

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Get Leased &amp; Sold Properties</b> 22 Rogers Avenue, Wodonga, VIC 3690	Phone: 0407 220 853 Ref: Jo Mackenzie
co-agent		
vendor	<b>Ebert Developments Pty Ltd ABN 66 121 394 367</b> 621a Dean Street, Albury, NSW 2640	
vendor's solicitor	<b>Albury Conveyancing Service</b> 448 Swift Street, Albury NSW 2640 PO Box 7155, Albury NSW 2640	Phone: 02 6021 5700 Email: shellie@alburyconveyancing.com.au Fax: 02 4044 0102 Ref: SG:CF:4855
date for completion	<b>Refer to additional clause 43</b>	(clause 15)
land (address, plan details and title reference)	<b>Lot 37 Kendall Drive, Hamilton Valley, New South Wales 2641</b> <b>Unregistered Plan: Lot 37 in an unregistered plan which is part of Lot 24 Plan 1221084</b> <b>Part Folio Identifier 24/1221084</b>	
improvements	<input 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 checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

_____	<b>vendor</b>		_____	<b>witness</b>
		<b>GST AMOUNT (optional)</b> The price includes GST of: \$		
_____	<b>purchaser</b>	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		<b>witness</b>

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3) NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30) no  YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO  yes

GST: Taxable supply

 NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

 NO  yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW payment*  
(GST residential withholding payment) NO  yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name: **Ebert Developments Pty Ltd**

Supplier's ABN: **ABN 66 121 394 367**

Supplier's GST branch address (if applicable):

Supplier's business address: **621a Dean Street, Albury, NSW 2640**

Supplier's email address: **terry@davidsonwhite.com.au**

Supplier's phone number: **02 6021 8000**

Supplier's proportion of *GSTRW payment*: **\$ 0.00**

**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): **\$ 0.00**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 type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input 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 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input checked="" type="checkbox"/> 57 disclosure statement - off the plan contract <input checked="" type="checkbox"/> 58 other document relevant to off the plan contract <b>Other</b> <input type="checkbox"/> 59
<b>Home Building Act 1989</b>	
<input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	
<b>Swimming Pools Act 1992</b>	
<input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes 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:
 

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

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

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

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

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

### 5 Requisitions

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

## 6 Error or misdescription

- 6.1 *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- ### • Place for completion
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

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

## 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *-serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

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

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Part Lot 24 Centaur Road HAMILTON VALLEY NSW 2647

## Additional Provisions forming part of this Contract

**Between:** Ebert Developments Pty Ltd ABN 66 121 394 367 (Vendor/s)

**and:** (Purchaser/s)

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### 33. STANDARD FORM CONTRACT

#### 33.1 Amendments to standard form contract

The following printed clauses are amended as follows:

- (a) **clause 1:** insert the following definition:

*'restricted action* means make any object, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion,;

- (b) **clause 14.2.2:** deleted;

- (c) **clause 16.12:** delete all words from 'but' to the end of the clause;

- (d) **clause 19:** insert the following additional clause:

'19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017 (NSW)* is the remedy prescribed by that regulation.;

- (e) **clause 20:** insert the following additional clause:

'20.16 In this contract, unless the context requires otherwise:

20.16.1 *in writing* includes any communication sent by letter, facsimile transmission or email; and

20.16.2 *including* and similar expressions are not words of limitation.;

- (f) **clauses 28 and 29:** delete

#### 33.2 Terms defined in printed form contract

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

### 34. INTERPRETATION

In this Contract:

- (a) **Authority** means a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, whether foreign, federal, state, territorial or local.

- (b) **Claims** means all manner of actions, suits, causes of action, arbitrations, debts, dues, costs, claims, demands (including without limitation, any claim or demand for costs or expenses), interest, verdict or judgments whatsoever at law or in equity or both or arising under the provisions of statute, whether known or unknown.

- (c) **Contamination** means the presence of any material, gas, substance, liquid, chemical, asbestos, biological, mineral, groundwater or other physical matter which if present on, over or in the land would result in any Authority issuing any notice or direction or order requiring clean up, generally or in respect to any further proposed development or which would constitute a violation or contravention of any Environmental Law.
- (d) **End Date** means 30 June 2024.
- (e) **Environment** means components of the earth, including:
- (i) Land, air and water; and
  - (ii) Any layer of the atmosphere; and
  - (iii) Any organic or inorganic matter and any living organism; and
  - (iv) Human-made or modified structures and areas;
- and includes interacting natural ecosystems that include components referred to in paragraphs (i) – (iii).
- (f) **Environmental Laws** means any laws relating to the Environment and includes all applicable standards and obligations under the common law.
- (g) **Instrument** means the proposed Section 88B Instrument a copy of which is annexed to this Contract.
- (h) **Land** means proposed Lot 37 in the Plan.
- (i) **LRS** means the NSW Land Registry Services.
- (j) **Plan** means the proposed plan of subdivision of the Property a copy of which is annexed to this Contract (and marked “A”) and if the proposed plan is modified under clause 35.2(a) means (except in that clause) that plan is modified.
- (k) **Property** means Lot 24 in DP 1221084
- (l) **Service Provider** means any government, local government, authority, agency, body or entity which provided services to the property.
- (m) **Services** means services such as gas, electricity, water, cooling or heating, sewerage, drainage, security systems, telephone, television and other facilities, supplies or transmissions.

## 35. PLAN

### 35.1 Contract conditional

- (a) This contract is conditional on:
- (i) each relevant Authority giving its approval to the Plan; and
  - (ii) the registration by the LRS of the Plan as a deposited plan by the End Date.
- (b) If the plan is not registered by the End Date, either party may rescind this contract by notice in writing to the other (subject to section 66ZS of the *Conveyancing Act 1919*), and, in those circumstances clause 19 will apply.

### 35.2 Modifications

- (a) The purchaser acknowledges having inspected the Plan and instrument and cannot make a claim, objection or requisition or rescind or terminate in respect of it or in relation to a modification:

- (i) to the Plan and/or the Instrument which may be required by:
    - (A) a relevant Authority to obtain its approval of the Plan; or
    - (B) the LRS to obtain the registration of the Plan (including, without limitation, the alteration of the lot number so as to accord with the requirements of the LRS);
  - (ii) to correct an error which is evident on the face of the Plan and/or the Instrument;
  - (iii) which includes land in addition to that to which the Plan presently or then relates;
  - (iv) To the Plan and/or the Instrument which is agreed to in writing by the purchaser; or
  - (v) to the Plan and/or the Instrument which is minor.
- (b) For the purposes of paragraph (a)(v), the following modifications are minor:
- (i) any modification to a lot in the Plan other than the Land; and
  - (ii) any modification to the boundaries of the Land the effect of which does not reduce the area of the land by more than 5%.
- (c) If there is a dispute between the parties as to whether any modification to the Plan is minor then the matter shall be referred by either party to a surveyor nominated by the President for the time being of the Institution of Surveyors NSW Inc. For determination. In relation to that determination:
- (i) the surveyor acts as an expert and not as an arbitrator;
  - (ii) it is final, conclusive and binding on both parties; and
  - (iii) any costs incurred shall be borne equally by the vendor and the purchaser.

### 35.3 **Stages**

- (a) In addition to the provision of clauses 35.1 and 35.2, the purchaser acknowledges that the Plan may be registered in 2 or more stages.
- (b) The purchaser cannot take any restricted action if the plan is registered in 2 or more stages.

## 36. **SERVICE PROVIDERS, EASEMENTS, COVENANTS, LEASES ETC.**

### 36.1 **Services & Easements**

The purchaser acknowledges that the purchaser is aware of the possibility that as at the date of this Contract:

- (a) There may not have been created or amended all easements, rights of carriageway, covenants and restrictions as to the user, including in relation to the plan;
- (b) there have not been entered into or amended all the agreements and arrangements for the provision and location of services to the land; and
- (c) There have not been granted all the rights and privileges,

which the vendor considers may be necessary or desirable or as required by any authority or any service provider to create, enter into, amend, grant or dedicate prior to completion (the “**additional agreements**”). The purchaser shall not be required to contribute to the cost (if any) of creating any such additional agreements.

**36.2 Vendor to notify**

The vendor may at any time up to the registration of the plan, serve notice in writing to the purchaser providing details of (or copies of) the additional agreements.

**36.3 Purchaser's Acceptance**

If the vendor enters into any additional agreements, the purchaser agrees to accept the additional agreement and shall not be entitled to make any objection, requisition, claim for compensation, rescind or terminate unless the additional agreements substantially and detrimentally affect the land in a material way, in which case the purchaser shall have a right to rescind this contract by notice in writing to the vendor within 7 days of service of the additional agreements.

**37. PURCHASER ACKNOWLEDGEMENT**

37.1 The purchaser warrants that, unless specifically provided otherwise in this Contract or in any other agreement which refers to the Land, it has not entered into this Contract in reliance on any express or implied statement, representation, promise or warranty, verbal or otherwise, made by the vendor or on its behalf in respect of any matter relating to the Land or which has or may have an effect on the Land, including but not limited to:

- (a) the neighbourhood in which the Land is located; or
- (b) the suitability of the Land for any use or proposed use by the purchaser; or
- (c) the rights and privileges relating to the Land; or
- (d) whether or not any part of the Land contains any Contamination or is in breach of Environmental Law; or
- (e) any financial return or income or allowance derived or to be derived from the Land.

37.2 The purchaser acknowledges that the purchaser, when entering into this Contract, relied exclusively on its own enquiries and the following matters independently of any statements, feasibility statements, forecasts, inducements or representations made by or on behalf of the vendor (including by any agent or representative acting on behalf of the vendor):

- (a) the inspection of any investigations relating to the Land made by or on behalf of the purchaser;
- (b) the skill and judgment of the purchaser, its consultants or representatives;
- (c) opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees; and
- (d) all disclosure documents and annexures to this Contract.

37.3 The purchaser further acknowledges that the Land is sold and shall be accepted by the purchaser in its present state of repair and condition including all latent and patent defects and faults and that the purchaser shall not take any restricted action in relation to any or all of the matters aforesaid.

**38. STAGED DEVELOPMENT**

38.1 The purchaser acknowledges that the subdivision in which the Land is located is to be developed in stages and that after taking occupation upon completion of any building works on the Land there may be other building works continuing or commenced on other lots in the vicinity of the Land as part of the staged development.

38.2 The purchaser may be subjected to inevitable noise and other nuisance during the continuation of those other building works and the purchaser shall not object to or seek to restrain such reasonable activity needed to complete the other building works.

38.3 This clause will not merge on completion.

39. **NO EARLY POSSESSION**

Despite clause 18, the purchaser must not (or will not be allowed to) take possession of the Land before completion of the Contract.

40. **RECOVERY OF THE FULL DEPOSIT**

40.1 The deposit payable pursuant to this Contract is that amount which represents 10% of the purchase price.

40.2 If the vendor has accepted an exchange of Contracts with an amount of less than the full deposit paid, the difference between the deposit payable and the amount actually paid is due and must be immediately paid to the vendor upon either:

- (a) the date fixed for completion of this Contract; and
- (b) upon demand made by the vendor in consequence of any breach of the Contract by the purchaser.

40.3 The deposit payable by the purchaser is forfeited to the vendor if the vendor becomes entitled to terminate this Contract.

40.4 If the purchaser fails to comply with any of the obligations of this clause, the deposit payable is recoverable immediately from the purchaser as a liquidated debt, whether or not the vendor terminates the Contract.

41. **CAVEAT**

The purchaser must not lodge a caveat for notation on the certificate of title to the Property which would impede or prevent the registration of the Plan, the Instrument or any associated dealings.

42. **RESCISSION**

42.1 If a part to this Contract:

- (a) is a corporation and before completion:
  - (i) enters into a scheme;
  - (ii) it makes any arrangement for the benefit of creditors;
  - (iii) an order is made to wind up the party;
  - (iv) a liquidator, administrator or official manager is appointed in respect of the party;
  - (v) a mortgagee enters into possession of all or a substantial part of the assets of the party;
  - (vi) a receiver, receiver and manager or agent of a mortgagee is appointed to all or substantial part of the assets of the party; or
- (b) is an individual who before completion:
  - (i) dies;
  - (ii) becomes mentally ill; or
  - (iii) is declared bankrupt;

then the other party may rescind this Contract.

43. **COMPLETION**

Settlement is to take place within 21 days of the vendor notifying the purchaser of the registration of the Plan.

44. **NOTICE TO COMPLETE**

44.1 If a party is entitled to serve a notice to complete, then the party may:

- (a) at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and
- (b) specify a time of day between 11am and 4pm as the time for completion.

44.2 The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

44.3 The party serving a notice to complete reserves the right to:

- (a) withdraw the notice; and
- (b) issue further notices to complete.

44.4 The purchaser shall pay the vendor's costs of any notice to complete of \$300.00 (plus GST).

45. **REAL ESTATE**

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property cause by a breach of this warranty. The vendor's rights under this clause continue after completion.

46. **INTEREST**

46.1 If completion does not occur on or before the Completion Date, the purchaser shall pay to the vendor, in cash on completion, interest calculated:

- (a) daily at the rate of 10% per annum; and
- (b) on the balance of the Price payable on this Contract;

In respect of the period commencing on the day following the Completion Date and ending on completion (**Interest Period**).

46.2 The purchaser may not require the vendor to complete this Contract unless interest payable under this Contract is paid to the vendor on completion. It is an essential term of this Contract that interest is paid.

46.3 Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the Completion Date.

46.4 Clause 46.1 does not apply in respect of any part of the Interest Period during which completion has been due to the fault of the vendor.

46.5 If due to no fault of the vendor completion takes place after 3pm on the Completion date or after 3pm on any day after the Completion Date, clause 46.1 applies as if completion takes place on the business day after the day on which the completion actually takes place.

# Disclosure Statement – Off the Plan Contracts

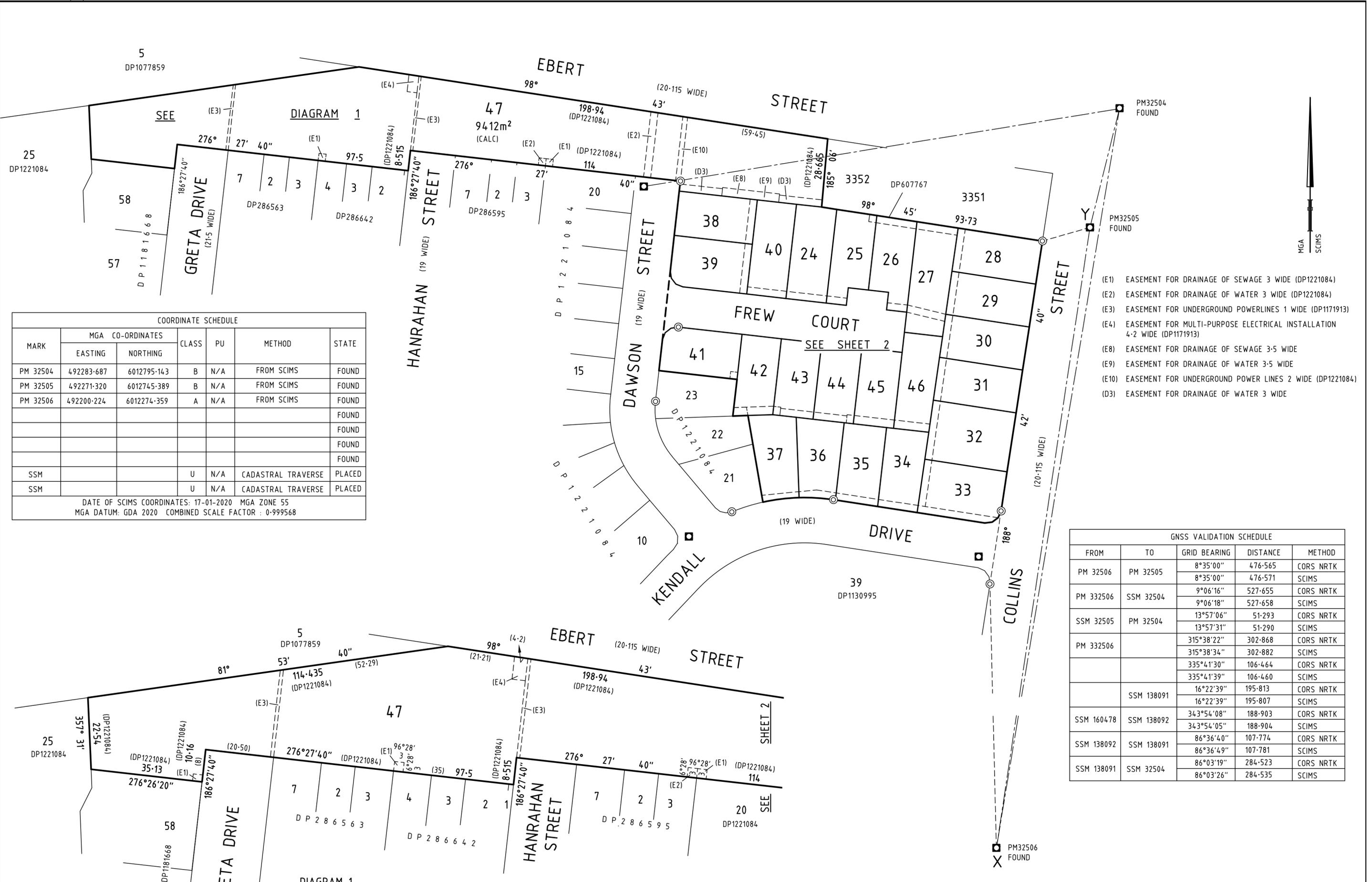
This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	Ebert Developments Pty Ltd ACN 66 121 394 367
<b>PROPERTY</b>	Lot 37 Kendall Drive, Hamilton Valley 2641

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 notice of registration of the plan	Refer to clause(s):	43		
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):	34(d) & 35.1
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:	Interest pursuant to clause 46		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	10.2007.27719.3		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Albury 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:	Clause 35.1, subject to compliance with Conveyancing Act 1919		

ATTACHMENTS <i>(s66ZM(2) of the Conveyancing Act 1919)</i>	
<b>The following prescribed documents are included in this disclosure statement (<i>select all that apply</i>).</b>	
<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	



COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 32504	492283.687	6012795.143	B	N/A	FROM SCIMS	FOUND
PM 32505	492271.320	6012745.389	B	N/A	FROM SCIMS	FOUND
PM 32506	492200.224	6012274.359	A	N/A	FROM SCIMS	FOUND
						FOUND
						FOUND
						FOUND
						FOUND
SSM			U	N/A	CADASTRAL TRAVERSE	PLACED
SSM			U	N/A	CADASTRAL TRAVERSE	PLACED

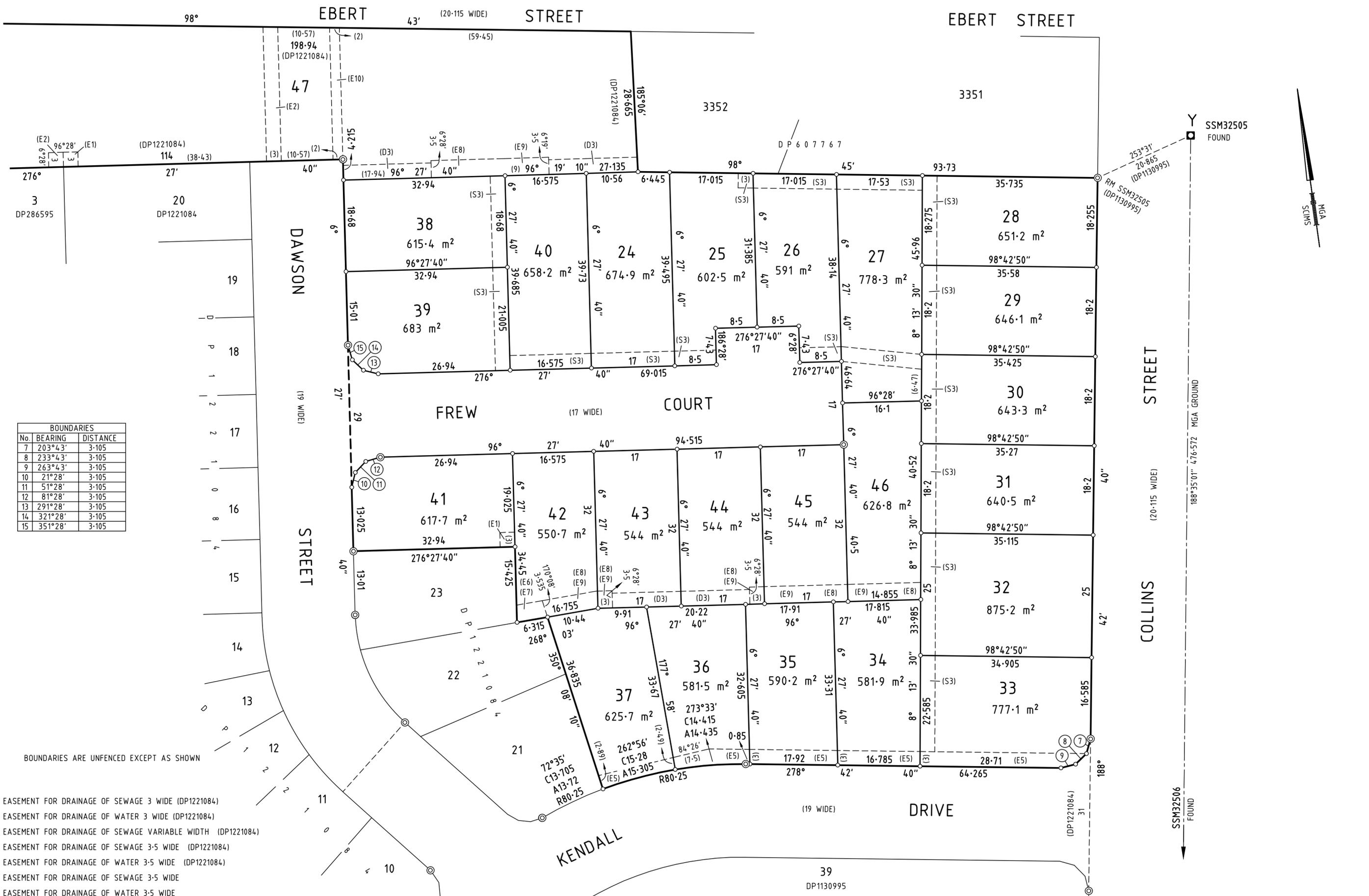
DATE OF SCIMS COORDINATES: 17-01-2020 MGA ZONE 55  
MGA DATUM: GDA 2020 COMBINED SCALE FACTOR : 0.999568

- (E1) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP1221084)
- (E2) EASEMENT FOR DRAINAGE OF WATER 3 WIDE (DP1221084)
- (E3) EASEMENT FOR UNDERGROUND POWERLINES 1 WIDE (DP1171913)
- (E4) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (DP1171913)
- (E8) EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE
- (E9) EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE
- (E10) EASEMENT FOR UNDERGROUND POWER LINES 2 WIDE (DP1221084)
- (D3) EASEMENT FOR DRAINAGE OF WATER 3 WIDE

GNSS VALIDATION SCHEDULE				
FROM	TO	GRID BEARING	DISTANCE	METHOD
PM 32506	PM 32505	8°35'00"	476.565	CORS NRTK
		8°35'00"	476.571	SCIMS
PM 332506	SSM 32504	9°06'16"	527.655	CORS NRTK
		9°06'18"	527.658	SCIMS
SSM 32505	PM 32504	13°57'06"	51.293	CORS NRTK
		13°57'31"	51.290	SCIMS
PM 332506		315°38'22"	302.868	CORS NRTK
		315°38'34"	302.882	SCIMS
		335°41'30"	106.464	CORS NRTK
		335°41'39"	106.460	SCIMS
		16°22'39"	195.813	CORS NRTK
	SSM 138091	16°22'39"	195.807	SCIMS
SSM 160478	SSM 138092	34°35'40"	188.903	CORS NRTK
		34°35'40"	188.904	SCIMS
SSM 138092	SSM 138091	86°36'40"	107.774	CORS NRTK
		86°36'49"	107.781	SCIMS
SSM 138091	SSM 32504	86°03'19"	284.523	CORS NRTK
		86°03'26"	284.535	SCIMS

DIAGRAM 1  
REDUCTION RATIO 1:750

<p><b>SURVEYOR</b> Name: Stuart Murray Mason Date: Reference: 302978SV00 <small>(VERSION : 1 00-00-20???)</small></p>	<p><b>PLAN OF SUBDIVISION OF LOT 24 IN DP1221084</b></p>	<p>L.G.A.: ALBURY CITY Locality: HAMILTON VALLEY Reduction Ratio: 1:1000 Lengths are in metres.</p>	<p>REGISTERED <b>DRAFT</b> 19/05/2020</p>	<p><b>DP</b></p>
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BOUNDARIES		
No.	BEARING	DISTANCE
7	203°43'	3-105
8	233°43'	3-105
9	263°43'	3-105
10	21°28'	3-105
11	51°28'	3-105
12	81°28'	3-105
13	291°28'	3-105
14	321°28'	3-105
15	351°28'	3-105

BOUNDARIES ARE UNFENCED EXCEPT AS SHOWN

- (E1) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP1221084)
- (E2) EASEMENT FOR DRAINAGE OF WATER 3 WIDE (DP1221084)
- (E5) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DP1221084)
- (E6) EASEMENT FOR DRAINAGE OF SEWAGE 3-5 WIDE (DP1221084)
- (E7) EASEMENT FOR DRAINAGE OF WATER 3-5 WIDE (DP1221084)
- (E8) EASEMENT FOR DRAINAGE OF SEWAGE 3-5 WIDE
- (E9) EASEMENT FOR DRAINAGE OF WATER 3-5 WIDE
- (E10) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (DP1221084)
- (D3) EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- (S3) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE

<p><b>SURVEYOR</b> Name: Stuart Murray Mason Date: Reference: 302978SV00 <small>(VERSION : 1 20-05-2020)</small></p>	<p><b>PLAN OF SUBDIVISION OF LOT 24 IN DP1221084</b></p>	<p>L.G.A.: ALBURY CITY Locality: HAMILTON VALLEY Reduction Ratio: 1:500 Lengths are in metres.</p>	<p>REGISTERED <b>DRAFT</b> 19/05/2020</p>	<p><b>DP</b></p>
--	--	--	---	------------------

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

(Sheet 1 of 4 Sheets)

**Plan: DP**

**Plan of Subdivision of Lot 24 in DP1221084 covered by Council's Certificate No.**

**Dated**

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

Ebert Developments Pty Ltd  
346 Griffith Road  
Lavington NSW 2641

**PART 1 (Creation)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit a` prendre, restriction of positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Easement for drainage of sewage 3.5 wide	42, 43, 44, 45, 46 & 47	Albury City Council
2	Easement for drainage of water 3.5 wide	42, 43, 44, 45, 46 & 47	Albury City Council
3	Easement for drainage of water 3 wide	47	Albury City Council
4	Easement for drainage of sewage 3 wide	24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 38, 39 & 40	Albury City Council
5	Restriction on use of land	24 to 31 & 33 to 46 (Inclusive)	Albury City Council
6	Restriction on use of land	24 to 31 & 33 to 46 (Inclusive)	Every other lot

**APPROVED BY THE COUNCIL OF  
THE CITY OF ALBURY**

302978SV00\_B\_V3\_30-04-2021

\_\_\_\_\_  
**Authorised Officer**

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

(Sheet 2 of 4 Sheets)

**Plan: DP**

**Plan of Subdivision of Lot 24 in DP1221084 covered by Council's Certificate No.**

**Dated**

**Part 2 (Terms)**

**1. Terms of Restriction on Use of Land as fifthly referred to in the plan:-**

- (a) No dwelling house is to be erected or allowed to remain erected on the lot burdened unless the floor level of such dwelling house is at a reduced level related to AHD being 500mm above the 1 in 100 year flood level (RL 197.50 m AHD) resulting in a minimum flood level of RL 198.00 m AHD.
- (b) No stormwater is to be drained or allowed to drain from the lot burdened unless it drains to the respective constructed legal point of drainage discharge for each lot.

**Name of person or authority empowered to release, vary or modify Restriction on Use of Land fifthly referred to in the plan:**

Albury City Council

**2. Terms of Restriction on Use of Land as sixthly referred to in the plan:-**

- (a) The registered proprietor of the lot burdened shall not use the lot burdened or permit any person to use the lot burdened for any purpose other than for:
  - (i) The construction on it of a detached house; and
  - (ii) The subsequent occupation of the detached house as a single unit private dwelling.
- (b) No detached house shall be erected or be permitted to remain erected on any lot burdened:
  - (i) having external walls or surfaces of any material other than brick, stone, cement, glass or timber or any combination of those materials except that timber may be used in external walls as infill panels providing that it does not exceed 25% of the total area of the external walls;
  - (ii) having a roof of any material other than tiles or non-reflective coloured steel or aluminium sheeting;  
or
  - (iii) which is a kit home or is of a transportable, relocatable or demountable nature
- (c) No garage, garden shed or other structure shall be erected or be permitted to remain erected on any lot burdened without either the prior or concurrent erection of a detached house and any such garage, garden shed or other structure shall not be used at any time for residential accommodation.
- (d) No person shall occupy or permit to be occupied as a dwelling any detached house on the lot burdened unless a driveway or driveways shall have been constructed from the public road or one of the public roads abut the lot burdened and unless the driveway shall have been constructed of concrete broom finish or of concrete with exposed aggregate or of concrete with a stamped or stencilled surface.

**APPROVED BY THE COUNCIL OF THE CITY OF ALBURY**

\_\_\_\_\_  
**Authorised Officer**

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

(Sheet 3 of 4 Sheets)

**Plan: DP**

**Plan of Subdivision of Lot 24 in DP1221084 covered by Council's Certificate No.**

**Dated**

- (e) No fence shall be erected or be permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Ebert Developments Pty Ltd without the prior written consent of Ebert developments Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Ebert Developments Pty Ltd.
- (f) Subject to paragraph (g), no fence shall be erected or be permitted to remain erected on the side or rear boundaries of any lot burdened other than a fence which is constructed of steel posts and rails with non-reflective coloured steel or aluminium sheeting and to a height of 1800mm.
- (g) No fence shall be erected or be permitted to remain erected on the side and front boundaries of any lot burdened in front of the front building line.

**Name of person or authority empowered to release, vary or modify  
Restriction on Use of Land sixthly referred to in the plan:**

Ebert Developments Pty Ltd, its successors and assigns until the expiry of four (4) years from the date on which this instrument is registered AND THEREAFTER by the person or persons in whom the legal estate in fee simple is vested in the land in the deposited plan (other than streets or public places) having a common boundary with the lot burdened PROVIDED that any release, variation or modification shall, if approved, be made and done in all respects at the cost and expense of the person requesting such release, variation or modification

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

(Sheet 4 of 4 Sheets)

**Plan: DP**

**Plan of Subdivision of Lot 24 in DP1221084  
covered by Council's Certificate No.**

**Dated**

Executed by EBERT DEVELOPMENTS PTY LTD (ACN 121 394 367)  
In accordance with s127 Corporations Act 2001:

.....  
TERENCE GEORGE DAVIDSON  
Sole Director / Secretary

**Mortgagee Consent:**

**APPROVED BY THE COUNCIL OF  
THE CITY OF ALBURY**

302978SV00\_B\_V3\_30-04-2021

\_\_\_\_\_  
**Authorised Officer**

Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 24/1221084  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/2/2021	10:00 AM	1	20/1/2021

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

LAND  
-----

LOT 24 IN DEPOSITED PLAN 1221084  
AT HAMILTON VALLEY  
LOCAL GOVERNMENT AREA ALBURY CITY  
PARISH OF ALBURY COUNTY OF GOULBURN  
TITLE DIAGRAM DP1221084

FIRST SCHEDULE  
-----

EBERT DEVELOPMENTS PTY LTD

SECOND SCHEDULE (13 NOTIFICATIONS)  
-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1130995 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 3 DP1171913 EASEMENT FOR UNDERGROUND POWERLINES 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1171913 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1171913 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1181668 POSITIVE COVENANT
- 7 AK86217 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 8 DP1221084 EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1221084 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1221084 EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE

- DIAGRAM
- 11 DP1221084 EASEMENT FOR DRAINAGE OF SEWAGE 3.5 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 12 DP1221084 EASEMENT FOR DRAINAGE OF WATER 3.5 METRE(S) WIDE

END OF PAGE 1 - CONTINUED OVER

141541:4658

PRINTED ON 18/2/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 24/1221084  
-----

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)  
-----

- AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 13 DP1221084 EASEMENT FOR UNDERGROUND POWERLINES 2 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

141541:4658

PRINTED ON 18/2/2021

Provided on 18/02/2021 09:00 AM by CITEC Confirm

\* 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.

Property Exchange Australia Limited, a reseller of CITEC Confirm 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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COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 32504	492283.687	6012795.143	B	N/A	FROM SCIMS	FOUND
PM 32505	492271.320	6012745.389	B	N/A	FROM SCIMS	FOUND
PM 32506	492200.224	6012274.359	A	0-02	FROM SCIMS	FOUND
SSM 138091	491999.948	6012775.587	D	N/A	FROM SCIMS	FOUND
SSM 138092	491892.402	6012769.223	D	N/A	FROM SCIMS	FOUND
SSM 160476	491988.562	6012490.824	D	N/A	FROM SCIMS	FOUND
SSM 160478	491944.761	6012587.806	D	N/A	FROM SCIMS	FOUND
SSM 204439	492051.081	6012540.020	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM 204440	492117.827	6012607.093	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM 204441	492093.741	6012760.248	D	N/A	CADASTRAL TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: 18-05-2020 MGA ZONE 55  
MGA DATUM: GDA 2020 COMBINED SCALE FACTOR : 0.999568

GNSS VALIDATION SCHEDULE				
FROM	TO	GRID BEARING	DISTANCE	METHOD
PM 32506	PM 32505	8°35'00"	476.565	CORS NRTK
PM 32506	PM 32505	8°35'00"	476.571	SCIMS
PM 32506	PM 32504	9°06'16"	527.655	CORS NRTK
PM 32506	PM 32504	9°06'18"	527.658	SCIMS
PM 32505	PM 32504	13°57'04"	51.293	CORS NRTK
PM 32505	PM 32504	13°57'31"	51.290	SCIMS
PM 32506	SSM 160476	315°38'22"	302.868	CORS NRTK
PM 32506	SSM 160476	315°38'34"	302.882	SCIMS
SSM 160476	SSM 160478	335°41'30"	106.464	CORS NRTK
SSM 160476	SSM 160478	335°41'39"	106.460	SCIMS
SSM 160478	SSM 138091	16°22'39"	195.813	CORS NRTK
SSM 160478	SSM 138091	16°22'39"	195.807	SCIMS
SSM 160478	SSM 138092	34°35'54.08"	188.903	CORS NRTK
SSM 160478	SSM 138092	34°35'54.05"	188.904	SCIMS
SSM 138092	SSM 138091	86°36'40"	107.774	CORS NRTK
SSM 138092	SSM 138091	86°36'49"	107.781	SCIMS
SSM 138091	PM 32504	86°03'19"	284.523	CORS NRTK
SSM 138091	PM 32504	86°03'26"	284.535	SCIMS

SSM CONNECTIONS				
FROM	TO	BEARING	DISTANCE	METHOD
PM 32505	SSM 204441	274°47'08"	178.279	TRAVERSE
SSM 138091	SSM 204441	99°16'27"	95.095	TRAVERSE
SSM 160476	SSM 204439	51°47'26"	79.605	TRAVERSE
SSM 204439	SSM 204440	44°51'34"	94.666	TRAVERSE
SSM 204440	SSM 204441	351°03'45"	155.104	TRAVERSE

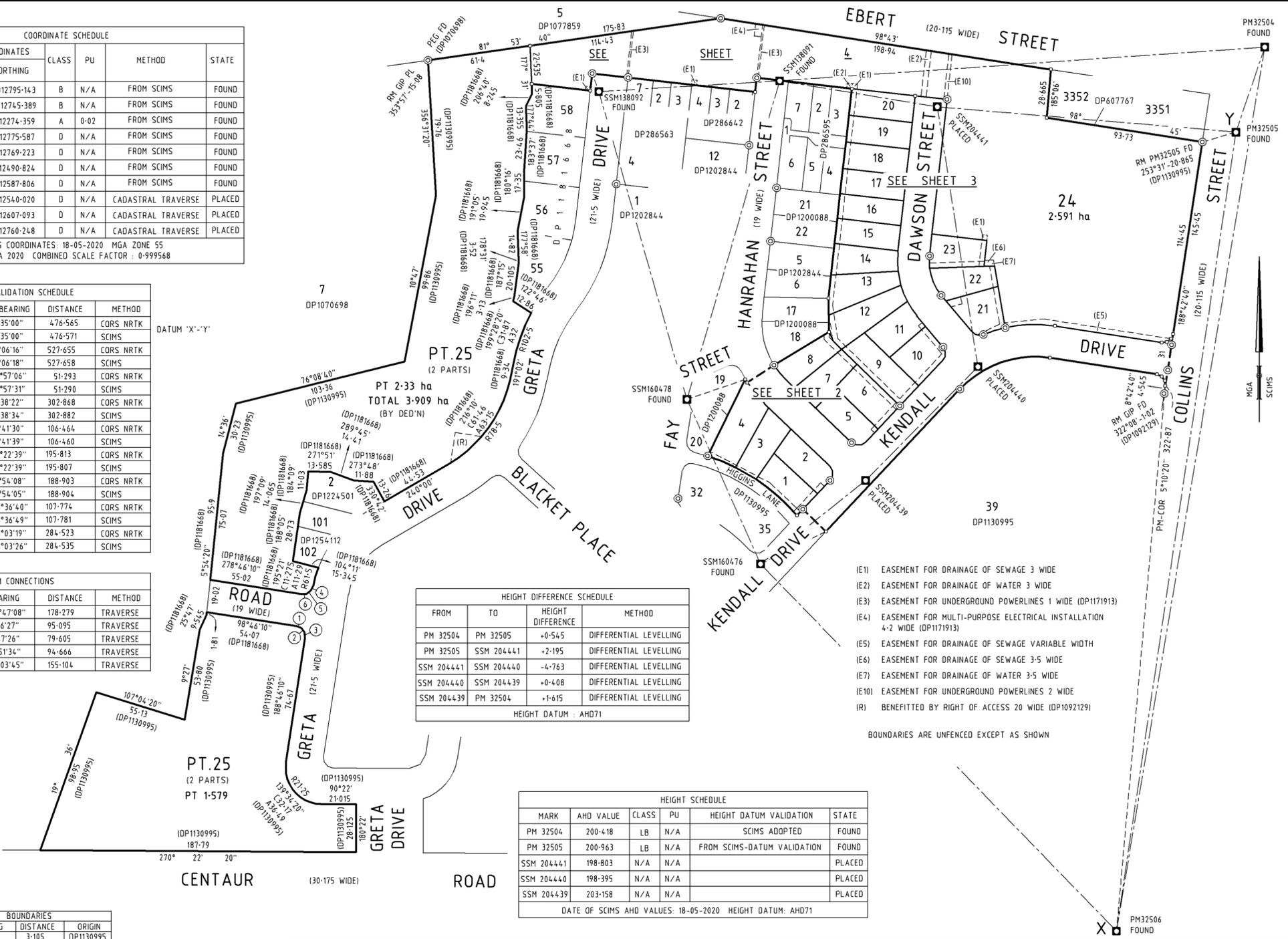
HEIGHT DIFFERENCE SCHEDULE				
FROM	TO	HEIGHT DIFFERENCE	METHOD	
PM 32504	PM 32505	+0.545	DIFFERENTIAL LEVELLING	
PM 32505	SSM 204441	+2.195	DIFFERENTIAL LEVELLING	
SSM 204441	SSM 204440	-4.763	DIFFERENTIAL LEVELLING	
SSM 204440	SSM 204439	+0.408	DIFFERENTIAL LEVELLING	
SSM 204439	PM 32504	+1.615	DIFFERENTIAL LEVELLING	

HEIGHT DATUM : AHD71

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
PM 32504	200.418	LB	N/A	SCIMS ADOPTED	FOUND
PM 32505	200.963	LB	N/A	FROM SCIMS-DATUM VALIDATION	FOUND
SSM 204441	198.803	N/A	N/A		PLACED
SSM 204440	198.395	N/A	N/A		PLACED
SSM 204439	203.158	N/A	N/A		PLACED

DATE OF SCIMS AHD VALUES: 18-05-2020 HEIGHT DATUM: AHD71

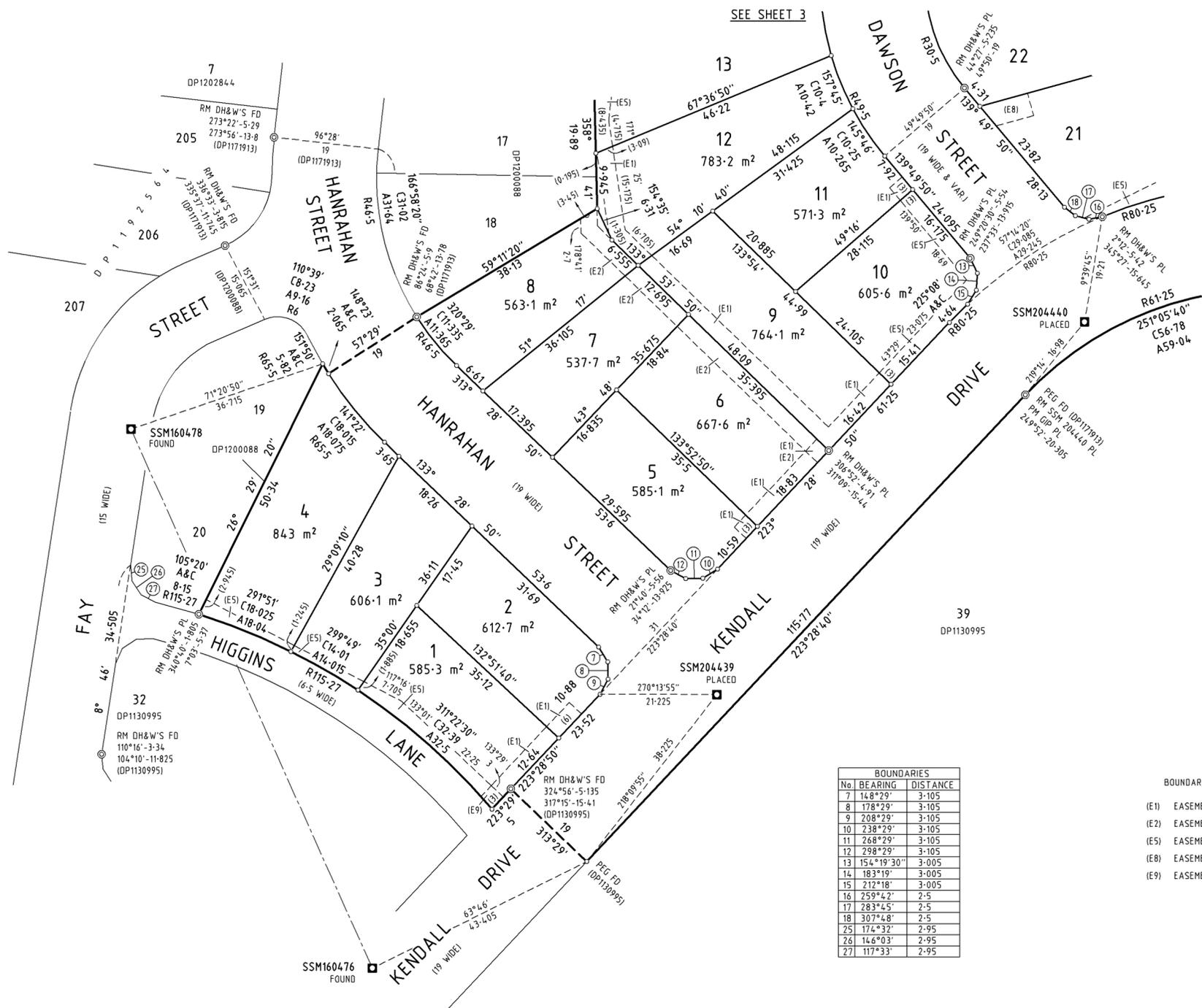
BOUNDARIES			
No.	BEARING	DISTANCE	ORIGIN
1	113°46'	3.105	DP1130995
2	143°46'	3.105	DP1130995
3	173°46'	3.105	DP1130995
4	204°54'	3.065	DP1181668
5	234°31'	3.065	DP1181668
6	264°08'	3.065	DP1181668



- (E1) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
  - (E2) EASEMENT FOR DRAINAGE OF WATER 3 WIDE
  - (E3) EASEMENT FOR UNDERGROUND POWERLINES 1 WIDE (DP1171913)
  - (E4) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4-2 WIDE (DP1171913)
  - (E5) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH
  - (E6) EASEMENT FOR DRAINAGE OF SEWAGE 3-5 WIDE
  - (E7) EASEMENT FOR DRAINAGE OF WATER 3-5 WIDE
  - (E10) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
  - (R) BENEFITTED BY RIGHT OF ACCESS 20 WIDE (DP1092129)
- BOUNDARIES ARE FENCED EXCEPT AS SHOWN

<b>SURVEYOR</b> Name: Stuart Murray Mason Date: 28/05/2020 Reference: 302979SV00	<b>PLAN OF SUBDIVISION OF LOT 59</b> IN DP1181668	L.G.A.: ALBURY CITY Locality: HAMILTON VALLEY Reduction Ratio: 1:1500 Lengths are in metres.	REGISTERED 20/01/2021	<b>DP1221084</b>
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Req:R221050 /Doc:DP 1221084 P /Rev:20-Jan-2021 /NSW LRS /Rgs:ALL /Prt:21-Jan-2021 03:30 /Seq:1 of 8  
 © Office of the Registrar-General /Sec:PORTAL /Ref:1rs:eplan-eplan FOR SURVEYORS USE ONLY



SHEET 3 ADJOINS



BOUNDARIES		
No	BEARING	DISTANCE
7	148°29'	3-105
8	178°29'	3-105
9	208°29'	3-105
10	238°29'	3-105
11	268°29'	3-105
12	298°29'	3-105
13	154°19'30"	3-005
14	183°19'	3-005
15	212°18'	3-005
16	259°42'	2-5
17	283°45'	2-5
18	307°48'	2-5
25	174°32'	2-95
26	146°03'	2-95
27	117°33'	2-95

BOUNDARIES ARE UNFENCED EXCEPT AS SHOWN

(E1) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE  
(E2) EASEMENT FOR DRAINAGE OF WATER 3 WIDE  
(E5) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH  
(E8) EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4-2 WIDE  
(E9) EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE (DP1130995)

SURVEYOR  
Name: Stuart Murray Mason  
Date: 28/05/2020  
Reference: 302979SV00

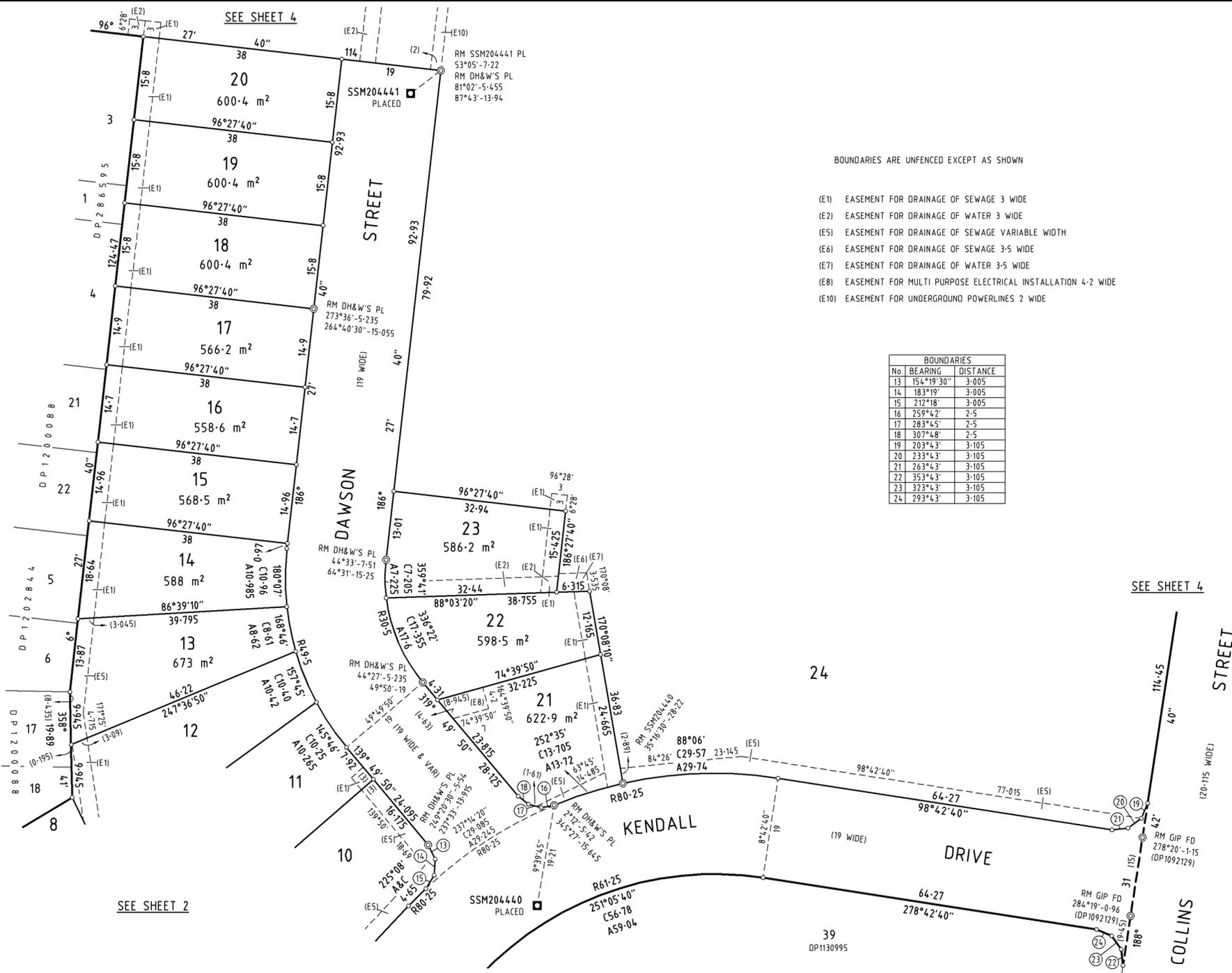
PLAN OF SUBDIVISION OF LOT 59  
IN DP1181668

L.G.A.: ALBURY CITY  
Locality: HAMILTON VALLEY  
Reduction Ratio: 1:500  
Lengths are in metres.

REGISTERED  
 20/01/2021

DP1221084

Req:R221050 /Doc:DP 1221084 P /Rev:20-Jan-2021 /Prt:21-Jan-2021 03:30 /Seq:2 of 8  
© Office of the Registrar-General /Src:PORTAL /Ref:lrs:epian-epian FOR SURVEYORS USE ONLY



BOUNDARIES ARE UNFENCED EXCEPT AS SHOWN

- (E1) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
- (E2) EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- (E5) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH
- (E6) EASEMENT FOR DRAINAGE OF SEWAGE 3-5 WIDE
- (E7) EASEMENT FOR DRAINAGE OF WATER 3-5 WIDE
- (E8) EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4-2 WIDE
- (E10) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE

BOUNDARIES		
No.	BEARING	DISTANCE
13	154°19'30"	3-005
14	183°19'	3-005
15	212°18'	3-005
16	259°42'	2-5
17	283°45'	2-5
18	307°48'	2-5
19	203°43'	3-105
20	233°43'	3-105
21	263°43'	3-105
22	353°43'	3-105
23	323°43'	3-105
24	293°43'	3-105



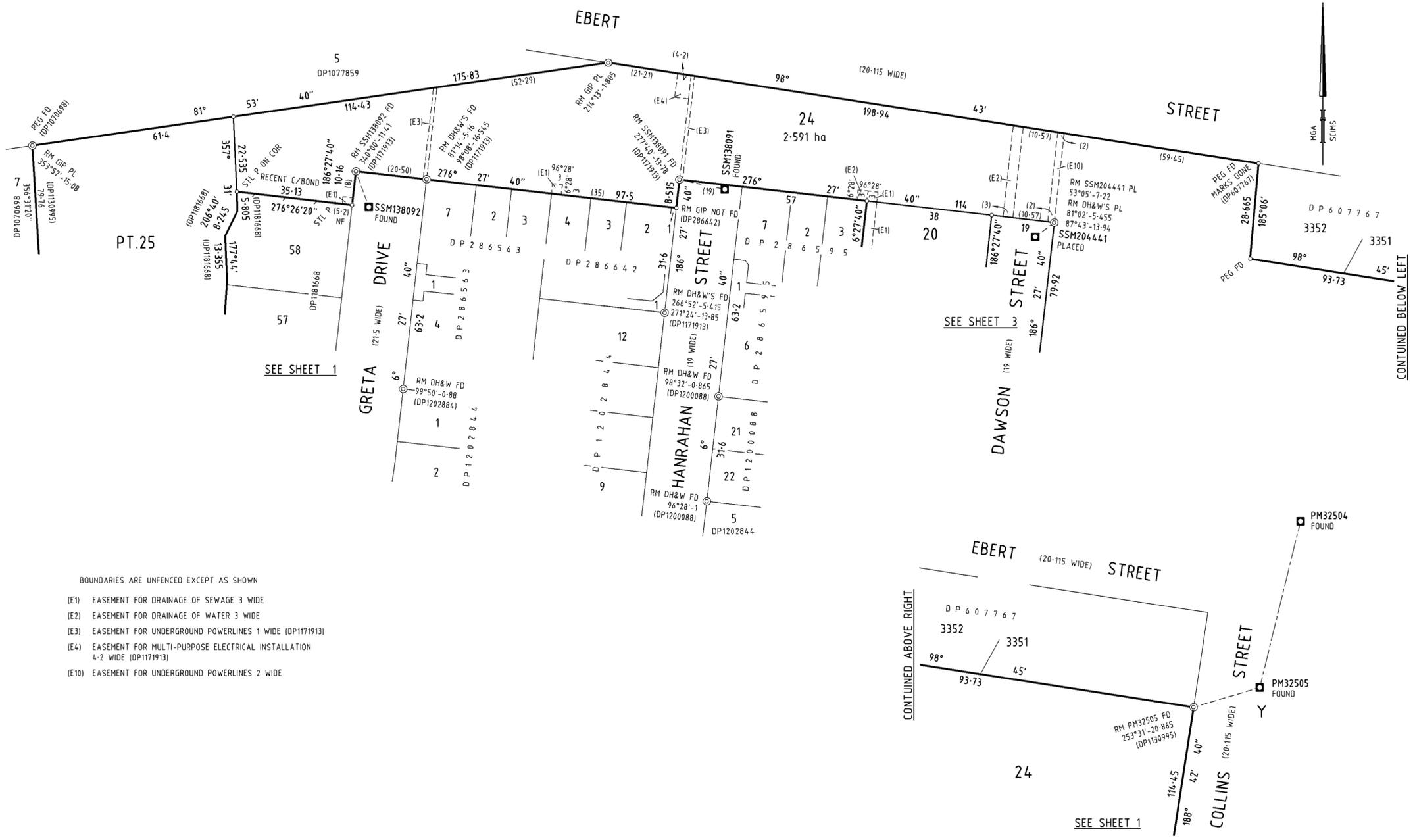
SEE SHEET 2

SEE SHEET 4

SEE SHEET 4

<p><b>SURVEYOR</b>          Name: Stuart Murray Mason          Date: 28/05/2020          Reference: 302979SV00</p>	<p><b>PLAN OF SUBDIVISION OF LOT 59</b>          IN DP1181668</p>	<p>L.G.A.: ALBURY CITY          Locality: HAMILTON VALLEY          Reduction Ratio: 1:500          Lengths are in metres.</p>	<p>REGISTERED   20/01/2021</p>	<p><b>DP1221084</b></p>
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Req:R221050 /Doc:DP 1221084 P /Rev:20-Jan-2021 /NSW LRS /Pgs:ALL /Prt:21-Jan-2021 03:30 /Seq:3 of 8  
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- BOUNDARIES ARE UNFENCED EXCEPT AS SHOWN
- (E1) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
  - (E2) EASEMENT FOR DRAINAGE OF WATER 3 WIDE
  - (E3) EASEMENT FOR UNDERGROUND POWERLINES 1 WIDE (DP1171913)
  - (E4) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4-2 WIDE (DP1171913)
  - (E10) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE

CONTINUED BELOW LEFT

CONTINUED ABOVE RIGHT

<p>SURVEYOR Name: Stuart Murray Mason Date: 28/05/2020 Reference: 302979SV00</p>	<p>PLAN OF SUBDIVISION OF LOT 59 IN DP1181668</p>	<p>L.G.A.: ALBURY CITY Locality: HAMILTON VALLEY Reduction Ratio: 1:500 Lengths are in metres.</p>	<p>REGISTERED  20/01/2021</p>	<p>DP1221084</p>
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Req:R221050 /Doc:DP 1221084 P /Rev:20-Jan-2021 03:30 /Seq:4 of 8  
© Office of the Registrar-General /Src:PORTAL /Ref:ls:epian-eplan FOR SURVEYORS USE ONLY

<b>PLAN FORM 6 (2019)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  20/01/2021  Title System: TORRENS		<b>DP1221084</b>
PLAN OF SUBDIVISION OF LOT 59 IN DP1181668		LGA: ALBURY CITY Locality: HAMILTON VALLEY Parish: ALBURY County: GOULBURN
<b>Survey Certificate</b> I, <u>Stuart Murray Mason</u> of <u>Spiire Australia Pty Ltd, 445 Townsend Street, Albury, NSW 2640</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that <del>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on: .....</del> , or *(b) The part of the land shown in the plan (*being/*excluding** Lots 1 to 24 inclusive & connections) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, <u>28/05/2020</u> the part not surveyed was compiled in accordance with that Regulation, or <del>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</del> Datum Line: <u>X - Y (MGA)</u> Type: <u>*Urban/*</u> The terrain is <u>*Level-Undulating / *Steep Mountainous</u>  Signature:  Dated <u>2/11/20</u> Surveyor Identification Number <u>7935</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike out inappropriate words ** Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....
Plans used in the preparation of survey/compilation.  DP1202844      DP286595 DP1181668      DP286563 DP1171913      DP286642 DP1130995 DP1092129 DP607767		<b>Subdivision Certificate</b> I, <u>David Christy</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation no: ..... Consent Authority: <u>Albury City Council</u> Date of endorsement: <u>18 December 2020</u> Subdivision Certificate no: <u>22-2020-1202-1</u> File number: <u>AF20/04503</u>  * Strike through if inapplicable
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  IT IS INTENDED TO DEDICATE DAWSON STREET, THE EXTENSION OF KENDALL DRIVE AND THE EXTENSION OF HANRAHAN STREET TO THE PUBLIC AS PUBLIC ROAD   ..... AUTHORISED PERSON ACCEPTED		Signatures , Seals and Section 88B Statements should appear on PLAN FORM 6A
Surveyor's Reference: 302979SV00		

WARNING: Creasing of folding will lead to rejection

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only  
 Registered:  20/01/2021

Office Use Only  
**DP1221084**

PLAN OF SUBDIVISION OF LOT 59  
 IN DP1181668

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: 22.2020.1202.1...  
 Date of Endorsement: 18 December 2020

Lot	Address Number	Road Name	Road Type	Locality Name
1	75	Kendall	Drive	Hamilton Valley
2	79	Kendall	Drive	Hamilton Valley
3	9	Hanrahan	Street	Hamilton Valley
4	13	Hanrahan	Street	Hamilton Valley
5	85	Kendall	Drive	Hamilton Valley
6	89	Kendall	Drive	Hamilton Valley
7	10	Hanrahan	Street	Hamilton Valley
8	16	Hanrahan	Street	Hamilton Valley
9	93	Kendall	Drive	Hamilton Valley
10	97	Kendall	Drive	Hamilton Valley
11	7	Dawson	Street	Hamilton Valley
12	11	Dawson	Street	Hamilton Valley
13	15	Dawson	Street	Hamilton Valley
14	19	Dawson	Street	Hamilton Valley
15	23	Dawson	Street	Hamilton Valley
16	27	Dawson	Street	Hamilton Valley
17	31	Dawson	Street	Hamilton Valley
18	35	Dawson	Street	Hamilton Valley
19	39	Dawson	Street	Hamilton Valley
20	43	Dawson	Street	Hamilton Valley
21	103	Kendall	Drive	Hamilton Valley
22	10	Dawson	Street	Hamilton Valley
23	16	Dawson	Street	Hamilton Valley
24	N/A	Dawson	Street	Hamilton Valley
25	N/A	Greta	Drive	Hamilton Valley

If space is insufficient use additional annexure sheet

WARNING: Creasing of folding will lead to rejection

**PLAN FORM 6A (2017)**      **DEPOSITED PLAN ADMINISTRATION SHEET**      Sheet 3 of 4 sheet(s)

Registered:  20/01/2021	Office Use Only	<b>DP1221084</b>	Office Use Only
PLAN OF SUBDIVISION OF LOT 59 IN DP1181668			This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate Number: 22-2020-1202-1.....			
Date of Endorsement: 18. December. 2020			

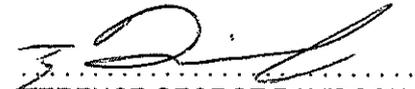
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE :-

1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
2. EASEMENT FOR DRAINAGE OF WATER 3 WIDE
3. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH
4. EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE
5. EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE
6. EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
7. EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND

RELEASE:

1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH CREATED BY DP1171913
2. EASEMENT FOR DRAINAGE OF WATER 3 WIDE & VARIABLE WIDTH CREATED BY DP1171913

Executed by Ebert Developments Pty Ltd (ACN 121 394 367)  
in accordance with s127 Corporations Act 2001:

  
TERENCE GEORGE DAVIDSON  
Sole Director/Secretary

If space is insufficient use additional annexure sheet

WARNING: Creasing of folding will lead to rejection

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)	
Office Use Only			Office Use Only		
Registered:  20/01/2021		<h1>DP1221084</h1>			
PLAN OF SUBDIVISION OF LOT 59 IN DP1181668					
Subdivision Certificate Number: <u>22-2020-1202-1...</u>		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>			
Date of Endorsement: <u>18. December. 2020...</u>					
<p>Mortgagee under Mortgage No. <u>AK86217</u> Signed at <u>Albury</u> this <u>22</u> day of <u>December</u> <u>2020</u> for National Australia Bank Limited ABN 12 004 044 937 by <u>Maxwell Younie</u> its duly appointed Attorney under Power of Attorney No. <u>39</u> Book 4512 Attorney Signature, Level <u>3</u> Attorney  Witness Signature <u>Melissa</u> Witness Name <u>Melissa Phommachanh</u> Witness Address <u>549 Kiara St, Albury NSW</u></p>					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 302979SV00					

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

(Sheet 1 of 7 Sheets)

Plan: **DP1221084**

Plan of Subdivision of Lot 59 in DP1181668 covered by Council's Certificate No. 22-2020-1202-1 Dated 18 December 2020

Full name and address of owner of the land:

Ebert Developments Pty Ltd  
346 Griffith Road  
Lavington NSW 2641

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a` prendre, restriction of 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 drainage of sewage 3 wide	1, 2, 5, 6, 9, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 & 24	Albury City Council
2	Easement for drainage of water 3 wide	6, 7, 8, 23 & 24	Albury City Council
3	Easement for drainage of sewage Variable width	1, 3, 4, 10, 13, 21 & 24	Albury City Council
4	Easement for drainage of sewage 3.5 wide	24	Albury City Council
5	Easement for drainage of water 3.5 wide	24	Albury City Council
6	Easement for Multi-Purpose Electrical Installation 4.2 wide	21	Essential Energy ABN 37 428 185 226
7	Easement for Underground Powerlines 2 wide	24	Essential Energy ABN 37 428 185 226
8	Restriction on use of land	1 to 23 (Inclusive)	Albury City Council
9	Restriction on use of land	1 to 23 (Inclusive)	Every other lot

APPROVED BY THE COUNCIL  
OF CITY OF ALBURY

  
\_\_\_\_\_  
Authorised Officer

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

(Sheet 2 of 7 Sheets)

Plan: **DP1221084**

Plan of Subdivision of Lot 59 in DP1181668  
covered by Council's Certificate No. 22.2020.1202-1  
Dated 18 December 2020

**PART 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a` prendre, restriction of positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for drainage of sewage 3 wide and variable width created by DP1171973	Lot 59 DP1181668	Albury City Council
2	Easement for drainage of water 3 wide and variable width created by DP1171973	Lot 59 DP1181668	Albury City Council

**Part 2 (Terms)**

**1. Terms of Easement for Multi-Purpose Electrical Installation 4.2 wide numbered 6 in the plan:-**

Easement for Multi-Purpose electrical installation the terms of which are set out in Part C Memorandum AG189384

**Name of party empowered to release, vary or modify  
Easement numbered 6 in the plan:**

Essential Energy (ABN 37 428 185 226)

**2. Terms of Easement for Underground Powerlines 2 wide numbered 7 in the plan:-**

Easement for Underground powerlines the terms of which are set out in Part B Memorandum AG189384

**Name of party empowered to release, vary or modify  
Easement numbered 7 in the plan:**

Essential Energy (ABN 37 428 185 226)

**APPROVED BY THE COUNCIL  
OF CITY OF ALBURY**

  
\_\_\_\_\_  
Authorised Officer

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

(Sheet 3 of 7 Sheets)

**Plan: DP1221084**

Plan of Subdivision of Lot 59 in DP1181668  
covered by Council's Certificate No. 22.2020.1202.1  
Dated 18 December 2020

**3. Terms of Restriction on Use of Land numbered 8 in the plan:-**

- (a) No dwelling house is to be erected or allowed to remain erected on the lot burdened unless the floor level of such dwelling house is at a reduced level related to AHD being 500mm above the 1 in 100 year flood level.
- (b) No stormwater is to be drained or allowed to drain from the lot burdened unless it drains to the street.

**Name of person or authority empowered to release, vary or modify  
Restriction on Use of Land numbered 8 in the plan:**

Albury City Council

**4. Terms of Restriction on Use of Land numbered 9 in the plan:-**

- (a) The registered proprietor of the lot burdened shall not use the lot burdened or permit any person to use the lot burdened for any purpose other than for:
  - (i) The construction on it of a detached house; and
  - (ii) The subsequent occupation of the detached house as a single unit private dwelling.
- (b) No detached house shall be erected or be permitted to remain erected on any lot burdened:
  - (i) having external walls or surfaces of any material other than brick, stone, cement, glass or timber or any combination of those materials except that timber may be used in external walls as infill panels providing that it does not exceed 25% of the total area of the external walls;
  - (ii) having a roof of any material other than tiles or non-reflective coloured steel or aluminium sheeting;  
or
  - (iii) which is a kit home or is of a transportable, relocatable or demountable nature
- (c) No garage, garden shed or other structure shall be erected or be permitted to remain erected on any lot burdened without either the prior or concurrent erection of a detached house and any such garage, garden shed or other structure shall not be used at any time for residential accommodation.
- (d) No person shall occupy or permit to be occupied as a dwelling any detached house on the lot burdened unless a driveway or driveways shall have been constructed from the public road or one of the public roads about the lot burdened and unless the driveway shall have been constructed of pavers or of concrete with exposed aggregate or of concrete with a stamped or stencilled surface.

**APPROVED BY THE COUNCIL  
OF CITY OF ALBURY**

  
\_\_\_\_\_  
Authorised Officer

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

(Sheet 4 of 7 Sheets)

Plan: **DP1221084**

Plan of Subdivision of Lot 59 in DP1181668  
covered by Council's Certificate No. *22-2020-1202-1*  
Dated *18 December 2020*

- (e) No fence shall be erected or be permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Ebert Developments Pty Ltd without the prior written consent of Ebert developments Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Ebert Developments Pty Ltd.
- (f) Subject to paragraph (g), no fence shall be erected or be permitted to remain erected on the side boundaries of any lot burdened other than a fence which is constructed of steel posts and rails with non-reflective coloured steel or aluminium sheeting and to a height of 1800mm.
- (g) No fence shall be erected or be permitted to remain erected on the side and front boundaries of any lot burdened in front of the front building line.

**Name of person or authority empowered to release, vary or modify  
Restriction on Use of Land numbered 9 in the plan:**

Ebert Developments Pty Ltd, its successors and assigns until the expiry of four (4) years from the date on which this instrument is registered AND THEREAFTER by the person or persons in whom the legal estate in fee simple is vested in the land in the deposited plan (other than streets or public places) having a common boundary with the lot burdened PROVIDED that any release, variation or modification shall, if approved, be made and done in all respects at the cost and expense of the person requesting such release, variation or modification

APPROVED BY THE COUNCIL  
OF CITY OF ALBURY

  
\_\_\_\_\_  
Authorised Officer

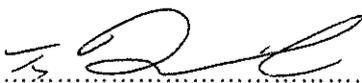
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LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919**

(Sheet 5 of 7 Sheets)

Plan: **DP1221084**

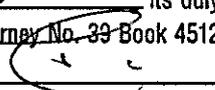
Plan of Subdivision of Lot 59 in DP1181668  
covered by Council's Certificate No. 22-2020-1202-1  
Dated 18 December 2020

Executed by **EBERT DEVELOPMENTS PTY LTD** (ACN 121 394 367)  
In accordance with s127 Corporations Act 2001:

  
.....  
TERENCE GEORGE DAVIDSON

Sole Director / Secretary

**Mortgagee Consent**

Mortgagee under Mortgage No. AK86217  
Signed at Albury this 22 day of December  
2020 for National Australia Bank Limited ABN 12 004 044 937  
by Maxwell Younie its duly  
appointed Attorney under Power of Attorney No. 39 Book 4512  
Attorney Signature, Level 3 Attorney   
Witness Signature Melissa  
Witness Name Melissa Phommachanh  
Witness Address 549 Kiewa St, Albury NSW

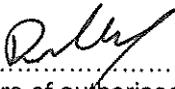
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A` PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919**

(Sheet 6 of 7 Sheets)

Plan: **DP1221084**

Plan of Subdivision of Lot 59 in DP1181668  
covered by Council's Certificate No. 22-2020-1202-1  
Dated 18 December 2020

**ALBURY CITY COUNCIL** by its authorised delegate named below pursuant to s.377 Local  
Government  
Act 1919

  
.....  
Signature of authorised officer

David Christy  
Name of authorised officer (Print)  
Service Leader City Development

Service Leader City Development  
Authority of officer (Print)  
Signing on behalf of: ALBURY CITY COUNCIL

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

  
.....  
Signature of Witness

Karon Jean Gogoll  
Name of Witness (Print)

553 Kiewa Street Albury  
Address of Witness (Print)

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

(Sheet 7 of 7 Sheets)

Plan: **DP1221084**

Plan of Subdivision of Lot 59 in DP1181668  
covered by Council's Certificate No. 22.2020.1202.1  
Dated 18 December 2020

**EXECUTED BY ESSENTIAL ENERGY**  
by its duly appointed attorney under power of attorney  
Book 4745 No.85 in the presence of:

  
.....  
Signature of Witness

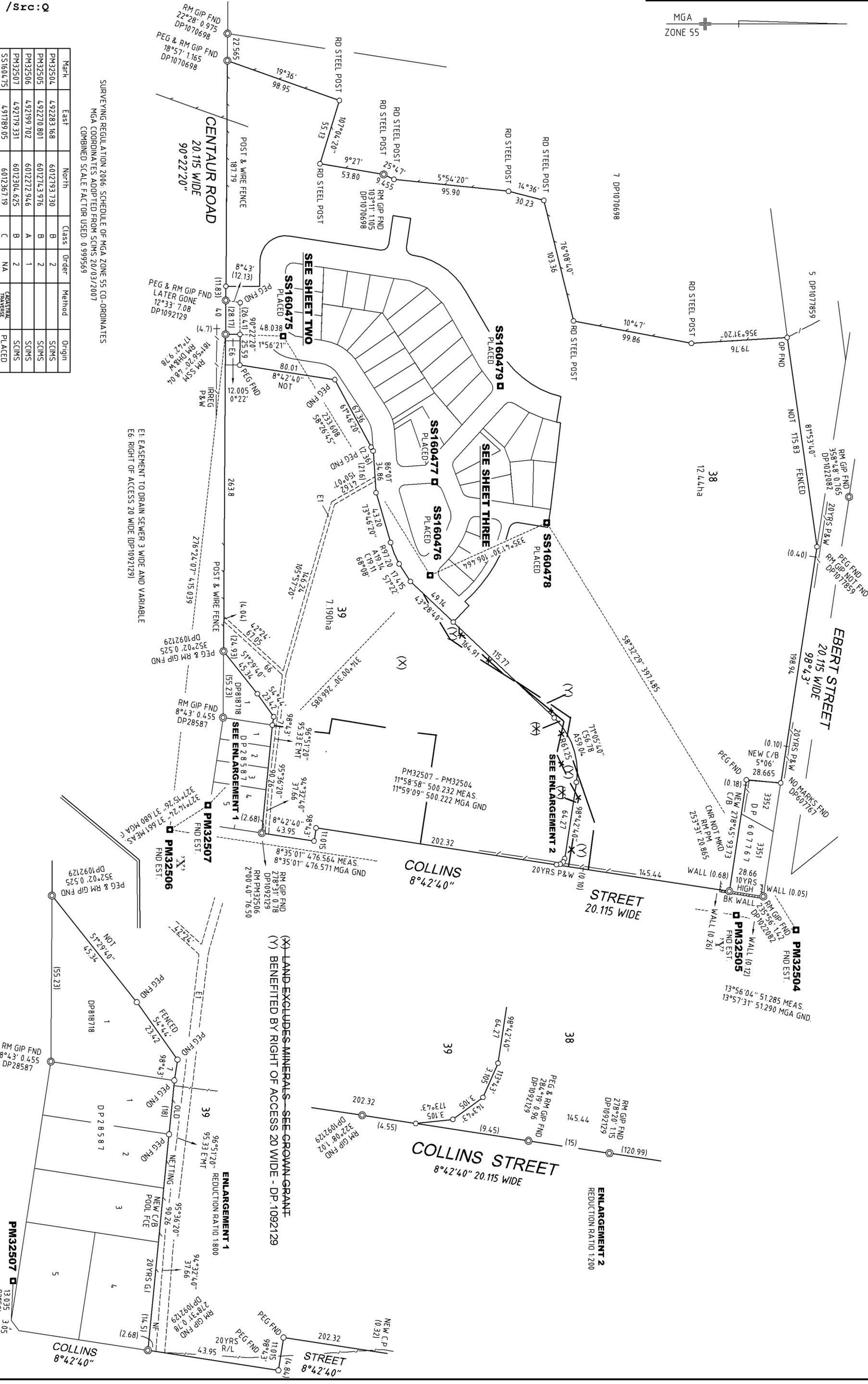
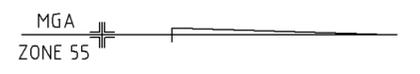
  
.....  
Signature of attorney

*Melinda White*  
.....  
Name of Witness (Print)

*Martin English, Head of Legal*  
.....  
Name and title of attorney

*8 Butler St, BA Macquarie*  
.....  
Address of Witness (Print)

REGISTERED		20/01/2021
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Mark	East	North	Class	Order	Method	Origin
PM32504	4.92283168	6012793.730	B	2		SCIMS
PM32505	4.92270.801	6012763.976	B	2		SCIMS
PM32506	4.92199.702	6012272.946	A	1		SCIMS
PM32507	4.92179.331	6012304.625	B	2		SCIMS
SS160475	4.91789.05	6012367.19	C	NA	CADASTRAL TRAVERSE	PLACED
SS160476	4.91988.04	6012489.39	C	NA	CADASTRAL TRAVERSE	PLACED
SS160477	4.91910.24	6012493.20	C	NA	CADASTRAL TRAVERSE	PLACED
SS160478	4.91944.23	6012586.37	C	NA	CADASTRAL TRAVERSE	PLACED
SS160479	4.91830.61	6012544.733	C	NA	CADASTRAL TRAVERSE	PLACED

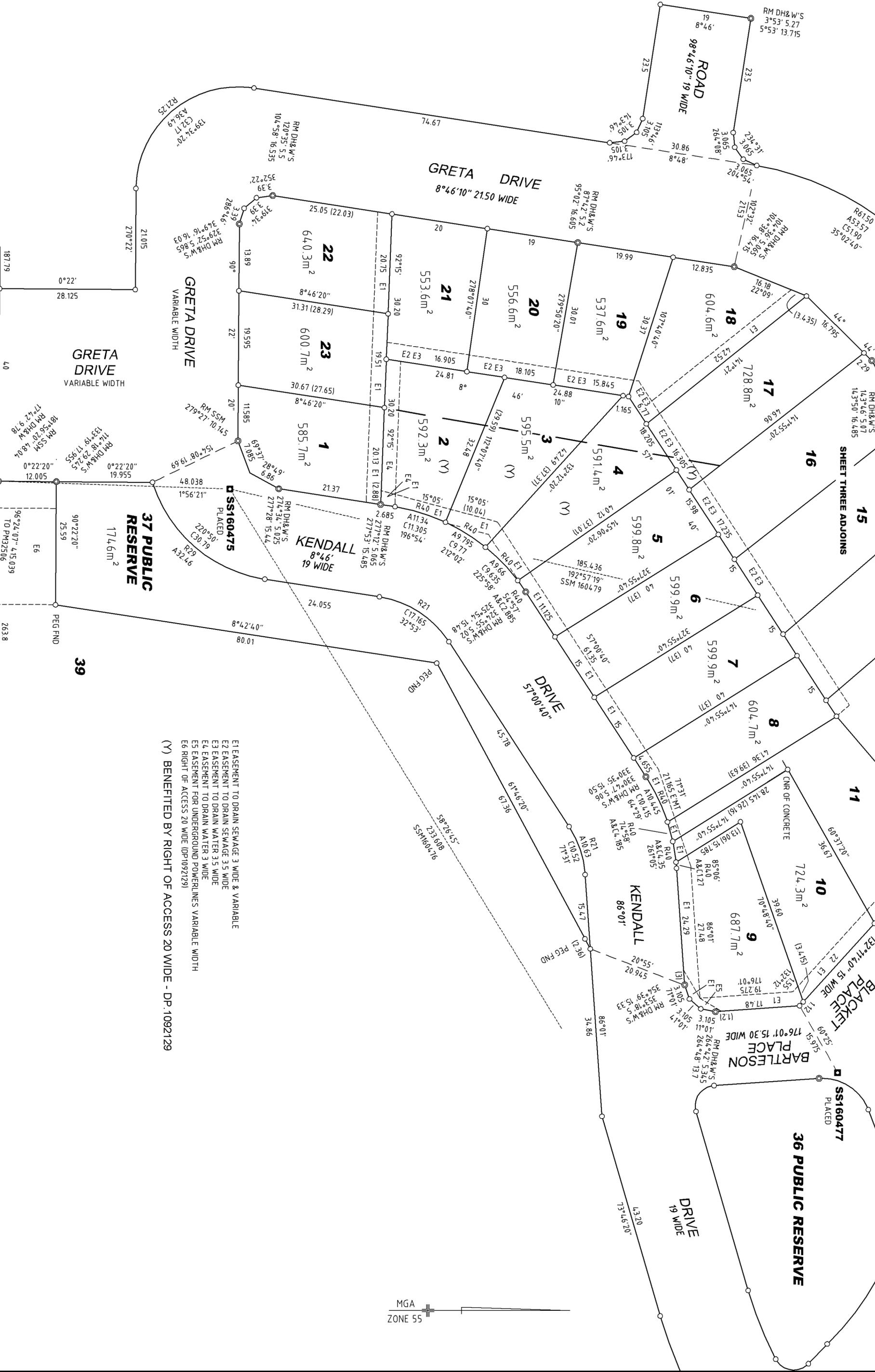
SURVEYING REGULATION 2006: SCHEDULE OF MGA ZONE 55 CO-ORDINATES  
 MGA COORDINATES ADOPTED FROM SCIMS 20/03/2007  
 COMBINED SCALE FACTOR USED: 0.999569

Surveyor: Bruce Donald Walpole  
 Date of Survey: 20/3/2007  
 Surveyor's Ref: 6545  
 2008MT1001134.31 Survey

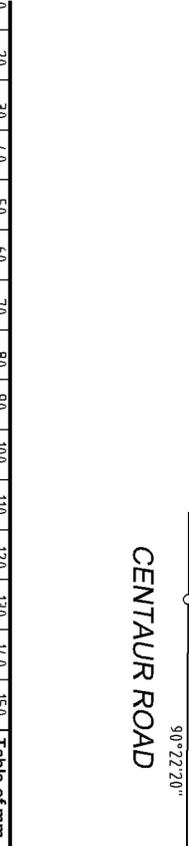
PLAN OF SUBDIVISION OF  
 LOTS 1 & 2 DP:1092129  
 LOT 4 DP:1077859  
 LOT 11 DP:578607

LGA: ALBURY  
 Locality: HAMILTON VALLEY  
 Subdivision No: 4268  
 Lengths are in metres. Reduction ratio 1: 2000

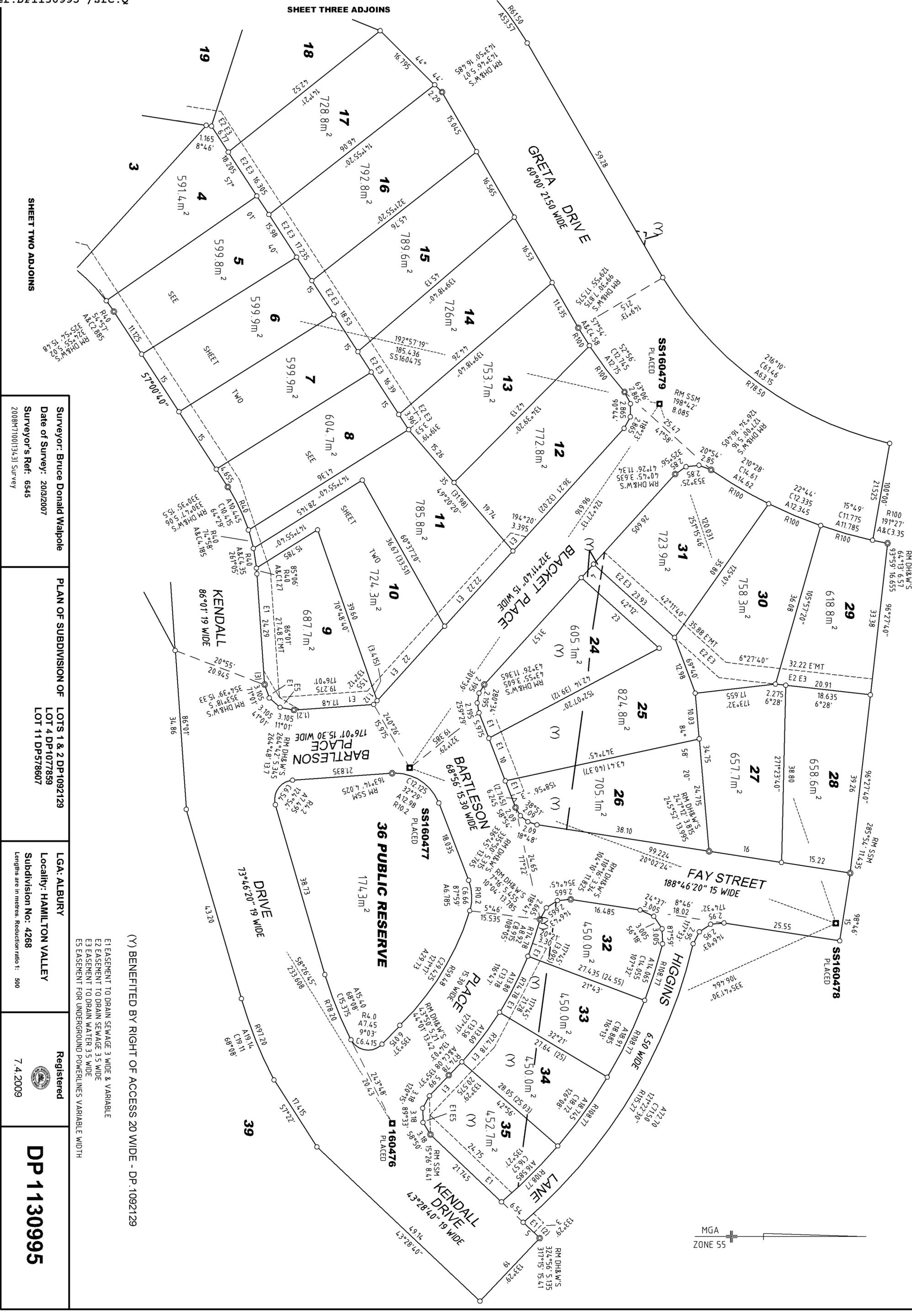
Registered  
 7.4.2009  
**DP 1130995**



E1 EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE  
 E2 EASEMENT TO DRAIN SEWAGE 3.5 WIDE  
 E3 EASEMENT TO DRAIN WATER 3.5 WIDE  
 E4 EASEMENT TO DRAIN WATER 3 WIDE  
 E5 EASEMENT FOR UNDERGROUND POWERLINES VARIABLE WIDTH  
 E6 RIGHT OF ACCESS 20 WIDE (DP:1092129)  
 (Y) BENEFITED BY RIGHT OF ACCESS 20 WIDE - DP:1092129



Surveyor: Bruce Donald Walpole Date of Survey: 20/3/2007 Surveyor's Ref: 6545 2008M7100(1343) Survey	PLAN OF SUBDIVISION OF LOTS 1 & 2 DP:1092129 LOT 4 DP:1077859 LOT 11 DP:578607	LGA: ALBURY Locality: HAMILTON VALLEY Subdivision No: 4268 Lengths are in metres. Reduction ratio: 1: 500	Registered 7.4.2009	DP 1130995
---	---	--	------------------------	------------



(Y) BENEFITED BY RIGHT OF ACCESS 20 WIDE - DP.1092129

- E1 EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE
- E2 EASEMENT TO DRAIN SEWAGE 3.5 WIDE
- E3 EASEMENT TO DRAIN WATER 3.5 WIDE
- E5 EASEMENT FOR UNDERGROUND POWERLINES VARIABLE WIDTH

0 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: Bruce Donald Walpole  
Date of Survey: 20/3/2007  
Surveyor's Ref: 6545  
2008M710013431 Survey

PLAN OF SUBDIVISION OF LOTS 1 & 2 DP.1092129  
LOT 4 DP.1077859  
LOT 11 DP.578607

LGA: ALBURY  
Locality: HAMILTON VALLEY  
Subdivision No: 4268  
Lengths are in metres. Reduction ratio: 1: 500

Registered  
7.4.2009

DP 1130995

SHEET TWO ADJOINS

SHEET THREE ADJOINS

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 2 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. Easement to drain sewage 3 wide & variable
2. Easement to drain sewage 3.5 wide
3. Easement to drain water 3.5 wide
4. Easement to drain water 3 wide
5. Easement for underground powerlines variable width
6. Restriction on the use of land
7. Restriction on the use of land
8. Restriction on the use of land
9. Restriction on the use of land

It is intended to dedicate Greta Drive and Kendall Drive and Bartleson Place and Blackett Place and Higgins Lane and Fay Street and Road 19 wide to the public as public road.

It is intended to dedicate lot 36 & 37 as public reserve

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

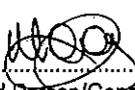
**Crown Lands NSW/Western Lands Office Approval**

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: ALBURY CITY COUNCIL  
 Date of Endorsement: 13 FEBRUARY 2009  
 Accreditation no: .....  
 Subdivision Certificate no: 4268  
 File no: PF 12565/29432

\* Delete whichever is inapplicable.

**DP1130995**

Registered:  7.4.2009  
 Title System: TORRENS  
 Purpose: SUBDIVISION

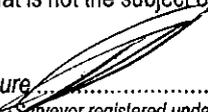
**PLAN OF SUBDIVISION OF LOT 4 IN DP1077859 and LOTS 1 & 2 IN DP1092129 and LOT 11 IN DP578607.**

LGA: ALBURY  
 Locality: HAMILTON VALLEY  
 Parish: ALBURY  
 County: GOULBURN

Surveying Regulation, 2006

I, Bruce Donald Walpole  
 Of 418 Wilson Street, Albury NSW 2640  
 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: 20/3/2007

The survey relates to lots 1-39.....  
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature:  Dated: 20/3/2008  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: X-Y  
 Type: Urban

Plans used in the preparation of survey/compilation  
 DP1092129, DP1077859, 1070698, DP1052570,  
 DP1022082, DP827194, DP101734, DP607767,  
 DP578607

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

SURVEYOR'S REFERENCE: 6545 2008M7100(1343) Survey

\* OFFICE USE ONLY

ePlan

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

(Sheet 1 of 6 Sheets)

Plan: Plan of Subdivision of Lot 2 DP 1092129, Lot 4 DP 1077859, Lot 11 DP 578607 and Lot 1 DP 1092129 covered by Subdivision Certificate No. **4268**

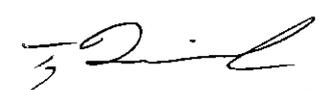
**DP1130995**

Full name and address of proprietor of the land (Lot 2 DP 1092129, Lot 4 DP 1077859 and Lot 11 DP 578607): **EBERT DEVELOPMENTS PTY LTD**  
**ACN 121 394 367**  
C/- 364 Griffith Road  
Lavington NSW 2641

Full name and address of proprietor of the land (Lot 1 DP 1092129): **ALBURY CITY COUNCIL**  
**ABN 92 965 474 349**  
553 Kiewa Street  
Albury NSW 2640

**Part 1 (Creation)**

Number of Item shown in the Intention panel on the plan	Identify of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain sewage 3 wide and variable	1-12, 18, 22-26, 32-35, 38, 39	Albury City Council
2	Easement to drain sewage 3.5 wide	13-21, 29-31	Albury City Council
3	Easement to drain water 3.5 wide	13-21, 29-31	Albury City Council
4	Easement to drain water 3 wide	2	Albury City Council
5	Easement for underground powerlines variable width	9, 35	Country Energy ABN 37 428 185 226
6	Restriction on the use of land	Each lot excepting Lots 36, 37 and 39	Every other lot

  
  
WSE X 


ePlan

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

(Sheet 2 of 6 Sheets)

Plan: Plan of Subdivision of Lot 2 DP 1092129, Lot 4 DP 1077859, Lot 11 DP 578607 and Lot 1 DP 1092129 covered by Subdivision Certificate No. **4268**

7	Restriction on the use of land	10, 11 & 25	Albury City Council
8	Restriction on the use of land	32, 33, 34 & 35	Albury City Council
9	Restriction on the use of land	9, 24 & 26	Albury City Council

**PART 2**

**1. Terms of easement for underground powerlines variable width numbered 5 in the plan**

Easement for underground powerlines the terms of which are set out in Part B of Memorandum AA26009 as registered at LPI.

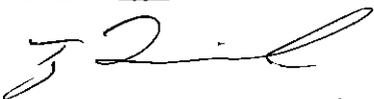
**2. Terms of Restriction on the use of land numbered 6 in the plan**

(a) The registered proprietor of the lot burdened shall not use the lot burdened or permit any person to use the lot burdened for any purpose other than for:

- (i) the construction on it of a detached house; and
- (ii) the subsequent occupation of the detached house as a single unit private dwelling.

(b) No detached house shall be erected or be permitted to remain erected on any lot burdened :

- (i) having external walls or surfaces of any material other than brick, stone, cement, glass or timber, or any combination of those materials except that timber may be used in external walls as infill panels providing that it does not exceed 25% of the total area of the external walls;
- (ii) having a roof of any material other than tiles or non reflective coloured steel or aluminium sheeting; or
- (iii) which is a kit home or is of a transportable,



WBC X 



ePlan

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

(Sheet 3 of 6 Sheets)

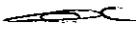
Plan: Plan of Subdivision of Lot 2 DP 1092129, Lot 4 DP 1077859, Lot 11 DP 578607 and Lot 1 DP 1092129 covered by Subdivision Certificate No. **4268**

relocatable or demountable nature.

- (c) No garage, garden shed or other structure shall be erected or be permitted to remain erected on any lot burdened without either the prior or concurrent erection of a detached house and any such garage, garden shed or other structure shall not be used at any time for residential accommodation.
- (d) No person shall occupy or permit to be occupied as a dwelling any detached house on the lot burdened unless a driveway or driveways shall have been constructed from the public road or one of the public roads which about the lot burdened and unless the driveway shall have been constructed of pavers or of concrete with exposed aggregate or of concrete with a stamped or stencilled surface.
- (e) No fence shall be erected or be permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Ebert Developments Pty Ltd without the prior written consent of Ebert Developments Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Ebert Developments Pty Ltd.
- (f) Subject to paragraph (g), no fence shall be erected or be permitted to remain erected on the side and rear boundaries of any lot burdened other than a fence which is constructed of steel posts and rails with non reflective coloured steel or aluminium sheeting and to a height of 1800 mm.
- (g) No fence shall be erected or be permitted to remain erected on the side and front boundaries of any lot burdened in front of the front building line.

Name of person or authority empowered to release vary or modify the restriction on the use of land numbered 6 in the Plan:

Ebert Developments Pty Ltd, its successors and assigns until the expiry of four (4) years from the date on which this instrument is registered AND THEREAFTER by the person or persons in whom the legal estate in fee simple is vested in the land in the deposited plan (other than streets or public places) having a common boundary with the lot burdened PROVIDED that any release variation or modification shall, if approved,

  
  
L.S.L. X 



ePlan

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

(Sheet 4 of 6 Sheets)

Plan: Plan of Subdivision of Lot 2 DP 1092129, Lot 4 DP 1077859, Lot 11 DP 578607 and Lot 1 DP 1092129 covered by Subdivision Certificate No. **4268**

be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

**3. Terms of Restriction on the use of land numbered 7 in the plan**

No vehicular access is permitted across the front boundary of the lot burdened.

Name of person or authority empowered to release vary or modify the restriction on the use of land numbered 7 in the Plan:

Albury City Council

**4. Terms of Restriction on the use of land numbered 8 in the plan**

No vehicular access is permitted to or from the lot burdened other than to or from Higgins Lane, Hamilton Valley.

Name of person or authority empowered to release vary or modify the restriction on the use of land numbered 8 in the Plan:

Albury City Council

**5. Full terms of Restriction on the use of land numbered 9 in the plan**

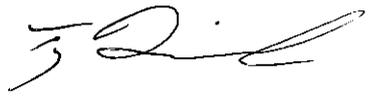
No vehicular access is permitted to or from the lot burdened other than at a location which is furthest from Lot 36 (Public Reserve).

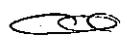
Name of person or authority empowered to release vary or modify the restriction on the use of land numbered 9 in the Plan:

Albury City Council



C:\Documents and Settings\BruceW\Local Settings\Temporary Internet Files\OLK149\S88B Instrument.doc



WJC X 



ePlan

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

(Sheet 5 of 6 Sheets)

Plan: Plan of Subdivision of Lot 2 DP 1092129, Lot 4 DP 1077859, Lot 11 DP 578607 and Lot 1 DP 1092129 covered by Subdivision Certificate No. **4268**

**EXECUTED** by **EBERT DEVELOPMENTS PTY LTD ACN 121 394 367** by being signed by those persons who are authorised to sign for the company:

  
.....  
Signature of authorised person

CARRY CHRISTOPHER ZAUNER  
.....  
Print Name of authorised person

DIRECTOR  
.....  
Office held

  
.....  
Signature of authorised person

TERENCE GEORGE DAVIDSON  
.....  
Print Name of authorised person

DIRECTOR / SECRETARY  
.....  
Office held

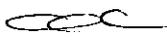
**THE SEAL** of **ALBURY CITY COUNCIL ABN 92 965 474 349** was affixed in accordance with *Reg 400 Local Government (General) Regulation 2005* and witnessed by the following persons:



  
.....  
Patricia Ann Gould OAM  
Mayor

  
.....  
Leslie George Tomich  
General Manager

  
.....  
Albury City Council  
Authorised Person

wbc x 



ePlan

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

(Sheet 6 of 6 Sheets)

Plan:  
**DP1130995**

Plan of Subdivision of Lot 2 DP 1092129, Lot 4 DP 1077859, Lot 11 DP 578607 and Lot 1 DP 1092129 covered by Subdivision Certificate No. **4268**

**MORTGAGEE EXECUTION:**

I certify that the attorney for the DP1130995 with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: *DM*  
Name of witness : Diana Miles  
Address of witness : 360 Collins Street  
Melbourne Vic

Certified correct for the purposes of the Real Property Act 1900 by the DP1130995  
SIGNED by Christine Gibson as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332

*[Signature]*  
.....  
(Signature) Tier Three Attorney  
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

REGISTERED  7.4.2009

*[Signature]*

*[Signature]*

*[Signature]*

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 4 IN DP1077859 and  
 LOTS 1 & 2 IN DP1092129 and LOT 11 IN DP578607

**DP1130995**

Registered:



7.4.2009

Subdivision Certificate No: **4268**

Date of Endorsement: **13 FEBRUARY 2009**

EXECUTED by **EBERT DEVELOPMENTS PTY LTD ACN 121 394 367** by being signed by those persons who are authorised to sign for the company:

*[Signature]*

Signature of authorised person

GARRY CHRISTOPHER ZAUNER

Print Name of authorised person

DIRECTOR

Office held

*[Signature]*

Signature of authorised person

TERENCE GEORGE DAVIDSON

Print Name of authorised person

DIRECTOR / SECRETARY

Office held

THE SEAL OF CITY OF ALBURY WAS  
 HEREUNTO AFFIXED IN THIS PRESENCE OF

Mayor *[Signature]*  
PATRICIA ANN GOULD

General Manager *[Signature]*  
LESLIE GEORGE TOMICH



I certify that the attorney for the ... with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

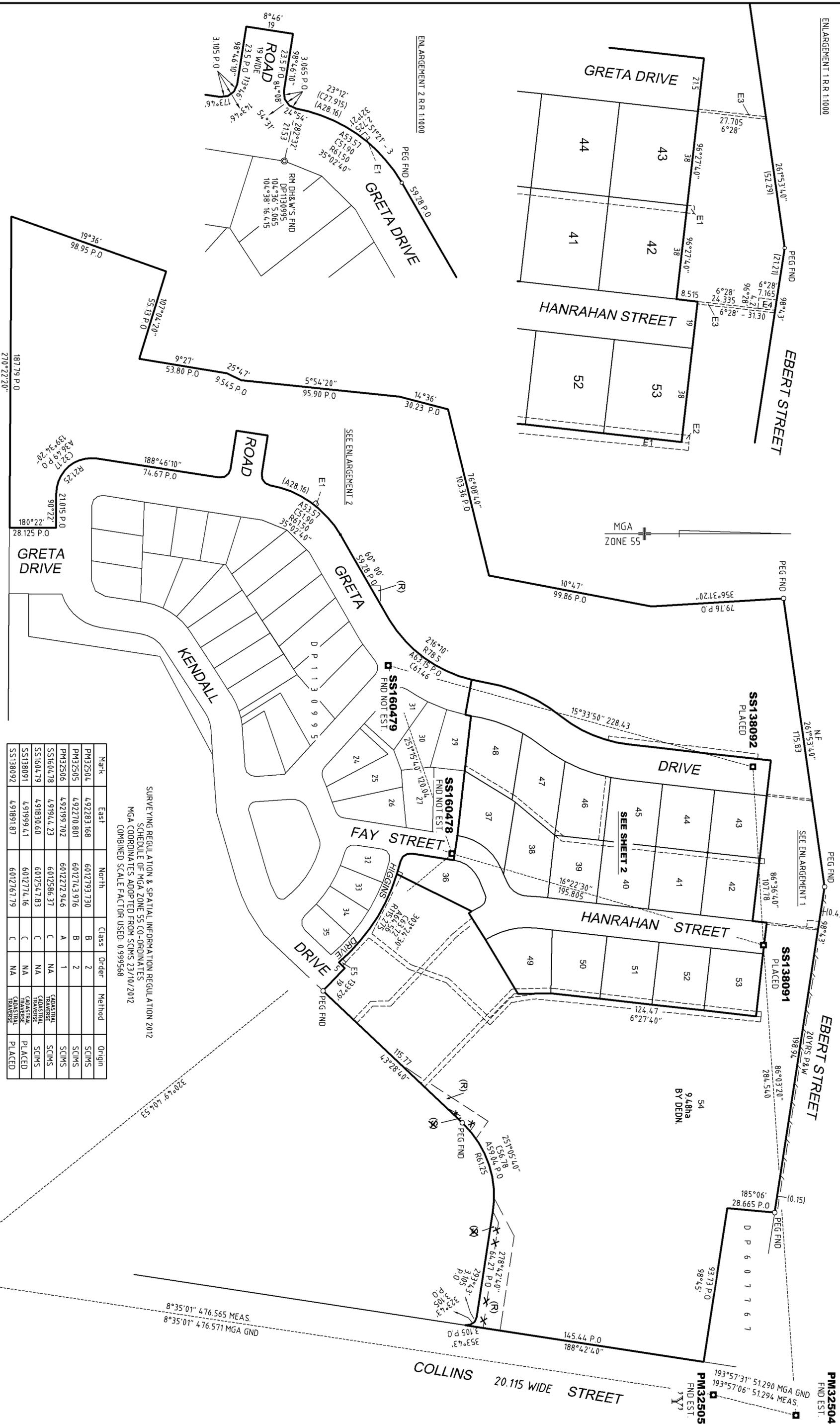
Signature of witness: *[Signature]*

Name of witness : Darren Miles  
 Address of witness : 360 Collins Street  
Melbourne Vic

Certified correct for the purposes of the Real Property Act 1900 by the ...  
 SIGNED by *[Signature]* as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332

*[Signature]*  
 (Signature) Tier Three Attorney  
 By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

\* OFFICE USE ONLY



Mark	East	North	Class	Order	Method	Origin
PM32504	492283.168	6012793.730	B	2	SCIMS	SCIMS
PM32505	492270.801	6012743.976	B	2	SCIMS	SCIMS
PM32506	492199.702	6012272.946	A	1	SCIMS	SCIMS
SS160478	491944.23	6012586.37	C	NA	CADASTRAL TRAVERSE	SCIMS
SS160479	491830.60	6012547.83	C	NA	CADASTRAL TRAVERSE	SCIMS
SS138091	491999.41	6012774.16	C	NA	CADASTRAL TRAVERSE	PLACED
SS138092	491891.87	6012767.79	C	NA	CADASTRAL TRAVERSE	PLACED

SURVEYING REGULATION & SPATIAL INFORMATION REGULATION 2012  
 SCHEDULE OF MGA ZONE 55 CO-ORDINATES  
 MGA COORDINATES ADOPTED FROM SCIMS 23/10/2012  
 COMBINED SCALE FACTOR USED: 0.999568

(R) BENEFITED BY RIGHT OF ACCESS 20 WIDE - DP1092129  
 (S) LAND EXCLUDES MINERALS - SEE GROWN GRANT

E1 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE AND VARIABLE  
 E3 EASEMENT FOR UNDERGROUND POWERLINES 1 WIDE  
 E4 EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE  
 E5 EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE (DP1130995)  
 BALANCE DIMENSIONS FOR LOT 54 DERIVED FROM DP1130995

Surveyor: Bruce Donald Walpole  
 Date of Survey: 23/10/2012  
 Surveyor's Ref: 11328

PLAN OF SUBDIVISION OF LOT 38 IN DP1130995

LGA: ALBURY  
 Locality: HAMILTON VALLEY  
 Subdivision No: 4529  
 Lengths are in metres. Reduction ratio: 1:1500

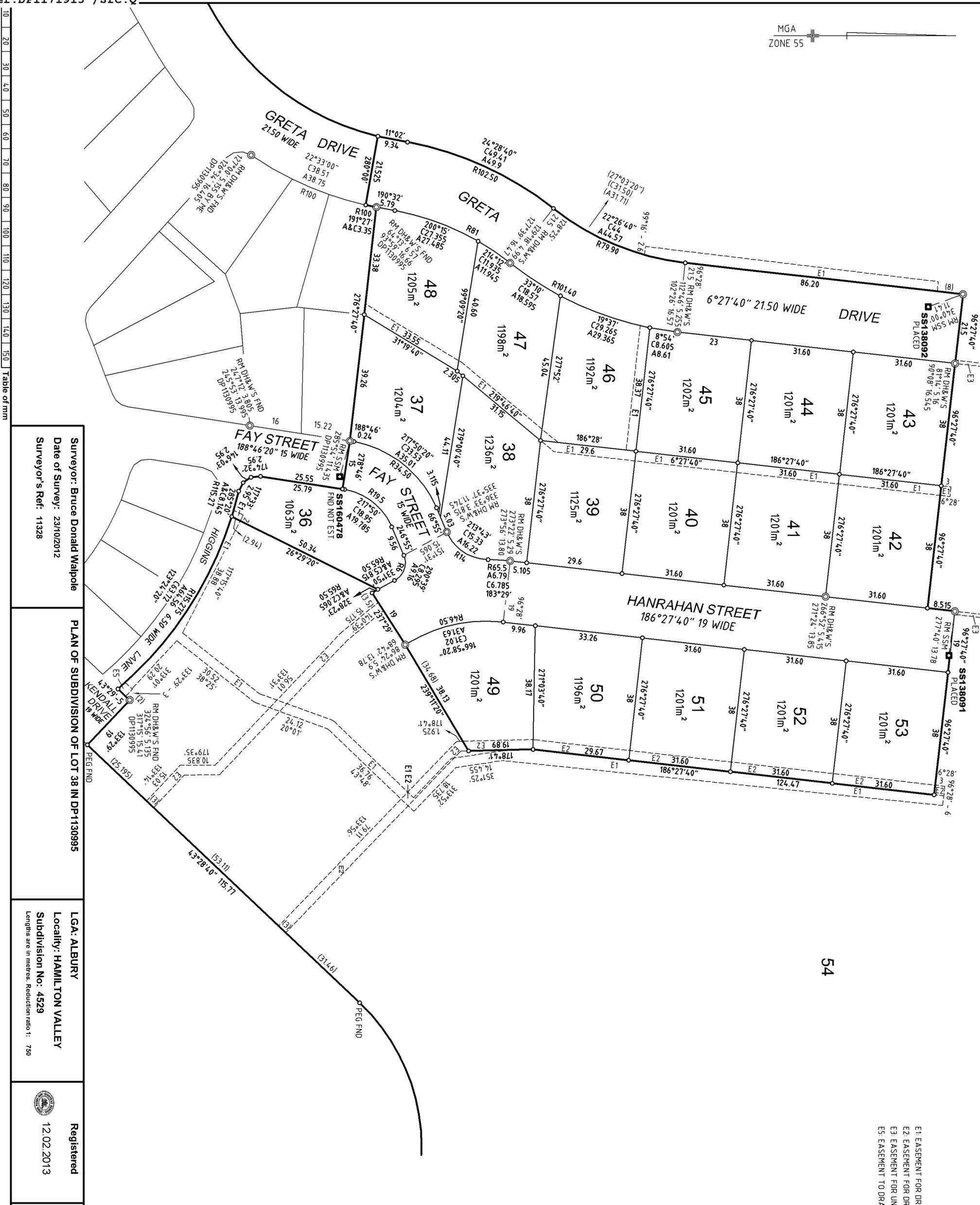
Registered  
 12.02.2013

DP 1171913

DESIGNATION AND NOTATION (S) REMOVED VIDE 2014-1609

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

MGA  
 ZONE 55



54

E1 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE AND VARIABLE  
 E2 EASEMENT FOR DRAINAGE OF WATER 3 WIDE AND VARIABLE  
 E3 EASEMENT FOR UNDERGROUND POWERLINES 1 WIDE  
 E5 EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE (DP1130995)

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

Surveyor: Bruce Donald Walpole  
 Date of Survey: 23/10/2012  
 Surveyor's Ref: 11328

PLAN OF SUBDIVISION OF LOT 38 IN DP1130995

LGA: ALBURY  
 Locality: HAMILTON VALLEY  
 Subdivision No: 4529  
 Lengths are in metres. Reduction ratio 1: 750

Registered  
 12.02.2013

DP 1171913

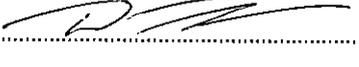
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  12.02.2013 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">DP1171913</h1>
<b>PLAN OF SUBDIVISION                  OF LOT 38 IN DP1130995</b>	LGA: ALBURY Locality: <del>LIVINGSTON</del> HAMILTON VALLEY Parish: ALBURY County: GOULBURN
Crown Lands NSW/Western Lands Office Approval I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	<h3 style="text-align: center;">Survey Certificate</h3> I, Bruce Donald Walpole ..... of 418 Wilson Street Albury NSW 2640 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on ..... *(b) The part of the land shown in the plan (*being/ <del>excluding</del> <sup>^</sup> Lots 36-53 inclusive) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 23/10/2012 the part not surveyed was compiled in accordance with that Regulation. <del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del> Signature: ..... Dated: 18/12/2012 Surveyor ID: 7915..... Datum Line: 'X' - 'Y'..... Type: *Urban/ <del>Rural</del> The terrain is *Level-Undulating / <del>Steep</del> -Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<h3 style="text-align: center;">Subdivision Certificate</h3> I, <u>WARREN JENKINSON</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. Signature:  Accreditation number: ..... Consent Authority: Albury City Council ..... Date of endorsement: <u>18 DECEMBER 2012</u> ..... Subdivision Certificate number: <u>4529</u> ..... File number: <u>AF12/02304</u> ..... *Strike through if inapplicable.	Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE FAY STREET AND GRETA DRIVE AND HANRAHAN STREET TO THE PUBLIC AS PUBLIC ROAD Plans used in the preparation of survey/compilation. DP1130995 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 11328

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  12.02.2013</p> <p>PLAN OF SUBDIVISION OF LOT 38 IN DP1130995</p> <p>Subdivision Certificate number: .....4529.....</p> <p>Date of Endorsement: .....18 DECEMBER 2012.....</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1171913</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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Pursuant to section 88B of the *Conveyancing Act 1919*, it is intended to create:

1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE AND VARIABLE
2. EASEMENT FOR DRAINAGE OF WATER 3 WIDE AND VARIABLE
3. EASEMENT FOR UNDERGROUND POWERLINES 1 WIDE
4. EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
5. RESTRICTION ON USE OF LAND

Executed by EBERT DEVELOPMENTS PTY LTD (ACN 121 394 367) by being signed by persons who are authorised to sign for the company.



Signature of authorised person

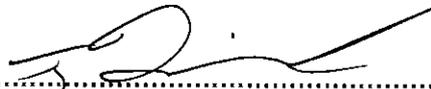
G.C. Famer

Name of authorised person:

Director

Office held: Director

Garry Christopher Famer



Signature of authorised person

TERENCE GEORGE DAVIDSON

Name of authorised person:

Director / Secretary

Office held: Director

X. MORTGAGEE

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See # below]

Signature of witness:



Name of witness:

Denise Joy Britt

Address of witness: 360 Collins Street  
Melbourne VIC

\*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

If space is insufficient use additional annexure sheet

Certified correct for the purposes of the Real Property Act 1900 by the MORTGAGEE  
SIGNED by ....**Bronwyn Morgan**... as attorney for Westpac Banking Corporation under power of attorney registered Book #299 no. 332



(Signature)

Tier Three Attorney

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney

Surveyor's Reference: 11328

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  12.02.2013</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;"><b>DP1171913</b></p>
<p><b>PLAN OF SUBDIVISION OF LOT 38 IN DP1130995</b></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate number: 4529 .....</p> <p>Date of Endorsement: 18 December 2012.....</p>	

LOT	Street Number	Street Name	Street Type	Locality
36	14	Fay	Street	Hamilton Valley
37	17	Fay	Street	Hamilton Valley
38	23	Hanrahan	Street	Hamilton Valley
39	27	Hanrahan	Street	Hamilton Valley
40	33	Hanrahan	Street	Hamilton Valley
41	39	Hanrahan	Street	Hamilton Valley
42	47	Hanrahan	Street	Hamilton Valley
43	112	Greta	Drive	Hamilton Valley
44	106	Greta	Drive	Hamilton Valley
45	100	Greta	Drive	Hamilton Valley
46	94	Greta	Drive	Hamilton Valley
47	88	Greta	Drive	Hamilton Valley
48	82	Greta	Drive	Hamilton Valley
49	22	Hanrahan	Street	Hamilton Valley
50	30	Hanrahan	Street	Hamilton Valley
51	36	Hanrahan	Street	Hamilton Valley
52	42	Hanrahan	Street	Hamilton Valley
53	48	Hanrahan	Street	Hamilton Valley
54	N/A	N/A	N/A	Hamilton Valley

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11328

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

(Sheet 1 of 4 Sheets)

Plan: **DP1171913** Plan of Subdivision of Lot 38 DP 1130995 covered by Subdivision Certificate No. 4529

Full name and address of proprietor of the land: **Ebert Developments Pty Ltd**  
**ACN 121 394 367**  
364 Griffith Road  
Lavington NSW 2641

Full name and address of mortgagee of the land: **Westpac Banking Corporation**  
**ACN 007 457 141**

**Part 1 (Creation)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Easement for drainage of sewage 3 wide and variable	36, 39-42, 46-48 and 54	Albury City Council
2	Easement for drainage of water 3 wide and variable	49-54	Albury City Council
3	Easement for underground powerlines 1 wide	54	Essential Energy
4	Easement for multi-purpose electrical installation 4.2 wide	54	Essential Energy
5	Restriction on the use of land	Each lot	Every other lot

**PART 2**

**1. Terms of Easement for underground powerlines 1 wide numbered 3 in the plan**

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



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

(Sheet 2 of 4 Sheets)

Plan: **DP1171913** Plan of Subdivision of Lot 38 DP 1130995 covered by Subdivision Certificate No. 4529

**2. Terms of Easement for multi-purpose electrical installation 4.2 wide numbered 4 in the plan**

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

**3. Terms of Restriction on the use of land numbered 5 in the plan**

(a) The registered proprietor of the lot burdened shall not use the lot burdened or permit any person to use the lot burdened for any purpose other than for:

- (i) the construction on it of a detached house; and
- (ii) the subsequent occupation of the detached house as a single unit private dwelling.

(b) No detached house shall be erected or be permitted to remain erected on any lot burdened :

- (i) having external walls or surfaces of any material other than brick, stone, cement, glass or timber, or any combination of those materials except that timber may be used in external walls as infill panels providing that it does not exceed 25% of the total area of the external walls;
- (ii) having a roof of any material other than tiles or non-reflective coloured steel or aluminium sheeting; or
- (iii) which is a kit home or is of a transportable, relocatable or demountable nature.

(c) No garage, garden shed or other structure shall be erected or be permitted to remain erected on any lot burdened without either the prior or concurrent erection of a detached house and any such garage, garden shed or other structure shall not be used at any time for residential accommodation.

(d) No person shall occupy or permit to be occupied as a dwelling any detached house on the lot burdened unless a driveway or driveways shall have been constructed from the



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

(Sheet 3 of 4 Sheets)

Plan: **DP1171913** Plan of Subdivision of Lot 38 DP 1130995 covered by Subdivision Certificate No. 4529

public road or one of the public roads which abut the lot burdened and unless the driveway shall have been constructed of pavers or of concrete with exposed aggregate or of concrete with a stamped or stencilled surface.

- (e) No fence shall be erected or be permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Ebert Developments Pty Ltd without the prior written consent of Ebert Developments Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Ebert Developments Pty Ltd.
- (f) Subject to paragraph (g), no fence shall be erected or be permitted to remain erected on the side and rear boundaries of any lot burdened other than a fence which is constructed of steel posts and rails with non reflective coloured steel or aluminium sheeting and to a height of 1800 mm.
- (g) No fence shall be erected or be permitted to remain erected on the side and front boundaries of any lot burdened in front of the front building line.

Name of person or authority empowered to release vary or modify the restriction on the use of land numbered 5 in the Plan:

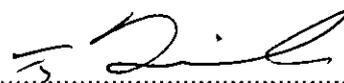
Ebert Developments Pty Ltd, its successors and assigns until the expiry of four (4) years from the date on which this instrument is registered AND THEREAFTER by the person or persons in whom the legal estate in fee simple is vested in the land in the deposited plan (other than streets or public places) having a common boundary with the lot burdened PROVIDED that any release variation or modification shall, if approved, be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

**EXECUTED** by **EBERT DEVELOPMENTS PTY LTD ACN 121 394 367** by being signed by those persons who are authorised to sign for the company:



.....  
Garry Christopher Zauner  
Director

EBER-PL\_111007\_001.doc



.....  
Terence George Davidson  
Director/Secretary

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

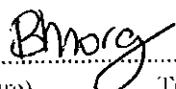
(Sheet 4 of 4 Sheets)

Plan: **DP1171913**

Plan of Subdivision of Lot 38 DP 1130995 covered by Subdivision Certificate No. 4529

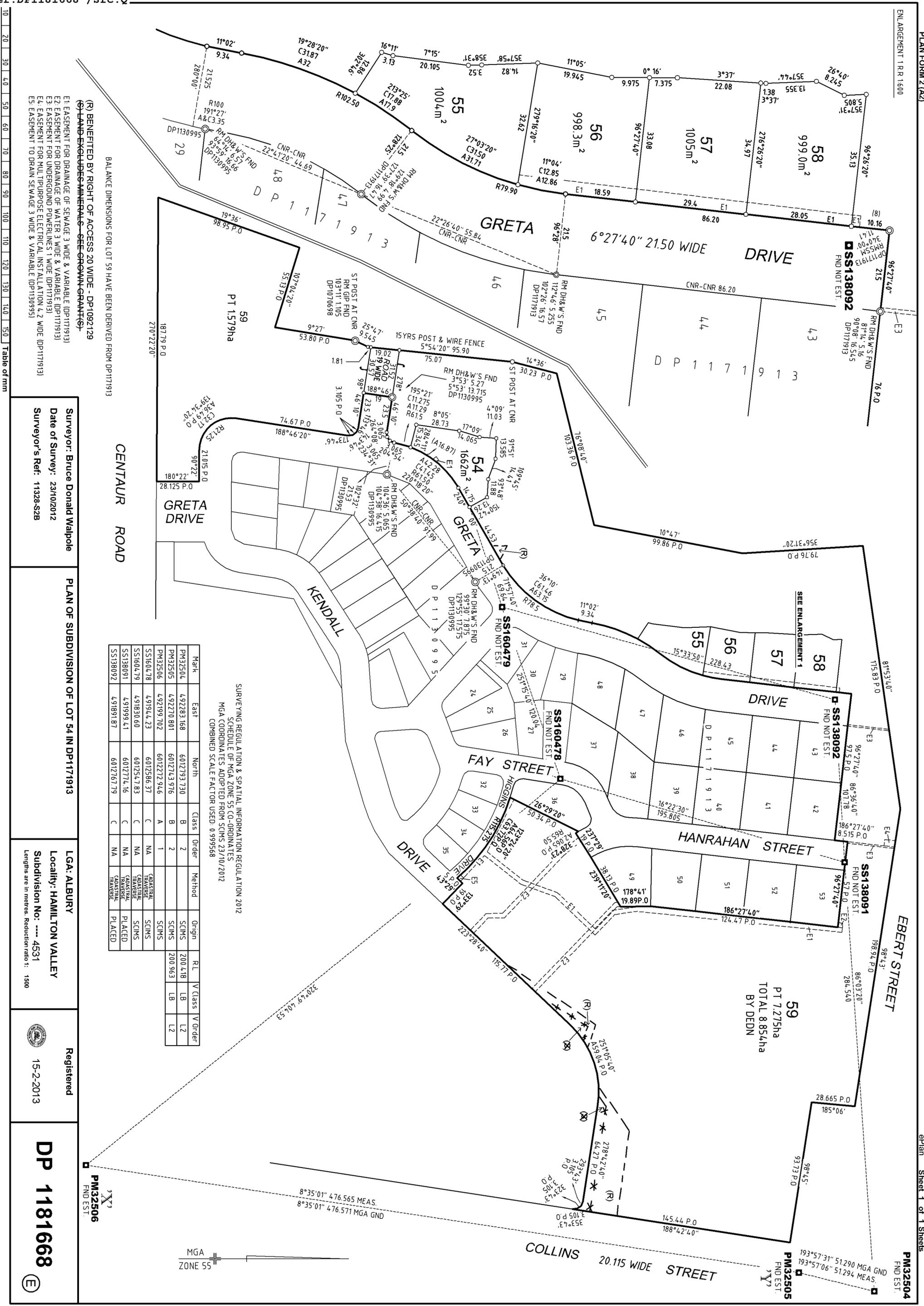
**MORTGAGEE EXECUTION:**

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]	Certified correct for the purposes of the Real Property Act 1900 by the <u>MORTGAGEE</u> SIGNED by <u>Bronwyn Morgan</u> as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332
Signature of witness:	
Name of witness:	<b>Denise Joy Britt</b>
Address of witness:	360 Collins Street Melbourne VIC
<i>* If TRP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation</i>	

  
 (Signature) Tier Three Attorney  
 By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney

  
 .....  
**Albury City Council**  
 Authorised Person

REGISTERED  12.02.2013



SURVEYING REGULATION & SPATIAL INFORMATION REGULATION 2012  
 SCHEDULE OF MGA ZONE 55 CO-ORDINATES  
 MGA COORDINATES ADOPTED FROM SCMS 23/10/2012  
 COMBINED SCALE FACTOR USED: 0.999568

Mark	East	North	Class	Order	Method	Origin	RL	V Class	V Order
PM32504	492283.168	6012793.730	B	2		SCMS	200.478	LB	L2
PM32505	492270.801	6012713.976	B	2		SCMS	200.963	LB	L2
PM32506	492199.702	6012272.946	A	1		SCMS			
SS160478	491944.23	6012586.37	C	1		SCMS			
SS160479	491830.60	601254.783	C	1		SCMS			
SS18091	491999.41	6012774.16	C	1		SCMS			
SS18092	491891.87	6012767.79	C	1		SCMS			

(R) BENEFITED BY RIGHT OF ACCESS 20 WIDE - DP1092129  
 (S) LAND EXCLUDED - SEE GROWN GRANTS  
 E1 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE (DP1171913)  
 E2 EASEMENT FOR DRAINAGE OF WATER 3 WIDE & VARIABLE (DP1171913)  
 E3 EASEMENT FOR UNDERGROUND POWER LINES 1 WIDE (DP1171913)  
 E4 EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (DP1171913)  
 E5 EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE (DP1130995)

BALANCE DIMENSIONS FOR LOT 59 HAVE BEEN DERIVED FROM DP1171913  
 CENTAUR ROAD  
 GRETA DRIVE  
 KENDALL DRIVE  
 FAY STREET  
 HANRAHAN STREET  
 COLLINS STREET  
 EBERT STREET

Surveyor: Bruce Donald Walpole  
 Date of Survey: 23/10/2012  
 Surveyor's Ref: 11328-S2B

PLAN OF SUBDIVISION OF LOT 54 IN DP1171913  
 LGA: ALBURY  
 Locality: HAMILTON VALLEY  
 Subdivision No: 4531  
 Lengths are in metres. Reduction ratio: 1:1500

Registered  
 15-2-2013

DP 1181668

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  15-2-2013                  Title System: TORRENS                  Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 24pt;"><b>DP1181668</b></p>
<p><b>PLAN OF SUBDIVISION                  OF LOT 54 IN DP1171913</b></p>	<p>LGA: ALBURY                  Locality: <del>LIVINGSTON</del> HAMILTON VALLEY                  Parish: ALBURY                  County: GOULBURN</p>
<p><del>Crown Lands NSW</del> <del>Western Lands Office Approval</del></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: .....                  Date: .....                  File Number: .....                  Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, Bruce Donald Walpole.....                  of 418 Wilson Street Albury NSW 2640                  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on .....</del></p> <p><del>*(b) The part of the land shown in the plan (*being/excluding Δ Lots 54-58 inclusive) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 23/10/2012 the part not surveyed was compiled in accordance with that Regulation.</del></p> <p><del>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</del></p> <p>Signature: ..... Dated: <u>20.12.2012</u>                  Surveyor ID: 7915.....                  Datum Line: 'X' - 'Y' .....                  Type: *Urban/*Rural                  The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><small>*Strike through if inapplicable.                  ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>WARREN JENKINSON</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: .....                  Accreditation number: .....                  Consent Authority: Albury City Council.....                  Date of endorsement: <u>21 DECEMBER 2012</u>.....                  Subdivision Certificate number: <u>4531</u>.....                  File number: <u>AF12/02382</u>.....</p> <p><small>*Strike through if inapplicable.</small></p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE THE ROAD TO THE PUBLIC AS PUBLIC ROAD</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation.                  DP1130995, DP1171913</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 11328-S2B</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only  
Registered:  15-2-2013

PLAN OF SUBDIVISION  
OF LOT 54 IN DP1171913

DP1181668

- 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: ..... 4531 .....  
Date of Endorsement: ..... 21 DECEMBER 2012 .....

Pursuant to section 88B of the Conveyancing Act 1919, it is intended to create:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. POSITIVE COVENANT

Executed by EBERT DEVELOPMENTS PTY LTD (ACN 121 394 367) by being signed by persons who are authorised to sign for the company.



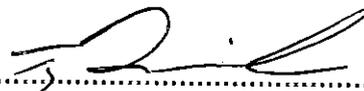
Signature of authorised person

Name of authorised person:.

Gary Christopher Zamer

Office held: Director

Director



Signature of authorised person

Name of authorised person:.

TERENCE GEORGE DAVIDSON

Office held: Director

Director / Secretary

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See below]

Signature of witness:



Name of witness:

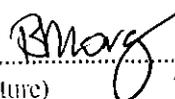
Denise Joy Britt

Address of witness: 360 Collins Street  
Melbourne VIC

*NOTE: Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*

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

SIGNED by Bronwyn Morgan as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332



(Signature) Tier Three Attorney  
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11328-S2B

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p><b>Registered:</b>  15-2-2013</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em;"><b>DP1181668</b></p>
<p><b>PLAN OF SUBDIVISION OF LOT 54 IN DP1171913</b></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate number: 4531 .....</p> <p>Date of Endorsement: 21 December 2012.....</p>	

LOT	Street Number	Street Name	Street Type	Locality
54	47	Greta	Drive	Hamilton Valley
55	89	Greta	Drive	Hamilton Valley
56	97	Greta	Drive	Hamilton Valley
57	103	Greta	Drive	Hamilton Valley
58	109	Greta	Drive	Hamilton Valley
59	N/A	N/A	N/A	Hamilton Valley

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11328-S2B

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

(Sheet 1 of 4 Sheets)

Plan: **DP1181668** Plan of Subdivision of Lot 54 DP 1171913 covered by Subdivision Certificate No. 4531

Full name and address of proprietor of the land: **Ebert Developments Pty Ltd**  
**ACN 121 394 367**  
364 Griffith Road  
Lavington NSW 2641

Full name and address of mortgagee of the land: **Westpac Banking Corporation**  
**ACN 007 457 141**

**Part 1 (Creation)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Restriction on the use of land	54,55,56,57 and 58	Albury City Council
2	Restriction on the use of land	54,55,56,57 and 58	Every other lot
3	Positive covenant	59	Albury City Council

**PART 2**

1. **Terms of Restriction on the use of land numbered 1 in the plan**
  - (a) No dwelling house is to be erected or allowed to remain erected on the lot burdened unless the floor level of such dwelling house is at a reduced level related to AHD being 500 mm above the 1 in 100 year flood level.
  - (b) No rear fence is to be erected or allowed to remain erected on the lot burdened unless it is constructed as an open style fence (ie at least 50% open) and be between 1.2 and 1.8 metres in height and be made from materials such as palisade, spaced pickets or spaced palings to a maximum overall height of 1.8 metres.

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

(Sheet 2 of 4 Sheets)

Plan: **DP1181668** Plan of Subdivision of Lot 54 DP 1171913 covered by Subdivision Certificate No. 4531

- (c) No stormwater is to be drained or allowed to drain from the lot burdened unless it drains to the street.

Name of person or authority empowered to release vary or modify the restriction on the use of land numbered 1 in the Plan:

Albury City Council

**2. Terms of Restriction on the use of land numbered 2 in the plan**

- (a) The registered proprietor of the lot burdened shall not use the lot burdened or permit any person to use the lot burdened for any purpose other than for:

- (i) the construction on it of a detached house; and  
(ii) the subsequent occupation of the detached house as a single unit private dwelling.

- (b) No detached house shall be erected or be permitted to remain erected on any lot burdened :

- (i) having external walls or surfaces of any material other than brick, stone, cement, glass or timber, or any combination of those materials except that timber may be used in external walls as infill panels providing that it does not exceed 25% of the total area of the external walls;  
(ii) having a roof of any material other than tiles or non-reflective coloured steel or aluminium sheeting; or  
(iii) which is a kit home or is of a transportable, relocatable or demountable nature.

- (c) No garage, garden shed or other structure shall be erected or be permitted to remain erected on any lot burdened without either the prior or concurrent erection of a detached house and any such garage, garden shed or other structure shall not be used at any time for residential accommodation.

- (d) No person shall occupy or permit to be occupied as a dwelling any detached house on the lot burdened unless a

Handwritten signature and initials in the bottom right corner of the page.

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

(Sheet 3 of 4 Sheets)

Plan: **DP1181668** Plan of Subdivision of Lot 54 DP 1171913 covered by Subdivision Certificate No. 4531

driveway or driveways shall have been constructed from the public road or one of the public roads which abut the lot burdened and unless the driveway shall have been constructed of pavers or of concrete with exposed aggregate or of concrete with a stamped or stencilled surface.

- (e) No fence shall be erected or be permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Ebert Developments Pty Ltd without the prior written consent of Ebert Developments Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Ebert Developments Pty Ltd.
- (f) Subject to paragraph (g), no fence shall be erected or be permitted to remain erected on the side boundaries of any lot burdened other than a fence which is constructed of steel posts and rails with non-reflective coloured steel or aluminium sheeting and to a height of 1800 mm.
- (g) No fence shall be erected or be permitted to remain erected on the side and front boundaries of any lot burdened in front of the front building line.

Name of person or authority empowered to release vary or modify the restriction on the use of land numbered 2 in the Plan:

Ebert Developments Pty Ltd, its successors and assigns until the expiry of four (4) years from the date on which this instrument is registered AND THEREAFTER by the person or persons in whom the legal estate in fee simple is vested in the land in the deposited plan (other than streets or public places) having a common boundary with the lot burdened PROVIDED that any release variation or modification shall, if approved, be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

**3. Terms of Positive Covenant numbered 3 in the plan**

The registered proprietor of the lot burdened covenants with the relevant authority within the meaning of section 88E(1) of the *Conveyancing Act 1919* that the registered proprietor will:

- (a) prior to the subdivision of the lot burdened into a further 25 lots construct a concrete footpath/cycle path (Path) having a minimum width of 2.5 metres along the western boundary

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

(Sheet 4 of 4 Sheets)

Plan: **DP1181668** Plan of Subdivision of Lot 54 DP 1171913 covered by Subdivision Certificate No. 4531

of Greta Drive, such Path to have a durable non-skid surface to facilitate ease of use by disabled, aged and young persons;

(b) the registered proprietor shall from time and at all reasonable times maintain all landscaping and other works undertaken on the lot burdened in accordance with the Vegetation Management Plan.

For the purposes of this positive covenant, 'Vegetation Management Plan' means the vegetation management plan, if any, approved in respect of the lot burdened by the Department of Water and Energy.

Name of person or authority empowered to release vary or modify the positive covenant numbered 3 in the Plan:

Albury City Council

**EXECUTED by EBERT DEVELOPMENTS PTY LTD ACN 121 394 367** by being signed by those persons who are authorised to sign for the company:

Garry Christopher Zauner  
Director

Terence George Davidson  
Director/Secretary

**MORTGAGEE EXECUTION:**

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See below]

Signature of witness:

Name of witness:

**Denise Joy Britt**

Address of witness: 360 Collins Street  
Melbourne VIC

Certified correct for the purposes of the Real Property Act 1900 by the **MORTGAGEE**  
SIGNED by **Bronwyn Morgan** attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332

(Signature) Tier Three Attorney  
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney

§ 117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

**Albury City Council**  
Authorised Person

EBER-PL-111007-005.doc

Parcel Number: 71017  
Your Reference: 4658 Ebert

# PLANNING CERTIFICATE

Section 10.7(2)  
Certificate Number: 30063  
Date Issued: 18/02/2021

Albury Conveyancing Service  
PO Box 7155  
EAST ALBURY NSW 2640

## Subject Land

LOT: 24 DP: 1221084  
Kendall Drive HAMILTON VALLEY NSW 2641

## Owner's Details

Ebert Developments Pty Ltd  
C/- Davidson White Accountants  
PO Box 1248  
ALBURY NSW 2640

## 1. Names of relevant planning instruments and DCPs

*The name of:*

(1) each environmental planning instrument that applies to the carrying out of development on the land.	<b>Albury Local Environmental Plan 2010 (Gazetted 13/8/2010)</b> The consolidated <i>Albury Local Environmental Plan 2010</i> is the principal statutory planning document prepared by Council to guide planning decisions for the Albury Local Government area. An electronic version is available at: <a href="http://www.alburycity.nsw.gov.au">www.alburycity.nsw.gov.au</a> <b>State Environmental Planning Policies</b> – Refer to Appendix 'B'
(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	<b>Draft Planning Proposal – Inclusion of 'artisan food and drink industry' in various land use tables.</b> The draft Planning Proposal seeks to include ' <i>artisan food and drink industry</i> ' as a permissible land use with consent within the B1 - B4 <i>Business Zones</i> and RU5 <i>Village Zone</i> of the <i>Albury Local Environmental Plan 2010</i> .
(3) each development control plan that applies to the carrying out of development on the land.	<b>Albury Development Control Plan 2010 (Adopted 13/08/2010)</b> The <i>Albury Development Control Plan 2010</i> contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Albury Local Government Area.  An electronic version is available at: <a href="http://www.alburycity.nsw.gov.au">www.alburycity.nsw.gov.au</a>

**Note:** In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## 2. Zoning and land use under relevant LEPs

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):*

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as	<b>R1 - General Residential Zone</b>
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“Zone No 2 (a)”	
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Appendix ‘A’
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt & Complying Development Codes) 2008 or where relevant in Clause 3.1 of Albury LEP 2010 (Refer to Appendix A) The demolition of all houses and most buildings or structures on the land require development consent unless it is Exempt Development.
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix ‘A’
(e) 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 minimum land dimensions so fixed,	This land is subject to the planning provisions of clause 4.1-Minimum Subdivision Lot Size of the Albury Local Environment Plan 2010 and the relevant requirements of the Albury Development Control Plan 2010.
(f) whether the land includes or comprises critical habitat	None apply
(g) whether the land is in a conservation area (however described),	None apply
(h) whether an item of environmental heritage (however described) is situated on the land.	None apply

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

*To the extent that the land is within any zone (however described) under:*

(a) Part 3 of the <i>State Environmental Planning Policy (Sydney Region Growth Centres) 2006</i> (the 2006 SEPP), or	None apply
(b) a Precinct Plan (within the meaning of the 2006 SEPP),	None apply
(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,	None apply

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

## 3. Complying development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development codes) 2008</i> .	<b>Housing Code</b> Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 3.5 Complying development on flood control lots.
(2) The extent to which complying development may	<b>Rural Housing Code</b>

<p>not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.</p> <p>(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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.</p> <p><b>Low Rise Housing Diversity Code</b> Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 3B.5 Complying development on flood control lots.</p> <p><b>Greenfield Housing Code</b> Complying Development may not be carried out under the Greenfield Housing Code as the subject land is not within the designated Greenfield Housing Code Area.</p> <p><b>Inland Code</b> Complying Development may be carried out on the land under the Inland Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 3D.7 Complying development on flood control lots.</p> <p><b>Housing Alterations Code</b> Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b>General Development Code</b> Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b>Demolition Code</b> Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b>Commercial and Industrial Alterations Code</b> Complying Development may be carried out on the land under the Commercial and Industrial Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b>Container Recycling Facilities Code</b></p>
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	<p>Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.</p> <p><b>Subdivision Code</b> Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b>Commercial and Industrial (New Building and Additions) Code</b> Complying Development may be carried out on the land under the Commercial &amp; Industrial (New Buildings and Additions) Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, including Clause 5A.30 Complying development on flood control lots.</p> <p><b>Fire Safety Code</b> Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p>
<p><b>Disclaimer:</b> This certificate only addresses matters raised in Clause 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p>	

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

<p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p>	<p>None apply</p>
<p><b>Note:</b> “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 the commencement of section 553B of the <i>Local Government Act 1993</i>.</p>	

**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>
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**6. Road widening and road realignment**

*Whether or not the land is affected by any road widening or road realignment under:*

(a) Division 2 of Part 3 of the <i>Roads Act 1993</i> , or (b) any environmental planning instrument, or (c) any resolution of the council.	The land is not in close proximity to the ring road. The land is not affected by road widening or road re-alignment under Division 2 or Part 3 of the <i>Roads Act 1993</i> and a resolution by AlburyCity Council.
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**7. Council and other public authorities policies on hazard risk restrictions**

*Whether or not the land is affected by a policy:*

(a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).
None apply

**7A. Flood related development controls information**

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. (2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls. (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.
Flood Planning Area This land is identified as a Flood Planning Area and is subject to the planning provisions of clause 7.4-Flood Planning-Albury Local Environmental Plan 2010 and Part 6-Planning for Hazards-Albury Development Control Plan 2010. AlburyCity's Engineering Department should be consulted to ascertain whether a minimum floor level will apply. Other notations upon the Certificate of Title may also refer to specific minimum floor levels for new development.

**8. Land reserved for acquisition**

Whether or not any environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	None apply
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**9. Contributions plans**

*The name of each contribution plan applying to the land.*

<b>Section 94 Development Servicing Plan</b> , March 2005 as amended This plan details charges to be levied on development, lodged prior to 30 June 2014.
<b>Section 64 Development Servicing Plan</b> , July 2004 as amended This plan details charges to be levied on development, lodged prior to 30 June 2014.
<b>Albury Infrastructure Contributions Plan 2014</b> This plan details the Local Infrastructure Contributions, including Section 64 contributions, Section 7.11 (formerly Section 94) contributions or Section 7.12 (formerly Section 94A contributions), to be levied on development and complying development lodged from 1 July 2014, to meet the cost of new and upgraded Local Infrastructure, Water and Wastewater Management Works. The <i>Albury Infrastructure Contributions Plan 2014</i> is available to view on Council's website: <a href="http://www.alburycity.nsw.gov.au">www.alburycity.nsw.gov.au</a>

**9A. Biodiversity certified land**

If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect.
Yes, applies. The Minister of Climate Change and the Environment has by Order Conferring biodiversity certification on the Albury Local Environmental Plan 2010 (except where amended by Biodiversity Certification of Environmental Planning Instruments Order 2017 dated 21 November 2017) conferred Biodiversity Certification on the subject land on 16 February 2011. Biodiversity Certification takes effect from the date of publication of this Order in the Government Gazette, being 25 February 2011, and shall remain in force for a

period of 10 years from that date.

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

#### 10. Biodiversity stewardship sites

If the land is biodiversity stewardship site under the biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	None that Council is aware of.
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**Note:** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

#### 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the <i>Local Land Services Act 2013</i> , a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	None that Council is aware of.
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#### 11. Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	None apply
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#### 12. Property vegetation plans

If the land is land to which a property vegetation plan under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, 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).	None apply
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#### 13. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	None that Council is aware of.
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#### 14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply
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#### 15. Site compatibility certificates and conditions for seniors housing

If the land is land to which <i>State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department, and (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply
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#### 16. Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or	None that Council is
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site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	aware of.
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**17. Site compatibility certificates and conditions for affordable rental housing**

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is current, and (b) that a copy may be obtained from the head office of the Department. (2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.	None that Council is aware of.
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**18. Paper subdivision information**

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (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 they have in Part 16C of this Regulation.	None apply
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**19. Site verification certificates**

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include: (a) the matter certified by the certificate, and <b>Note:</b> A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of <i>State Environmental Planning Policy (Mining Petroleum Production and Extractive Industries) 2007</i> . (b) the date on which the certificate ceases to be current (if any) and (c) that a copy may be obtained from the head office of the Department.	None that Council is aware of.
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**20. Loose-fill asbestos insulation**

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i> ) that are listed on the Register that is required to be maintained under that Division, a statement to that effect.
None apply
<b>Information regarding loose-fill asbestos insulation</b> Some residential homes located in the AlburyCity area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains the Register of homes that are affected by loose-fill asbestos insulation.  You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, health risks (if any) this may pose for the building's occupants.  Contact NSW Fair Trading for further information.

**21. Affected building notices and building product rectification orders**

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land. (2) A statement of:	None that Council is aware of.
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<p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:  <b>affected building notice</b> has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>.  <b>building product rectification order</b> has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	
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**Note: 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 issue,	None apply
(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,	None apply
(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,	None apply
(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,	None apply
(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.	None apply
<p><b>Contaminated Land:</b> The council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.</p>	

**NOTATIONS:**

**Threatened Species**  
None apply

**Other Development Constraints**

Hamilton Valley Strategy

This land is covered by the Hamilton Valley Strategy which was amended on 13 March 2003. The strategy provides a vision, direction and an overall coordinated approach to future land development in the Hamilton Valley inclusive of environmental, community and business considerations. Appendix F of Albury Development Control Plan 2010 contains development provisions specific to the Hamilton Valley area. The full Hamilton Valley Strategy should be consulted to ascertain the effect on the land concerned.

#### **GENERAL COMMENTS**

See Appendix A for the objectives of the zones affecting the subject land.

Planning Instruments and the *Albury Development Control Plan 2010* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.

*Albury Development Control Plan 2010* complements the provisions of *Albury Local Environmental Plan 2010* and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.

The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.

The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Environmental Plan*, *State Environmental Planning Policy*, *Albury Local Environmental Plan 2010* or *Albury Development Control Plan 2010*. In these circumstances any such covenant, agreement or instrument may be overwritten under clause 1.9A of the *Albury Local Environmental Plan 2010*.



David Christy  
**Service Leader City Development**  
**Infrastructure, Planning and Environment**

## APPENDIX 'A' to the PLANNING CERTIFICATE

### R1 – GENERAL RESIDENTIAL ZONE

#### Land Use Table

##### 1. Objectives of the R1 General Residential 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 encourage affordable housing.
- To encourage medium density housing that is designed to achieve a high standard of amenity.

##### 2. Permitted without consent

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

##### 3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Helipads; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Any other development not specified in item 2 or 4.

##### 4. Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water treatment facilities; Wharf or boating facilities; Wholesale supplies.

#### Development in the R1 General Residential Zone

*State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP)* and Clause 3.1 of the Albury LEP 2010 allows certain types of development, known as "Exempt Development" to be undertaken generally without development consent on the subject property. Please visit the NSW Planning Portal for more information <https://www.planningportal.nsw.gov.au/>.

## APPENDIX 'B' to the PLANNING CERTIFICATE

Full copies of each State Environmental Planning Policy are available online at NSW Legislation website.

### **ADVERTISING AND SIGNAGE - State Environmental Planning Policy No 64**

*(Gazetted 16 March 2001)*

Ensures that signage is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations, is of high quality design and finish and to provide time-limited consents for the display of certain advertisements.

### **AFFORDABLE HOUSING (REVISED SCHEMES) – State Environmental Planning Policy No 70**

*(Gazetted 31 May 2002)*

Identifies that there is a need for affordable housing across the whole of the State. The policy describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing.

### **AFFORDABLE RENTAL HOUSING – State Environmental Planning Policy 2009**

*(Gazetted 31 July 2009)*

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

### **BUILDING SUSTAINABILITY INDEX - BASIX - State Environmental Planning Policy 2004**

*(Gazetted 25 June 2004)*

Encourages sustainable residential development

### **CANAL ESTATE DEVELOPMENT- State Environmental Planning Policy No 50**

*(Gazetted 10 November 1997)*

Ensures that Canal Estate Development shall not be carried out throughout the State.

### **CARAVAN PARKS - State Environmental Planning Policy No 21**

*(Gazetted 24 April 1992)*

Guidelines for the establishment of caravan parks and provisions for long term leases of caravan park sites.

### **DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT - State Environmental Planning Policy No 65**

*(Gazetted 26 July 2002)*

Aims to improve the design quality of residential flat development in New South Wales. The policy seeks to achieve sustainable development, better built form and aesthetics, better satisfy increasing demand, maximise amenity, safety and security for the benefit of occupants and the wider community, minimise the consumption of energy from non-renewable resources and to conserve the environment and to reduce greenhouse gas emissions.

### **EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES - State Environmental Planning Policy 2017**

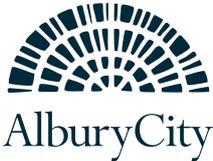
*(Gazetted 1 September 2017)*

Facilitates the effective delivery of educational establishments and early education and care facilities across the State.

### **EXEMPT & COMPLYING DEVELOPMENT CODE - State Environmental Planning Policy 2008**

*(Gazetted 12 December 2008) as amended*

Provides streamlined assessment processes for development that complies with specified development standards.



**HAZARDOUS AND OFFENSIVE DEVELOPMENT - State Environmental Planning Policy No 33**

*(Gazetted 13 March 1992)*

Guidelines for the assessment of hazardous or offensive industries and offensive storage establishments.

**HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY - State Environmental Planning Policy 2004**

*(Gazetted 31 March 2004)*

Encourages the development of high quality accommodation for our ageing (over 55) population and for people with disabilities, and that housing is compatible with the local neighbourhood.

**INFRASTRUCTURE – State Environmental Planning Policy 2007**

*(Gazetted 21 December 2007)*

Facilitates the effective delivery of infrastructure across the state.

**MANUFACTURED HOME ESTATES - State Environmental Planning Policy No 36**

*(Gazetted 16 July 1993)*

Defines where Manufactured Home Estates (MHEs) may be permitted and establishes criteria for the granting of development consent to these estates.

**MINING, PETROLEUM PRODUCTION AND EXTRACTIVE INDUSTRIES - State Environmental Planning Policy 2007**

*(Gazetted 16 February 2007)*

Aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State as well as establishing appropriate planning controls to encourage ecologically sustainable development.

**MURRAY REGIONAL ENVIRONMENTAL PLAN No 2 – Riverine Land – deemed State Environmental Planning Policy**

*(Gazetted 31 March 1994)*

Aims to conserve and enhance the riverine environment of the River Murray for the benefit of all users. The objectives of the policy are to ensure that appropriate consideration is given to development with the potential to adversely affect the riverine environment of the River Murray, and to establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray, and to conserve and promote the better management of the natural and cultural heritage values of the riverine environment of the River Murray.

**PRIMARY PRODUCTION AND RURAL DEVELOPMENT - State Environmental Planning Policy 2019**

*(Gazetted 28 February 2019)*

Facilitates the orderly economic use and development of lands for primary production through reducing land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources. The policy identifies State significant agricultural land for the purpose of ensuring the ongoing viability of agriculture on that land and to encourage sustainable agriculture, including sustainable aquaculture.

**REMEDIATION OF LAND - State Environmental Planning Policy No 55**

*(Gazetted 28 August 1998)*

Promotes the remediation of contaminated land for the purpose of reducing the risk of harm to human health or the environment. The policy aims to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

**STATE AND REGIONAL DEVELOPMENT – State Environmental Planning Policy 2011**

*(Gazetted 28 September 2011)*

Identifies development that is state significant development, state significant infrastructure and critical state significant infrastructure.

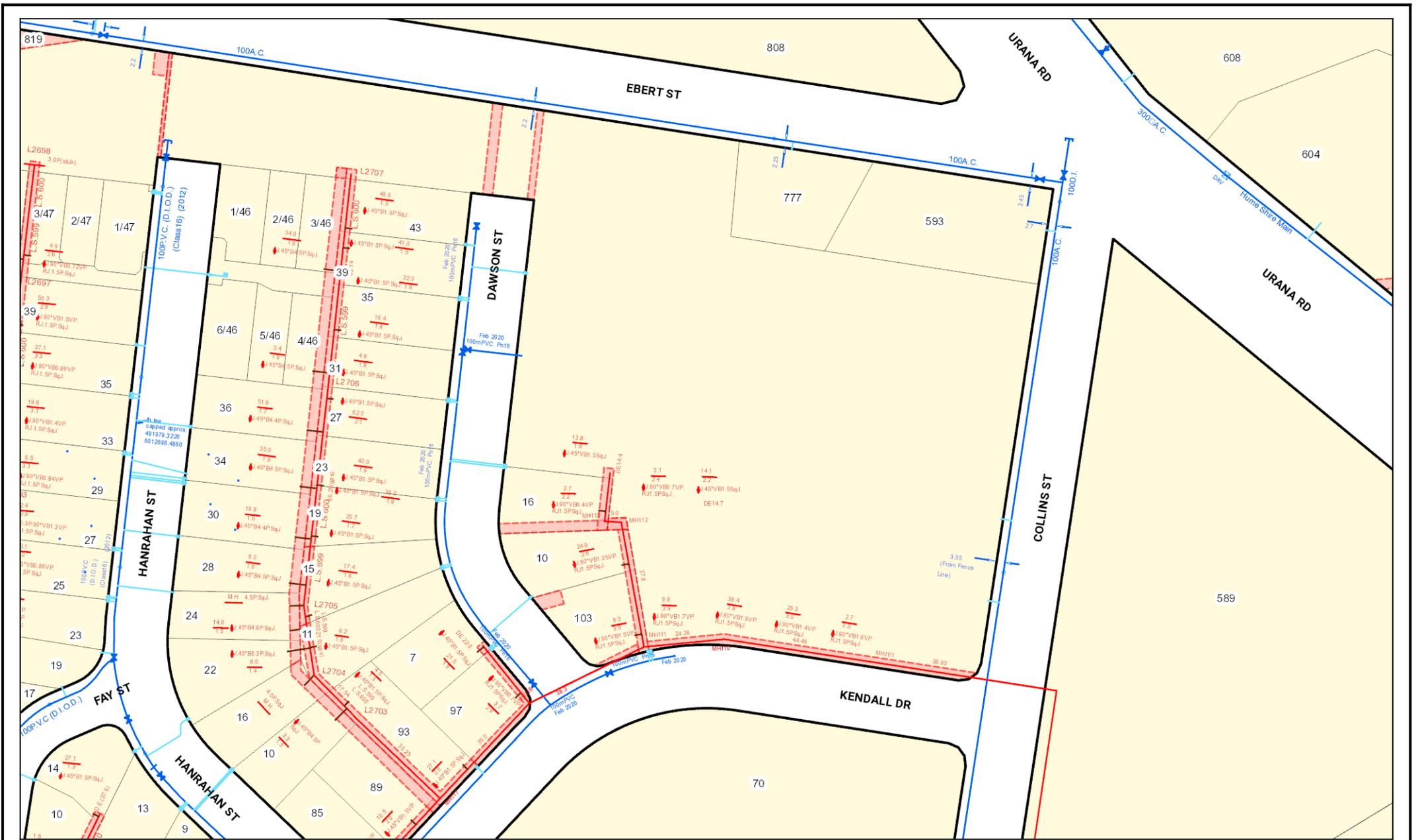


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**STATE SIGNIFICANT PRECINCTS - State Environmental Planning Policy 2005**

*(Gazetted 25 May 2005)*

Aims to facilitate the development, redevelopment or protection of important urban and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State.



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# Lot 24 Centaur Road, Hamilton Valley



MAP GRID AUSTRALIA, ZONE 55  
 TRANSVERSE MERCATOR PROJECTION  
 HORIZONTAL DATUM: GEODETIC DATUM AUSTRALIA 1994  
 VERTICAL DATUM: AUSTRALIAN HEIGHT DATUM 1972

ORGANISATION:	Albury Conveyancing
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DATE:	Mar 16, 2021, 12:04 PM

Water & Sewer Mains