

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Fitzpatrick's Real Estate PO Box 5, WAGGA WAGGA NSW 2650	Phone: 02 6921 1555 Fax: 02 6921 4369
co-agent		
vendor	The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga ABN 52 838 806 753 McAlroy House, 205 Tarcutta Street, Wagga Wagga, NSW 2650	
vendor's solicitor	Walsh & Blair Lawyers 221-223 Tarcutta Street, Wagga Wagga NSW 2650 DX 5402 Wagga Wagga NSW	Phone: 02 6926 8268 Fax: 02 6926 8222 Ref: LJK:JM:181860 E:ljkw@walshblair.com.au
date for completion	28th day after the contract date	(clause 15)
land (address, plan details and title reference)	Lot Lloyd NSW 2650 Unregistered Plan: Lot in an unregistered plan which is part of Lot 700 Plan 1242827 and Lot 42 DP 1183886 Part Folio Identifier 700/1242827, 42/1183886	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input 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 checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	Not applicable – vacant land
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
Proposed electronic transaction (clause 30) ☐ no ☒ YES

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

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make an *RW payment* (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.

RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name: **The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga**
 Supplier's ABN: **ABN 52 838 806 753**
 Supplier's business address: **McAlroy House, 205 Tarcutta Street, Wagga Wagga, NSW 2650**
 Supplier's email address: **pfitzpatrick1@bigpond.com**
 Supplier's phone number: **6937 0000**

Supplier's proportion of *RW payment*:

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): **1/11th of purchase price**

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

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

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

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

List of Documents

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

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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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:

Australian Taxation Office
Council
County Council
Department of Planning and Environment
Department of Primary Industries
East Australian Pipeline Limited
Electricity and gas
Land & Housing Corporation
Local Land Services
NSW Department of Education

NSW Fair Trading
NSW Public Works Advisory
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Subsidence Advisory NSW
Telecommunications
Transport for NSW
Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp 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.

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>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>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>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>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 18B of the Swimming Pools Regulation 2008).

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*.
- 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 *serving* 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 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

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* 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 *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* 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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.

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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
 - *remittance amount* payable;
 - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 *serving* 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 *serving* 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 not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not 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, but only 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 *Lodgement 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*;
- 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- 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 *Lodgement 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
- 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>ENCL</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 *remittance amount* 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 *remittance amount*.
- 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.

SUBDIVISION OF LLOYD STAGES 8 & 9

ANNEXURE TO CONTRACT FOR SALE BETWEEN THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE OF WAGGA WAGGA (VENDOR) AND (PURCHASER).

SPECIAL CONDITIONS

1. Inconsistency

If there is an inconsistency between these special conditions and the terms of the standard contract (clauses 1 to 31), these special conditions prevail to the extent of the inconsistency.

2. Property sold as is

The Purchaser acknowledges that:-

- (a) the Purchaser has inspected, made enquiries and satisfied itself as to all matters relating to the property; and
- (b) the property is sold (and the Purchaser accepts the property) as is and subject to all defects whether latent or patent subject to special condition 12 herein.

3. Purchaser's reliance

3.1 The Purchaser acknowledges that the Purchaser in entering into this Contract:-

- (a) does not rely on any warranty or representation made by the Vendor or any person on behalf of the Vendor except those that are expressly provided in this Contract;
- (b) has relied entirely on the Purchaser's enquiries relating to and on the Purchaser's inspection of the property.

3.2 The Purchaser further acknowledges that this agreement contains the whole of the terms and conditions of sale and that neither the Vendor nor anyone on behalf of the Vendor has made any representation or warranty on which the Purchaser relies as to:-

- (a) the state of the Property;
- (b) the rights and privileges relating to the Property including the purpose for which the land may be used in accordance with the provisions of any laws including the *Environmental Planning and Assessment Act 1979* and/or the *Local Government Act 1993*; and/or
- (c) the fitness or suitability for any particular purpose or otherwise of the Property or any part of it including the suitability of the land for the erection of a structure including a dwelling thereon.

4. Late completion

4.1 If this Contract is not completed on or before the completion date for any cause whatsoever other than the default of the Vendor or if it is not completed within three (3) days after written notice has been given to the Purchaser that any default of the Vendor causing a delay in completion has been rectified, then:-

- (a) the Purchaser shall pay to the Vendor as liquidated damages payable on completion interest on the balance of the purchase price at the rate of twelve percent (12%) per annum calculated on a daily rate from the completion date to the actual date of completion to be added to the balance of the purchase price payable on completion; and

- (b) the Vendor shall be entitled to serve a notice to complete making time of the essence of the Contract.

4.2 This clause shall not affect in any way other rights and remedies available to the Vendor as a consequence of the Purchaser's failure to complete this Contract on or by the completion date. Further, the Purchaser hereby acknowledges that interest at the aforesaid rate set out in paragraph 4.1(a) represents a genuine pre-estimate of liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the completion date. The Purchaser further acknowledges that it is an essential condition of this Contract that interest as provided by this clause is paid to the Vendor on completion.

5. Notice to complete

Should either party hereto become entitled to serve a notice to complete making time of the essence of the contract, it is agreed that such notice may require completion within fourteen (14) days from the date upon which the notice is given or served and such period as aforesaid is agreed to be reasonable and sufficient for all purposes.

6. Incapacity

6.1 If either party (or if a party consists of more than one person, any one or more of them) is a natural person and prior to completion:-

- (a) dies; or
- (b) becomes a "mentally ill person" or "mentally disordered person" within the meaning of the *Mental Health Act 1990* or a "protected person" within the meaning of the *Protected Estates Act 1983*;
- (c) is declared bankrupt;
- (d) makes any assignment for the benefit of its creditors; or
- (e) enters into a scheme or arrangement with its creditors;

then at any time after the occurrence of any of those events the other party may rescind this Contract whereupon the provisions of clause 19 shall apply.

6.2 If either party (or if a party consists of more than one entity, any one or more of the entities comprising that party) is a corporation and that corporation:-

- (a) has a liquidator, provisional liquidator, receiver, manager, receiver and manager or controller appointed to that corporation;
- (b) appoints or has appointed, an administrator of the corporation under the *Corporations Act 2001* or other similar legislation applicable to that corporation;
- (c) enters into any scheme or arrangement with its creditors or executes a Deed of Company Arrangement under the *Corporations Act 2001* or other similar legislation applicable to that corporation; or
- (d) is made subject to an order or an effective resolution passed for the winding up of that corporation;

then at any time after the occurrence of any of those events the other party may rescind this Contract whereupon the provisions of clause 19 shall apply.

- 6.3 The parties acknowledge that the rights and remedies set out in this clause do not negate, limit or restrict any rights or remedies which would have been available to the other party had this clause not been included in this Contract.

7. Warranty as to agent

The Purchaser hereby warrants that the Purchaser has not been introduced to the property by any agent other than the agent referred to herein and indemnifies the Vendor from any claim for commission arising in breach of this warranty. This indemnity shall not merge on completion. The Vendor warrants that the Vendor has no other agency agreements with any other agent other than the agent referred to herein regarding the sale of this property.

8. Authority to solicitor

Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

9. Release of Deposit

The Purchaser agrees that the deposit may be released to the Vendor upon the Vendor commencing to construct road works within the subdivision of which the subject land forms part.

10. Lot in unregistered plan of subdivision

10.1 The Purchaser acknowledges:-

- (a) that the land being sold is a lot in an unregistered plan of subdivision attached hereto and marked with the letter "A" ("the Plan") and that printed condition 28 applies subject to this special condition noting special condition 1 above;
- (b) the terms of the Section 88B Instrument attached hereto and marked with the letter "B" ("the Instrument") relating to the land that the Vendor proposes to register with the Plan.
- (c) that the:-
 - (i) Plan showing the dimensions of the land and the position of any necessary drainage, sewerage, electricity supply and other service easements; and
 - (ii) terms of the Instrument,

are yet to be finalised and approved by the relevant authorities including the Council of the City of Wagga Wagga and Land and Property Information ("the Authorities").

10.2 The Vendor shall notify the Purchaser of any alterations to the Plan and/or the Instrument required by any of the Authorities or proposed by the Vendor.

10.3 The Purchaser shall not be entitled to raise any requisition or objection, make any claim for compensation or rescind this Contract (subject to 10.4 below) upon being notified of any alteration to the Plan and/or the Instrument.

10.4 The Purchaser shall, however, be entitled to rescind this Contract within fourteen (14) days firstly of being notified of any alteration to the Plan and/or the Instrument if such alteration:-

- (a) does or will substantially vary the area and/or dimensions of the subject allotment (by more than five percent (5%) of the area and/or dimensions shown on the Plan);
- (b) consists of the creation (or intended creation) of an easement or right of way other than disclosed on the Plan that substantially detrimentally affects the size or design of the residence to be erected by the Purchaser on the subject property; and/or
- (c) consists of the creation (or intended creation) of a covenant (restrictive or positive) over the title that substantially detrimentally affects the Purchaser's intended use of the property as a residence.

10.5 The provisions of clause 28.2 are varied by the deletion of the number 6 and the insertion of the number 12.

11. Guarantee and Indemnity

In the event that the purchaser is a company:-

- (a) the purchaser shall cause the deed of guarantee and indemnity annexed hereto to be executed by the officers of the Purchaser and delivered to the Vendor's solicitors upon exchange of contracts;

noting that:-

- (b) this contract shall not be deemed to be binding upon the Vendor:-
 - (i) unless and until the said deed of guarantee and indemnity is delivered to the Vendor's solicitors; or
 - (ii) unless the Vendor waives the requirement of the Purchaser to comply with this condition noting that this clause is for the benefit of the Vendor only.

12. Suitability of Land

12.1 The purchaser acknowledges that fill has been placed on the land.

12.2 Completion of this contract is conditional upon the vendor serving on the purchaser:-

- (a) a soil test; and
- (b) compaction test,

of the land prior to the completion date.

12.3 In the event that the vendor serves a soil test on the purchaser that is not satisfactory, the purchaser shall be allowed and only allowed a period of 14 days thereafter within which to rescind this contract.

12.4 The soil test will be deemed to be satisfactory (and thus not unsatisfactory) if the test returns a Class "M-D" or more favourable result pursuant to the classification criteria contained in Section 2 of Australia Standard AS 2870-2011.

12.5 In the event that the vendor serves a compaction test on the purchaser that is not satisfactory, the purchaser shall be allowed and only allowed a period of 14 days thereafter within which to rescind this contract

12.6 The compaction test will be deemed to be satisfactory (and thus not unsatisfactory) if the test returns a 95% compaction rating or higher.

12.7 If the purchaser has not given the vendor a valid notice of rescission pursuant to subclause 12.3 and/or subclause 12.5 herein within the timeframes stated in such applicable subclause(s), any rights of rescission pursuant to those sub-clauses lapse.

12.8 Printed condition 29 does not apply.

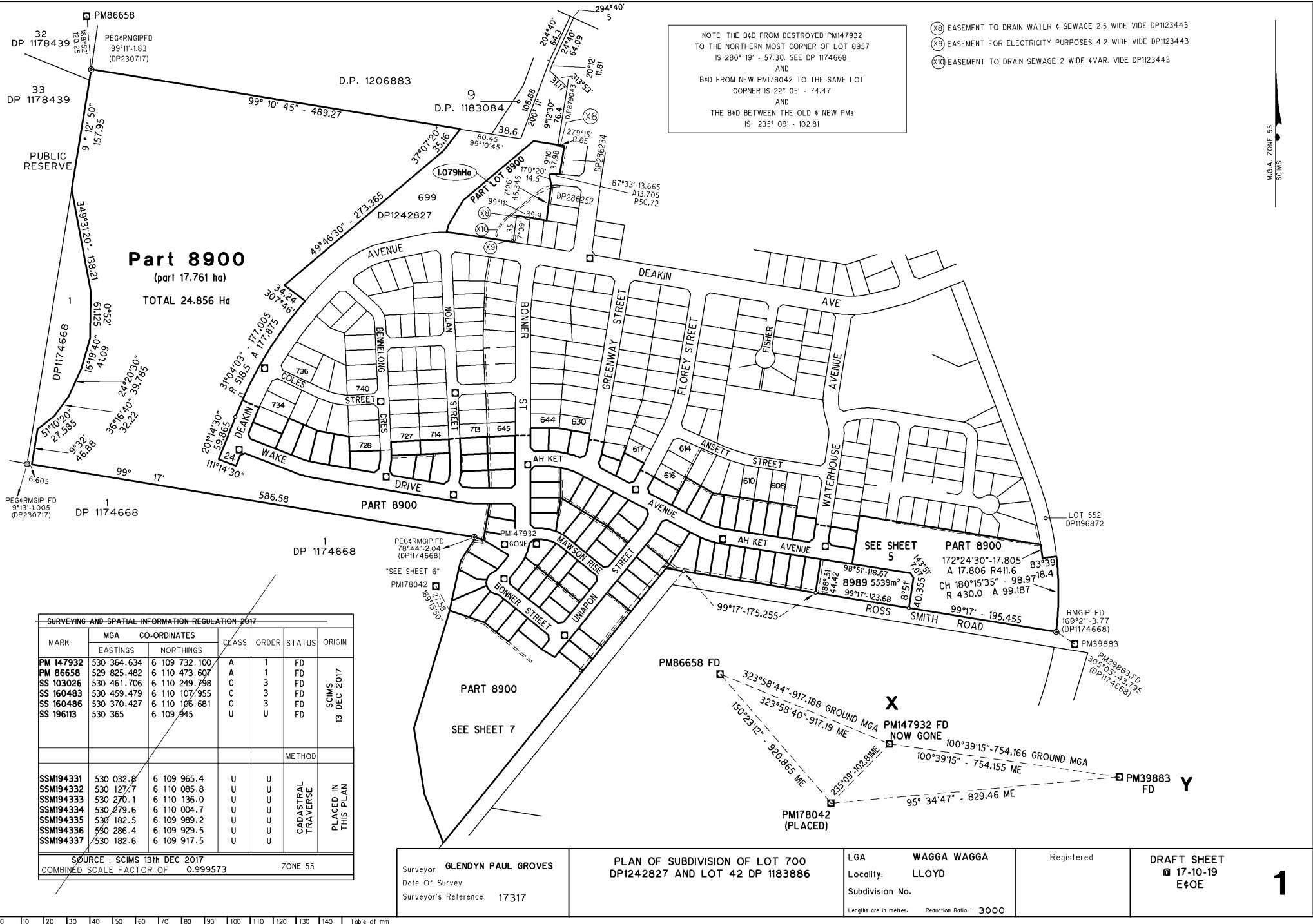
13. Merger

The parties agree that the provisions of this Contract which are to apply after completion of it do not merge on completion.

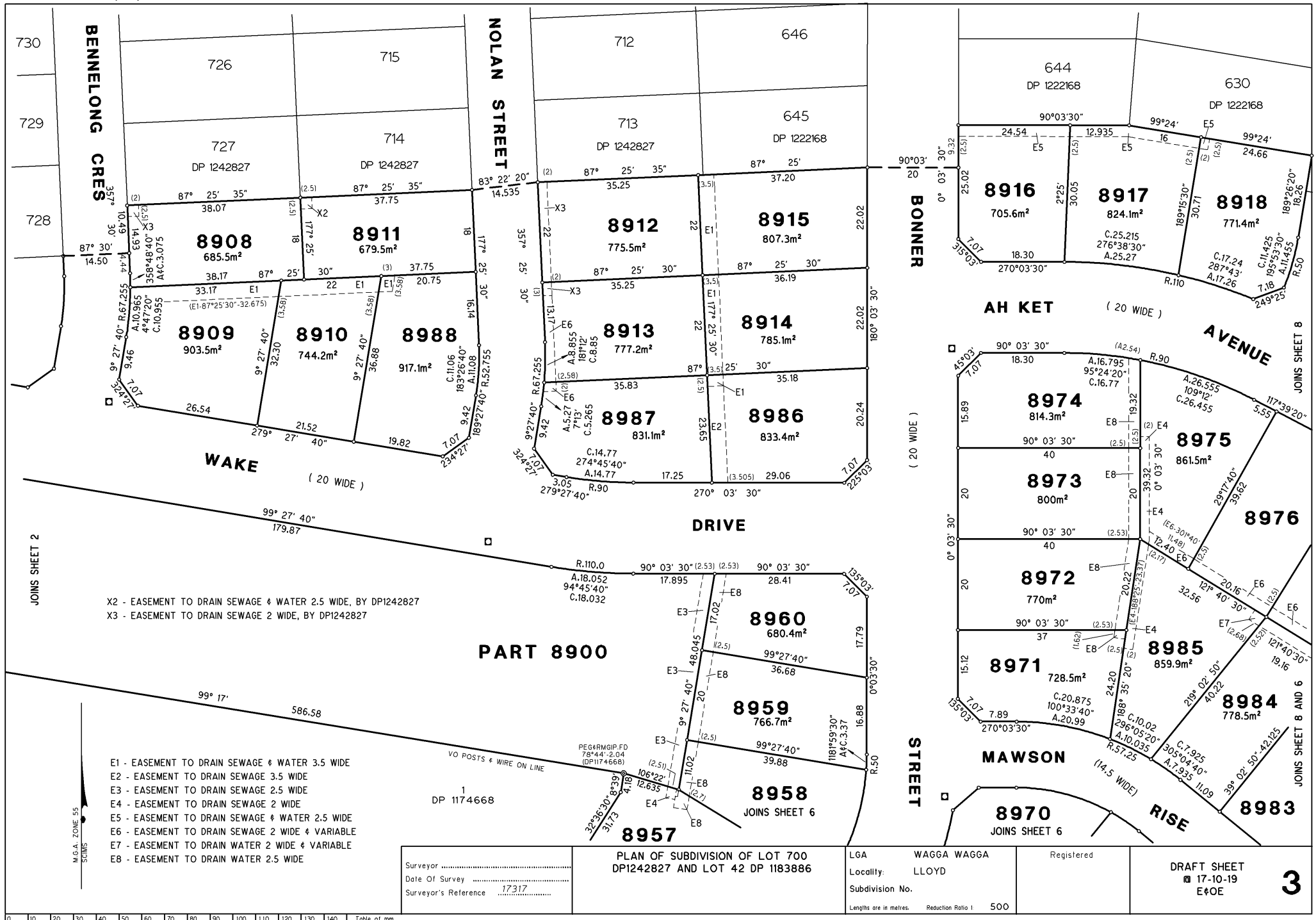
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet of sheets



DRAFT ONLY

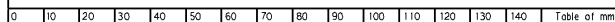




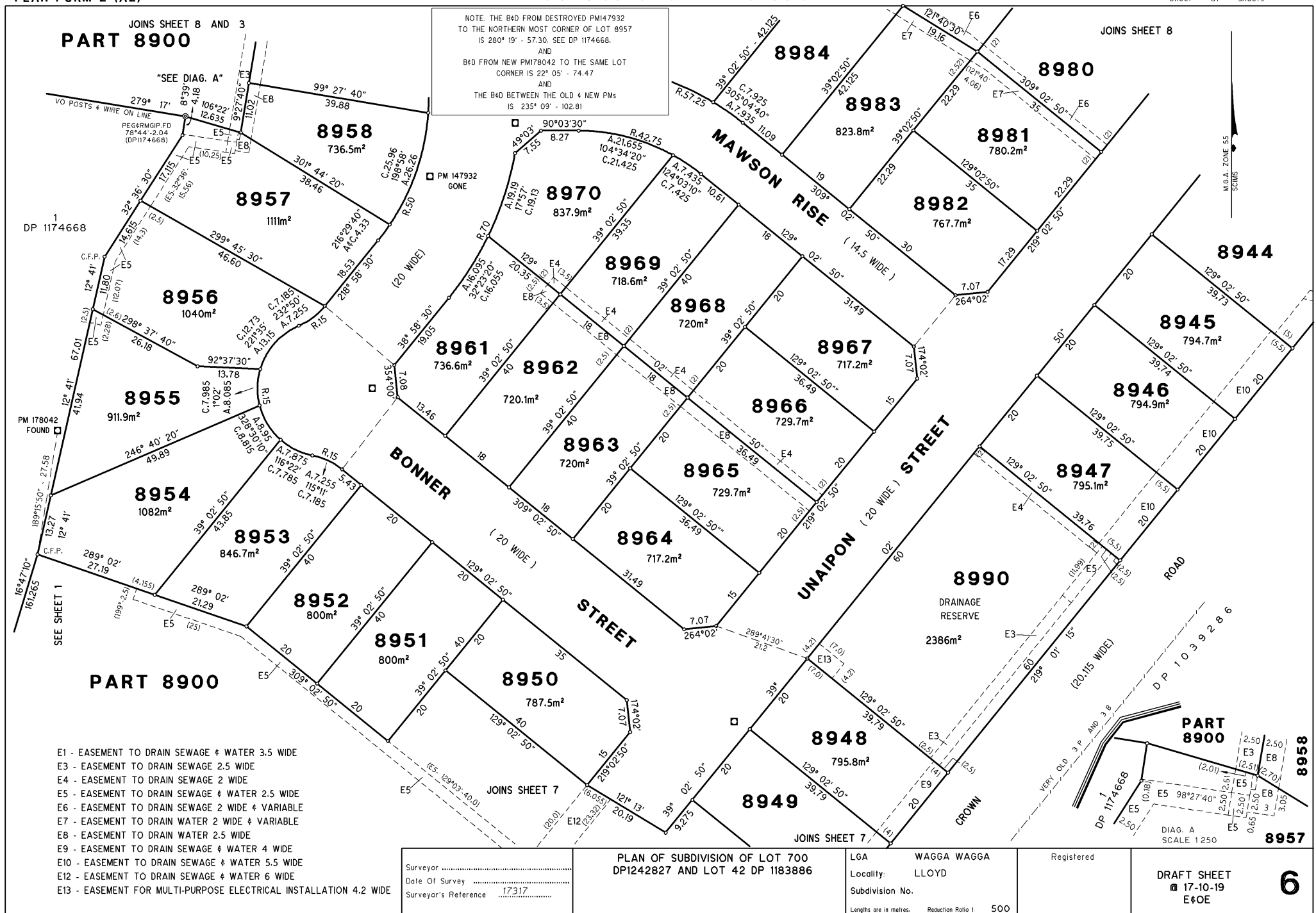
E1 - EASEMENT TO DRAIN SEWAGE & WATER 3.5 WIDE
 E5 - EASEMENT TO DRAIN SEWAGE & WATER 2.5 WIDE
 E9 - EASEMENT TO DRAIN SEWAGE & WATER 4 WIDE
 E11 - EASEMENT TO DRAIN WATER 2 WIDE

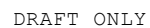
X4 - EASEMENT TO DRAIN SEWAGE & WATER 2.5 WIDE, BY DP122168
 X5 - EASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE, BY DP1196872

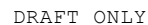
Surveyor Date Of Survey Surveyor's Reference 17317	PLAN OF SUBDIVISION OF LOT 700 DP1242827 AND LOT 42 DP 1183886	LGA WAGGA WAGGA Locality: LLOYD Subdivision No. Lengths are in metres. Reduction Ratio 1 500	Registered DRAFT SHEET 17-10-19 E&OE	4
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5







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

Plan:

(Sheet 1 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
DP 1222168 and Lot 42 DP 1183886
covered by Council's Certificate No. DA17-
0051 dated 2019

**Full name and address
of the owner of the land
Lot 700 DP 1242827
Lot 42 DP 1183886**

**The Trustees of the Roman Catholic Church
for the Diocese of Wagga Wagga**
PO Box 5668
Wagga Wagga NSW 2650

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain sewage and water 3.5 wide (shown as E1 on the plan)	8909, 8910, 8914, 8915, 8933 to 8941 inclusive, 8986, 8988 & 8989	The Council of the City of Wagga Wagga
2	Easement to drain sewage 3.5 wide (shown as E2 on the plan)	8986.	The Council of the City of Wagga Wagga
3	Easement to drain sewage 2.5 wide (shown as E3 on the plan)	8900 & 8990	The Council of the City of Wagga Wagga
4	Easement to drain sewage 2 wide (shown as E4 on the plan)	8921, 8943, 8944, 8966, 8968 to 8970 inclusive, 8975, 8985, 8990	The Council of the City of Wagga Wagga
5	Easement to drain sewage and water 2.5 wide and variable (shown as E5 on the plan)	8900, 8916, 8917, 8918, 8922, 8941, 8955 to 8957 & 8990 inclusive.	The Council of the City of Wagga Wagga
6	Easement to drain sewage 2 wide and variable (shown as E6 on the plan)	8913, 8975 to 8978 inclusive, 8987 & 8980.	The Council of the City of Wagga Wagga
7	Easement to drain water 2 wide and variable (shown as E7 on the plan)	8981, 8983, 8984 & 8985.	The Council of the City of Wagga Wagga
8	Easement to drain water 2.5 wide (shown as E8 on the plan)	8957 to 8963 inclusive, 8965, 8971 to 8974 inclusive.	The Council of the City of Wagga Wagga
9	Easement to drain sewage & water 4 wide (shown as E9 on the plan)	8942, 8943, 8948, 8949 & 8900.	The Council of the City of Wagga Wagga
10	Easement to drain sewage & water 5.5 wide (shown as E10 on the plan)	8944 to 8947 inclusive	The Council of the City of Wagga Wagga

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

Plan:

(Sheet 2 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
DP 1222168 and Lot 42 DP 1183886
covered by Council's Certificate No. DA17-
0051 dated 2019

11	Easement to drain water 2 wide (shown as E11 on the plan)	8941 & 8944	The Council of the City of Wagga Wagga
12	Easement to drain sewage & water 6 wide (shown as E12 on the plan)	8900	The Council of the City of Wagga Wagga
13	Easement for multi-purpose electrical installation 4.2 wide (shown as E13 on the plan)	8990	Essential Energy
14	Right of Carriageway 5 wide (shown as E14 on the plan)	8900	Lot 41 in DP 1183886
15	Easement for underground powerlines 1 wide (shown as E15 on the plan)	8900	Essential Energy
16	Easement for multi-purpose electrical installation 2 wide (shown as E16 on the plan)	8900	Essential Energy
17	Easement to drain sewage & water 5 wide (shown as E17 on the plan)	8944	The Council of the City of Wagga Wagga
18	Positive Covenant	Each and every lot excluding lot 8900	The Council of the City of Wagga Wagga
19	Restriction on the use of land	Each and every lot excluding lot 8900	Each and every other lot excluding lot 8900

PART 1A (RELEASE)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway 5 wide (Vide DP1174668)	Lot 42 DP 1183886 & Lot 700 DP 1242827	Telstra Corporation
2	Easement for overhead powerlines 20 wide (Vide DP1182886)	Lot 42 DP 1183886	Essential Energy

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

Plan:

(Sheet 3 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
DP 1222168 and Lot 42 DP 1183886
covered by Council's Certificate No. DA17-
0051 dated 2019

PART 2

1. Terms of easement firstly referred to in the plan:

Easement to Drain Sewage 3.5 wide as defined in Part 4 Schedule 8 of the *Conveyancing Act* and Easement to Drain Water 3.5 wide as defined in Part 3 Schedule 8 of the *Conveyancing Act*.

2. Terms of easement fifthly referred to in the plan:

Easement to Drain Sewage 2.5 wide as defined in Part 4 Schedule 8 of the *Conveyancing Act* and Easement to Drain Water 2.5 wide as defined in Part 3 Schedule 8 of the *Conveyancing Act*.

3. Terms of easement ninthly referred to in the plan:

Easement to Drain Sewage 4 wide as defined in Part 4 Schedule 8 of the *Conveyancing Act* and Easement to Drain Water 4 wide as defined in Part 3 Schedule 8 of the *Conveyancing Act*.

4. Terms of easement tenthly referred to in the plan:

Easement to Drain Sewage 5.5 wide as defined in Part 4 Schedule 8 of the *Conveyancing Act* and Easement to Drain Water 5 wide as defined in Part 3 Schedule 8 of the *Conveyancing Act*.

5. Terms of easement twelfthly referred to in the plan:

Easement to Drain Sewage 6 wide as defined in Part 4 Schedule 8 of the *Conveyancing Act* and Easement to Drain Water 6 wide as defined in Part 3 Schedule 8 of the *Conveyancing Act*.

6. Terms of easement thirteenthly referred to in the plan:

Easement for multi-purpose electrical installation 4.2 wide the terms of which are set out in Part C of Memorandum AG189384 as registered at Land Registry Services.

7. Terms of right of carriageway 5 wide fourteenthly referred to in the plan

- (a) It is intended to create a right of carriageway 5 wide (as defined in Part 1 of Schedule 8 of the *Conveyancing Act* 1919 (as amended)) subject to paragraph (b) herein.
- (b) The Right of Carriageway shall lapse and thus be extinguished upon public access being available to the lot benefited whether such access is over the lot burdened or otherwise (such date of availability hereinafter referred to as "the Sunset Date")
- (c) The owners of the lot(s) benefitted and lot(s) burdened shall do all that is necessary including executing any requisite documents to ensure that the Right of Carriageway is extinguished following the Sunset Date.
- (d) From the Sunset Date, the owners(s) of the lots burdened and the lot(s) benefited (hereinafter referred to individually and collectively as "the Assignees") hereby irrevocably nominate and appoint individually the Trustees of the Roman Catholic

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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CONVEYANCING ACT, 1919**

Plan:

(Sheet 4 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
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covered by Council's Certificate No. DA17-
0051 dated 2019

Church for the Diocese of Wagga Wagga, their officers and any nominee appointed in writing for the purposes of this clause as their legal attorney.

- (e) At any time after the Sunset Date (proof of which will be a statutory declaration on behalf of the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga), the attorney may execute and register any necessary documentation to extinguish the Right of Carriageway. In doing so, the attorney may use the Assignee's name and the Assignee will ratify and confirm any lawful act of the attorney.
 - (f) NSW Land Registry Services is authorised to act upon the statutory declaration and to accept it as sufficient evidence of the extinguishment of the Right of Carriageway.
8. **Terms of easement fifteenthly referred to in the plan:**
- Easement for underground powerlines 1 wide the terms of which are set out in Part B of Memorandum AG189384 as registered at Land Registry Services.
9. **Terms of easement sixteenthly referred to in the plan:**
- Easement for multi-purpose electrical installation 2 wide the terms of which are set out in Part C of Memorandum AG189384 as registered at Land Registry Services.
10. **Terms of easement seventeenthly referred to in the plan:**
- Easement to Drain Sewage 5 wide as defined in Part 4 Schedule 8 of the *Conveyancing Act* and Easement to Drain Water 5 wide as defined in Part 3 Schedule 8 of the *Conveyancing Act*.
11. **Terms of Positive Covenant eighteenthly referred to in the plan:**
- (1) Pervious to Impervious Ratio
 - (a) The lot must be developed and maintained at all times after an Occupation Certificate is issued for any dwelling on the lot so that a pervious to impervious ratio of the surface area treatments of 20:80 is achieved in accordance with the plan entitled *Lloyd Estate Stage 8/9 Impervious/Pervious Calculation Plan* approved and held by Council.
 - (b) The land area to be included in the calculation of 20:80 ratio shall include the entire lot and the area of the road reserve immediately adjacent to the lot.
 - (c) The area of the road reserve adjacent to the lot to be included shall be measured as follows: between a line drawn as a continuation of the side boundaries of the lot (where they meet the front boundary) to the centre line of the road (being a line along the centre of the road equidistant from the front boundaries of the lots adjacent to it); noting that:
 - (i) no area of any road reserve shall be apportioned to more than one lot for the purposes of this calculation;
 - (ii) for corner lots, the road reserve to be included in calculations will extend around the corner; and

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

(Sheet 5 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
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- (iii) lots that are further subdivided under community title or strata subdivision shall be calculated on the underlying Torrens title allotment.

(2) Road Reserve

The owner of the lot must retain the existing impervious nature of the finished surface of the road reserve immediately adjacent to the lot from the property boundary to the kerb of the road (being the area defined by the lateral extent of a line drawn as a continuation of the side boundaries of the lot where they meet the front boundary) unless the road reserve is done in accordance with the standards set out in the *Road Reserve Treatment Standard (as amended)* and the *Street Tree Master Plan (as amended)* as approved by Council and it complies with Council's policy 008 *Road Reserve Policy* as amended from time to time. All establishment and maintenance works shall be at the cost of the lot owner.

(3) Gardens and landscaping

All gardens and landscaping on every lot shall be constructed and maintained in accordance with the *Lloyd Landscaping and Garden Design Guideline* prepared by MJM Consulting and approved of by Council.

(4) Fixed irrigation systems and grey water

The owner of a lot must not install:-

- (a) fixed irrigation systems between the lot boundary and the adjacent kerb alignment; and
- (b) grey water re-use systems in any dwelling.

(5) Development Control Plan

Any development upon a lot shall comply with the requirements of Chapter 15 of the *Wagga Wagga Development Control Plan 2010*.

(6) Fire Protection

Each lot shall be managed as an inner protection area as outlined within section 4.1.3 and Appendix 5 of *Planning for Bush Fire Protection 2006* and the New South Wales Rural Fire Service's document entitled *Standards for Asset Protection Zones*.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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CONVEYANCING ACT, 1919**

Plan:

(Sheet 6 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
DP 1222168 and Lot 42 DP 1183886
covered by Council's Certificate No. DA17-
0051 dated 2019

12. Terms of restrictions nineteenthly referred to in the plan:

Buildings and structures

- (a) No more than one dwelling shall be constructed except on lots 8902, 8907, 8909, 8921, 8922, 8931, 8932, 8941, 8942, 8970, 8979, 8986 and 8988 where multiple dwellings are permitted.
- (b) No dwelling shall have a floor area of less than 140 square metres under the main roof exclusive of any verandahs, carports or garages noting that this restriction shall not apply to lots 8902, 8907, 8909, 8921, 8922, 8931, 8932, 8941, 8942, 8970, 8979, 8986 and 8988 in the event that more than one dwelling is erected.
- (c) No dwelling or garage shall be constructed of a material other than brick, brick veneer, stone, hebel block or panels, "weathertex" (Scyon Linea Board Cladding) or similarly treated timber or reconstituted timber weatherboards, cement block or concrete construction with slate, tile or steel sheet roof.
- (d) No dwelling, garage or other out building may be erected which is not constructed entirely of new materials or which has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise.
- (e) No building (other than a dwelling or garage) shall:-
 - (i) be constructed of a material other than brick, brick veneer or steel sheet;
 - (ii) have a roof constructed of material other than tile, slate or steel sheet;
 - (iii) have a floor area greater than 65 square metres;
 - (iv) exceed at any point three metres in height above ground floor level.
- (f) No carport shall be permitted to be erected or to remain and no garage shall be permitted to be erected or to remain unless it is constructed with a pitched roof.
- (g) No advertising signs or awnings shall be erected or be displayed or be allowed to remain other than street numbers and house names which shall not exceed 60 centimetres x 30 centimetres in size.

Use

- (h) No building shall be used or allowed to be used for any purpose other than as a private dwelling house or outbuilding incidental thereto and shall not nor shall any part thereof be used or allowed to be used for a residential unit, strata unit or flat save for lots 8902, 8907, 8909, 8921, 8922, 8931, 8932, 8941, 8942, 8970, 8979, 8986 and 8988 whereupon multiple dwellings and residential strata or neighbourhood subdivision is permitted.
- (i) No lot or building thereon shall be used for any noxious, noisome or offensive trade or calling.
- (j) No access to or from lots 8933 to 8941 (inclusive) and 8944 to 8949 (inclusive) shall be permitted to or from the rear of such lots.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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CONVEYANCING ACT, 1919**

Plan:

(Sheet 7 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
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0051 dated 2019

Fencing and retaining walls

- (k) No fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height or a retaining wall referred to in paragraph (o) below) shall be erected between the front street alignment and the building line, provided that this shall not apply to any corner lot.
- (l) In the case of a corner lot no fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height or a retaining wall referred to in paragraph (o) below) shall be erected any closer to the front street alignment than the dwelling house erected on the lot.
- (m) No fencing other than steel sheet fencing:-
 - (i) the colour of the coating of which is the "colorbond" colour known as "sandstone", "riverstone" or equivalent colour; and
 - (ii) not exceeding 2 metres in height relative to the highest level of the land within 1 metre of either side of the fence,shall be erected along the remaining boundaries provided that:-
 - (iii) in the case of a corner lot this restriction shall apply to one frontage only;
 - (iv) in the case of lots 8949 and 8933 (inclusive) and lots 8954 to 8957 (inclusive), all rear fencing adjoining either the Ross Smith Road road reserve, the Hilltop reserve (Lot 1 in DP 1174668), or R5 zoned land (as relevant) shall:-
 - A. be consistent in character (including but not limited to colour, style, material and height noting (i) and (ii) above);
 - B. be erected in order that no frame or support structures are visible from outside the lots;
 - C. be erected so as to comply with the requirements of State Environmental Planning Policy (Exempt and Comply Development Codes) 2008 for fencing of its type; and
 - D. not include any gates or access ways; and provided further that
 - (v) in the case of lots 8944 to 8949 chain mesh fencing is permissible; and
 - (vi) these restrictions do not prevent the continuation and re-erection (if necessary) of any retaining wall referred to in paragraph (o) below.
- (n) During the ownership of any adjoining land by The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga, its successors or assigns other than purchasers on sale ("the Trustees") no fence shall be:-
 - (i) erected on any lot to divide it from any such adjoining lot; or
 - (ii) once erected - repaired, maintained or replaced,

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CONVEYANCING ACT, 1919**

Plan:

(Sheet 8 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
DP 1222168 and Lot 42 DP 1183886
covered by Council's Certificate No. DA17-
0051 dated 2019

without the consent of the Trustees but such consent shall not be withheld if such fence is erected, repaired, maintained or replaced without expense to the Trustees.

- (o) In the event that a retaining wall is constructed as part of the subdivision on a boundary dividing 2 or more lots within the subdivision, such retaining wall (in its entirety – i.e. including all footings, foundations and supports) shall be regarded as part of the dividing fence for the purpose of both:-
- (i) the *Dividing Fences Act 1991* notwithstanding that it also supports land and not just the dividing fence; and
 - (ii) paragraph (n) above,

and the adjoining lot owners shall share all costs associated with any requisite repairs or maintenance to or the replacement of such retaining wall.

Definitions

- (p) The term “Steel Sheet” when herein used in these restrictions shall mean aluminium/zinc coated or galvanised steel sheet with one of the following finishes:-
- (i) silicone polyester pre-finished baked onto one or both sides;
 - (ii) 0.215 millimetres thick vinyl film laminated onto one or both sides; and
 - (iii) acrylic film pre-finished to one or both sides.

Name of Person or Authority Empowered to Release, Vary or Modify Positive Covenant eighteenthly referred to in the Plan:

The Council of the City of Wagga Wagga

Name of Person or Authority Empowered to Release, Vary or Modify Restrictions on Use of Land nineteenthly referred to in the Plan:

- (a) Restrictions within paragraphs (j) and (m)(iv): the Council of the City of Wagga Wagga
- (b) All other restrictions: The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga until the expiry of ten (10) years from the date on which the abovementioned plan is registered is a deposited plan thereafter by the person or person in whom the legal estate is for the time being vested in the land in the said deposited plan (other than street or public areas) having a common boundary with the land burdened provided that any such release, variation or modification shall, if approved, be made and done in all respects of the cost and expense of the person requesting such release, variation or modification.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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CONVEYANCING ACT, 1919**

Plan:

(Sheet 9 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
DP 1222168 and Lot 42 DP 1183886
covered by Council's Certificate No. DA17-
0051 dated 2019

**EXECUTED by
THE TRUSTEES OF THE
ROMAN CATHOLIC CHURCH FOR
THE DIOCESE OF WAGGA WAGGA**

by its duly appointed under power of
attorneys under power of attorney
Book 4718 No 969 in the presence of:-

Signature of Witness

Signature of attorney

Name of Witness

Full Name of attorney

Address of Witness

Signature of Witness

Signature of attorney

Name of Witness

Full Name of attorney

Address of Witness

Signature of Witness

Signature of attorney

Name of Witness

Full Name of attorney

Address of Witness

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA

Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
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CONVEYANCING ACT, 1919**

Plan:

(Sheet 10 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
DP 1222168 and Lot 42 DP 1183886
covered by Council's Certificate No. DA17-
0051 dated 2019

WAGGA WAGGA CITY COUNCIL by its
authorised delegate pursuant to Section 377
of the *Local Government Act, 1919*:

Signature of witness

Signature of delegate

Name of witness

Name of delegate

Address of witness

EXECUTED by
ESSENTIAL ENERGY
by its duly appointed attorney under
Power of Attorney Book 4677 No. 684
in the presence of:-

Signature of attorney

Signature of Witness

Name and Title of attorney

Name of Witness

Signature of attorney

Name and Title of attorney

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA

Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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CONVEYANCING ACT, 1919**

Plan:

(Sheet 11 of 11 sheets)
Plan of Subdivision of Lot 700 DP 1242827
DP 1222168 and Lot 42 DP 1183886
covered by Council's Certificate No. DA17-
0051 dated 2019

EXECUTED by
TELSTRA CORPORATION
by its duly appointed attorney under
Power of Attorney Book No.
in the presence of:-

Signature of attorney

Signature of Witness

Name and Title of attorney

Name of Witness

Signature of attorney

Name and Title of attorney

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA

Authorised Officer



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 42/1183886

SEARCH DATE	TIME	EDITION NO	DATE
22/10/2019	2:10 PM	1	26/3/2013

LAND

LOT 42 IN DEPOSITED PLAN 1183886
AT LLOYD
LOCAL GOVERNMENT AREA WAGGA WAGGA
PARISH OF SOUTH WAGGA WAGGA COUNTY OF WYNARD
TITLE DIAGRAM DP1183886

FIRST SCHEDULE

THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE
OF WAGGA WAGGA

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1183886 EASEMENT FOR OVERHEAD POWER LINE(S) 20 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1183886 RIGHT OF CARRIAGEWAY 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 22/10/2019 14:10:07

PLAN FORM 2 (A2)

DP1183886

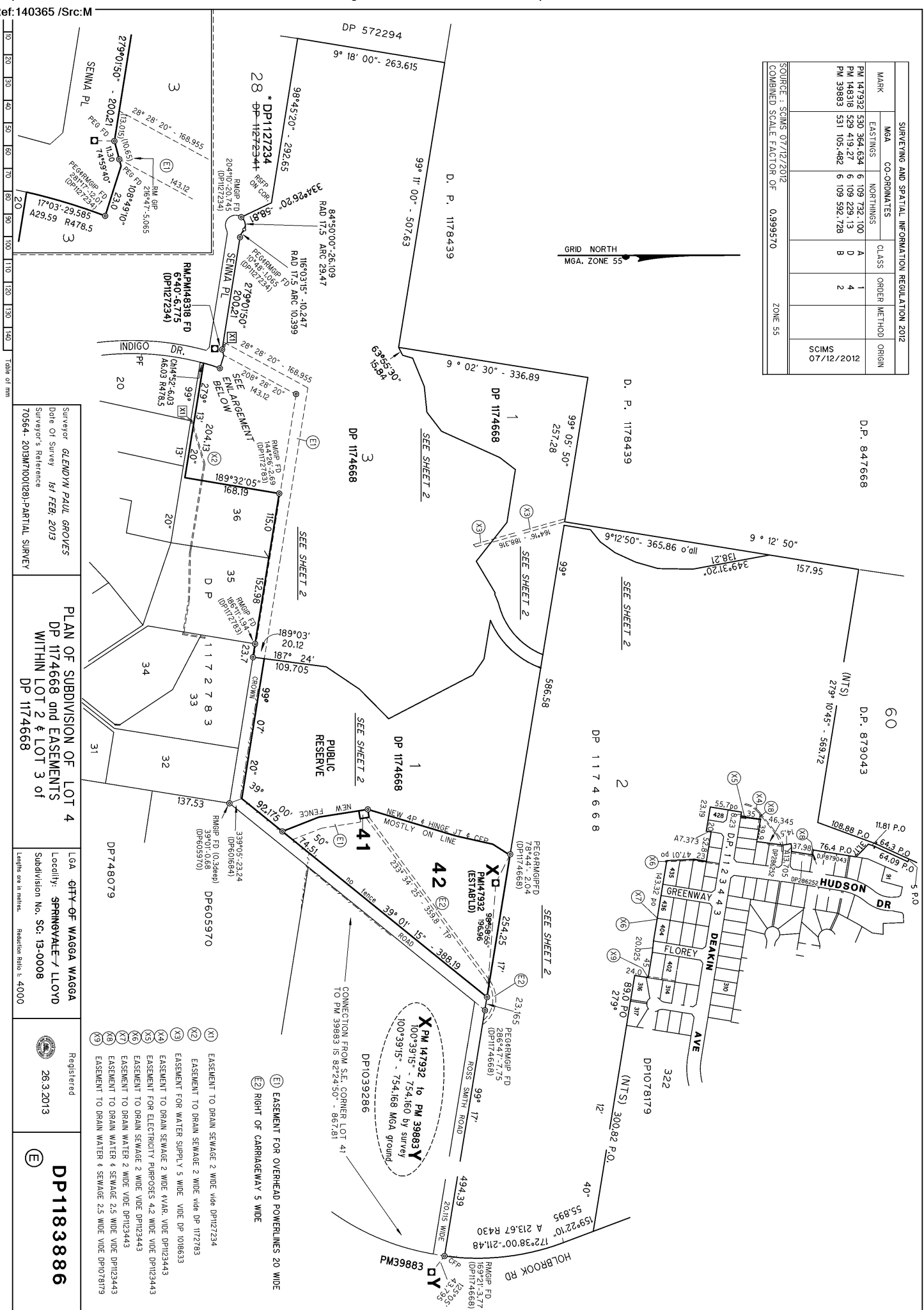
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 2 sheets

ePlan

SURVEYING AND SPATIAL INFORMATION REGULATION 2012				
MARK	MGA	CO-ORDINATES	CLASS	ORDER METHOD ORIGIN
PM 147932	530 364.634	6 109 732.100	A	1
PM 148318	529 419.27	6 109 229.13	D	4
PM 39883	531 105.482	6 109 592.128	B	2
SCIMS 07/12/2012				
SOURCE : SCIMS 07/12/2012				
COMBINED SCALE FACTOR OF 0.999570				
ZONE 55				

GRID NORTH
MGA, ZONE 55



Surveyor **GLENDYN PAUL GROVES**
Date of Survey **1st FEB. 2013**
Surveyor's Reference **70564-2013M7001281-PARTIAL SURVEY**

**PLAN OF SUBDIVISION OF LOT 4
DP 1174668 AND EASEMENTS
WITHIN LOT 2 & LOT 3 of
DP 1174668**

LGA **CITY OF WAGGA WAGGA**
Locality: **SPRINGVALE - LLOYD**
Subdivision No. SC: **13-0008**

Registered
26.3.2013

DP1183886

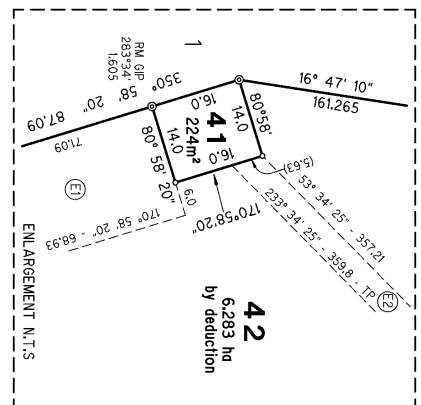


D. P. 1178439

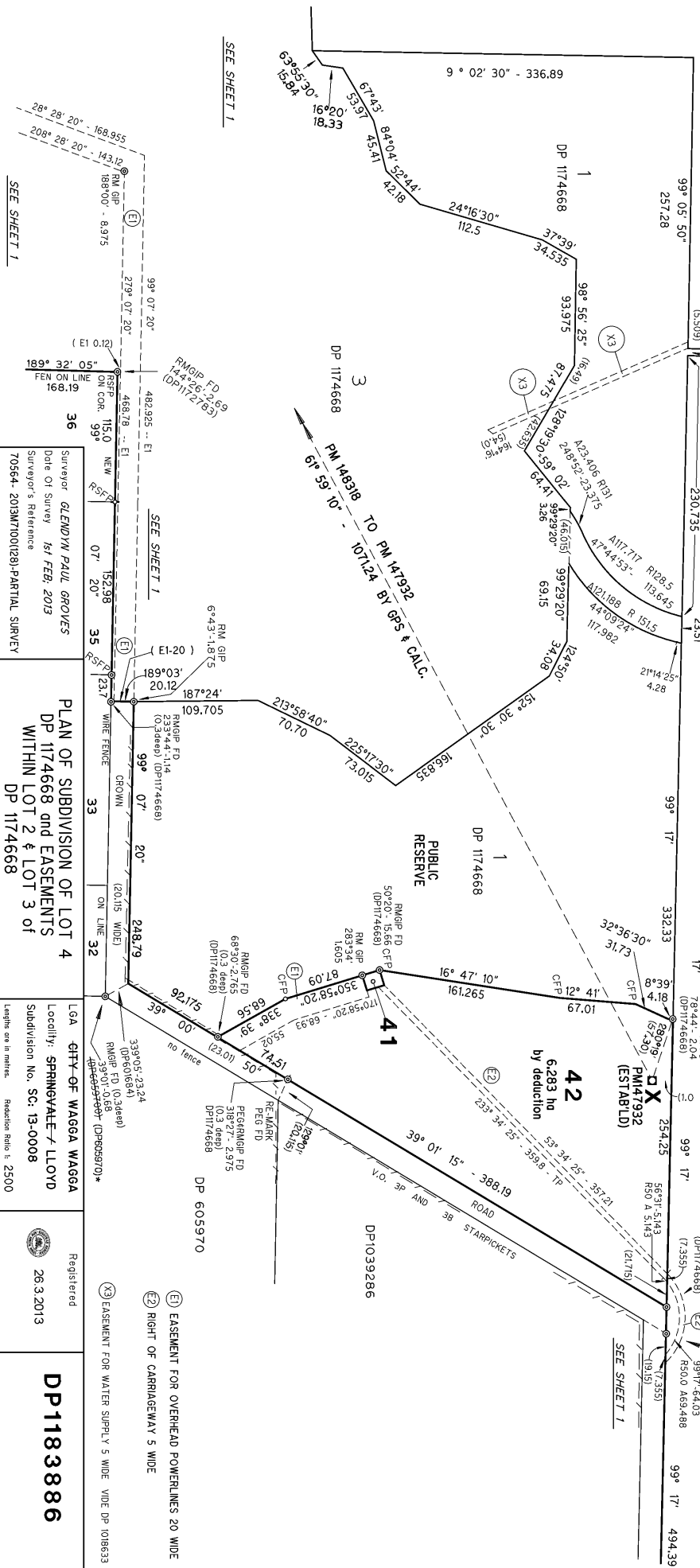
2
DP 1174668

2
DP 1174668

SEE SHEET 1



SEE SHEET 1



36
Surveyor GLENDYN PAUL GROVES
Date of Survey 1st FEB. 2013
Surveyor's Reference
70564-2013M7001(28)-PARTIAL SURVEY

PLAN OF SUBDIVISION OF LOT 4
DP 1174668 and EASEMENTS
WITHIN LOT 2 & LOT 3 of
DP 1174668

LGA CITY OF WAGGA WAGGA
Locality SPRINGVALE & LLOYD
Subdivision No. SC: 13-0008

Registered
26.3.2013

DP1183886

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered:  26.3.2013

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1183886

**PLAN OF SUBDIVISION OF
LOT 4 DP 1174668 AND
EASEMENTS WITHIN LOT 2 & LOT 3
DP 1174668**

LGA: CITY OF WAGGA WAGGA
Locality: SPRINGVALE / LLOYD
Parish: SOUTH WAGGA WAGGA
County: WYNYARD

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Survey Certificate

I, GLENDYN PAUL GROVES
of Esler & Associates 64 HAMMOND AVE, WAGGA WAGGA 2650 ..
a surveyor registered under the *Surveying and Spatial Information Act*
2002, certify that:

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 1st February 2013

*(b) The part of the land shown in the plan (*being/*excluding ^
LOT 41, PART LOT 42 AND NEW EASEMENTS

.....
was surveyed in accordance with the *Surveying and Spatial*
Information Regulation 2012, is accurate and the survey was
completed on 1st February 2013 the part not surveyed was
compiled in accordance with that Regulation.

*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.

Signature: Dated: 4.3.13

Surveyor ID: 1153

Datum Line: X TO Y

Type: *Urban

The terrain is *Level-Undulating

*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that

Subdivision Certificate

I, KEITH SEGHERS
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and*
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.

Signature: K. Seghers

Accreditation number:

Consent Authority: Wagga Wagga City Council

Date of endorsement: 01.03.13

Subdivision Certificate number: SC13/0008

File number: DA12/0268

*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and
drainage reserves.

Plans used in the preparation of survey/compilation.

DP 1174668, DP 1172783, DP 1172734

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference: 70564 -2013M7100(128)PARTIAL SURVEY

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



26.3.2013

Office Use Only

Office Use Only

DP1183886

PLAN OF SUBDIVISION OF
LOT 4 DP 1174668 AND
EASEMENTS WITHIN LOT 2 & LOT 3
DP 1174668

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

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

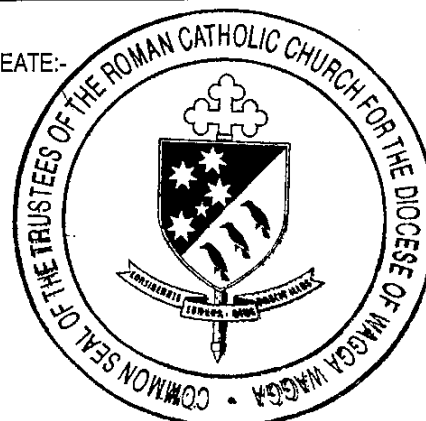
Subdivision Certificate number: SC 13 / 0008

Date of Endorsement: 01.03.13

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

- 1) EASEMENT FOR OVERHEAD POWERLINES 20 WIDE
- 2) RIGHT OF CARRIAGEWAY 5 WIDE

THE COMMON SEAL OF THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH
FOR THE DIOCESE OF WAGGA WAGGA was hereunto affixed under the authority of
a resolution duly passed at a meeting of the body corporate in our presence:-



BISHOP

MEMBER OF THE BODY CORPORATE

PETER GEOFFREY FITZPATRICK
MEMBER OF THE BODY CORPORATE

GERARD HANNA

SIGNED FOR AND ON BEHALF
OF WAGGA WAGGA CITY COUNCIL

AUTHORISED PERSON
KEITH SEGHERS
DEVELOPMENT & SUBDIVISION ENGINEER COORDINATOR.

K. Seghers

Kevin O'Reilly
KEVIN O'REILLY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 70564 -2013M7100(128) PARTIAL SURVEY

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

(Sheet 1 of 2 sheets)

Plan DP1183886

Plan of Subdivision of Lot 4 in DP 1174668 and Easements
within Lot 2 & Lot 3 of DP 1174668 covered by Council
Certificate No. *SC 13/0008 of 1.3.13*

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

**THE TRUSTEES OF
THE ROMAN CATHOLIC CHURCH
FOR THE DIOCESE OF WAGGA WAGGA**
McAroy House
205 Tarcutta Street
WAGGA WAGGA NSW 2650
(as relates Folio Identifier 4/1174668)

PART 1

1. Identity of easement, profit à
prendre, restriction, or positive
covenant to be created and firstly
referred to in the plan: Easement for overhead power lines 20 wide.

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Lot 3 DP 1174668 and Lot 42.	Essential Energy.

2. Identity of easement, profit à
prendre, restriction, or positive
covenant to be created and secondly
referred to in the plan: Right of carriageway 5 wide.

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Lot 2 DP 1174668 and Lot 42.	Lot 41.

This is sheet 1 of a 2 sheet instrument ...

[Signature]

x hehelly x [Signature]

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

(Sheet 2 of 2 sheets)

Plan DP1183886

Plan of Subdivision of Lot 4 in DP 1174668 and Easements
within Lot 2 & Lot 3 of DP 1174668 covered by Council
Certificate No. *SC 13/0008 of 1.3.13*

PART 2

1. **Terms of easement, profit à prendre, restriction, or positive covenant firstly referred to in the plan.**

Easement for overhead power lines as defined in Part A of Memorandum No. AG189384 registered on the register held under the Real Property Act 1900.

DATED the *15th* day of *FEBRUARY* 2013.

THE COMMON SEAL OF)
THE TRUSTEES OF THE)
ROMAN CATHOLIC CHURCH FOR)
THE DIOCESE OF WAGGA WAGGA)
was hereunto affixed under the authority)
of a resolution duly passed at a meeting)
of the Body Corporate in our presence:-)



+ Gerard Hanna
Bishop *GERARD HANNA*

Kevin O'Reilly
Members of the Body Corporate
KEVIN O'REILLY

PETER FITZPATRICK

SIGNED for and on behalf of)
THE COUNCIL OF THE)
CITY OF WAGGA WAGGA)
by its authorised officer)
in the presence of:-)

K. Seghers

KEITH SEGHERS

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 700/1242827

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/10/2019	2:10 PM	1	5/7/2018

LAND

LOT 700 IN DEPOSITED PLAN 1242827
AT LLOYD
LOCAL GOVERNMENT AREA WAGGA WAGGA
PARISH OF SOUTH WAGGA WAGGA COUNTY OF WYNYARD
TITLE DIAGRAM DP1242827

FIRST SCHEDULE

THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE
OF WAGGA WAGGA

SECOND SCHEDULE (15 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 K614743 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 K668082 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 DP1123443 EASEMENT TO DRAIN WATER AND SEWAGE 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1123443 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1123443 EASEMENT FOR ELECTRICITY PURPOSES 4.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1174668 EASEMENT TO DRAIN SEWAGE 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1183886 RIGHT OF CARRIAGEWAY 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1196872 EASEMENT TO DRAIN WATER AND SEWAGE 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1222168 EASEMENT TO DRAIN SEWAGE AND WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1222168 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1222168 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE AFFECTING

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 700/1242827

PAGE 2

SECOND SCHEDULE (15 NOTIFICATIONS) (CONTINUED)

-
- THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1242827 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1242827 EASEMENT TO DRAIN SEWAGE AND WATER 2.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 15 DP1242827 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION
4.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

181860

PRINTED ON 22/10/2019

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

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

Plan: **DP1242827**

(Sheet 1 of ⁸7 sheets)
 Plan of Subdivision of Lot 600 DP 1222168
 and Easement within Lot 9 DP 1183084
 covered by Council's Certificate No. SC18/0019
 dated 19th JUNE, 2018

Full name and address
 of the owner of the land
 Lot 600 DP 1222168

The Trustees of the Roman Catholic Church
 for the Diocese of Wagga Wagga
 PO Box 5668
 Wagga Wagga NSW 2650

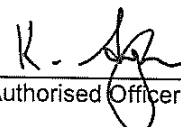
Full name and address
 of the owner of the land
 Lot 9 DP 1183084

Wagga Wagga City Council
 Corner Baylis & Morrow Streets
 Wagga Wagga NSW 2650

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain sewage 2 wide (shown as E1 on the plan)	699, 700, 701, 704 to 713 inclusive, 719, 720, 722 to 727 inclusive, 755, 756 & Lot 9 DP 1183084	The Council of the City of Wagga Wagga
2	Easement to drain sewage and water 2.5 wide (shown as E2 on the plan)	700, 714 to 718 inclusive, 720, 728 to 730 inclusive, 737 to 744 inclusive, 748, 751 & 752	The Council of the City of Wagga Wagga
3	Easement to drain sewage 2 wide and variable (shown as E3 on the plan)	731 to 733 inclusive, 735, 749, 759 & 760	The Council of the City of Wagga Wagga
4	Easement to drain water 2.5 wide (shown as E4 on the plan)	749, 750, 757 & 760	The Council of the City of Wagga Wagga
5	Easement to drain sewage and water 2.5 wide and variable (shown as E5 on the plan)	753 & 754	The Council of the City of Wagga Wagga
6	Easement to drain sewage 2.5 wide (shown as E6 on the plan)	699, 740 & 751	The Council of the City of Wagga Wagga
7	Easement for multi-purpose electrical installation 4.2 wide (shown as E7 on the plan)	700	Essential Energy
8	Positive Covenant	Each and every other lot excluding lot 700	The Council of the City of Wagga Wagga
9	Restriction on the use of land	Each and every other lot excluding lot 700	Each and every other lot excluding lot 700

APPROVED BY THE COUNCIL
 OF THE CITY OF WAGGA WAGGA


 Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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CONVEYANCING ACT, 1919

Plan: **DP1242827**

(Sheet 2 of ⁸7 sheets)
Plan of Subdivision of Lot 600 DP 1222168
and Easement within Lot 9 DP 1183084
covered by Council's Certificate No. SC18/0019
dated 19th JUNE, 2018

PART 2

1. Terms of easement secondly referred to in the plan:

Easement to Drain Sewage 2.5 wide as defined in Part 4 Schedule 8 of the *Conveyancing Act* and Easement to Drain Water 2.5 wide as defined in Part 3 Schedule 8 of the *Conveyancing Act*.

2. Terms of easement fifthly referred to in the plan:

Easement to Drain Sewage 2.5 wide and variable as defined in Part 4 Schedule 8 of the *Conveyancing Act* and Easement to Drain Water 2.5 wide and variable as defined in Part 3 Schedule 8 of the *Conveyancing Act*.

3. Terms of easement seventhly referred to in the plan:


Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384 as registered at LPI.

4. Terms of Positive Covenant eighthly referred to in the plan:

(1) Pervious to Impervious Ratio

- (a) The lot must be developed and maintained at all times after an Occupation Certificate is issued for any dwelling on the lot so that a pervious to impervious ratio of the surface area treatments of 20:80 is achieved in accordance with the plan entitled *Lloyd Estate Stage 7 Impervious/Pervious Calculation Plan* approved and held by Council.
- (b) The land area to be included in the calculation of 20:80 ratio shall include the entire lot and the area of the road reserve immediately adjacent to the lot.
- (c) The area of the road reserve adjacent to the lot to be included shall be measured as follows: between a line drawn as a continuation of the side boundaries of the lot (where they meet the front boundary) to the centre line of the road (being a line along the centre of the road equidistant from the front boundaries of the lots adjacent to it); noting that:
 - (i) no area of any road reserve shall be apportioned to more than one lot for the purposes of this calculation;
 - (ii) for corner lots, the road reserve to be included in calculations will extend around the corner; and
 - (iii) lots that are further subdivided under community title or strata subdivision shall be calculated on the underlying Torrens title allotment.

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA



Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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CONVEYANCING ACT, 1919

Plan: **DP1242827**

8
(Sheet 3 of 7 sheets)
Plan of Subdivision of Lot 600 DP 1222168
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covered by Council's Certificate No. SC18/0019
dated 19th JUNE, 2018

(2) Road Reserve

The owner of the lot must retain the existing impervious nature of the finished surface of the road reserve immediately adjacent to the lot from the property boundary to the kerb of the road (being the area defined by the lateral extent of a line drawn as a continuation of the side boundaries of the lot where they meet the front boundary) unless the road reserve is done in accordance with the standards set out in the *Road Reserve Treatment Standard (as amended)* and the *Street Tree Master Plan (as amended)* as approved by Council and it complies with Council's policy 008 *Road Reserve Policy* as amended from time to time.

(3) Gardens and landscaping

All gardens and landscaping on every lot shall be constructed and maintained in accordance with the *Lloyd Landscaping and Garden Design Guideline* prepared by MJM Consulting and approved of by Council.

(4) Cats

Any cats (*Felis Catus*) living on a lot and under the ownership or control of a resident of that lot shall be controlled in such a way so as to prevent such cat roaming freely outdoors between sunset and sunrise.

(5) Fixed irrigation systems and grey water

The owner of a lot must not install:-

- (a) fixed irrigation systems between the lot boundary and the adjacent kerb alignment; and
- (b) grey water re-use systems in any dwelling.

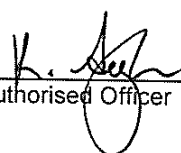
(6) Development Control Plan

Any development upon a lot shall comply with the requirements of Chapter 15 of the *Wagga Wagga Development Control Plan 2010*.

5. **Terms of restrictions ninthly referred to in the plan:**

- (a) No more than one dwelling shall be constructed except on lots 701, 710, 730, 735, 736, 748, 755, 759 and 760 where multiple dwellings are permitted.
- (b) No dwelling shall have a floor area of less than 140 square metres under the main roof exclusive of any verandahs, carports or garages noting that this restriction shall not apply to lots 701, 710, 730, 735, 736, 748, 755, 759 and 760 in the event that more than one dwelling is erected.
- (c) No dwelling or garage shall be constructed of a material other than brick, brick veneer, stone, hebel block or panels, "weathertex" (Scyon Linea Board Cladding) or similarly treated timber or reconstituted timber weatherboards, cement block or concrete construction with slate, tile or steel sheet roof.

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA


Authorised Officer

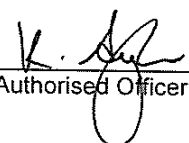
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CONVEYANCING ACT, 1919

Plan: **DP1242827**

(Sheet 4 of 6 sheets)
Plan of Subdivision of Lot 600 DP 1222168
and Easement within Lot 9 DP 1183084
covered by Council's Certificate No. SC 18/0019
dated 19th JUNE, 2018

- (d) No dwelling, garage or other out building may be erected which is not constructed entirely of new materials or which has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise.
- (e) No building (other than a dwelling or garage) shall:-
- (i) be constructed of a material other than brick, brick veneer or steel sheet;
 - (ii) have a roof constructed of material other than tile, slate or steel sheet;
 - (iii) have a floor area greater than 65 square metres;
 - (iv) exceed at any point three metres in height above ground floor level.
- (f) No carport shall be permitted to be erected or to remain and no garage shall be permitted to be erected or to remain unless it is constructed with a pitched roof.
- (g) No advertising signs or awnings shall be erected or be displayed or be allowed to remain other than street numbers and house names which shall not exceed 60 centimetres x 30 centimetres in size.
- (h) No building shall be used or allowed to be used for any purpose other than as a private dwelling house or outbuilding incidental thereto and shall not nor shall any part thereof be used or allowed to be used for a residential unit, strata unit or flat save for lots 701, 710, 730, 735, 736, 748, 755, 759 and 760 whereupon multiple dwellings and residential strata or neighbourhood subdivision is permitted.
- (i) No lot or building thereon shall be used for any noxious, noisome or offensive trade or calling.
- (j)
- (i) No fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected between the front street alignment and the building line, provided that this shall not apply to any corner lot.
 - (ii) No fencing other than steel sheet fencing (the colour of the coating of which is the "colorbond" colour known as "sandstone", "riverstone" or equivalent colour) not exceeding two metres in height shall be used along the remaining boundaries provided that in the case of a corner lot this restriction shall apply to one frontage only.
 - (iii) In the case of a corner lot no fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected any closer to the front street alignment than the house building erected on the lot.
- (k) During the ownership of any adjoining land by The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga, its successors or assigns other than purchasers on sale no fence shall be erected on any lot to divide it from any such adjoining lot without the consent of Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga, its successors or assignees other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga, its successors, assigns other than purchasers on sale and in favour of any such person dealing with the owner of any lot from time to time such consent shall be deemed to have been given in respect of every such fence for the time being erected.

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA


Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
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Plan: **DP1242827**

(Sheet 5 of 7 sheets)
Plan of Subdivision of Lot 600 DP 1222168
and Easement within Lot 9 DP 1183084
covered by Council's Certificate No. SC18/0019
dated 19th JUNE, 2018

- (l) The term "Steel Sheet" when herein used in these restrictions shall mean aluminium/zinc coated or galvanised steel sheet with one of the following finishes:-
- (i) silicone polyester pre-finished baked onto one or both sides;
 - (ii) 0.215 millimetres thick vinyl film laminated onto one or both sides; and
 - (iii) acrylic film pre-finished to one or both sides.

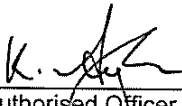
Name of Person or Authority Empowered to Release, Vary or Modify Positive Covenant eighthly referred to in the Plan:

The Council of the City of Wagga Wagga

Name of Person or Authority Empowered to Release, Vary or Modify Restrictions on Use of Land ninthly referred to in the Plan:

The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga until the expiry of ten (10) years from the date on which the abovementioned plan is registered is a deposited plan thereafter by the person or person in whom the legal estate is for the time being vested in the land in the said deposited plan (other than street or public areas) having a common boundary with the land burdened provided that any such release, variation or modification shall, if approved, be made and done in all respects of the cost and expense of the person requesting such release, variation or modification.

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA



Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Plan: **DP1242827**

(Sheet 6 of ⁶7 sheets)
Plan of Subdivision of Lot 600 DP 1222168
and Easement within Lot 9 DP 1183084
covered by Council's Certificate No. SC18/0019
dated 19th JUNE, 2018

EXECUTED by
THE TRUSTEES OF THE
ROMAN CATHOLIC CHURCH FOR
THE DIOCESE OF WAGGA WAGGA
by its duly appointed under power of
attorneys under power of attorney
Book 4718 No 969 in the presence of:-


Signature of Witness

Joanne Lisa Cresswell
Name of Witness
197 Tarcutta Street
WAGGA WAGGA

Address of Witness


Signature of Witness

Karen Therese Williams
Name of Witness
Bishop's Office
205 Tarcutta Street
WAGGA WAGGA

Address of Witness

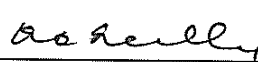

Signature of Witness

Karen Therese Williams
Name of Witness
Bishop's Office
205 Tarcutta Street
WAGGA WAGGA

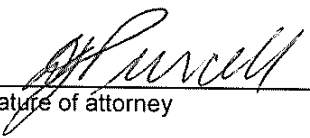
Address of Witness


Signature of attorney

PETER GEOFFREY FITZPATRICK
Full Name of attorney


Signature of attorney

Rev. Kevin Joseph O'Reilly
Full Name of attorney


Signature of attorney

Dennis J Purcell
Full Name of attorney

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA


Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Plan: **DP1242827**

(Sheet 7 of ⁸ sheets)
Plan of Subdivision of Lot 600 DP 1222168
and Easement within Lot 9 DP 1183084
covered by Council's Certificate No. SC 18/0019
dated 19th JUNE, 2018

WAGGA WAGGA CITY COUNCIL by its
authorised delegate pursuant to Section 377
of the *Local Government Act, 1919*:

J. Clarke
Signature of witness

Jenna Clarke
Name of witness

20 Dunns Road
Address of witness
Wagga NSW 2650

K. Seghers
Signature of delegate

KEITH SEGHERS
Name of delegate

MB RW
EXECUTED by
ESSENTIAL ENERGY
by its duly appointed attorney under
Power of Attorney Book 4677 No. 684
in the presence of:- 4728 768

R Myers
Signature of Witness
RAELENE MYERS
JP202504
8 Buller Street
Port Macquarie 2444
Name of Witness

M Bice
Signature of attorney

Melissa Bice, Acting Deputy
Name and Title of attorney
General Counsel

~~Signature of attorney~~

~~Name and Title of attorney~~

A
APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA

K. Seghers
Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Plan: **DP1242827**

(Sheet 8 of 8 sheets)

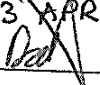
Plan of Subdivision of Lot 600 DP 1222168

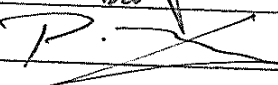
and Easement within Lot 9 DP 1183084

covered by Council's Certificate No. SC18/0019

dated 19th JUNE, 2018

Signed under delegated authority for and on
behalf of the Council of the City of Wagga
Wagga by its Mayor and General Manager
pursuant to Resolution No. 18/131
dated 23 APRIL 2018


Acting
Mayor

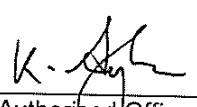

General Manager

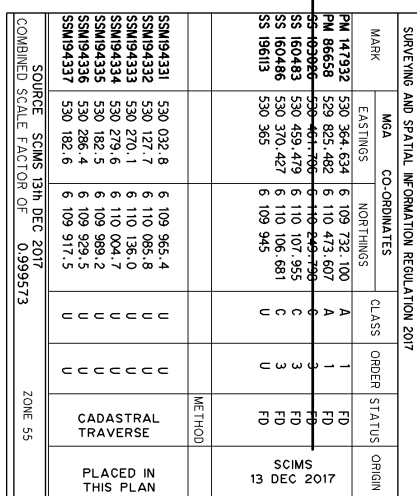
REGISTERED



05.07.2018

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA


Authorised Officer



- (X1) EASEMENT TO DRAIN SEWAGE & WATER 2.5 WIDE VIDE DRP1222166
- (X2) EASEMENT TO DRAIN WATER AND SEWAGE 2.5 WIDE VIDE DRP19666
- (X3) EASEMENT TO DRAIN WATER 2.5 WIDE VIDE DRP1222166
- (X4) EASEMENT TO DRAIN SEWAGE 2 WIDE VIDE DRP1222166
- (X5) EASEMENT TO DRAIN SEWAGE 2 WIDE VIDE DRP1222166
- (X6) EASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE VIDE DRP1234443
- (X7) EASEMENT TO DRAIN WATER 2.5 WIDE VIDE DRP1234443
- (X8) EASEMENT FOR ELECTRICITY PURPOSES 4.2 WIDE VIDE DRP1234444
- (X9) EASEMENT FOR ELECTRICITY PURPOSES 4.2 WIDE VIDE DRP1234444
- (X10) RIGHT OF CARRIAGEWAY 5 WIDE VIDE DRP193866

(U) - COVENANT (K614743)
(S) - COVENANT (K668082)
(T) - COVENANT (K613328)
- RESTRICTIONS ON THE USE OF LAND (NO5) (NO6) DP946716
- RESTRICTIONS ON THE USE OF LAND (NO5) DP1035087

DP1242827

THIS SHEET FOR REFERENCE MARKS

157°45' - 549.09
145°-153.23
330°23'50"-111
140°-131.61
41°36'30"-136
09°45"-387.802 MG
42°-387.815 SURV
700

287°43'40"
 5M194331
 6°20' - 71.67
 50°30' - 75.5
 19 MGA
 PM147932
 PM144W
 302°54' - 5.645
 308°36' - 18.98
 SSM 19413 FD

(24' WIDE)

RINDHW 746
RINDHW 31257-5.41

RINDHW 747

REFERENCE MARKS

OR	BEARING	DISTANCE	DESCRIPTION	ORIGIN
A	266°05'	3.375	DRILL HOLE # WING	PLACED
B	278°36'	3.23	DRILL HOLE # WING	PLACED
C	359°49'	6.145	DRILL HOLE # WING	PLACED
D	87°06'	3.48	SSM 194334	PLACED
E	300°47'	2.55	DRILL HOLE # WING	PLACED

[illegible][illegible]

Station	Distance	Remarks
120+20'	7.785	DRILL HOLE 4 WING PLACED
120+30'	228.3'	DRILL HOLE 4 WING PLACED
129+56'	3.41	DRILL HOLE 4 WING PLACED
129+56'	8.545	DRILL HOLE 4 WING PLACED
129+41'	3.475	DRILL HOLE 4 WING PLACED
127+25'	11.005	DRILL HOLE 4 WING PLACED
127+10'	2.455	DRILL HOLE 4 WING PLACED

2	2/3/16	3+63	DRILL HOLE & WING	PLACED
255955 <td>110 <td></td> <td>DRILL HOLE & WING <td></td> </td></td>	110 <td></td> <td>DRILL HOLE & WING <td></td> </td>		DRILL HOLE & WING <td></td>	

Surveyor GLENDYN PAUL GROVES Date Of Survey 04/05/2018 Surveyor's Reference 17166	E
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[illegible]

"LW" MEANS LEE WAY13 WIDE
RICHITY PURPOSES 4.2 WIDE WIDE DP1123443

DP1242827

Surveyor GLENDYN PAUL GROVES Date Of Survey 04/05/2018 Surveyor's Reference 17166	PLAN OF SUBDIVISION OF LOT 600 DP 1222168 AND EASEMENTS WITHIN LOT 9 DP1183084
--	--

LGA	WAGGA WAGGA
Locality:	LLOYD
Subdivision No.	SC 18-0019

Registered
05.07.2018

DP1242827

PLAN FORM 2 (A2)

DP1242827

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

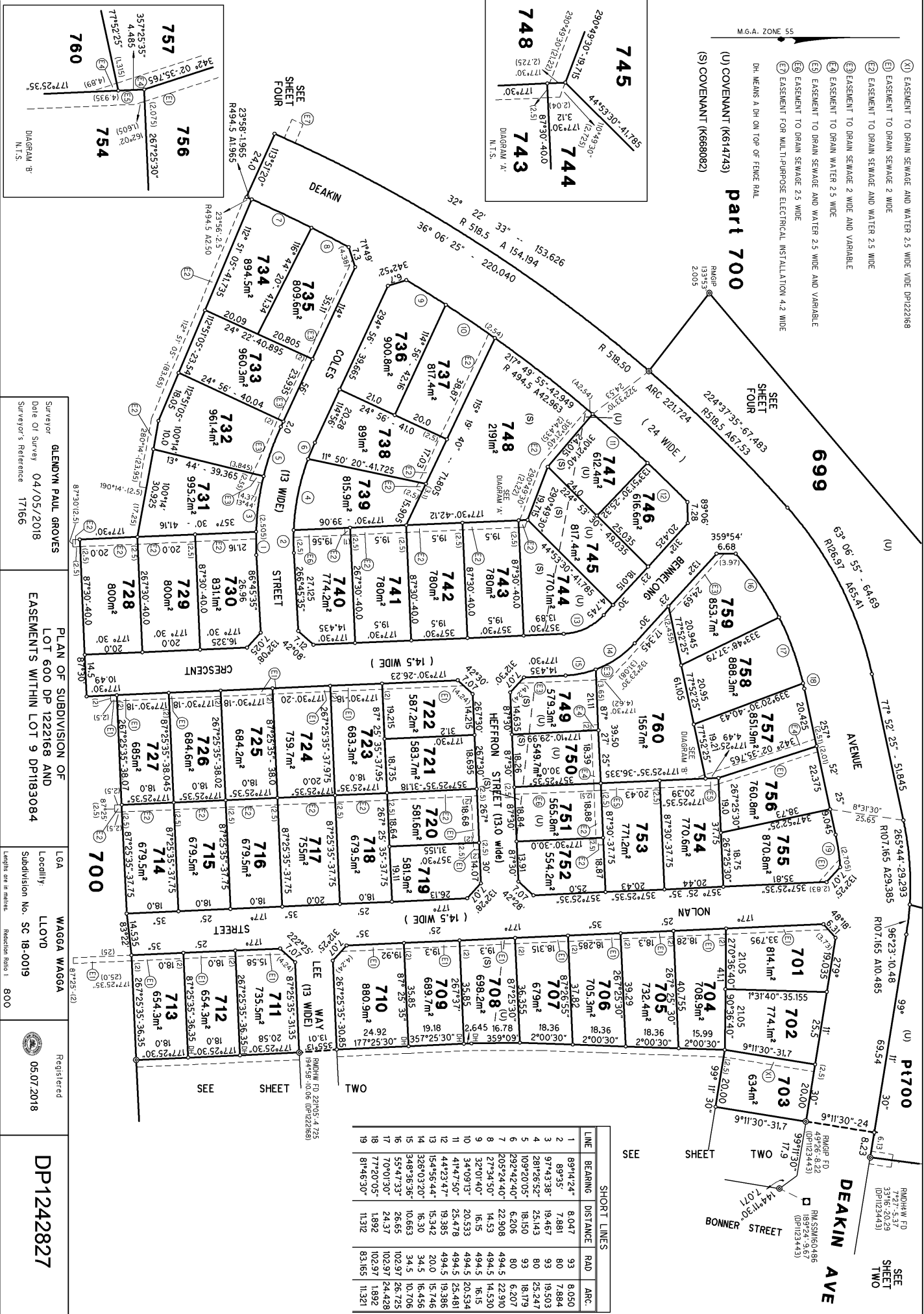
LX.MIL

Sheet 3 of 4 sheets

- (X) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE WIDE DP1222168
- (E2) EASEMENT TO DRAIN SEWAGE 2 WIDE
- (E2) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE
- (E3) EASEMENT TO DRAIN SEWAGE 2 WIDE AND VARIABLE
- (E3) EASEMENT TO DRAIN WATER 2.5 WIDE
- (E3) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE AND VARIABLE
- (E3) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (E7) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- DM MEANS A DR ON TOP OF FENCE RAIL

(U) COVENANT (K614743)
(S) COVENANT (K668082)

part 700



LINE	BEARING	DISTANCE	RAD	ARC
1	89°14'24"	8.047	93	8.050
2	89°35'	7.881	80	7.884
3	97°43'38"	19.487	93	19.503
4	28°26'22"	25.143	93	25.247
5	109°20'05"	18.150	93	18.179
6	29°42'40"	6.206	80	6.207
7	205°24'40"	22.908	93	22.910
8	27°34'50"	14.530	93	14.530
9	32°01'40"	16.15	93	16.15
10	34°09'13"	20.533	93	20.534
11	41°47'50"	25.478	93	25.481
12	44°23'47"	19.385	93	19.386
13	154°56'44"	15.342	20.0	15.746
14	44°23'47"	16.30	34.5	16.456
15	34°09'13"	10.663	34.5	10.706
16	55°47'33"	26.65	102.97	26.725
17	70°01'30"	24.37	102.97	24.428
18	77°20'05"	1.892	102.97	1.892
19	87°46'30"	11.312	83.165	11.321

PLAN OF SUBDIVISION OF
LOT 600 DP 1222168 AND
EASEMENTS WITHIN LOT 9 DP183084

Surveyor
Date of Survey
Surveyor's Reference

GLENDYN PAUL GROVES
04/05/2018
17166

LGA
Locality
Subdivision No.

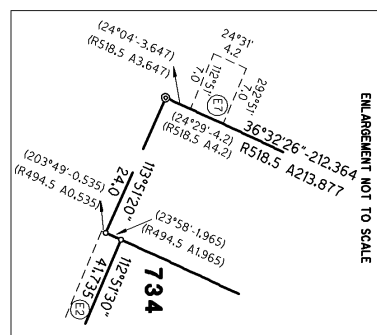
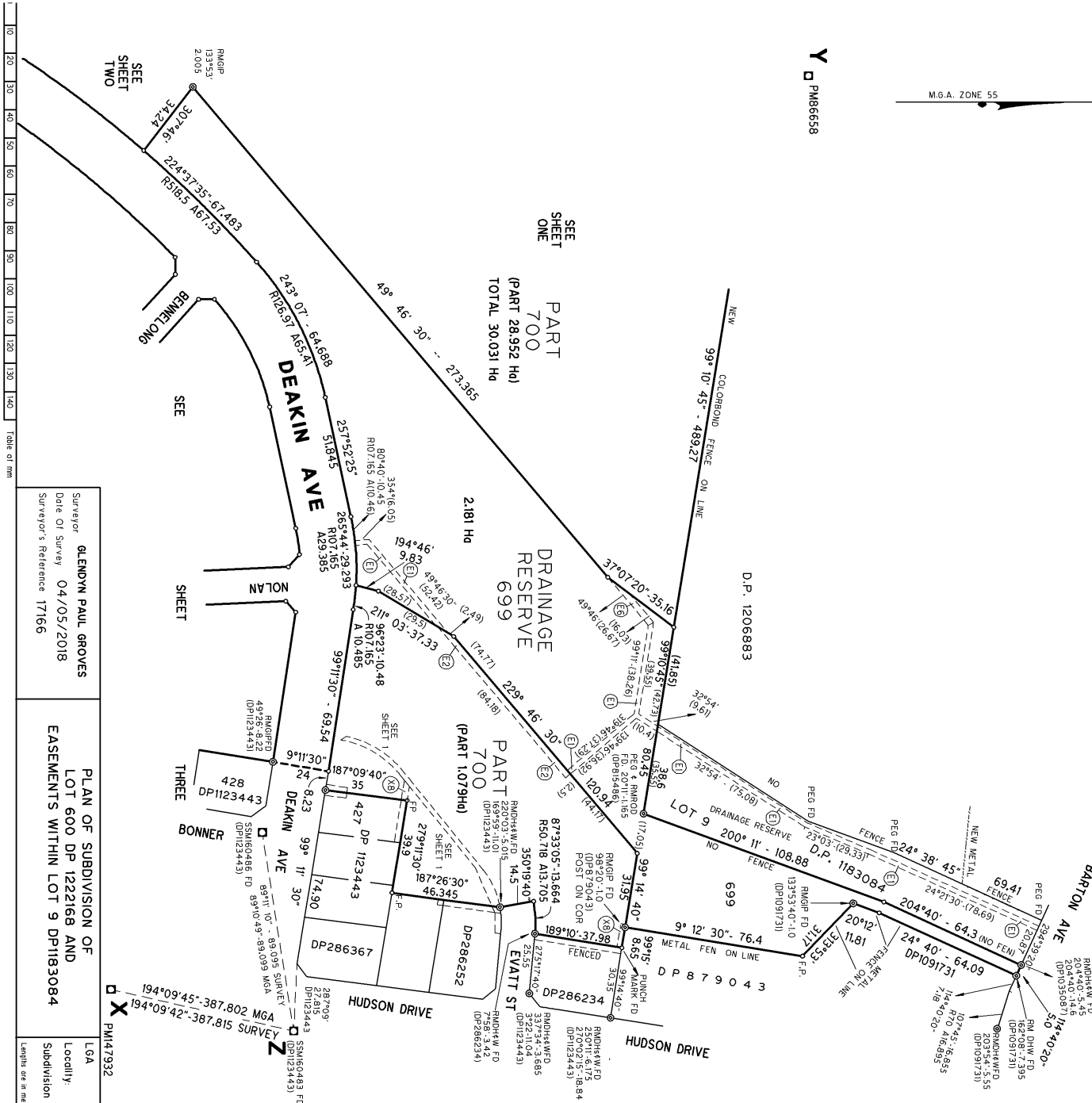
WAGGA WAGGA
LLOYD
SC 18-0019

Registered
05.07.2018

DP1242827

Y
PM86658

M.G.A. ZONE 55



- (E) EASEMENT TO DRAIN SEWAGE 2 WIDE
- (E2) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE
- (E3) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (E4) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- (E5) EASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE WIDE DP123443

ENLARGEMENT NOT TO SCALE

734

Surveyor
Date Of Survey
Surveyor's Reference

GLENDYN PAUL GROVES
04/05/2018
17166



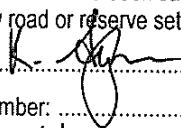
PLAN OF SUBDIVISION OF
LOT 600 DP 1222168 AND
EASEMENTS WITHIN LOT 9 DP1183084

LGA
Locality
Subdivision No.

WA66A WA66A
LLOYD
SC 18-0019

Registered
05.07.2018

DP1242827

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Registered:  05.07.2018 Title System: TORRENS	Office Use Only DP1242827	
PLAN OF SUBDIVISION OF LOT 600 DP1222168 AND EASEMENT WITHIN LOT 9 DP1183084	LGA: WAGGA WAGGA Locality: LLOYD Parish: SOUTH WAGGA WAGGA County: WYNYARD	
Survey Certificate I, GLENDYN PAUL GROVES OF ESLERS LAND CONSULTING, 64 HAMMOND AVE WAGGA WAGGA 2650..... a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on or *(b) The part of the land shown in the plan (*being/*excluding LOT 700) was surveyed in accordance with the <i>Surveying and Spatial</i> <i>Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 14.5.18 the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: X (PM147932) TO Y (PM86658) Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 19.6.18 Surveyor Identification No: 1153..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, <u>Keith Seghers</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Wagga City Council</u> Date of endorsement: <u>19 June 2018</u> Subdivision Certificate number: <u>SC18/0019</u> File number: <u>DA11/0510</u> *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP1222168, DP1206883, DP1183084, DP 1035087 DP1123443, DP1091731, DP286234, DP286252.	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE extensions of DEAKIN AVENUE AND LEE WAY TO THE PUBLIC AS PUBLIC ROAD. AND NOLAN STREET, HEFFRON STREET, BENNELONG CRESCENT AND COLES STREET TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 699 AS DRAINAGE RESERVE.	
Surveyor's Reference: 17166	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2012) 2017

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



05.07.2018

Office Use Only

Office Use Only

DP1242827

2017

PLAN OF SUBDIVISION OF
LOT 600 DP 1222168 AND EASEMENT
WITHIN LOT 9 DP1183084

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

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

Subdivision Certificate number: SC18/0019

Date of Endorsement: 19 June 2018

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

- 1) EASEMENT TO DRAIN SEWAGE 2.0 WIDE
- 2) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE
- 3) EASEMENT TO DRAIN SEWAGE 2 WIDE AND VARIABLE
- 4) EASEMENT TO DRAIN WATER 2.5 WIDE
- 5) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE AND VARIABLE
- 6) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- 7) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- 8) POSITIVE COVENANT
- 9) RESTRICTIONS ON THE USE OF LAND

THE COMMON SEAL OF THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH
FOR THE DIOCESE OF WAGGA WAGGA was hereunto affixed under the authority of
a resolution duly passed at a meeting of the body corporate in our presence:-

BISHOP

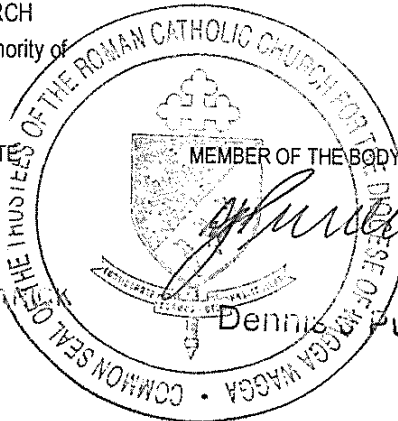
for
Kevin Joseph O'Reilly

MEMBER OF THE BODY CORPORATE

Peter Geoffrey Fitzpatrick

Rev. Kevin Joseph O'Reilly

PETER GEOFFREY FITZPATRICK



MEMBER OF THE BODY CORPORATE

Dennis Purcell
Dennis Purcell

Surveyor's Reference: 17166

PLAN FORM 6A (2012) 2017

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



05.07.2018

Office Use Only

Office Use Only

DP1242827

PLAN OF SUBDIVISION OF

**LOT 600 DP 1222168 AND EASEMENT
 WITHIN LOT 9 DP1183084**

2017

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

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

Subdivision Certificate number: SC18/0019

Date of Endorsement: 19 June 2018

LOT	STREET NUMBER	STREET NAME TYPE	LOCALITY
699	7	BARTON AVE	LLOYD
700	RESIDUE	DEAKIN AVE	LLOYD
701	1	NOLAN STREET	LLOYD
702	45	DEAKIN AVE	LLOYD
703	43	DEAKIN AVE	LLOYD
704	3	NOLAN STREET	LLOYD
705	5	NOLAN STREET	LLOYD
706	7	NOLAN STREET	LLOYD
707	9	NOLAN STREET	LLOYD
708	11	NOLAN STREET	LLOYD
709	13	NOLAN STREET	LLOYD
710	4	LEE WAY	LLOYD
711	3	LEE WAY	LLOYD
712	19	NOLAN STREET	LLOYD
713	21	NOLAN STREET	LLOYD
714	20	NOLAN STREET	LLOYD
715	18	NOLAN STREET	LLOYD
716	16	NOLAN STREET	LLOYD
717	14	NOLAN STREET	LLOYD
718	12	NOLAN STREET	LLOYD
719	10	NOLAN STREET	LLOYD
720	3	HEFFERON STREET	LLOYD
721	5	HEFFERON STREET	LLOYD
722	7	BENNELONG CRES	LLOYD
723	9	BENNELONG CRES	LLOYD
724	11	BENNELONG CRES	LLOYD
725	13	BENNELONG CRES	LLOYD
726	15	BENNELONG CRES	LLOYD
727	17	BENNELONG CRES	LLOYD
728	20	BENNELONG CRES	LLOYD
729	18	BENNELONG CRES	LLOYD
730	1	COLES STREET	LLOYD
731	3	COLES STREET	LLOYD
732	5	COLES STREET	LLOYD
733	7	COLES STREET	LLOYD
734	71	DEAKIN AVE	LLOYD
735	9	COLES STREET	LLOYD
736	8	COLES STREET	LLOYD
737	65	DEAKIN AVE	LLOYD
738	6	COLES STREET	LLOYD

If space is insufficient use additional annexure sheet


Surveyor's Reference: 17166

PLAN FORM 6A (2012) 2017

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  05.07.2018 Office Use Only

Office Use Only

DP1242827

PLAN OF SUBDIVISION OF
 LOT 600 DP 1222168 AND EASEMENT
 WITHIN LOT 9 DP1183084

2017

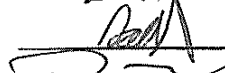

This sheet is for the provision of the following information as required:✓

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

Subdivision Certificate number: SC18/0019
 Date of Endorsement: 19 June 2018

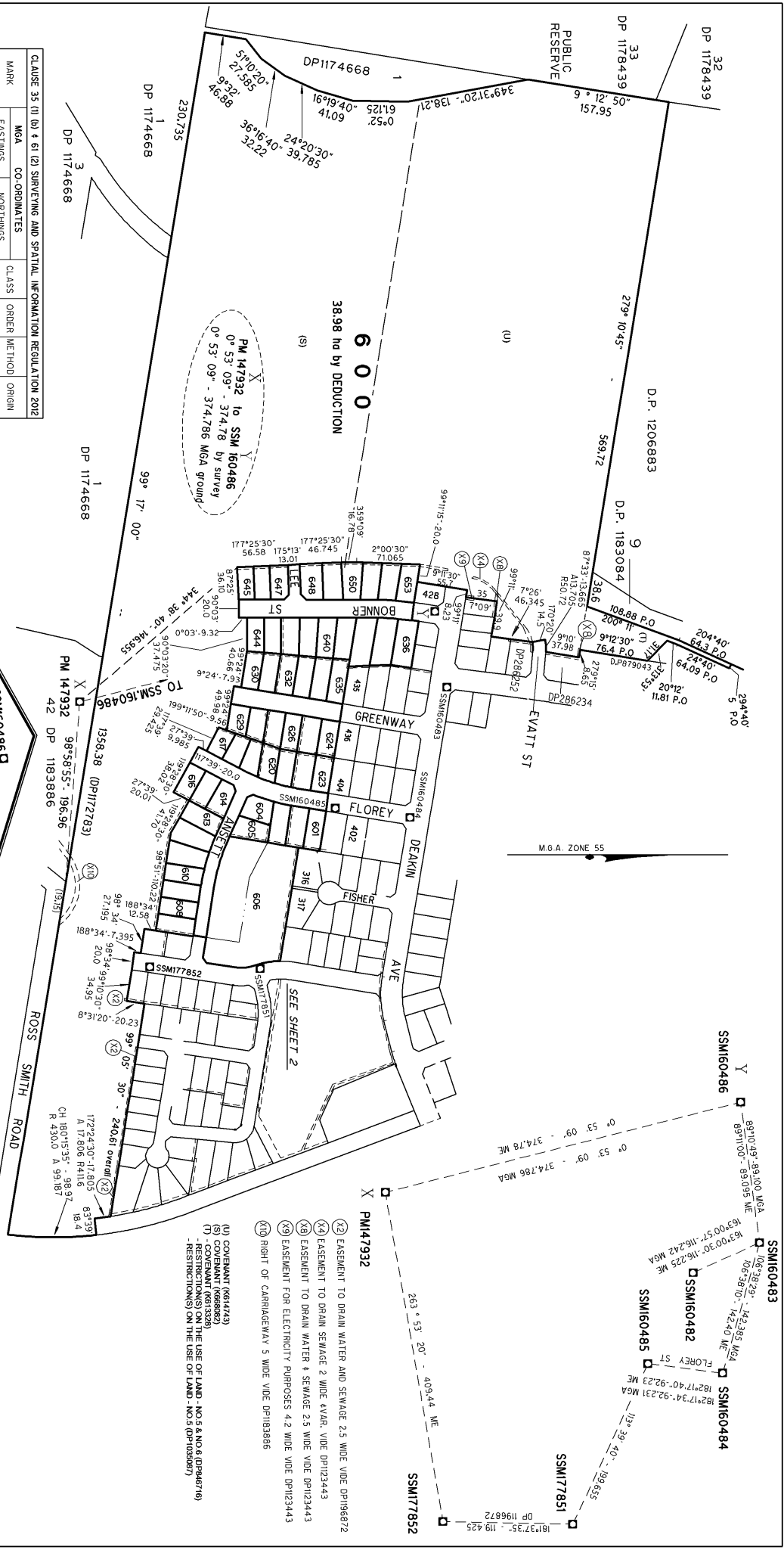
LOT	STREET NUMBER	STREET NAME TYPE	LOCALITY
739	4	COLES STREET	LLOYD
740	2	COLES STREET	LLOYD
741	12	BENNELONG CRES	LLOYD
742	10	BENNELONG CRES	LLOYD
743	8	BENNELONG CRES	LLOYD
744	6	BENNELONG CRES	LLOYD
745	4	BENNELONG CRES	LLOYD
746	2	BENNELONG CRES	LLOYD
747	61	DEAKIN AVE	LLOYD
748	63	DEAKIN AVE	LLOYD
749	5	BENNELONG CRES	LLOYD
750	6	HEFFERON STREET	LLOYD
751	4	HEFFERON STREET	LLOYD
752	8	NOLAN STREET	LLOYD
753	6	NOLAN STREET	LLOYD
754	4	NOLAN STREET	LLOYD
755	2	NOLAN STREET	LLOYD
756	51	DEAKIN AVE	LLOYD
757	53	DEAKIN AVE	LLOYD
758	55	DEAKIN AVE	LLOYD
759	1	BENNELONG CRES	LLOYD
760	3	BENNELONG CRES	LLOYD

Signed under delegated authority for and on
 behalf of the Council of the City of Wagga
 Wagga by its Mayor and General Manager
 pursuant to Resolution No. 18/131
 dated 23 APRIL 2018

 Acting Mayor
 General Manager

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17166



CLAUSE 35 (1) (b) & (12) SURVEYING AND SPATIAL INFORMATION REGULATION 2012				
MARK	MGA CO-ORDINATES		CLASS	ORDER METHOD ORIGIN
	EASTINGS	NORTHINGS		
PM 147932	530 364.634	6 109 732.100	A	1
SSM60486	530 370.427	6 110 106.681	C	3
SSM60483	530 459.479	6 110 107.955	C	3
SSM60484	530 595.842	6 110 067.196	C	3
SSM60485	530 592.154	6 109 975.078	C	3
SSM77851	530 775	6 109 895	U	U
SSM77852	530 772	6 109 775	U	U
SSM60482	530 493.42	6 109 996.83	D	4
SSM96113	530 365.3	6 109 945.6	U	U
SSM77880	530 692.2	6 109 844.1	U	U
SSM77881	530 375.9	6 110 028.7	U	U
SSM77882	530 574.2	6 109 887.2	U	U
SCIMS 02 NOV 2016				
COMBINED SCALE FACTOR OF 0.999973				
ZONE 55				
SOURCE SCIMS 02 NOV 2016				
CADASTRAL TRAVERSE				
THIS PLAN				

Surveyor
Date Of Survey
Surveyor's Reference

GLENDYN PAUL GROVES
11-02-2017
17063

PLAN OF SUBDIVISION OF
LOT 507 and LOT 508 in
DP1196872

LGA
Locality
Subdivision No.
SC-17-0014

WAGGA WAGGA
LLOYD
25.5.2017

Registered
25.5.2017

DP1222168



- (E1) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE
- (E2) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (E3) EASEMENT TO DRAIN WATER 2.5 WIDE
- (E4) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
- (E5) EASEMENT TO DRAIN SEWAGE 2 WIDE

- (X) EASEMENT TO DRAIN SEWAGE 2 WIDE (DP196872)
 (X) EASEMENT TO DRAIN WATER AND SEWAGE 2.5 WIDE (DP196872)
 (X) EASEMENT TO DRAIN WATER AND SEWAGE 2.5 WIDE (DP1078173)
 (X) EASEMENT TO DRAIN SEWAGE 2 WIDE (DP123443)
 (X) EASEMENT TO DRAIN WATER 2.5 WIDE (DP196872)
 PH means PLACED ON TOP RAIL
 PD = PEG PD
 (U) COVENANT (K6141743)
 (S) COVENANT (K68892)
 (Z) POSITIVE COVENANT (DP1196872)

DH means PLACED ON TOP RAIL

PF = PE

(U) COVENANT (K614743)

(S) COVENANT (K668082)
(Z) POSITIVE COVENANT (DP1196872)

DP 1196872

9°05' 30" - 240.61

20.4

SEE SHEET 1

RMDHEW
125°24'-6"
171°03'-14.5"
P1196872

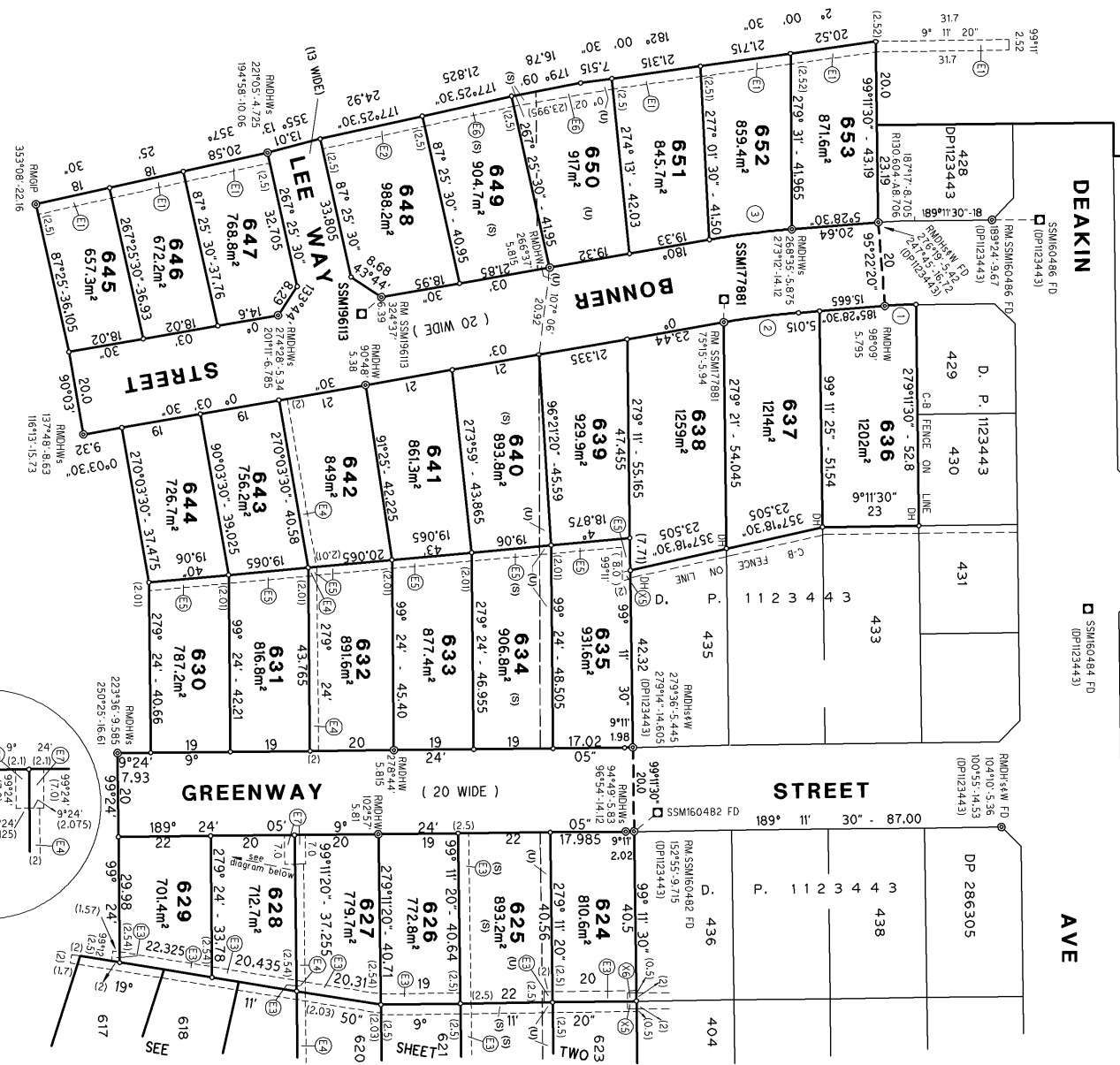
25.5.2017

DP1222168

SHORT LINES-Sheet 3				
LINE	BEARING	DISTANCE	RAD	ARC
1	7°16'50"	7.372	110.604	7.374
2	182°46'05"	17.962	190.0	17.969
3	2°46'05"	19.853	210.0	19.86

- (E1) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE
- (E2) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (E3) EASEMENT TO DRAIN WATER 2.5 WIDE
- (E4) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
- (E5) EASEMENT TO DRAIN SEWAGE 2 WIDE
- (E6) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE & VARIABLE INSTALLATION 4.2 WIDE
- (E7) EASEMENT FOR MULTIPURPOSE ELECTRICAL

- (U) COVENANT (K614/AS)
 - (S) COVENANT (K668/82)
- DH means PLACED ON TOP RAIL



Surveyor
Date Of Survey
Surveyor's Reference

GLENDYN PAUL GROVES
11-02-2017
17063

PLAN OF SUBDIVISION OF
LOT 507 and LOT 508 in
DP196672

LGA
Locality
Subdivision No.
Lengths are in metres.

WAGGA WAGGA
LLOYD
SC 17-0014
Reaction Ratio 1 750

Registered
25.5.2017

DP1222168

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  25.5.2017

Office Use Only

Office Use Only

Title System: TORRENS

DP1222168

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF
LOT 507 and LOT 508
DP 1196872

LGA: WAGGA WAGGA

Locality: LLOYD

Parish: SOUTH WAGGA WAGGA

County: WYNYARD

~~Crown Lands NSW/Western Lands Office Approval~~

Survey Certificate

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

I, GLENDYN PAUL GROVES

of Esler & Associates 64 HAMMOND AVE, WAGGA WAGGA 2650 ..

a surveyor registered under the *Surveying and Spatial Information Act
2002*, certify that:

~~Signature:~~

~~*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on~~

~~Date:~~

~~*(b) The part of the land shown in the plan (*being/*excluding LOT 600)
was surveyed in accordance with the *Surveying and Spatial
Information Regulation 2012*, is accurate and the survey was
completed on, ... 11-02-2017. the part not surveyed was compiled in
accordance with that Regulation.~~

~~File Number:~~

~~*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.~~

~~Office:~~

Signature:  Dated: 17-4-17

Surveyor ID: 1153

Datum Line: X (PM 147932) TO Y (SSM 160486)

Type: *Urban

The terrain is *Level-Undulating

*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that
is not the subject of the survey.

Subdivision Certificate

I, Keith Seghers
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and
Assessment Act 1979* have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.

Signature: 

Accreditation number: N/A

Consent Authority: WAGGA WAGGA CITY COUNCIL

Date of endorsement: 29 March 2017

Subdivision Certificate number: SC 17/0014

File number: DA11/0510

*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and
drainage reserves.

IT IS INTENDED TO DEDICATE BONNER STREET,

GREENWAY STREET, FLOREY STREET, ANSETT STREET

AND LEE WAY TO THE PUBLIC AS PUBLIC ROAD.

Plans used in the preparation of survey/compilation.

DP1078179, DP1174668, DP286069, DP1046799,
DP1196872, DP 1123443,

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference: 17063

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



25.5.2017

Office Use Only

Office Use Only

DP1222168

PLAN OF SUBDIVISION OF

LOT 507 and LOT 508

DP 1196872

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

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

Subdivision Certificate number: SC1710014

Date of Endorsement: 29 March 2017

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

- 1) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE
- 2) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- 3) EASEMENT TO DRAIN WATER 2.5 WIDE
- 4) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
- 5) EASEMENT TO DRAIN SEWAGE 2 WIDE
- 6) EASEMENT TO DRAIN SEWAGE AND WATER 2.5 WIDE AND VARIABLE
- 7) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- 8) POSITIVE COVENANT
- 9) RESTRICTIONS ON THE USE OF LAND

THE COMMON SEAL OF THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH
FOR THE DIOCESE OF WAGGA WAGGA was hereunto affixed under the authority of
a resolution duly passed at a meeting of the body corporate in our presence:-

BISHOP

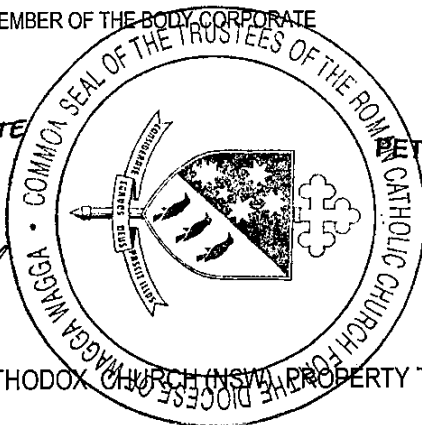
MEMBER OF THE BODY CORPORATE

MEMBER OF THE BODY CORPORATE

REVEREND KEVIN O'REILLY
APOSTOLIC ADMINISTRATOR DELEGATE

PETER GEOFFREY FITZPATRICK

DENNIS PURCELL



THE COMMON SEAL OF THE COPTIC ORTHODOX CHURCH (NSW) PROPERTY TRUST

BISHOP
DANIEL
(SOLE SIGNATORY)



Surveyor's Reference: 17063

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



25.5.2017

Office Use Only

Office Use Only

DP1222168

PLAN OF SUBDIVISION OF

LOT 507 and LOT 508

DP 1196872

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

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

Subdivision Certificate number: SC17/0014

Date of Endorsement: 29 March 2017

LOT	STREET NUMBER	STREET NAME	TYPE	LOCALITY
600	N-A	N-A		LLOYD
601	7	FLOREY	ST	LLOYD
602	9	FLOREY	ST	LLOYD
603	11	FLOREY	ST	LLOYD
604	13	ANSETT	ST	LLOYD
605	16	ANSETT	ST	LLOYD
606	12	WATERHOUSE AVE		LLOYD
607	3	ANSETT	ST	LLOYD
608	5	ANSETT	ST	LLOYD
609	7	ANSETT	ST	LLOYD
610	9	ANSETT	ST	LLOYD
611	11	ANSETT	ST	LLOYD
612	13	ANSETT	ST	LLOYD
613	15	ANSETT	ST	LLOYD
614	17	ANSETT	ST	LLOYD
615	17	FLOREY	ST	LLOYD
616	19	FLOREY	ST	LLOYD
617	22	FLOREY	ST	LLOYD
618	20	FLOREY	ST	LLOYD
619	18	FLOREY	ST	LLOYD
620	16	FLOREY	ST	LLOYD
621	14	FLOREY	ST	LLOYD
622	12	FLOREY	ST	LLOYD
623	10	FLOREY	ST	LLOYD
624	9	GREENWAY	ST	LLOYD
625	11	GREENWAY	ST	LLOYD
626	13	GREENWAY	ST	LLOYD
627	15	GREENWAY	ST	LLOYD
628	17	GREENWAY	ST	LLOYD
629	19	GREENWAY	ST	LLOYD
630	20	GREENWAY	ST	LLOYD
631	18	GREENWAY	ST	LLOYD
632	16	GREENWAY	ST	LLOYD
633	14	GREENWAY	ST	LLOYD
634	12	GREENWAY	ST	LLOYD
635	10	GREENWAY	ST	LLOYD
636	3	BONNER	ST	LLOYD
637	5	BONNER	ST	LLOYD
638	7	BONNER	ST	LLOYD

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17063

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



25.5.2017

Office Use Only

Office Use Only

DP1222168

PLAN OF SUBDIVISION OF

LOT 507 and LOT 508

DP 1196872

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

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

Subdivision Certificate number: SC17/0014

Date of Endorsement: 29 March 2017

LOT	STREET NUMBER	STREET NAME	TYPE	LOCALITY
639	9	BONNER	ST	LLOYD
640	11	BONNER	ST	LLOYD
641	13	BONNER	ST	LLOYD
642	15	BONNER	ST	LLOYD
643	17	BONNER	ST	LLOYD
644	19	BONNER	ST	LLOYD
645	20	BONNER	ST	LLOYD
646	18	BONNER	ST	LLOYD
647	1	LEE	WAY	LLOYD
648	2	LEE	WAY	LLOYD
649	12	BONNER	ST	LLOYD
650	10	BONNER	ST	LLOYD
651	8	BONNER	ST	LLOYD
652	6	BONNER	ST	LLOYD
653	4	BONNER	ST	LLOYD

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17063

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

Plan: **DP1222168**

(Sheet 1 of 7 sheets)

Plan of Subdivision of Lots 507 & 508

DP 1196872 covered by Council's

Certificate No. *SC 17/0014*

dated *29th MARCH*, 2017

Full name and address
 of the owner of the land
 with respect to Lot 507
 DP 1196872

Coptic Orthodox Church (NSW) Property

Trust

PO Box 171

Bexley NSW 2207

Full name and address
 of the owner of the land
 with respect to Lot 508
 DP 1196872

The Trustees of the Roman Catholic Church

for the Diocese of Wagga Wagga

PO Box 5668

Wagga Wagga NSW 2650

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain sewage and water 2.5 wide (shown as E1 on the plan)	600, 604, 605, 607, 616, 645 to 647 inclusive & 651 to 653 inclusive	The Council of the City of Wagga Wagga
2	Easement to drain sewage 2.5 wide (shown as E2 on the plan)	605, 614, 621 to 623 inclusive & 648	The Council of the City of Wagga Wagga
3	Easement to drain water 2.5 wide (shown as E3 on the plan)	600, 602, 615, 622 & 624 to 629 inclusive	The Council of the City of Wagga Wagga
4	Easement for underground powerlines 2 wide (shown as E4 on the plan)	620, 627, 632 & 642	Essential Energy
5	Easement to drain sewage 2 wide (shown as E5 on the plan)	600, 613, 617 to 620 inclusive & 630 to 635 inclusive	The Council of the City of Wagga Wagga
6	Easement to drain sewage and water 2.5 wide and variable (shown as E6 on the plan)	649 & 650	The Council of the City of Wagga Wagga
7	Easement for multi-purpose electrical installation 4.2 wide (shown as E7 on the plan)	627 & 628	Essential Energy
8	Positive Covenant	Each and every lot excluding lot 600	The Council of the City of Wagga Wagga
9	Restriction on the use of land	Each and every lot excluding lots 600 & 606	Each and every lot excluding lots 600 & 606

vs. other

APPROVED BY THE COUNCIL
 OF THE CITY OF WAGGA WAGGA

K. [Signature]
 Authorised Officer

[Signature]

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

Plan: **DP1222168**

(Sheet 2 of 7 sheets)

Plan of Subdivision of Lots 507 & 508

DP 1196872 covered by Council's

Certificate No. SC 17/2014

dated 29th MARCH, 2017

PART 2

1. Terms of easement firstly referred to in the plan:

Easement to Drain Sewage 2.5 wide as defined in Part 4 Schedule 8 of the *Conveyancing Act* and Easement to Drain Water 2.5 wide as defined in Part 3 Schedule 8 of the *Conveyancing Act*.

2. Terms of easement fourthly referred to in the plan:

Easement for underground powerlines the terms of which are set out in Part B of Memorandum AG189384 as registered at LPI.

3. Terms of easement sixthly referred to in the plan:

Easement to Drain Sewage 2.5 wide and variable as defined in Part 4 Schedule 8 of the *Conveyancing Act* and Easement to Drain Water 2.5 wide and variable as defined in Part 3 Schedule 8 of the *Conveyancing Act*.

4. Terms of easement seventhly referred to in the plan:

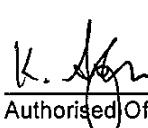
Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384 as registered at LPI.

5. Terms of Positive Covenant eighthly referred to in the plan:

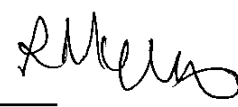
(1) Pervious to Impervious Ratio

- (a) The lot must be developed and maintained at all times after an Occupation Certificate is issued for any dwelling on the lot so that a pervious to impervious ratio of the surface area treatments of 20:80 is achieved in accordance with the plan entitled *Lloyd Estate Stage 6 Impervious/Pervious Calculation Plan* approved and held by Council.
- (b) The land area to be included in the calculation of 20:80 ratio shall include the entire lot and the area of the road reserve immediately adjacent to the lot.
- (c) The area of the road reserve adjacent to the lot to be included shall be measured as follows: between a line drawn as a continuation of the side boundaries of the lot (where they meet the front boundary) to the centre line of the road (being a line along the centre of the road equidistant from the front boundaries of the lots adjacent to it); noting that:
 - (i) no area of any road reserve shall be apportioned to more than one lot for the purposes of this calculation;
 - (ii) for corner lots, the road reserve to be included in calculations will extend around the corner; and

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA



Authorised Officer



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

Plan: **DP1222168**

(Sheet 3 of 7 sheets)

Plan of Subdivision of Lots 507 & 508

DP 1196872 covered by Council's

Certificate No. *SC17/0014*

dated *29th MARCH*, 2017

- (iii) lots that are further subdivided under community title or strata subdivision shall be calculated on the underlying Torrens title allotment.

(2) Water tank

- (a) All dwellings constructed on a lot shall (subject to the following covenant (b)) have a minimum 5000L rain water tank and all dual occupancy or multi-dwelling developments shall have a minimum 2000L rain water tank to collect and claim rain water and all excess rain water shall be disposed of via council's stormwater system.
- (b) The owner of the lot shall take into consideration BASIX requirements. The volume of the rain water tank required for each dwelling will be the larger of either the rain water tank volumes set out in the relevant BASIX certificate or the applicable rain water tank volume specified under the previous covenant (a).

(3) Road Reserve

The owner of the lot must retain the existing impervious nature of the finished surface of the road reserve immediately adjacent to the lot from the property boundary to the kerb of the road (being the area defined by the lateral extent of a line drawn as a continuation of the side boundaries of the lot where they meet the front boundary) unless the road reserve is done in accordance with the standards set out in the *Road Reserve Treatment Standard (as amended)* and the *Street Tree Master Plan (as amended)* as approved by Council and it complies with Council's policy 008 *Road Reserve Policy* as amended from time to time.

(4) Gardens and landscaping

All gardens and landscaping on every lot shall be constructed and maintained in accordance with the *Lloyd Landscaping and Garden Design Guideline* prepared by MJM Consulting and approved of by Council.

(5) Cats

Any cats (*Felis Catus*) living on a lot and under the ownership or control of a resident of that lot shall be controlled in such a way so as to prevent such cat roaming freely outdoors between sunset and sunrise.

(6) Fixed irrigation systems and grey water

The owner of a lot must not install:-

- (a) fixed irrigation systems between the lot boundary and the adjacent kerb alignment; and
- (b) grey water re-use systems in any dwelling.

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA


Authorised Officer



INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919

Plan: **DP1222168**

(Sheet 4 of 7 sheets)

Plan of Subdivision of Lots 507 & 508

DP 1196872 covered by Council's

Certificate No. SC 17/0014

dated 29th MARCH, 2017

(7) Development Control Plan

Any development upon a lot shall comply with the requirements of Chapter 15 of the
Wagga Wagga Development Control Plan 2010.

6. **Terms of restrictions ninthly referred to in the plan:**

- (a) No more than one dwelling shall be constructed except on lots 604, 614, 647 and 648 where multiple dwellings are permitted.
- (b) No dwelling shall have a floor area of less than 140 square metres under the main roof exclusive of any verandahs, carports or garages noting that this restriction shall not apply to lots 604, 614, 647 and 648 in the event that more than one dwelling is erected.
- (b) No dwelling or garage shall be constructed of a material other than brick, brick veneer, stone, hebel block or panels, "weathertex" (Scyon Linea Board Cladding) or similarly treated timber or reconstituted timber weatherboards, cement block or concrete construction with slate, tile or steel sheet roof.
- (c) No dwelling, garage or other out building may be erected which is not constructed entirely of new materials or which has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise.
- (d) No building (other than a dwelling or garage) shall:-
 - (i) be constructed of a material other than brick, brick veneer or steel sheet;
 - (ii) have a roof constructed of material other than tile, slate or steel sheet;
 - (iii) have a floor area greater than 40 square metres;
 - (iv) exceed at any point three metres in height above ground floor level.
- (e) No carport shall be permitted to be erected or to remain and no garage shall be permitted to be erected or to remain unless it is constructed with a pitched roof.
- (f) No advertising signs or awnings shall be erected or be displayed or be allowed to remain other than street numbers and house names which shall not exceed 60 centimetres x 30 centimetres in size.
- (g) No building shall be used or allowed to be used for any purpose other than as a private dwelling house or outbuilding incidental thereto and shall not nor shall any part thereof be used or allowed to be used for a residential unit, strata unit or flat save for lots 604, 614, 647 and 648 whereupon multiple dwellings and residential strata or neighbourhood subdivision is permitted.
- (h) No lot or building thereon shall be used for any noxious, noisome or offensive trade or calling.

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA


Authorised Officer



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

Plan: **DP1222168**

(Sheet 5 of 7 sheets)

Plan of Subdivision of Lots 507 & 508

DP 1196872 covered by Council's

Certificate No. SC 17/0014

dated 29th MARCH, 2017

- (i) (i) No fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected between the front street alignment and the building line, provided that this shall not apply to any corner lot.
- (ii) No fencing other than steel sheet fencing not exceeding two metres in height shall be used along the remaining boundaries provided that in the case of a corner lot this restriction shall apply to one frontage only.
- (iii) In the case of a corner lot no fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected any closer to the front street alignment than the house building erected on the lot.
- (j) During the ownership of any adjoining land by The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga, its successors or assigns other than purchasers on sale no fence shall be erected on any lot to divide it from any such adjoining lot without the consent of Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga, its successors or assignees other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga, its successors, assigns other than purchasers on sale and in favour of any such person dealing with the owner of any lot from time to time such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (k) The term "Steel Sheet" when herein used in these restrictions shall mean aluminium/zinc coated or galvanised steel sheet with one of the following finishes:-
 - (i) silicone polyester pre-finished baked onto one or both sides;
 - (ii) 0.215 millimetres thick vinyl film laminated onto one or both sides;
 - (iii) acrylic film pre-finished to one or both sides.
 - (iv) the colour of the coating shall be that "colorbond" colour known as sandstone, riverstone or equivalent colour.


Name of Person or Authority Empowered to Release, Vary or Modify Positive Covenant eighthly referred to in the Plan:

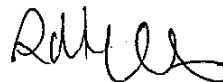
The Council of the City of Wagga Wagga

Name of Person or Authority Empowered to Release, Vary or Modify Restrictions on Use of Land ninthly referred to in the Plan:

The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga until the expiry of ten (10) years from the date on which the abovementioned plan is registered is a deposited plan thereafter by the person or person in whom the legal estate is for the time being vested in the land in the said deposited plan (other than street or public areas) having a common boundary with the land burdened provided that any such release, variation or modification shall, if approved, be made and done in all respects of the cost and expense of the person requesting such release, variation or modification.

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA


Authorised Officer



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

Plan: **DP1222168**

(Sheet 6 of 7 sheets)


Plan of Subdivision of Lots 507 & 508

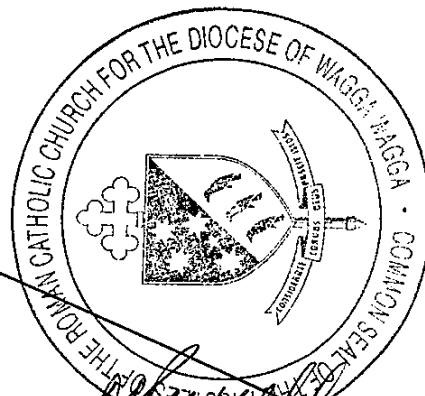
DP 1196872 covered by Council's


Certificate No. SC 17/007


dated 29th MARCH, 2017

~~THE COMMON SEAL OF
THE TRUSTEES OF THE
ROMAN CATHOLIC CHURCH FOR
THE DIOCESE OF WAGGA WAGGA
was hereunto affixed under the authority
of a resolution duly passed at a meeting
of the Body Corporate in our presence:-~~


~~
Bishop **KEVIN O'REILLY**~~



~~
Member of the Body Corporate
PETER GEOFFREY FITZPATRICK~~


~~
Member of the Body Corporate
DENNIS JAMES PURCELL~~


THE COMMON SEAL OF
THE COPTIC ORTHODOX CHURCH (NSW)
PROPERTY TRUST was hereunto affixed
under the authority of a resolution duly
passed at a meeting in our presence:-


**BISHOP DANIEL
(SOLE SIGNATORY)**



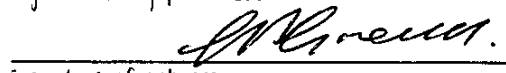
EXECUTED by
THE COUNCIL OF THE CITY OF WAGGA WAGGA
by its authorised officer delegate pursuant to s.377 Local Government Act, 1993


KEITH SEGMEERS


KEITH SEGMEERS
19.05.2017

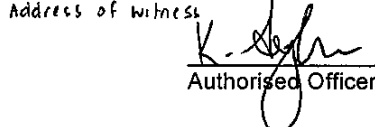
APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA

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


Signature of witness

Glendyn Paul Groves
Name of witness

64 Hammond Ave, Wagga Wagga
Address of witness


Authorised Officer

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

Plan: **DP1222168**

(Sheet 7 of 7 sheets)

Plan of Subdivision of Lots 507 & 508

DP 1196872 covered by Council's

Certificate No. SC 17/0014

dated 29th MARCH, 2017

EXECUTED by
ESSENTIAL ENERGY

by its duly appointed attorney under
Power of Attorney Book 4677 No. 684
in the presence of:- 4693 330

Signature of Witness

HAELENE MYERS
JP202504

35 Grant Street

Port Macquarie 2444

Name of Witness

Signature of attorney

Tony Leahy

Manager Property, Fleet, Procurement & Logistics

Essential Energy

Name and Title of attorney

Executed by The Trustees of the Roman
Catholic Church for the Diocese of Wagga
Wagga by its duly appointed attorneys under
Power of Attorney Book 4718 No 969 in the presence of:

Signature of witness

Joanne Lisa Cresswell

Name of witness

197 Tarcutta Street

Address of witness WAGGA WAGGA

Signature of witness

VICKI FARRELL

Name of witness

9 CITURCH ST. WAGGA WAGGA

Address of witness

Signature of witness

JOSEPH WILLIAM CULLEN

Name of witness

205 TARCUTTA ST WAGGA WAGGA

Address of witness

Signature of attorney

PETER GEOFFREY FITZPATRICK

Full name of attorney

Signature of attorney

REV. KEVIN O'REILLY

Full name of attorney

Signature of attorney

Dennis J Purcell

Full name of attorney

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA

Authorised Officer

REGISTERED



25.5.2017