

## Disclosure Statement – Off the Plan Contracts

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

|                 |   |
|-----------------|---|
| <b>VENDOR</b>   | EDEN HOLDINGS GROUP PTY LTD (ACN 658 357 781) ATF EHG UNIT TRUST AND KP FAMILY PROPERTY PTY LTD (ACN 616 297 379) ATF KP FAMILY TRUST |
| <b>PROPERTY</b> | PROPOSED LOT IN AN UNREGISTERED PLAN BEING PART OF FOLIO IDENTIFIER 285/1262714   |

| 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<br>If Yes, please specify scheme type: |

| DETAILS   |   |  |  |                     |     |
|---|---|--|--|---------------------|-----|
| Completion  |   | Refer to clause(s):  | See Special Condition 35                   |                     |     |
| Is there a sunset date?   | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Can this date be extended?                                 | No <input checked="" type="checkbox"/> Yes | Refer to clause(s): | 34C |
| 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: | See Special Conditions 36 and 37           |                     |     |
| Has development approval been obtained?   | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | Development Approval No:                                   |  |                     |     |
| Has a principal certifying authority been appointed?  | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | Provide details:   |  |                     |     |
| 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: | See Special Conditions 34A, 34B and 34C    |                     |     |

| 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<br><input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan<br><input type="checkbox"/> proposed schedule of finishes<br><input type="checkbox"/> draft strata by-laws<br><input type="checkbox"/> draft strata development contract | <input type="checkbox"/> draft community/precinct/neighbourhood/management statement<br><input type="checkbox"/> draft community/precinct/neighbourhood/development contract<br><input type="checkbox"/> draft strata management statement<br><input type="checkbox"/> draft building management statement |

# Contract for the sale and purchase of land 2022 edition

| TERM  | MEANING OF TERM   | eCOS ID: 107253503 | NSW DAN:                 |
|---|---|--------------------|--------------------------|
| vendor's agent                              |   |                    | Phone:                   |
|   |   |                    | Fax:                     |
| co-agent                                    |   |                    | Ref:                     |
| vendor                                      | EDEN HOLDINGS GROUP PTY LTD (ACN 658 357 781) ATF EHG UNIT TRUST AND KP FAMILY PROPERTY PTY   |                    |                          |
| vendor's solicitor                          | RCR Lawyers NSW Pty Ltd   |                    | Phone: 02 9307 8900      |
|   | Aurora Place Suite 8.02 88 Phillip Street Sydney NSW 2000   |                    | Fax: (02) 9307 8999      |
| date for completion                         | Refer to Special Condition 35   | (clause 15)        | Email: nsw@rcrlaw.com.au |
| land  | PROPOSED LOT ___ EDEN COVE EDEN 2551  |                    |                          |
| (Address, plan details and title reference) | PROPOSED LOT ___ IN UNREGISTERED PLAN OF SUBDIVISION OF LOT 285 IN DEPOSITED PLAN 1262714<br>285/1262714  |                    |                          |
|   | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies  |                    |                          |
| improvements                                | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space |                    |                          |
|   | <input type="checkbox"/> none <input checked="" type="checkbox"/> other: VACANT LAND  |                    |                          |
| attached copies                             | <input type="checkbox"/> documents in the List of Documents as marked or as numbered:   |                    |                          |
|   | <input type="checkbox"/> other documents:   |                    |                          |

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

|  |  |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
|--|--|---|------------------------------------|------------------------------------|----------------------|----------------------|---|---|---|------------------------------------|------------------------------------|----------------------|----------------------|
| <p><b>VENDOR</b></p> <hr/> <p>Signed By _____</p><br><br><p>Vendor _____</p><br><br><p>Vendor _____</p>  | <p><b>PURCHASER</b></p> <hr/> <p>Signed By _____</p><br><br><p>Purchaser _____</p><br><br><p>Purchaser _____</p> |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| <p><b>VENDOR (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                 _____<br/>                 Signature of authorised person             </td> <td style="width: 50%; border: none;">                 _____<br/>                 Signature of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____<br/>                 Name of authorised person             </td> <td style="width: 50%; border: none;">                 _____<br/>                 Name of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____<br/>                 Office held             </td> <td style="width: 50%; border: none;">                 _____<br/>                 Office held             </td> </tr> </table> | _____<br>Signature of authorised person  | _____<br>Signature of authorised person | _____<br>Name of authorised person | _____<br>Name of authorised person | _____<br>Office held | _____<br>Office held | <p><b>PURCHASER (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                 _____<br/>                 Signature of authorised person             </td> <td style="width: 50%; border: none;">                 _____<br/>                 Signature of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____<br/>                 Name of authorised person             </td> <td style="width: 50%; border: none;">                 _____<br/>                 Name of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____<br/>                 Office held             </td> <td style="width: 50%; border: none;">                 _____<br/>                 Office held             </td> </tr> </table> | _____<br>Signature of authorised person | _____<br>Signature of authorised person | _____<br>Name of authorised person | _____<br>Name of authorised person | _____<br>Office held | _____<br>Office held |
| _____<br>Signature of authorised person  | _____<br>Signature of authorised person  |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| _____<br>Name of authorised person   | _____<br>Name of authorised person   |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| _____<br>Office held   | _____<br>Office held   |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| _____<br>Signature of authorised person  | _____<br>Signature of authorised person  |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| _____<br>Name of authorised person   | _____<br>Name of authorised person   |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| _____<br>Office held   | _____<br>Office held   |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |

vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

**Manual transaction** (clause 30)

NO  yes

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

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

**land tax** is adjustable

NO  yes

**GST: Taxable supply**

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

NO  yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

**HOLDER OF STRATA OR COMMUNITY 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><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land and Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|---|--|

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

LOT 285 KOMIRRA DRIVE EDEN 2557

**THESE ARE FURTHER CLAUSES IN CONTRACT FOR SALE BETWEEN EDEN HOLDINGS GROUP PTY LTD (ACN 658 357 781) ATF EHG UNIT TRUST AND KP FAMILY PROPERTY PTY LTD (ACN 616 297 379) ATF KP FAMILY TRUST AS VENDORS AND AS PURCHASER(S) PROPERTY: PROPOSED LOT IN AN UNREGISTERED PLAN BEING PART OF FOLIO IDENTIFIER 285/1262714**

**33. General**

- 33.1 In this contract unless the contrary intention appears a reference to:
- (a) the singular includes the plural and vice versa;
  - (b) any gender includes all other genders;
  - (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government; and
  - (d) a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns).
- 33.2 A reference to an Act includes any bylaw, ordinance, regulation or rule made under that Act.
- 33.3 If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- 33.4 If there is a conflict between these additional provisions and the printed provisions of this contract, these additional provisions prevail.
- 33.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- 33.6 The word "includes" in any form is not a word of limitation.
- 33.8 'Vendor' includes the Vendor's lender, administrators or assigns.
- 33.9 Rights under this contract which can apply after completion continue to apply after completion.
- 33.10 The documents attached to this contract are the most accurate and current available at the time of creating the contract. The Purchaser should check with the Vendor's solicitor prior to signing the contract that the latest available documents are annexed to the contract.
- 33.11 **Definitions**
- (a) "Claim" means:
    - a. against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, inequity, under statute or otherwise; or
    - b. a party doing any of the following in relation to this Contract or any matter arising from it:
      - i. Seeking to rescind this Contract;
      - ii. Seeking to delay Completion; or
      - iii. Taking, making or raising any objection or requisition or claim for loss, damage or compensation or other relief.

- (b) "Interests" means any easement, right of way, covenant, positive covenant, restriction as to user, rights over common property (including a right of exclusive use), lease, reservation, agreement, arrangement, right, privilege, dedication or other interest affecting the Land or Property, or any part of the Land including the Property.
- (c) "Land" means Lot 285 Komirra Drive, Eden NSW 2551 being Lot 285 in Deposited Plan 1262714.
- (d) "Property" means the land and improvements subject to this Contract.
- (e) "Particulars" means the particulars set out on page 1 of this Contract.
- (f) "Subdivision Plan" means the draft plan of subdivision attached hereto to be registered with the Registrar General (as may be amended or replaced or updated from time to time).

**34. Amendments to printed form of Contract for the sale of Land – 2022 edition:**

For every purpose of this Contract the terms of clauses 1 to 32 as printed on pages 5 to 21 inclusive of the form of Contract to which these clauses are annexed will be deemed to be amended as follows:

- 34.1 Clause 1** delete from the definition of bank by removing the words "a building society or a credit union".
- 34.2 Clause 2.9** is amended by adding the following words at the end "In the event of the Vendors' Solicitors investing such deposit they shall be entitled to charge their reasonable costs and disbursements of and incidental to investing such deposit.
- 34.3 Clause 7.1** – add the following after the word "claims" where first appearing in line one "(irrespective of the amount of the claims)".
- 34.4 Clause 7.1.1** is deleted.
- 34.5 Clause 8** of this Contract is deleted and the following clause included instead:  
 The Vendor can rescind if:
  - 8.1 the Vendor is unable or unwilling to comply with a requisition or claim; and
  - 8.2 the Vendor serves notice of intention to rescind which specifies the requisition or claim; and
  - 8.3 the Purchaser does not serve a notice waiving the requisition or claim within 14 days after that service.
- 34.6 Clause 10.1.9** – delete the words "the substance of".
- 34.7 Clause 10** – add the following additional subclause:
  - 10.4 For the purposes of this clause 10 the Vendor discloses all of the material appearing in the copy documents attached to this Contract whether specified on page 3 or not.
- 34.8 Clause 14.4.2** is deleted and replaced with "by adjusting the amount of land tax actually payable by the Vendor (calculated on a multiple holding basis and at the premium tax marginal rate) in respect of the property".

**34.9 Clause 15** is deleted and the following clause included instead:

“In the event of completion not taking place within the time expressed herein then either party shall be entitled to issue a Notice to Complete to the other party requiring settlement within two (2) weeks of the date of the Notice and providing on the last day of the notice for settlement at a time between 10.00 a.m. and 3.30 p.m. and it is acknowledged by the parties that such Notice shall be sufficient to make time of the essence of this Contract”

**34.10 Clause 16.6** is amended by adding the following “provided that if the Purchaser serves a land tax certificate less than ten (10) business days before the completion date then the Vendor shall not be obliged to provide a land tax certificate pursuant to this clause until after completion of the sale”.

**34.11 Clause 28** is deleted.

#### **34A. Condition Precedent**

Completion of this Contract is subject to and conditional upon:-

- (a) Bega Valley Shire Council and any other required body or person approving a plan of subdivision in the form of the Subdivision Plan attached hereto on or before the date that is eighteen (18) months from the date hereof (“**DA Approval Date**”);
- (b) Registration of the Subdivision Plan with New South Wales Land Registry Services in the form of the Subdivision Plan attached hereto on or before the date that is twenty-four (24) months from the date of this Contract (“**Registration Date**”).

(“**the Conditions Precedent**”).

#### **34B. Amendment to Clause 29**

Clause 29 applies to the Conditions Precedent with the following amendments:-

- (a) “In the event that an *event* involves an approval which is determined and the determination involves a condition that is unacceptable to the Vendor acting reasonably then the Vendor may rescind this Contract within ten (10) business days after receipt of the determination of the consent containing the unsatisfactory condition.”
- (b) In the event that this Contract is rescinded pursuant to clause 29 and clause 34A(a) or 34B, then from the date of rescission:-
  - (i) Each party is relieved of any further obligations under this Contract; and
  - (ii) No party will have a claim against the other except for antecedent breaches of this Contract; and
  - (iii) Clause 19.2 shall apply.

#### **34C. Registration of Plans**

34C.1 The Vendor must use all reasonable endeavours to meet the Conditions Precedent.

34C.2 This Contract is conditional upon the Vendor satisfying the Conditions Precedent. If the Conditions Precedent are not met, then either party may at any time thereafter (*but prior to the Vendor providing notice to the Purchaser of satisfaction of the Conditions Precedent*) by notice in writing given to the other party rescind this Contract, whereupon the provisions of clause 19 shall apply, but neither party shall

have any action, right, claim or demand against the other party arising out of this Contract for costs, damages, expenses or otherwise other than for or in respect of a prior breach of this Contract. In the event that such right of rescission is not exercised within 30 days after the expiry of the Conditions Precedent this Contract shall become and remain binding in all respects as though such right of rescission had not been granted.

34C.3 If the registration of the Subdivision Plan is delayed due in whole or in part to one or more of the following:

- (a) Damage and/or delay by fire or explosion or earthquake or lightning storm or tempest of war or civil commotion or strike;
- (b) Inclement weather;
- (c) In consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners, or labour;
- (d) The delay of any local or other authority in giving any necessary approval provided the Vendor has taken all reasonable steps to obtain such approval;
- (e) By any other cause, matter or thing beyond the control of the Vendor;

then if the Vendor's planner or builder certifies to that period of the delay then the Vendor may at any time thereafter by written notice to the Purchaser substitute for the Sunset Date another date which is not later than the original Sunset Date by more than the period of the delay certified to by the Vendor's planner or builder. The Vendor may determine the Vendor's entitlements to extensions of time under this clause and a certificate by the Vendor in relation to extensions of time under this clause is final, conclusive and binding on the parties.

### **35. Completion**

The parties acknowledge and agree that subject to the terms and conditions of this contract, completion shall take place on the later of:

- (a) Forty-two (42) days from the date of this Contract; or
- (b) Twenty-one (21) days from the date upon which the Vendor's solicitors notify the Purchaser or the Purchaser's solicitors in writing that the Subdivision Plan has been registered by the Registrar General.

### **36. Delayed Completion**

If the purchase price is not paid by the Purchaser to the Vendor upon the date of completion specified in this Contract or such later date when the Vendor is in a position to complete and provided such delay is not due to the default of the Vendor, then (in addition to all other remedies available to the Vendor) as an essential clause of this Contract the Purchaser will pay:

36.1 interest on the balance purchase moneys payable hereunder calculated at the rate of ten per centum (10%) per annum computed from the later of the said specified completion date or date upon which the Vendor is in a position to complete until the date of payment to the Vendor, both dates inclusive;

36.2 notwithstanding the clauses relating to the investment of the deposit all interest on the deposit earned after the date specified for completion shall be paid to the Vendor alone; and

36.3 any such interest referred to in clause 34.1 above shall be a liquidated debt due to the Vendor and shall immediately be recoverable by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to such enforcement and collection of payment and shall be payable by the Purchaser to the Vendor upon completion should the Vendor so require.

### **37. Purchaser Delay**

If completion does not occur on or before the completion date as a result of any breach or default of the Purchaser, the Vendor, if ready, willing and able to complete on the completion date or at a later date, is entitled to recover from the Purchaser in addition to all and any rights and claims, as liquidated damages payable on completion the sum of Three Hundred Dollars (\$300.00) plus GST to cover legal costs incurred as a consequence of a Notice to Complete being served upon the Purchaser, and this sum is agreed as a pre-estimate of those legal expenses, and same is agreed to be allowed upon completion by the Purchaser and this clause is acknowledged by the Purchaser as an essential term of this Agreement.

### **38. Tax File Number**

- 38.1 If the deposit is to be invested, the Purchaser must notify the Vendor's deposit holder of the Purchaser's tax file number within five (5) business days after the date of this contract;
- 38.2 If the Purchaser fails to notify the tax file number within the time specified, then all interest earned on the deposit must be paid to the Vendor.

### **39. Intentionally Deleted**

### **40. No Representations**

- 40.1 The Purchaser acknowledges that it/he does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written Contract provided further if there shall be any additional amendment to the terms and conditions of this Contract after the date hereof the same shall only be binding if acknowledged in writing by the party (or his/its Solicitor) to be bound thereby.
- 40.2 The Purchaser is relying entirely upon the Purchaser's own enquiries relating to:
- (a) The fitness or suitability for any particular purpose of the property;
  - (b) The Purchaser's obligations under this contract;
  - (c) Inspection of the property;
  - (d) Any financial return, income and investment advice despite any forecasts or feasibilities; and
  - (e) Information relating directly or indirectly to the purchase of the property by the Purchaser as an investment on any basis whatsoever provided to the Purchaser by or on behalf of the Vendor.
  - (f) Geotechnical enquiries;
  - (g) The Purchaser acknowledges that the Title to the Land or the proposed lots may be affected or amended by anyone or more of the following:
    - (i) Redefinition of the boundaries of the Land and for consolidation of the separate lots comprising the Land;

- (ii) Road re-alignment or dedication;
  - (iii) Leases, easements or dedications relating to the provision of electricity substations;
  - (iv) Alteration to the lot numbers;
  - (v) Covenants, easements, dedications or restrictions as to user as reasonably required by the Vendor or Council or other Governmental Agency;
  - (vi) Such variation to landscaping as approved/required by Council;
- (h) If the Subdivision Plan as registered is affected or amended only as contemplated in this clause then the Subdivision Plan will be deemed to be substantially in form annexed hereto for the purposes of Special Condition 34A of this Contract.

#### **41. Dealings and charges**

- 41.1 If at the time of completion there is lodged for registration but not yet registered or there is noted on any certificate of title in respect of the property or any part thereof any mortgage, writ or caveat, the Purchaser will if so required by the Vendor accept a discharge or withdrawal of the dealing so far as the same relates to the property provided that such discharge or withdrawal is duly executed and in registrable form and the registration fees payable are allowed by the Vendor to the Purchaser.
- 41.2 The Vendor will not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The Vendor will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing and will be entitled to serve a notice to complete on the Purchaser notwithstanding that, at the time or at any time after such notice is issued, there is a charge on the property for any rate, tax or outgoing.

#### **42. Vendor's Disclosures**

- 42.1 The Vendor discloses that it may if necessary be obliged to procure the registration of a covenant in favour of the council over the development site under s88E of the Conveyancing Act. 1919 detailing the surface flow path; finished pavement and ground level; prevention of erection of any structure or fencing; onsite Storm water Detention System.
- 42.2 Until the Vendor completes the sale of the Property the Vendor and persons authorised by the Vendor are entitled to and will conduct selling and leasing activities including the erection of signs and billboards on or about the property.
- 42.3 The Purchaser cannot make any claim or requisition or delay completion or rescind or terminate because of any matter disclosed in this clause 42 provided that such matters do not materially or adversely affect the Purchaser's rights in respect of the subject lot.

#### **43. Variations to Plans**

- 43.1 The parties acknowledge that for the purposes of this Special Condition 43 that:
- (a) "a minor variation" is a change which does not substantially, detrimentally and permanently affect the Property; and
  - (b) "a minor reduction in the are area of the Property" means a reduction of not more

than five per cent (5%) in the area of the Property as shown on the Draft Plan.

- 43.2 The Vendor may, before registration make changes to the Subdivision Plan which the Vendor considers necessary or desirable including:
- (a) The numbering of lots;
  - (b) The dimensions of lots;
  - (c) The location of lots;
  - (d) The layout of lots;
  - (e) The location of easements that may have been shown or proposed on the subdivision plan which are provisional;
  - (f) Any changes or additions made under clause 39; and
  - (g) The Purchaser cannot, subject to clause 43.2 make a claim or requisition or rescind or terminate in respect of any changes to the subdivision plan.
- 43.3 No claim can be made by the Purchaser in respect of:
- (a) Any minor variations or discrepancies in the position of the Property; and
  - (b) Any minor reduction in the area or dimensions of the Property.
- 43.4 If there is or are one or more variations and/or discrepancies in relation to the Property which are not yet subject to 43.2, the Purchaser may rescind this Contract by notice in writing to the Vendor.
- 43.5 The Purchaser acknowledges that a minor variation or discrepancy in the position of the Property or a minor reduction in the area of the dimensions of the Property is not a change such that the Purchaser:
- (a) would not have entered into the Contract had the Purchaser been aware of the change; and
  - (b) would be materially prejudiced

for the purposes of section 66ZO and section 66ZP of the Conveyancing Act.

- 43.6 The right of rescission conferred by clause 43.2 must be exercised (despite clause 19.1.1) by serving notice within 14 days of the Vendor serving the subdivision plan as registered and this time is essential. If the right of rescission conferred by this sub-clause is not exercised, as aforesaid this contract remains binding in all respects as though the right of rescission had not been included.

#### **44. Changes to easements, covenants and restrictions**

- 44.1. To the fullest extent permitted by at law and subject to the terms of the Contract, he Vendor reserves the right to:
- (a) create further easements, covenants, positive covenants, and restrictions on the title to the property as may be reasonably required to effect the subdivision; and
  - (b) create substation leases.
- 44.2 The Purchaser cannot make a claim or requisition or rescind or terminate in respect of any:

- (a) further easements, covenants and restrictions as to user created in addition to those set out in the subdivision plan or in this contract; and
- (b) further substation leases created in addition to those disclosed in this contract,

Provided that, and notwithstanding any condition in this contract (if any) to the contrary, such matters do not materially or adversely affect the Purchaser's rights in respect of the property or detrimentally affect the property to an extent which is substantial.

**45. Intentionally Deleted**

**46. Replacement of documents**

The Vendor may prior to registration of the subdivision plan serve notice on the Purchaser's solicitor that it wishes to replace any or all of the documents or plans in this contract and provide the Purchaser's solicitor with a copy of the same. From the receipt of the notice referred to herein by the Purchaser's solicitor the replacement documents or plans shall be taken to have replaced the original documents or plans subject to other provisions of the contract. The Purchaser shall not be entitled to make any objection, requisitions or claim for compensation, delay completion or rescind in respect of the replacement documents or plans unless there is a difference between replacement documents or plans and the original documents or plans which detrimentally affects the property to an extent which is substantial in which case the Purchaser may within seven (7) days of receipt of the notice and the replacement documents and plans referred to herein rescind the contract by notice in writing and the provisions of clause 19 herein shall apply and this time is essential.

**47. No Caveat**

Notwithstanding any other special condition in this Contract, the Purchaser must not at any time prior to Completion, register a caveat over the Land or the Property with has the effect of precluding registration of any plan, instrument, restriction, easement or right.

**48. Section 10.7 planning certificate**

The Purchaser acknowledges that the s 10.7 planning Certificate is annexed to this contract. The Purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of the accuracy of the Certificate. The provisions of this clause shall not merge on completion of this contract.

**49. Disclosure Statement**

The Purchaser acknowledges that it has received the Disclosure Statement before it entered into this Contract which the Purchaser has read and understood.

**50. Drainage Diagram and Service Location Print**

The Purchaser acknowledges that at the date of this contract attached to this contract are the only diagrams available from local council. The Purchaser shall make its own enquiries and will make no objection, requisition or claim in respect of the same.

**51. Services**

The Purchaser may not make any Claim:

- 51.1 whether or not the Property is subject to or built over (with or without the consent of any Authority) and Service;

- 51.2 whether or not the Property has the benefit of any rights or easements in respect of any Service or mains, pipes or connections for any Service;
- 51.3 in respect of any defects of any Service;
- 51.4 if any underground or surface stormwater drain passes through or over the Property;
- 51.5 should any manhole, vent or substation be on the Property; or
- 51.6 should any Service constructed between the date of this Contract and Completion, provided notice has been given to the Purchaser before Completion;

provided that such matters do not materially prejudice the Purchaser in constructing a dwelling on the Property.

## **52. Adjustments**

- 52.1 If at completion no separate assessment for water and sewerage rates for the property or for the parcel for the quarter current at completion has been issued then:
  - (a) no regard is to be had to the actual assessment when it issues.
  - (b) the Purchaser agrees to accept \$300.00 as the amount payable for water and sewerage rates for the property for the quarter current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with clause 14, and
  - (c) The Vendor must pay any assessment of water and sewerage rates which may be issued for the property or the parcel for the quarter current at completion when such assessment is issued. The Vendor must pay on or before completion any other assessment of water and sewerage rates which have issued for the property and the parcel.
- 52.3 If at completion no separate assessment for council rates for the property or for the parcel for the year current at completion has been issued then:
  - (a) No regard is to be had to the actual assessment when it issues.
  - (b) The Purchaser agrees to accept \$1,000.00 as the amount payable for council rates for the property for the year current at completion which amount must be adjusted on the basis that it is paid on completion in accordance with clause 14.
  - (c) The Vendor must pay any assessment of council rates which may be issued for the property or the parcel for the year current at completion when such assessment is issued. The Vendor must pay on or before completion any other assessment of council rates which have issued for the property and the parcel.
- 52.4 Land tax shall be adjusted on completion on the amount of land tax payable for the land of which the Property forms part as advised by Revenue NSW, land tax division ("the land tax assessment"). There shall be an apportionment for the Property part of the land tax assessment on a unit entitlement basis in accordance with the actual amount paid or payable by the Vendor in respect of the said Land as a whole, which amount shall then be adjusted in accordance with clause 14.1.
- 52.6 The Purchaser shall not be entitled to make any objection, requisition, claim or delay completion or rescind or terminate this contract as a result of, or in relation to or arising out of the amount of the strata levies payable with respect to the Property at or after registration of the Strata Plan.

**53. Agent**

The Purchaser warrants he has not been introduced to the Vendor or to the property by any agent or other person entitled to claim remuneration or commission other than the Agent (if any) noted as "Vendor's Agent" in this Contract. The Purchaser hereby indemnifies the Vendor against all claims actions suits demands costs and expenses in connection with a breach of this warranty and indemnity. This warranty and indemnity on the part of the Purchaser shall not merge on completion but shall continue for the benefit of the Vendor.

**54. Conveyancing Act and Regulations**

Subject to the provisions of this Contract, Section 52A(2)(b) of the Conveyancing Act, 1919 and the Regulations under that Act and to the Conveyancing (Sale of Land) Regulation 2017, the Purchaser acknowledges and agrees that:

- 54.1 it has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract; and
- 54.2 it has made all such enquiries and investigations as he deems appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

**55. Intentionally deleted****56. FIRB**

The Purchaser warrants to the Vendor that:

- (a) if the Purchaser is a natural person it is ordinarily resident in Australia or if the Purchaser is a corporation there is no substantial foreign interest in the Purchaser; and
- (b) whether the Purchaser is a natural person or a corporation, the acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 ("Act") and is not examinable by the Foreign Investment Review Board ("FIRB").

If the Purchaser breaches this warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This clause shall not merge on completion.

**57. Capacity**

- 57.1 If the Purchaser or any one or more of them prior to completion dies or becomes mentally ill, the Vendor may rescind this contract by service of notice, whereupon the provisions of clause 19 shall apply.
- 57.2 If the Purchaser, being a corporation:
  - (a) goes into liquidation or provisional liquidation; or
  - (b) has a receiver or receiver and manager appointed to it or any of its assets; or
  - (c) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or
  - (d) stops payment or is unable to pay its debts within the meaning of the Corporations Law; or
  - (e) if any order is made or a resolution is effectively passed for the winding up of the Purchaser,

then it is in breach of an essential obligation of this contract, and the Vendor may terminate this contract by service of notice, in which event the provisions of clause 9 shall prevail.

57.3 If the Purchaser is a natural person, the Purchaser warrants to the Vendor that:

- (a) he or she is not an undischarged bankrupt;
- (b) he or she has not entered into a deed of arrangement or called a meeting of creditors under Part X of the Bankruptcy Act 1966; and
- (c) he or she has not committed an act of bankruptcy.

## **58. Severability**

Each clause and sub-clause of the conditions of this Contract will be severable from each other clause and sub-clause and the circumstance that for any reason any clause or sub-clause is invalid or unenforceable will not prejudice or in any way affect the validity or enforceability of any other clause or sub-clause.

## **59. Notices**

### **59.1 Period of Notice**

The parties acknowledge that a period of fourteen (14) days is sufficient period for any notice issued under or pursuant to the provisions of this Contract.

### **59.2 Method of Service**

In addition to the provision of Special Condition 67, service of any document under or relating to this Contract may be affected on a party or that party's solicitor:

- (a) if addressed to that party or to that party's solicitor at the respective addresses set out in the Particulars and posted by ordinary pre-paid post in which case service will be deemed to have been effected on the second business day following the date of posting; and
- (b) if sent by email to the email address of that party and/or that party's solicitor set out in the Particulars.

### **59.3 Time for Service by Email**

Any notice serviced by email in accordance with 59.3 (b), in the absence of proof to the contrary, will be deemed to have been received by the party whom it was sent on the date of the email being sent provided that:

- (a) the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty-four (24) hours of the email being sent; and
- (b) if the time of sending is later than 5:00pm in the place to which the email is sent, it will be deemed to have been received at the commencement of business on the next business day in that place.

## **60. Guarantee**

60.1 If the Purchaser is or includes a corporation (other than a corporation listed on the Australian Stock Exchange) then in consideration of the Vendor agreeing to enter into this Contract each person who signs this Contract on behalf of that corporation:

- (a) will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if that person was the Purchaser under this Contract; and
- (b) will procure the execution by at least two (2) directors or shareholders (being persons over the age of 18 years) of the corporation of this Contract and any of the Vendor and its solicitors and the selling agent named in this Contract are each separately authorised to complete this Contract by inserting the name of each such person in Clause 60.2 of this Contract.

60.2 In this Contract:

- (a) **“guarantor”** means \_\_\_\_\_ of \_\_\_\_\_  
and \_\_\_\_\_ of \_\_\_\_\_
- (b) **“guaranteed money”** means all amounts that, whether by law, in equity, under statute or otherwise, are payable, are owing but not currently payable or are contingently owing or which remain unpaid by the Purchaser to the Vendor at any time or that are reasonably foreseeable as likely, after that time, to fall within any of those categories for any reason or circumstance in connection with this contract of any transaction contemplated by it;
- (c) **“guaranteed obligations”** means all the Purchaser's express or implied obligations to the Vendor in connection with this contract or any transaction contemplated by it.

60.3 In this contract, unless the contrary intention appears;

- (a) a reference to guarantor is a reference to all persons named as guarantor jointly and each of them severally; and
- (b) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as guarantor jointly and each of them severally.

60.4 The guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this contract. The guarantor acknowledges valuable consideration received from the Vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

60.5 The guarantor unconditionally and irrevocably guarantees to the Vendor payment of the guaranteed money and the due and punctual performance by the Purchaser of the guaranteed obligations.

60.6 If the Purchaser does not pay the guaranteed money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the guaranteed money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

60.7 If the Purchaser does not duly and punctually perform the guaranteed obligations in accordance of the terms of the document under which they are to be performed then the guarantor agrees to perform the guaranteed obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

60.8 As a separate undertaking, the guarantor indemnifies the Vendor against all liability or loss arising from and any costs, charges or expenses incurred in connection with:

- (a) the guaranteed money not being recoverable from the guarantor or from the Purchaser; and
  - (b) the guaranteed obligations not being duly and punctually performed because of any circumstance whatsoever.
- 60.9 This guarantee and indemnity is a continuing security and extends to all of the guaranteed money and other money payable under this guarantee and indemnity and to all the guaranteed obligations. The guarantor waives any right, power, remedy or security claim from the Purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 60.10 The liabilities of the guarantor under this guarantee and indemnity are as a guarantor, indemnifier and principal debtor and those liabilities and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:
- (a) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
  - (b) the acquiescence, delay acts, omissions or mistakes on the part of the Vendor; or
  - (c) any variation or novation of a right of the Vendor, or alteration of this contract or document, in respect of the Purchaser.
- 60.11 As long as the guaranteed money or other money payable under this guarantee and indemnity remains unpaid or the guaranteed obligations or any of them remain unperformed, the guarantor may not, without the consent of the Vendor:
- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the Purchaser or its property; or
  - (b) prove in competition with the Vendor if a liquidator, provisional liquidator or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.
- 60.12 The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.
- 60.13 The obligations of the guarantor under this clause are essential and will continue after completion.
- 60.14 It is an essential term of this contract for the benefit of the Vendor that the guarantor signs this contract and if the guarantor does not sign this contract the Vendor may treat same as breach of an essential provision of this contract by the Purchaser.

## **61. Enclosed documents**

- 61.1 The Purchaser acknowledges that copies of the following documents are annexed hereto:
- (a) Draft Plan of Subdivision;
  - (b) Proposed Subdivision Lot Layout;
  - (c) Folio Identifier 285/1262714;
  - (d) Deposited Plan 1262714 and Section 88B instrument;
  - (e) Deposited Plan 1039424 and Section 88B instrument;
  - (f) Deposited Plan 1064203 and Section 88B instrument;

- (g) Deposited Plan 1064211 and Section 88B instrument;
- (h) Deposited Plan 1079132 and Section 88B instrument;
- (i) Deposited Plan 1081599 and Section 88B instrument;
- (j) Deposited Plan 1081601 and Section 88B instrument;
- (k) Section 10.7(2) & (5) certificate issued by Bega Valley Shire Council 1 September 2022; and
- (l) Sewer Junction Diagram issued by Bega Valley Shire Council dated 26 August 2022.

61.2 The Vendor does not warrant the accuracy or completeness of any of the copy documents annexed or exhibited to this Contract and no requisition or claim shall be raised by the Purchaser in respect to any matters referred to therein or arising therefrom.

## **62. Miscellaneous**

- 62.1 Should the Purchaser become entitled to rescind this Contract for the breach of the warranty in clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulation 2017, the Vendor shall also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his notice of rescission.
- 62.2 Each party to this Contract authorises his, her or their solicitor or licensed conveyancer or any employee of that solicitor or licensed conveyancer up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

## **63. Finance**

The Purchaser warrants that they do not require finance to purchase this property or they have already obtained approval for finance or has satisfied themselves as to their ability to do so. The Purchaser further acknowledges that as a consequence of making this disclosure the Purchaser cannot terminate this Contract pursuant to the Consumer Credit (NSW) Act 1995.

## **64. Requisitions**

The Purchaser agrees that the only form of requisitions on title the Purchaser may make under provision 5 is to be in the form of the requisitions on title annexed hereto.

## **65. Deposit**

- 65.1 The deposit is agreed to be 10% of the purchase price notwithstanding any lesser figure or percentage of the purchase price shown as deposit on the front page of this Contract. If the Vendor shall permit the Purchaser to pay the 10% deposit in instalments then the Purchaser agrees to pay same as follows:
- (a) 5% of the purchase price as at the date of this Contract; and
  - (b) 5% on Completion hereinafter the "the balance deposit due date".
- 65.2 The Vendor shall not be obliged to complete the sale of the property unless the amount of unpaid deposit is paid as aforesaid.
- 65.3 Any interest earned on the investment of any instalment of the deposit shall be paid to the Vendor.

65.4 In the event that the Purchaser shall fail to pay the amount of deposit referred to in sub-paragraph b) by the balance deposit due date, then the Purchaser agrees that the amount of unpaid deposit shall be a liquidated debt due by the Purchaser to the Vendor and that the Vendor shall be able to recover the amount of balance unpaid deposit in any Court of competent jurisdiction together with:

- (i) The Vendor's legal costs and disbursements on an indemnity basis; plus
- (ii) Interest at 10% calculated on the amount of unpaid deposit from the balance deposit due date until the date that the balance deposit is paid by the Purchaser to the Vendor.

## **66. Disclosure and Purchaser Claims**

### **66.1 Entire Agreement**

- (a) This Contract contains the entire agreement between the parties in relation to the Property, notwithstanding:
  - (i) any negotiations or discussions held between the parties, their representatives or agents; and
  - (ii) the terms of any sales brochures or other documents issued prior to the execution of this Contract.

### **66.2 Purchaser acquires subject to services**

The Purchaser is not entitled to make any Claim by reason of

- (a) any easements for inter-allotment drainage, easements to drain water, easements for services, easements for access, use, maintenance and construction of pipelines not disclosed in this Contract provided that any or all such easements are located as near as possible to the boundaries of the Property, and when practicable parallel to the nearest boundary of the Property; and
- (b) any additional easements or restrictions required by any Authority

provided that such matters do not materially prejudice the Purchaser in constructing a residential dwelling on the Property.

## **67. Fencing**

67.1 Notwithstanding any other Special Condition herein, the Purchaser:

- (a) cannot require the Vendor to erect or contribute to the cost of the erection of any dividing fence or retaining wall works between the Property and any land adjoining it owned by the Vendor; and
- (b) must ensure that any transferee of the Property cannot make any claim against the Vendor in relation to such cost.

67.2 This Special Condition does not merge on Completion.

## **68. Electronic Transaction**

The requirements of section 9(1)(a) of the *Electronic Transactions Act 2000* (NSW) will be met with respect to signing of this Contract for exchange if a party's solicitor forwards by facsimile transmission or email to the other party's solicitor a scanned copy of the contract electronically signed by the party (i.e via DocuSign or similar platform). For the purposes of s9(1) of the *Electronic Transactions Act 2000* (NSW) each party consents to the signed counterparts being provided for exchange by the method described in this clause.

**69. Purchaser as Trustee**

The purchaser which is entering this contract in the capacity of trustee warrants that:

- (a) as trustee, it has power under the trust:
  - i. to enter into and execute this Contract;
  - ii. to perform all the obligations in the manner and to the extent contemplated by this Contract; and
  - iii. to do all things required by this Contract;
- (b) there are no restrictions or conditions upon such activity by the trustee;
- (c) it is not in default under the trust; and
- (d) there is no material or substantial fact or circumstance relating to the assets, matters or affairs of the trust which might, if disclosed, be reasonably expected to affect the decision of the vendor to enter this Contract.

**70. Limitation of Trust Liability**

- 70.1 The Vendor enters into this Contract as trustee of a trust and in no other capacity. The Purchaser acknowledges that the Vendor incurs any Vendor obligations under this Contract solely in its capacity as trustee of the trust.
- 70.2 Subject to 70.6 below, the Vendor will not be liable to pay or satisfy any Vendor obligations under this Contract except out of the assets against which it is actually indemnified in respect of any liability incurred by it as trustee of the trust.
- 70.3 Subject to clause 70.6 below, the Purchaser may enforce any of its rights (as applicable) against the Vendor arising from non-performance of the Vendor's obligations hereunder only in its capacity as trustee of the trust and only to the extent of the Vendor's right of indemnity out of the assets of the trust.
- 70.4 Subject to clause 70.6 below, if the Purchaser does not recover all money owing to it arising from non-performance of the Vendor's obligations hereunder, it may not seek to recover the shortfall by:
  - (a) Bringing proceedings against the Vendor in its personal or corporate capacity; or
  - (b) Apply to have the Vendor put into administration or wound up or applying to have a receiver or similar person appointed to the Vendor or proving in the administration or winding up of the Vendor.
- 70.5 Subject to clause 70.6 below, the Purchaser waives its rights and releases the Vendor from any personal and/or corporate liability whatsoever, in respect of any loss or damage:
  - (a) Which it may suffer as a result of any:
    - (i) Breach by the Vendor of any of its obligations hereunder; or
    - (ii) Non-performance by the Vendor of any Vendor obligations hereunder, and
  - (b) Which it cannot be paid or satisfied out of the assets of which the Vendor is entitled to be indemnified in respect of any liability incurred by it as trustee of the trust.
- 70.6 The Purchaser acknowledges that the whole of this Contract is subject to this clause 70 and the Vendor shall in no circumstances be required to satisfy any liability of the Vendor arising under, or for non-performance or breach of any Vendor obligations under or in respect of this Contract or under or in respect of any other document to which it is expressed to be a party out of any funds, property or assets other than the assets of the trust under the Vendor's control and in its possession as and when they are available to

the Vendor to be applied in exoneration for such liability, provided that if the liability of the Vendor is not fully satisfied out the assets of the trust as referred to in this clause 70, the Vendor will be liable to pay out of its own funds, property and assets the unsatisfied amount of that liability but only to the extent of the total amount, if any, by which the assets of the trust have been reduced by reasons of fraud, negligence or breach of trust by the Vendor in the performance of the Vendor's duties as trustee of the trust.

- 70.7 The parties agree that no act or omission of the Vendor (including any related failure to satisfy any Vendor obligations hereunder) will constitute fraud, negligence or breach of trust of the Vendor for the purpose of this clause 70 to the extent to which the act or omission was caused or contributed to by any failure of any other person to fulfil its obligations relating to the trust or by any other act or omission of any other person.
- 70.8 No attorney, agent or other person appointed in accordance with his Contract has authority to act on behalf of the Vendor in a way which exposes the Vendor to any personal liability (except in accordance with the provision of this clause 70), and no act or omission of such a person will be considered fraud, negligence or breach of trust of the Vendor for the purpose of this clause 70.

### **71. Vendor Disclosures**

- 71.1 The Vendor discloses:
- (a) It intends to cause to the Land to be subdivided into lots comprising of vacant land;
  - (b) In undertaking the Development, it may be necessary or desirable for the Vendor to create Interests affecting the Land part thereof and the Vendor may create such Interests in the course of undertaking the Development;
  - (c) In undertaking the Development it may be necessary or desirable for the Vendor to apply to have the consent of any Authority amended or varied, and the Vendor may apply for and obtain such amendment or variation
- 71.2 The Purchaser must not make any claim because of any of the matters disclosed in clause 71.1.

### **72. No Sale or Transfer without Vendor's Consent**

- 72.1 The Purchaser must not sell, transfer, enter into or purport to enter into any agreement to transfer or sell the Property, or any interest in the Property, to any person or entity at any time on or prior to Completion without the Consent of the Vendor.
- 72.2 The Vendor's consent under Special Condition 72 may be withheld, granted conditionally or granted unconditionally, in the Vendor's absolute discretion.

### **73. No Landscaping to be Completed Prior to Occupation Certificate**

- 72.1 No landscaping may be carried out on any part of the Property including the front yard prior to an occupation certificate being issued for the Property.
- 72.2 The Vendor reserves the right to create a restriction to this effect.

**ANNEXURE "A" TO CONTRACT FOR SALE OF LAND  
EDEN HOLDINGS GROUP PTY LTD (ACN 658 357 781) ATF EHG UNIT TRUST AND KP  
FAMILY PROPERTY PTY LTD (ACN 616 297 379) ATF KP FAMILY TRUST AS VENDORS AND  
AS PURCHASER(S)**

**OF PROPERTY SITUATED AT  
PROPOSED LOT IN AN UNREGISTERED PLAN BEING PART OF FOLIO IDENTIFIER  
285/1262714**

**RELATING TO EXECUTION BY THE GUARANTORS OF THE CONTRACT**

**EXECUTED** on behalf of )  
(ACN )  
by the authorised persons whose signatures )  
appear below pursuant to section 127 of the )  
Corporations Act 2001 )

.....  
Signature

.....  
Signature

.....  
Name (please print)

.....  
Name (please print)

.....  
Position held

.....  
Position held

**SIGNED** by the Guarantor )  
in the presence of: )

.....  
Witness

.....  
Guarantor

.....  
Name (please print)

.....  
Name (please print)

**SIGNED** by the Guarantor )  
in the presence of: )

.....  
Witness

.....  
Guarantor

.....  
Name (please print)

.....  
Name (please print)

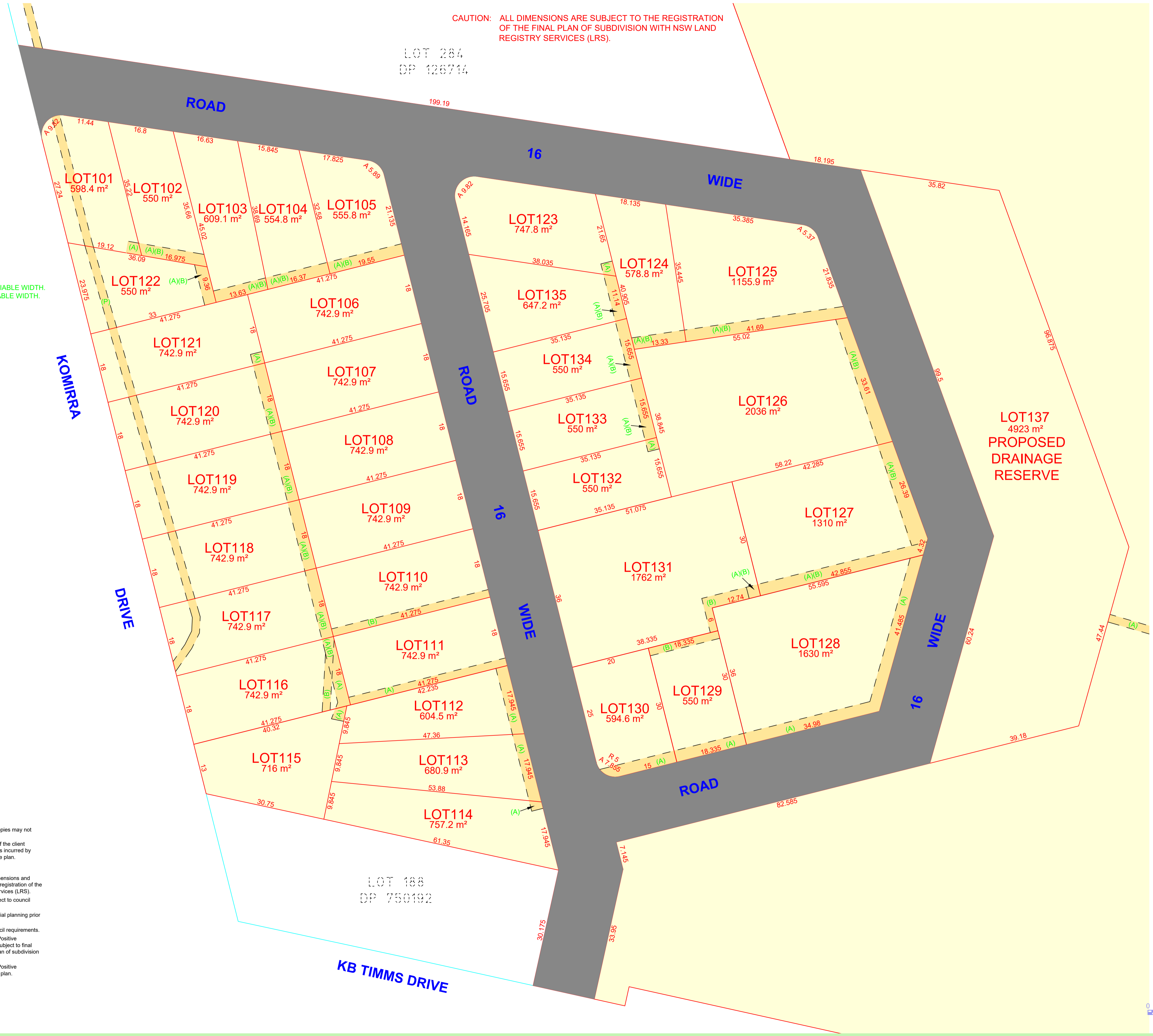
**ANNEXURE "B" TO CONTRACT FOR SALE OF LAND  
EDEN HOLDINGS GROUP PTY LTD (ACN 658 357 781) ATF EHG UNIT TRUST AND KP  
FAMILY PROPERTY PTY LTD (ACN 616 297 379) ATF KP FAMILY TRUST AS VENDORS AND  
AS PURCHASER(S)  
OF PROPERTY SITUATED AT  
PROPOSED LOT IN AN UNREGISTERED PLAN BEING PART OF FOLIO IDENTIFIER  
285/1262714**



CAUTION: ALL DIMENSIONS ARE SUBJECT TO THE REGISTRATION OF THE FINAL PLAN OF SUBDIVISION WITH NSW LAND REGISTRY SERVICES (LRS).

LOT 284  
DP 126714

- (A) PROPOSED EASEMENT TO DRAIN SEWAGE 2, 3 WIDE AND VARIABLE WIDTH.
- (B) PROPOSED EASEMENT TO DRAIN WATER 2, 3 WIDE AND VARIABLE WIDTH.
- (P) EASEMENT FOR SERVICES 2 WIDE (DP1262714).



LOT 137  
4923 m²  
PROPOSED  
DRAINAGE  
RESERVE

NOTES - GENERAL

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LOT 188  
DP 750192



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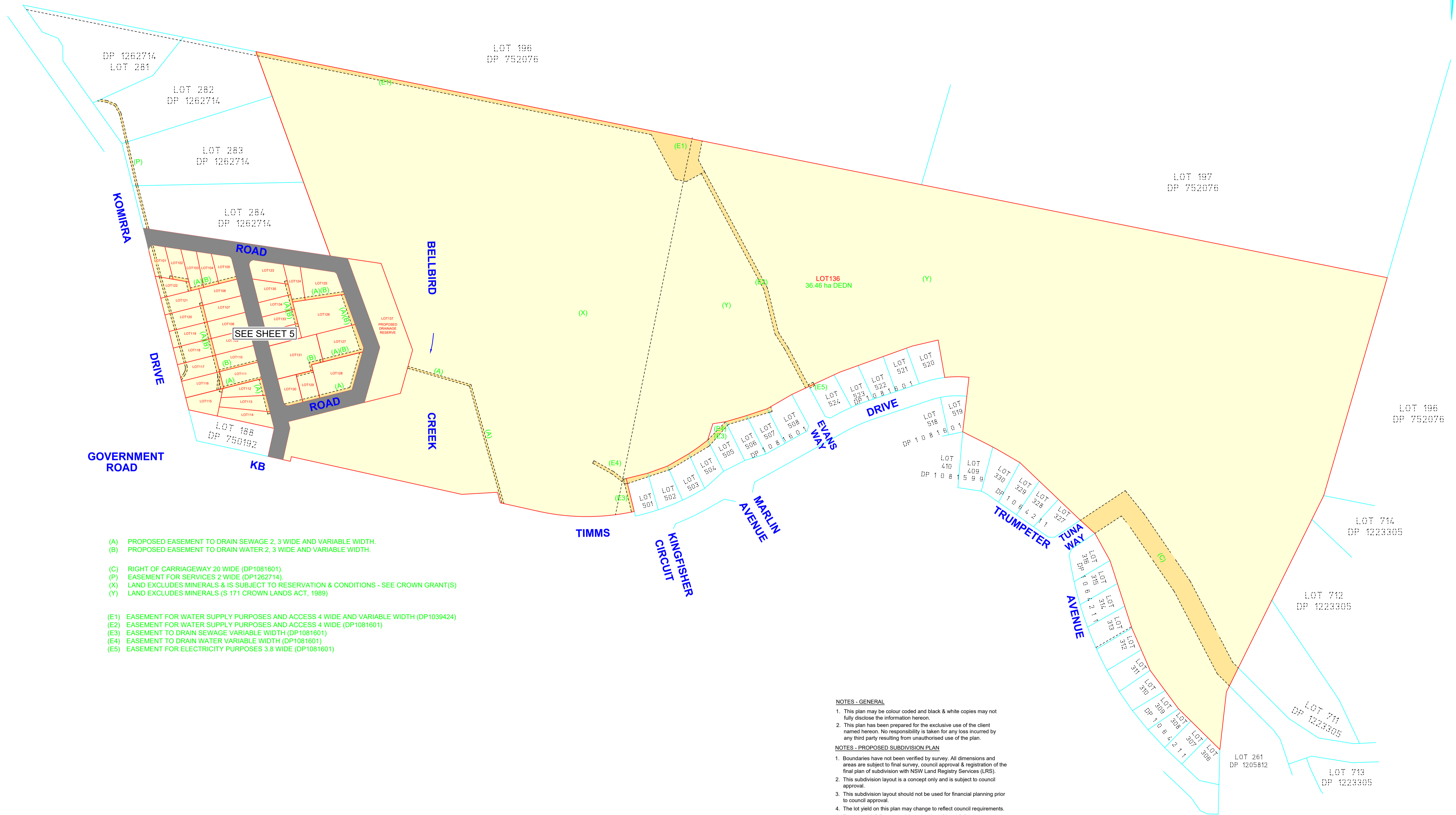
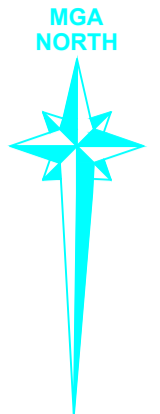
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Drafted  
CW 9/08/2022  
Checked  
PLM 9/08/2022

Title  
Client  
Site  
Locality EDEN

PROPOSED SUBDIVISION  
LOT LAYOUT  
EDEN LAND FUND PTY LTD  
LOT 285 DP 1262714 - KB TIMMS DRIVE  
LGA BEGA VALLEY

Our Ref:  
8235 PS1-V1  
Original Size Sheet No.  
A1 5 of 6

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- (B) PROPOSED EASEMENT TO DRAIN WATER 2, 3 WIDE AND VARIABLE WIDTH.
- (C) RIGHT OF CARRIAGEWAY 20 WIDE (DP1081601).
- (D) EASEMENT FOR SERVICES 2 WIDE (DP1262714).
- (X) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATION & CONDITIONS - SEE CROWN GRANT(S)
- (Y) LAND EXCLUDES MINERALS (S 171 CROWN LANDS ACT, 1989)
- (E1) EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 4 WIDE AND VARIABLE WIDTH (DP1039424)
- (E2) EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 4 WIDE (DP1081601)
- (E3) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1081601)
- (E4) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1081601)
- (E5) EASEMENT FOR ELECTRICITY PURPOSES 3.8 WIDE (DP1081601)

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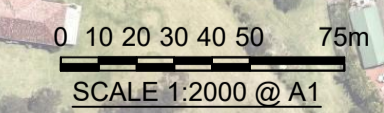
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- (B) PROPOSED EASEMENT TO DRAIN WATER 2.3 WIDE AND VARIABLE WIDTH
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- (E5) EASEMENT FOR ELECTRICITY PURPOSES 3.8 WIDE (DP1081601)
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nearmap



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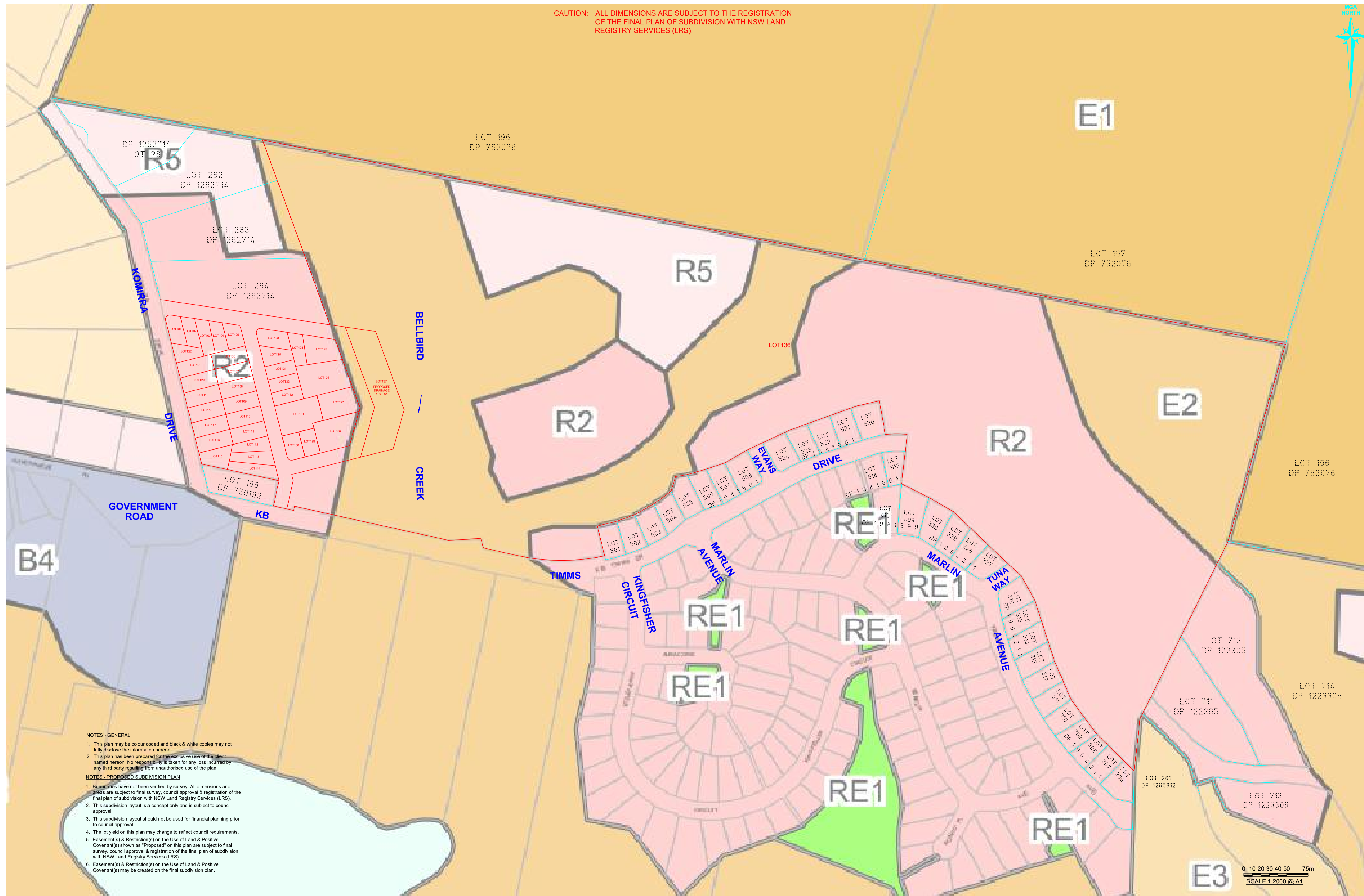
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Title  
Client  
Site  
Locality EDEN

**PROPOSED SUBDIVISION  
LOCATION PLAN WITH AERIAL**  
EDEN LAND FUND PTY LTD  
LOT 285 DP 1262714 - KB TIMMS DRIVE  
LGA BEGA VALLEY

Our Ref:  
**8235 PS1-V1**  
Original Size  
**A1**  
Sheet No.  
**2 of 6**

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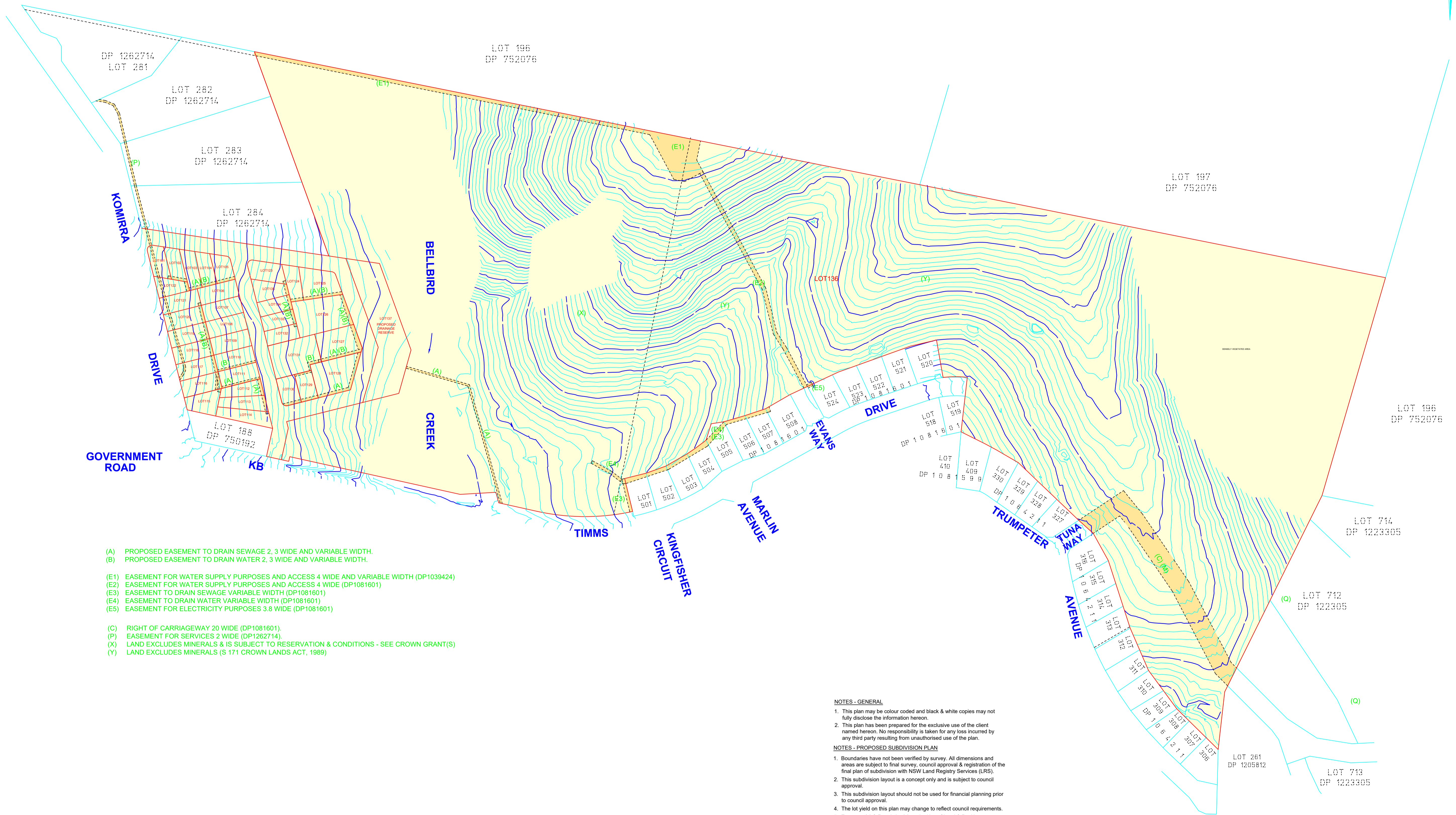
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Title  
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Site  
Locality EDEN

**PROPOSED SUBDIVISION PLAN  
LOCATION PLAN WITH ZONING**  
EDEN LAND FUND PTY LTD  
LOT 285 DP 1262714 - KB TIMMS DRIVE  
LGA BEGA VALLEY

Our Ref:  
**8235 PS1-V1**  
Original Size Sheet No.  
**A1 3 of 6**

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Contour Int. - 0.5 METRE

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Drafted  
CW 9/08/2022  
Checked  
PLM 9/08/2022

Title  
Client  
Site  
Locality EDEN

**PROPOSED SUBDIVISION  
SITE WITH CONTOURS**  
EDEN LAND FUND PTY LTD  
LOT 285 DP 1262714 - KB TIMMS DRIVE  
LGA BEGA VALLEY

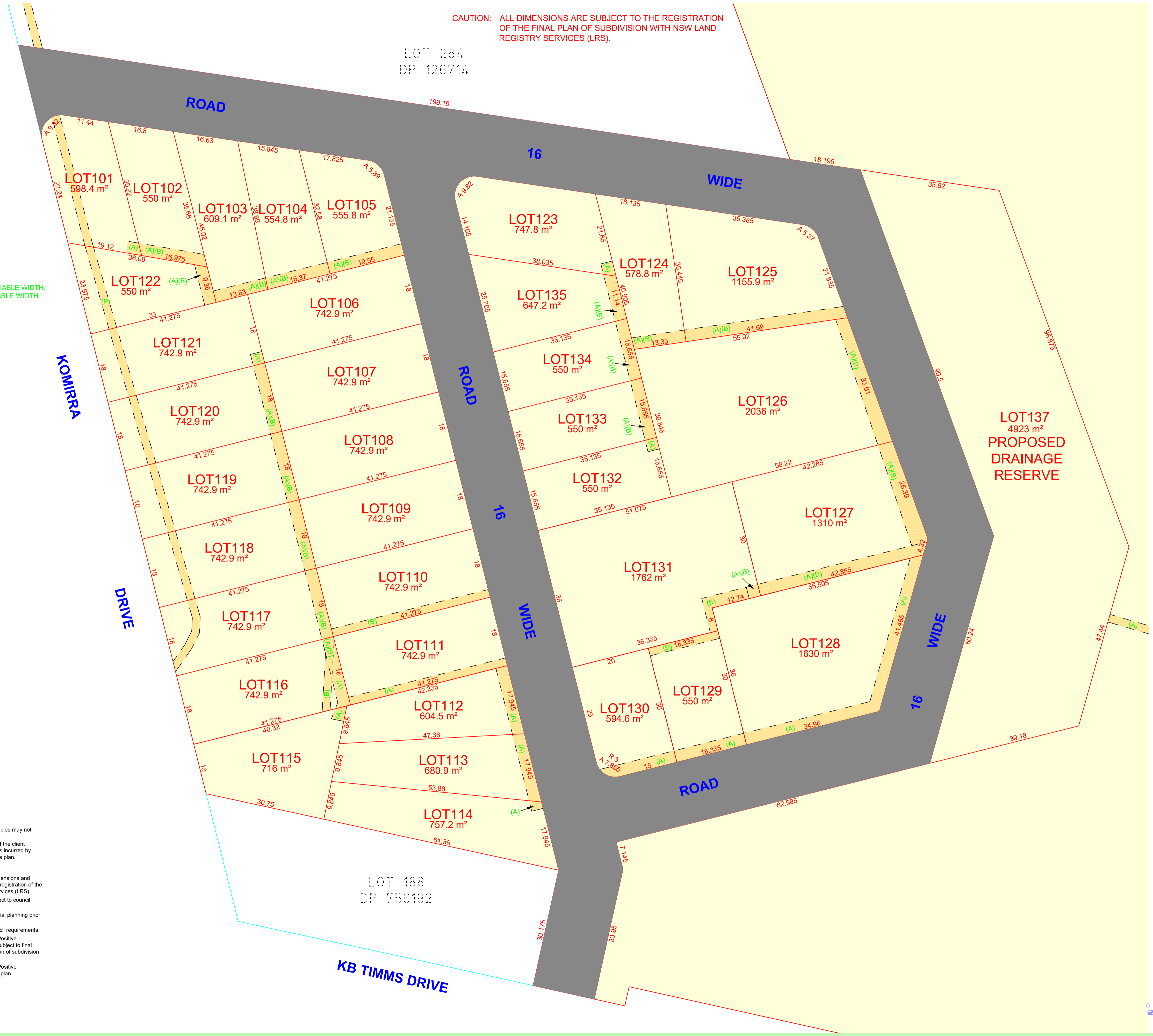
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**8235 PS1-V1**  
Original Size Sheet No.  
**A1 4 of 6**



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LOT 284  
DP 126714

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LOT 137  
4923 m²  
PROPOSED  
DRAINAGE  
RESERVE

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6. Easement(s) & Restriction(s) on the Use of Land & Positive Covenant(s) may be created on the final subdivision plan.

LOT 188  
DP 750192



4/199 ADELAIDE STREET  
PO BOX 363  
RAYMOND TERRACE, 2324  
P: 4987 1748  
reception@lemottee.com  
ABN 38 136 535 156

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FOR THE COMMISSION. UNAUTHORISED USE OF THIS DRAWING IS PROHIBITED.  
Liability limited by a scheme approved under  
Professionals Standards Legislation

Technical Details:  
Azimuth - MGA  
Origin -  
Easting -  
Northing -

Datum -  
Origin -  
R.L. -  
Contour Int. -

Surveyed  
Drafted  
CW 9/08/2022  
Checked  
PLM 9/08/2022

Title  
Client  
Site  
Locality EDEN

PROPOSED SUBDIVISION  
LOT LAYOUT  
EDEN LAND FUND PTY LTD  
LOT 285 DP 1262714 - KB TIMMS DRIVE  
LGA BEGA VALLEY

Our Ref:  
8235 PS1-V1  
Original Size Sheet No.  
A1 5 of 6

CAUTION: ALL DIMENSIONS ARE SUBJECT TO THE REGISTRATION OF THE FINAL PLAN OF SUBDIVISION WITH NSW LAND REGISTRY SERVICES (LRS).

LOT 284  
DP 126714



- (P) EASEMENT FOR SERVICES 2 WIDE (DP1262714)
- (A) PROPOSED EASEMENT TO DRAIN SEWAGE 2, 3 WIDE AND VARIABLE WIDTH.
- (B) PROPOSED EASEMENT TO DRAIN WATER 2, 3 WIDE AND VARIABLE WIDTH.

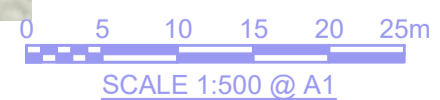


**NOTES - GENERAL**

1. This plan may be colour coded and black & white copies may not fully disclose the information herein.
2. This plan has been prepared for the exclusive use of the client named herein. No responsibility is taken for any loss incurred by any third party resulting from unauthorised use of the plan.

**NOTES - PROPOSED SUBDIVISION PLAN**

1. Boundaries have not been verified by survey. All dimensions and areas are subject to final survey, council approval & registration of the final plan of subdivision with NSW Land Registry Services (LRS).
2. This subdivision layout is a concept only and is subject to council approval.
3. This subdivision layout should not be used for financial planning prior to council approval.
4. The lot yield on this plan may change to reflect council requirements.
5. Easement(s) & Restriction(s) on the Use of Land & Positive Covenant(s) shown as "Proposed" on this plan are subject to final survey, council approval & registration of the final plan of subdivision with NSW Land Registry Services (LRS).
6. Easement(s) & Restriction(s) on the Use of Land & Positive Covenant(s) may be created on the final subdivision plan.



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Technical Details:  
Azimuth - MGA  
Origin -  
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Northing -

Datum -  
Origin -  
R.L. -  
Contour Int. -

Surveyed  
Drafted  
CW 9/08/2022  
Checked  
PLM 9/08/2022

Title  
Client  
Site  
Locality EDEN

**PROPOSED SUBDIVISION  
LOT LAYOUT WITH AERIAL**  
EDEN LAND FUND PTY LTD  
LOT 285 DP 1262714 - KB TIMMS DRIVE  
LGA BEGA VALLEY

Our Ref:  
**8235 PS1-V1**  
Original Size Sheet No.  
**A1 6 of 6**

**Instrument setting out terms of Easements or Profits à 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.**

**Plan:** Plan of SUBDIVISION  
 LOT 285 IN DEPOSITED PLAN 1262714  
 covered by Subdivision Certificate No.  
 dated

**Full name and address  
 of the owner of the land:** Eden Holdings Group Pty Ltd ACN 658 357 781 ATF EHG Unit Trust  
 KP Family Property Pty Ltd ACN 616 297 379 ATF KP Family Trust

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|--|-------------------------------|--|
| 1   | Restriction on the Use of Land   | __ to __ inclusive            | __ to __ inclusive   |

.....  
 Attesting Witness

**Instrument setting out terms of Easements or Profits à 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.**

Plan of SUBDIVISION LOT 285 IN DEPOSITED PLAN 1262714

**Plan:**

covered by Subdivision Certificate No.  
dated

**Part 2 (Terms)**

**Terms of easement, profit à prendre, restriction or positive covenant number one referred to in the plan:**

(a) No attached dual occupancy or any dwelling containing multiple attached occupancies is permitted to be constructed on the burdened Lot. Only single dwellings or detached dual occupancies are permitted to be constructed on the burdened Lot.

(b) No building or buildings shall be erected or placed on or be permitted to remain erected or placed on each Lot burdened unless wholly constructed of new or substantially new materials at the time of such erection or placement and except with external walls of rendered or bagged masonry, stone or architectural veneers, glass, weatherboarding of fibre cement architectural products, plywood and metal cladding including galvanised and pre-coloured metal cladding, copper and steel without the prior consent in writing of Eden Holdings Group Pty Ltd ACN 658 357 781 ATF EHG Unit Trust KP Family Property Pty Ltd ACN 616 297 379 ATF KP Family Trust.

(c) Any roofing material used on any dwelling erected or placed or permitted to remain erected on the burdened Lot must be non-reflective.

(d) No temporary dwelling, caravan, mobile home or similar vehicular residence shall be brought onto or be erected on any Lot and no person shall be permitted to reside in any building being erected on the lot until completion of its construction.

(e) No motor vehicle in excess of three tons in weight shall be permitted to be or to remain upon any Lot except during building operations for the loading or unloading of materials and/or equipment.

(f) No fence shall be constructed on any Lot to divide that lot from land owned by Eden Holdings Group Pty Ltd ACN 658 357 781 ATF EHG Unit Trust KP Family Property Pty Ltd ACN 616 297 379 ATF KP Family Trust without the consent of Eden Holdings Group Pty Ltd ACN 658 357 781 ATF EHG Unit Trust KP Family Property Pty Ltd ACN 616 297 379 ATF KP Family Trust provided that such consent shall not be withheld if such fence is constructed without expense to Eden Holdings Group Pty Ltd ACN 658 357 781 ATF EHG Unit Trust KP Family Property Pty Ltd ACN 616 297 379 ATF KP Family Trust.

(g) No waste or garbage receptacle, water tank, hot water system or clothesline shall be permitted to remain upon the Lot burdened or part thereof of such that it is visible from the adjacent public street except during any building operation and a placement for the immediate collection by waste or garbage removal agencies.

(h) No satellite dish, antenna, roof mounted air conditioning units, swimming pool heating or solar hot water storage devices shall be permitted to remain upon the Lot burdened or part thereof such that it is visible from the adjacent public street or neighbouring Parkland nor be located above the ridgeline of the associated dwelling without the consent of Eden Holdings Group Pty Ltd ACN 658 357 781 ATF EHG Unit Trust KP Family Property Pty Ltd ACN 616 297 379 ATF KP Family Trust.

(i) The storage of hazardous materials is prohibited on any of the burdened Lots.

.....  
Attesting Witness

**Instrument setting out terms of Easements or Profits à 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.**

Plan of SUBDIVISION LOT 285 IN DEPOSITED PLAN 1262714

**Plan:**

covered by Subdivision Certificate No.  
dated

**Part 2 (Terms)**

**Terms of easement, profit à prendre, restriction or positive covenant number one referred to in the plan:**

(j) Any purchaser under Contract of Sale to purchase the burdened Lot may not sell, transfer, enter into or purport to enter into any agreement to transfer or sell the burdened Lot, or any interest in the burdened Lot to any person or entity at any time prior to completion without the consent of Eden Holdings Group Pty Ltd ACN 658 357 781 ATF EHG Unit Trust KP Family Property Pty Ltd ACN 616 297 379 ATF KP Family Trust.

(k) The burden lots must be for a purely residential use and cannot be used for any improper use.

(l) The usage of the burdened Lot must be approved by Bega Valley Shire Council.

(m) The ratio of the dwelling size to the size of the burdened lot is 0.5:1 or as updated by Bega Valley Shire Council from time to time.

(n) All caravans, boats and other temporary dwellings permitted to remain on the burdened Lot must sit behind the front fence line.

.....  
Attesting Witness

**Instrument setting out terms of Easements or Profits à 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.**

Plan of SUBDIVISION LOT 285 IN DEPOSITED PLAN 1262714

**Plan:**

covered by Subdivision Certificate No.  
dated

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified.

**Company name :** Eden Holdings Group Pty Ltd ATF EHG Unit Trust

**Company ACN or ABN :** 658 357 781

**Authority :** section 127 of the Corporations Act 2001

**Signature :**

**Signature :**

**Name :**

**Name :**

**Position :**

**Position :**

.....  
Attesting Witness

**Instrument setting out terms of Easements or Profits à 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.**

Plan of SUBDIVISION LOT 285 IN DEPOSITED PLAN 1262714

**Plan:**

covered by Subdivision Certificate No.  
dated

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified.

**Company name :** KP Family Property Pty Ltd ATF KP Family Trust

**Company ACN or ABN :** 616 297 379

**Authority :** section 127 of the Corporations Act 2001

**Signature :**

**Signature :**

**Name :**

**Name :**

**Position :**

**Position :**

.....  
Attesting Witness



FOLIO: 285/1262714

-----

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| -----       | ----    | -----      | ----     |
| 26/8/2022   | 3:41 PM | 4          | 7/7/2022 |

LAND

-----

LOT 285 IN DEPOSITED PLAN 1262714  
 AT EDEN  
 LOCAL GOVERNMENT AREA BEGA VALLEY  
 PARISH OF BIMMIL COUNTY OF AUCKLAND  
 TITLE DIAGRAM DP1262714

FIRST SCHEDULE

-----

EDEN HOLDINGS GROUP PTY LTD  
 IN 49/100 SHARE  
 KP FAMILY PROPERTY PTY LTD  
 IN 51/100 SHARE  
 AS TENANTS IN COMMON (T AS274025)

SECOND SCHEDULE (21 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE SECTION 171 CROWN LANDS ACT, 1989
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 3 DP1039424 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1064203 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1064211 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1064211 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1064203 EASEMENT TO DRAIN WATER 3 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1064211 EASEMENT TO DRAIN WATER 2 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1039424 EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 4 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1079132 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1081599 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1081601 EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (21 NOTIFICATIONS) (CONTINUED)

- 
- 13 DP1081601 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 14 DP1081601 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
  - 15 DP1081601 EASEMENT FOR ELECTRICITY PURPOSES 3.8 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 16 DP1081601 EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 17 DP1081601 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 18 DP1262714 EASEMENT FOR SERVICES 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 19 DP1262714 POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
  - 20 DP1262714 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
  - 21 AS274026 MORTGAGE TO THE TRUST COMPANY (AUSTRALIA) LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

- (E1) EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 4 WIDE AND VARIABLE WIDTH (DP1039424)
- (E2) EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 4 WIDE (DP1081601)
- (E3) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1081601)
- (E4) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1081601)
- (E5) EASEMENT FOR ELECTRICITY PURPOSES 3.8 WIDE (DP1081601)
- (E6) RIGHT OF CARRIAGEWAY 20 WIDE (DP1081601) PRIVATE ACCESS - MANUKA LANE
- (S) EVANS WAY 20 WIDE
- (T) TUNA WAY 20 WIDE
- (P) EASEMENT FOR SERVICES 2 WIDE.

(X) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE CROWN GRANT(S)

(Y) LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT, 1989)

COORDINATE SCHEDULE

| MARK      | EASTING     | NORTHING      | CLASS | PU   | METHOD | STATE |
|-----------|-------------|---------------|-------|------|--------|-------|
| SSM 60726 | 758 473.294 | 5 896 894.953 | B     | 0.02 | SCMS   | FOUND |
| PM 77752  | 758 281.184 | 5 896 650.282 | B     | N/A  | SCMS   | FOUND |
| PM 124700 | 758 666.418 | 5 896 566.586 | C     | N/A  | SCMS   | FOUND |
| PM 124701 | 758 923.445 | 5 896 489.766 | C     | N/A  | SCMS   | FOUND |

DATE OF SCMS COORDS: 3rd FEBRUARY 2020. MGA ZONE: 55 MGA DATUM: GDA 2020 CSF: 1.000447

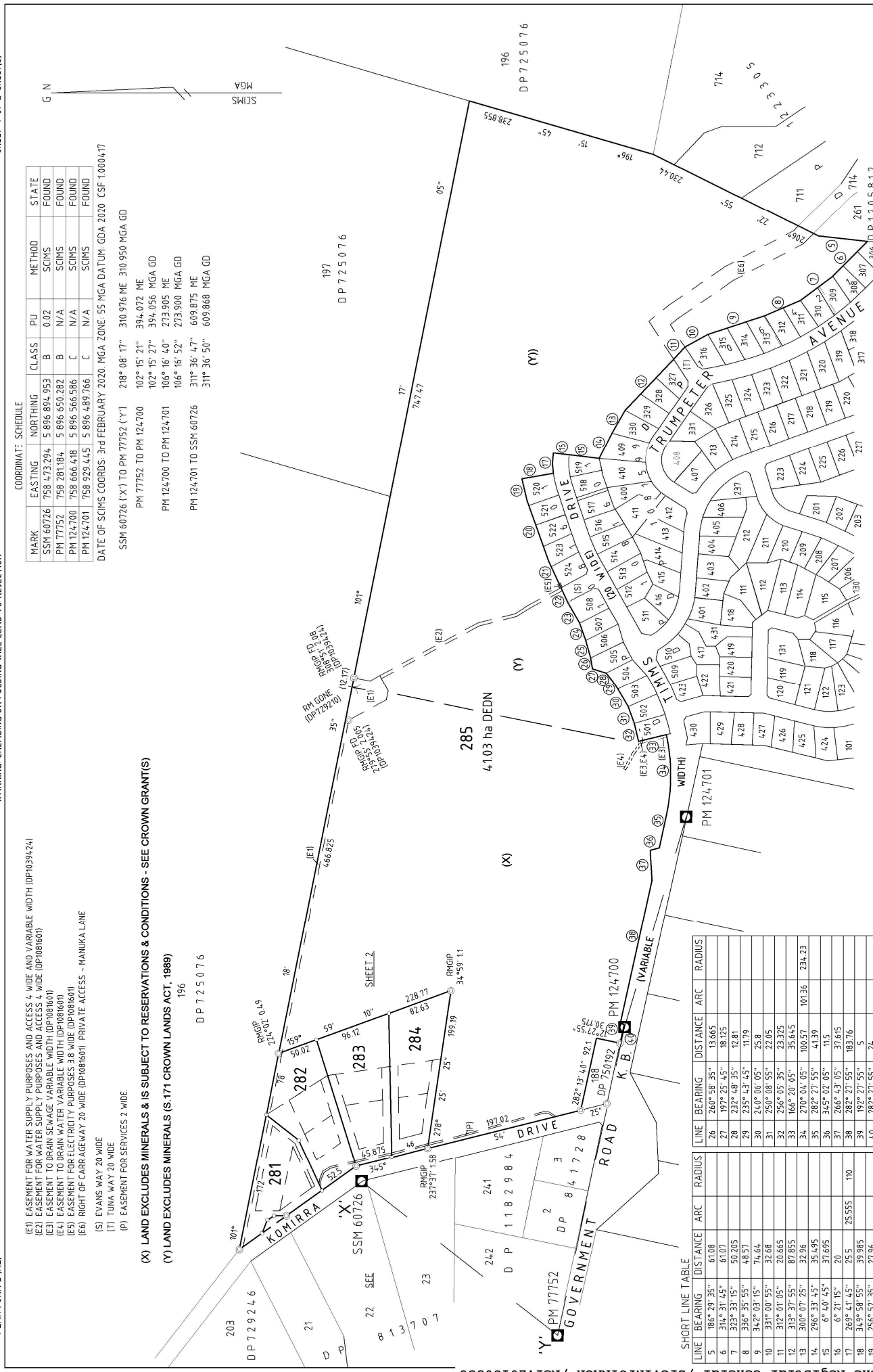
SSM 60726 (X) TO PM 77752 (Y) 218° 08' 17" 310.976 ME 310.950 MGA GD

PM 77752 TO PM 124700 102° 15' 21" 394.072 ME

PM 124700 TO PM 124701 106° 16' 40" 273.905 ME

PM 124701 TO SSM 60726 311° 36' 47" 609.875 ME

311° 36' 50" 609.868 MGA GD



| LINE | BEARING      | DISTANCE | ARC | RADIUS |
|------|--------------|----------|-----|--------|
| 5    | 186° 29' 35" | 61.08    |     |        |
| 6    | 260° 58' 35" | 13.665   |     |        |
| 7    | 314° 31' 45" | 10.125   |     |        |
| 8    | 313° 33' 15" | 50.205   |     |        |
| 9    | 338° 35' 55" | 48.57    |     |        |
| 10   | 342° 03' 15" | 74.64    |     |        |
| 11   | 331° 00' 55" | 32.68    |     |        |
| 12   | 312° 07' 05" | 20.665   |     |        |
| 13   | 300° 07' 25" | 32.96    |     |        |
| 14   | 296° 33' 45" | 35.495   |     |        |
| 15   | 6° 40' 45"   | 37.695   |     |        |
| 16   | 6° 21' 15"   | 25.5     |     |        |
| 17   | 269° 41' 45" | 25.555   |     |        |
| 18   | 349° 58' 55" | 39.985   |     |        |
| 19   | 256° 52' 35" | 27.96    |     |        |
| 20   | 250° 14' 35" | 80.695   |     |        |
| 21   | 245° 03' 05" | 36.045   |     |        |
| 22   | 244° 54' 25" | 20.03    |     |        |
| 23   | 240° 05' 55" | 29.93    |     |        |
| 24   | 254° 29' 35" | 22.86    |     |        |
| 25   | 253° 45' 15" | 22.97    |     |        |

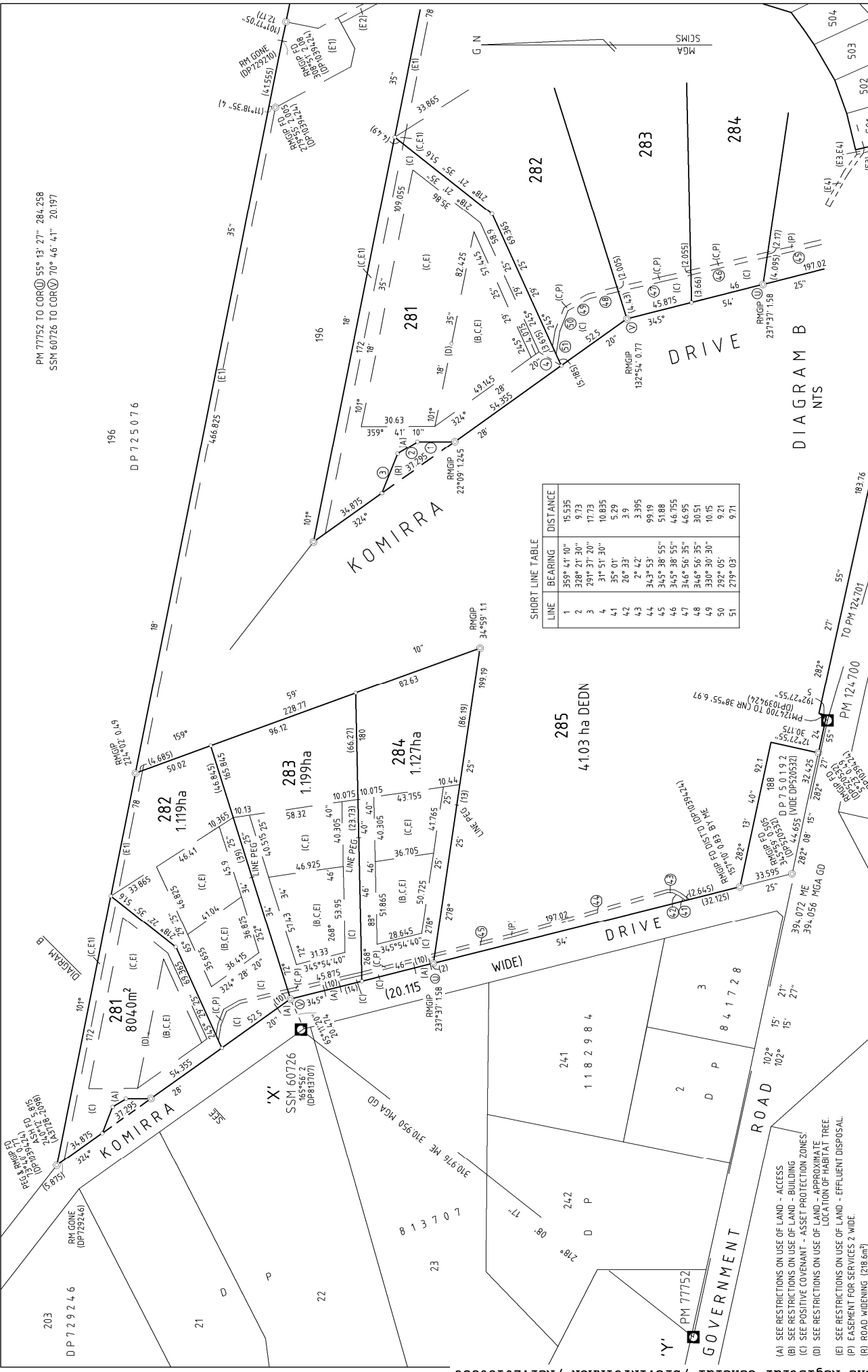
| LINE | BEARING      | DISTANCE | ARC | RADIUS |
|------|--------------|----------|-----|--------|
| 26   | 260° 58' 35" | 13.665   |     |        |
| 27   | 19° 25' 45"  | 10.125   |     |        |
| 28   | 231° 48' 35" | 12.81    |     |        |
| 29   | 235° 43' 45" | 11.79    |     |        |
| 30   | 240° 06' 55" | 22.05    |     |        |
| 31   | 250° 08' 55" | 35.645   |     |        |
| 32   | 166° 20' 05" | 100.57   |     |        |
| 33   | 270° 04' 05" | 101.36   |     |        |
| 34   | 270° 04' 05" | 101.36   |     |        |
| 35   | 282° 27' 55" | 41.39    |     |        |
| 36   | 345° 02' 05" | 11.5     |     |        |
| 37   | 266° 43' 05" | 37.615   |     |        |
| 38   | 282° 27' 55" | 183.76   |     |        |
| 39   | 192° 27' 55" | 5        |     |        |
| 40   | 282° 27' 55" | 24       |     |        |

Surveyor: DAVID K. BOTHERLEY  
 Date of Survey: 4th FEBRUARY 2020  
 Surveyor's Ref: 69666

PLAN OF SUBDIVISION OF LOT 28 DP1107525.

LGA: BEGA VALLEY  
 Locality: EDEN  
 Subdivision No: 520  
 Registered  
 3.4.2020  
 DP1262714

Lengths are in metres. Reduction Ratio: 1 : 3000



| LINE | BEARING      | DISTANCE |
|------|--------------|----------|
| 1    | 358° 41' 10" | 15.535   |
| 2    | 328° 21' 30" | 9.713    |
| 3    | 291° 31' 20" | 17.773   |
| 4    | 31° 31' 30"  | 10.835   |
| 41   | 35° 01'      | 5.29     |
| 42   | 26° 23'      | 3.9      |
| 43   | 2° 42'       | 3.395    |
| 44   | 343° 53'     | 99.19    |
| 45   | 345° 38' 55" | 51.88    |
| 46   | 345° 38' 55" | 46.755   |
| 47   | 346° 56' 35" | 30.51    |
| 48   | 346° 56' 35" | 10.15    |
| 49   | 330° 30' 30" | 9.21     |
| 50   | 292° 05'     | 9.71     |
| 51   | 279° 03'     | 9.71     |


REGISTRATION INFORMATION

Registered  
3.4.2020


LGA: BEGA VALLEY  
Locality: EDEN  
Subdivision No: 520  
Lengths are in metres. Reduction Ratio: 1 : 1500

PLAN OF SUBDIVISION OF LOT 28 DP1107525.  
Surveyor: DAVID K. BOTTAMLEY  
Date of Survey: 4th FEBRUARY 2020  
Surveyor's Ref: 69666

DP1262714

|   |   |                       |
|---|---|-----------------------|
| PLAN FORM 6_E (2019)  | DEPOSITED PLAN ADMINISTRATION SHEET   | Sheet 1 of 3 sheet(s) |
| Registered:  3.4.2020<br>Title System: TORRENS   | Office Use Only<br><h1 style="text-align: center;">DP1262714</h1>   |                       |
| <b>PLAN OF SUBDIVISION</b><br>OF LOT 28 DP1107525.  | LGA: BEGA VALLEY<br>Locality: EDEN<br>Parish: BIMMIL<br>County: AUCKLAND  |                       |
| <p style="text-align: center;">Survey Certificate</p> I, DAVID K. BOTHAMLEY<br>of Caddey Searl & Jarman, 2/42 Main Street, Merimbula, 2548,<br>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:<br><del>(a) Survey</del><br>(b) The part of the land shown in the plan being<br>(lots 281, 282, 283, 284 and part lot 285 )<br>was surveyed in accordance with the Surveying and Spatial<br>Information Regulation 2017, the part surveyed is accurate and<br>the survey was completed on 04-Feb-2020 the part not<br>surveyed was compiled in accordance with that Regulation.<br><del>(c) Compilation</del><br>Datum Line: X-Y (MGA)<br>Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/><br>The terrain is Level-Undulating <input checked="" type="checkbox"/> Steep-Mountainous <input type="checkbox"/><br>Signature: <i>DK Bothamley</i> Dated: 7/2/2020<br>Surveyor Identification No: 563<br>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> | <p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, _____ (Authorised Officer) in<br>approving this plan certify that all necessary approvals in regard to the<br>allocation of the land shown herein have been given.<br>Signature:<br>Date:<br>File Number:<br>Office:  |                       |
| Plans used in the preparation of survey/compilation.<br>DP1107525 DP1039424 DP1081601 DP1081599 DP1064211 DP813707<br>DP729246 DP725076 DP520532 A3728-2098 A2801-2098  | <p style="text-align: center;">Subdivision Certificate</p> I, <i>Vicki Andre</i> certify that the provisions of s.6.15 of the<br><i>Environmental Planning and Assessment Act 1979</i> have been satisfied<br>in relation to the proposed subdivision, new road or reserve set out<br>herein.<br>Signature: <i>Andre</i><br>Accreditation number:<br>Consent Authority: BEGA VALLEY Shire Council<br>Date of endorsement: 9 March 2020<br>Subdivision Certificate number: 5/20<br>File number: 2016.472 |                       |
| Surveyor's Reference: 69666   | Statements of intention to dedicate public roads, create public reserves<br>and drainage reserves, acquire/resume land.<br>IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS<br>ROAD.<br>Signatures, Seals and Section 88B Statements should appear on<br>PLAN FORM 6A  |                       |

PLAN FORM 6\_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

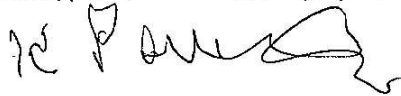
|   |                  |
|---|------------------|
| Registered:  3.4.2020<br>Office Use Only | Office Use Only  |
| <b>PLAN OF SUBDIVISION</b><br>OF LOT 28 DP1107525.  | <b>DP1262714</b> |
| Subdivision Certificate number: 5/20<br>Date of Endorsement: 9/03/2020.   |                  |

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO;

CREATE:

1. EASEMENT FOR SERVICES 2 WIDE (P).
2. RESTRICTION(S) ON THE USE OF LAND.
3. RESTRICTION(S) ON THE USE OF LAND.
4. POSITIVE COVENANT.
5. POSITIVE COVENANT.
6. RESTRICTION(S) ON THE USE OF LAND.

HANBANA PTY LIMITED (104 071 570)



KURT PONGRATZ  
SECRETARY



AMELIA VALENCIA PONGRATZ  
DIRECTOR

PONGRATZ NOMINEES PTY LIMITED ACN 068 972 743



KURT PONGRATZ  
DIRECTOR



AMELIA PONGRATZ  
SECRETARY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 69666

48

PLAN FORM 6\_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Registered:  3.4.2020 Office Use Only

Office Use Only

**DP1262714**

PLAN OF SUBDIVISION  
 OF LOT 28 DP1107525.

Subdivision Certificate number: 5/20  
 Date of Endorsement: 9/03/20

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

| Lot Number | Sub-Address Number | Address Number | Road Name | Road Type | Locality Name |
|------------|--------------------|----------------|-----------|-----------|---------------|
| 281        |                    | 42             | KOMIRRA   | DRIVE     | EDEN          |
| 282        |                    | 36             | KOMIRRA   | DRIVE     | EDEN          |
| 283        |                    | 32             | KOMIRRA   | DRIVE     | EDEN          |
| 284        |                    | 24             | KOMIRRA   | DRIVE     | EDEN          |
| 285        |                    | N/A            | K.B.TIMMS | DRIVE     | EDEN          |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 69666

48

**Instrument setting out terms of Easements or Profits à 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**

Lengths are in metres

ePlan  
Page 1 of 4 Pages

Plan: **DP1262714**

Subdivision of Lot 28 DP1107525  
 covered by Subdivision  
 Certificate No. 5/20

Full name and address of  
 the owner of the land:

Hanbana Pty Limited (ACN 104 071 570)  
 & Pongratz Nominees Pty Limited  
 (ACN 068 972 743),  
 249 Log Farm Road, Towamba, 2550.

**PART 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|-------------------------------|--|
| 1   | Easement for services 2 wide (P)  | 285<br>284<br>283<br>282      | 281,282,283,284<br>281,282,283<br>281,282<br>281             |
| 2   | Restriction(s) on the use of land.  | 281,282,283,284               | Bega Valley Shire Council                                    |
| 3   | Restriction(s) on the use of land.  | 281                           | Bega Valley Shire Council                                    |
| 4   | Positive Covenant   | 281,282,283,284               | Bega Valley Shire Council                                    |
| 5   | Positive Covenant   | 285                           | Bega Valley Shire Council                                    |
| 6   | Restriction(s) on the use of land.  | Each Lot                      | Every Other Lot  |

*R Pongratz*  
*A Pongratz*

*H Hanbana*  
*A Pongratz*

*ds*

Plan: **DP1262714**

Subdivision of Lot 28 DP1107525  
covered by Subdivision  
Certificate No. 5/20

**PART 2 (Terms)**

1. Terms of restriction(s) on the use of land secondly referred to in the abovementioned plan.

(i) No dwelling shall be erected nor associated clearing carried out on the lot burdened outside the area designated (B) on the plan without the approval in writing being obtained from Bega Valley Shire Council.

(ii) No effluent shall be disposed of on the lot burdened outside the area designated (E) on the plan without the approval in writing being obtained from Bega Valley Shire Council.

(iii) No access to and from the lot burdened to or from Komirra Drive is permitted except across the section of the boundary designated (A) on the plan without the approval in writing being obtained from Bega Valley Shire Council.

2. Terms of restriction on the use of land thirdly referred to in the abovementioned plan

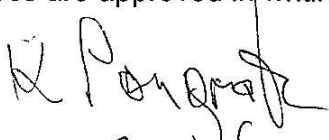

The hollow bearing tree identified on the lot burdened shall not be removed without the consent in writing from Bega Valley Shire Council.



The name of the authority empowered to release, vary or modify the restriction(s) on the use of land above is the Bega Valley Shire Council.

3. Terms of positive covenant fourthly referred to in the abovementioned plan

(i) The owner of the lot burdened, at the time of the erection of a dwelling, shall install an on site sewage management system generally in accordance with the recommendations contained within the report prepared by Technibuild Consulting, entitled "On site Waste Water - Effluent Capability Study" submitted to Council on 8 November 2016 or to an equivalent or superior standard.

(ii) The owner of the lot burdened shall maintain the area designated (C) on the plan as an asset protection zone in accordance with the requirements of section 4.1.3. and Appendix 5 of Planning for Bush Fire Protection 2006 and the NSW Rural Fire Service's document 'standards for asset protection zones' unless alternative measures are approved in writing by Bega Valley Shire Council.

Plan: **DP1262714**

Subdivision of Lot 28 DP1107525  
covered by Subdivision  
Certificate No. 5/20

4. Terms of positive covenant fifthly referred to in the abovementioned plan

In conjunction with the development of the lot burdened the owner of the lot burdened shall take into consideration the impact that the development may have on aboriginal archaeology and relics on the land, in accordance with the requirements of the Eden Cove Master Plan (7-2-225) dated 19 April 2006 and the findings and recommendations of the Cultural Heritage Report prepared by Navin Officer dated November 2004.

The name of the authority empowered to release, vary or modify the positive covenants above is the Bega Valley Shire Council.

5. Terms of restriction(s) on the use of land sixthly referred to in the abovementioned plan

No fence shall be erected on any lot to divide it from any adjoining lot of which Pongratz Nominees Pty Limited and Hanbana Pty Limited, its successors and assigns, other than purchasers on sale, remain the registered proprietor, without the consent of Pongratz Nominees Pty Limited and Hanbana Pty Limited its successors or assigns but such consent shall not be withheld if such fences are erected without expense to Pongratz Nominees Pty Limited and Hanbana Pty Limited its successors or assigns and in favour of any person dealing with the proprietors so erecting a fence consent shall have been deemed to have been given by Pongratz Nominees Pty Limited and Hanbana Pty Limited its successors or assigns for the erection thereof.

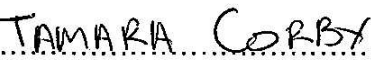
Executed on behalf of Bega Valley Shire Council  
by its duly authorised delegate pursuant to Sec 337 377  
Local Government Act 1993


  
.....  
Signature of Delegate

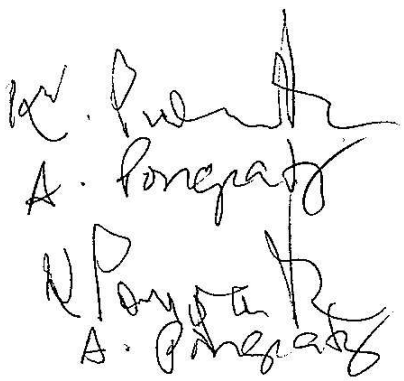
I certify that I am an eligible witness and  
that the delegate signed in my presence

  
.....  
Name of Delegate

  
.....  
Signature of Witness

  
.....  
Name of Witness

  
.....  
Address of Witness



Plan: **DP1262714**

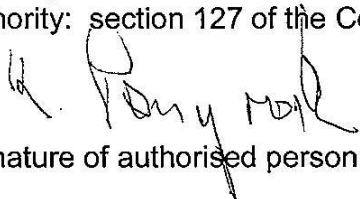
Subdivision of Lot 28 DP1107525  
covered by Subdivision  
Certificate No. 5/20

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

Corporation: Hanbana Pty Limited (ACN 104 071 570)

Capacity: Owner

Authority: section 127 of the Corporations Act 2001

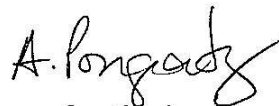


Signature of authorised person:

Kurt Pongratz

Name of Authorised person:

Office held: Secretary



Signature of authorised person:

Amelia Valencia Pongratz

Name of Authorised person

Office Held: Director

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

Corporation: Pongratz Nominees Pty Limited (ACN 068 972 743)

Capacity: Owner

Authority: section 127 of the Corporations Act 2001



Signature of authorised person:

Kurt Pongratz

Name of Authorised person:

Office held: Director



Signature of authorised person:

Amelia Pongratz

Name of Authorised person

Office Held: Secretary

PLAN FORM 2 (APPROVED FORM 3)

SQUARE AND SEALS ONLY

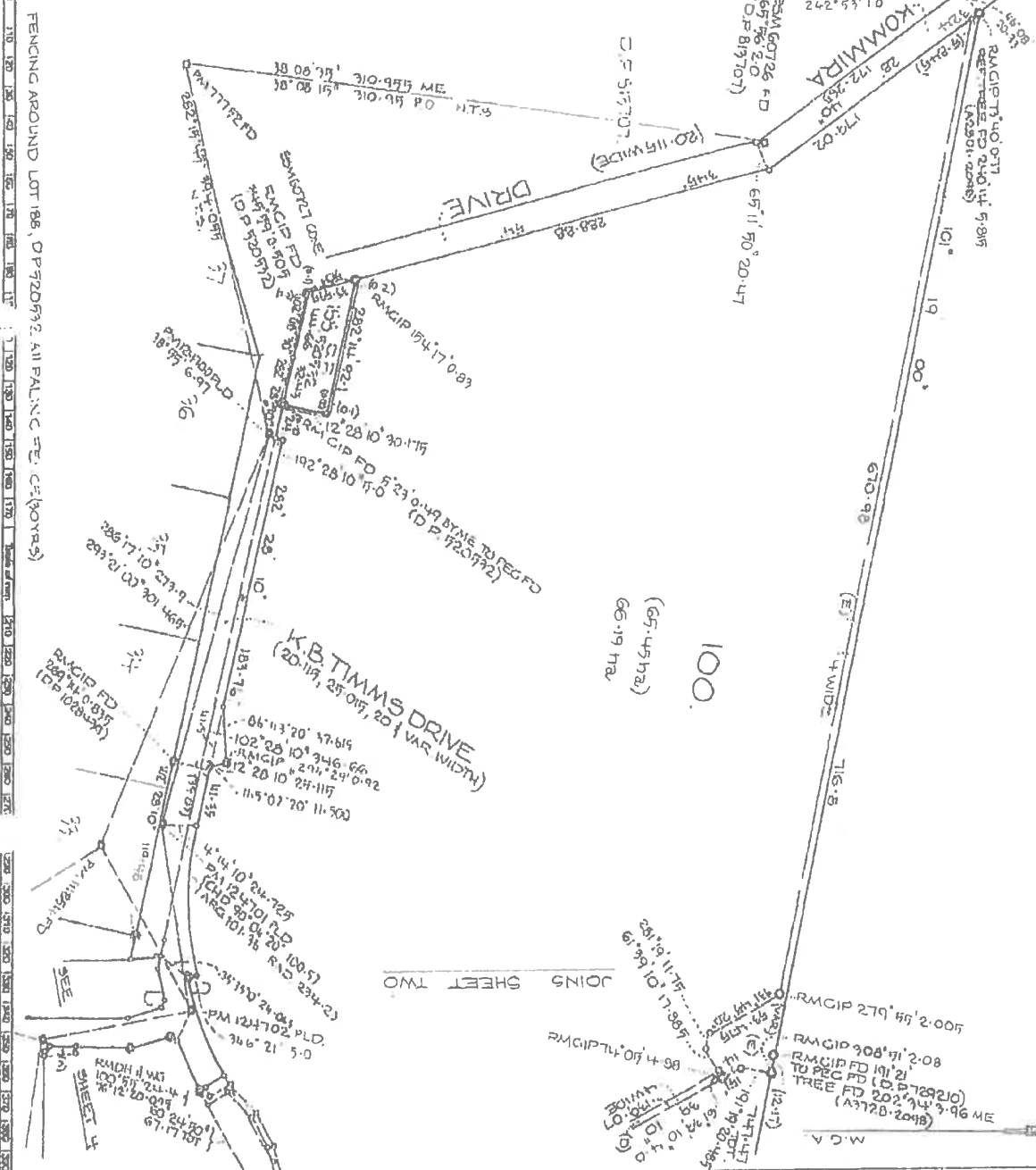


PROJECT: K.B. TIMMS DRIVE  
 LOCATION: EDEN  
 CLIENT: BIRMIILL  
 DATE: 18/05/05

**Subdivision Certificate**  
 I hereby certify that the provisions of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision of the land described in the Schedule to this Certificate.

**Subdivision Details:**  
 Lot 1: 100 (66.19 ha)  
 Lot 2: 101 (10.11 ha)  
 Lot 3: 102 (10.11 ha)  
 Lot 4: 103 (10.11 ha)  
 Lot 5: 104 (10.11 ha)  
 Lot 6: 105 (10.11 ha)  
 Lot 7: 106 (10.11 ha)  
 Lot 8: 107 (10.11 ha)  
 Lot 9: 108 (10.11 ha)  
 Lot 10: 109 (10.11 ha)  
 Lot 11: 110 (10.11 ha)

- (A) EASEMENT TO DRAIN SEWAGE VARI WIDTH
  - (B) EASEMENT TO DRAIN WATER VARI WIDTH
  - (C) EASEMENT FOR ELECTRICITY PURPOSES 4M WIDE
  - (D) EASEMENT FOR WATER SUPPLY PURPOSES 4M WIDE
  - (E) EASEMENT FOR WATER SUPPLY PURPOSES 4M WIDE
  - (F) RIGHT OF CARRIAGE WAY 20 WIDE
- \* DENOTES STRIP FOR ROAD WIDENING



FENCING AROUND LOT 188, DP 720672, ALL FENCING TO BE SET BACK FROM THE ROAD BY 1.5 METRES.

**PLAN OF SUBDIVISION OF LOT 1, DP 1020118 & LOT 192, DP 170192**

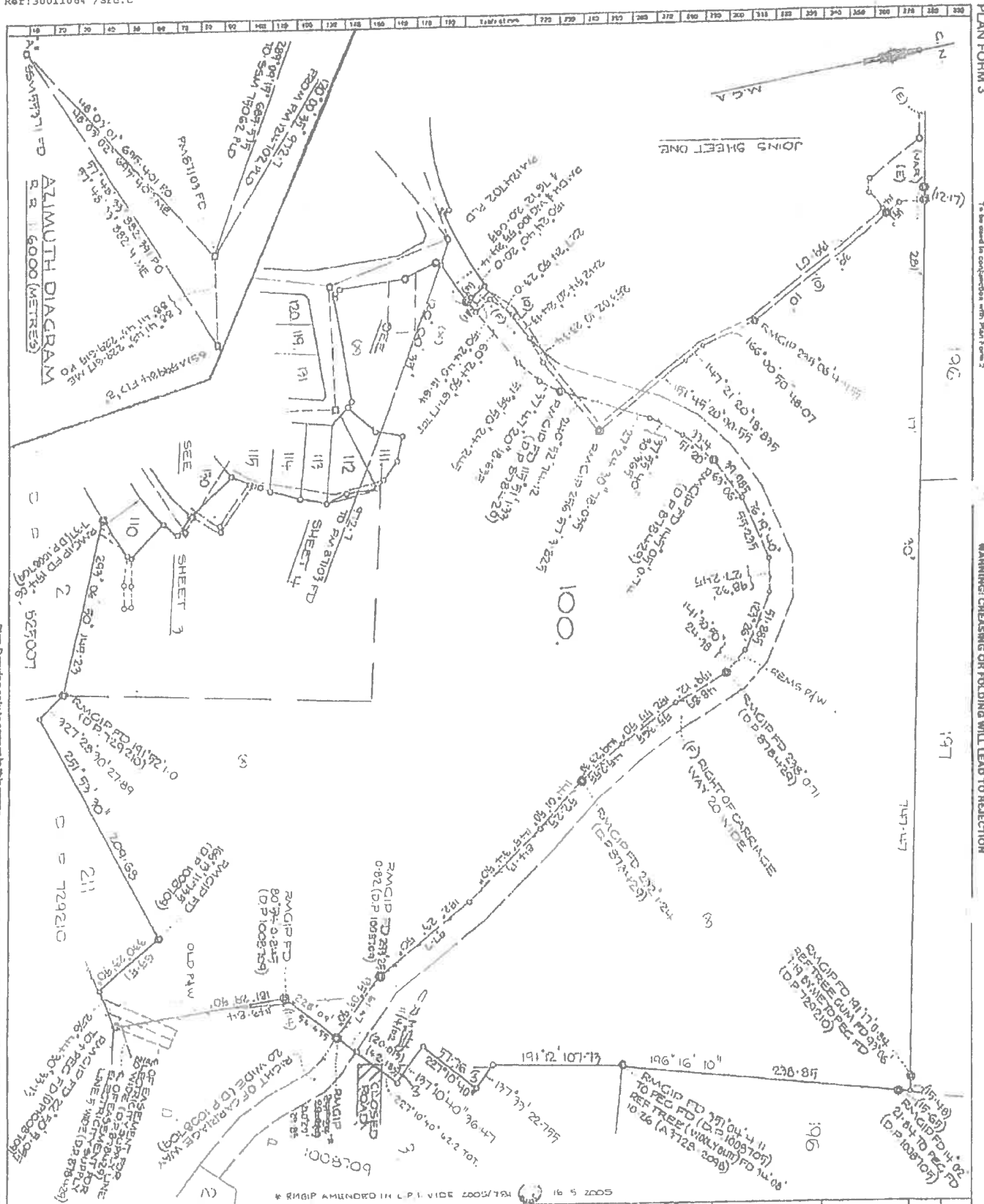
Location: EDEN  
 Parish: BIRMIILL  
 County: AUCKLAND

Project: SUBDIVISION  
 Purpose: PARISH 12/12/03

Lot 1: 100 (66.19 ha)  
 Lot 2: 101 (10.11 ha)  
 Lot 3: 102 (10.11 ha)  
 Lot 4: 103 (10.11 ha)  
 Lot 5: 104 (10.11 ha)  
 Lot 6: 105 (10.11 ha)  
 Lot 7: 106 (10.11 ha)  
 Lot 8: 107 (10.11 ha)  
 Lot 9: 108 (10.11 ha)  
 Lot 10: 109 (10.11 ha)  
 Lot 11: 110 (10.11 ha)

Scale: 1:2000

Author: [Signature]



16 5 2005  
 \* RMGIP AMENDED IN L.P.I. VIDE 2005/794

TO RELEASE:-  
 (A) RIGHT OF CARRIAGE  
 WIDTH (D.P. 1008/109)

(B) EASEMENT FOR WATER SUPPLY PURPOSES & ACCESS 4' VAR. WIDTH  
 (C) RIGHT OF CARRIAGE WAY 20 WIDE  
 (D) RESTRICTION ON USE OF LAND

(E) LAND EXCLUDES MINERALS - SEE (M) CLAUSE 19B.  
 (F) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATION & IS SUBJECT TO RESERVATION - SEE CLAUSE 19B.

Registered: 21<sup>ST</sup> FEBRUARY 2002  
 C. J. M. [Signature]  
 Surveyor (Professional Member Surveyors Act 1978)  
 This is a plan of registration of an easement created by reference to 28/6/02

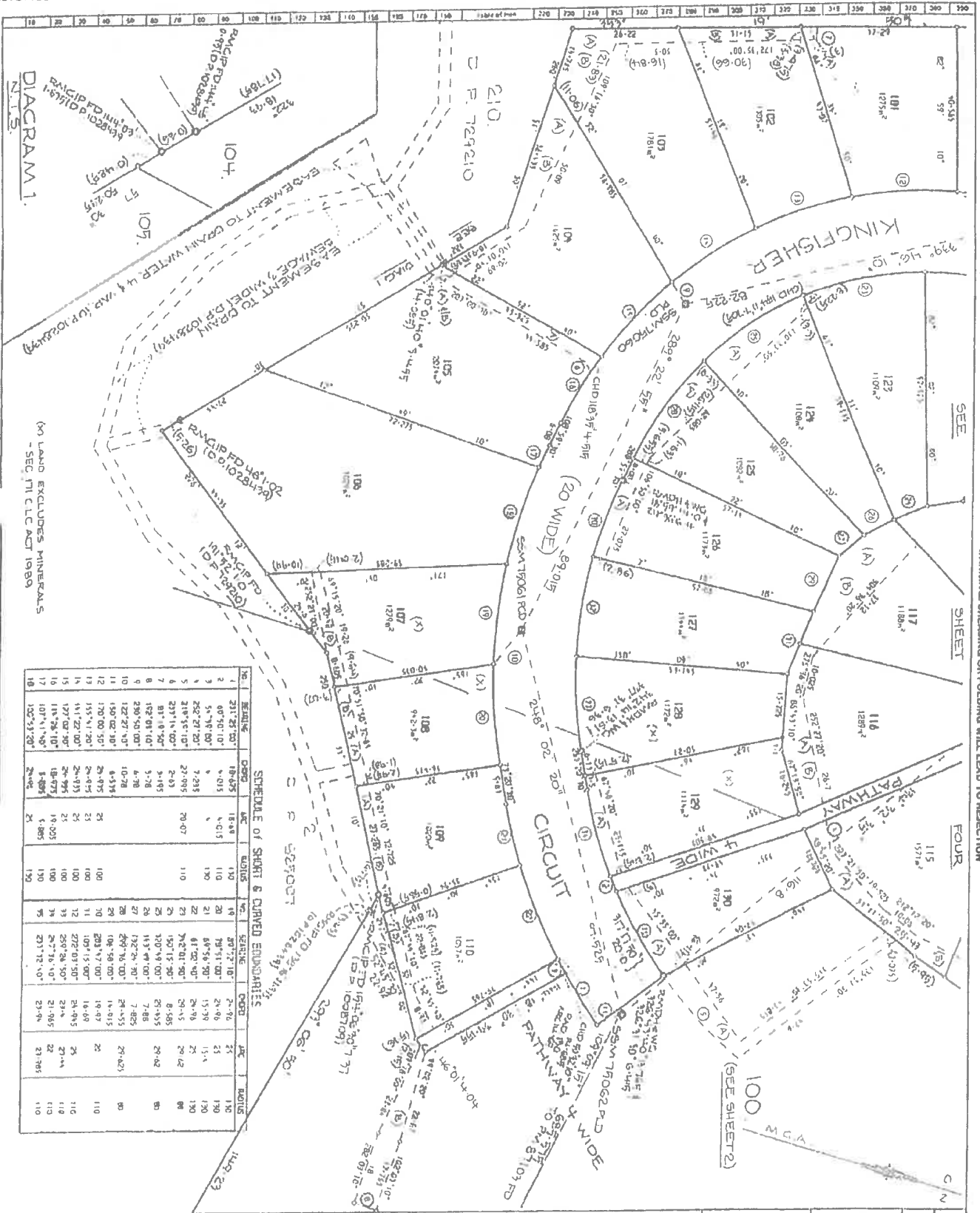
Registered: 21<sup>ST</sup> FEBRUARY 2002  
 C. J. M. [Signature]  
 Surveyor (Professional Member Surveyors Act 1978)  
 This is a plan of registration of an easement created by reference to 28/6/02

DP1039424  
 21<sup>ST</sup> FEBRUARY 2002  
 C. J. M. [Signature]  
 Surveyor (Professional Member Surveyors Act 1978)  
 This is a plan of registration of an easement created by reference to 28/6/02

Scale: 1 inch = 200 feet

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



**SCHEDULE OF SHORT & CURVED EASEMENTS**

| NO. | BEARING          | LENGTH | AREA   | WIDTH | NO. | BEARING          | LENGTH | AREA   | WIDTH |
|-----|------------------|--------|--------|-------|-----|------------------|--------|--------|-------|
| 1   | S 311° 22' 00" W | 18.625 | 1.838  | 100   | 1   | S 77° 12' 10" E  | 2.716  | 2.716  | 100   |
| 2   | S 55° 18' 00" W  | 6.015  | 0.015  | 100   | 2   | S 15° 12' 00" E  | 2.916  | 2.916  | 100   |
| 3   | S 252° 27' 20" W | 7.238  | 1.90   | 100   | 3   | S 15° 12' 00" E  | 1.51   | 1.51   | 100   |
| 4   | S 218° 58' 10" W | 27.095 | 70.07  | 110   | 4   | S 20° 41' 30" E  | 2.916  | 2.916  | 100   |
| 5   | S 218° 58' 10" W | 27.095 | 70.07  | 110   | 5   | S 20° 41' 30" E  | 2.916  | 2.916  | 100   |
| 6   | S 183° 01' 40" W | 5.145  | 1.0    | 100   | 6   | S 70° 49' 00" E  | 8.585  | 20.42  | 80    |
| 7   | S 183° 01' 40" W | 5.145  | 1.0    | 100   | 7   | S 70° 49' 00" E  | 8.585  | 20.42  | 80    |
| 8   | S 208° 50' 00" W | 4.78   | 7.485  | 20    | 8   | S 113° 49' 00" E | 7.485  | 21.425 | 90    |
| 9   | S 208° 50' 00" W | 4.78   | 7.485  | 20    | 9   | S 113° 49' 00" E | 7.485  | 21.425 | 90    |
| 10  | S 227° 27' 10" W | 16.28  | 14.015 | 100   | 10  | S 69° 48' 00" E  | 14.015 | 21     | 110   |
| 11  | S 192° 00' 10" W | 29.475 | 24.475 | 100   | 11  | S 109° 15' 00" E | 14.015 | 21     | 110   |
| 12  | S 192° 00' 10" W | 29.475 | 24.475 | 100   | 12  | S 109° 15' 00" E | 14.015 | 21     | 110   |
| 13  | S 172° 02' 10" W | 24.475 | 24.475 | 100   | 13  | S 20° 41' 30" E  | 21.4   | 27.4   | 110   |
| 14  | S 172° 02' 10" W | 24.475 | 24.475 | 100   | 14  | S 20° 41' 30" E  | 21.4   | 27.4   | 110   |
| 15  | S 127° 02' 10" W | 18.672 | 18.672 | 100   | 15  | S 21° 30' 00" E  | 21.4   | 27.4   | 110   |
| 16  | S 127° 02' 10" W | 18.672 | 18.672 | 100   | 16  | S 21° 30' 00" E  | 21.4   | 27.4   | 110   |
| 17  | S 107° 14' 10" W | 8.887  | 14.885 | 100   | 17  | S 21° 30' 00" E  | 21.4   | 27.4   | 110   |
| 18  | S 107° 14' 10" W | 8.887  | 14.885 | 100   | 18  | S 21° 30' 00" E  | 21.4   | 27.4   | 110   |

**FUNCTION FIELD 1 GOOD**

| NO. | BEARING          | LENGTH | AREA   | WIDTH |
|-----|------------------|--------|--------|-------|
| 1   | S 311° 22' 00" W | 18.625 | 1.838  | 100   |
| 2   | S 55° 18' 00" W  | 6.015  | 0.015  | 100   |
| 3   | S 252° 27' 20" W | 7.238  | 1.90   | 100   |
| 4   | S 218° 58' 10" W | 27.095 | 70.07  | 110   |
| 5   | S 218° 58' 10" W | 27.095 | 70.07  | 110   |
| 6   | S 183° 01' 40" W | 5.145  | 1.0    | 100   |
| 7   | S 183° 01' 40" W | 5.145  | 1.0    | 100   |
| 8   | S 208° 50' 00" W | 4.78   | 7.485  | 20    |
| 9   | S 208° 50' 00" W | 4.78   | 7.485  | 20    |
| 10  | S 227° 27' 10" W | 16.28  | 14.015 | 100   |
| 11  | S 192° 00' 10" W | 29.475 | 24.475 | 100   |
| 12  | S 192° 00' 10" W | 29.475 | 24.475 | 100   |
| 13  | S 172° 02' 10" W | 24.475 | 24.475 | 100   |
| 14  | S 172° 02' 10" W | 24.475 | 24.475 | 100   |
| 15  | S 127° 02' 10" W | 18.672 | 18.672 | 100   |
| 16  | S 127° 02' 10" W | 18.672 | 18.672 | 100   |
| 17  | S 107° 14' 10" W | 8.887  | 14.885 | 100   |
| 18  | S 107° 14' 10" W | 8.887  | 14.885 | 100   |

Plan Drawing only to separate this space

DP1039424

PREPARED BY: C. J. M. D. FEBRUARY 2002

DATE: 21 FEBRUARY 2002

DESIGNED BY: C. J. M. D.

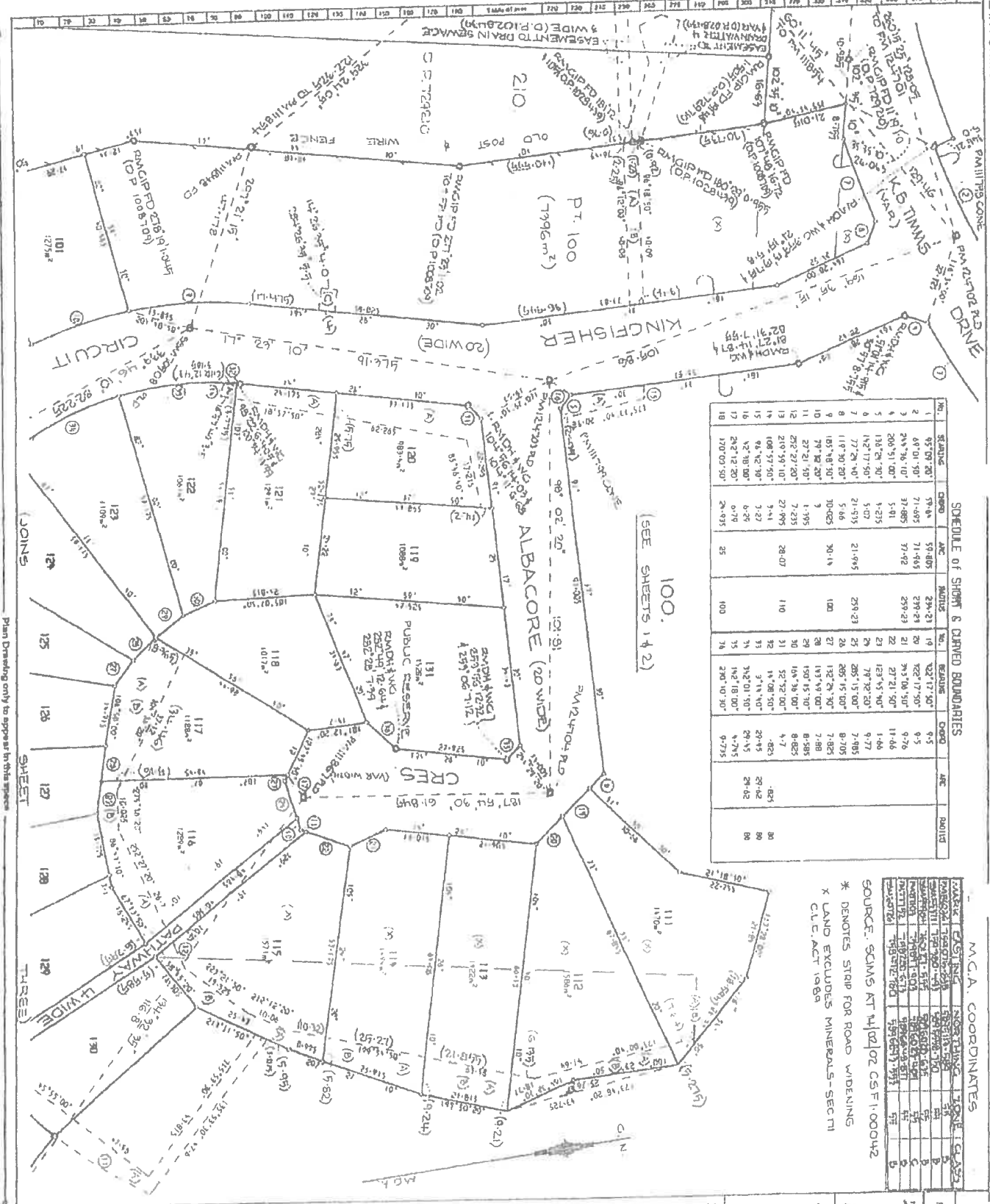
DATE: 21 FEBRUARY 2002

PREPARED BY: C. J. M. D.

DATE: 21 FEBRUARY 2002

To be used in conjunction with plan Form 2

WARNING: CREASING ON FOLDING WILL LEAD TO REJECTION



**SCHEDULE of SHORT & DRAINED BOUNDARIES**

| No. | STAKING      | CHORD  | ARC    | ARC    | NO. OF POINTS | BEARING      | CHORD | ARC   | NO. OF POINTS |
|-----|--------------|--------|--------|--------|---------------|--------------|-------|-------|---------------|
| 1   | 68° 07' 20"  | 59.84  | 59.805 | 234.21 | 19            | 027° 17' 50" | 9.5   | 9.5   | 1             |
| 2   | 68° 01' 30"  | 71.665 | 71.465 | 239.24 | 20            | 022° 17' 50" | 9.5   | 9.5   | 1             |
| 3   | 214° 36' 10" | 37.885 | 37.42  | 259.23 | 21            | 79° 10' 50"  | 11.46 | 9.76  | 2             |
| 4   | 200° 51' 00" | 5.01   | 5.01   | 27.21  | 22            | 27° 21' 50"  | 11.46 | 9.76  | 2             |
| 5   | 131° 24' 30" | 4.235  | 4.235  | 123.15 | 23            | 123° 15' 30" | 1.66  | 1.66  | 1             |
| 6   | 142° 17' 50" | 5.07   | 5.07   | 79.32  | 24            | 79° 32' 50"  | 9.77  | 7.85  | 2             |
| 7   | 77° 24' 30"  | 21.515 | 21.495 | 259.23 | 25            | 205° 15' 00" | 7.85  | 7.85  | 1             |
| 8   | 110° 30' 30" | 5.66   | 5.66   | 205.15 | 26            | 205° 15' 00" | 7.85  | 7.85  | 1             |
| 9   | 103° 48' 30" | 10.065 | 10.14  | 132.74 | 27            | 132° 24' 30" | 7.85  | 7.85  | 1             |
| 10  | 79° 32' 50"  | 1.395  | 1.395  | 107.15 | 28            | 107° 15' 30" | 7.88  | 8.585 | 2             |
| 11  | 27° 21' 50"  | 2.235  | 2.235  | 164.36 | 29            | 164° 36' 00" | 8.585 | 8.585 | 1             |
| 12  | 252° 27' 30" | 2.235  | 2.235  | 164.36 | 30            | 164° 36' 00" | 8.585 | 8.585 | 1             |
| 13  | 100° 47' 30" | 3.41   | 3.41   | 14.08  | 31            | 52° 52' 00"  | 4.7   | 4.7   | 1             |
| 14  | 94° 32' 30"  | 1.27   | 1.27   | 14.08  | 32            | 14° 08' 50"  | 4.7   | 4.7   | 1             |
| 15  | 94° 32' 30"  | 6.35   | 6.35   | 37.14  | 33            | 37° 14' 00"  | 29.44 | 29.44 | 1             |
| 16  | 262° 12' 30" | 6.35   | 6.35   | 37.14  | 34            | 37° 14' 00"  | 29.44 | 29.44 | 1             |
| 17  | 150° 07' 50" | 26.435 | 26.435 | 280.10 | 35            | 142° 18' 00" | 4.725 | 4.725 | 1             |
| 18  | 150° 07' 50" | 26.435 | 26.435 | 280.10 | 36            | 142° 18' 00" | 4.725 | 4.725 | 1             |

100.  
 (SEE SHEETS 142)

**M.C.A. COORDINATES**

| MARKER | COORDINATE | ZONE | SCALE   |
|--------|------------|------|---------|
| 1      | 1170000    | 50   | 1:50000 |
| 2      | 1170000    | 50   | 1:50000 |
| 3      | 1170000    | 50   | 1:50000 |
| 4      | 1170000    | 50   | 1:50000 |
| 5      | 1170000    | 50   | 1:50000 |
| 6      | 1170000    | 50   | 1:50000 |
| 7      | 1170000    | 50   | 1:50000 |
| 8      | 1170000    | 50   | 1:50000 |
| 9      | 1170000    | 50   | 1:50000 |
| 10     | 1170000    | 50   | 1:50000 |
| 11     | 1170000    | 50   | 1:50000 |
| 12     | 1170000    | 50   | 1:50000 |
| 13     | 1170000    | 50   | 1:50000 |
| 14     | 1170000    | 50   | 1:50000 |
| 15     | 1170000    | 50   | 1:50000 |
| 16     | 1170000    | 50   | 1:50000 |
| 17     | 1170000    | 50   | 1:50000 |
| 18     | 1170000    | 50   | 1:50000 |
| 19     | 1170000    | 50   | 1:50000 |
| 20     | 1170000    | 50   | 1:50000 |
| 21     | 1170000    | 50   | 1:50000 |
| 22     | 1170000    | 50   | 1:50000 |
| 23     | 1170000    | 50   | 1:50000 |
| 24     | 1170000    | 50   | 1:50000 |
| 25     | 1170000    | 50   | 1:50000 |
| 26     | 1170000    | 50   | 1:50000 |
| 27     | 1170000    | 50   | 1:50000 |
| 28     | 1170000    | 50   | 1:50000 |
| 29     | 1170000    | 50   | 1:50000 |
| 30     | 1170000    | 50   | 1:50000 |
| 31     | 1170000    | 50   | 1:50000 |
| 32     | 1170000    | 50   | 1:50000 |
| 33     | 1170000    | 50   | 1:50000 |
| 34     | 1170000    | 50   | 1:50000 |
| 35     | 1170000    | 50   | 1:50000 |
| 36     | 1170000    | 50   | 1:50000 |
| 37     | 1170000    | 50   | 1:50000 |
| 38     | 1170000    | 50   | 1:50000 |
| 39     | 1170000    | 50   | 1:50000 |
| 40     | 1170000    | 50   | 1:50000 |
| 41     | 1170000    | 50   | 1:50000 |
| 42     | 1170000    | 50   | 1:50000 |
| 43     | 1170000    | 50   | 1:50000 |
| 44     | 1170000    | 50   | 1:50000 |
| 45     | 1170000    | 50   | 1:50000 |
| 46     | 1170000    | 50   | 1:50000 |
| 47     | 1170000    | 50   | 1:50000 |
| 48     | 1170000    | 50   | 1:50000 |
| 49     | 1170000    | 50   | 1:50000 |
| 50     | 1170000    | 50   | 1:50000 |

SOURCE: SCANS AT 14/02/02 CS.F1.00042  
 \* DENOTES STAMP FOR ROAD WIDENING  
 X LAND EXCLUDES MINERALS-SECT 1  
 C.L.E. ACT 1984

Author: **1600**  
 Date: **16/02/02**  
 Registered: **16/02/02**  
 Plan No: **DP1039424**  
 Scale: **1:500**  
 Drawing No: **1600**  
 Date: **16/02/02**  
 Author: **1600**  
 Date: **16/02/02**  
 Registered: **16/02/02**  
 Plan No: **DP1039424**  
 Scale: **1:500**  
 Drawing No: **1600**  
 Date: **16/02/02**

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

Lengths are in metres

Sheet 1 of 7

DP1039424

Plan of Subdivision of Lot 1 DP 1008709,  
Lot 1 DP 1020118 and Lot 132 DP 750192  
Covered by Council Clerks Certificate  
No 12/02 Dated 13.5.02

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 307  
Bathurst NSW 2795.  
ACN 083 237 585

PART 1.

1. Identity of easement or restriction firstly  
referred to in the above mentioned plan.

Easement to Drain Sewage variable width

**Lots Burdened**

100-105,108,109,111-117,120-126,129&130

**Lot or Authority Benefited**

Bega Valley Shire Council

2. Identity of easement or restriction secondly  
referred to on the above mentioned plan.

Easement to Drain Water variable width

**Lots Burdened**

100

102

103

104

105

107

108

109

110

111

112

113

114

115

116

117

**Lot or Authority Benefited**

106-118 & Bega Valley Shire Council

101

101&102

101-103

101-104 & Bega Valley Shire Council

106

106&107

106-108

106-109

100

100&111

100,111&112

100,111-113

100,111-114

117&118

118

3. Identity of easement or restriction thirdly  
referred to in the above mentioned plan

Easement for Electricity Purposes 4 wide

**Lots Burdened**

Lot 100

**Lot or Authority Benefited**

Country Energy

4. Identity of easement or restriction fourthly  
referred to in the above mentioned plan

Easement for Water Supply Purposes and  
Access 4 wide

**Lots Burdened**

Lot 100

**Lot or Authority Benefited**

Bega Valley Shire Council

5. Identity of easement or restriction fifthly  
referred to in the above mentioned plan

Easement for Water Supply Purposes and  
Access 4 wide and variable width

**Lots Burdened**

Lot 100

**Lot or Authority Benefited**

Bega Valley Shire Council

6. Identity of easement or restriction sixthly  
referred to in the above mentioned plan

Right of Carriageway 20 wide



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

Sheet 2 of 7

**DP1039424**

Plan of Subdivision of Lot 1 DP 1008709,  
Lot 1 DP 1020118 and Lot 132 DP 750192  
Covered by Council Clerks Certificate  
No *JE/02* Dated *13.5.02*

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 307  
Bathurst NSW 2795.  
ACN 083 237 585

**Lots Burdened**

Lot 100

**Lot or Authority Benefited**

Lots 2 & 3 DP 1008709

7. Identify of easement or restriction severthly  
referred to in the above mentioned plan

Restriction on Use of Land

**Lots Burdened**

Every Lot

**Lot or Authority Benefited**

Every other lot

**Part IA**

1. Identity of easement to be released  
firstly referred to in the above  
mentioned plan

Right of Carriageway 20 wide and variable  
width ( DP 1008709 )

**Lots Burdened**

Lot 1 DP 1008709

**Lot Benefited**

Lots 2 & 3 DP 1008709

**PART 2**

1. **Terms of Easement for Electricity Purposes 4 wide thirdly referred to in the above  
mentioned plan.**

"An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by Great Southern Energy to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workman vehicles thins or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery implements and things provided that Great Southern Energy and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition".

2. **Terms of Easement for Water Supply Purposes and Access 4 Wide Fourthly referred to in  
the above mentioned plan.**

1. The body having the benefit of this easement may:

- (a) run water in pipes through each lot burdened, but only within the site of this easement, and  
(b) do anything reasonably necessary for that purpose including:



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

Sheet 3 of 7

**DP1039424**

Plan of Subdivision of Lot 1 DP 1008709,  
Lot 1 DP 1020118 and Lot 132 DP 750192  
Covered by Council Clerks Certificate  
No 38/02 Dated 13.5.02

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 307  
Bathurst NSW 2795.  
ACN 083 237 585

- entering the lot burdened, and
  - taking anything on to the lot burdened, and
  - carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.
- (c) use the easement for vehicular and pedestrian access to construct, repair and maintain pipes, reservoirs and equipment on adjoining easements for water supply purposes.
2. In exercising those powers, the body having the benefit of this easement must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
3. **Terms of Easement for Water Supply Purposes and Access 4 wide and variable width fifthly referred to in the above mentioned plan.**
1. The body having the benefit of this easement may:
- (a) run water in pipes through each lot burdened, but only within the site of this easement, and
  - (b) do anything reasonably necessary for that purpose including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.
  - (c) use the easement for vehicular and pedestrian access to construct, repair and maintain pipes, reservoirs and equipment on adjoining easements for water supply purposes.
  - (d) Construct and maintain water reservoirs within the site of the easement.
2. In exercising those powers, the body having the benefit of this easement must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
4. **Terms of Restriction on Use of Land Seventhly referred to in the above mentioned plan.**
- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.



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

Sheet 4 of 7

DP1039424

Plan of Subdivision of Lot 1 DP 1008709,  
Lot 1 DP 1020118 and Lot 132 DP 750192  
Covered by Council Clerks Certificate  
No 38/02 Dated 13.5.02

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 307  
Bathurst NSW 2795.  
ACN 083 237 585

- (b) No building shall be erected on each lot burdened having more than two storeys and having main outer walls less than 7.5 metres from the street frontage and less than 1.52 metres from the side boundaries of the land save that in the case of a corner lot having main outer wall less than 7.5 metres from one street frontage and less than 5 metres from the other street frontage.
- (c) Except with the consent in writing of Eden Waters Pty Limited no building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls built predominantly of brick and/or brick veneer and/or stone and/or masonry blocks and/or glass, provided that the proportion of any other materials shall not exceed 25% of the total area of the external walls excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.
- (d) No building shall be erected on each lot burdened having a living area within the external walls of the building of not less than 120 square metres and the living area of the said building shall be deemed not to include garages, carports, covered and uncovered patios and basements excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 90 square metres.
- (e) No building shall be erected on each lot burdened having a roof of any materials other than concrete, terracotta tiles or Colorbond type metal roofing or such other material as is approved in writing by Eden Waters Pty Limited excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.
- (f) No advertisements shall be painted and/or fixed and/or displayed on any building erected on each lot burdened and no advertisement hoarding or sign shall be erected on any part of each lot burdened save for signs relating to the sale or lease of the lot on which the sign is erected not exceeding 1 square metre and save for signs required by law.
- (g) No building erected on each lot burdened shall be used for any purpose of advertisement or exhibition, except with the express consent in writing of Eden Waters Pty Limited and then only for a period not exceeding 12 months, from the time of completion of the erection of such building.
- (h) No electric wires and/or telephone wires shall be connected to each lot burdened or any building thereon unless such wires shall be carried and/or laid underground within the boundaries of that lot.
- (i) No fence shall be erected on the side or rear boundaries of each lot burdened to a height greater than 1.8 metres.
- (j) No fence shall be erected on each lot closer to the street than the line of the wall of the building closest to and facing that street unless the erection of such fence is approved in writing by Eden Waters Pty Limited which approval will not be unreasonably withheld in relation to a substantial quality courtyard type fence. Any fence in existence five (5) years after the date of the grant of building approval for residences on the land shall be deemed to have been approved by Eden Waters Pty Limited.

*AMB*

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

Sheet 5 of 7

DP1039424

Plan of Subdivision of Lot 1 DP 1008709,  
Lot 1 DP 1020118 and Lot 132 DP 750192  
Covered by Council Clerks Certificate  
No 38/02 Dated 13.5.02

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 307  
Bathurst NSW 2795.  
ACN 083 237 585

- (k) No lot burdened shall be used for the storage or depositing of building or other material except immediately prior to or during building operations on such land.
  - (l) Except with the written consent of Eden Waters Pty Limited once construction of a building is commenced on any lot burdened no building shall take longer than 18 months from such date of commencement to be completed.
  - (m) Except with the written consent of Eden Waters Pty Limited no carport or garage shall be erected on any part of each lot burdened unless it shall be of similar materials to that used in the main building including the roofing and outer walls or structure and such carport or garage shall comply with the distances referred to in clause (b) hereof.
  - (n) The registered proprietor of each lot burdened shall not leave or permit to be left on the lot any motor vehicle, caravan or trailer which is unregistered under the provisions of the Motor Traffic Act (as amended) or Transport Act (as amended) or under any other Act which requires the registration of vehicles unless any such motor vehicle, caravan or trailer is garaged.
  - (o) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Eden Waters Pty Limited without the consent of Eden Waters Pty Limited but such consent shall not be withheld if such fence is erected without expense to Eden Waters Pty Limited provided that this restriction shall remain in force only during such time as Eden Waters Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan.
  - (p) Any release, variation, modification or any consent given pursuant to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
  - (q) Eden Waters Pty Limited reserves the right to appoint by Deed any person or corporation to be empowered to release, vary or modify the aforementioned restrictions.
  - (r) In these restrictions as to user Eden Waters Pty Limited shall mean Eden Waters Pty Limited its successors, nominees or assigns other than purchasers on sale.
- "The Plan" shall mean the plan of subdivision to which this instruction relates and upon the registration of which these restrictions are created.
- (s) The body having the right to release, vary or modify these restrictions is Eden Waters Pty Limited (or such person or corporation as it may appoint)

See Sheet 7

*AM*  
SIGNED SEALED AND DELIVERED by the \_\_\_\_\_ )  
MORTGAGEE on the \_\_\_\_\_ day \_\_\_\_\_ )  
Of \_\_\_\_\_ 2002. \_\_\_\_\_ )

*AM*

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

Sheet 6 of 7

DP1039424

Plan of Subdivision of Lot 1 DP 1008709,  
Lot 1 DP 1020118 and Lot 132 DP 750192

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 307  
Bathurst NSW 2795.  
ACN 083 237 585

Covered by Council Clerks  
Certificate No. 38/02 Dated 13.5.02

SIGNED SEALED AND DELIVERED by authority  
Of the Board of Directors of Eden Waters Pty Ltd  
ACN 083 237 585



*[Handwritten signature]*  
A. R. BROWN P. G. FLUKE  
DIRECTOR DIRECTOR.

SIGNED SEALED AND DELIVERED by Kari Anne  
Esplin and Terence Henry Charles Timms on the  
Day of *[Handwritten]* 2002

*[Handwritten signature]* K. A. ESPLIN  
*[Handwritten signature]* T. H. C. TIMMS

NICHOLAS JOHN TIMMS  
5 RAWDELL CLOSE, WALLAN, VIC.  
COMPANY DIRECTOR  
SIGNED FOR AND ON BEHALF OF THE COUNCIL  
OF THE SHIRE OF BEGA VALLEY

*[Handwritten signature]*  
D.G. JESSON  
GENERAL MANAGER  
Dated this *13* day of *May*, 2002.

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

Sheet 7 of 7

**DP1039424**

Plan of Subdivision of Lot 1 DP 1008709,  
Lot 1 DP 1020118 and Lot 132 DP 750192

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 307  
Bathurst NSW 2795.  
ACN 083 237 585

Covered by Council Clerks  
Certificate No. 38/02 Dated 13.5.02

~~SIGNED SEALED AND DELIVERED by authority  
Of the Board of Directors of Eden Waters Pty Ltd  
ACN 083 237 585~~

~~SIGNED SEALED AND DELIVERED by Kari Anne  
Esplin and Terence Henry Charles Timms on the  
Day of 2002~~

See Sheet 6

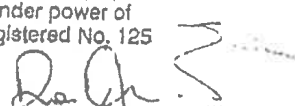
~~SIGNED FOR AND ON BEHALF OF THE COUNCIL  
OF THE SHIRE OF BEGA VALLEY~~

~~D.G.JESSON  
GENERAL MANAGER~~

~~Dated this ..... day of ..... 2002~~

Signed at Sydney the 12th day of  
June 2002 For Commonwealth  
Bank of Australia A.B.N. 48 123 123 124 by its  
duly appointed Attorney under Power of  
Attorney Book 4297 No. 297

**SIGNED SEALED AND DELIVERED**  
For and on behalf of  
ST GEORGE BANK LIMITED  
(A.C.N. 065 513 070) by its  
attorneys under power of  
attorney registered No. 125  
Book 4182



ATTORNEY Robert Norman Holmkvist  
Print Name: Credit Analyst  
Position Held:



ATTORNEY David Malcolm Matheson  
Print Name: Credit Administration Manager  
Position Held:

WITNESS  
Print Name:

Basma Franso Ibrahim



Witness



Shandell Channell BARREN JOHN WISSAM  
16-24 Eisle St Burwood NSW



SCHEMATIC AND DETAILS ONLY

**Seal of the State of Oregon**

Signature: *[Signature]*

Director

Submitted Under Chapter No. 291, Section 12  
 Oregon Statutes  
 1975 241  
 Approved by the Oregon State Board of Planning  
 and Development Act 1975 204 and 207  
 by the Oregon State Board of Planning and  
 Development Act 1975 204 and 207  
 1st Edition 2004

Division of Land Use Planning  
 1500 NE Oregon Street  
 Salem, Oregon 97331

Project Name: *[Project Name]*

Project Location: *[Project Location]*

Project Number: *[Project Number]*

Project Date: *[Project Date]*

Project Status: *[Project Status]*

**Subdivision Certificate**

Project Name: *[Project Name]*

Project Location: *[Project Location]*

Project Number: *[Project Number]*

Project Date: *[Project Date]*

Project Status: *[Project Status]*

Project Description: *[Project Description]*

Project Area: *[Project Area]*

Project Owner: *[Project Owner]*

Project Engineer: *[Project Engineer]*

Project Surveyor: *[Project Surveyor]*

Project Planner: *[Project Planner]*

Project Designer: *[Project Designer]*

Project Drafter: *[Project Drafter]*

Project Checker: *[Project Checker]*

Project Approver: *[Project Approver]*



**SCHEDULE OF CURVED ROWS**

| NO. | BEARING     | CHORD  | RADIUS | PIED   |
|-----|-------------|--------|--------|--------|
| 1   | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 2   | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 3   | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 4   | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 5   | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 6   | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 7   | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 8   | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 9   | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 10  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 11  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 12  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 13  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 14  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 15  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 16  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 17  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 18  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 19  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |
| 20  | 27° 29' 40" | 100.00 | 100.00 | 100.00 |

**PLAN OF SUBDIVISION OF LOT 100, DP 1094247**

Project Name: *[Project Name]*

Project Location: *[Project Location]*

Project Number: *[Project Number]*

Project Date: *[Project Date]*

Project Status: *[Project Status]*

Project Description: *[Project Description]*

Project Area: *[Project Area]*

Project Owner: *[Project Owner]*

Project Engineer: *[Project Engineer]*

Project Surveyor: *[Project Surveyor]*

Project Planner: *[Project Planner]*

Project Designer: *[Project Designer]*

Project Drafter: *[Project Drafter]*

Project Checker: *[Project Checker]*

Project Approver: *[Project Approver]*

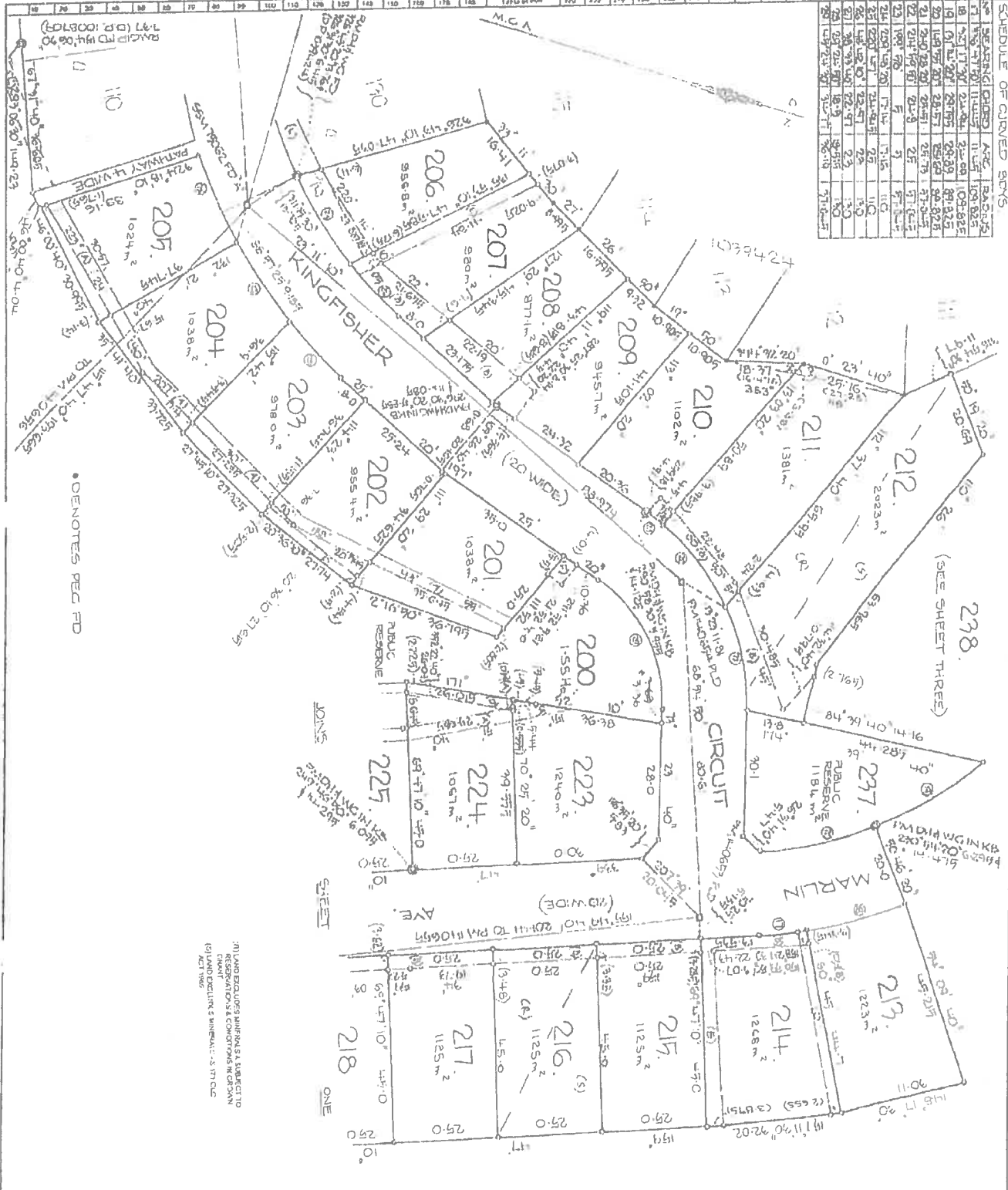
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

PLAN FORM 3

SCHEDULE OF CURVED BORDERS

| NO. | BEARING         | LENGTH | ARC  | RA     | CHORD | AREA |
|-----|-----------------|--------|------|--------|-------|------|
| 1   | S 89° 11' 30" E | 11.25  | 1.25 | 100.00 | 11.25 | 0.00 |
| 2   | N 89° 11' 30" E | 11.25  | 1.25 | 100.00 | 11.25 | 0.00 |
| 3   | S 89° 11' 30" E | 11.25  | 1.25 | 100.00 | 11.25 | 0.00 |
| 4   | N 89° 11' 30" E | 11.25  | 1.25 | 100.00 | 11.25 | 0.00 |
| 5   | S 89° 11' 30" E | 11.25  | 1.25 | 100.00 | 11.25 | 0.00 |
| 6   | N 89° 11' 30" E | 11.25  | 1.25 | 100.00 | 11.25 | 0.00 |
| 7   | S 89° 11' 30" E | 11.25  | 1.25 | 100.00 | 11.25 | 0.00 |
| 8   | N 89° 11' 30" E | 11.25  | 1.25 | 100.00 | 11.25 | 0.00 |
| 9   | S 89° 11' 30" E | 11.25  | 1.25 | 100.00 | 11.25 | 0.00 |
| 10  | N 89° 11' 30" E | 11.25  | 1.25 | 100.00 | 11.25 | 0.00 |



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

• DENOTES PEC FD

Plan Drawing only to appear in this space

ALL LAND EXCEPTS MINERALS IS SUBJECT TO RESERVATIONS & CONDITIONS IN ORDINANCE AND DECLIN. INSTRUMENTS - 5-17-01 C.L.C. ACT 1988

AREA OF LOT 237 ADDED IN LPI VIDE 2004/1346 3 B 2004/24

Production Date: 1 600

Registered DP1064203 (E) 30-9-2004

C.S.M. Ltd

17/5 INTENDED TO DEDICATE KING FISHER CIRCUS, MARLIN AVE & BOUNDARY TO THE PUBLIC AS ROAD

IT IS INTENDED TO DEDICATE LOTS 200 & 237 AS PUBLIC RESERVE

DP1064203 (E)

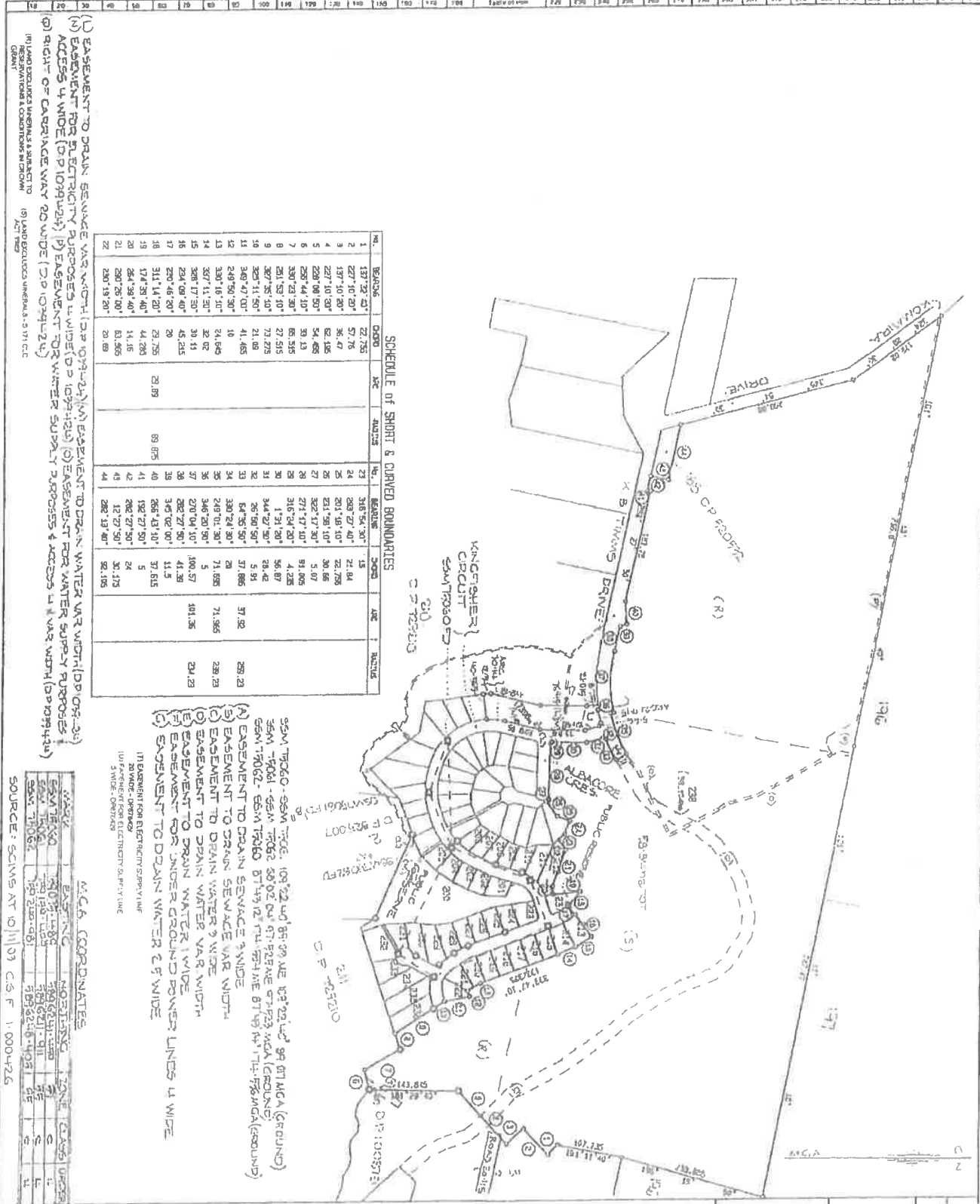
30-9-2004

17/5 INTENDED TO DEDICATE KING FISHER CIRCUS, MARLIN AVE & BOUNDARY TO THE PUBLIC AS ROAD

IT IS INTENDED TO DEDICATE LOTS 200 & 237 AS PUBLIC RESERVE

To be used in conjunction with Plan Form 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF SHORT & CURVED BOUNDARIES

| NO. | BEARING       | COORD. | AREA | NO. | BEARING       | COORD. | AREA | NO. | BEARING      | COORD. | AREA | NO. | BEARING       | COORD. | AREA |
|-----|---------------|--------|------|-----|---------------|--------|------|-----|--------------|--------|------|-----|---------------|--------|------|
| 1   | S 17° 32' 43" | 22.755 |      | 21  | S 16° 54' 30" | 1.5    |      | 44  | S 2° 13' 40" | 92.105 |      | 22  | S 20° 13' 20" | 20.89  |      |
| 2   | S 27° 40' 30" | 57.76  |      | 22  | S 20° 13' 20" | 21.84  |      | 45  | S 2° 13' 40" | 5      |      | 23  | S 17° 32' 43" | 23.755 |      |
| 3   | S 27° 40' 30" | 36.47  |      | 23  | S 20° 13' 20" | 22.755 |      | 46  | S 2° 13' 40" | 24     |      | 24  | S 27° 40' 30" | 36.47  |      |
| 4   | S 27° 40' 30" | 62.156 |      | 24  | S 20° 13' 20" | 30.86  |      | 47  | S 2° 13' 40" | 5.07   |      | 25  | S 27° 40' 30" | 62.156 |      |
| 5   | S 20° 06' 50" | 54.466 |      | 25  | S 20° 13' 20" | 5.07   |      | 48  | S 2° 13' 40" | 1.225  |      | 26  | S 20° 06' 50" | 54.466 |      |
| 6   | S 25° 44' 10" | 30.13  |      | 26  | S 20° 13' 20" | 1.225  |      | 49  | S 2° 13' 40" | 28.42  |      | 27  | S 25° 44' 10" | 30.13  |      |
| 7   | S 30° 23' 30" | 63.515 |      | 27  | S 20° 13' 20" | 28.42  |      | 50  | S 2° 13' 40" | 41.465 |      | 28  | S 30° 23' 30" | 63.515 |      |
| 8   | S 31° 53' 10" | 73.275 |      | 28  | S 20° 13' 20" | 41.465 |      | 51  | S 2° 13' 40" | 74.864 |      | 29  | S 31° 53' 10" | 73.275 |      |
| 9   | S 27° 35' 10" | 21.89  |      | 29  | S 20° 13' 20" | 74.864 |      | 52  | S 2° 13' 40" | 71.965 |      | 30  | S 27° 35' 10" | 21.89  |      |
| 10  | S 25° 11' 50" | 21.89  |      | 30  | S 20° 13' 20" | 71.965 |      | 53  | S 2° 13' 40" | 28.23  |      | 31  | S 25° 11' 50" | 21.89  |      |
| 11  | S 40° 47' 00" | 41.465 |      | 31  | S 20° 13' 20" | 28.23  |      | 54  | S 2° 13' 40" | 24.23  |      | 32  | S 40° 47' 00" | 41.465 |      |
| 12  | S 40° 47' 00" | 10     |      | 32  | S 20° 13' 20" | 24.23  |      | 55  | S 2° 13' 40" | 24.23  |      | 33  | S 40° 47' 00" | 10     |      |
| 13  | S 30° 16' 10" | 24.864 |      | 33  | S 20° 13' 20" | 24.23  |      | 56  | S 2° 13' 40" | 24.23  |      | 34  | S 30° 16' 10" | 24.864 |      |
| 14  | S 30° 16' 10" | 32.02  |      | 34  | S 20° 13' 20" | 24.23  |      | 57  | S 2° 13' 40" | 24.23  |      | 35  | S 30° 16' 10" | 32.02  |      |
| 15  | S 30° 17' 30" | 31.41  |      | 35  | S 20° 13' 20" | 24.23  |      | 58  | S 2° 13' 40" | 24.23  |      | 36  | S 30° 17' 30" | 31.41  |      |
| 16  | S 20° 09' 40" | 45.245 |      | 36  | S 20° 13' 20" | 24.23  |      | 59  | S 2° 13' 40" | 24.23  |      | 37  | S 20° 09' 40" | 45.245 |      |
| 17  | S 20° 16' 30" | 20     |      | 37  | S 20° 13' 20" | 24.23  |      | 60  | S 2° 13' 40" | 24.23  |      | 38  | S 20° 16' 30" | 20     |      |
| 18  | S 14° 14' 30" | 23.755 |      | 38  | S 20° 13' 20" | 24.23  |      | 61  | S 2° 13' 40" | 24.23  |      | 39  | S 14° 14' 30" | 23.755 |      |
| 19  | S 17° 32' 43" | 44.263 |      | 39  | S 20° 13' 20" | 24.23  |      | 62  | S 2° 13' 40" | 24.23  |      | 40  | S 17° 32' 43" | 44.263 |      |
| 20  | S 20° 26' 00" | 83.569 |      | 40  | S 20° 13' 20" | 24.23  |      | 63  | S 2° 13' 40" | 24.23  |      | 41  | S 20° 26' 00" | 83.569 |      |
| 21  | S 20° 26' 00" | 20.89  |      | 41  | S 20° 13' 20" | 24.23  |      | 64  | S 2° 13' 40" | 24.23  |      | 42  | S 20° 26' 00" | 20.89  |      |
| 22  | S 20° 13' 20" | 20.89  |      | 42  | S 20° 13' 20" | 24.23  |      | 65  | S 2° 13' 40" | 24.23  |      | 43  | S 20° 13' 20" | 20.89  |      |

- (1) EASEMENT TO DRAIN SEWAGE WATER WITHIN (2) 10' 0" WIDE (3) 10' 0" WIDE (4) 10' 0" WIDE (5) 10' 0" WIDE (6) 10' 0" WIDE (7) 10' 0" WIDE (8) 10' 0" WIDE (9) 10' 0" WIDE (10) 10' 0" WIDE (11) 10' 0" WIDE (12) 10' 0" WIDE (13) 10' 0" WIDE (14) 10' 0" WIDE (15) 10' 0" WIDE (16) 10' 0" WIDE (17) 10' 0" WIDE (18) 10' 0" WIDE (19) 10' 0" WIDE (20) 10' 0" WIDE (21) 10' 0" WIDE (22) 10' 0" WIDE
- (1) EASEMENT FOR ELECTRICITY APPROX 1.5 WIDE (2) 1.5 WIDE (3) 1.5 WIDE (4) 1.5 WIDE (5) 1.5 WIDE (6) 1.5 WIDE (7) 1.5 WIDE (8) 1.5 WIDE (9) 1.5 WIDE (10) 1.5 WIDE (11) 1.5 WIDE (12) 1.5 WIDE (13) 1.5 WIDE (14) 1.5 WIDE (15) 1.5 WIDE (16) 1.5 WIDE (17) 1.5 WIDE (18) 1.5 WIDE (19) 1.5 WIDE (20) 1.5 WIDE (21) 1.5 WIDE (22) 1.5 WIDE
- (1) EASEMENT FOR WATER SUPPLY APPROX 1.5 WIDE (2) 1.5 WIDE (3) 1.5 WIDE (4) 1.5 WIDE (5) 1.5 WIDE (6) 1.5 WIDE (7) 1.5 WIDE (8) 1.5 WIDE (9) 1.5 WIDE (10) 1.5 WIDE (11) 1.5 WIDE (12) 1.5 WIDE (13) 1.5 WIDE (14) 1.5 WIDE (15) 1.5 WIDE (16) 1.5 WIDE (17) 1.5 WIDE (18) 1.5 WIDE (19) 1.5 WIDE (20) 1.5 WIDE (21) 1.5 WIDE (22) 1.5 WIDE
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M.C.A. COORDINATES

| WAVE      | EASTING     | NORTHING    | ZONE | CLASS | UNITS |
|-----------|-------------|-------------|------|-------|-------|
| SCM T1062 | 1000000.000 | 1000000.000 | 11N  | U     | M     |
| SCM T1062 | 1000000.000 | 1000000.000 | 11N  | U     | M     |
| SCM T1062 | 1000000.000 | 1000000.000 | 11N  | U     | M     |

SOURCE: SCIMS AT 01/03 C.S.F. 1:000426

Plan Drawing only to separate in this space

DATE OF REFERENCE 14-005A

DP1064203  
 Registered: 2010-04-20  
 C.S.M. 2010

Survey registered under Survey Act 1972  
 This plan is a preliminary plan  
 and is subject to the provisions of the Act  
 of 1972

Ensign  
 Geomatics Engineering & Surveying  
 10000 100th Ave. NW  
 Edmonton, Alberta T5A 0A6  
 Canada  
 Phone: 780-443-1111  
 Fax: 780-443-1112  
 Email: info@ensign.ca  
 Website: www.ensign.ca

STAGE 2 DRIP

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

Lengths are in metres

Sheet 1 of 6

**DP1064203**

Plan of Subdivision of Lot 100 DP 1039424,

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186,  
ACN 083 237 585

**PART I.**

1. Identity of easement or restriction firstly  
referred to in the above mentioned plan.

Easement to Drain Sewage 3 wide

**Lots Burdened**

201  
202  
203  
204  
205  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232

**Lot or Authority Benefited**

Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council

2. Identity of easement or restriction secondly  
referred to on the above mentioned plan.

Easement to Drain Sewage variable width

**Lots Burdened**

206  
207  
208  
209  
210  
211  
212  
214  
215  
216  
217  
218  
219  
220  
221  
222  
232  
233  
234  
235  
236

**Lot or Authority Benefited**

Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
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Bega Valley Shire Council  
Bega Valley Shire Council

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

Lengths are in metres

Sheet 2 of 6

**DP1064203**

Full Name and Address of Proprietors  
Of the Land

Plan of Subdivision of Lot 100 DP 1039424,

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

3. Identity of easement or restriction thirdly  
referred to in the above mentioned plan

**Lots Burdened**

219

220

227

232

Easement to Drain Water 3 wide

**Lot or Authority Benefited**

Bega Valley Shire Council & 238

Bega Valley Shire Council & 238

Bega Valley Shire Council & 223,224,225  
& 226

Bega Valley Shire Council &

233,234,235,236 &238

4. Identity of easement or restriction fourthly  
referred to in the above mentioned plan

**Lots Burdened**

214

224

225

226

232

233

234

235

236

Easement to Drain Water variable width

**Lot or Authority Benefited**

Bega Valley Shire Council & 238

223

223 & 224

223,224 & 225

Bega Valley Shire Council &

233,234,235,236 & 238

Bega Valley Shire Council & 234,235,236  
& 238

Bega Valley Shire Council & 235,236 &  
238

Bega Valley Shire Council & 236 & 238

Bega Valley Shire Council & 238

5. Identity of easement or restriction fifthly  
referred to in the above mentioned plan

**Lots Burdened**

229

230

231

Easement to Drain Water 1 wide

**Lot or Authority Benefited**

228

228 & 229

228,229 & 230

6. Identity of easement or restriction sixthly  
referred to in the above mentioned plan

**Lots Burdened**

200

Easement for Underground Power Lines 4  
wide

**Lot or Authority Benefited**

Country Energy

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

Lengths are in metres

Sheet 3 of 6

**DP1064203**

Plan of Subdivision of Lot 100 DP 1039424.

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

7. Identity of easement or restriction seventhly  
referred to in the above mentioned plan

Easement to Drain Water 2.5 wide

**Lots Burdened**  
202

**Lots or Authority Benefitted**  
201 & 203

8. Identity of easement or restriction eighthly  
referred to in the above mentioned plan

Restriction on Use of land

**Lots Burdened**  
Every Lot except Lot 238

**Lot or Authority Benefitted**  
Every lot

**PART 2**

1. **Terms of Easement for Underground Power Lines 4 wide sixthly referred to in the above  
mentioned plan.**

Easement terms are as per Sections A & C of Memorandum 3820073 V.

4. **Terms of Restriction on Use of Land eighthly referred to in the above mentioned plan.**

- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
- (b) No building shall be erected on each lot burdened having more than two storeys and having main outer walls less than 7.5 metres from the street frontage and less than 1.52 metres from the side boundaries of the land save that in the case of a corner lot having main outer wall less than 7.5 metres from one street frontage and less than 5 metres from the other street frontage.
- (c) Except with the consent in writing of Eden Waters Pty Limited no building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls built predominantly of brick and/or brick veneer and/or stone and/or masonry blocks and/or glass, provided that the proportion of any other materials shall not exceed 25% of the total area of the external walls excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.
- (d) No building shall be erected on each lot burdened having a living area within the external walls of the building of not less than 120 square metres and the living area of the said building shall be deemed not to include garages, carports, covered and uncovered patios and basements excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.



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

Lengths are in metres

Sheet 4 of 6

**DP1064203**

Plan of Subdivision of Lot 100 DP 1039424,

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

- (e) No building shall be erected on each lot burdened having a roof of any materials other than concrete, terracotta tiles or Colorbond type metal roofing or such other material as is approved in writing by Eden Waters Pty Limited excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.
- (f) No advertisements shall be painted and/or fixed and/or displayed on any building erected on each lot burdened and no advertisement hoarding or sign shall be erected on any part of each lot burdened save for signs relating to the sale or lease of the lot on which the sign is erected not exceeding 1 square metre and save for signs required by law.
- (g) No building erected on each lot burdened shall be used for any purpose of advertisement or exhibition, except with the express consent in writing of Eden Waters Pty Limited and then only for a period not exceeding 12 months, from the time of completion of the erection of such building.
- (h) No electric wires and/or telephone wires shall be connected to each lot burdened or any building thereon unless such wires shall be carried and/or laid underground within the boundaries of that lot.
- (i) No fence shall be erected on the side or rear boundaries of each lot burdened to a height greater than 1.8 metres.
- (j) No fence shall be erected on each lot closer to the street than the line of the wall of the building closest to and facing that street unless the erection of such fence is approved in writing by Eden Waters Pty Limited which approval will not be unreasonably withheld in relation to a substantial quality courtyard type fence. Any fence in existence five (5) years after the date of the grant of building approval for residences on the land shall be deemed to have been approved by Eden Waters Pty Limited.
- (k) No lot burdened shall be used for the storage or depositing of building or other material except immediately prior to or during building operations on such land.
- (l) Except with the written consent of Eden Waters Pty Limited once construction of a building is commenced on any lot burdened no building shall take longer than 18 months from such date of commencement to be completed.
- (m) Except with the written consent of Eden Waters Pty Limited no carport or garage shall be erected on any part of each lot burdened unless it shall be of similar materials to that used in the main building including the roofing and outer walls or structure and such carport or garage shall comply with the distances referred to in clause (b) hereof.
- (n) The registered proprietor of each lot burdened shall not leave or permit to be left on the lot any motor vehicle, caravan or trailer which is unregistered under the provisions of the Motor Traffic Act (as amended) or Transport Act (as amended) or under any other Act which requires the registration of vehicles unless any such motor vehicle, caravan or trailer is garaged.



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

Lengths are in metres

Sheet 5 of 6

DP1064203

Plan of Subdivision of Lot 100 DP 1039424,

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

- (o) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Eden Waters Pty Limited without the consent of Eden Waters Pty Limited but such consent shall not be withheld if such fence is erected without expense to Eden Waters Pty Limited provided that this restriction shall remain in force only during such time as Eden Waters Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan.
- (p) Any release, variation, modification or any consent given pursuant to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (q) Eden Waters Pty Limited reserves the right to appoint by Deed any person or corporation to be empowered to release, vary or modify the aforementioned restrictions.
- (r) In these restrictions as to user Eden Waters Pty Limited shall mean Eden Waters Pty Limited its successors, nominees or assigns other than purchasers on sale.  
  
"The Plan" shall mean the plan of subdivision to which this instruction relates and upon the registration of which these restrictions are created.
- (s) The body having the right to release, vary or modify these restrictions is Eden Waters Pty Limited (or such person or corporation as it may appoint)

Full Name and Address of Proprietors  
Of the Land

SIGNED SEALED AND DELIVERED by authority  
Of the Board of Directors of Eden Waters Pty Ltd  
ACN 083 237 585



*[Signature]* X *[Signature]*  
*THE 11/04/195*  
 Director *BK. Timms*  
 Director.

The seal of the DEGA VALLEY SHIRE COUNCIL )  
 Was hereto affixed pursuant to a Resolution of )  
 Council passed on the \_\_\_\_\_ day of )  
 2004 in the presence of: ).....

*[Handwritten signature]*

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

Lengths are in metres

Sheet 6 of 6

**DP1064203**

Plan of Subdivision of Lot 100 DP 1039424,

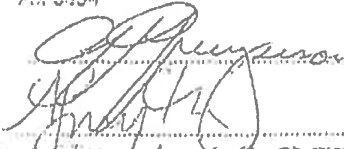
Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

SIGNED SEALED AND DELIVERED by the  
MORTGAGEE on the  
Of 2004.

)  
day )  
).....

Mortgage under Mortgage No. AAS65975  
5 of 100 Sydney this 16<sup>th</sup> day of  
April 2004 for National  
Bank Limited ABN 12 004 044 037  
I, Elona Ferguson its duly  
Attorney under Power of Attorney  
No. 3434

  
Elona Ferguson  
Solicitor  
215 Crookwell Street, Sydney NSW

 30-4-2004



*Edna Wainwright*  
 Director

Landmark Survey Memorandum No. LMS-145-9-5  
 5/20/08 Surveyed 16/08/08  
 Prepared by Edna Wainwright  
 Checked by Norman Soper  
 Approved by Norman Soper  
 Date of Approval 16/08/08  
 111 4th East Hill

*Norman Soper*  
 Director

Department of Land and Water Conservation Approval  
 (Where applicable, approval is required for the location of the land  
 and/or the proposed use of the land.)

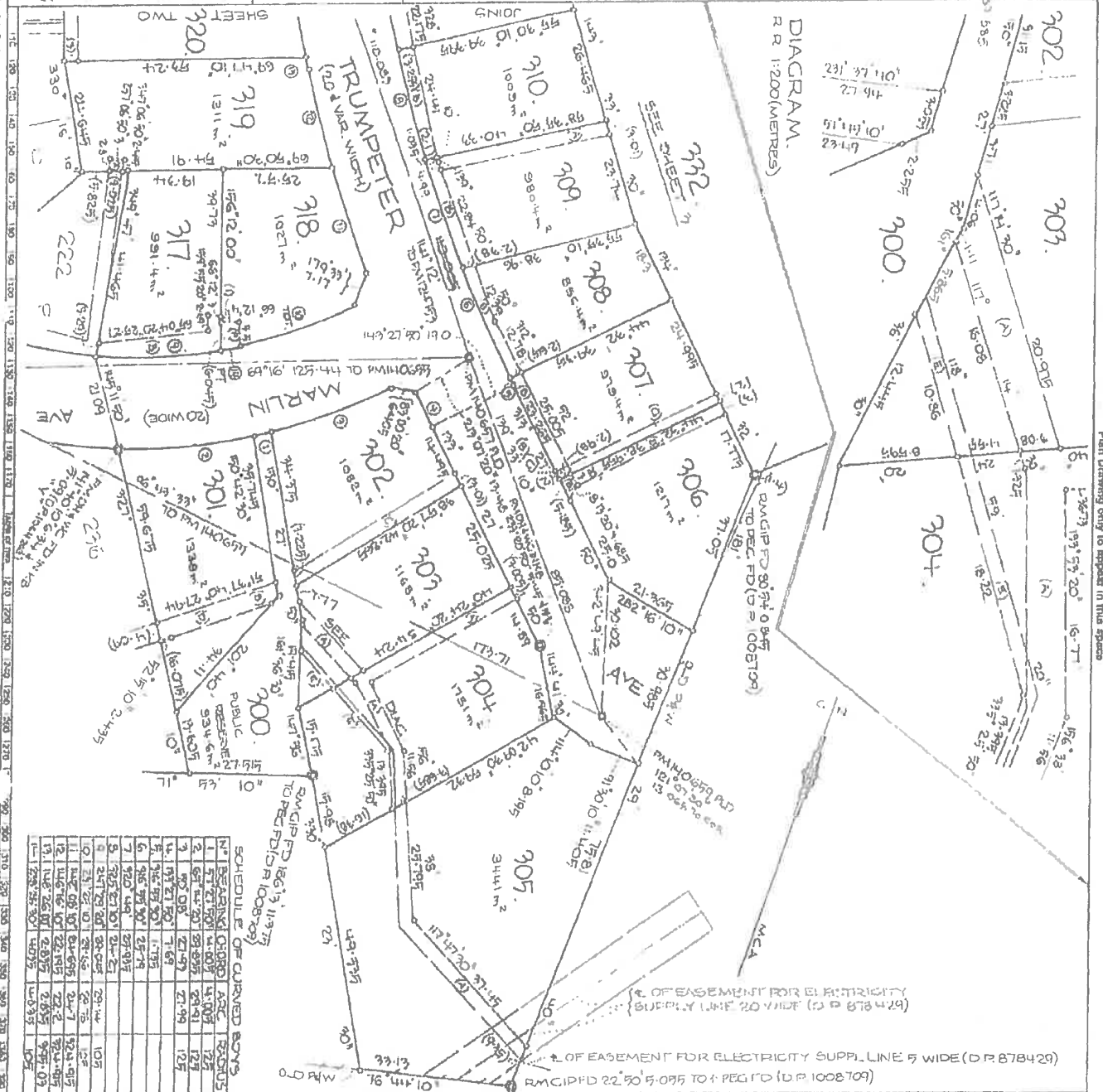
Subdivision Certificate  
 (Where applicable, approval is required for the location of the land  
 and/or the proposed use of the land.)

Consent of the Registrar-General  
 (Where applicable, approval is required for the location of the land  
 and/or the proposed use of the land.)

Consent of the Registrar-General  
 (Where applicable, approval is required for the location of the land  
 and/or the proposed use of the land.)

Consent of the Registrar-General  
 (Where applicable, approval is required for the location of the land  
 and/or the proposed use of the land.)

Consent of the Registrar-General  
 (Where applicable, approval is required for the location of the land  
 and/or the proposed use of the land.)



DP1064211 (E)  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: PARISH R 7292.3  
 Last Plan: DP1064203

PLAN OF SUBDIVISION OF  
 LOT 238, DP1064203

LOCALITY: EDEN  
 COUNTY: AUCKLAND (3)

| NO  | SECTION | ORDER | DATE     | REVISION |
|-----|---------|-------|----------|----------|
| 1   | 1       | 1     | 16/08/08 | 1/1      |
| 2   | 2       | 1     | 16/08/08 | 1/1      |
| 3   | 3       | 1     | 16/08/08 | 1/1      |
| 4   | 4       | 1     | 16/08/08 | 1/1      |
| 5   | 5       | 1     | 16/08/08 | 1/1      |
| 6   | 6       | 1     | 16/08/08 | 1/1      |
| 7   | 7       | 1     | 16/08/08 | 1/1      |
| 8   | 8       | 1     | 16/08/08 | 1/1      |
| 9   | 9       | 1     | 16/08/08 | 1/1      |
| 10  | 10      | 1     | 16/08/08 | 1/1      |
| 11  | 11      | 1     | 16/08/08 | 1/1      |
| 12  | 12      | 1     | 16/08/08 | 1/1      |
| 13  | 13      | 1     | 16/08/08 | 1/1      |
| 14  | 14      | 1     | 16/08/08 | 1/1      |
| 15  | 15      | 1     | 16/08/08 | 1/1      |
| 16  | 16      | 1     | 16/08/08 | 1/1      |
| 17  | 17      | 1     | 16/08/08 | 1/1      |
| 18  | 18      | 1     | 16/08/08 | 1/1      |
| 19  | 19      | 1     | 16/08/08 | 1/1      |
| 20  | 20      | 1     | 16/08/08 | 1/1      |
| 21  | 21      | 1     | 16/08/08 | 1/1      |
| 22  | 22      | 1     | 16/08/08 | 1/1      |
| 23  | 23      | 1     | 16/08/08 | 1/1      |
| 24  | 24      | 1     | 16/08/08 | 1/1      |
| 25  | 25      | 1     | 16/08/08 | 1/1      |
| 26  | 26      | 1     | 16/08/08 | 1/1      |
| 27  | 27      | 1     | 16/08/08 | 1/1      |
| 28  | 28      | 1     | 16/08/08 | 1/1      |
| 29  | 29      | 1     | 16/08/08 | 1/1      |
| 30  | 30      | 1     | 16/08/08 | 1/1      |
| 31  | 31      | 1     | 16/08/08 | 1/1      |
| 32  | 32      | 1     | 16/08/08 | 1/1      |
| 33  | 33      | 1     | 16/08/08 | 1/1      |
| 34  | 34      | 1     | 16/08/08 | 1/1      |
| 35  | 35      | 1     | 16/08/08 | 1/1      |
| 36  | 36      | 1     | 16/08/08 | 1/1      |
| 37  | 37      | 1     | 16/08/08 | 1/1      |
| 38  | 38      | 1     | 16/08/08 | 1/1      |
| 39  | 39      | 1     | 16/08/08 | 1/1      |
| 40  | 40      | 1     | 16/08/08 | 1/1      |
| 41  | 41      | 1     | 16/08/08 | 1/1      |
| 42  | 42      | 1     | 16/08/08 | 1/1      |
| 43  | 43      | 1     | 16/08/08 | 1/1      |
| 44  | 44      | 1     | 16/08/08 | 1/1      |
| 45  | 45      | 1     | 16/08/08 | 1/1      |
| 46  | 46      | 1     | 16/08/08 | 1/1      |
| 47  | 47      | 1     | 16/08/08 | 1/1      |
| 48  | 48      | 1     | 16/08/08 | 1/1      |
| 49  | 49      | 1     | 16/08/08 | 1/1      |
| 50  | 50      | 1     | 16/08/08 | 1/1      |
| 51  | 51      | 1     | 16/08/08 | 1/1      |
| 52  | 52      | 1     | 16/08/08 | 1/1      |
| 53  | 53      | 1     | 16/08/08 | 1/1      |
| 54  | 54      | 1     | 16/08/08 | 1/1      |
| 55  | 55      | 1     | 16/08/08 | 1/1      |
| 56  | 56      | 1     | 16/08/08 | 1/1      |
| 57  | 57      | 1     | 16/08/08 | 1/1      |
| 58  | 58      | 1     | 16/08/08 | 1/1      |
| 59  | 59      | 1     | 16/08/08 | 1/1      |
| 60  | 60      | 1     | 16/08/08 | 1/1      |
| 61  | 61      | 1     | 16/08/08 | 1/1      |
| 62  | 62      | 1     | 16/08/08 | 1/1      |
| 63  | 63      | 1     | 16/08/08 | 1/1      |
| 64  | 64      | 1     | 16/08/08 | 1/1      |
| 65  | 65      | 1     | 16/08/08 | 1/1      |
| 66  | 66      | 1     | 16/08/08 | 1/1      |
| 67  | 67      | 1     | 16/08/08 | 1/1      |
| 68  | 68      | 1     | 16/08/08 | 1/1      |
| 69  | 69      | 1     | 16/08/08 | 1/1      |
| 70  | 70      | 1     | 16/08/08 | 1/1      |
| 71  | 71      | 1     | 16/08/08 | 1/1      |
| 72  | 72      | 1     | 16/08/08 | 1/1      |
| 73  | 73      | 1     | 16/08/08 | 1/1      |
| 74  | 74      | 1     | 16/08/08 | 1/1      |
| 75  | 75      | 1     | 16/08/08 | 1/1      |
| 76  | 76      | 1     | 16/08/08 | 1/1      |
| 77  | 77      | 1     | 16/08/08 | 1/1      |
| 78  | 78      | 1     | 16/08/08 | 1/1      |
| 79  | 79      | 1     | 16/08/08 | 1/1      |
| 80  | 80      | 1     | 16/08/08 | 1/1      |
| 81  | 81      | 1     | 16/08/08 | 1/1      |
| 82  | 82      | 1     | 16/08/08 | 1/1      |
| 83  | 83      | 1     | 16/08/08 | 1/1      |
| 84  | 84      | 1     | 16/08/08 | 1/1      |
| 85  | 85      | 1     | 16/08/08 | 1/1      |
| 86  | 86      | 1     | 16/08/08 | 1/1      |
| 87  | 87      | 1     | 16/08/08 | 1/1      |
| 88  | 88      | 1     | 16/08/08 | 1/1      |
| 89  | 89      | 1     | 16/08/08 | 1/1      |
| 90  | 90      | 1     | 16/08/08 | 1/1      |
| 91  | 91      | 1     | 16/08/08 | 1/1      |
| 92  | 92      | 1     | 16/08/08 | 1/1      |
| 93  | 93      | 1     | 16/08/08 | 1/1      |
| 94  | 94      | 1     | 16/08/08 | 1/1      |
| 95  | 95      | 1     | 16/08/08 | 1/1      |
| 96  | 96      | 1     | 16/08/08 | 1/1      |
| 97  | 97      | 1     | 16/08/08 | 1/1      |
| 98  | 98      | 1     | 16/08/08 | 1/1      |
| 99  | 99      | 1     | 16/08/08 | 1/1      |
| 100 | 100     | 1     | 16/08/08 | 1/1      |

CONTINUED SHEET TWO

Plan Drawing only to appear in this space

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

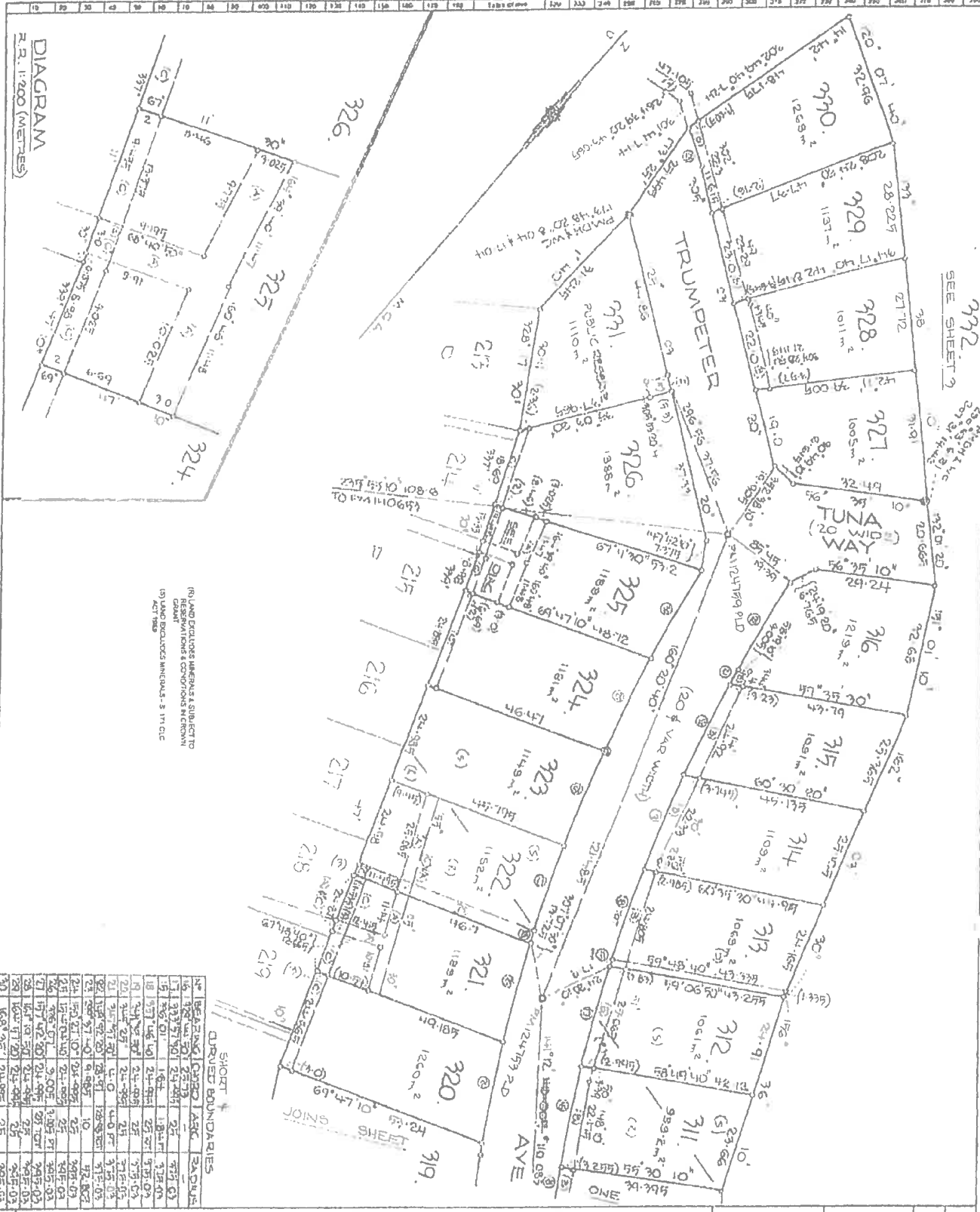


DIAGRAM  
 1:1 (200 METRES)

(R) LAND EXCEPT WHERE SHOWN AS SUBJECT TO RESERVATIONS & CONDITIONS IN CROWN ACT 1988  
 (S) LAND BELONGS MINERALS - S 111 C/C

Plan Drawing only to appear in this space

SHORT

| SECTION | AREA   | AREA   | AREA   |
|---------|--------|--------|--------|
| 1       | 123.45 | 123.45 | 123.45 |
| 2       | 123.45 | 123.45 | 123.45 |
| 3       | 123.45 | 123.45 | 123.45 |
| 4       | 123.45 | 123.45 | 123.45 |
| 5       | 123.45 | 123.45 | 123.45 |
| 6       | 123.45 | 123.45 | 123.45 |
| 7       | 123.45 | 123.45 | 123.45 |
| 8       | 123.45 | 123.45 | 123.45 |
| 9       | 123.45 | 123.45 | 123.45 |
| 10      | 123.45 | 123.45 | 123.45 |
| 11      | 123.45 | 123.45 | 123.45 |
| 12      | 123.45 | 123.45 | 123.45 |
| 13      | 123.45 | 123.45 | 123.45 |
| 14      | 123.45 | 123.45 | 123.45 |
| 15      | 123.45 | 123.45 | 123.45 |
| 16      | 123.45 | 123.45 | 123.45 |
| 17      | 123.45 | 123.45 | 123.45 |
| 18      | 123.45 | 123.45 | 123.45 |
| 19      | 123.45 | 123.45 | 123.45 |
| 20      | 123.45 | 123.45 | 123.45 |
| 21      | 123.45 | 123.45 | 123.45 |
| 22      | 123.45 | 123.45 | 123.45 |
| 23      | 123.45 | 123.45 | 123.45 |
| 24      | 123.45 | 123.45 | 123.45 |
| 25      | 123.45 | 123.45 | 123.45 |

Section No: 1000

It is intended to dedicate TUNA WAY, TRUMPETER AVE & MARLIN AVE TO THE PUBLIC AS ROAD. IT IS INTENDED TO DEDICATE LOTS 300 & 391 AS PUBLIC RESERVE.

Continued from SHEET ONE & RESTRICTION ON USE OF LAND

Registered: 30-10-2004  
 5TH SUNDARY ROAD

DP1064211

\* DISTANCE BETWEEN PMS 124153 & 140657 AMENDED IN LPI AT SURVEYOR'S REQUEST VIDE PMS/MSI 4-2-2005



STAG ORIGINALS

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

Lengths are in metres

Sheet 1 of 6

DP1064211

Plan of Subdivision of Lot 238 DP 1064203

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

PART 1.

1. Identity of easement or restriction firstly  
referred to in the above mentioned plan.

Easement to Drain Sewage 3 wide

**Lots Burdened**

303  
304  
305  
309  
319  
321  
322  
325  
332

**Lot or Authority Benefited**

Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council

2. Identity of easement or restriction secondly  
referred to on the above mentioned plan.

Easement to Drain Sewage variable width

**Lots Burdened**

301  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
328  
329  
330

**Lot or Authority Benefited**

Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council

3. Identity of easement or restriction thirdly  
referred to in the above mentioned plan

Easement to Drain Water 3 wide

**Lots Burdened**

302  
320  
321  
322

**Lot or Authority Benefited**

Bega Valley Shire Council  
Bega Valley Shire Council & 319  
Bega Valley Shire Council & 319,320  
&322  
Bega Valley Shire Council

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

Lengths are in metres

Sheet 2 of 6

**DP1064211**

Plan of Subdivision of Lot 238 DP 1064203

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

4. Identity of easement or restriction fourthly  
referred to in the above mentioned plan

Easement to Drain Water variable width

**Lots Burdened**  
301

**Lot or Authority Benefited**  
Bega Valley Shire Council & 303,304 &  
305  
332

313

5. Identity of easement or restriction fifthly  
referred to in the above mentioned plan

Easement to Drain Water 1 wide

**Lots Burdened**  
303  
304

**Lot or Authority Benefited**  
304 & 305  
305

6. Identity of easement or restriction sixthly  
referred to in the above mentioned plan

Easement for Underground Power Lines 4  
wide

**Lots Burdened**  
318  
331

**Lot or Authority Benefited**  
Country Energy  
Country Energy

7. Identity of easement or restriction seventhly  
referred to in the above mentioned plan

Easement to Drain Water 2 wide

**Lots Burdened**  
307  
324  
325  
326

**Lots or Authority Benefited**  
332  
323  
323 & 324  
323,324 & 325

8. Identity of easement or restriction seventhly  
referred to in the above mentioned plan

Restriction on Use of land

**Lots Burdened**  
Every Lot

**Lot or Authority Benefited**  
Every other lot

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

Lengths are in metres

Sheet 3 of 6

**DP1064211**

Plan of Subdivision of Lot 238 DP 1064203

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

**PART 2**

1. **Terms of Easement for Underground Power Lines 4 wide sixthly referred to in the above mentioned plan.**

Easement terms are as specified in Sections A, B & C of Memorandum 3820073 V.

4. **Terms of Restriction on Use of Land eighthly referred to in the above mentioned plan.**

- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
- (b) No building shall be erected on each lot burdened having more than two storeys and having main outer walls less than 7.5 metres from the street frontage and less than 1.52 metres from the side boundaries of the land save that in the case of a corner lot having main outer wall less than 7.5 metres from one street frontage and less than 5 metres from the other street frontage.
- (c) Except with the consent in writing of Eden Waters Pty Limited no building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls built predominantly of brick and/or brick veneer and/or stone and/or masonry blocks and/or glass, provided that the proportion of any other materials shall not exceed 25% of the total area of the external walls excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.
- (d) No building shall be erected on each lot burdened having a living area within the external walls of the building of not less than 120 square metres and the living area of the said building shall be deemed not to include garages, carports, covered and uncovered patios and basements excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 90 square metres.
- (e) No building shall be erected on each lot burdened having a roof of any materials other than concrete, terracotta tiles or Colorbond type metal roofing or such other material as is approved in writing by Eden Waters Pty Limited excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.
- (f) No advertisements shall be painted and/or fixed and/or displayed on any building erected on each lot burdened and no advertisement hoarding or sign shall be erected on any part of each lot burdened save for signs relating to the sale or lease of the lot on which the sign is erected not exceeding 1 square metre and save for signs required by law.
- (g) No building erected on each lot burdened shall be used for any purpose of advertisement or exhibition, except with the express consent in writing of Eden Waters Pty Limited and then only for a period not exceeding 12 months, from the time of completion of the erection of such building.
- (h) No electric wires and/or telephone wires shall be connected to each lot burdened or any building thereon unless such wires shall be carried and/or laid underground within the boundaries of that lot.



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

Lengths are in metres

Sheet 4 of 6

**DP1064211**

Plan of Subdivision of Lot 238 DP 1064203

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

- (i) No fence shall be erected on the side or rear boundaries of each lot burdened to a height greater than 1.8 metres.
- (j) No fence shall be erected on each lot closer to the street than the line of the wall of the building closest to and facing that street unless the erection of such fence is approved in writing by Eden Waters Pty Limited which approval will not be unreasonably withheld in relation to a substantial quality courtyard type fence. Any fence in existence five (5) years after the date of the grant of building approval for residences on the land shall be deemed to have been approved by Eden Waters Pty Limited.
- (k) No lot burdened shall be used for the storage or depositing of building or other material except immediately prior to or during building operations on such land.
- (l) Except with the written consent of Eden Waters Pty Limited once construction of a building is commenced on any lot burdened no building shall take longer than 18 months from such date of commencement to be completed.
- (m) Except with the written consent of Eden Waters Pty Limited no carport or garage shall be erected on any part of each lot burdened unless it shall be of similar materials to that used in the main building including the roofing and outer walls or structure and such carport or garage shall comply with the distances referred to in clause (b) hereof.
- (n) The registered proprietor of each lot burdened shall not leave or permit to be left on the lot any motor vehicle, caravan or trailer which is unregistered under the provisions of the Motor Traffic Act (as amended) or Transport Act (as amended) or under any other Act which requires the registration of vehicles unless any such motor vehicle, caravan or trailer is garaged.
- (o) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Eden Waters Pty Limited without the consent of Eden Waters Pty Limited but such consent shall not be withheld if such fence is erected without expense to Eden Waters Pty Limited provided that this restriction shall remain in force only during such time as Eden Waters Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan.
- (p) Any release, variation, modification or any consent given pursuant to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (q) Eden Waters Pty Limited reserves the right to appoint by Deed any person or corporation to be empowered to release, vary or modify the aforementioned restrictions.
- (r) In these restrictions as to user Eden Waters Pty Limited shall mean Eden Waters Pty Limited its successors, nominees or assigns other than purchasers on sale.  
  
"The Plan" shall mean the plan of subdivision to which this instruction relates and upon the registration of which these restrictions are created.
- (s) The body having the right to release, vary or modify these restrictions is Eden Waters Pty Limited (or such person or corporation as it may appoint)



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

Lengths are in metres

Sheet 5 of 6

**DP1064211**

Plan of Subdivision of Lot 238 DP1064203

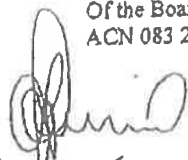
Full Name and Address of Proprietors  
Of the Land

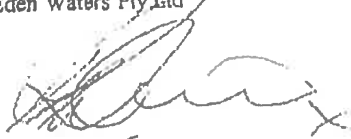
Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

Full Name and Address of Proprietors  
Of the Land

SIGNED SEALED AND DELIVERED by authority  
Of the Board of Directors of Eden Waters Pty Ltd  
ACN 083 237 585



  
T.H.C. TIMMS  
Director

  
R.K. Timms  
Director

The seal of the BEGA VALLEY SHIRE COUNCIL )  
Was hereto affixed pursuant to a Resolution of )  
Council passed on the \_\_\_\_\_ day of \_\_\_\_\_ )  
2002 in the presence of: ).....  
\_\_\_\_\_



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

Lengths are in metres

Sheet 6 of 6

**DP1064211**

Plan of Subdivision of Lot 238 DP 1064203

Full Name and Address of Proprietors  
Of the Land

Eden Waters Pty Limited P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

SIGNED SEALED AND DELIVERED by the )  
MORTGAGEE on the day )  
Of 2002. ).....

Mortgagee under Mortgage No. AA565975  
Signed at Sydney this 16<sup>th</sup> day of  
April 2004 for National  
Australia Bank Limited ABN 12 004 044 937  
by **Fiona Ferguson** Its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

.....  
Manager

.....  
Witness/Bank Officer **Annabelle SMYTH**  
255 George Street, Sydney NSW

REGISTERED  30-4-2004

Plan Drawing only to appear in this space

SIGNATURE AND SEALS ONLY



*K. B. Timms*  
 K. B. TIMMS  
 Professional Engineer  
 No. 10227

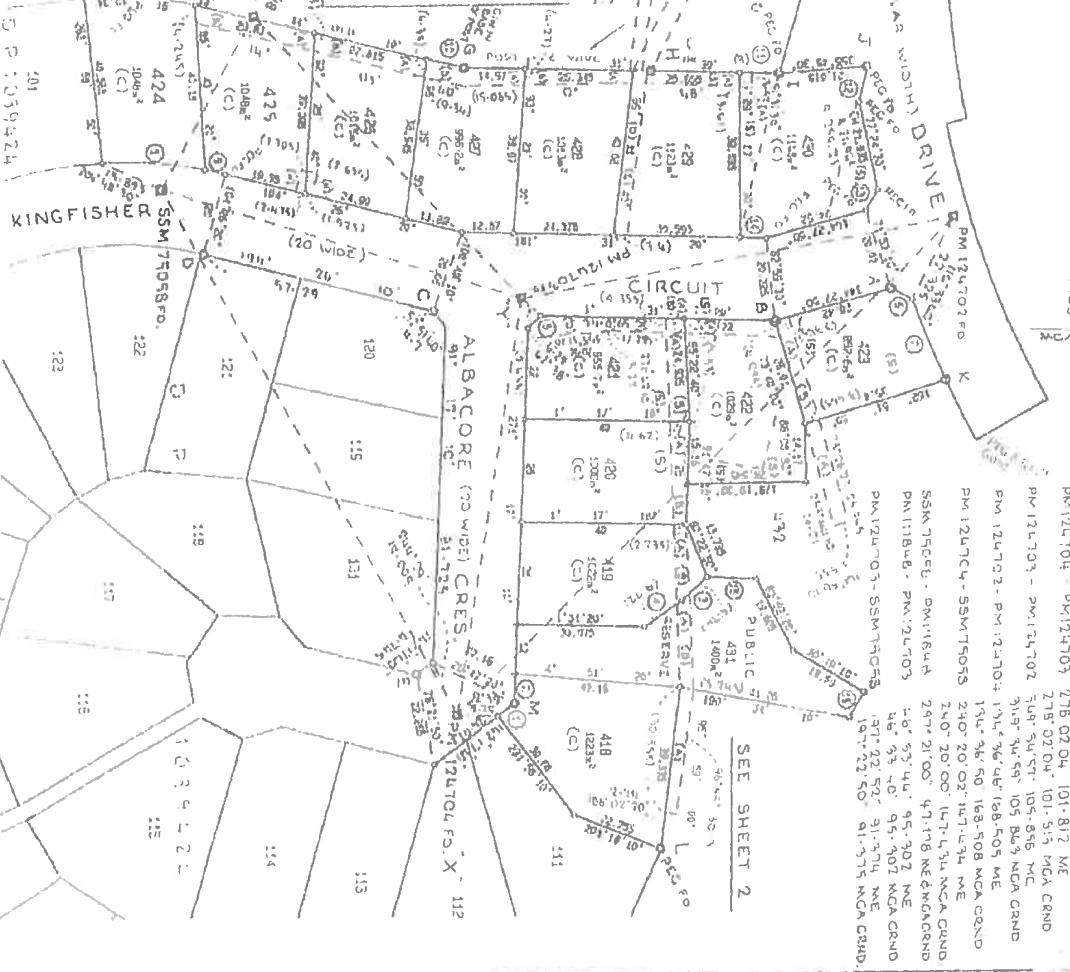
- A. EASEMENT TO DRAIN SEWAGE VIA GLE WIDTH
- B. EASEMENT TO DRAIN WATER VARIABLE WIDTH
- C. RESTRICTION ON USE OF LAND
- D. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP 1059423)
- E. EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 1059424)
- F. EASEMENT TO DRAIN WATER 4' WIDE AND VARIABLE WIDTH (DP 1028196)
- G. EASEMENT TO DRAIN SEWAGE 7' WIDE (DP 1058443)
- H. EASEMENT FOR ELECTRICITY PURPOSES 4' WIDE (DP 1059424)
- I. LAND EXCLUDES MINERALS - SEE SECTION 171 GROWN LANDS ACT 1989

SCHEDULE OF SHORT & OBTAIN SQUARES

| NO. | BEARINGS     | DIAG.  | AREA   |
|-----|--------------|--------|--------|
| 1   | 322° 37' 40" | 3.77   | 7.05   |
| 2   | 271° 17' 10" | 4.37   | 4.37   |
| 3   | 138° 05' 30" | 4.23   | 4.23   |
| 4   | 143° 55' 30" | 4.23   | 4.23   |
| 5   | 318° 24' 20" | 5.91   | 5.91   |
| 6   | 28° 50' 30"  | 21.25  | 21.25  |
| 7   | 56° 25' 20"  | 24.975 | 24.975 |
| 8   | 141° 10' 50" | 5.14   | 5.14   |
| 9   | 152° 43' 00" | 5.14   | 5.14   |
| 10  | 137° 42' 10" | 5.14   | 5.14   |
| 11  | 131° 30'     | 4.75   | 4.75   |
| 12  | 102° 34' 40" | 1.58   | 1.58   |
| 13  | 117° 31' 10" | 1.58   | 1.58   |
| 14  | 141° 31' 20" | 1.58   | 1.58   |
| 15  | 137° 21'     | 1.58   | 1.58   |
| 16  | 118° 55' 10" | 1.58   | 1.58   |

REFERENCE MARKS

| NO. | BEARINGS     | DIAG.  | AREA   |
|-----|--------------|--------|--------|
| 1   | 322° 37' 40" | 3.77   | 7.05   |
| 2   | 271° 17' 10" | 4.37   | 4.37   |
| 3   | 138° 05' 30" | 4.23   | 4.23   |
| 4   | 143° 55' 30" | 4.23   | 4.23   |
| 5   | 318° 24' 20" | 5.91   | 5.91   |
| 6   | 28° 50' 30"  | 21.25  | 21.25  |
| 7   | 56° 25' 20"  | 24.975 | 24.975 |
| 8   | 141° 10' 50" | 5.14   | 5.14   |
| 9   | 152° 43' 00" | 5.14   | 5.14   |
| 10  | 137° 42' 10" | 5.14   | 5.14   |
| 11  | 131° 30'     | 4.75   | 4.75   |
| 12  | 102° 34' 40" | 1.58   | 1.58   |
| 13  | 117° 31' 10" | 1.58   | 1.58   |
| 14  | 141° 31' 20" | 1.58   | 1.58   |
| 15  | 137° 21'     | 1.58   | 1.58   |
| 16  | 118° 55' 10" | 1.58   | 1.58   |



COORDINATES

| MAR       | EASTING    | NORTHING      | ZONE | LEAST | GABER |
|-----------|------------|---------------|------|-------|-------|
| PM 111848 | 749005.115 | 5 894 340.329 | 55   | C     | 1     |
| PM 124702 | 752056.105 | 5 896 510.047 | 55   | C     | 1     |
| PM 124703 | 759074.344 | 5 894005.685  | 55   | C     | 1     |
| PM 124704 | 752175.200 | 5 896591.649  | 55   | C     | 1     |
| SSM 15058 | 759041.073 | 5 896 318.645 | 55   | C     | 1     |

DP1079132  
 AW 15.03.2005  
 T O R E N S

PARISH (3)  
 R T 92 - 3  
 DP 1064211  
 SUBDIVISION  
 LOT 732, DP 1064211

LGA BECA VALLEY  
 Locality: EDEN  
 Parish: BIMMIL  
 County: AUCKLAND

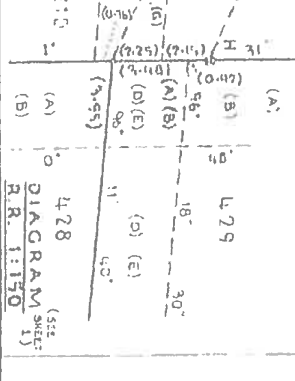
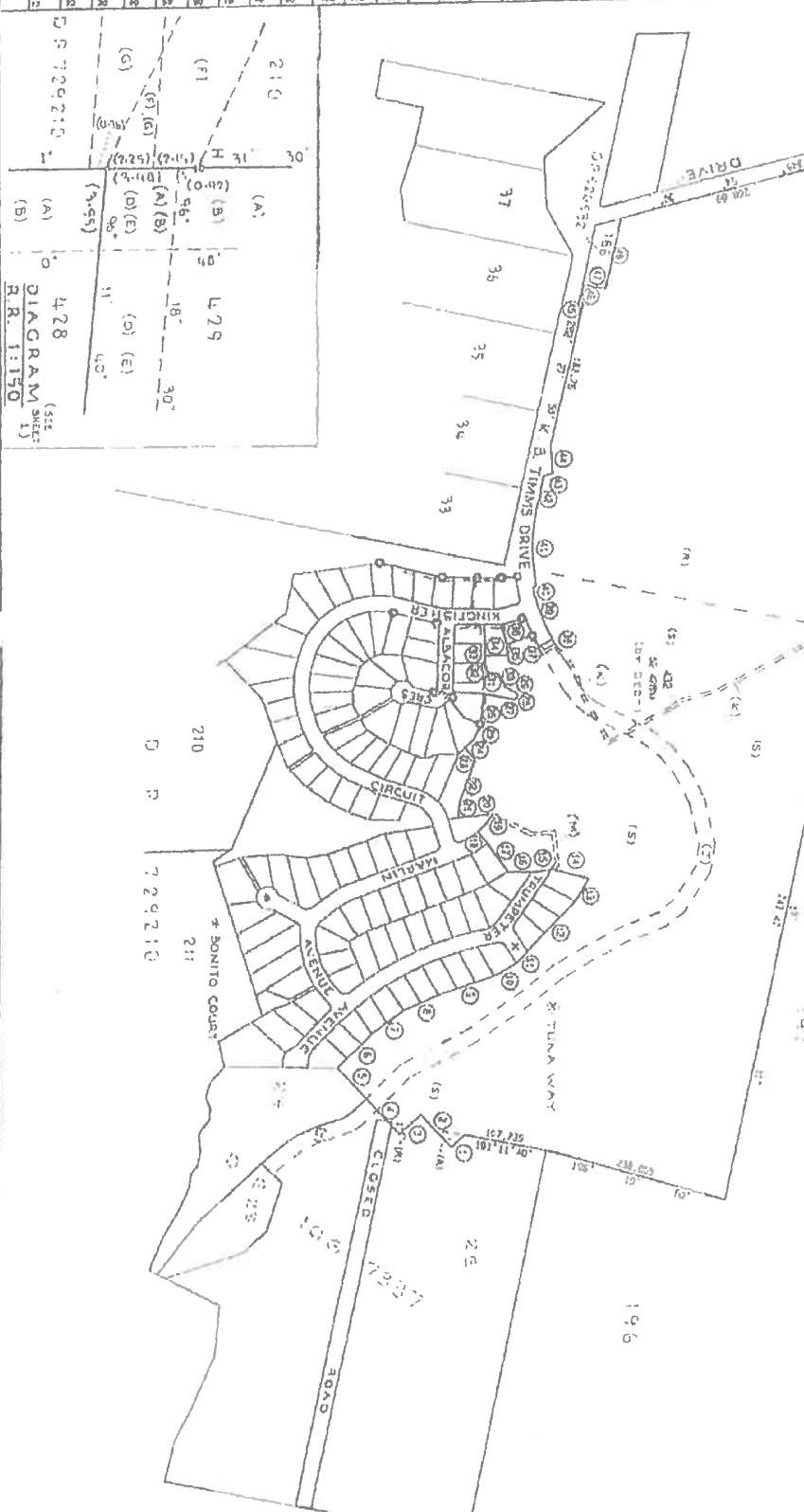
NOTE: FOR USE ONLY by estate's of intention to create a public road, to cross public reserves, or to create a public road, to cross public reserves, it is intended to dedicate LOT 431 AS PUBLIC RESERVE.  
 PURSUANT TO SEC 88(2) OF THE CONVEYANCING ACT AS AMENDED IT IS INTENDED TO CREATE:  
 1 (A) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH  
 2 (B) EASEMENT TO DRAIN WATER VARIABLE WIDTH  
 3 (C) RESTRICTION ON USE OF LAND

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- J. RIGHT OF CARRIAGEWAY 20 WIDE (DP1039424)
- K. EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 4 WIDE (DP1039424)
- L. EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1064211)
- M. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOR OF THE CROWN - SEE CROWN GRANT(S)
- (S) LAND EXCLUDES MINERALS - SEE SECTION 171 CROWN LANDS ACT 1989

| SHORT LINE TABLE |            | NO. |       | AREA |            | PERCENTAGE |        | TOTAL AREA |      |
|------------------|------------|-----|-------|------|------------|------------|--------|------------|------|
| NO.              | AREA       | NO. | AREA  | NO.  | AREA       | NO.        | AREA   | NO.        | AREA |
| 1                | 227.32 40' | 22  | 75.76 | 23   | 275.27 40' | 24         | 21.94  |            |      |
| 2                | 227.10 20' | 27  | 36.47 | 24   | 275.27 40' | 25         | 33.33  |            |      |
| 3                | 137.10 20' | 36  | 62.95 | 25   | 107.34 10' | 26         | 41.26  |            |      |
| 4                | 227.10 20' | 45  | 54.40 | 26   | 250.59 10' | 27         | 15.85  |            |      |
| 5                | 314.32 20' | 54  | 61.07 | 27   | 242.52 20' | 28         | 15.85  |            |      |
| 6                | 333.33 20' | 61  | 80.36 | 28   | 183.70 20' | 29         | 14.85  |            |      |
| 7                | 336.36 10' | 68  | 48.57 | 29   | 247.22 20' | 30         | 7.22   |            |      |
| 8                | 345.09 30' | 74  | 64    | 30   | 271.17 10' | 31         | 9.84   |            |      |
| 9                | 351.02 10' | 82  | 88    | 31   | 359.19 30' | 32         | 28.34  |            |      |
| 10               | 352.03 30' | 88  | 85    | 32   | 329.05 30' | 33         | 14.17  |            |      |
| 11               | 352.38 10' | 97  | 85    | 33   | 342.51 50' | 34         | 35.4   |            |      |
| 12               | 352.38 10' | 107 | 85    | 34   | 350.05 30' | 35         | 16.05  |            |      |
| 13               | 352.07 40' | 116 | 85    | 35   | 350.24 30' | 36         | 71.95  |            |      |
| 14               | 134.42 30' | 124 | 85    | 36   | 249.01 30' | 37         | 29.23  |            |      |
| 15               | 113.25 30' | 132 | 85    | 37   | 342.14 50' | 38         | 29.23  |            |      |
| 16               | 181.40 30' | 140 | 85    | 38   | 346.20 50' | 39         |        |            |      |
| 17               | 242.09 40' | 148 | 85    | 39   | 249.01 30' | 40         | 100.57 |            |      |
| 18               | 242.09 40' | 156 | 85    | 40   | 207.04 10' | 41         | 101.36 |            |      |
| 19               | 314.14 20' | 164 | 85    | 41   | 207.04 10' | 42         |        |            |      |
| 20               | 174.30 40' | 172 | 85    | 42   | 345.02 20' | 43         | 11.5   |            |      |
| 21               | 174.30 40' | 180 | 85    | 43   | 282.27 50' | 44         | 27.615 |            |      |
| 22               | 250.19 20' | 188 | 85    | 44   | 182.27 50' | 45         | 5      |            |      |
| 23               | 250.19 20' | 196 | 85    | 45   | 127.77 50' | 46         | 24     |            |      |
| 24               | 316.54 30' | 204 | 85    | 46   | 282.13 40' | 47         | 30.175 |            |      |
|                  |            |     |       | 47   |            | 48         | 32.105 |            |      |



Plan Drawing only to appear in this space

EXHIBIT REFERENCE LB304

Registered DP1079132  
 AW 15.03.2005  
 This is a 2 year plan  
 dated 15th SEPTEMBER 2001

Survey reference number DP1079132  
 This plan is a 2 year plan  
 dated 15th SEPTEMBER 2001  
 of 5/11/04



Signature: [Handwritten Name]  
 Director  
 [Handwritten Name]  
 Director

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

Lengths are in metres

Sheet 1 of 4

**DP1079132**

Full Name and Address of Proprietors  
of the Land

Plan of Subdivision of Lot 332 DP 1064211

SUBDN CERT No. 55104.

Eden Waters Pty Limited ACN 083 237 585  
P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

Full Name and Address of Mortgagee of  
the land

National Australia Bank Limited  
GPO Box 1650  
Melbourne VIC 3001

**PART 1.**

1. Identity of easement or restriction firstly  
referred to on the above mentioned plan.

Easement to Drain Sewage variable width

**Lots Burdened**

419  
420  
421  
422  
423  
425  
426  
427  
428  
429  
430  
431  
432

**Lot or Authority Benefited**

Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council

2. Identity of easement or restriction secondly  
referred to in the above mentioned plan

Easement to Drain Water variable width

**Lots Burdened**

419  
420  
421  
423  
425  
426  
427  
428  
429  
431

**Lot or Authority Benefited**

418, 431, 432  
418, 419, 431, 432  
418, 419, 420, 431, 432  
432  
424  
424, 425  
424, 425, 426  
424, 425, 426, 427  
424, 425, 426, 427, 428, 430  
~~418, 432~~

3. Identity of easement or restriction fourthly  
referred to in the above mentioned plan

Restriction on use of land.

**Lots Burdened**

Every Lot except Lots 431 & 432

**Lot or Authority Benefited**

Every Other Lot except 431 & 432

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

Lengths are in metres

Sheet 2 of 4

Plan

Plan of Subdivision of Lot 332 DP 1064211

Full Name and Address of Proprietors  
of the Land

Eden Waters Pty Limited  
P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

Full Name and Address of Mortgagee of  
the land

National Australia Bank Limited  
GPO Box 1650  
Melbourne VIC 3001

DP1079132

**PART 2**

**4. Terms of Restriction on Use of Land thirdly referred to in the above mentioned plan.**

- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
- (b) No building shall be erected on each lot burdened having more than two storeys and having main outer walls less than 7.5 metres from the street frontage and less than 1.52 metres from the side boundaries of the land save that in the case of a corner lot having main outer wall less than 7.5 metres from one street frontage and less than 5 metres from the other street frontage.
- (c) Except with the consent in writing of Eden Waters Pty Limited no building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls built predominantly of brick and/or brick veneer and/or stone and/or masonry blocks and/or glass, provided that the proportion of any other materials shall not exceed 25% of the total area of the external walls excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.
- (d) No building shall be erected on each lot burdened having a living area within the external walls of the building of not less than 120 square metres and the living area of the said building shall be deemed not to include garages, carports, covered and uncovered patios and basements excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 90 square metres.
- (e) No building shall be erected on each lot burdened having a roof of any materials other than concrete, terracotta tiles or Colorbond type metal roofing or such other material as is approved in writing by Eden Waters Pty Limited excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.
- (f) No advertisements shall be painted and/or fixed and/or displayed on any building erected on each lot burdened and no advertisement hoarding or sign shall be erected on any part of each lot burdened save for signs relating to the sale or lease of the lot on which the sign is erected not exceeding 1 square metre and save for signs required by law.
- (g) No building erected on each lot burdened shall be used for any purpose of advertisement or exhibition, except with the express consent in writing of Eden Waters Pty Limited and then only for a period not exceeding 12 months, from the time of completion of the erection of such building.
- (h) No electric wires and/or telephone wires shall be connected to each lot burdened or any building thereon unless such wires shall be carried and/or laid underground within the boundaries of that lot.



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

Lengths are in metres

Sheet 3 of 4

Plan

Plan of Subdivision of Lot 332 DP 1064211

Full Name and Address of Proprietors  
of the Land

Eden Waters Pty Limited  
P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

Full Name and Address of Mortgagee of  
the land

National Australia Bank Limited  
GPO Box 1650  
Melbourne VIC 3001

DP1079132

- (i) No fence shall be erected on the side or rear boundaries of each lot burdened to a height greater than 1.8 metres.
- (j) No fence shall be erected on each lot closer to the street than the line of the wall of the building closest to and facing that street unless the erection of such fence is approved in writing by Eden Waters Pty Limited which approval will not be unreasonably withheld in relation to a substantial quality courtyard type fence. Any fence in existence five (5) years after the date of the grant of building approval for residences on the land shall be deemed to have been approved by Eden Waters Pty Limited.
- (k) No lot burdened shall be used for the storage or depositing of building or other material except immediately prior to or during building operations on such land.
- (l) Except with the written consent of Eden Waters Pty Limited once construction of a building is commenced on any lot burdened no building shall take longer than 18 months from such date of commencement to be completed.
- (m) Except with the written consent of Eden Waters Pty Limited no carport or garage shall be erected on any part of each lot burdened unless it shall be of similar materials to that used in the main building including the roofing and outer walls or structure and such carport or garage shall comply with the distances referred to in clause (b) hereof.
- (n) The registered proprietor of each lot burdened shall not leave or permit to be left on the lot any motor vehicle, caravan or trailer which is unregistered under the provisions of the Motor Traffic Act (as amended) or Transport Act (as amended) or under any other Act which requires the registration of vehicles unless any such motor vehicle, caravan or trailer is garaged.
- (o) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Eden Waters Pty Limited without the consent of Eden Waters Pty Limited but such consent shall not be withheld if such fence is erected without expense to Eden Waters Pty Limited provided that this restriction shall remain in force only during such time as Eden Waters Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan.
- (p) Any release, variation, modification or any consent given pursuant to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (q) Eden Waters Pty Limited reserves the right to appoint by Deed any person or corporation to be empowered to release, vary or modify the aforementioned restrictions.



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

Lengths are in metres

Sheet 4 of 4

Plan

Plan of Subdivision of Lot 332 DP 1064211

Full Name and Address of Proprietors  
of the Land

Eden Waters Pty Limited  
P.O. Box 3019  
Brighton VIC 3186.  
ACN 083 237 585

Full Name and Address of Mortgagee of  
the land

National Australia Bank Limited  
GPO Box 1650  
Melbourne VIC 3001

(r) In these restrictions as to user Eden Waters Pty Limited shall mean Eden Waters Pty Limited  
its successors, nominees or assigns other than purchasers on sale.

"The Plan" shall mean the plan of subdivision to which this instruction relates and upon the  
registration of which these restrictions are created.

(s) The body having the right to release, vary or modify these restrictions is Eden Waters Pty  
Limited (or such person or corporation as it may appoint)

Full Name and Address of Proprietors  
Of the Land

SIGNED SEALED AND DELIVERED by authority  
Of the Board of Directors of Eden Waters Pty Ltd  
ACN 083 237 585



*[Handwritten Signature]*  
Terence H.C. Timms  
Director

*[Handwritten Signature]*  
NICHOLAS TIMMS  
DIRECTOR

SIGNED SEALED AND DELIVERED by the  
NATIONAL AUSTRALIA BANK LIMITED on the  
Of 2004.

)  
)  
).....

Mortgagee under Mortgage No. A1565975  
Signed at Sydney this 5th day of  
January 2005 for National  
Australia Bank Limited ABN 12 004 044 937  
by **Fiona Ferguson** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3831

*[Handwritten Signature]*  
.....  
Manager

*[Handwritten Signature]*  
.....  
Witness/Bank Officer Mandy Sar  
255 George Street, Sydney NSW

DP1079132

REGISTERED / 15.03.2005

Plan Drawing only to appear in this space

APPROVED AND ISSUED ONLY: *[Signature]*



N.S. Rivers  
Director  
Crown Waters  
of Limited Liability Corporation

WATERWAYS (LIMITED LIABILITY CORPORATION)  
SIGNED AND SEALED BY: *[Signature]*  
2013/06/20  
By: **Richard Fitzmaurice** Director  
No. 392 Beach Road

Witness:  
*[Signature]*  
Witness: **Frank Oliver** Chairman  
No. 392 Beach Road

Department of Land and Water Conservation Approval  
I, *[Signature]*, as approving the plan only  
and do not intend to be bound by the conditions of the plan  
except insofar as they may be necessary for the purposes of the  
proposed plan.

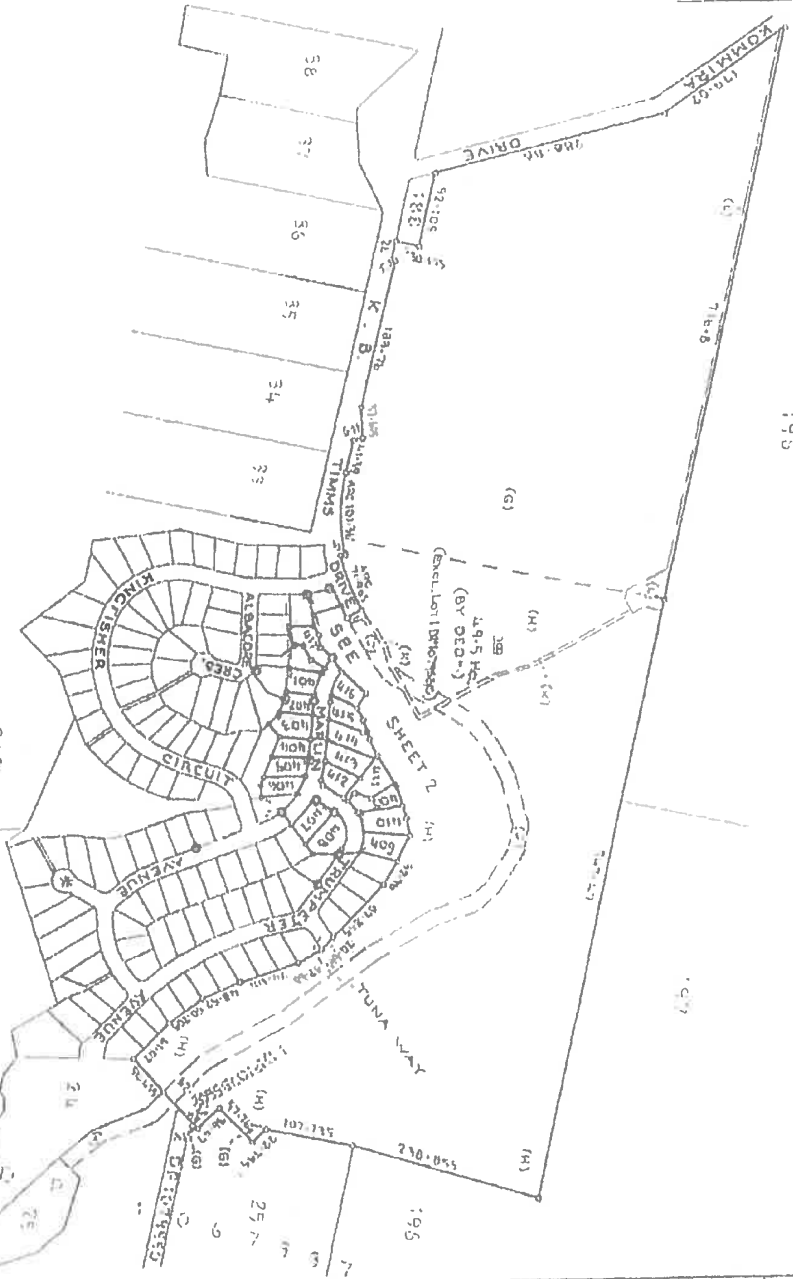
Subdivision Certificate  
I certify that the application of s.109(1) of the Governmental Planning  
and Administration Act 1979 has been satisfied in relation to the  
proposed plan.

Author:  
Name of person to be approved: **Richard Fitzmaurice**  
Address: **392 Beach Road**  
Date of approval: **16.05.2013**  
Subdivision Certificate No.: **2013/05**  
Authorisation:  
Name of person to be approved: **Richard Fitzmaurice**  
Address: **392 Beach Road**  
Date of approval: **16.05.2013**  
Subdivision Certificate No.: **2013/05**

- 1 - RIGHT OF CARRIAGEWAY 20 WIDE (DP 1039424)
- 2 - EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 10 WIDE AND VARIABLE WIDTH (DP 1039424)
- 3 - EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 10 WIDE AND VARIABLE WIDTH (DP 1039424)
- 4 - RIGHT OF CARRIAGEWAY 20 WIDE (DP 1008709)

- (G) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANTS)
- (H) LAND EXCLUDES MINERALS - SEE SECTION 171 OF THE CROWN LANDS ACT, 1989

AREA OF ROADS 6,075 m<sup>2</sup>



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DP1081599

AW 23.06.2005

TORRENS

SUBDIVISION

RT292-3, PARISH(9)

DP1064203

DP1079132

PLAN OF SUBDIVISION OF LOT 152 DP 1079132 AND EASEMENT TO DRAIN WATER VARIABLE WIDTH OVER LOT 212 DP 1064203

Location: BECA VALLEY

Locality: EDEN

Parish: BIMMIL

County: AUCKLAND

Scale: 1:4,000

Subdivision Certificate No. 2013/05

Author: RICHARD FITZMAURICE

Address: 392 BEACH ROAD

Date of Approval: 16/05/2013

Subdivision Certificate No. 2013/05

Authorisation: RICHARD FITZMAURICE

Address: 392 BEACH ROAD

Date of Approval: 16/05/2013

Subdivision Certificate No. 2013/05

Authorisation: RICHARD FITZMAURICE

Address: 392 BEACH ROAD

Date of Approval: 16/05/2013

Subdivision Certificate No. 2013/05

Authorisation: RICHARD FITZMAURICE

Address: 392 BEACH ROAD

Date of Approval: 16/05/2013

Subdivision Certificate No. 2013/05

Authorisation: RICHARD FITZMAURICE

Address: 392 BEACH ROAD

Date of Approval: 16/05/2013

Subdivision Certificate No. 2013/05

Authorisation: RICHARD FITZMAURICE

Address: 392 BEACH ROAD

Date of Approval: 16/05/2013

Subdivision Certificate No. 2013/05

Authorisation: RICHARD FITZMAURICE

Address: 392 BEACH ROAD

Date of Approval: 16/05/2013

PLAN FORM 3 (APPROVED FORMS) To be used in conjunction with Plan Form 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

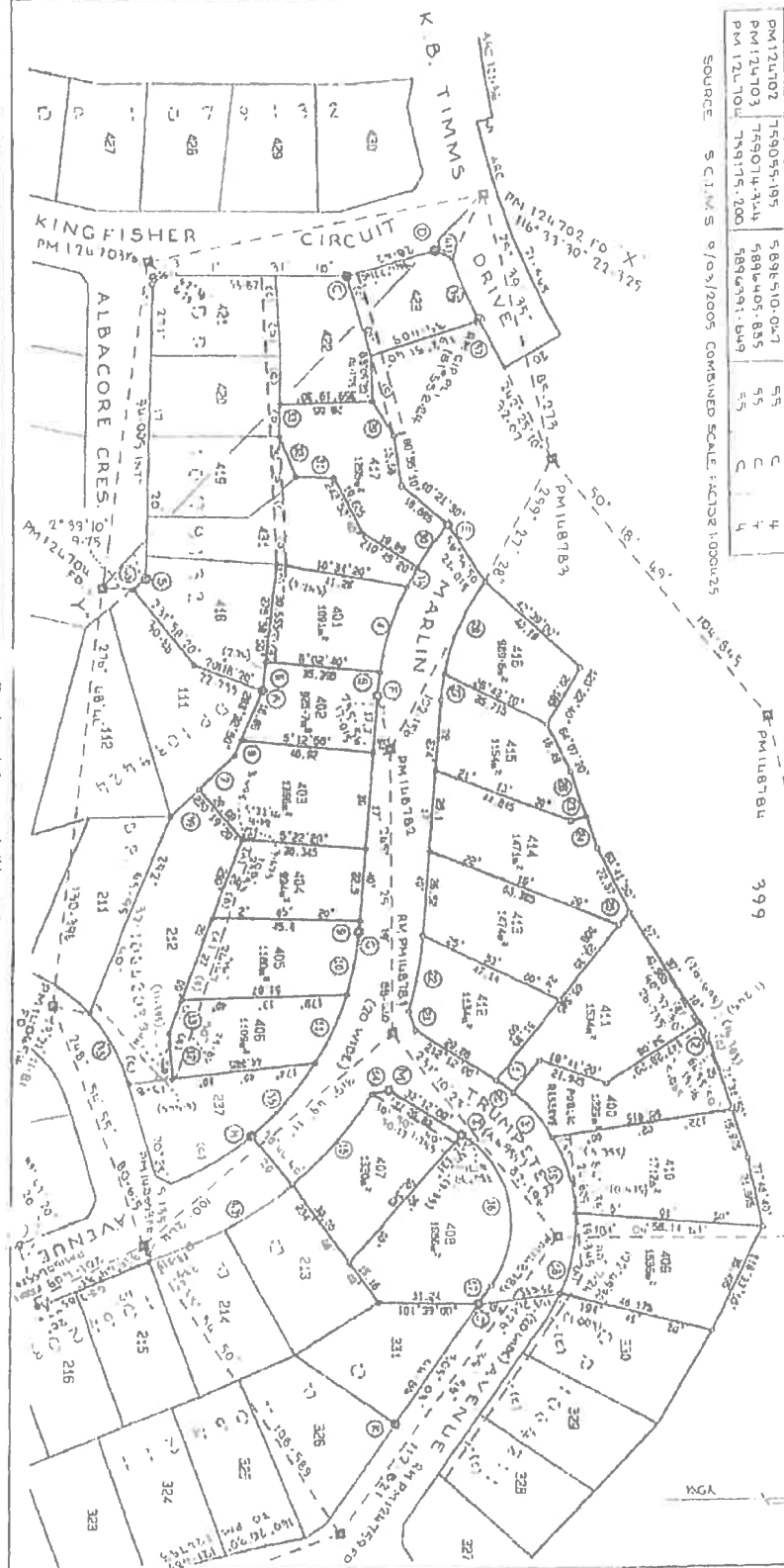
- (A) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (B) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (C) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH VCE DP 1079132
- (D) EASEMENT TO DRAIN WATER VARIABLE WIDTH VCE DP 1079132
- (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH VIDE DP 1064211

SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING      | LENGTH | ARC     | ANGLE   | CHORD  | AREA    | ARC    | CHORD   | AREA   | CHORD   | AREA   | CHORD   | AREA   | CHORD   | AREA   | CHORD   | AREA |
|-----|--------------|--------|---------|---------|--------|---------|--------|---------|--------|---------|--------|---------|--------|---------|--------|---------|------|
| 1   | 120° 34' 00" | 12.00  | 4.15    | 52.30   | 12.00  | 52.30   | 12.00  | 52.30   | 12.00  | 52.30   | 12.00  | 52.30   | 12.00  | 52.30   | 12.00  | 52.30   |      |
| 2   | 57° 57' 10"  | 18.00  | 18.00   | 52.30   | 18.00  | 52.30   | 18.00  | 52.30   | 18.00  | 52.30   | 18.00  | 52.30   | 18.00  | 52.30   | 18.00  | 52.30   |      |
| 3   | 229° 39' 00" | 18.00  | 18.00   | 52.30   | 18.00  | 52.30   | 18.00  | 52.30   | 18.00  | 52.30   | 18.00  | 52.30   | 18.00  | 52.30   | 18.00  | 52.30   |      |
| 4   | 107° 59' 50" | 27.00  | 28      | 90      | 27     | 90      | 27     | 90      | 27     | 90      | 27     | 90      | 27     | 90      | 27     | 90      |      |
| 5   | 96° 39' 00"  | 7.20   | 7.20    | 90      | 7.20   | 90      | 7.20   | 90      | 7.20   | 90      | 7.20   | 90      | 7.20   | 90      | 7.20   | 90      |      |
| 6   | 275° 52' 50" | 8.70   | 8.70    | 90      | 8.70   | 90      | 8.70   | 90      | 8.70   | 90      | 8.70   | 90      | 8.70   | 90      | 8.70   | 90      |      |
| 7   | 318° 54' 30" | 4.50   | 3.42    | 13.025  | 4.50   | 13.025  | 4.50   | 13.025  | 4.50   | 13.025  | 4.50   | 13.025  | 4.50   | 13.025  | 4.50   | 13.025  |      |
| 8   | 34° 17' 40"  | 3.42   | 13.025  | 68.825  | 3.42   | 68.825  | 3.42   | 68.825  | 3.42   | 68.825  | 3.42   | 68.825  | 3.42   | 68.825  | 3.42   | 68.825  |      |
| 9   | 100° 39' 00" | 18.00  | 18.00   | 68.825  | 18.00  | 68.825  | 18.00  | 68.825  | 18.00  | 68.825  | 18.00  | 68.825  | 18.00  | 68.825  | 18.00  | 68.825  |      |
| 10  | 144° 21' 30" | 23.10  | 23.10   | 68.825  | 23.10  | 68.825  | 23.10  | 68.825  | 23.10  | 68.825  | 23.10  | 68.825  | 23.10  | 68.825  | 23.10  | 68.825  |      |
| 11  | 284° 39' 40" | 14.18  | 14.18   | 68.825  | 14.18  | 68.825  | 14.18  | 68.825  | 14.18  | 68.825  | 14.18  | 68.825  | 14.18  | 68.825  | 14.18  | 68.825  |      |
| 12  | 280° 18' 30" | 10.97  | 10.97   | 68.825  | 10.97  | 68.825  | 10.97  | 68.825  | 10.97  | 68.825  | 10.97  | 68.825  | 10.97  | 68.825  | 10.97  | 68.825  |      |
| 13  | 346° 18' 30" | 3.57   | 3.57    | 68.825  | 3.57   | 68.825  | 3.57   | 68.825  | 3.57   | 68.825  | 3.57   | 68.825  | 3.57   | 68.825  | 3.57   | 68.825  |      |
| 14  | 311° 07' 00" | 36.185 | 32.1025 | 109.825 | 36.185 | 109.825 | 36.185 | 109.825 | 36.185 | 109.825 | 36.185 | 109.825 | 36.185 | 109.825 | 36.185 | 109.825 |      |
| 15  | 281° 37' 30" | 47.33  | 53.15   | 149.825 | 47.33  | 149.825 | 47.33  | 149.825 | 47.33  | 149.825 | 47.33  | 149.825 | 47.33  | 149.825 | 47.33  | 149.825 |      |
| 16  | 278° 37' 30" | 18.00  | 18.00   | 180.825 | 18.00  | 180.825 | 18.00  | 180.825 | 18.00  | 180.825 | 18.00  | 180.825 | 18.00  | 180.825 | 18.00  | 180.825 |      |
| 17  | 120° 34' 00" | 12.00  | 4.15    | 192.825 | 12.00  | 192.825 | 12.00  | 192.825 | 12.00  | 192.825 | 12.00  | 192.825 | 12.00  | 192.825 | 12.00  | 192.825 |      |

| MARKET    | EASTING    | NORTHING      | TOTAL CLASS 1 AREA |
|-----------|------------|---------------|--------------------|
| PM 124102 | 759055.195 | 56915.10-04.7 | 5.5                |
| PM 124103 | 749014.444 | 5874405.835   | 5.5                |
| PM 124104 | 749115.200 | 5874491.649   | 5.5                |

SOURCE: SCLIMS 9/10/2005 COMBINED SCALE FACTOR 1.000425



| REFERENCE | MARKS |
|-----------|-------|
| A         | 1075  |
| B         | 1075  |
| C         | 1075  |
| D         | 1075  |
| E         | 1075  |
| F         | 1075  |
| G         | 1075  |
| H         | 1075  |
| I         | 1075  |
| J         | 1075  |
| K         | 1075  |
| L         | 1075  |
| M         | 1075  |
| N         | 1075  |
| O         | 1075  |
| P         | 1075  |
| Q         | 1075  |
| R         | 1075  |
| S         | 1075  |
| T         | 1075  |
| U         | 1075  |
| V         | 1075  |
| W         | 1075  |
| X         | 1075  |
| Y         | 1075  |
| Z         | 1075  |

Registered DP1081599  
 DP 23, 06, 2005  
 Registered & Approved  
 DP 22ND MAR 2005  
 R. Smith  
 The owner of the land is  
 registered proprietor of the land  
 DP 23, 06, 2005  
 of 6.5. 1005

Drawing only to appear in this space

Standard Reference 5001 A

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

Lengths are in metres (Sheet 1 of 7 Sheets)

Plan:

Plan of Subdivision of Lot 432 in Deposited Plan 1079132 and Easement to Drain Water Variable Width over Lot 212 in Deposited Plan 1064203 in the Parish of Bimmil County of Auckland being the land contained in Folio Identifiers 432/1079132 and 212/1064203 Council Subdivision Certificate No. 31/05

**DP1081599**

**PART 1**

Full name and address of Proprietor of the land:

Eden Waters Pty Ltd  
PO Box 3019  
Brighton VIC 3186  
ACN 083237585

Daniel McPherson Davidson and  
Joy Wendy Davidson  
45 Farm Lane  
Launching Place VIC 3139

Full name and address of Mortgagee of the land:

National Australia Bank Limited  
GPO Box 1650  
Melbourne VIC 3001

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

Easement to Drain Sewage variable width

Lot Burdened

401  
403  
404  
405  
406  
407  
408  
409  
410

Lot or Authority Benefited

Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council



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

Lengths are in metres

(Sheet 2 of 7 Sheets)

Plan:

Plan of Subdivision of Lot 432 in Deposited Plan 1079132 and Easement to Drain Water Variable Width over Lot 212 in Deposited Plan 1064203 in the Parish of Bimnil County of Auckland being the land contained in Folio Identifiers 432/1079132 and 212/1064203 Council Subdivision Certificate No.

**DP1081599**

2. Identity of Easement or Restriction secondly referred to in the abovementioned plan:

Easement to Drain Water variable width

Lots Burdened

401  
404  
405  
406  
212 DP 1064203  
400  
411

Lot or Authority Benefited

402  
403  
403 & 404  
403, 404, 405  
403, 404, 405, 406  
399, 411  
399

3. Identity of Easement or Restriction thirdly referred to in the abovementioned plan:

Restriction on use of land.

Lots Burdened

Every Lot except Lots 399 & 400

Lot or Authority Benefited

Every other Lot except 399 & 400

**PART 1A**

1. Identify of easement to be released and firstly referred to in abovementioned Plan

Easement to Drain Sewage 3 wide DP1064211

Schedule of Lots affected

Lots Burdened

~~Lot 332 in DP 1064211~~  
Lot 432, DP 1079132

Lots Benefited

Bega Valley Shire Council

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

Lengths are in metres

(Sheet 3 of 7 Sheets)

Plan:

Plan of Subdivision of Lot 432 in Deposited Plan 1079132 and Easement to Drain Water Variable Width over Lot 212 in Deposited Plan 1064203 in the Parish of Bimmil County of Auckland being the land contained in Folio Identifiers 432/1079132 and 212/1064203  
Council Subdivision Certificate No.

**DP1081599**

**PART 2**

4. Terms of Restriction on Use of Land thirdly referred to in the above mentioned plan.
- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
  - (b) No building shall be erected on each lot burdened having more than two storeys and having main outer walls less than 7.5 metres from the street frontage and less than 1.52 metres from the side boundaries of the land save than in the case of a corner lot having main outer wall less than 7.5 metres from one street frontage and less than 5 metres from the other street frontage.
  - (c) Except with the consent in writing of Eden Waters Pty Limited no building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls build predominantly of brick and/or brick veneer and/or stone and/or masonry blocks and/or glass, provided that the proportion of any other materials shall not exceed 25% of the total area of the external walls excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.
  - (d) No building shall be erected on each lot burdened having a living area within the external walls of the building of not less than 120 square metres and the living area of the said building shall be deemed not to include garages, carports, covered and uncovered patios and basements excepting that its clause shall not apply to the erection of any garden shed having a floor area of less than 90 square metres.
  - (e) No building shall be erected on each lot burdened having a roof of any materials other than concrete, terracotta tiles or Colorbond type metal roofing or such other materials as is approved in writing by Eden Waters Pty Limited excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.



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

Lengths are in metres

(Sheet 4 of 7 Sheets)

Plan:

Plan of Subdivision of Lot 432 in Deposited Plan 1079132 and Easement to Drain Water Variable Width over Lot 212 in Deposited Plan 1064203 in the Parish of Bimmil County of Auckland being the land contained in Folio Identifiers 432/1079132 and 212/1064203 Council Subdivision Certificate No.

**DP1081599**

- (f) No advertisements shall be painted and/or fixed and/or displayed on any building erected on each lot burdened and no advertisement boarding or sign shall be effected on any part of each lot burdened save for signs relating to the sale or lease of the lot on which the sign is erected not exceeding 1 square metre and save for signs required by law.
- (g) No building erected on each lot burdened shall be used for any purpose of advertisement or exhibition, except with the express consent in writing of Eden Waters Pty Limited and then only for a period not exceeding 12 months, from the time of completion of the erection of such Building.
- (h) No electric wires and/or telephone wires shall be connected to each lot burdened or any building thereon unless such wires shall be carried and/or laid underground within the boundaries of that lot.
- (i) No fence shall be erected on the side or rear boundaries of each lot burdened to a height greater than 1.8 metres.
- (j) No fence shall be erected on each lot closer to the street than the line of the wall of the building closer to and facing that street unless the erection of such fence is approved in writing by Eden Waters Pty Limited which approval will not be unreasonably withheld in relation to a substantial quality courtyard type fence. Any fence in existence five (5) years after the date of the grant of building approval for residences on the land shall be deemed to have been approved by Eden Waters Pty Limited.
- (k) No lot burdened shall be used for the storage or depositing of building or other material except immediately prior to or during building operations on such land.



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

Lengths are in metres

(Sheet 5 of 7 Sheets)

Plan:

Plan of Subdivision of Lot 432 in Deposited Plan 1079132 and Easement to Drain Water Variable Width over Lot 212 in Deposited Plan 1064203 in the Parish of Bimmil County of Auckland being the land contained in Folio Identifiers 432/1079132 and 212/1064203 Council Subdivision Certificate No.

**DP1081599**

- (l) Except with the written consent of Eden Waters Pty Limited once construction of a building is commenced on any lot burdened no building shall take longer than 18 months from such date of commencement to be completed.
- (m) Except with the written consent of Eden Waters Pty Limited no carport or garage shall be erected on any part of each lot burdened unless it shall be of similar materials to that used in the main building including the roofing and outer walls or structure and such carport or garage shall comply with the distances referred to in clause (b) hereof.
- (n) The registered proprietor of each lot burdened shall not leave or permit to be left on the lot any motor vehicle, caravan or trailer which is unregistered under the provisions of the Motor Traffic Act (as amended) or Transport Act (as amended) or under any other Act which requires the registration of vehicles unless any such motor vehicle, caravan or trailer is garaged.
- (o) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Eden Waters Pty Limited without the consent of Eden Waters Pty Limited but such consent shall not be withheld if such fence is erected without expense to Eden Waters Pty Limited provided that this restriction shall remain in force only during such time as Eden Waters Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan.
- (p) Any release, variation, modification or any consent given pursuant to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (q) Eden Waters Pty Limited reserves the right to appoint by Deed any person or corporation to be empowered to release, vary or modify the aforementioned restrictions.





Mortgagee under Mortgage No. AAS65975

Signed at Sydney this 19th day of

April 2005 for National

Australia Bank Limited ABN 12 004 044 937

by **Fiona Ferguson** Its duty

appointed Attorney under Power of Attorney

No. 549 Book 3834

DP1081599

.....  
Manager

.....  
Witness/Bank Officer Mandy Safi  
255 George Street, Sydney NSW

REGISTERED  LW 23.06.2005

*[Handwritten signature]*





PLAN FORM 3 (APPROVED FORMS) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



DIAGRAM "B"  
 REDUCTION RATIO = 1 : 2000

- (E) EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 4 WIDE
- (F) RIGHT OF CARRIAGEWAY 20 WIDE
- (H) RIGHT OF CARRIAGEWAY 20 WIDE ( DP 1008709)
- (L) EASEMENT FOR WATER SUPPLY PURPOSES AND ACCESS 4 WIDE & VARIABLE WIDTH (DP 1039424)

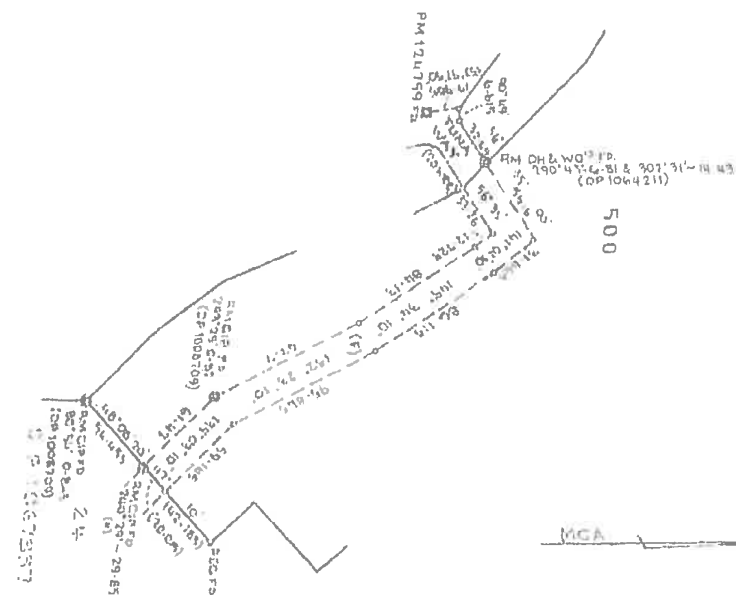


DIAGRAM "A"  
 REDUCTION RATIO : 1 : 2000

Drawing only to appear in this space

EXAMINERS REFERENCE 50441 B

DP1081601

Registered: Aw 29.06.2005

The subject of this plan is a plan  
 dated 22ND MARCH 2005

*C.S. M...*  
 Engineer registered under Shipping Act 2002

This is sheet 3 of plan 3  
 owned by road/other contractor No. 38165  
 of 6.5.2005

*R. Duke*

For any other space it is intended to be used on Plan Form 2

OFFICE USE ONLY

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

Lengths are in metres

(Sheet 1 of <sup>10</sup>9 Sheets)

**DP1081601**

Plan of Subdivision of Lot 399 in Deposited  
Plan ..... in the Parish of Bimml  
County of Auckland being the land contained in  
Folio Identifier 399/..... Council  
Subdivision Certificate No. **3565**

**PART 1**

Full name and address of Proprietor of the land:

Eden Waters Pty Ltd ACN 083 237 585  
PO Box 3019  
Brighton VIC 3186  
ACN 083237585

Kari Ann Esplin  
Mowstone House, 1 KB Timms Drive  
Eden NSW 2551

Terence Henry Charles Timms  
95 Salmon Street  
Port Melbourne VIC 3207

Full name and address of Mortgagee of the land:

National Australia Bank Limited  
GPO Box 1650  
Melbourne VIC 3001

Commonwealth Bank of Australia  
Inlay Street  
Eden NSW 2551

1 Identity of Easement or Restriction firstly  
referred to in the above mentioned plan:

Easement to Drain Sewage variable width

Lot Burdened

500  
501  
502  
503  
504  
505  
506

Lot or Authority Benefited

Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council  
Bega Valley Shire Council

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

Lengths are in metres (Sheet 2 of 5 Sheets)

Plan:

**DP1081601**

Plan of Subdivision of Lot 399 in Deposited Plan ..... in the Parish of Bimmi County of Auckland being the land contained in Folio Identifier 399/ ..... Council Subdivision Certificate No.

|     |                           |
|-----|---------------------------|
| 507 | Bega Valley Shire Council |
| 508 | Bega Valley Shire Council |
| 513 | Bega Valley Shire Council |
| 514 | Bega Valley Shire Council |
| 515 | Bega Valley Shire Council |
| 516 | Bega Valley Shire Council |
| 517 | Bega Valley Shire Council |
| 518 | Bega Valley Shire Council |
| 519 | Bega Valley Shire Council |

2. Identity of Easement or Restriction secondly referred to in the abovementioned plan:

Easement to Drain Water variable width

Lots Burdened

500  
501  
502  
503  
504  
505  
506  
507  
509  
513  
514  
515  
516  
517  
518  
519

Lot or Authority Benefited

Lots 501 – 508 inclusive  
Lots 502 – 508 inclusive  
Lots 503 – 508 inclusive  
Lots 504 – 508 inclusive  
Lots 505 – 508 inclusive  
Lots 506 – 508 inclusive  
Lots 507, 508  
Lot 508  
Lot 510  
Lot 512  
Lots 512, 513  
Lots 512 – 514 inclusive  
Lots 512 – 515 inclusive  
Lots 512 – 516 inclusive  
Lots 500, 519  
Lot 500

3. Identity of Easement or Restriction thirdly referred to in the abovementioned plan:

Restriction on use of land.

Lots Burdened

Every Lot except Lots 500 and 525

Lot or Authority Benefited

Every other Lot except 500 and 525

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

Lengths are in metres (Sheet 3 of <sup>10</sup>9 Sheets)

Plan:

Plan of Subdivision of Lot 399 in Deposited Plan ..... in the Parish of Bimmil County of Auckland being the land contained in Folio Identifier 399/..... Council Subdivision Certificate No. 35/05

**DP1081601**

4. Identity of Easement or Restriction fourthly referred to in the abovementioned plan

Easement for Electricity Purposes 3.8 Wide

Lots Burdened  
500  
524

Lot or Authority Benefited  
Country Energy  
Country Energy

5. Identity of Easement or Restriction fifthly referred to in the abovementioned plan

Easement for Water Supply Purposes and Access 4 wide

Lots Burdened  
Lot 500

Lot or Authority Benefited  
Bega Valley Shire Council

6. Identity of Easement or Restriction sixthly referred to in the abovementioned plan

Right of Carriageway <sup>20</sup>25 Wide

Lots Burdened  
Lot 500

Lot or Authority Benefited  
Lot 23 in DP 1067337  
Lot 24 in DP 1067337  
Lot 25 in DP 1067337

**PART 1A**

1. Identify of easement or Restriction to be released and firstly referred to in the abovementioned Plan

Right of Carriageway 20 Wide (Deposited Plan 1039424)

Lots Burdened  
Lot 399 ✓

Lot or Authority Benefited  
Lot 23 in DP 1067337  
Lot 24 in DP 1067337  
Lot 25 in DP 1067337

DP 1081599

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

Lengths are in metres

(Sheet 4 of 9 Sheets)

Plan:

Plan of Subdivision of Lot 399 in Deposited Plan ... in the Parish of Bimmil County of Auckland being the land contained in Folio Identifier 399/ ... Council Subdivision Certificate No.

**DP1081601**

2. Identify of easement or Restriction to be released and secondly referred to in the abovementioned Plan

Easement for Water Supply Purposes and Access 4 Wide (Deposited Plan 1039424)

Lots Burdened  
Lot 399 in DP

Lots or Authority Benefited  
Bega Valley Shire Council

**PART 2**

1. Terms of Restriction on Use of Land thirdly referred to in the above mentioned plan.
- (a) No more than one main building, shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
- (b) No building shall be erected on each lot burdened having more than two storeys and having main outer walls less than 7.5 metres from the street frontage and less than 1.52 metres from the side boundaries of the land save that in the case of a corner lot having main outer wall less than 7.5 metres from one street frontage and less than 5 metres from the other street frontage.
- (c) No dwelling shall be erected or permitted to remain on any lot burdened that is constructed with second hand materials, external roofing materials other than brick, terracotta tiles or colourbonded metal sheeting, external walls or materials other than brick, stone, glass or timber or any combination of the same PROVIDED THAT timber shall not be used in external walls except as infill panels or gables in conjunction with all or any of the other material in this clause referred to PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having the inner frame work of its external walls constructed of timber or other materials with an external brick face or veneer and provided also that as Eden Waters Pty Limited does not wish to discourage the use of certain metal roofing materials and certain texture coated materials for external walls it may approve the use of these on an individual basis.
- (d) No garage or carport shall be erected or permitted to remain on any lot burdened unless:
- (a) it is located under the roof of the dwelling, or
- (b) it is constructed of the same materials, roof pitch and colours as the main dwelling.

665/801  
DP 1081601

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

Lengths are in metres

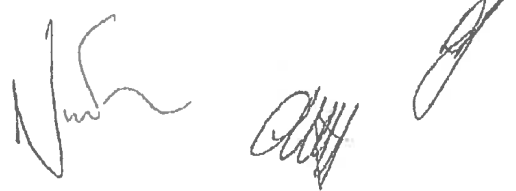
(Sheet 5 of 8 Sheets)

Plan:

Plan of Subdivision of Lot 399 in Deposited Plan ... in the Parish of Bimml County of Auckland being the land contained in Folio Identifier 399/... Council Subdivision Certificate No.

**DP1081601**

- (e) No non-residential structure with a floor area greater than 10 sq metres shall be erected or permitted to remain on any lot burdened, unless it is built of the same materials, form, roof pitch and colours as the main building.
- (f) No dwelling shall be erected on the burdened lot constructed with vertically uninterrupted external brick work greater than 6.1 metres.
- (g) No building shall be erected on each lot burdened having a living area within the external walls of the building of not less than :
  - (i) 220 square metres if it is a single dwelling; or
  - (ii) 150 square metres if it is one of two or more attached or detached dwellingsand the living area of the said building, shall be deemed not to include garages, carports, covered and uncovered patios and basements excepting that this clause shall not apply to the erection of any garden shed having a floor area of less than 9 square metres.
- (h) No "for sale" sign, advertisement, hoarding or similar structure shall be erected or displayed on any vacant lot at any time prior to 31<sup>st</sup> December 2006 where the registered proprietor of any lot is any person or corporation other than Eden Waters Pty Limited unless the registered proprietor has received the written consent of Eden Waters Pty Limited for the sign, advertisement, hoarding or structure.
- (i) No building erected on each lot burdened shall be used for any purpose of advertisement or exhibition, except with the express consent in writing, of Eden Waters Pty. Limited and then only for a period not exceeding 12 months, from the time of completion of the erection of such building.
- (j) No electric wires and/or telephone wires shall be connected to each lot burdened or any building thereon unless such wires shall be carried and/or laid underground within the boundaries of that lot.
- (k) No fence shall be erected on the side or rear boundaries of each lot burdened to a height greater than 1.8 metres and unless it is constructed of colourbonded metal sheeting and otherwise conforms with the Eden Waters Homeowner Building Code.
- (l) No fence shall be erected on each lot closer to the street than the line of the wall of the building closest to and facing that street unless the erection of such fence is approved in writing by Eden Waters Pty Limited which approval will not be unreasonably withheld in relation to a



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

Lengths are in metres

(Sheet 6 of <sup>10</sup> 9 Sheets)

Plan:

Plan of Subdivision of Lot 399 in Deposited Plan ..... in the Parish of Bimil County of Auckland being the land contained in Folio Identifier 399/ ..... Council Subdivision Certificate No.

**DP1081601**

substantial quality courtyard type fence. Any fence in existence five (5) years after the date of the grant of building approval for residences on the land shall be deemed to have been approved by Eden Waters Pty Limited. The issue of Eden Waters giving approval for a fence is not a problem in the short term, however in, say 20 years when a new buyer comes along, it will be difficult to prove that Eden Waters had approved the fence. So the 5 year time-frame is a "deeming provision" to avoid problems down the track.

- (m) No lot burdened shall be used for the storage or depositing of building or other material except immediately prior to or during building operations on such land.
- (n) Except with the written consent of Eden Waters Pty. Limited once construction of a building, is commenced on any lot burdened
  - (i) no building shall take longer than 18 months from such date of commencement to be completed.
  - (ii) no landscaping or associated works shall take longer than 6 months from the date of completion of building works. All landscaping works are to be in accordance with the Eden Waters Homeowner Building Code.
- (o) Except with the written consent of Eden Waters Pty. Limited no carport or garage shall be erected on any part of each lot burdened unless it shall be of similar materials to that used in the main building including the roofing and outer walls or structure and such carport or garage shall comply with the distances referred to in clause (b) hereof.
- (p) The registered proprietor of each lot burdened shall not leave or permit to be left on the lot any motor vehicle, caravan or trailer which is unregistered under the provisions of the Motor Traffic Act (as amended) or Transport Act (as amended) or under any other Act which requires the registration of vehicles unless any such motor vehicle, caravan or trailer is garaged.
  - (i) No motor vehicle or truck weighing over 5 tons (unladen) may be garaged or stored or permitted to remain on any lot burdened.
  - (ii) No trailer, boat or caravan is permitted, may be parked or permitted to remain forward of the front building façade on any lot burdened.
- (q) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Eden Waters Pty. Limited without the consent of Eden Water Pty. Limited but such consent shall not be withheld if such fence is erected without expense to Eden Waters Pty. Limited provided that this restriction shall remain in force only during such time as Eden Waters Pty. Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan.

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

Lengths are in metres (Sheet 7 of <sup>10</sup> 9 Sheets)

Plan: Plan of Subdivision of Lot 399 in Deposited Plan . . . . . in the Parish of Bimil County of Auckland being the land contained in Folio Identifier 399/ . . . . . Council Subdivision Certificate No.

**DP1081601**

- (r) No incinerators are to be located on any lot burdened.
- (s) No grazing animals are to be permitted to remain on any lot burdened.
- (t) Any release, variation, modification or any consent given pursuant to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (u) Eden Waters Pty. Limited reserves the right to appoint by Deed any person or corporation to be empowered to release, vary or modify the aforementioned restrictions.
- (v) In these restrictions as to user Eden Waters Pty. Limited shall mean Eden Waters Pty. Limited its successors, nominees or assigns other then purchasers on sale.

"The Plan" shall mean the plan of subdivision to which this instrument relates and upon the registration of which these restrictions are created.

- (w) The body having the right to release, vary or modify these restrictions is Eden Waters Pty Limited (or such person or corporation as it may appoint).
- (x) No burdened lot may be re-subdivided for the purpose of erecting another or more dwellings or creating a second or multiple parcels of land and no further dwellings may be erected on any lot burdened without the written consent of Eden Waters Pty Limited and any lot burdened is charged by the proprietor for the time being of that lot with the performance of this restriction. The consent of Eden Waters Pty Limited will not be unreasonably withheld if the plans, elevations, schedule of materials, colours and finishes for the proposed dwelling/s substantially conform with all other covenants.

**Name of party empowered to release vary or modify restriction on the use of land second referred to in the Plan:**

Eden Waters Pty Limited for the later of a period of five years from the date of registration of the Plan or while ever it owns a lot in the Plan or a lot in any subdivision of a lot in the Plan.



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

Lengths are in metres

(Sheet 8 of <sup>10</sup> 9 Sheets)

Plan:

Plan of Subdivision of Lot 399 in Deposited Plan in the Parish of Bimml County of Auckland being the land contained in Folio Identifier 399/ Council Subdivision Certificate No.

**DP1081601**

2. Terms of Easement for Electricity Purposes 3.8 Wide fourthly referred to in the abovementioned plan

Terms as specified by Memorandum 3820073 Part A Part B and Part C.

3. Terms of Easement for Water Supply Purposes and Access 4 Wide fifthly referred to in the abovementioned plan

1. The body having the benefit of this easement may :
  - (a) run water in pipes through each lot burdened, but only within the site of this easement, and
  - (b) do anything reasonably necessary for that purpose including :
    - (i) entering the lot burdened, and
    - (ii) taking anything onto the lot burdened, and
    - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment,
  - (c) use the easement for vehicular and pedestrian access to construct, repair and maintain pipes, reservoirs and equipment on adjoining easements for water supply purposes.
  
2. In exercising those powers, the body having the benefit of this easement must :
  - (a) ensure all work is done properly and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and





sheet 10 of 10 sheets.

DP1081601

Mortgage under Mortgage No. AMS 65975  
Signed at Sydney this 19<sup>th</sup> day of  
April 2005 for National  
Australia Bank Limited ABN 12 004 044 937  
by **Fiona Ferguson** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

*[Signature]*  
Manager

Witness/Bank Officer Marcy Saff  
255 George Street, Sydney NSW

Signed at Wollongong this 5<sup>th</sup> day of May  
2005 For Commonwealth  
Bank of Australia A.C.N. 123 123 124 by its  
Duly appointed Attorney under Power of  
Attorney Book 4043 No. 618

Witness

*[Signature]*  
JAMES BOKENHAM  
CRA  
CROWN ST  
WOLLONGONG  
N.S.W.

REGISTERED  LW 29.06.2005

*[Signature]*



(b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979* (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policy (State and Regional Development SEPP – Water Treatment Plants)

Draft State Environmental Planning Policy (Remediation of Land SEPP)

Draft Local Environmental Plan Residential Land Strategy – increase housing diversity planning proposal (affects all land zoned R2 Low Density Residential, R3 Medium Density Residential, RU5 Village, B2 Local Centre and B4 Mixed Use).

(c) The name of each development control plan that applies to the carrying out of development on the land.

Bega Valley Development Control Plan 2013

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:

(a) The identity of the zone

Zone R2 Low Density Residential

(b) The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent

Environmental protection works; Home businesses; Home industries; Home occupations

(c) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent

Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Hostels; Jetties; Neighbourhood shops; Places of public worship; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Water recreation structures; Wharf or boating facilities

(d) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item 2 b) or c)

(a) The identity of the zone

## Zone R5 Large Lot Residential

(b) The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent

Environmental protection works; Extensive agriculture; Home businesses; Home industries; Home occupations

(c) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent

Bee keeping; Cellar door premises; Dwelling houses; Landscaping material supplies; Plant nurseries; Roads; Roadside stalls; Any other development not specified in item 2 b) or d)

(d) The purposes for which the instrument provides that development is prohibited within the zone

Advertising structures; Air transport facilities; Airstrips; Aquaculture; Amusement centres; Attached dwellings; Back packers' accommodation; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Car parks; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Dairies (pasture based); Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Funeral homes; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupation (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Intensive livestock agriculture; Marinas; Moorings; Mooring pens; Mortuaries; Multi dwelling housing; Office premises; Open cut mining; Passenger transport facilities; port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Restricted premises; Retail premises; Rural industries; Rural workers' dwellings; Semi-detached dwellings; Seniors housing; Service stations; Serviced apartments; Sewerage Treatment Plants; Sex services premises; Shop top housing; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recycling facilities; Water reticulation systems; Water treatment facilities; Wharf or boating facilities; Wholesale supplies

(a) The identity of the zone

## Zone C2 Environmental Conservation

(b) The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent

Environmental Protection Works

(c) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent

Boat launching ramps; Boat sheds; Building identification signs; Community facilities; Environmental facilities; Jetties; Roads; Water recreation structures

(d) The purposes for which the instrument provides that development is prohibited within the zone

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 b) or c)

(e) Are there any development standards applying for the land that fix minimum dimensions for the erection of a dwelling house on the land?

There are no development standards applying for the land that fix minimum dimensions for the erection of a dwelling house in the R2 Low Density Residential zone, R3 Medium Density Residential Zone or RU5 Village zone. However, development consent must not be granted to development on a lot for the purposes of dual occupancies in the R2 Low Density Residential zone or RU5 Village zone unless the area of the lot is at least 550 square metres. See Clause 4.1A of the Bega Valley Local Environmental Plan 2013 for details.

Yes 1000sqm. However development consent may be granted to the erection of a dwelling house on an allotment in the R5 large Lot Residential zone that is less than the above dimension if the allotment is of a kind specified in Clauses 4.1B or 4.2A of the Bega Valley Local Environmental Plan 2013. Purchasers are strongly advised to make their own separate enquiries in that respect.

Dwelling houses are prohibited in the C2 Environmental Conservation zone.

(f) Does the land include or comprise critical habitat?

No

(g) Is the land in a conservation area?

No, the land is not in a conservation area.

(h) Is an item of environmental heritage situated on the land?

No, an item of environmental heritage is not situated on the land.

### **3 Complying development**

Is the land, land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and*

*Complying Development Codes) 2008? If complying development may 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, what are the reasons why it may not be carried out?*

(a) Housing Code

Yes. Complying development under the General Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(b) Rural Housing Code

Yes. Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(c) Low Rise Housing Diversity Code

Yes. Complying development under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(d) Housing Alterations Code

Yes. Complying development under the Housing Internal Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(e) General Development Code

Yes. Complying development under the General Development Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(f) Commercial and Industrial Alterations Code

Yes. Complying development under the General Commercial and Industrial Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(g) Commercial and Industrial (New Buildings and Additions) Code

Yes. Complying development under the Commercial and Industrial (New Buildings and Alterations) Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(h) Container Recycling Facility Code

Yes. Complying development under the Container Recycling Facility Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(i) Subdivision Code

Yes. Complying development under the Subdivisions Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(j) Demolition Code

Yes. Complying development under the Demolition Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(k) Fire Safety Code

Yes. Complying development under the Fire Safety Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land, provided the land is not excluded under any other provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**4B Annual charges for coastal protection services under *Local Government Act 1993***

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

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

No.

## **5 Mine subsidence**

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

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

## **6 Road widening and road realignment**

Is the land affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the *Roads Act 1993*, or

No

(b) any environmental planning instrument, or

No

(c) any resolution of the council?

No

## **7 Council and other public authority policies on hazard risk restrictions**

(a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of:

(i) land slip

No

(ii) bushfire

No

(iii) tidal inundation

No

(iv) subsidence

No

(v) acid sulphate soils

No

(vi) coastal hazard

No

(vii) any other risk (other than flooding)

No

Note: The fact that the subject land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

(b) Is the land affected by a policy 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:

(i) land slip

No

(ii) bushfire

Yes, the subject land, or part of the subject land, is bushfire prone land. Please make separate enquiries to Council about planning and development controls that may apply to this land under Clause 10.3 of the Environmental Planning and Assessment Act 1979 (NOTE: The Act requires Councils to specify land that is identified as Bushfire Prone Land on Bushfire Prone Land Maps certified by the Commissioner, NSW Rural Fire Service. These maps are available for inspection at Council's Bega Office, Zingel Place, Bega)

(iii) tidal inundation

No

(iv) subsidence

No

(v) acid sulphate soils

No

(vi) coastal hazard

No

(vii) any other risk (other than flooding)

No

Note: The fact that the subject land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

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

(a) Is the land or part of the land within the flood planning area and subject to flood related development controls?

Yes, development of the land is subject to flood related development controls. See Clause 5.21 of the Bega Valley Local Environmental Plan 2013. (However it is strongly recommended that the purchaser make their own enquiries in regard to flooding).

(b) Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

Bega Valley Shire Council currently does not have any flood related development controls for land between the flood planning area and the probable maximum flood.

Note: 'Flood planning area' and 'probable maximum flood' have the same meaning as in the Floodplain Development Manual. 'Floodplain Development Manual' means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

## **8 Land reserved for acquisition**

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*?

No, an environmental planning instrument or proposed environmental planning instrument referred to in clause 1 does not make provision in relation to the acquisition of the land by a public authority.

## **9 Contribution plans**

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

Bega Valley Section 94 & 94A Contribution Plan 2014  
Bega Valley Shire Council Development Servicing Plan for Sewerage February 2013  
Bega Valley Shire Council Development Servicing Plan for Water February 2013

Procedure 4.08.3 'Water and Sewerage Section 64 Charges' applies to all vacant allotments and developed allotments within areas mapped in the current Bega Valley Water Supply and Sewer Development Servicing Plans. You can view this on Council's website at

www.begavalley.nsw.gov.au under the heading Council and Infrastructure. As this lot may be affected by this Procedure, any prospective purchaser is strongly advised to read the document to be fully aware of its implications prior to purchase.

### **9A Biodiversity certified land**

Is the land biodiversity certified land under part 8 of the *Biodiversity Conservation Act 2016*?

No

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**

To the extent that the council has been notified by the Chief Executive of the Office of Environment and Heritage, is the land identified as a biodiversity stewardship site under Part 5 of the *Biodiversity Conservation Act 2016*?

No, the land is not affected by a biodiversity stewardship agreement under Biodiversity Conservation Act 2016, but only to the extent that Council has been notified by the Chief Executive of the Office of Environment and Heritage.

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 the *Biodiversity Conservation Act 2016*.

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

Has Council been notified whether the land contains as set aside area under section 60ZC of the *Local Land Services Act 2013*?

No

### **11 Bush fire prone land**

Is any of the land bush fire prone land (as defined in the *Environmental Planning and Assessment Act 1979*)?

See question 7 (a)(ii) and (b)(ii)

### **12 Property vegetation plans**

Has council been notified whether the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No, Council has not been notified of the existence of a property vegetation plan.

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

Has council been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

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

### **14 Directions under Part 3A**

Is there a direction by the Minister in force under section 75P (2) (c1) of the *Environmental Planning and Assessment Act 1979* 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 *Environmental Planning and Assessment Act 1979* does not have effect?

No, Council is not aware of a direction by the Minister 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 *Environmental Planning and Assessment Act 1979* does not have effect.

### **15 Site compatibility certificates and conditions for seniors housing**

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

Has a current site compatibility certificate (seniors housing), of which the council is aware, been issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land?

No, Council is not aware of a current site compatibility statement being issued.

### **16 Site compatibility certificates for infrastructure, schools or TAFE establishments**

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

No, Council is not aware of a current site compatibility statement being issued

## **17 Site compatibility certificates and conditions for affordable rental housing**

Has a current site compatibility certificate (affordable rental housing), of which the council is aware, been issued under clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land?

No, Council is not aware of a current site compatibility statement being issued

## **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.

No

(2) The date of any subdivision order that applies to the land.

No

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

## **19 Site verification certificates**

Has a current site verification certificate of which the council is aware, been issued under clause Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007 in respect of the land?

No

## **20 Loose-fill asbestos insulation**

Bega Valley Shire Council has been identified as a local government area where some residential homes may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a 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, Council strongly recommends that any potential purchaser obtain advice from a licenced asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the buildings occupants.

Contact NSW Fair Trading for further information.

## 21 Affected building notices and building product rectification orders

- (1) Is there any affected building notice of which Council is aware that is in force in respect of the land?

No, Council is not aware of any affected building notice in force in respect of the land.

- (2) Is there any building product rectification order of which Council is aware that is in force in respect of the land and has not been fully complied with?

No, Council is not aware of any building product rectification order in force in respect of the land.

**Note:**

Affected building notice has the same meaning as Part 4 of the *Building Products (Safety) Act 2017*.

Building product rectification order has the same meaning as Part 4 of the *Building Products (Safety) Act 2017*.

### NOTE:

Note: The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997*:

- (a) Is the land (or part of the land) significantly contaminated land with the meaning of the *Contaminated Land Management Act 1997* at the date of this certificate?

No

- (b) Is the land subject to a management order within the meaning of the *Contaminated Land Management Act 1997* at the date of this certificate?

No

- (c) Is the land the subject of an approved voluntary management proposal with the meaning of the *Contaminated Land Management Act 1997* at the date of this certificate?

No

- (d) Is the land subject to an ongoing maintenance order with the meaning of the *Contaminated Land Management Act 1997* at the date of this certificate?

No

(e) Is the land subject of a site audit statement that has been provided to the Council within the meaning of the *Contaminated Land Management Act 1997* at the date of this certificate?

No

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**CAUTION:**

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referenced in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the *Environmental Planning and Assessment Regulation 2000* and is provided only to the extent that the Council has been notified by the Department of Planning and Environment.

Should any additional information be required, please contact Council's Customer Service and Administration section to obtain the procedure and cost of the relevant development or planning enquiry.



PO Box 492, Bega NSW 2550  
P. (02) 6499 2222  
F. (02) 6499 2200  
E. council@begavalley.nsw.gov.au

ABN. 26 987 935 332  
DX. 4904 Bega

## Planning certificate under Section 10.7(5) Environmental Planning and Assessment Act 1979

**Applicant:** InfoTrack  
DX 578  
SYDNEY NSW 2000

**Certificate No:** 26438                      **Receipt No:** 192483

**Certificate Date:** 01/09/2022                      **Applicant's Ref:** 220387

**Property:** KB Timms Drive EDEN 2551

**Description:** Lot: 285 DP: 1262714                      **Parcel No:** 43070

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In accordance with the requirements of section 10.7(5) of the *Environmental Planning and Assessment Act 1979*, the following prescribed matters relate to the land at the date of this certificate.

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### 1 Is the land affected by Council's preservation of trees or vegetation provisions?

Yes, see Clause 5.6 of the Bega Valley Development Control Plan 2013. Clause 5.6 applies to land zoned RU5, R2, R3, R5, B1, B2, B4, IN1, IN2, SP2, SP3, RE1, RE2, C2, C3 and C4.

### 2 The following development consent has been granted by Council within the previous five years.

Development Applications

None

Complying Developments

None

10.7 (5) certificate

**3 Has any development consent with respect to the subject land been granted by the Minister for Planning?**

No

**4 Does any order under the Heritage Act 1977 affect the land?**

No

**5 Does the subject land contain land that is classified as being steep? That is, it has a gradient of equal or greater than 15% or 7.5°.**

Yes

**6 Does the subject land fall within an extractive industry buffer?**

No

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**CAUTION:**

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referenced in this certificate.

When advice in accordance with Section 10.7(5) of the *Environmental Planning and Assessment Act 1979*, (the Act) is requested the Council is under no obligation to furnish any advice. If advice is provided, Council draws your attention to section 10.7(5) and section 145B of the Act which have the effect that the Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Should any additional information be required, please contact Council's Customer Service and Administration section to obtain the procedure and cost of the relevant development or planning enquiry.



PO Box 492, Bega NSW 2550  
P. (02) 6499 2222  
F. (02) 6499 2200  
E. [council@begavalley.nsw.gov.au](mailto:council@begavalley.nsw.gov.au)

ABN. 26 987 935 332  
DX. 4904 Bega

Your Ref:

Our Ref Folio: Lot: 285 DP: 1262714

Info Track

DX 578

SYDNEY NSW 2001

Dear Sir/Madam,

**Plans requested from Bega Valley Shire Council**

Property: Lot: 285 DP: 1262714

KB Timms Drive EDEN

Owner: Eden Holdings Group Pty Ltd Kp Family Property Pty Ltd

I have enclosed the plans you requested on 29/08/2022 as shown below.

House drainage plan: Not Requested

Council sewer main: Attached

Council water main: Not Requested

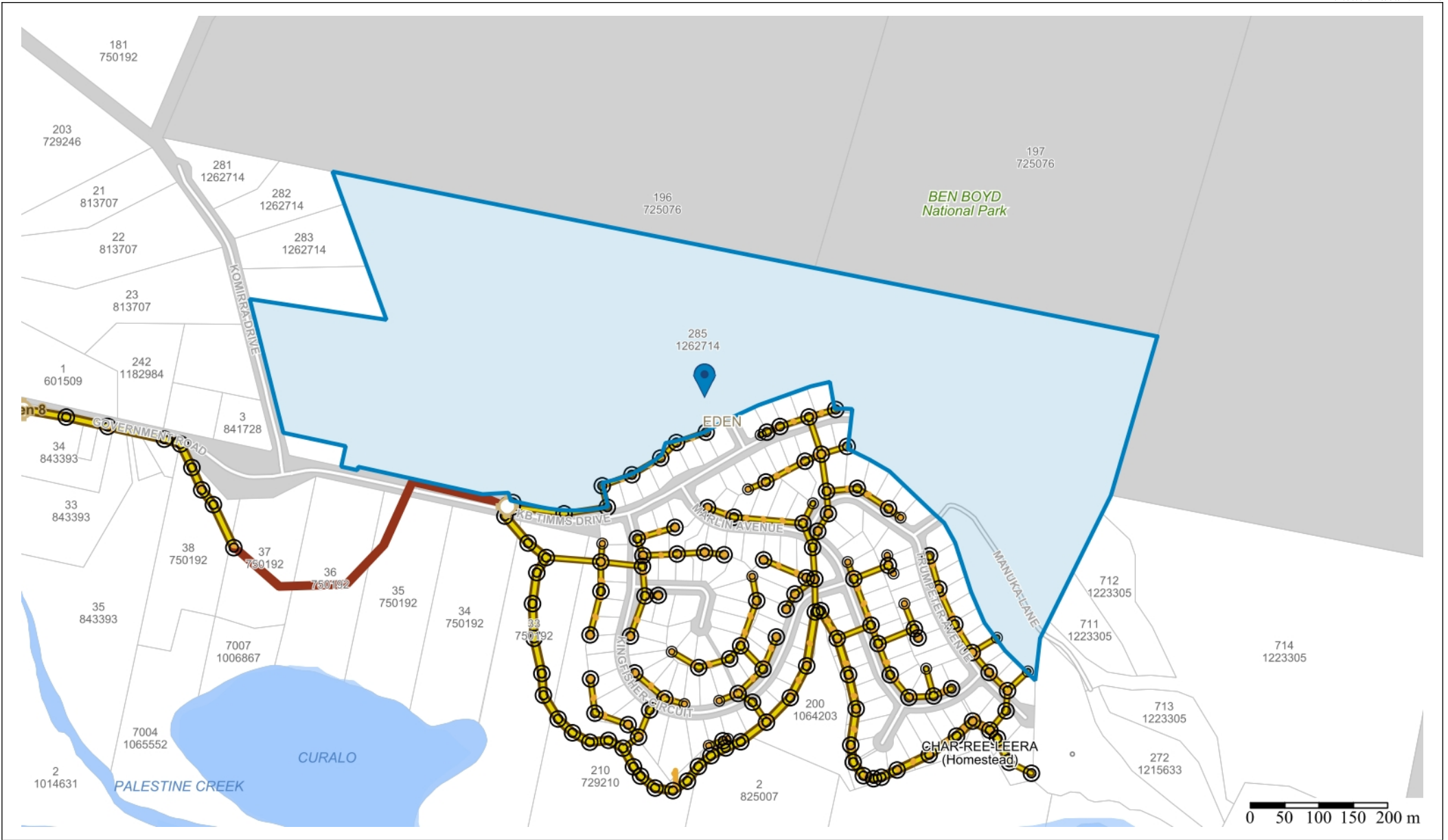
Note:

The plans show approximate positions only. If you need an exact location on private property you will need to arrange a site survey at your own cost.

If you would like further advice or have any questions, please call Bega Valley Shire Council Customer Service on (02) 6499 2222.

Regards

**Customer Service**



Bega Valley Shire Council  
 PO Box 492  
 Administration Centre, Zingel Place  
 BEGA NSW 2550  
 Telephone: 02 6499 2222  
 Fax: 02 6499 2200  
 Email: [council@begavalley.nsw.gov.au](mailto:council@begavalley.nsw.gov.au)

**Important Notice!**

**This map is not a precise survey document. Accurate locations can only be determined by a survey on the ground.**

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Projection:

Date: 8/30/2022

Drawn By: Susy Hale

**Lot: 285 DP: 1262714 KB Timms Drive  
 EDEN 2551**

Map Scale: 1:7500 at A4