

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Bowral 3/373 Bong Bong Street, Bowral NSW 2576 Email: isabella@fnbowral.com.au	Phone: 02 4861 4861 Ref: Isabella McMahon
co-agent		
vendor	Renee Lee O'Brien and Leanne Margaret Flaus	
vendor's solicitor	Our Lawyers 87 Main Street, Mittagong NSW 2575 PO Box 150, Mittagong NSW 2575 Email: khickling@ourlawyers.com.au	Phone: 02 4872 4004 Ref: KH:18475
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	4 Zollner Place, Mittagong NSW 2575 Lot 4 in Deposited Plan 1270508 Folio Identifier 4/1270508	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input checked="" type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
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 _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person _____ Signature of authorised person</p> <p>_____ Name of authorised person _____ Name of authorised person</p> <p>_____ Office held _____ Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person _____ Signature of authorised person</p> <p>_____ Name of authorised person _____ Name of authorised person</p> <p>_____ Office held _____ Office held</p>

Choices

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

Nominated Electronic Lodgement Network (ELN) (clause 4): PEXA

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off-the-plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off-the-plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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.

4 ZOLLNER PL MITTAGONG NSW 2575

SPECIAL CONDITIONS

1. Amendments to 'Land – 2022 edition' conditions

- 1.1.** Clause 7.1.1 is amended by deleting '5%' and replacing with '1%'.
- 1.2.** Clause 5.1 is deleted.
- 1.3.** Clause 25 is deleted.

2. Inconsistency

Where there is any inconsistency between the terms of these Special Conditions and any other terms of this contract, these Special Conditions shall prevail.

3. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete requiring the other to complete within fourteen (14) days from the date of service of the notice, which time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

If the Vendor issues a Notice to Complete the Purchaser shall allow the Vendor on completion the sum of \$350.00 + GST for additional legal costs incurred as a consequence of issuing such notice.

4. Extension of Notice to Complete

In the event of the Vendor and Purchaser agree to extend the Notice to Complete, the Purchaser shall allow the Vendor on completion the sum of \$350.00 + GST for additional legal costs incurred as a consequence of such extension.

5. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one any one of them) prior to completion die or become mentally ill (as defined in the Mental Health Act) or become bankrupt (or if a company go into liquidation) then either party may rescind this contract by notice in writing

forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

6. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7. Late completion

In the event that completion is not effected:

- (a) due to the purchasers default on the nominated day for settlement then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion up to and including the actual day of completion.
- (b) due to the vendors inability to complete on the nominated day for settlement then from the third day after written notice is received by the purchaser from the vendor that the vendor is able to settle the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the new date nominated for completion up to and including the actual day of completion.

8. Cost of Rescheduled Settlement

In the event that settlement does not take place on the completion date due to default of the Purchaser or their incoming Mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay to the vendor an additional \$250.00 + GST on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay. In the event that settlement is re-scheduled on more than one occasion, the Purchaser must pay to the Vendor an additional \$250.00 + GST for each rescheduled settlement time and date on settlement.

9. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract AND the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty AND it is hereby agreed and declared that this clause shall not merge in the transfer upon completion or be extinguished by completion of this contract and shall continue in full force and effect notwithstanding completion.

10. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendors solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

11. Non-prescribed / auxiliary documents

The Vendor does not provide any warranty with respect to whether any documents in relation to this property are complete, accurate or current and the Purchaser shall not be entitled to raise any requisition, claim for compensation or delay or rescind this contract as a result of any matter either disclosed or not disclosed therein.

12. Requisitions on Title

The purchaser agrees that the only form of general requisitions on title that the purchaser may make under clause 5 hereof are those requisitions on title annexed hereto.

13. Release of deposit

Notwithstanding any provision contained herein to the contrary the purchaser hereby agrees to release the whole or any part of the deposit paid herein to the vendors to use as a:

- (a) Deposit on any property being purchased by the vendor in New South Wales;
or
- (b) For the use by the vendor as stamp duty on any property being purchased by the vendor in New South Wales; or
- (c) For the use by the vendors as monies payable to any discharging mortgagee on completion: or

- (d) An ingoing contribution for a lease pursuant to the Retirement Villages Act; or
- (e) For the payment of a rental bond and initial rental payment.

PROVIDED that the vendor does not permit further release of such deposit without the purchasers consent. This clause shall be sufficient authority to the deposit holder to release the deposit as noted above and precludes the purchasers written consent to be provided for such release.

DRAFT

Requisitions on Title

Many issues normally the subject of requisitions are covered by the law, the contract and pre-contract investigations and negotiations.

Making the usual requisitions and receiving the usual replies dealing with the plethora of potentially relevant matters has been reduced to a few general questions allowing the vendor to easily reply appropriately.

All properties

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



FOLIO: 4/1270508

SEARCH DATE	TIME	EDITION NO	DATE
22/10/2025	2:12 PM	3	28/11/2024

LAND

LOT 4 IN DEPOSITED PLAN 1270508
 AT MITTAGONG
 LOCAL GOVERNMENT AREA WINGECARRIBEE
 PARISH OF MITTAGONG COUNTY OF CAMDEN
 TITLE DIAGRAM DP1270508

FIRST SCHEDULE

LEANNE MARGARET FLAUS
 IN 1/2 SHARE
 RENEE LEE O'BRIEN
 IN 1/2 SHARE
 AS TENANTS IN COMMON (T AU625339)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 D127243 EASEMENT TO DRAIN WATER 0.61 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 AP693601 EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (E) IN PLAN WITH AP693601
- 4 DP1270508 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 5 DP1270508 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 6 DP1270508 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 7 DP1270508 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1270508 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1270508 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1270508 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 11 DP1270508 POSITIVE COVENANT REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

FOLIO: 4/1270508

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

12 DP1270508 POSITIVE COVENANT REFERRED TO AND NUMBERED (13) IN
THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

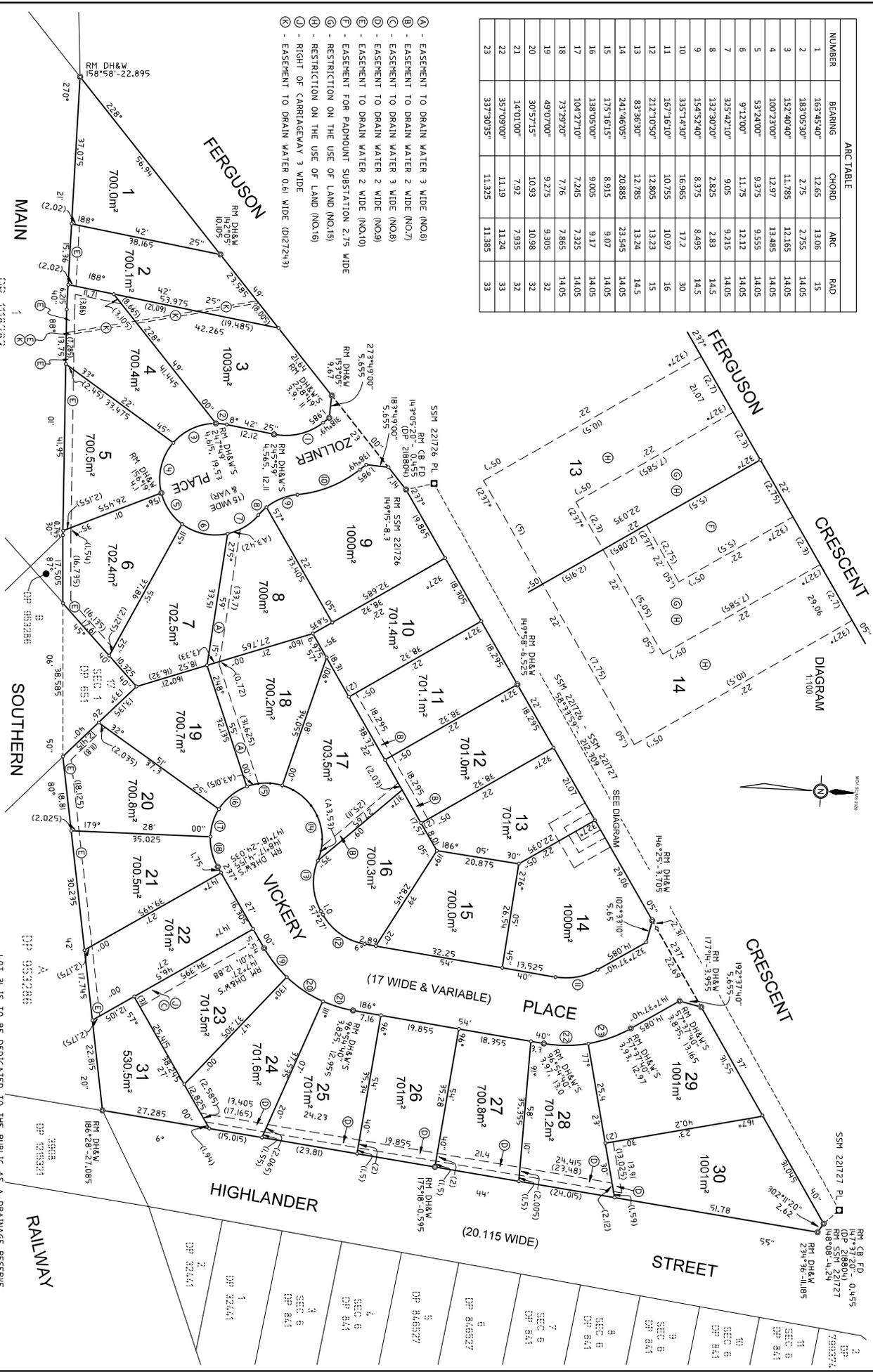
*** END OF SEARCH ***

18475...

PRINTED ON 22/10/2025

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

NUMBER	BEARING	CHORD	ARC	ROAD
1	163°45'40"	12.65	13.06	15
2	183°05'30"	2.75	2.755	14.05
3	152°40'40"	11.785	12.165	14.05
4	100°23'00"	12.97	13.485	14.05
5	53°24'00"	9.375	9.555	14.05
6	9°12'00"	11.75	12.12	14.05
7	325°42'10"	9.05	9.215	14.05
8	132°30'20"	2.825	2.83	14.5
9	154°52'40"	8.375	8.495	14.5
10	335°14'30"	16.965	17.2	30
11	167°16'10"	10.755	10.97	16
12	212°10'50"	12.805	13.23	15
13	83°36'30"	12.785	13.24	14.5
14	241°46'05"	20.885	23.545	14.05
15	175°16'15"	8.915	9.07	14.05
16	138°05'00"	9.005	9.17	14.05
17	104°27'10"	7.245	7.325	14.05
18	73°29'20"	7.76	7.865	14.05
19	49°07'00"	9.275	9.305	32
20	30°57'15"	10.93	10.98	32
21	14°01'00"	7.92	7.935	32
22	357°09'00"	11.19	11.24	33
23	337°30'35"	11.325	11.385	33



Surveyor: PAUL BRANNON
 of Australian Survey Solutions
 Date of Survey: 28 October 2023
 Surveyor's Ref: 170508-Report

PLAN OF SUBDIVISION OF LOT A DP
 430831, LOTS 1, 2, 3 & 4 DP 1099047,
 LOTS 1, 2 & 3 DP 1089997 AND
 LOTS 10 & 14 SECTION 1 DP 651

LGA: Wingecarribee
 Locality: Mittagong
 Subdivision No: 1910922.12

Registered
 03/06/2024

DP 1270508

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

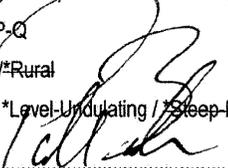
LOT 31 IS TO BE DEDICATED TO THE PUBLIC AS A DRAINAGE RESERVE

Y:\Repos\001710508-21 Region Casual Mapping\CAD\1710508-Plan\Subdivision\430831.dwg - FERGUSON 24/03/2024 2:11 PM, BW

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 5 sheet(s)

<p>Office Use Only Registered:  03/06/2024 Title System: TORRENS</p>	<p>Office Use Only DP1270508</p>
<p>PLAN OF SUBDIVISION of Lot A DP 430831, Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997 and Lots 10 & 14 Sec 1 DP 651</p>	<p>LGA: WINGECARRIBEE Locality: MITTAGONG Parish: MITTAGONG County: CAMDEN</p>
<p>Survey Certificate I, Paul Brandon Of Australian Survey Solutions 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 28/10/23 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: P-Q Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>Signature:  Dated: 28/10/23</p> <p>Surveyor Identification No: 8413 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*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.</p>	<p>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:</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 954583 DP 1089997 DP 511424 DP 218804 DP 953286 DP 954583 DP 504194 DP 191464 DP 174187 DP 846527 DP 434328 DP 183294 DP 1132204 DP 799374 DP 430831 DP 32441 DP 1100480 DP 783641 DP 252479 DP 748076 DP 1099047 DP 233721 43-1603 UNREGISTERED DP 1253181 by Surveyor Ian Pearse dated 12/5/23</p>	<p>Subdivision Certificate I, JON SHILLITO *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 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:  Registration number: - Consent Authority: WINGECARRIBEE SHIRE COUNCIL Date of endorsement: 23/05/2024 Subdivision Certificate number: 19/0922.i2 File number: - *Strike through if inapplicable.</p>
<p>Surveyor's Reference: 170509 REPORT</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 5 sheet(s)

Office Use Only
Registered:  03/06/2024

Office Use Only

DP1270508

PLAN OF SUBDIVISION of
Lot A DP 430831, Lots 1, 2, 3 & 4 DP 1099047,
Lots 1, 2 & 3 DP 1089997 and Lots 10 & 14
Sec 1 DP 651

Subdivision Certificate number: **19/0922-12**
 Date of Endorsement: **23/05/2024**

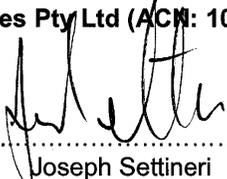
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D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

Lot Number	Address Number	Road Name	Road Type	Locality Name
1	31	Ferguson	Crescent	Mittagong
2	33	Ferguson	Crescent	Mittagong
3	2	Zollner	Place	Mittagong
4	4	Zollner	Place	Mittagong
5	6	Zollner	Place	Mittagong
6	7	Zollner	Place	Mittagong
7	5	Zollner	Place	Mittagong
8	3	Zollner	Place	Mittagong
9	1	Zollner	Place	Mittagong
10	39	Ferguson	Crescent	Mittagong
11	41	Ferguson	Crescent	Mittagong
12	43	Ferguson	Crescent	Mittagong
13	45	Ferguson	Crescent	Mittagong
14	2	Vickery	Place	Mittagong
15	4	Vickery	Place	Mittagong
16	6	Vickery	Place	Mittagong
17	8	Vickery	Place	Mittagong
18	10	Vickery	Place	Mittagong
19	12	Vickery	Place	Mittagong
20	19	Vickery	Place	Mittagong
21	17	Vickery	Place	Mittagong
22	15	Vickery	Place	Mittagong
23	13	Vickery	Place	Mittagong
24	11	Vickery	Place	Mittagong
25	9	Vickery	Place	Mittagong
26	7	Vickery	Place	Mittagong
27	5	Vickery	Place	Mittagong
28	3	Vickery	Place	Mittagong
29	49	Ferguson	Crescent	Mittagong
30	51	Ferguson	Crescent	Mittagong
31	N/A	(Drainage Reserve)		

If space is insufficient use additional annexure sheet

Surveyor's Reference: 170509 - REPORT

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 5 sheet(s)	
Registered:  03/06/2024 Office Use Only	Office Use Only
PLAN OF SUBDIVISION of Lot A DP 430831, Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997 and Lots 10 & 14 Sec 1 DP 651	DP1270508
Subdivision Certificate number: 19/0922.12 Date of Endorsement: 23/05/2024	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 Section 88B of the <i>Conveyancing Act 1919</i> , as amended, it is intended to create;	
<ol style="list-style-type: none">1. Right of Carriageway 3 Wide (J)2. Restriction on the Use of Land3. Restriction on the Use of Land4. Positive Covenant5. Restriction on the Use of Land6. Easement to Drain Water 3 Wide (A)7. Easement to Drain Water 2 Wide (B)8. Easement to Drain Water 3 Wide (C)9. Easement to Drain Water 2 Wide (D)10. Easement to Drain Water 2 Wide (E)11. Positive Covenant12. Restriction on the Use of Land13. Positive Covenant14. Easement for Padmount Substation 2.75 Wide (F)15. Restriction on the Use of Land (G)16. Restriction on the Use of Land (H)	
 Jon Shillito Manager Development Assessment and Regulation Wingecarribee Shire Council	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 170509 - REPORT	

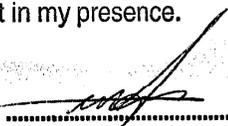
PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)	
Registered:  03/06/2024 Office Use Only	Office Use Only DP1270508
PLAN OF SUBDIVISION of Lot A DP 430831, Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997 and Lots 10 & 14 Sec 1 DP 651	This sheet is for the provision 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.
Subdivision Certificate number: 19/0922.12 Date of Endorsement: 23/05/2024	
<u>EXECUTION</u>	
EXECUTED pursuant to section 127 of the <i>Corporations Act 2001</i> by Sett Homes Pty Ltd (ACN: 103 972 363)	
 Joseph Settineri Sole Director / Secretary	
3/4/2024 Date	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 170509 - REPORT	

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 sheet(s)	
Registered:  03/06/2024	Office Use Only
PLAN OF SUBDIVISION of Lot A DP 430831, Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997 and Lots 10 & 14 Sec 1 DP 651	DP1270508
Subdivision Certificate number: 19/0922.12 Date of Endorsement: 23/05/2024	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.

EXECUTION

MORTGAGEE

AM253535

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.
Signature of witness: 	Signature of attorney: 
Name of witness: <u>Marco Fasullo</u>	Attorney's name: <u>Riaz Ali</u>
Address of witness: <u>11 Harbour St</u>	Attorney's position: <u>Executive</u>
<u>Sydney NSW 2000</u>	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney - Book: <u>4540</u> No. <u>999</u>

If space is insufficient use additional annexure sheet

Surveyor's Reference: 170509 - REPORT

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
 AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 1 of 17)

Plan: **DP1270508**

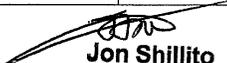
Plan of Subdivision of Lot A DP 430831,
 Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
 and Lots 10 & 14 Sec 1 DP 651

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

Sett Homes Pty. Ltd.
 Suite 1
 80- 82 Bathurst Street
 Liverpool NSW 2170

Part 1- Creation

No. of item shown in the intention panel on the plan	Identity of easements to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited Lots & Prescribed Authorities
1	Right of Carriageway 3 Wide (J)	23	Wingecarribee Shire Council
2	Restriction on the Use of Land	1-30 incl.	Sett Homes Pty. Ltd.
3	Restriction on the Use of Land	1-30	Wingecarribee Shire Council
4	Positive Covenant	1-30	Wingecarribee Shire Council
5	Restriction on the Use of Land	1-8,19-26	Wingecarribee Shire Council
6	Easement to Drain Water 3 Wide (A)	8 18	Wingecarribee Shire Council 8, Wingecarribee Shire Council
7	Easement to Drain Water 2 Wide (B)	17 12 11	10,11,12,13 10,11,13 10
8	Easement to Drain Water 3 Wide (C)	23	Wingecarribee Shire Council


Jon Shillito
 Manager
 Development Assessment and Regulation
 Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
 General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
 AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
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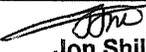
Lengths are in metres

(Page 2 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
 Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
 and Lots 10 & 14 Sec 1 DP 651

No. of item shown in the intention panel on the plan	Identity of easements to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited Lots & Prescribed Authorities
9	Easement to Drain Water 2 Wide (D)	24 25 26 27 28 30	25,26,27,28,29,30 26,27,28,29,30 27,28,29,30 28,29,30 29,30 29
10	Easement to Drain Water 2 Wide (E)	22 21 20 6 5 4 2	21,20,19,7,6,5,4,3,2,1 20,19,7,6,5,4,3,2,1 19,7,6,5,4,3,2,1 5,4,3,2,1 4,3,2,1 3,2,1 1
11	Positive Covenant	1-30	Wingecarribee Shire Council
12	Positive Covenant	1-8, 10-13, 17-30	Wingecarribee Shire Council
13	Positive Covenant	1-30	Wingecarribee Shire Council
14	Easement for Padmount Substation 2.75 Wide (F)	14	Epsilon Distribution Ministerial Holding Corporation
15	Restriction on the Use of Land (G)	Part of 13, 14	Epsilon Distribution Ministerial Holding Corporation


Jon Shillito
 Manager

Development Assessment and Regulation
 Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
 General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

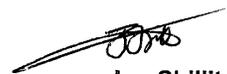
Lengths are in metres

(Page 3 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

No. of item shown in the intention panel on the plan	Identity of easements to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited Lots & Prescribed Authorities
16	Restriction on the Use of Land (H)	Part of 13, 14	Epsilon Distribution Ministerial Holding Corporation



Jon Shillito
Manager

Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 4 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

Part 2- Terms

Terms of Right of Carriageway 3 Wide numbered 1 in the Plan:

The registered proprietors of the lots shall:

- 1.1. The rights granted and the obligations imposed pursuant to the expression "right of carriageway" as defined by Part 1, Schedule 8 of the Conveyancing Act ("the Act") are expanded by the succeeding provisions in this clause 1.
- 1.2. Where there is any conflict between the provisions of this clause 1 and the definition of "right of carriageway" in the Act, the provisions of this clause 1 will prevail with the necessary changes being deemed to have been made to the definition of "right of carriageway" in the Act.
- 1.3. In this clause 1 and in the succeeding clauses:-
 - 1.3.1. "owner" means a registered proprietor of land in the subdivision, and includes their legal personal representatives, successors and assigns, unless the context does not permit.
 - 1.3.2. "Owners" means the owners of the land burdened and the owners of the land benefited, unless otherwise expressly stated.
 - 1.3.3. "maintenance" means (without limitation):
 - a) in the trafficable area - repairing, reinstating and replacing the road surface with like materials or other similar suitable material in substitution therefor;
 - b) in the non-trafficable area - mowing grass, planting appropriate vegetation and keeping it watered; and
 - c) generally keeping the whole area neat and tidy and free of rubbish or detritus, in the lot burdened.
- 1.4. The owners will pay and bear the maintenance costs in equal shares. Except in an emergency, an owner must not incur an expense for which the other owner(s) may become liable under this clause:
 - 1.4.1 unless the expense is reasonable; and
 - 1.4.2 without giving reasonable prior notice to the other owner(s).
- 1.5 Notwithstanding clause 1.4 the cost of maintenance caused by a careless or reckless act or omission will be borne solely by the owner who causes, authorises or permits the damage to the lot burdened.
- 1.6 Each owner will be vicariously liable for the careless or reckless acts or omissions of their own employees, invitees and licensees.


Jon Shillito
Manager
Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

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(Page 5 of 17)

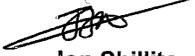
Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

- 1.7 No owner may do or permit anything to be done on the lot burdened, that obstructs, inhibits or is likely to obstruct or inhibit any other owner their employees, invitees and licensees having full free and unfettered access over the lot burdened. [By way of example and clarification, parking a vehicle in the easement would most likely be in breach of this provision.]
- 1.8 The owner(s) of the lot burdened must at all times permit all emergency and other essential service organisations (including utility providers) to have full, free and unfettered right of access over the lot burdened.
- 1.9 If there is any disagreement between the owners touching upon anything referred to in this clause ("dispute"), none of the owners will commence court or arbitration proceedings unless the dispute resolution procedures in this clause have first been complied with except where one or more of the owners seek urgent interlocutory relief.

The dispute resolution procedures are as follows:

- 1.9.1 An owner claiming that a dispute has arisen must give written notice to the other owners specifying the nature of the dispute.
- 1.9.2 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 the receipt of written notice of the dispute.
- 1.9.3 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.
- 1.9.4 The owners who are parties to the dispute will be jointly responsible for the fees of the mediator and each of those parties will bear their own costs.
- 1.9.5 The owners may, but are not required to, enter into a written agreement before mediating a dispute.
- 1.9.6 If any procedural aspects are not specified sufficiently in the Rules under clause 1.9.2 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.
- 1.9.7 A legal representative acting for any of the owners may participate in the mediation.


Jon Shillito

Manager

Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 6 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

1.9.8 From the time when a notice of dispute is served, none of the owners may take any action that might incur a cost to any other owner or might otherwise prejudice their rights, except in an emergency.

Name of the person or Authority whose consent is required to release, vary, or modify this Right of Carriageway 3 Wide numbered 1 in the Plan:

Wingecarribee Shire Council

Terms of Restriction on the Use of Land numbered 2 in the Plan:

No fence shall be erected on the land hereby burdened to divide the same from such adjoining land without the consent of Sett Homes Pty Ltd or their executors, administrators, and assigns, other than transferees on sale but only during the ownership thereof by Sett Homes Pty Ltd. Such consent shall not be withheld if such fence is erected without expense to Sett Homes Pty Ltd and in favour of any persons dealing with the transferee, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Name of the person or Authority whose consent is required to release, vary or modify this Restriction on the Use of Land numbered 2 in the Plan:

Sett Homes Pty. Ltd.

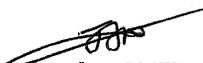
Terms of Restriction on the Use of Land numbered 3 in the Plan:

No dwelling shall be constructed on the lot burdened unless:

- a) Fencing is post and wire and/or post and rail fencing together with hedging so as to respect the character of the locality.
- b) Dwellings and buildings sited to minimise tree removal.
- c) New dwelling houses include on-site stormwater detention tank to the satisfaction of and in consultation with Council.

Name of the person or Authority whose consent is required to release, vary or modify this Restriction on the Use of Land numbered 3 in the Plan:

Wingecarribee Shire Council


Jon Shillito
Manager
Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 7 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

Terms of Positive Covenant numbered 4 in the Plan:

The registered proprietor of each lot hereby benefited will maintain at the sole expense of the registered proprietors; the whole of the lot as an inner protection area (IPA) including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, which shall be maintained as outlined within Appendix 4 of 'Planning for Bush Fire Protection 2019' and the NSW Rural Fire Service's document 'Standards for asset protection zones' NSW Rural Fire Service, or any other relevant NSW Rural Fire Service Documents applicable at the time.

Name of the person or Authority whose consent is required to release, vary or modify this Positive Covenant numbered 4 in the Plan:

Wingecarribee Shire Council

Terms of Restriction on the Use of Land numbered 5 in the Plan:

No dwelling shall be constructed on the lot burdened unless:

- a) Habitable rooms on the south, east and western facades are fitted with a minimum 6.38mm laminated glass, or other glazing with sound insulation Rw32 and Rw+Ctr30.
- b) Habitable rooms on the south, east and western facades are fitted with an alternative ventilation.
- c) Habitable rooms on the south, east and western facades are fitted with two layers of minimum 13mm plasterboard to the ceiling. In addition, these rooms should have minimum R3.5 insulation batts in the roof space.
- d) Habitable rooms on the south, east and western facades are constructed with external walls built from insulated brick veneer construction (minimum R2.0 insulation batts).

Name of the person or Authority whose consent is required to release, vary or modify this Restriction on the Use of Land numbered 5 in the Plan:

Wingecarribee Shire Council



Jon Shillito

Manager

Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 8 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

Terms of Positive Covenant numbered 11 in the Plan:

1. The registered proprietor of the lot(s) hereby burdened shall, in respect of any On-Site Detention system, pit, pipe or storm water facility constructed on the lot(s) shall:
 - a) Keep the system clean and free from silt and debris and, maintain and repair, at the sole expense of the registered proprietors, the system in accordance with approved design plans, so that it functions in a safe and efficient manner.
 - b) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time without notice in these of an emergency) to enter and inspect the system for compliance with this covenant.
 - c) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

2. Pursuant to section 88F (3) of the *Conveyancing Act 1919*, as amended, the Council shall have the following additional powers:
 - a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(c) above and;
 - b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - i. Any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising, and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools, and equipment used in conjunction with the said works.
 - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act as amended, or providing certificate required pursuant to Section 88G of the Act or obtaining any injunction to Section 88H of the Act.

This Covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Act.

Name of the person or Authority whose consent is required to release, vary or modify Positive Covenant numbered 11 in the Plan:

Wingecarribee Shire Council


Jon Shillito
Manager
Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 9 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

Terms of Positive Covenant numbered 12 in the Plan:

1. The registered proprietor shall not erect or suffer the erection of any dwelling house or other structure on the lot(s) hereby burdened unless the registered proprietor has first constructed or made provision for the construction of an on-site stormwater detention system on the said lot(s), in accordance with the design, construction and/or provision requirements of the Wingecarribee Shire Council and to the satisfaction of Wingecarribee Shire Council.
2. The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. Any on-site stormwater detention system constructed on the lots burdened is hereafter referred to as "the system".
3. No change to the shape or alteration in the structure of the Stormwater Facilities approved by the Wingecarribee Shire Council shall be made by the registered proprietors of a burdened lot without any prior consent in writing of Wingecarribee Shire Council.

Name of the person or Authority whose consent is required to release, vary or modify this Positive Covenant numbered 12 in the Plan:

Wingecarribee Shire Council

Terms of Positive Covenant numbered 13 in the Plan:

Each lot affected shall ensure:

- a) The entire property shall, in perpetuity, be managed as an Inner Protection Area (IPA) as outlined in Appendix 4 of *Planning for Bushfire Protection 2019* and the NSW Rural Fire Service's document '*Standards for Asset Protection Zones*'.
- b) To assist with measures to provide adequate service of water for the protection of buildings during and after the passage of bushfire, and to ensure that the location of gas and electricity do not contribute to the risk of fire to a building, the water, gas, and electricity of each lot burdened shall comply with Section 5.3.3 and Tables 5.3c and 5.3d of *Planning for Bushfire Protection 2019*.
- c) To assist with measures to provide adequate safe operational public road access to structures and water supply for emergency services and to allow for residents to safely evacuate the area, each lot burdened shall comply with the public road access within Section 5.3.2 and Table 5.3b of *Planning for Bushfire Protection 2019*.

Jon Shillito
Manager

Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 10 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

- d) To assist with measures to provide adequate safe operational property access roads to structures and water supply for emergency services and to allow for residents to safely evacuate the area, each lot burdened shall comply with the property access roads within Section 5.3.2 and Table 5.3b of *Planning for Bushfire Protection 2019*.

Name of the person or Authority whose consent is required to release, vary or modify Positive Covenant numbered 13 in the Plan:

Wingecarribee Shire Council

Terms of Easement for Padmount Substation 2.75 wide numbered 14 in the Plan:

1.0. Definitions

- 1.1 **easement site** means that part of the land that is affected by this easement.
- 1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.4 **land** means the lot or Torrens title land that is burdened by this easement.
- 1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.8 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.
- 2.0 The prescribed authority may:
- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

Jon Shillito
Manager

Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 11 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

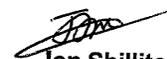
- 3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.
- 4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:
- 4.1 installing or permitting to be installed any services or structure within the easement site, or
- 4.2 altering the surface level of the easement site, or
- 4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.
- 5.0 Electricity Network Assets (Authorised Transactions) Act 2015
- 5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

Name of the person or Authority whose consent is required to release, vary, or modify the Easement numbered 14 in the plan:

Epsilon Distribution Ministerial Holding Corporation

Terms of Restriction on the Use of Land numbered 15 in the Plan:

- 1.0 Definitions
- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.


Jon Shillito
Manager

Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 12 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

- 1.4 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
- 1.5 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.6 **restriction site** means that part of the lot or Torrens title land that is affected by this restriction on the use of land.
- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
 - 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - 2.3 the owner provides the prescribed authority with an engineer's certificate to this effect.
- 3.0 The 120/120/120 fire rating and 60/60/60 fire rating must be achieved without the use of firefighting systems such as automatic sprinklers.
- 4.0 No doors or opening windows are permitted to be erected within the restriction site on the external surface of a building within 3 metres from the substation footing.
- 5.0 *Electricity Network Assets (Authorised Transactions) Act 2015*
 - 5.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
 - 5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

Name of the person or Authority whose consent is required to release, vary, or modify the Restriction on the Use of Land numbered 15 in the plan:

Epsilon Distribution Ministerial Holding Corporation



Jon Shillito
Manager

Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 13 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

Terms of Restriction on Use of Land numbered 16 in the Plan:

1.0 Definitions

- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
- 1.3 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **restriction site** means that part of the lot or Torrens title land that is affected by the restriction on the use of land.

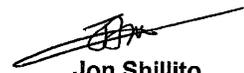
2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3.0 Electricity Network Assets (Authorised Transactions) Act 2015

- 3.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

Name of the person or Authority whose consent is required to release, vary, or modify the Restriction on the Use of Land numbered 16 in the plan:

Epsilon Distribution Ministerial Holding Corporation



Jon Shillito
Manager
Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
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SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Page 14 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

Execution

I certify that the attorney signed this instrument
in my presence.

Signed by the attorney named below who signed
this instrument pursuant to the power of attorney
specified for **Endeavour Energy Network Asset
Partnership (ABN 30 586 412 717)** on behalf of
**Epsilon Distribution Ministerial Holding
Corporation (ABN 59 253 130 878)** pursuant to
section 36 of the *Electricity Network Assets
(Authorised Transactions) Act 2015* (NSW)

Signature of witness:

 Digitally signed by
Megan Dowds
Date: 2023.11.22
09:55:13 +11'00'

Name of witness:

Megan Dowds

Address of witness:

c/- Endeavour Energy
Level 41, 8 Parramatta Square
10 Darcy Street
Parramatta NSW 2150

Signature of attorney:

 Digitally signed by
Simon Lawton
Date: 2023.11.22
09:29:18 +11'00'

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Power of attorney: Book 4806 No 961

EE reference: URS23542

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
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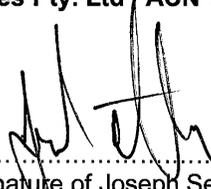
(Page 15 of 17)

Plan: **DP1270508**

Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

Execution

EXECUTED pursuant to section 127 of the *Corporations Act 2001* by
Sett Homes Pty. Ltd / ACN 103 972 363



.....
Signature of Joseph Settineri
Sole Director / Secretary

3/4/2024
.....

Date

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
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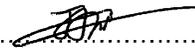
Execution

**SIGNED on behalf of
WINGECARRIBEE SHIRE COUNCIL**

By its authorised delegate pursuant to
S.377 Local Government Act 1993

..... JON SHILLITO

Printed Name of Authorised Delegate

..... 

Signature of Authorised Delegate

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

..... Alicia Roe

Printed Name of witness

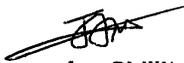
..... 

Signature of witness

..... 68 Elizabeth St

..... Moss Vale NSW 2577

Address of witness

..... 

Jon Shillito

Manager

Development Assessment and Regulation
Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
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Plan of Subdivision of Lot A DP 430831,
Lots 1, 2, 3 & 4 DP 1099047, Lots 1, 2 & 3 DP 1089997
and Lots 10 & 14 Sec 1 DP 651

Mortgagee

AM253535

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.
Signature of witness: 	Signature of attorney: 
Name of witness: <u>Marco Fasullo</u>	Attorney's name: <u>Riz Ali</u>
Address of witness: <u>11 Harbour St</u>	Attorney's position: <u>Relationship</u> <u>Executive</u>
<u>Sydney NSW 2000</u>	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney - Book: <u>4548</u> No. <u>494</u>

REGISTERED:



03/06/2024

Approved by Wingecarribee Shire Council

.....
General Manager / Authorised Officer



R.P. 13.
MEMORANDUM OF TRANSFER
 SOUTH WALES.
 PROPERTY ACT,
 1908.
REGISTERED 37897
127243
I, THE COMMISSIONER FOR RAILWAYS

Plans 10/15
 7/1/42
 28-0

FEES:-
 Lodgment ...
 Endorsement ...
 Certificate ...

(herein called transferor)
 being registered as the proprietor of an estate in *fee simple* in the land hereinafter described,
 subject however, to such encumbrances, liens and interests as are notified hereunder in
 consideration of FORTY POUNDS ONE SHILLING.

(£40:1: 0) (the receipt whereof is hereby acknowledged) paid to it by

ARTHUR BRUCE FERGUSON of Hurstville, Nurseryman

(herein called transferee)

do hereby transfer to the said transferee
 ALL such Estate and Interest in ALL THE land mentioned in the schedule following :-

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
GARDEN	MITTAGONG	PART	2601	25	As delineated in Plan marked "A" annexed hereto and therein edged red.
Do.	Do.	Do.	2783	122	

And the transferee covenants with the transferor

SUBJECT to the reservation contained in the paperwriting annexed hereto and signed by the parties to this Memorandum of Transfer.

PLAN REFILED IN PLAN ROOM
 AS FP 430831

ENCUMBRANCES, &c., REFERRED TO.

Reservations (if any) in Crown Grants.

and sealed

Signed at Sydney the ninth day of July 1941.
 The Common Seal of THE COMMISSIONER FOR RAILWAYS

Signed in my presence by the transferor
 J. W. Forrest
 Actg. Secretary for Railways.

Transferor.

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

[Signature]
 Clerk with J. T. Plabton & Son

[Signature]
Transferree.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 Solicited by [Signature]

† N.M. - Section 117 requires that the above Certificate be signed by the transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

7660

THIS SPACE TO BE LEFT FREE FROM NOTATIONS

If to two or more, state whether as joint tenants or tenants in common.
 If all the references might be conveniently inserted, a form of annexure obtainable at L.T.O. may be obtained. Any annexure must be signed by the parties and their signatures witnessed.
 If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P." or "being the land shown in the plan annexed hereto" or "being the residue of the land in Certificate (of grant) registered Vol. []". Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.
 Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1939. Hereo also should be set forth any right-of-way or easement or exception.
 Any provision in addition to or modification of the covenants implied by the Act may also be inserted.
 If the space provided is insufficient a form of annexure should be used.
 A very short note will suffice

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.
 Repeat attestation if necessary.
 If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

D 37697
L127243

RESERVATION REFERRED TO IN MEMORANDUM OF TRANSFER FROM
THE COMMISSIONER FOR RAILWAYS TO ARTHUR BRUCE FERGUSON
DATED THE ninth DAY OF July 1941.

*6.10.
6.10.*

RESERVING unto the Transferrer his successors and assigns (full power and control over the flow of all waters which now come through over or under the railway land of the ^{Said Commissioner} ~~Transferrer~~ and which reach the land ^{also described} hereby transferred through the monier pipe under Hume Highway with right and liberty at all times to use the open drain (which shall not exceed two feet in width or a depth sufficient to permit of the free passage of such waters) indicated ~~on the~~ upon the plan hereunto annexed ^{hereto} ~~marked "A"~~ ~~over the said land hereby transferred~~ for the drainage of the said waters) with full power to enter at all times upon the land hereby transferred and do or cause to be done in a proper and workmanlike manner all things which may reasonably be necessary to enable the said waters to freely pass through the said drain across the said land hereby transferred AND the Transferee DOES HEREBY for himself his administrators executors and assigns or other the owners or registered proprietors for the time being of the said land hereby transferred COVENANT with the Transferrer his successors and assigns THAT he will not without the consent in writing of the Transferrer his successors and assigns carry out any work upon the said land hereby transferred which may prejudicially affect the free passage of the said drainage waters through and along the said drain and will not interfere with nor permit to be interfered with the existing drainage facilities thereon.

For and on behalf of The Commissioner for Railways,

W. Forrest
Actg. Secretary for Railways.

TRANSFERROR

Arthur Bruce Ferguson
TRANSFEREE **B**



Form: 01TG
Release: 3-1

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900

AP693601A

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

(A) **TORRENS TITLE**
JOSEPH SETTINERI
AUTHORISE TO AMEND
J. Settineri 5/12/19

Servient Tenement 4/6/841	Dominant Tenement 10/1/651 A/430831, Part Lot 10 and Lot 14 Sec 1 in DP651, Lots 1-3 in DP1089997 and Lots 1-4 in DP1099047 BEING PART OF AUTO CONSOL 5127-195
------------------------------	--

being part of Auto Consol 11432-127

(B) **LODGED BY**

Document Collection Box IW	Name, Address or DX, Telephone, and Customer Account Number if any SETT HOMES PTY LTD 9729 2222 PO BOX 8534 MT PRITCHARD 2176	CODE TG
Reference:		

(C) **TRANSFEROR**

TERENCE DOMINIC MAGUIRE

(D)

The transferor acknowledges receipt of the consideration of \$ 35,000.00 and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

EASEMENT FOR DRAINAGE OF SEWAGE 2.0 WIDE AS DESIGNATED AS THE AREA MARKED "E" ON ANNEXURE A

out of the servient tenement and appurtenant to the dominant tenement.

(F) **ENCUMBRANCES (if applicable):**

(G) **TRANSFeree**

SETT HOMES PTY LTD ACN 103 972 363

DATE 18/10/2019

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

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

Signature of witness:

Signature of transferor:

GARRY MANN
Name of witness:
Address of witness:
404A OLD NORTHERN RD
GLENHAVEN

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

Company: SETT HOMES PTY LTD ACN 103 972 363
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: J. Settineri

Signature of authorised person:

Name of authorised person: Joseph Settineri
Office held: Sole Director/Secretary

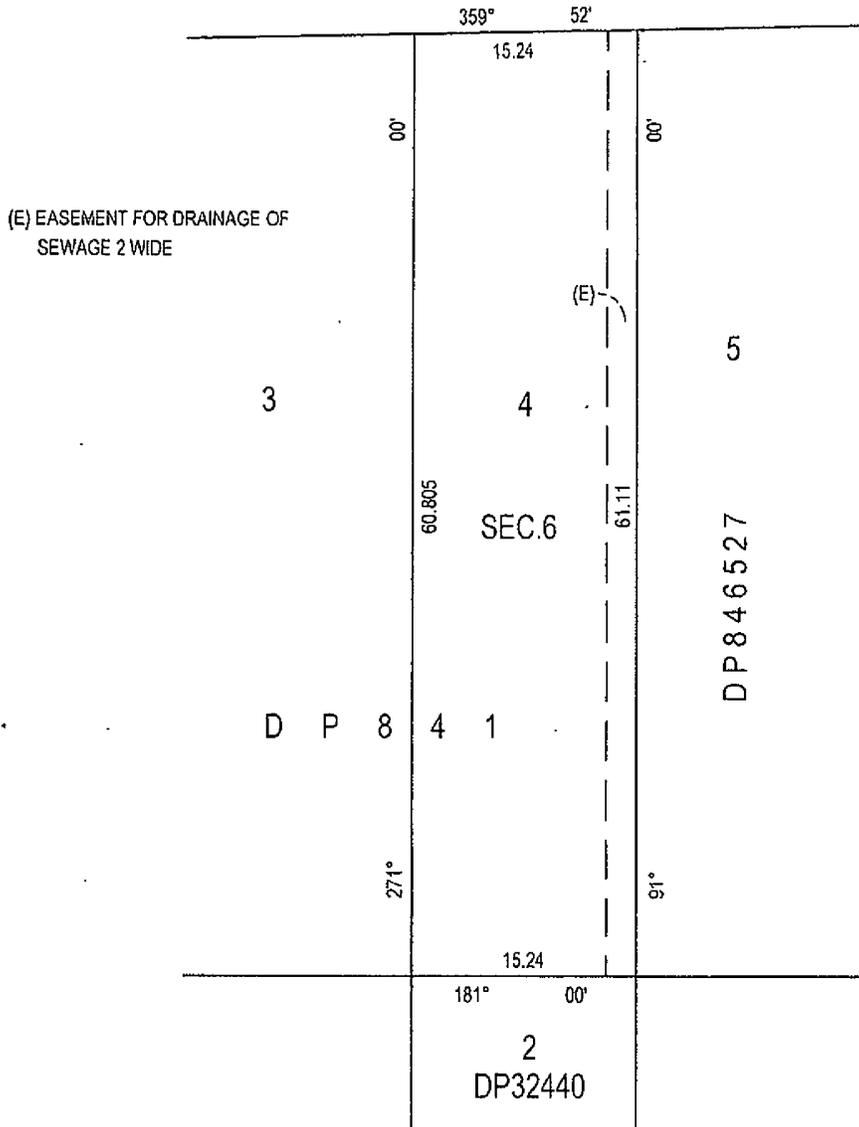
Name of authorised person:
Office held:

ANNEXURE A
PLAN OF EASEMENT OVER LOT 4 SEC.6 D.P.841
LGA: WINGECARRIBEE LOCALITY: BALACLAVA
PARISH: MITTAGONG COUNTY: CAMDEN

RR 1:400



HIGHLANDER STREET



REF: 22457C2

PAGE 2 OF 9

PETER ROBERT WARWICK
Registered Land Surveyor
VINCE MORGAN SURVEYORS
P.O. BOX 4156 PENRITH PLAZA

THIS DEED made on 18TH OCTOBER 2019.

Between: TERENCE DOMINIC MAGUIRE of 21 highlander Street, Balaclava in the State of New South Wales
(hereinafter referred to as TDM)

And: SETT HOMES PTY LTD ACN 103 972 363 of Unit 16/1345 The Horsley Drive, Wetherill Park in the State of New South Wales
(hereinafter referred to as SH)

Whereas:

1. TDM is the registered proprietor of the property known as 21 highlander Street, Balaclava being the whole of the land contained in Folio Identifier 4/6/841 hereinafter referred to as TDM's lot).
2. SH is the registered proprietor of the property known as 21 Ferguson Crescent, Mittagong being the whole of the land contained in Folio Identifiers A/430831, Part Lot 10 and Lot 14 Sec 1 in DP651 and Lots 1-3 in DP1089997 and Lots 1-4 in DP1099047. (hereinafter referred to as SH's lot).
3. SH requires an easement for drainage of sewage 2.0 wide (hereinafter referred to as the easement) over TDM's lot. The easement will be located as depicted on the proposed plan annexed to this Deed that is marked A.
4. TDM consents to the creation of the easement by SH.
5. This Deed is subject to TDM's mortgagee, Berrima District Credit Union Limited, consenting to the easement.

Now this Deed witnesseth:

1. Interpretation

In this Deed unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Deed;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Deed;
- (d) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (e) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (f) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (g) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
- (h) a reference to a body whether statutory or not;
 - (i) which ceases to exist; or

Page 1 of 7



- (ii) whose powers or functions are transferred to another body; is a reference to the body which replaces it or which substantially succeed to its powers or functions.
- (i) The annexures to this Deed form part of this Deed and have the same force and effect as if expressly set out in the body of this Deed.

2. Dictionary

In this Deed, unless otherwise indicated by the context;

- (a) Amount of the consideration means the amount of any GST exclusive payments in connection with a supply and in relation to a non-monetary consideration for a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.
- (b) Business day means any day (other than a Saturday or a Sunday) on which banks are open for general banking business in Sydney.
- (c) Currency a reference to currency shall mean the currency as used in the Commonwealth of Australia.
- (d) Easement means the easement to drain sewage 2.0 wide.
- (e) GST has the same meaning it has in the GST Act and associated imposition Acts.
- (f) GST Act means the *A New Tax System (Goods and Services) Act 1999* (Cwlth).
- (g) Tax invoice has the same meaning it has in the GST Act.
- (h) NSW LRS means NSW Land Registry Services.

3. Consent to Easement

TDM consents to the creation of the easement and agree to sign all documents necessary to facilitate the creation of the easement and to take all reasonable steps to cause the documents to be signed by his mortgagee and for production of the certificate of title for his property at NSW LRS.

4. Consideration for Easement

- 4.1 In consideration of TDM entering into this Deed and allowing the creation of the easement SH shall pay to TDM the following amounts:
 - (a) The sum of \$35,000.00 for the easement.



- (b) All registration fees payable to NSW LRS.
- (c) TDM's mortgagee consent fee to the easement.
- (d) SH shall cause survey pegs to be placed at the eastern and western end of the contiguous boundary with Lot 5 in DP846527.

4.2 Payment by SH to TDM will be made within 7 business days from the date of registration of the easement by NSW LRS.

5. Construction of Easement

- 5.1 All work in relation to construction of the easement shall be carried out at the expense of SH and shall be completed without delay and in a proper and workmanlike manner and in accordance with the requirements of Wingecarribee Shire Council to the satisfaction of Wingecarribee Shire Council and in accordance with any applicable Australian Standard. All drainage pipes will be laid within the easement area.
- 5.2 Construction of the easement is to be completed by 30 June 2020. In the event that construction is not completed by 30 June 2020 SH will pay any increase to the costs of fencing and concreting works that TDM will incur. TDM will at the date of this Deed provide SH with quotes for the fencing and concreting works and shall also provide any revised quote if construction of the easement is not completed by 30 June 2020.

6. Access to construct Easement

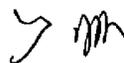
- 6.1 TDM shall allow the authorised representatives of SH its' surveyors, contractors and servants reasonable access to the area of the proposed easement in order to survey and construct the easement.
- 6.2 SH shall provide a minimum of 48 hours notice to TDM of any proposed entry to their property by its contractors and servants who shall not unreasonably interfere with TDM's use and enjoyment of his property.

7. Completion of construction

Upon completion of all work on TDM's lot SH shall reinstate and leave the easement area and surrounding area in a manner as close as reasonably possible to the state it was in prior to commencement of the work.

8. Damage and repair to TDM's services

SH shall at her expense immediately repair and or rectify any damage caused to the existing services to TDM's property including any damage to the sewer main and or



9. Registration

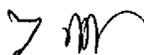
This Deed is subject to registration of the easement within 18 months from the date of this Deed. Should the easement not be registered within 18 months from the date of this Deed then either party may be written notice to the other rescind this Deed.

10. TDM's use of easement

- 10.1 TDM shall be entitled to drain sewage in any quantities into the pipes constructed within the easement area.
- 10.2 The easement to be registered shall contain terms to allow TDM to construct a concrete driveway of the site of the easement

11. Dispute resolution

- (a) Whilst this Deed remains in effect, if any dispute arises out of or in connection with this Deed or the interpretation of its terms, a party may not commence any court proceedings relating to the dispute unless this clause has been complied with, except where the party seeks urgent interlocutory relief or enforcement of any payments to be made by one party to the other party pursuant to this Deed.
- (b) A party claiming that a dispute ("the dispute") has arisen under or in relation to this Deed must give written notice to the other party specifying the nature of the dispute.
- (c) On receipt of that notice by the other party, the Parties must use their best endeavours to resolve the dispute expeditiously.
- (d) If the Parties have not resolved the dispute within fourteen (14) days of receipt of the notice referred to in subclause (b), or such further period as agreed in writing by them, the dispute shall go to either:
- (i) mediation in accordance with subclause (e), (f) and (g); or
 - (ii) arbitration in accordance with subclause (j)
- (e) A mediator appointed to resolve the dispute shall be:
- (i) as agreed in writing between the Parties; or failing such agreement
 - (ii) appointed by the President of the Law Society of New South Wales, or his or her nominee.
- (f) The mediation shall be confidential.
- (g) The costs of the mediator shall be borne equally by the Parties to the dispute



and each party shall bear their own legal costs in relation to the mediation unless it is clear the mediator that one of the Parties is requesting mediation only to incur costs the other party cannot reasonably be expected to pay.

- (h) If mediation does not resolve the dispute:
- (i) after twenty eight (28) days, or such longer period as agreed by the Parties in writing; or
 - (ii) such earlier date as the mediator notifies the Parties in writing that the mediation is at an end;

a party may give written notice to the other Parties that mediation has not resolved the dispute and request in writing that within fourteen (14) days an arbitrator be appointed.

- (i) If the dispute is not resolved at mediation then each party shall be at liberty to claim their costs against the other Parties, including the costs referred to in subclause (g).
- (j) The arbitrator appointed to resolve the dispute shall be:
 - (i) as agreed upon by the Parties and shall be, if possible , a retired superior court judge but may otherwise be, with the Parties consent, an arbitrator from The Institute of Arbitrators and Mediators Australia (IAMA) or a like organisation; or failing such agreement
 - (ii) appointed by the President of the Law Society of New South Wales, or his or her nominee;

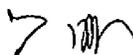
and the arbitration shall be carried out in accordance with the laws of New South Wales as are applicable to arbitrations.

- (k) The costs of the arbitration shall be borne equally between the Parties unless the Arbitrator decides otherwise and the decision of the Arbitrator on any matter referred to him shall be final and binding between the Parties.

12. Acknowledgments

Each party acknowledges:-

- (a) that they have obtained their own legal advice prior to entering into this Deed,
- (b) that they enter into this Deed of their own free will and without duress or coercion from any party,
- (c) that this Deed contains the complete agreement between the parties.



13. Further Assurance

The Parties hereby agree at any time and from time to time to make, execute and deliver all instruments necessary to give effect to the provisions of this Deed.

14. Legal expenses

SH shall pay a maximum of \$2,200.00 inclusive of GST for TDM's legal costs that are incidental to the preparation and execution of this Deed. SH shall pay its' own legal costs. SH shall also pay TDM the sum of \$55.00 for accounting advice that has been obtained.

15. GST

All amounts expressed in Deed this unless otherwise stated are exclusive of GST. If TDM are liable to pay GST then SH will pay the GST within seven days of receipt of a Tax Invoice from TDM.

16. Binding effect of Deed

This Deed is binding on the heirs, executors, administrators and assigns liquidators and receivers of the Parties hereto.

17. Severability of provisions

If any provision of this Deed is held invalid, such invalidity is not to affect the other provisions of this Deed, which can be given effect without the invalid provisions and, to this end, the provisions of this Deed are intended to be and are to be deemed severable.

18. Modification

No modification of this Deed, nor waiver of any provision hereof, right hereunder, condition herein or release hereunder, or release from any obligation imposed hereby, is to be made except by written instrument duly signed by both Parties hereto. This agreement represents the entire agreement between the Parties and the Parties acknowledge that in entering into this Deed that they each have not relied upon any statement, representation, warranty or condition made or given by either of them in respect of the subject matter of this agreement other than those that are expressly contained herein.



upon any statement, representation, warranty or condition made or given by either of them in respect of the subject matter of this agreement other than those that are expressly contained herein.

19. Signing

This Deed is to be executed in duplicate, each of which so executed is to be deemed an original and to constitute one and the same Deed.

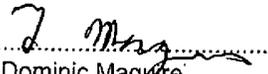
20. Governing law

All matters affecting the interpretation of this Deed and the rights of the Parties are to be governed by the laws of New South Wales. Each of the Parties agrees that the provisions of this Deed may be enforced only in the jurisdiction of New South Wales.

Executed as a Deed

SIGNED SEALED AND DELIVERED BY
TERENCE DOMINIC MAGUIRE
in the presence of

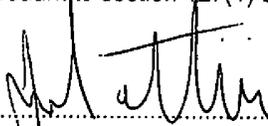

.....
Signature of witness


.....
Terence Dominic Maguire

GARRY MANN
.....
Name of witness

404A OLD NORTHERN RD
Address of witness
GLENSIDE

.....
SIGNED BY SETT HOMES PTY LTD ACN 103 972 363
pursuant to section 127(1) of the *Corporations Act, 2001 (Cth)*


.....
Joseph Settineri
Sole Director and Secretary

Planning Certificate

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

To: OUR LAWYERS
87 MAIN STREET
MITTAGONG NSW 2575

Your Ref: 18475 O'BRIEN
Fees Paid: \$ 70.60
Receipt Number: -44596740

Certificate Date: 29 October 2025

Certificate Number: S10.726/1606

This certificate relates to: 4 ZOLLNER PLACE MITTAGONG NSW 2575

Legal Description: Lot 4 DP 1270508

Property No: 1844740

Advice on this certificate: Advice provided under section 10.7(2): See Items 1-23.

IMPORTANT: Please read this certificate carefully.

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

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

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

A note to private certifiers:

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

We're with you

Section 10.7(2) Advice

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

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

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

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

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

State Environmental Planning Policies

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

Local Environmental Plans

Wingecarribee Local Environmental Plan 2010

Development Control Plans

No DCP Applies

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

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

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

(4) *In this section—*

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

Draft or Proposed State Environmental Planning Policies

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

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

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

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

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

Draft Local Environmental Plans or Planning Proposals

SHIRE WIDE

Planning Proposal (ref. PP-2025-1438) to amend the *Wingecarribee Local Environmental Plan 2010* to include *tourist and visitor accommodation* as permitted with consent in the E1 Local Centre zone, providing for, at least, *backpackers' accommodation, bed and breakfast accommodation, hotel and motel accommodation and serviced apartments*.

Planning Proposal (ref. PP-2024-2040) to amend the *Wingecarribee Local Environmental Plan 2010* by adding new heritage items and new heritage conservation areas recommended by the *Wingecarribee Community Heritage Study 2021-23* (adopted by Council 7 August 2024).

SITE SPECIFIC

Nil

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

Draft Development Control Plans

Nil

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

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

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

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

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

3 Permitted with consent

Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Serviced apartments; Signage; Tank-based aquaculture

4 Prohibited

Any development not specified in item 2 or 3

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

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

Nil

(c) Whether additional permitted uses apply to the land

The following additional permitted uses apply to the land:

Nil

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

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

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

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

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

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

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

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

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

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

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

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

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

3. CONTRIBUTIONS

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

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

Administration 2011 to 2031

Central Library

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

Roads and Traffic Facilities 2012 to 2031

Resource Recovery Centre 2009

Section 7.12 Local Infrastructure Contributions Plan 2025

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

Draft contributions plans

There are NO draft Contributions Plans that apply to the land.

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

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

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

(4) *In this section—*

continued 7.23 determination means a 7.23 determination that—

(a) *has been continued in force by the Act, Schedule 4, Part 1, and*

(b) *has not been repealed as provided by that part.*

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

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

4. COMPLYING DEVELOPMENT

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

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

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

Housing Code

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

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

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Pattern Book Development Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

Agritourism and Farm Stay Accommodation Code

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

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

Nil

5. EXEMPT DEVELOPMENT

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

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

Outstanding biodiversity value 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> .	NO
Critical habitat of endangered species, populations and ecological communities 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> .	NO

State Heritage Register and interim heritage orders 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.	NO
Wilderness area 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>).	NO
Exempt development excluded areas 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> .	NO

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

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

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

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

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

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

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

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

7. LAND RESERVED FOR ACQUISITION

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

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

8. ROAD WIDENING AND ROAD REALIGNMENT

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

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

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

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

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

9. FLOOD RELATED DEVELOPMENT CONTROLS

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

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

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

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

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

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

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

Except as stated below and elsewhere in this certificate, the land IS NOT affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire,

tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

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

11. BUSH FIRE PRONE LAND

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

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

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

12. LOOSE-FILL ASBESTOS INFORMATION

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

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

13. MINE SUBSIDENCE

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

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

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

14. PAPER SUBDIVISION INFORMATION

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

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

15. PROPERTY VEGETATION PLANS

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

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

16. BIODIVERSITY STEWARDSHIP SITES

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

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

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

17. BIODIVERSITY CERTIFIED LAND

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

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

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

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

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

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

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

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

**(2) *In this section—
existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.***

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

20. WESTERN SYDNEY AEROTROPOLIS

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

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

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

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

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

- (1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—***

- (a) the period for which the certificate is current, and***
- (b) that a copy may be obtained from the Department.***

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

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

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

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

- (4) In this section—***

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

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

23. WATER OR SEWERAGE SERVICES

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

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

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

24. SPECIAL ENTERTAINMENT PRECINCTS

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

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

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

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

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

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

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

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

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

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

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

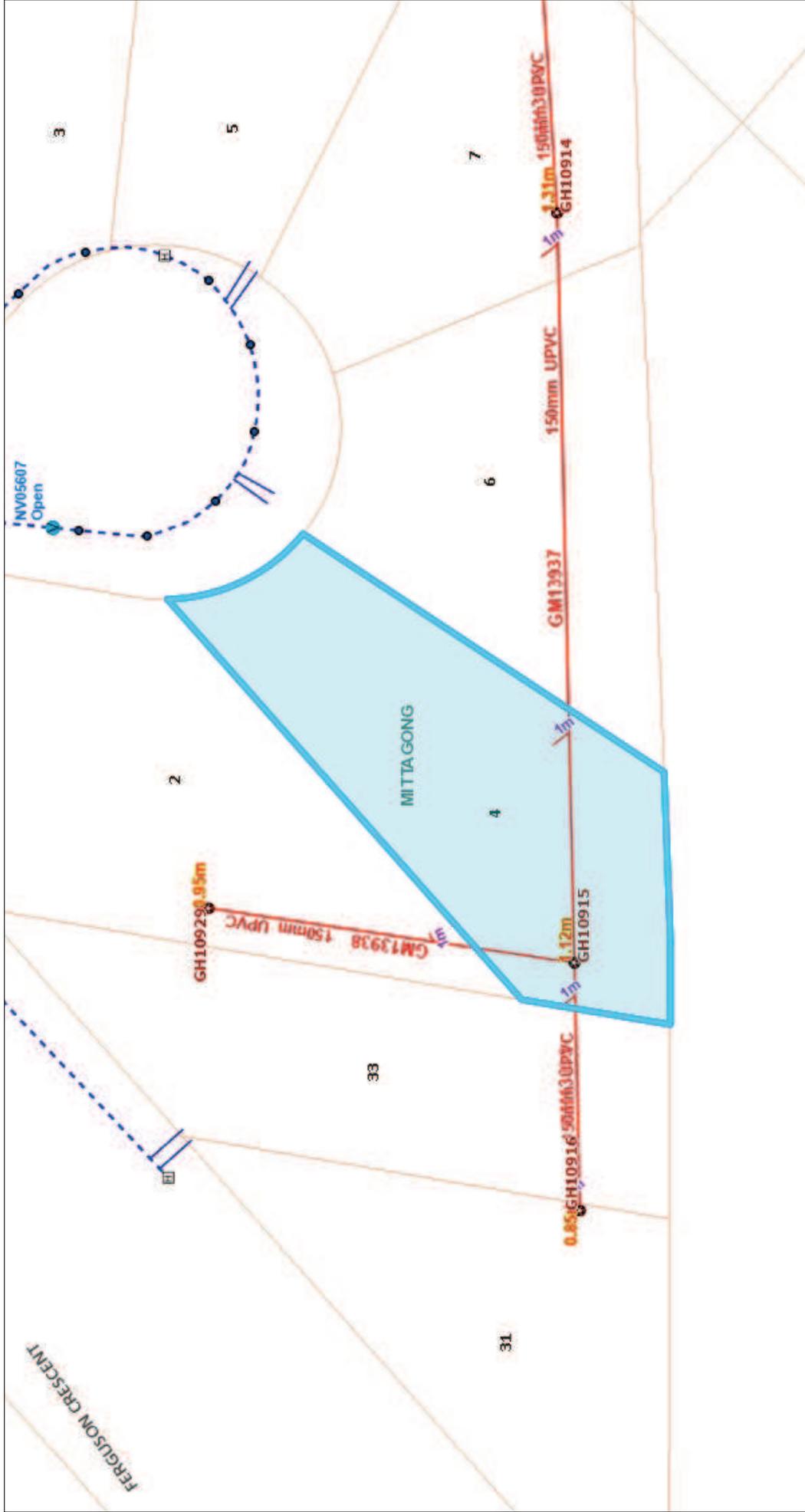
Council HAS NO record that the land is the subject of a site audit statement within the meaning of that Act at the date of the issue of this certificate.

END OF CERTIFICATE

Strategic Outcomes

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

Lisa Miscamble
GENERAL MANAGER



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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WINGECARRIBEE SHIRE COUNCIL

0 10.11 20.2
Meters

SEWER SERVICE DIAGRAM

Lot No. **4**
 SUBURB OF **MITTAGONG**
 Licence No. **124307C**

DP No. **1270508**

House No. **4**

Street **ZOLLNER PLACE**
 LGA. **WINGECARRIBEE**
 SCALE **1:200**

SSD No. _____
 Date **27/8/25**

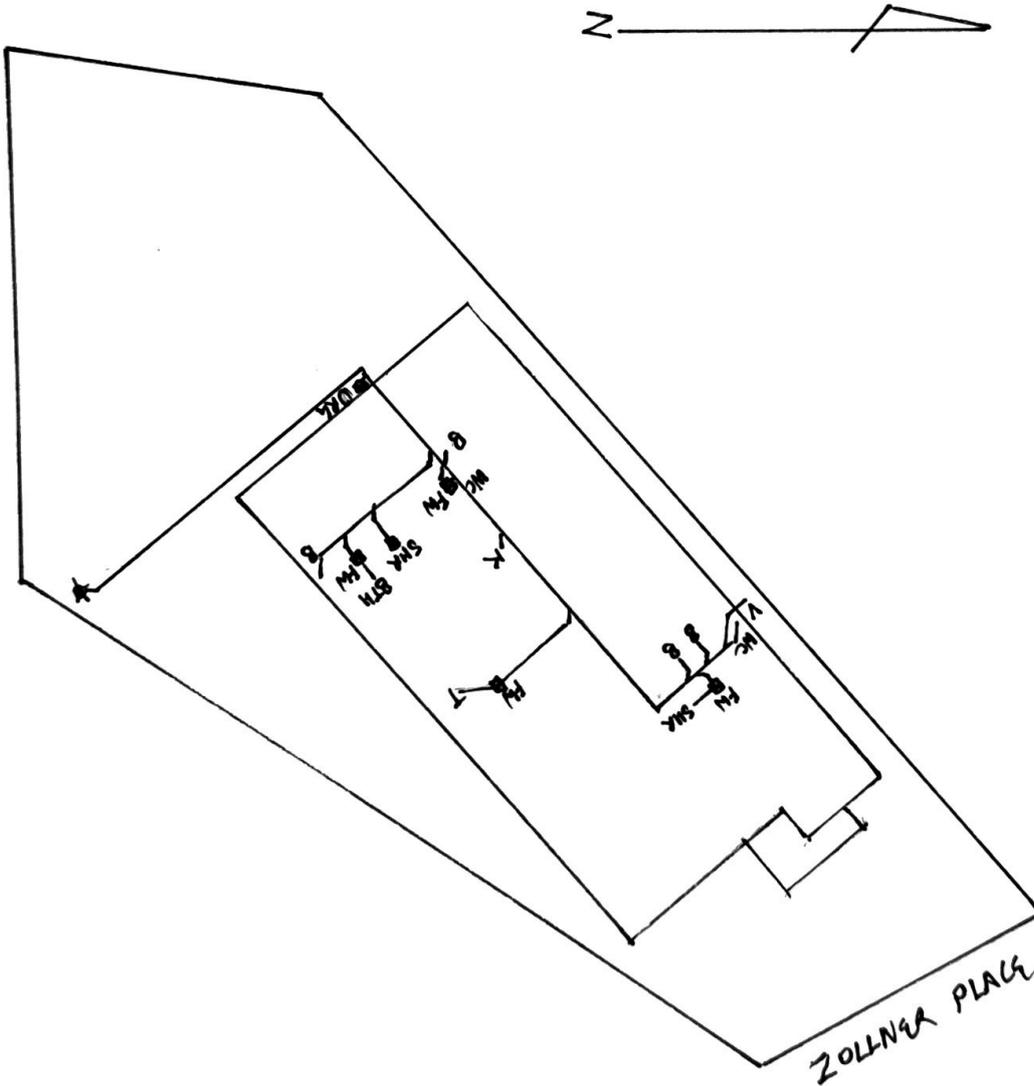
Signature: *[Handwritten Signature]*

Now / COC No. _____

	Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)		Chr	Chamber
	Inspection Shaft	B	Basin	(L)	Trough (laundry)		Pit	Pit
	Inspection Opening	Bth	Bath Waste	WC	Water Closet		G	Grease Interceptor
	Gully	Bid	Bidet		Vert		Pump Unit	Pump Unit
	FW	CO	Clean Out		WS		OTS	Onsite Treatment System
	Vertical Junction	FW	Floor Waste Gully		SVP		R	Reflux Valve
	Sloped Junction	Shr	Shower		V		Sealed	Capped Point
	On Back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap		Prov	Provisional (future) drain point

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

© State of New South Wales through NSW Fair Trading April 2014



Policy No:

Policy Date:

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	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	

^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 noncompletion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Nathan Agius, General Manager, General Lines Underwriting
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.

Certificate No:

Issued on:



Scan this QR code to check the validity of your HBCF policy on the Home Building Compensation (HBC) Check database.

Our Ref: 25/1114.01
Contact: RW



11 September 2025

N McCarthy
217 ARGYLE STREET
MOSS VALE NSW 2577

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

02 4868 0888

mail@wsc.nsw.gov.au

ABN 49 546 344 354

Dear Sir/Madam

Carry out water plumbing, sanitary & stormwater drainage work

Application No: 25/1114.01

Property: Lot 4 DP 1270508 - 4 ZOLLNER PLACE MITTAGONG NSW

I refer to the built at the above property and advise that Council has carried out the following inspections pursuant to the approval issued under Section 68 of the *Local Government Act 1993*:

- i. Internal drainage
- ii. External drainage
- iii. Final inspection of water plumbing, sanitary & stormwater drainage

As at the date of this correspondence, Council is satisfied that the requirements relating to the approvals issued under the *Local Government Act 1993* have been complied with and usage of the building may commence.

For further information, please contact Council on (02) 4868 0888 Monday to Friday 8.30 am – 11.00am.

Yours faithfully



Raymond Whittington
Plumbing & Drainage Inspector

Working with you



Professional Consulting

Date: August 27, 2025

To Whom It May Concern

Greenough Plumbing Services P/L has installed the storm water pipework at Lot 4, 4 Zollner Place Mittagong, NSW 2575 in accordance with Condition 7 of application number 25/1114 and in accordance with NCC 2022-Volume 3 Plumbing Code of Australia.

Kind regards,

A handwritten signature in black ink, appearing to read "Andrew Greenough".

Andrew Greenough
Director
Greenough Plumbing Service P/L

NCC 2022



ABCB NCC 2022 VOLUME TWO BASIX Thermal Comfort Energy Efficiency Assessment

Accredited Star Rating
7.1

REFERENCE
NSH019

SITE ADDRESS
Lot 4 (#4) Zollner Place MITTAGONG 2575

DWELLING TYPE
Single Storey

COMMISSIONED BY
Wattle Court

ASSESSMENT DATE
6/11/2024

Energy Advance Australia Pty. Ltd.
NatHERS Accreditation Number: DMN/14/1662
34 Dellamarta Road WANGARA 6065
PO Box 1436 WANGARA DC 6947
ACN: 60 9332014 | 1300 850 228
energy@energyadvance.com.au
1300 850 228



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THE SUMMARY

Address	Lot 4 (#4) Zollner Place MITTAGONG 2575	
Dwelling Type	Single Storey	Façade Facing
State	New South Wales	North-West
Site Exposure	Suburban	Garage Side (viewed from the front)
Ground Floor Type	Concrete Slab-on-Ground	Left-Hand Side
NatHERS Climate Zone	24	Modelled Wall Colour
FirstRate 5 Engine:	Chenath Engine 3.22	Wall Colour: Medium
Certificate Number	A0B15X0MA0	Modelled Roof Colour
Accredited Star Rating	7.1	Solar Absorptance: Medium roof colour
		Modelled Glazing Frame Colour
		Glazing Frame Colour: Light
Conditioned Floor Area (m²)	167.70	
Unconditioned Floor (m²)	15.50	
Total (m²)	183.20	

	Area (m ²)	Allowance (W/m ²)	Total Maximum Watts
Class 1 Total Area	205.54	5.0	1027.7
Class 10a Total Area	38.63	3.0	115.9
Total Outdoor Areas	21.28	4.0	85.1

Maximum Ceiling Insulation Penetration	Maximum Allowance	Maximum Penetration (m2)
	0.50%	1.03

If approved fireproof downlight covers, which can be fully covered by insulation, are specified and noted on the electrical plan by the building designer or architect or if IC4-rated downlights are installed, then there is no need to allow for the ceiling penetration.

ASSESSMENT CALCULATIONS & SOFTWARE RESULTS

	Target (MJ/m ² .pa)	Proposed (MJ/m ² .pa)	Efficiency Benchmark
Heating:	117.0	116.5	Pass: 0.4%
Cooling:	30.0	3.0	Pass: 163.6%
Total:	147.0	119.5	



THE ANALYSIS

This dwelling exceeds minimum thermal comfort compliance targets by 18.7%

Cooling the main areas in this home each year uses as much energy as walking around the Earth 0.4 times, or watching Netflix continuously for approximately 0.2 years.



Heating the main areas in this home uses the same amount of energy every year as watching Netflix continuously for approximately 6.2 years, or walking around the Earth 16.9 times.

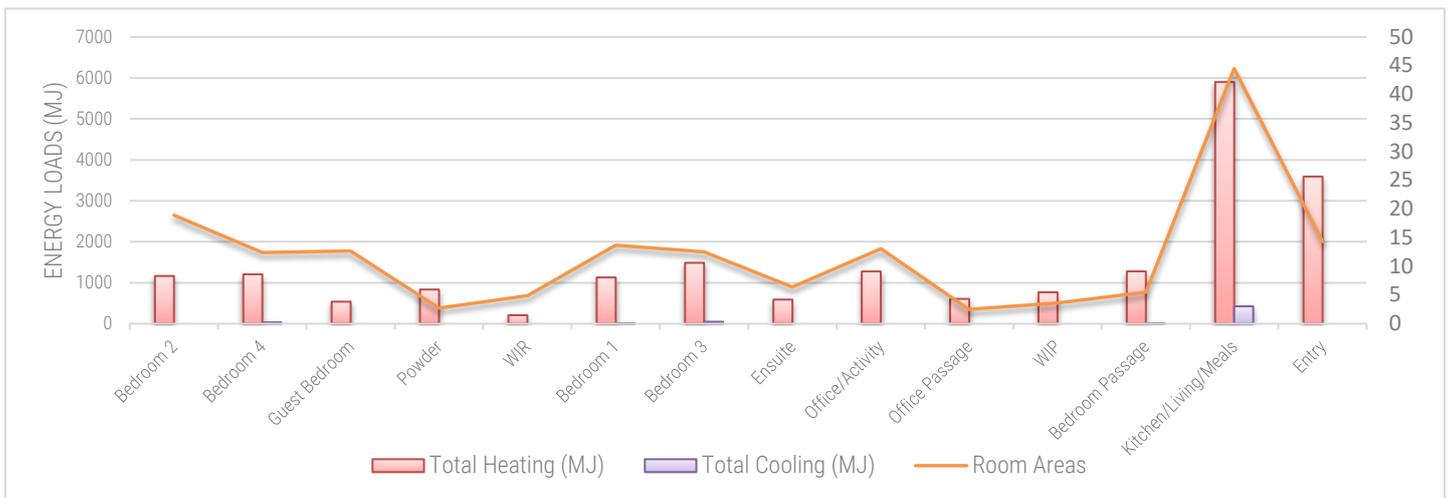
Room-by-Room Energy Use Analysis

This graph shows the annual energy needed to heat and cool each room to a comfortable temperature.

The taller the bar means the room requires either more warmth to stay cozy during cold weather, or energy to remain cool when it's hot outside.

The line represents what would be considered good energy use for the size of each room. When bars rise above this line, it means the room is using more energy than expected, highlighting opportunities for energy-efficient improvements.

The goal is shorter bars, indicating your home is comfortably heated and cooled without excessive energy use. Rooms with the tallest bars are key areas to focus on for energy-saving upgrades.



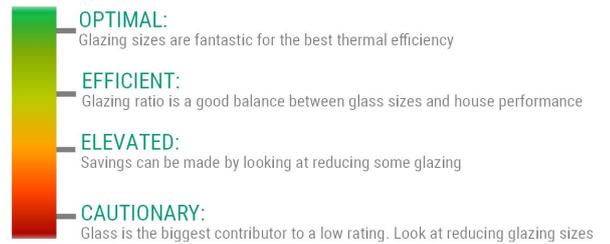
THE ANALYSIS

Understanding the Window Ratio

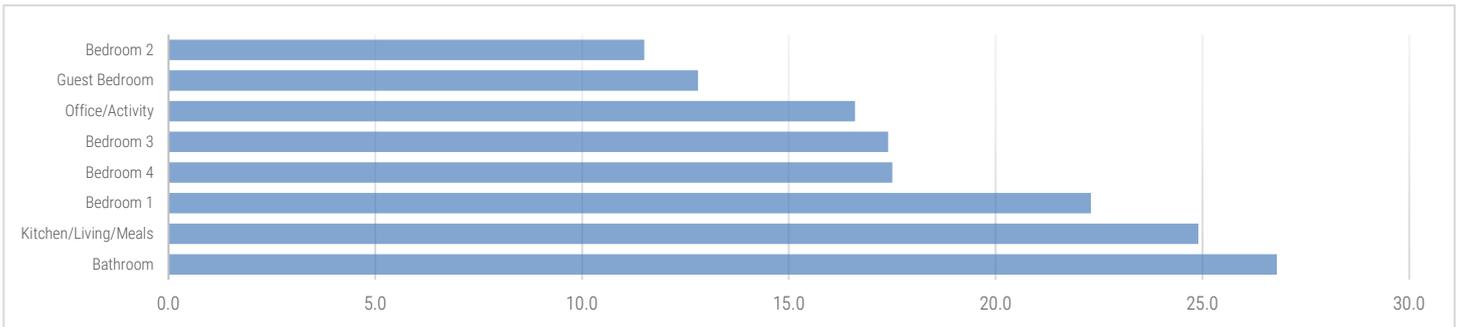
The ratio below shows the percentage of the dwelling's exterior that's made up of glass compared to the floor area. Ideally, a lower percentage contributes to better thermal efficiency, reducing energy loss and lowering energy bills.

This dwelling's glazing ratio is fantastic, helping this dwelling maintain a consistent temperature without excessive heating or cooling, which means energy savings and a better environmental footprint. If the dwelling is getting a less-than-compliant rating, it may be beneficial to look at the orientation chart below and move some window/doors to other walls.

16.3 %



Top 8 Window to Floor Area Ratios per Room



Mapping Out Glass: Orientation Analysis

The chart maps out the distribution of glass, showing their orientation around the house as percentages of the total floor area.

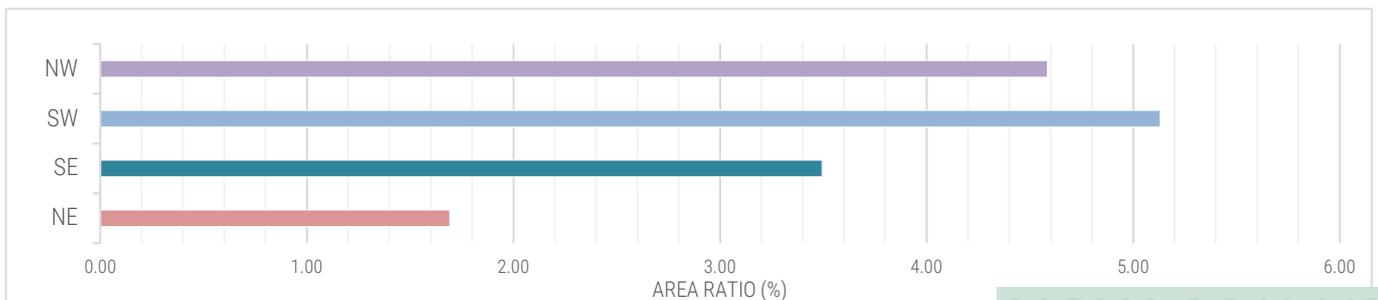
NORTH: Increase the proportion of minimally shaded glass facing north: between 10-15%

EAST: East-facing glass should be kept to under 8%.

SOUTH: South-facing glass should be reduced as much as possible; aiming for 5% or less.

WEST: Aim to limit glass on the west to less than 5% of the floor area to prevent excess heat gain.

These are guides to help enhance your home's thermal efficiency. For detailed shading strategies, refer to the floor plans.



energy@energyadvance.com.au
Energy Advance Australia Pty Ltd | 34 Dellamarta Road WANGARA 6065
ACN: 60 9332014 | 1300 850 228

Certificate No. # A0B15X0MA0

Scan QR code or follow website link for rating details.

Assessor name: Claude-Francois Sookloll
Accreditation No: DMN/14/1662
Property Address: Lot 4 (#4) Zollner Place MITTAGONG, 2575, NSW, 2575

<https://www.f5.com.au/QRCodeLanding?PublicId=A0B15X0MA0>

THE SPECIFICATIONS

Walls

CONSTRUCTION TYPE AND INSULATION	FRAME TYPE	LOCATION	THERMAL BREAK?
Brick Veneer/Framed R2.5 Insulation Vapour Wrap	Unknown	External	Unknown
WDF Brick Veneer R2.5 Insulation VP Wrap	Timber	External	N/A
WDF INT Plasterboard Stud Wall Uninsulated No Wrap	Timber	Internal	N/A
WDF INT Plasterboard Stud Wall R2.5 Insulation No Wrap	Timber	Internal	N/A
OTH Double Leaf Brick Wall 110mm Uninsulated	None	External	None

ADDITIONAL NOTES

Refer to Plans/Drawings for the location of external walls.
Internal wall insulation: Garage internal walls only
Wall Colour: Medium

Roof and Ceiling

CONSTRUCTION TYPE	CEILING INSULATION (R)	SARKING	THERMAL BREAK?	BLANKET (R)
Metal Roof OR Tiled Roof w/Sarking	6.0	No	No	1.3

ADDITIONAL NOTES

Solar Absorptance: Medium roof colour
Ceiling Insulation to the House Area only
Min Ø 1,200mm ceiling fans added to the Bedrooms only

Floor

CONSTRUCTION TYPE	VENTILATION	FLOOR INSUL (R)	SLAB EDGE (R)	FLOOR AREAS (m ²)
85mm Concrete 225mm Waffle	Enclosed	Integrated	None	219.0

ADDITIONAL NOTES

Glazing

Glazing Frame Colour: Light

WERS CODE*	CHARACTERISTIC	TYPE	U _w -VALUE	SHGC _w	AREA (m ²)	ADDITIONAL NOTES
BRD-113_47 A	Standard Double Glazing	Awning Window	4.35	0.56	9.09	Awning windows
BRD-002-01 A	Standard Double Glazing	Sliding Window	4.42	0.59	13.15	Sliding windows
BRD-035-01 A	Standard Double Glazing	Sliding Door	4.05	0.65	5.06	Sliding doors

THE REGULATIONS

13.7.1 Application of Part 13.7

- (1) This Part applies to (a) a Class 1 building, (b) a Class 10a building, and (c) a Class 10b swimming pool associated with a Class 1 or 10a building.
- (2) Part 13.7 must be applied as directed in H6D2(2).

13.7.2 Insulation of services

Thermal insulation for central heating water piping and heating and cooling ductwork must—

- (a) be protected against the effects of weather and sunlight, and (b) be able to withstand the temperatures within the piping or ductwork; and (c) use thermal insulation material by AS/NZS 4859.1.

13.7.3 Central heating water piping

- (1) Central heating water piping that is not within a conditioned space must be thermally insulated to achieve the minimum material R-Values as set out in (2) to (6).
- (2) Internal piping including— (a) flow and return piping that is— (i) within an unventilated wall space or (ii) within an internal floor between storeys; or (iii) between ceiling insulation and a ceiling and (b) heated water piping encased within a concrete floor slab (except that which is part of a floor heating system), must, in all climate zones, have a minimum material R-Value of 0.4.
- (3) Piping located within a ventilated wall space, an enclosed building subfloor or a roof space, including— (a) flow and return piping; and (b) cold water supply piping within 500 mm of the connection to the central water heating system; and (c) relief valve piping within 500 mm of the connection to the central water heating system, must have a minimum material R-Value by (5).
- (4) Piping located outside the building or in an unenclosed building subfloor or roof space, including— (a) flow and return piping; and (b) cold water supply piping within 500 mm of the connection to the central water heating system; and (c) relief valve piping within 500 mm of the connection to the central water heating system, must have a minimum material R-Value by (6).
- (5) Piping referred to in (3) must have a minimum material R-Value of— (a) in climate zones 1, 2, 3 and 5 — 0.6; and (b) in climate zones 4, 6 and 7 — 0.9; and (c) in climate zone 8 — 1.3.
- (6) Piping referred to in (4) must have a minimum material R-value of— (a) in climate zones 1, 2, 3 and 5 — 0.6; and (b) in climate zones 4, 6 and 7 — 1.3; and (c) in climate zone 8 — 1.3.

13.7.4 Heating and cooling ductwork

- (1) Heating and cooling ductwork and fittings must— (a) achieve the material R-Value in (4), and (b) be sealed against air loss— (i) by closing all openings in the surface, joints and seams of ductwork with adhesives, mastics, sealants or gaskets by AS 4254.1 and AS 4254.2 for a Class C seal; or (ii) for flexible ductwork, with a draw band in conjunction with a sealant or adhesive tape.
- (2) Duct insulation must— (a) abut adjoining duct insulation to form a continuous barrier and (b) be installed so that it maintains its position and thickness, other than at flanges and supports; and where located outside the building, under a suspended floor, in an attached Class 10a building or in a roof space— (i) be protected by an outer sleeve of protective sheeting to prevent the insulation becoming damp, and (ii) have the outer protective sleeve sealed with adhesive tape not less than 48 mm wide creating an airtight and waterproof seal.
- (3) The requirements of (1) do not apply to heating and cooling ductwork and fittings located within the insulated building envelope including a service riser within the conditioned space, internal floors between storeys and the like.
- (4) The material R-Value required by (1)(a) must be determined by the following: (a) In a heating-only system or cooling-only system including an evaporative cooling system— (i) ductwork must have a minimum material R-Value of— (A) in climate zones 1 to 7 — 1.0; and (B) in climate zone 8 — 1.5; and (ii) fittings must have a minimum material R-Value of 0.4.
- (b) In a combined heating and refrigerated cooling system— (i) ductwork must have a minimum material R-Value of— (A) in climate zones 1, 3, 4, 6 and 7 — 1.5; and (B) in climate zones 2 and 5 — 1.0; and (C) in climate zone 8 — 1.5; and (ii) fittings must have a minimum material R-Value of 0.4.
- (c) For (b)(i), the minimum material R-value required for ductwork may be reduced by 0.5 for combined heating and refrigerated cooling systems in climate zones 1, 3, 4, 6 and 7 if the ducts are— (i) under a suspended floor with an enclosed perimeter; or in a roof space that has an insulation of greater than or equal to R0.5 directly beneath the roofing.



THE REGULATIONS

13.7.5 Electric resistance space heating

An electric resistance space heating system that serves more than one room must have— (a) separate isolating switches for each room and (b) a separate temperature controller and time switch for each group of rooms with common heating needs and (c) power loads of not more than 110 W/m² for living areas, and 150 W/m² for bathrooms.

13.7.6 Artificial lighting

(1) The lamp power density or illumination power density of artificial lighting, excluding heaters that emit light, must not exceed the allowance of— (a) 5 W/m² in a Class 1 building and (b) 4 W/m² on a Verandah, balcony or the like attached to a Class 1 building; and (c) 3 W/m² in a Class 10a building associated with a Class 1 building.

(2) The illumination power density allowance in (1) may be increased by dividing it by the relevant illumination power density adjustment factor for a control device in (6) as applicable.

(3) When designing the lamp power density or illumination power density, the power of the proposed installation must be used rather than nominal allowances for exposed batten holders or luminaires.

(4) If halogen lamps are installed, they must be separately switched from fluorescent lamps.

(5) Artificial lighting around the perimeter of a building must— (a) be controlled by a daylight sensor or (b) have an average light source efficacy of not less than 40 Lumens/W.

(6) The following illumination power density adjustment factors apply to control devices for artificial lighting:

(a) Lighting timer for corridor lighting: 0.7. Motion detector —(i)(A) at least 75% of the area of space is controlled by one or more motion detectors; or

(b) an area of less than 200 m² is switched as a block by one or more motion detectors; and (i) 0.7, where up to 6 lights are switched as a block by one or more detectors; and (ii) 0.55, where up to 2 lights are switched as a block by one or more detectors.

(c) Manual dimming system where not less than 75% of the space area is controlled by manually operated dimmers: 0.85.

(d) Programmable dimming system where not less than 75% of the space area is controlled by programmable dimmers: 0.85.

(e) Dynamic dimming system, with automatic compensation for lumen depreciation, the design lumen depreciation factor is not less than — (i) 0.9 for fluorescent lights or (ii) 0.8 for high-pressure discharge lights.

(f) Fixed dimming where at least 75% of the area is controlled by fixed dimmers that reduce the overall lighting level and the power consumption of the lighting — equal to the % of full power to which the dimmer is set divided by 0.95.

(g) Daylight sensor and dynamic lighting control device, with dimmed or stepped switching of lights adjacent to windows: (i) Lights within the space adjacent to windows other than roof lights for a distance from the window equal to the depth of the floor at window head height: 0.5. (ii) Lights within the space adjacent to roof lights: 0.6.

(7) For (6)(c), manual dimming is where lights are controlled by a knob, slider, or other mechanism or where there are pre-selected scenes that are manually selected.

(8) For (6)(d), programmed dimming is where pre-selected scenes or levels are automatically selected by the time of day, photoelectric cell, or occupancy sensor.

(9) For (6)(e), dynamic dimming is where the lighting level is varied automatically by a photoelectric cell to either proportionately compensate for the availability of daylight or the lumen depreciation of the lamps.

(10) For (6)(f), fixed dimming is where lights are controlled to a level, and that level cannot be adjusted by the user.

(11) For (6)(g)(i) and (ii), the illumination power density adjustment factor is only applied to lights controlled by that item — this adjustment factor does not apply to tungsten halogen or other incandescent sources.

13.7.7 Water heater in a heated water supply system

A water heater in a heated water supply system must be designed and installed by Part B2 of NCC Volume Three — Plumbing Code of Australia.

13.7.8 Swimming pool heating and pumping

(1) Heating for a swimming pool must be by— (a) a solar heater not boosted by electric resistance heating or

(b) a heater using reclaimed energy, (c) a gas heater, or (d) a heat pump, or (e) a combination of (a) to (d).

(2) Where some or all of the heating required by (1) is by a gas heater or a heat pump, the swimming pool must have— (a) a cover with a minimum R-Value of 0.05 unless located in a conditioned space and (b) a time switch to control the operation of the heater.

(3) A time switch must be provided to control the operation of a circulation pump for a swimming pool.

(4) For the purposes of 13.7.8, a swimming pool does not include a spa pool.

13.7.9 Spa pool heating and pumping

(1) Heating for a spa pool that shares a water recirculation system with a swimming pool must be by— (a) a solar heater or

(b) a heater using reclaimed energy or a gas heater, or (d) (e) a combination of (a) to (d).

(2) Where some or all of the heating required by (1) is by a gas heater or a heat pump, the spa pool must have— (a) a cover and (b) a push button and a time switch to control the operation of the heater.

(3) A time switch must be provided to control the operation of a circulation pump for a spa pool having a capacity of 680 L or more.

Nationwide House Energy Rating Scheme® NatHERS® Certificate No. A0B15X0MA0

Thermal performance
star rating

Generated on 6 Nov 2024 using FirstRate5: 5.5.5a (3.22)

Property

Address Lot 4 (#4) Zollner Place MITTAGONG,
2575, NSW, 2575
Lot/DP 4/1270508
NCC Class* Class 1a
Floor/all Floors
Type New Home

Plans

Main plan NSH019
Prepared by Wattle Court

Construction and environment

Assessed floor area [m²]*	Exposure type
Conditioned* 167.7	suburban
Unconditioned* 51.2	NatHERS climate zone
Total 218.9	24 Canberra Airport
Garage 35.7	



Accredited assessor

Name Claude-Francois Sookloll
Business name Energy Advance
Email energy@energyadvance.com.au
Phone 1300 850 228
Accreditation No. DMN/14/1662
Assessor Accrediting Organisation
Design Matters National
Declaration of interest No

NCC Requirements

NCC provisions Volume 2
State/Territory variation Yes

National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J3D3 and J3D15 of NCC Volume One.

NCC 2022 includes enhanced thermal performance requirements for houses and apartments. It also includes a new whole-of-home annual energy use budget which applies to the major equipment in the home.

The NCC, and associated ABCB Standards and support material, can be accessed at www.abcb.gov.au.

Note, variations and additions to the NCC energy efficiency requirements may apply in some states and territories.



**NATIONWIDE
HOUSE**
ENERGY RATING SCHEME®

119.5 MJ/m²

Predicted annual energy load for heating and cooling based on standard occupancy assumptions.

For more information on your dwelling's rating see:
www.nathers.gov.au

Thermal performance [MJ/m²]

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	116.5	3
Load limits	N/A	N/A
Features determining load limits		
Floor type (lowest conditioned area)		N/A
NCC climate zone 1 or 2		N/A
Outdoor living area		N/A
Outdoor living area ceiling fan		N/A

Whole of Home performance rating

No Whole of Home performance rating generated for this certificate

Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=A0B15X0MA0>. When using either link, ensure you are visiting www.fr5.com.au.





About the ratings

Thermal performance rating

NatHERS thermal software models the expected heating and cooling energy loads using information about the design, construction, climate and common patterns of household use. The thermal performance rating (shown as a star rating on this Certificate) does not take into account appliances, apart from the airflow impacts from ceiling fans.

Whole of Home performance rating

NatHERS Whole of Home software uses the heating and cooling energy loads combined with the energy performance of the home's appliances (heating, cooling, hot water, lighting, pool/spa pump and onsite renewable energy generation and storage) and models the expected energy value* of the whole home. The Whole of Home performance rating is shown as a score out of 100 on this Certificate.

Heating & Cooling Load Limits

Additional information

In some locations under the NCC NatHERS pathway, separate heating and cooling load limits may apply. Minimum required star ratings in northern parts of Australia may also be affected by the presence or absence of an outdoor living area and/or an outdoor living area ceiling fan. Refer to the ABCB NatHERS heating and cooling load limits Standard 2022 for details or contact the relevant local building regulating authority, noting that State and Territory variations may also apply.

Setting options:

Floor type:

- CSOG – Concrete Slab on Ground
- SF – Suspended Floor (or a mixture of CSOG and SF)
- NA – Not Applicable

NCC climate Zone 1 or 2:

- Yes
- No
- NA – not applicable

Outdoor living area:

- Yes
- No
- NA – not applicable

Outdoor living area ceiling fan:

- Yes
- No
- NA – not applicable

Predicted Whole of Home annual impact by appliance

Shows the contribution each appliance has on the home's annual energy use, greenhouse gas emissions and cost without solar

Energy use:



Greenhouse gas emissions:



Cost:



Graph key:



Predicted onsite renewable energy impact

No Whole of Home performance assessment conducted for this certificate.

*Refer to glossary.



Certificate check

The checklist covers important items impacting the dwelling's ratings. It is recommended that the accuracy of the whole certificate is checked.

Note: The boxes indicate when and who should check each item. It is not mandatory to complete this checklist.

	Approval stage		Construction stage		Occupancy/other
	Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	
Genuine certificate check					
Does this Certificate match the one available at the web address or QR code verification link on the front page?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the NatHERS certificate number on the NatHERS-stamped plans match the number on this Certificate?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thermal performance check					
Windows and glazed doors					
Does the window size, opening type and location shown on the NatHERS-stamped plans or as installed match what is shown in 'Window and glazed door schedule' and 'Roof window schedule' tables on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the installed windows meet the substitution tolerances (AFRC* based SHGC* and U-values*) as shown in the 'Window and glazed door type and performance' and 'Roof window type and performance' tables on this Certificate?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
External walls					
Does the external wall bulk insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the External wall type table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the external wall shade (colour) match what is shown in the 'External wall type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor					
Does the floor insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Floor type' table on this certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling penetrations*					
Does the 'quantity' and 'type' of ceiling penetrations* (e.g. downlights, exhaust fans, etc) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling penetrations' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling					
Does the ceiling insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof					
Does the external roof shade (colour) on the NatHERS stamped plans or as installed match what is shown in the 'Roof type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Apartment entrance doors (NCC Class 2 assessments only)					
Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exposure*					
Has the appropriate exposure type (terrain) (shown on page 1) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Heating and cooling load limits*					
Do the load limits settings (shown on page 1) match the values in the ABCB Standard 2022: NATHERS heating and cooling load limits for the appropriate climate zone?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Refer to glossary.



Certificate check

Continued

	Approval stage		Construction stage		Occupancy/other
	Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	

Additional NCC requirements for thermal performance (not included in the NatHERS assessment)

Thermal bridging

Does the dwelling meet the NCC requirement for thermal bridging?

Insulation installation method

Has the insulation been installed according to the NCC requirements?

Building sealing

Does the dwelling meet the NCC requirements for Building Sealing?

Whole of Home performance check (not applicable if a Whole of Home performance assessment is not conducted)

Appliances

Does the cooling appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the Appliance schedule on this Certificate?

Does the heating appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or installed, match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

Does the hot water system type and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

Does the pool pump efficiency/performance shown on the NatHERS-stamped plans or as installed match the minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

Does the onsite renewable energy system type, orientation and system size or generation capacity shown on the NatHERS stamped plans or installed match the 'Onsite Renewable Energy schedule' on this Certificate?

Additional NCC Requirements for Services (not included in the NatHERS assessment)

Does the lighting meet the artificial lighting requirements specified in the NCC?

Does the hot water system meet the additional requirements specified in the NCC?

Provisional values* check

Have provisional values* been used in the assessment and, if so, are they noted in 'Additional notes' table below?

Other NCC requirements

Note: This Certificate only covers the energy efficiency requirements in the NCC. Additional requirements that must also be satisfied include, but are not limited to: condensation, structural and fire safety requirements and any state or territory variations to the NCC energy efficiency requirements.

Additional notes

BCA Climate Zone 6

Please note a non-reflective vapour permeable wall wrap has been modelled throughout the external walls of this dwelling

Perimeter insulation has not been included in the modelling of this dwelling

Eaves indicated by the 'Horizontal shading feature*' maximum projection (mm) may not be directly opposing the respective wall (i.e. some eaves may be horizontally offset)

Where applicable, an additional 150mm has been added to the projection of all 'Horizontal shading features & eaves' to account for the Gutter & Fascia Board

*Refer to glossary.



Room schedule

Room	Zone Type	Area [m ²]
Bedroom 1	bedroom	13.7
Bedroom 2	bedroom	18.9
Bedroom 3	bedroom	12.5
Bedroom 4	bedroom	12.4
Guest Bedroom	bedroom	12.7
WIR	nightTime	4.9
Office/Activity	bedroom	13.1
Powder	dayTime	2.7
Bathroom	unconditioned	7.8
Ensuite	nightTime	6.4
Office Passage	dayTime	2.5
Laundry	unconditioned	7.7
WIP	dayTime	3.6
Bedroom Passage	dayTime	5.5
Kitchen/Living/Meals	kitchen	44.5
Entry	dayTime	14.3
Garage	garage	35.7

Window and glazed door type and performance

Default* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
BRD-113_47 A	ESS Awning 52 DG 4mmClr_6Ar_4mmClr	4.35	0.56	0.53	0.59
BRD-002-01 A	Aluminium Sliding Window DG 4-6-4	4.42	0.59	0.56	0.62
BRD-035-01 A	SIG Sliding Door (100mm) DG 4/6/4	4.05	0.65	0.62	0.68

Window and glazed door schedule

Location	Window ID	Window no.	Height [mm]	Width [mm]	Window type	Opening %	Orientation	Window shading device*
Bedroom 1	BRD-113_47 A	Opening 19	1800	850	awning	60.0	NE	No



Room	Window ID	Opening	Area [m²]	Width [mm]	Type	U-value	Orientation	Shade
Bedroom 1	BRD-113_47 A	Opening 20	1800	850	awning	60.0	NE	No
Bedroom 2	BRD-002-01 A	Opening 22	1200	1810	sliding	45.0	SE	No
Bedroom 3	BRD-002-01 A	Opening 23	1200	1810	sliding	45.0	SW	No
Bedroom 4	BRD-002-01 A	Opening 24	1200	1810	sliding	45.0	SW	No
Guest Bedroom	BRD-002-01 A	Opening 25	600	2710	awning	45.0	NW	No
Office/Activity	BRD-002-01 A	Opening 21	1200	1810	sliding	45.0	SE	No
Bathroom	BRD-002-01 A	Opening 27	1800	1170	sliding	30.0	SE	No
Ensuite	BRD-002-01 A	Opening 26	1200	610	sliding	45.0	NW	No
Kitchen/Living/-Meals	BRD-113_47 A	Opening 28	1800	1528	awning	45.0	NW	No
Kitchen/Living/-Meals	BRD-113_47 A	Opening 30	1800	910	sliding	90.0	NW	No
Kitchen/Living/-Meals	BRD-113_47 A	Opening 31	1800	910	sliding	90.0	NW	No
Kitchen/Living/-Meals	BRD-035-01 A	Opening 29	2100	2410	sliding	45.0	SW	No

Roof window* type and performance value

Default* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Roof window* schedule

Location	Window ID	Window no.	Opening %	Area [m²]	Width [mm]	Orientation	Outdoor shade	Indoor shade
No Data Available								

Skylight* type and performance

Skylight ID	Skylight description	Skylight shaft reflectance
No Data Available		

Skylight* schedule

Location	Skylight ID	Skylight No.	Skylight shaft length [mm]	Area [m²]	Orientation	Outdoor shade	Diffuser
No Data Available							



External door *schedule*

Location	Height [mm]	Width [mm]	Opening %	Orientation
Laundry	2040	820	100.0	SE
Entry	2100	1020	100.0	NE
Garage	2366	4800	100.0	NE

External wall *type*

Wall ID	Wall type	Solar absorptance	Wall shade [colour]	Bulk insulation [R-value]	Reflective wall wrap*
1	NCC 2022 VAPOUR - TIMBER - WDF Brick Veneer R2.5 Insulation VP Wrap	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
2	NCC 2022 VAPOUR - TIMBER - WDF Framed R2.5 Insulation VP Wrap	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
3	NCC 2022 MISC - OTH Double Leaf Brick Wall 110mm Uninsulated	0.5	Medium		No

External wall *schedule*

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature* (yes/no)
Bedroom 1	1	2570	3454	NW	600	Yes
Bedroom 1	1	205	1600	SE	2230	Yes
Bedroom 1	2	2365	1600	SE	2350	Yes
Bedroom 1	1	205	1881	NE	1280	Yes
Bedroom 1	2	2365	1881	NE	1400	Yes
Bedroom 1	1	205	1389	NE	600	Yes
Bedroom 1	2	2365	1389	NE	720	Yes
Bedroom 1	1	205	746	NW	600	Yes
Bedroom 1	2	2365	746	NW	720	Yes
Bedroom 2	1	2570	4170	SE	600	Yes
Bedroom 3	1	2570	3390	SW	600	No
Bedroom 3	1	2570	3690	SE	600	Yes
Bedroom 4	1	2570	3380	SW	600	No
Bedroom 4	1	2570	3680	NW	4540	Yes
Guest Bedroom	1	2570	3880	NW	600	Yes
WIR	1	2570	1500	NW	600	Yes
Office/Activity	1	2570	3010	SE	600	Yes
Bathroom	1	2570	2820	SE	600	Yes
Ensuite	1	2570	1950	NW	600	Yes
Laundry	1	2570	1780	SE	600	Yes
Kitchen/Living/Meals	1	2570	7830	NW	600	Yes



Kitchen/Living/Meals	1	2570	3850	SW	4370	Yes
Entry	1	2570	1399	NE	2860	Yes
Garage	1	2645	6000	SE	600	Yes
Garage	3	2645	5950	NE	600	Yes

Internal wall type

Wall ID	Wall type	Area [m ²]	Bulk insulation
1	NCC 2022 STANDARD - TIMBER - WDF INT Plasterboard Stud Wall Uninsulated No Wrap	121	
2	NCC 2022 STANDARD - TIMBER - WDF INT Plasterboard Stud Wall R2.5 Insulation No Wrap	103.5	Glass fibre batt: R2.5 (R2.5)

Floor type

Location	Construction	Area [m ²]	Sub-floor ventilation	Added insulation [R-value]	Covering
Bedroom 1	FLOOR - 85mm Concrete 225mm Waffle	13.7	Enclosed	R0.0	Carpet
Bedroom 2	FLOOR - 85mm Concrete 225mm Waffle	18.9	Enclosed	R0.0	Carpet
Bedroom 3	FLOOR - 85mm Concrete 225mm Waffle	12.5	Enclosed	R0.0	Carpet
Bedroom 4	FLOOR - 85mm Concrete 225mm Waffle	12.4	Enclosed	R0.0	Carpet
Guest Bedroom	FLOOR - 85mm Concrete 225mm Waffle	12.7	Enclosed	R0.0	Carpet
WIR	FLOOR - 85mm Concrete 225mm Waffle	4.9	Enclosed	R0.0	Carpet
Office/Activity	FLOOR - 85mm Concrete 225mm Waffle	13.1	Enclosed	R0.0	Carpet
Powder	FLOOR - 85mm Concrete 225mm Waffle	2.7	Enclosed	R0.0	Tiles
Bathroom	FLOOR - 85mm Concrete 225mm Waffle	7.8	Enclosed	R0.0	Tiles
Ensuite	FLOOR - 85mm Concrete 225mm Waffle	6.4	Enclosed	R0.0	Tiles
Office Passage	FLOOR - 85mm Concrete 225mm Waffle	2.5	Enclosed	R0.0	Tiles
Laundry	FLOOR - 85mm Concrete 225mm Waffle	7.7	Enclosed	R0.0	Tiles
WIP	FLOOR - 85mm Concrete 225mm Waffle	3.6	Enclosed	R0.0	Tiles
Bedroom Passage	FLOOR - 85mm Concrete 225mm Waffle	5.5	Enclosed	R0.0	Tiles
Kitchen/Living/M- eals	FLOOR - 85mm Concrete 225mm Waffle	44.5	Enclosed	R0.0	Tiles



Entry	FLOOR - 85mm Concrete 225mm Waffle	14.3	Enclosed	R0.0	Tiles
Garage	FLOOR - 85mm Concrete 225mm Waffle	35.7	Enclosed	R0.0	none

Ceiling type

Location	Construction material/type	Bulk insulation R-value [may include edge batt values]	Reflective wrap*
Bedroom 1	Plasterboard	R6.0	Yes
Bedroom 2	Plasterboard	R6.0	Yes
Bedroom 3	Plasterboard	R6.0	Yes
Bedroom 4	Plasterboard	R6.0	Yes
Guest Bedroom	Plasterboard	R6.0	Yes
WIR	Plasterboard	R6.0	Yes
Office/Activity	Plasterboard	R6.0	Yes
Powder	Plasterboard	R6.0	Yes
Bathroom	Plasterboard	R6.0	Yes
Ensuite	Plasterboard	R6.0	Yes
Office Passage	Plasterboard	R6.0	Yes
Laundry	Plasterboard	R6.0	Yes
WIP	Plasterboard	R6.0	Yes
Bedroom Passage	Plasterboard	R6.0	Yes
Kitchen/Living/M- eals	Plasterboard	R6.0	Yes
Entry	Plasterboard	R6.0	Yes
Garage	Plasterboard	R6.0	Yes

Ceiling penetrations*

Location	Quantity	Type	Height [mm]	Width [mm]	Sealed/unsealed
Bedroom 1	4	Downlights	0	0	Sealed
Bedroom 2	3	Downlights	0	0	Sealed
Bedroom 3	2	Downlights	0	0	Sealed
Bedroom 4	2	Downlights	0	0	Sealed
Guest Bedroom	4	Downlights	0	0	Sealed
WIR	2	Downlights	0	0	Sealed
Office/Activity	2	Downlights	0	0	Sealed
Powder	1	Exhaust Fans	250	250	Sealed
Powder	1	Downlights	0	0	Sealed
Office Passage	1	Downlights	0	0	Sealed
Laundry	1	Exhaust Fans	250	250	Sealed
Laundry	2	Downlights	0	0	Sealed



WIP	1	Downlights	0	0	Sealed
Bedroom Passage	3	Downlights	0	0	Sealed
Kitchen/Living/Meals	9	Downlights	0	0	Sealed
Entry	4	Downlights	0	0	Sealed

Ceiling fans

Location	Quantity	Diameter [mm]
Bedroom 1	1	1200
Bedroom 2	1	1200
Bedroom 3	1	1200
Bedroom 4	1	1200
Guest Bedroom	1	1200
Office/Activity	1	1200

Roof type

Construction	Added insulation [R-value]	Solar absorptance	Roof shade [colour]
Cont:Attic-Continuous	1.3	0.67	Dark

Thermal bridging *schedule for steel frame elements*

Building element	Steel section dimensions [height x width, mm]	Frame spacing [mm]	Steel thickness [BMT,mm]	Thermal break [R-value]
No Data Available				

Appliance *schedule*

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

Note: A flat assumption of 5W/m² is used for lighting, therefore lighting is not included in the appliance schedule.

Cooling system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.				

Heating system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.				

Hot water system

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Hot Water CER Zone	Zone 3 STC	Assessed daily load
No Whole of Home performance assessment conducted for this certificate.					



Pool/spa equipment

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.			

Onsite renewable energy *schedule*

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

System type	Orientation	System size or generation capacity
No Whole of Home performance assessment conducted for this certificate.		

Battery *schedule*

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

System type	Size [battery storage capacity]
No Whole of Home performance assessment conducted for this certificate.	



Explanatory Notes

About this report

NatHERS ratings are a reliable guide for comparing different dwelling designs and to demonstrate that designs meet the energy efficiency requirements in the National Construction Code.

NatHERS ratings use computer modelling to evaluate a home's energy efficiency and performance. They use localised climate data and standard assumptions on how people use their home to predict the heating and cooling energy loads and energy value* of the whole home. The thermal performance star rating uses the home's building specifications, layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings) to predict the heating and cooling energy loads. The Whole of Home performance rating uses information about the home's appliances and onsite energy generation and storage to estimate the homes energy value*.

The actual energy loads, cost and greenhouse gas emissions of a home may vary from that predicted. This is because the assumptions will not always match the actual occupant usage patterns. For example, the number of occupants and how people use their appliances will vary. Energy efficient homes use less energy, are warmer on cool days, cooler on hot days and cost less to run.

Accredited assessors

For quality assured NatHERS Certificates, always use an accredited or licenced assessor registered with an Assessor Accrediting Organisation (AAO). AAOs have strict quality assurance processes, and professional development requirements ensuring consistently high standards for assessments.

Non-accredited assessors (Raters) have no ongoing training requirements and are not quality assured.

Any queries about this report should be directed to the assessor. If the assessor is unable to address questions or concerns, contact the AAO specified on the front of this certificate.

Disclaimer

The NatHERS Certificate format is developed by the NatHERS Administrator. However, the content in the certificate is entered by the assessor. It is the assessor's responsibility to use NatHERS accredited software correctly and follow the NatHERS Technical Note to produce a NatHERS Certificate.

The predicted annual energy load, cost and greenhouse gas emissions in this NatHERS Certificate are an estimate based on an assessment of the dwelling's design by the assessor. It is not a prediction of actual energy use, cost or emissions. The information and ratings may be used to compare how other dwellings are likely to perform when used in a similar way.

Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, behaviour, appliance performance, indoor air temperature and local climate.

Not all assumptions made by the assessor using the NatHERS accredited software tool are presented in this report and further details or data files may be obtained from the assessor.

Glossary

Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
AFRC	Australian Fenestration Rating Council
Assessed floor area	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
Ceiling penetrations	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, range hoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
Conditioned	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
COP	Coefficient of performance
Custom windows	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
Default windows	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
EER	Energy Efficiency Ratio, measure of how much cooling can be achieved by an air conditioner for a single kWh of electricity input
Energy use	This is your homes rating without solar or batteries.
Energy value	The net cost to society including, but not limited to, costs to the building user, the environment and energy networks (as defined in the ABCB Housing Provisions Standard).
Entrance door	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
Exposure category – exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
Exposure category – open	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
Exposure category – suburban	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category – protected	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.
National Construction Code (NCC) Class	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at www.abcb.gov.au .
Net zero home	a home that achieves a net zero energy value*.
Opening percentage	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
Provisional value	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at www.nathers.gov.au
Recommended capacity	this is the capacity or size of equipment that is recommended by NatHERS to achieve the desired comfort conditions in the zone or zones serviced. This is a recommendation and the final selection sizing should be confirmed by a suitably qualified person.
Reflective wrap (also known as foil)	is applied to walls, roofs and ceilings. When combined with an appropriate air gap and emissivity value, it provides insulative properties.
Roof window	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
Solar heat gain coefficient (SHGC)	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.

*Refer to glossary.



STCs	Small-scale Technology Certificates, certificates created by the REC registry for renewable energy technologies that may be bought and sold as part of the Small-scale Renewable Energy Scheme operated by the Clean Energy Regulatory
Thermal breaks	are materials with an R-value greater than or equal to 0.2 that must separate the metal frame from the cladding. This includes, but is not limited to, materials such as timber battens greater than or equal to 20mm thick, continuous thermal breaks such as polystyrene insulation sheeting, plastic strips or furring channels.
U-value	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
Unconditioned	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
Vertical shading features	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).
Window shading device	a device fixed to windows that provides shading e.g. window awnings or screens but excludes horizontal* or vertical shading features* (eg eaves and balconies)

BASIX[®]Certificate

Building Sustainability Index www.basix.nsw.gov.au

Single Dwelling

Certificate number: 1771906S

This certificate confirms that the proposed development will meet the NSW government's requirements for sustainability, if it is built in accordance with the commitments set out below. Terms used in this certificate, or in the commitments, have the meaning given by the document entitled "BASIX Definitions" dated 10/09/2020 published by the Department. This document is available at www.basix.nsw.gov.au

Secretary

Date of issue: Wednesday, 06 November 2024

To be valid, this certificate must be submitted with a development application or lodged with a complying development certificate application within 3 months of the date of issue.



Project summary		
Project name	NSH019	
Street address	4 ZOLLNER Place MITTAGONG 2575	
Local Government Area	Wingecarribee Shire Council	
Plan type and plan number	Deposited Plan DP1270508	
Lot no.	4	
Section no.	-	
Project type	dwelling house (detached)	
No. of bedrooms	4	
Project score		
Water	✔ 40	Target 40
Thermal Performance	✔ Pass	Target Pass
Energy	✔ 66	Target 63
Materials	✔ -58	Target n/a

Certificate Prepared by
Name / Company Name: Energy Advance
ABN (if applicable): 17609332014

Description of project

Project address

Project name	NSH019
Street address	4 ZOLLNER Place MITTAGONG 2575
Local Government Area	Wingecarribee Shire Council
Plan type and plan number	Deposited Plan DP1270508
Lot no.	4
Section no.	-

Project type

Project type	dwelling house (detached)
No. of bedrooms	4

Site details

Site area (m ²)	700
Roof area (m ²)	299
Conditioned floor area (m ²)	167.7
Unconditioned floor area (m ²)	15.5
Total area of garden and lawn (m ²)	348
Roof area of the existing dwelling (m ²)	0

Assessor details and thermal loads

Assessor number	DMN/14/1662
Certificate number	A0B15X0MA0
Climate zone	24
Area adjusted cooling load (MJ/m ² .year)	3
Area adjusted heating load (MJ/m ² .year)	117

Project score

Water	✔ 40	Target 40
Thermal Performance	✔ Pass	Target Pass
Energy	✔ 66	Target 63
Materials	✔ -58	Target n/a

Schedule of BASIX commitments

The commitments set out below regulate how the proposed development is to be carried out. It is a condition of any development consent granted, or complying development certificate issued, for the proposed development, that BASIX commitments be complied with.

Water Commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Fixtures			
The applicant must install showerheads with a minimum rating of 4 star (> 6 but <= 7.5 L/min plus spray force and/or coverage tests) in all showers in the development.		✓	✓
The applicant must install a toilet flushing system with a minimum rating of 4 star in each toilet in the development.		✓	✓
The applicant must install taps with a minimum rating of 4 star in the kitchen in the development.		✓	
The applicant must install basin taps with a minimum rating of 5 star in each bathroom in the development.		✓	
Alternative water			
Rainwater tank			
The applicant must install a rainwater tank of at least 5000 litres on the site. This rainwater tank must meet, and be installed in accordance with, the requirements of all applicable regulatory authorities.	✓	✓	✓
The applicant must configure the rainwater tank to collect rain runoff from at least 60 square metres of the roof area of the development (excluding the area of the roof which drains to any stormwater tank or private dam).		✓	✓
The applicant must connect the rainwater tank to: <ul style="list-style-type: none"> all toilets in the development the cold water tap that supplies each clothes washer in the development at least one outdoor tap in the development (Note: NSW Health does not recommend that rainwater be used for human consumption in areas with potable water supply.) 		✓ ✓ ✓	✓ ✓ ✓

Thermal Performance and Materials commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Simulation Method			
Assessor details and thermal loads			
The applicant must attach the certificate referred to under "Assessor Details" on the front page of this BASIX certificate (the "Assessor Certificate") to the development application and construction certificate application for the proposed development (or, if the applicant is applying for a complying development certificate for the proposed development, to that application). The applicant must also attach the Assessor Certificate to the application for an occupation certificate for the proposed development.			
The Assessor Certificate must have been issued by an Accredited Assessor in accordance with the Thermal Comfort Protocol.			
The details of the proposed development on the Assessor Certificate must be consistent with the details shown in this BASIX certificate, including the Cooling and Heating loads shown on the front page of this certificate and the "Construction" and "Glazing" tables below.			
The applicant must show on the plans accompanying the development application for the proposed development, all matters which the Assessor Certificate requires to be shown on those plans. Those plans must bear a stamp of endorsement from the Accredited Assessor to certify that this is the case. The applicant must show on the plans accompanying the application for a construction certificate (or complying development certificate, if applicable), all thermal performance specifications set out in the Assessor Certificate, and all aspects of the proposed development which were used to calculate those specifications.	✔	✔	✔
The applicant must construct the development in accordance with all thermal performance specifications set out in the Assessor Certificate, and in accordance with those aspects of the development application or application for a complying development certificate which were used to calculate those specifications.		✔	✔
The applicant must show on the plans accompanying the development application for the proposed development, the locations of ceiling fans set out in the Assessor Certificate. The applicant must show on the plans accompanying the application for a construction certificate (or complying development certificate, if applicable), the locations of ceiling fans set out in the Assessor Certificate.	✔	✔	✔

Thermal Performance and Materials commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Construction			
The applicant must construct the floors, walls, roofs, ceilings and glazing of the dwelling in accordance with the specifications listed in the tables below.	✔	✔	✔
The applicant must show through receipts that the materials purchased for construction are consistent with the specifications listed in the tables below.			✔

Construction	Area - m ²	Insulation
floor - concrete slab on ground, waffle pod slab.	183.3	none
garage floor - concrete slab on ground, waffle pod slab.	35.7	none
external wall: brick veneer; frame: timber - H2 treated softwood.	132.69	fibreglass batts or roll
external wall: framed (solid or reconstituted timber weatherboard); frame: timber - H2 treated softwood.	9.61	fibreglass batts or roll
external garage wall: brick veneer; frame: timber - H2 treated softwood.	15.9	none
external garage wall: cavity brick; frame: no frame.	15.7	none
internal wall: plasterboard; frame: timber - H2 treated softwood.	120.9	none
internal wall: plasterboard; frame: timber - H2 treated softwood.	72.9	fibreglass batts or roll
ceiling and roof - flat ceiling / pitched roof, framed - metal roof, timber - H2 treated softwood.	298.7	ceiling: fibreglass batts or roll; roof: foil backed blanket.

Thermal Performance and Materials commitmentsShow on
DA plansShow on CC/CDC
plans & specsCertifier
check**Glazing**

The applicant must install windows, glazed doors and skylights as described in the table below, in accordance with the specifications listed in the table.

**Frames****Maximum area - m2**

aluminium

27.3

timber

0

uPVC

0

steel

0

composite

0

Glazing**Maximum area - m2**

single

0

double

27.3

triple

0

Energy Commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Hot water			
The applicant must install the following hot water system in the development, or a system with a higher energy rating: gas instantaneous with a performance of 6 stars.	✓	✓	✓
Cooling system			
The applicant must install the following cooling system, or a system with a higher energy rating, in at least 1 living area: 1-phase airconditioning - ducted; Energy rating: 5 Star (old label)		✓	✓
The applicant must install the following cooling system, or a system with a higher energy rating, in at least 1 bedroom: 1-phase airconditioning - ducted; Energy rating: 5 Star (old label)		✓	✓
Heating system			
The applicant must install the following heating system, or a system with a higher energy rating, in at least 1 living area: 1-phase airconditioning - ducted; Energy rating: 5 Star (old label)		✓	✓
The applicant must install the following heating system, or a system with a higher energy rating, in at least 1 bedroom: 1-phase airconditioning - ducted; Energy rating: 5 Star (old label)		✓	✓
Ventilation			
<p>The applicant must install the following exhaust systems in the development:</p> <p>At least 1 Bathroom: individual fan, ducted to façade or roof; Operation control: please select</p> <p>Kitchen: individual fan, ducted to façade or roof; Operation control: manual switch on/off</p> <p>Laundry: individual fan, ducted to façade or roof; Operation control: interlocked to light</p>		<p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p> <p>✓</p>
Artificial lighting			
The applicant must ensure that a minimum of 80% of light fixtures are fitted with fluorescent, compact fluorescent, or light-emitting-diode (LED) lamps.		✓	✓
Natural lighting			
The applicant must install a window and/or skylight in 2 bathroom(s)/toilet(s) in the development for natural lighting.	✓	✓	✓

Energy Commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Other			
The applicant must install a gas cooktop & electric oven in the kitchen of the dwelling.		✔	
The applicant must install a fixed outdoor clothes drying line as part of the development.		✔	
The applicant must install a fixed indoor or sheltered clothes drying line as part of the development.		✔	

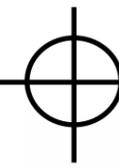
Legend

In these commitments, "applicant" means the person carrying out the development.

Commitments identified with a  in the "Show on DA plans" column must be shown on the plans accompanying the development application for the proposed development (if a development application is to be lodged for the proposed development).

Commitments identified with a  in the "Show on CC/CDC plans and specs" column must be shown in the plans and specifications accompanying the application for a construction certificate / complying development certificate for the proposed development.

Commitments identified with a  in the "Certifier check" column must be certified by a certifying authority as having been fulfilled, before a final occupation certificate (either interim or final) for the development may be issued.



(E) EASEMENT TO DRAIN WARER 2 WIDE (No.10)
 (K) EASEMENT TO DRAIN WARER 0.61 WIDE(D127243)

WATTLE COURT

HOMES BUILT FOR LIFE

South Coast Certifiers Pty Ltd

01-01

Date: 04/03/2025

AUSTRALIAN STANDARDS REQUIREMENTS

ALL SITE PREPERATION & EARTH RETAINING STRUCTURES SHALL BE IN ACCORDANCE WITH **AS4678** & STRICTLY IN ACCORDANCE WITH ENGINEERS SPECIFICATIONS

CONCRETE SLAB & FOOTINGS TO BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH **AS2870** & STRICTLY IN ACCORDANCE WITH ENGINEERS SPECIFICATIONS

PILED FOOTINGS TO BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH **AS2159** & STRICTLY IN ACCORDANCE WITH ENGINEERS SPECIFICATIONS

ALL MASONRY TO BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH **AS3700**

THE STRUCTURAL DESIGN OF ALL BUILDING(S) TO BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH **AS/NZS1170** & STRICTLY IN ACCORDANCE WITH ENGINEERS SPECIFICATIONS

STEEL STRUCTURES TO BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH **AS4100** & STRICTLY IN ACCORDANCE WITH ENGINEERS SPECIFICATIONS

COLD-FORMED STEEL STRUCTURES TO BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH **AS/NZS4600** & STRICTLY IN ACCORDANCE WITH ENGINEERS SPECIFICATIONS

WINDOWS & DOORS SHALL BE MANUFACTURED & INSTALLED IN ACCORDANCE WITH **AS2047**

ROOF TRUSSES SHALL BE DESIGNED IN ACCORDANCE WITH **AS1720** & ERECTED, FXED & BRACED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS

SHEET METAL ROOFING SHALL BE DESIGNED, MANUFACTURED & INSTALLED IN ACCORDANCE WITH **AS1562**

TERRACOTTA, FIBRE-CEMENT & TIMBER SLATES & SHINGLES SHALL BE DESIGNED, MANUFACTURED & INSTALLED IN ACCORDANCE WITH **AS4597**

ROOF TILES SHALL BE DESIGNED, MANUFACTURED & INSTALLED IN ACCORDANCE WITH **AS2050**

METAL WALL CLADDING SHALL BE DESIGNED, MANUFACTURED & INSTALLED IN ACCORDANCE WITH **AS1562**

AUTOCLAVED AERATED CONCRETE WALL CLADDING SHALL BE DESIGNED, MANUFACTURED & INSTALLED IN ACCORDANCE WITH **AS5146**

ALL WINDOWS & GLAZED DOORS SHALL BE DESIGNED, MANUFACTURED & INSTALLED IN ACCORDANCE WITH **AS2047** & STRICTLY IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS

ALL GLAZING & GLAZED ASSEMBLIES SHALL BE DESIGNED, MANUFACTURED & INSTALLED IN ACCORDANCE WITH **AS1288** & STRICTLY IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS

STRIP & SHEET FLOORING SHALL BE INSTALLED IN ACCORDANCE WITH **AS1684**

INSTALLATION OF PARTICLEBOARD FLOORING SHALL BE INSTALLED IN ACCORDANCE WITH **AS1860**

ALL TMBER DOORS & DOOR SETS SHALL BE MANUFACTURED IN ACCORDANCE WITH **AS2688** & **AS52689** UNLESS LISTED OTHERWISE IN SCHEDULE OF WORKS

TIMBER FRAMING IS TO BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH **AS1720** & RESIDENTIAL TIMBER-FRAMED CONSTRUCTION **AS1684** & STRICTLY IN ACCORDANCE WITH THE RESIDENTIAL TIMBER FRAMING CODE.

ALL PLUMBING SHALL COMPLY WITH THE REQUIREMENTS OF THE RELEVANT SUPPLY AUTHORITY & **AS3500**, & IN ACCORDANCE WITH THE AUSTRALIAN BUILDING CODES BOARD (ABCB), NCC VOLUME 3 'PLUMBING CODE OF AUSTRALIA'

ALL PLUMBING WORK MUST CARRIED OUT BY A LICENSED PLUMBER

DRAINAGE SHALL BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH **AS3500**

WATERPROOFING OF DOMESTIC WET AREAS SHALL BE IN ACCORDANCE WITH **AS3740** & CERAMIC TILES MUST BE IN ACCORDANCE WITH **AS3958** & STRICTLY IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS

INTERIOR & ARTIFICIAL LIGHTING SHALL BE DESIGNED & INSTALLED IN ACCORDANCE WITH **AS/NZS1680**

SWIMMING POOLS, INCLUDING POOL DEPTHS, SAFETY BARRIERS & WATER RETICULATION SYSTEMS MUST BE INSTALLED IN ACCORDANCE WITH **AS1926** & STRICTLY IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS

DOMESTIC COLID-FUEL BURNING APPLIANCES MUST BE INSTALLED IN ACCORDANCE WITH **AS/NZS2918** & STRICTLY IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS

BUILDINGS LOCATED IN BUSHFIRE PRONE AREAS MUST COMPLY WITH **AS3959** & STRICTLY IN ACCORDANCE WITH THE CONSTRUCTION REQUIREMENTS PRESCRIBED WITHIN THE RELEVANT BAL RATING, ASSESSED WITHIN **AS3959**.

ENGAGED PIERS IN SINGLE LEAF MASONRY WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH TABLE 9.2 PIER SPACINGS FOR ONE WAY SPANNING WALLS, OF AUSTRALIAN ST&ARD **AS4773.1-2010** MASONRY IN SMALL BUILDINGS. REFER TO THE TABLE EXTRACT FOR DETAILS

LAYOUT PAGE	DRAWING	LAST UPDATE
01 TITLE PAGE	DRAWING LIST REAR PERSPECTIVE	3/03/2025 4:47 PM 3/03/2025 4:47 PM
03 SITE PLAN / ANALYSIS PLAN	SITE PLAN	3/03/2025 4:45 PM
04 TANK DETAIL	TANK DETAIL	3/03/2025 4:45 PM
05 GROUND FLOOR PLAN	GROUND FLOOR PLAN	3/03/2025 4:46 PM
06 ELEVATIONS 2/2	E 3 ELEVATION E 4 ELEVATION	3/03/2025 4:46 PM 3/03/2025 4:46 PM
07 ELEVATIONS 1/2	E 1 ELEVATION E 2 ELEVATION	3/03/2025 4:46 PM 3/03/2025 4:46 PM
08 BUILDING SECTIONS/WINDOWS/DOORS/BASIX	DOOR LIST INTERNAL DOOR LIST SECTION A & A WINDOW SCHEDULE	3/03/2025 4:46 PM 3/03/2025 4:46 PM 3/03/2025 4:46 PM 3/03/2025 4:46 PM
09 CONCRETE SETOUT PLAN	CONCRETE SETOUT PLAN	3/03/2025 4:37 PM
10 ELECTRICAL PLAN	ELECTRICAL GROUND FLOOR PLAN	3/03/2025 4:46 PM
11 KITCHEN		

IMAGES AND PHOTOGRAPHS MAY DEPICT FIXTURES, FINISHES AND FEATURES EITHER NOT SUPPLIED BY WATTLE COURT OR NOT INCLUDED IN THE QUOTE AND CONTRACTS, INCLUDING SPECIFICATIONS AND COLOUR SELECTIONS. THESE ITEMS MAY INCLUDE FURNITURE, SWIMMING POOLS, POOL DECKS, FENCES, LANDSCAPING - INCLUDING PATHS, DRIVEWAYS, PLANTS, GARDENS, PLANTER BOXES, RETAINING WALLS, WATER FEATURES, PERGOLAS, SCREENS AND DECORATIVE LANDSCAPING ITEMS SUCH AS FENCING AND OUTDOOR KITCHENS AND BARBEQUES.



Builders details:		SIGNATURES		Client	FLOOR AREAS:		Product	TITLE PAGE	
	New Vision Builders Pty Ltd New Vision Builders Pty Ltd A.B.N. 12 088 350 154 Builders No. 107108C 217 Argyle Street, Moss Vale NSW 2577 P: (02) 4868 3233	Builder : _____	Date : _____	Leanne Flaus & Renee O'Brien	LIVING	205.54	Model : DAINTREE 249	E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25	
		Client : _____	Date : _____	Location	GARAGE	38.63	Facade : Hamptons	JOB No. NSH019	DATE. 1/11/24
		Client : _____	Date : _____	4, Zollner Place, Mittagong	ALFRESCO	14.85	Specification : ???	Drawn By : DA	Sheet No. 1/23
				NSW 2575	PORCH	6.43	Master Date : 01-10-23	Checked By : DA	Revision. E
						265.45 m²	Master Rev : A	Scale : as shown @A3	

GENERAL REQUIREMENTS

DRAWINGS PREPARED FROM INFORMATION SUPPLIED BY THE OWNER &/OR BUILDER
ALL DIMENSIONS ARE IN MILLMETRES & SHALL BE VERIFIED ON SITE

DO NOT SCALE FROM DRAWING

ALL DIMENSIONS & ALL FLOOR LEVELS PROVIDED ARE TO BE CONFIRMED PRIOR TO CONSTRUCTION

IT IS THE RESPONSIBILITY OF THE BUILDER TO VERIFY DOCUMENTS AS TO THEIR ACCURACY & SUITABILITY

THESE PLANS ARE TO BE READ IN CONJUNCTION WITH ENGINEER'S DETAILS

ALL STRUCTURAL ELEMENTS ARE TO BE DESIGNED BY A PRACTISING STRUCTURAL ENGINEER

ALL METAL FITTINGS USED IN STRUCTURAL MEMBER JOINTS & BRACING MUST HAVE CORROSION PROTECTION.

AUTOCLAVED AERATED CONCRETE PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PRODUCT SPECIFICATION

NCC REFERS TO THE NATIONAL CONSTRUCTION CODE OF AUSTRALIA - VOLUME 2 (NCC 2022)

ABCB REFERS TO AUSTRALIAN BUILDING CODES BOARD, (ABCB)

ALL CONSTRUCTION WORK MUST BE COMPLETED STRICTLY IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE (NCC 2022) VOLUME 2, NCC VOLUME 3 'PLUMBING CODE OF AUSTRALIA' & THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS ST&ARD.

STATUTORY REQUIREMENTS

ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE NCC, CONDITIONS IMPOSED BY THE LOCAL AUTHORITY & THE COMMITMENTS OUTLINED IN THE RELEVANT BASIX CERTIFICATE &/OR NATHER'S ASSESSMENT.

THE BUILDER IS TO COMPLY WITH THE REQUIREMENTS OF ALL LEGALLY CONSTITUTED AUTHORITIES HAVING JURISDICTION OVER THE BUILDING WORKS & THE PROVISIONS OF THE HOME BUILDING ACT

PRIOR TO THE COMMENCEMENT OF BUILDING WORK, THE BUILDER SHALL PROVIDE TEMPORARY TOILET FACILITIES FOR THE USE OF SUBCONTRACTORS. WHERE THE LOCAL AUTHORITY REQUIRES THE TEMPORARY TOILET TO BE CONNECTED TO THE SEWER MAINS, THE ADDITIONAL COST SHALL BE BORNE BY THE OWNER. ON COMPLETION, THE BUILDER SHALL REMOVE THE AMENITY

NCC REQUIREMENTS - SECTION H CLASS 1 & 10 BUILDINGS.

PART H1 STRUCTURE:

A CLASS 1 OR 10 BUILDING'S STRUCTURAL RELIABILITY & RESISTANCE SHALL COMPLY WITH H1P1 OF NCCA CLASS 1 OR CLASS 10 BUILDING MUST BE CONSTRUCTED IN ACCORDANCE WITH SECTION 2 (PARTS 2.1 & 2.2) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS, OR THE RELEVANT PROVISIONS OF H1D2, H1D3-H1D12 OF NCC FOR STRUCTURAL PROVISIONS OR ANY COMBINATION THEREOF ALL SITE PREPARATION & EARTHWORKS SHALL BE IN ACCORDANCE WITH THE ENGINEER'S DETAILS & H1D3 OF NCC & SECTION 3 (PARTS 3.1-3.4) & SECTION 4 (PART 4.2.2) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

ALL FOOTINGS & SLABS, EXCAVATIONS & UNDERFLOOR FILL SHALL BE IN ACCORDANCE WITH THE ENGINEER'S DETAILS & H1D4 & NSW H1D4(1) & H2D3 OF NCC & SECTION 4 (PARTS 4.1-4.2) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

ALL MASONRY SHALL COMPLY WITH H1D5 & H2D4 OF NCC & SECTION 5 (PARTS 5.1-5.7) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS. APPROPRIATE TIES SHALL BE PROVIDED TO ARTICULATED MASONRY JOINTS

TIMBER FRAMEWORK SHALL COMPLY WITH H1D6 OF NCC, AS1684 & SECTION 6 (PARTS 6.1-6.3) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS

STEEL FRAMING SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION & H1D6 OF NCC & SECTION 6 (PARTS 6.16.3) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS

ALL ROOF CLADDING & WALL CLADDING SHALL COMPLY WITH H1D7 & H2D6 OF NCC & SECTION 7 (PARTS 7.1-7.5) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS. & BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

ALL GLAZING SHALL COMPLY WITH H1D8 & H2D7 OF NCC & SECTION 8 (PARTS 8.1-8.4) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS

A CLASS 1 BUILDING CONSTRUCTED IN A FLOOD HAZARD AREA SHALL COMPLY WITH H1P2 & H1D10 OF NCC & CONSTRUCTED IN ACCORDANCE WITH THE AUSTRALIAN BUILDING CODES BOARD (ABCB) ST&ARD FOR CONSTRUCTION OF BUILDINGS IN FLOOD HAZARD AREAS

ATTACHMENT OF FRAMED DECKS & BALCONIES TO EXTERNAL WALLS OF BUILDINGS USING A WALING PLATE SHALL BE IN ACCORDANCE WITH H1D11 OF NCC & SECTION 12 (PART 12.3) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS

PILED FOOTINGS TO BE IN ACCORDANCE WITH H1D12 OF NCC & IN ACCORDANCE WITH ENGINEERS SPECIFICATIONS.

Builders details:

WATTLE COURT
HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
New Vision Builders Pty Ltd
A.B.N. 12 088 350 154 Builders No. 107108C
217 Argyle Street, Moss Vale NSW 2577
P: (02) 4868 3233

SIGNATURES

Builder : _____ Date : _____

Client : _____ Date : _____

Client : _____ Date : _____

Client

Leanne Flaus & Renee O'Brien

Location

Lot 4, DP1270508

4, Zollner Place, Mittagong

NSW 2575

FLOOR AREAS:

LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

Product

Model : DAINTREE 249

Facade : Hamptons

Specification : ???

Master Date : 01-10-23

Master Rev : A

TITLE PAGE

E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25

JOB No. NSH019 DATE. 1/11/24

Drawn By : DA Sheet No. 2/23

Checked By : DA Revision. E

Scale : as shown @A3

PART H2 DAMP & WEATHERPROOFING:

RAINWATER MANAGEMENT, INCL. SURFACE WATER SHALL COMPLY WITH PART H2P1 OF NCC

WEATHERPROOFING OF A BUILDING SHALL COMPLY WITH PART H2P2 OF NCC

RISING DAMP SHALL COMPLY WITH PART H2P3 OF NCC & PART NSW H2P3(1) & (2)

DRAINAGE FOR SWIMMING POOLS SHALL COMPLY WITH PART H2P4 OF NCC

DRAINAGE SHALL BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH PART H2D2 OF NCC & SECTION 3 (PART 3.3) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS

SUBFLOOR VENTILATION TO BE IN ACCORDANCE WITH H2D5 & H2P3 OF NCC & SECTION 5 (PART 5.7) & SECTION 6 (PART 6.2) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS. EXTERNAL WATERPROOFING FOR ROOFING SYSTEMS ON FLAT ROOFS, ROOF TERRACES, BALCONIES & TERRACES & OTHER SIMILAR HORIZONTAL SURFACES LOCATED ABOVE INTERNAL SPACES OF A BUILDING SHALL COMPLY WITH H2D8 OF NCC

PART H3 FIRE SAFETY:

A CLASS 1 BUILDING MUST BE PROTECTED FROM THE SPREAD OF FIRE IN ACCORDANCE WITH H3P1 OF NCC

ALL OCCUPANTS OF A CLASS 1 BUILDING MUST BE PROVIDED WITH AUTOMATIC WARNING ON THE DETECTION OF SMOKE IN ACCORDANCE WITH H3P2

CLASS 1 & 10 BUILDINGS WITHIN THE BUSHFIRE ZONE MUST BE CONSTRUCTED WITH MATERIALS CONTAINING FIRE HAZARD PROPERTIES & NON-COMBUSTIBLE ELEMENTS IN ACCORDANCE WITH H3D2 OF NCC

FIRE SEPARATION OF EXTERNAL WALLS MUST COMPLY WITH H3D3 OF NCC & PART 9.2 OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

FIRE PROTECTION OF SEPARATING WALLS & FLOORS MUST COMPLY WITH H3D4 OF NCC & PART 9.3 OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS. FIRE SEPARATION OF GARAGE-TOP DWELLINGS MUST COMPLY WITH H3D5 & NSWH3D5 OF NCC & SECTION 9 (PARTS 9.3 & 9.4) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

SMOKE ALARMS & EVACUATION LIGHTING TO BE INSTALLED IN ACCORDANCE WITH H3D6 OF NCC & SECTION 9 (PART 9.5) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

PART H4 HEALTH & AMENITY:

WET AREAS TO BE CONSTRUCTED & WEATHERPROOFED IN ACCORDANCE WITH H4D2, H2P1 & H2D8 OF NCC & SECTION 10 (PART 10.2) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

MATERIALS & INSTALLATION OF WET AREA COMPONENTS & SYSTEMS MUST COMPLY WITH H4D3 OF NCC & SECTION 10 (PART 10.2) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

ROOM HEIGHTS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH H4D4 & H4P2 OF NCC & SECTION 10 (PART 10.3) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

HEALTH & AMENITY FACILITIES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH H4D5 & H4P3 OF NCC & SECTION 10 (PART 10.4) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

LIGHT SHALL COMPLY WITH H4D6 & H4P4 OF NCC & SECTION 10 (PART 10.5) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

ARTIFICIAL LIGHTING IS TO BE INSTALLED IN ACCORDANCE WITH H4D6 OF NCC & SECTION 10 (PART 10.5.2) TO ANY SANITARY COMPARTMENT, BATHROOM, SHOWER ROOM, AIRLOCK & LAUNDRIES IF NATURAL LIGHTING IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF PART 10.5.1 IS NOT AVAILABLE

VENTILATION IS TO BE INSTALLED IN ACCORDANCE WITH H4D7 & H4P5 OF NCC & SECTION 10 (PART 10.6) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS. & INSTALLED TO MANUFACTURERS SPECIFICATIONS

SOUND INSULATION IS TO BE INSTALLED IN ACCORDANCE WITH H4D8 & H4P6 OF NCC & SECTION 10 (PART 10.7) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS. & INSTALLED TO MANUFACTURERS SPECIFICATIONS

CONDENSATION & WATER VAPOUR MANAGEMENT SHALL COMPLY WITH H4D9 & H4P7 OF NCC & SECTION 10 (PART 10.8) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

PART H5 SAFE MOVEMENT & ACCESS:

CLASS 1 & 10 BUILDINGS MUST BE CONSTRUCTED IN ACCORDANCE WITH H5P1 OF NCC

STAIRWAYS & RAMPS MUST BE CONSTRUCTED IN ACCORDANCE WITH H5D2 OF NCC & SECTION 11 (PART 11.2) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

BARRIERS & H&RAILS MUST BE INSTALLED IN ACCORDANCE WITH H5D3 & H5P2 OF NCC & SECTION 11 (PART 11.3) OF THE AUSTRALIAN BUILDING CODES BOARD (ABCB) HOUSING PROVISIONS.

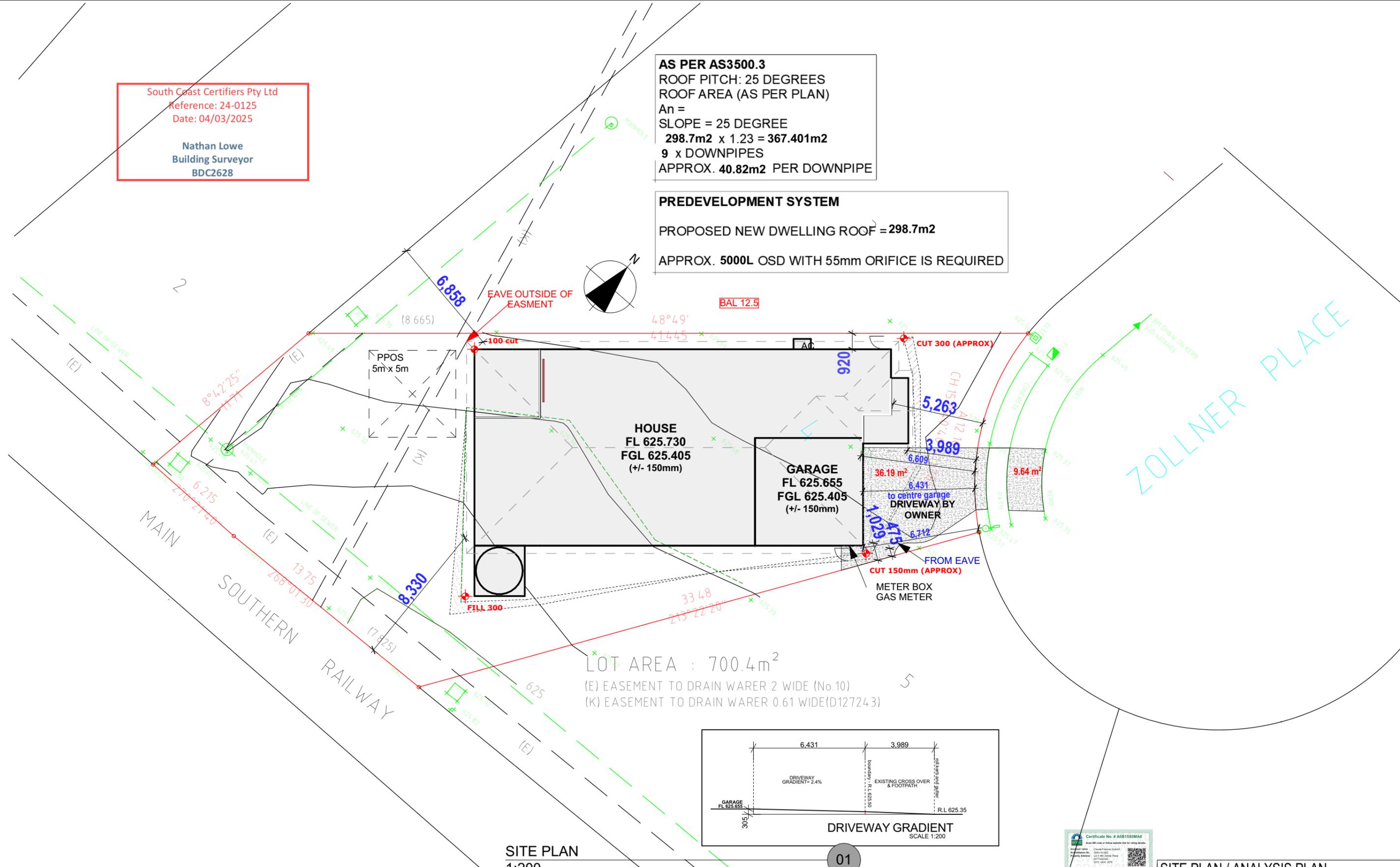


South Coast Certifiers Pty Ltd
 Reference: 24-0125
 Date: 04/03/2025

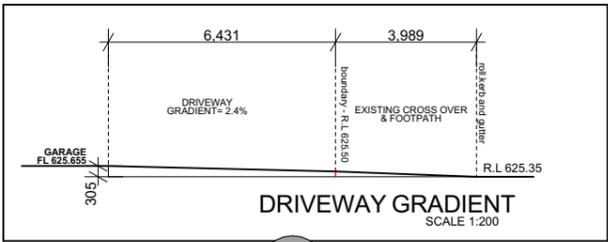
Nathan Lowe
 Building Surveyor
 BDC2628

AS PER AS3500.3
 ROOF PITCH: 25 DEGREES
 ROOF AREA (AS PER PLAN)
 An =
 SLOPE = 25 DEGREE
 $298.7m^2 \times 1.23 = 367.401m^2$
 9 x DOWNPIPES
 APPROX. 40.82m² PER DOWNPIPE

PREDEVELOPMENT SYSTEM
 PROPOSED NEW DWELLING ROOF = 298.7m²
 APPROX. 5000L OSD WITH 55mm ORIFICE IS REQUIRED



LOT AREA : 700.4m²
 (E) EASEMENT TO DRAIN WARE 2 WIDE (No.10)
 (K) EASEMENT TO DRAIN WARE 0.61 WIDE(D127243)



SITE PLAN
 1:200



Builders details:

WATTLE COURT
 HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
 New Vision Builders Pty Ltd
 A.B.N. 12 088 350 154 Builders No. 107108C
 217 Argyle Street, Moss Vale NSW 2577
 P: (02) 4868 3233

SIGNATURES		
Builder :	_____	Date :
Client :	_____	Date :
Client :	_____	Date :

Client
Leanne Flaus & Renee O'Brien
 Location
Lot 4, DP1270508
4, Zollner Place, Mittagong
NSW 2575

FLOOR AREAS:	
LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

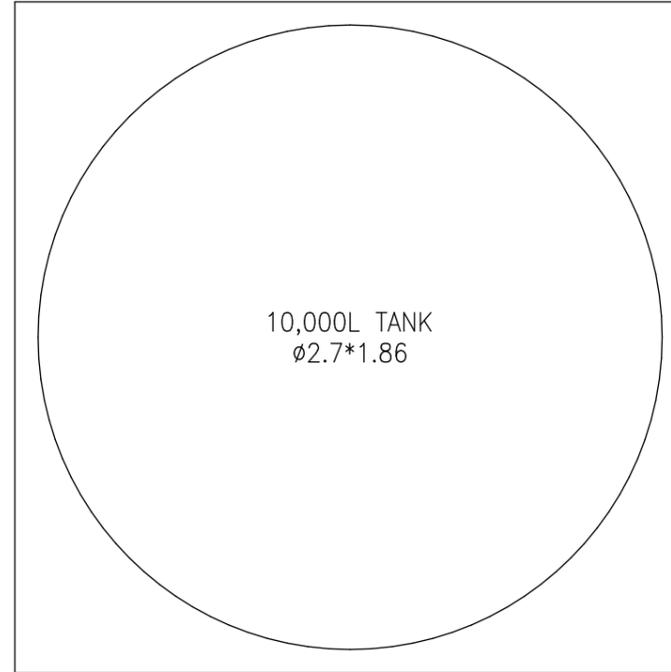
Product
Model :DAINTREE 249
 Facade : Hamptons
 Specification : ???

Master Date : 01-10-23
 Master Rev : A

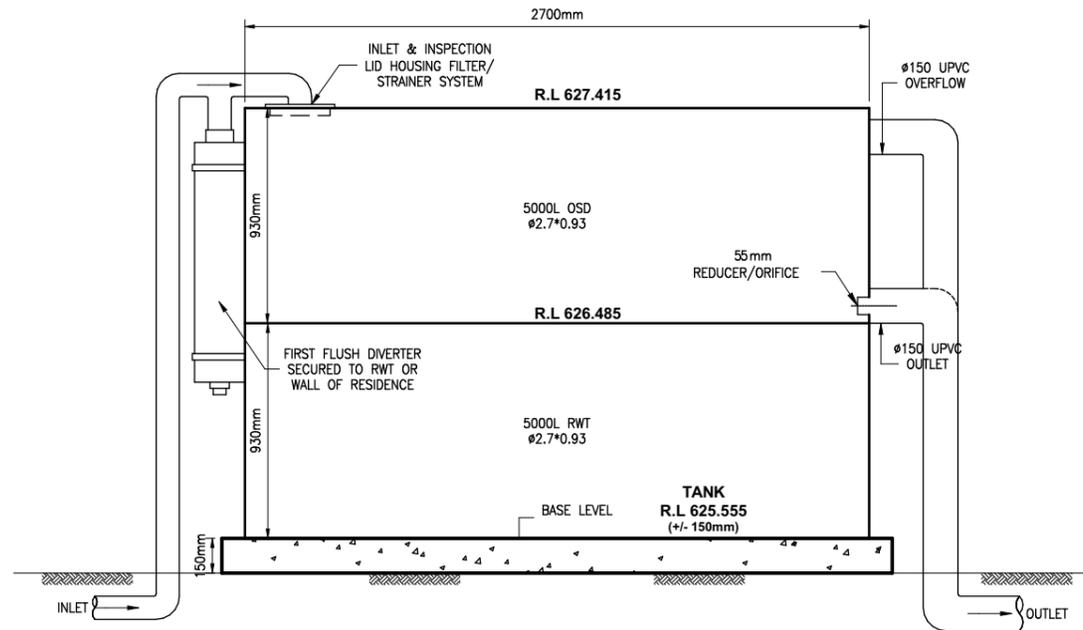
SITE PLAN / ANALYSIS PLAN	
E UPDATED SLAB/INTERNAL ELEVATIONS	3/03/25
JOB No. NSH019	DATE: 1/11/24
Drawn By : DA	Sheet No. 3/23
Checked By : DA	Revision. E
Scale : as shown @A3	

South Coast Certifiers Pty Ltd
 Reference: 24-0125
 Date: 04/03/2025

Nathan Lowe
 Building Surveyor
 BDC2628



10,000L TANK PLAN DETAIL
 SCALE NTS



COMBINED OSD-RAINWATER TANK SECTION
 SCALE NTS



Builders details:

WATTLE COURT
 HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
 New Vision Builders Pty Ltd
 A.B.N. 12 088 350 154 Builders No. 107108C
 217 Argyle Street, Moss Vale NSW 2577
 P: (02) 4868 3233

SIGNATURES	
Builder :	Date :
Client :	Date :
Client :	Date :

Client
 Leanne Flaus & Renee O'Brien
 Location
 Lot 4, DP1270508
 4, Zollner Place, Mittagong
 NSW 2575

FLOOR AREAS:	
LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

Product
 Model :DAINTREE 249
 Facade : Hamptons
 Specification : ???
 Master Date : 01-10-23
 Master Rev : A

TANK DETAIL	
E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25	
JOB No. NSH019	DATE. 1/11/24
Drawn By : DA	Sheet No. 4/23
Checked By : DA	Revision. E
Scale : as shown @A3	

South Coast Certifiers Pty Ltd
 Reference: 24-0125
 Date: 04/03/2025

Nathan Lowe
 Building Surveyor
 BDC 2024/12
 GROSS FLOOR AREA
 CALCULATED: 208.97 m²
 MAX: 335m²

DOUBLE GLAZING TO ALL WINDOWS & SLIDING DOORS SOUTH, EAST AND WESTERN FACADE TO BE FITTED WITH 6.38mm LAMINATED GLASS OR OTHER GLAZING WITH SOUND INSULATION RW32 AND RW + CTR30

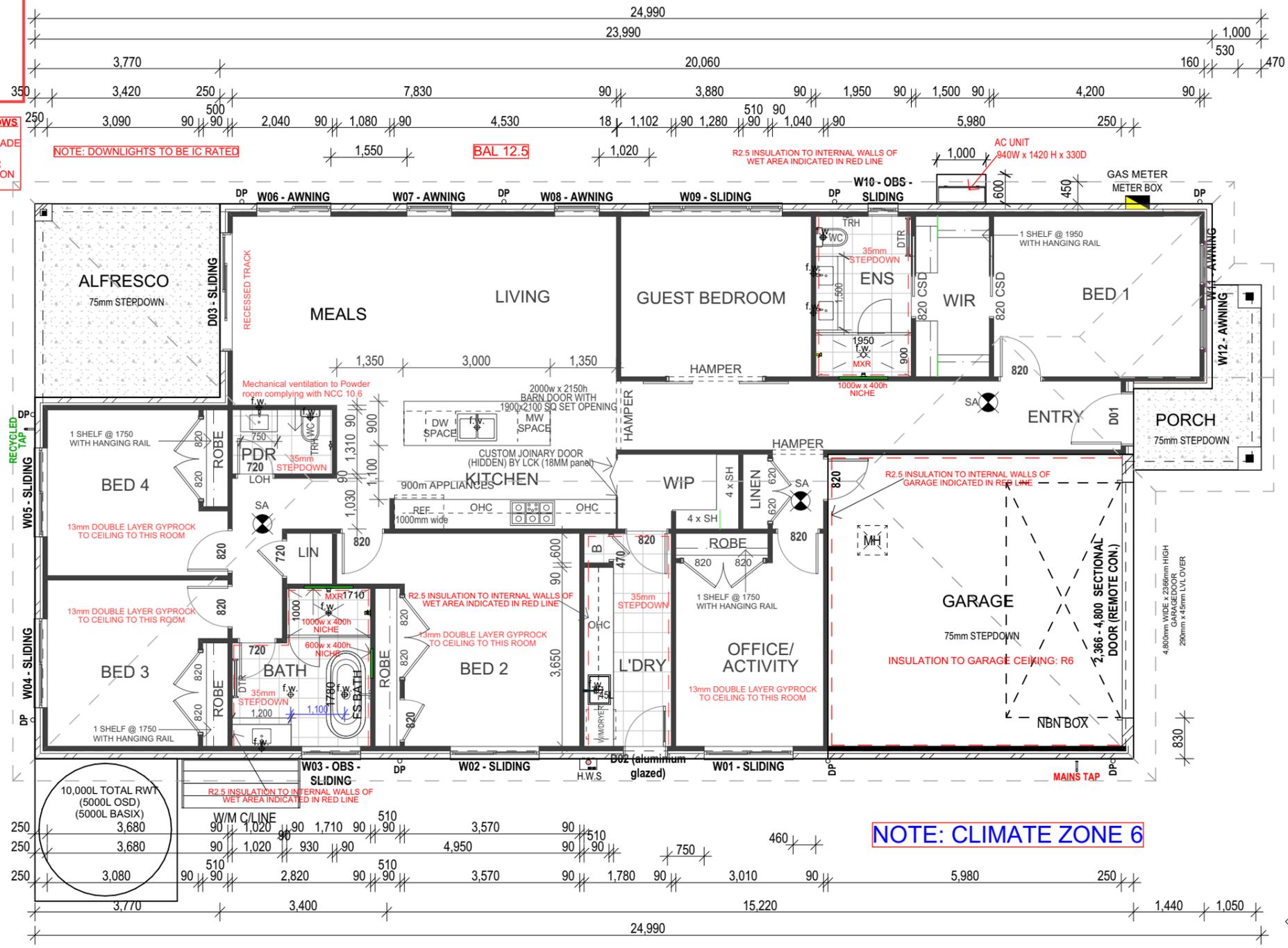
NOTE: DOWNLIGHTS TO BE IC RATED

BAL 12.5

R2.5 INSULATION TO INTERNAL WALLS OF WET AREA INDICATED IN RED LINE

AC UNIT 940W x 1420 H x 330D

11,300
 3,940
 3,590
 3,850
 7,360
 90
 2,595
 90
 3,380
 250
 3,390
 90
 2,110
 90
 3,220
 90
 1,030
 90
 3,665
 90
 1,975
 90
 1,975
 90
 250
 250
 250



11,300
 3,270
 3,270
 1,400
 90
 1,400
 90
 1,400
 90
 1,340
 470
 1,490
 470
 1,400
 90
 160
 4,340
 90
 1,520
 90
 5,950
 90
 5,950
 90
 5,880
 830

10,000L TOTAL RWWT (5000L OSD) (5000L BASIX)
 3,680
 3,680
 3,080

NOTE: CLIMATE ZONE 6

GROUND FLOOR PLAN
 1:100

01



Builders details:	WATTLE COURT HOMES BUILT FOR LIFE	New Vision Builders Pty Ltd New Vision Builders Pty Ltd A.B.N. 12 088 350 154 Builders No. 107108C 217 Argyle Street, Moss Vale NSW 2577 P: (02) 4868 3233
-------------------	---	---

SIGNATURES		
Builder :	_____	Date :
Client :	_____	Date :
Client :	_____	Date :

Client
 Leanne Flaus & Renee O'Brien
 Location
 Lot 4, DP1270508
 4, Zollner Place, Mittagong
 NSW 2575

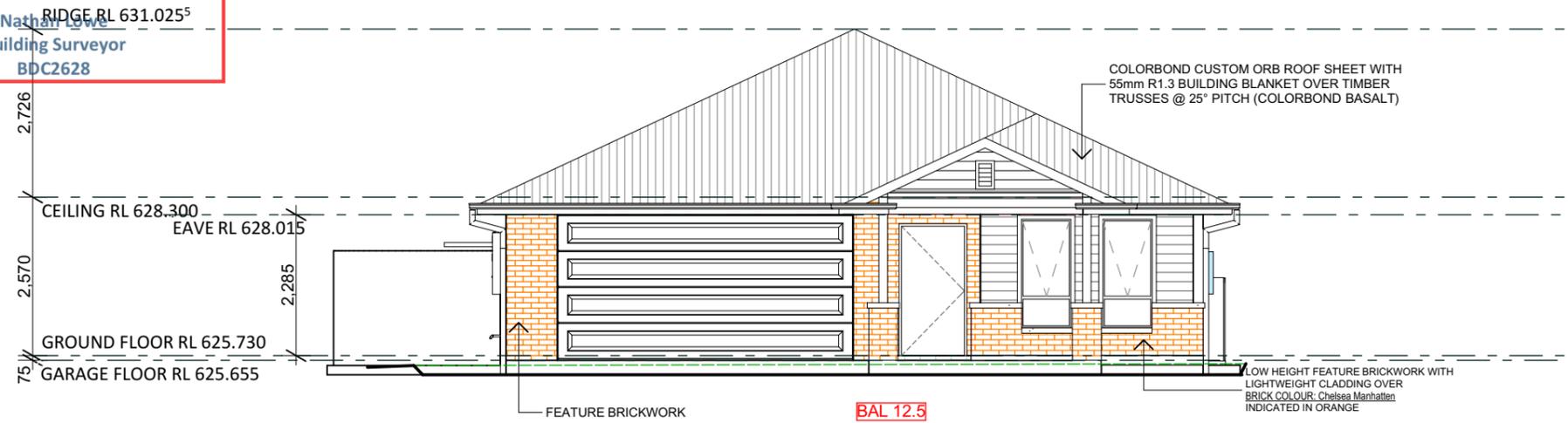
FLOOR AREAS:	
LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

Product
 Model : DAINTREE 249
 Facade : Hamptons
 Specification : ???
 Master Date : 01-10-23
 Master Rev : A

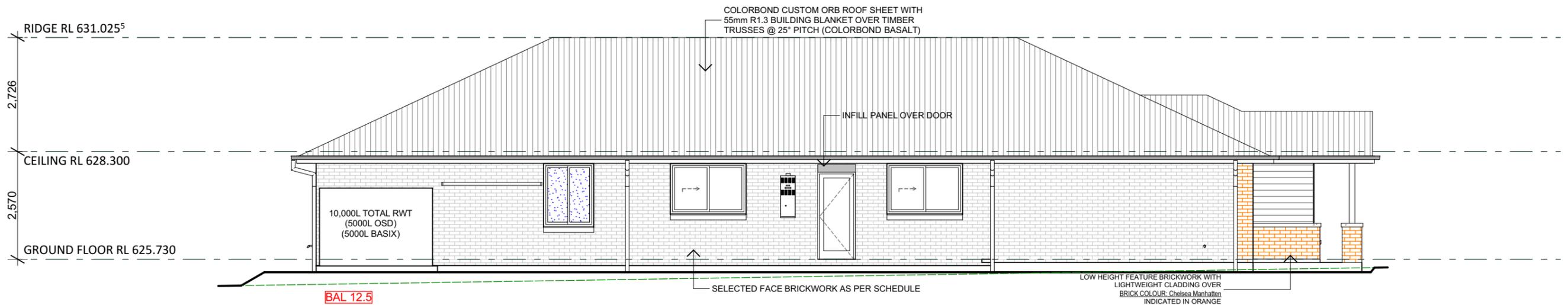
GROUND FLOOR PLAN	
E UPDATED SLAB/INTERNAL ELEVATIONS	3/03/25
JOB No. NSH019	DATE: 1/11/24
Drawn By : DA	Sheet No. 5/23
Checked By : DA	Revision. E
Scale : as shown @A3	

South Coast Certifiers Pty Ltd
Reference: 24-0125
Date: 04/03/2025

Nathan Lowe
Building Surveyor
BDC2628



E 3 ELEVATION
1:100



E 4 ELEVATION
1:100



ELEVATIONS 2/2

Builders details:		SIGNATURES		Client	FLOOR AREAS:		Product	E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25	
WATTLE COURT HOMES BUILT FOR LIFE	New Vision Builders Pty Ltd New Vision Builders Pty Ltd A.B.N. 12 088 350 154 Builders No. 107108C 217 Argyle Street, Moss Vale NSW 2577 P: (02) 4868 3233	Builder :	Date :	Leanne Flaus & Renee O'Brien	LIVING	205.54	Model : DAINTREE 249	JOB No. NSH019 DATE: 1/11/24	
		Client :	Date :	Location	GARAGE	38.63	Facade : Hamptons	Drawn By : DA	Sheet No.
		Client :	Date :	4, Zollner Place, Mittagong	ALFRESCO	14.85	Specification : ???	Checked By : DA	6/23
				NSW 2575	PORCH	6.43	Master Date : 01-10-23	Revision.	E
						265.45 m ²	Master Rev : A	Scale : as shown @A3	

South Coast Certifiers Pty Ltd
 Reference: 24-0125
 Date: 04/03/2025
 RIDGE RL 631.025⁵
 Nathan Lowe
 Building Surveyor
 BDC2628

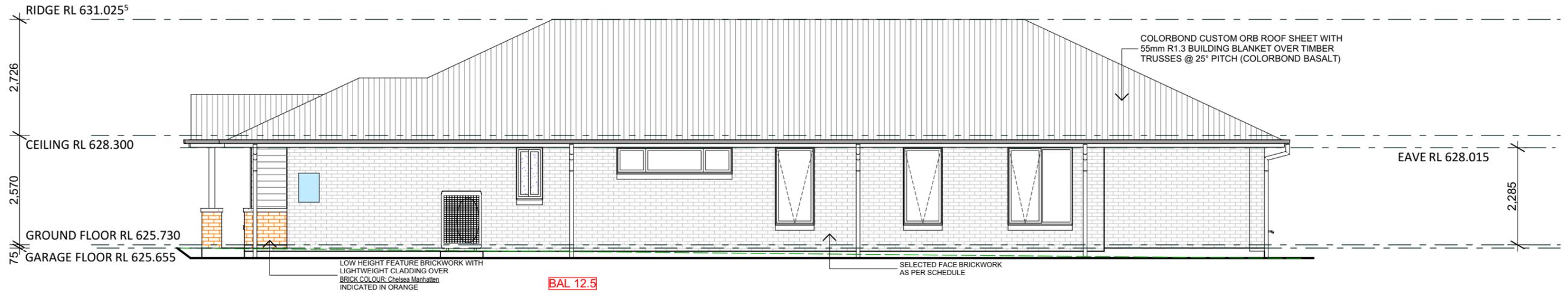
APPROX. LOCATION OF THE REQUIRED
 ARTICULATION/EXPANSION JOINTS IN
 ACCORDANCE WITH 3.3.5.13 OF THE NCC V2

2.726
 CEILING RL 628.300
 2.570
 GROUND FLOOR RL 625.730



BAL 12.5

E 1 ELEVATION
 1:100



BAL 12.5

E 2 ELEVATION
 1:100



WATTLE COURT
 HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
 New Vision Builders Pty Ltd
 A.B.N. 12 088 350 154 Builders No. 107108C
 217 Argyle Street, Moss Vale NSW 2577
 P: (02) 4868 3233

SIGNATURES	
Builder :	Date :
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Leanne Flaus & Renee O'Brien
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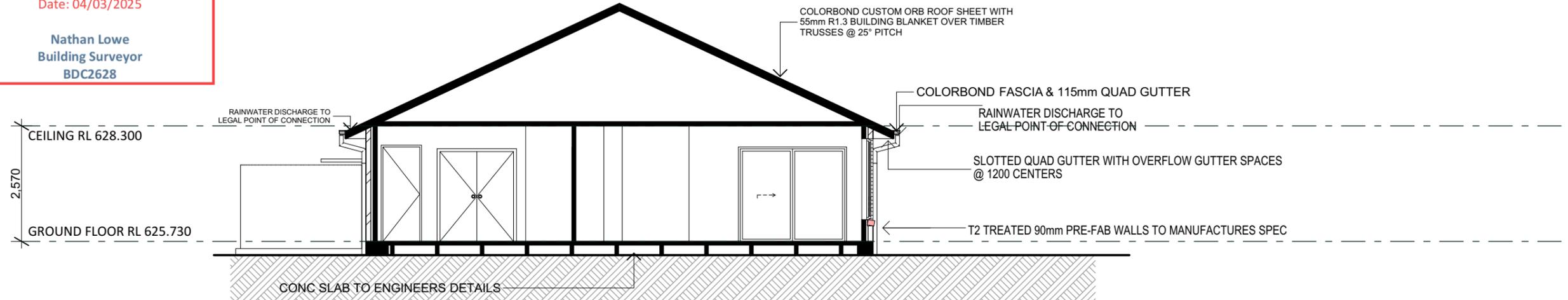
FLOOR AREAS:	
LIVING	205.54
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PORCH	6.43
TOTAL	265.45 m²

Product
 Model : DAINTREE 249
 Facade : Hamptons
 Specification : ???
 Master Date : 01-10-23
 Master Rev : A

ELEVATIONS 1/2	
E UPDATED SLAB/INTERNAL ELEVATIONS	3/03/25
JOB No. NSH019	DATE: 1/11/24
Drawn By : DA	Sheet No. 7/23
Checked By : DA	Revision. E
Scale : as shown @A3	

South Coast Certifiers Pty Ltd
Reference: 24-0125
Date: 04/03/2025

Nathan Lowe
Building Surveyor
BDC2628



SECTION A-A
1:100

04

DOUBLE GLAZING TO ALL WINDOWS & SLIDING DOORS
SOUTH, EAST AND WESTERN FACADE
TO BE FITTED WITH 6.38mm
LAMINATED GLASS OR OTHER
GLAZING WITH SOUND INSULATION
RW32 AND RW + CTR30

WINDOW SCHEDULE				
FLOOR	WINDOW CODE	HEIGHT	WIDTH	GLAZING
Ground Floor				
	W01 - SLIDING	1,200	1,810	
	W02 - SLIDING	1,200	1,810	
	W03 - OBS - SLIDING	1,500	1,200	
	W04 - SLIDING	1,200	1,810	
	W05 - SLIDING	1,200	1,810	
	W06 - AWNING	1,800	1,510	
	W07 - AWNING	1,800	910	
	W08 - AWNING	1,800	910	
	W09 - SLIDING	600	2,710	
	W10 - OBS - SLIDING	1,200	610	
	W11 - AWNING	1,800	850	
	W12 - AWNING	1,800	850	

EXTERNAL DOOR SCHEDULE					
FLOOR	Door Code	Door Type	Height	Width	GLAZING
Ground Floor					
	D01	Door	2,100	1,020	
	D02 (aluminium glazed)	Door	2,040	820	
	D03 - SLIDING	Sliding Door	2,100	2,410	
	GARAGE	Overhead Garage Door	2,366	4,800	

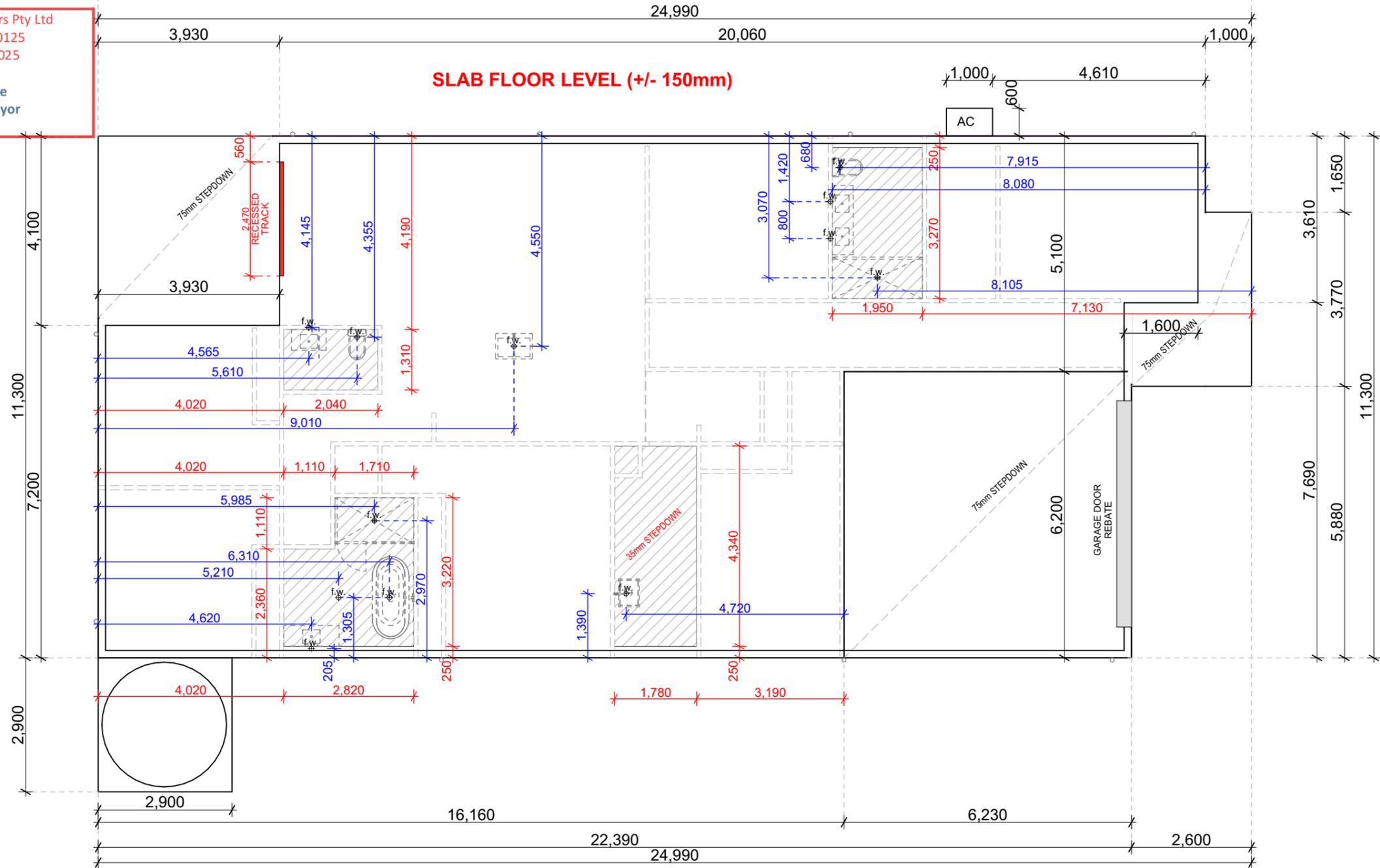


BUILDING SECTIONS/WINDOWS/DOORS/BA

Builders details:		SIGNATURES		Client		FLOOR AREAS:		Product		E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25	
	New Vision Builders Pty Ltd New Vision Builders Pty Ltd A.B.N. 12 088 350 154 Builders No. 107108C 217 Argyle Street, Moss Vale NSW 2577 P: (02) 4868 3233	Builder : _____	Date : _____	Leanne Flaus & Renee O'Brien		LIVING	205.54	Model : DAINTREE 249		JOB No. NSH019	
		Client : _____	Date : _____	Lot 4, DP1270508		GARAGE	38.63	Facade : Hamptons		DATE. 1/11/24	
		Client : _____	Date : _____	4, Zollner Place, Mittagong		ALFRESCO	14.85	Specification : ???		Sheet No. 8/23	
				NSW 2575		PORCH	6.43	Master Date : 01-10-23		Checked By : DA	
							265.45 m ²	Master Rev : A		Scale : as shown @A3	
										Revision. E	

South Coast Certifiers Pty Ltd
Reference: 24-0125
Date: 04/03/2025

Nathan Lowe
Building Surveyor
BDC2628



CONCRETE SETOUT PLAN
1:100



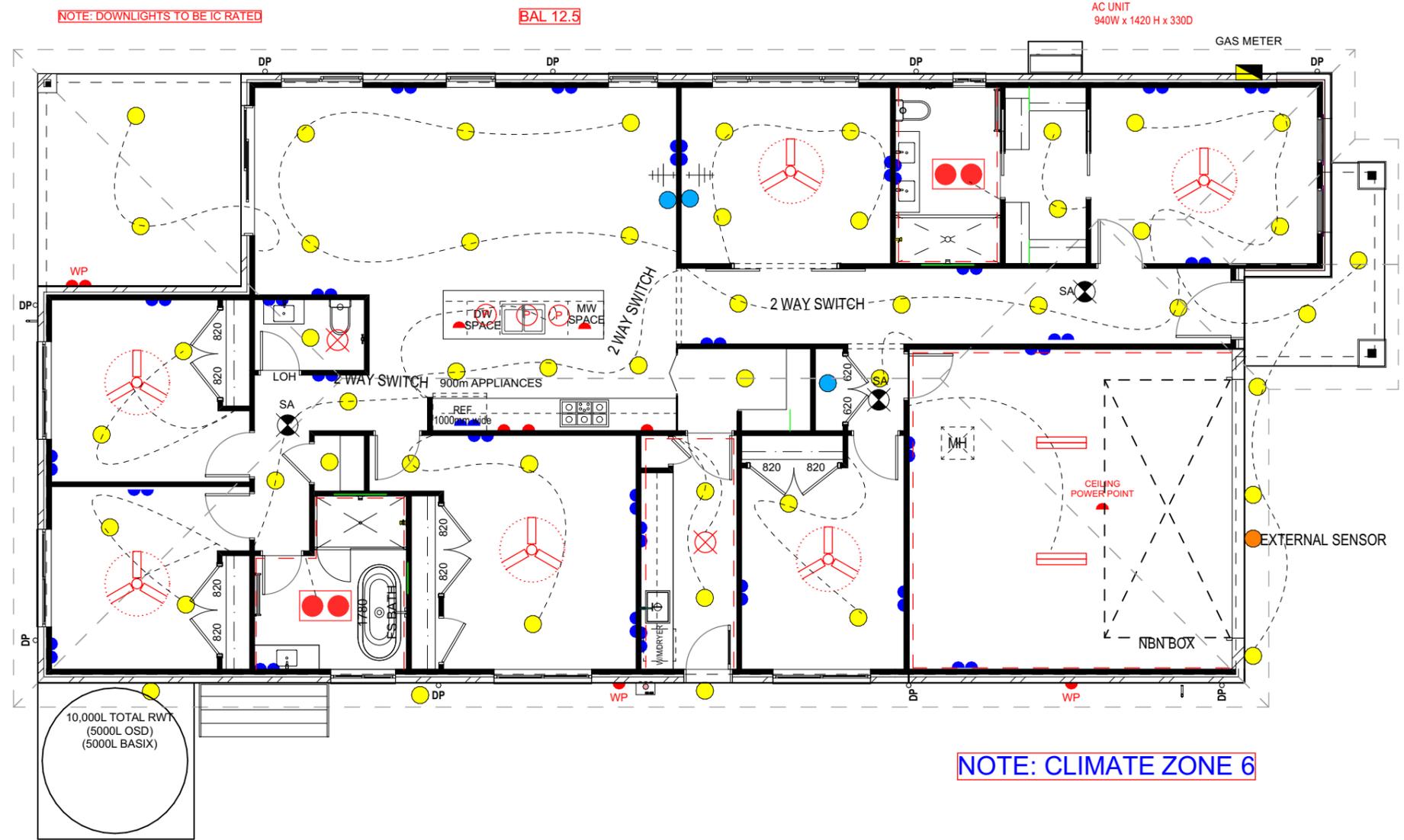
CONCRETE SETOUT PLAN

Builders details:		SIGNATURES		Client	FLOOR AREAS:		Product	E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25		
WATTLE COURT HOMES BUILT FOR LIFE	New Vision Builders Pty Ltd New Vision Builders Pty Ltd A.B.N. 12 088 350 154 Builders No. 107108C 217 Argyle Street, Moss Vale NSW 2577 P: (02) 4868 3233	Builder :	_____	Date :	_____	LIVING	205.54	Model : DAINTREE 249	JOB No. NSH019	DATE: 1/11/24
		Client :	_____	Date :	_____	GARAGE	38.63	Facade : Hamptons	Drawn By : DA	Sheet No.
		Client :	_____	Date :	_____	ALFRESCO	14.85	Specification : ???	Checked By : DA	9/23
				Client	4, Zollner Place, Mittagong	PORCH	6.43	Master Date : 01-10-23	Scale : as shown @A3	Revision.
				Location	NSW 2575		265.45 m ²	Master Rev : A		E

ELECTRICAL LEGEND

-  DOUBLE GPO - 32
-  WATER PROOF DOUBLE GPO - 1
-  CEILING MOUNTED PENDANT LIGHT - 3
-  CEILING MOUNTED BATTEN LIGHT - 24
-  SINGLE GPO - 4
-  CEILING POWER POINT - 1
-  WATER PROOF SINGLE GPO - 2
-  LED LIGHTS - 51
-  RUN ON TIMER - 1
-  EXTERNAL SENSOR - 1
-  EXTRACTION FANS - 2
-  SINGLE TUBE LED LIGHT - 2
-  HARD WIRED SMOKE ALARM - 2
-  TELEVISION POINT - 2
-  TELEPHONE POINT -
-  DATA POINT BACK TO LINEN FROM GARAGE
-  DATA -
-  HEAT/LIGHT/FAN - 2
-  EXTERNAL LIGHT PROVISION LED -
-  SPOT LIGHT -
-  SENSOR DOWNLIGHTS - x
-  CEILING FAN WITH LIGHT -
-  CEILING FAN WITHOUT LIGHT - 6

South Coast Certifiers Pty Ltd
 Reference: 24-0125
 Date: 04/03/2025
 Nathan Lowe
 Building Supervisor
 BDC2628



ELECTRICAL GROUND FLOOR PLAN 01
 1:100

NOTE: METRE BOX LOCATION TO BE CONFIRMED BY ELECTRIAN ON SITE

Builders details:

WATTLE COURT
 HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
 New Vision Builders Pty Ltd
 A.B.N. 12 088 350 154 Builders No. 107108C
 217 Argyle Street, Moss Vale NSW 2577
 P: (02) 4868 3233

SIGNATURES	
Builder :	Date :
Client :	Date :
Client :	Date :

Client
Leanne Flaus & Renee O'Brien
 Location
 Lot 4, DP1270508
 4, Zollner Place, Mittagong
 NSW 2575

FLOOR AREAS:	
LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

Product
 Model : DAINTREE 249
 Facade : Hamptons
 Specification : ???
 Master Date : 01-10-23
 Master Rev : A

ELECTRICAL PLAN	
E UPDATED SLAB/INTERNAL ELEVATIONS	3/03/25
JOB No. NSH019	DATE: 1/11/24
Drawn By : DA	Sheet No. 10/23
Checked By : DA	Revision. E
Scale : as shown @A3	



HANDLES & ACCESSORIES	
Fingerpull	
ADD UNDERPANELS	
DOOR TYPE 1	
TYPE: Lamiwood	
PROFILE: 1mm PVC	
THICKNESS: 16mm	
BRAND: Polytec	
COLOUR: TBC	

DOOR TYPE 2	
TYPE: N/A	
PROFILE:	
THICKNESS:	
BRAND:	
COLOUR:	

SPLASHBACK	
TYPE: Stone	

BENCH	
TYPE: Stone	
EDGE: 20mm PE	
BRAND: Caesarstone	
COLOUR: TBC	
FINISH: M0 Range	

KICKBOARD	
TYPE: Lamiwood	
COLOUR: To match cabinets	

BULKHEAD	
TYPE: MDF Bulkhead	
CAPPING MOULD:	
COLOUR: To match cabinets	

DRAWER	
SYSTEM: Blum Tandambox (soft close)	
DESIGN:	
CUTLERY TRAY: Standard white (included)	

KITCHEN DETAILS	
KICK HEIGHT:	140mm
BTM CUPBOARD HEIGHT:	
TOP CUPBOARD HEIGHT:	
BULKHEAD HEIGHT:	
BOTTOM DOOR HEIGHT:	
TOP DOOR HEIGHT:	

ROOM DETAILS	
CEILING HEIGHT:	2700
OVER ALL HEIGHT:	2400
BENCH HEIGHT:	920
SPLASHBACK HEIGHT:	600

Written dimensions are to take priority over scaled drawing.
Drawings to be read in conjunction with specification sheets.
SCALE: 1:20 @ A3

Sales Consultant: Arielle Lundberg
Drawn By: Arielle Lundberg

JOB No: 66866

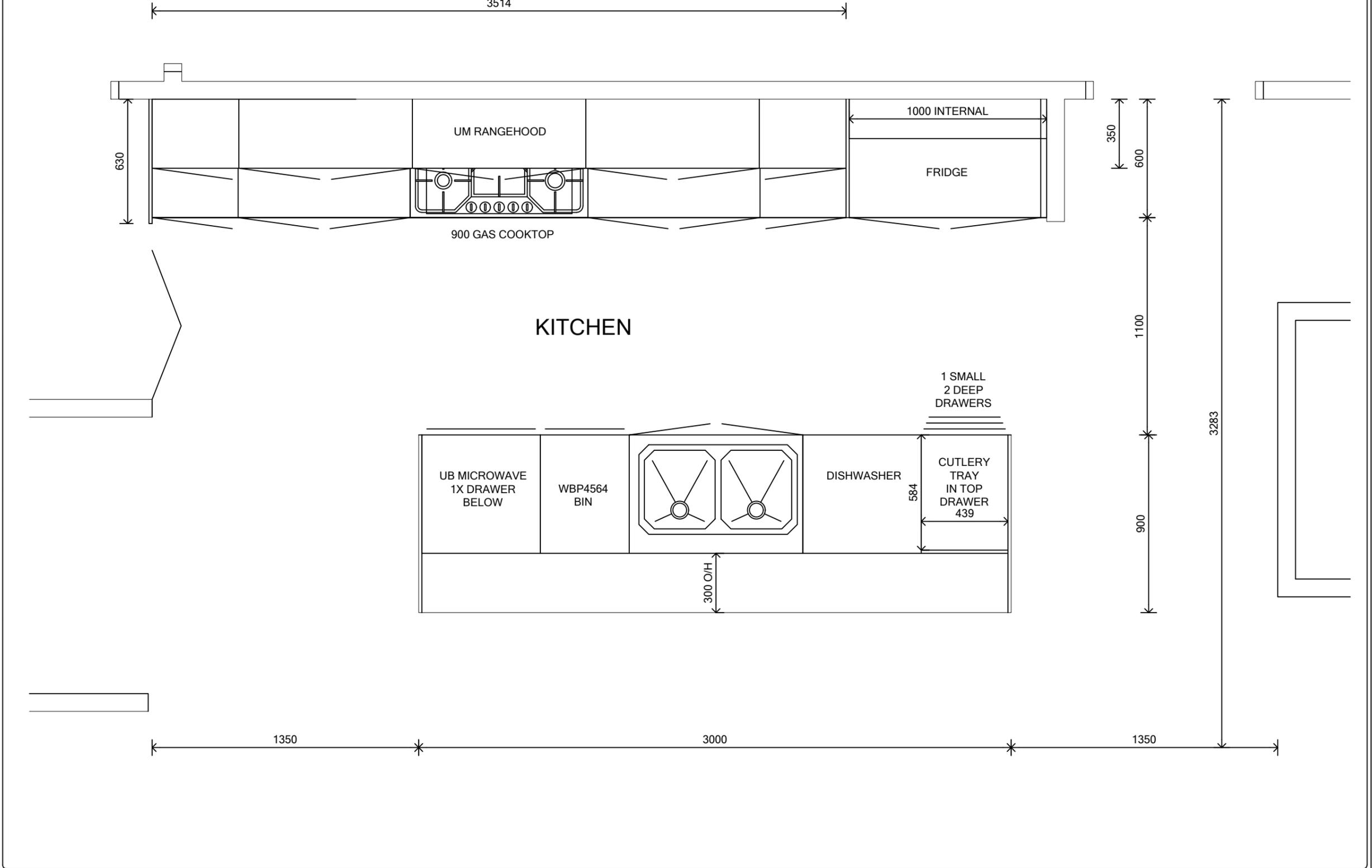
CUSTOMER: Wattle Court/Flaus & O'Brien
SITE ADDRESS: Lot 4: 4 Zollner Pl
Mittagong, NSW 2575
MOBILE:
PHONE: 4868 3233 - Office
EMAIL: nicole.mccarthy@wattlecourt.com.au
Builder: Wattle Court Southern Highlands

leisure coast
kitchens **lck**

ABN 74 088 400 695 Licence no. 123063c
124 Industrial Rd, Oak Flats, NSW 2529
Phone: 02 4256 5314 Fax: 4256 5312

APPLIANCE SPECIFICATIONS	
SINK: TBC	OVEN: F&P -
DISHWASHER: F&P	STOVE: F&P -
FRIDGE: STD 1000 x 1850 prov	RANGEHOOD: F&P -
MICROWAVE: Standard Prov -	MICROWAVE TRIM: TAP: TBC

South Coast
Reference: 24-0125
Date: 04/03/2025
Nathan Lowe
Building Survey
BDC 2628



I / We accept this plan and specifications, authorising you to proceed with the work detailed.
I / We acknowledge that any changes after signing may incur an additional charge.

Date: _____ Signature: _____

HANDLES & ACCESSORIES
 Fingerpull
 ADD UNDERPANELS

Sales Consultant: Arielle Lundberg
 Drawn By: Arielle Lundberg

JOB No: 66868

CUSTOMER: Wattle Court/Flaus & O'Brien
 SITE ADDRESS: Lot 4: 4 Zollner Pl
 Mittagong, NSW 2575
 MOBILE:
 PHONE: 4868 3233 - Office
 EMAIL: nicole.mccarthy@wattlecourt.com.au
 Builder: Wattle Court Southern Highlands

leisure coast kitchens **lck**
 ABN 74 088 400 695 Licence no. 123063c
 124 Industrial Rd, Oak Flats, NSW 2529
 Phone: 02 4256 5314 Fax: 4256 5312

APPLIANCE SPECIFICATIONS
 SINK: TBC
 OVEN: TAP:
 STOVE: -
 RANGEHOOD: -
 MICROWAVE TRIM: -
 DISHWASHER: -
 MICROWAVE: -

DOOR TYPE 1
 TYPE: Lamiwood
 PROFILE: 1mm PVC
 THICKNESS: 16mm
 BRAND: Polytec
 COLOUR: TBC

DOOR TYPE 2
 TYPE: N/A
 PROFILE:
 THICKNESS:
 BRAND:
 COLOUR:

SPLASHBACK
 TYPE: Stone

BENCH
 TYPE: Laminate
 EDGE: 20mm R8x8
 BRAND: Polytec
 COLOUR: TBC
 FINISH: TBC

KICKBOARD
 TYPE: Lamiwood
 COLOUR: To match cabinets

BULKHEAD
 TYPE: MDF Bulkhead
 CAPPING MOULD:
 COLOUR: To match cabinets

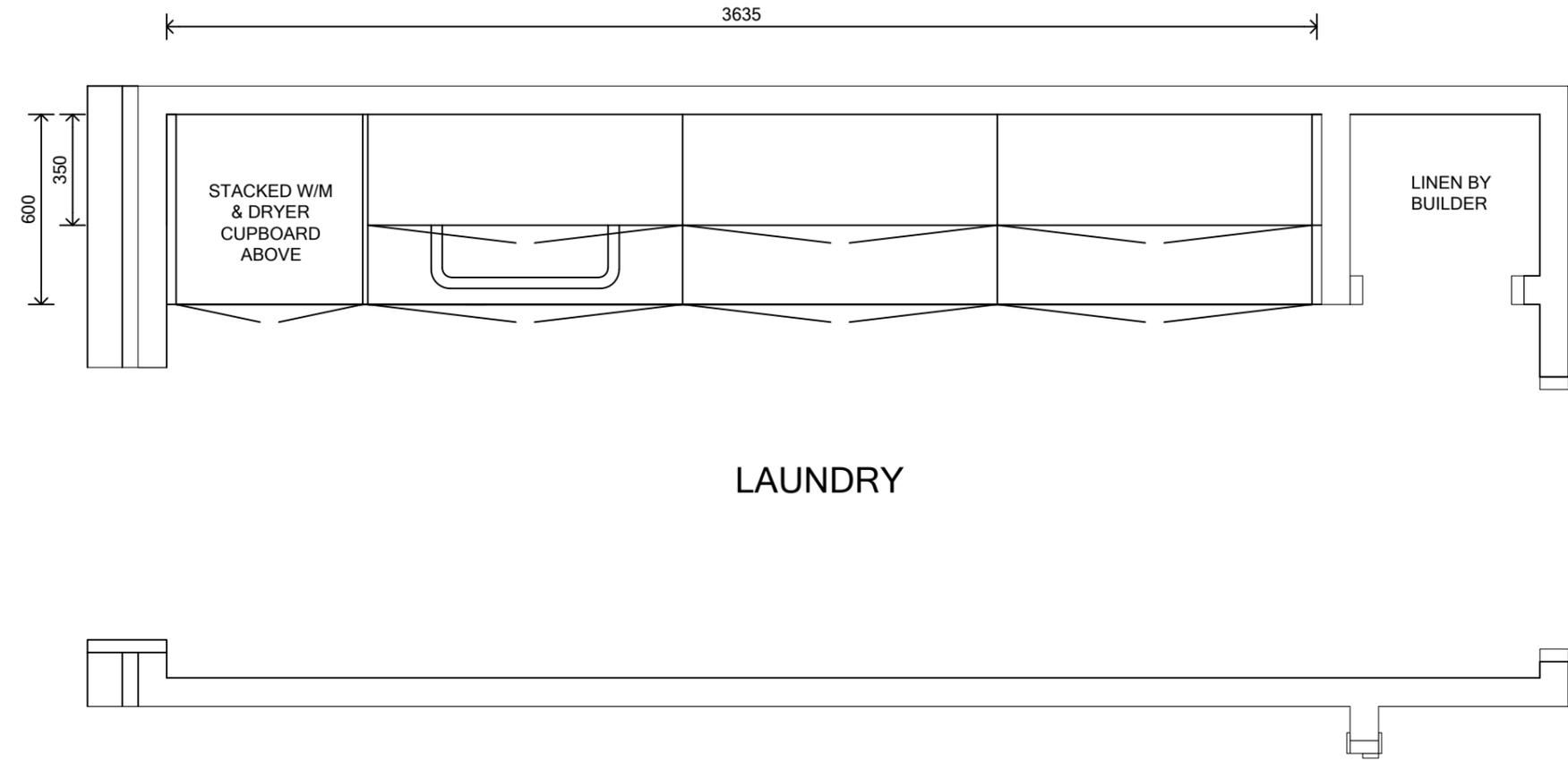
DRAWER
 SYSTEM: Blum Tandambox (soft close)
 DESIGN:
 CUTLERY TRAY: Standard white (included)

KITCHEN DETAILS
 KICK HEIGHT: 140mm
 BTM CUPBOARD HEIGHT:
 TOP CUPBOARD HEIGHT:
 BULKHEAD HEIGHT:
 BOTTOM DOOR HEIGHT:
 TOP DOOR HEIGHT:

ROOM DETAILS
 CEILING HEIGHT: 2700
 OVER ALL HEIGHT: 2400
 BENCH HEIGHT: 920
 SPLASHBACK HEIGHT: 600

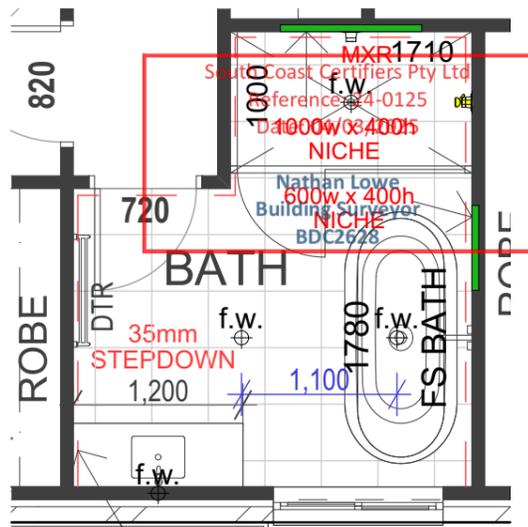
Written dimensions are to take priority over scaled drawing.
 Drawings to be read in conjunction with specification sheets.
 SCALE: 1:20 @ A3

South Coast
 Reference: 24-0125
 Date: 04/03/2025
 Nathan Lowe
 Building Survey
 BDC 2628
 SCALE: 1:20 @ A3

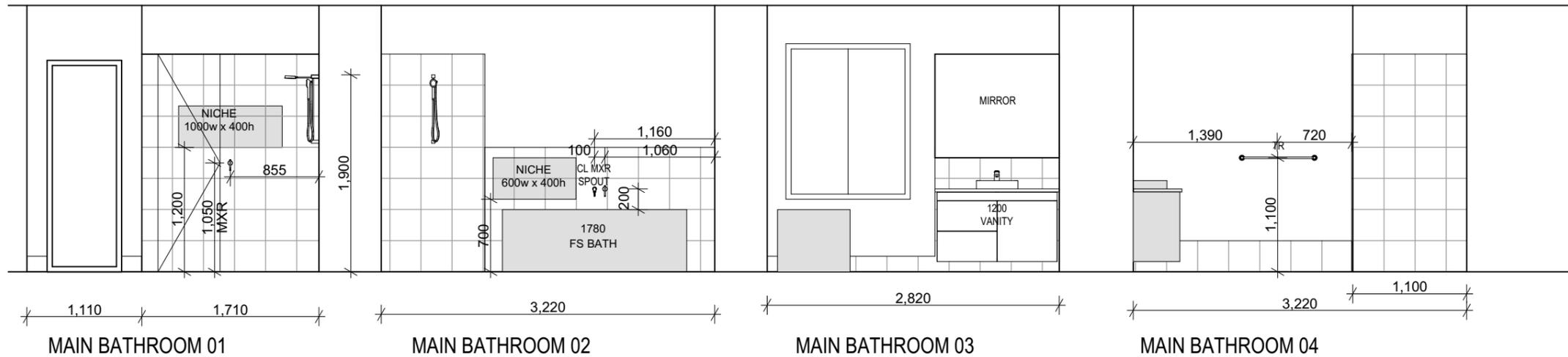


I / We accept this plan and specifications, authorising you to proceed with the work detailed.
 I / We acknowledge that any changes after signing may incur an additional charge.

Date: _____ Signature: _____



BATH
1:50



WET AREA ELEVATIONS - SHEET 1

Builders details:

WATTLE COURT
HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
New Vision Builders Pty Ltd
A.B.N. 12 088 350 154 Builders No. 107108C
217 Argyle Street, Moss Vale NSW 2577
P: (02) 4868 3233

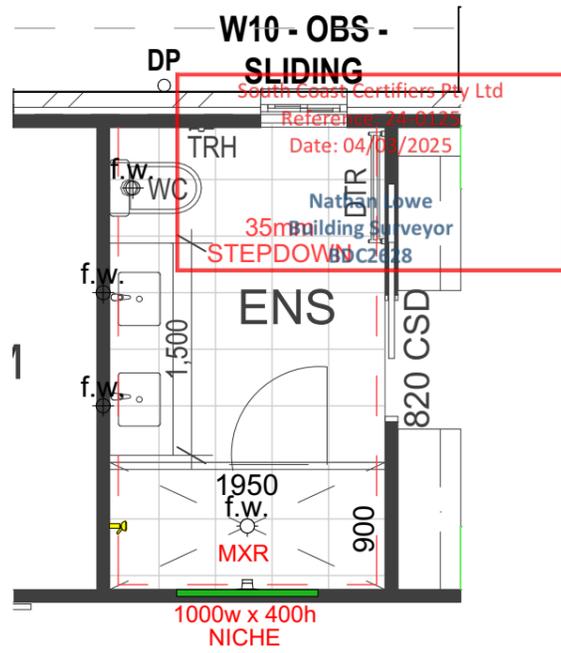
SIGNATURES	
Builder :	Date :
Client :	Date :
Client :	Date :

Client
Leanne Flaus & Renee O'Brien
Location
Lot 4, DP1270508
4, Zollner Place, Mittagong
NSW 2575

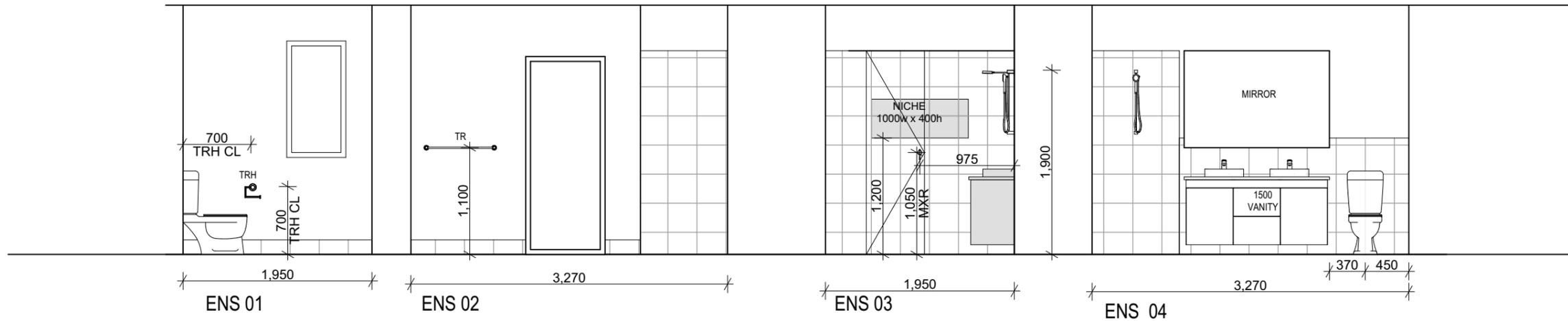
FLOOR AREAS:	
LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

Product
Model : DAINTREE 249
Facade : Hamptons
Specification : ???
Master Date : 01-10-23
Master Rev : A

E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25	
JOB No. NSH019	DATE. 1/11/24
Drawn By : DA	Sheet No. 13/23
Checked By : DA	Revision. E
Scale : as shown @A3	



ENSUITE
1:50



WET AREA ELEVATIONS - SHEET 2

Builders details:

WATTLE COURT
HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
New Vision Builders Pty Ltd
A.B.N. 12 088 350 154 Builders No. 107108C
217 Argyle Street, Moss Vale NSW 2577
P: (02) 4868 3233

SIGNATURES

Builder :	Date :
Client :	Date :
Client :	Date :

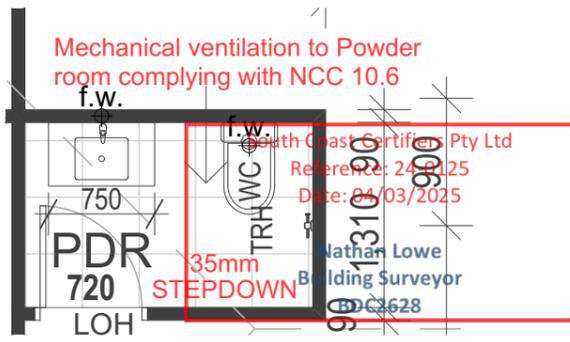
Client
Leanne Flaus & Renee O'Brien
Location
Lot 4, DP1270508
4, Zollner Place, Mittagong
NSW 2575

FLOOR AREAS:

LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

Product
Model : DAINTREE 249
Facade : Hamptons
Specification : ???
Master Date : 01-10-23
Master Rev : A

E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25	
JOB No. NSH019	DATE. 1/11/24
Drawn By : DA	Sheet No. 14/23
Checked By : DA	Revision. E
Scale : as shown @A3	



PDR
1:50

01



WET AREA ELEVATIONS - SHEET 3

Builders details:

WATTLE COURT
HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
New Vision Builders Pty Ltd
A.B.N. 12 088 350 154 Builders No. 107108C
217 Argyle Street, Moss Vale NSW 2577
P: (02) 4868 3233

SIGNATURES

Builder :	Date :
Client :	Date :
Client :	Date :

Client
Leanne Flaus & Renee O'Brien
Location
Lot 4, DP1270508
4, Zollner Place, Mittagong
NSW 2575

FLOOR AREAS:

LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

Product
Model : DAINTREE 249
Facade : Hamptons
Specification : ???
Master Date : 01-10-23
Master Rev : A

E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25	
JOB No. NSH019	DATE. 1/11/24
Drawn By : DA	Sheet No. 15/23
Checked By : DA	Revision. E
Scale : as shown @A3	

South Coast Certifiers Pty Ltd
 Reference: 24-0125
 Date: 04/03/2025

Nathan Lowe
 Building Surveyor
 BDC2628

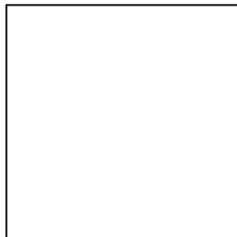
ROOF

MATERIAL: COLORBOND
 COLOUR: BASALT



GUTTERS

MATERIAL: METAL
 COLOUR: BASALT



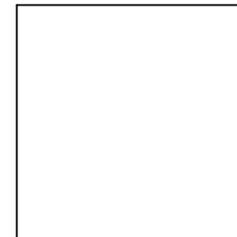
DOWNPIPES

MATERIAL:
 COLOUR:



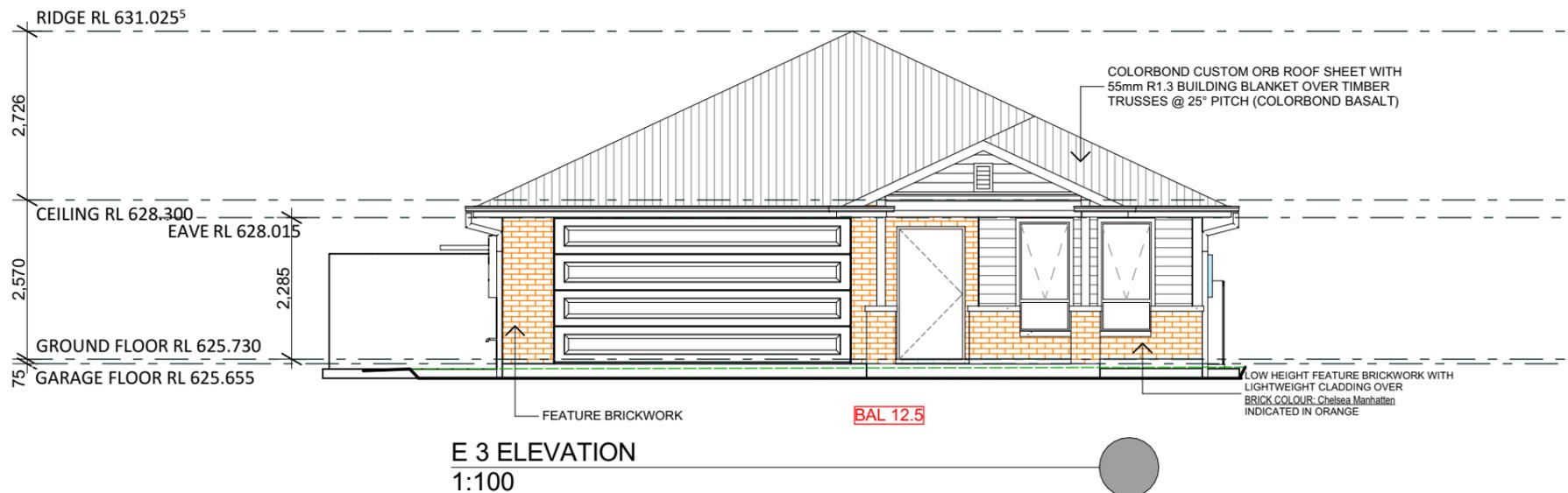
FASCIA & BARGEBOARD

MATERIAL: METAL
 COLOUR: BASALT

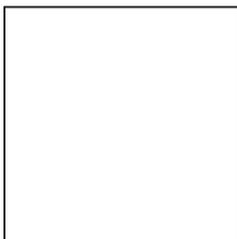


EAVES

MATERIAL:
 COLOUR:

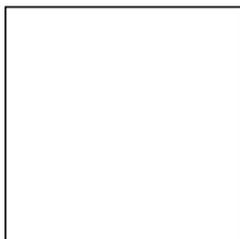


E 3 ELEVATION
 1:100



BRICK (MAIN)

MATERIAL: BRICK
 COLOUR:



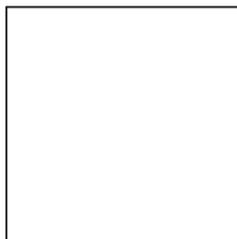
FACADE CLADDING

MATERIAL: CLADDING
 COLOUR:



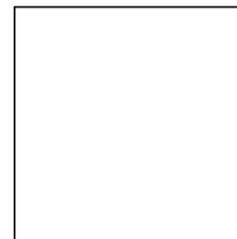
FEATURE BRICK

MATERIAL: BRICKWORK
 COLOUR: Chelsea Manhattan
 Range brick



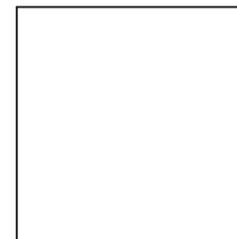
DOORS & WINDOWS

MATERIAL:
 COLOUR:



POSTS & TRIMS

MATERIAL:
 COLOUR:



GARAGE DOOR

MATERIAL:
 COLOUR:



COLOUR SELECTIONS

E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25	
JOB No. NSH019	DATE: 1/11/24
Drawn By: DA	Sheet No. 16/23
Checked By: DA	Revision. E
Scale: as shown @A3	

Builders details:

WATTLE COURT
 HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
 New Vision Builders Pty Ltd
 A.B.N. 12 088 350 154 Builders No. 107108C
 217 Argyle Street, Moss Vale NSW 2577
 P: (02) 4868 3233

SIGNATURES

Builder :	Date :
Client :	Date :
Client :	Date :

Client
Leanne Flaus & Renee O'Brien
 Location
Lot 4, DP1270508
4, Zollner Place, Mittagong
NSW 2575

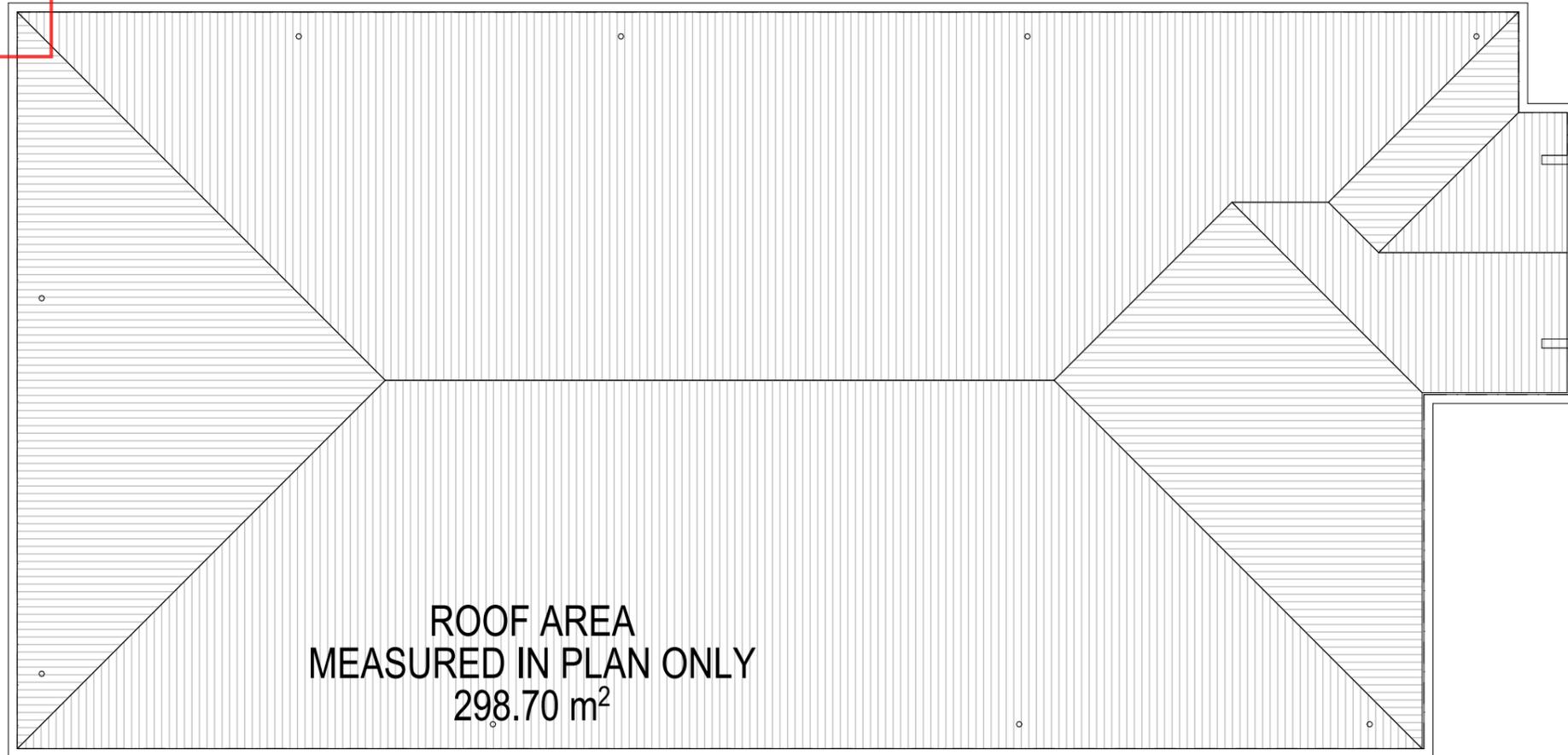
FLOOR AREAS:

LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

Product
 Model : DAINTREE 249
 Facade : Hamptons
 Specification : ???
 Master Date : 01-10-23
 Master Rev : A

South Coast Certifiers Pty Ltd
 Reference: 24-0125
 Date: 04/03/2025

Nathan Lowe
 Building Surveyor
 BDC2628



NOTE: ROOF VENT
 EaveFlo™ and RidgeFlo™ Designed to meet the requirements for NCC 2022, section 10.8.3 Ventilation of roof spaces and AS 3959:2018



Builders details:

WATTLE COURT
 HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
 New Vision Builders Pty Ltd
 A.B.N. 12 088 350 154 Builders No. 107108C
 217 Argyle Street, Moss Vale NSW 2577
 P: (02) 4868 3233

SIGNATURES	
Builder : _____	Date : _____
Client : _____	Date : _____
Client : _____	Date : _____

Client
 Leanne Flaus & Renee O'Brien
 Location
 Lot 4, DP1270508
 4, Zollner Place, Mittagong
 NSW 2575

FLOOR AREAS:	
LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

Product
 Model : DAINTREE 249
 Facade : Hamptons
 Specification : ???
 Master Date : 01-10-23
 Master Rev : A

ROOF PLAN	
E UPDATED SLAB/INTERNAL ELEVATIONS	3/03/25
JOB No. NSH019	DATE. 1/11/24
Drawn By : DA	Sheet No. 17/23
Checked By : DA	Revision. E
Scale : as shown @A3	

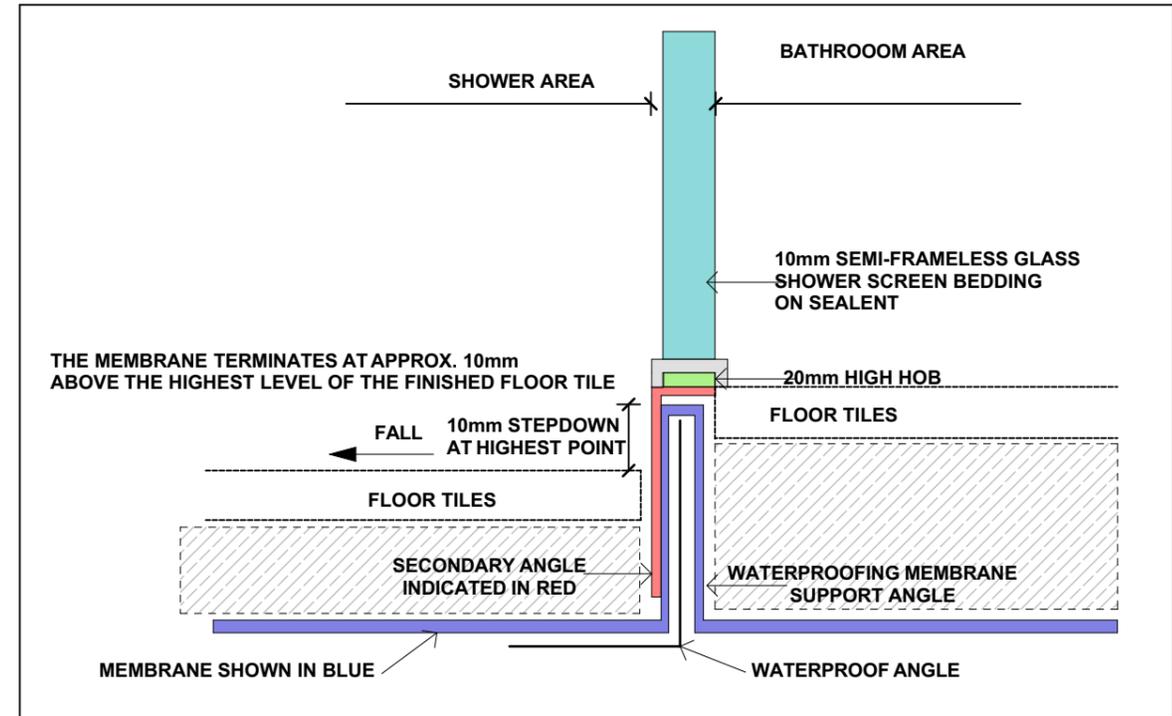
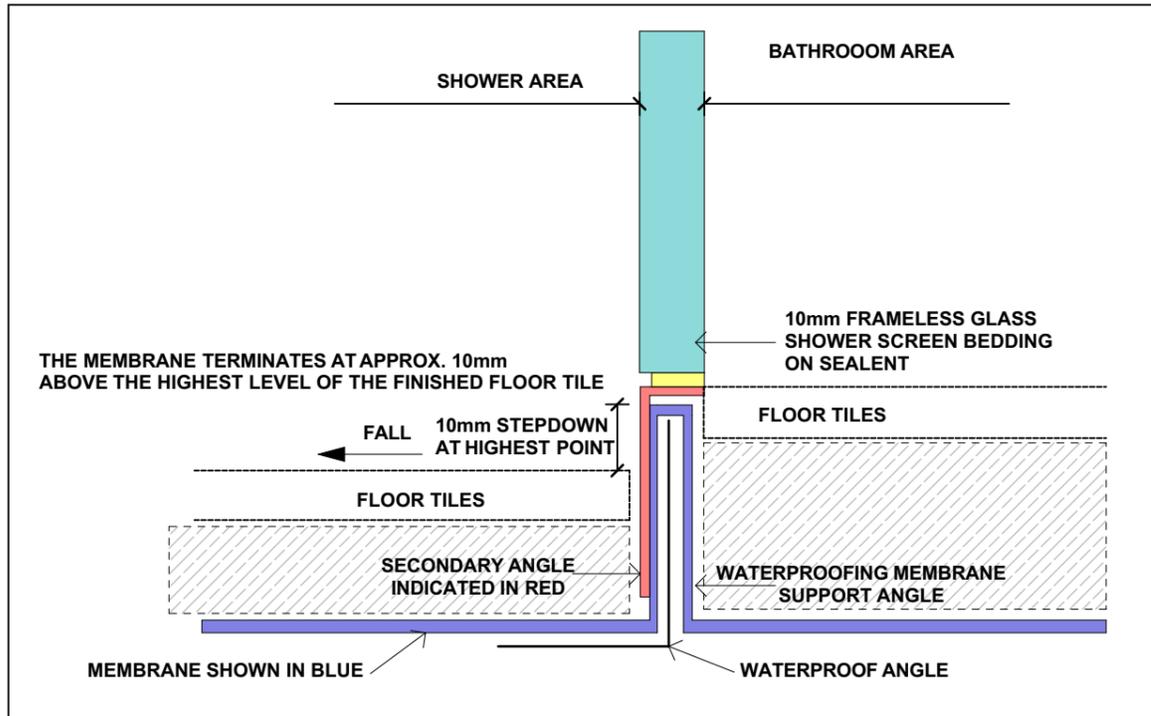
South Coast Certifiers Pty Ltd
 Reference: 24-0125
 Date: 04/03/2025

Nathan Lowe
 Building Surveyor
 BDC2628

**NOTE: FLOOR TILES TO HAVE A 1:80
 FALL TO ALL WET AREAS TO COMPLY
 WITH Plans to confirm waterproofing
 compliance pathway = AS3740-2021**

**BATHROOM/SHOWER ON SAME LEVEL
 FRAMELESS**

**BATHROOM/SHOWER ON SAME LEVEL
 SEMI - FRAMELESS**



WATTLE COURT
 HOMES BUILT FOR LIFE

New Vision Builders Pty Ltd
 New Vision Builders Pty Ltd
 A.B.N. 12 088 350 154 Builders No. 107108C
 217 Argyle Street, Moss Vale NSW 2577
 P: (02) 4868 3233

SIGNATURES	
Builder :	Date :
Client :	Date :
Client :	Date :

Client
 Leanne Flaus & Renee O'Brien
 Location
 Lot 4, DP1270508
 4, Zollner Place, Mittagong
 NSW 2575

FLOOR AREAS:	
LIVING	205.54
GARAGE	38.63
ALFRESCO	14.85
PORCH	6.43
TOTAL	265.45 m²

Product
 Model : DAINTREE 249
 Facade : Hamptons
 Specification : ???
 Master Date : 01-10-23
 Master Rev : A



NCC WET AREA DETAIL	
E UPDATED SLAB/INTERNAL ELEVATIONS	3/03/25
JOB No. NSH019	DATE: 1/11/24
Drawn By : DA	Sheet No. 18/23
Checked By : DA	Revision. E
Scale : as shown @A3	

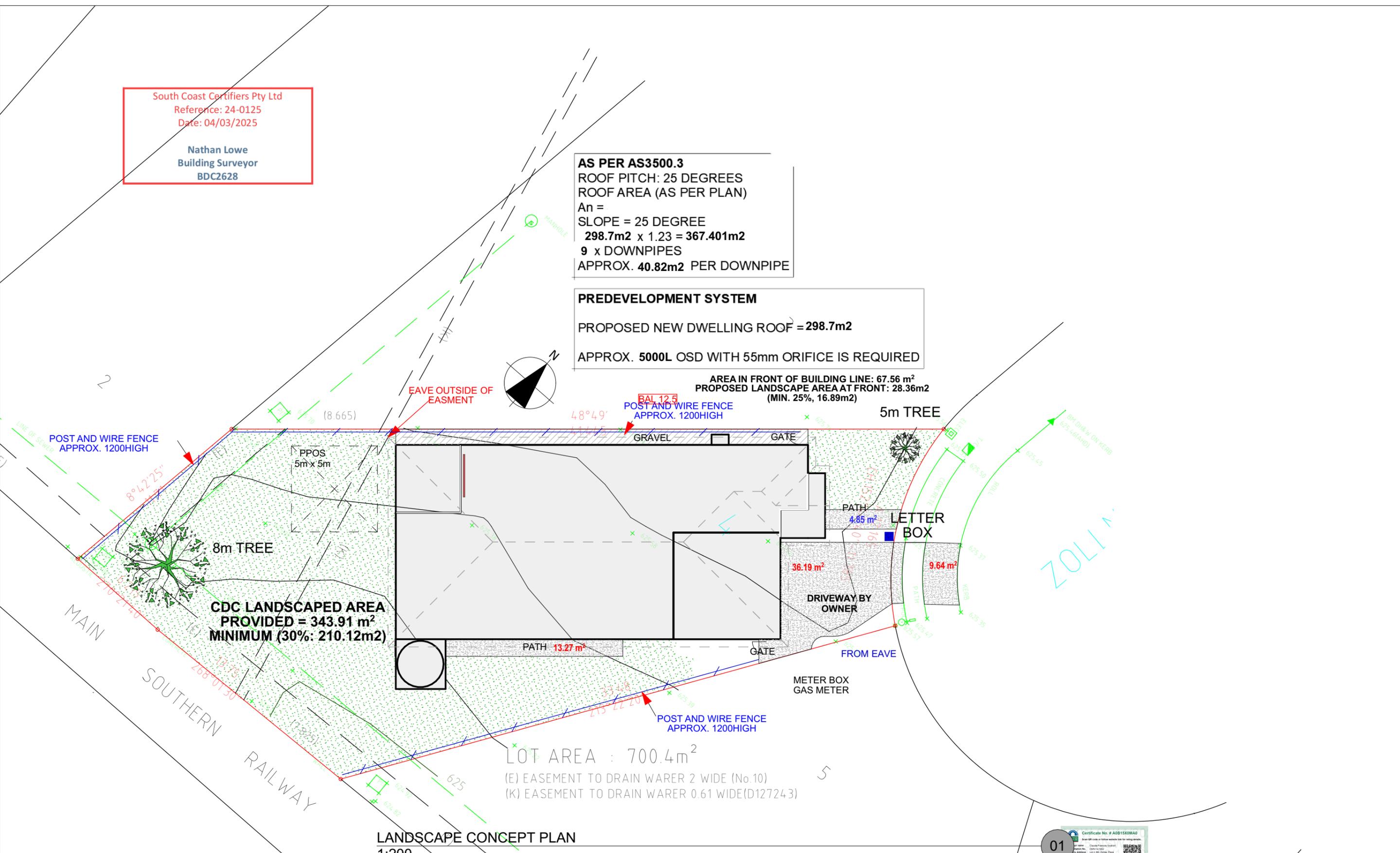
South Coast Certifiers Pty Ltd
Reference: 24-0125
Date: 04/03/2025

Nathan Lowe
Building Surveyor
BDC2628

AS PER AS3500.3
ROOF PITCH: 25 DEGREES
ROOF AREA (AS PER PLAN)
An =
SLOPE = 25 DEGREE
 $298.7m^2 \times 1.23 = 367.401m^2$
9 x DOWNPIPES
APPROX. 40.82m² PER DOWNPIPE

PREDEVELOPMENT SYSTEM
PROPOSED NEW DWELLING ROOF = 298.7m²
APPROX. 5000L OSD WITH 55mm ORIFICE IS REQUIRED

AREA IN FRONT OF BUILDING LINE: 67.56 m²
PROPOSED LANDSCAPE AREA AT FRONT: 28.36m²
(MIN. 25%, 16.89m²)



LANDSCAPE CONCEPT PLAN
1:200



Builders details:		SIGNATURES		Client	FLOOR AREAS:		Product	E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25	
WATTLE COURT HOMES BUILT FOR LIFE	New Vision Builders Pty Ltd New Vision Builders Pty Ltd A.B.N. 12 088 350 154 Builders No. 107108C 217 Argyle Street, Moss Vale NSW 2577 P: (02) 4868 3233	Builder :	Date :	Leanne Flaus & Renee O'Brien	LIVING	205.54	Model :DAINTREE 249	JOB No. NSH019	
		Client :	Date :	Location	GARAGE	38.63	Facade : Hamptons	DATE. 1/11/24	
		Client :	Date :	4, Zollner Place, Mittagong	ALFRESCO	14.85	Specification : ???	Sheet No.	
				NSW 2575	PORCH	6.43	Master Date : 01-10-23	19/23	
						265.45 m ²	Master Rev : A	Revision. E	
								Scale : as shown @A3	

South Coast Certifiers Pty Ltd
 Reference: 24-0125
 Date: 04/03/2025

Nathan Lowe
 Building Surveyor
 BDC2628

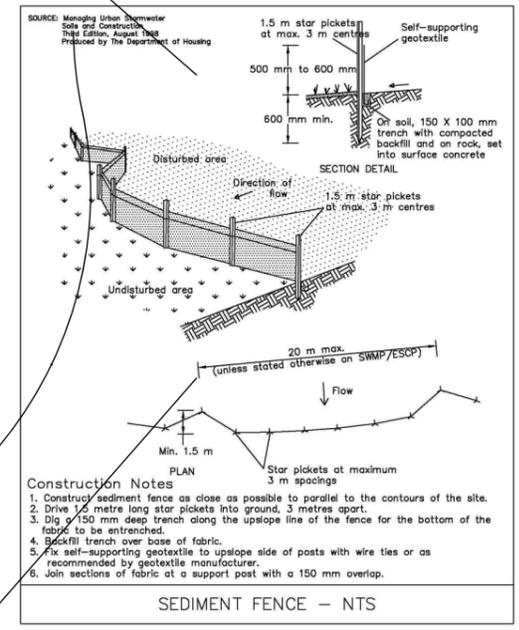
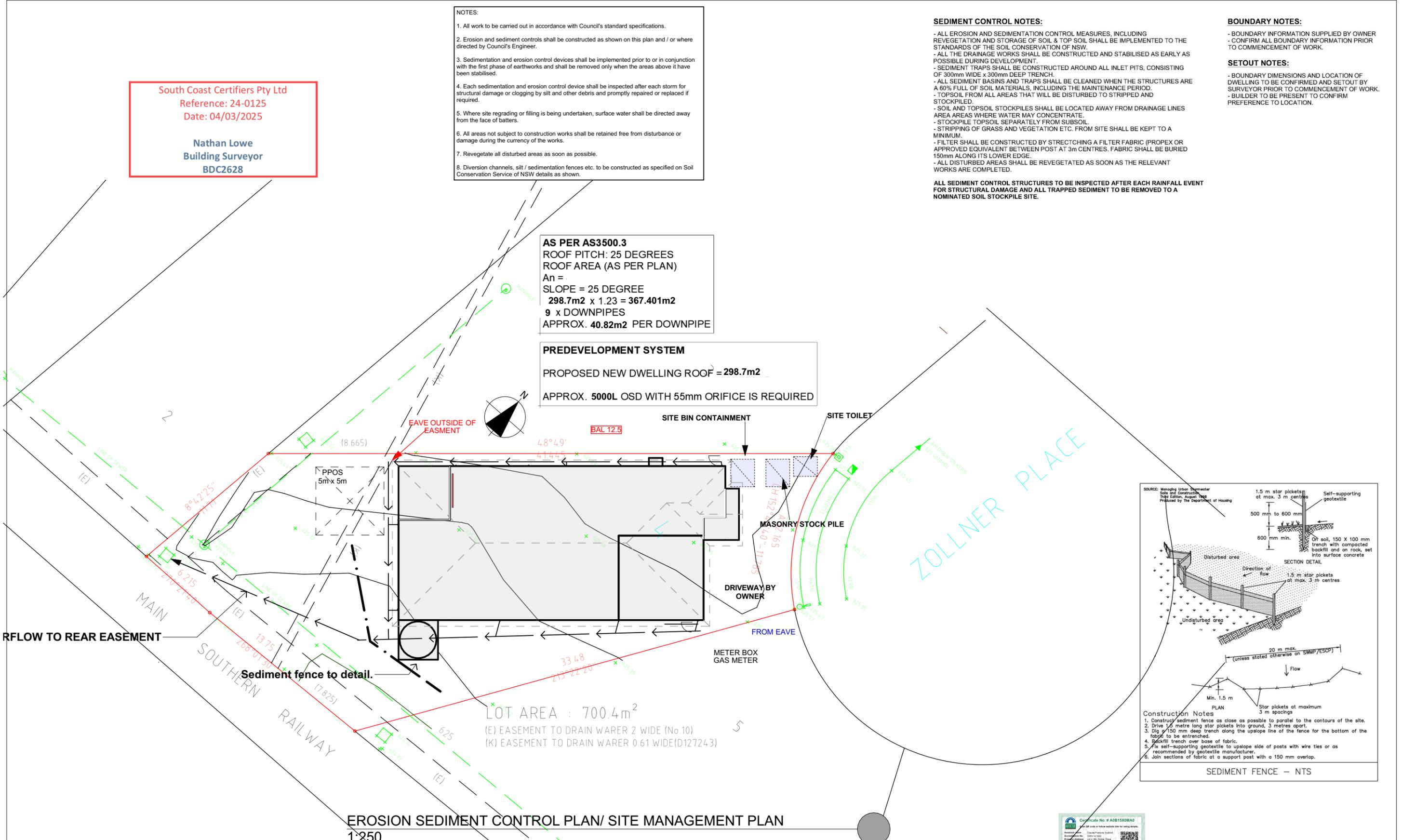
- NOTES:
- All work to be carried out in accordance with Council's standard specifications.
 - Erosion and sediment controls shall be constructed as shown on this plan and / or where directed by Council's Engineer.
 - Sedimentation and erosion control devices shall be implemented prior to or in conjunction with the first phase of earthworks and shall be removed only when the areas above it have been stabilised.
 - Each sedimentation and erosion control device shall be inspected after each storm for structural damage or clogging by silt and other debris and promptly repaired or replaced if required.
 - Where site regrading or filling is being undertaken, surface water shall be directed away from the face of batters.
 - All areas not subject to construction works shall be retained free from disturbance or damage during the currency of the works.
 - Revegetate all disturbed areas as soon as possible.
 - Diversion channels, silt / sedimentation fences etc. to be constructed as specified on Soil Conservation Service of NSW details as shown.

- SEDIMENT CONTROL NOTES:**
- ALL EROSION AND SEDIMENTATION CONTROL MEASURES, INCLUDING REVEGETATION AND STORAGE OF SOIL & TOP SOIL SHALL BE IMPLEMENTED TO THE STANDARDS OF THE SOIL CONSERVATION OF NSW.
 - ALL THE DRAINAGE WORKS SHALL BE CONSTRUCTED AND STABILISED AS EARLY AS POSSIBLE DURING DEVELOPMENT.
 - SEDIMENT TRAPS SHALL BE CONSTRUCTED AROUND ALL INLET PITS, CONSISTING OF 300mm WIDE x 300mm DEEP TRENCH.
 - ALL SEDIMENT BASINS AND TRAPS SHALL BE CLEANED WHEN THE STRUCTURES ARE A 60% FULL OF SOIL MATERIALS, INCLUDING THE MAINTENANCE PERIOD.
 - TOPSOIL FROM ALL AREAS THAT WILL BE DISTURBED TO STRIPPED AND STOCKPILED.
 - SOIL AND TOPSOIL STOCKPILES SHALL BE LOCATED AWAY FROM DRAINAGE LINES AREA AREAS WHERE WATER MAY CONCENTRATE.
 - STOCKPILE TOPSOIL SEPARATELY FROM SUBSOIL.
 - STRIPPING OF GRASS AND VEGETATION ETC. FROM SITE SHALL BE KEPT TO A MINIMUM.
 - FILTER SHALL BE CONSTRUCTED BY STRETCHING A FILTER FABRIC (PROPEX OR APPROVED EQUIVALENT BETWEEN POST AT 3m CENTRES. FABRIC SHALL BE BURIED 150mm ALONG ITS LOWER EDGE.
 - ALL DISTURBED AREAS SHALL BE REVEGETATED AS SOON AS THE RELEVANT WORKS ARE COMPLETED.
- ALL SEDIMENT CONTROL STRUCTURES TO BE INSPECTED AFTER EACH RAINFALL EVENT FOR STRUCTURAL DAMAGE AND ALL TRAPPED SEDIMENT TO BE REMOVED TO A NOMINATED SOIL STOCKPILE SITE.**

- BOUNDARY NOTES:**
- BOUNDARY INFORMATION SUPPLIED BY OWNER
 - CONFIRM ALL BOUNDARY INFORMATION PRIOR TO COMMENCEMENT OF WORK.
- SETOUT NOTES:**
- BOUNDARY DIMENSIONS AND LOCATION OF DWELLING TO BE CONFIRMED AND SETOUT BY SURVEYOR PRIOR TO COMMENCEMENT OF WORK.
 - BUILDER TO BE PRESENT TO CONFIRM PREFERENCE TO LOCATION.

AS PER AS3500.3
 ROOF PITCH: 25 DEGREES
 ROOF AREA (AS PER PLAN)
 An =
 SLOPE = 25 DEGREE
 298.7m² x 1.23 = 367.401m²
 9 x DOWNPIPES
 APPROX. 40.82m² PER DOWNPIPE

PREDEVELOPMENT SYSTEM
 PROPOSED NEW DWELLING ROOF = 298.7m²
 APPROX. 5000L OSD WITH 55mm ORIFICE IS REQUIRED



- Construction Notes**
- Construct sediment fence as close as possible to parallel to the contours of the site.
 - Drive 1.5 metre long star pickets into ground, 3 metres apart.
 - Dig 150 mm deep trench along the upslope line of the fence for the bottom of the fabric to be entrenched.
 - Backfill trench over base of fabric.
 - Fix self-supporting geotextile to upslope side of posts with wire ties or as recommended by geotextile manufacturer.
 - Join sections of fabric at a support post with a 150 mm overlap.

EROSION SEDIMENT CONTROL PLAN/ SITE MANAGEMENT PLAN
 1:250

Builders details:		SIGNATURES		Client	FLOOR AREAS:		Product	E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25	
WATTLE COURT HOMES BUILT FOR LIFE	New Vision Builders Pty Ltd New Vision Builders Pty Ltd A.B.N. 12 088 350 154 Builders No. 107108C 217 Argyle Street, Moss Vale NSW 2577 P: (02) 4868 3233	Builder :	Date :	Leanne Flaus & Renee O'Brien	LIVING	205.54	Model : DAINTREE 249	JOB No. NSH019	
		Client :	Date :	Location	GARAGE	38.63	Facade : Hamptons	DATE. 1/11/24	
		Client :	Date :	4, Zollner Place, Mittagong	ALFRESCO	14.85	Specification : ???	Sheet No.	
				NSW 2575	PORCH	6.43	Master Date : 01-10-23	20/23	
						265.45 m ²	Master Rev : A	Revision. E	
								Scale : as shown @A3	

BASIX Certificate

Building Sustainability Index www.basix.nsw.gov.au

Single Dwelling

South Coast Certifiers Pty Ltd
Reference: 24-0125
Date: 04/03/2025

Certificate number: 1771906S

Nathan Lowe

This certificate confirms that the proposed development will meet the NSW government's requirements for sustainability. It is valid in accordance with the commitments set out below. Terms used in this certificate or in the commitments, have the meaning given by the document entitled "BASIX Definitions" dated 10/09/2020 published by the Department. This document is available at www.basix.nsw.gov.au

Secretary

Date of issue: Wednesday, 06 November 2024

To be valid, this certificate must be submitted with a development application or lodged with a complying development certificate application within 3 months of the date of issue.



Project summary		
Project name	NSH019	
Street address	4 ZOLLNER Place MITTAGONG 2575	
Local Government Area	Wingecarribee Shire Council	
Plan type and plan number	Deposited Plan DP1270508	
Lot no.	4	
Section no.	-	
Project type	dwelling house (detached)	
No. of bedrooms	4	
Project score		
Water	✓ 40	Target 40
Thermal Performance	✓ Pass	Target Pass
Energy	✓ 66	Target 63
Materials	✓ -58	Target n/a

Certificate Prepared by	
Name / Company Name:	Energy Advance
ABN (if applicable):	17609332014

Description of project

Project address	
Project name	NSH019
Street address	4 ZOLLNER Place MITTAGONG 2575
Local Government Area	Wingecarribee Shire Council
Plan type and plan number	Deposited Plan DP1270508
Lot no.	4
Section no.	-
Project type	
Project type	dwelling house (detached)
No. of bedrooms	4
Site details	
Site area (m ²)	700
Roof area (m ²)	299
Conditioned floor area (m ²)	167.7
Unconditioned floor area (m ²)	15.5
Total area of garden and lawn (m ²)	348
Roof area of the existing dwelling (m ²)	0

Assessor details and thermal loads		
Assessor number	DMN/14/1662	
Certificate number	A0B15X0MA0	
Climate zone	24	
Area adjusted cooling load (MJ/m ² .year)	3	
Area adjusted heating load (MJ/m ² .year)	117	
Project score		
Water	✓ 40	Target 40
Thermal Performance	✓ Pass	Target Pass
Energy	✓ 66	Target 63
Materials	✓ -58	Target n/a

Schedule of BASIX commitments

The commitments set out below regulate how the proposed development is to be carried out. It is a condition of any development consent granted, or complying development certificate issued, for the proposed development, that BASIX commitments be complied with.

Water Commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Fixtures			
The applicant must install showerheads with a minimum rating of 4 star (> 6 but <= 7.5 L/min plus spray force and/or coverage tests) in all showers in the development.		✓	✓
The applicant must install a toilet flushing system with a minimum rating of 4 star in each toilet in the development.		✓	✓
The applicant must install taps with a minimum rating of 4 star in the kitchen in the development.		✓	
The applicant must install basin taps with a minimum rating of 5 star in each bathroom in the development.		✓	
Alternative water			
Rainwater tank			
The applicant must install a rainwater tank of at least 5000 litres on the site. This rainwater tank must meet, and be installed in accordance with, the requirements of all applicable regulatory authorities.	✓	✓	✓
The applicant must configure the rainwater tank to collect rain runoff from at least 60 square metres of the roof area of the development (excluding the area of the roof which drains to any stormwater tank or private dam).		✓	✓
The applicant must connect the rainwater tank to:			
• all toilets in the development		✓	✓
• the cold water tap that supplies each clothes washer in the development		✓	✓
• at least one outdoor tap in the development (Note: NSW Health does not recommend that rainwater be used for human consumption in areas with potable water supply.)		✓	✓

Thermal Performance and Materials commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Simulation Method			
Assessor details and thermal loads			
The applicant must attach the certificate referred to under "Assessor Details" on the front page of this BASIX certificate (the "Assessor Certificate") to the development application and construction certificate application for the proposed development (or, if the applicant is applying for a complying development certificate for the proposed development, to that application). The applicant must also attach the Assessor Certificate to the application for an occupation certificate for the proposed development.			
The Assessor Certificate must have been issued by an Accredited Assessor in accordance with the Thermal Comfort Protocol.			
The details of the proposed development on the Assessor Certificate must be consistent with the details shown in this BASIX certificate, including the Cooling and Heating loads shown on the front page of this certificate and the "Construction" and "Glazing" tables below.			
The applicant must show on the plans accompanying the development application for the proposed development, all matters which the Assessor Certificate requires to be shown on those plans. Those plans must bear a stamp of endorsement from the Accredited Assessor to certify that this is the case. The applicant must show on the plans accompanying the application for a construction certificate (or complying development certificate, if applicable), all thermal performance specifications set out in the Assessor Certificate, and all aspects of the proposed development which were used to calculate those specifications.	✓	✓	✓
The applicant must construct the development in accordance with all thermal performance specifications set out in the Assessor Certificate, and in accordance with those aspects of the development application or application for a complying development certificate which were used to calculate those specifications.		✓	✓
The applicant must show on the plans accompanying the development application for the proposed development, the locations of ceiling fans set out in the Assessor Certificate. The applicant must show on the plans accompanying the application for a construction certificate (or complying development certificate, if applicable), the locations of ceiling fans set out in the Assessor Certificate.	✓	✓	✓



Builders details:	SIGNATURES	Client	FLOOR AREAS:	Product	E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25
	Builder : _____	Leanne Flaus & Renee O'Brien	LIVING 205.54	Model : DAINTREE 249	JOB No. NSH019
	Client : _____	Location	GARAGE 38.63	Facade : Hamptons	DATE: 1/11/24
	Client : _____	4, Zollner Place, Mittagong	ALFRESCO 14.85	Specification : ???	Sheet No. 21/23
New Vision Builders Pty Ltd New Vision Builders Pty Ltd A.B.N. 12 088 350 154 Builders No. 107108C 217 Argyle Street, Moss Vale NSW 2577 P: (02) 4868 3233	Date : _____	4, Zollner Place, Mittagong	PORCH 6.43	Master Date : 01-10-23	Checked By : DA
	Date : _____	NSW 2575	265.45 m²	Master Rev : A	Scale : as shown @A3
					Revision. E

Thermal Performance and Materials commitments		Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Construction				
The applicant must construct the floors, walls, roofs, ceilings and glazing of the dwelling in accordance with the specifications listed in the tables below.		✓	✓	✓
The applicant must show through receipts that the materials purchased for construction are consistent with the specifications listed in the tables below.				✓

Construction	Area - m ²	Insulation
floor - concrete slab on ground, waffle pod slab	183.3	none
garage floor - concrete slab on ground, waffle pod slab	35.7	none
external wall: brick veneer, frame: timber - H2 treated softwood.	132.60	fibreglass batts or roll
external wall: framed (solid or reconstituted timber weatherboard); frame: timber - H2 treated softwood.	9.61	fibreglass batts or roll
external garage wall: brick veneer; frame: timber - H2 treated softwood.	15.9	none
external garage wall: cavity brick; frame: no frame.	15.7	none
internal wall: plasterboard; frame: timber - H2 treated softwood.	120.9	none
internal wall: plasterboard; frame: timber - H2 treated softwood.	72.9	fibreglass batts or roll
ceiling and roof - flat ceiling / pitched roof, framed - metal roof, timber - H2 treated softwood.	298.7	ceiling: fibreglass batts or roll; roof: foil backed blanket.

Thermal Performance and Materials commitments		Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Glazing				
The applicant must install windows, glazed doors and skylights as described in the table below, in accordance with the specifications listed in the table.		✓	✓	✓

Frames	Maximum area - m2
aluminium	27.3
timber	0
uPVC	0
steel	0
composite	0

Glazing	Maximum area - m2
single	0
double	27.3
triple	0

Energy Commitments		Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Other				
The applicant must install a gas cooktop & electric oven in the kitchen of the dwelling.			✓	
The applicant must install a fixed outdoor clothes drying line as part of the development.			✓	
The applicant must install a fixed indoor or sheltered clothes drying line as part of the development.			✓	

Energy Commitments		Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Hot water				
The applicant must install the following hot water system in the development, or a system with a higher energy rating: gas instantaneous with a performance of 6 stars.		✓	✓	✓
Cooling system				
The applicant must install the following cooling system, or a system with a higher energy rating, in at least 1 living area: 1-phase airconditioning - ducted; Energy rating: 5 Star (old label)			✓	✓
The applicant must install the following cooling system, or a system with a higher energy rating, in at least 1 bedroom: 1-phase airconditioning - ducted; Energy rating: 5 Star (old label)			✓	✓
Heating system				
The applicant must install the following heating system, or a system with a higher energy rating, in at least 1 living area: 1-phase airconditioning - ducted; Energy rating: 5 Star (old label)			✓	✓
The applicant must install the following heating system, or a system with a higher energy rating, in at least 1 bedroom: 1-phase airconditioning - ducted; Energy rating: 5 Star (old label)			✓	✓
Ventilation				
The applicant must install the following exhaust systems in the development:				
At least 1 Bathroom: individual fan, ducted to façade or roof; Operation control: please select			✓	✓
Kitchen: individual fan, ducted to façade or roof; Operation control: manual switch on/off			✓	✓
Laundry: individual fan, ducted to façade or roof; Operation control: interlocked to light			✓	✓
Artificial lighting				
The applicant must ensure that a minimum of 80% of light fixtures are fitted with fluorescent, compact fluorescent, or light-emitting-diode (LED) lamps.			✓	✓
Natural lighting				
The applicant must install a window and/or skylight in 2 bathroom(s)/toilet(s) in the development for natural lighting.		✓	✓	✓

Legend	
In these commitments, "applicant" means the person carrying out the development.	
Commitments identified with a ✓ in the "Show on DA plans" column must be shown on the plans accompanying the development application for the proposed development (if a development application is to be lodged for the proposed development).	
Commitments identified with a ✓ in the "Show on CC/CDC plans and specs" column must be shown in the plans and specifications accompanying the application for a construction certificate / complying development certificate for the proposed development.	
Commitments identified with a ✓ in the "Certifier check" column must be certified by a certifying authority as having been fulfilled, before a final occupation certificate (either interim or final) for the development may be issued.	



Builders details: 		SIGNATURES Builder : _____ Date : _____ Client : _____ Date : _____ Client : _____ Date : _____		Client Leanne Flaus & Renee O'Brien Location Lot 4, DP1270508 4, Zollner Place, Mittagong NSW 2575		FLOOR AREAS: LIVING 205.54 GARAGE 38.63 ALFRESCO 14.85 PORCH 6.43 265.45 m²		Product Model : DAINTREE 249 Facade : Hamptons Specification : ??? Master Date : 01-10-23 Master Rev : A		BASIX CERTIFICATE 1/2 E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25 JOB No. NSH019 DATE. 1/11/24 Drawn By : DA Sheet No. 22/23 Checked By : DA Revision. E	
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South Coast Certifiers Pty Ltd
Reference: 24-0125
Date: 04/03/2025

Summary of BASIX Commitments for NHS019	
BDC2628	Commitment
Water	
Total area of garden and lawn (m2)	348.26
Area of indigenous planting within total garden (m2) required	0
Rainwater tank capacity (litres)	5000
Area of roof connected to tank (m2)	60
Connected to all toilets in the development?	Yes
Connected to at least one outdoor tap?	Yes
Connected to washing machine?	Yes
Rating of all showerheads installed	4 Star (> 6 but <= 7.5 L/min)
Rating of all toilet cisterns installed	4 Star
Rating of bathroom tap fittings	4 Star
Rating of kitchen tap fittings	5 Star
Thermal Performance	
Refer to Universal Certificate	
Energy	
Active cooling to living areas	1-Phase AC (5 Stars)
Active cooling to bedroom areas	1-Phase AC (5 Stars)
Active heating to living areas	1-Phase AC (5 Stars)
Active heating to bedroom areas	1-Phase AC (5 Stars)
Hot water system	Gas Instantaneous
Low energy lighting (If required refer to BASIX certificate)	No
Bathroom ventilation	Ducted (interlocked to light)
Kitchen ventilation	Ducted (manual switch on/off)
Laundry ventilation	Ducted (interlocked to light)
Cooktop and oven	Gas Cooktop / Electric Oven
Outdoor Clothesline	Yes
Indoor or Sheltered Clothesline	Yes
Well Ventilated Fridge Space	No

Nationwide House Energy Rating Scheme® NatHERS® Certificate No. A0B15X0MA0

Thermal performance
star rating

Generated on 6 Nov 2024 using FirstRate5: 5.5.5a (3.22)

Property

Address Lot 4 (#4) Zollner Place MITTAGONG,
2575, NSW, 2575
Lot/DP 4/1270508
NCC Class* Class 1a
Floor/all Floors
Type New Home

Plans

Main plan NSH019
Prepared by Wattle Court

Construction and environment

Assessed floor area [m²]*
Conditioned* 167.7
Unconditioned* 51.2
Total 218.9
Garage 35.7
Exposure type suburban
NatHERS climate zone 24 Canberra Airport



Accredited assessor

Name Claude-Francois Sookloll
Business name Energy Advance
Email energy@energyadvance.com.au
Phone 1300 850 228
Accreditation No. DMN/14/1662
Assessor Accrediting Organisation Design Matters National
Declaration of interest No

NCC Requirements

NCC provisions Volume 2
State/Territory variation Yes

National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J3D3 and J3D15 of NCC Volume One.

NCC 2022 includes enhanced thermal performance requirements for houses and apartments. It also includes a new whole-of-home annual energy use budget which applies to the major equipment in the home.

The NCC, and associated ABCB Standards and support material, can be accessed at www.abcb.gov.au.

Note, variations and additions to the NCC energy efficiency requirements may apply in some states and territories.



**NATIONWIDE
HOUSE**
ENERGY RATING SCHEME®

119.5 MJ/m²

Predicted annual energy load for heating and cooling based on standard occupancy assumptions.

For more information on your dwelling's rating see:
www.nathers.gov.au

Thermal performance [MJ/m²]

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	116.5	3
Load limits	N/A	N/A

Features determining load limits

Floor type	N/A
(lowest conditioned area)	
NCC climate zone 1 or 2	N/A
Outdoor living area	N/A
Outdoor living area ceiling fan	N/A

Whole of Home performance rating

No Whole of Home performance rating generated for this certificate

Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=A0B15X0MA0>
When using either link, ensure you are visiting www.fr5.com.au.



*Refer to glossary.

Generated on 6 Nov 2024 using FirstRate5: 5.5.5a (3.22) for 4/1270508, Lot 4 (#4) Zollner Place MITTAGONG, 2575, NSW, 2575

Page 1 of 13



Builders details:		SIGNATURES		Client		FLOOR AREAS:		Product		BASIX CERTIFICATE 1/2	
WATTLE COURT HOMES BUILT FOR LIFE	New Vision Builders Pty Ltd New Vision Builders Pty Ltd A.B.N. 12 088 350 154 Builders No. 107108C 217 Argyle Street, Moss Vale NSW 2577 P: (02) 4868 3233	Builder :	_____	Date :	_____	Leanne Flaus & Renee O'Brien	LIVING 205.54	Model : DAINTREE 249	E UPDATED SLAB/INTERNAL ELEVATIONS 3/03/25		
		Client :	_____	Date :	_____	Location Lot 4, DP1270508	GARAGE 38.63	Facade : Hamptons	JOB No. NSH019	DATE. 1/11/24	
		Client :	_____	Date :	_____	4, Zollner Place, Mittagong NSW 2575	ALFRESCO 14.85 PORCH 6.43 265.45 m²	Specification : ???	Drawn By : DA	Sheet No. 23/23	
								Master Date : 01-10-23	Checked By : DA		Revision. E
								Master Rev : A	Scale : as shown @A3		



Professional Consulting

Date: September, 22nd 2025.

To Whom It May Concern

Greenough Plumbing Services P/L has installed the Basix pipework from the water tank to the WC's, laundry washing machine cock and 1 garden tap at 4 Zollner Place Mittagong NSW 2575 in accordance with Basix certificate number 1771906S.

Kind regards,

A handwritten signature in black ink, appearing to read "Andrew Greenough".

Andrew Greenough
Director
Greenough Plumbing Service P/L

WATTLE COURT

HOMES BUILT FOR LIFE

29 September 2025

Compliance and installation certificate

Re: 4 Zollner Place, Mittagong NSW 2577

To whom it may concern,

Wattle Court Southern Highlands certifies all requirements as stated below have been met and installed to the single storey residence at the above mentioned address.

Brick ties - We confirm the veneer ties have been installed in accordance with the provisions of AS 4773.

Fall in floor finishes - We confirm that the finished falls in wet areas comply with clause 2.3 of AS3740 – 2021 OR NCC 10.2.12.

Roof materials - We confirm the roof materials have been installed in accordance with AS1562.1-2018 and/or NCC Part 7.2.

Truss screws - We confirm that the truss screws have been installed in accordance with the manufacturer's specifications.

Mechanical ventilation - We confirm the installation complies with AS1668-2012. Exhaust fans must detail compliance with NCC Part 10.8.2; Mechanical ventilation compliance with NCC Part 10.6.2.

Ventilation of roof space - We confirm compliance with NCC Part 10.8.3.

If any further information is required do not hesitate to contact our office.

Regards,



[Rhys O'Brien \(Sep 29, 2025 10:55:04 GMT+10\)](#)

Rhys O'Brien

Operations Manager

Compliance certificate - Flaus - OBrien

Final Audit Report

2025-09-29

Created:	2025-09-29
By:	Nicole McCarthy (nicole.mccarthy@wattlecourt.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeCm3hBGTVo6BGNa_sjCtpidq3d2KKI8J

"Compliance certificate - Flaus - OBrien" History

-  Document created by Nicole McCarthy (nicole.mccarthy@wattlecourt.com.au)
2025-09-29 - 00:48:48 GMT
-  Document emailed to Rhys O'Brien (rhys.obrien@wattlecourt.com.au) for signature
2025-09-29 - 00:52:47 GMT
-  Email viewed by Rhys O'Brien (rhys.obrien@wattlecourt.com.au)
2025-09-29 - 00:54:48 GMT
-  Document e-signed by Rhys O'Brien (rhys.obrien@wattlecourt.com.au)
Signature Date: 2025-09-29 - 00:55:04 GMT - Time Source: server
-  Agreement completed.
2025-09-29 - 00:55:04 GMT

WATTLE COURT

HOMES BUILT FOR LIFE

26 August 2025

Basix Compliance Certificate

Re: 4 Zolloner Place, Mittagong NSW 2575

To whom it may concern,

Wattle Court Southern Highlands certifies all requirements stated in the Basix certificate number 1771906S have been met and installed to the above home.

Water commitments

- All showerheads have a 4 star rating.
- The toilets in the house have a 4 star rating.
- The kitchen tap has a 4 star rating.
- All basin taps have a 5 star rating.

Alternative water

- A 5,000 litre rainwater tank has been installed on site.
- The rainwater tank collects rain runoff from at least 60 square metres of the roof area of the development (excluding the area of the roof which drains to any stormwater tank or private dam).
- The cold water tap that supplies all toilets, the washing machine and one outdoor tap has been connected to the rainwater tank.

Thermal performance and materials commitments

- External wall: brick veneer; frame: timber - H2 treated softwood, fibreglass batts or roll, foil/sarking have been installed with fibreglass batts or roll
- External wall: framed (solid or reconstituted timber weatherboard); frame: timber - H2 treated softwood.
- External garage wall: brick veneer; frame: timber - H2 treated softwood.
- External garage wall: cavity brick; frame: no frame.
- Internal wall: plasterboard; frame: timber - H2 treated softwood.
- Internal wall: plasterboard; frame: timber - H2 treated softwood with fibreglass batts or roll

WATTLE COURT

HOMES BUILT FOR LIFE

- Ceiling and roof - flat ceiling / pitched roof, framed - metal roof, timber - H2 treated softwood has been installed with ceiling: fibreglass batts or roll; roof: foil backed blanket.
- Glazing - Aluminium frames with double glazing have been installed at the house.

Energy commitments

- The hot water system is a gas instantaneous with a performance of 6 stars.
- The reverse cycle air conditioning system to the whole house has a cooling energy rating of 5 star and a heating energy rating of 5 star.
- The ventilation to the bathrooms, kitchen and laundry is ducted out to the eaves with an airflow rate of 180m³/h to comply with the ABCB housing provisions standard 2022 per NCC volume 2 2019.
- The lightfittings are at least 80% LED lamps.
- Windows have been installed in the bathrooms for natural lighting.

If any further information is required do not hesitate to contact our office.

Regards,



[Rhys O'Brien \(Aug 26, 2025 11:07:44 GMT+10\)](#)

Rhys O'Brien
Operations Manager
License number 107108C

Basix - Compliance certificate - Flaus-OBrien

Final Audit Report

2025-08-26

Created:	2025-08-26
By:	Nicole McCarthy (nicole.mccarthy@wattlecourt.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAADKC99WyarthdzfjKhGuT_839oAc4aAdW

"Basix - Compliance certificate - Flaus-OBrien" History

-  Document created by Nicole McCarthy (nicole.mccarthy@wattlecourt.com.au)
2025-08-26 - 01:06:09 GMT
-  Document emailed to Rhys O'Brien (rhys.obrien@wattlecourt.com.au) for signature
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-  Agreement completed.
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