

POSITIVE COVENANT

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales

Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE			
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference (optional):	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919		

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE / /
 dd mm yyyy

(G) Execution by the prescribed authority
 I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:	Signature of authorised officer:
Name of witness:	Name of authorised officer:
Address of witness:	Position of authorised officer:

(G) Execution by the registered proprietor
 I certify that the registered proprietor of the land who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:	Signature of registered proprietor:
Name of witness:	
Address of witness:	

(H) Consent of the lessee/mortgagee/chargee
 The lessee / mortgagee / chargee under lease / mortgage / charge No., agrees to be bound by this positive covenant. I certify that the above lessee/mortgagee/chargee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:	Signature of lessee / mortgagee / chargee:
Name of witness:	
Address of witness:	

ANNEXURE “A”

The Owners of Lots *[insert lot nos.]* and common property (“the Owners”) covenant and agree with Woollahra Municipal Council (“the Council”) in respect of the structure erected on the land described as on-site stormwater detention system and pump sump system (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, pumps, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on the plan or plans approved by the Council being Development Application DA *[insert application no.]* and the WORKS-AS-EXECUTED PLAN, Revised Drawing No *[insert stormwater/drainage plan no.]*, dated *[insert date of certification]* (hereinafter called “the system”) as follows:-

The Owners will

- a. permit stormwater to be temporarily detained by the system;
- b. keep the system clean and free of silt rubbish and debris;
- c. maintain renew and repair as reasonably required from time to time the whole or part of the system so that it functions in a safe and efficient manner and in doing so complete the same within the time and in the manner reasonably specified in written notice issued by the Council;
- d. carry out the matters referred to in paragraphs (b) and (c) at the Owners expense;
- e. not make any alterations to the system or elements thereof without prior consent in writing of the Council and not interfere with the system or by its act or omission cause it to be interfered with so that it does not function or operate properly;
- f. permit the Council or its authorised agents from time to time upon giving reasonable notice (but at anytime and without notice in the case of an emergency) to enter and inspect the land with regard to compliance with the requirements of this covenant;
- g. comply with the terms of any written notice issued by Council in respect to the requirements of this clause within the time reasonably stated in the notice;
- h. where the Owner fails to comply with the Owner’s obligations under this covenant, permit the Council or its agents at all times and on reasonable notice at the Owner’s cost to enter the land with equipment, machinery or otherwise to carry out the works required by those obligations;
- i. indemnify the Council against all claims or actions and costs arising from those claims or actions which Council may suffer or incur in respect of the system and caused by an act or omission by the Owners in respect of the Owner’s obligations under this covenant.

Name of authority having the right to release, vary or modify the said covenant:

Woollahra Municipal Council

Signed for & on behalf of

Signed for & on behalf of

.....
Director

.....
Director

.....
Authorised Officer Woollahra Municipal Council