

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Fitzpatrick's Real Estate PO Box 5, WAGGA WAGGA NSW 2650	Phone: 0401 504 959 Fax: 02 6921 4369 Ref: Natalie Jane Websdale
co-agent		
vendor	The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga ACN McAlroy House, 205 Tarcutta Street, Wagga Wagga, NSW 2650	
vendor's solicitor	Walsh & Blair Lawyers 221-223 Tarcutta Street, Wagga Wagga NSW 2650 P.O. Box 492, Wagga Wagga NSW 2650	Phone: 02 6926 8268 Email: ljk@walshblair.com.au Fax: 02 6926 8222 Ref: LJK:CF:230966
date for completion land (address, plan details and title reference)	28th day after the contract date Lot Indigo Drive, Springvale, New South Wales 2650 Unregistered Plan: Lot in an unregistered plan of subdivision of lots 1 and 3 in DP 1174663 and lot 8900 in DP 1262050. Part Folio Identifiers 3/1174668	(clause 15)
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: Nil – 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"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Nil – Vacant Land
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)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4): _____

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga

Supplier's ABN: 52 838 806 753

Supplier's GST branch address (if applicable):

Supplier's business address: McAlroy House, 205 Tarcutta Street, Wagga Wagga, NSW 2650

Supplier's representative: Peter Fitzpatrick

Supplier's contact phone number: 0413 800 512

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

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

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

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

INDIGO DR, LLOYD 2650

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

1. Inconsistency with Terms of Standard Contract

If there is an inconsistency between these special conditions and the terms of the standard contract (clauses 1 to 32), these special conditions prevail to the extent of the inconsistency.

2. Purchaser acknowledgments – property sold as is

2.1 The purchaser acknowledges that it has inspected and carried out investigations with respect to the property and relying upon such inspections and investigations satisfied itself as to:-

- (a) the state and condition of the property;
- (b) the existence of any defects;
- (c) the rights and privileges relating to the property;
- (d) the services (or lack of services) to the property together with the cost of connecting to the services and any additional services noting that the purchaser (and not the vendor) will be required to meet such costs;
- (e) the zoning and the purpose for which the property may be used in accordance with the requirements of the *Environmental Planning and Assessment Act 1979* and/or the *Local Government Act 1993*;
- (f) any financial return or income to be derived from the property; and
- (g) any contamination and compaction of fill issues in relation to the property noting and subject to special condition 10.

2.2 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; and
- (b) has relied entirely on the purchaser's enquiries relating to and on the purchaser's inspection of the property; and
- (c) takes the property as is subject to all defects.

2.3 The purchaser is not entitled to:-

- (a) make any requisition, claim or objection about; or
- (b) rescind, terminate or delay completion of this contract because of,

any of the matters referred to in this Special Condition.

3. Lot in unregistered plan of subdivision

3.1 The Purchaser acknowledges:-

- (a) that the property is a lot in an unregistered plan of subdivision attached hereto and marked with the letter "A" ("the Plan");
- (b) the terms of the *Disclosure Statement – Off the Plan Contracts* attached hereto for the purposes of section 66ZM of the *Conveyancing Act 1919* ("the Disclosure Statement");
- (c) the section 88B Instrument attached hereto and marked with the letter "B" ("the Instrument") relating to the property that the Vendor proposes to register with the Plan;
- (d) that the:-
 - (i) Plan showing the dimensions of the property and the position of any necessary water, drainage, 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 Wagga Wagga City Council and Land Registry Services ("the Authorities"); and that
- (e) that printed condition 28 applies subject to this special condition noting special condition 1 above.

3.2 Subject to the purchaser's rights under the *Conveyancing Act 1919* and its regulations including the *Conveyancing (Sale of Land) Regulation 2017*, the Purchaser acknowledges that an alteration to the Plan and/or the terms of the Instrument that:-

- (a) varies the area and/or dimensions of the land passing by less than 5%;
- (b) consists of the creation of an easement or right of way other than disclosed on the Plan or in the Instrument that will not substantially detrimentally effect the erection of a dwelling and usual outbuildings on the land; and/or
- (c) consists of the creation of a covenant (restrictive or positive) over the land other than disclosed on the Plan or in the Instrument that does not detrimentally effect the purchaser's intended use of the land,

is not a material change that materially prejudices the purchaser giving the purchaser a right of rescission pursuant to section 66ZO or section 66ZP of the *Conveyancing Act 1919*.

3.3 Printed condition 28.2 is varied by the deletion of the number 6 and the insertion of the number 12.

- 3.4 Printed condition 28.3.1 is varied by the addition of the following words at the end of such condition: “but only prior to the registration of the plan noting that any right of rescission comes to an end upon registration of the plan.”

4. Completion and Notice to Complete

- 4.1 If either party becomes entitled to serve a notice to complete, that party may serve on the other a notice requiring completion of this contract 14 days after the date of service of the notice.
- 4.2 For the purposes of this Special Condition, 14 days will be reasonable notice and will be deemed both at law and in equity to be sufficient notice to make time of the essence of this contract.
- 4.3 The vendor will not be regarded as not being ready, willing and able to complete this contract because of the existence of a charge on the property for any outgoing, which charge will otherwise be paid on completion.
- 4.4 Without limiting any other provision of this contract, the vendor is not required to remove any charge on the property for any outgoing if it will be paid on completion.

5. Late completion

- 5.1 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 ten percent (10%) 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.
- 5.2 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 5.1(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.

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 2004* or a “protected person” within the meaning of the *NSW Trustees & Guardian Act 2009*;
- (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. **Alterations to Contract**

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. Merger

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

N.B. THIS CLAUSE TO BE USED FOR ALL LOTS EXCEPT 1021&1038

10. Completion conditional upon satisfactory soil test

- 10.1 Completion of this contract is conditional upon the vendor serving on the Purchaser a satisfactory soil test of the land.
- 10.2 The soil test shall be deemed to be satisfactory if the test returns a Class "H1-D" or more favourable result pursuant to the classification criteria contained in Section 2 of *Australia Standard AS 2870-2011*.
- 10.3 In the event that the vendor serves a soil test on the purchaser and the soil test is not satisfactory the purchaser shall have a right to rescind this contract within (and only within) the 14 day period after service of the soil test.
- 10.4 In the event that the vendor has not served a soil test on the purchaser prior to the date for completion, the purchaser shall be entitled to rescind this contract at any time thereafter but only prior to the service of a satisfactory soil test or 14 days after the service of an unsatisfactory soil test (whichever is applicable).
- 10.5 For the avoidance of doubt, if the purchaser has not given the vendor a valid notice of rescission pursuant to subclause 10.3 or 10.4 herein within the time frame stated in the relevant subclause, any right of rescission pursuant to that subclause lapses.
- 10.6 Notwithstanding the above, the purchaser acknowledges that the vendor makes no warranty as to the suitability of the land for the erection of a dwelling thereon. The purchaser will not be entitled to make any claim for compensation for damage occasioned to any building or structure arising from the soil type or drainage, be it surface or subterranean, that affects the subject allotment. This provision shall not merge on completion.

N.B. THIS CLAUSE TO BE USED FOR LOT 1021 & 1038 ONLY

10. Suitability of Land

- 10.1 The purchaser acknowledges that fill has been placed on the land.
- 10.2 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 date for completion.

- 10.3 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.
- 10.4 The soil test will be deemed to be satisfactory (and thus not unsatisfactory) if the test returns a Class "H1-D" or more favourable result pursuant to the classification criteria contained in Section 2 of Australia Standard AS 2870-2011.
- 10.5 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
- 10.6 The compaction test will be deemed to be satisfactory (and thus not unsatisfactory) if the test returns a 95% compaction rating or higher.
- 10.7 If the purchaser has not given the vendor a valid notice of rescission pursuant to subclause 12.3 and/or subclause 10.5 herein within the timeframes stated in such applicable subclause(s), any rights of rescission pursuant to those sub-clauses lapse.
- 10.8 Printed condition 29 does not apply.

11. Guarantee and Indemnity

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 this contract shall not be deemed to be binding upon the Vendor:-

- (a) unless and until the said deed of guarantee and indemnity is delivered to the Vendor's solicitors; or
- (b) 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.

GUARANTEE AND INDEMNITY

TO: The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga ACN (“the Vendor”).

IN CONSIDERATION of the Vendor at the request of the persons whose names and addresses are set out in the Schedule as the Guarantors (“the Guarantors”) having agreed to sell the land in accordance with Contract for Sale dated _____ (“the Contract”) to the company as set out in the Schedule (“the Purchaser”) the Guarantors **HEREBY GUARANTEE** the Vendor the due and punctual payment by the Purchaser of the purchase money and interest, if any, payable thereon as detailed in the said Contract and all other monies that are payable or may become payable pursuant thereto (“the monies hereby secured”) **AND ALSO** the due performance and observance by the Purchaser of all and singular the covenants, provisions and stipulations contained or implied in the said Contract and on the part of the Purchaser to be performed and observed **AND THE GUARANTORS** also **INDEMNIFY** the Vendor against all its loss of any nature whatsoever arising out of any breach of the Contract by the Purchaser **AND THE GUARANTORS HEREBY EXPRESSLY ACKNOWLEDGE AND DECLARE** that they have examined the said Contract and have access to a copy thereof and further that this Guarantee and Indemnity is given upon and subject to the following conditions:-

- A. That in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the Contract the Guarantors will immediately pay such monies to the Vendor.
- B. That in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantors will immediately carry out and perform the same.
- C. The Guarantors and each of them are jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase monies interest and all other monies if any payable pursuant to the Contract in the performance of the obligations therein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantors to pay the monies or to carry out and perform the obligations therein contained.
- D. That no time or other indulgence or forgiveness whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect the liability of the Guarantors hereunder and the liability of the Guarantors shall continue to remain in full force and effect until all monies hereby secured have been paid and all obligations have been performed.

- E. This Guarantee is a continuing Guarantee and shall remain in full force and effect notwithstanding:-
- (a) any change in the constitution or the office bearers or shareholders of the Purchaser;
 - (b) any change of trustee or terms of the trust deed governing the trust for which the Purchaser acts as trustee (if applicable);
 - (c) the Purchaser entering into any arrangement with its creditors or entering into administration, receivership or liquidation;
 - (d) the de-registration or winding up of the Purchaser;
 - (e) any action claim suit or proceedings taken or made by the Purchaser or on its behalf against the Vendor for any reason save where the Vendor is in material breach of its obligations under the said Contract.

THIS GUARANTEE AND INDEMNITY binds not only the Guarantors but also their heirs, executors, administrators and assigns and endures not only to the benefit of the Vendor but also its successors and assigns.

SCHEDULE

1. Guarantors:

2. Vendor: The Trustees of the Roman Catholic Church for the
Diocese of Wagga Wagga ACN

3. Purchaser:

4. Contract for Sale:

The Contract for Sale of Land made between the Vendor and Purchaser referred to above and dated the day of 2023.

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga ACN
PROPERTY	Lot Indigo Drive, Springvale 2650 being Lot in an unregistered plan of subdivision of lots 1 and 3 in DP 1174663 and lot 8900 in DP 1262050. Part Folio Identifier 3/1174668

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
Completion	21 days after service of notification of registration of plan of subdivision	Refer to clause(s):	Printed Condition 28.5 of the Contract		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Refer to clause(s):	Printed Condition 28.2 and 28.3 of the Contract as amended by Special Conditions 3.3 and 3.4
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to special condition 5.1 (a)		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA17/0051		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Wagga Wagga City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Only in the circumstances permitted upon the expiry of the sunset date noting printed 28.3 of the Contract.		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
<input checked="" type="checkbox"/> draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement
<input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/development contract
<input type="checkbox"/> proposed schedule of finishes	<input type="checkbox"/> draft strata management statement
<input type="checkbox"/> draft strata by-laws	<input type="checkbox"/> draft building management statement
<input type="checkbox"/> draft strata development contract	




SALE PLAN

42 LOT SUBDIVISION LLOYD, STAGE 10 DEAKIN AVENUE, WAGGA WAGGA NSW





PLEASE NOTE:

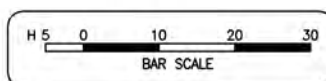
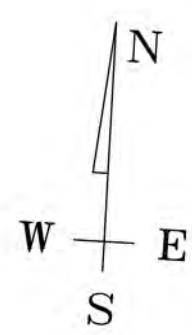
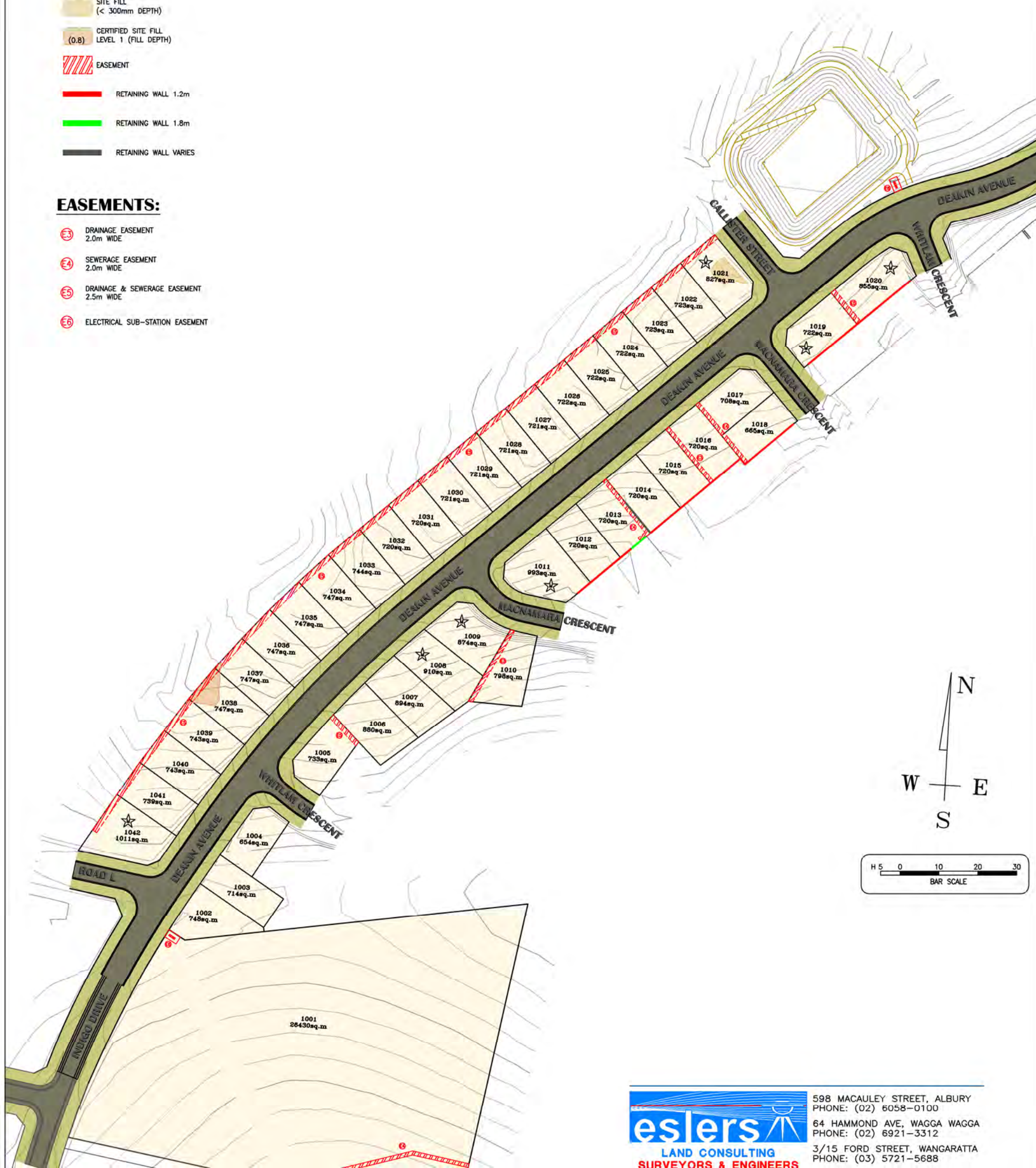
DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND SUBJECT TO SURVEY & FINAL CONSTRUCTION.
(THE DIMENSIONS MAY ALTER BEFORE FINAL PLAN REGISTRATION)
THIS SALE PLAN IS NOT A PLAN UNDER THE SURVEYING ACT OR REAL PROPERTY ACT.


LEGEND:

-  SITE FILL (< 300mm DEPTH)
-  CERTIFIED SITE FILL LEVEL 1 (FILL DEPTH) (0.8)
-  EASEMENT
-  RETAINING WALL 1.2m
-  RETAINING WALL 1.8m
-  RETAINING WALL VARIES

EASEMENTS:

-  DRAINAGE EASEMENT 2.0m WIDE
-  SEWERAGE EASEMENT 2.0m WIDE
-  DRAINAGE & SEWERAGE EASEMENT 2.5m WIDE
-  ELECTRICAL SUB-STATION EASEMENT



eslers
LAND CONSULTING
SURVEYORS & ENGINEERS
Part of  Premise

598 MACAULEY STREET, ALBURY
PHONE: (02) 6058-0100
64 HAMMOND AVE, WAGGA WAGGA
PHONE: (02) 6921-3312
3/15 FORD STREET, WANGARATTA
PHONE: (03) 5721-5688
WWW.ESLERS.COM.AU
INFO@ESLERS.COM.AU






SALE PLAN

42 LOT SUBDIVISION LLOYD, STAGE 10 DEAKIN AVENUE, WAGGA WAGGA NSW





PLEASE NOTE:

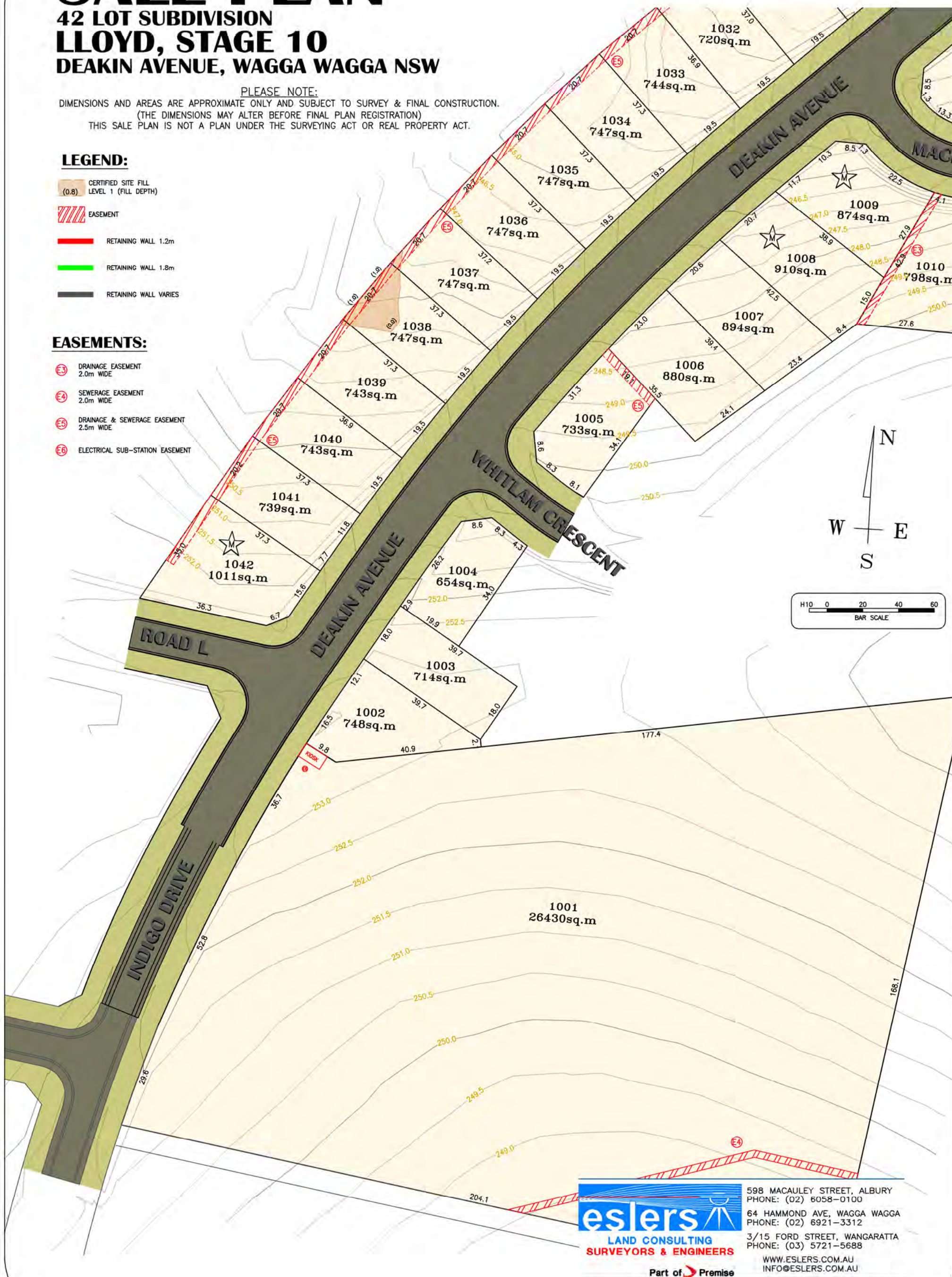
DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND SUBJECT TO SURVEY & FINAL CONSTRUCTION.
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THIS SALE PLAN IS NOT A PLAN UNDER THE SURVEYING ACT OR REAL PROPERTY ACT.

LEGEND:

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(0.8) LEVEL 1 (FILL DEPTH)
-  EASEMENT
-  RETAINING WALL 1.2m
-  RETAINING WALL 1.8m
-  RETAINING WALL VARIES

EASEMENTS:

-  DRAINAGE EASEMENT
2.0m WIDE
-  SEWERAGE EASEMENT
2.0m WIDE
-  DRAINAGE & SEWERAGE EASEMENT
2.5m WIDE
-  ELECTRICAL SUB-STATION EASEMENT



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




SALE PLAN

42 LOT SUBDIVISION LLOYD, STAGE 10 DEAKIN AVENUE, WAGGA WAGGA NSW




PLEASE NOTE:

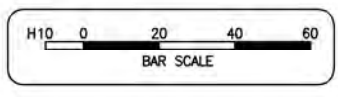
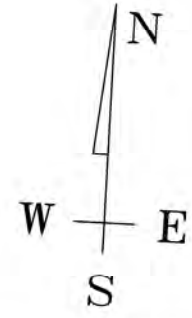
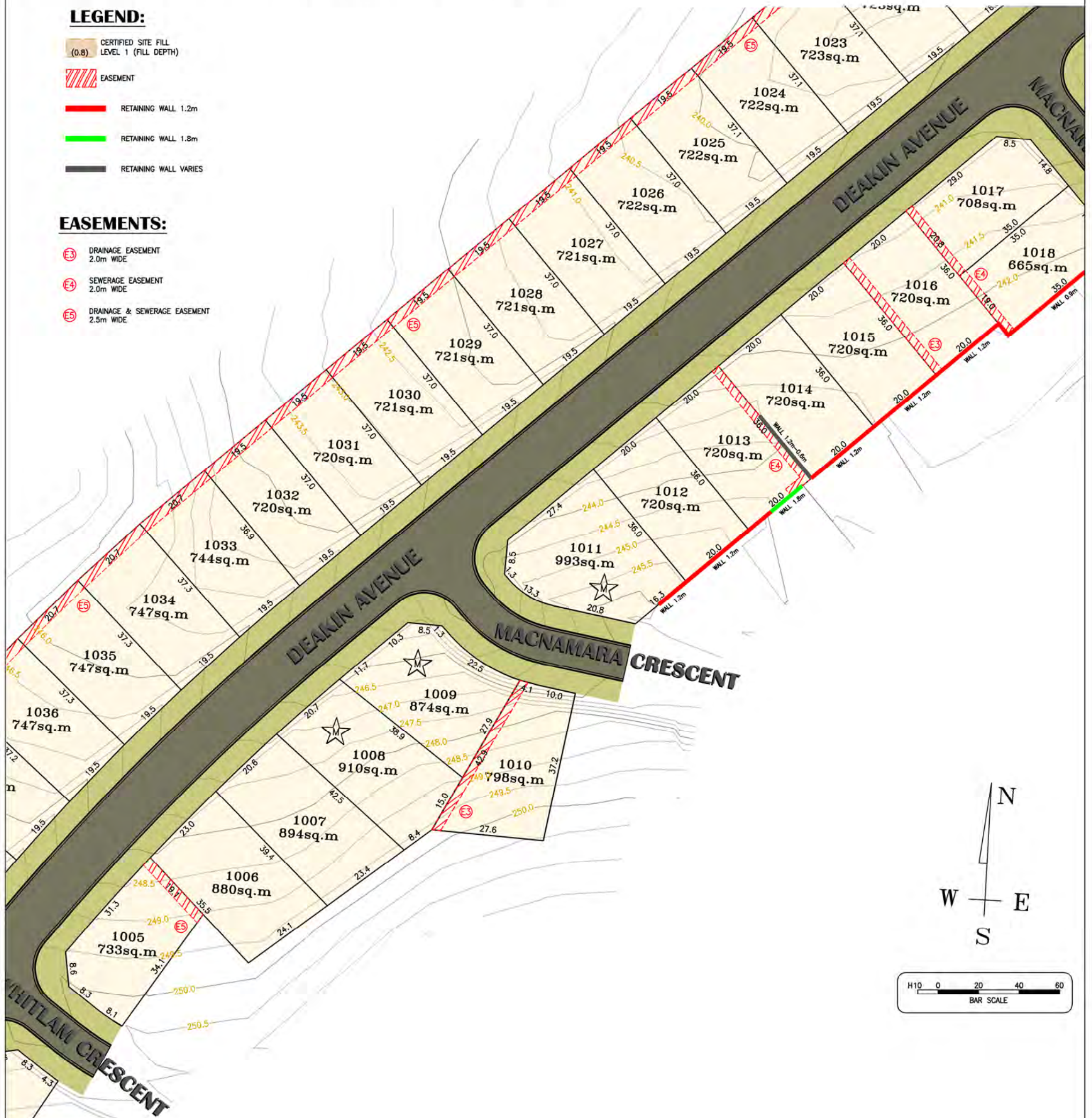
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(THE DIMENSIONS MAY ALTER BEFORE FINAL PLAN REGISTRATION)
THIS SALE PLAN IS NOT A PLAN UNDER THE SURVEYING ACT OR REAL PROPERTY ACT.

LEGEND:

-  CERTIFIED SITE FILL (0.8) LEVEL 1 (FILL DEPTH)
-  EASEMENT
-  RETAINING WALL 1.2m
-  RETAINING WALL 1.8m
-  RETAINING WALL VARIES

EASEMENTS:

-  DRAINAGE EASEMENT 2.0m WIDE
-  SEWERAGE EASEMENT 2.0m WIDE
-  DRAINAGE & SEWERAGE EASEMENT 2.5m WIDE



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WWW.ESLERS.COM.AU
INFO@ESLERS.COM.AU




SALE PLAN

42 LOT SUBDIVISION LLOYD, STAGE 10 DEAKIN AVENUE, WAGGA WAGGA NSW





PLEASE NOTE:

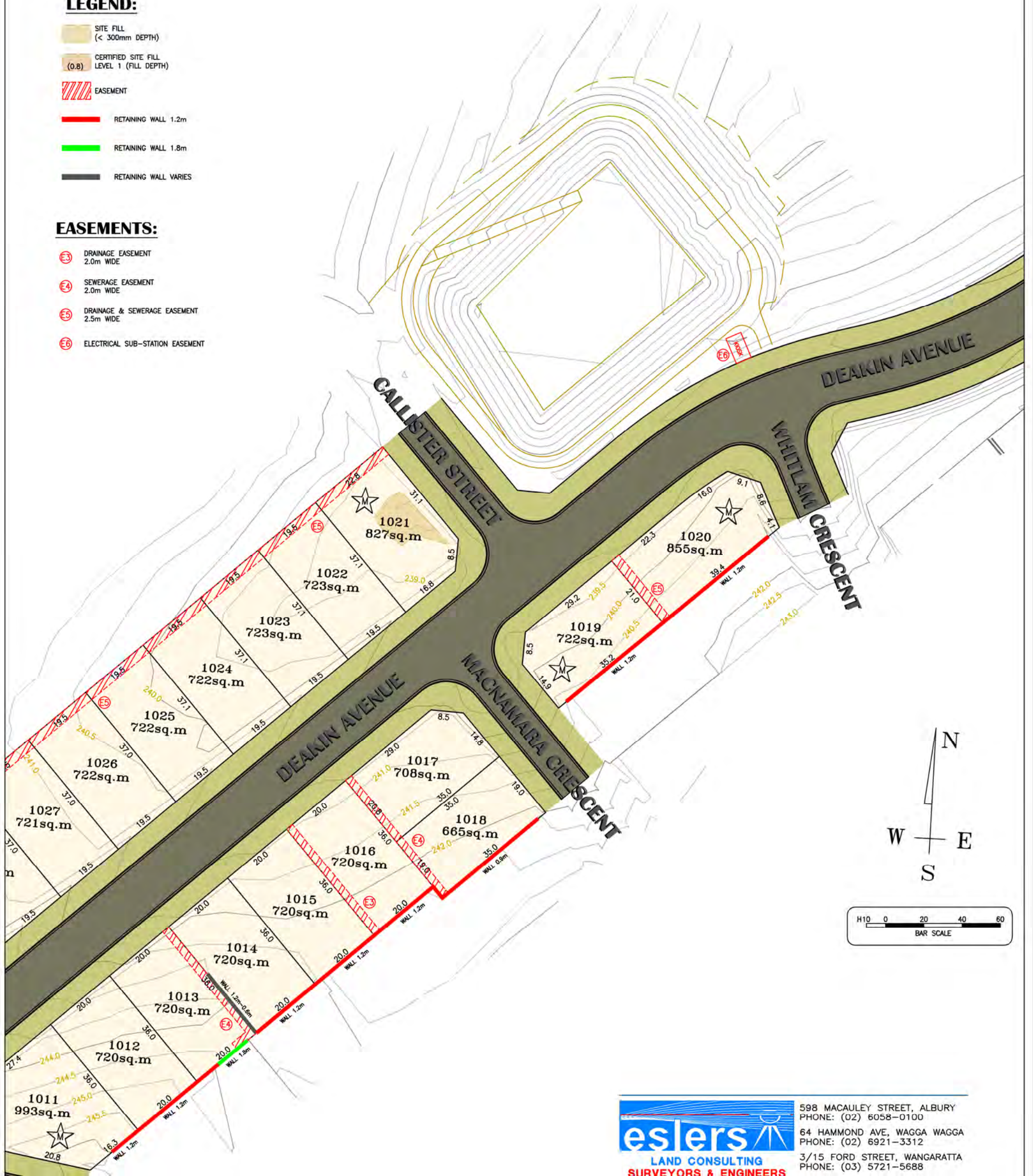
DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND SUBJECT TO SURVEY & FINAL CONSTRUCTION.
(THE DIMENSIONS MAY ALTER BEFORE FINAL PLAN REGISTRATION)
THIS SALE PLAN IS NOT A PLAN UNDER THE SURVEYING ACT OR REAL PROPERTY ACT.

LEGEND:

-  SITE FILL (< 300mm DEPTH)
-  CERTIFIED SITE FILL LEVEL 1 (FILL DEPTH) (0.8)
-  EASEMENT
-  RETAINING WALL 1.2m
-  RETAINING WALL 1.8m
-  RETAINING WALL VARIES

EASEMENTS:

-  DRAINAGE EASEMENT 2.0m WIDE
-  SEWERAGE EASEMENT 2.0m WIDE
-  DRAINAGE & SEWERAGE EASEMENT 2.5m WIDE
-  ELECTRICAL SUB-STATION EASEMENT

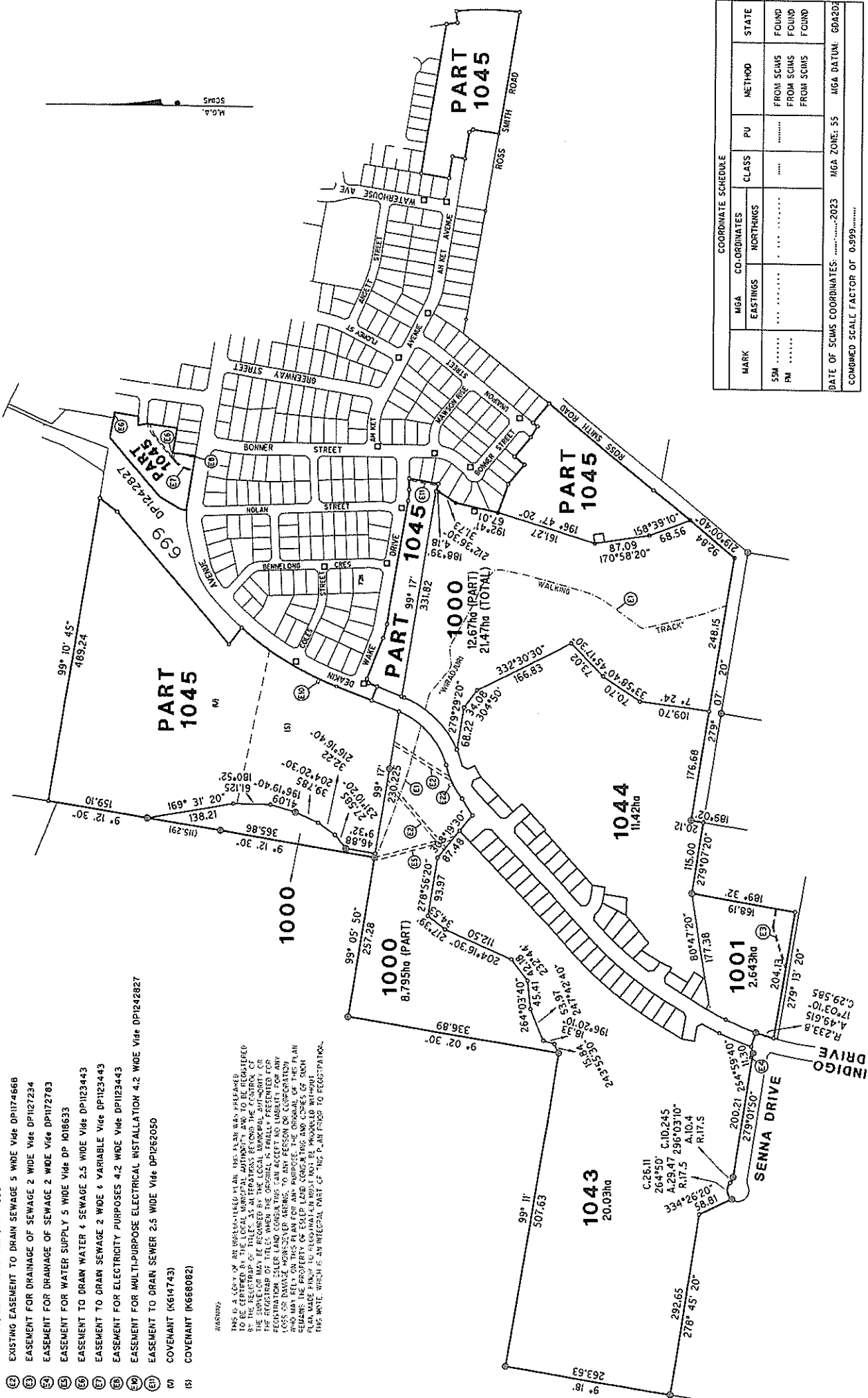


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)

- (1) EXISTING RIGHT OF CARRIAGEWAY OVER TRACK IN USE APPROXIMATE POSITION OF CENTRELINE OF TRACK AS INDICATED ON THIS PLAN OF SUBDIVISION AND RECORDED IN ELECTRONIC DATA FOR THIS JOB, BEING 16589 Vide DP1174668
- (2) EXISTING EASEMENT TO DRAIN SEWAGE 5 WIDE Vide DP1174668
- (3) EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE Vide DP117234
- (4) EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE Vide DP1172783
- (5) EASEMENT FOR WATER SUPPLY 5 WIDE Vide DP 1018633
- (6) EASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE Vide DP123443
- (7) EASEMENT TO DRAIN SEWAGE 2 WIDE & VARIABLE Vide DP123443
- (8) EASEMENT FOR ELECTRICITY PURPOSES 4.2 WIDE Vide DP123443
- (9) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE Vide DP1242827
- (10) EASEMENT TO DRAIN SEWER 2.5 WIDE Vide DP1262050
- (11) COVENANT (K614743)
- (12) COVENANT (K668082)

NOTES:
 THIS IS A COPY OF AN UNREGISTERED PLAN. THIS PLAN MAY BE RECALLED TO BE CERTIFIED BY THE LOCAL MUNICIPAL AUTHORITY. LAW TO BE RECALLED BY THE REGISTER OF TITLES. AS AN INSTRUMENT BEYOND THE CONTROL OF THE REGISTER OF TITLES, WHEN THE ORIGINAL IS LOST OR DESTROYED, THE REGISTERATION ISLER (LAND CONVEYANCE) CAN ACCEPT AND ISSUE A COPY FOR ANY LOSS OR DAMAGE. HOWEVER, THIS PLAN IS NOT A COPY OF THE ORIGINAL OF THIS PLAN. THE ORIGINAL OF THIS PLAN IS KEPT IN THE OFFICE OF THE REGISTER OF TITLES. THE ORIGINAL OF THIS PLAN MADE KNOWN TO RECORDATION MUST NOT BE PRODUCED WITHOUT THIS NOTE, WHICH IS AN INTEGRAL PART OF THIS PLAN PRIOR TO RECORDATION.



COORDINATE SCHEDULE			
MARK	MGA	CO-ORDINATES	CLASS
EA1
EA2
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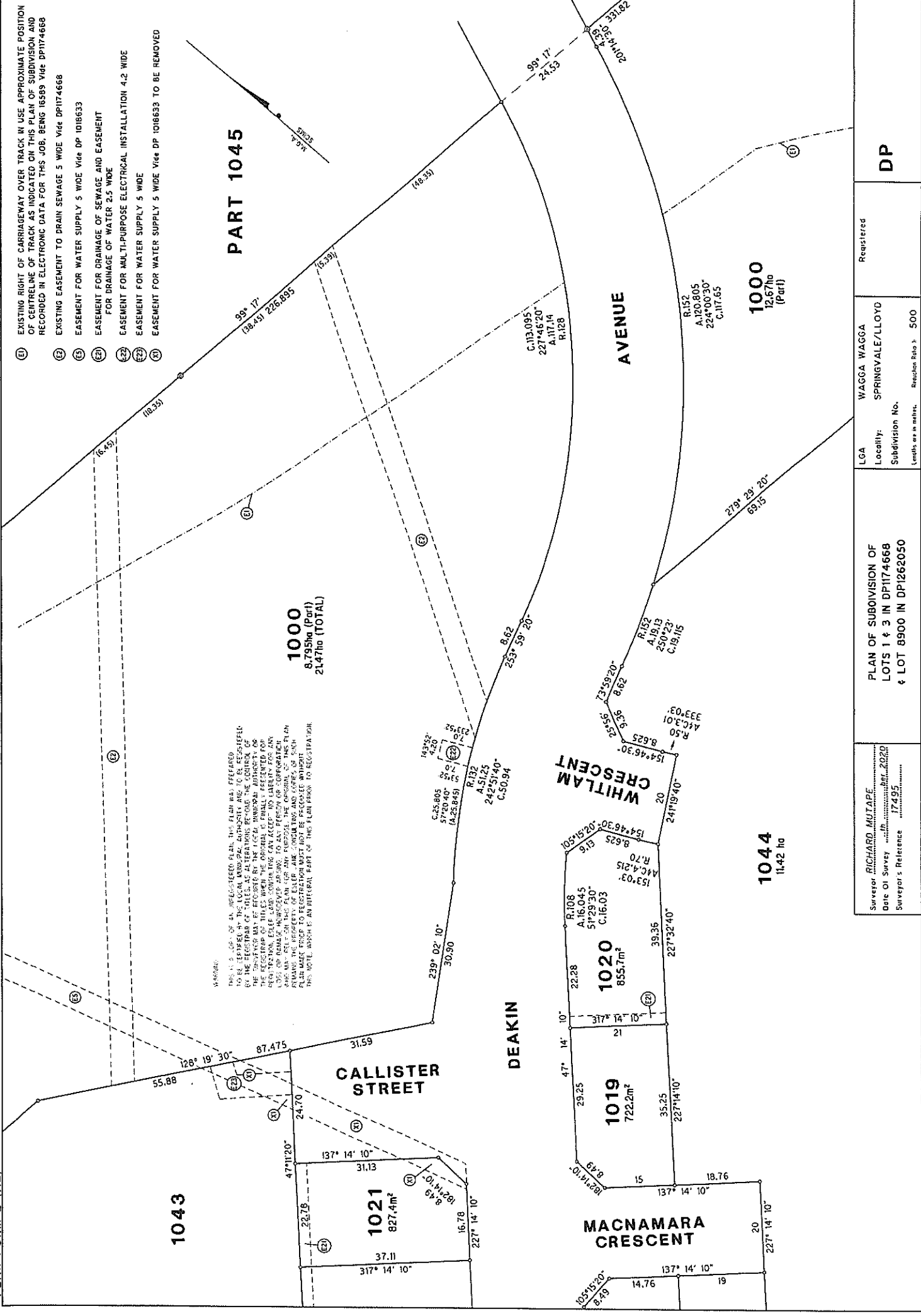
DATE OF SCMS COORDINATES:2023 MGA ZONE: 55 MGA DATUM: GDA2020
 COMBINED SCALE FACTOR OF 0.999.....

Surveyor RICHARD MUTAPPE Date of Survey MAY 2023 Surveyor's Reference 17495	LGA WAGGA WAGGA Locality SPRINGVALE/LLOYD Subdivision No. DP1262050 Leach's etc. n. n. n. 4.000	Registered DP
--	--	-------------------------

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- (E1) EXISTING RIGHT OF CARRIAGEWAY OVER TRACK IN USE APPROXIMATE POSITION OF CENTRELINE OF TRACK AS INDICATED ON THIS PLAN OF SUBDIVISION AND RECORDED IN ELECTRONIC DATA FOR THIS JOB, BEING 16589 VIDE DP1174668
- (E2) EXISTING EASEMENT TO DRAIN SEWAGE 5 WIDE VIDE DP1174668
- (E3) EASEMENT FOR WATER SUPPLY 5 WIDE VIDE DP 1018633
- (E4) EASEMENT FOR DRAINAGE OF SEWAGE AND EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE
- (E5) EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- (E6) EASEMENT FOR WATER SUPPLY 5 WIDE
- (E7) EASEMENT FOR WATER SUPPLY 5 WIDE VIDE DP 1018633 TO BE REMOVED

WARNING:
 THIS IS A COPY OF AN REGISTERED PLAN. THIS PLAN WAS PREPARED TO BE REPRODUCED BY THE LOCAL MUNICIPAL AUTHORITY AND TO BE REGISTERED IN THE LOCAL MUNICIPAL AUTHORITY'S RECORDS. IT IS THE RESPONSIBILITY OF THE REGISTERED PLAN HOLDER TO ENSURE THAT THE ORIGINAL IS PROPERLY FILED FOR THE RECORDS OF THE LOCAL MUNICIPAL AUTHORITY. THE REGISTERED PLAN HOLDER SHALL BE RESPONSIBLE FOR ANY REPRODUCTION OF THIS PLAN WHEN THE ORIGINAL IS FINALLY FILED FOR THE RECORDS OF THE LOCAL MUNICIPAL AUTHORITY. NO LIABILITY FOR ANY LOSS OF REPRODUCTION SHALL BE INCURRED BY ANY PERSON OR CORPORATION USING THIS PLAN WITHOUT THE WRITTEN CONSENT OF THE REGISTERED PLAN HOLDER. THIS PLAN IS THE PROPERTY OF THE REGISTERED PLAN HOLDER AND IT IS THE RESPONSIBILITY OF THE REGISTERED PLAN HOLDER TO ENSURE THAT THIS PLAN IS PROPERLY FILED FOR THE RECORDS OF THE LOCAL MUNICIPAL AUTHORITY. THIS NOTE, WHICH IS AN INTEGRAL PART OF THIS PLAN FROM REGISTRATION.

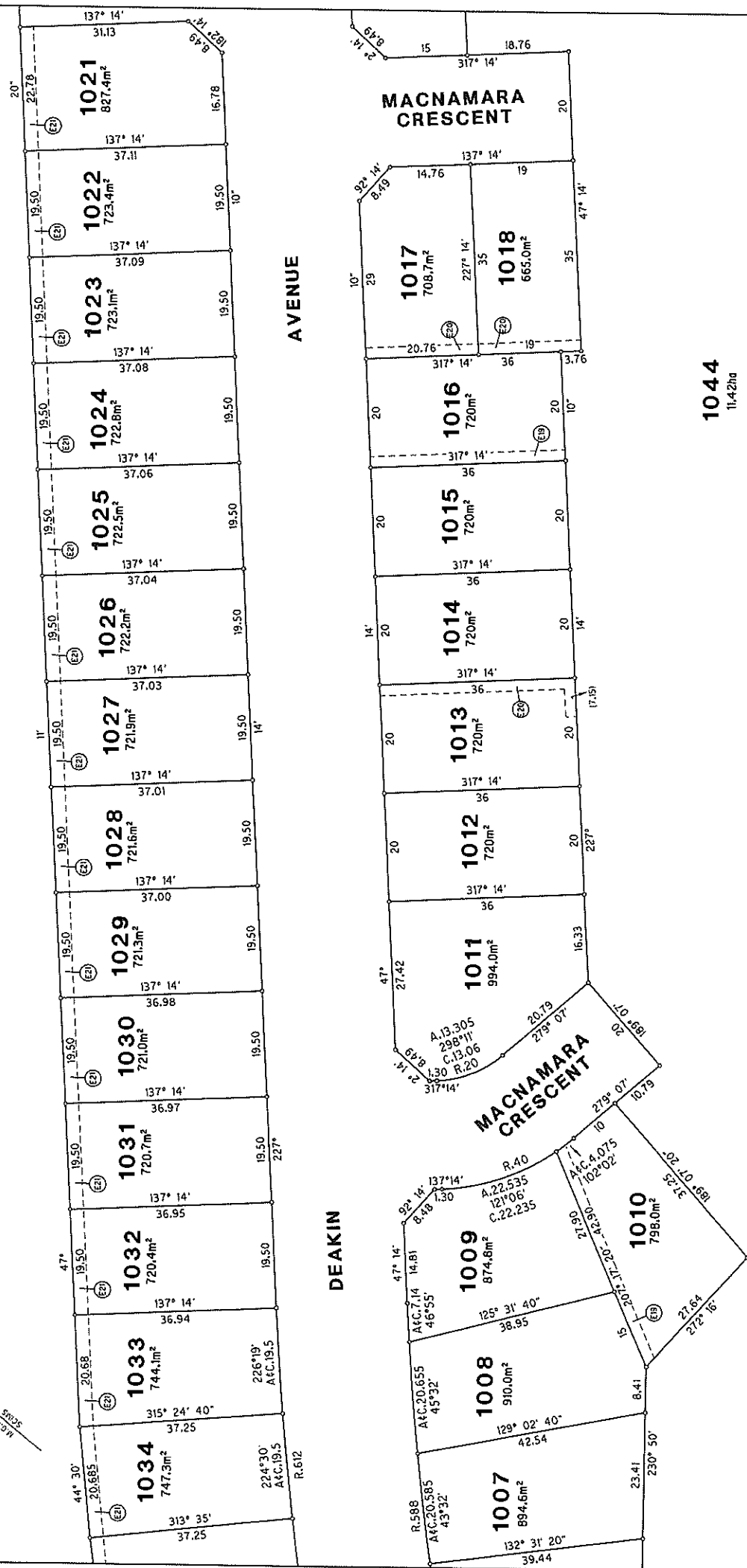
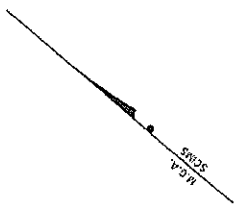


Surveyor: RICHARD MUTAPE	PLAN OF SUBDIVISION OF LOTS 1 & 3 IN DP1174668 & LOT 8900 IN DP1262050	Registered	DP
Date Of Survey: 17/04/2020			
Surveyor's Reference: 17495			
LGA: WAGGA WAGGA	Locality: SPRINGVALE/LLOYD	Registered	
Subdivision No.:		Resolution Ratio: 1:500	
Lengths are in metres.			

(E1) EASEMENT FOR DRAINAGE OF WATER 2 WIDE
 (E2) EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE
 (E3) EASEMENT FOR DRAINAGE OF SEWAGE AND EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE

1043
 20.03ha

NOTES:
 1. THE PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONVEYANCE OF INTERESTS IN LAND.
 2. THE SURVEYOR HAS BEEN ADVISED BY THE LOCAL MUNICIPAL AUTHORITY OF THE EXISTENCE OF UTILITIES IN THE SUBDIVISION AND HAS MADE A REASONABLE ATTEMPT TO LOCATE AND IDENTIFY THEM.
 3. THE SURVEYOR HAS BEEN ADVISED BY THE LOCAL MUNICIPAL AUTHORITY OF THE EXISTENCE OF UTILITIES IN THE SUBDIVISION AND HAS MADE A REASONABLE ATTEMPT TO LOCATE AND IDENTIFY THEM.
 4. THE SURVEYOR HAS BEEN ADVISED BY THE LOCAL MUNICIPAL AUTHORITY OF THE EXISTENCE OF UTILITIES IN THE SUBDIVISION AND HAS MADE A REASONABLE ATTEMPT TO LOCATE AND IDENTIFY THEM.
 5. THE SURVEYOR HAS BEEN ADVISED BY THE LOCAL MUNICIPAL AUTHORITY OF THE EXISTENCE OF UTILITIES IN THE SUBDIVISION AND HAS MADE A REASONABLE ATTEMPT TO LOCATE AND IDENTIFY THEM.
 6. THE SURVEYOR HAS BEEN ADVISED BY THE LOCAL MUNICIPAL AUTHORITY OF THE EXISTENCE OF UTILITIES IN THE SUBDIVISION AND HAS MADE A REASONABLE ATTEMPT TO LOCATE AND IDENTIFY THEM.
 7. THE SURVEYOR HAS BEEN ADVISED BY THE LOCAL MUNICIPAL AUTHORITY OF THE EXISTENCE OF UTILITIES IN THE SUBDIVISION AND HAS MADE A REASONABLE ATTEMPT TO LOCATE AND IDENTIFY THEM.
 8. THE SURVEYOR HAS BEEN ADVISED BY THE LOCAL MUNICIPAL AUTHORITY OF THE EXISTENCE OF UTILITIES IN THE SUBDIVISION AND HAS MADE A REASONABLE ATTEMPT TO LOCATE AND IDENTIFY THEM.
 9. THE SURVEYOR HAS BEEN ADVISED BY THE LOCAL MUNICIPAL AUTHORITY OF THE EXISTENCE OF UTILITIES IN THE SUBDIVISION AND HAS MADE A REASONABLE ATTEMPT TO LOCATE AND IDENTIFY THEM.
 10. THE SURVEYOR HAS BEEN ADVISED BY THE LOCAL MUNICIPAL AUTHORITY OF THE EXISTENCE OF UTILITIES IN THE SUBDIVISION AND HAS MADE A REASONABLE ATTEMPT TO LOCATE AND IDENTIFY THEM.

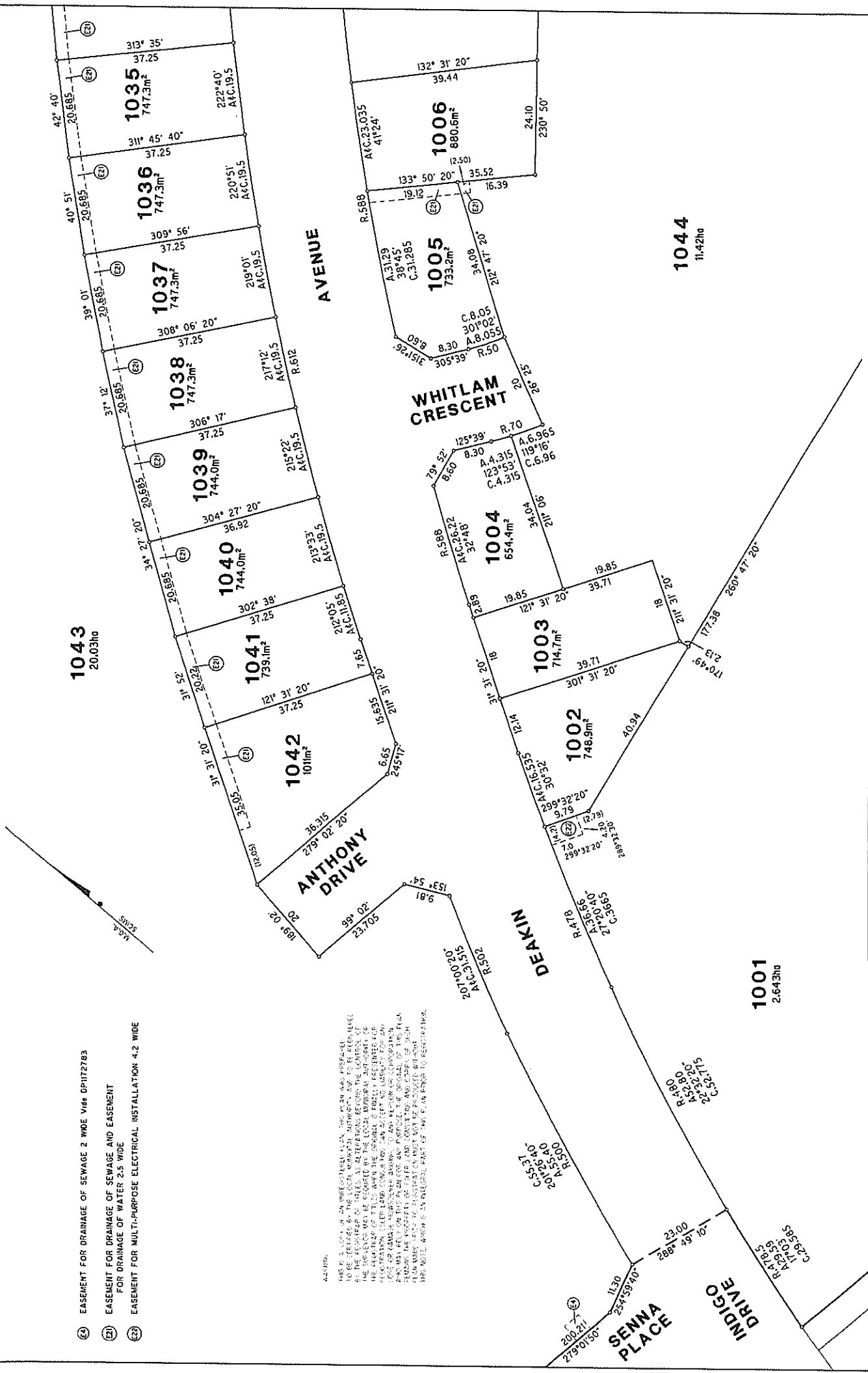


1044
 11.42ha

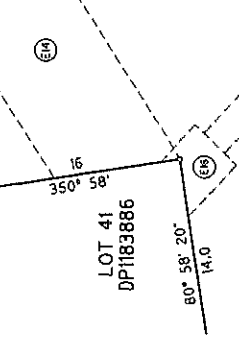
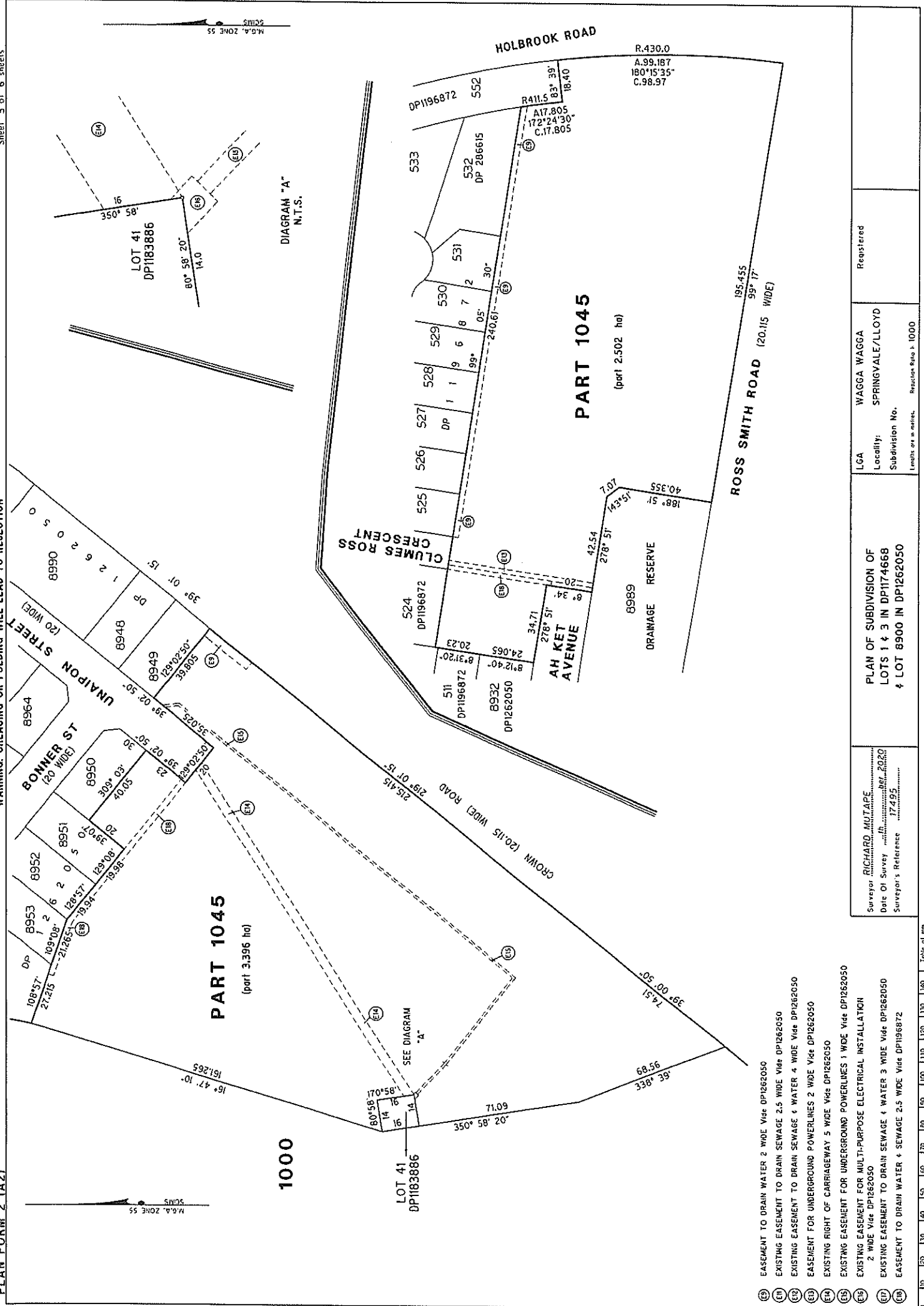
Registered	DP
LGA	WAGGA WAGGA
Locality:	SPRINGVALE/LLLOYD
Subdivision No.	
Lot(s) set in order.	Replaces Plan 1: 500
PLAN OF SUBDIVISION OF LOTS 1 & 3 IN DP1174666 & LOT 6900 IN DP1262050	
Surveyor	RICHARD MUIRHEAD
Date Of Survey	with reference to Ref. 2020
Surveyor's Reference	17495

- (E) EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE Vias DP1172783
- (Z) EASEMENT FOR DRAINAGE OF SEWAGE AND EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE
- (E2) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE

NOTE: A COPY OF AN INSTRUMENT PLAN, TWO DIMENSIONAL PROJECTIONS TO BE REFERRED TO THE LOCAL COMPETENT AUTHORITY, AND TO BE KEPT ON FILE. THE INSTRUMENT PLAN MUST BE KEPT ON FILE WITH THE LOCAL COMPETENT AUTHORITY. THE INSTRUMENT PLAN MUST BE KEPT ON FILE WITH THE LOCAL COMPETENT AUTHORITY. THE INSTRUMENT PLAN MUST BE KEPT ON FILE WITH THE LOCAL COMPETENT AUTHORITY. THE INSTRUMENT PLAN MUST BE KEPT ON FILE WITH THE LOCAL COMPETENT AUTHORITY.



Surveyor: RICHARD MUIRHEAD Date of Survey: 11th November 2023 Surveyor's Reference: 17495		PLAN OF SUBDIVISION OF LOTS 1 & 3 IN DP1174568 & LOT 8900 IN DP1262050		LGA: WAGGA WAGGA Locality: SPRINGVALE/LLLOYD Subdivision No. Levels are in metres. Reaction Ratio: 1:500	Registered DP
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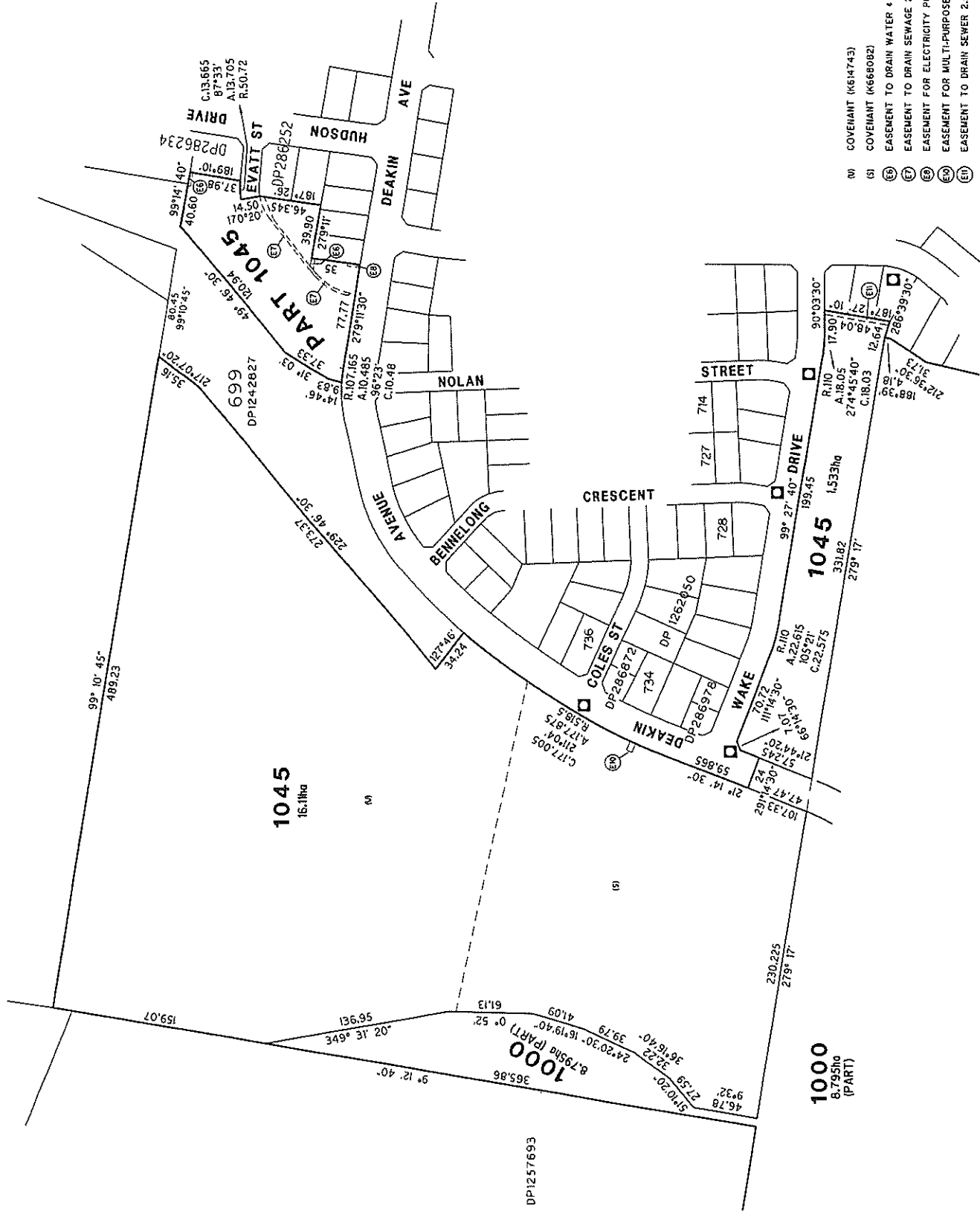
- (E1) EASEMENT TO DRAIN WATER 2 WIDE VIDE DP1262050
- (E2) EXISTING EASEMENT TO DRAIN SEWAGE 2.5 WIDE VIDE DP1262050
- (E3) EXISTING EASEMENT TO DRAIN SEWAGE + WATER 4 WIDE VIDE DP1262050
- (E4) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE VIDE DP1262050
- (E5) EXISTING RIGHT OF CARRIAGEWAY 5 WIDE VIDE DP1262050
- (E6) EXISTING EASEMENT FOR UNDERGROUND POWERLINES 1 WIDE VIDE DP1262050
- (E7) EXISTING EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2 WIDE VIDE DP1262050
- (E8) EXISTING EASEMENT TO DRAIN SEWAGE + WATER 3 WIDE VIDE DP1262050
- (E9) EASEMENT TO DRAIN WATER + SEWAGE 2.5 WIDE VIDE DP1196872

Surveyor: **RICHARD MUTAJA**
 Date of Survey: **17/02/2020**
 Surveyor's Reference: **17495**

PLAN OF SUBDIVISION OF
 LOTS 1 & 3 IN DP1174668
 + LOT 8900 IN DP1262050

LGA: **WAGGA WAGGA**
 Locality: **SPRINGVALE/LLOYD**
 Subdivision No.:
 Limits of a estate: **Reaction No. 3, 1000**

Registered



- (S) COVENANT (K614743)
- (S) COVENANT (K668092)
- (E) EASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE Vide DP1123443
- (E) EASEMENT TO DRAIN SEWAGE 2 WIDE & VARIABLE Vide DP1123443
- (E) EASEMENT FOR ELECTRICITY PURPOSES 4.2 WIDE Vide DP1123443
- (E1) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE Vide DP1242827
- (E2) EASEMENT TO DRAIN SEWER 2.5 WIDE Vide DP1262050

Surveyor **RICHARD MUTAPE**
 Date of Survey **17/02/2020**
 Surveyor's Reference **17495**

**PLAN OF SUBDIVISION OF
 LOTS 1 & 3 IN DP1174668
 & LOT 8900 IN DP1262050**

LGA **WAGGA WAGGA**
 Locality: **SPRINGVALE/LLOYD**
 Subdivision No. **2000**
(Lengths are in metres. Precision Ratio = 2000)

DP

**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 10 sheets)
Plan of Subdivision of Lots 1 & 3
DP 1174668 and Lot 8900 DP 1262050
covered by Council's Certificate No.
dated 2023

**Full name and address
of the owner of the land**
Lots 1 & 3 DP 1174668
Lot 8900 DP 1262050

**The Trustees of the Roman Catholic Church
for the Diocese of Wagga Wagga**
205 Tarcutta Street
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 for drain of water 2 wide (shown as E19 on the plan)	1010 & 1016	Wagga Wagga City Council
2	Easement for drainage of sewage 2 wide (shown as E20 on the plan)	1013, 1017 & 1018	Wagga Wagga City Council
3	Easement for drainage of sewage and easement for drainage of water 2.5 wide (shown as E21 on the plan)	1005, 1020-1042 (inclusive) and 1044	Wagga Wagga City Council
4	Easement for multi-purpose electrical installation 4.2 wide (shown as E22 on the plan)	1000 & 1001	Essential Energy
5	Easement for water supply 5 wide (shown as E23 on the plan)	1043	Riverina Water Authority
6	Positive Covenant	Each and every lot excluding lots 1000, 1001, 1043, 1044 and 1045	Each and every lot excluding lots 1000, 1001, 1043, 1044 and 1045
7	Restriction on the Use of the Land	Each and every lot excluding lots 1000, 1001, 1043, 1044 and 1045	Each and every lot excluding lots 1000, 1001, 1043, 1044 and 1045

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 10 sheets)
Plan of Subdivision of Lots 1 & 3
DP 1174668 and Lot 8900 DP 1262050
covered by Council's Certificate No.
dated 2023

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	Easement for water supply created by DP 1018633 (shown as X1 on the plan)	1021, 1043 & Callister Street (formerly 3/1174668)	Riverina Water Authority
2	Easement for overhead powerlines 20 wide created by DP 1183886	3/1174668	Essential Energy
3	Right of carriageway over track in use created by DP 1174668	Extension of Deakin Avenue (formerly 3/1174668)	State of New South Wales

PART 2

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

Easement for Drainage of Water 2.5 wide as defined in Part 8 Schedule 8 of the *Conveyancing Act 1919* and Easement for Drainage of Water 2.5 wide as defined in Part 7 Schedule 8 of the *Conveyancing Act 1919*.

2. Terms of Easement fourthly 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.

3. Terms of Positive Covenant sixthly 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:

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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan: (Sheet 3 of 10 sheets)
Plan of Subdivision of Lots 1 & 3
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dated 2023

- (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.

(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 *Landscaping of Nature Strips – Guidelines and Applications* 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) 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) 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*.

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

Wagga Wagga City Council.

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

Plan: (Sheet 4 of 10 sheets)
Plan of Subdivision of Lots 1 & 3
DP 1174668 and Lot 8900 DP 1262050
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dated 2023

5. Terms of restrictions on the use of the land seventhly referred to in the plan:

Buildings and structures

- (a) No more than one Main Building shall be erected or allowed to remain on any lot except for a Unit Lot upon which multiple units may be erected.
- (b) No Main Building 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 a Unit Lot if multiple units are erected on such lot.
- (c) No Main Building or garage shall:-
 - (i) have external walls consisting of material other than brick, brick veneer, stone, hebel blocks or panels, cement block or concrete construction, or 'weathertex' (or its equivalent) noting that panels of glass shall be permitted provided that at least 90% of the walls consists of the aforementioned materials; and/or
 - (ii) have roofing other than of slate, tile or Steel Sheet materials.
- (d) No Main Building, garage or other out building may be erected on any lot 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 Main Building or garage) shall:-
 - (i) be constructed of 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; and/or
 - (iv) exceed at any point 3 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 other than street numbers and house names which shall not exceed 60 centimetres x 30 centimetres in size.

Use

- (h) No Main Building shall be used or allowed to be used for any purpose other than as a private dwelling house 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 a Unit Lot upon which multiple units have been erected.
- (i) No lot or building thereon shall be used for any noxious, noisome or offensive trade or calling.

Fencing and retaining walls

- (j) No fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height or a retaining wall referred to in paragraph (n) below) shall be erected

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Plan: (Sheet 5 of 10 sheets)
Plan of Subdivision of Lots 1 & 3
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dated 2023

between the front street alignment and the building line, provided that this shall not apply to any corner lot.

(k) 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 (n) below) shall be erected any closer to the front street alignment than the dwelling house erected on the lot.

(l) 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) these restrictions do not prevent the continuation and re-erection (if necessary) of any retaining wall referred to in paragraph (n) below.

(m) During the ownership of any adjoining land by 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,

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.

(n) 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 (m) 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 noting and subject to paragraph (m).

Interpretation

In these restrictions on the use of the land, the following terms have the corresponding meanings:-

(o) "Main Building" means the dwelling and any structures sharing the same roof or attached thereto such as a garage;

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Plan: (Sheet 6 of 10 sheets)
Plan of Subdivision of Lots 1 & 3
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dated 2023

- (p) "the Trustees" means the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga or any entity to which the benefit of a restriction in favour of the former is assigned
- (q) "Steel Sheet" means 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.
- (r) "Unit Lot" means lots 1008, 1009, 1011, 1019, 1020, 1021 and 1042.

6. Name of Person or Authority Empowered to Release, Vary or Modify Restrictions on Use of Land seventhly 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.

**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 7 of 10 sheets)
Plan of Subdivision of Lots 1 & 3
DP 1174668 and Lot 8900 DP 1262050
covered by Council's Certificate No.
dated 2023

**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
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Plan:

(Sheet 8 of 10 sheets)
Plan of Subdivision of Lots 1 & 3
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dated 2023

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

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:

(Sheet 9 of 10 sheets)
Plan of Subdivision of Lots 1 & 3
DP 1174668 and Lot 8900 DP 1262050
covered by Council's Certificate No.
dated 2023

**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

**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 10 of 10 sheets)
Plan of Subdivision of Lots 1 & 3
DP 1174668 and Lot 8900 DP 1262050
covered by Council's Certificate No.
dated 2023

EXECUTED by
RIVERINA WATER AUTHORITY
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



FOLIO: 3/1174668

SEARCH DATE	TIME	EDITION NO	DATE
8/3/2023	3:50 PM	2	26/3/2013

LAND

LOT 3 IN DEPOSITED PLAN 1174668
 AT SPRINGVALE / LLOYD
 LOCAL GOVERNMENT AREA WAGGA WAGGA
 PARISH OF SOUTH WAGGA WAGGA COUNTY OF WYNYARD
 TITLE DIAGRAM DP1174668

FIRST SCHEDULE

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

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM- SEE CROWN GRANT
- 2 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989) WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 DP1018633 EASEMENT FOR WATER SUPPLY 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1127234 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1172783 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1174668 EASEMENT TO DRAIN SEWAGE 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1174668 RIGHT OF CARRIAGEWAY OVER TRACK IN USE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1183886 EASEMENT FOR OVERHEAD POWER LINE(S) 20 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1183886

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

230966

PRINTED ON 8/3/2023

* 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.

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Received: 08/03/2023 15:50:58

PLAN FORM 2 (A2)

DP1174668

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

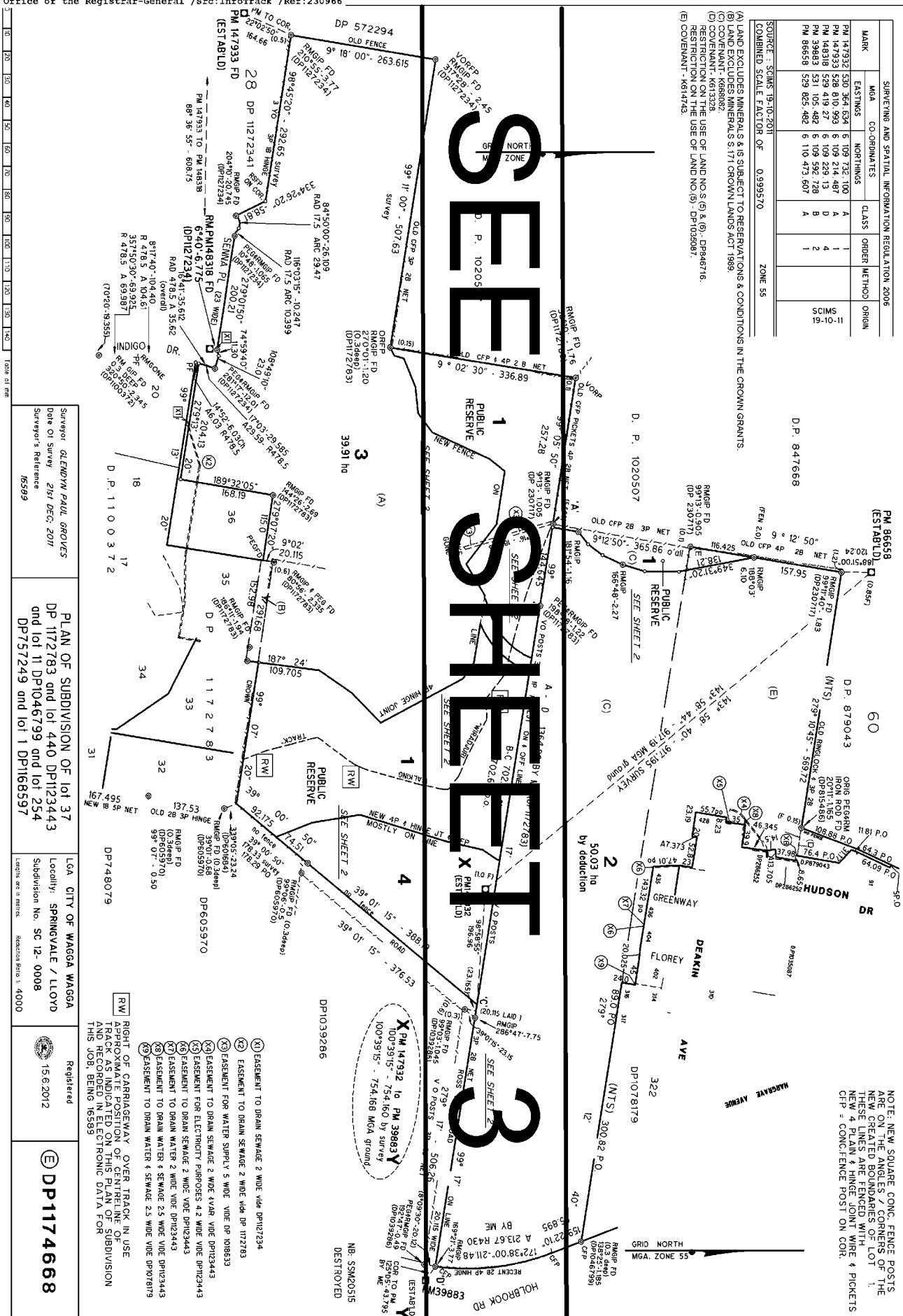
Sheet 1 of 4 sheets

SURVEYING AND SPATIAL INFORMATION REGULATION 2006				
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PM 147933	528 810 993	A	1	1
PM 148318	529 419 221	B	2	1
PM 38653	329 825 482	A	1	1
PM 38650	329 825 482	A	1	1

SCIMS	ORIGIN
SCIMS 16-10-11	11-10-11

SOURCE - SCIMS 15-10-2011
 COMBINED SCALE FACTOR OF 0.999570 ZONE 55

(A) LAND EXCLUDES MINERALS S. & IS SUBJECT TO RESERVATIONS & CONDITIONS IN THE CROWN GRANTS.
 (B) LAND EXCLUDES MINERALS S.171 CROWN LANDS ACT 1989.
 (C) COVENANT - K6688082.
 (D) COVENANT - K613328.
 (E) COVENANT - K614743.
 (F) COVENANT - K614743.
 (G) COVENANT - K614743.
 (H) COVENANT - K614743.
 (I) COVENANT - K614743.
 (J) COVENANT - K614743.
 (K) COVENANT - K614743.
 (L) COVENANT - K614743.
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 (P) COVENANT - K614743.
 (Q) COVENANT - K614743.
 (R) COVENANT - K614743.
 (S) COVENANT - K614743.
 (T) COVENANT - K614743.
 (U) COVENANT - K614743.
 (V) COVENANT - K614743.
 (W) COVENANT - K614743.
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 (Y) COVENANT - K614743.
 (Z) COVENANT - K614743.



SEE SHEET 3

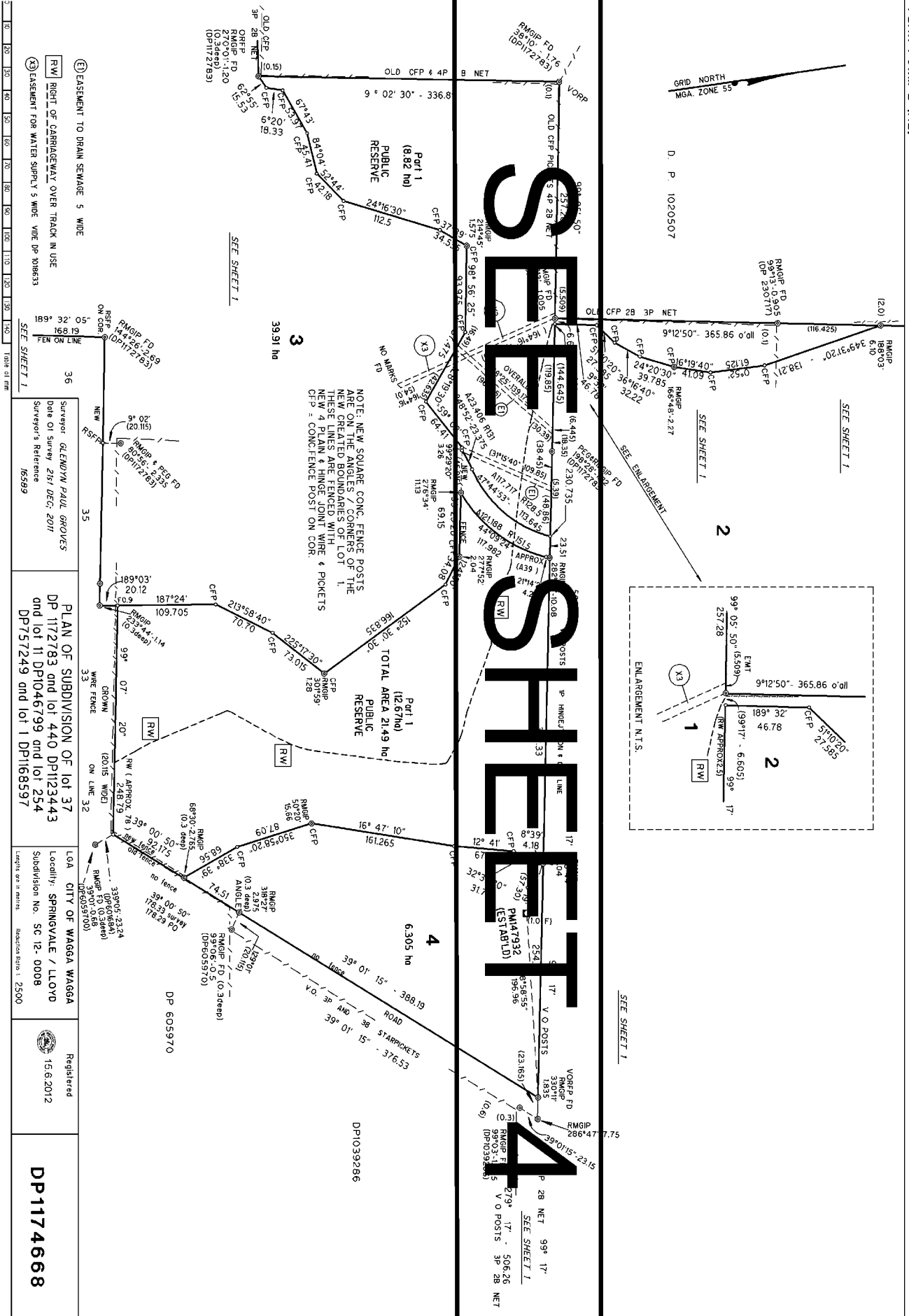
Surveyor **ALEXANDY PAUL GROVES**
 Date of Survey **21st DEC, 2011**
 Surveyor's Reference **16589**

PLAN OF SUBDIVISION OF lot 37
 DP 1172783 and lot 440 DP1123443
 and lot 11 DP1046799 and lot 254
 DP757249 and lot 1 DP1168597

LOA CITY OF WAGGA WAGGA
 Locality: **SPRINGVALE / LLOYD**
 Subdivision No. **SC 12-0008**

Registered
 15.6.2012
DP1174668

- (N) BASEMENT TO DRAIN SEWAGE & WIDE VIDE DP112734
- (O) BASEMENT TO DRAIN SEWAGE 2 WIDE VIDE DP 112734
- (P) BASEMENT TO WATER SUPPLY 5 WIDE VIDE DP 108833
- (Q) BASEMENT TO DRAIN SEWAGE 4.2 WIDE VIDE DP123443
- (R) BASEMENT TO DRAIN SEWAGE 4.2 WIDE VIDE DP123443
- (S) BASEMENT TO DRAIN SEWAGE 2 WIDE VIDE DP123443
- (T) BASEMENT TO DRAIN WATER 2 WIDE VIDE DP123443
- (U) BASEMENT TO DRAIN WATER 2 WIDE VIDE DP123443
- (V) BASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE VIDE DP123443
- (W) BASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE VIDE DP123443
- (X) BASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE VIDE DP123443
- (Y) BASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE VIDE DP123443
- (Z) BASEMENT TO DRAIN WATER & SEWAGE 2.5 WIDE VIDE DP123443



Surveyor **GLENDYN PAUL GROVES**
 Date of Survey **24th DEC. 2011**
 Surveyor's Reference **16589**

PLAN OF SUBDIVISION OF lot 37 DP 1172783 and lot 440 DP1123443 and lot 11 DP1046799 and lot 254 DP757249 and lot 1 DP168597

LGA **CITY OF WAGGA WAGGA**
 Locality: **SPRINGVALE / LLOYD**
 Subdivision No. **SC 12 - 0008**

Registered **15.6.2012**

DP1174668

PLAN FORM 2 (A2)

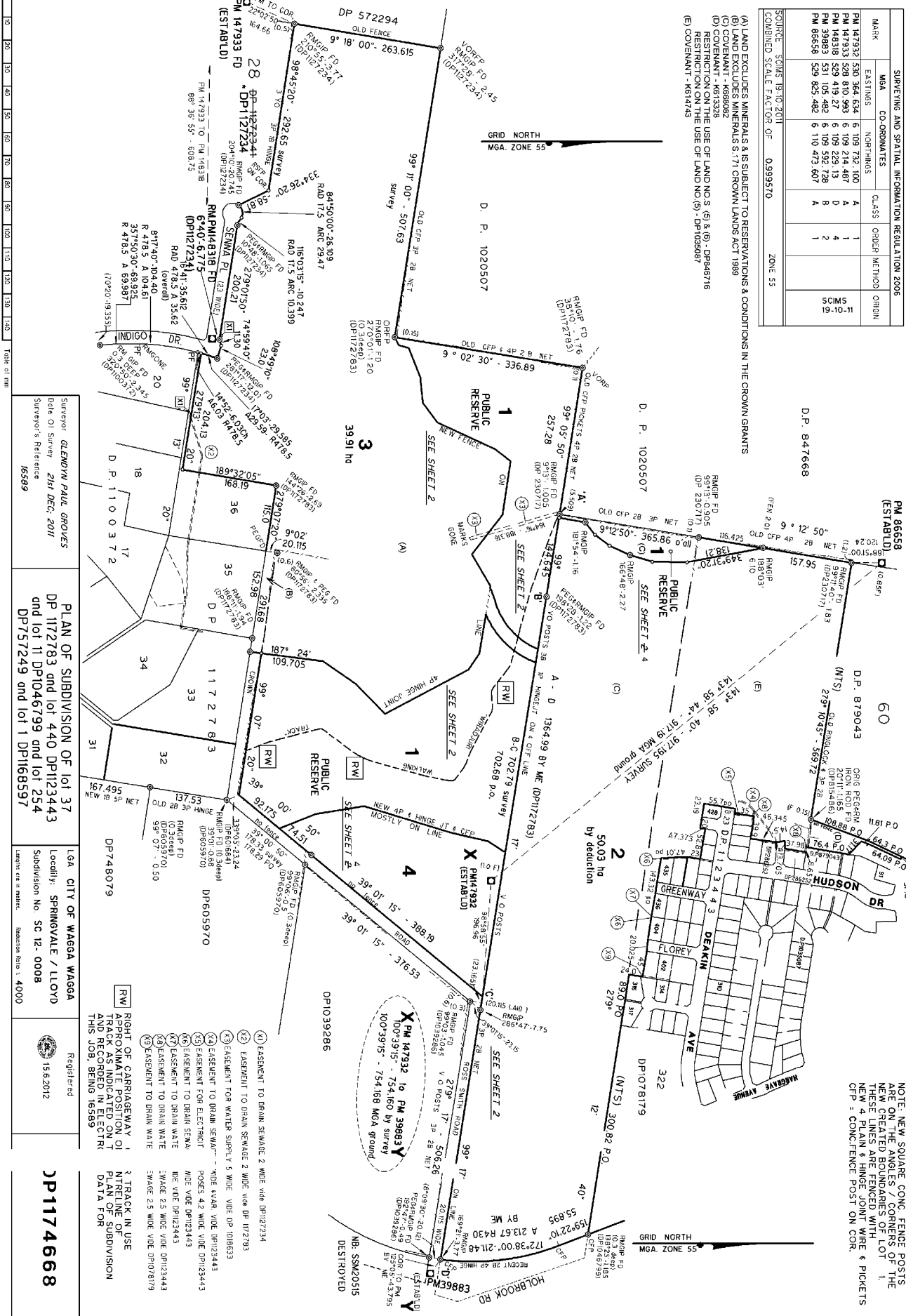
SURVEYING AND SPATIAL INFORMATION REGULATION 2006			
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PM 147932	590 364 634	6 109 732 100	A 1 1
PM 147933	528 810 993	6 109 214 487	A 4 4
PM 14318	529 419 27	6 109 229 13	D 0 1
PM 39883	531 605 482	6 109 592 728	R 8 2
PM 66598	529 825 482	6 110 473 607	A 1 1

SCIMS 19-10-11

SCHEME SCIMS 19-10-2011
 COMBINED SCALE FACTOR OF 0.999570
 ZONE 55

(A) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS IN THE CROWN GRANTS
 (B) LAND EXCLUDES MINERALS S.171 CROWN LANDS ACT 1989
 (C) COVENANT - K868982
 (D) COVENANT - K81232
 (E) RESTRICTION ON THE USE OF LAND NO. (5) - DP105987
 (F) COVENANT - K614743

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

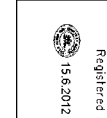


NOTE: NEW SQUARE CONC. FENCE POSTS ARE ON THE BOUNDARIES / CORNERS OF THE NEW CREATED BOUNDARIES OF LOT 1. THESE LINES ARE FENCED WITH NEW 4 PLAN HINGE JOINT WIRE & PICKETS OFF = CONCERNED POST ON CORN.

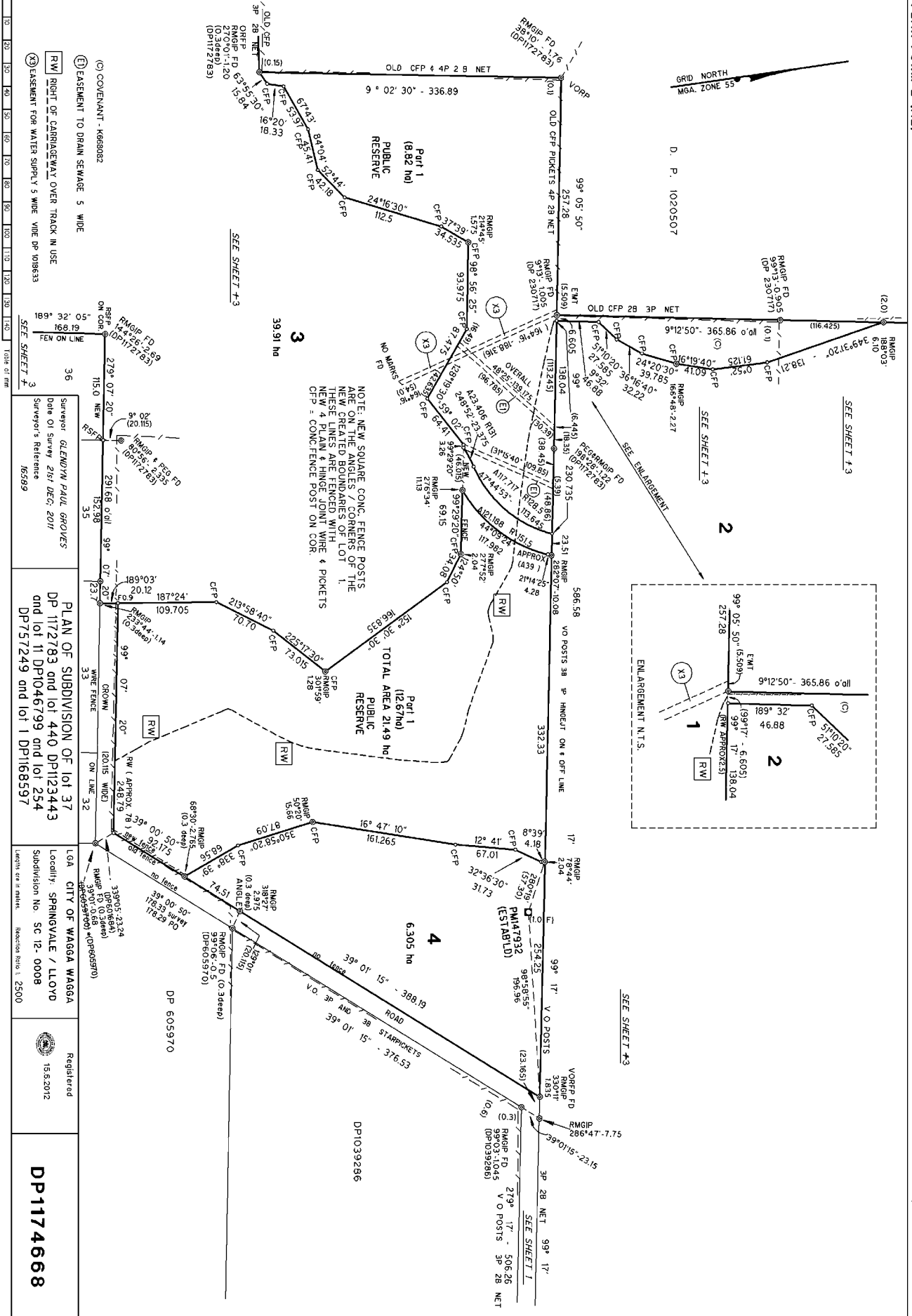
Surveyor: GLENDYNN PAUL GROVES
 Date of Survey: 21st Dec, 2011
 Surveyor's Reference: 16589

PLAN OF SUBDIVISION OF lot 37 DP 1172783 and lot 440 DP1123443 and lot 11 DP1046799 and lot 254 DP57249 and lot 1 DP1168597

LOCALITY: SPRINGVALE / LLOYD
 Subdivision No. SC 12-0008
 LGA: CITY OF WAGGA WAGGA



APPROXIMATE POSITION OF TRACK IN USE
 PLAN OF SUBDIVISION DATA FOR
DP1174668



10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Scale of mm

36	37	38	39	40
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Surveyor: GLENDYNN PAUL GROVES
 Date of Survey: 24th DEC. 2011
 Surveyor's Reference: 16589

PLAN OF SUBDIVISION OF lot 37 DP 1172783 and lot 440 DP1123443 and lot 11 DP1046799 and lot 254 DP757249 and lot 1 DP168597

LGA: CITY OF WAGGA WAGGA
 Locality: SPRINGVALE / LLOYD
 Subdivision No. SC 12-0008
 Fraction: 1/16

Registered 15.5.2012
 DP1174668

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

* OFFICE USE ONLY

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

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

- 1) EASEMENT TO DRAIN SEWAGE 5 WIDE
- 2) RIGHT OF CARRIAGEWAY OVER TRACK IN USE

IT IS INTENDED TO DEDICATE LOT 1 AS PUBLIC RESERVE

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

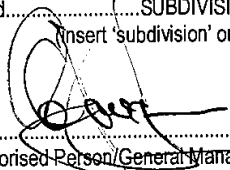
I.....in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed.....SUBDIVISION..... set out herein (insert 'subdivision' or 'new road')



* Authorised Person/General Manager/Accredited Certifier

Consent Authority: WAGGA WAGGA CITY COUNCIL
 Date of Endorsement: 28 March 2012
 Accreditation no:
 Subdivision Certificate no: SC 12-0008
 File no:

* Delete whichever is inapplicable.

DP1174668

Registered:  15.6.2012

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION of lot 37

DP 1172783 and lot 440 DP 1123443

and lot 11 DP 1046799 and

lot 254 DP 757249 and lot 1 DP 1168597

LGA: CITY OF WAGGA WAGGA

Locality: SPRINGVALE / LLOYD

Parish: SOUTH WAGGA WAGGA

County: WYNYARD

Surveying & Spatial Information Regulation, 2006

I, GLENDYN PAUL GROVES of Esler & Associates, 64 HAMMOND AVE, WAGGA WAGGA. 2650- ph 02-6921-3312 a Surveyor registered under the *Surveying & Spatial Information Act 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying & Spatial Information Regulation 2006* and was completed on: 21st DECEMBER, 2011.

The survey relates to lots 1, 3 and 4 and part of lot 2

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 4.4.12
 Surveyor registered under the *Surveying & Spatial Information Act, 2002*

Datum Line: X (PM ~~86658~~) TO Y (PM 147932)

Type: Urban 39883

Plans used in the preparation of survey/compilation

DP 1127234, DP 1172783, DP 1123443, DP 572294, DP 605970, DP 1100372, DP 1020507, DP 230717, DP 1039286, DP 1018633, DP 1168597

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 16589

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

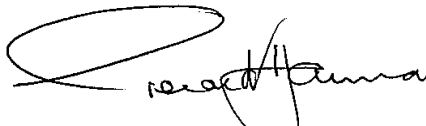
PLAN OF SUBDIVISION of lot 37
DP 1172783 and lot 440 DP 1123443
and lot 11 DP 1046799 and
lot 254 DP 757249 and lot 1 DP 1168597

DP1174668

Registered:  15.6.2012


Subdivision Certificate No: SC 12- 0008

Date of Endorsement: 28 MARCH 2012


GERARD JOSEPH HANNA
. BISHOP.




KEVIN JOSEPH O'REILLY


DENNIS JAMES PURCELL

} members OF THE
BODY CORPORATE

SURVEYOR'S REFERENCE: 16589

* OFFICE USE ONLY

**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**

DP1174668

(Sheet 1 of 3 sheets)

Plan

Plan of Subdivision of Lot 37 DP 1172783, Lot 440 DP 1123443,
Lot 11 DP 1046799, Lot 254 DP 757249 and Lot 1 DP 1168597
covered by Council Certificate No. 12/0008

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

**THE TRUSTEES OF THE
ROMAN CATHOLIC CHURCH
FOR THE DIOCESE OF WAGGA WAGGA**
c/- McAlroy House
205 Tarcutta Street
WAGGA WAGGA NSW 2650

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

Not Applicable.

PART 1

1. Identity of easement, profit à prendre, restriction, or positive covenant to be created and firstly referred to in the plan Easement to drain sewage 5 wide.

Schedule of lots etc affected

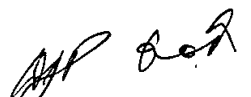
Lots burdened
Lot 1

Lots Benefited. Relevant Roads.
Bodies or Prescribed Authorities
Lots 2 & 3.
Council of the City of Wagga Wagga.

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



This is sheet 1 of a 3 sheet instrument ...



**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**

DP1174668 (Sheet 2 of 3 sheets)

Plan

Plan of Subdivision of Lot 37 DP 1172783, Lot 440 DP 1123443,
Lot 11 DP 1046799, Lot 254 DP 757249 and Lot 1 DP 1168597
covered by Council Certificate No. 12/0008

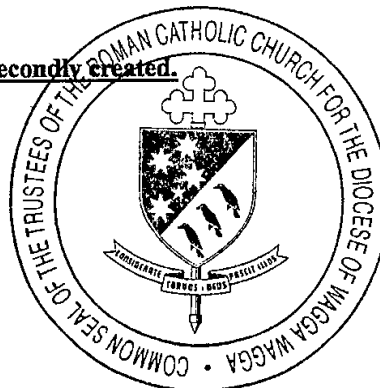
Schedule of lots etc affected

	<u>Lots Benefited, Relevant Roads,</u>
<u>Lots burdened</u>	<u>Bodies or Prescribed Authorities</u>
Lots 1 & 3	The State of New South Wales.

Name of person empowered to release the easement secondly created.

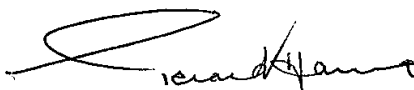
Minister Administering the Crown Lands Act.

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:-)



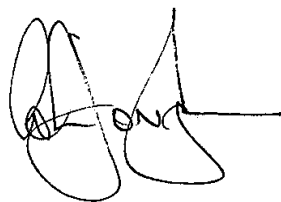
Robally
KEVIN O'REILLY.

D Purcell
DENNIS PURCELL



 Bishop GERARD HANNA

.....
Members of the Body Corporate



**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**

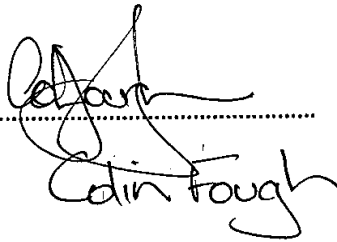
DP1174668

(Sheet 3 of 3 sheets)

Plan

Plan of Subdivision of Lot 37 DP 1172783, Lot 440 DP 1123443,
Lot 11 DP 1046799, Lot 254 DP 757249 and Lot 1 DP 1168597
covered by Council Certificate No. 12/0008

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


.....
Colin Tough


.....
Jenna Clarke.

REGISTERED



15.6.2012

PLAN FORM 2 (A2)

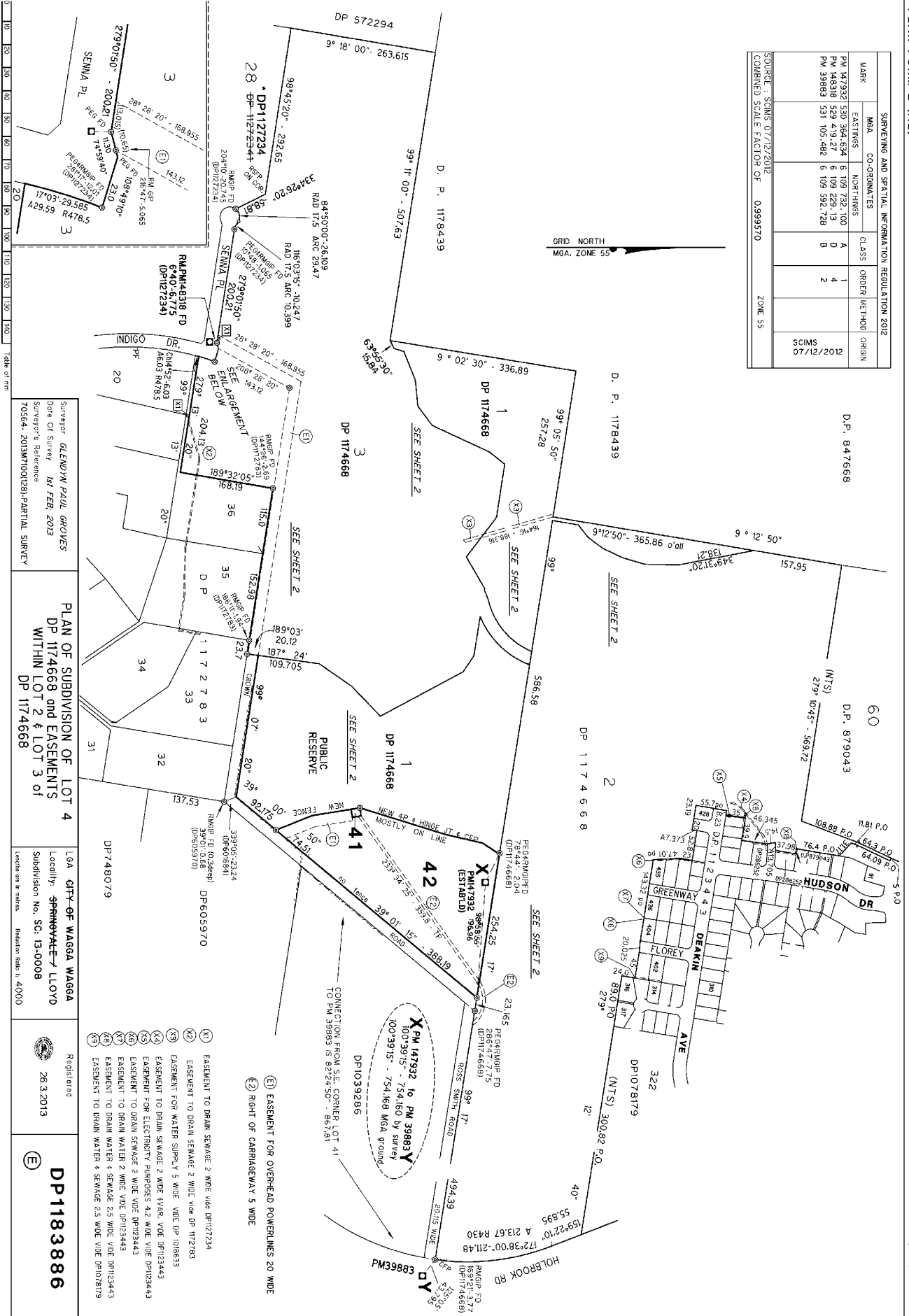
DP1183886

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 2 sheets

SURVEYING AND SPATIAL INFORMATION REGULATION 2012					
MARK	MSA	CO-ORDINATES	CLASS	ORDER METHOD	ORIGIN
PM 147932		530 364 534	A	1	
PM 148318		529 419 27	D	4	
PM 39883		531 105 482	B	2	
					SCIMS 07/12/2012

SOURCE : SCIMS 07/12/2012
 COMBINED SCALE FACTOR OF 0.999570
 ZONE 55



Surveyor: GLENDYN PAUL GROVES
 Date Of Survey: 1st FEB. 2013
 Surveyor's Reference: T0564 - 2013MT001291-PARTIAL SURVEY

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

LOA: CITY OF WAGGA WAGGA
 Locality: SPRINGVALE / LLOYD
 Subdivision No. SC: 13-0008
 Licence no. in force: Radiation Public L: 4000

Registered
 28.3.2013

DP1183886

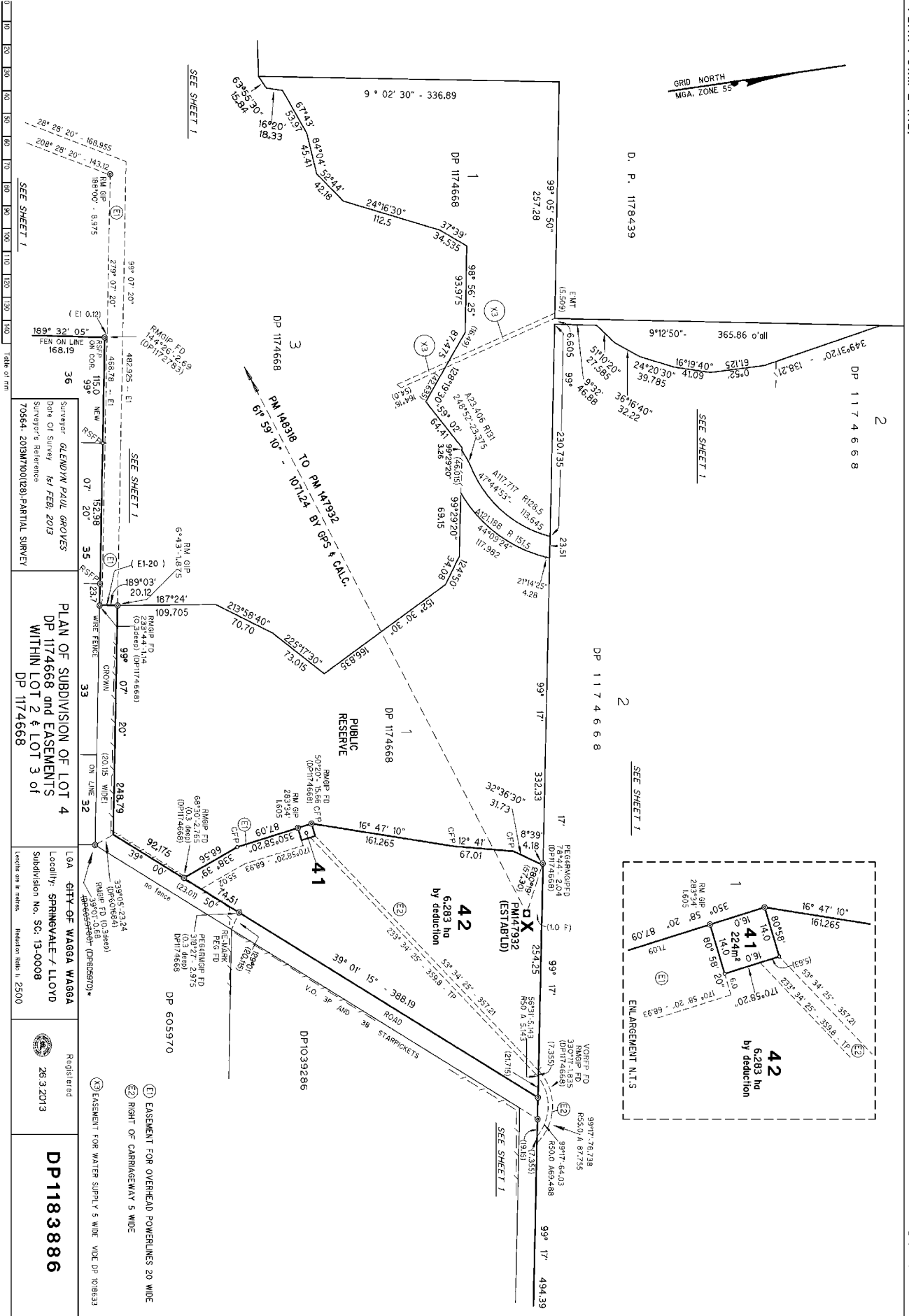


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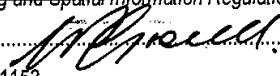
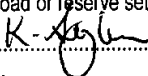
SEE SHEET 1

SEE SHEET 1

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection


ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p>Registered:  26.3.2013</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1183886</h1> <p>Office Use Only</p>	
<p style="text-align: center;">PLAN OF SUBDIVISION OF LOT 4 DP 1174668 AND EASEMENTS WITHIN LOT 2 & LOT 3 DP 1174668</p>	<p>LGA: CITY OF WAGGA WAGGA</p> <p>Locality: SPRINGVALE/LLOYD</p> <p>Parish: SOUTH WAGGA WAGGA</p> <p>County: WYNYARD</p>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, GLENDYN PAUL GROVES of Esler & Associates 64 HAMMOND AVE, WAGGA WAGGA 2650 .. a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 1st February 2013.....</p> <p>*(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 <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 1st February 2013 the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 4.3.13</p> <p>Surveyor ID: 1153</p> <p>Datum Line: X TO Y</p> <p>Type: *Urban</p> <p>The terrain is *Level-Undulating</p> <p>*Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>KEITH SEGHERS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Wagga Wagga City Council</u></p> <p>Date of endorsement: <u>01.03.13</u></p> <p>Subdivision Certificate number: <u>SC13/0008</u></p> <p>File number: <u>DA12/0268</u></p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1174668, DP 1172783, DP 1127234</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 70564 -2013M7100(128)PARTIAL SURVEY</p>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

Office Use Only
Registered:  26.3.2013

Office Use Only

DP1183886

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

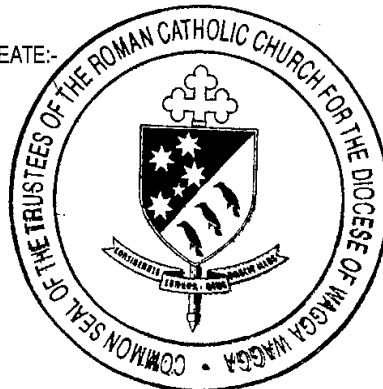
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing 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:-



Peter Geoffrey Fitzpatrick
MEMBER OF THE BODY CORPORATE

BISHOP

MEMBER OF THE BODY CORPORATE

Gerard Hanna
GERARD HANNA

Kevin O'Reilly
KEVIN O'REILLY

SIGNED FOR AND ON BEHALF
OF WAGGA WAGGA CITY COUNCIL

AUTHORISED PERSON
KEITH SEGHERS
DEVELOPMENT & SUBDIVISION ENGINEER COORDINATOR.

K. Seghers

If space is insufficient use additional annexure sheet

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

ePlan

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

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



x *heavily* x *[Signature]*

ePlan

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*

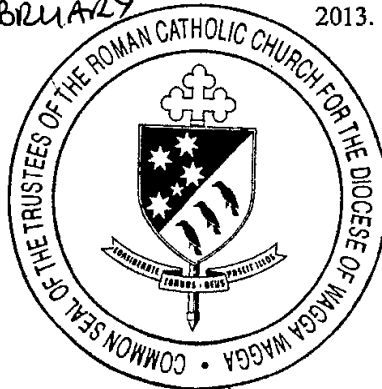
PART 2

- 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:-)



[Signature]
Bishop **GERARD HANNA**

[Signature]
Members of the Body Corporate
KEVIN O'REILLY
PETER FITZPATRICK

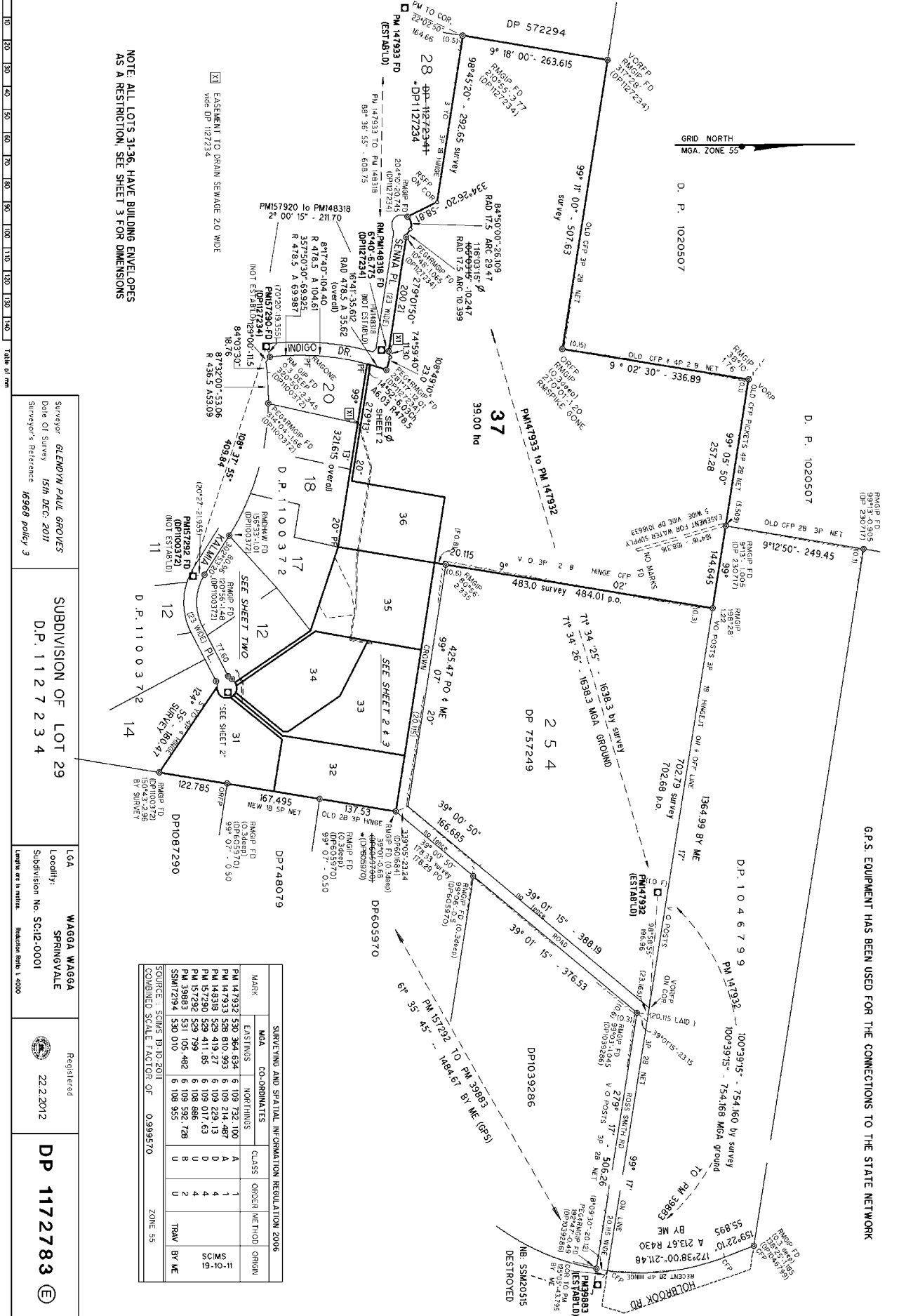
SIGNED for and on behalf of)
THE COUNCIL OF THE)
CITY OF WAGGA WAGGA)
by its authorised officer)
in the presence of:-)

[Signature]

KEITH SEGHERS.....

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

REGISTERED  26.3.2013



NOTE: ALL LOTS 31-36, HAVE BUILDING ENVELOPES AS A RESTRICTION, SEE SHEET 3 FOR DIMENSIONS

Table of m

Surveyor **ALENDYVA PAUL GROVES**
 Date of Survey **15th DEC. 2011**
 Surveyor's Reference **16968 policy 3**

SUBDIVISION OF LOT 29
D.P. 1127234

LGA **WAGGA WAGGA SPRINGVALE**
 Locality: **SPRINGVALE**
 Subdivision No. **SC:18-0001**
 Licence No. **11000**

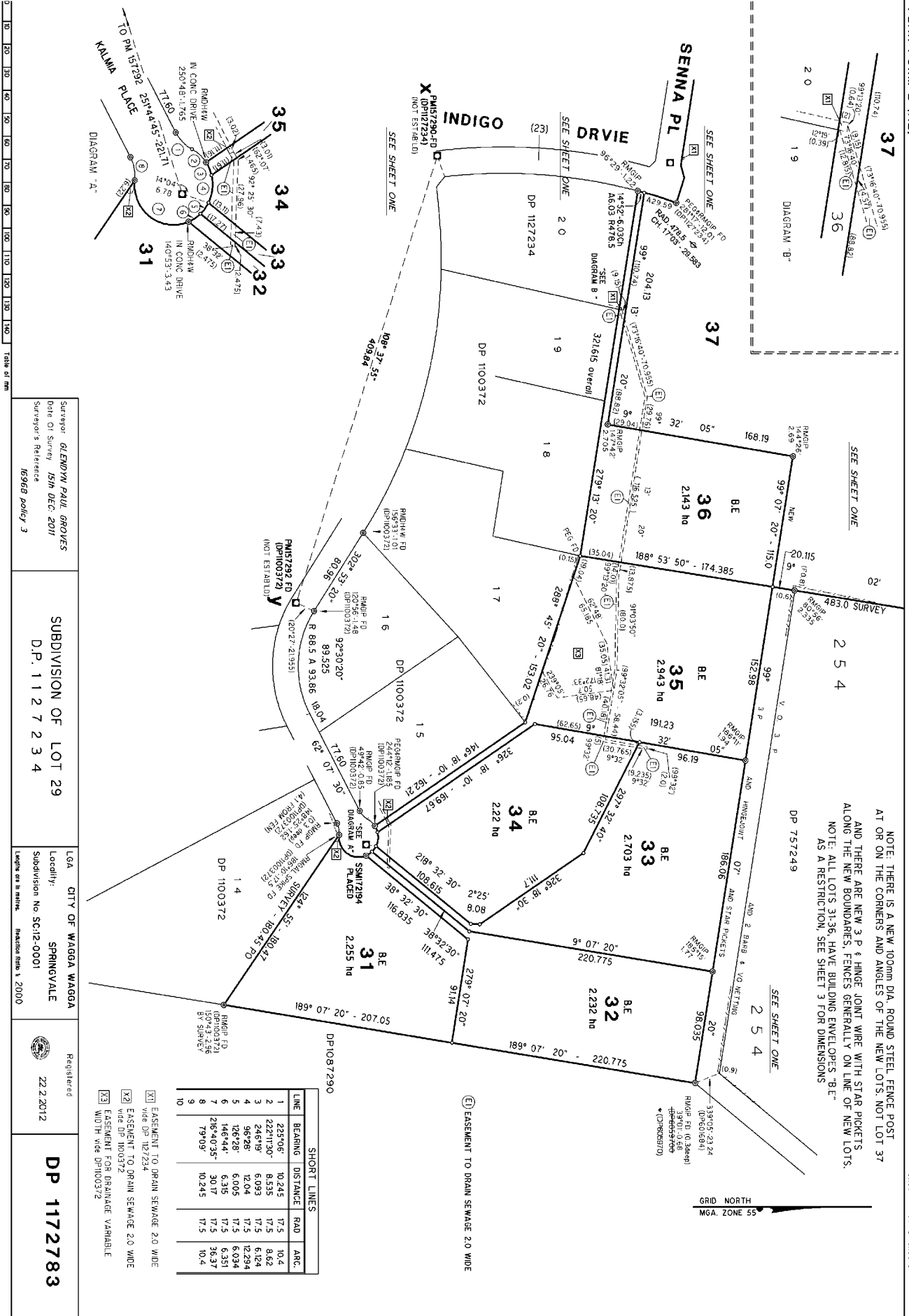
Registered **22.2.2012**

DP 1172783

SURVEYING AND SPATIAL INFORMATION REGULATION 2006						
MARK	EASTINGS	NORTHINGS	CLASS	ORDER	METHOD	ORIGIN
PM 147932	520 364.634	6 109 732.100	A	1	1	S/C
PM 147933	528 810.993	6 109 214.487	D	4	4	S/C
PM 148318	529 419.27	6 109 229.13	D	4	4	S/C
PM 157290	529 411.85	6 108 886	U	4	4	U
PM 157292	529 799	6 108 886	U	4	4	U
PM 39883	531 105.482	6 109 592.728	U	2	2	TRAV BY ME
SSM2194	530 010	6 108 935	U	2	2	TRAV BY ME

SOURCE: SC18-0001
 COMBINED SCALE FACTOR OF 0.999570
 ZONE 55

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



NOTE: THERE IS A NEW 100mm DIA. ROUND STEEL FENCE POST AT OR ON THE CORNERS AND ANGLES OF THE NEW LOTS, NOT LOT 37 AND THERE ARE NEW 3 P & HINGE JOINT WIRE WITH STAR PICKETS ALONG THE NEW BOUNDARIES, FENCES GENERALLY ON LINE OF NEW LOTS. NOTE: ALL LOTS 31-36, HAVE BUILDING ENVELOPES "B.E" AS A RESTRICTION, SEE SHEET 3 FOR DIMENSIONS

GRID NORTH
MGA ZONE 55

LINE	BEARING	DISTANCE	RAO	ARC.
1	225°06'	10.245	17.5	10.4
2	222°11'30"	8.535	17.5	8.624
3	246°19'	6.093	17.5	6.124
4	96°28'	12.04	17.5	12.294
5	126°28'	6.005	17.5	6.034
6	146°44'	6.315	17.5	6.351
7	218°40'35"	30.17	17.5	36.37
8	79°09'	10.245	17.5	10.4
9				

- EASEMENT TO DRAIN SEWAGE 2.0 WIDE
- EASEMENT TO DRAIN SEWAGE 2.0 WIDE
- EASEMENT TO DRAIN SEWAGE 2.0 WIDE
- EASEMENT FOR DRAINAGE VARIABLE WIDTH VIDE DP1100372

Surveyor: **GLENDYNN PAUL GROVES**
 Date Of Survey: **15th DEC. 2011**
 Surveyor's Reference: **16968 Policy 3**

SUBDIVISION OF LOT 29
 D.P. 1127234

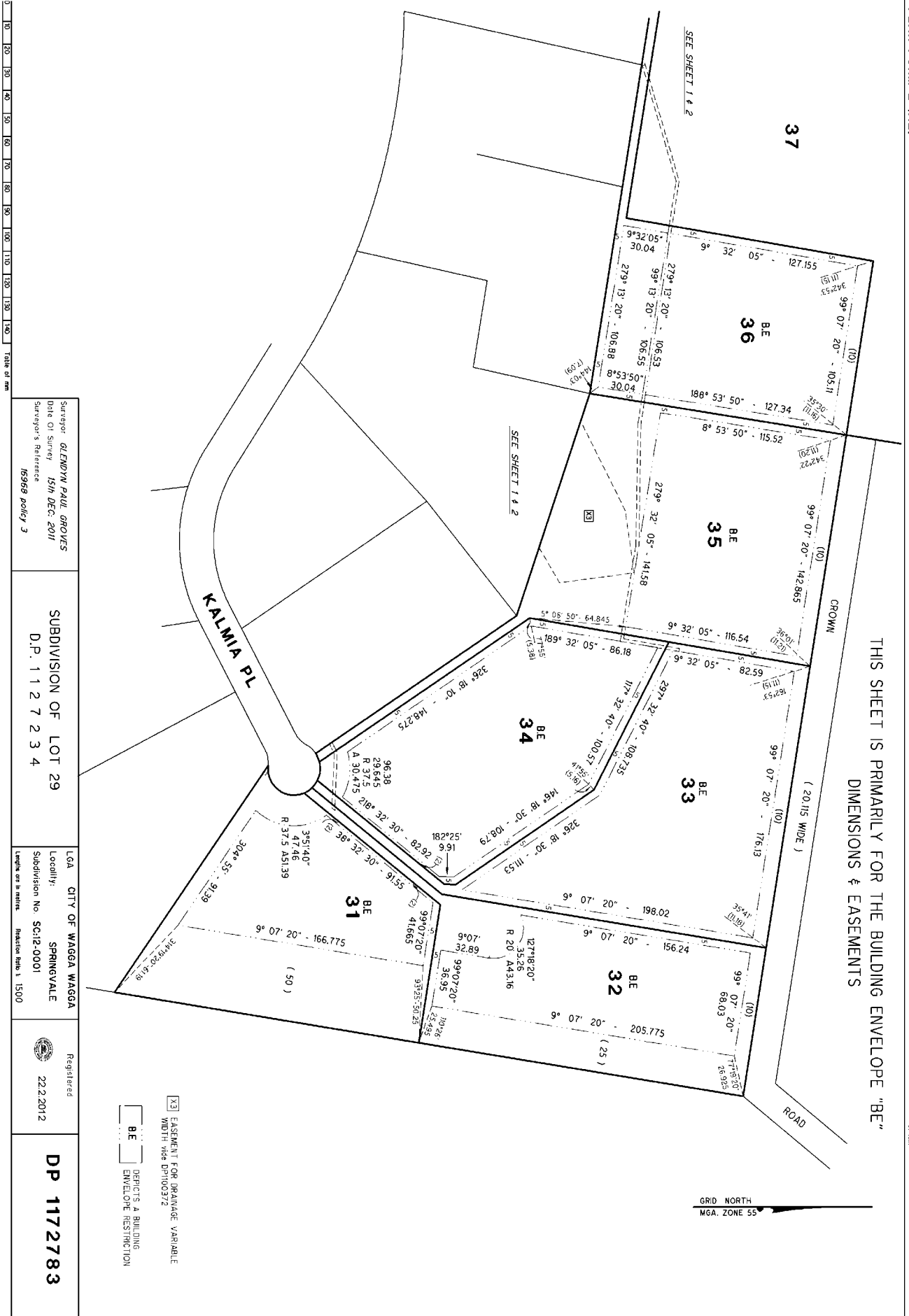
LGA: **CITY OF WAGGA WAGGA**
 Locality: **SPRINGVALE**
 Subdivision No: **SC12-0001**
 Lefter: **see in marking** Fraction: **Part 1 2000**

Registered: **22.2.2012**

DP 1172783

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

THIS SHEET IS PRIMARILY FOR THE BUILDING ENVELOPE "BE" DIMENSIONS & EASEMENTS



Surveyor: **GLENDYNN PAUL GROVES**
 Date Of Survey: **15th DEC. 2011**
 Surveyor's Reference: **16968 Policy 3**

SUBDIVISION OF LOT 29
 D.P. 1127234

LGA: **CITY OF WAGGA WAGGA**
 Locality: **SPRINGVALE**
 Subdivision No: **SC:12-0001**
 Length or in meters: **Reaction Date: 1 1500**

Registered
 22.2.2012

DP 1172783

10 20 30 40 50 60 70 80 90 100 110 120 130 140 Total of mm

BE EASEMENT FOR DRAINAGE VARIABLE WIDTH wide DR11000372
BE DEPICTS A BUILDING ENVELOPE RESTRICTION

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

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


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

- 1) POSITIVE COVENANT
- 2) RESTRICTIONS ON THE USE OF LAND
- 3) EASEMENT TO DRAIN SEWAGE PIPE



Gerard Joseph Hanna-Bishop
Kevin Joseph O'Reilly
Dennis J Purcell
 Use PLAN FORM 6A Member of Corporate Body
 for additional certificates, signatures, seals and statements

DP1172783

Registered:  22.2.2012
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF

LOT 29 D.P.1127234

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

Surveying & Spatial Information Regulation, 2006
 I, **GLENDYN PAUL GROVES**
 of Esler & Associates, 64 HAMMOND AVE,
 WAGGA WAGGA. 2650- ph 02-6921-3312
 a Surveyor registered under the *Surveying & Spatial Information Act 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying & Spatial Information Regulation 2006* and was completed on: 15th DEC; 2011

The survey relates to .all lots
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: *Glendyn Paul Groves* Dated: *1.2.12*
 Surveyor registered under the *Surveying & Spatial Information Act, 2002*

Datum Line: X (PM 157290) TO Y (PM 157292)
 Type: Urban

Plans used in the preparation of survey/compilation

DP 1127234, DP 1100372, DP 572294, DP 1020507,
 DP 1073172, DP 1087828, DP 230717,
 DP 1039286, DP 605970, DP 1046799

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 16968 POLICY 3-STAGE 3

Crown Lands NSW/Western Lands Office Approval

.....in approving this plan certify
 (Authorised Officer)
 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 certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed.....SUBDIVISION..... set out herein
 (insert 'subdivision' or 'new road')

[Signature]
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: WAGGA WAGGA CITY COUNCIL
 Date of Endorsement: *25 January 2012*
 Accreditation no:
 Subdivision Certificate no: *Sc.12/0001*
 File no: *0411/0054*

* Delete whichever is inapplicable.

* OFFICE USE ONLY

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

(Sheet 1 of 7 sheets)

Plan DP1172783 Plan of Subdivision of Folio Identifier 29/1127234 covered by
Council Certificate No. SC 12 - 0001

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

**THE TRUSTEES OF THE ROMAN CATHOLIC
CHURCH FOR THE DIOCESE OF
WAGGA WAGGA
McAlroy House
Tarcutta Street
WAGGA WAGGA NSW 2650**

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

Not Applicable.

PART 1

- 1. Identity of easement, profit à prendre, restriction, or positive covenant to be created and firstly referred to in the plan Positive Covenant.

Schedule of lots etc affected

<u>Lots benefited, Relevant Roads,</u>	<u>Lots benefited</u>
<u>Bodies or Prescribed Authorities</u>	<u>Lot 31-36 (inclusive)</u>
Council of the City of Wagga Wagga.	

- 2. Identity of easement, profit à prendre, restriction, or positive covenant to be created and secondly referred to in the plan Restriction upon the use of land.

Schedule of lots etc affected

<u>Lots benefited, Relevant Roads,</u>	<u>Lots benefited, Relevant Roads,</u>
<u>Bodies or Prescribed Authorities</u>	<u>Bodies or Prescribed Authorities</u>
Each and every other lot	Each and every other lot except 37
(apart from Lot 37)	
Lot 31-36 inclusive	lot 31-36 inclusive

This is sheet 1 of a 7 sheet instrument ...

[Handwritten signatures]

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

(Sheet 2 of 7 sheets)

Plan DP1172783 Plan of Subdivision of Folio Identifier 29/1127234 covered by
Council Certificate No. SC 12 - 0001

3. Identity of easement, profit à prendre, restriction, or positive covenant to be created and thirdly referred to in the plan Easement to drain sewage 2 wide.

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Lots 32 – 36 inclusive and Part Lot 37 <i>Ali</i>	Council of the City of Wagga Wagga.

PART 2

1. **Terms of easement, profit à prendre, restriction, or positive covenant firstly referred to in the plan.**
- (a) the owner of each allotment shall implement the requirements of section 5.3 (Native Vegetation Cover) of the Wagga Wagga Development Control Plan 2010 and the approved property management plan;
 - (b) all buildings shall be located within the designated building envelope shown by the letters 'BE';
 - (c) all cats shall be confined indoors between the hours of 10:00pm and 6:00am;
 - (d) the owner of each allotment must investigate the existence and location of any infrastructure near the lots' boundaries before any excavation work carried out or fences erected. The owner must lodge a 'dial-before-you-dig' application prior to commencing any such work.

This is sheet 2 of a 7 sheet instrument ...

[Handwritten signature]

x not really *[Handwritten signature]*

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

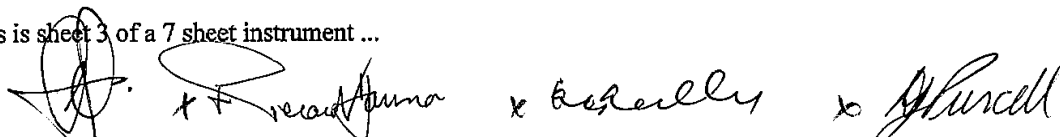
(Sheet 3 of 7 sheets)

Plan DP1172783 Plan of Subdivision of Folio Identifier 29/1127234 covered by
Council Certificate No. SC 12 - 0001

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

- (a) no building may be erected on any lot except one single occupancy dwelling house with the usual and necessary garage, carport and/or outbuildings and no buildings so erected may be used for any purpose other than as a single occupancy dwelling house and residence purposes reasonable incident thereto). "Single occupancy dwelling house" means a detached dwelling, the whole of which is designed for occupation as a residence by a family of one or more persons pursuant to a single right of exclusive occupancy and does not include flats, a hostel, a boarding house, home units or similar multiple occupancy residences;
- (b) no main building may be erected on any lot:-
- (i) the external walls of which are constructed of any materials not exceeding 80% of the external walls other than clay or coloured concrete, brick, stone, painted concrete or masonry **SAVE THAT** the walls of dwellings may be constructed of a composite of materials including timber, fibre cement sheet or glass bricks or such other materials as are approved in writing by the party entitled to vary the terms of the restriction and in the case of any subsequent purchaser of a completed main dwelling on such lot, approval shall be deemed to have been obtained if no less than 80% of the external walls of any such dwellings are constructed of the previously mentioned or approved materials;
- (ii) the roofed and wholly enclosed floor area of which is less than 150 square metres exclusive of the area of any car accommodation (whether wholly enclosed or not), verandahs, external landings, porches and patios;
- (c) no main building, garage or other outbuilding may be erected on any lot:-
- (i) which is not constructed entirely of new materials of which has been wholly or substantially assembled off the lot, whether as a previously occupied building or otherwise; or

This is sheet 3 of a 7 sheet instrument ...

Handwritten signatures and initials, including a large signature on the left, and smaller initials or signatures like 'x F', 'x K', and 'x J'.

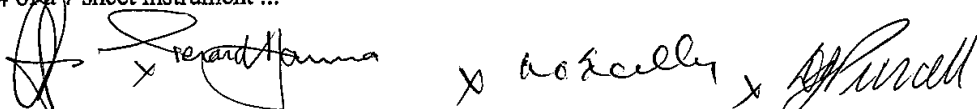
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED, RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 4 of 7 sheets)

Plan DP1172783 Plan of Subdivision of Folio Identifier 29/1172734 covered by
Council Certificate No. SC 12-0001

- (ii) the roof or cladding of which is of a material having a metallic lustre or appearance or highly reflective surface or a highly reflective coloured surface which description includes uncoloured or white or light grey coloured zincalume sheet;
- (d) no garage or other outbuilding may be erected on any lot:-
 - (i) the floor area of which exceeds 100 square metres;
 - (ii) the height of which to the lowest point of its eaves exceeds 3.5 metres;
 - (iii) on which the highest point of its roof exceeds five metres; or
 - (iv) in a position any part of which is closer to any abutting street than the main building on the lot; or
 - (v) the roofline style and colour of which is different from the style and colour of the roofline of the main building on the land;
- (e) (i) in respect of any lot, no fence or wall may be erected on the land hereby indicated as the land burdened on any street frontage, side boundary or on any part of the said lot burdened between the front of any main building and the street frontage only where the land burdened has more than one street frontage, unless such fence consists of a 1200 millimetre high perimeter fence of rural style (for example, steel pickets or wooden posts with plain or barbed wire or ringlock between) and to identify the main vehicular entrance to the said lot, pillars of timber or masonry may be erected at one vehicle entrance on the front boundary. But in the Event of the land adjoining to the north of Lots 33, 35 or 36 being ultimately used for suburban type residences and allotments:-
 - A. no fencing other than steel sheet fencing shall be used; and

This is sheet 4 of a 7 sheet instrument ...

Handwritten signatures and initials, including 'x', 'Renard Hanna', 'x', 'Nozally', 'x', and 'Murdell'.

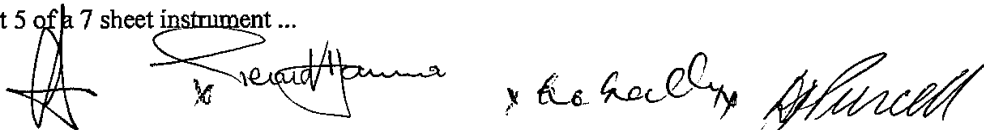
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED, RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 7 sheets)

Plan DP1172783 Plan of Subdivision of Folio Identifier 29/1127234 covered by
Council Certificate No. **SC 12-0001**

- B. "steel sheet" when appearing here shall mean "aluminium/zinc-coated or galvanised steel sheet with one of the following finishes:-
1. silicone polyester pre-finished baked onto one or both sides;
 2. 0.215 millimetres thick vinyl film laminated onto one or both sides;
 3. acrylic films pre-finished to one or both sides;
 4. the colour of the coating shall be that of "Colorbond" colour known as "sandstone", "riverstone" or equivalent colour;
- (ii) 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 the 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 then such consent shall be deemed to have been given in respect of every such fence for the time being erected;
- (f) no unregistered motor vehicle may be kept on any lot unless the same is permanently garaged in a garage or other building otherwise permitted by these restrictions;
- (g) no lot or building shall be used or allowed to be used as a boarding or stud kennels nor shall there be allowed on any lot any poultry in excess of ten (10) birds and no pigs or greyhounds;

This is sheet 5 of a 7 sheet instrument ...

Handwritten signatures and initials, including a large stylized signature on the left, a signature that appears to read 'Richard Hanna', and another signature that appears to read 'The Secretary' followed by a signature that appears to read 'M. Russell'.

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

(Sheet 6 of 7 sheets)

Plan DP1172783 Plan of Subdivision of Folio Identifier 29/1127234 covered by
Council Certificate No. SC 12-0001

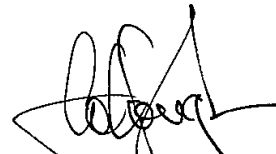
- (h) the registered proprietor of any lot shall not store on the lot or allow to remain on the lot any rubbish or building materials (not being materials being used in any current construction) or disused vehicles or car bodies or disused plant and equipment or parts of vehicles or parts of equipment;
- (i) no course or track for the racing or driving of motorbikes or BMX bikes or Go-Karts or other like recreational vehicles (whether registered or unregistered) shall be constructed or established or be permitted to remain on any lot.

Name of person empowered to release, vary or modify restriction, or positive covenant firstly referred to in abovementioned plan.

The Council of the City of Wagga Wagga.

Name of person empowered to release, vary or modify restriction, or positive covenant secondly referred to in abovementioned 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 persons 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.


Colin Pugh W.W. CC.

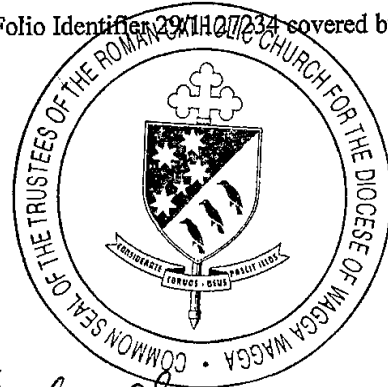
This is sheet 6 of a 7 sheet instrument ...

 x  x 

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

(Sheet 7 of 7 sheets)

Plan DP1172783 Plan of Subdivision of Folio Identifier 29/1107/234 covered by
Council Certificate No:
SC12-0001



**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 Joseph Hanna
M.

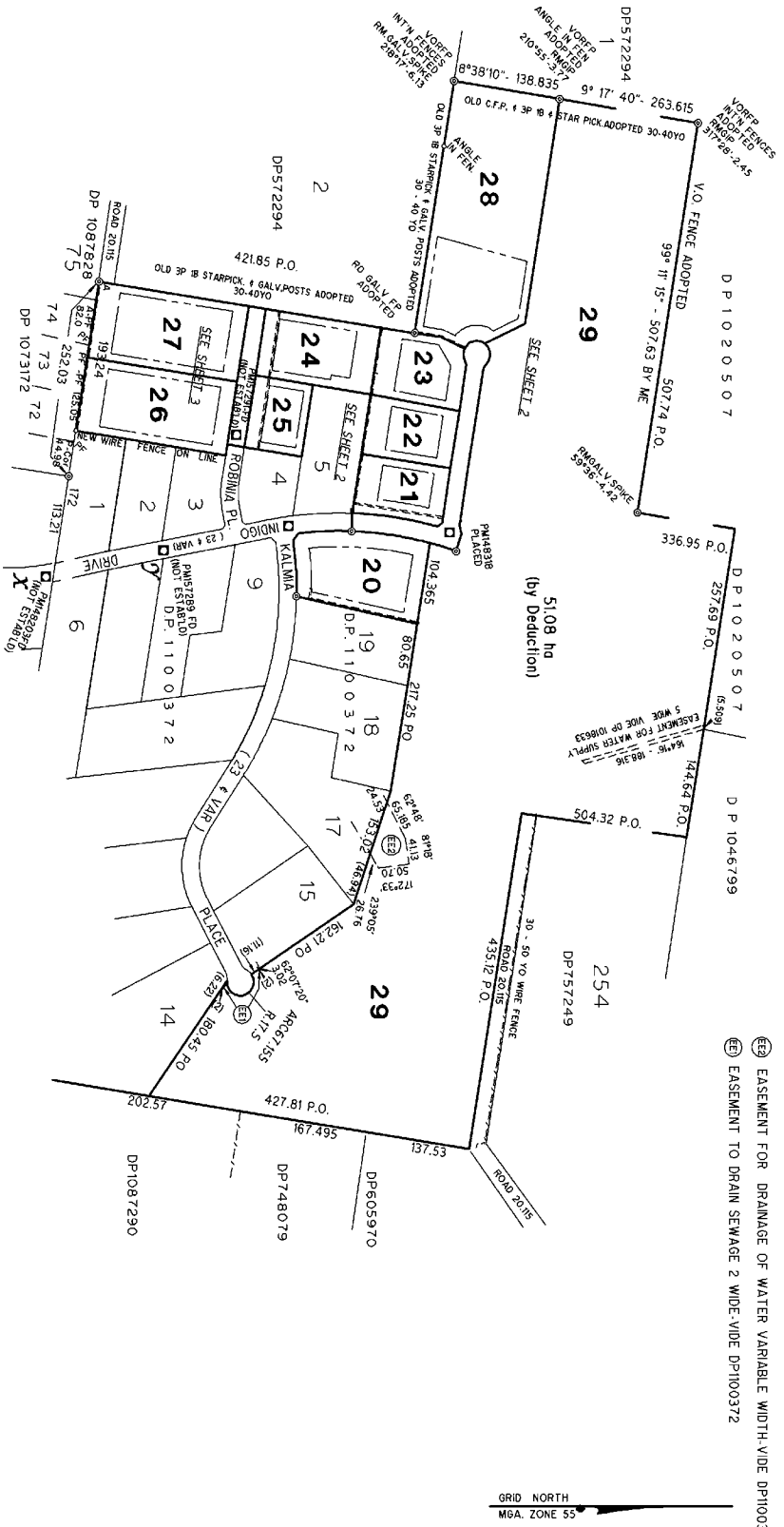
Kevin Joseph O'Reilly *M.*
Dennis J. Purcell
.....
Members of the Body Corporate *Body* *M.*

Colin Fagh *WWCC*

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Ⓝ EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH-VIDE DP100372
 Ⓝ EASEMENT TO DRAIN SEWAGE 2 WIDE-VIDE DP100372

PF-PFG FD



GRID NORTH
 MGA, ZONE 55

SURVEYING REGULATION 2006						
MARK	MGA	CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
PM 148203	529 480 24	6 108 692 83	U	4		
PM 147290	529 514	6 109 017	U	U		
PM 157290	529 414	6 108 950	U	U		
PM 157291	529 317	6 108 950	U	U		
PM 148318	529 418 89	6 109 228 71	U	N/A	TRAV. PLACED	

SOURCE : SCIMS 14/05/08 AND own GPS survey 31/08/07
 COMBINED SCALE FACTOR OF 0.999572

Surveyor **GLENDYNN PAUL GROVES**
 Date of Survey **30th JUNE 2008**
 Surveyor's Reference
16573-2009M7100356D Partial survey

SUBDIVISION OF LOT 20
D.P. 1100372

LGA **CITY OF WAGGA WAGGA**
 Locality **SPRINGVALE**
 Subdivision No. **SC 08-0034**
 Length over in metres
 Reaction Date 1 4000

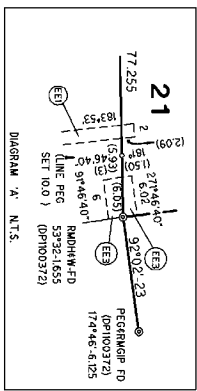
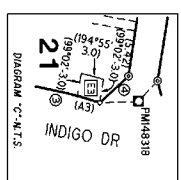
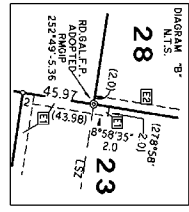
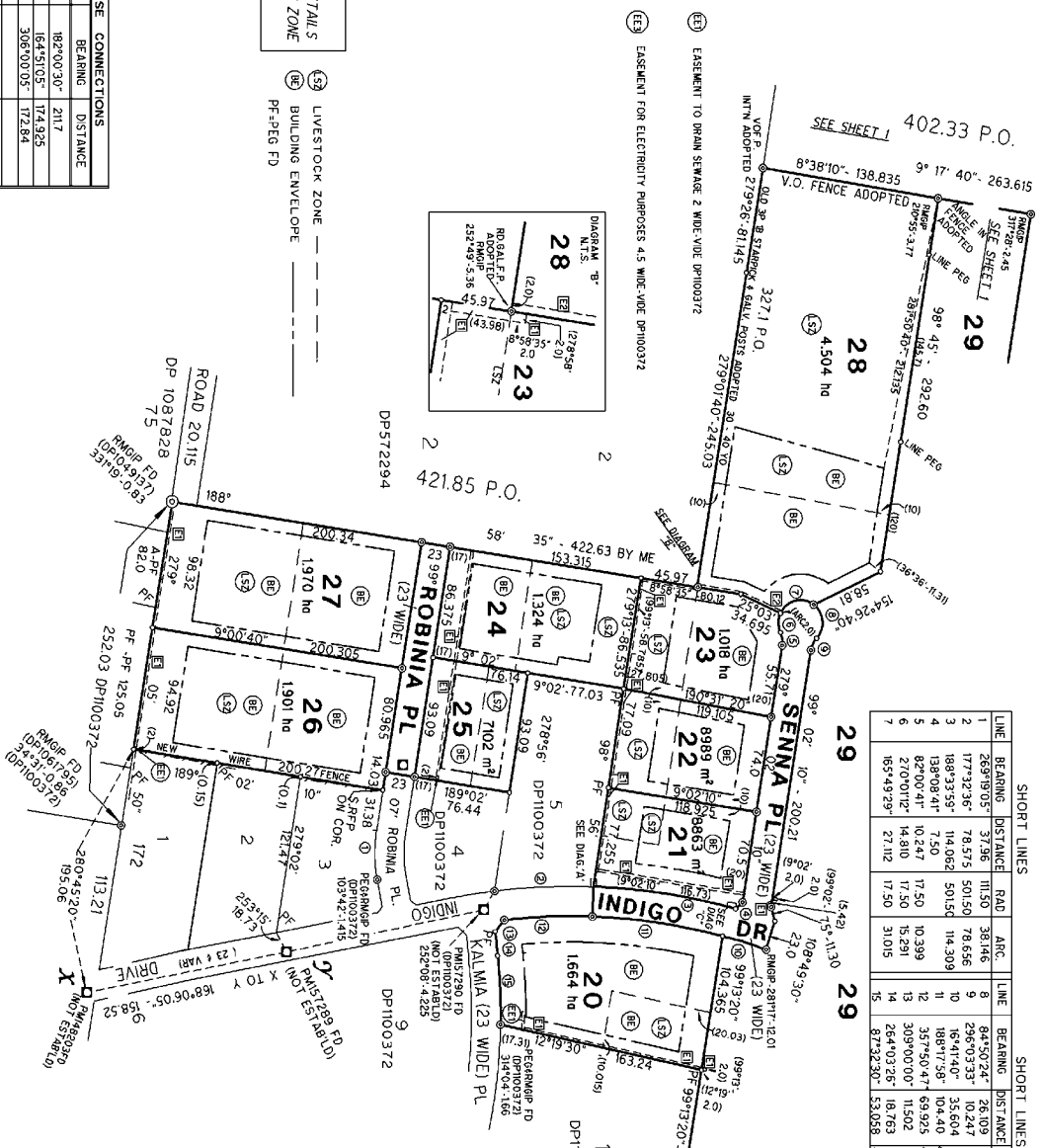
Registered
 1.12.2008

DP 1127234

10 20 30 40 50 60 70 80 90 100 110 120 130 140
 Total of mm

NOTE: SEE SHEET 3 FOR THE REFERENCE MARK DETAILS

SHORT LINES					SHORT LINES				
LINE	BEARING	DISTANCE	RAJ	ARC	LINE	BEARING	DISTANCE	RAJ	ARC
1	268°19'05"	37.96	111.50	38146	8	84°50'24"	26.09	17.50	29.47
2	177°32'36"	78.575	501.50	78.656	9	296°03'33"	10.247	10.399	
3	188°33'35"	114.082	501.50	114.309	10	16°41'40"	35.604	478.50	35.612
4	138°08'41"	7.50	10.247	17.50	11	188°17'58"	104.40	478.50	104.808
5	82°00'41"	10.247	17.50	10.399	12	357°50'47"	69.925	478.50	69.987
6	270°01'12"	14.810	17.50	15.291	13	309°00'00"	11.502	478.50	11.502
7	165°49'29"	27.112	17.50	31.015	14	264°03'26"	18.763	436.50	53.058
					15	87°32'30"	53.058	436.50	53.058



NOTE: SEE SHEET 3 FOR BUILDING ENVELOPE DETAILS AND LIVESTOCK RESTRICTION ZONE DETAILS

MARK	P.M. TRAVERSE MARK	BEARING	DISTANCE
PM168318	PM157290	182°00'00"	211.7
PM172790	PM157289	164°51'05"	174.935
PM157289	PM157291	306°00'05"	172.84

EASEMENT TO DRAIN SEWAGE 2.0 WIDE
 EASEMENT FOR ELECTRICITY PURPOSES 2.0 WIDE
 EASEMENT FOR ELECTRICITY PURPOSES 3.0 WIDE

NOTE: SEE SHEET 3 FOR THE BUILDING ENVELOPE DETAILS AND LIVESTOCK RESTRICTION ZONE DETAILS

NOTE: SEE SHEET 3 FOR THE REFERENCE MARK DETAILS

Surveyor **OLENDYN PAUL GROVES**
 Date of Survey **30th JUNE 2009**
 Surveyor's Reference **16573-2009M10013661 partial survey**

SUBDIVISION OF LOT 20
 D.P. 1100372

LGA **CITY OF WAGGA WAGGA**
 Locality **SPRINGVALE**
 Subdivision No. SC **08-0034**
 Length over in metres **2500**

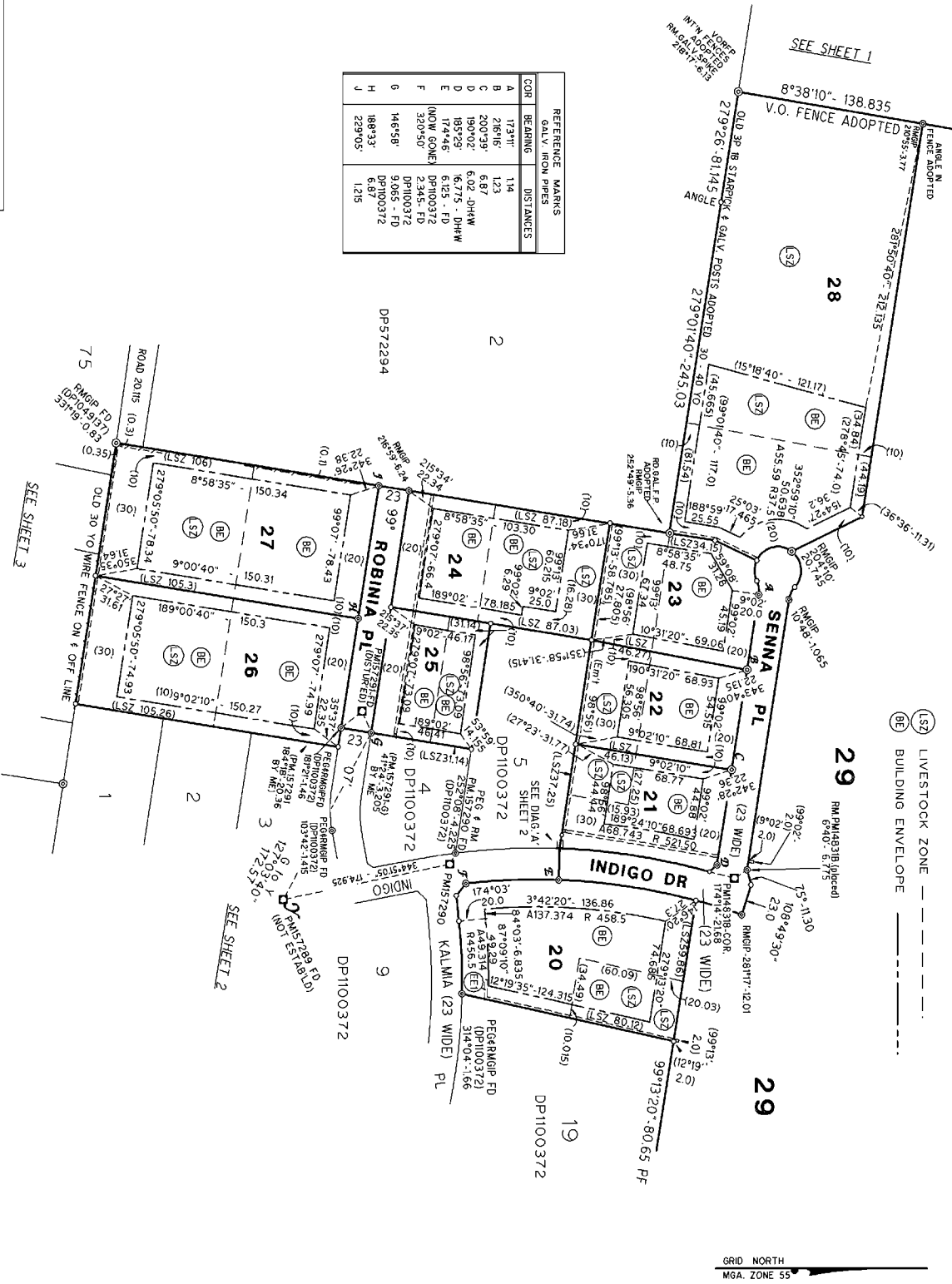
Registered
 1.12.2008

DP 1127234

10 20 30 40 50 60 70 80 90 100 110 120 130 140
 Total of mm

NOTE:- THIS SHEET IS PRIMARILY
 FOR BUILDING ENVELOPE DETAILS
 AND LIVESTOCK RESTRICTION ZONE
 DETAILS

CON	BEARING	DISTANCES
A	173°11'	1.14
B	216°16'	1.23
C	200°39'	6.87
D	190°02'	6.02 - DHHW
E	174°46'	6.125 - DHHW
F	320°50'	DP1000372
G	146°58'	DP1000372
H	188°33'	6.87
J	229°05'	1.25



Surveyor GLENDYNN PAUL GROVES
 Date of Survey 30th JUNE 2008
 Surveyor's Reference 16573-2008M71001360 partial survey

SUBDIVISION OF LOT 20
 DP 1100372

LGA CITY OF WAGGA WAGGA
 Locality: SPRINGVALE
 Subdivision No. SC 08-0034
 Length over in meters
 Revision Date: 1 2000

Registered
 1:12:2008

DP 1127234

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

* OFFICE USE ONLY

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

DP1127234

IT IS INTENDED TO DEDICATE SENNA PLACE, THE EXTENSION INDIGO DRIVE AND ROBINIA PLACE AS PUBLIC ROAD.

Registered:  1.12.2008

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

Title System: TORRENS

Purpose: SUBDIVISION

- 1) EASEMENT TO DRAIN SEWAGE 2 WIDE
- 2) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE
- 3) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE
- 4) POSITIVE COVENANT
- 5) RESTRICTIONS ON THE USE OF LAND

PLAN OF SUBDIVISION OF LOT 20 D.P.1100372

LGA: CITY OF WAGGA WAGGA

Locality: SPRINGVALE

Parish: SOUTH WAGGA WAGGA

County: WYNYARD

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Surveying Regulation, 2006

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
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- ph 02-6921-3312 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on 16th MAY 2008

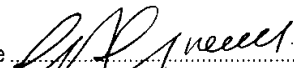
The survey relates to .all lots except LOT 2 9

Signature:.....
Date:.....
File Number:.....
Office:.....

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

Signature  Dated: 19-5-8
Surveyor registered under the Surveying Act, 2002

the proposed.....SUBDIVISION..... set out herein
(insert 'subdivision' or 'new road')

Datum Line: X (PM 157289) TO Y (PM 148203)
Type: Urban

* Authorised Person/General Manager/Accredited Certifier

Plans used in the preparation of survey/compilation

DP 1100372, DP 572294, DP 1020507,
DP 1073172, DP 1087828

Consent Authority: WAGGA WAGGA CITY COUNCIL
Date of Endorsement: 23 October 2009
Accreditation no:
Subdivision Certificate no: SC08/0034
File no: PA06/1200

(if insufficient space use Plan Form 6A annexure sheet)

* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 16673-2008M7100(366) partial survey

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF OF SUBDIVISION OF LOT 20 DP1100372

DP1127234

Registered:



1.12.2008

Subdivision Certificate No: SC 08/0034

Date of Endorsement: 23 OCTOBER 2008

Frank Abner BISHOP
reheilly
J. Purcell
MEMBERS OF THE
BODY CORPORATE



* OFFICE USE ONLY

ePlan

**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**

DP1127234 (Sheet 1 of 7 sheets)

Plan Plan of Subdivision of Lot 20 DP 1100372 covered by
Council Certificate No. *SC 08-0034*

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

The Trustees of the Roman Catholic Church
for the Diocese of Wagga Wagga
McAlroy House
Tarcutta Street
WAGGA WAGGA NSW 2650

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

Not applicable

Part 1

1. Identity of easement, profit à
prendre, restriction, or positive
covenant to be created and firstly
referred to in the plan Easement to drain sewage 2 wide

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Lots 20-27 inclusive and 29	The Council of the City of Wagga Wagga

2. Identity of easement, profit à
prendre, restriction, or positive
covenant to be created and secondly
referred to in the plan Easement for electricity purposes 2 wide

This is sheet 1 of a 7 sheet instrument ...

ePlan

**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 7 sheets)

Plan

DP1127234

Plan of Subdivision of Lot 20 DP 1100372 covered by Council
Certificate No. **SC 08-0034**

Schedule of lots etc affected

Lots burdened

Lot 28

Lots Benefited, Relevant Roads,

Bodies or Prescribed Authorities

Country Energy

3. Identity of easement, profit à
prendre, restriction, or positive
covenant to be created and thirdly
referred to in the plan

Easement for electricity purposes 3 wide

Schedule of lots etc affected

Lots burdened

Lot 21

Lots Benefited, Relevant Roads,

Bodies or Prescribed Authorities

Country Energy

4. Identity of easement, profit à
prendre, restriction, or positive
covenant to be created and fourthly
referred to in the plan

Positive covenant

Schedule of lots etc affected

Lots burdened

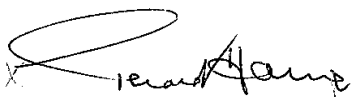
Lots 20-28 inclusive

Lots Benefited, Relevant Roads,

Bodies or Prescribed Authorities

The Council of the City of Wagga Wagga

This is sheet 2 of a 7 sheet instrument ...







ePlan

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DP1127234 (Sheet 3 of 7 sheets)

Plan Plan of Subdivision of Lot 20 DP 1100372 covered by Council
Certificate No. **SC 08 - 0034**

5. Identity of easement, profit à prendre, restriction, or positive covenant to be created and fifthly referred to in the plan Restriction on the use of land

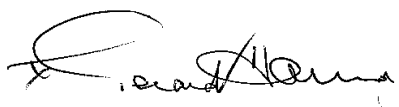
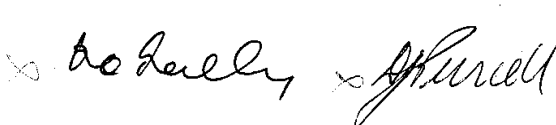

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Each and every lot apart from Lot 29	Each and every other lot except for Lot 29

Part 2

1. **Terms of easement, profit à prendre, restriction, or positive covenant fourthly referred to in the plan.**
- (a) the owner of each allotment shall implement the findings of the property management plan approved of by the Wagga Wagga City Council;
 - (b) the owner of each allotment shall implement the requirements of the Wagga Wagga development control plan number 11 - Native Vegetation for rural residential land;
 - (c) all building shall be located within the designated building envelopes, shown by letters "BE";
 - (d) all cats shall be confined indoors between the hours of 10.00pm and 6.00am;

This is sheet 3 of a 7 sheet instrument ...

ePlan

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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
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DP1127234 (Sheet 4 of 7 sheets)

Plan Plan of Subdivision of Lot 20 DP 1100372 covered by Council
Certificate No. **SC 08 - 0034**

(e) no livestock are to be grazed other than within the livestock restriction area shown by the letters 'LSZ'.

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


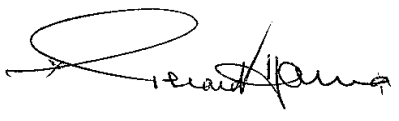


(a) no building may be erected on any lot except one single occupancy dwelling house with the usual and necessary garage, carport and/or outbuildings and no buildings so erected may be used for any purpose other than as a single occupancy dwelling house and residential purposes reasonably incidental thereto. "Single occupancy dwelling house" means a detached dwelling the whole of which is designed for occupation as a residence by a family or one or more persons pursuant to a single right of exclusive occupancy and does not include flats, a hostel, a boarding house, home units or similar multiple occupancy residences;

(b) no main building may be erected on any lot:-

(i) the external walls of which are constructed of any materials not exceeding 80% of the external walls other than clay or coloured concrete, brick, stone, painted concrete or masonry **SAVE THAT** the walls of dwellings may be constructed of a composite of materials including timber, fibre cement sheet or glass bricks or such other materials as are approved in writing by the party entitled to vary the terms of the restriction and in the case of any subsequent purchaser of a completed main dwelling on such lot approval shall be deemed to have been obtained no less than 80% of the external walls of any such dwelling are constructed of the previously mentioned or approved materials;

(ii) the roofed and wholly enclosed floor area of which is less than 150 square metres exclusive of the area of any car accommodation (whether wholly enclosed or not), verandahs, external landings, porches and patios;

This is sheet 4 of a 7 sheet instrument ...


 x  x 

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
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DP1127234 (Sheet 5 of 7 sheets)

Plan

Plan of Subdivision of Lot 20 DP 1100372 covered by Council
Certificate No ~~SC08~~ -0034

- (c) no main building, garage or other outbuilding may be erected on any lot:-
 - (i) which is not constructed entirely of new materials of which has been wholly or substantially assembled off the lot whether as previously occupied building or otherwise; or
 - (ii) the roof or cladding of which is of a material having a metallic lustre or appearance a highly reflective surface or a highly reflective coloured surface which description includes uncoloured or white or light grey coloured zincalume sheet;
- (d) no garage or other outbuilding may be erected on any lot:-
 - (i) the floor area of which exceeds 100 square metres;
 - (ii) the height of which to the lowest point of its eaves exceeds 3.5 metres;
 - (iii) on which the highest point of its roof exceeds five metres; or
 - (iv) in a position any part of which is closer to any abutting street than the main building on the lot; or
 - (v) the roofline style and colour of which is different from the style and colour of the roofline of the main building on the land;
- (e) in respect of any lot no fence or wall may be erected on the land hereby indicated as the land burdened on any street frontage, side boundary or on any part of the said lot burdened between the front of any main building and the street frontage only where the land burdened has more than one street frontage, unless such fence consists of a 1200 millimetre high perimeter fence of rural style (for example steel pickets or wooden posts with plain or barbed wire or ringlock between) and to identify the main vehicular entrance to the said lot, pillars of timber or masonry may be erected at one vehicular entrance on the front boundary;
- (f) no livestock may be grazed or permitted to remain on any lot other than within the livestock zone designated on the plan as letters 'LSZ';

This is sheet 5 of a 7 sheet instrument ...

 x Grant Hanna

 x Beahly

 x Purcell



ePlan

**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
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DP1127234

(Sheet 6 of 7 sheets)

Plan

Plan of Subdivision of Lot 20 DP 1100372 covered by Council
Certificate No. *SL 08-0034*

- (g) no unregistered motor vehicle may be kept on any lot unless the same is permanently garaged in a garage or other building otherwise permitted by these restrictions;
- (h) no lot or building shall be used or allowed to be used as a boarding or stud kennels nor shall there be allowed on any lot any poultry in excess of ten (10) birds and no pigs or greyhounds;
- (i) the registered proprietor of any lot shall not store on the lot or allow to remain on the lot any rubbish or building materials (not being materials being used in any current construction) or disused vehicles or car bodies or disused plant and equipment or parts of vehicles or parts of equipment;
- (j) no course or track for the racing or driving of motorbikes or BMX bikes or Go-Karts or other like recreational vehicles (whether registered or unregistered) shall be constructed or established or be permitted to remain on any lot.

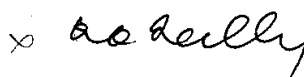
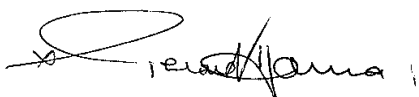
Name of person empowered to release, vary or modify restriction, or positive covenant fourthly referred to in abovementioned plan.

The Council of the City of Wagga Wagga

Name of person empowered to release, vary or modify the restriction on the use of land fifthly referred to in the plan.

The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga until the expiry of 10 years from the date on which the abovementioned plan is registered is a deposited plan thereafter by the person or persons 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.

This is sheet 6 of a 7 sheet instrument ...



ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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(Sheet 7 of 7 sheets)

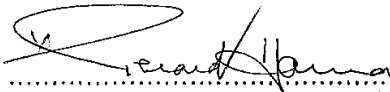
Plan

Plan of Subdivision of Lot 20 DP 1100372 covered by Council
Certificate No. **SC 08-0034**

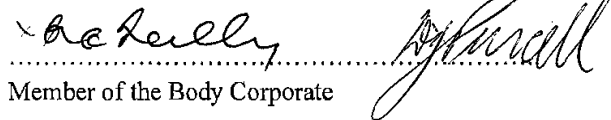
DP1127234

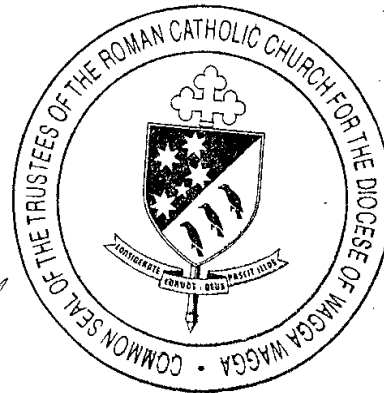
DATED: 23 / 10 / 2008

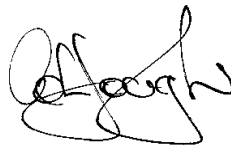
**THE COMMON SEAL of THE TRUSTEES OF
THE ROMAN CATHOLIC CHURCH FOR THE
DIOCESE OF WAGGA WAGGA** was hereunto
affixed under the authority of a Resolution duly passed
at a meeting of the Body Corporate in our presence:-


.....

Bishop


.....
Member of the Body Corporate



 19.11.08.

AUTHORISED PERSON
SIGNED FOR AND ON BEHALF
OF WAGGA WAGGA CITY COUNCIL

This is sheet 7 of a 7 sheet instrument.

(MIK-NP:080773)

REGISTERED

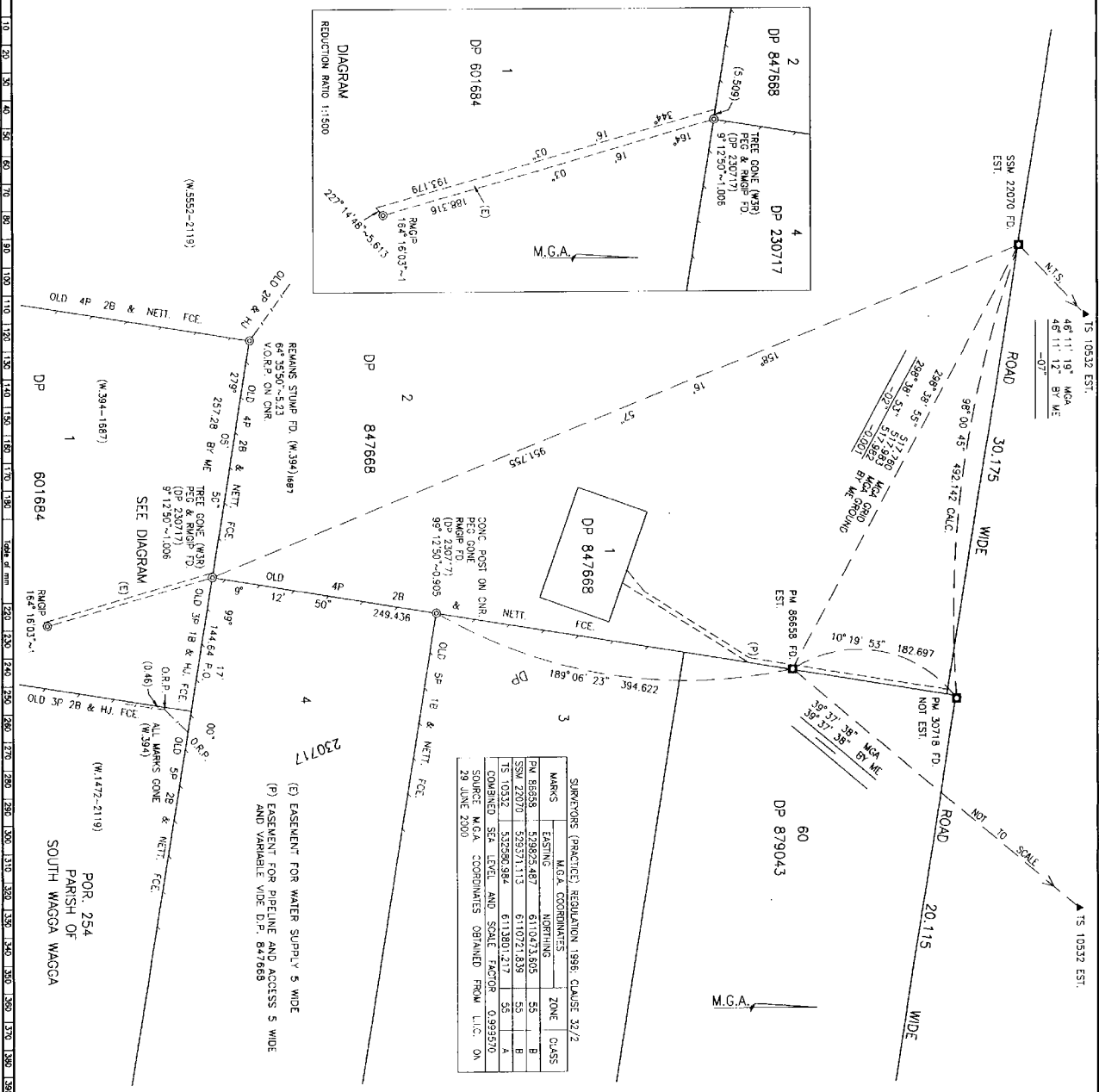


1.12.2008



SIGNATURES AND SEALS ONLY

Plan Drawing only to appear in this space



PLAN APPROVED: *Michael Slinger*
 Date of Endorsement: *16/10/2000*
 Approved by: *Michael Slinger*
 Submitter's Certificate No: *1888*
 For use: *Water supply*
 Notes: *The plan is to be approved in electronic or digital format it should include a signature in an electronic or digital format.*

SURVEYORS (PRACTICE) REGULATION 1998, CLAUSE 32/2

MARKS	EASTING	NORTHING	ZONE	CLASS
PM 88658	539825.487	6110473.605	S5	B
SSW 22070	529371.113	6110721.839	S5	B
TS 10532	532290.984	6113801.217	S5	A

COMBINED SCA LEVEL AND SCALE FACTOR 0.999570
 SOURCE: M.G.A. COORDINATES OBTAINED FROM L.I.C. ON 29 JUNE 2000

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

D DP1018633

Register: *16/10/2000*

C.A. : TORRENS

Title System : EASEMENT

Purpose : EASEMENT

Ref. Map : L2702-1

Last Plan : DP 601684

PLAN OF EASEMENT FOR WATER SUPPLY 5 WIDE WITHIN LOT 1 DP 601684

Lengths are in metres. Section Date: 1:2000

L.O.A.: WAGGA WAGGA

Suburb/Area: GLENFIELD

Parish: SOUTH WAGGA WAGGA

County: WYMYARD

Drawn by: *Michael Slinger*

Checked by: *Michael Slinger*

Supervisor: *Michael Slinger*

Zone: *Water supply*

Scale: *1:500*

Notes: *Not used in preparation of DP 601684.*

DP 879043, W 394-1687, W 1472-215,

W 5552-2119

PLAN FOR USE ONLY for easements of Interest to dedicate public roads to create public reserves, drainage reserves, easements, restrictions on the use of land or positive easements PURSUANT TO SECTION 88B OF THE CONFRANCHISING ACT 1919. IT IS INTENDED TO CREATE:

1. EASEMENT FOR WATER SUPPLY 5 WIDE

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

PLAN:

Easement within Lot 1
D.P.601684

FULL NAME AND ADDRESS
OF THE PROPRIETORS
OF THE LAND:

PREMIUM PASTORAL COY PTY
LTD (ACN 006 419 727)
a Company duly
incorporated and having
its registered office at
20 PETER STREET, WAGGA WAGGA
NSW, 2650

DP1018633

and
REGINALD JOHN P PAYNE of
219 URANA STREET, WAGGA WAGGA

1. Identity of Easement
firstly referred to
in abovementioned plan:

Easement for Water Supply
5 Wide

SCHEDULE OF LOTS ETC AFFECTED

LOT BURDENED

LOT OR AUTHORITY
BENEFITED

Lot 1 D.P.601684

RIVERINA WATER.

Signed in my presence by
REGINALD JOHN PAYNE who
is personally known to me:


.....
REGISTERED PROPRIETOR

A. Livingston.....
SIGNATURE OF WITNESS

Qu. R. H.S. 11. Winton
NAME OF WITNESS

3. HASTLINGS ST. WAGGA
ADDRESS OF WITNESS

Director.....
QUALIFICATION OF WITNESS

SHEET 1 OF 2 SHEETS

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

DP1018633

Easement within Lot 1
D.P.601684

D. Lewington
Director
D. Lewington
Secretary



SHEET 2 OF 2 SHEETS

REGISTERED  *MA* 16-10-2000



Planning Certificate

(Section 10.7(2) – Environmental Planning and Assessment Act 1979)
(previously s149(2) certificate)

Certificate Details

Certificate No: eDCert2023/0098
Receipt date: 13 March 2023

Applicant Details

Name & Address: Walsh & Blair Lawyers
PO Box 492
WAGGA WAGGA NSW 2650

Your Reference: LJK:CF230966

Land

Property No: 330536
Title Description: Lot 3 DP 1174668
Address: Residue Indigo Dr SPRINGVALE NSW 2650

Disclaimer

Information contained in this certificate is valid on the date issued and relates only to the land for which this certificate is issued. The information is provided in good faith subject to sections Schedule 6(2) and 10.7(6) of the Environmental Planning and Assessment Act 1979 and Council shall not incur any liability in respect of any such advice.

This certificate provides prescribed and other relevant information affecting how land may be used including certain restrictions on development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. Title information shown on this certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to uses, rights of way and other similar information shown on the title of the land are not provided on this certificate.

1 Names of relevant planning instruments and development control plans

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

Wagga Wagga Local Environmental Plan 2010 (WWLEP 2010)

State Environmental Planning Policies

Wagga Wagga Development Control Plan 2010

- SEPP (Building sustainability Index: BASIX) 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Housing) 2021
- SEPP (Industry and Employment) 2021
- SEPP No. 65 Design Quality of Residential apartment Development
- SEPP (Planning Systems) 2021
- SEPP (Precincts – Regional) 2021
- SEPP (Primary Production) 2021
- SEPP (Resilience and Hazards) 2021
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021

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

Draft LEP proposed under WWLEP 2010

LEP21/0003 - 20 Hely Ave, Turvey Park (South Campus) change to land zoning.

Draft DCP

Nil

Draft SEPP

Draft Amendment to Transport and Infrastructure SEPP amendment (Chapter 4 Major Infrastructure Corridors).

- (3) Subclause (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

N/A

- (4) In this clause—

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

2 Zoning and land use under relevant planning instruments

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

(a) the identity of the zone, whether by reference to—

- (i) a name, such as “Residential Zone” or “Heritage Area”, or
- (ii) a number, such as “Zone No 2 (a)”,

RU1 Primary Production under WWLEP 2010:

Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To foster strong, sustainable rural community lifestyles.
- To maintain the rural landscape character of the land.
- To allow tourist and visitor accommodation only where it is in association with agricultural activities.

R1 General Residential under WWLEP 2010:

Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure co-ordinated and cost-effective provision of physical, social and cultural infrastructure in new residential areas.

R5 Large Lot Residential under WWLEP 2010:

Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To ensure that the clearing of native vegetation is avoided or minimised as far as is practicable.

C2 Environmental Conservation under WWLEP 2010:

Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
 - To prevent development that could destroy, damage or otherwise have an adverse effect on those values.
 - To provide for recreational activities that promote enjoyment and appreciation of the natural environment, consistent with the protection of these values.
- (b) the purposes for which development in the zone-
- (i) may be carried out without development consent, and
- **RU1** - Environmental protection works; Extensive agriculture; Home businesses; Home occupations; Roads
 - **R1** - Home businesses; Home occupations; Roads
 - **R5** - Home businesses; Home occupations; Roads
 - **C2** - Environmental protection works; Home businesses; Home occupations
- (ii) may not be carried out except with development consent, and
- **RU1** - Aquaculture; Artisan food and drink industries; Bed and breakfast accommodation; Cellar door premises; Dual occupancies; Dwelling houses; Extractive industries; Farm buildings; Farm stay accommodation; Hardware and building supplies; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Markets; Open cut mining; Roadside stalls; Rural supplies; Rural workers' dwellings; Secondary dwellings; Timber yards; Any other development not specified in item 2(b)(i) or 2(b)(iii)
 - **R1** - Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2(b)(i) or 2(b)(iii)
 - **R5** - Dwelling houses; Hardware and building supplies; Home industries; Neighbourhood shops; Oyster aquaculture; Rural supplies; Pond-based aquaculture; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Any other development not specified in item 2(b)(i) or 2(b)(iii)
 - **C2** - Boat launching ramps; Community facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Home-based child care; Information and education facilities; Jetties; Oyster aquaculture; Recreation areas; Roads; Sewerage systems; Signage; Water recreation structures; Water supply systems; Wharf or boating facilities
- (iii) is prohibited,

- **RU1** - Airports; Amusement centres; Camping grounds; Caravan parks; Commercial premises; Crematoria; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial training facilities; Industries; Local distribution premises; Mortuaries; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential accommodation; Restricted premises; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies
- **R1** - Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Backpackers' accommodation; Biosolids treatment facilities; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Hotel or motel accommodation; Industrial training facilities; Industries; Marinas; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Resource recovery facilities; Restricted premises; Rural industries; Rural workers' dwellings; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste disposal facilities; Waste or resource management facilities; Water recycling facilities; Water treatment facilities; Wharf or boating facilities; Wholesale supplies
- **R5** - Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Attached dwellings; Backpackers' accommodation; Biosolids treatment facilities; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Hotel or motel accommodation; Industrial training facilities; Industries; Marinas; Mooring pens; Mortuaries; Multi dwelling housing; Open cut mining; Passenger transport facilities; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Resource recovery facilities; Residential flat buildings;

Restricted premises; Rural industries; Rural workers' dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste disposal facilities; Waste or resource management facilities; Water recycling facilities; Water treatment facilities; Wharf or boating facilities; Wholesale supplies

- **C2** - Advertising structures; Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Water treatment facilities; Any other development not specified in item 2 or 3

- (c) whether any additional permitted uses apply to the land,
No
- (d) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
RU1 - Yes, 200 hectares
R1 - No
RU5 - Yes, 2 hectares
C2 - Yes, 200 hectares
- (e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,
No
- (f) whether the land is in a conservation area, however described,
No
- (g) whether an item of environmental heritage, however described, is located on the land.
No

Note:

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

3 Contributions plans

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

Wagga Wagga Local Infrastructure Contributions Plan 2019-2034

City of Wagga Wagga - Development Servicing Plan - Stormwater: 2007

City of Wagga Wagga - Development Servicing Plan No 1: Sewerage Services 2013

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No

Riverina Water County Council (RWCC) is responsible for potable water supply within the Wagga Wagga City Council, Lockhart, Urana and Greater Hume Shire Council area. More information can be found on RWCC's website located at www.rwcc.nsw.gov.au

4 Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

- (2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

In relation to clause 1.19(1)(c1) Council have insufficient information to identify significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. Please refer to the EPA register of properties at <https://apps.epa.nsw.gov.au/prclmapp/searchregister.aspx>.

Low Rise Housing Diversity Code (R or RU Zones)

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Greenfield Housing Code (R or RU Zones)

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Inland Housing Code (R or RU Zones)

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Housing Alterations Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

General Development Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Commercial and Industrial Alterations Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Commercial and Industrial (New Buildings and Additions) Code (B or IN Zones)

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Container Recycling Facilities Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Subdivisions Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Demolition Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Fire Safety Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

5 Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Note:

Schedule 2 Exempt development codes—variations does not list any land within the Wagga City Council local government area as being land to which a variation applies.

6 Affected building notices and building product rectification orders

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

- (2) In this clause—

affected building notice has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017. In this clause:

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

No information available, please contact NSW Fair Trading 13 32 20.

Note:

For more information, please refer to NSW Fair Trading –

Fire safety and external wall cladding www.fairtrading.nsw.gov.au/housing-andproperty/fire-safety-and-external-wall-cladding

Affected building notices and building product rectification orders
<https://www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-trade-essentials/building-products#CurrentNotices>

7 Land reserved for acquisition

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

No

8 Road widening and road realignment

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

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

No information available for the purpose of this certificate. Contact Council to obtain current information regarding potential road widening.

9 Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Council considers the land to which this certificate applies to be within the Major Overland Flow Flood Study 2021 (MOFFS FPA) flood planning area and therefore flood related development controls may apply. Property owners can review relevant information on the Wagga Online Mapping system.

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Council considers the land to which this certificate applies to be within the Special Flood Consideration (SFC) identified within the Major Overland Flow Flood Study 2021 (MOFFS SFC) flood planning area and therefore flood related development controls may apply. Property owners can review relevant information on the Wagga Online Mapping system.

(3) In this clause –

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

Note:

This information is based on the Flood Planning areas of the Wagga Wagga Revised Murrumbidgee River Floodplain Risk Management Study and Plan 2018 and the Major Overland Flow Study 2021. Property owners are advised to contact Council to obtain current information regarding local flooding and are encouraged to seek independent flooding advice from a suitably qualified person. For more information see

<https://wagga.nsw.gov.au/services/emergencies/floods/flood-studies>

Note:

Council considers the land to which this certificate applies to be affected by a Major Overland Flow Flood of 1:100 (1%), an extreme rainfall event.

10 Council and other public authority policies on hazard risk restrictions

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this clause—

adopted policy means a policy adopted—

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.
 - land slip?
No, Council does not have a policy on landslip
 - bushfire?
No, Council does not have a policy on bushfire
 - tidal inundation?
No, Council does not have a policy on tidal inundation.
 - subsidence?
No, Council does not have a policy on subsidence.
 - acid sulphate soils?
No, Council does not have a policy on acid sulphate soils.

- contamination
Yes, Contaminated Land Management Policy 2020 - POL 030
Yes, Asbestos Policy - POL 029
- aircraft noise
No, Council does not have a policy on aircraft noise.
- salinity
No, Council does not have a policy on salinity.
- coastal hazards
N/A
- sea level rise
N/A
- any other risk (other than flooding)?
No, Council does not have a policy on any other risk (other than flooding).

11 Bush fire prone land

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

All or some of the land is mapped as bush fire prone land. A copy of the NSW Rural Fire Service Bushfire Prone Land mapping for the Wagga Wagga City Council local government area may be viewed at <https://wagga.nsw.gov.au/building-and-development/development-applications/development-on-bush-fire-prone-land>

- (2) If none of the land is bush fire prone land, a statement to that effect.

12 Loose-fill asbestos insulation

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

No information available. Contact NSW Fair Trading for more information <https://www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register>

13 Mine subsidence

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

No

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that—
- (a) applies to the land, or
 - (b) is proposed to be subject to a ballot No
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

N/A

15 Property vegetation plans

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

No

For further information, contact the Local Land Services 1300 795 299
admin.riverina@lls.nsw.gov.au

16 Biodiversity stewardship sites

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

No, Council has not been notified by the Director General of the Office of Environment and Heritage that an agreement exists on the subject land

Note— Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

17 Biodiversity certified land

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

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

No

18 Orders under Trees (Disputes Between Neighbours) Act 2006

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

No Information available

19 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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

(2) In this clause—

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1.1.2011.

N/A

20 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

Whether under *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

N/A

Contaminated Land

The following matters are prescribed by section 59(2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
No, The land is not listed on the State Register for significantly contaminated land.
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
No, the land is not subject to an order.
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
No, the land is not subject to a voluntary management proposal.
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
No, the land is not subject to a voluntary management proposal.
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
No, the land is not subject of a site audit statement.

Notes:

In addition to the above and in line with the Council's [Contaminated Land Management Policy 2020 - POL 030](#) and [Asbestos Policy - POL 029](#), the site is not listed on Council's Register of potentially contaminated land. Property owners should conduct their own investigations to be satisfied that this property is not affected by land contamination.



Vicky Tooze
Development Administration Officer

FOR:
GENERAL MANAGER

Ref: eDCert2023/0098
Contact: Dominique Ingram

15 March 2023

Walsh & Blair Lawyers
PO Box 492
WAGGA WAGGA NSW 2650

Dear Sir/Madam

Applic No: eDCert2023/0098
Description: Online Sewer Service Diagram
Property: Residue Indigo Dr SPRINGVALE NSW 2650
Lot 3 DP 1174668

Please be advised that a search of Council's records has revealed that a drainage/septic diagram for the subject land is not available.

The land is not serviced by a Council sewerage system. The installation, alteration and operation of an on-site sewerage management system requires approval from Council. Currently applications for approval are made under s68 of the Local Government Act 1993.

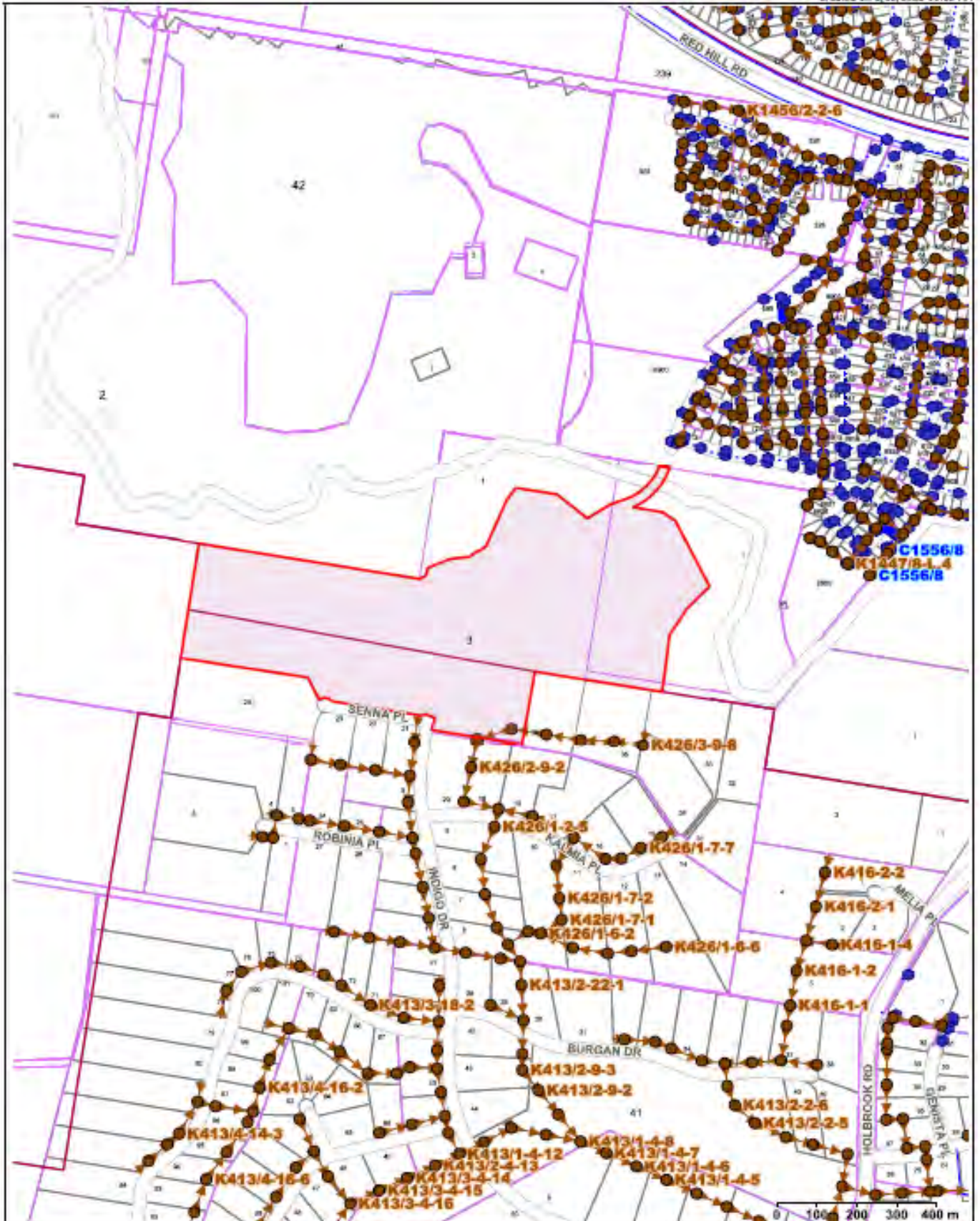
Enclosed for your information is a sewerage/drainage mains map of the subject area.

Should you have any further enquiries please contact Council's Plumbing Section on 1300 292 442.

Yours sincerely



Dominique Ingram
Development Administration Officer



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