

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Fuse Property; Attention: Kellie O'Connor; PO Box 7079 Karabar NSW 2620 kellie@fuseproperty.com.au ; ph: 0499 350 757	
co-agent vendor	Leanne Jean McCormack & Matthew James Hoey 6 Lundie Street, Bungendore NSW 2621	
vendor's solicitor	Brian Curtis Solicitors; PO Box 2276 Tuggeranong ACT 2901; bcsolicitor@outlook.com Ph: 0419 259 177; Fx: 02 9475 5080	
date for completion	30th day after the contract date (clause 15)	
land (address, plan details and title reference)	6 Lundie Street BUNGENDORE NSW 2621 Registered Plan: Lot 1206 Plan DP 1103174 Folio Identifier 1206/1103174	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: 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"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <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)
buyer's agent		

vendor

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

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated **Electronic Lodgment Network (ELN)** (clause 30): _____

Electronic transaction (clause 30) no YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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 a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further 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 email address:

Supplier's 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

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document to be lodged with a relevant plan
- 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- 7 additional information included in that certificate under section 10.7(5)
- 8 sewerage infrastructure location diagram (service location diagram)
- 9 sewer lines location diagram (sewerage service diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 *planning agreement*
- 12 section 88G certificate (positive covenant)
- 13 survey report
- 14 building information certificate or building certificate given under *legislation*
- 15 lease (with every relevant memorandum or variation)
- 16 other document relevant to tenancies
- 17 licence benefiting the land
- 18 old system document
- 19 Crown purchase statement of account
- 20 building management statement
- 21 form of requisitions
- 22 *clearance certificate*
- 23 land tax certificate

Home Building Act 1989

- 24 insurance certificate
- 25 brochure or warning
- 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- 27 certificate of compliance
- 28 evidence of registration
- 29 relevant occupation certificate
- 30 certificate of non-compliance
- 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- 32 property certificate for strata common property
- 33 plan creating strata common property
- 34 strata by-laws
- 35 strata development contract or statement
- 36 strata management statement
- 37 strata renewal proposal
- 38 strata renewal plan
- 39 leasehold strata - lease of lot and common property
- 40 property certificate for neighbourhood property
- 41 plan creating neighbourhood property
- 42 neighbourhood development contract
- 43 neighbourhood management statement
- 44 property certificate for precinct property
- 45 plan creating precinct property
- 46 precinct development contract
- 47 precinct management statement
- 48 property certificate for community property
- 49 plan creating community property
- 50 community development contract
- 51 community management statement
- 52 document disclosing a change of by-laws
- 53 document disclosing a change in a development or management contract or statement
- 54 document disclosing a change in boundaries
- 55 information certificate under Strata Schemes Management Act 2015
- 56 information certificate under Community Land Management Act 1989
- 57 disclosure statement - off the plan contract
- 58 other document relevant to off the plan contract

Other

- 59

HOLDER OF STRATA OR COMMUNITY TITLE 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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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, Industry and Environment Department of Primary Industries Electricity and gas Land & 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 issue 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 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.
- 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 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.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

16.5 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.

16.6 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

16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –

16.7.1 the price less any:

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 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

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 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.

16.13 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.

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 4.3);
- 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.

- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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>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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <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>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <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> . |

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

6 Lundie Street BUNGENDORE NSW 2621

SPECIAL CONDITIONS

33. A . Settlement

Settlement will take place at the Settlement Rooms, 1st Floor, Law Society Building, 1 Farrell Place, Canberra City, ACT 2601, or such other place as advised by the Vendors Solicitor.

33. B . Condition of Property

The Purchaser accepts the property subject to all defects latent and patent and will make no objection, requisition or claim in respect thereof and furthermore the Purchaser, whether or not he shall have inspected the property prior to the sale, shall be deemed to purchase and shall purchase the same with full notice of the condition and state of repair thereof in all respects and no objection, requisition or claim for compensation shall be made by the Purchaser in respects of the condition and state of repair of the property.

34. Estate Agent and Commission

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent (or person entitled to a claim a commission) other than the Vendor's agent named in this Contract. The purchaser indemnifies the Vendor of any claim for commission which might be made by any agent resulting in an introduction forming a breach of such warranty, and also all the actions, proceedings, expenses and legal costs and disbursements (on a Solicitor and client basis) in respect of any such claim. It is agreed that this indemnity shall be a continuing indemnity not merging on completion.

35. Particulars of Title

The Purchaser acknowledges that the particulars of title disclosed in this agreement are sufficient to enable the Purchaser to prepare the memorandum of transfer and the vendor's statement of the title shall be deemed to have delivered on the date of this agreement.

36. Purchasers Warranty

The Purchaser acknowledges that in entering into this Contract he/she does not rely on any letter, document, correspondence, representation, specification, promise or arrangement of any kind whether oral or in writing, by whomsoever made as adding to or amending the terms, condition, warranties and arrangements contained in this Contract and both parties acknowledge that the agreements, provisions, terms and conditions contained in this contract comprise the whole of the bargain between the parties who hereby expressly agree

and declare that no further or other agreements, provisions, terms or conditions exist or apply.

37. Registration

The Purchaser shall not be entitled to require the Vendor prior to completion to register or obtain a discharge or the lodgement of a withdrawal of any caveat or writ or like notification affecting the property or the title of the Vendor to the property, or any state or interest therein, but will accept on completion a properly executed discharge together with the appropriate registration fees therefore.

38. Death, mental illness, liquidations, etc.

Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one either 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 administration, liquidation or have appointed to it any capacity a Registered Liquidator) then the other party may rescind this Contract by notice in writing forwarded to the other party and thereupon this Contract will be at an end and the provisions of Clause 19 will apply.

39. Notice to Complete

39.1 A notice to complete served by either party can require completion to be effected by a time and on a date which date is **FOURTEEN (14)** days or more (as specified in the notice) after the date of service of the notice. The parties agree that such notice is sufficient at law and in equity to make time of the essence in respect of the time (both the date and the hour of the day) specified in the notice.

39.2 The parties further agree that a period of at least **FOURTEEN (14)** days from (but excluding) the date of service of the notice to (and including) the date for completion specified in the notice will be a sufficient and reasonable period as aforesaid even though that period includes (but does not expire on) any days which are not business days.

39.3 Either party can at any time withdraw his notice to complete without prejudice to his/her continuing right to give any further such notice.

40. Reduced Deposit

Although a full 10% deposit is payable by the Purchaser, the Vendor may agree to allow the Purchaser to exchange the Contract on the basis that only part of the deposit is paid at the time of exchange being 5%. The balance of the deposit must be paid by the Purchaser to the

deposit holder as soon as possible so that the full price will be paid on completion. The full deposit of 10% of the price will be forfeited in the event that the Purchaser fails to complete in accordance with the terms hereof.

41. Deposit Bond

41.1 In this contract the word "Bond" means deposit bond issued to the Vendor at the request of the Purchaser and by insurance company ("the guarantor").

41.2 Subject to paragraphs (41.3) and (41.4) below, the delivery of the Bond, when the deposit is payable under this contract, to the deposit holder, will to extent of the amount guaranteed under the Bond, be deemed to be payment of the deposit in accordance with this Contract.

41.3 On completion of this Contract or whenever this contract provides for the deposit to be accounted to the Vendor, the Purchaser will pay to the Vendor, in addition to all other amounts payable under this Contract, the amount of bond. If the Vendor serves on the Purchaser a notice terminating this contract then to extent that the amount has not already been paid by the guarantor under the Bond, the Purchaser will immediately pay the deposit (or the balance of it) to the deposit holder.

41.4 The Vendor acknowledges that the payment by the guarantor under the Bond will, to the extent of the amount paid, satisfy the Purchaser's obligation to pay the deposit referred to above.

41.5 It is an essential provision of this Contract that the Purchaser must not let the Bond expire before completion without replacing it by a cash deposit. The Vendor may in his absolute discretion accept a new Bond instead of a cash deposit. The Vendor may serve the Purchaser with a notice (not more than three weeks before the day the Bond expires) requiring the Purchaser to replace the Bond with a cash deposit or another Bond (acceptable to the Vendor) or to obtain an extension of the Bond. If the Purchaser does not within seven days after service of that notice provide the Vendor with satisfactory evidence of the payment of a cash deposit, a new bond or extension of the Bond, the Purchaser will be in default of an essential provision of this Contract entitling the Vendor to terminate it and forfeit the deposit.

42. Release of Deposit

Notwithstanding any provision contained to the contrary the Purchaser agrees to release the whole or any part of the deposit paid to the Vendor to use as a deposit on any property

being purchased by the Vendor, or for the use by the Vendor as stamp duty on any property being purchased by the Vendor provided that the Vendor does not permit the further release of such deposit without the Purchaser's consent. This clause is sufficient authority to the agent to release the deposit as aforesaid.

43. Interest

If completion is not effected on or before the completion date, due to the sole fault of the Purchaser, then, without prejudice to any other remedy of the Vendor and in addition to all other amounts payable by the Purchaser to the Vendor under this contract, the Purchaser must pay to the Vendor on completion interest on the whole of the purchase price at the rate of TEN (10) per cent per annum. The interest accrues from day to day from (but excluding) the completion date until (and including) the date of actual completion.

In addition to the interest payable on completion under this clause, the Purchaser must pay the sum of \$330.00 (inclusive of GST) to be applied towards the additional legal costs and disbursements incurred by the Vendor with respect to the service of a Notice to Complete.

It is an essential term of this contract that such interest is paid to the Vendor on completion.

44. If the Purchaser fails to effect settlement after the appropriate arrangements have been made, the sum of \$55.00 (inclusive of GST) for each instance is payable by the Purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

45. Adjustments

Each party agrees that if on completion any adjustment made (or allowed to be made) under this contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause shall not merge upon completion.

46. Keys

Upon completion the Vendor will provide the Purchaser with such keys as are necessary for the Purchaser to enter the improvements and all remaining keys to the improvements which are in the Vendor's possession. The Purchaser will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the improvements.

47. If there is any conflict between these additional special conditions and the printed form of the Contract then the additional special conditions prevail.



**LAND
REGISTRY
SERVICES**

Order number: 60938432
Your Reference: McCormack
11/02/20 19:43



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1206/1103174

SEARCH DATE	TIME	EDITION NO	DATE
11/2/2020	7:43 PM	6	1/11/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 1206 IN DEPOSITED PLAN 1103174
AT BUNGENDORE
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
PARISH OF CURRANDOOLY COUNTY OF MURRAY
TITLE DIAGRAM DP1103174

FIRST SCHEDULE

LEANNE JEAN MCCORMACK
MATTHEW JAMES HOEY
AS JOINT TENANTS (T AM849085)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP855517 RESTRICTION(S) ON THE USE OF LAND
- 3 DP855517 EASEMENT FOR GAS STORAGE AND DISTRIBUTION
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1048816 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (2) IN THE SEC. 88B INSTRUMENT
- 5 DP1048816 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (3) IN THE SEC. 88B INSTRUMENT
- 6 DP1046889 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (1) IN THE SEC. 88B INSTRUMENT
- 7 DP1046889 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (2) IN THE SEC. 88B INSTRUMENT
- 8 DP1068066 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (4) IN THE SEC. 88B INSTRUMENT
- 9 DP1068066 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (5) IN THE SEC. 88B INSTRUMENT
- 10 DP1103174 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S. 88B INSTRUMENT
- 11 DP1103174 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S. 88B INSTRUMENT
- 12 DP1103174 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S. 88B INSTRUMENT
- 13 AM849086 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 11/2/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1206/1103174

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

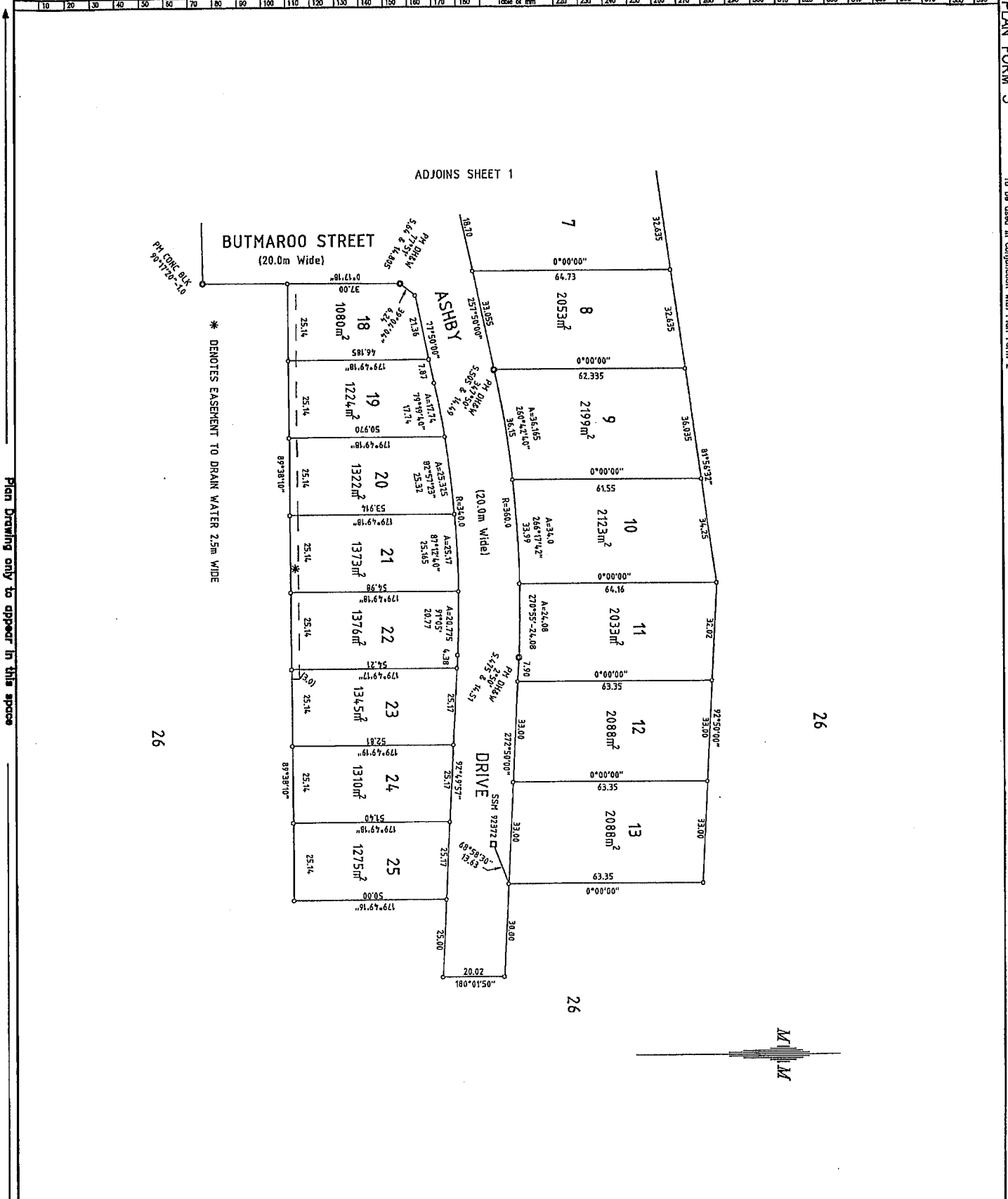
*** END OF SEARCH ***

PRINTED ON 11/2/2020

* 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.

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Plan Drawing only to appear in this space

OFFICE USE ONLY
 DP 855517

Registered 13-12-1995

This is sheet 2 of my plan to 3 sheets dated 30 October 1995

Surveyor registered under Surveyors Act 1929

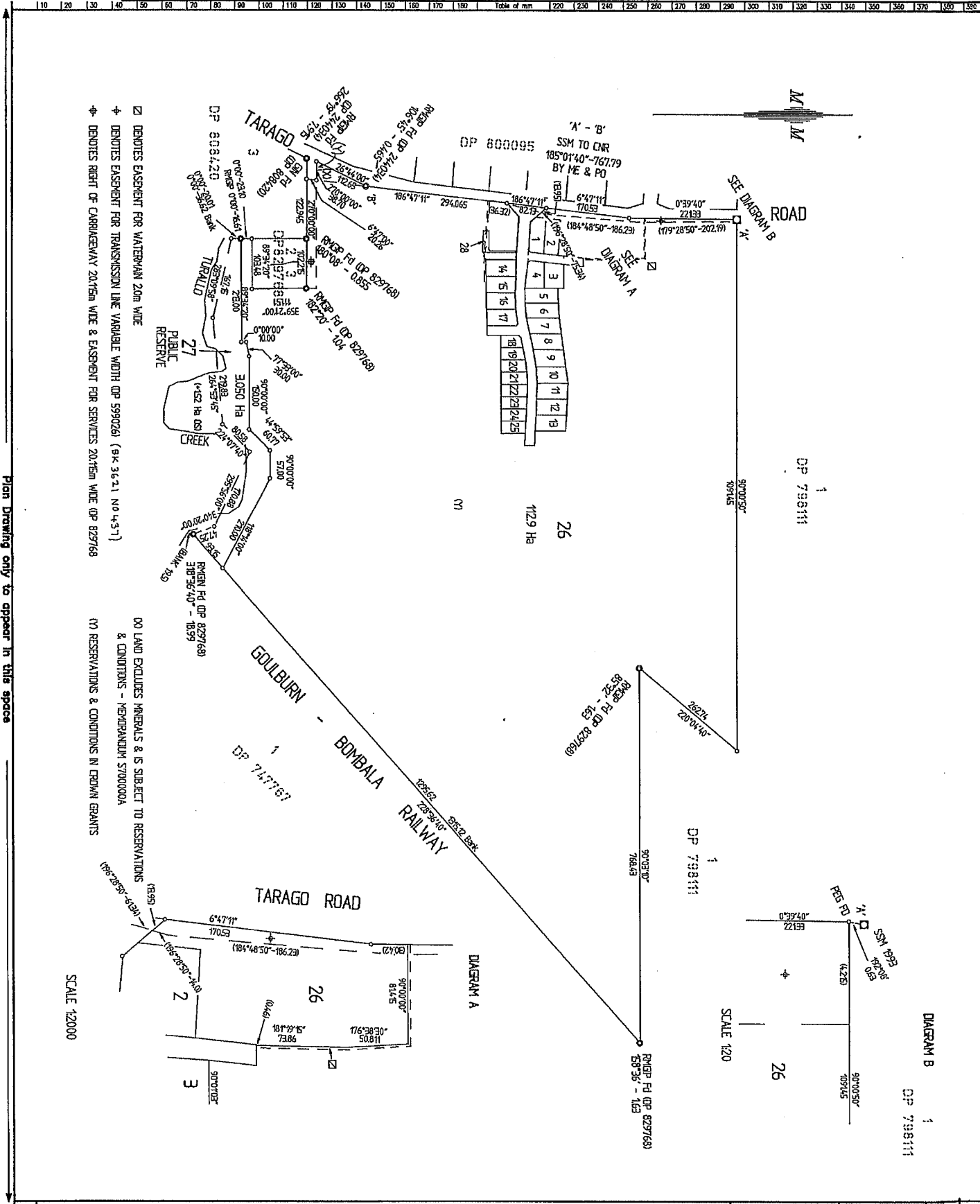
This is sheet 2 of the plan of 3 sheets dated 30 October 1995

[Signature]
 Surveyor / Authorized person

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1:800

SURVEYOR'S REFERENCE 94230F



- ☑ DENOTES EASEMENT FOR WATERMAIN 20m WIDE
- ☑ DENOTES EASEMENT FOR TRANSMISSION LINE VARIABLE WIDTH (DP 599026) (S.K. 36.2.1 NO 4.5.1)
- ☑ DENOTES RIGHT OF CARRIAGEWAY 20.75m WIDE & EASEMENT FOR SERVICES 20.75m WIDE (DP 829768)

- (X) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - MEMORANDUM S7000000A
- (1) RESERVATIONS & CONDITIONS IN EPPM GRANTS

SCALE 1:2000

*OFFICE USE ONLY
 DP 855517

Registered 13-12-1995

This is sheet 3 of my plan in 3 sheets total. Sheet contents 1915

Surveyor registered under Surveyors Act 1928
 This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 536143

[Signature]
 Owner/Manager / Authorized person

For use where space is insufficient in any panel on Plan Form 2

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

**Lengths are in metres
DP 855517**

(Sheet 1 of 24 Sheets)

PART 1

Deposited Plan No: Plan of Subdivision of Lot 1 in DP829768

Full name and address of proprietor of the land: Elmslea Land Developments Pty Limited ACN 066 447 265
3 Cheney Place, Mitchell ACT 2911

1. **Identity of easement firstly referred to in abovementioned Plan** Easement to drain sewage 2.5m wide

Schedule of Lots etc affected

Lots Burdened	Authority Benefited
26 and 28	Yarrowlumla Shire Council
2. Identity of easement secondly referred to in abovementioned Plan	Easement to drain water 2.5m wide

Schedule of Lots etc affected

Lots Burdened	Authority Benefited
14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 26	Yarrowlumla Shire Council
3. Identity of easement thirdly referred to in abovementioned Plan	Easement to drain water and sewage 3.5m wide

Schedule of Lots etc affected

Lots Burdened	Authority Benefited
5 and 26	Yarrowlumla Shire Council

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

Lengths are in metres (Sheet 2 of 24 Sheets)
DP 855517 **PART 1**

Deposited Plan No: Plan of Subdivision of Lot 1 in DP829768

A 4. **Identity of easement fourthly referred to in abovementioned Plan** Easement for electricity ~~supply~~ 1.5m wide

Schedule of Lots etc affected

Lots Burdened	Authority Benefited
26 and 28	Yarrowlumla Shire Council

5. **Identity of easement fifthly referred to in abovementioned Plan** Easement for town water supply main 2.0m wide

Schedule of Lots etc affected

Lot Burdened	Authority Benefited
26	Yarrowlumla Shire Council

Ch 6. **Identity of easement sixthly referred to in abovementioned Plan** Easement for ~~electricity~~^{at} substation 5m wide

Schedule of Lots etc affected

Lots Burdened	Authority Benefited
6 and 7	Southern Tablelands County Council

U 7. **Identity of restrictions seventhly referred to in abovementioned Plan** ~~Restriction on Use of Land~~
RESTRICTIONS AS TO USER

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

Lengths are in metres

(Sheet 3 of 24 Sheets)

PART 1

Deposited Plan No: **DP 85517**

Plan of Subdivision of Lot 1 in
DP829768

Schedule of Lots etc affected

Lots Burdened

EACH LOT
Lots 1 to 25 inclusive

Lots Benefited

EVERY OTHER LOT
Lots 1 to 26 inclusive

8. **Identity of easement
eighthly referred to
in abovementioned Plan**

Easement to drain water 9.5m wide

Schedule of Lots etc affected

Lot Burdened

26

Authority Benefited

Yarrowlunla Shire Council

9. **Identity of restriction
ninthly referred to
in abovementioned Plan**

~~Restriction on Use of Land~~
RESTRICTION AS TO USER

Schedule of Lots etc affected

Lot Burdened

28

Authority Benefited

Lots 1 to 26 inclusive

10. **Identity of easement
tenthly referred to
in abovementioned Plan**

Easement for gas storage and
distribution

Schedule of Lots etc affected

Lot Burdened

28

Authority Benefited

Lots 1 to 26 inclusive

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

Lengths are in metres

(Sheet 4 of 24 Sheets)

PART 2

Deposited Plan No: DP 855517

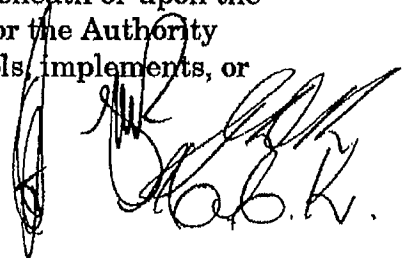
Plan of Subdivision of Lot 1 in
DP829768

1. Terms of Easement firstly referred to in abovementioned Plan:

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through those parts of the lots burdened shown in the abovementioned plan ("Easement Site 1") together with the right to use for the purposes of easement, any line of pipes already laid within Easement Site 1 for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of Easement Site 1 and together with the right for the Authority benefited and every person authorised by it with any tools, implements, or machinery, necessary for the purpose, to enter upon Easement Site 1 and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of Easement Site 1 to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of Easement Site 1 and will restore that surface as nearly as practicable to its original condition.

2. Terms of Easement secondly referred to in abovementioned Plan:

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through those parts of the lots burdened shown in the abovementioned plan ("Easement Site 2") together with the right to use for the purposes of easement, any line of pipes already laid within Easement Site 2 for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of Easement Site 2 and together with the right for the Authority benefited and every person authorised by it with any tools, implements, or

A handwritten signature in black ink, appearing to read 'A.B.K.', is located in the bottom right corner of the page. The signature is written in a cursive style and is partially overlapping the text of the second easement clause.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 5 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

Plan of Subdivision of Lot 1 in
DP829768

machinery, necessary for the purpose, to enter upon Easement Site 2 and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of Easement Site 2 to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of Easement Site 2 and will restore that surface as nearly as practicable to its original condition.

3. Terms of Easement thirdly referred to in abovementioned Plan:

Easement to Drain Water

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through those parts of the lots burdened shown in the abovementioned plan ("Easement Site 3") together with the right to use for the purposes of easement, any line of pipes already laid within Easement Site 3 for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of Easement Site 3 and together with the right for the Authority benefited and every person authorised by it with any tools, implements, or machinery, necessary for the purpose, to enter upon Easement Site 3 and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of Easement Site 3 to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of Easement Site 3 and will restore that surface as nearly as practicable to its original condition.

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

Lengths are in metres

(Sheet 6 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

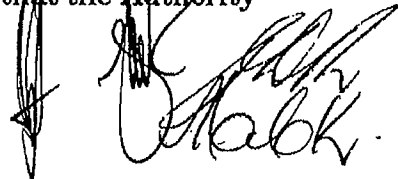
Plan of Subdivision of Lot 1 in
DP829768

Easement to drain sewage.

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through those parts of the lots burdened shown in the abovementioned plan ("Easement Site 3") together with the right to use for the purposes of easement, any line of pipes already laid within Easement Site 3 for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of Easement Site 3 and together with the right for the Authority benefited and every person authorised by it with any tools, implements, or machinery, necessary for the purpose, to enter upon Easement Site 3 and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of Easement Site 3 to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of Easement Site 3 and will restore that surface as nearly as practicable to its original condition.

4. Terms of Easement fourthly referred to in abovementioned Plan:

An easement for the transmission of electricity across and through those parts of the lots burdened shown in the abovementioned plan ("Easement Site 4") and for that purpose to install all necessary equipment (including transformers and underground transmission mains, wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by the Authority benefited to enter into and upon each lot burdened or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that the Authority



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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Lengths are in metres

(Sheet 7 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

Plan of Subdivision of Lot 1 in
DP829768

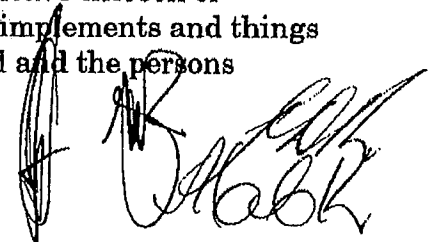
benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of each lot burdened and will restore that surface as nearly as practicable to its original condition.

5. Terms of Easement fifthly referred to in abovementioned Plan:

An easement for the supply of town water across and through those parts of the lots burdened shown in the abovementioned plan ("Easement Site "5") and for that purpose to install all necessary equipment including underground water main pipes together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by the Authority benefited to enter into and upon each lot burdened or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of each lot burdened and will restore that surface as nearly as practicable to its original condition.

6. Terms of Easement sixthly referred to in abovementioned Plan:

Full and free right and liberty to Southern Tablelands County Council to erect and maintain an electricity sub-station on those parts of the lots burdened and for that purpose to install all necessary equipment (including transformers and underground transmission mains, wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by the Southern Tablelands County Council to enter into and upon the servient tenement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that the Southern Tablelands County Council and the persons



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

Lengths are in metres

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PART 2

Deposited Plan No: **DP 855517**

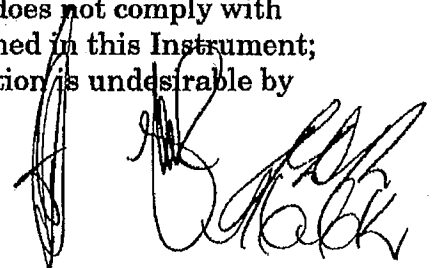
Plan of Subdivision of Lot 1 in
DP829768

authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

7. Terms of Restrictions seventhly referred to in abovementioned Plan:

(a) For so long as Elmslea Land Developments Pty Limited ("ELD") remains the registered proprietor of any lot in the Elmslea Estate (the "Estate" - being the whole of the land comprised in lot 1 DP829768 as at 1 January 1995):

- (i) No building shall be constructed or be permitted to remain or be altered on any lot burdened unless as well as obtaining necessary approvals of the Yarrawumla Shire Council and any other relevant authority, plans and specifications for the construction or alteration and samples of materials, finish and details of the colours to be used in the construction or alteration have been lodged with ELD for ELD's approval, ELD has approved in writing the plans and specifications for and the materials and colours to be used in the construction or alteration, and the construction or alteration is carried out in accordance with the plans and specifications, materials, finish and colours so approved by ELD.
- (ii) ELD shall have an absolute discretion to refuse its approval or to give its approval subject to conditions without being obliged to furnish reasons for its decision PROVIDED that ELD will not unreasonably or capriciously refuse or withhold approval but refusal shall not be or be deemed unreasonably or capriciously withheld if a registered Architect appointed by ELD has certified to ELD that the proposed building or alteration does not conform with the general standards of design and planning of the development of other lands and buildings within the Estate; or that it does not comply with the Restrictions on Use of Land contained in this Instrument; or that the proposed building or alteration is undesirable by



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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Lengths are in metres

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PART 2

Deposited Plan No: **DP 855517**

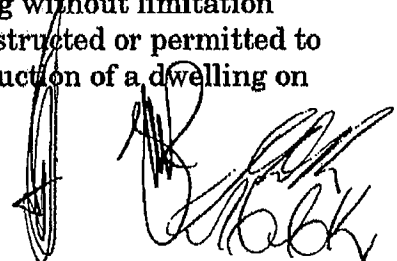
Plan of Subdivision of Lot 1 in
DP829768

reason of the effect that it would have upon the development, appearance, health or amenity of the Estate or any part of it and without limiting the generality of the forgoing transportable, demountable, mobile or kit homes will generally not be approved.

- (b) No building shall be constructed or be permitted to remain or be altered on any lot burdened:
- (i) with external walls constructed other than substantially of brick, brick veneer, smooth faced stone cut into modular blocks, concrete or other masonry material with a bagged or rendered finish, or Harditex Lightweight Cladding System fibre board installed in accordance with the manufacturer's recommendations and finished with coatings and applicators recommended by the manufacturer;
 - (ii) with a roof other than of tiles, or shingles of concrete or terracotta, or slate, or colourbond steel, and without limiting the generality of the forgoing: natural untreated galvanised steel or aluminium may not be used; face brickwork must be in earth tones, buff and cream colours; and bricks that are dark in colour, heavily spotted or heavily mottled, white, or plain concrete, may not be used; and
 - (iii) with external walls and roof coloured other than in a natural earth toned and recessive low reflective colours.

PROVIDED THAT ELD, for so long as it is the registered proprietor of any lot in the Estate, may approve in writing the use of other materials or colours.

- (c) No garage, carport, garden shed or other detached outbuilding or structure of any nature whatsoever (including without limitation caravan, camper, trailer or tent) shall be constructed or permitted to stand on any lot burdened prior to the construction of a dwelling on the lot.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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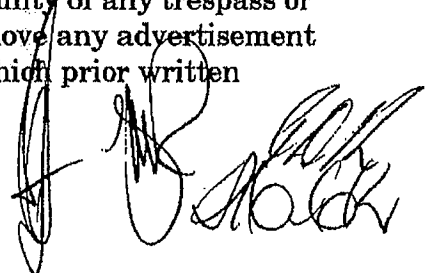
(Sheet 10 of 24 Sheets)

PART 2

Deposited Plan No: **B55517**

Plan of Subdivision of Lot 1 in
DP829768

- (d) No garden shed shall be erected or permitted to remain on any lot burdened having a floor greater than 20 square metres without the prior written approval of ELD.
- (e) No clothes line or clothes-drying area shall be erected on any lot burdened unless it is screened from view from any public place or proposed public place or public road or proposed public road in the Estate.
- (f) No motor lorry, motor omnibus, caravan, camper, trailer, boat, boat on trailer, or horse float shall be regularly parked on any lot burdened unless it is wholly contained within a garage or carport built in compliance with this instrument or screened from view from any public place or proposed public place or public road or proposed public road in the Estate.
- (g) No motor lorry, motor omnibus, caravan, camper, trailer, boat, boat on trailer, or horse float shall be regularly parked on any road or public place within the Estate.
- (h) No incinerator shall be placed or used upon a lot burdened or part thereof.
- (i) No prefabricated carport or prefabricated metal clad garage or any other garage or carport whether freestanding or not, shall be constructed on any lot burdened unless it is of similar design, standard and finish to the dwelling erected on the lot.
- (j) For so long as ELD remains the registered proprietor of any lot in the Estate no advertisement, hoarding, sign or other similar structure which is intended to be capable for the use or display of advertisements or notices shall be erected or allowed to remain on any lot burdened or part thereof without the prior written consent of ELD and ELD shall have the right without being guilty of any trespass or wrong to enter any lot or part thereof and remove any advertisement hoarding sign or other similar structure for which prior written consent by ELD has not been given.



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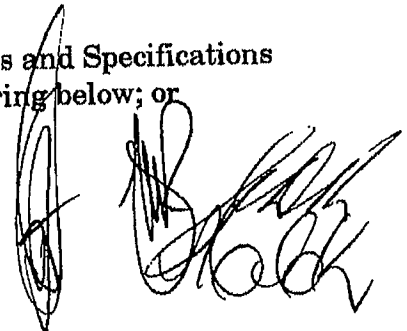
(Sheet 11 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

Plan of Subdivision of Lot 1 in
DP829768

- (k) No more than one single dwelling shall be constructed on any lot burdened.
- (l) No dwelling shall be constructed on any lot burdened:
- (i) unless it has a minimum floor area (excluding garages, carports, verandahs, patios, decks and the like) as follows:
- (A) 150 square metres on lots 1 to 17 inclusive; and
- (B) 135 square metres on lots 18 to 25 inclusive; and
- (ii) unless a garage or carport of similar design, standard and finish to the dwelling and capable of accommodating at least two vehicles is constructed at the same time as the dwelling provided that a garage or carport capable of accommodating one vehicle may be constructed at the same time as the dwelling if plans are lodged with ELD for its approval showing where on the lot a future garage or carport accommodating a second vehicle could be built.
- (m) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by ELD without the prior written consent of ELD but subject to sub clauses (n) and (o) below, such consent shall not be withheld if the fence is to be erected without cost or expense to ELD. This restriction shall remain in force only during the time ELD is the registered proprietor of any lot in the Estate.
- (n) No fence shall be constructed or permitted to remain on or within and along the boundary of any lot burdened which adjoins public open space or proposed public open space or any public road or proposed public road unless it is constructed:
- (i) in compliance with the Fencing Plans and Specifications marked MFP1, FD1 and FD2 appearing below; or



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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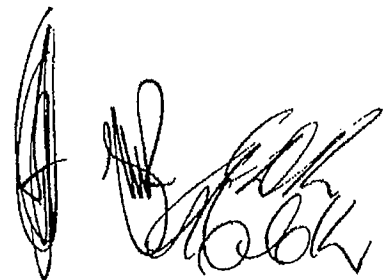
PART 2

Deposited Plan No: **855517**

Plan of Subdivision of Lot 1 in
DP829768

- (ii) in such other materials and in accordance with such other
Specifications as may be approved in writing by ELD.

The restriction in (n)(ii) above will remain in force only during the
time ELD is the registered proprietor of any lot in the Estate.

A handwritten signature, possibly 'J. L. Hobb', is written in black ink. To the left of the signature is a large, circular scribble or stamp, also in black ink.

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

Lengths are in metres

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PART 2

Deposited Plan No: **DP855517**

Plan of Subdivision of Lot 1 in DP829768

LEGEND

F1 > FENCING ADJOINING OPEN SPACE OR PROPOSED OPEN SPACE

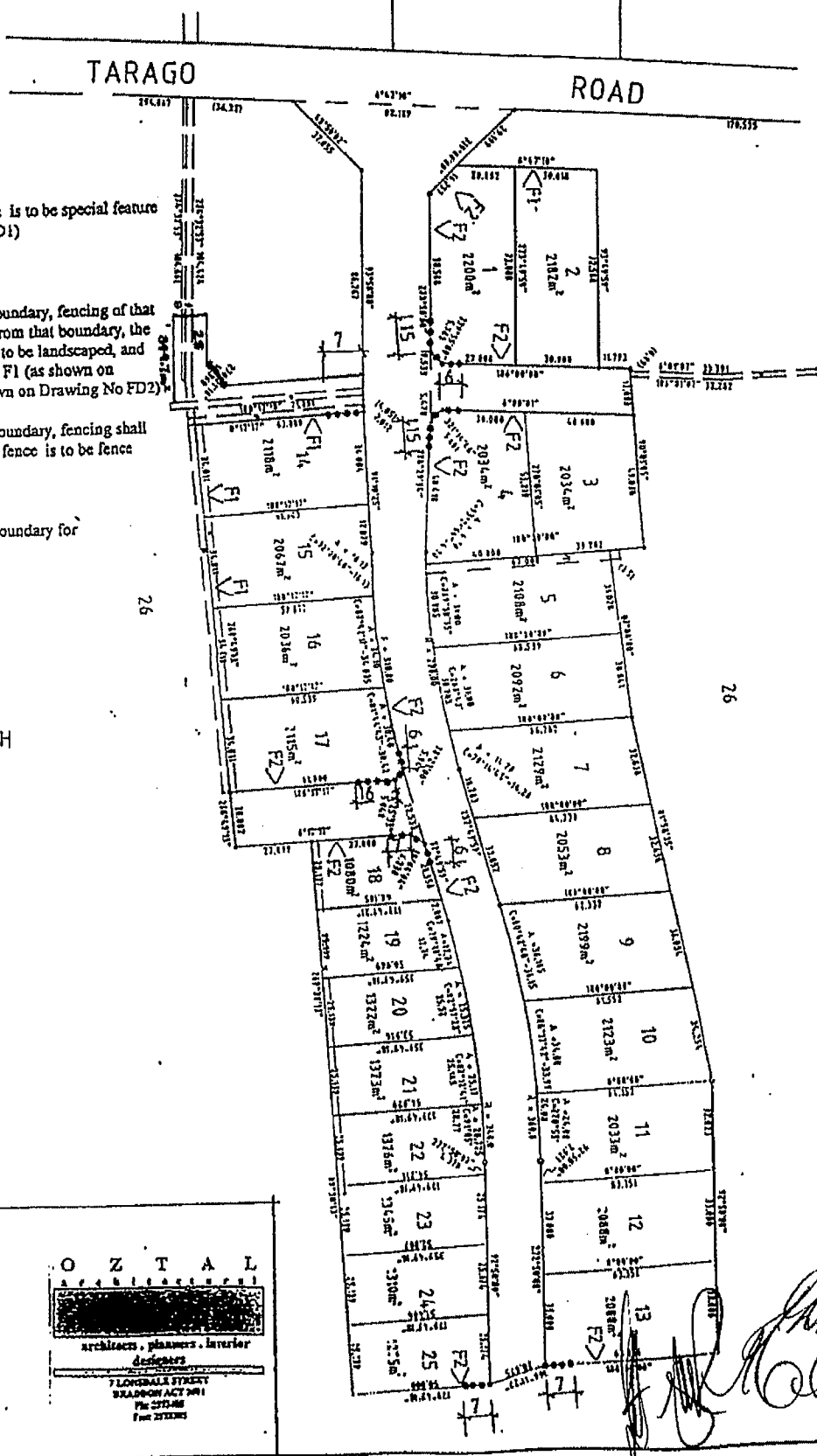
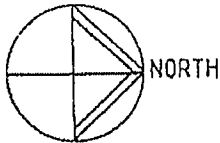
Fencing of boundaries adjoining open space is to be special feature fence type F1 (as shown on Drawing No FD1)

F2 > STREET FENCING

If the boundary is treated as a side street boundary, fencing of that boundary is to be set back at least 1 metre from that boundary, the area between the boundary and the fence is to be landscaped, and the fence is to be special feature fence type F1 (as shown on Drawing No FD 1 or fence type F2 (as shown on Drawing No FD2)

If the boundary is treated as a front street boundary, fencing shall be no higher than 900 millimetres and the fence is to be fence type F2 (as shown on Drawing No FD2)

--- No fence permitted within 3 metres from boundary for distances indicated on plan in metres



FENCING PLAN

ELMSLEA LAND DEVELOPMENTS

ELMSLEA STAGE 1
BUNGENDORE

Drg No MFP 1

O Z T A L
 architects . planners . interior designers
 7 LONGGALLA STREET
 BRADBOURNE ACT 2011
 PH: 027546
 FAX: 027546

[Handwritten signatures and initials]

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

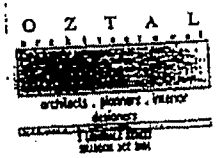
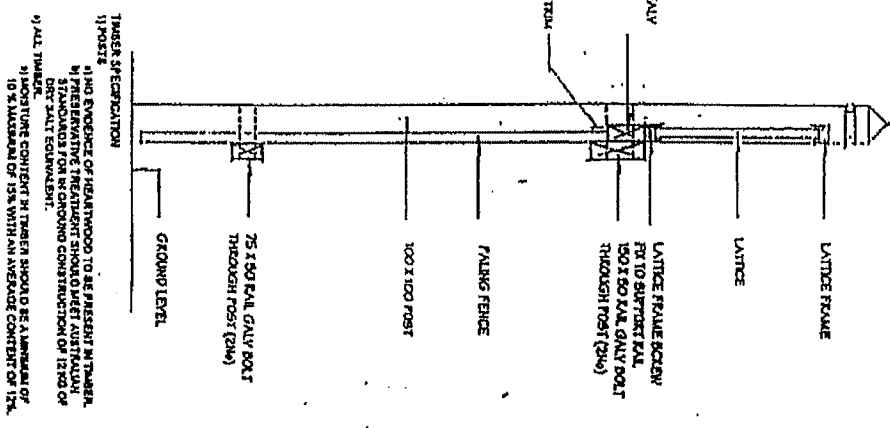
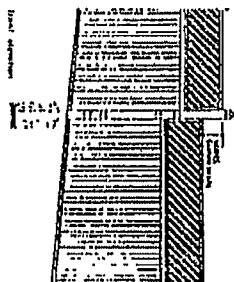
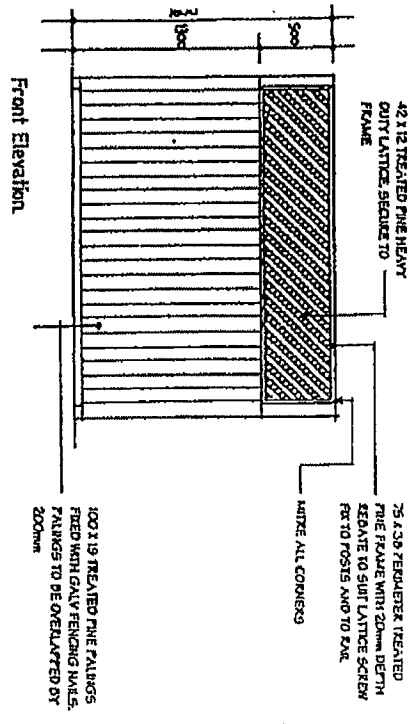
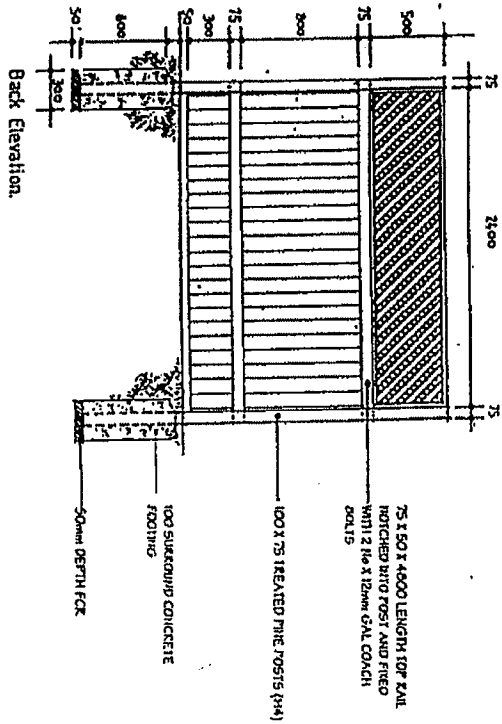
Lengths are in metres

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PART 2

Deposited Plan No: **DP855517**

Plan of Subdivision of Lot 1 in DP829768



FENCING DETAIL
 Fence type F1

Dwg No FD1

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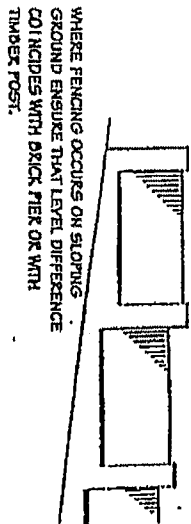
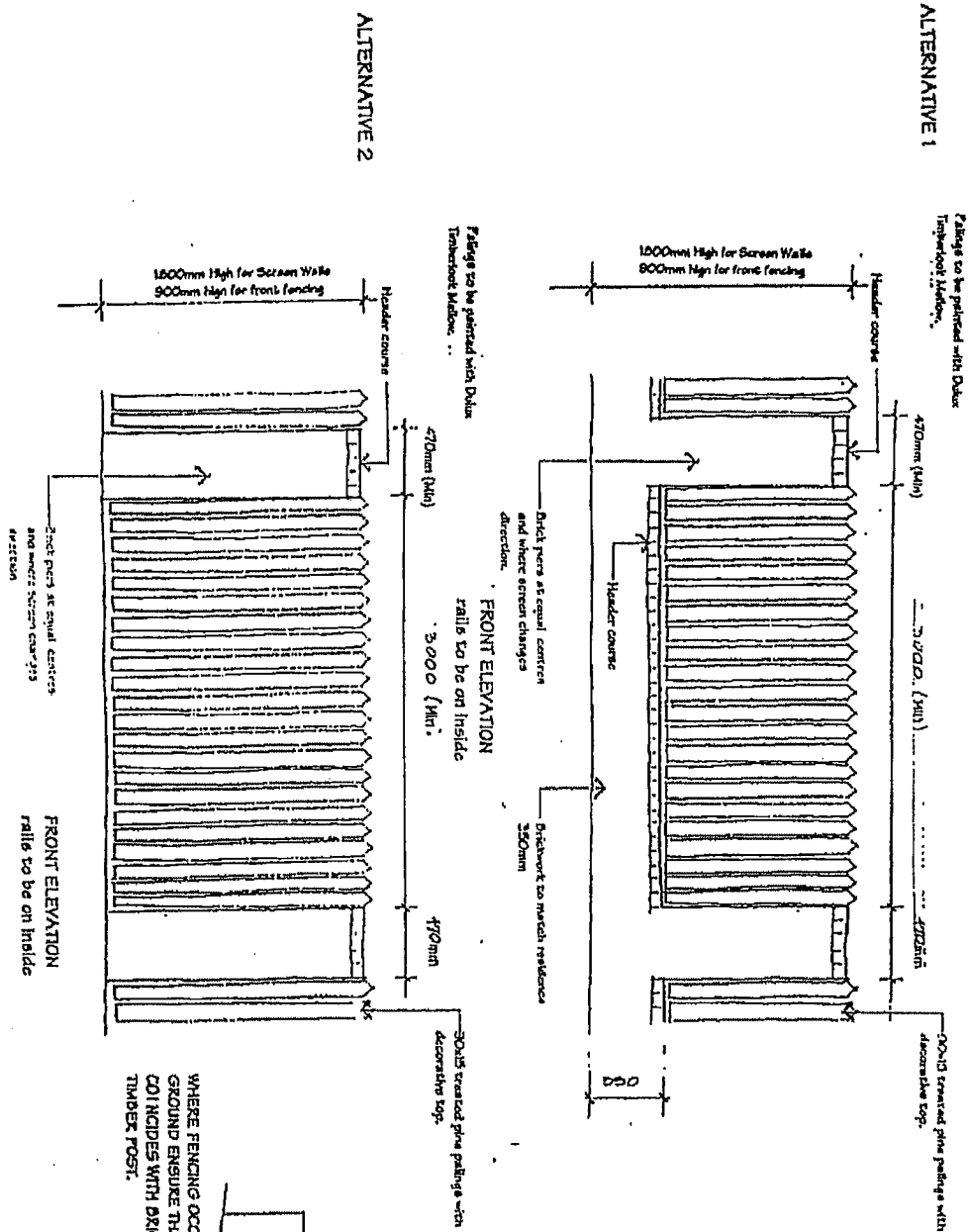
Lengths are in metres

(Sheet 15 of 24 Sheets)

PART 2

Deposited Plan No: **DP855517**

Plan of Subdivision of Lot 1 in DP829768



[Handwritten signature]

FENCING DETAIL
Fence type F2

Drg No FD2

O Z I A L
ARCHITECTS

architects . planners . interior designers

1 FLORISSA STREET
BRANDON ACT 2963
PH 0800 000 000
FAX 0800 000 000

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

Lengths are in metres

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PART 2

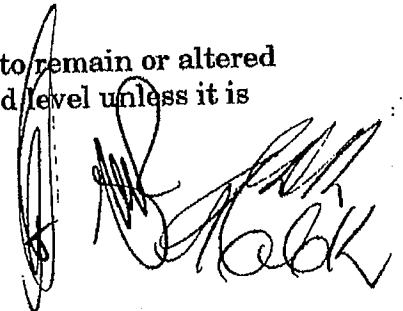
Deposited Plan No: **DP 8555 17**

Plan of Subdivision of Lot 1 in
DP829768

- (o) No fence shall be constructed or permitted to remain on any lot burdened to divide it from any other lot or adjoining land:
- (i) unless such fence is of no greater height than 1.8 metres; and
 - (ii) unless such fence is constructed in materials and in accordance with specifications as are first approved of in writing by ELD provided that colourbond steel may not be used but a preservative treated pine timber paling fence may be used.

The restriction in (o)(ii) above will remain in force only during the time ELD is the registered proprietor of any lot in the Estate.

- (p) No dwellings shall be constructed on any lot burdened:
- (i) unless they are designed and located so as to minimise the incidence of continuous blank walls being visible from any public place or proposed public place or public road or proposed public road in the Estate; and
unless all garbage storage facilities and external plumbing fixtures (except stormwater downpipes and vent pipes above roof level) are suitably screened and landscaped so as not to be visible from any adjoining lot or public place or proposed public place or public road or proposed public road in the Estate.
- (q) No ancillary building or construction other than a swimming pool or garden shed to be erected or permitted to remain or altered on any lot or any part thereof shall have external walls and roof other than of the same materials finish and colour as are contained in the main building.
- (r) No swimming pool to be constructed or permitted to remain or altered on any lot shall exceed 0.5 of a metre above ground level unless it is screened from any public road or public place.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
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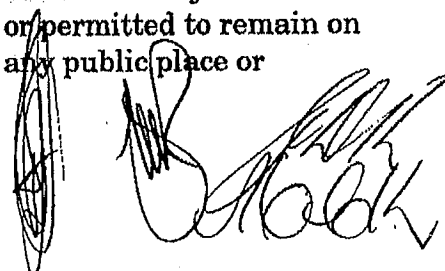
(Sheet 17 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

Plan of Subdivision of Lot 1 in
DP829768

- (s) No goods shall be stored openly on any lot or in any carport or garage on any lot unless fully screened from view from any public place or proposed public place or public road or proposed public road in the Estate.
- (t) No letter-box shall be constructed or permitted to remain upon any lot burdened unless constructed in materials finish and colours first approved of in writing by ELD provided that ELD will approve letter-boxes constructed of brick and/or stone and/or concrete with rendered finish in each case of the kind used in the external walls of the main building or which are incorporated in a wall of the same materials and colour of a height of not more than 1.5 metres flanking the entrance to the lot from the public road.
- (u) No entry driveway shall be constructed unless it is surfaced with a material in a colour and finish first approved of in writing by ELD provided that ELD will approve unit pavers or concrete with an exposed aggregate in a natural earth toned and recessive low reflective colour.
- (v) No trees shall be ring-barked, cut down, topped, lopped, removed, injured or wilfully destroyed on any lot without the prior approval in writing of ELD.
- (w) No roof water shall be discharged from any building erected upon any lot except into the stormwater piped drainage system serving the Estate or a water tank.
- (x) No water tank shall be erected or permitted to remain on any Lot burdened unless built substantially underground and so as not to exceed 0.2 of a metre above natural ground level.
- (y) No fuel storage tank except for domestic gas or oil heating purposes shall be placed upon, erected or permitted to remain on any lot. No such excepted storage tanks shall be erected or permitted to remain on any lot unless fully screened from view from any public place or



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

Lengths are in metres

(Sheet 18 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

Plan of Subdivision of Lot 1 in
DP829768

proposed public place or public road or proposed public road in the
Estate.

(z) No sanitary convenience shall be erected or permitted to remain on
any lot if detached from or separated from any main building erected
thereon.

(aa) No main building shall be used for any purpose other than as a single
dwelling house and no ancillary building shall be used as a shop or
commercial premises nor shall any dwelling house be used so as to
permit any dual occupancy thereof without, in each case, the prior
written approval of ELD.

(bb) No more than two cats or two dogs, but in any event no greyhounds,
shall be permitted to remain or be kept upon any Lot burdened.

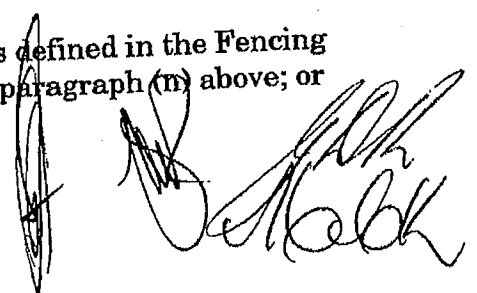
No animal shall be permitted to remain or be kept on any Lot
burdened unless the same shall be kept or maintained in accordance
with the requirements of any statute, regulation, or ordinance of any
competent authority and in particular in accordance with the
requirements of the Yarrolumla Shire Council or such other
appropriate government, semi-government or local authority from time
to time.

(cc) No excavation work shall be carried out on any lot whether in
connection with the construction of any building or structure or any
tennis court which would in any way alter the existing surface levels of
any Lot burdened without the written approval of ELD first having
been obtained.

For the purposes of restrictions (e), (f), (p)(ii), (s) and (y):

"Screened" shall mean:

(i) screened by a special feature fence type F1 as defined in the Fencing
Plans and Specifications forming part of sub-paragraph (m) above; or



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

Lengths are in metres

(Sheet 19 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

Plan of Subdivision of Lot 1 in
DP829768

- (ii) screened by a screen constructed in such other materials or plantings as ELD for so long as it is the registered proprietor of any lot in the Estate, may first approve in writing.

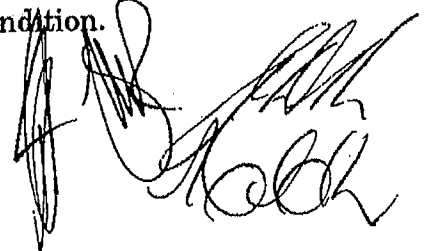
For the purposes of restrictions (f) and (g):

"Motor Lorry" means any vehicle which is constructed principally for the conveyance of goods or merchandise or for the conveyance of any kind of materials used in any trade, business or industry, or for use in any work whatsoever other than the conveyance of persons.

"Motor Omnibus" means any motor car fitted or equipped or constructed so as to seat more than 8 adult persons.

8. Terms of Easement eighthly referred to in the abovementioned Plan:

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through that part of the lot burdened shown in the abovementioned plan ("Easement Site 8") together with the right to use for the purposes of easement, any line of pipes already laid within Easement Site 8 for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of Easement Site 8 and together with the right for the Authority benefited and every person authorised by it with any tools, implements, or machinery, necessary for the purpose, to enter upon Easement Site 8 and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of Easement Site 8 to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of Easement Site 8 and will restore that surface as nearly as practicable to its original condition.



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

Lengths are in metres

(Sheet 20 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

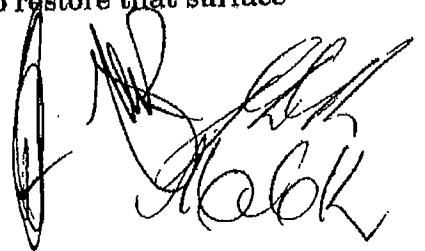
Plan of Subdivision of Lot 1 in
DP829768

9. Terms of Restriction ninthly referred to in the abovementioned Plan:

No buildings plant equipment or other installations shall be constructed installed or permitted to remain on the lot burdened except such as are designed and intended to provide public utility services such as water sewerage drainage (including pump station) gas electricity light and telephone services to and from the lots benefited.

10. Terms of Easement tenthly referred to in the abovementioned Plan:

Full and free right and liberty to such person corporation entity body or authority (the "Supplier") as ELD for so long as it remains the registered proprietor of any lot in the Estate and thereafter Yarrowlumla Shire Council or other the registered proprietor of the lot burdened may nominate and authorise from time to time to supply provide distribute and sell gas throughout the Estate to erect and maintain for that purpose on that part or those parts of the lot burdened as Yarrowlumla Shire Council or other the registered proprietor of the lot burdened shall reasonably determine one or more gas storage tanks and associated plant and equipment either above or below ground as the Supplier may determine including underground mains pipes and conduits necessary to provide and carry gas together with the right for the Supplier and every person authorised by the Supplier to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such plant and equipment and in respect thereof to enter into and upon the lot burdened or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that the Supplier and the persons authorised by it will take all reasonable precautions firstly not to disturb or interfere with other installations on the lot burdened secondly to ensure as little disturbance as possible to the surface of the lot burdened and thirdly to restore that surface as nearly as practicable to its original condition.



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

Lengths are in metres

(Sheet 21 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

Plan of Subdivision of Lot 1 in
DP829768

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED
PLAN:**

Yarrowlumla Shire Council

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE EASEMENT SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

Yarrowlumla Shire Council

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN:**

Yarrowlumla Shire Council

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE EASEMENT FOURTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

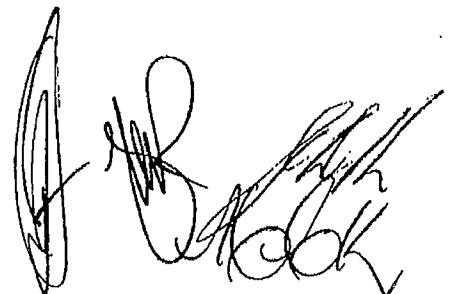
Yarrowlumla Shire Council

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN:**

Yarrowlumla Shire Council

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE EASEMENT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN:**

Southern Tablelands County Council



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

Lengths are in metres

(Sheet 22 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

Plan of Subdivision of Lot 1 in
DP829768

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE RESTRICTIONS SEVENTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

ELD for such time as it remains the registered proprietor of any lot or lots in the Estate and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the lots in the abovementioned plan (other than streets or other public areas) having a common boundary with the lot or lots burdened provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release, variation or modification.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE EASEMENT EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN:**

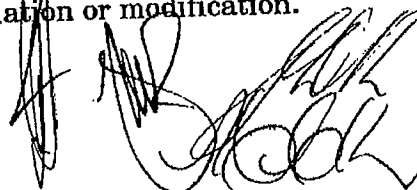
Yarrowlumla Shire Council

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE RESTRICTION NINETHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

ELD for such time as it remains the registered proprietor of any lot or lots in the Estate and thereafter Yarrowlumla Shire Council, provided that any such release, variation or modification shall if approved, be made and done in all respects at the cost and expense of the person requesting such release, variation or modification.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE EASEMENT TENTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN:**

ELD for such time as it remains the registered proprietor of any lot or lots in the Estate and thereafter Yarrowlumla Shire Council, provided that any such release, variation or modification shall if approved, be made and done in all respects at the cost and expense of the person requesting such release, variation or modification.



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

Lengths are in metres

(Sheet 23 of 24 Sheets)

PART 2

Deposited Plan No: **DP 855517**

Plan of Subdivision of Lot 1
DP829768

**THE COMMON SEAL of ELMSLEA
LAND DEVELOPMENTS PTY
LIMITED** was affixed to this document
in accordance with its articles of
association in the presence of:

Signature of secretary

John Grant

Name of secretary - please print

**THE COMMON SEAL of J D
KILMARTIN PTY LIMITED** was
affixed to this document in accordance
with its articles of association in the
presence of:

Signature of secretary

J. D. Kilmartin

Name of secretary - please print



Signature of director

G. M. Kelly

Name of director - please print



Signature of director

J. D. Kilmartin

Name of director - please print

(MORTGAGEE)

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

Lengths are in metres

(Sheet 24 of 24 Sheets)

PART 2

Deposited Plan No: **DP855517**

Plan of Subdivision of Lot 1 in
DP829768

Signed Sealed and Delivered
for and on behalf of
**WESTPAC BANKING
CORPORATION**

by **CARA SACCQUELINE
STUCKEY**
its duly constituted
Attorney who is
personally known to me

[Signature]
AK DUNCAN

Westpac Banking Corporation

By its attorney
who hereby states that the time of executing this instrument is
not a time of tender of this instrument received of the Power of Attorney
registered in the office of the Registrar General No.831 Book 4C
under the authority of which this instrument has been executed:

[Signature]
Acting in place of Manager
**ACT Securities
Centre**

YARROWLUMLA COUNCIL

[Signature]
GENERAL MANAGER
28/1/95

REGISTERED  **all 13-12-1995**

[Signature]
RECEIVED
9-9 NOV 1995
John Haskins & Staff



John A. Bingham
John A. Bingham
Director

John A. Bingham
John A. Bingham
Director

SURCORP/ARLWAY/DA A/CN
DP 817225175 AT TORRES
MARIO MATOSO CALHEI
WHO CERTIFIES THAT THEY ARE A
LETTER AT TORRES, TORRES
TO POWER OF ATTORNEY BOOK
RESERVED IN TORRES
RESERVATION
SIGNED IN MY PRESENCE BY
PERSONALLY KNOWN TO ME

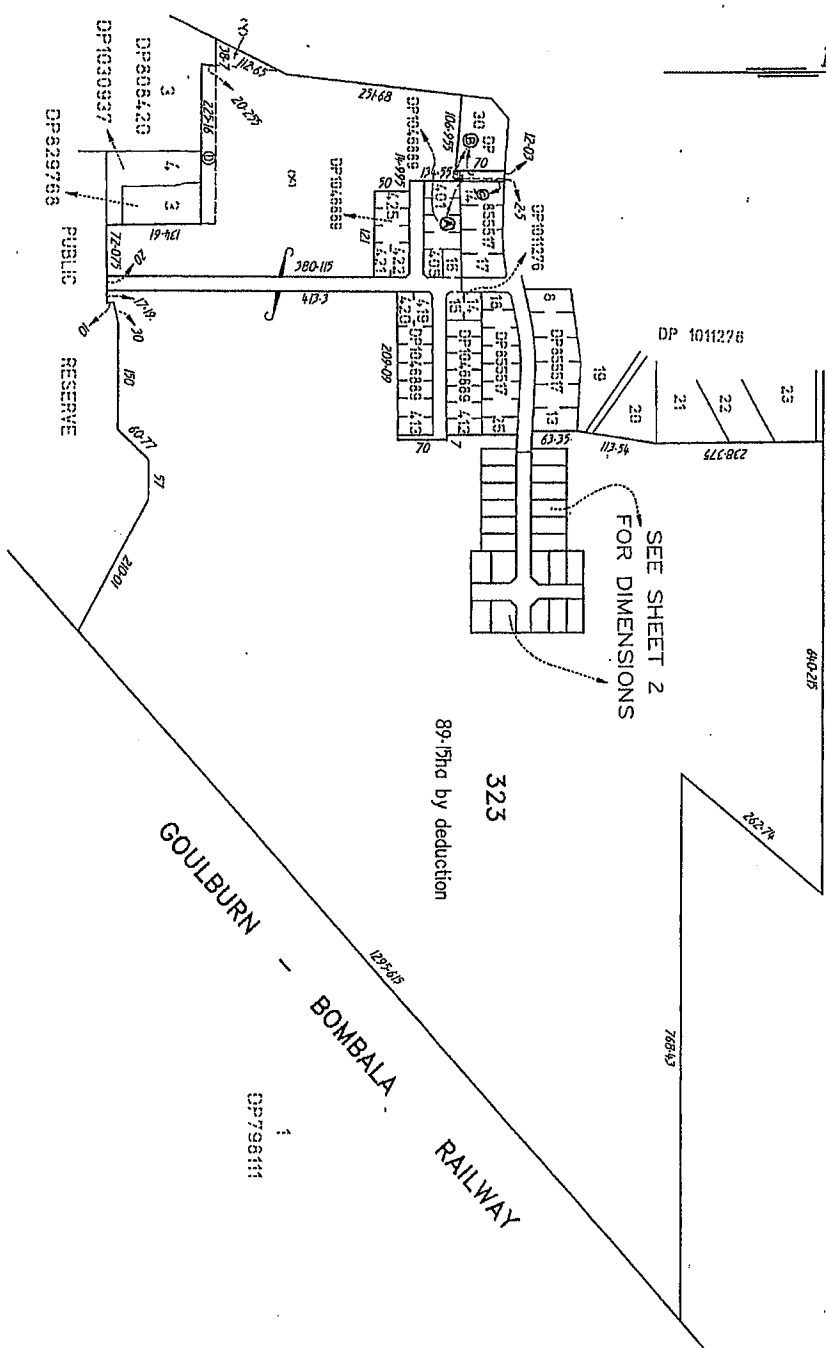
WITNESS
JOHN A. BINGHAM
LENG. 2
56 PETER ST
STONEYMOUNT

Crown Lands Approved

PLAN APPROVED: *[Signature]*
Authorisation Officer
Land District: *[Blank]*
Paper No.: *[Blank]*
Field Book: *[Blank]*

Subdivision Certificate
I certify that the provisions of s.100(4) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision of the land.

Current Authority: *[Blank]*
Authorisation Officer: *[Blank]*
Paper No.: *[Blank]*
Field Book: *[Blank]*
Subdivision Certificate No.: *[Blank]*
Date of endorsement: *[Blank]*
Date of issue: *[Blank]*
Date of expiry: *[Blank]*
Date of review: *[Blank]*
Date of renewal: *[Blank]*
Date of cancellation: *[Blank]*
Date of revocation: *[Blank]*
Date of suspension: *[Blank]*
Date of reinstatement: *[Blank]*
Date of termination: *[Blank]*
Date of expiry: *[Blank]*
Date of review: *[Blank]*
Date of renewal: *[Blank]*
Date of cancellation: *[Blank]*
Date of revocation: *[Blank]*
Date of suspension: *[Blank]*
Date of reinstatement: *[Blank]*
Date of termination: *[Blank]*



SEE SHEET 2
FOR DIMENSIONS

- NOTE: ALL DIMENSIONS SURROUNDING LOT 232 ARE PLAN ORIGINAL.
- 1) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20M WIDE (OP 829746)
 - 2) EASEMENT TO DRAIN WATER 25 WIDE (OP 895917)
 - 3) EASEMENT TO DRAIN WATER 9.5 WIDE (OP 895917)
 - 4) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (OP 895917)
 - 5) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT
 - 6) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE STR00004

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

Plan Drawing only to appear in this space

DP1048816

Registered: 18-2-2003

SEE CERTIFICATE

Subdivision

Ref. Map: 8127-2-VL

Lot Plan: DP 1046889

PLAN OF SUBDIVISION OF LOT 426 DP 1046889

Lengths are in metres. Reduction Ratio: 1:5000

L G A: YARROW/LM/LA

Locality: BUNGENDORE

Parish: CURRABOODLY

County: MURRAY

This is sheet 1 of my plan in 2 sheets.

I, PETER JAMES SHAW, of PETER JAMES SHAW ASSOCIATES PTY LTD, of 1/111 STURGEON STREET, SYDNEY, NSW, ACT 2000, hereby certify that the survey represented by this plan is accurate and that the survey was conducted in accordance with the Survey Act 1988 and the Survey Regulations 1991.

The survey was conducted on 10/02/2003 at 10:30 AM. The survey was conducted by PETER JAMES SHAW, of PETER JAMES SHAW ASSOCIATES PTY LTD, of 1/111 STURGEON STREET, SYDNEY, NSW, ACT 2000.

Plans used in preparation of survey/compilation: DP 895917, DP 101276, DP 1009937, DP 1046889

PLAN: FOR USE ONLY for alterations of boundaries to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EASEMENT OF ASHBY DRIVE, WADSWORTH DRIVE AND KEEP PLACE TO THE PUBLIC AS PUBLIC ROAD.

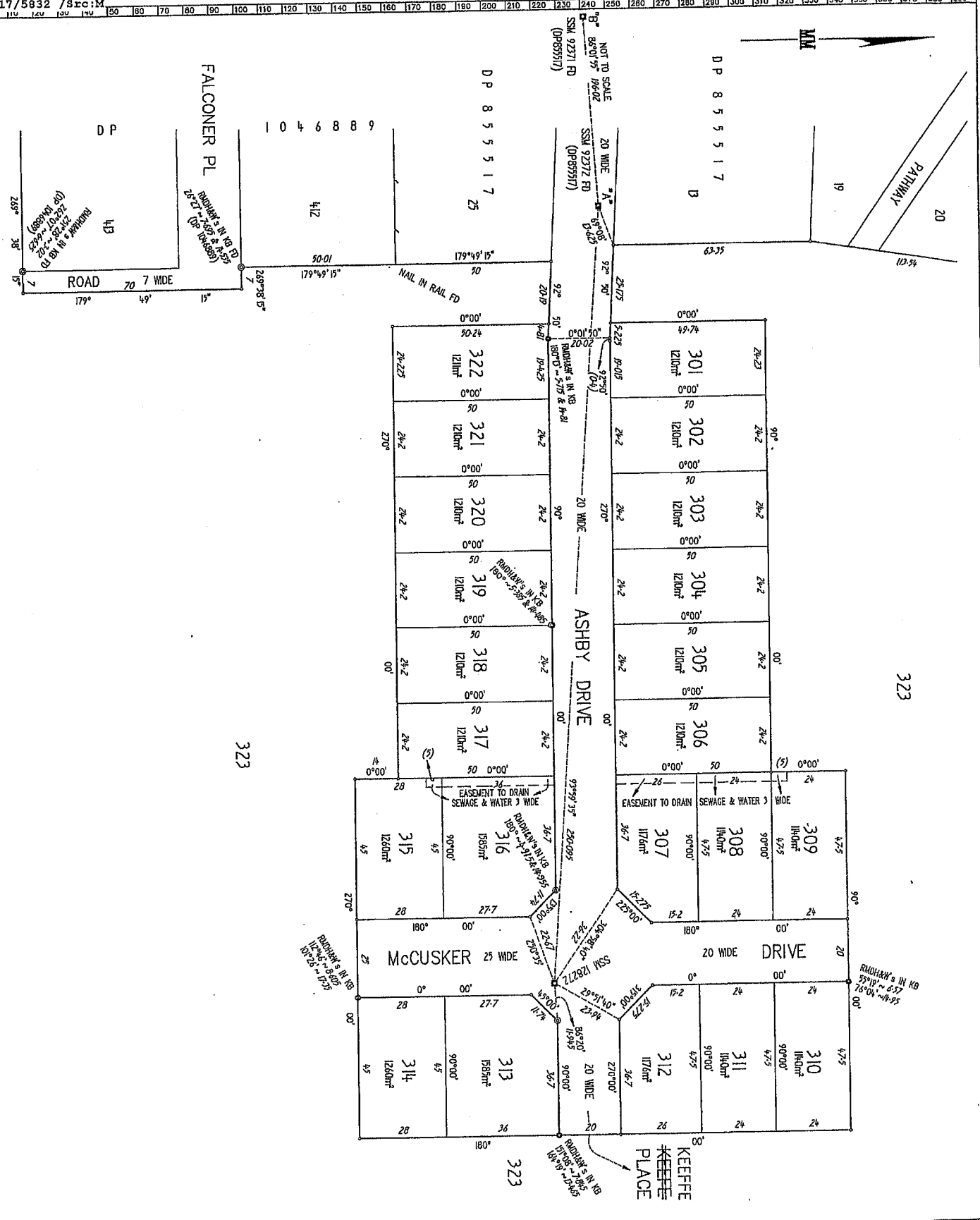
PRESENT TO SECTION 889 OF THE CONVEYANCING ACT 1997, AS AMENDED. IT IS INTENDED TO CREATE:

- 1) EASEMENT TO DRAIN SEWAGE & WATER 2 WIDE
- 2) RESTRICTION AS TO USER
- 3) RESTRICTION AS TO USER

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



DP1048816

Registered: 14/10/2003
 This is sheet 2 of my plan in 2 sheets
 dated 29th NOVEMBER 2002

System
 Stamp registered under Stamp Act 1959 on contract
 This is sheet 2 of the plan of 2002/244(2)
 dated 29th November 2002
 20 October 2003

For area where space is insufficient to copy on Form 2
 Council Clerk
 R. J. [Signature]

EMERALD LAND DEVELOPMENTS PTY LIMITED
 Company
 20/11/01
 20/11/01
 Director
 G. [Signature]
 Director

SINCHOP-AGRIWA, Ltd & L.N.
 016 81 723 BY ITS ATTORNEY
 MARIO MARIOSO CALLETTI
 WHO CERTIFIES THAT THEY ARE A
 LEGAL ATTORNEY, THE BOOK
 1859 NO. 272 OF WHICH THEY HAVE
 RECEIVED NO NOTICE OF
 REVOCATION BY PRESENCE BY
 THE SAID ATTORNEY WHO IS
 PERSONALLY KNOWN TO ME
 WITNESSES

Plan Drawn only in manner in this system

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

Lengths are in metres
Plan:

Sheet 1 of 4 sheets
Subdivision of Lot 426 DP1046889

PART 1

Full name and address of proprietor of
Land:

DP1048816

Elmslea Land Developments Pty Limited
(ABN 20 771 867 847)
SHOP 12, GND. FLOOR,
CITY LINK PLAZA
QUEANBEYAN, NSW.

1. Identity of easement firstly
referred to in abovementioned plan

Easement to drain sewage and water 3 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened

Lots 307-309, 315-316

Lots or authority benefited

Yarrowluma Shire Council

2. Identify of restriction secondly
referred to in abovementioned plan

Restriction as to User

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened

Each lot

Lots or authority benefited

Lots 301-322 inclusive

3. Identity of restriction thirdly
referred to in abovementioned plan

Restriction as to User

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened

Each lot

Lots or authority benefited

Lots 301 - 322 inclusive



DP1048816

Lengths are in metres
Plan:

Sheet 2 of 4 sheets
Subdivision of Lot 426 DP1046889

PART 2

A Terms of Easement firstly referred to in the abovementioned plan

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times by means of pipes to drain sewage and water in any quantities across and through those parts of the Lots burdened shown in the abovementioned plan together with the right to use for the purposes of easements any line of pipes already laid within the easement for the purpose of draining sewage and water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement and together with the right for the Authority benefited and every person authorised by it with any tools, implements or machinery necessary for the purpose, to enter upon easement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the easement to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original conditions.

B Terms of restrictions as to user secondly referred to in the abovementioned plan

No dwelling may be erected on any lot burdened unless the gross floor area of the dwelling (excluding any garage) is not less than 120 square metres.

No garage may be erected on any lot burdened unless:

- (a) that garage accommodates a minimum of one motor car;
- (b) the garage is of similar design and finish to the dwelling constructed on the lot;
- (c) the garage is constructed concurrently with the dwelling.

C Terms of restrictions as to user thirdly referred to in the abovementioned plan

- 1 No goods (including boats, trailers, caravans and the like) may be stored openly on any lot.
- 2 No incinerator may be placed or used upon any lot burdened or part thereof.
- 3 No commercial vehicle may be regularly parked on any lot burdened unless it is wholly contained within a garage or carport built in compliance with this instrument.
- 4 No commercial vehicle may be regularly parked on any road or public place within the area delineated in the above plan as a road or public place.
- 5 No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Elmslea Land Developments Pty Ltd without the consent of Elmslea Land Developments Pty Ltd but such consent shall not be withheld if such fence is to be erected without cost or expense to Elmslea Land Developments Pty Ltd provide that this restriction shall remain in force only during such time as Elmslea Land Developments Pty Ltd is the registered proprietor of any lot in the within plan or any land immediately adjoining the land in the within plan

DP1048816

Lengths are in metres
Plan:

Sheet 3 of 4 sheets
Subdivision of Lot 426 DP1046889

- 6 For the purposes of 3 and 4 "commercial vehicle" means:
- (a) any motor vehicle or any trailer (including but not limited to a lorry, utility truck, van or prime mover) which is constructed principally for the conveyance of goods or merchandise or for the conveyance of any kind of material used in any trade, business or industry, or for use in any work or sport whatsoever other than the conveyance of persons; and
 - (b) any motor vehicle fitted or constructed so as to seat more than 8 persons including the driver.
- 7 No fence (excluding front fence) shall be constructed on the boundaries between any lot burdened and a road, path or reserve unless it is 1.8 metres in height and is constructed of lapped and capped palings stained in a colour approved by Elmslea Land Developments Pty Ltd on the external face with the posts and rails facing into the lot, or of other materials approved in writing by Elmslea Land Developments Pty Ltd prior to construction of the fence.
- 8 No site works on a lot, including clearing of existing vegetation, cut and fill, retaining walls, batters and the like may occur without the written consent of Yarrawlumla Shire Council. All works must be carried out in accordance with Yarrawlumla Shire Council guidelines on erosion and sediment control and such erosion and sediment measures must be maintained until site and building works are completed and the site has been stabilised to the satisfaction of Yarrawlumla Shire Council.
- 9 No fence greater than 1 metre in height may be erected in front of a designated building line unless otherwise approved in writing by Yarrawlumla Shire Council.
- 10 No lot shall be subdivided without the prior written consent of Yarrawlumla Shire Council.
- 11 No building shall be constructed on any lot which contains fill exceeding 0.5 metres in depth unless Yarrawlumla Shire Council has received a report acceptable to it from an appropriately qualified engineer which includes:
- a. a geotechnical appraisal of the lot;
 - b. a recommendation of an appropriate form of foundation to be used for the building on the lot; and the plans for the building lodged with the Yarrawlumla Shire Council for approval show that the foundation of the building proposed to be constructed are in accordance with the engineer's recommendations.
- 12 No building shall be erected and used for the purpose of a display home, exhibition home or any similar use without the prior written consent of Elmslea Land Developments Pty Ltd.

The person or authority empowered to release, vary or modify the easement firstly referred to in the abovementioned plan is the Council of Yarrawlumla Shire without the consent of any other person or persons provided that any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release, variation or modification.

DP1048816

Lengths are in metres
Plan:

Sheet 4 of 4 sheets
Subdivision of Lot 426 DP1046889

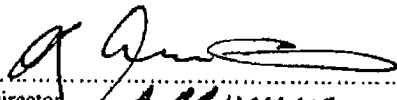
The person empowered to grant approvals under, release, vary or modify the Restriction as to user secondly and thirdly referred to in the abovementioned plan is Elmslea Land Developments Pty Ltd or its assigns, **PROVIDED** that the person or authority empowered to grant approvals under, release, vary or modify paragraphs 8, 9, 10 and 11 of Restrictions as to user thirdly referred to in the abovementioned plan is the Council of Yarrawlumla Shire without the consent of any other person or persons provided that any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requested such release, variation or modification.

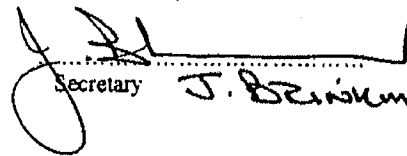
The person requesting such release, variation or modification must pay the reasonable costs of the person empowered to approve, release, vary or modify the Restrictions as to user in connection with its consideration of that approval, variation or modification.

Dated the 20TH day of DECEMBER 2002

THE COMMON SEAL of Elmslea
Land Developments Pty Ltd ABN 20 771 867 847
is affixed in accordance with its
constitution in the presence of:





.....
Director A. BRINKMEYER


.....
Secretary J. BRINKMEYER

Signed on behalf of SUNCORP-METWAY LIMITED

Signed on behalf of Yarrawlumla Shire Council

YARROWLUMLA COUNCIL


.....
GENERAL MANAGER

SUNCORP-METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY

MARIO MATOSO CALEITE

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME



.....
WITNESS
JOHN AVERY
LEVEL 2
56 Pitt St
SYDNEY



REGISTERED  18-2-2003

PLAN FORM 2
 SIGNATURE AND SEALS ONLY

A. Brimmer
 A. BRIMMER
 DIRECTOR

[Signature]
 DIRECTOR GENERAL



SUNCOBE-METWAY LTD. A.C.N. 016 631 722 BY ITS ATTORNEY
 GLEN ANTHONY CHENEY
 WHO CERTIFIES THAT I AM A
 LEVEL 1 ATTORNEY PURSUANT
 TO POWER OF ATTORNEY BOOK
 3899 NO. 172 OF WHICH I HAVE
 RECEIVED NO NOTICE OF
 REJECTION
 SHOWN IN MY PRESENCE BY
 THE SAID ATTORNEY WHO IS
 PERSONALLY KNOWN TO ME

WITNESS

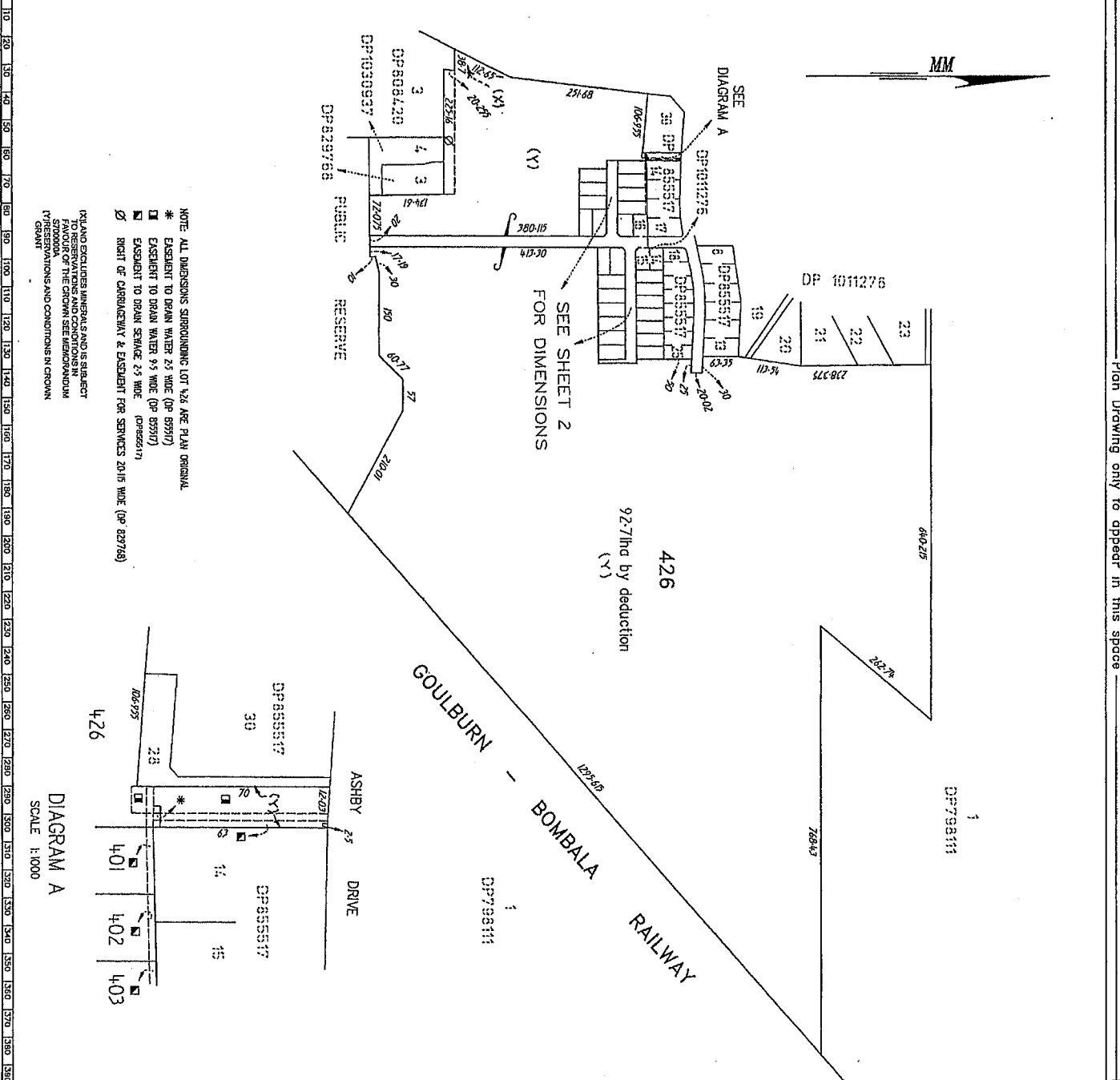
PLAN APPROVED
 Land District
 Field Book
 Pages

Subdivision Certificate

I certify that the provisions of a 1992 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed Subdivision Certificate and that the proposed Subdivision Certificate is in accordance with the provisions of the said Act 1979.

1. Additional Provisions:
 2. Additional Provisions:
 3. Additional Provisions:
 4. Additional Provisions:
 5. Additional Provisions:
 6. Additional Provisions:
 7. Additional Provisions:
 8. Additional Provisions:
 9. Additional Provisions:
 10. Additional Provisions:
 11. Additional Provisions:
 12. Additional Provisions:
 13. Additional Provisions:
 14. Additional Provisions:
 15. Additional Provisions:
 16. Additional Provisions:
 17. Additional Provisions:
 18. Additional Provisions:
 19. Additional Provisions:
 20. Additional Provisions:

PLAN APPROVED
 Land District
 Field Book
 Pages



NOTE: ALL DIMENSIONS SURROUNDING LOT 4/26 ARE PLAN ORIGINAL.

- * EASEMENT TO DRAIN WATER 2.5 METER (DP 855517)
- * EASEMENT TO DRAIN WATER 9.5 METER (DP 855517)
- * EASEMENT TO DRAIN SEWERAGE 2.5 METER (DP 855517)
- * RIGHT OF CARBONACEOUS & EASEMENT FOR SERVICES 20.15 METER (DP 82764)

(PLAN EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FORCE AT THE TIME OF THE ORIGINAL SUBDIVISION GRANT)

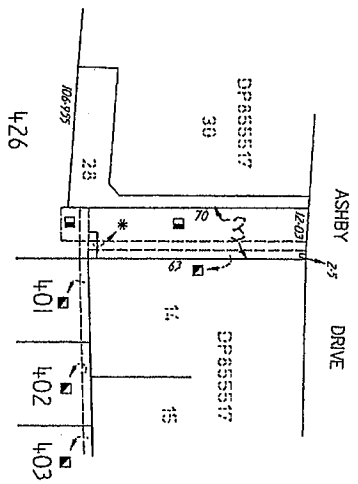


DIAGRAM A
 SCALE 1:1000

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1046889

Registered 19/11/2002

C.A.: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref Map: 8722-1-S, 8722-2-N

Last Plan: _____

PLAN OF SUBDIVISION OF
 LOT 5 DP 1030937

Lengths are in metres. Reduction Ratio 1: 5000

L C A YARROWMULLA

Locality: BUNGENDORE

Parish: CURRANDULLY

County: MURRAY

This is sheet 1 of my plan in 2 sheets.

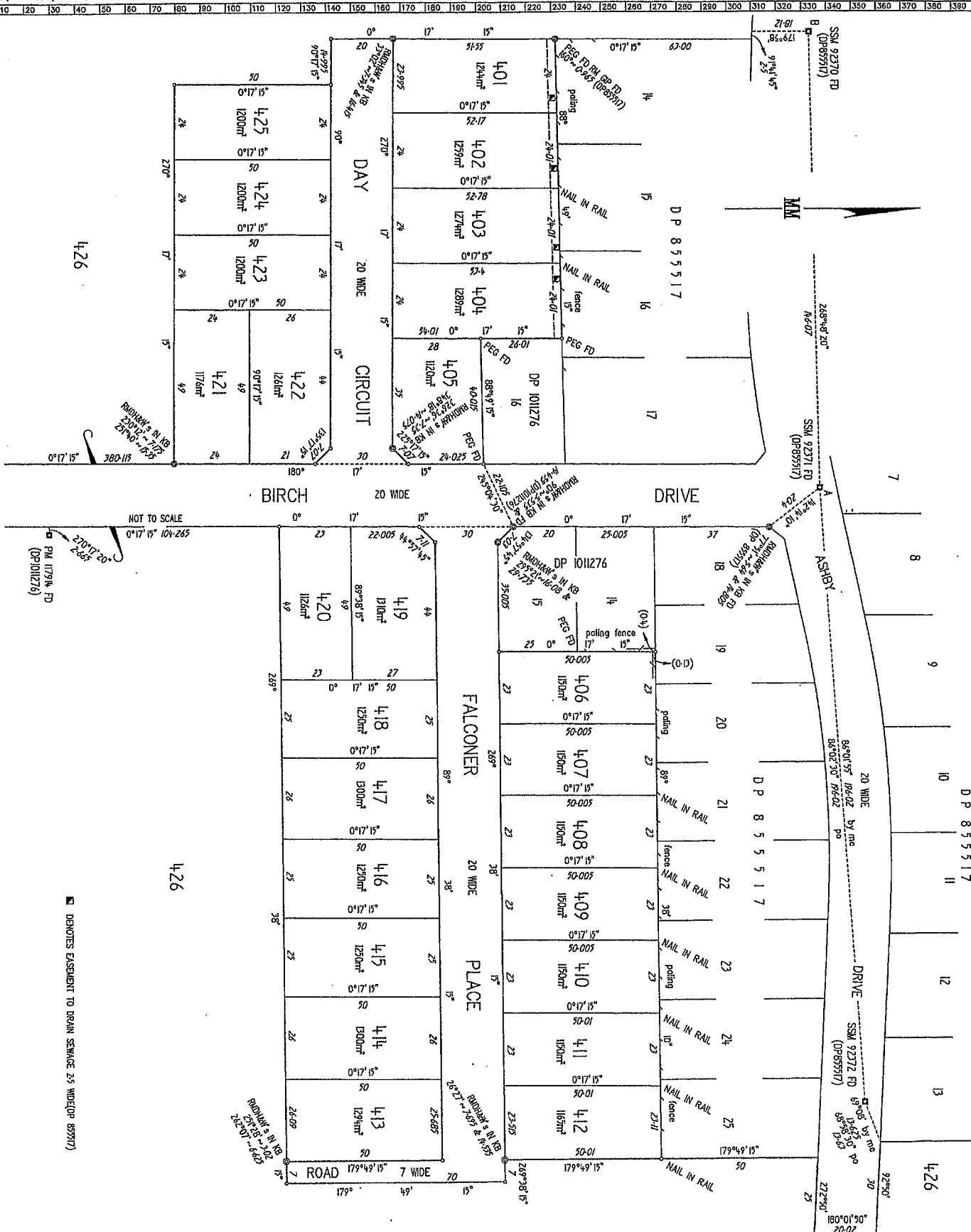
I, NERES JONES SAUER
 of P.O. BOX 4, ASSOCIATES PTY LTD,
 4/18 ROBERT STREET, DUNSTON, ACT 268,
 a surveyor registered under the Surveyors Act 1992, hereby
 certify that the survey represented in this plan is correct
 and that the same was made by me or under my supervision
 in accordance with the provisions of the said Act 1992.
 The survey relates to: LOTS 1-23 AND 4/26
 (Area greater than that actually surveyed or specified by law
 where in the plan that is not the subject of the survey)
 Date of Survey: 19/11/2002
 Signature: *[Signature]*
 Name: Neres Jones Sauer
 Surveyor registered under
 Surveyors Act 1992

Plans used in preparation of survey/compilation.
 DP 855517
 DP 1011276
 DP 1030937

PLAN FOR USE ONLY for statements of intention
 to dedicate public roads, to create public reserves,
 to create public utility easements or to create public
 use of land or positive easements.

IT IS HEREBY TO BE DEDICATED PALMCREST PLACE,
 DAY CROFT ROAD AND ROAD 7 WIDE TO THE PUBLIC
 AS PUBLIC ROADS

PREPARED TO SECTION 88B OF THE CONVEYANCING
 ACT 1919, AS AMENDED. IT IS HEREBY TO BE CREATED
 1) RESTRICTION AS TO USER
 2) RESTRICTION AS TO USER



Plan Drawing only to appear in this space

■ DENOTES EASEMENT TO DRAIN SEWAGE 23' WIDE(DP 855717)

Revision Rule 1. 800
 Reference reference 7812/A CHECKLIST

SUNCORP METWAY LLC, A.C.N.
 010 831 722 BY ITS ATTORNEY
 GLENN ANTHONY CHENEY,
 WHO CERTIFIES THAT I AM A
 LEVEL 1 ATTORNEY PURSUANT
 TO POWER OF ATTORNEY BOOK
 389 NO. 372 OF WHICH I HAVE
 RECEIVED NO NOTICE OF
 REVOCATION
 SIGNED IN MY PRESENCE BY
 THE SAID ATTORNEY WHO IS
 PERSONALLY KNOWN TO ME

[Signature]
 WITNESSES
[Signature]

[Signature]
 D. J. SUMMERS
 DIRECTOR

[Signature]
 A. BLUMBERG
 DIRECTOR



Form 1000 where space is indicated in this point on Form 2

[Signature]
 Grant Cook

Stamp: Registered under Companies Act 1998, as amended
 This is sheet 2 of the plan of DP 1046889 dated 19th SEPTEMBER 2002

Registered: DP1046889
 19-11-2002
 This is sheet 2 of my plan in 2 sheets,
 dated 19th SEPTEMBER 2002

Stamp: Registered under Companies Act 1998, as amended

DP1046889

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

Lengths are in metres	Sheet 1 of 4 sheets
Plan:	Subdivision of Lot 5 DP1030937

PART 1

Full name and address of proprietor of Land: Elmslea Land Developments Pty Limited

1. **Identity of restriction firstly referred to in abovementioned plan** **Restriction as to User**

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Each lot	Lots 401 - 425 incl

2. **Identify of restriction secondly referred to in abovementioned plan** **Restriction as to User**

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Each lot	Lots 401 - 425 inclusive

PART 2

A Terms of restrictions as to user firstly referred to in the abovementioned plan

No dwelling may be erected on any lot burdened unless the gross floor area of the dwelling (excluding any garage) is not less than 120 square metres.

No garage may be erected on any lot burdened unless:

- (a) that garage accommodates a minimum of one motor car;
- (b) the garage is of similar design and finish to the dwelling constructed on the lot;
- (c) the garage is constructed concurrently with the dwelling

DP1046889

Lengths are in metres
Plan:

Sheet 2 of 4 sheets
Subdivision of Lot 5 DP1030937

B Terms of restrictions as to user secondly referred to in the abovementioned plan

- 1 No prefabricated carport or prefabricated or metal, hardiplank or timber-clad garage may be constructed on any lot burdened unless it is of similar design, standard and finish to the dwelling erected.
- 2 No garage, carport or other detached structure is to be constructed on any lot prior to the construction of a dwelling on the lot burdened.
- 3 No goods (including boats, trailers, caravans and the like) may be stored openly on any lot.
- 4 No incinerator may be placed or used upon any lot burdened or part thereof.
- 5 No commercial vehicle may be regularly parked on any lot burdened unless it is wholly contained within a garage or carport built in compliance with this instrument.
- 6 No commercial vehicle may be regularly parked on any road or public place within the area delineated in the above plan as a road or public place.
- 7 No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Elmslea Land Developments Pty Ltd without the consent of Elmslea Land Developments Pty Ltd but such consent shall not be withheld if such fence is to be erected without cost or expense to Elmslea Land Developments Pty Ltd provided that this restriction shall remain in force only during such time as Elmslea Land Developments Pty Ltd is the registered proprietor of any lot in the within plan or any land immediately adjoining the land in the within plan.
- 8 For the purposes of 5 and 6 "commercial vehicle" means:
 - (a) any motor vehicle or any trailer (including but not limited to a lorry, utility truck, van or prime mover) which is constructed principally for the conveyance of goods or merchandise or for the conveyance of any kind of material used in any trade, business or industry, or for use in any work or sport whatsoever other than the conveyance of persons; and
 - (b) any motor vehicle fitted or constructed so as to seat more than 8 persons including the driver.
- 9 No fence (excluding front fence) shall be constructed on the boundaries between any lot burdened and a road, path or reserve unless it is 1.8 metres in height and is constructed of lapped and capped palings stained in a colour approved by Elmslea Land Developments Pty Ltd on the external face with the posts and rails facing into the lot, or of other materials approved in writing by Elmslea Land Developments Pty Ltd prior to construction of the fence.
- 10 No site works on a lot, including clearing of existing vegetation, cut and fill, retaining walls, batters and the like may occur without the written consent of Yarrawlumla Shire Council. All works must be carried out in accordance with Yarrawlumla Shire Council guidelines on erosion and sediment control and such erosion and sediment measures must be maintained until site and building works are completed and the site has been stabilised to the satisfaction of Yarrawlumla Shire Council.

DP1046889

Lengths are in metres
Plan

Sheet 3 of 4 sheets
Subdivision of Lot 5 DP1030937

- 11 No fence greater than 1 metre in height may be erected in front of a designated building line unless otherwise approved in writing by Yarrawlumla Shire Council.
- 12 No lot shall be subdivided without the prior written consent of Yarrawlumla Shire Council.
- 13 No building shall be constructed on any lot which contains fill exceeding 0.5 metres in depth unless Yarrawlumla Shire Council has received a report acceptable to it from an appropriately qualified engineer which includes:
 - (a) a geotechnical appraisal of the lot;
 - (b) a recommendation of an appropriate form of foundation to be used for the building on the lot; and the plans for the building lodged with the Yarrawlumla Shire Council for approval show that the foundation of the building proposed to be constructed are in accordance with the engineer's recommendations.
- 14 No building shall be erected and used for the purpose of a display home, exhibition home or any similar use without the prior written consent of Elmslea Land Developments Pty Ltd.

The person empowered to grant approvals under, release, vary or modify the Restriction as to user firstly and secondly referred to in the abovementioned plan is Elmslea Land Developments Pty Ltd or its assigns, **PROVIDED** that the person or authority empowered to grant approvals under, release, vary or modify paragraphs 10, 11, 12 and 13 of Restrictions as to user secondly referred to in the abovementioned plan is the Council of Yarrawlumla Shire without the consent of any other person or persons provided that any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requested such release, variation or modification.

The person requesting such release, variation or modification must pay the reasonable costs of the person empowered to approve, release, vary or modify the Restrictions as to user in connection with its consideration of that approval, variation or modification.

Dated the

day of

2002

THE COMMON SEAL of Elmslea
Land Developments Pty Ltd ACN
is affixed in accordance with its
constitution in the presence of:



Director

A. Brinkmeyer
A. BRINKMEYER

Secretary

J. Brinkmeyer
J. BRINKMEYER

A handwritten signature, likely of the Director, located at the bottom center of the page.

DP1046889

Lengths are in metres
Plan:


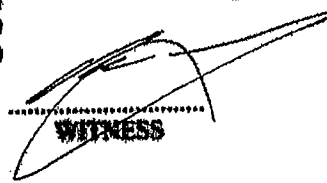
Sheet 4 of 4 sheets
Subdivision of Lot 5 DP1030937

Signed on behalf of SUNCORP-METWAY LIMITED

Signed on behalf of Yarrawlumla Shire Council

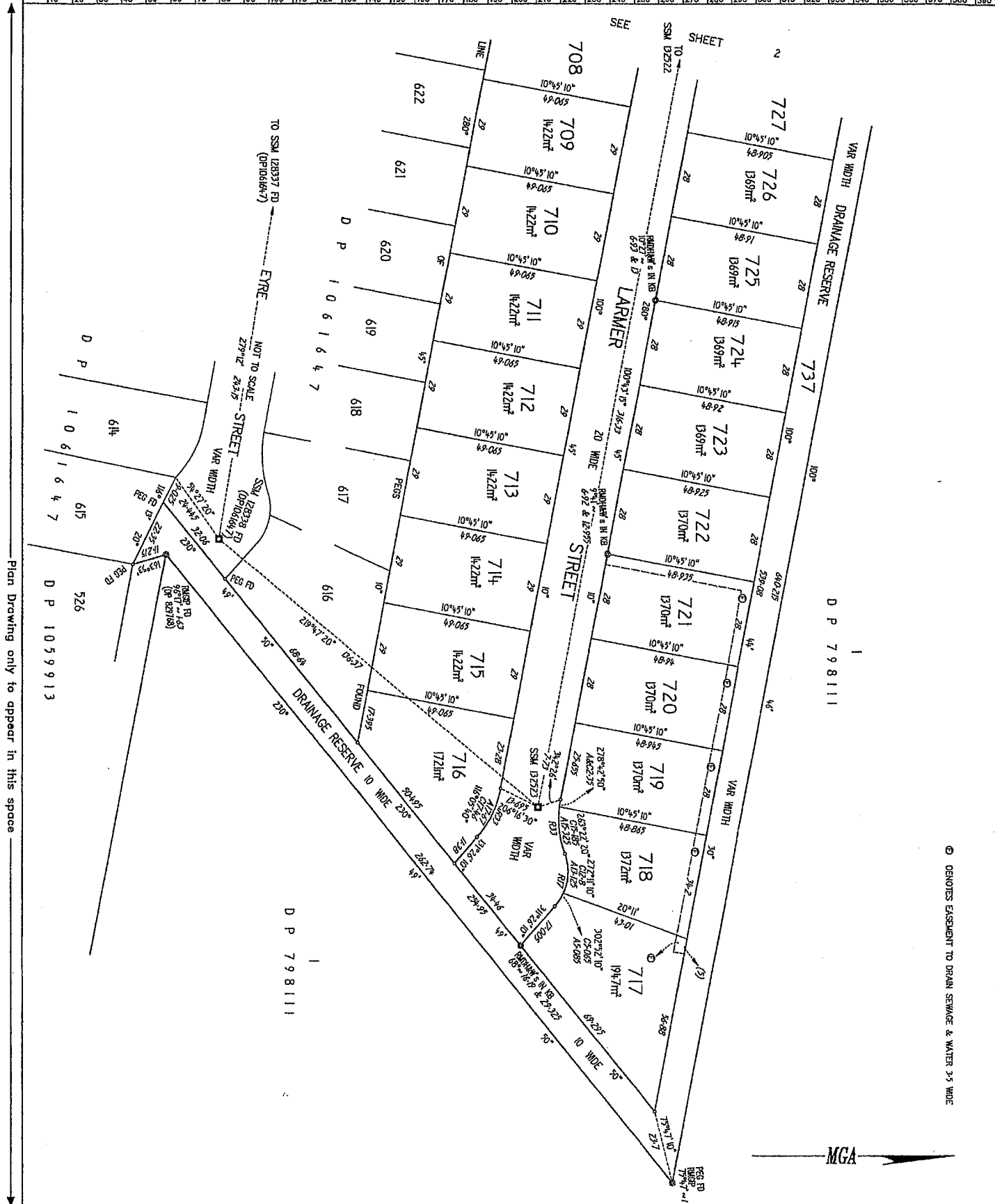


SUNCORP-METWAY Ltd. A.C.N.)
010 831 722 BY ITS ATTORNEY)
GLENN ANTHONY CHENEY)
WHO CERTIFIES THAT I AM A)
LEVEL 1 ATTORNEY PURSUANT)
TO POWER OF ATTORNEY BOOK)
3859 NO. 372 OF WHICH I HAVE)
RECEIVED NO NOTICE OF)
REVOCATION)
SIGNED IN MY PRESENCE BY)
THE SAID ATTORNEY WHO IS)
PERSONALLY KNOWN TO ME)



WITNESS

REGISTERED  19.11.2002





⊙ DENOTES EASEMENT TO DRAIN SEWAGE & WATER 3.5 MIDE

MGA

DP1068066

Registered: 26/05/2004
This is sheet 3 of my plan in 3 sheets dated 19th JANUARY 2004

Surveyor registered under Surveying Act 2002

This is Sheet 3 of the plan of 3 sheets covered by my certificate No. 2002-113-3 dated 06 April 2004

[Signature]
David Cook

Form 2
Form 3
Form 4

Reduction Ratio: 800
SURVEYORS REFERENCE: 7812/7

Plan Drawing only to appear in this space

DP1068066

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

Lengths are in metres	Sheet 1 of 5 sheets
Plan:	Subdivision of Lot 633 DP1061647

PART 1

Full name and address of proprietor of Land: Elmslea Land Developments Pty Limited
ACN 066 447 265
having its registered office at Shop 12
Ground Floor, City Link Plaza,
30 Morisset Street,
Queanbeyan NSW 2620

1. Identity of easement firstly referred to in abovementioned Plan Easement to drain water 2.5 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Lots 701 - 705	Eastern Capital City Regional Council

2. Identity of easement secondly referred to in abovementioned Plan Easement to drain sewage and water 3.0 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Lots 706	Eastern Capital City Regional Council

3. Identity of easement thirdly referred to in abovementioned Plan Easement to drain sewage and water 3.5 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Lots 717 - 721	Eastern Capital City Regional Council

4. Identity of restriction fourthly referred to in abovementioned Plan Restriction as to user

DP1068066

Lengths are in metres
Plan:

Sheet 2 of 5 sheets
Subdivision of Lot 633 DP1061647

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Each lot	Lots 701 - 736 inclusive

5. **Identity of restriction fifthly referred to in abovementioned Plan** **Restriction as to User**

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots or authority benefited
Each lot	Lots 701 - 736 inclusive

PART 2

A **Terms of Easement firstly referred to in the abovementioned Plan**

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times by means of pipes to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through those parts of the Lots burdened shown in the abovementioned plan together with the right to use for the purposes of easements any line of pipes already laid within the easement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement and together with the right for the Authority benefited and every person authorised by it with any tools, implements or machinery necessary for the purpose, to enter upon easement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the easement to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original conditions.

B **Terms of Easement as to User secondly and thirdly referred to in the abovementioned Plan**

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times by means of pipes to drain sewage and water in any quantities across and through those parts of the Lots burdened shown in the abovementioned plan together with the right to use for the purposes of easements any line of pipes already laid within the easement for the purpose of draining sewage and water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement and together with the right for the Authority benefited and every person authorised by it with any tools, implements or machinery necessary for the purpose, to enter upon easement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the easement to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to

DP1068066

Lengths are in metres
Plan:

Sheet 3 of 5 sheets
Subdivision of Lot 633 DP1061647

ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original conditions.

C Terms of Restriction as to User fourthly referred to in the abovementioned Plan

No dwelling may be erected on any Lot burdened unless the gross floor area of the dwelling (excluding any garage) is not less than 120 square metres.

D Terms of Restriction as to User fifthly referred to in the abovementioned Plan

- 1 No goods (including boats, trailers, caravans and the like) may be stored openly on any lot.
- 2 No incinerator may be placed or used upon any lot burdened or part thereof.
- 3 No commercial vehicle may be regularly parked on any lot burdened unless it is wholly contained within a garage or carport built in compliance with this instrument.
- 4 No commercial vehicle may be regularly parked on any road or public place within the area delineated in the above plan as a road or public place.
- 5 No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Elmslea Land Developments Pty Limited without the consent of Elmslea Land Developments Pty Limited but such consent shall not be withheld if such fence is to be erected without cost or expense to Elmslea Land Developments Pty Limited provided that this restriction shall remain in force only during such time as Elmslea Land Developments Pty Limited is the registered proprietor of any lot in the within plan or any land immediately adjoining the land in the within plan.
- 6 For the purposes of 3 and 4 "commercial vehicle" means:
 - (a) any motor vehicle or any trailer (including but not limited to a lorry, utility truck, van or prime mover) which is constructed principally for the conveyance of goods or merchandise or for the conveyance of any kind of material used in any trade, business or industry, or for use in any work or sport whatsoever other than the conveyance of persons; and
 - (b) any motor vehicle fitted or constructed so as to seat more than 8 persons including the driver.
- 7 No fence (excluding front fence) shall be constructed on the boundaries between any lot burdened and a road, path or reserve unless it is 1.8 metres in height and is constructed of lapped and capped palings stained in a colour approved by Elmslea Land Developments Pty Limited on the external face with the posts and rails facing into the lot, or of other materials approved in writing by Elmslea Land Developments Pty Limited prior to construction of the fence.
- 8 No site works on a lot, including clearing of existing vegetation, cut and fill, retaining walls, batters and the like may occur without the written consent of Eastern Capital City Regional Council. All works must be carried out in accordance with Eastern Capital City Regional Council guidelines on erosion and sediment control and such

DP1068066

Lengths are in metres

Sheet 4 of 5 sheets

Plan:

Subdivision of Lot 633 DP1061647

erosion and sediment measures must be maintained until site and building works are completed and the site has been stabilised to the satisfaction of Eastern Capital City Regional Council.

- 9 No fence greater than 1 metre in height may be erected in front of a designated building line unless otherwise approved in writing by Eastern Capital City Regional Council.
- 10 No lot shall be further subdivided.
- 11 No building shall be constructed on any lot which contains fill exceeding 0.5 metres in depth unless Eastern Capital City Regional Council has received a report acceptable to it from an appropriately qualified engineer which includes:
 - (a) a geotechnical appraisal of the lot;
 - (b) a recommendation of an appropriate form of foundation to be used for the building on the lot; and the plans for the building lodged with the Eastern Capital City Regional Council for approval show that the foundation of the building proposed to be constructed are in accordance with the engineer's recommendations.
- 12 No building shall be erected and used for the purpose of a display home, exhibition home or any similar use without the prior written consent of Elmslea Land Developments Pty Limited.

The person or Authority empowered to release, vary or modify the Easement firstly, secondly and thirdly referred to in the abovementioned plan is the Eastern Capital City Regional Council without the consent of any other person or persons provided that any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release, variation or modification.

The person empowered to grant approvals under, release, vary or modify the Restriction as to User fourthly and fifthly referred to in the abovementioned plan is Elmslea Land Developments Pty Limited or its assigns, **PROVIDED** that the person or authority empowered to grant approvals under, release, vary or modify paragraphs 8, 9 and 11 of Restrictions as to User fifthly referred to in the abovementioned plan is the Eastern Capital City Regional Council without the consent of any other person or persons provided that any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release, variation or modification.

The person requesting such release, variation or modification must pay the reasonable costs of the person empowered to approve, release, vary or modify the Restrictions as to User in connection with its consideration of that approval, variation or modification.

Dated the

16th

day of

APRIL

2004

DP1068066

Lengths are in metres

Sheet 5 of 5 sheets

Plan:

Subdivision of Lot 633 DP1061647

THE COMMON SEAL of Elmslea
Land Developments Pty Limited ACN 066 447 265
is affixed in accordance with its
constitution in the presence of:



[Signature]
Director **A. BRINKMEYER**

[Signature]
Secretary **J. BRINKMEYER**

Signed on behalf of Eastern Capital City
Regional Council

[Signature]
JOHN WRIGHT
MANAGER PLANNING

SUNCORP METWAY LTD A.C.N.
010 831 722 BY ITS ATTORNEY

JASON NICHOLAS AVERY

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK 3859
NO. 372 OF WHICH THEY HAVE RECEIVED
NO NOTICE OF REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

[Signature]
[Signature]
WITNESS
Doug Chown

REGISTERED  RW 26.05.2004

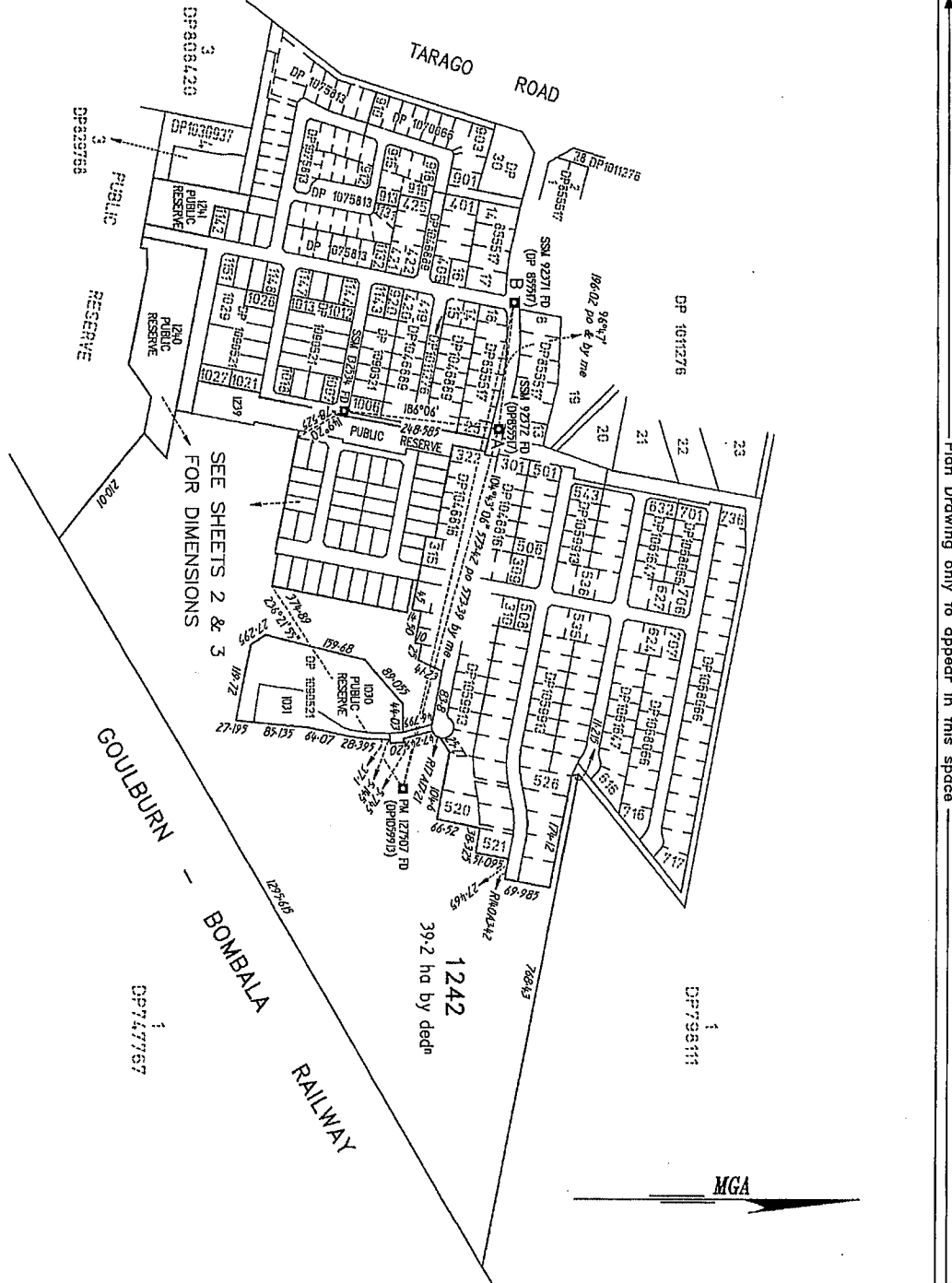
PLAN FORM 2
 SIGNATURE AND SEALS ONLY

[Signature]
 DIRECTOR
 MURRAY



PLAN APPROVED
 Authorised Officer
 Land District
 Field Book
 Page

Subdivision Certificate
 I certify that the provisions of a lot of the Employment Planning and Assessment Act 1979 have been satisfied in relation to the proposed Subdivision.
 (Insert Subdivision or Plan number) and land out of which and the subdivision is for residential purposes in accordance with a ZONING PLAN of the Department of Lands, Housing and Heritage.
 I authorised [Signature] General Manager/Assistant Director
 Date of endorsement: 10/10/06
 Location: Lot 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



NOTE: ALL DIMENSIONS SURROUNDING LOT 1242 ARE PLAN ORIGINAL
 SSM 92271 - SSM 129339 19°30'25" ~ 233445
 SSM 92271 - PM 127907 102°41'25" ~ 76800 by m

MARK	SURVEYING REGULATION 2001 - CLAUSE 20			ZONE	CLASS ORDER
	EASTING	NORTHING	HEIGHT		
SSM 92271	72268-979	6097012-893	55	A	1
SSM 92271	72268-910	6097012-045	55	A	3
PM 127907	72229-228	609687-192	55	A	1

SOURCE: MGA CO-ORDINATES FROM SOURCE IS JULY 2005 ZONE SCALE FACTOR 1.00000

DP1103174

Registered: 9-10-2004
 CA: SEE CERTIFICATE
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: S127-2-N-1
 S127-1-N-1
 Last Plan: DP1103174
 PLAN OF SUBDIVISION OF
 LOT 1052 DP 1090521
 Lengths are in metres. Resolution Ratio: 5000
 L G A PALERANG
 BUNGENDORE
 CURRAUNDOLLY
 MURRAY
 This is sheet 1 of my plan in 3 sheets.
 I, PETER JAMES SHAW
 of P.J. SHAW & ASSOCIATES PTY LTD
 4/10 KENNEDY STREET, BUNSTOWN, ACT 2804
 a surveyor registered under the Surveying Act 2002, hereby
 certify that the survey represented on this plan is correct.
 Regulation 2007 and any completed on 20th Oct 2008.
 The survey relates to - LOTS 1201 - 1242, SUBDIVISION
 I have verified the field work, and certify my first
 shown to be the plan that is not the subject of the survey.
 Date: 20/10/08
 Signature: *[Signature]*
 Name: Peter James Shaw
 Surveyor
 Surveying Act 2002
 Plans used in preparation of survey/contamination:
 DP 1070266 DP 1064689 DP 1070221
 DP 1068066 DP 1068066
 DP 671717 DP 1079112
 DP 1079117 DP 1079117
 DP 1079117 DP 1079117
 DP 1079117 DP 1079117
 PANEL FOR USE ONLY for statements of intention
 to dedicate public roads, to create public reserves,
 or other public purposes, or for other public
 use of land or public convenience.
 IT IS INTENDED TO DEDICATE THE EXPANSIONS TO
 MCALISTER DRIVE & MADAMON DRIVE, JONES STREET
 LANE, STREET & MADAMON DRIVE TO THE PUBLIC
 AS PUBLIC ROADS.
 IT IS INTENDED TO CREATE LOTS 129, 120 & 121
 AS PUBLIC RESERVE.
 PURSUANT TO SECTION 88B OF THE COMPANIONING
 ACT 1979, AS AMENDED, IT IS INTENDED TO CREATE-
 1) EASEMENT TO DEAN SERVICE 25 MERE
 2) EASEMENT TO DEAN SERVICE 25 MERE
 3) EASEMENT TO DEAN SERVICE 25 MERE
 4) EASEMENT TO DEAN SERVICE & WARDEN 3 MERE
 5) RESTRICTION ON USE OF LAND
 6) RESTRICTION ON USE OF LAND
 7) RESTRICTION ON USE OF LAND
 8) RESTRICTION ON USE OF LAND

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

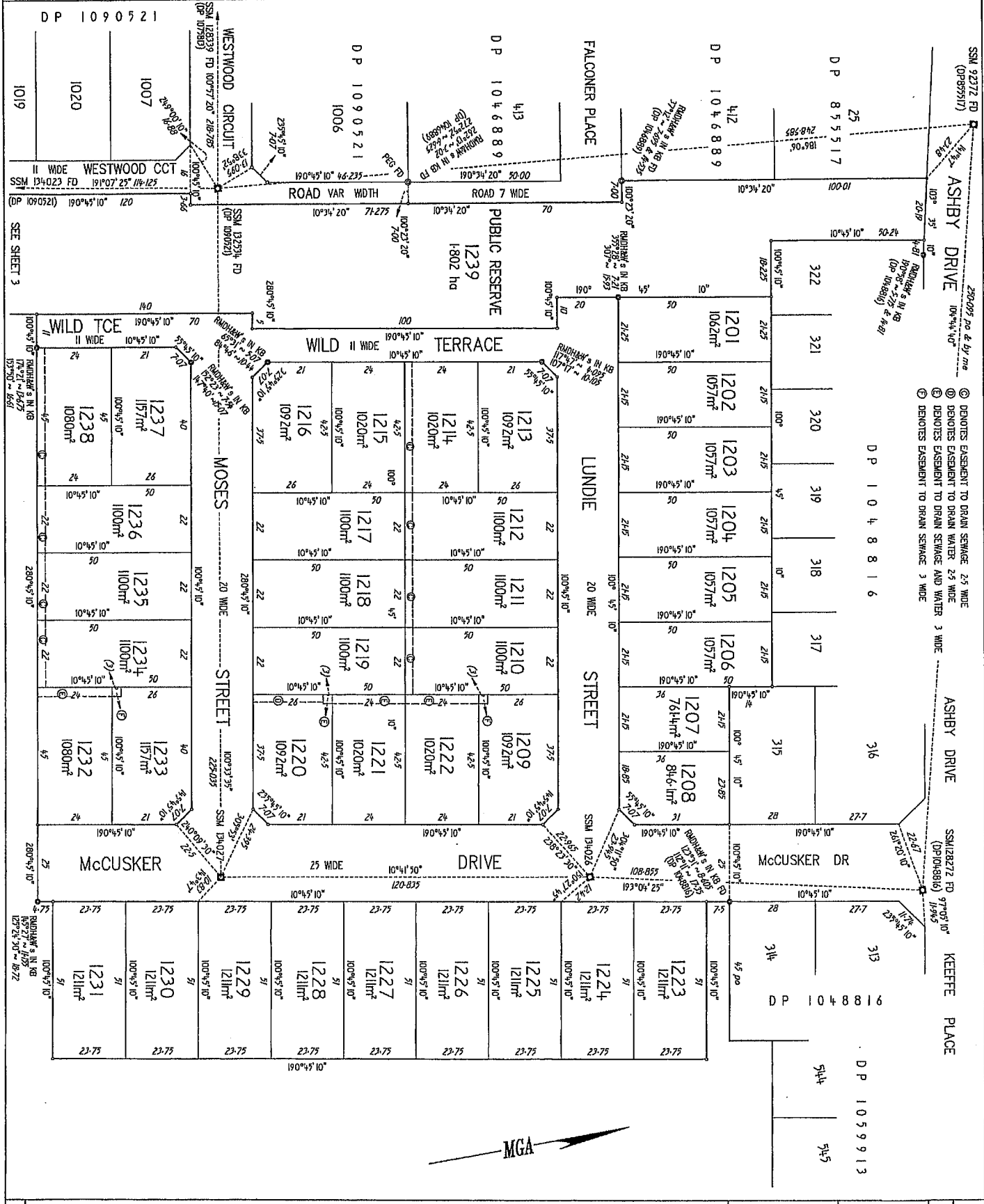
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Ref:17/5832 /Src:M

PLAN FORM 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

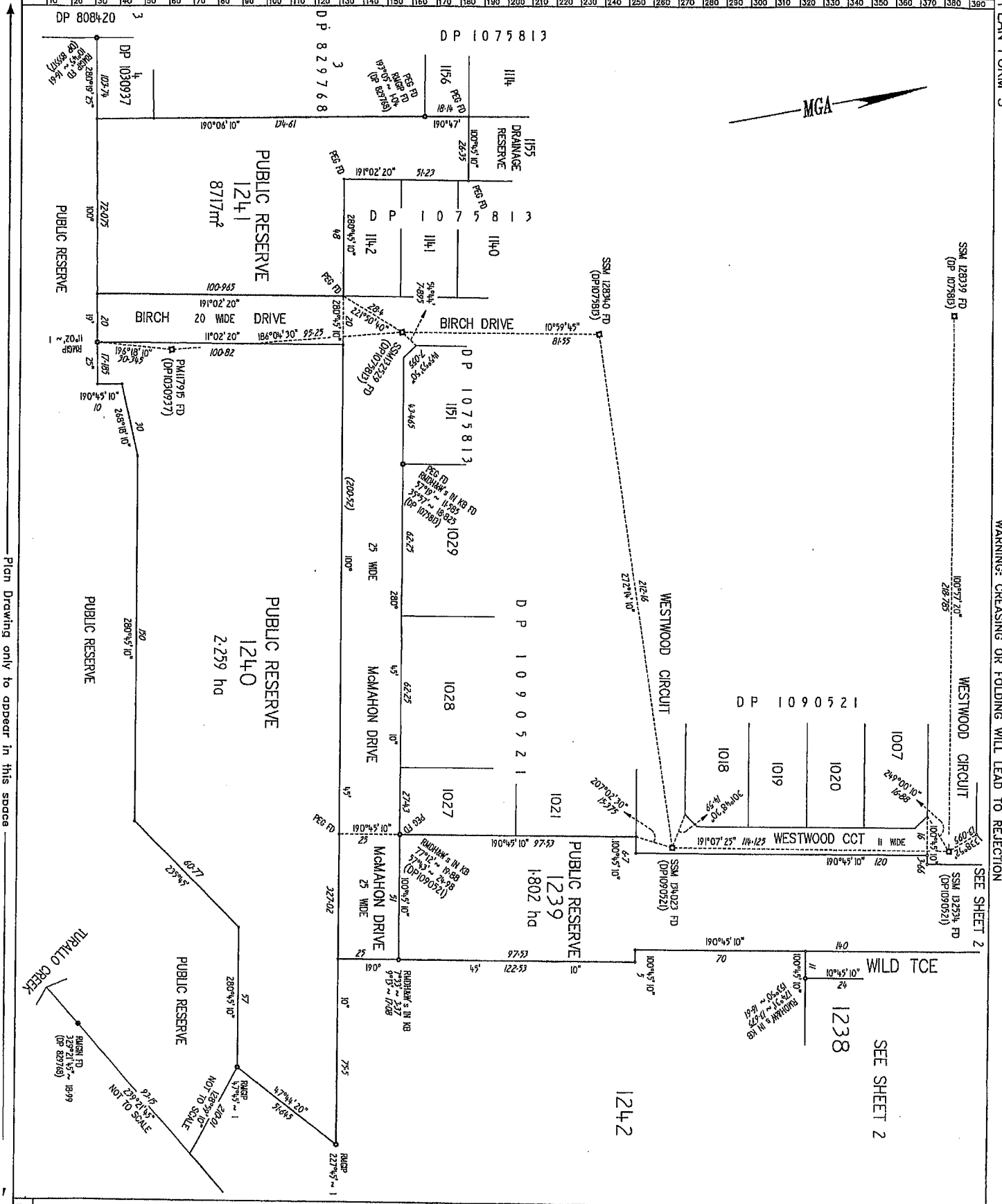


Registered: **DP1103174**
 This is sheet 2 of my plan in 3 sheets.
 dated 27th JULY 2005

Signature: *[Signature]*
 Stamp: Notified under Stamp Act 2002

For use where space is insufficient to be printed on this sheet.
 Stamp: Notified under Stamp Act 2002

Revised: 10/10/05
 Scale: 1:500
 Date: 10/10/05



Plan Drawing only to appear in this space

DP1103174

Registered: 12/09/2006
 This is sheet 3 of my plan in 3 sheets
 dated 27th JULY 2006

Signature: *[Signature]*
 Computer registered under Survey Act 2002
 This is sheet 3 of the plan of 1238/2006
 which is covered by my Certificate No.

For use: where space is insufficient in my plan on Form 2
 David Clark

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

(Sheet 1 of 5 sheets)

DP1103174

Subdivision of the land referred to in Council Clerk's
Certificate reference subdivision number 2002-DA-113
and dated 5 September 2006 duly endorsed on the said Plan.

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


**ELMSLEA LAND DEVELOPMENTS PTY LIMITED
ACN 066 447 265
of 30 Morisset Street Queanbeyan NSW 2620**

PART 1 (CREATION)

Number of item shown in the intention panel on the Plan	Identity of easement, profit aprendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lots or parcel(s)	Benefited lot(s), road(s), bodies or prescribed authorities
1.	Easement to Drain Sewage 2.5 Wide	Lots 1210, 1211, 1212, 1214, 1234, 1235, 1236 and 1238	Palerang Council
2.	Easement to Drain Sewage 3 Wide	Lots 1209 and 1233	Palerang Council
3.	Easement to Drain Water 2.5 Wide	Lot 1220	Palerang Council
4.	Easement to Drain Sewage & Water 3 Wide	Lots 1220, 1221, 1222, and 1232	Palerang Council
5.	Restriction on the Use of Land	Lots 1201 to 1238	Lot 1201 to 1238 inclusive
6.	Restriction on the Use of Land	Lots 1201 to 1238	Lots 1201 to 1238 inclusive
7.	Restriction on the Use of Land	Lots 1202 to 1238 inclusive	Lots 1202 to 1238 inclusive
8.	Restriction on the Use of Land	Lot 1201	Lot 1201

PART 2

1. TERMS OF EASEMENT TO DRAIN SEWAGE 2.5 WIDE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Easement to drain sewage as defined in Part ⁴~~IV~~ of the Schedule ^{4A}~~IVA~~ of the Conveyancing Act 1919. 




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

(Sheet 2 of 5 sheets)


DP1103174

Subdivision of the land referred to in Council Clerk's
Certificate reference subdivision number 2002-DA-113
and dated 5 September 2006 duly endorsed on the said Plan.


**2. TERMS OF EASEMENT TO DRAIN SEWAGE 3 WIDE SECONDLY REFERRED
TO IN THE ABOVEMENTIONED PLAN**

Easement to drain sewage as defined in Part ⁴~~IV~~ of the Schedule ^{4A}~~IVA~~ of the Conveyancing Act 1919. 

**3. TERMS OF EASEMENT TO DRAIN WATER 2.5 WIDE THIRDLY REFERRED
TO IN THE ABOVEMENTIONED PLAN**

Easement to drain water as defined in Part ³~~III~~ of the Schedule ^{4A}~~IVA~~ of the said Act 

**4. TERMS OF EASEMENT TO DRAIN SEWAGE AND WATER 3 WIDE FOURTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN**

Easement to drain sewage as defined in Part ⁴~~IV~~ of the Schedule ^{4A}~~IVA~~ of the Conveyancing Act 1919 and easement to drain water as defined in Part ³~~III~~ of the Schedule ^{4A}~~IVA~~ of the said Act 

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

No dwelling may be erected on any lot burdened unless the gross floor area of the dwelling (excluding any garage) is not less than 120 square metres.

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

1. No goods (including boats, trailers, caravans and the like) may be stored openly on any lot.
2. No incinerator may be placed or used upon any lot burdened or part thereof.
3. No commercial vehicle may be regularly parked on any lot burdened unless it is wholly contained within a garage or carport built in compliance with this instrument.



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

(Sheet 3 of 5 sheets)

DP1103174

Subdivision of the land referred to in Council Clerk's
Certificate reference subdivision number 2002-DA-113
and dated 5 September 2006 duly endorsed on the said Plan.

4. No commercial vehicle may be regularly parked on any road or public place within the area delineated in the above plan as a road or public place.
5. For the purpose of 3 and 4 "**commercial vehicle**" means:-
 - (a) Any motor vehicle or any trailer (including but not limited to a lorry, utility, truck, van or prime mover) which is constructed principally for the conveyance of goods or merchandise or for the conveyance of any kind of material used in any trade, business or industry, or for use in any work or sport whatsoever other than the conveyance of persons; and
 - (b) any motor vehicle fitted or constructed so as to seat more than 8 persons including the driver.
6. No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Elmslea Land Developments Pty Limited without the consent of Elmslea Land Developments Pty Limited but such consent shall not be withheld if such fence is to be erected without cost or expense to Elmslea Land Developments Pty Limited provided that this restriction shall remain in force only during such time as Elmslea Land Developments Pty Limited is the registered proprietor of any lot in the within plan or any land immediately adjoining the land in the within plan.
7. No site works on a lot, including clearing of existing vegetation, cut and fill, retaining walls, batters and the like may occur without the written consent of Palerang Council. All works must be carried out in accordance with Palerang Council guidelines on erosion and sediment control and such erosion and sediment measures must be maintained until site and building works are completed and the site has been stabilised to the satisfaction of Palerang Council.
8. No fence greater than 1 metre in height may be erected in front of a designated building line unless otherwise approved in writing by Palerang Council.
9. No lot shall be further subdivided.
10. No building shall be constructed on any lot which contains fill exceeding 0.5 metres in depth unless Palerang Council has received a report acceptable to it from an appropriately qualified engineer which includes:-
 - (a) A Geotechnical appraisal of the lot.



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

(Sheet 4 of 5 sheets)

DP1103174

Subdivision of the land referred to in Council Clerk's
Certificate reference subdivision number 2002-DA-113
and dated 5 September 2006 duly endorsed on the said Plan.

- (b) A recommendation of an appropriate form of foundation to be used for the building on the lot, and the plans for the building lodged with the Palerang Council for approval show that the foundations of the building proposed to be constructed are in accordance with the engineer's recommendations.

11. No building shall be erected and used for the purpose of a display home, exhibition home or any similar use without the prior written consent of Elmslea Land Developments Pty Limited.

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

No fence (excluding front fence) shall be constructed on the boundaries between any lot burdened and a road, path or reserve unless it is 1.8 metres in height and is constructed of colorbond steel; willow colour, Lysaght Smartascreen profile on the external face with posts and rails facing into the lot, or of other materials approved in writing by Elmslea Land Developments Pty Limited prior to construction of the fence.

8. TERMS OF RESTRICTION ON THE USE OF LAND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No fence (excluding front fence) shall be constructed on the boundaries between any lot burdened and a road, path or reserve unless it is 1.8 metres in height and is constructed of colorbond steel; cream colour, Lysaght Smartascreen profile on the external face with posts and rails facing into the lot, or of other materials approved in writing by Elmslea Land Developments Pty Limited prior to construction of the fence.

The person or Authority empowered to release, vary or modify the Easement firstly, secondly, thirdly and fourthly referred to in the abovementioned plan is the Palerang Council without the consent of any other person or persons provided that any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release, variation or modification.

The person empowered to grant approvals under, release, vary or modify the Restriction on the Use of Land fifthly, sixthly, seventhly and eighthly referred to in the abovementioned plan is Elmslea Land Developments Pty Limited or its assigns **PROVIDED** that the person or Authority empowered to grant approvals under release, vary or modify Paragraphs 7, 8, 9 and 10 of the Restriction on the Use of Land User sixthly referred to in the abovementioned plan is the Palerang Council without the consent of any other person or persons provided that any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release, variation or modification.



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

(Sheet 5 of 5 sheets)

DP1103174

Subdivision of the land referred to in Council Clerk's
Certificate reference subdivision number 2002-DA-113 and
dated 5 September 2006 duly endorsed on the said
Plan.

The COMMON SEAL of ELMSLEA LAND
DEVELOPMENTS PTY LIMITED ACN 066
447 265 was hereunto affixed in the presence
of:-



Director

LEE-JAY
BRINKMEYER

Secretary

JUTTA BRINKMEYER

SIGNED by PALERANG COUNCIL by its
authorised officer in the presence of:

Witness Signature:

KEITH ROBERT DAVIES

Full Name:

PALERANG COUNCIL

Address: 4 MAJARA STREET
BUNGENDORE NSW 2621

Signature Authorised Officer of Palerang Council

Don William McFarlane

Full Name:

Palerang Council

Address: 4 MAJARA STREET
BUNGENDORE NSW 2621

REGISTERED  12 9-10-2006



Form: D6M
Licence: Extracted from LPI Website
Licensee: Commonwealth Bank of Australia
Bank Form Number TLS100NSW
Print Date 150512

MORTGAGE
New South Wales
Real Property Act 1900

AJ220521Q

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.

STAMP DUTY

Office of State Revenue use only

27/11

(A) TORRENS TITLE
(If part only of a title, that part should be clearly identified)

1206/1103174

(B) LODGED BY

23L	COMMONWEALTH BANK OF AUSTRALIA 150 George Street PARRAMATTA NSW 2150 PHONE 1300 690 330 DX 28316 PARRAMATTA REFERENCE (optional): 90203907446 LLPN: 123835G CSB	M
------------	---	----------

(C) MORTGAGOR
(Full name)

Linda Louise McKinnon and Trent Dean McKinnon

(D) for the purpose of securing to the mortgagee the payment of the Amount Owing mortgages to the mortgagee all the mortgagor's estate and interest in the land described above (referred to in this mortgage as The Property).

(E) Encumbrances (if applicable) 1. 2. 3.

(F) MORTGAGEE

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
Australian credit licence 234945



(G)

You (the mortgagor) agree with us (the mortgagee) as follows:

1. The provisions in the memorandum filed pursuant to Section 80A Real Property Act 1900 as number AG251077 are incorporated in this mortgage. You agree to keep to the provisions in the memorandum, and you acknowledge that you received and read a copy of the memorandum before signing this mortgage. A reference to "this mortgage" in this mortgage form, the memorandum or in any annexure to this mortgage is a reference to the mortgage constituted by this mortgage form, the memorandum and each of those annexures.
2. You acknowledge giving this mortgage and incurring obligations and giving rights under it in return for the things we do when we enter into a Secured Agreement.

DATE 5 Jun 2015

(H) I certify that I am an eligible witness and that the mortgagor signed this mortgage in my presence [See note* below] and that the signature is the usual signature of Trent Dean McKinnon:

Trent Dean McKinnon

Signature of witness
(Witness should be an adult who is not a party to the loan)

Paul James Kelleher

Name of witness (BLOCK LETTERS)

1 Hall C. old St. Ewall Act 2617

Address of witness

**s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents*

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor

Trent Dean McKinnon

Signature of MORTGAGOR

I certify that I am an eligible witness and that the mortgagor signed this mortgage in my presence [See note* below] and that the signature is the usual signature of Linda Louise McKinnon:

Linda Louise McKinnon

Signature of witness
(Witness should be an adult who is not a party to the loan)

Paul James Kelleher

Name of witness (BLOCK LETTERS)

1 Hall C. old St. Ewall Act 2617

Address of witness

**s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents*

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor

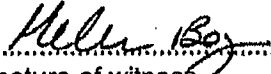
Linda Louise McKinnon

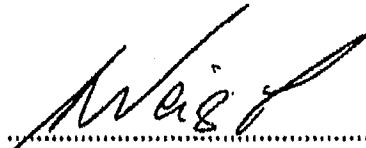
Signature of MORTGAGOR

Sylvia Weight

Signed by
a duly authorised officer of COMMONWEALTH
BANK OF AUSTRALIA and I certify that I am an
eligible witness [See note* below] and that the
said officer signed this mortgage in my
presence:

Certified correct for the purposes of the Real
Property Act 1900 by the mortgagee


.....
Signature of witness


.....
A duly authorised officer of the
MORTGAGEE

Helen Bozikas
.....
Name of witness (BLOCK LETTERS)

150 George Street PARRAMATTA NSW 2150
Address of witness

**s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents*



QPRC



Council Ref: DD0110/2017
Your Ref: 17/5832
Enquiries: Customer Service]]

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

Drainage Diagram No: DD0110/2017
Property Address: Lot 1206 DP 1103174
6 Lundie Street BUNGENDORE NSW 2621

Please find attached the requested Drainage Diagram for the abovementioned property.

Further information may be obtained by telephoning the undersigned on 1300 735 025 or 6238 8111 and quoting the file number shown above.

Yours faithfully

Gordon Cunningham
Service Manager, Utilities
Queanbeyan-Palerang Regional Council

Encl.

OFFICES
144 Wallace St, Braidwood
10 Majara St, Bungendore
256 Crawford St, Queanbeyan

POSTAL
PO Box 348, Bungendore NSW 2621
PO Box 90, Queanbeyan NSW 2620

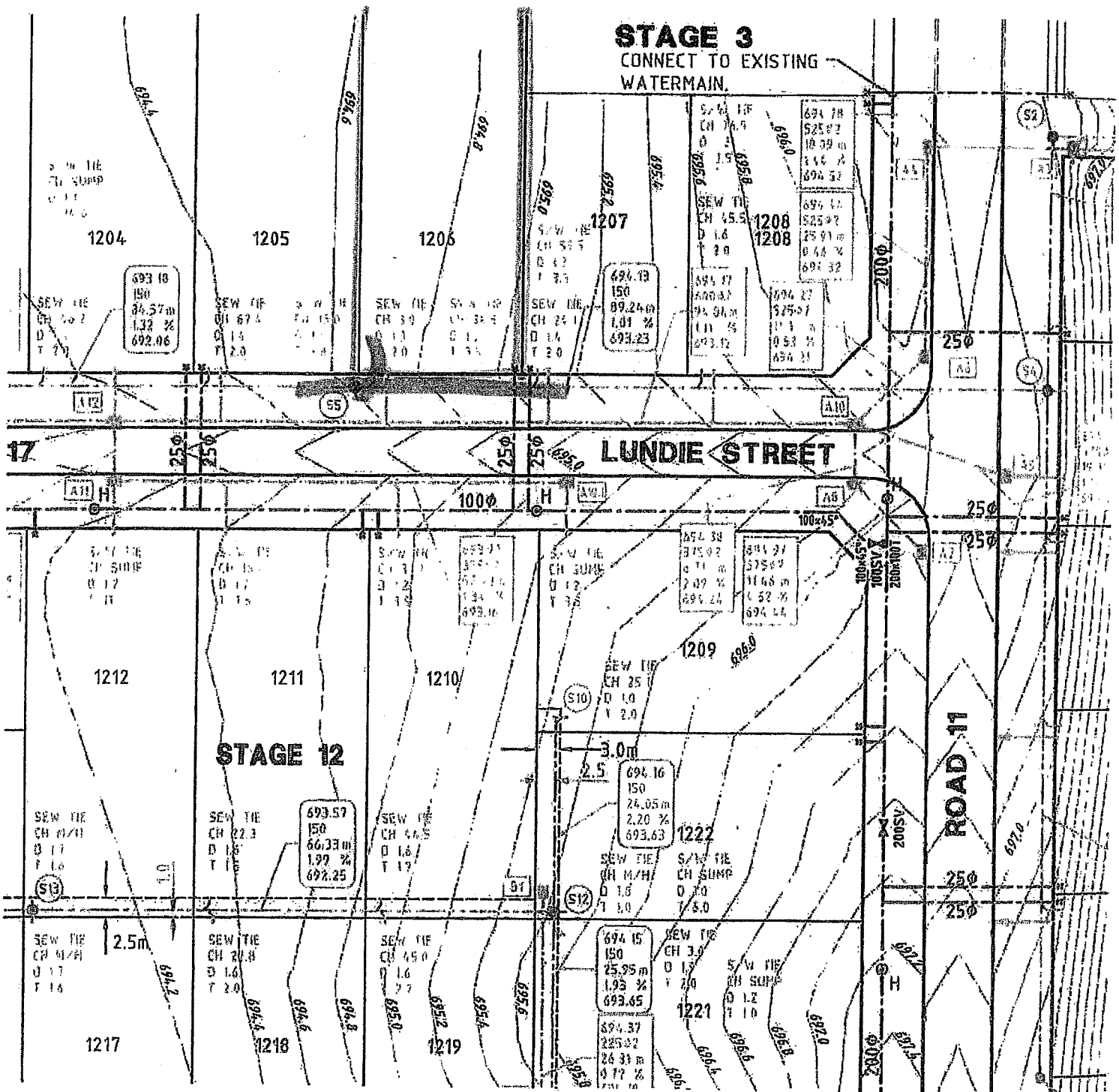
PHONE/FAX
Bungendore/Braidwood
P: 02 6238 8111
Queanbeyan
P: 02 6285 6000 F: 02 6285 6666

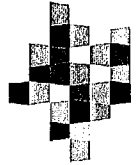
EMAIL/WEB
W: www.qprc.nsw.gov.au
E: council@qprc.nsw.gov.au

ABN 95 933 070 982

STAGE 3

CONNECT TO EXISTING WATERMAIN.





**PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Certificate No.: PL.2020.1269
Your Reference: McCormack
Date of Issue: 20 February 2020

B Curtis
Po Box 2276
TUGGERANONG ACT 2901

Property Number	351098
Property Address:	6 Lundie Street BUNGENDORE NSW 2621
Legal Description:	Lot 1206 DP 1103174

This certificate is provided under Section 10.7(2) of the Act. At the date of this certificate, the subject land is affected by the following matters.

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The *Environmental Planning and Assessment Act 1979* will be referred to in this Certificate as 'the Act'.

Disclaimer:

This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

OFFICES

144 Wallace St, Braidwood
10 Majara St, Bungendore
256 Crawford St, Queanbeyan

POSTAL

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

EMAIL/WEB

W: www.qprc.nsw.gov.au
E: council@qprc.nsw.gov.au

1. Names of relevant instruments and development control plans

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Palerang Local Environmental Plan 2014 and State Environmental Planning Policies (SEPPs) that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy No 21 – Caravan Parks*
 - *State Environmental Planning Policy No 33 – Hazardous and Offensive Development*
 - *State Environmental Planning Policy No 36 – Manufactured Home Estates*
 - *State Environmental Planning Policy No 44 – Koala Habitat Protection*
 - *State Environmental Planning Policy No 50 – Canal Estate Development*
 - *State Environmental Planning Policy No 55 – Remediation of Land*
 - *State Environmental Planning Policy No 64 – Advertising and Signage*
 - *State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development*
 - *State Environmental Planning Policy No 70 – Affordable Housing (Revised Schemes)*
 - *State Environmental Planning Policy (Affordable Rental Housing) 2009*
 - *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004*
 - *State Environmental Planning Policy (Concurrences and Consents) 2018*
 - *State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017*
 - *State Environmental Planning Policy (Exempt and Complying Codes) 2008*
 - *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*
 - *State Environmental Planning Policy (Infrastructure) 2007*
 - *State Environmental Planning Policy (Mining, Petroleum Production & Extractive Industries) 2007*
 - *State Environmental Planning Policy (Primary Production and Rural Development) 2019*
 - *State Environmental Planning Policy (State and Regional Development) 2011*
 - *State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017*
- www.legislation.nsw.gov.au/#!/view/EPI/2012/576/full
www.legislation.nsw.gov.au/#!/view/EPI/2014/623/full

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

No. There are no proposed local environmental planning instruments that are or have been subject of community consultation or on public exhibition under the Act.

Yes. State Environmental Planning Policies (SEPPs) that have been the subject of community consultation or on public exhibition under the Act that may apply to the carrying out of development on land within the Queanbeyan-Palerang Regional Council area:

- Draft State Environmental State Planning Policy (Environment)
 - Remediation of Land State Environmental Planning Policy
 - State Environmental Planning Policy No 21 — Caravan Parks
 - State Environmental Planning Policy No 36 — Manufactured Home Estates
 - State Environmental Planning Policy No 44 — Koala Habitat Protection
 - State Environmental Planning Policy No 55 — Remediation of Land
 - State Environmental Planning Policy No 70 — Affordable Housing (Revised Schemes)
 - State Environmental Planning Policy (Affordable Rental Housing) 2009
 - State Environmental Planning Policy (Exempt and Complying Development Code) 2008
 - State Environmental Planning Policy (Infrastructure) 2007
 - State Environmental Planning Policy (State and Regional Development) 2011
- www.planningportal.nsw.gov.au/draftplans

unless the land is:

- (2) a lot created in accordance with clause 4.1, 4.1AA, 4.1A or 4.1B of the *Palerang Local Environmental Plan 2014*
- (3) a lot created before the commencement of the *Palerang Local Environmental Plan 2014* and on which the erection of a dwelling house was permissible immediately before that commencement, or
- (4) a lot resulting from a subdivision for which development consent (or equivalent) was granted before the commencement of the *Palerang Local Environmental Plan 2014* and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
- (5) an existing holding as defined in the *Palerang Local Environmental Plan 2014*

(f) Whether the land includes or comprises critical habitat:

Lot 1206 DP 1103174 No. None of the land includes or comprises critical habitat.

(g) Whether the land is in a conservation area:

Lot 1206 DP 1103174 No. The land is not in a Heritage Conservation Area or a State Conservation Area.

(h) Whether an item of environmental heritage is situated on the land:

Lot 1206 DP 1103174 No. Council is not aware of any items of state environmental heritage or local environmental heritage that are located on the land.

2A. Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

Whether the land is within any zone under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*
- (b) A Precinct Plan (within the means of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act

No. The land is not within any zone (however described) under Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or a Precinct Plan of or a proposed Precinct Plan of the self-same *State Environmental Planning Policy*.

3. Complying Development

- (1) Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Zone - R2 Low Density Residential		Lot 1206 DP 1103174
Part No.	Code	Land on which complying development may be carried out
Part 3	Housing Code	Yes
Part 3A	Rural Housing Code	Not Applicable
Part 3B	Low Rise Medium Density Housing Code	Yes (See Note 1)
Part 3C	Greenfield Housing Code	Not Applicable
Part 3D	Inland Code	Yes
Part 4	Housing Alterations Code	Yes
Part 4A	General Development Code	Yes
Part 5	Commercial and Industrial Alterations Code	Yes
Part 5A	Commercial and Industrial (New Buildings and Additions) Code	Not Applicable
Part 5B	Container Recycling Facilities Code	Not Applicable
Part 6	Subdivisions Code	Yes
Part 7	Demolition Code	Yes
Part 8	Fire Safety Code	Yes

Note 1: Only dual occupancies are permissible with consent in R2 Low Density Residential under the *Palerang Local Environmental Plan 2014*.

4, 4A. Repealed

4B. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

No. The land is not affected because it is not located in a coastal council.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No. The land is not proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

6. Road widening and road realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

Lot 1206 DP 1103174

No. The land is not affected by a road widening or road realignment under the Roads Act 1993.

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

Lot 1206 DP 1103174

No. The land is not affected by any road widening or road realignment under any environmental planning instrument.

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

Lot 1206 DP 1103174

No. The land is not affected by a road widening or road realignment under a resolution of Council.

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

Yes. All land is affected by policies adopted by the council that restricts the development of the land because of the likelihood of contaminated land.

Lot 1206 DP 1103174

As at the date of the certificate, this land has not been assessed by Council either by considering its past use or the results of systematic testing.

Accordingly, it is not known whether or not consideration of Part B – General Provisions, Section B14 Potentially Contaminated Land in the Palerang Development Control Plan 2015 and the application of provisions under relevant State legislation is warranted.

Note: Refer to Clause 11 of this certificate to check if the land is bushfire prone.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No. Council is not aware of a policy adopted by any other public authority that restricts the development of the land.

7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

Lot 1206 DP 1103174 **No. The land is not subject to flood related development controls.**

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

Lot 1206 DP 1103174 **No. The land is not subject to flood related development controls.**

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

Lot 1206 DP 1103174 **No. Council is not aware of any environmental planning instrument or proposed environmental planning instrument that makes provision for the acquisition of the land by a public authority.**

9. Contributions plans

The name of each Contributions plan applying to the land.

Lot 1206 DP 1103174 **Palerang s94 Plan 7 Bungendore Recreation**
Lot 1206 DP 1103174 **Palerang s94 Plan 8 Bungendore Pathways**
Lot 1206 DP 1103174 **Palerang s94 Plan 9 Bungendore Street Upgrade**
Lot 1206 DP 1103174 **Yarrowlumla s94 Plan 1 Bungendore**

www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6

9A. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

Lot 1206 DP 1103174 **No. Council has not been notified that the land is biodiversity certified under the Biodiversity Conservation Act 2016.**

10. Biodiversity stewardship sites

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Lot 1206 DP 1103174 **No. Council has not been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016.**

10A. Native vegetation clearing set asides

Whether the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Lot 1206 DP 1103174

No. Council has not been notified that the land contains a set aside area or it is registered in the public register under the Local Land Services Act 2013.

11. Bush fire prone land

Whether the land is bush fire prone land.

Lot 1206 DP 1103174

No. The land is not bush fire prone as defined in Section 10.3 of the Environmental Planning and Assessment Act 1979.

12. Property Vegetation Plans

Whether Council has been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land.

Lot 1206 DP 1103174

No. Council has not been notified of a property vegetation plan under the Native Vegetation Act 2003 that applies to the land.

13. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether Council has been notified 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.

No. Council has not been notified of order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

14. Directions under Part 3A

Whether there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

No. Council has not been advised of any Directions by the Minister under section 75P (2) (c1) of the Act.

15. Site compatibility certificates and conditions for seniors housing

Whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land:

No. Council is not aware of any valid site compatibility certificate (seniors housing) applying to the land.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which council is aware of in respect of proposed development on the land.

No. Council is not aware of any valid site compatibility certificate (infrastructure, schools or TAFE establishments) applying to the land.

17. Site compatibility certificates and conditions for affordable rental housing

Whether there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

No. Council is not aware of any valid site compatibility certificate (affordable rental housing) applying to the land.

18. Paper subdivision information

The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

No. Council is not aware of any development plan adopted by a relevant authority or any subdivision Order that applies to a paper subdivision of the land as described in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificate

Whether there is a current site verification certificate in relation to Division 3 of Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007* that Council is aware of.

No. Council is not aware of any site verification certificate applying to the land.

20. Loose-fill asbestos insulation

If the land includes 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.

No. Council is not aware of any residential premises on the land that are affected by loose-fill asbestos insulation (Division 1A of Part 8 of the *Home Building Act 1989*) and that are listed on the NSW register that is required to be maintained under that Division.

NSW Fair Trading maintains a NSW Register of homes that are affected by loose-fill asbestos insulation: www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register

Some buildings located in the Queanbeyan-Palerang local government area have been identified as containing loose-fill asbestos insulation (sometimes referred to as "Mr Fluffy" insulation), for example, in the roof space. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates.

If the land contains a building constructed prior to 1980, Queanbeyan-Palerang Regional Council strongly recommends that any potential purchaser obtains advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land; and, if so, the health risks (if any) this may pose for the building's occupants. Contact NSW Fair Trading for further information: <https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting that may have been used at this site.

21. Affected building notices and building product rectification orders

- (1) Is there any affected building notice of which the council is aware that is in force in respect of the land?
- (2) A statement of:
 - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
 - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No. Council is not aware of the existence of any affected building notice in force, or building product rectification order, or any notice of intention to make a building product rectification order.

Additional matters prescribed by section 59(2) of the *Contaminated Land Management Act 1997*

- (a) Whether there is land to which a certificate relates regarding significantly contaminated land within the meaning of that Act.

Lot 1206 DP 1103174

No. Council is not aware that the land is significantly contaminated.

- (b) Whether there is land to which a certificate relates regarding being subject to a management order within the meaning of that Act.

Lot 1206 DP 1103174

No. Council is not aware that the land is subject to a management order.

- (c) Whether there is land to which a certificate relates regarding the subject of an approved voluntary management proposal within the meaning of that Act.

Lot 1206 DP 1103174

No. Council is not aware that the land is subject to an approved voluntary management order.

- (d) Whether there is land to which a certificate relates regarding being subject to an ongoing maintenance order within the meaning of that Act.

Lot 1206 DP 1103174

No. Council is not aware that the land is subject to an ongoing maintenance order.

- (e) Whether there is land to which a certificate relates regarding being the subject of a site audit statement within the meaning of that Act.

Lot 1206 DP 1103174

No. Council is not aware that the land is the subject of a site audit statement.

ISSUE DETAILS

Certificate No: PL.2020.1269

Checked: CK.

M J Thompson

Portfolio General Manager

Natural and Built Character



Per

20 February 2020