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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	LINDEN WISE PTY LTD of S Phone: (02) 8459 7136	Suite 1302/12 Help Street, Chatswood NSW 2067
depositholder	Linden Wise Pty Ltd of Suite	1302/12 Help Street, Chatswood NSW 2067
vendor	YUANTONG AUSTRALIA P ABN 81 611 485 388	TY LTD
vendor's solicitor		/9 Terminus Street, Castle Hill PO Box 960 Castle Hill NSW email: cg@wbglawyers.com.au Ref: Mr. Con Georgas
date for completion	The day that is 10 business of Doucmentation Notice	days after the day the vendor serves the Essential
land (address,	LOT THE HILLS E	STATE MARAYLYA NSW 2765
plan details and	Unregisteredplan: Lot	in the Draft Deposited Plan
title reference)	Title: Folio identifier 3/1112	·
		subject to existing tenancies
improvements	☐ HOUSE ☐ garage ☐ ☐ none ☐ other: VACAN	carport home unit carspace storage space
attached copies		cuments as marked or numbered:
attached copies	other documents:	amento do manhocied.
A real estate agent is		Il up the items in this box in a sale of residential property.
Inclusions	There are no inclusions	r . P y
exclusions	There are no exclusions	
purchaser		
purchaser's solicitor		
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	(10 % of the phoe, diffess otherwise stated)
contract date		(if not stated, the date this contract was made)
Tax info	ormation (the parties promise	this is correct as far as each party is aware)
Land tax is adjustable	, , p	□ NO
GST: Taxable supply	good in making the together accord	□ NO ☑ yes in full □ yes to an extent
wargin scheme will be 0	used in making the taxable supp	lly □ NO

CERTIFICATE PURSUANT TO SECTION 66W OF THE CONVEYANCING ACT, 1919

1,			
of			
certify a	as follow	/S:	
*1.	I am a	Solicitor currently admitted to practise in New South Wales.	
*1.	I am a	Licensed Conveyancer registered to practice in New South Wales.	
	* delete	e which does not apply	
2.		ving this Certificate in accordance with Section 66W of the Conveyanci ice to the Contract for Sale (to which this Certificate is annexed) of prop	
	LOT	'THE HILLS ESTATE' MARAYLYA NSW 2765	
	Betwee	en: YUANTONG AUSTRALIA PTY LTD ACN 611 485 388	as Vendor
	And:		
	in orde	r that there is no cooling off period in relation to this contract.	as Purchasers
3.	vendor	t act for the vendor and am not employed in the legal practice of a solic nor am I a member or employee of a firm of which a solicitor acting for er or employee.	
4.		explained to the purchaser, if the purchaser is a Corporation, to an offication of a person involved in the management of it's affairs:	er of the
	(i)	the effect of the contract for the purchase of that property;	
	(ii)	the nature of this certificate;	
	(iii)	the effect of giving this certificate to the vendor confirming that there is period in relation to the contract.	s no cooling off
Dated:			

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VE	N	D	ΟF

EXECUTED by YUANTONG AUSTRALIA PTY LTD ACN 611 485 388 in accordance with section 127 of the Corporations Act 2001 (Cth)	
Wenbo Zhao Sole Director and Secretary	
PURCHASER	
EXECUTED by the purchaser in the presence of:	
Signature of witness	Signature of purchaser
Name of witness	
Address of witness	Signature of purchaser
EXECUTED by the purchaser in accordance with	
section 127 of the Corporations Act 2001 (Cth)	
Signature	Signature
Director/Secretary	Director/Secretary
Name	Name

S:7356597_6 EAA BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

EXECUTED by the purchaser in accordance with section 127 of the <i>Corporations Act 2001 (Cth)</i>	
Name	
Sole Director and Secretary	
GUARANTOR	
EXECUTED by the guarantor in the presence of:	
Signature of witness	Signature of guarantor
Name of witness	
Address of witness	Signature of guarantor

Choices

Vendor agrees to accept a <i>deposit-b</i> Proposed <i>electronic transaction</i> (c	ond (clause 3) lause 30)	⊠ NO □ no	☐ yes ⊠ YES	
Tax information (the Land tax is adjustable GST: Taxable supply Margin scheme will be used in making This sale is not a taxable supply beca not made in the course or fu by a vendor who is neither re GST-free because the sale i GST-free because the sale i input taxed because the sale	g the taxable supply ause (one or more of rtherance of an ente egistered nor require s the supply of a goi s subdivided farm la	☐ NO ☐ NO ☐ NO if the following may reprise that the ven ed to be registered and concern under and or farm land su	yes yes in full yes yes apply) the sale is dor carries on (s for GST (section section 38-325 pplied for farmin	yes to an extent s: ection 9-5(b)) n 9-5(d)) g under Subdivision 38-0
Purchaser must make an RW paym (residential withholding payment)	ent	NO If the further det contract date, the separate notice w	further ails below are revendor must pr	vendor must provide details) not fully completed at thouse or all these details in the contract date.
RW paymer Frequently the supplier will be entity is liable for GST, for exa	nt (residential with) the vendor. Howeve mple, if the vendor i	er, sometimes furth	ner information w	ill be required as to which
Supplier's name:	Yuantong Australia	Pty Ltd		
Supplier's ABN:	81 611 485 388			
Supplier's business address:	Suite 1302/12 Help	Street, Chatswoo	od NSW 2067	
Supplier's email address:	zhianchen@hotma	il,com		
Supplier's phone number:	02 8459 7136			
Supplier's proportion of RW payment	t: \$			
If more than one supplier, pro-	vide the above detai	ls for each supplie	r.	
Amount purchaser must pay – price	multiplied by the RV	V rate (residential v	withholding rate):	\$
Amount must be paid: ⊠ AT COMP	PLETION 🗌 at anoth	ner time (specify):		
Is any of the consideration not expre	ssed as an amount	in money? 🗌 NO	☐ yes	
If "yes", the GST inclusive ma	rket value of the nor	n-monetary consid	eration: \$	
Other details (including those require	ed by regulation or th	ne ATO forms):		
The PRN for Yuantong Australia Pty	Ltd is 2 81611 485	388 5560.		

List of Documents

General	Strata or community title (clause 23 of the contract)
1 property certificate for the land	32 property certificate for strata common property
□ 2 plan of the land □ 2 plan of the land □ 3 plan of the land □ 4 plan of	33 plan creating strata common property
	34 strata by-laws
	35 strata development contract or statement
5 document that is to be lodged with a relevant plan	36 strata management statement
6 section 10.7(2) planning certificate under	37 strata renewal proposal
Environmental Planning and Assessment Act	38 strata renewal plan
1979 7 additional information included in that certificate	39 leasehold strata - lease of lot and common
under section 10.7(5)	property
■ 8 sewerage infrastructure location diagram (service	40 property certificate for neighbourhood property
location diagram)	☐ 41 plan creating neighbourhood property ☐ 42 neighbourhood development contract
9 sewer lines location diagram (sewerage service	42 heighbourhood development contract 43 neighbourhood management statement
diagram)	45 heighbourhood management statement 44 property certificate for precinct property
☐ 10 document that created or may have created an	44 property certificate for precinct property 45 plan creating precinct property
easement, profit à prendre, restriction on use or	46 precinct development contract
positive covenant disclosed in this contract	47 precinct management statement
11 planning agreement	48 property certificate for community property
12 section 88G certificate (positive covenant)	49 plan creating community property
13 survey report	50 community development contract
14 building information certificate or building	51 community management statement
certificate given under legislation	52 document disclosing a change of by-laws
☐ 15 lease (with every relevant memorandum or	53 document disclosing a change in a development
variation)	or management contract or statement
☐ 16 other document relevant to tenancies	54 document disclosing a change in boundaries
17 licence benefiting the land	55 information certificate under Strata Schemes
☐ 18 old system document	Management Act 2015
19 Crown purchase statement of account	☐ 56 information certificate under Community Land
20 building management statement	Management Act 1989
21 form of requisitions	57 document relevant to off-the-plan sale
22 clearance certificate	Other
23 land tax certificate	□ 58
Home Building Act 1989	
24 insurance certificate	
25 brochure or warning	
26 evidence of alternative indemnity cover	
Swimming Pools Act 1992	
27 certificate of compliance	
28 evidence of registration	
29 relevant occupation certificate	
30 certificate of non-compliance	
☐ 31 detailed reasons of non-compliance	
HOLDER OF STRATA OR COMMUNITY TITLE RECORDS	S – Name, address, email address and telephone number
The state of the s	, add. 555, 5ali addi 555 alia tolopholic lidilibel

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the Home Building Act 1989). In particular, a purchaser should:

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office NSW Fair Trading

Council NSW Public Works Advisory

County Council Office of Environment and Heritage

Department of Planning and Environment Owner of adjoining land

Department of Primary Industries Privacy

East Australian Pipeline Limited Roads and Maritime Services

Electricity and gas Subsidence Advisory NSW
Land & Housing Corporation Telecommunications

Local Land Services Transport for NSW

NSW Department of Education Water, sewerage of drainage authority

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

- 3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
- 4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- 6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
- 7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
- 8. The purchaser should arrange insurance as appropriate.
- 9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
- 10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
- 11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
- 12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

Definitions (a term in italics is a defined term)

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

adjustment date the earlier of the giving of possession to the purchaser or completion;

the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank

bank, a building society or a credit union;

any day except a bank or public holiday throughout NSW or a Saturday or Sunday; business day

a cheque that is not postdated or stale; cheque

a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that clearance certificate

covers one or more days falling within the period from and including the contract

date to completion;

deposit-bond a deposit bond or guarantee from an issuer, with an expiry date and for an amount

each approved by the vendor;

vendor's agent (or if no vendor's agent is named in this contract, the vendor's depositholder

solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent);

document relevant to the title or the passing of title; document of title

the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as FRCGW percentage

at 1 July 2017);

GST Act A New Tax System (Goods and Services Tax) Act 1999

the rate mentioned in s4 of A New Tax System (Goods and Services Tax GST rate

Imposition - General) Act 1999 (10% as at 1 July 2000);

an Act or a by-law, ordinance, regulation or rule made under an Act; legislation

subject to any other provision of this contract, normally party

each of the vendor and the purchaser; the land, the improvements, all fixtures and the inclusions, but not the exclusions; property

planning agreement a valid voluntary agreement within the meaning of s7.4 of the Environmental

Planning and Assessment Act 1979 entered into in relation to the property;

an objection, question or requisition (but the term does not include a claim); reauisition the lesser of the FRCGW percentage of the price (inclusive of GST, if any) and the remittance amount

amount specified in a variation served by a party;

rescind this contract from the beginning; rescind

a payment which the purchaser must make under s14-250 of Schedule 1 to the TA RW payment

Act (the price multiplied by the RW rate);

RW rate the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as

at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);

serve in writing on the other party;

an unendorsed cheque made payable to the person to be paid and settlement cheque

Issued by a bank and drawn on itself; or

rif authorised in writing by the vendor or the vendor's solicitor, some other

cheaue:

in relation to a party, the party's solicitor or licensed conveyancer named in this solicitor contract or in a notice served by the party;

TA Act Taxation Administration Act 1953; terminate this contract for breach; terminate

a variation made under s14-235 of Schedule 1 to the TA Act; variation within in relation to a period, at any time before or during the period; and

work order a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the property or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or

clause 18B of the Swimming Pools Regulation 2008).

Deposit and other payments before completion 2

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential. 2.2
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a cheque to the depositholder or to the vendor, vendor's agent or vendor's solicitor for sending to the depositholder.
- If any of the deposit is not paid on time or a cheque for any of the deposit is not honoured on presentation. 2.5 the vendor can terminate. This right to terminate is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance. 2.7

- If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor 2.8 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.
- If each party tells the depositholder that the deposit is to be invested, the depositholder is to invest the 2.9 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.

Deposit-bond

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

Transfer

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

5

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

Error or misdescription 6

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

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion --

- 7.1 the vendor can rescind if in the case of claims that are not claims for delay
 - 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
 - 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;
 - the amount held is to be invested in accordance with clause 2.9; 7.2.2
 - the claims must be finalised by an arbitrator appointed by the parties or, if an appointment is not 7.2.3 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);
 - the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and 7.2.4 the costs of the purchaser:
 - net interest on the amount held must be paid to the parties in the same proportion as the amount 7.2.5 held is paid; and
 - if the parties do not appoint an arbitrator and neither party requests the President to appoint an 7.2.6 arbitrator within 3 months after completion, the claims lapse and the amount belongs to the vendor.

Vendor's rights and obligations

- 8.1 The vendor can rescind if
 - the vendor is, on reasonable grounds, unable or unwilling to comply with a requisition; 8.1.1
 - 8.1.2 the vendor serves a notice of intention to rescind that specifies the requisition and those grounds; and
 - the purchaser does not serve a notice waiving the requisition within 14 days after that service. 8.1.3
- If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the 8.2 purchaser can *terminate* by *serving* a notice. After the *termination* – 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this
 - contract:
 - the purchaser can sue the vendor to recover damages for breach of contract; and 8.2.2
 - if the purchaser has been in possession a party can claim for a reasonable adjustment. 8.2.3

Purchaser's default 9

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

- 9.1 keep or recover the deposit (to) a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause -
 - 921 for 12 months after the termination; or
 - if the vendor commences proceedings under this clause within 12 months, until those 9.2.2 proceedings are concluded; and
- sue the purchaser either -9.3
 - where the vendor has resold the property under a contract made within 12 months after the 9.3.1 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
 - to recover damages for breach of contract. 9.3.2

10 Restrictions on rights of purchaser

- The purchaser cannot make a claim or requisition or rescind or terminate in respect of -10.1
 - the ownership or location of any fence as defined in the Dividing Fences Act 1991; 10.1.1
 - a service for the property being a joint service or passing through another property, or any 10.1.2 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;
 - any change in the property due to fair wear and tear before completion; 10.1.4

- 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
- 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
 - any certificate that can be given in respect of the property under egislation; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice of order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 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
 - 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;
 - the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 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
 - 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
 - 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

- the purchaser must pay the vendor on completion in addition to the price an amount calculated 13.7.2 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.
- If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the 13.8 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
 - the margin scheme applies to the property (or any part of the property). 13.8.2
- If this contract says this sale is a taxable supply to an extent -13.9
 - clause 13.7.1 does not apply to any part of the property which is identified as being a taxable 13.9.1
 - the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the 13.9.2 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.
- Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply 13.10 by the vendor by or under this contract.
- The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable 13.11
- If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before 13.12 completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- If the purchaser must make an RW payment the purchaser must -13.13
 - naser must make an *RW payment* the purchaser must at least 5 days before the date for completion, serve evidence of submission of an *RW payment*. notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
 - produce on completion a settlement cheque for the RW payment payable to the Deputy 13.13.2 Commissioner of Taxation:
 - forward the settlement cheque to the payee immediately after completion; and 13.13.3
 - serve evidence of receipt of payment of the RW payment. 13.13.4

14 Adjustments

- Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and 14.1 drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the adjustment date after which the purchase will be entitled and liable.
- The parties must make any necessary adjustment on completion. 14.2
- If an amount that is adjustable under this contract has been reduced under legislation, the parties must on 14.3 completion adjust the reduced amount.
- The parties must not adjust succharge land tax (as defined in the Land Tax Act 1956) but must adjust any 14.4 other land tax for the year current at the adjustment date
 - only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in little) and this contract says that land tax is adjustable;
 - by adjusting the amount that would have been payable if at the start of the year -14.4.2
 - the person who owned the land owned no other land;
 - the and 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.
- If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the 14.5 parties must adjust it on a proportional area basis.
- Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an 14.6 amount adjustable under this contract and if so -
 - 14.6.1 the amount is to be treated as if it were paid; and
 - the cheque must be forwarded to the payee immediately after completion (by the purchaser if the 14.6.2 cheque relates only to the property or by the vendor in any other case).
- If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the 14.7 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.
- The vendor is liable for any amount recoverable for work started on or before the contract date on the 14.8 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

- On completion the vendor must give the purchaser any document of title that relates only to the property. 16.1
- If on completion the vendor has possession or control of a document of title that relates also to other 16.2 property, the vendor must produce it as and where necessary.
- Normally, on completion the vendor must cause the legal title to the property (being an estate in fee simple) 16.3 to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a party serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or settlement cheque -
 - 16.7.1 the price less any:
 - deposit paid:
 - remittance amount payable;
 - RW payment; and
 - amount payable by the vendor to the purchaser under this contract;

- any other amount payable by the purchaser under this contract.

 If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque. 16.8
- If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the 16.9 vendor an order signed by the purchaser authorising the deposithoder to account to the vendor for the deposit.
- On completion the deposit belongs to the vendor. 16.10

Place for completion

- Normally, the parties must complete at the completion address, which is
 - if a special completion address is stated in this contract that address; or 16.11.1
 - if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would 16.11.2 usually discharge the mortgage at a particular place - that place; or
 - in any other case the vendor's solicitor's address stated in this contract. 16.11.3
- The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must 16.12 pay the purchaser's additional expenses, including any agency or mortgagee fee.
- If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, 16.13 the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- Normally, the vendor must give the purchaser vacant possession of the property on completion. 17.1
- The vendor does not have to give vacant possession if -17.2
 - 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).
- Normally, the purchaser can claim compensation (before or after completion) or rescind if any of the land is 17.3 affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948)."

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the property before completion.
- The purchaser must not before completion -18.2
 - 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.
- The purchaser must until completion -18.3
 - 18.3.1 keep the property in good condition and repair having regard to its condition at the giving of possession; and
 - allow the vendor or the vendor's authorised representative to enter and inspect it at all 18.3.2 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 -
 - the vendor can before completion, without notice, remedy the non-compliance; and

- if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest 18.5.2 at the rate prescribed under s101 Civil Procedure Act 2005.
- If this contract is rescinded or terminated the purchaser must immediately vacate the property. 18.6
- If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable. 18.7

19 Rescission of contract

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

20

- The parties acknowledge that anything stated in this contract to be attached was attached to this contract by 20.1 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.
- An area, bearing or dimension in this contract is only approximate. 20.3
- If a party consists of 2 or more persons, this contract benefits and binds them separately and together. 20.4
- A party's solicitor can receive any amount payable to the party under this contract or direct in writing that it is 20.5 to be paid to another person.
- A document under or relating to this contract is -20.6
 - signed by a party if it is signed by the party or the party's solicitor (apart from a direction under clause 4.3);
 - served if it is served by the party or the party's solicitor, 20.6.2
 - served if it is served on the party's solicitor, even if the party has died or any of them has died; 20.6.3
- 20.6.4 served if it is served in any manner provided in \$170 of the Conveyancing Act 1919;
 20.6.5 served if it is sent by email or fax to the party's solicitor, unless in either case it is not received;
 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 20.6.7 served at the earliest time it is served in it is served more than once.

 An obligation to pay an expense of another party of doing something is an obligation to pay— 20.7 if the party does the thing personally - the reasonable cost of getting someone else to do it; or 20.7.1
 - 20.7.2 if the party pays someone etse to do the thing - the amount paid, to the extent it is reasonable.
- Rights under clauses 11, 13, 14, 17/24, 30 and 31 continue after completion, whether or not other rights 20.8
- The vendor does not promise, legresent or state that the purchaser has any cooling off rights. 20.9
- The vendor does not promise represent or state that any attached survey report is accurate or current. 20.10
- A reference to any legislation (including any percentage or rate specified in legislation) is also a reference to 20.11 any corresponding later legislation.
- 20.12 Each party must do whatever is necessary after completion to carry out the party's obligations under this
- Neither taking possession nor serving a transfer of itself implies acceptance of the property or the title. 20.13
- The details and information provided in this contract (for example, on pages 1 3) are, to the extent of each 20.14 party's knowledge, true, and are part of this contract.
- Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is 20.15 marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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;
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot;
 - 23.2.9 'special expenses', in relation to an owners corporation means its actual, contingent or expected expenses, except to the extent they are
 - normal expenses;
 - · due to fair wear and tear:
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

Adjustments and liability for expenses

- 23.5 The parties must adjust under clause 14(1)
 - 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 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 table for it if it was determined on or before the contract date, even if it is payable by instalments; and
 - 23.6.2 the bufchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of
 - 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if -
 - 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- Notices, certificates and inspections
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

Meetings of the owners corporation

- 23.17 If a general meeting of the owners corporation is convened before completion -
 - 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
 - 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

Qualified title, limited title and old system title 25

- This clause applies only if the land (or part of it) -25.1
 - is under qualified, limited or old system title; or
 - on completion is to be under one of those titles. 25.1.2
- The vendor must serve a proper abstract of title within 7 days after the contract date. 25.2
- 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 25.3 the purchaser before the contract date, the abstract or part is served on the contract date.
- An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or 25.4 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
 - must start with a good root of title (if the good root of title must be at least 30 years old, this 25 5 1 means 30 years old at the contract date);
 - in the case of a leasehold interest, must include an abstract of the lease and any higher lease; 25.5.2
 - normally, need not include a Crown grant; and 25.5.3
 - need not include anything evidenced by the Register kept under the Real Property Act 1900. 25.5.4
- 25.6 In the case of land under old system title
 - in this contract 'transfer' means conveyance; 25.6.1
 - the purchaser does not have to serve the form of transfer until after the vendor has served a 25.6.2 proper abstract of title; and
 - each vendor must give proper covenants for title as regards that vendor's interest. 25.6.3
- 25.7
- In the case of land under limited title but not under qualified title 7.25.7.1 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):
 - clause 25.7.1 does not apply to a document which is the good root of title; and 25.7.2
 - the vendor does not have to provide an abstract if this contract contains a delimitation plan 25.7.3 (whether in registrable form or not). The vendor must give a proper covenant to produce where relevant.
- 25.8
- The vendor does not have to produce or covenant to produce a document that is not in the possession of the 25.9 vendor or a mortgagee.
- If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a 25.10 photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

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

Consent to transfer 27

- This clause applies only if the land (or part of it) cannot be transferred without consent under legislation or a 27.1 planning ağreement.
- The purchaser must properly complete and then serve the purchaser's part of an application for consent to 27.2 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.
- If consent is refused, either party can rescind. 27.4
- If consent is given subject to one or more conditions that will substantially disadvantage a party, then that 27.5 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
 - within 30 days after the application is made, either party can rescind. 27.6.2
- 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.
- If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the 27.8 later of the time and 35 days after creation of a separate folio for the lot.
- The date for completion becomes the later of the date for completion and 14 days after service of the notice 27.9 granting consent to transfer.

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This Conveyancing Transaction is to be conducted as an electronic transaction if -
 - 30.1.1 Ahis contract says that it is a proposed electronic transaction;
 - 30.1.2 the parties otherwise agree that it is to be conducted as an electronic transaction; or
 - 30.1.3 the conveyancing rules require it to be conducted as an electronic transaction.
- 30.2 However, this Conveyancing Transaction is not to be conducted as an electronic transaction
 - 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
 - 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a party serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction*
 - 30.3.1 each party must -
 - · bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;

incurred because this Conveyancing Transaction was to be conducted as an electronic transaction; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this Conveyancing Transaction is to be conducted as an electronic transaction -
 - 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
 - 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as Electronic Workspace and Lodgement Case) have the same meaning which they have in the participation rules;
 - 30.4.3 the parties must conduct the electronic transaction in accordance with the participation rules and the ECNL:
 - a party must pay the fees and charges payable by that party to the ELNO and the Land Registry as a result of this transaction being an electronic transaction;
 - 30.4.5 any communication from one party to another party in the Electronic Workspace made
 - · after the effective date; and
 - before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 Normally, the vendor must within 7 days of the effective date -
 - 30.5.1 create an Electronic Workspace;
 - 30.5.2 populate the Electronic Workspace with title data, the date for completion and, if applicable, mortgagee details; and
 - 30.5.3 invite the purchaser and any discharging mortgagee to the Electronic Workspace.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must
 - 30.6.1 populate the Electronic Workspace with title data;
 - 30.6.2 create and populate an electronic transfer,
 - 30.6.3 populate the Electronic Workspace with the date for completion and a nominated completion time; and
 - 30.6.4 invite the vendor and any incoming mortgage to join the Electronic Workspace.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must
 - 30.7.1 join the Electronic Workspace;
 - 30.7.2 create and populate an electropic transfer,
 - 30.7.3 invite any incoming mortgagee to join the Electronic Workspace; and
 - 30.7.4 populate the Electronic Workspace with a nominated completion time.
- 30.8 If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace
 - 30.8.1 join the Electronic Workspace;
 - 30.8.2 populate the Electronic Workspace with mortgagee details, if applicable; and
 - 30.8.3 invite any discharging mortgagee to join the Electronic Workspace.
- 30.9 To complete the financial settlement schedule in the Electronic Workspace -
 - 30.9.1 the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and
 - 30.9.2 the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.
- 30.10 At least 1 business day before the date for completion, the parties must ensure that -
 - 30.10.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
 - 30.10.2 all certifications required by the ECNL are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the Electronic Workspace -
 - 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the Electronic Workspace; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties*
 - 30.13.1 normally, the parties must choose that financial settlement not occur; however

- if both parties choose that financial settlement is to occur despite such failure and financial 30.13.2 settlement occurs
 - all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgement Case for the electronic transaction shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the certificate of title; and
 - · the vendor shall be taken to have no legal or equitable interest in the property.
- 30.14 A party who holds a certificate of title must act in accordance with any Prescribed Requirement in relation to the certificate of title but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion.
- 30.15 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things
 - holds them on completion in escrow for the benefit of; and 30.15.1
 - must immediately after completion deliver the documents or things to, or as directed by; 30.15.2 the party entitled to them.
- In this clause 30, these terms (in any form) mean -

details of the adjustments to be made to the price under clause 14; adjustment figures the paper duplicate of the folio of the register for the land which exists certificate of title

immediately prior to completion and, if more than one, refers to each such paper

duplicate;

the time of day on the date for completion when the electronic transaction is to completion time

be settled;

conveyancing rules the rules made under s12E of the Real Property Act 1900;

any discharging mortgagee, chargee, covenant chargee or caveator whose discharging mortgagee

> provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to

be transferred to the purchaser,

the Electronic Conveyancing National Law (NSW); **ECNL**

the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract effective date

a dealing as defined in the Real Property Act 1900 which may be created and electronic document

Digitally Signed in an Electronic Workspace;

a transfer of land under the Real Property Act 1900 for the property to be electronic transfer

prepared and Digitally Signed in the Electronic Workspace established for the

purposes of the parties' Conveyancing Transaction;

a Conveyancing Transaction to be conducted for the parties by their legal electronic transaction

representatives as Subscribers using an ELN and in accordance with the ECNL

and the participation rules;

electronically tradeable a land title that is Electronically Tradeable as that term is defined in the

conveyancing rules;

any mortgagee who is to provide finance to the purchaser on the security of the incoming modgagee

property and to enable the purchaser to pay the whole or part of the price;

mortgagee details the details which a party to the electronic transaction must provide about any

discharging mortgagee of the property as at completion;

participation rules

the participation rules as determined by the ENCL;

populate to complete data fields in the Electronic Workspace; and

title data the details of the title to the property made available to the Electronic Workspace

by the Land Registry.

Foreign Resident Capital Gains Withholding 31

31.1 This clause applies only if -

- the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA 31.1.1
- a clearance certificate in respect of every vendor is not attached to this contract. 31 1 2
- 31.2 The purchaser must -
 - 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
 - produce on completion a settlement cheque for the remittance amount payable to the Deputy 31.2.2 Commissioner of Taxation:
 - 31.2.3 forward the settlement cheque to the payee immediately after completion; and

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

THE HILLS ESTATE MARKY VANSON 2165

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ADDITIONAL PROVISIONS

32 AMENDMENT OF PRINTED PROVISIONS

The printed provisions of this contract are amended as follows:

- (a) in the heading of clause 1, "(a term in italics is a defined term") is deleted;
- (b) in **clause 1**, the definition of "party" is amended by inserting after "purchaser", "but not the guarantor";
- (c) in clause 1, the definition of "serve" is replaced with:

"serve in writing on the other party or any other person specified;";

- (d) clause 2.9 is deleted;
- (e) clause 4.1 is replaced with:

"The purchaser must serve the form of transfer within 5 business days after the day on which the vendor serves the Essential Documentation Notice.";

- (f) clause 4.3 is deleted;
- (g) clause 7.1.1 is deleted;
- (h) clause 7.1.3 is replaced with:

"the purchaser does not serve notice waiving the claims within 5 business days after the earlier of the day of that service and the day the vendor serves the Essential Documentation Notice; and";

- (i) in **clause 7.2.2**, "2.9" is replaced with "37.1";
- (j) clause 10.1 line 1 is replaced with:

"The purchaser cannot make a claim or requisition, delay completion or rescind or terminate in respect of-";

- (k) in clauses 10.1.8 and 10.1.9, "substance" is replaced with "existence";
- (I) in clause 13.1, "clause" is replaced with "contract";
- (m) in **clause 13.4.3**, "the" is deleted before "completion" and "date" is deleted after "completion";
- (n) clauses 14.4, 14.5 and 14.7 are deleted;
- (o) **clause 16.5** is amended by inserting "the document must be in registrable form and" after "registration," and by deleting ", plus another 20% of that fee";
- (p) clause 20.6.5 is replaced with:

"served if it is transmitted by fax:

- when the transmission is recorded on the sender's transmission result report unless:
 - (i) within 24 hours of that time the recipient informs and provides evidence to the sender that the transmission was received in an incomplete or illegible form; or
 - (ii) the transmission result report indicates a faulty or incomplete transmission:
- where a party's solicitor is named in this contract, if the document is transmitted using the solicitor's fax number stated in this contract or any other fax number which that solicitor has notified to the sender;
- where a party's solicitor named in this contract has changed, if the
 document is transmitted using that party's new solicitor's fax number as
 notified by that party under clause 70.1;
- where there is no solicitor named in this contract in respect of a party, if the
 document is transmitted using the fax number stated in this contract for
 that party (if any) or any other fax number which that party has notified to
 the sender; and
- on the business day the transmission is received unless it is received after 5pm when the document is taken to have been served at 9.00am on the next business day;";
- (q) clause 20.8 is replaced with:

"The provisions of this contract intended to have application after completion continue to apply despite completion."; and

(r) clauses 3, 16.6, 19.2.3, 24.3, 25, 28 and 29 are deleted.

33 DEFINITIONS AND INTERPRETATION

33.1 In this contract, unless the context clearly indicates otherwise:

Administration Fee means any fee calculated in accordance with the *Foreign Acquisitions* and *Takeovers Fees Imposition Act 2015* in respect of the FIRB Notice.

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority.

Bank Guarantee means a bank guarantee or deposit bond for the deposit, or part of the deposit, issued by an issuer satisfactory to the vendor, in its absolute discretion, and in a form satisfactory to the vendor, in its absolute discretion.

Box Hill Design Guidelines means the guidelines attached the Masterplan Development Consent a copy of which are contained at **Attachment C**.

Consent Authority means the Minister for Planning, any other Minister, the Planning Assessment Commission, a joint regional planning panel, the Council or other public authority having the function to determine the relevant application, as appropriate.

Contact Particulars for a person means the person's address and, if the person has a fax number or email address, that fax number or email address.

Conveyancing Act means the Conveyancing Act 1919 (NSW).

Council means The Hills Shire Council.

Council Voluntary Planning Agreement means the agreement dated 12 March 2015 between the Council and E.J. Cooper & Son Pty. Limited in relation to The Box Hill North Precinct Land.

Deposited Plan means the deposited plan or combination of deposited plans based on the Draft Deposited Plan registered in respect of all or part of the Precinct I.

Deposited Plan Instrument means the instrument based on the Draft Deposited Plan Instrument that is registered with the Deposited Plan.

Development means a subdivision comprising 405 residential lots in three stages together with roads, open space lots, landscape works and residue lot.

Development Activities includes:

- (a) any form of demolition work, excavation work or landscaping work within any part of Precinct I:
- (b) any form of building work or work ancillary to or associated with building work within any part of Precinct I, including the construction or installation of Infrastructure;
- (c) any form of work other than the forms of work referred to in **paragraphs (a)** and **(b)** of this definition that is considered necessary or desirable by the vendor, including carrying out any other works associated with or ancillary to the development and subdivision of any part of Precinct I;
- (d) placing on, erecting on or attaching to any part of Precinct I, temporary structures, scaffolding, building materials, fences, cranes and other machinery and equipment;
- (e) the subdivision and consolidation of land forming any part of Precinct I; and
- (f) the dedication of land forming any part of Precinct I.

Development Consent means a development consent, or if more than one development consent is required, the development consents granted by a Consent Authority that are necessary to carry out the Development.

Draft Deposited Plan means an unregistered deposited plan or a combination of unregistered deposited plans based on or in or substantially in the form of **Attachment A**.

Draft Deposited Plan Instrument means an unregistered instrument setting out terms of any easements, profits à prendre, restrictions on the use of land and positive covenants intended to be created or released pursuant to the Conveyancing Act on registration of the Deposited Plan based on or in or substantially in the form of **Attachment B**.

EJC Box Hill means EJC Box Hill Pty Limited (ACN 602 838 906).

Energy Authority means the Authority referred to in Schedule 4.

Essential Documentation means the Deposited Plan.

Essential Documentation Notice means the notice served by the vendor of the registration of the Essential Documentation.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the regulations made under that Act.

FIRB Approval means the Commonwealth Government's approval under the FIRB Act of the purchaser's proposal to the purchase the property, or other notification by the Commonwealth Government stating that it has no objections to the purchaser's proposal to purchase the property.

FIRB Date means 60 days after the contract date.

FIRB Notice means a notice to the Treasurer in the form prescribed by the FIRB Act of the purchaser's proposal to purchase the property and all information required under the FIRB Act and by the Commonwealth Government in connection with the purchaser's proposal to purchase the property.

FIRB Form means the document, a copy of which is set out in Attachment F.

Foreign Person has the meaning given to it in section 4 of the FIRB Act.

Flow means Flow Systems Operations Pty Ltd (ACN 603106 305 or its related entity or its successor including but not limited to Box Hill Water.

Flow Disclosure the disclosure regarding the services to be provided by Flow set out in Attachment E.

Flow System has the meaning given to it in clause 34.7(a).

Front Page means the cover pages of this contract.

Guaranteed Money means all amounts that, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable or are contingently owing or that 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.

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.

Infrastructure means infrastructure or services to be constructed or installed on the Precinct I, as a condition of the Development Consent, a requirement of an Authority or in any other circumstance.

Interest Rate means 10% per annum.

Interim Order means an order issued by the Treasurer under section 68 of the FIRB Act.

Masterplan Development Consent means the development consent reference 1397/2015/JP which was determined on 9 February 2016.

Occupation Certificate means a certificate referred to in section 109C(1)(c) of the *Environmental Planning and Assessment Act 1979 (NSW)*.

Personal Information has the meaning given to it in the Privacy Act 1988 (Cth).

Purchaser Warranty means each of the warranties given under clause 60.2.

Precinct I means the land comprising 3/11126 and 11/1238469 plus or minus any land as determined at any time by the vendor in the exercise of its absolute discretion.

Property Notifications means entries or notations:

- (a) in or substantially in the form set out in **Schedule 2**;
- (b) arising from the registration of documents referred to in **column 2** of **Schedule 8**; and
- (c) required to be registered by the Consent Authority, the Registrar-General or any other Authority.

Registrar-General has the meaning given to it in section 21 of the *Interpretation Act 1987 (NSW)*.

Replaced Document has the meaning given to it in clause 44.

Replacement Document has the meaning given to it in clause 44.

Replaced Draft Deposited Plan means a Draft Deposited Plan that is a Replaced Document.

Replacement Draft Deposited Plan means the Draft Deposited Plan that is the Replacement Document for the Replaced Draft Deposited Plan.

Replacement Notice has the meaning given to it in clause 44.

Requisitions means the requisitions set out in Attachment E.

Selling and Leasing Activities has the meaning given to it in clause 55.

State Voluntary Planning Agreement means the agreement dated 6 May 2015 between the Minister for Planning (ABN 38 755 709 681) and E.J. Cooper & Son Pty. Limited in relation to The Box Hill North Precinct Land.

Subsequent Transferee has the meaning given to it in clause 32(f).

Substation Premises has the meaning given to it in clause 46.

Sunset Date means the day referred to in Schedule 6 or any day to which that day is extended under clause 40.7(e).

The Box Hill North Precinct Development means the development undertaken by the vendor (in relation to Precinct I) and EJC Box Hill and its related entities in respect of The Box Hill North Precinct Land (other than Precinct I). For the avoidance of doubt, the vendor and EJC Box Hill and its related entities are not undertaking the development of the various parts of The Box Hill North Precinct Land together.

The Box Hill North Precinct Land means the land referred to in Schedule 3.

Voluntary Planning Agreements mean the State Voluntary Planning Agreement and the Council Voluntary Planning Agreement.

Water and Sewerage Authority means the Authority referred to in Schedule 7.

- Each expression appearing on the Front Page under the heading **term** has the meaning given to it on the Front Page under the heading **meaning of term**.
- 33.3 In this contract, unless the context clearly indicates otherwise:
 - (a) a reference to this contract means this contract and any document that varies, supplements, assigns or novates this contract:
 - (b) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
 - an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
 - (d) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
 - (e) **including** and **includes** are not words of limitation;
 - (f) the words at any time mean at any time and from time to time;
 - (g) the word vary includes add to, delete from or cancel;
 - (h) a word that is derived from a defined word has a corresponding meaning;
 - (i) if a party is prevented from making any requisition or claim, delaying completion or rescinding or terminating the contract in connection with a matter disclosed in this contract, this includes any matter contemplated by the matter disclosed in contract;
 - (j) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this contract;
 - a reference to a right or obligation of a party is a reference to a right or obligation of that party under this contract;
 - (I) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
 - (m) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
 - (n) a reference to a company includes its successors and permitted assigns;
 - a reference to a document is a reference to a document of any kind including a
 plan and includes any variation, modification, amendment, supplement or change
 to that document;
 - a reference to an application is a reference to an application of any kind and includes any variation, modification, amendment, supplement or change to that application;

- (q) where this contract refers to a body or authority that no longer exists, unless otherwise prescribed by law, the parties agree to the substitution of a body or authority having substantially the same objects as the named body or authority;
- (r) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;
- (s) a reference to a time is to that time in Sydney;
- (t) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (u) a requirement in this contract to do any thing includes a requirement to ensure that thing is done; and
- (v) the singular includes the plural and vice-versa.
- 33.4 Headings are inserted for convenience and do not affect the interpretation of this contract.
- 33.5 The table of contents of the additional provisions is inserted for convenience and no entry in it or the lack of an entry in it or a mistake in an entry in it affects the interpretation of this contract.
- 33.6 If there is any inconsistency between these additional provisions and **clauses 1** to **31**, these additional provisions prevail.
- 33.7 Any provision of this contract which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this contract nor affect the validity or enforceability of that provision in any other jurisdiction.

34 VENDOR DISCLOSURES

Development Activities

- 34.1 The vendor discloses that:
 - (a) the development of The Box Hill North Precinct Land and Precinct I will be carried out in stages;
 - (b) the vendor is only undertaking the development of Precinct I. EJC Box Hill is responsible for undertaking the balance of the development of The Box Hill North Precinct Land;
 - (c) the vendor may configure lots within Precinct I as it chooses, at its discretion;
 - (d) the vendor may elect at its absolute discretion to delay the construction of a stage or not to construct a stage within Precinct I;
 - (e) some or all of the stages may be sold as vacant land, and the purchasers of that land may carry out Development Activities on the land;

- (f) that the vendor or other parties may carry out Development Activities within Precinct I or nearby land, other than the property, after completion and that the Development Activities may cause noise, dust, vibration, temporary or long term changes to traffic routes and roads, and other disruptions and inconveniences of the types usually associated with construction works and the Development Activities;
- (g) The Box Hill North Precinct Development is intended to comprise predominately residential uses but is a mixed use development;
- (h) dwellings including, but not limited to, detached, semi-detached and attached dwellings and integrated housing will be constructed as part of The Box Hill North Precinct Development, including within Precinct I; and
- (i) the vendor may subdivide the Precinct I by one or more plans of subdivision before registering the Deposited Plan resulting in the creation of title to the property.

The Box Hill North Precinct Master Plan

34.2 The vendor discloses that:

- (a) the vendor, is not the party responsible for developing that part of The Box Hill North Precinct Development not contained within Precinct I, which includes the future town centre and recreational areas:
- (b) the vendor can not provide any warranties as to whether the future town centre or recreational areas are developed.

Design Guidelines

34.3 The vendor discloses that:

- (a) the purchaser's development of the property is required to comply with the Box Hill Design Guidelines; and
- (b) the Council may refuse to grant development consent to the purchaser if the purchaser seeks development consent to construct a dwelling that does not comply with the Box Hill Design Guidelines.
- (c) The purchaser must ensure that the purchaser's development of the property complies with the Box Hill Design Guidelines. The purchaser must not construct any improvement on the property unless that improvement complies with the Box Hill Design Guidelines.

Services

- 34.4 The vendor discloses its arrangements with Authorities providing any service to the Precinct I may not have been concluded at the date of this contract.
- The vendor discloses that it will install either before or after completion any services and infrastructure on land adjoining or near to the property (including verges) required to be

installed by any consent or approval issued by a relevant Consent Authority in connection with Precinct I.

Water and Sewerage Authority

34.6 The vendor discloses and the purchaser is aware that the position of the Water and Sewerage Authority's sewer on the Precinct I at completion may not be as shown in the sewer connection sheet supplied by the Water and Sewerage Authority, a copy of which is attached to this contract, and that a drainage diagram from the Water and Sewerage Authority is not available in the ordinary course of administration.

Flow Systems

- 34.7 The vendor discloses that:
 - (a) at the date of this contact it is intended that Flow will operate and maintain recycled water (excluding drinking water) and sewerage infrastructure within Precinct I (Flow System);
 - (b) if Flow does not operate and maintain the Flow System, recycled water and sewerage services may instead be operated and maintained by Sydney Water or another statutory authority and recycled water may not be provided; and
 - (c) Sydney Water will provide the drinking water to the property.
- 34.8 The purchaser acknowledges and agrees that:
 - (a) it has read the Flow Disclosure before signing this contract;
 - (b) it does not have a legal entitlement to transfer from Flow to another supplier of the services to be provided by Flow; and
 - (c) that it must promptly notify Flow of any future sales of the property and that, if the purchaser does not notify Flow as required, the purchaser will continue to be liable for the services being supplied by Flow to the property until such time as the new owner of the property registers with Flow as its customer.

Easements, etc.

- 34.9 The vendor discloses that:
 - (a) there may be additional easements, profits à prendre, restrictions on use and positive covenants, or entry into leases, substation leases, indemnities and guarantees that may be imposed or required by the Consent Authority or any other Authority or service provider which are not presently disclosed in this contract; and
 - (b) if that is the case, changes may be made to the draft documents attached to this contract in order to meet those requirements.

Change of Interest

34.10 The vendor discloses that the vendor may at any time assign or novate the vendor's interest in this contract.

Voluntary Planning Agreements

- 34.11 The vendor discloses and the purchaser is aware that:
 - (a) an entity related to EJC Box Hill has entered into the Voluntary Planning Agreements;
 - (b) the Voluntary Planning Agreements are, or are intended to be, noted on the folio identifier of the Precinct I and may be noted on the folio identifier of the property at completion; and
 - (c) the purchaser will not be required to comply with any of the obligations set out in the Voluntary Planning Agreements.

Lot references and address of the property

- 34.12 The vendor discloses that:
 - (a) the lot number for the property in the Deposited Plan may be different from the lot number for the property in the Draft Deposited Plan referred to on the Front Page:
 - (b) the number of the lot or lots shown as being subdivided in the Draft Deposited Plan may be different from the number of the lot or lots actually subdivided by the Deposited Plan;
 - (c) the total number of lots shown as being created by the Draft Deposited Plan may be different from the total number of lots actually created by the Deposited Plan;
 - (d) the suburb for the property is not known at the date of this contract and may be different from the suburb referred to on the Front Page; and
 - (e) the street address of the property is not be known at the date of this contract and may not be known before completion.

Consolidation of lots

- 34.13 The vendor discloses and the purchaser is aware that the vendor may, but is not obliged to, consolidate into one lot certain lots in the Deposited Plan.
- 34.14 The purchaser agrees that if the vendor takes the action referred to in clause 34.13:
 - the action may result in differences between the numbering of lots in the Draft Deposited Plan and the numbering of lots in the Deposited Plan; and
 - (b) the action will not detrimentally affect the property to an extent that is substantial.

Subdivision outline

34.15 The vendor discloses and the purchaser is aware that the vendor may, but is not obliged to, procure the registration of one or more deposited plans in connection with the Precinct I before lodging the Deposited Plan for registration.

Purchaser's Acknowledgment

34.16 The purchaser:

- (a) acknowledges each of the disclosures set out in this clause 34;
- (b) agrees the purchaser may not make any claim or requisition or rescind or terminate or delay completion because of any matters referred to or stated in this clause 34:
- (c) must, subject to any specific other rights in this contract, execute all documents, which may include the purchaser's consent as owner of the property, necessary or required by the vendor at its absolute discretion to complete the matters referred to or stated in this **clause 34**; and
- (d) must not object to or attempt to delay or restrain any applications for development approvals referred to or stated in this **clause 34**.

35 PURCHASER'S REPRESENTATIONS AND AGREEMENTS

- 35.1 The purchaser represents and agrees that:
 - (a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract:
 - (b) in entering into this contract the purchaser has relied entirely on:
 - (i) such inspection of the property as is practicable at the contract date; and
 - (ii) enquiries relating to the property,

made by or on the purchaser's behalf;

- (c) the purchaser has obtained or has been in a position to obtain appropriate independent advice on and is satisfied about:
 - (i) the purchaser's obligations and rights under this contract;
 - (ii) the nature of the property and the purposes for which the property can be lawfully used; and
 - (iii) all things disclosed by the vendor in this contract.
- 35.2 The purchaser agrees that the vendor has entered into this contract on the basis that the representations and agreements contained in **clause 35.1** are true and not misleading.

36 SELLING AGENT

(a) The purchaser warrants that it was not introduced to the property or the vendor directly or indirectly by any agent other than the vendor's agent referred to on the front page of this contract (if any).

- (b) The purchaser indemnifies and will keep indemnified the vendor from and against:
 - (i) any claim for commission which may be made by an agent as a result of a breach of the purchaser's warranty contained in **clause 36(a)**; and
 - (ii) and all costs incurred by the vendor as a result of any such claim for commission.

37 INVESTMENT OF DEPOSIT

- 37.1 The parties direct the depositholder:
 - (a) to invest the deposit with a bank in New South Wales nominated by the vendor in an interest-bearing account at call in the depositholder's name as stakeholder in trust for the vendor and the purchaser with interest to be reinvested;
 - (b) when requested by the vendor, to withdraw the deposit and interest earned on the deposit, less any deductions under clause 37.6, and reinvest the sum withdrawn with another bank in New South Wales nominated by the vendor;
 - (c) when requested by the vendor, to withdraw the deposit and interest earned on the deposit in anticipation of completion;
 - (d) to withdraw the deposit and interest earned on the deposit on completion, rescission or termination of this contract (whichever occurs); and
 - (e) to pay the interest earned on the deposit, less any deductions under **clause 37.6**, in accordance with **clause 37.2**.
- 37.2 Subject to **clause 37.8**, the vendor and the purchaser are entitled to the interest earned on the deposit, less any deductions under **clause 37.6**, in equal shares.
- 37.3 Prior to completion and for the purposes of **clause 37.5**, the purchaser must provide the depositholder with the purchaser's bank account details, including the account number, BSB, name of banking institution.
- The parties acknowledge and agree that the depositholder is not required to pay the purchaser's share of interest (if any) into a bank account unless the account is held in the name of the purchaser.
- The depositholder may pay any share of interest to which the purchaser is entitled to the purchaser's solicitor or the purchaser's bank account details as provided under **clause 37.3**.
- 37.6 Bank charges and government charges, fees and taxes are to be deducted from the interest earned on the deposit before payment is made under this **clause 37.1**.
- The party entitled to the deposit on completion, rescission or termination of this contract (whichever occurs) bears the risk of loss of the deposit.
- 37.8 The party entitled to the deposit in circumstances where this contract is not completed is entitled to any interest earned on the deposit.
- The parties must give the depositholder their tax file numbers on or before the date on which the deposit is invested in accordance with this **clause 36.1**.

- 37.10 The parties, until the party entitled to the deposit is determined, at which time that party solely, must keep the depositholder indemnified from any tax that may become payable on interest accruing on the deposit.
- 37.11 The parties acknowledge and agree that if the depositholder receives the deposit in instalments, the depositholder is not required invest the moneys received until the whole of the deposit has been received by the depositholder.

38 BANK GUARANTEE

- 38.1 If the vendor accepts a Bank Guarantee this clause 38 applies.
- The purchaser agrees that if the expiry date of the Bank Guarantee is at any time earlier than 2 months after the Sunset Date, the purchaser must, no later than 2 months before the expiry date of the Bank Guarantee, deliver to the vendor a substitute Bank Guarantee with an expiry date no earlier than 2 months after the Sunset Date.
- 38.3 If a substitute Bank Guarantee required to be provided under **clause 38.2** is not delivered within the specified time the purchaser is taken to have not complied with this contract in an essential respect.
- 38.4 On completion the purchaser must pay the amount stipulated in the Bank Guarantee to the vendor by unendorsed bank cheque.
- 38.5 If the purchaser complies with **clause 38.4**, the vendor must promptly after receipt of the payment return the Bank Guarantee to the purchaser.
- At any time before completion, the purchaser can pay the amount stipulated in the Bank Guarantee to the depositholder by unendorsed bank cheque.
- 38.7 If the purchaser makes a payment under clause 38.6:
 - (a) the amount paid is to be treated in all respects as though it was received under clause 2 as the deposit or part of the deposit, as the case may be, paid to the depositholder before completion; and
 - (b) the vendor must promptly after receipt of the payment return the Bank Guarantee to the purchaser.
- 38.8 If the purchaser does not comply with this contract in an essential respect, or the vendor rescinds or terminates this contract, the vendor can (without limiting any other rights the vendor may have) demand payment from the issuer of the Bank Guarantee of the amount stipulated in the Bank Guarantee.
- The purchaser must not obtain or seek to obtain an injunction to prevent the vendor from demanding payment from the issuer of the Bank Guarantee under this **clause 38**.

39 INTEREST, ADJUSTMENTS AND NOTICE TO COMPLETE

- 39.1 If the purchaser completes this contract but cannot do so on or before the completion date, then on completion:
 - (a) the purchaser must pay the vendor interest at the Interest Rate on:

- (i) the balance of the price;
- (ii) any other amount payable on completion by the purchaser to the vendor under this contract; and
- (iii) half of the deposit,

from but excluding the completion date to and including the date of completion; and

- (b) despite clause 14, adjustments are to be made as at the earlier of:
 - (i) the completion date; and
 - (ii) the date possession of the property is given to the purchaser.
- The purchaser cannot require the vendor to complete this contract unless the interest payable under this **clause 39** is paid to the vendor on completion.
- 39.3 If the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete:
 - the purchaser need not pay interest under this **clause 39** in respect of the period before the date the vendor can complete; and
 - (b) unless possession of the property has been given to the purchaser, adjustments under **clause 14** are not made as at the adjustment date but as at the date the vendor can complete.
- 39.4 If a party is entitled to serve a notice to complete:
 - (a) a period of not less than 14 days after the day on which the notice is served is a reasonable and sufficient period for the purpose of making the time for completion essential;
 - (b) the notice may nominate an hour of the day during business hours by which completion must take place in which event completion at or by the hour of the day specified is essential; and
 - (c) the party serving the notice can withdraw it at any time after it is served.
- 39.5 If a party is entitled to serve a notice to complete and serves such notice, the party receiving the notice must, if requested by the party serving the notice, pay to the solicitor of the party serving the notice, on completion, the sum of \$330 (which includes GST of \$30) which the party receiving the notice agrees is a genuine pre-estimate of the legal costs incurred by the party serving the notice, in connection with the service of the notice to complete and the circumstances which resulted in its service.

40 COUNCIL AND WATER AND SEWERAGE RATES AND LAND TAX

- 40.1 If, at completion:
 - (a) a separate assessment for council rates in respect of the property for the year current at completion has not been received by the vendor; or

(b) the purchaser has not served a certificate from the Council showing such assessment has been issued.

no regard is to be had to the actual separate assessment if and when it is received and:

- (c) the vendor must pay the actual separate assessment if and when it is received; and
- on completion the parties must adjust the amount referred to in part 1 of Schedule
 under clause 14, but subject to clause 39.1(b) where applicable.

40.2 If, at completion:

- (a) a separate assessment for water and sewerage rates in respect of the property for the quarter current at completion has not been received by the vendor; or
- (b) the purchaser has not served the vendor with a certificate from the Water and Sewerage Authority showing such assessment has been issued,

no regard is to be had to the actual separate assessment if and when it is received and:

- (c) the vendor must pay the actual separate assessment if and when it is received; and
- (d) on completion the parties must adjust the amount referred to in **part 2** of **Schedule**9 under **clause 14** but subject to **clause 39.1(b)** where applicable.
- 40.3 Before completion, the vendor must pay:
 - (a) any assessment for council rates; and
 - (b) any assessment for water and sewerage rates and water usage charges,

received by the vendor before completion for any land that includes the property or for the property, either in full or to the extent necessary to free the property from any charge for non-payment of rates.

- 40.4 If completion takes place during the land tax year current at the completion date, on completion the parties must adjust the amount referred to in **part 3** of **Schedule 9** under **clause 14** but subject to **clause 39.1(b)** where applicable.
- 40.5 Before completion, the vendor must pay any assessment for land tax received by the vendor before completion for land that includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of land tax.
- 40.6 If the purchaser serves a land tax certificate showing a charge on the property, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the property.
- 40.7 If:
 - (a) completion occurs during January, February or March;
 - (b) the land tax for land that includes the property or for the property has been paid for the land tax year before the land tax year current at completion; and

(c) at completion no assessment for land tax for the land tax year current at completion has been received by the vendor for land that includes the property or for the property,

the vendor undertakes to pay the actual assessment if and when it is received and the purchaser:

- (d) cannot make any requisition or claim, delay completion or rescind or terminate because at the date of completion there is a charge for land tax on land that includes the property or for the property; and
- (e) cannot require the vendor to comply with clause 40.6.

41 NOT USED

42 DEVELOPMENT CONSENT

- 42.1 If:
 - (a) the date referred to in **Schedule 10** is later than the contract date;
 - (b) as at the contract date, the vendor has not received the Development Consent; and
 - (c) the vendor does not, for any reason:
 - (i) receive the Development Consent by the date referred to in **Schedule**10; or
 - (ii) receive the Development Consent on terms and conditions acceptable to the vendor (in its absolute discretion), by the date referred to in **Schedule 10**.

then the vendor can rescind by serving notice at any time after the date referred to in **Schedule 10**.

- The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of anything referred to in this **clause 42**.
- 42.3 This clause 42 only applies to the 700, 800 and 900 series lot numbers.

43 REGISTRATION OF THE ESSENTIAL DOCUMENTATION

- 43.1 Completion of this contract is conditional upon registration of the Essential Documentation.
- The vendor must use all reasonable endeavours to have the Essential Documentation registered on or before the Sunset Date.
- 43.3 If the Essential Documentation is not registered on or before the Sunset Date then either party can rescind this contract and the provisions of **clause 19** will apply.
- 43.4 A party may not give a rescission notice under clause 43.3 if:

- (a) it is in material default of an obligation under this contract; or
- (b) the Essential Documentation is registered before notice is served under **clause**43.3.
- Despite **clauses 43.1** and **43.3**, the vendor may at any time extend the Sunset Date due to any delay in:
 - (a) completion of the construction of the Infrastructure; or
 - (b) the registration of the Essential Documentation,

has been delayed because of:

- (c) any delay in the commencement or progressing to completion of construction of the Infrastructure because of:
 - (i) any delay in the vendor becoming the registered proprietor of Precinct I;
 - (ii) inclement weather or conditions resulting from inclement weather; or
 - (iii) any civil commotion, combination of workmen strike or lock-out that affects the construction of the Infrastructure or the manufacture or supply of materials for construction of the Infrastructure;
- (d) any delay in the receipt of any approval required in connection with the Precinct I from the Consent Authority or any other Authority, which could not reasonably have been foreseen by the vendor;
- (e) any difficulty in complying with the Development Consent, a construction certificate
 or the approval of any other Authority, which could not reasonably have been
 foreseen by the vendor;
- (f) any requirement to obtain finance approval and to comply with financier conditions;
- (g) any other matter or thing which is beyond the control of the vendor.
- The vendor may extend the Sunset Date because of any of the matters referred to in **clause**43.5 by serving written notice on the purchaser.
- 43.7 The vendor can extend the Sunset Date under this **clause 43** on more than one occasion.
- 43.8 The vendor cannot extend the Sunset Date by more than 12 months.

44 DIFFERENCES BETWEEN DRAFT AND REGISTERED DOCUMENTS

- The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because there is a difference between:
 - (a) a document referred to in column 1 of Schedule 8; and
 - (b) the document referred to that is next to it in column 2 of Schedule 8,

unless the difference detrimentally affects the property to an extent that is substantial, then the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Essential Documentation Notice.

For the purposes of **clause 44.1**, the purchaser agrees that a difference, by way of reduction, between the area of the property shown in the Draft Deposited Plan as compared to the area of the property shown on the Deposited Plan will not detrimentally affect the property to an extent that is substantial if the difference is equal to or less than 5% of the area of the property shown in the Draft Deposited Plan.

45 REPLACEMENT OF DOCUMENTS

- At any time before the vendor serves notice that the Essential Documentation is registered, the vendor can serve notice (**Replacement Notice**) that the vendor wishes to replace a document attached to this contract as identified in that notice (**Replaced Document**) with another document a copy of which is forwarded with that last mentioned notice (**Replacement Document**).
- 45.2 From the day of service of the Replacement Notice, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract.
- 45.3 Subject to **clause 45.4**, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate because, as a result of the Replacement Notice, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract.
- Subject to **clause 45.5**, if there is a difference between the Replaced Document and the Replacement Document that detrimentally affects the property to an extent that is substantial, the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Replacement Notice.
- For the purposes of **clause 45.4** if the area of the property as shown in the Replacement Draft Deposited Plan is different from the area of the property as shown in the Replaced Draft Deposited Plan the parties agree that difference will only affect the property to an extent that is substantial if the area of the property as shown in the Replacement Draft Deposited Plan is less than the area of the property as shown in the Replaced Draft Deposited Plan by an amount of more than 5%.

46 PADMOUNT SUBSTATION

- The vendor discloses and the purchaser acknowledges that the Energy Authority can require any or all of the following:
 - (a) the construction on any part of Precinct I, including the land, one or more padmount substations (**Padmount Substations**); and
 - (b) the grant to the Energy Authority by the vendor or another person of easements and other rights and privileges in connection with the Padmount Substations.
- Despite any other provision in this contract, the purchaser agrees that it cannot make any requisition or claim, delay completion or rescind or terminate this contract because:

- (a) there are Padmount Substations located within Precinct I; or
- (b) there are easements or other rights and privileges in connection with the Padmount Substations created over Precinct I.

unless a Padamount Substation is located on the land, in which case the parties agree that the vendor must allow \$15,000 to the purchaser, by way of a settlement adjustment on completion of the contract, in compensation.

47 EASEMENTS AND OTHER MATTERS

- 47.1 The vendor discloses and the purchaser is aware that all:
 - (a) the easements, restrictions on use and positive covenants;
 - (b) the leases, agreements and arrangements;
 - (c) the rights and privileges; and
 - (d) the land,

that the vendor may wish to create, enter into, make, grant, acquire or dispose of, whether by dedication or otherwise, may not have been created, entered into, made, granted, acquired or disposed of as at the contract date or as at completion.

- The vendor discloses and the purchaser is aware that the vendor intends on granting easements, or other rights of access, which will burden the land and benefit adjoining lots. As at the date of this contract the easements, or rights of way, which are intended to be created are shown on the Draft Deposited Plan. Nothing in this clause 47.2 restricts or will act as a waiver or otherwise affect the vendor's rights under clauses 47.1, 47.3 or 47.4.
- The vendor discloses and the purchaser is aware that the vendor may wish, either before or after the contract date or after completion, to vary:
 - (a) easements, restrictions on use or positive covenants;
 - (b) leases, agreements or arrangements; or
 - (c) rights or privileges,

or one or more of them created, entered into, made or granted either before or after the contract date or after completion.

- The vendor discloses and the purchaser is aware that the vendor may wish, either before or after the contract date or after completion, to release, surrender or otherwise bring to an end:
 - (a) easements, restrictions on use or positive covenants;
 - (b) leases, agreements or arrangements; or
 - (c) rights or privileges,

or one or more of them created, entered into, made or granted either before or after the contract date or after completion.

- 47.5 Subject to **clause 47.6**, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate:
 - (a) because any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is acquired or disposed of, as contemplated by **clause 47.1**;
 - (b) because any easement, restriction on use or positive covenant, any lease, agreement or arrangement, or any right or privilege is varied, as contemplated by clause 47.2; or
 - (c) because any easement, restriction on use or positive covenant, any lease, agreement or arrangement or any right or privilege is released, surrendered or otherwise brought to an end, as contemplated by **clause 47.4**.

47.6 If:

- (a) any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is acquired or disposed of, as contemplated by **clause 47.1**;
- (b) any easement, restriction on use or positive covenant, any lease, agreement or arrangement, or any right or privilege is varied, as contemplated by **clause 47.2**; or
- (c) any easement, restriction on use or positive covenant, any lease, agreement or arrangement or any right or privilege is released, surrendered or otherwise brought to an end, as contemplated by **clause 47.4**,

before completion:

- (d) which is not disclosed in, or otherwise contemplated by, this contract; and
- (e) the effect of which is to detrimentally affect the property to an extent that is substantial, the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Essential Documentation Notice.

48 ENTRIES OR NOTATIONS ON FOLIO IDENTIFIERS

- 48.1 The vendor discloses and the purchaser is aware:
 - (a) that Property Notifications together with other entries or notations may be on the folio identifier for the property; and
 - (b) of the effect of the Property Notifications and the terms of the documents giving rise to them.
- The purchaser cannot make any requisition or claim, delay completion or rescind or terminate:
 - (a) because of the Property Notifications or because of any departure from or non compliance with the terms of the documents giving rise to them; or
 - (b) because of:

- (i) any entry or notation on the folio identifier for the property that is not one of the Property Notifications; or
- (ii) any departure from or non compliance with the terms of the document giving rise to the entry or notation referred to,

unless the entry or notation or departure or non compliance, as the case may be, results in a difference that detrimentally affects the property to an extent that is substantial, when the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Essential Documentation Notice.

49 EXERCISE OF CERTAIN RIGHTS TO RESCIND

If a right to rescind given by a clause referred to in this contract is not exercised within the period specified in the clause for its exercise if applicable, then it cannot be exercised.

50 REMOVAL OF THE VOLUNTARY PLANNING AGREEMENTS

- 50.1 If one or both of the Voluntary Planning Agreements are registered on the folio identifier for the property after completion, the vendor must use all reasonable endeavours to procure the removal of the Voluntary Planning Agreements from the folio identifier for the property as soon as reasonably practicable after completion.
- 50.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because:
 - (a) of anything contained in the Voluntary Planning Agreements; and
 - (b) the Voluntary Planning Agreements remain on the folio identifier for the property at completion.

51 CONTRACT NOT SUBJECT TO FIRB APPROVAL

- 51.1 This **clause 51** applies if the "FIRB Approval Required" section on the Front Page has been marked "NO".
- 51.2 On the contract date, the purchaser must:
 - (a) advise the vendor if the purchaser is a Foreign Person;
 - (b) give the vendor's solicitor a completed and executed FIRB Form; and
 - (c) if the person is a Foreign Person, give the vendor's solicitor a copy of the FIRB Approval.
- In addition to the information provided by the purchaser in the FIRB Form, the purchaser must give the vendor any information regarding the purchaser's residency status and, if applicable, the residency status of the purchaser's directors, shareholders, trustees or beneficiaries (as applicable), within 7 days of receiving a request to do so.
- 51.4 This **clause 51** is an essential term of the contract.

52 CONTRACT SUBJECT TO FIRB APPROVAL

- 52.1 This **clause 51** applies if the "FIRB Approval Required" section on the Front Page has been marked "YES".
- 52.2 The purchaser discloses that the purchaser is a Foreign Person.
- 52.3 The purchaser must:
 - (a) give the FIRB Notice within 7 days from the contract date; and
 - (b) provide the vendor with copies of:
 - (i) the FIRB Notice;
 - (ii) the Treasurer's written confirmation of receipt of the FIRB Notice; and
 - (iii) evidence that the Administration Fee has been paid.

within 14 days from the contract date.

- (c) This clause 52.3 is an essential term of this contract.
- The purchaser must notify the vendor within 7 days of receiving any of the following:
 - (a) the FIRB Approval;
 - (b) notification of an Interim Order;
 - (c) notification from the Treasurer that the FIRB Approval will not be issued or that the Commonwealth Government otherwise objects to the purchaser's proposal to purchase the property; or
 - (d) any other correspondence from the Commonwealth Government,

and must at the same time provide the vendor with a copy of FIRB Approval, notification or correspondence, as applicable.

- 52.5 Subject to **clause 52.6** and **clause 52.7** either party can rescind this contract at any time after the FIRB Date by serving notice on the other party if:
 - (a) the FIRB Approval has not issued on or before the FIRB Date;
 - (b) an Interim Order has been issued in respect of the purchaser's purchase of the property; or
 - (c) on or before the FIRB Date, the Treasurer notifies the purchaser that the FIRB Approval will not be issued or that the Commonwealth Government otherwise objects to the purchaser's purchase of the property.
- The purchaser cannot exercise its right to rescind under **clause 52.5** if the purchaser has not complied with **clause 52.3**.

The parties agree that the FIRB Approval is deemed to have issued if, as a result of section 77(2) or section 77(3) of the FIRB Act, the Treasurer is not empowered to make an order or decision in relation to the purchaser's purchase of the property. The purchaser must provide the vendor with any information requested by the vendor, acting reasonably, in order to determine whether section 77(2) or section 77(3) of the FIRB Act apply to the purchaser's purchase of the property.

53 REQUISITIONS

- The purchaser's only right under **clause 5** is to make the requisitions in the form of the Requisitions.
- The purchaser is taken to have made the Requisitions on the day after the day the Essential Documentation is registered.

54 DEVELOPMENT ACTIVITIES

- The vendor discloses and the purchaser is aware that Development Activities on Precinct I and nearby land are not completed and that Development Activities will continue to be carried out after the contract date and after completion.
- 54.2 The vendor must use reasonable endeavours to ensure that Development Activities carried out within Precinct I after completion cause the purchaser as little inconvenience as is reasonably practicable.
- 54.3 The purchaser cannot make any claim or requisition, delay completion, rescind or terminate because Development Activities are being carried out within Precinct I

54.4 After completion:

- the vendor must not carry out Development Activities on the property otherwise than at the request of the purchaser; and
- (b) the purchaser must not do anything, including make an objection or application to, or otherwise approach the Consent Authority or any other Authority or commence any proceedings in a court because Development Activities are being carried out or because of the manner in which they are being carried out.

55 SELLING AND LEASING ACTIVITIES

- Both before and after completion and until the completion of the sale of all property forming part of Precinct I the vendor and persons authorised by the vendor may:
 - (a) conduct selling and leasing activities throughout Precinct I (Selling and Leasing Activities);
 - (b) place and maintain throughout Precinct I:
 - (i) signs of all kinds in connection with Selling and Leasing Activities; and
 - display suites, offices and other facilities for people involved in Selling and Leasing Activities;
 - (c) operate a display village within Precinct I; and

- (d) hold any event or function within Precinct I in connection with Selling and Leasing Activities.
- The vendor must use reasonable endeavours to ensure that the conduct of Selling and Leasing Activities causes the purchaser as little inconvenience as is reasonably practicable.
- The purchaser must not do anything, including make an objection or application to, or otherwise approach the Consent Authority or any other Authority or commence any proceedings in a court because Selling and Leasing Activities are being conducted or because of the manner in which they are being conducted within Precinct I unless such activities are being conducted in breach of any applicable planning regulations.

56 ATTACHMENTS

The vendor does not warrant the accuracy or completeness of any document referred to in part 1 of Schedule 1.

57 ASSIGNMENT, NOVATION AND GRANTING OF SECURITY

- 57.1 The vendor discloses and the purchaser is aware that the vendor may assign or novate the vendor's interest in this contract to a successor in title to Precinct I. The purchaser cannot make any requisition or claim, delay completion or rescind or terminate in connection with the assignment or novation.
- The purchaser must, if requested to do so by the vendor, promptly enter into a deed with the vendor and the vendor's successor in title on terms reasonably required by the vendor to give effect to the assignment or novation referred to in **clause 57.1**. The purchaser acknowledges and agrees that such deed may:
 - (a) include a release of the vendor from the vendor's obligations under this contract;
 - (b) provide the vendor, or the vendor's successor in title, a substitute Bank Guarantee noting the vendor's successor in title as the vendor within 5 days of being requested to do so.
- 57.3 The vendor discloses and the purchaser is aware that the vendor has granted or may grant a mortgage, charge or other security over the vendor's interest in:
 - (a) this contract;
 - (b) the deposit paid under this contract; or
 - (c) some or all of this contract, and the deposit paid under this contract,

and, if the vendor has done or does do so, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate.

- 57.4 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate this contract if in connection with:
 - (a) Precinct I, or a part of the Precinct I;
 - (b) the vendor; or

(c) the land set out in clause 57.4(a) and the vendor,

a person holding a mortgage over Precinct I, or a part of Precinct I, or security from the vendor becomes a mortgagee in possession or appoints an administrator, receiver, receiver and manager, agent, controller or similar functionary.

58 ENCUMBRANCES

- If a mortgage or caveat is recorded on the folio identifier for the property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the property.
- Despite **clause 58.1** if a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio identifier for the property the purchaser must complete this contract despite that caveat.

59 CAVEAT BY PURCHASER

- 59.1 Subject to **clause 59.2** the purchaser must not lodge a caveat for recording on the folio identifier for Precinct I or any part of Precinct I.
- The purchaser can lodge a caveat for recording on the folio identifier for the property after the creation of that folio identifier.

60 TRUSTEE WARRANTIES

- This **clause 60** only applies if the purchaser is entering into the contract in its capacity as trustee of a trust.
- The purchaser warrants and represents to the vendor that:
 - (a) it has the power to enter into and perform its obligations under this contract and has obtained all necessary consents to enable it to do so;
 - (b) the entry into and performance of its obligations under this contract, does not constitute a breach of any obligation (including without limit, any statutory, contractual or fiduciary obligation) or default under any agreement or undertaking by which the purchaser is bound.
 - (c) the purchaser:
 - (i) is the only trustee of the trust;
 - (ii) has a right to be fully indemnified out of the assets of the trust in respect of the obligations incurred by it under this contract and any document contemplated by those documents; and
 - (iii) is not in breach of the trust's trust deed;
 - (d) the purchaser has power under the trust deed to, and all action required under the trust deed has been taken to, authorise the purchaser to:

- (i) execute and deliver this contract and any documents contemplated by those documents;
- (ii) perform its obligations under this contract and any document contemplated by those documents; and
- (iii) such execution, delivery and performance does not contravene the trust's trust deed; and
- (e) the trust has not been terminated and no action is pending to terminate the trust.
- The purchaser warrants to the vendor that each Purchaser Warranty.
 - (a) is at the date of this contract true, accurate and not misleading; and
 - (b) is separate and independent, and except as expressly provided, is not limited by reference to any other Purchaser Warranty or any provision of this contract or any document contemplated by these documents.
- The purchaser must advise the vendor promptly after becoming aware that any Purchaser Warranty is no longer true, accurate or is misleading.
- The purchaser indemnifies the vendor against any claim arising from or incurred in connection with, the breach of any Purchaser Warranty, (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher). A breach of the Purchaser's Warranty is not remedied until any amount payable by the purchaser to the Vendor this clause 60 in connection with the breach is paid.

61 GUARANTEE AND INDEMNITY

- This **clause 61** only applies if the name of a guarantor has been inserted on the front page.
- 61.2 In this contract unless the contrary intention appears:
 - (a) a reference to guarantor is a reference to all of the 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.
- The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract at the request of the purchaser and the guarantor. The guarantor acknowledges valuable consideration received from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.
- 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.
- 61.5 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 within 14 days of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.

- If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations within a reasonable time of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.
- 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 whatever.
- 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 it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything that 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;
 - (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
 - (c) any variation, assignment or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.
- 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 cannot, 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:
 - (i) a liquidator, provisional liquidator, administrator, trustee in bankruptcy or other similar functionary is appointed in respect of the purchaser;
 - (ii) the purchaser executes a deed of company arrangement under Part 5.3A of the *Corporations Act 2001* (Cth) or a personal insolvency agreement under Part X of the *Bankruptcy Act 1966* (Cth); or
 - (iii) the purchaser is otherwise unable to pay its debts when they fall due.

- 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.
- The guarantor agrees to pay interest at the Interest Rate on any amount under this guarantee and indemnity which is not paid on the due date for payment and is not otherwise accruing interest. The interest accrues daily from and including the due date to and including the date of actual payment and is calculated on actual days elapsed and a year of 365 days. The guarantor agrees to pay this amount within 14 days of demand from the vendor. A demand can be made at any time.
- The guarantor agrees to promptly enter into any deed required by the vendor under **clause 57.2** if requested to do so by the vendor.
- 61.14 If for any reason the guarantor named on the front page has not executed this contract, then the purchaser must do all things necessary to procure a guarantee and indemnity from the guarantor on or substantially on the same terms as this **clause 60** within 7 days of a written demand made by the vendor.
- 61.15 Without limiting **clause 61.14**, the vendor can require the purchaser to procure the guarantor to execute any of the following:
 - (a) the contract (as guarantor); or
 - (b) a deed on or substantially on the same terms as this clause 61,

within 7 days of a written demand made by the vendor.

61.16 This clause 61 is an essential term of this contract.

POSITION OF WATER AND SEWERAGE AUTHORITY'S SEWER AND OTHER SERVICES

- 62.1 The vendor discloses and the purchaser is aware that:
 - the position of the Water and Sewerage Authority's sewer in relation to the property at completion may not be as shown in the diagram supplied by the Water and Sewerage Authority, a copy of which is attached to this contract; and
 - (b) the vendor is not sure what the exact position of the Water and Sewerage Authority's sewer and other services will be in relation to the property at completion;
- The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of:
 - the position of the Water and Sewerage Authority's sewer or any other services in relation to the property at completion;
 - (b) the unavailability from the Water and Sewerage Authority of a current diagram showing the position of the Water and Sewerage Authority's sewer in relation to the property at completion; or
 - (c) the matters referred to in clause 62.1.

63 CONSTRUCTION OF FENCES AND RETAINING WALLS

The purchaser:

- (a) cannot require a contribution to the cost of any fencing or retaining wall works between the property and the adjoining property if the vendor owns the relevant adjoining property;
- (b) must ensure that any transferee of the property cannot make a claim against the vendor in relation to such costs; and
- (c) acknowledges that the provisions of this **clause 63** will be included in the transferee deed referred to in **clause 57.2**.

64 STORING AND DUMPING MATERIAL AND WASTE

- The purchaser must not, and must ensure that any appointed builder or other agent does not, store or dump any materials or waste on any land outside of the property.
- 64.2 If the purchaser, or the purchaser's builder or other agent, does store or dump any materials or waste on any land outside of the property, the vendor may, at the purchaser's cost, remove the materials or waste. Any costs incurred by the vendor to remove the materials or waste will comprise a debt owed by the purchaser to the vendor.

65 NO SUBDIVISION OR MULTIPLE OCCUPANCY DWELLINGS

Following completion, the purchaser must not:

- (a) subdivide the property;
- (b) construct a multiple occupancy dwelling on the property,

without the vendor's prior written consent, which may be granted or withheld at the vendor's absolute discretion.

66 DEATH, DISABILITY OR INSOLVENCY

- 66.1 If the purchaser, or if the purchaser consists of 2 or more persons, any of those persons:
 - (a) dies; or
 - (b) is so intellectually, physically or psychologically disabled as to be, in the opinion reasonably held of the vendor, unable to complete this contract on time,

then the vendor can rescind by giving a notice in writing to the purchaser's solicitor at any time before completion.

- 66.2 If the purchaser is a company and:
 - (a) resolves to go into liquidation;
 - (b) has a petition for its winding up presented;

- (c) enters into any scheme or arrangement with its creditors under the *Corporations*Act 2001 (Cth), or
- (d) has a receiver, administrator or official manager appointed to it, or

then the purchaser is in default of an essential term of this contract.

The provisions of **clause 66.1** and **clause 66.2** do not limit or restrict any rights or remedies which would have been available to the vendor at law or in equity if these clauses had not been included in this contract.

67 EXECUTION UNDER POWER OF ATTORNEY

If this contract is executed by an attorney of a party under a power of attorney, including by an attorney of the vendor under the Vendor's Power of Attorney, that attorney is taken to have declared that he has no notice of the revocation of the power of attorney.

68 PERSONAL INFORMATION

- The purchaser is aware that the vendor will obtain Personal Information about the purchaser and their associates during the course of the transaction the subject of this contract.
- The purchaser agrees that the vendor may retain, use and disclose such Personal Information to any Related Body Corporate of the vendor and to third parties where such disclosure:
 - (a) is in connection with the conduct of the vendor's business; or
 - (b) is to an owner of an adjoining property for the purpose of the construction of a dividing fence.
- A copy of the vendor's applicable privacy policy is available from the vendor on request.
- The purchaser consents to the use of such Personal Information as contemplated by this clause 68.

69 SERVICE OF DOCUMENTS BY ELECTRONIC MEANS

Notwithstanding any clause of this contract to the contrary, the purchaser acknowledges and agrees that the vendor may serve a copy of a document under this contract in electronic form, including:

- (a) by email, using the purchaser's solicitor's email address which that solicitor has used when communicating with to the vendor's solicitor; or
- (b) on CD, DVD or USB memory stick, provided that at the time of service the format used is readily accessible.

70 CHANGE OF CONTACT PARTICULARS

- 70.1 A party must serve notice if:
 - (a) its Contact Particulars, or the Contact Particulars of its solicitor, change from its Contact Particulars or the Contact Particulars of its solicitor referred to in this contract or notified to the other party after the contract date; or
 - (b) its solicitor changes, advising of the Contact Particulars of its new solicitor,

within 14 days of the change occurring.

70.2 Until such time as a notice referred to in **clause 70.1** is served, a party is entitled to serve any document under or relating to this contract by reference to the Contact Particulars of the other party or the other party's solicitor referred to in this contract and such service is sufficient service on the other party.

71 GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

- 71.1 This contract is governed by the law in force in New South Wales.
- 71.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- Any document in an action (including any writ of summons or other originating process or any third or other party notice) can be served by being delivered to or left for that party at that party's solicitor's address.

72 NO MERGER

The clauses in this contract which are expressed or implied to apply after completion will not merge on completion.

73 LAND TAX ADJUSTMENT DUE TO PURCHASER DELAY

In the event that the completion date is before 31 December and the purchaser delays completion to a date after 31 December then the purchaser shall pay an additional amount as reimbursement to the vendor of the additional land tax that the vendor will become liable to pay on the lot. The amount to be paid by the purchaser to the vendor will be 1.7% of the sale price. The payment to be made pursuant to this clause is an essential term of this contract.

74 PAYMENT OF DEPOSIT BY INSTALMENTS

- 74.1 The vendor and the purchaser agree and acknowledge that the deposit payable is 10% of the sale price. At the request of the purchaser the vendor has agreed to accept payment of the 10% deposit by two instalments as follows:
- (a) the first instalment of the deposit is 5% of the sale price and is payable on or before the date of this contract; and
- (b) the second instalment of the deposit is 5% of the sale price and is payable no later than 4.00 pm on or before (insert date)
- 74.2 The time for payment of each instalment of the deposit is of the essence. The purchaser acknowledges that failure to pay an instalment in accordance with clause 74.1 or a cheque for any part of the deposit is not honoured on presentation, or if payment is made by electronic funds transfer and the funds do not appear in the depositholder's trust account by the due time for payment of the instalment, the vendor will be entitled to terminate this contract.

75 DEPOSIT HOLDER

The deposit is 10% of the sale price and will be held by the deposit holder, Linden Wise Pty Ltd of Suite 1302/12 Help Street, Chatswood NSW 2067. The deposit may be paid by Cheque drawn in favour of Linden Wise Pty Ltd Trust Account or be electronic transfer (EFT) to:

Account name:

Linden Wise Pty Ltd Trust Account

Bank:

National Australia Bank of Level 2, 28 George Street, Parramatta

BSB:

082 330

Account:

699 609 900

SWIFT code:

NATAAU3303M

SCHEDULES

SCHEDULE 1

Part 1

Copies of the following documents are attached:

- 1 Title search for folio identifier 3/11126
- 2 Title search for folio identifier 11/1238469
- 3 DP11126
- 4 DP1238469
- 5 DP1229914
- 6 88B for DP11126
- 7 88B for DP1238469
- 8 88B for DP1229914
- 9 Dealing no. K35179
- 10 Dealing no. K35191
- 11 Dealing no. 0745530
- 12 Dealing no. K149224
- 13 Dealing no. O767470
- 14 Dealing no. AN242636
- 15 Dealing no. AN242637
- 16 Certificates under section 149(2) and (5) of the *Environmental Planning and Assessment Act* 1979 (NSW) for folio identifier 3/11126
- 17 Certificate under section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (NSW) for folio identifier 11/11238469
- 18 Sewage Diagram 3/11126

Part 2

Copies of the following documents are attached:

Attachment A Draft Deposited Plan

Attachment B Draft Deposited Plan Instrument

Attachment C Box Hill Design Guidelines

Attachment D Flow Disclosure

Attachment E Requisitions

Attachment F FIRB Form

SCHEDULE 2

(Clause 33 NOTIFICATIONS)

(Property Notifications)

Interests recorded on folio identifiers 3/11126 and 11/1238469

SCHEDULE 3

(CLAUSE 33 THE BOX HILL NORTH PRECINCT LAND)

The land comprised in the following folio identifiers at the contract date:

- 3/11126;
- 11/1238469;
- 1/207750;
- 47/255616;
- 15/255616;
- 16/255616;
- 21/255616;
- 2/253552;
- 4/253552;
- 40/255616;
- 41/255616;
- 43/255616;
- 29/255616;
- 30/255616;
- 31/255616;
- 25/255616;
- 26/255616;
- 27/255616;
- 46/255616;

- 45/255616;
- 44/255616;
- 18/255616;
- 17/255616;
- 1/564211;
- 5/658286;

SCHEDULE 4

(Clause 33 ENERGY AUTHORITY)

Endeavour Energy

SCHEDULE 5

(Clause 33 ESSENTIAL DOCUMENTATION)

Deposited Plan

SCHEDULE 6

(Clause 33 SUNSET DATE)

1 October 2020

SCHEDULE 7

(CLAUSE 33 WATER AND SEWERAGE AUTHORITY

Sydney Water (in respect of potable water)

Flow (in respect of recycled water)

SCHEDULE 8

(Clause 44 DIFFERENCES BETWEEN DRAFT AND REGISTERED DOCUMENTS)

Column 1 Column 2

Draft Deposited Plan Deposited Plan

Draft Deposited Plan Instrument Deposited Plan Instrument

SCHEDULE 9

(Clause 40 COUNCIL RATES, WATER AND SEWERAGE RATES AND LAND TAX)

Part 1

\$2,000 per annum

Part 2

\$350 per quarter

Part 3

\$1,200 per annum

SCHEDULE 10

(Clause 42 DEVELOPMENT CONSENT)

1 July 2019

DOCUMENTS REFERRED TO IN PART 1 OF SCHEDULE 1





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/11126

LAND

LOT 3 IN DEPOSITED PLAN 11126

LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP11126

FIRST SCHEDULE

YUANTONG AUSTRALIA PTY LTD

(T AN242638)

SECOND SCHEDULE (5 NOTIFICATIONS)

RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

2 K35191 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN VOL 3372 FOL 79

0745530 EASEMENT NOW VESTED IN NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY

3 AN242636 RESTRICTION(S) ON THE USE OF LAND

4 AN242637 PLANNING AGREEMENT PURSUANT TO SECTION 7.6

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

5 AN242639 MORTGAGE TO FORTUNE SONIC HOLDINGS INC.

NOTATIONS

UNREGISTERED DEALINGS: PP DP12304

*** END OF SEARCH ***

PP DP1230475 PP DP1230476

PP DP1230477.

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PRINTED ON 19/4/2018

Obtained from NSW LRS on 19 April 2018 03:33 PM AEST

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/1238469

TIME EDITION NO DATE SEARCH DATE -----____ _____ 13/4/2018 3:44 PM 10/4/2018

LAND

LOT 11 IN DEPOSITED PLAN 1238469 AT MARAYLYA LOCAL GOVERNMENT AREA THE HILLS SHIRE PARISH OF NELSON COUNTY OF CUMBERLAND TITLE DIAGRAM DP1238469

FIRST SCHEDULE

YUANTONG AUSTRALIA PTY LTD

(T AN242638)

SECOND SCHEDULE (7 NOTIFICATIONS)

RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART 2 SHOWN SO BURDENED IN THE TITLE DIAGRAM

EASEMENT NOW VESTED IN NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY

3 K149224 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

EASEMENT NOW VESTED IN NEW SOUTH WALES 0767470 ELECTRICITY TRANSMISSION AUTHORITY

DP1229914 POSITIVE COVENANT (A) AFFECTING THE PART SHOWN SO 4 BURDENED IN THE TITLE DIAGRAM

5 AN242636 RESTRICTION(S) ON THE USE OF LAND

PLANNING AGREEMENT PURSUANT TO SECTION 7.6 6 AN242637 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

AN242639 MORTGAGE TO FORTUNE SONIC HOLDINGS INC.

NOTATIONS

UNREGISTERED DEALINGS:

PP DP1230475 PP DP1230476

PP DP1230477.

*** END OF SEARCH ***

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PRINTED ON 13/4/2018

Obtained from NSW LRS on 13 April 2018 03:44 PM AEST

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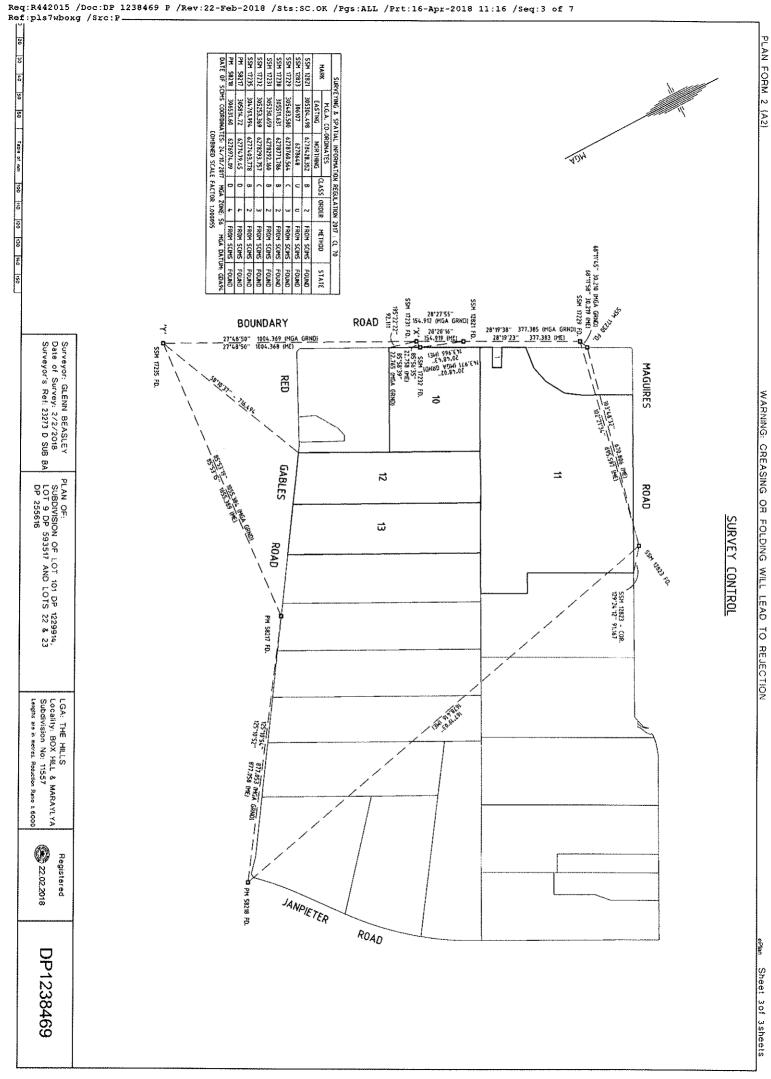
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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
	Office Use Only		Office Use Only
Registered: 22.02.201	8	DP12	238469
Title System: TORREN	S		
PLAN OF SUBDIVISION O LOT 9 DP593517 AND LOTS	S 22 & 23 DP255616	LGA: THE HILLS Locality: BOX HILL & MA Parish: NELSON County: CUMBERLAND	
Survey Cert I, GLENN BEASLEY Of PROUST & GARDNER CONSULTI a surveyor registered under the Survey 2002, certify that: *(a) The land shown in the plan was surveying and Spatial Information is and the survey was completed on 2 *(b) was surveyed in accordance with the Information Regulation 2017, the picturey was completed on, the part accordance with that Regulation, or *(c) The land shown in this plan was consurveying and Spatial Information if Datum Line: 'X — Y' Type: *Urban/*Rural*	NG PTY LTD ing and Spatial Information Act rveyed in accordance with the Regulation 2017, is accurate 2/2/2018, or ne Surveying and Spatial art surveyed is accurate and the not surveyed was compiled in accordance with the	I, approving this plan certify that all allocation of the land shown here Signature: Date: File Number: Office: Subdivising Authorised Person/*General Mar the provisions of s.109J of the Enth Assessment Act 1979 have been subdivision, new road or reserve.	on Certificate LOUS nager/*Accredited Certifier, certify that evironmental Planning and satisfied in relation to the proposed set out herein.
Signature:	Dated: 6/2/18	Date of endorsement:	ls Shi/e Cauncil 18
Plans used in the preparation of survey/ DP 593517 DP 1215972 DP 255616	compilation. DP 1229914	and drainage reserves, acquire/re	CATE THE ROAD WIDENING
Surveyor's Reference: DP23273	D SUB BA		88B Statements should appear on FORM 6A

Req:R442015 /Doc:DP 1238469 P /Rev:22-Feb-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-Apr-2018 11:16 /Seq:5 of 7 PLAN FORM 6A (2017) WARNING: Creasing or folding will lead to rejection ePlan **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s) Office Use Only Office Use Only 22.02.2018 Registered: DP1238469 PLAN OF SUBDIVISION OF LOT 101 DP1229914, LOT 9 DP593517 AND LOTS 22 & 23 DP255616 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 Subdivision Certificate number: 11557 Signatures and seals- see 195D Conveyancing Act 1919 Date of Endorsement: 7.2.18 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO RELEASE: 1. RIGHT OF WAY (344680) STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: DP23273 D SUB BA

PLAN FORM 6A (2017)	WARNING: Creasing or f	folding will lead to rejection	ePlan
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Registered: 22.02.2018	Office Use Only	DD494	Office Use Only
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	SIG	NATURES	
Signed by EJCI Box Hill Pty Limit 286) by its attorney under Power MIRCH. 1.7. Book 4.72.2. No. 8 known to me:	of Attorney dated 1671	togomas	
Signature of Witness		Signature of Attorney	
Jacqueline Bowie Name of Witness in full	••••••	GEORGE TSEKOUI	
C/o 642 GREAT WESTERN A Address of Witness PENDLE	HILL NSW 2145	By executing this document the Attorney has received no notice of r of Attorney	
<u>(FUBRUNEY 2018</u> D ate	j	6 K FEB 2018 Date	
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PLAN FORM 6A (2017) WARNING: Creasing or	folding will lead to rejection ePlan
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Office Use Only Registered: 22.02.2018	
PLAN OF SUBDIVISION OF LOT 101 DP1229914, LOT 9 DP593517 AND LOTS 22 & 23 DP255616	DP1238469
	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 201 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
Subdivision Certificate number: 11557 Date of Endorsement: 7.2.18	 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
SIG	NATURES
Signed by EJCD Box Hill Pty Limited (ACN 605 087 527) by its attorney under Power of Attorney dated . 16 CA mm.clf . 17. Book .47.22. No .8.69. who is personally known to me:	Lagrungs
Signature of Witness	Signature of Attorney
Jacqueline Bowie	GEORGE TSEKOURAS
Name of Witness in full	Name of Attorney in full
Clo 642 GREAT WESTERN HIGHWAY Address of Witness PENDLE HILL NSW 7145	By executing this document the Attorney states that the Attorney has received no notice of revocation of the Power of Attorney
Ъ <i>FEBRUARY 2018</i> Date	6 th FEB 2018

If space is insufficient use additional annexure sheet

Surveyor's Reference: DP23273 D SUB BA

ePlan

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.

Sheet 1 of 3 Sheets

Plan:

DP1238469

Full name and address of the owner of the Land:

Plan of Subdivision of Lot 101 DP 1229914, Lot 9 DP 593517 and Lots 22 & 23 DP 255616 Covered by Subdivision Certificate No. 11557,7,2,18

EJCI Box Hill Pty Limited 642 Great Western Highway Pendle Hill NSW 2145

EJCD Box Hill Pty Limited 642 Great Western Highway Pendle Hill NSW 2145

PART 1A (Release)

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Right of Way (344680)	2/103338A, 2/103338B	9/593517, 22/255616, 23/255616

J.M.R.

ePlan Sheet 2 of 3 Sheets

Plan:

DP1238469

Plan of Subdivision of Lot 101 DP 1229914, Lot 9 DP 593517 and Lots 22 & 23 DP 255616 Covered by Subdivision Certificate No. リレンフィス・レス

Authorised Delegate, The Hills Shire Council

SIGNATURES AND SEALS

Signed by EJCI Box Hill Pty Limited (ACN 604 981 286) by its attorney under Power of Attorney dated 164 Mark 2017 Book .4722. No . 8 6.9 who is personally known to me:	Lagames
Signature of Witness	Signature of Attorney
Jacqueline Bowie	GEORGE TSEKOURAS
Name of Witness in full	Name of Attorney in full
642 GREAT WESTERN HIGHWAY PENOLE HILL NSW Z	By executing this document the Attorney states that the Attorney has received no notice of revocation of the Power of Attorney
Address of Witness	74 0
L EEBRUARY 2018	6th February 2018
Date	Date
Signed by EJCD Box Hill Pty Limited (ACN 605 087 527) by its attorney under Power of Attorney dated John MARCH 2017 Book 4722 No .869 who is personally known to me:	isopours
Signature of Witness	Signature of Attorney
Jacqueline Bowie	GEORGE TSEKOURAS
Name of Witness in full	Name of Attorney in full
642 GREAT WESTERN HIGHWAY PENDLE KILL NOW 2145	By executing this document the Attorney states that the Attorney has received no notice of revocation of the Power of Attorney
Address of Witness	
6 FEBRUARY 2018	6th Jehnwy 2018
Date	Date
	D.M.R. L

ePlan Sheet 3 of 3 Sheets

Plan:

DP1238469

Plan of Subdivision of Lot 101 DP 1229914, Lot 9 DP 593517 and Lots 22 & 23 DP 255616 Covered by Subdivision Certificate No. 11557, 27.18 7.2.18

SIGNATURES AND SEALS

Signed on behalf of The Hills Shire Council by its authorised delegate pursuant to s.377 Local Government Act 1993

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

Signature of Delegate

Signature of Witness

Andrew Murray Braks.
Name of Delegate

Benjamin Hackins
Name of Witness

C/- The Hills Shire Council 3 Columbia Court Baulkham Hills NSW 2153

REGISTERED



22.02.2018

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Full and free right leave liberty and licence for the transferee its auccessors and seeigns (being the Grown of a public or local authority constituted by Art of Parliament) its and their servants and all other persons authorised by it or those to act on its or their behalf -

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- (b) to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables, and
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- (d) to out or tris or lop trees branches and other growths or foliage exceeding eight foot in height which now or at any time hereafter may overlang encrosed or be in or on the servient tenerant and which may or may be likely to interfere with any right leave liberty or licence granted horounder.

And the transferor each hereby for himself his executors administrators and assigns as owner or owners for the time being of the servient tenement covenant with the maid transfered its said successors and assigns that he or they will not -

- (a) do or knowingly suffer to be done may not or thing which may interfere with injure demage or destroy the suid mains whren cables towers poles or annolliary works or any of these or obstruct prevent or interfere with the free flow of electricity through and along the said transmission mains whree and cables, and
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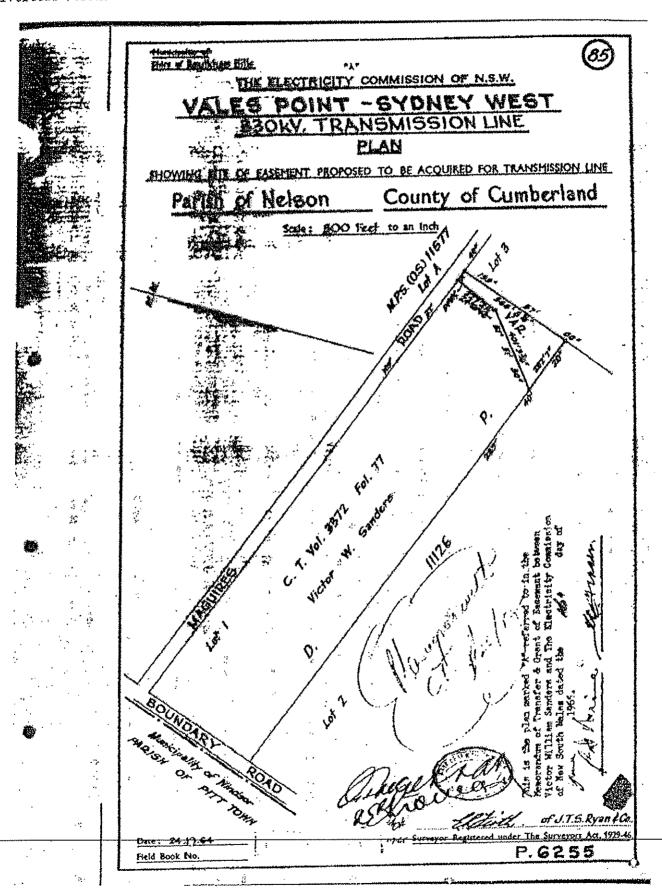
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† N.H.—Sertion 111 requires that the above Certificate be signed by each Transferon or his Solicitor or Conveyancer, and renders any person labely or negligently certifying liable to a persist of CS; also to deseage recoverable by partial injuried. Acceptance by the Bolicitor or Conveyancer (who must sign his own cance, and cost that of the Gray) is permitted only when the signature of the Transferon canced be obtained eithout difficulty, and when the nitrogeness recoverable by partial definition of the control to instrument does not impose a liability of the party falling under 11. When the insertument contains some synthetic sourcement by the Transferon or is confered to a morning, one confirmed to Lane, the Transferon must accept personally.

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- to erect construct place repair renew maintain use and remove overhead electricity transmission mains wires cables towers poles and encillary works for the transmission of electricity and for purposes incidented thereto through in and along the land shown "VAR." on the plan annoved hereto and marked "A" which percel of land is hereinafter referred to as "the servient tenement", and (a)
- to cause or pormit electricity to flow or be transmitted through and along the suid transmission mains when and cables, and (b)
- with or without horses vehicles plant and equipment to enter and be in the soundest tenescut for the purpose of exercising any rights granted to it or then hereunder, and (0)
- to cut or trim or lop trees branches and other growths or foliage exceeding eight feet in height which now or at any time hereafter may overhang encreach or be in or on the servient tenement and which may or may be likely to interfere with any right leave liberty or licence (a) granted herounder.

And the transferor doth hereby for himself his executors administrators and assigns as omer or owners for the time being of the servient tenement covenant with the said transferes its suid successors and assigns that he or they will not -

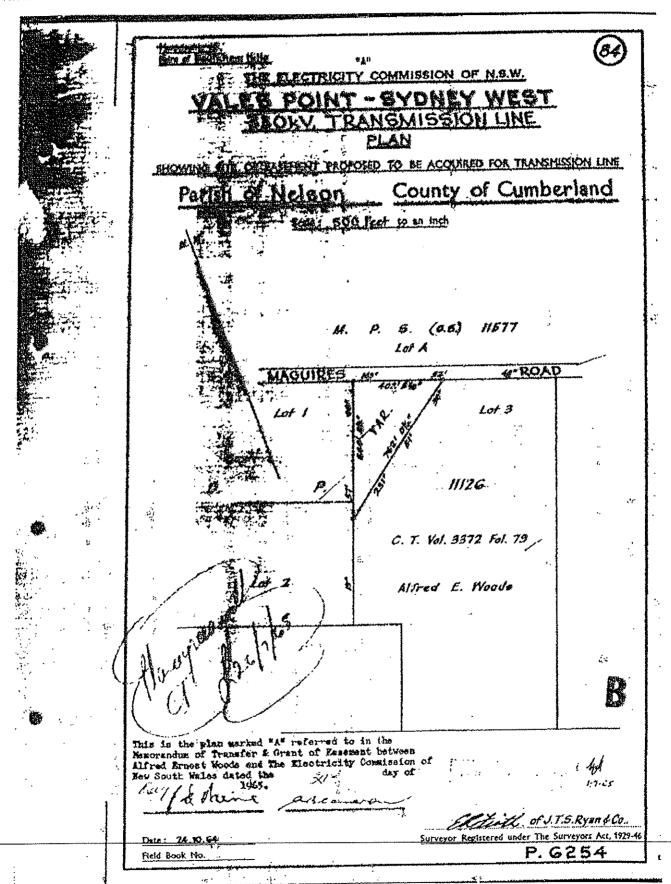
- do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains whree cubics towers poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through and along the said transmission meins wires and mebles, and
- erect or place or permit the erection or placing in or on the sorvient tenement of any building structure plant or apparatus without the permission in writing of the said transferen its said successors or assigns. (b)

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No	LODGED BY THE ELECTRICITY COMMISSION OF NEW SOUTH VALES 1 Castlereagh Street, Sydney 20331 Ext. 6172
EEES. The Pecs, which am payable on beignesses, are as indicate:— (e) 12 lbs. Oil where the necessarium of transfer is sociompanied by the relevant Certification of Title or Cours Transfer elisarium it. Where such instrument is to be endouned on more than one follows of the register, as additional charge of Se. Is made for every Certificate of Title or Crown Creat after the first. (b) A supplementary change of it is made in each of the following:— (ii) A supplementary change of it is made in each of the following:— (iii) A new resonance is created; or (iii) A partial discharge of manifesto is sendented on the transfer.	DOCUMENTS LODGED HEREWITH. To be filed in by period todging dealing.
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Faced (in S.D) by 126/7. 00 00 8 1965 Bigned by at 12 Aprel Registrar-Gonorali	
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Req:R340748 /Doc:DL 0745530 /Rev:25-Feb-2010 /Sts:OK.SC /Pgs:ALL /Prt:10-Mar-2017 15:42 /Seq:1 of 3 Ref: 17620025 /Sro:M 97-11R REQUEST Real Property Act 1900 (A) STAMP DUTY Office of State Revenue use only If applicable. (B) TITLE Show no more than 20. SEE SCHEDULE (C) REGISTERED DEALING SEE SCHEDULE If applicable. (D) LODGED BY Dealing Code L.T.O. Box Name, Address or DX and Telephone PETER HOPLEY 9 MARTIN STREET 1170R ROSELANDS, NSW, 2196 REFERENCE (max 15 characters): THE NEW SOUTH WALES ELECTRICITY TRANSMISSION (E) APPLICANT AUTHORITY REQUESTS: (F) REQUEST The Registrar - General pursuant to Section 46C of the Real Property Act 1900, to record the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue

of Clause 4 (1) of Schedule 2 to the Electricity Transmission

Authority Act, 1994.

PETER HOPLEY
Authorised Agent of
New South Wales Electricity
Transmission Authority



Req:R340748 /Doc:DL 0745530 /Rev:25-Feb-2010 /Sts:OK.SC /Pgs:ALL /Prt:10-Mar-2017 15:42 /Seq:2 of 3 Ref:17620025 /Src:M

VALES POINT - SYDNEY WEST 330 KV TRANSMISSION LINE

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71	P6241	A TOJ	DP 88605	ATUO CONSOL. 7197 - 250	TRANSFER and GRANT	J983248	pt.Y.
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74	P6244	LOT 110	DP 717698	FT (10 / 717698	GRANT of EASEMENT	BOOK 2788 NO 798	82
75	P6245	LOT 4	DP 580445	FI 4 / 580445	GRANT of EASEMENT	BOOK 2837 NO 1	7 ~
76	P6246	LOT 2	DP 224735	FI 2 / 224735	TRANSFER and GRANT	K135449 BOOK 2759	εV
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84	P6254	LOT 3	DP 11126	FI 3 / 11126	TRANSFER and GRANT	K35191	EŦ
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86	P6256	LOT 2	DP 11126	FI 2 / 11126	TRANSFER and GRANT	K160119	Ex
87	P6257	LOT 1	DP 207750	FI 1 / 207750	R.GG 23.7.1965 NO 95 FOL. 2373	K149224	P.P

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(G)	STANDARD	EXECUTION
	ified correct for the purposes of the Real Property Act 1900. cd in my presence by the Applicant who is personally known	
4 NO	Slegabeth control Signature of Witness ELIZABETH MITCHELL Name of Witness (BLOCK LETTERS) RTH LIVERPOOL ROAD, HECKENBERG, NSW, 2168	Pavar Hoolan
•	Address of Witness	Signature of Applicant Authorised Agent of New South Wales Electricity Transmission Authority
	EXECUTION INCLUDING S	STATUTORY DECLARATION
		ne to be true and by virtue of the Oaths Act 1900, and I certify to the Oaths Act 1900.
		in the presence

Signature of Applicant

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

K 149224

conveyancing act, 1919-1934 flux. REAL PROPERTY ACT, 1900 / 2

31,10-10-0

his seal

Notice of Resumption of Land subject to the provisions of Real Property Act, 1900

1. JOHN WALTER HENRY State Crown Solicitor's DO HEREBY CERTIFY that the copy Cazette Notification hereunto annexed is a true copy of the Cazette Notification contained in the Covernment Cazette of the Twentythird day of July one thousand nine hundred an easement or right to use the surface and the suppoil of undersurface of and sixtyfive declaring that the landstherein described, being the land mentioned in the Schedule

thereunder written has been resumed. AND I RECUEST that you will deal with and rive effect to all the action of the schedule hereinder with and rive of schedule as the land mentioned in the schedule hereinder with and the schedule said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed

under the Real Property Act, 1900, and I, the said JOHN WALFER HENRY
HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900.
AND I FURTHER CERTIFY that I was appointed by writing dated the Second day

one thousand nine hundred and sixtyfour under his
by THE MINISTER FOR PUBLIC WORKS

to sign this Certificate on behalf of the said MINISTER and that I have received no notice or information of the revocation of such appointment.

· SCHEDULE

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Pt.	Lot 1	,	Deposited Flam 207750	PART C.T.	9381	• 94	7
	Bein	the land d	clineated in the plan an	nexed hereto mark	eđ "B"		
Pt.	1and : , 5270	n R.P.A.	Nelson Cumberland	PART C.T.	9996/	5.	
	Bein	the land d	lineated in the plan an	nexed hereto mark	eg «Cu		•
ann) Pi#t:Town Cumberland	PART O.T.	5738 √	47	r
; }	Bein	the land d	lineated in the plan an	nexed hereto mark	ec vD#		•
Pt.	Lot 5		Deposited Plan 32307	PART C.T.	9374 /	76	-
	Bei:	ng the land	solineated in the plan s	nnexed hereto mar	ked *E"		
	1			<u> </u>	,	l	

~DATED this

day of

in the year of Our Lord

one thousand nine hundred and sixty-

' SIGNED by the said

in the presence of

THE RECISTRAD GENERAL SMINEY.

73177 2.63 Y. C. N. Blight, Garetonian Printer

SCI	SCHÖDULI		E	5 (Contd		
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• •			SCREDULE (CORTA,	,	0.50	
	Lot	t Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Polto
	Pt.	Lot 11 .	Deposited Plan 323	07 PART C.T.	9374/	B2 /
	·	Being the land	delineated in the plan	unnexed hereto marked	ube	
/	Pt.	Lot 12	Deposited Plan 323	O7 PART O.T.	9374	83 🔨
	•	Being the land	delineated in the plan	annexed hereto marked	пСн	
1	Pt.	Lot 5	Deposited Plan 237	27 PART C.T. }	9126 x /	190 <u>A</u> 190 B
		Being the land	delineated in the plan	a annexed hereto marke	đ ii Bii	
1	Pt.	Lot 8	Deposited Plan 237	27 PART C.T.	6477.	105
. ,		Being the land	delineated in the plan	annexed hereto marked	njn .	PRIT
/	Ft.	Lot 4	Deposited Plan 237	PART O.T.	6470 V	100
		Being the land	delineated in the plan	i annexed hereto marke	g #K#	. 1.36
<i>(</i>)	Pt.	Lot 5	Deposited Plan 2869	PART C.T.	9937	39.€
	Pt.	Lot 33	Deposited Plan 2750	9 PART C.T.	9281/	235 A
		Being the land	lelineated in plan lode	sed with Dealing K. 11	6751 /	
	Pt.	Lots 79, 80 and)	Deposited Plan 2750	PART C.T. PART C.T. PART C.T.	7580. 7580. 7580. 7580. √	245 246 247
		Being the land	delineated in the pla	in annexed hereto mark	ed "K"	
	Pŧ.	Lot 28	Deposited Flan 275	og part o.t.	9595	104 8 %
	•	Being the land d	elineated in plan anne	xed hereto marked "N"	,	· · · · · · · · · · · · · · · · · · ·
	Pt.	Lot 27	Deposited Flan 2750		9038 🗸	47
		Being the land	delinested in the plan	annexed hereto marke	đ "O"	
	Pt.	Dot 26	Deposited Plan 2750	9 PART C.T.	9712	36 🔨 🗓
		Being the land d	elinested in the plan	annexed hereto marked		
	Pt. 1	Lot j	Deposited Plan 2210	76 PART C.T.	9592 /	_123 <i>9</i> 5
	•	Being the land	delineated in the plan	annexed hereto marked		
		iot 236	Deposited Plan 9969		9142	118
	Pt. I	ots 237 and 238 Peing the land	n u 9969 Jelincated in the plan	PART O.T. annexed hereto marked	z 5202 *	1017
	Pt. I	ots 95,96 and 97	Derovited Plan 2054		3234 🗸	81
	•	Being the land	delineated in the plan	annexed hereto marked	l a şa	
	Pt. I	ot 101	Deposited Plan 2054	•	5009 √.	179/
		Being the land	iclineated in the plan	annexed hereto marked	r r r r	Thermonisters, a
						,

A Now part of Vol. 10094 Id. 178 25 regards lat by in D. P. 27.93.5.

Vide pri OF 545547

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Req:R340747 /Doc:DL K149224 /Rev:23-Sep-1998 /Sts:BS.OK /Pgs:ALL /Prt:10-Mar-2017 15:42 /Seq:3 of 29 Ref:17620025 /Src:M

SCHEDULE (Contd.)

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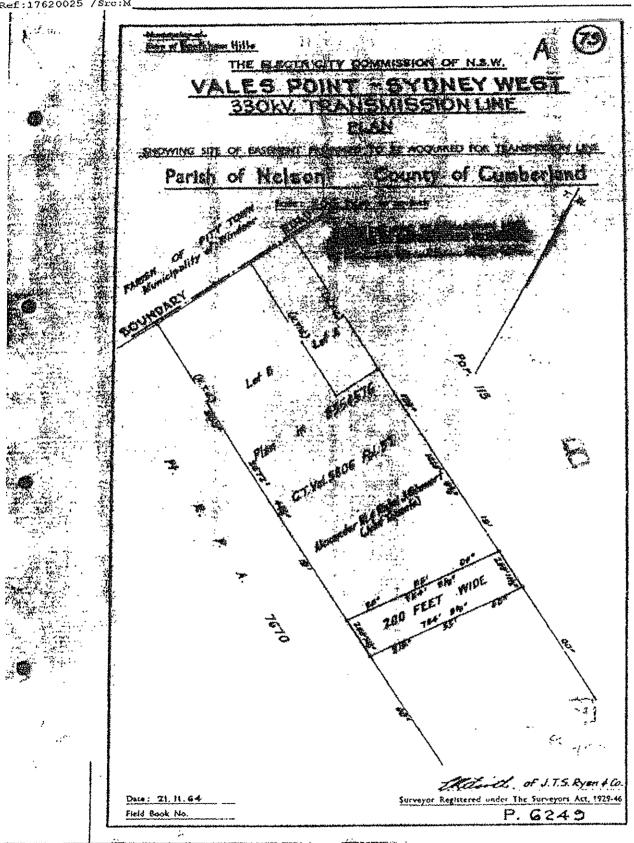
Lot	Section		ed Plan or of Estate	Part or Whole	Yolume	Fol10
/Pt. Lot A in sunexed to 1 No. H. 70012	Dealing }	Parish Melville	County Ownberland	PART C.T.)	8101 8101	8/1/5
Pt. Pot. 186		elineated i	la plan annexed Cumberland	heretomiked PART C.T.	7793/	43
Being	the land de	lineated in	n plan annexed	hereto marked	нγи	

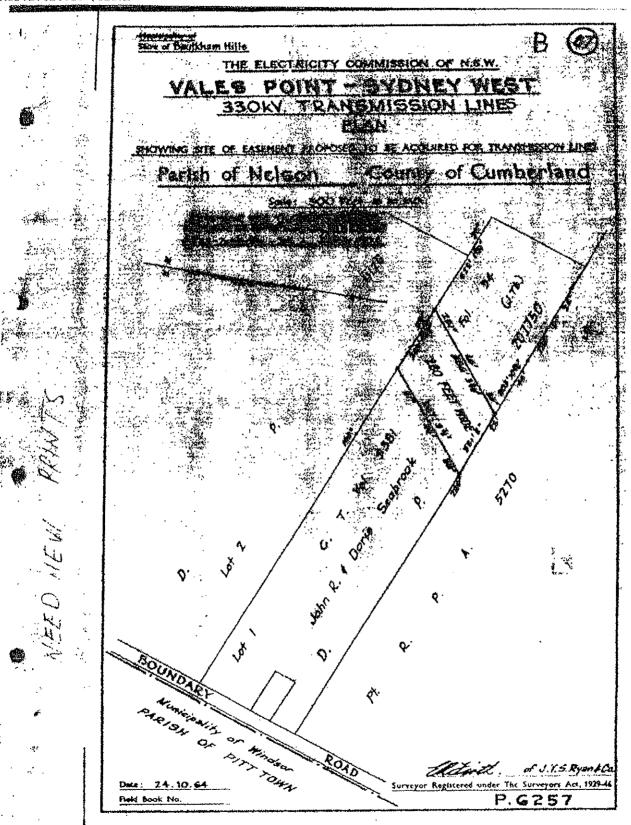
Dated this 284 day of October in the year of Our Lord One thousand nine hundred and sixtyfive.

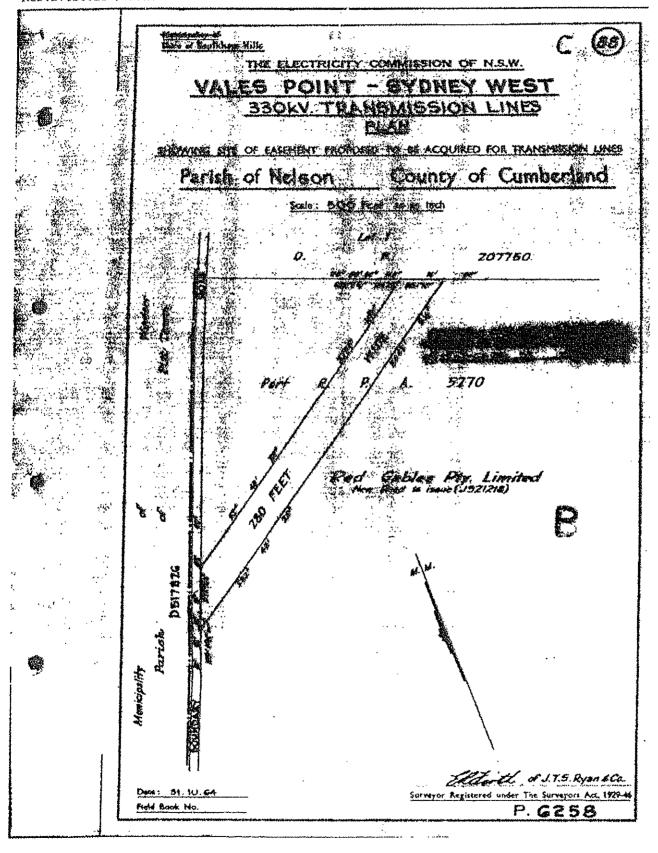
BIGNED by the said JOHN WALTER

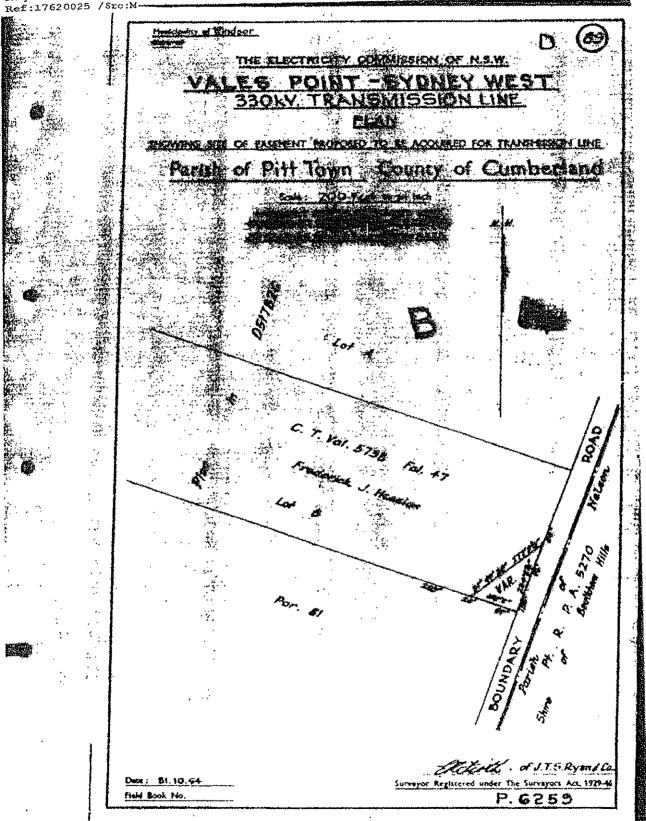
HENRY in the presence of:

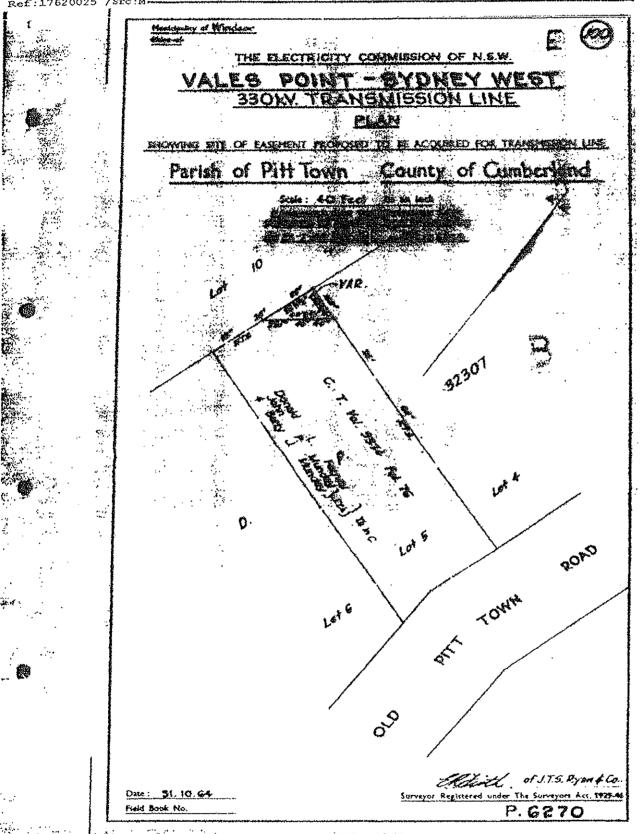
The Registrar General, SYDNEY.

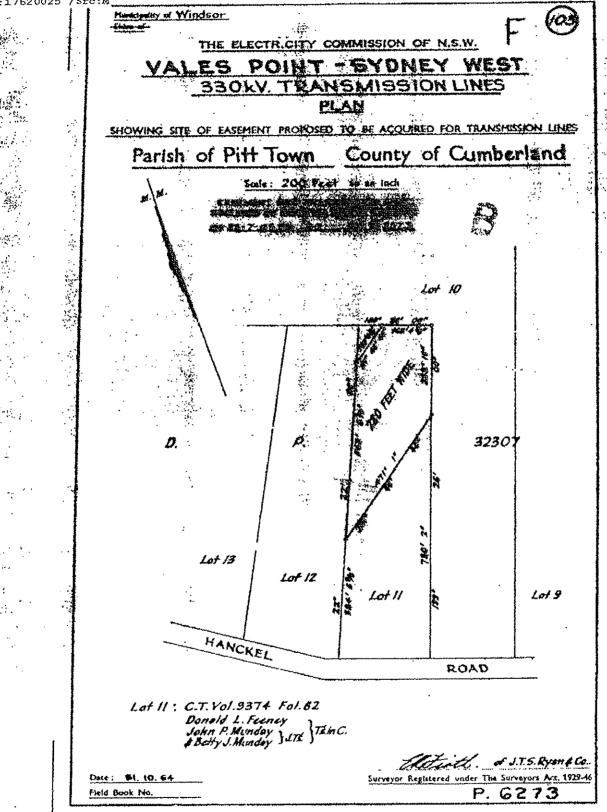


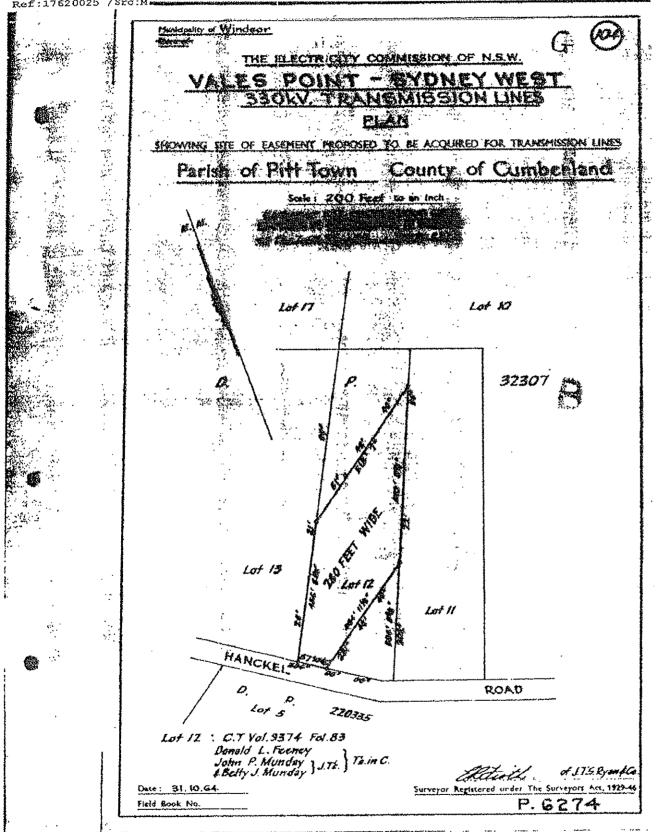




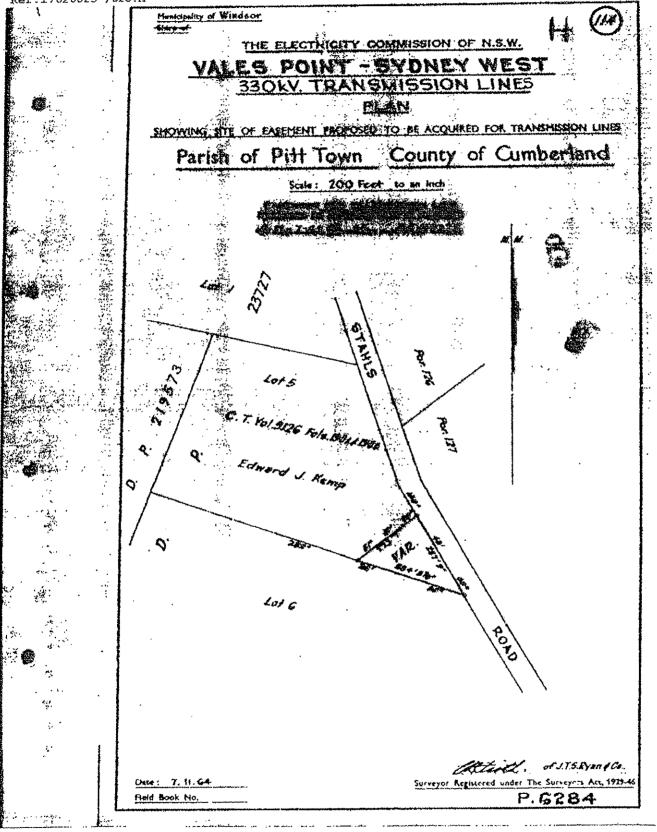




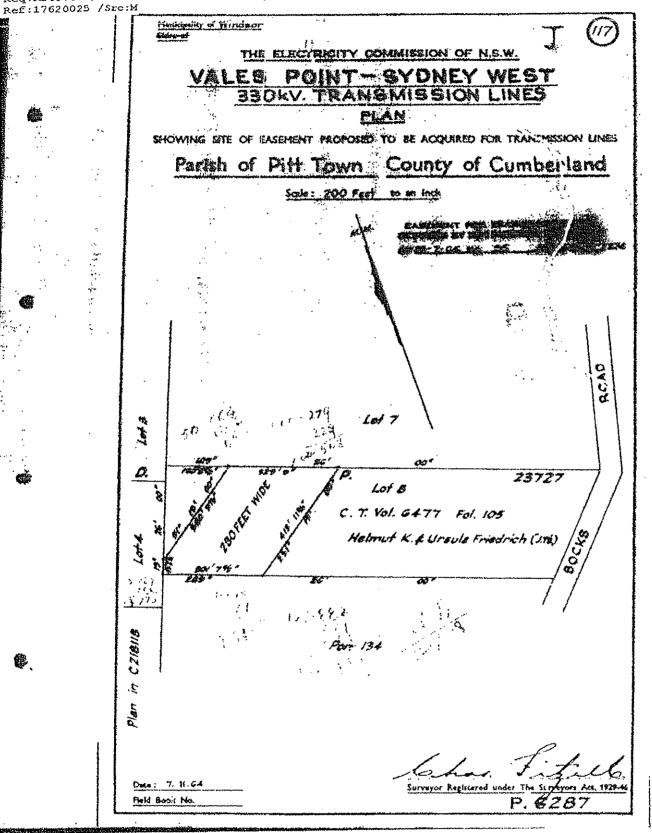


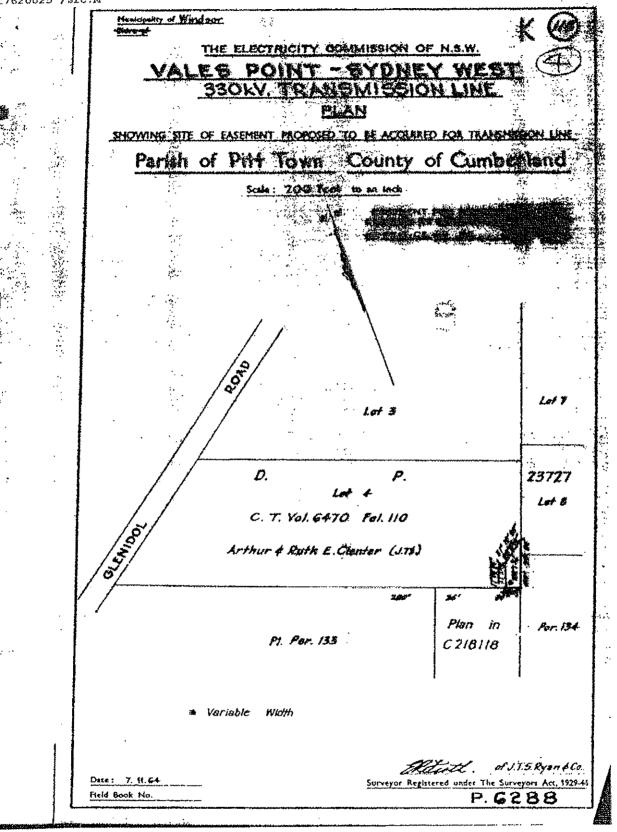


Req:R340747 /Doc:DL K149224 /Rev:23-Sep-1998 /Sts:BS.OK /Pgs:ALL /Prt:10-Mar-2017 15:42 /Seq:11 of 29 Ref:17620025 /Src:M

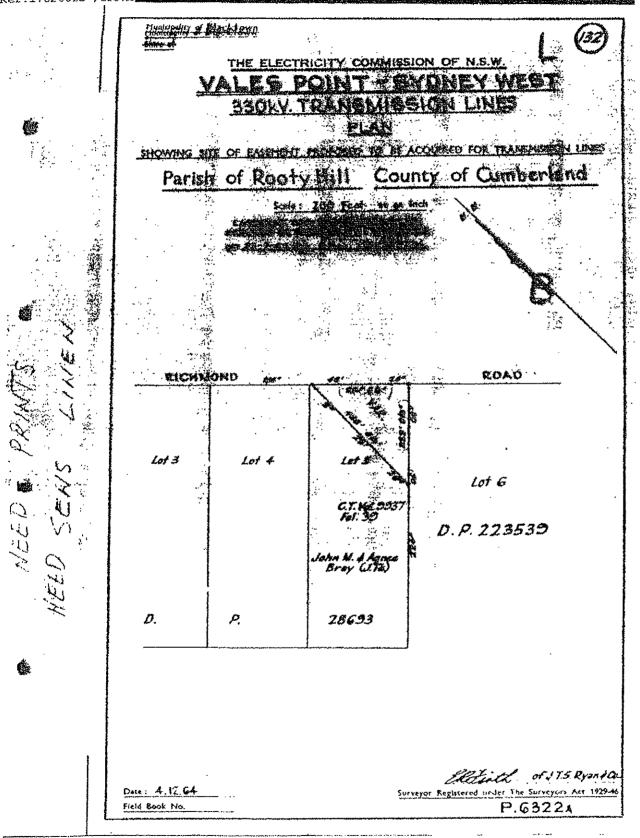


Req:R340747 /Doc:DL K149224 /Rev:23-Sep-1998 /Sts:BS.OK /Pgs:ALL /Prt:10-Mar-2017 15:42 /Seq:12 of 29





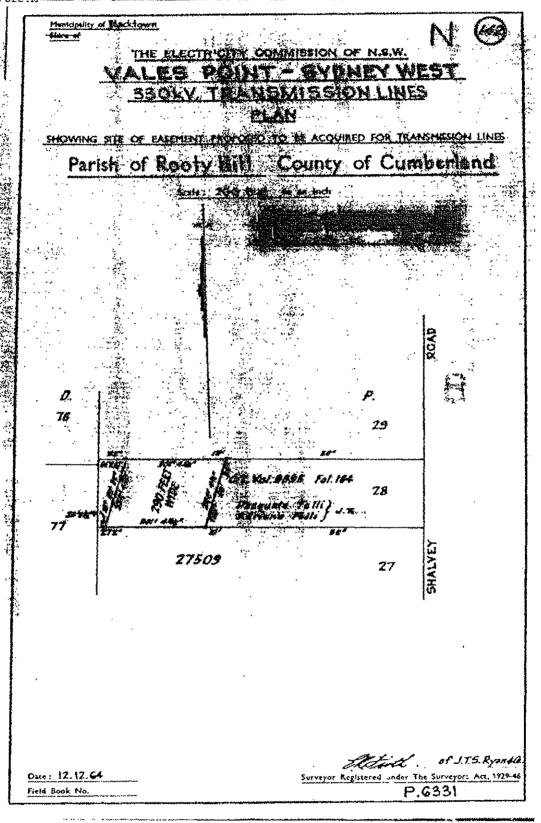
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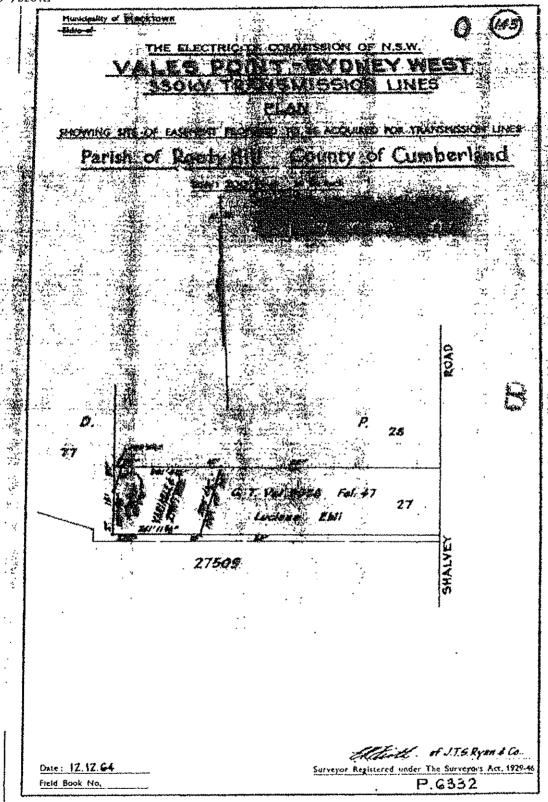
Musicipalcy of Blackfown THE ELECTRICITY VALES POINT 330kV. TRA SHOWING SITE OF EASEMENT PROPOS Parish of Rooty Hil Scale: 200 F 82 D. 80 JEMulligan (Rep. onn.) F. Stelini (Repond) C. T. Vo. 3740 Fo. 16 78 Vladimir Kubelka & 290 FEET WIDE Date: 12.12.C4 Field Book No.

Req:R340747 /Doc:DL K149224 /Rev:23-Sep-1998 /Sts:BS.OK /Pgs:ALL /Prt:10-Mar-2017 15:42 /Seq:16 of 29 Ref:17620025 /Src:M

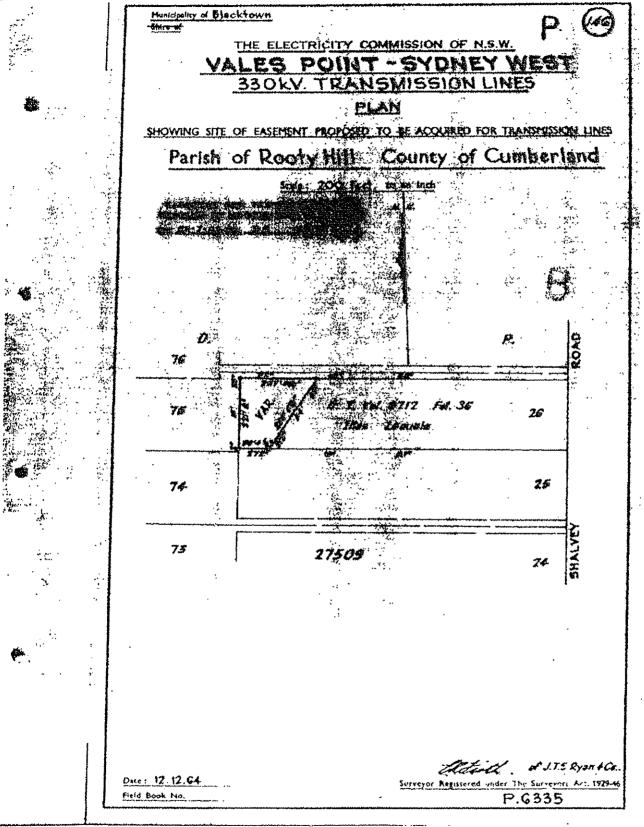
COMMISSION O	F N.S.W.	<u>, , , , , , , , , , , , , , , , , , , </u>		NA (40)
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County o	of Cumberlan	d	i de la companya de l	
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				SJTE Ryan &C
			Surveyor Registered unife	The Surveyon Act, 1975-4
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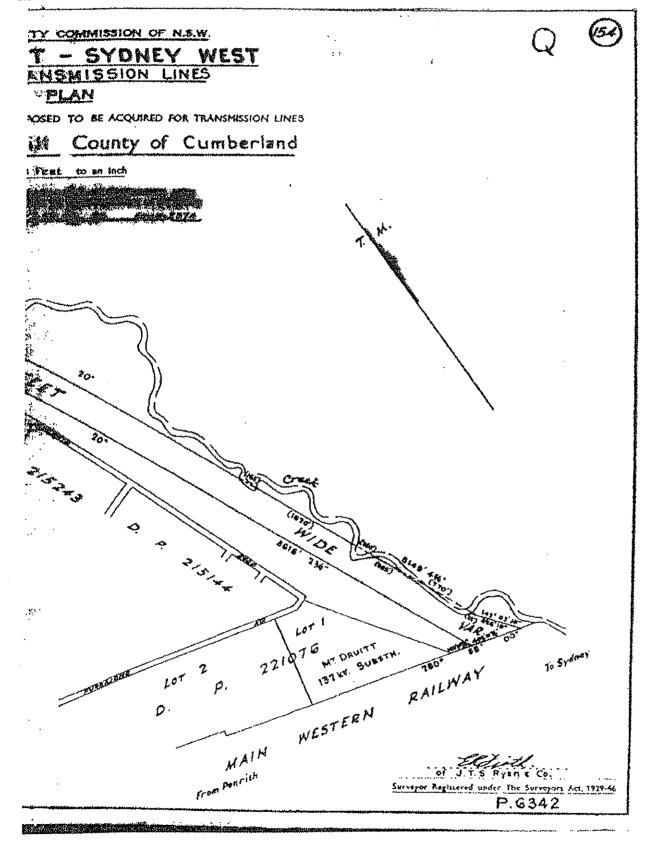


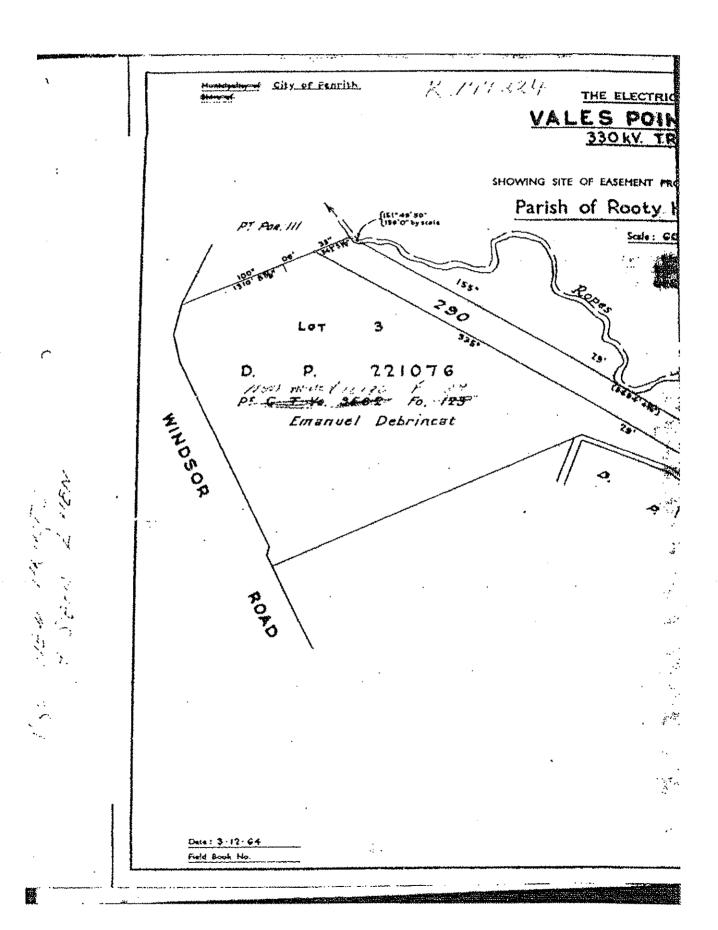
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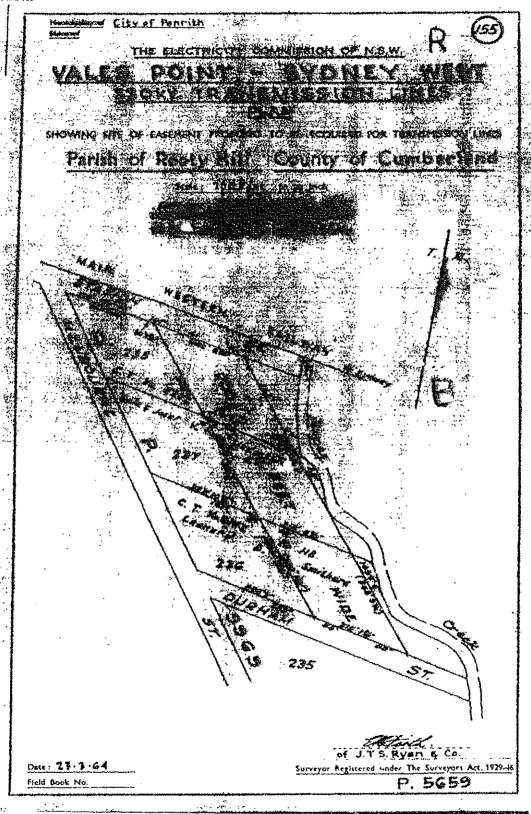


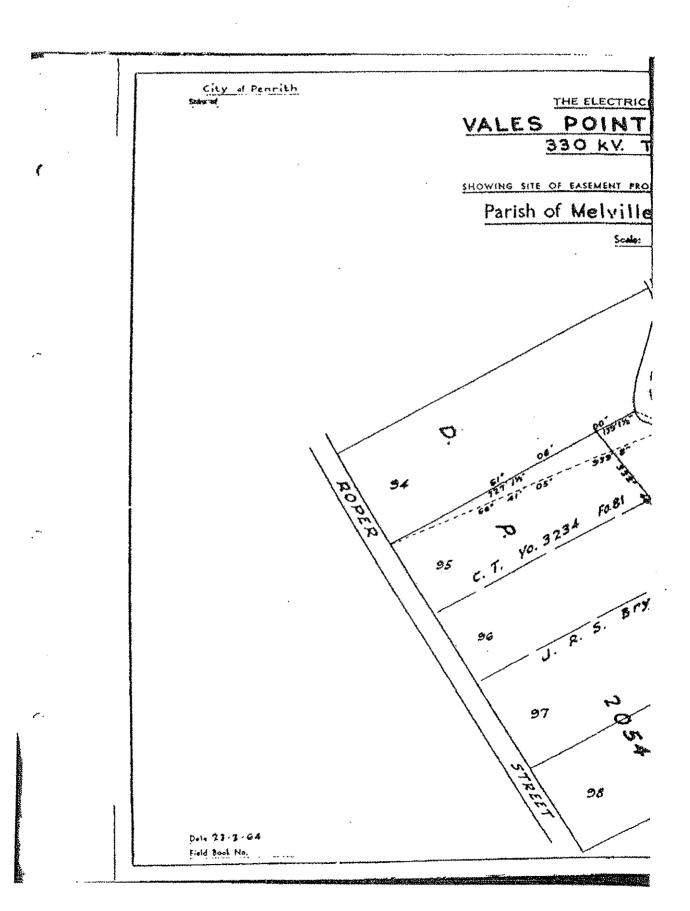
Req:R340747 /Doc:DL K149224 /Rev:23-Sep-1998 /Sts:BS.OK /Pgs:ALL /Prt:10-Mar-2017 15:42 /Seq:19 of 29 Ref:17620025 /Src:M



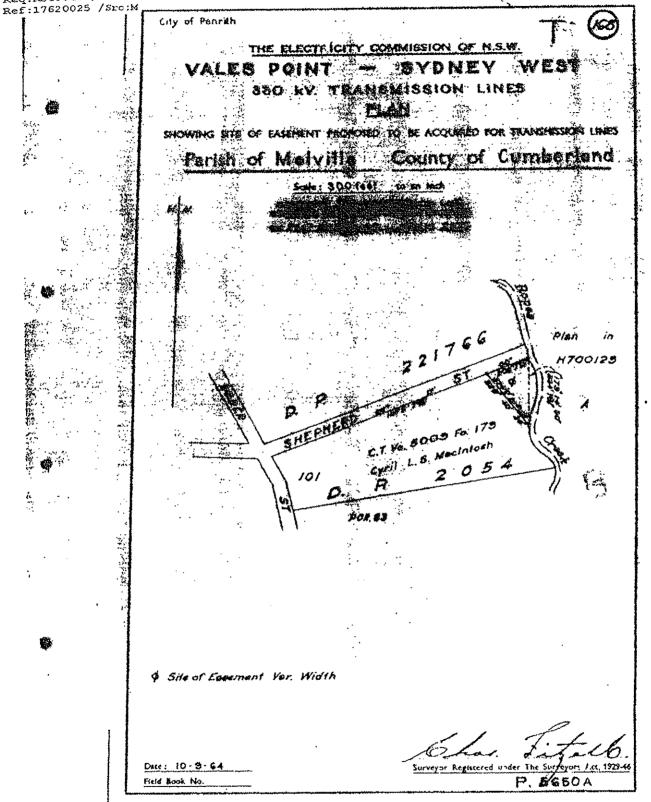


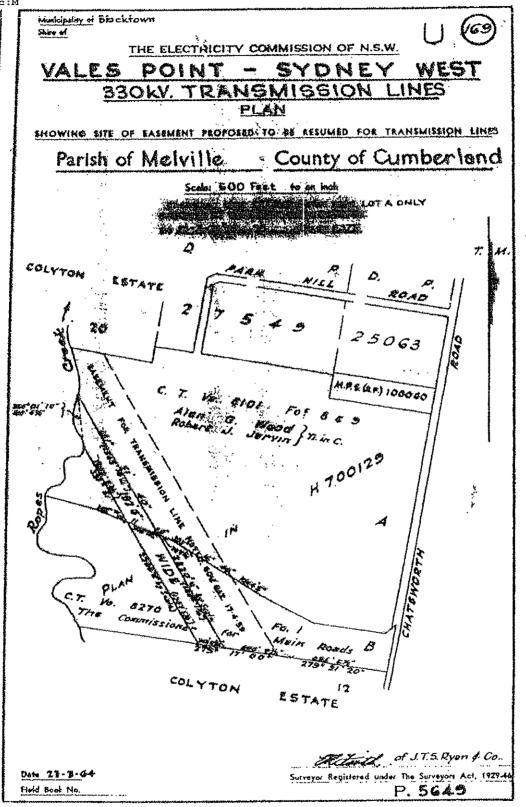






Req:R340747 /Doc:DL K149224 /Rev:23-Sep-1998 /Sts:BS.OK /Pgs:ALL /Prt:10-Mar-2017 15:42 /Seq:25 of 29





Req:R340747 /Doc:DL K149224 /Rev:23-Sep-1998 /Sts:BS.OK /Pgs:ALL /Prt:10-Mar-2017 15:42 /Seq:27 of 29 Ref:17620025 /Src:M Store of Baselkinem Hills SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE County of Cumberland 203

Centraline of transmission line shown thus forms centraline of essement 200 feet wide.

Date: 13-2-65
Field Book No.

of J. T. S. Ryan 4 Co Surveyor Registered under The Surveyors Act. 1929-46

P. 6399

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south-eastern ride of Shepherd Street at a point bearing 67 degrees 13 minutes distant 1,072 feet 78 inches from the westernmost corner of the said by 101; and bounded thanks on the north-west by that side of that afrect beeding 67 degrees 13 minutes 205 feet 74 inches to the left bank of Ropes Creek, generally on the east by that bank of that creek opposited a point which became 179 degrees 14 minutes 30 eccents 124 feet 15 inches from the last described point; and on how the last described point; and on how the last described point; and on how the possession of Cyrill L. S. Maclatoti (P. 5,650A) (168).

Also, all that nices or parcel of land situate in the Musi-

teet to the point of commencement,—and said to be in the possession of Cyril L. S. Machotoh (P. 5.650A) (168).

Also, all that piece or parcel of land allunte in the Muolicitality of Brackrown, parish of Melville and county of Comberland, bring part of lot A in plan nanexed to dealing M. 170, 129: Commenting on the south-western boundary of the said to A at a point bearing 123 degrees 11 minutes 50 seconds distant 76 feet 34 incites from the ungle formed that boundary by times bearing 293 degrees 11 minutes 50 accords and 293 degrees 11 minutes 50 accords and 293 degrees 11 minutes 50 accords and 293 degrees 11 minutes 50 accords 308 feet 13 inches paring 293 degrees 11 minutes 50 accords 308 feet 14 inches; again on this outle-west by u line bearing 331 degrees 31 minutes 40 seconds 852 feet 64 inches to the sight bank of that creck downwards to a point which bear 514 degrees i minute 10 seconds 510 feet 4 inches from the bank of that creck downwards to a point which bear 514 degrees 51 minutes 40 seconds 130 feet 4 inches from the last described point; and on the north-case by a line bearing 151 degrees 51 minutes 40 seconds 1,565 feet 101 inches to the point of commencement,—and and to be in the possession of A. G. Wood and R. S. Jarvin (P. 5,649) (169).

Also, all that piece or parcel of land elitate in the Shite

of A. G. Wood and R. F. Jarvin (P. 5,649) (169).

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being that part of pottion 180 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the routh-western boundary of the said portion at a point distant 1,234 links south-ensistly from its westernmost corner and beers north-ensistly through the north-ensistent boundary of the aforestal portion at a point distant 1,213 links south-easterly from its northermost corner, and said to be in the possession of Collin H. Burke (P. 6,385) (174).

6,888 (174).

Also, all that piece or parcel of land situate at had inforcated, being that part of portion 147 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersect the north-eastern boundary of the said portion 107 at a point distant 4,310 links south-easterly from the northeatment corner of that portion and bears south-vesterly through a point og the south-western boundary of that portion distant 4,324 links south-easterly from the westernmost corner of that portion and said to be in the possession of Berthold Wonsch (B. 6,389) (175).

of Berthold Wonsch (B. 6,389) (175).

Also, oil that piece or parcel of land situate in the Shire of Boulkhaot Hills, perish of Muroato and county of Cumber-land, being that part of partian 185 lying within strips of lend 100 feet wide on both sides of the centre line of the transmission line which interfects the generally south-western boundary of the said portion of a point diatan 923.3 links measured slong that boundary from the southernmost corner of that punitoh and bears north-existent through its northern houndary in a point distant 19 links westerly from the north-castert corner of the aforesaid portion,—and stid to be in the punitors and factorsaid portion,—and stid to be in the

Also, all this piece of parcel of lund situate at last aforesaid being that part of portion 205 tying within strips of issued 100 feet wide on both sides of the ectors line of the transmission line which intersects the southern boundary of the said portion at a point distant 7.55 links easierly from its south-western corner and bears dorth-caterly through the projects boundary of that portical at a point distant 1,642 links easierly from the northern boundary of that portical at point distant 1,642 links easierly from the north-western corner of the aforesaid portion,—and said to be in the possession of Sidney 1, Douglass (P. 6,402) (188).

(P. £,402) (188).

Also, all that piece or parcel of land situate at less afteresaid being that part of portion 96 lying within strips of land 109 feet wide on both sides of the centre line of the transmission in a point distant 44 links westerly from it south-catter corner and bears north-easterly through the southeramous eastern boundary of the said portion at a point distant 176 links northerly from the aforesaid south-restern corner—and said to be in the possession of Rarold V. J. Floyd (P. 6,403) (189).

Also, all that piece or parcel of land altonic in the Shire of Horratty, preish of Frederick and count: of Cumberland, being that part of poetion 126 lying within strips of tond 100 feet wide on both sides of the contre time of the transmission line which intersects the generally south-western boundary of the 13th partion ut a point which been 115 degrees 9 minutes distant 215 links from the angle formed in that boundary by lines bearing 297 degrees 21 minutes and 315 degrees 9 minutes and beats northerly through the couthern boundary of portion 125 at a point distant 113 links westerly from the postession of Brian 3, Dack (P. 6,407) (193).

possession of Brian I. Black (P. 6,407) (193).

Also, all that piece or parcel of land situs e as lext aforesaid being that part of portion 125 lying within strips of land 100 feet wide of those sides of the centre line of the transmission line which intersects the southern boundary of the said portion at a point distant 113 links westerly from the south-castera corner of that portion and bears northerly through its northern boundary at a point distant 130 links westerly from the north-castera corner of portion 125 aforesaid.—and said to be in the possession of Graham R. Hitchrock (P. 6,408) (194).

Also, all that piece as parcel of land situate as last aforecastly being that part of portion 116 lying within strips of lead 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the saily portion at a point distant 2,176 links westerly from its southernstern corner and bears nucleify through the post-ser boundary of the said portion at a point distant 2,136 links westerly from the north-eastern certact of that portion,—and said to be in the postession of Roger Charles that (P. 6 413) (199).

the possession of Roger Cabres that (P. 6-813) (1999).

And also, sli that place or parcel of lord situate as last aforesaid being that part of portion 83 fying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said portion at a point distant 2.88 links southerly from its north-eastern corner and trans north-eastern corner and trans north-eastern through the surthern houndary of the said portion at a point distant 94 links westerly from the north-eastern corner of that portion,—and said to be in the possession of Ronald 1., Weaver (P. 6.415) (201) (File 23.070, Schedole 69).

Sydney: V. U. N. Blight, Contrament Printer 1901

This is the copy Cazette Notification referred to in the annexed Certificate.

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Justant

Req:R340747 /Doc:DL K149224 /Rev:23-Sep-1998 /Sts:BS.OK /Pgs:ALL /Prt:10-Mar-2017 15:42 /Seq:29 of 29 Ref:17620025 /Src:M

	No. IX 149224	Lope	State Cro	nyn Solicitor. Macquaric Stree	ct,	•
	NOTICE OF RESUMPTION	A Agricus		. •	; ;	®
	re flam. A, B, C, D, E, E G. H. J. H, O, P, R, S, V.	K.	-		· :	
	Good w Sta. "	Kinhkl.			;	
• • • • • •	re plan U peried a Sols re plan with T. K 116751 Rued w SDB	any or				; ;
· 1	Particulars entered in Register Rook 1'cl. 52-2 for the 24 day of farmon, 1966 at 1 polock in the far nuon, Market Rook					•
	re flano T. Q. & M. Presed Liers	CIED A.			•	
	Particulars entered in Register Book,					
1	Vol.s 9937 .Fol.s 39 4 5009 477 10190 439 1780 431666	(2) A	1 E 25 C+4 15.	D STEENDAY	IN KBUSTAR	
	the 1444	1966 av	In Schedule II daw.	de Mero on	The pt house	
	day of July 19. Tat 5 minutes four	8534	81 -	91421	118	
	Local in the cefter noon.	5738 1 500 (3)	47 -3-7 110	93811	94 102	A
	Registrar-Cener	6477 V	105-	9595	104 31	7,0
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		90381 41261	47 E)	\$496 ·		

97-11R



REQUEST

Real Property Act 1900



(A)	STAMP	DUTY
	If applies	able.

Office of State Revenue use only

(B) TITLE

Show no more than 20.

SEE SCHEDULE

(C) REGISTERED DEALING If applicable.

SEE SCHEDULE

(D) LODGED BY

L.T.O. Box Name, Address or DX and Telephone Dealing Code

PETER HOPLEY
9 MARTIN STREET
ROSELANDS, NSW, 2196

REFERENCE (max 15 characters):

(E) APPLICANT

THE NEW SOUTH WALES ELECTRICITY TRANSMISSION

AUTHORITY

(F) REQUEST

REQUESTS:

The Registrar - General pursuant to Section 46C of the Real Property Act 1900, to record the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Authority Act, 1994.

PETER HOPLEY
Authorised Agent of
New South Wales Electricity
Transmission Authority

CHECKED BY (office use only)

LT10 6170 sey

See

0767 470-

VALES POINT - SYDNEY WEST 330 KV TRANSMISSION LINE

INDEX	PLAN	 	TITLE & DESCR	IPTION		METHOD OF CREATION	DEALING
88	P6258	LOT 9	DP 593517	Fl	9 / 593517	R.GG 23.7.1965 NO 95 FOL. 2373 E 3.	K149224
		1,OT 10	DP 593517	171	10 / 593517	R.GG 23.7.1965 NO 95 FOL. 2373 &	K149224
		LOT 11	DP 593517	FI	11 / 593517	R.GG 23.7.1965 NO 95 FOL. 2373	K149224
		LOT 22	DP 255616	FI	22 / 255616	R.GG 23.7.1965 NO 95 FOL. 2373 & 8	K149224
		LOT 23	DP 255616	FI	23 / 255616	R.GG 23.7.1965 NO 95 FOL. 2373	K149224
		4-10T1	DP 740837	FI	1 / 740837	GRANT of EASEMENT	BOOK-2784 -NO.369
		6-LOT 1	DP 833105	FI_	1 / 833105	TRANSFER and GRANT	L691-115
		A LOT 3	DP 775765	FI_	3 / 775765	TRANSFER and GRANT	_K135449
		4	Registered -	767	45530.		
89	P6259	LOT 3	DP 581346	FI	3 / 581346	R.GG 23.7.1965 NO 95 FOL. 2373 を内	K149224
90	P6260	LOT 1	DP 242361	FI	1 / 242361	TRANSFER and GRANT	K35187
		LOT 2	DP 242361	Fl	2 / 242361	TRANSFER and GRANT とい	K35187
		LOT 3	DP 242361	FI	3 / 242361	TRANSFER and GRANT EM	K35187
		LOT 4	DP 242361	FI	4 / 242361	TRANSFER and GRANT (i)	K35187
91	P6261	LOT	DP 804225	FI	1 / 804225	TRANSFER and GRANT	K35186
		LOT 1	DP 569026	FI	1 / 569026	TRANSFER and GRANT	K35186
92	P6262	LOT 1	DP 804225	FI	i / 804225	TRANSFER and GRANT	K35182
93	P6263	LOT 3	DP 203283	FI	3 / 203283	TRANSFER and GRANT	K266587
94	P6264A	LOT 9	DP 246647	FI	9 / 246647	R.GG 13.10.1967 NO 110 FOL. 3723	դ K924687
95	P6265	LOT 5	DP 203283	FI	5 / 203283	R.GG 13.10.1967 NO 110 FOL. 3723	K924687
96	P6266	LOT	DP 32307	FI	1 / 32307	R.GG 13.10.1967 NO 110 FOL. 3723	K924687

	<u> </u>	1					<u> </u>

442014 /Doc:DL 0767470 /Rev:24-F ls7wboxg /Src:P		, and the same same , so give on
3)	STANDARD EXECUTION	O 767470
Certified correct for the purposes of the Real Signed in my presence by the Applicant who	•	DATE 27th Movember 1995
Signature of Witness ELIZABETH MITCHELL Name of Witness (BLOCK LETTER 4 NORTH LIVERPOOL ROAD, HECKENBE Address of Witness	s) ERG, NSW, 2168	Signature of Applicant Authorised Agent of New South Wales Electricity
		Transmission Authority
I make this solemn declaration conscientions		DECLARATION and by virtue of the Oaths Act 1900, and I certify this
I make this solemn declaration conscientious Application correct for the purposes of the R	sty believing the same to be true a leat Property Act 1900. Made and	DECLARATION
I make this solemn declaration conscientious Application correct for the purposes of the R	sly believing the same to be true a leaf Property Act 1900. Made andon	DECLARATION and by virtue of the Oaths Act 1900, and I certify this

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN AI	DMINISTRATION SHEET Sheet 1 of 3 sheet(s)			
Registered: 23.8.2017 Office Use Only	Office Use Only			
	DP1229914			
Title System: TORRENS	DI 1220011			
Purpose: SUBDIVISION				
PLAN OF SUBDIVISION OF LOT 1 DP207750 AND LOTS 1 & 2 DP11126	LGA: THE HILLS			
LOT I DI 201100 AND LOTO I Q 2 DI TITA	Locality: MARAYLYA			
	Parish: NELSON			
	County: CUMBERLAND			
Crown Lands NSW/Western Lands Office Approval	Survey Certificate			
I,(Authorised Officer) in	I, GLENN BEASLEY			
approving this plan certify that all necessary approvats in regard to the allocation of the land shown herein have been given.	of PROUST & GARDNER CONSULTING PTY LTD			
Signature:	a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:			
Date:	*(a) The land shown in the plan was surveyed in accordance with the			
File Number:	Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 5/5/2017			
Office	*(b) The part of the land shown in the plan (*being/*excluding ^			
Subdivision Certificate I, ANDREW MURRAY BROOKS *Authorised Person/*General Manager/*Aeerodited Certifier, certify that	was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.			
the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed	*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.			
subdivision, new road or reserve set out herein. Signature: 4:M: 2 - 4:	Signature: 10mm Bearling Dated: 12/7/2017			
	Surveyor ID: 446			
Consent Authority: The Hills Shice Council	Datum Line: 'X' 'Y'			
Consent Authority: The Hills Shice Council Date of endorsement: 8.8.17	Type: *Urban/*R ural			
Subdivision Certificate number: 11973.	The terrain is *Level-Undulating / *Steep-Mountainous.			
File number: 511/2017/ZB , 8.18.5C	*Strike through if inapplicable.			
*Strike through if inapplicable.	^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			
Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire/resume land.	Plans used in the preparation of survey/compilation.			
It is intended to dedicate the Road Widening 12.5m ² to the Public as Public Road	DP207750 DP846531 DP712547 DP11126 DP566151 DP31991 DP782360 CP 21595-1603 DP593517 DP161577 CP157-2030 DP255616 DP564211			
	If space is insufficient continue on PLAN FORM 6A			
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 23273 - SUB I1			

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



23.8.2017

Office Use Only

Office Use Only

DP1229914

PLAN OF SUBDIVISION OF LOT 1 DP207750 AND LOTS 1 & 2 DP11126

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

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

Date of Endorsement: of the

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

1. POSITIVE COVENANT

Subdivision Certificate number:

STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23273 - SUB I1

PLAN FORM 6A (2012) WARNING: Creasing or 1	olding will lead to rejection ePlan
DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 3 of 3 sheet(s)
Office Use Only 23.8.2017	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 DP207750 AND LOTS 1 & 2 DP11126	DP1229914
Subdivision Certificate number: 11478.	This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1
Date of Endorsement: 8.8.17	of the administration sheets.
SIGNATURE:	S AND SEALS
Signed by EJCI Box Hill Pty Limited (ACN 604 981 286) by its attorney under Power of Attorney dated 1 MAY, 2015. Book 14686. No 459. who is personally known to me:	Carpenas
Signature of Witness	Signature of Attorney
MATTHEW JAMES SCARD	GEORGE TSEKOURAS
Name of Witness in full	Name of Attorney in full
642 GREAT WESTERN HMY, PENNIE HILL NSW Address of Witness 2145	By executing this document the Attorney states that the Attorney has received no notice of revocation of the Power of Attorney
9.8.2017	9 K AUG 2017
Date	Date

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23273 - SUB I1

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.

ePlan

Sheet 1 of 4 Sheets

Plan: DP1229914

Plan of Subdivision of Lot 1 DP 207750 and Lots 1 & 2 DP 11126

Covered by Subdivision Certificate No. 11479, 9.2.1つ

EJCI Box Hill Pty Limited PO Box 438 Pendle Hill NSW 2145

Full name and address of the owner of the Land:

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	Positive Covenant	Pt. 101 Designated (A)	The Hills Shire Council

PART 2 (Terms)

Terms of Positive Covenant firstly referred to in the abovementioned plan:

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietor the whole of the asset protection zone delineated (A) on the plan, including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

J.M. Rock.

Authorised Delegate - The Hills Shire Council

ePlan Sheet 2 of 4 Sheets

Plan: DP1229914

Plan of Subdivision of Lot 1 DP 207750 and Lots 1 & 2 DP 11126

Covered by Subdivision Certificate No. 11478,8.8.17

Name of authority empowered to release, vary or modify the terms of the Positive Covenant firstly referred to in the abovementioned plan:

The Hills Shire Council.

J.M. Zuch

ePlan Sheet 3 of 4 Sheets

Plan: DP1229914

Plan of Subdivision of Lot 1 DP 207750 and Lots 1 & 2 DP 11126

Covered by Subdivision Certificate No. 11478, 8.8.17

SIGNATURES AND SEALS

Date

Signed by EJCI Box Hill Pty Limited (ACN 604 981 286) by its attorney under Power of Attorney dated .1. MAY. 2015 Book 4.686. No .459. who is personally known to me:	Carpouras
Signature of Witness	Signature of Attorney
MATTHEW JAMES SCARD	VEORGE TSEKOUMS
Name of Witness in full	Name of Attorney in full
642 GREAT WESTERN HWY, PENDLE HILL, NSW Address of Witness 2145	By executing this document the Attorney states that the Attorney has received no notice of revocation of the Power of Attorney
9.8.2017	9th 1116 2017

Date

M.M. Book

Authorised Delegate - The Hills Shire Council

ePlan

Sheet 4 of 4 Sheets

Plan: DP1229914

Plan of Subdivision of Lot 1 DP 207750 and Lots 1 & 2 DP 11126

Covered by Subdivision Certificate No. 11478, 8.3.17

SIGNATURES AND SEALS

Signed on behalf of The Hills Shire Council by its authorised delegate pursuant to s.377 Local Government Act 1993

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

Signature of delegate

Signature of witness

Andrew Muriay Brooks.
Name of delegate

jamin Hawkins.

C/- The Hills Shire Council 3 Columbia Court Baulkham Hills NSW 2153



Req:R442016 /Doc:DL AN242636 /Rev:11-Apr-2018 /Sts:NO.OK /Pgs:ALL /Prt:16-Apr-2018 11:16 /Seq:1 of 7 Ref:pls7wboxg /Src:P

Form: 13RU Release: 3·1

RESTRICTION O THE USE OF LAN



New South Wales Section 88 Conveyancing Act 191!

AN242636X

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.N	TODDENS TITLE	F		1 /	
(A)	TORRENS TITLE	For the servi 3/11126	ient tenement and 11/1238469.		
(B)	LODGED BY	Document Collection Box	Name, Address or DX, Telep LLPN: 12300 Reference: 6 0 3 - 00 2		mber if any CODE RU
(C)	APPLICANT .	EJCI Box	Hill Pty Limited AB		
(D)	of a deed of cover and the registered	nant made on proprietor of	5 April 2018		ave a recording made in the Register ed proprietor of the servient tenement ed A
(E)			**************************************		
					ELIZABETH BODEN
					solicitor
F)	CONSENT NOT	APPLICABI	JE		the
	under	No.	, 1	hereby consents to this application	
	Signature of withe	ess:		Signature:	
	Name of witness:	**************************************		Signatory's name:	
	Address of witnes	S:		Signatory's capacity:	

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. ALL HANDWRITING MUST BE IN BLOCK CAPITALS

AK 732846 (3/11/26) ONRU

1303

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ANNEXURE A TO THE RESTRICTION ON USE OF LAND AFFECTING LOT 3 IN DEPOSITED PLAN 11126 AND LOT 11 IN DEPOSITED PLAN 1238469

Deed of restriction on the use of land pursuant to section 88 Conveyancing Act 1919 (NSW)

Made on

April

2018 between:

The owner of the benefitted land being Lot 100 in Deposited Plan 1229914, from time to time

(Owner of the Benefitted Land)

The owner of the burdened land, being Lot 3 in Deposited Plan 11126 and Lot 11 in Deposited Plan 1238469, from time to time (Owner of the Burdened Land)

Background

The Owner of the Benefitted Land and the Owner of the Burdened Land have entered into this covenant to restrict the Owner of the Burdened Land from engaging in certain activities relating to the development of the Burdened Land.

2 **Definitions and Interpretation**

2.1 **Definitions**

The following are defined terms in this deed:

Authority means:

- (a) any government in any jurisdiction, whether federal, state, territorial or local:
- (b) any provider of public utility services, whether statutory or not; and
- (c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Burdened Land or any part of it.

Benefitted Land means Lot 100 in Deposited Plan 1229914.

Burdened Land means Lot 3 in Deposited Plan 11126 and Lot 11 in Deposited Plan 1238469.

Council means The Hills Shire Council.

Council VPA means the voluntary planning agreement between E.J. Cooper & Son Pty. Limited ABN 64 000 269 750 and Council in relation to the Burdened Land and other land surrounding the Burdened Land (including the Benefitted Land), dated January 2015.

Detailed Development Consent has the meaning given to that term in the Council VPA.

Final Lot means a lot created from a Subdivision Plan on which only a single residential dwelling is, or is capable of being, built on that lot.

Masterplan Consent means development consent issued by The Hills Shire Council for the masterplan known as "Box Hill North", bearing reference number 1397/2015/JP, with an endorsed date of consent of 9 February 2016 (as such consent may be varied from time to time).

Original Proprietor means the person or entity which lodges a Subdivision Plan.

Owner means:

- (a) a person registered or entitled to be registered as proprietor;
- (b) a mortgagee in possession; or
- (c) a covenant chargee in possession.

State VPA means the voluntary planning agreement between E.J. Cooper & Son Pty. Limited ABN 64 000 269 750 and the Minister for Planning in relation to the Burdened Land and other land surrounding the Burdened Land (including the Benefitted Land), undated.

Subdivision Plan means a plan of subdivision in respect of land forming the whole or a part of the Burdened Land.

Voluntary Planning Agreements means the Council VPA and the State VPA.

2.2 Interpretation

The following apply in the interpretation of this deed, unless the context requires otherwise.

- (a) A reference to this agreement, this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
- (b) A reference to this deed or any other document is a reference to this document or that other document as varied, novated or replaced in any way.
- (c) A reference to a law includes any law, principle of equity, statute and official directive of any governmental authority.
- (d) A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (e) A reference to the singular includes the plural number and vice versa.
- (f) A reference to a gender includes a reference to each gender.
- (g) A reference to a party means a person who is named as a party to this deed.



- (h) A reference to a person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
- (i) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.
- (j) An agreement on the part of, or in favour of, 2 or more persons binds or is for the benefit of them jointly and severally.
- (k) A reference to includes means includes but without limitation.
- (I) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- (m) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and executing a document.
- (n) A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this deed.
- (o) A reference to time is to the time in the place where a thing is to be done, unless specified otherwise.
- (p) A reference to dollars or \$ is to Australian currency.
- (q) A heading is for reference only. It does not affect the meaning or interpretation of this deed.
- (r) Any schedule attached to this deed forms part of it. If there is any inconsistency between any clause of this deed and any provision in any schedule, the clause of this deed prevails.

3 Restriction

- 3.1 The Owner of the Burdened Land must not cause a breach of the developer obligations under either of the Voluntary Planning Agreements.
- 3.2 The Owner of the Burdened Land must not develop, and must procure that its successors in title do not develop, more than 508 individual residential dwellings on the Burdened Land without the prior written consent of the Owner of the Benefitted Land, which may be withheld in the Owner of the Benefitted Land's absolute discretion.
- 3.3 The Owner of the Burdened Land must not lodge any Detailed Development Consent with any Authority, unless it has obtained the written consent of the Owner of the Benefitted Land. The Owner of the Benefitted Land's consent can be withheld in its absolute discretion or given with any conditions the Owner of the Benefitted Land requires where the Detailed Development Consent does not, in the opinion of the Owner of the Benefitted Land, acting reasonably, conform with the Masterplan Consent or clause 3.4 of this deed.
- 3.4 The parties agree that E.J. Cooper & Son Pty. Limited ABN 64 000 269 750 is entitled to recoup the development contributions paid in respect of the 'Benefitted Land' (as defined in the Council VPA) pursuant to clause 23 of the Council VPA. If



the Owner of the Burdened Land receives these development contributions from Council, the Owner of the Burdened Land must immediately pay them to E.J. Cooper & Son Pty. Limited ABN 64 000 269 750 or as directed.

4 Final Lot

- 4.1 The restriction on use of land created by this deed will cease to apply to a Final Lot if the Original Proprietor is no longer the registered proprietor of that Final Lot.
- 4.2 If requested by the Owner of a Final Lot in writing, the Owner of the Benefitted Land agrees to do all things reasonably necessary to release the restriction on use of land created by this deed in respect of that Owner's Final Lot.
- 4.3 For the avoidance of doubt, clause 4.1 of this deed operates notwithstanding the fact that an Owner of a Final Lot has not made a request in writing under clause 4.2 of this deed.
- Person whose consent is required to a release, variation or modification of the restriction on use of land affecting lot 3 in Deposited Plan 11126 and lot 11 in Deposited Plan 1238469

The Owner of the Benefitted Land and the Owner of the Burdened Land, jointly.

Person having the right to release, vary or modify the restriction on use of land affecting lot 3 in Deposited Plan 11126 and lot 11 in Deposited Plan 1238469

The Owner of the Benefitted Land.

r Januar SASIX

EXECUTION

Executed as a deed on

correct for the purposes of the Real Property Act 1900 -

2018 and certified

Owner of the Benefitted Land execution

Signed, sealed and delivered by EJCI Box Hill Pty Limited ABN 36 604 981 286 by its attorney under Power of

Attorney Book 4686 No 459 who is persphally known to me:

PENNY LEE DIXON

ature of witness

GEORGE TSEKOURAS

Print name of witnescicitor

Print name of attorney

Signature of attorney

By executing this document each attorney states that the attorney has received no notice of revocation of the Power of Attorney

Req:R442016 /Doc:DL AN242636 /Rev:11-Apr-2018 /Sts:NO.OK /Pgs:ALL /Prt:16-Apr-2018 11:16 /Seq:7 of 7 Ref:pls7wboxg /Src:P

Owner of the Burdened Land execution

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) appear(s) below pursuant to the authority specified.

Corporation:

YUANTONG AUSTRALIA PTY LTD ACN 611 485 388

Authority:

Section 127 of the Corporations Act 2001 (Cth)

Signature of authorised person	
Signature of authorised person	Signature of authorised person
Print Name of authorised person	Print Name of authorised person
Director Secretary	
Office held	Office held



Form: 11R Release: 4-1

REQUEST

AN242637V

New South Wales Real Property Act 1900

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)	STAMP DUTY		c. Office of State Revenue use on		ee, it ally.	
3)	TORRENS TITLE	3/11126	and 11/1238469			
()	REGISTERED Dealing	Number			Torrens Title	
)	LODGED BY	Document Collection Box	Name, Address or DX, Telepho	•	stomer Account Number if any KING&W@D MALLESONS	CODE
		415	Reference: 603-002	1848		-[R
)	APPLICANT	The Hill	s Shire Council ABN 25	034 49	4 656	
	NATURE OF REQUEST		to register a Planning		ent pursuant to ning and Assessment Act 19	79
	TEXT OF REQUEST					
			k Son Pty Ltd ACN 000 (stered against the Land		and The Hills Shire Counci	l dated
	DATE	ten .				
)	I certify I am an e signed this dealin [See note* below	g in my prese	es and that the applicant nce.		rtified correct for the purposes of the R 00 by the applicant.	eal Property Act
	Signature of witne	ess:		Sig	gnature of applicant:	•
	Name of witness: Address of witnes	ימ ססט	nnexure A			
		, West				
	This section is to	be complete	· ·		the relevant data has been forwarded	•
	The applicant	<u>t</u>	1		nt to this dealing has been submitted	
	eNOS ID No.				Signature:	
	* s117 RP Act req. ALL HANDWRITING A	-		for more th 1 <mark>20</mark> 7 1	an 12 months or have sighted identifyin	ng documentatio 130 }

Coopmas

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on PLA

This is Annexure A to Request for registration of Planning Agreement pursuant to section 93H of the Environmental Planning and Assessment Act 1979 in respect of Folio Identifiers 3/11126 and 11/1238469

Applicant: The Hills Shire Council ABN 25 034 494 656

Execution by Registered Proprietor

recrify that I am an eligible witness and that the person(s) signing opposite signed this dealing in my presence.	Certified correct for the purposes of the Real Proper Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified			
Signature of witness	Signature of attorney			
PENNY LEE DIXON Name of witness	GEORGE TSEKOURS Attorney's Name:			
Amax Are Griviawaen	Signing on behalf of: EJCI Box Hill Pty Limited ABN 36 604 981 286	Į		
Address of witness	Power of Attorney Book: 4686 No: 459			

Execution by The Hills Shire Council

The Hills Shire Council by its authorised delegate pursuant to s.377 Local Government Act 1919

(Signature of delegate)

/ Michael Da Al
(Name of delegate)

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

(Signature of Witness)

MICHOLAS CARLTON
(Name of Witness)

S COLUMBIA COURT BAULUHAM HILL, NSW, 2153
(Address of Witness)

Ref:pls7wboxg /Src:P-

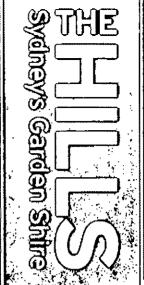
BOX HILL NORTH PLANNING AGREEMENT

THE HILLS SHIRE COUNCIL

E.J COOPER & SON PTY LTD

January 2005

www.thehills.nsw.gov.au





Page 3 01 20 71

James

Abo

Summary Sheet

850

Date of Agreement

12 Harch 2015

Name

The Hills Shire Council

Address

3 Columbia Court, Baulkham Hills NSW

2153

Telephone

(02) 9843 0555

Facsimile

(02) 9843 0409

Email

council@thehills.nsw.gov.au

Representative

Mr Dave Walker - General Manager

Developer

Name

E.J Cooper & Son Pty Ltd

Address

642 Great Western Highway, PENDLE HILL

NSW 2145

Telephone

(02) 9842 1218

Facsimile

(02) 9636 9636

Email

jv@ejc.net.au

Representative

John Vassallo

Land

Lot 9 and Lot 10 in Deposited Plan 593517

Lot 15, 16, 17, 18, 21, 23, 25, 26, 27, 29, 30, 31, 40, 41, 43,

44, 45 and 46 in Deposited Plan 255616

Lot 1 in Deposited Plan 207750

Lots 1, 2 and 3 in Deposited Plan 11126

Lots 2 and 4 in Deposited Plan 253552

Lot 4 in Deposited Plan 135304A and B

Lot 5 in Deposited Plan 658286

Lot 1 in Deposited Plan 564211

Lot 22 in Deposited Plan 255616

199e 34 0/71

Page 2

Lot 47 in Deposited Plan 255616

Planning Proposal

The proposal made pursuant to Part 3 of the Act to amend The Hills LEP to rezone the Land from RU6 Transition to:

- R1 General Residential:
- R2 Low Density Residential;
- R3 Medium Density Residential;
- R4 High Density Residential;
- E4 Environment Living;
- B2 Local Centre; and
- RE1 Public Recreation,

or such other zoning that will permit the Land to be developed for the Proposed Development.

Proposed Development

The development of the Land for the purpose of:

- subdivision of the land into relevant parcels;
- the erection of approximately 4,100 dwellings;
- the establishment and erection of a 5.5 hectare town centre;
- the construction of new roads and infrastructure;
- the establishment and erection of a school site;
- the establishment of sporting fields and parks;
- provision of land for environmental conservation; and
- provision of ancillary and associated development and uses;

including all demolition works, site preparation and establishment works, subdivisions, and construction works required, as well as the relevant uses.

Dedication Land

See Schedule 1

Works

See Schedule 3

Monetary Contributions

Not Applicable

Security Amount

\$10,400,000

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Planning Agreement

Dated

12 Harch 2015

Parties

The Hills Shire Council ABN 25 034 494 656 of 3 Columbia Court, Baulkham Hills NSW 2153 (Council)

E.J Cooper & Son Pty Ltd ABN 64 000 269 750 of 642 Great Western Highway, Pendle Hill NSW 2145 (Developer)

Background

- The Developer either owns the Land or has entered into agreements to allow for purchase of unowned portions of the Land.
- B. The Developer intends to develop the Land.
- C. The Developer seeks a change to an environmental planning instrument (being The Hills LEP) by making the Planning Proposal to rezone the Land that will facilitate the Proposed Development.
- D. If the Land is rezoned to permit the Proposed Development, the Developer intends to lodge a Staged Development Application for the Land in accordance with The Hills LEP (as amended) seeking Concept Development Consent for the Proposed Development.
- If Concept Development Consent is granted for the Staged Development Application, the Developer intends to progressively lodge Detailed Development Applications for the Land in accordance with The Hills LEP (as amended) seeking Detailed Development Consent for precincts within the Proposed Development.
- The Developer has offered to complete the Works and Dedicate the Dedication Land to a total approximate value of \$315,544,572.70 as at the date of this Agreement on the terms and conditions contained in this Agreement if Concept Development Consent is granted for the Staged Development Application and Detailed Development Consent is granted for the Detailed Development Applications.
- The parties agree that the making of contributions under this Agreement removes the need for the provision of any further or additional contributions by the Developer in connection with the Proposed Development of the Land, including by way of section 94 and 94A in connection with the Detailed Development Consents and any other necessary Development Consents that may be required for the purposes of the Proposed Development.

Operative provisions

1. **Defined meanings**

Words used in this Agreement and the rules of interpretation that apply are set out and explained in clause 42 of this Agreement.

2. Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement within the meaning of subdivision 2, Division 6, Part 4 of the Act.

3. Application of this Agreement

This Agreement is made in respect of the Proposed Development, including the Staged Development Application, the Detailed Development Applications and any other Development Applications required for the Proposed Development, and applies to the Land.

4. No restriction on Council's powers

This Agreement or anything done under this Agreement:

- (a) is not to be taken as approval or consent by the Council as a regulatory authority;
- (b) does not in any way inhibit, deter or prejudice the Council in the proper exercise of its functions, duties or powers,

pursuant to any legislation including the Act, the Roads Act 1993 (NSW) and the Local Government Act 1993 (NSW).

5. Operation of this Agreement

- 5.1. This Agreement operates when:
 - (a) the Land is rezoned in order to allow for the Proposed Development to be carried out and the amending Local Environmental Plan is published on the NSW Legislation Website; and
 - (b) the Concept Development Consent is granted and implemented by way of any Detailed Development Consent and a Notice of Commencement pursuant to section 81A of the Act for that Detailed Development Consent has been submitted to Council notifying that a principal certifying authority has been appointed and work is to commence.

6. Dealings with Dedication Land

6.1. Developer must not deal with Dedication Land

The Developer must not during the term of this Agreement sell, transfer, mortgage, charge or grant a lease or license or any other right of occupancy to any person over the Dedication Land without first obtaining the Council's consent in writing. Council must not unreasonably withhold or delay its consent or give consent subject to unreasonable conditions.

7. Dedication to Council

- 7.1. Subject to clauses 7.11 and 7.12 the Developer must at its cost Dedicate to Council the Dedication Land in accordance with the times or events listed in Schedule 1.
- 7.2. The use of the Dedication Land is to be in accordance with the relevant zone as at the time of Dedication under *The Hills Local Environmental Plan 2012*. The zone objectives of the applicable zones as at the date of this Agreement are as follows:

(a) RI General Residential

- (i) To provide for the housing needs of the community.
- (ii) To provide for a variety of housing types and densities.
- (iii) To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- (iv) To enable other land uses that support the adjoining or nearby commercial centres and protect the amenity of the adjoining or nearby residential areas.

(b) R2 Low Density Residential

- To provide for the housing needs of the community within a low density residential environment.
- (ii) To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- (iii) To maintain the existing low density residential character of the area.

(c) R3 Medium Density Residential

- (i) To provide for the housing needs of the community within a medium density residential environment.
- (ii) To provide for a variety of housing types within a medium density residential environment.
- (iii) To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- (iv) To encourage medium density residential development in locations that are close to population centres and public transport routes.

(d) R4 High Density Residential

- (i) To provide for the housing needs of the community within a high density residential environment.
- (ii) To provide a variety of housing types within a high density residential environment.
- (iii) To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- (iv) To encourage high density residential development in locations that are close to population centres and public transport routes.

(i)

(e) E4 Environmental Living

 To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.

- (ii) To ensure that residential development does not have an adverse effect on those values
- (f) B2 Local Centre
 - (i) To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
 - (ii) To encourage employment opportunities in accessible locations,
 - (iii) TO maximize public transport patronage and encourage walking and cycling.
- (g) RE1 Public Recreation
 - (i) To enable land to be used for public open space or recreational purposes.
 - (ii) To provide a range of recreational settings and activities and compatible land uses.
 - (iii) To protect and enhance the natural environment for recreational purposes.

7.3. Finalisation of dimensions and location of Dedication Land

- 7.3.1. The Council acknowledges and agrees that any dimensions and locations of the Dedication Land as at the date of this Agreement, including any dimensions or locations or references to lot and DP numbers as indicated in Schedule 1 and Schedule 3, are approximate only, and that the specific locations and dimensions of each element of Dedication Land will be finalised at the stage of the relevant Detailed Development Application.
- 7.3.2. If the Council grants a Detailed Development Consent for a Detailed Development Application which includes an element of Dedication Land with alternate dimensions and/or an alternate location to that proposed in Schedule 1 and Schedule 3, and if any dimensions, locations or references to lot and DP numbers are so indicated, then subject to any conditions of that Detailed Development Consent, Dedication of that item of Dedication Land is taken to satisfy the requirements of this clause 7 in respect of that item of Dedication Land.
- 7.4. The Dedication will be effected when:
 - (a) a plan of subdivision is registered dedicating the Dedication Land to Council; or
 - (b) Council becomes the registered proprietor of an existing lot being part of the Dedication Land as a result of the registration of a transfer of land.
- 7.5. Where an existing lot forming part of the Dedication Land is to be transferred to Council:
 - (a) the Developer will deliver to Council the following:
 - (i) transfer in registrable form signed by the registered proprietor of the lot;
 - (ii) the Certificate of Title for the lot; and

- (iii) a discharge of mortgage, surrender of lease or other document to release the lot from any encumbrance other than for those encumbrances which Council agrees may remain in place.
- (b) Council will on receipt of these documents arrange for the following:
 - (i) stamping of the transfer; and
 - (ii) lodgement of the transfer and other documents at the office of Land and Property Information for registration.
- 7.6. Council must provide the Developer with a tax invoice for its reasonable expenses incurred in relation to the Dedication of the Dedication Land including its legal costs and disbursements (including any registration fees).
- 7.7. The Developer will be entitled to the benefit of any special or discounted rates charged to Council by its consultants and legal advisers and will be entitled to seek assessment of any legal costs, as a third party payer under s 350(2) of the Legal Profession Act 2004 (NSW).
- 7.8. Subject to clause 7.7, the Developer must pay to Council the amount invoiced for expenses under sub-clause 7.6 within 14 days of receipt of the invoice.
- 7.9. The Developer must pay Council on reasonable notice the stamp duty (if any) on the Dedication of the Dedication Land. The Parties acknowledge that Section 227 Duties Act 1997 (NSW) provides generally that duty under that Act is not chargeable on dutiable transactions where Council is liable to pay the duty.
- 7.10. After the Dedication Land is transferred to Council, Council will use the land for public purposes being in accordance with the relevant zonings for that land that apply at the relevant time.
- 7.11. The Developer may elect in its sole and absolute discretion to give notice to Council deferring the transfer of all or part of the Dedication Land (Relevant Dedication Land) until a date or dates nominated by the Developer (Deferred Dedication Notice).
- 7.12. If the Developer gives a Deferred Dedication Notice then:
 - (a) until the date that the Relevant Dedication Land is Dedicated to Council:
 - (i) the Developer must only use the Relevant Dedication Land in accordance with the applicable zoning of the Relevant Dedication Land;
 - (ii) the Developer must maintain the Relevant Dedication Land to a high standard; and
 - (iii) the Developer must pay all applicable rates and taxes on the Relevant Dedication Land when due; and
 - (b) the Developer must Dedicate the Relevant Dedication Land to Council in accordance with clauses 7.3 7.10 on or before the earlier of:
 - (i) the date nominated by the Developer in the Deferred Dedication Notice; or
 - (ii) Recoupment Sunset Date.

8. Contamination

- 8.1. In this clause:
 - (a) Environment has the same meaning as in the Protection of the Environment Operations Act 1997 (NSW) as at the date of this Agreement;
 - (b) Environmental Law means any statute regulating or otherwise relating to the Environment including but not limited to any statute relating to land use, planning, water catchments, pollution of air or water, noise, smell, soil or ground water Contamination, chemicals, waste, use of dangerous goods or hazardous substances or any other aspect of the protection of the Environment or the enforcement and administration of those statutes;
 - (c) Pollutant means any substance which is reasonably capable of causing a state of Pollution.
 - (d) Pollution has the same meaning as in the Protection of the Environment Operations Act 1997 (NSW) as at the date of this Agreement.
- 8.2. The Developer warrants that to the best of its knowledge and belief at the Dedication Date for each part of Dedication Land, except as disclosed to the Council on or prior to that Dedication Date, in respect of the relevant part of the Dedication Land:
 - (a) there are no breaches of any Environmental Law;
 - (b) there are no notices issued under any Environmental Law;
 - (c) no part of the Dedication Land is being used for the creation, containment, handling, storage, transfer, transportation, treatment, disposal or any other means of dealing whatsoever with any Pollutant; and
 - (d) there have not been in the past any breaches or notices of the kind referred to in the clauses 8.2(a)-(b) at any time after the Developer acquired the Dedication Land nor to its knowledge at any time before the Developer acquired the Dedication Land.
- 8.3. Prior to Dedication of any Dedication Land, the Developer must provide to the Council, at the Developer's expense, a Phase 1 Desktop Environmental Site Assessment in respect of that part of the Dedication Land, if requested by the Council.
- 8.4. The Developer will carry out at the Developer's expense any work required to be carried out by any statutory authority under an Environmental Law prior to the Dedication of the Dedication Land, or pursuant to any approval obtained by the Developer for the development of the Dedication Land, which relates to the removal of any Pollutant from the Dedication Land and/or the remediation of any Pollutant on the Dedication Land.
- 8.5. If any breach of an Environmental Law occurs in connection with the Dedication Land prior to the Dedication of that Dedication Land, the Developer at its own expense will rectify any such breach or breaches in accordance with the requirements of a statutory authority exercising its powers under that Environmental Law.

9. Works

9.1. Obligation to Carry Out Works

- 9.1.1. The Developer is to carry out and complete the Works on the Land at the locations shown or specified on the plans set out in Schedule 3, and at the times or events specified for the staging in the column marked "Staging Plan/Hand-Over Event" in Schedule 3 as relevant, and with regard to any corresponding plan specified in Schedule 3.
- 9.1.2. The Developer's obligation under clause 9.1.1 exists irrespective of whether the Developer:
 - (e) carries out the Works itself, or
 - (f) enters into an agreement with another person under which the other person carries out the Works on the Developer's behalf.
- 9.1.3. Before the Developer commences the Works, the Developer, at its own cost, is to prepare and submit to the Council or a person specified by the Council, detailed plans and specifications in relation to the Item of Work.
- 9.1.4. The Developer is not to commence the Works unless the Council or the person specified by the Council has given the Developer written approval of the plans and specifications relating to the item, such approval not to be unreasonably withheld.
- 9.1.5. The Developer is to carry out and complete the Works by reference to Council's standards in a good and workmanlike manner having regard to the intended purpose of the Works and otherwise to the satisfaction of Council acting reasonably, in accordance with:
 - (a) the applicable Concept Development Consent and Detailed Development Consents, and
 - (b) all applicable laws, including those relating to occupational health and safety, and
 - (c) this Agreement to the extent that it is not inconsistent with the Concept Development Consent and Detailed Development Consents or an applicable law, and
 - (d) the written approval given under clause 9.1.4.
- 9.1.6. In the event of an inconsistency between this Agreement and an applicable development consent or any applicable law, the development consent or the law prevails to the extent of the inconsistency.
- 9.1.7. It is the Developer's responsibility to ensure that everything necessary for the proper performance of its obligations under this Agreement is supplied or made available.
- 9.1.8. Subject to clause 9.1.9, the Works are to be Handed-Over to the Council:
 - (a) by not later than the Hand-Over Date for the Works, and
 - (b) otherwise in accordance with this Agreement.

9.1.9. Despite any other provision of this Agreement, if the Works are located on the Dedication Land, the Developer may, at any time prior to the Hand-Over of the relevant Works to the Council, give notice to Council deferring the Hand-Over of the relevant Works until the date on which the relevant Dedication Land is Dedicated to Council.

10. Ownership of Works

- 10.1. Ownership of the Works is transferred to Council on Hand-Over and nothing in or done under this Agreement gives the Developer, any right, title or interest in the Works after Hand-Over.
- 10.2. On Hand-Over the Developer must:
 - 10.2.1. cause the legal title in the Works and all materials and component of the Works to pass to Council free of any charge or other interest; and
 - 10.2.2. warrant that after Hand-Over the Works are not subject to any security interest (as defined in the Personal Property Securities Act 2009 (Cth) (PPSA)) and any security interest noted in the Personal Property Securities Register has been discharged.
- 10.3. The Developer indemnifies Council for all claims, costs, losses and expenses Council may suffer arising from any breach of the warranty in 10.2.2 or any claim or action taken by any person in respect of any security interest (as defined in the PPSA) in the Works.

11. Effect of Developer's Compliance with this Agreement

For the purposes of section 94(5)(b) of the Act, Council accepts the provision of the Works are a material public benefit in satisfaction of the requirement of the Developer to provide the Development Contributions to the extent of the Contribution Values.

12. Determination of Value

- 12.1. For the purposes of this Agreement, the Parties acknowledge that the Contribution Value in relation to the Works is the amount specified in Schedule 3.
- 12.2. If the Developer's actual cost of carrying out the Works, including any costs incurred pursuant to this Agreement, determined at the date on which the Works is Handed-Over to the Council, differs from the Contribution Value, no party to this Agreement shall be entitled to claim credit or reimbursement, as the case may be, for the difference.

13. Access to the land and location of Works

- 13.1. The Developer is to permit the Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any of the Works.
- 13.2. The Developer must enable Council, its officers, employees, agents and contractors access to the location of the Works where this is not the Land, Council land or a public road.

14. Protection of People, Property and the Environment

- 14.1. The Developer is to ensure in relation to the carrying out of the Works that:
 - 14.1.1. all reasonably necessary measures are taken to protect people, property and the Environment;
 - 14.1.2. unnecessary interference with the passage of people and vehicles lawfully entitled to pass over the Land is avoided;
 - 14.1.3. nuisances and unreasonable noise and disturbances are prevented; and
 - 14.1.4. all relevant laws and regulations with respect to water, air, noise and land pollution (including 'pollution incidents') as defined under the Protection of the Environment Operations Act 1997 (NSW) are complied with.

15. Damage and Repairs to the Works

15.1. The Developer, at its own cost, is to repair and make good to the reasonable satisfaction of the Council any loss or damage to the Works from any cause whatsoever which occurs prior to the date on which the Works is Handed-Over to the Council.

16. Variation of Works

- 16.1. The Works are not to be varied by the Developer, unless:
 - 16.1.1. the Parties agree in writing to the variation, and
 - 16.1.2. any Approval required under the Act or any other law to the variation is first obtained, and
 - 16.1.3. the Developer bears all of the Council's costs of and incidental to agreeing to and approving a variation that is made at the Developer's request.
- 16.2. For the purposes of clause 16.1.1, a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.
- 16.3. If Council requests a variation to the Works, Council shall be liable to pay to the Developer an amount equal to the increase in the costs of completing the Works which results from the variation requested by Council, and the Hand-Over Date in respect of the Works must be extended by a reasonable period of time as nominated by the Developer.
- 16.4. Council shall pay the amount referred to in clause 16.3 to the Developer after the Works (as varied) are complete, and within 28 days of receipt of:
 - 16.4.1. a tax invoice for the amount claimed by the Developer; and
 - documentation prepared by a suitably qualified quantity surveyor, or in the case of civil engineering works a suitably qualified engineer, or in the case of landscaping works a suitably qualified landscape architect, which demonstrates the increase in costs as a result of the variation requested by the Council.

17. Hand-Over of Works

- 17.1. The Developer is to give the Council not less than 20 days' written notice of:
 - 17.1.1. the date on which it proposes to Hand-Over any Works to the Council, being a date not later than the Hand-Over Date, and
 - 17.1.2. the Item of Work the subject of the notice,

(Completion Notice).

- 17.2. The Council may, acting reasonably, at any time before the date specified in the Completion Notice, direct the Developer in writing:
 - 17.2.1. to carry out work specified in the Completion Notice that is reasonably required to complete the Works in accordance with clause 9.1.5 before Hand-Over to the Council, and
 - 17.2.2. to Hand-Over the Works completed in accordance with the Council's direction under this clause to the Council by a specified date (determined by Council acting reasonably), irrespective of whether that date is later than the Hand-Over Date,

(Outstanding Works Notice).

- 17.3. The Developer is to comply with an Outstanding Works Notice according to its terms and at the Developer's own cost.
- 17.4. If Council does not give an Outstanding Works Notice, the Works will be taken to be Handed-Over to Council on the date specified in the Completion Notice.
- 17.5. If Council gives an Outstanding Works Notice, the process in clauses 17.1 17.4 will be repeated until Council is satisfied, acting reasonably, that the Works have been completed in accordance with clause 9.1.5.
- 17.6. Before the Works Hand-Over to the Council, the Developer is to remove from the Land:
 - 17.6.1. any rubbish or surplus material, and
 - 17.6.2. any temporary works, and
 - 17.6.3. any construction plant and equipment, relating to the carrying out of the Works as the case requires.

18. Failure to Carry out and Hand-Over Works

- 18.1. The parties agree that the Hand-Over Date may be extended due to:
 - 18.1.1. any Force Majeure Event,
 - 18.1.2. any delays on the part of any Authority (including Council) in granting any approval, consent, licence or permit necessary for the Works to be completed, or
 - 18.1.3. any direction Council gives extending the Hand-Over Date.

- 18.2. If Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of the Works, Council may at its discretion give the Developer a notice requiring the breach to be rectified to the Council's reasonable satisfaction.
- 18.3. A notice given under clause 18.2 is to allow the Developer a reasonable period (and in any case not less than 28 days) to rectify the breach.
- 18.4. If the Developer disputes that it is in breach of any obligation under this Agreement relating to the carrying out of the Works, or disputes the standard of work required to rectify the breach, the Developer must, before the date specified in Council's notice given under clause 18.2, serve a Dispute Notice on Council and clause 37 will apply.
- 18.5. If the Developer fails to rectify the breach the subject of a notice given under clause 18.2 and the Developer does not serve a Dispute Notice on Council prior to the expiry of the breach notice, Council may:
 - 18.5.1. call upon the Security, and
 - 18.5.2. carry out and complete or make safe the Works.
- 18.6. For the purposes of clause 18.5.2:
 - 18.6.1. the Developer must allow Council, its servants, agents and contractors to enter the Land for the purpose of completing the Works, and
 - 18.6.2. any difference between the amount of the Security called upon pursuant to clause 18.5.1, and the costs incurred by Council in carrying out, completing, or making safe the Works, may be recovered by Council from the Developer as a debt due in a court of competent jurisdiction.

19. Works-As-Executed-Plan

- 19.1. No later than 60 days after the Works are Handed-Over to Council, the Developer is to submit to the Council a full Works-As-Executed-Plan in respect of the Works the subject of the relevant Completion Notice.
- 19.2. The Developer shall provide with the Work-as-Executed Plan all appropriate certificates, including if relevant, any final occupation certificates, to verify that the Works have been carried out in accordance with relevant standards.

20. Rectification of Defects

- 20.1. During the Defects Liability Period, the Council may give to the Developer a Rectification Notice in relation to the Works specifying:
 - 20.1.1. the Works requiring rectification,
 - 20.1.2. the action required to be undertaken by the Developer to rectify those Works, and
 - 20.1.3. the date on which those Works are to be rectified.
- 20.2. The Developer must comply with a Rectification Notice at its own cost according to the terms of the notice, unless the Developer disputes the Rectification Notice, in which case any dispute is to be resolved in accordance with clause 37.

- 20.3. When the Developer considers that the works specified in the Rectification Notice is complete, the Developer may give to the Council a Rectification Certificate relating to the Works the subject of the relevant Rectification Notice.
- 20.4. A Rectification Certificate discharges the Developer from any further obligation to comply with the relevant Rectification Notice.
- 20.5. If the Developer does not comply with a Rectification Notice, the Council may do such things as are necessary to rectify the defect and may:
 - 20.5.1. call upon the Security to meet its costs in rectifying the defect, and
 - 20.5.2. recover, as a debt due in a court of competent jurisdiction, any difference between the amount of the Security and the costs incurred by the Council in rectifying the defect.
- 20.6. Should the Works described in a Rectification Notice be located on land that is, at the time of giving of the relevant Rectification Notice, in the ownership of Council, Council is taken to have granted the Developer a licence to enter the land and carry out the works specified in the Rectification Notice.

21. Cost of Works carried out by the Council

- 21.1. The Parties acknowledge and agree that where, in accordance with this Agreement, the Council incurs a cost in carrying out, completing or rectifying a defect in the Works, and the Council is entitled to seek to recover its costs from the Developer in doing so, the Council may recover from the Developer in a court of competent jurisdiction its full costs, including costs determined in accordance with clause 21.2.
- 21.2. The Council's costs of carrying out, completing or rectifying the Works in accordance with this Agreement include, but are not limited to:
 - 21.2.1. the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose;
 - 21.2.2. all fees and charges necessarily or reasonably incurred by the Council in order to have the Works carried out, completed, made safe or rectified, and
 - 21.2.3. without limiting the generality of the preceding sub-clause, all legal costs and expenses reasonably incurred by the Council (on a party-party basis), by reason of the Developer's failure to comply with this Agreement.

22. Cash in lieu of Works

- 22.1. Despite any other provision of this Agreement, the Council may undertake an Item of Work, but only in accordance with this clause 22,
- 22.2. The Council can only undertake an Item of Work if:
 - the Developer has not yet incurred costs in excess of \$10,000 in relation to the carrying out of that Item of Work; and
 - (b) the Council has provided the Developer with written notice of its intention to carry out the Item of Work; and

- (c) the Developer either agrees in writing to the Council carrying out that Item of Work, or the Developer fails to respond to the Council within 28 days of receipt of the Council's written notice.
- 22.3. Upon request from the Council, the Developer must provide within 21 days, written evidence of costs in excess of \$10,000 in respect of the relevant Item of Work, should the Developer dispute Council's entitlement to undertake that Item of Work.
- 22.4. If an Item of Work is undertaken and completed by Council or any other party acting at the direction of Council in accordance with this clause 22, then:
 - 22.4.1. the Developer must pay to Council an amount equal to the Contribution Value in respect of the Item of Work, multiplied by the CPI for the quarter immediately before the date that the payment is made to Council and divided by the CPI immediately before the date of this Agreement; and
 - 22.4.2. upon payment of the amount referred to in clause 22.4.1, the Developer will be immediately and irrevocably released from all obligations under this Agreement in relation to the provision of the Item of Work.

23. Recoupment of Development Contributions

- 23.1. The parties acknowledge and agree that:
 - 23.1.1. the Benefitted Land is not owned by the Developer;
 - 23.1.2. the Development Contributions paid by the Developer under this Agreement will benefit the Land and the Benefitted Land; and
 - 23.1.3. this clause 23 provides a mechanism for the Developer to recoup the Development Contributions, to the extent that they benefit the Benefitted Land, at the point in time when the Benefitted Land is developed by its owners.
- 23.2. Within 21 days of the occurrence of each Recoupment Event in respect of any part of the Benefitted Land, Council must pay to the Developer the amount received by the Council as a monetary contribution in respect of the relevant Benefitted Land (Affected Benefitted Land) pursuant to that Recoupment Event. For the avoidance of doubt, the Council's obligation is limited such that the Council is only obliged to pay the Developer once it has received the monetary contribution in respect of the Affected Benefitted Land.
- 23.3. The obligations of the Council under this clause 23 only apply to monetary contributions received by the Council before the Recoupment Sunset Date. Following the Recoupment Sunset Date, Council's obligations under this clause 23 will cease, except in relation to Recoupment Events which have already occurred.
- 23.4. This clause 23 does not merge on completion of the Proposed Development and will continue to apply until:
 - (a) the Recoupment Sunset Date has been reached; and
 - (b) the Council has paid the Developer all amounts which it is obliged to under clause 23.2, in respect of Recoupment Events that occurred prior to the Recoupment Sunset Date.

24. Monetary Contributions for exceedance of the proposed number of dwellings

24.1. If a subdivision certificate is issued by the Council in relation to a Detailed Development Consent, such that the subdivision certificate allows for a greater number of Residential Lots or Anticipated Dwellings on the Land than the maximum number of Residential Lots or Anticipated Dwellings on the Land as shown for that Precinct in Schedule 2, then the Developer must pay to Council the amount required to be paid in a valid contributions plan made under section 94EA of the Act or as otherwise agreed with the Council, for the Residential Lots or Anticipated Dwellings on the Land which exceed the maximum number of Residential Lots or Anticipated Dwellings on the Land as shown for that Precinct in Schedule 2.

25. Imposition of New Contributions

25.1. Exclusion of any New Contribution

To the extent permitted by Law, this Agreement excludes the application of any New Contribution to the Proposed Development or the Land, including in connection with the granting of Detailed Development Consent(s) and any other Development Consent(s) for the Proposed Development.

25.2. New Contribution

If the Developer becomes liable to pay a New Contribution in respect of the Proposed Development and the New Contribution cannot be validly excluded by this Agreement from application to the Proposed Development or the Land, the Developer shall be entitled to receive a cash reimbursement from Council for an amount equal to the New Contribution Credit Amount.

25.3. Developer's Notice

The Developer may claim a New Contribution Credit Amount by giving notice to Council which specifies the value of the New Contribution Credit Amount.

25.4. Effect of service of notice

The New Contribution Credit Amount must be paid to the Developer by Council within 21 days of the date of the Developer's notice under clause 25.3.

25.5. Good faith

The parties agree to act in good faith and to do all things reasonably necessary on their part to give effect to the provisions of this clause 25.

26. Indemnity and Insurance

- 26.1. The Developer indemnifies Council, its employees, officers, agents, contractors from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with the carrying out by the Developer of the Works and any other obligation under this Agreement, except to the extent that such losses, damages, costs, charges, expenses, actions, claims and demands are caused by Council, its employees, officers, agents and contractors.
- 26.2. The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to the Works up until the relevant date of Hand-Over to Council:

- 26.2.1. contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
- 26.2.2. public liability insurance for at least \$10,000,000 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
- 26.2.3. workers compensation insurance as required by law, and
- 26.2.4. any other insurance required by law.
- 26.3. If the Developer fails to comply with clause 26.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
 - 26.3.1. by calling upon the Security provided by the Developer to the Council under this Agreement, or
 - 26.3.2. recovery as a debt due in a court of competent jurisdiction.
- 26.4. The Developer is not to commence to carry out the Works unless it has first provided to the Council satisfactory written evidence of all the insurances specified in clause 26.2.

27. Provision of Monetary Security

- 27.1. This clause does not apply if the Council, by notice in writing to the Developer, has otherwise waived compliance by the Developer with this clause.
- 27.2. The Developer must give the Security to the Council within 7 days of receipt of notification that Concept Development Consent has been granted to a Staged Development Application.
- 27.3. The Developer is not to commence the construction of an item of the External Road Works unless it has given the relevant Security to the Council.
- 27.4. The amount of the Security is to be equivalent to the cost to complete the External Road Works plus a contingency of 15% which on the date of this Agreement is the amount specified in the Summary Sheet. However, the Developer cannot be obliged to provide Security above the amount of the Security Amount, adjusted for CPI annually.
- 27.5. In the event of any material failure by the Developer to comply with its obligations in relation to the External Road Works, Council may without notice to the Developer call on the Security for any amount payable to Council.
- 27.6. If the Council calls on the Security in accordance with this Agreement, the Council may, by notice in writing to the Developer, require the Developer to provide a further Security, provided that, when the further Security is added to the amount already called on by the Council and any unused portion of any existing Security, the sum of these amounts does not exceed the Security Amount, adjusted for CPI annually.

- 27.7. On each anniversary of the date of this Agreement the amount of the Security will be increased by the same percentage as the annual percentage increase (if any) in the CPI most recently published prior to the relevant anniversary.
- 27.8. The Developer must at the request of Council increase the amount of the Security held by Council to the amount of the Security to be provided under this Agreement.
- 27.9. On completion and Hand-Over of an item of the External Road Works in accordance with clause 17:
 - (a) the Council must return the relevant Security to the Developer; and
 - (b) the Developer's obligations, and the Council's rights, under this clause 26 to that item of External Road Works will cease.

28. Easements Covenants and Restrictions on Title

- 28.1. Prior to any Dedication of the Dedication Lands to Council, the parties are to resolve what easements, covenants and/or restrictions on title must necessarily be created upon any subdivision of the Land, having regard to the provisions of Part 6 of the Conveyancing Act 1919 (NSW).
- 28.2. The parties warrant one with the other to do all things necessary to procure the registration on title to the Land or title(s) to any relevant lot created by subdivision of the Land of any easement, covenant or restriction on title as referred to in this clause.

29. Application of s94, s94A and s94EF of the Act

- 29.1. For the purpose of section 93F(5) this Agreement:
 - 29.1.1. excludes the operation of section 94 and section 94A of the Act; and
 - 29.1.2. does not exclude the operation of section 94EF of the Act,

in relation to the Proposed Development or any part thereof.

- 29.2. Further to clause 29.1, the parties agree that the making of contributions under this Agreement removes the need for the provision of any further or additional contributions by the Developer in connection with the Proposed Development of the Land, including in connection with the Detailed Development Consents or any other necessary Development Consents that may be required for the purposes of the Proposed Development.
- 29.3. The Council agrees that when considering:
 - 29.3.1. development applications for development on allotments identified as Identified Development Lots (whether before or after the release and discharge of the registration of this Deed from the title of that allotment); and
 - 29.3.2. the possible application of Section 94 or Section 94A of the Act in respect of the development the subject of that development application (if those sections apply having regard to the terms of this Planning Agreement),

it will take into account the number of Anticipated Dwellings for which contributions have been made under the terms of this Agreement.

29.4. For the avoidance of doubt, in its consideration of the possible application of section 94 or 94A of the Act under clause 29.3, Council shall reduce the number of dwellings proposed to be the subject of possible contributions under section 94 or 94A of the Act in the allotment referred to in clause 29.3 by the number of Anticipated Dwellings previously identified and agreed with the Developer (in respect of that allotment).

30. Modifications

- 30.1. In the event that the Proposed Development is changed, modified or amended prior to completion of the Proposed Development, and a further development application or modification application is made for the development of the Land, any Development Contribution made pursuant to this Agreement shall, to the extent that it is lawful:
 - be taken into account as part of any development contribution for the purpose of any planning agreement relating to a later application in respect of the Land; and
 - 30.1.2. be taken into account in determining any development contribution under section 94, section 94A and section 94EF of the Act; and
 - 30.1.3. be taken into account in determining whether or not any planning agreement excludes the operation of section 94 and/or section 94A and/or section 93EF of the Act; and
 - 30.1.4. be taken into account for the purposes of section 94(6) of the Act; and
 - 30.1.5. be taken into account for the purposes of section 79C of the Act.

31. Developer not liable for circumstances out of Developer's control

31.1. Application of this clause

This clause applies in the case of a Force Majeure Event, except for the case where an extension is sought to the Hand-Over Date, in which case clause 18.1 applies.

31.2. No liability to Developer for circumstances beyond control

The Developer is not liable, including under clause 18, for any failure to comply with its obligations under clauses 7, 9, 10, 13, 17 or 18 of this Agreement, where that failure is caused by a Force Majeure Event.

31.3. Developer's responsibilities in the event of a Force Majeure Event

In the event that a Force Majeure Event occurs:

- the Developer must notify the Council in writing as soon as is reasonably practicable the extent to which it is unable to perform its obligations (FME Notice); and
- (b) the parties must use their best endeavours to mitigate the adverse effects of the Force Majeure Event and perform their obligations under this agreement as quickly as is reasonably possible.

31.4. Parties to discuss in the event of a Force Majeure Event

If the Developer has complied with its responsibilities under clause 31.3, and is still unable to carry out its obligations under clauses 7, 9, 10, 13, 17 or 18 due to a Force Majeure Event, then the parties must meet within 21 days of the FME Notice to discuss alternative arrangements or contributions which can be provided to the Council, in light of the Force Majeure Event.

31.5 Parties to use their best endeavours

The parties must use their best endeavours to:

- (a) agree in writing on alternative arrangements or contributions which can be provided to the Council in light of the Force Majeure Event within a reasonable period after the date of the FME Notice (Alternate Agreement); and
- (b) sign, do, execute and deliver, and procure that each of its employees, successors, agents or other relevant party does, signs, executes and delivers all documents reasonably required of it to effectively carry out and give full effect to the Alternate Agreement.

31.6 Council not liable for costs due to Force Majeure Event

Where, due to a Force Majeure Event, the Developer incurs a loss, develops a debt, increases it's overheads or must increase the amount set out in part F of the Background to this Agreement for any reason, the Council is not liable to pay, repay, fund or in any way contribute to the cost of completion or reinstatement of the Works.

32. Termination

32.1. Development Consents

If Concept Development Consent(s) are granted by the Council in respect of the Proposed Development this Agreement terminates with respect to the Concept Development Consent:

- 32.1.1. on the lapse of the Concept Development Consent; or
- 32.1.2. on the formal surrender of the Concept Development Consent; or
- 32.1.3. on the final determination by a Court of competent jurisdiction issuing a declaration that the Concept Development Consent is invalid; or
- 32.1.4 where the Developer has breached one of its obligation under this Agreement and has failed to rectify that breach in accordance with clause 36 of this Agreement.

32.2 Costs

The Council is not liable to the Developer for any costs relating to or associated with the Termination of this Agreement, under this clause 32.

32.2. Bankruptcy & Insolvency

This Agreement will immediately terminate if:

- 32.2.1. Any company officer of the Developer becomes subject of bankruptcy proceedings or becomes a bankrupt.
- 32.2.2. The Developer becomes subject of external administration or insolvency proceedings.

33. Consequences

- 33.1. On the date of termination or rescission of this Agreement, subject to the following sub-paragraphs each party releases each other from any obligation to perform any term, or any liability arising out of, this document after the date termination.
- 33.2. Any unapplied bond or Bank Guarantee that has been provided to Council will be refunded to the Developer as soon as practicable after the date of termination.
- 33.3. Termination or rescission of this document does not release either party from any obligation or liability arising under this document before termination or rescission.

34. Private Certifiers

Where Council is not the certifying authority for any aspect of the Proposed Development the Developer must on the appointment of a private certifier provide a copy of this Agreement to the private certifier.

35. Notices

- 35.1. Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- 35.2. Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient specified in the Summary Sheet or most recently notified by the recipient to the sender.
- 35.3. Any notice is effective for the purposes of this Agreement upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00am on the next day following delivery or receipt.

36. Breach Notice and Rectification

- 36.1. If the Developer is, in the reasonable opinion of Council, in breach of a material obligation under this Agreement, Council may provide written notice of the breach to the Developer and require rectification of that breach within a reasonable period of time (Breach Notice).
- 36.2. Unless, in the reasonable opinion of the parties, the period of time permitted for rectification should be extended or abridged, a reasonable period of time is taken to be fourteen days from the date of the Breach Notice (Reasonable Period).
- 36.3. The Developer may dispute the Breach Notice, by way of written notice to the Council within the Reasonable Period.
- 36.4. Unless the Developer disputes the Breach Notice in accordance with clause 36.3, if the breach is not rectified within the time specified in the Breach Notice, or otherwise agreed between the Parties, Council may rectify the breach as the agent of the

Developer and at the risk of the Developer. The Developer must pay all reasonable costs incurred by the Council in remedying the breach.

36.5. If the Developer has disputed the Breach Notice in accordance with clause 36.3, and the Council and Developer are unable to reach agreement within seven days following the Council's disputing of the Breach Notice, the dispute is to be resolved in accordance with clause 37.

37. Dispute resolution

37.1. Disputes

If there is any dispute, difference of opinion or failure to agree relating to or arising from this Agreement that dispute must be referred for determination under this clause.

37.2. No legal proceedings

The Parties must not bring or maintain any action on any Dispute (except for urgent injunctive relief to keep a particular position) until it has been referred and determined as provided in this clause.

37.3. Notice of disputes (Dispute Notice)

A Party referring a Dispute for determination must do so by written notice to the other parties which must specify the nature of the Dispute and a nominated officer of the referring party with sufficient authority to determine the Dispute.

37.4. Negotiated resolution and selection of expert

- 37.4.1. On service of the Dispute Notice the receiving Parties must refer the Dispute to an officer with sufficient authority to determine the Dispute. The nominated officers of each Party must meet at least once and use reasonable endeavours to resolve the Dispute by negotiation within seven days of service of the Dispute Notice. Any resolution must be recorded in writing and signed by each nominated officer. By agreement, the nominated officers may employ the services of a mediator to assist them in resolving the Dispute.
- 37.4.2. If the nominated officers are unable to resolve the Dispute within seven days of service of the Dispute Notice they must endeavour within the following seven-day period to appoint an expert by agreement. That appointment must be recorded in writing and signed by each nominated officer.
- 37.4.3. If the nominated officers do not record the appointment of an expert within that second seven day period, the expert must be appointed, at the request of any party, by the President for the time being (or if none, the senior elected member) of the Law Society of New South Wales.

37.5. Assistance to the Expert (the Expert)

- 37.5.1. Once the Expert has been appointed (the Expert), the Parties must:
 - 37.5.1.1. each use their best endeavours to make available to the Expert all information the Expert requires to settle or determine the Dispute; and

- 37.5.1.2. ensure that their employees, agents or consultants are available to appear at any hearing or enquiry called by the Expert.
- 37.5.2. The Parties may give written submissions to the Expert but must provide copies to the other Parties at the same time.

37.6. Expert's decision

- 37.6.1. The decision of the Expert must:
 - 37.6.1.1. be in writing and give reasons; and
 - 37.6.1.2. be made and delivered to the parties within one month from the date of submission of the dispute to the Expert or the date of completion of the last hearing or enquiry called by the Expert, if later.
- 37.6.2. The Expert may conduct the determination of the Dispute in any way it considers appropriate but the Expert may, at its discretion, have regard to the Australian Commercial Disputes Centre's guidelines for expert determination of disputes or such other guidelines as it considers appropriate.
- 37.6.3. The Expert's decision is final and binding on the parties.
- 37.6.4. The Expert must act as an expert and not as an arbitrator.

37.7. Expert's costs

- 37.7.1. The Expert must also determine how the expenses relating to the reference of the Dispute (including the Expert's remuneration) should be apportioned between the parties and in default of a decision by the Expert those expenses must be borne by the parties equally.
- 37.7.2. In determining the apportionment of costs the Expert may have regard to what the Expert, in its reasonable opinion, considers to be a lack of good faith or a failure to use reasonable endeavours by any party in assisting the Expert or resolving the dispute between the parties' nominated officers as required by this clause.

37.8. Continual performance

Each Party must continue to perform its obligations under this Agreement while any dispute is being determined under this clause.

38. Registration of Agreement on Title

38.1. Acknowledgement as to registration

The Developer acknowledges that Council intends to register this Agreement under section 93H of the Act on the Lands and on registration by the Registrar-General the Agreement will be binding on and enforceable against the owners of the Land from time to time as if each owner for the time being had entered into this Agreement.

38.2. Acknowledgement as to staged registration

The parties acknowledge that at the date of execution of this Agreement the Developer does not own all lots within the Land, and that the Council will only be entitled to register this Agreement in a successive fashion, on grant of the relevant Detailed Development Consent.

38.3. Consents to Registration

This Agreement may be registered on the title of the relevant portion of the Land to which the Detailed Development Consent relates, within 28 days of the granting of Detailed Development Consent for a Detailed Development Application. Each Party must promptly execute any document and perform any action necessary to affect the registration of this Agreement on the title of the relevant portion of the Land.

38.4. Release from Registration

Council will at the request of the Developer release part of the Land from registration of this Agreement where the Development Contributions have been made including completion of the Works and no other money is owing to Council under this Agreement in relation to that part of the Land. The obligations of the Council under this clause are satisfied when Council provides the Developer with a signed Request in registrable form for the release of registration of this Agreement.

38.5. Registration Expenses

The Developer must pay Council's reasonable expenses including registration fees, any stamp duty, legal costs and disbursements, for the registration of this Agreement and the subsequent removal of registration, on an indemnity basis.

The Developer will be entitled to the benefit of any special or discounted rates charged to Council by its consultants and legal advisers and will be entitled to seek assessment of any legal costs, as a third party payer under s 350(2) of the *Legal Profession Act 2004* (NSW).

39. Costs

39.1. Each Party must bear its own costs arising from or in connection with the entry into this Agreement.

40. **GST**

If any payment made by one party to any other party under or relating to this Agreement constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this Agreement.

41. General

41.1. Assignment

41.1.1. A party must not transfer any right or liability under this Agreement without the prior consent of each other party (such consent not to be unreasonably withheld or delayed).

41.1.2. In the event that the Developer enters into a contract for the sale of the Land the subject of the Concept Development Consent, the Developer (as vendor) shall disclose to the purchaser the existence of this Agreement.

41.2. Governing law and jurisdiction

- (a) This Agreement is governed by and construed under the law in the State of New South Wales.
- (b) Any legal action in relation to this Agreement against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this Agreement irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

41.3. Amendments

Any amendment to this Agreement has no force or effect, unless effected by a document executed by the parties.

41.4. Third parties

Except as provided for by clause 38, this Agreement confers rights only upon a person expressed to be a party, and not upon any other person.

41.5. Pre-contractual negotiation

This Agreement:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

41.6. Further assurance

Each party must execute any document and perform any action necessary to give full effect to this Agreement, whether before or after performance of this Agreement.

41.7. Continuing performance

- 41.7.1. The provisions of this Agreement do not merge with any action performed or document executed by any party for the purposes of performance of this Agreement.
- 41.7.2. Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance of this Agreement.
- 41.7.3. Any indemnity agreed by any party under this Agreement:
 - constitutes a liability of that party separate and independent from any other liability of that party under this Agreement or any other agreement; and

(ii) survives and continues after performance of this Agreement.

41.8. Waivers

Any failure by any party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

41.9. Remedies

The rights of a party under this Agreement are cumulative and not exclusive of any rights provided by law.

41.10. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

41.11. Party acting as trustee

If a party enters into this Agreement as trustee of a trust, that party and its successors as trustee of the trust will be liable under this Agreement in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this Agreement:

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;
- (b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this Agreement on behalf of the trust and that this Agreement is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust;
- (c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

41.12. Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the document and that entry into this Agreement will not result in the breach of any law.

41.13. Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

42. Definitions and interpretation

42.1. Definitions

In this Agreement unless the context otherwise requires:

Act means the Environmental Planning and Assessment Act 1979 (NSW).

Affected Benefitted Land has the meaning given in clause 23.2.

Authority means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body, commission, department, agency, tribunal or other authority or body.

Anticipated Dwellings means the number of dwellings anticipated to be developed on a relevant Identified Development Lot within the Land, as shown in Schedule 2.

Bank Guarantee means a written guarantee without a time limit acceptable to Council issued by an Australian Bank.

Benefitted Land means the parcels of land specified in Column 1 of the Benefitted Land Schedule.

Benefitted Land Schedule means the schedule forming Schedule 4 of this Agreement.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales;

Completion Notice has the meaning given in clause 17.1.

Concept Development Consent means a development consent granted by the Council for a Staged Development Application under section 80 of the Act.

Contamination has the same meaning as in the *Contaminated Land Management Act* 1997 as at the date of this Agreement.

Contribution Value means the amount specified in the column marked "Total" of the table in Schedule 3.

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics.

Dedicate or Dedication means the creation or transfer of an estate in fee simple free of any mortgage, lease, easement or other Encumbrance of a lot registered under the *Real Property Act 1900* (NSW) free of cost to the recipient.

Dedication Land means the parts of the Land identified as such in Schedule 1.

Defects Liability Period means the period specified in Column 3 of Schedule 3 in relation to the Works specified in Column 1 of that Schedule commencing on the date that those Works are Handed-Over.

Deferred Dedication Notice has the meaning given in clause 7.11.

Detailed Development Application means a subsequent Development Application, to authorise the carrying out of the Proposed Development on part of the Land pursuant to a Concept Development Consent granted under Part 4 Division 2A of the Act,

Detailed Development Consent means Development Consent granted in respect of a Detailed Development Application.

Developable Area means the area of the Land that is zoned as R1 General Residential, R3 Medium Density, B2 Local Centre, E4 Environmental Living or any other zoning that permits the development of the Land for residential (including large lot residential), commercial or town centre uses immediately following the Gazettal.

Developer means the person listed as the Developer in the Summary Sheet.

Development Application means a development application made under Part 4 of the Act for the Proposed Development.

Development Consent means a development consent granted by the Council under section 80 of the Act.

Development Contributions means the Dedication of the Dedication Land and the provision of a material public benefit via the Works.

Dispute Notice means written notice provided by a Party referring a dispute for determination, specifying the nature of the dispute and a nominated officer of the referring party with sufficient authority to determine the dispute.

Encumbrance includes any mortgage or charge, lease, (or other right of occupancy) or profit a prendre.

Environment has the same meaning as set out in the Dictionary to the *Protection of the Environment Operations Act 1997* (NSW) as at the date of this Agreement.

External Road Works means the works which are noted as being in the Precinct "External Road Works" in first column of the table to Schedule 3, and marked as items 6, 7, 8, 9, 10, 11, 12, 14, 15, 16 and 28 on the plan referred to as "Schedule 3 – Box Hill North Traffic and Roads (Items 1-16, 28)" within Schedule 3"...

Force Majeure Event means any event or circumstance, or a combination of events or circumstances, which are unavoidable and arise from a cause beyond the reasonable control of a party, and prevent that party from fulfilling its obligations, including:

- 42.1.1.1. the failure of any Authority or other third party to grant any Approval required for the Developer to be able to carry out its relevant obligation(s) under this Agreement, or the refusal by any Authority or third party to grant any such Approval,
 - 42.1.1.2. an act of God,
- 42.1.1.3. strike, lockout, other industrial disturbance or labour difficulty,
- 42.1.1.4. war (declared or undeclared), act of public enemy, terrorist activity, national emergency, blockade, revolution, riot, insurrection, civil commotion,
- 42.1.1.5. lightning, storm, flood, fire, earthquake, hurricane, cyclone, tropical storm, explosion, epidemic, quarantine
- 42.1.1.6. embargo, unavailability of any essential equipment or materials, unavoidable accident, lack of transportation, or

42.1.1.7. anything done or not done by or to a person, except the party relying on force majeure.

Gazettal means publication in the NSW Government Gazette of the rezoning of the Land substantially in accordance with the Planning Proposal.

GST means any tax, levy, charge or impost implemented under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act;

Hand-Over or Handed-Over means the hand-over to the Council of the Works in accordance with this Agreement.

Hand-Over Date means the date specified in Column 2 of Schedule 3 in relation to the Works specified in Column 1 of that Schedule corresponding to that date, subject to any extension of that date.

Hand-Over Notice means a notice issued by the Council under clause 17.

Identified Development Lot means an allotment within the Land that is nominated by the Developer and agreed by Council to be subject to development of more than one Dwelling on that Allotment.

Indicative Layout and Precinct Plan and Yield Schedule means the plan and the schedule contained in Schedule 2.

Item of Work means an item of the Works.

Law means:

- (a) the common law and principles of equity;
- (b) the requirements of legislation, regulations, by-laws or enforceable government policies; and
- (c) a binding order made by an Authority.

New Contribution means any development or infrastructure related contribution which becomes payable to any Authority pursuant to:

- (a) any Law introduced after the date of this Agreement; or
- (b) any contributions payable under section 94, section 94A or section 94EF of the Act on the granting of any Development Consent for the Proposed Development.

New Contribution Credit Amount means an amount equal to the amount of any New Contribution that the Developer becomes liable to pay with respect to the Proposed Development.

Party means a party to this Agreement, including their successors and assigns.

Planning Proposal means the planning proposal made under Part 3 of the Act as specified in the Summary Sheet.

Precinct means the respective portion of the Land as shown on the plan in Schedule 2.

Proposed Development means the proposed development as described in the Summary Sheet.

Recoupment Event means, in relation to all or any part of the Benefitted Land, the occurrence of the following event after the date of this Agreement:

(a) the receipt by Council of any monetary contributions levied by Council or any other Authority in relation to the development or use of the relevant Benefitted Land including contributions imposed under section 94 or section 94A of the Act and all monetary contributions imposed under a Voluntary Planning Agreement for the acquisition of Dedication Lands or for undertaking the Works where the relevant Dedication Land has been dedicated to Council or the relevant Works have been completed.

For the avoidance of doubt, the receipt by Council of monetary contributions levied by Council or any other Authority in relation to the development or use of Benefitted Land is not a Recoupment Event if the monetary contributions relate to the provision of a material public benefit by Council that it is in addition to the material public benefit provided the Dedication Lands and the Works such as the acquisition of land other than the Dedication Lands for public purposes, embellishment of such land or road works.

Recoupment Sunset Date means the date that is 25 years after the date of Gazettal.

Rectification Certificate means a compliance certificate within the meaning of section 109C(1)(a)(v) of the Act to the effect that work the subject of a Rectification Notice has been completed in accordance with the notice.

Rectification Notice means a notice in writing that identifies a defect in an Item of Work and requires rectification of the defect within a specified period of time.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Relevant Dedication Land has the meaning given in clause 7.11.

Residential Lot means a lot which is intended to be used for the development of a single dwelling within the Land.

Security means a Bank Guarantee or bond in favour of the Council on terms satisfactory to the Council, or such other form of security as the parties may agree.

Security Amount means the amount stipulated in the Summary Sheet of this Agreement in accordance with section 93F(3)(g) of the Act, being a bond or guarantee for the enforcement of the Agreement in the event of a breach by the Developer.

Staged Development Application means a staged development application made under Part 4 Division 2A of the Act in respect of a concept proposal for the Proposed Development.

Subdivision Certificate means a certificate issued under section 109C(1)(d) of the Act.

Summary Sheet means the table in this Agreement that is identified as the Summary Sheet.

The Hills LEP means The Hills Local Environmental Plan 2012.

Works means the works described in the column marked "Description" in the table included in Schedule 3, and as identified by reference to the item number in column marked "Item No.", as it corresponds to the same item number on the plans included in Schedule 3.

Works-As-Executed-Plan means detailed plans and specifications of the completed Works

42.2. Interpretation

In this Agreement unless the context otherwise requires:

- 42.3. clause and subclause headings are for reference purposes only;
 - 42.3.1. the singular includes the plural and vice versa;
 - 42.3.2. words denoting any gender include all genders;
 - 42.3.3. reference to a person includes any other entity recognised by law and vice versa;
 - 42.3.4. where a word or phrase is defined its other grammatical forms have a corresponding meaning;
 - 42.3.5. any reference to a party to this Agreement includes its successors and permitted assigns;
 - 42.3.6. any reference to a provision of an Act or Regulation is a reference to that provision as at the date of this Agreement;
 - 42.3.7. any reference to any agreement or document includes that agreement or document as amended at any time;
 - 42.3.8. the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
 - 42.3.9. the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
 - 42.3.10. an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
 - 42.3.11. an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
 - 42.3.12. reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this Agreement;
 - 42.3.13. reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this Agreement means a cross

- reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- 42.3.14. when a thing is required to be done or money required to be paid under this Agreement on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day; and
- 42.3.15. reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

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Schedule 1 - Dedication Land

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4	8	120	Whaten Chairwige Park (12). Refer to Burnson shown in Box 12 Month Schedule 3 - Lot 16 / DP 259815 Copen Spree Maps (erres 1-18).	31822 40 / 81 90 81 80 82 80 / 82 90 82 90 83	S Morton after the data of tissue of a Subdivision Centitions by Council for the proposed subdivision to creat, cerdustrial bod in Their cart of the predict funnedatable addition the term of Destation Land.		2	1	
٧	8	180	Pockel Pint 4, Reits to location shown in Son Hill Merch Schedule 1 - Open Spiece Maps (came 1-15)	LA 21 / DP 25/916	8 Medite efter the dots of some of a Subchiden Certificas by Caural in the proposed subchiden to create resionate las in their part of the process manufaction address the earn of Dedocation Land.			2077/16 Car	<u> </u>
	2	និនិ	Coloury React in Predict. Refor to location shown his ten HE March Schedule 3 - Lot 40 / DP 255918 Calledon Reach May (Ann. 1924). Lot (1 / DP 255918	tor 40 / DP 25/916 104 (1) 707 25/916	In contextion with the Registration is MSW Land and Properly internation of the Para of Stadesfator and Stadesfator, Centrass in case and as a second context of the Centras of the Annalysis and Centras of the Centras of the Centras of the Centras of the Centra of the			7	T
<	MG.	32.0	Southern Chairtage kno - Coditionin Lands (9.0) Refer to location shows in Box Hill North Schoolds 3 - Whitee Management Map (Lenns 25-34) Part C.	Loes 16, 17, 21 / DP 255818	O motive star the data of lesse of a Shad-Makin Certificat, witch redates to the development at land with the present; and Products the SURS Fresherma Maximum within the product.			1, 82, 838,	T
٧	WCM	076		(abs 41, 44 (DP 255818)	It mentities after the date of lettine of a Bobohidon Certificatio which retains to the development of land within the president and readons has SCRPA Readonated Automore within the president.			12 051 044.77	
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Schedule 1 - Land Dedication

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	TOTAL	00 900 172 28	47 80 8 GI V 25	EA 755 200 43
LAJID DEDICATION	ROXIDATE AREA UNIT LAND DEDICATION	11 830 500 50	900	
	เหสา	æ	a	
	APPROXIDATE	\$2.25	ğ	
	DEDICATION DATE of EVENT	SI MONDE MAIN THE DESIGNATION OF SOCIONARY CANDELLE BY COUNCE for the proposed produktion to treats replaying the the ST part of the product introductibly militaring the team of Opdanton Land.	in confunction with the flegistration is NSV Land and Property information of the Plan of Subdeficials Centrals in confunction with the Central Plan of Subdeficials Central Plan of Subdeficial Plan of	
	UAKID TITLE	Lots 18, 46 (DP 255818	Loss 15, 44, 45, 47 / DP 2556:8	
Dedication land	DESCRIPTION	OS 13.0 Retor to became shown in Bon Hill Houth Schoolin 3 - Loin 18, 46 (OP 255018	Collector Roads in Readint Refer to location shown in 22.09 Too Na Herb Buthele 3 - Collector Roads Mago 23.0 (Lama 19.24).	
	SEM PIO	13.0	23.0	
	Type	8	, A	 Н
	Precises Type IVERIND DESCRIPTION	-	8	

Schedule 1 - Land Dedication

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акы коталыза	от контаниза	ФИ				LAND DEDICATION		
Precinct Type (TEU NO DESCRIPTION	NOTHERS		LAND TITLE	dedication date of event	APPROXIGATE AREA 19	PROXIMATE AREA SINT LAND DEGICATION	TOTAL	1076
Central Park Ptoying Floid Dedice Refer to location shown in Box Hill 10.0 Open Space Maps (terms 1-16)	Certain Peats Pia Parter to location Sport Spince, Ma	Central Perk Phylog Floki Oedecton Lands Refer to location shown in Box Hill North Schools 3 - Open, Space, Maps (terms 1-16)	Lass ex, 45, DP755616	Photo the Issue of a Subdivision Centitate for a stage of the Servicement that brainings the 2500th Residental Abanent with The Land,	45.9	and other states	ww.x	
Refer to locard Witter Merseg	topanan Park Refer to locari Valor Marag	North Schedule 3 - 25-34) Part C.	3/95/2 dd / th CD 53/9/8	of months with the data of those of a Sibbordson Certificate which relates to the development of land within the preshrul and reduces the 2012 Residential Alberners within the product.	8.5	200	100	Τ
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							10 ANY 404 11	

Schodule 1 - Land Dedication

			DEDICATION LAND				LAND DEDICATION		
Precinet	Typo	ITES NO	Typo ITEM NO DESCRIPTION	LAUD TITLE	Dedication date of event	PPROXIMATE AFFA IIN	MAY CAUGASTASSICATION	Total	
۵	ზ	98 88	Contenues Facility	Los 23 / DP 255618, Los 5 / 207750	Prior to the casus of a Build-ration Centricula for a stage of the Development that includes the 3000th Residential Abstracts within the Land.				
a	ទ	1,0	Viteramission Line Park Dedication Lands Risht to location stravn in Sox Hill North Schedule 3 - Open Space Maps (coms 1-16)	Lot 22, 23 / DP 255816	Phot to the tens of a Subdivision Conflicts for a stage of the Devisionment One Includes the 4000th Residential Allettrack within the Land.				
ď	8		NE Playing Fishsh Rater to location shown in Box Hit North Schwolde 3 - 7.0 Open Space Maps (come 1-16)	LK 22, 23 / OP 255616	Photo the leaso of a Subchiston Centions for a stage of the Development that beliables the 4000th Residential Abstract within			a manufacture	
d	ž,	19.0v	Colector Reads in Practical Relation to the action in Bore 468 North Schwodes 3 - Lots 22, 23 f OP 255016 General Reads Mayer (farms 1824). Lots 9, 10 f DP 593317	Loss 22, 23 / DP 255018 Loss 9, 10 / DP 583517	to conjunction with the Respictation at ISSM Land and Property Patermation of the Plan at Stackhiston and Stackhiston Confidence fire a state of the Georgean that earlier Machae to it is the Arminester partition, to be referred work. For earlier, it is to apprehen partition and the desire and the Confidence of the the Arminester section, to be referred development agreem.		<u> </u>	5.00	ľ
O	₫	25.6	Tresendation Line Perk Deduction Lands (1.0) Refer to location shown in Box Hill North Schoolse 3 - Dytate Management Maps (Runs 25-34) Part C.	2150es d0 / 01 201 2150es d0 / 01 201	S months after the dates of kains of a Cadofreien Certificate which reteas to the development of land with has product and Product the 2007s Residented Administrative White products.	3,	<u> </u>	CO 24.1 77.5 St	
۵	W.C.	28.5	Western porton (48) Refor to location shown in Box FGI, North Behadule 3 - Weter Hempersons Mays (sons 25-34) Part C.	LA 21 / DP 285816	S morte actor to data of states of a Eudowiden Corticata which relaxes to the development of land withs the product and Produce to \$3000 Residential abstract combinities products:	221	<u></u>	\$1.314.656.07	
						_			50
	_	L			***************************************	-	-		Ī

Schedulo 1 - Land Dedication

			OCOLCATIONILAND				LAND DEBICATION		
Precinct	Type	OH TIER	Type IYEM NO DESCRIPTION	LAND TITLE	DEDICATION DATE OF EVENT	APPROXAMATE	ISSUE A BAIR DEDICATION	1030	8
£	8	*	Central square and southern portion Reign to lectrics chown in Stor Hill North Schedule 3 - Open Space Maps (Cents 1-16)	25, 25, 28, 28 (OP 258) ft	Prior to the town of a Bubdishin Certitate for a stage of the Devolutions's that the base the 2500th Residency Alkinest with the Lend.	8	25		2
m —	174	19.04 21,0	Coloctor Roads in Practica Refer to locations above in Stor Hill North Scheouls 3 - Collector Roads Mays (fams 19-24).	Loss 25, 23, 77 (OP 23.56) 6	In conjustion with the Respiration at NOV Land and Placory information of the Fig. and Bacheline and Bacheline Cardinas is a table of the Provincement that of the Technica of the Minimental provincially that includes an experience work. For the Provincial Information of the Provincial Information In				1
w	WCW	σu	Central square and southern portorn (4A) Refer to locations shown in Box 148 Aboth Schedule 3 - Water Merophaneri News (dams 25-34) Peri C.	25, 20, 20 / 00 255816	Phys to the Seaso of a Subdivision Centitizate for a cauge of the Conventional that behaves the 19000 Residencia Abstract within the Lond.]	00:17/00	
Ē	NOW.	28.0	Writelam porton (18) Rater to tocation shown in Box NR North Schedula 3 - White Merapament Maps (come 25-34) Part C.	Less 25, 28 / DP 255618	Prior to the tease of a Subdivision Certitatie for a single of the Development that includes the 3000th Residential Albitment within the Lend.			11 745 596 5	Ţ
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Schedule 1 - Land Ondication

			DEDICATION LAND				2	АКО ОЕОКСАПОМ		
Predict	Type II	TEM NO	TYPO ITEM NO DESCRIPTION	LAISD TITLE	ΟΕΟΙζΑΤΙΟΝ ΩΑΤΕ ον ΕΥΕ/ <i>ΙΤ</i>	APPROXIISATE	elm Tell	MUNE LAKE GERBEREEN	TOTAL	OTE
-	so	6.0	Eastern Oranings Park Reint to focusion stronn in Box Hill North Schedule 3 - Opon Space Maps (tems 1-15)	Lots 25, 30, 31 / OP 2558:8	(8 koarts after the date of heare of a Suderhaton Centhera by Coard for the proposed subdifiabit to create residential los in The part of the product immediathy addeding the com of Dodceson Land.	28.5	ž	969	3 7 L. C.	
	క	14.0	North Schedule 3 -	31,505,700) (su)	8 kards star he cas of kans of a Saderkan Certaus by Cornel to fen proposes subdytion to creats incidental leas in Dats part of the product immediately explaining the starn of Deduction Land.	gy o	2	00 000 002 15	80000	
	8	15.0	Pockst Part 3 tendecaping Reter to location shown in Box (d) North Schoolde 3 - Open Space Maps (terms 1-16)	Let 20 J DP 255615	lo kurche zitur ins deze si istese di a Bubordsin Cantizas by Carrol for ny proposaci suborksion in stress restousial los in Dan para di De prodecti immedizado galdening des semi si Chelesson, Land.	es o	£	00,000,000	21,058,840.00	
·····	<u></u>	0,41	Coloron Roads in Precinct Refer to location above in Bar VII Morth Schedule 3 - Coloron Roads Laps (Sens 18-24)	26, 30, 31 / UP 255618	in contaction with the Registration at NSW Land and Property information of the Pars of Stackfalon and Stackfalon Centificate as tagge of the One-support that stoke the Assistance is the One formed as presented are very. Centerly, it is the parties theyoff on State work in General Assistance consistent with the developent residents development strategy.	2.65	Z	00 000 000 000 000 000 000 000 000 000	2 2 2	Ī
>	WCW	30.0	.0) th Schedule 3 - th Pen.C.	Let 30 / DP 255816	Brands afur ba das al faur of a Bubatelan Cerdena enth) subses to the development of lead with the product and becken the 3000 Residuates Abbress with the product.	0,08	æ	1594.467.00	\$523,462.06	
	\dashv									ā
_						-			25 509 945 10	

Schodule 1 - Land Dedication

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dedication land	DEDICATION LAND	DEDICATIONLAND						LAND DEDICATION		
Predict Type ITEM NO DESCRIPTION			LAND TITLE		OEDICATION DATE or EVERT	APPRODUMATE AREA		UNIT SANDOENS-STOP	10101	1079
537F park Dedication Lands Lots 4A, 4B / DP (33304			Lots 4A, 4B / DP 133304				_			
Refer to location shown in Box HR North Schwidte 3 - Lot 5 / OP 65628	Refer to incapon shown in Sox HR North Schedule 3 - Lot 5 / OP 65628	Refer to location shown in Soy 148 North Schedule 3 - Lot 5 / OP 55628	Let 5 / OP 55428		It Martin what he date of lattice of a Subdivision Confident by Council for the processed subdivision to count and formal late in				•	•••
6			Lot 1/00% 64211		that part of the practing immediately adjoining the dam of Dedication Land.	91.0	2	\$504 AR7 00	7.50	
POSSEG PO	(Coloctor Reads in record Last A 1850)	(Lobotto Hoade in recent	Lots 44, 48 / DP 135.04		In conjunction with the Regardation at NSW Land and Property Intermison of the Plan of Europeann and Subdynam Cardinals.		1		2000	Ī
Rater to location shown in Box 108 North Boxseode 3 - Lot 5 / CP 63828	Rater to focusion shown in Box KB North Boxeoule 3 - List 5 / CP 65525	Rater to location shown in Box 1G North Botheode 3 . Let 5 / GP 63826	Let 5 / CP 6582#		for a stage of the Development that actual includes or is in the immediate productly to the convert work. For clearly of actual		~~~			
TM 21,0 Cobector Reads Maps (forms 16-24). Lot 1 f DP 564211	-	-	Lor 1/09 564211		perior incertion that this work is delivered in status, consistent with the development englands development engineery	980	ž	41 Ann nne ne	C. R. 1 den on	
SSTF park Dedication Lands (6.0) [Lots 4.4, 48 / DP 1333.04			Lats 44, 48 / DP 135304	l			ľ		l	Ī
Refer to focusion shown in Box MR North Schedule 3 . Let \$ / DP 65826	-	Refer to location shown in Box MR North Schedule 3 . Let 5 / DP 55226	Let \$ / DP 65826		6 months with the cala of taxes of a Subdivision Continue which relates to the development of land with the practical and	_				
WCM 31.0 Water Management Maps (zens 25.34) Part C. [Lot 1/ OP5 6421]	31.0 Water Management Maps (coms 25-34) Part C. (1	-	Lot 1/0P5 64211		includes the 200th Residential Adoment within the precision.		2	267.00	SS 450 A70 OR	
										2
						•	_		214 444 40m 75	

Schedule 1 - Land Dedication

			DEDICATION CAND				LAND DEDICATION		
Precinct	Type.	INEB NO	Type ITEM NO DESCRIPTION	LAND TITLE	apedication date of event	APPROXIMATE AREA US	UNIT LAND DEDKATION	TOTAL	1015
x	ž	25.00 24.0	Collector Reacts in Practice Refer to becacher stream in Bor Hill Morth Schnodule 3 - Lox 2 r OP 233332 Collector Reacts Mays (Serms 19-24), et r C	Lot 2 r OP 253553 Lots 40, 41, 44 / DP 255818	hi confunction with the Reptimenor at NSW Land and Property information of the Plan at Subdividuo, and Subdividuo, Centitiess the state of the Development are state the Addison of the for hormation processing, the instant work of the distil, it is the parties fearaful that the work is deben of in tagges constitute with the development restorated development strategy.	2.27		2000	
×	Ş	33.0	SE Rowlen Pert. (11) Refer to Incusion streen in Box HE North Schoolsh 3 - White Management Haps (terms 25-24) Pert. C.	5:852-90/0+×1	S months attar De data tol lates of a Suborkton Corticata which teleties to the development of land within the present; and Produces the 2007 Residented Appoints within the present.	ļ		3	Π
x	8	613	St. Koterum Perk Refer to location strown in Box 146 North Schedule 3 - Open Space Maps (ferms 1-15)	La 41 / DP 255818	Shorts after the data of issue of a Subd-Volen Certificite by Courel for the proposed subd-form to create residential both in. that part of the procing immediately explaining the form of Ondonson Leng.	<u> </u>		2 40 10 5	Γ
¥	W.C.	33.0	SSE Riparten Park tambamaging (11) Rithar to bactories advance follows: 44 (44 LDP 255016 Vintera kamagaman skillang (farms 25-45 Part C.	Lobs 40, 41, 44 / DP 255616 Lobs 3, 4 / DP 253537	S monthe star the cost or issue of a Radeviden Contiens which retries to the development of lend within the product and Manuscan be 3,500 Residence Abounds with the product.			87288	
×	73.	34.0	Western Dreisings Park (12) Refor to location shown in Box VIII North Echedule 3 - Where Menegement Maps (seem 25-34) Part C.	Let 41 / DP 255618	Smootle after the data of issue of a Radowskin Confecusio which retains to the devisionment of land worth the present and That has \$500 Perchantal Adomest with the present.			8	
x	MCM	R.	Ribarian Part near oval Reter to location shown in Box 148 Horth Schedule 3 - Water Management Maps (forms 25-34) Part C.	Leg 41, 43, 44) DP 753816	S marche after the other of a Subdovidion Continens which retires to the development of land with the product and reclasse the 35th Residences Automet with the predict.			\$1,061,837,60	
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Schedule 1 - Land Dedication

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			Dedication Laud				LAND DEDICATION		
Precinct	Type	ITELS NO	Type ITEM NO DESCRIPTION	LAND TITLE	Dedication date of event	APPROXIMATE	HAIR SASID DEFICATION	TOYAL	9,00
	క	0,1	Transchaufer, Live First Deschape, is and it is 17 DP 207750 Person is Box Hell North Schwade, 3 - Let 17 DP 207750 Open State, Mayer (Berns 1-16)	Les 1 (DP 207756) Less 1, 2, 3 / DP 11(26)	Pier to the issue of a Subdivision Certitizes for a stage of the Development that includes the 4000th Residential Abstract within the Land.				
-	8	20	CPWtand	Lobe 1,2 / OP 11128	Pint to the basse of a Succhiblen Centities for a stage of the Development that enables the 400th Residential Abatment within the Land.			22 778028 ES	T
-	72	21.07	Collector Reach in 1 Riske to location shown in Born Hill North Schwiddle 3 - Lubb 1, 2, 31 (DP 11125) Collector Reach Maps Rame 19-23. Lot 1 0P 207750	Leds 1, 2, 31 OP 11128 Let 1 10P 207730	In conjunction with the Registration at NEW Land and Proporty Information of the Flas of Succeededs and Subchston, Centrals, as a set as the acceptance that share stacked as the Assistance of the Normalder potential to the Assistance of the Central to the Assistance of the Central to the Ce	ä			
-	3	25.0	Transmission Line Part Declaration Lands (1,0) Reit's backder statement in Dec. Reit's Reit's Schools 3 - Lot 1 / DP 207730 Where Management Rape (Rame 255-b) Part C. Lot 1, 2 J DP 11	Let 1 (DP 207758) Loss 1, 2, 3, DP 11128	Phys to the bease of a Subdivisor Centifices for a stage of the Development that trabates the 4000th Residential Albamers within the Lang.				
-	WCK	88	CPW Park Dedication Lands (3.0) Refer to Acceptor shown in Box 148 North Schedule 3 - Witter Management Mago (farms 25-34) Part C.	Lor 1 (10P 2077So Loss 1, 2 (10P 11128	Photo the lease of a Subdivibin Coefficial for a stage of the Development that Includes the 4000h Residence Abstract within the Land.			\$1,070,780.80	
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Schedula 1 - Land Dedication

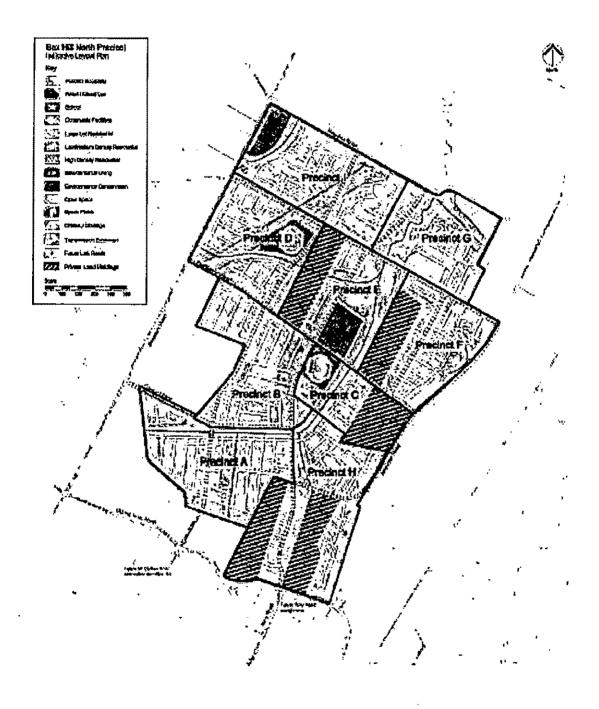
2707			200	0 000\$
CAND DEDICATION DEFECTION			E.	
APPROXIMATE PRFA	8.	1	1	
DB מומי חסא סאד פיר פעיקוד	YAY	NA.	NA.	
LAND VITLE	PUA – Road works wholly located withn stricting public foad reserve.	NAA – Road works wholly tocated within anticing public road reserve	NAA— Road waths which located within among public road reserve.	
DEOICATION LAND Predict Typo 11E4 NO DESCRIPTON	Estomas Raad Works, T.M. 19.0 Boundary Road Old Ptt Town Road	External Road Works 134 12.0 Old Ptl Town Road Terry Road	Examal Read Works TN 13.0 Old Pts Town Read SHN At Carmal Road	
1150110	10.0	120	3.0	
Type	7	2	2	4
Precheel	Esternal Praed Work	External Road Work	Exame Road Work	

Schedule 1 - Land Dedication

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Schedule 2 - Indicative Layout and Precinct Plan and Yield Schedule for the Land

(i) Indicative Layout and Precinct Plan for the Land



Schedule 2 - Indicative Layout and Precinct Plan and Yield Schedule for the Land

(ii) Yield Schedule for the Land

Precinct	Anticipated Dwellings
Α	593
В	897
С	243
D	405
E	545
F	331
G	190
Н	388
l	508
TOTAL	4100

Req:R442013	/Doc:DL	AN242637	/Rev:11-Apr-2018	/Sts:SC.OK	/Pgs:ALL	/Prt:16-Apr-2018	11:16	/Seq:51	of	71
Ref:pls7wbox	g /Src:)	Þ								

Schedule 3 – The Works (Clause 9)

VYDRKS FTELS 140 ITELS 66	ğ	ME		tain title	: :::::::::::::::::::::::::::::::::::::	CUARITY	VIORKS URIT	GATE.	TOTAL LOIS
.w. 0.21	\$1	WEISH Calugo Park	Proposed feather, planting with a high proposedon of realthe seadon and analite stack (expronentially 3 plants per m2). Native to bouldon shown in Box Hill Native Schoolsho 3 - Open Space Native (Borns 1-16).	LA 16/10° 25/818 14/21/00° 25/818	6 short's situ de que of state of a Subdividon Carditata by Council to the propopole (Latoridotho te beath nebberalli bits in the test of the product	95.0		90 90 83 84	8000
18.0		Produce Perk 4 bendrapping	Playgrand equipment, seeting, pathways, fighting. Refer to location strong in the MII North Schoolse. Open Space Maye (ferms 1-16).	LN 21 / DP 255616	o Monthe War for date of lease of a Bubbielon Ceritizan by Council for the systoces of Luckhelon for because netherhalb bot in the pari of the prachic	រឹ	£	900	0.000 0.000
22.0		Colecus Roach is Product	New Road Lawsen Laggines Flooring and Ord Pill Control Pi	\$5618	Prior to the leaso of a Subchishor Carillosis for a stage of the Downspread that offer bedone of its first hornestees productly to the relevant wart. For clearly, it is the perform feeting the factor of the factor of the Subchishor of stages consistent with the Goodston restorated contraring stages.	1278.78	e	8000	814 Det 200 m
97.0		Bus Sapa		Loss 40, 41 / DP 255818 Loss 15, 16, 17, 21 / DP 255818	Prior to the lature of a Subdivitor Certificate for a take of the Dovesporters that after includes or it is the tempodate produity to the relevant work. For classy, it is the purples aftersion from the work a otherwise in stages correlators with the development recipional diversions at strangy.	87	Ę	\$7,894.08	2) 28/2518
ã			But Boom within Collector Road combor, Rathe to location shown in Ber Hill North Schoolun 3 - Collector Roads Maps (Lanns 19- 24),	Lots 40, 41 / DP 255615 Lots 15, 18, 17, 21 / OP 255618	Ofter to the lease of a Suchelian Cardana for a stage of the Development that allow includes or a large of the Development that allow includes to the foreign and the second work. For cable, it is the second interface work. For cable, it is the second interface with the companion with the companion of anticopies accession with the	200	Eg.	57 B94.05	\$15.786.12
25 G		Peerdoca	Refer to bestlen shown in Schedule 3 - Box Hill Morth Collector Roads Maps (Berts 19-24, 29).	Let 17 (DP 259618	Prot is the least of a Substitution Gentlank for a stage of the Development that the brackets on the three modes. For charge, it is the brackets will not the charge is the parties to the charge is the parties to the charge is the parties to the charge to the charge to the charges with the development in the parties of the charges to the charges and the charges in another charge is an other charges.	81	Ę	00'000'001'5	00,000,00772
ž		Ordowey A	Refer to location shown in Box Hill North Echoche 1 - Collector Reads Nape (forms 19-24).	1004 15, 16, 17, 21, 40,41 / DP 255010	Pictri to the leave of a Subdivision Contents for a stage of the Domistonians for: about whether or is in the Immediate productly to the mineral work. For charty, it is the form the leavest of the charty and is the production of the leavest and the fore is the product foreign with work of the develope consistent with the developers are action to the consistent with the	920.00	E	8152.00	000 MA
ă		Returnation A	Screenhan rakgandan. Rular is Iscalton ahown in Seo Hill Heath Schaddie 3 - Water Maragement Uapa (terns 7-22) Pari B.	Lote 15, 16 / DP 255618	12 Motors size the data of letter of a Subdivision Conflicts by Council for the proposed subdivision to create residential lets in that section of the proached that ories to the work.	420.D	ş	#25.14	1190,000,00
. 5			Bor H		12 Northe star the disc of least of a Subdivision Conficting by Countil for the proposed subdivision to cream residential loss in this section of the practical for the debt so the work.	gove	25	388.8	EXES (COD.CO)
9			Bibraconton raingenden. Raine to bocation stroen in Box VG Horth Schootslo 3 - Wester Hampenment Magos (Roms 7-22) Perf. B.	17/DP 255618	12 Norths ship the date of base of a Subdivision Certificate by Countil for the proposed subdividual to pread a subdividual but in the section of the product that dates to the work.	126.0	Ę	8378.40	ಯಯಂಬಗ
នឹ	<u>_</u>		Culver, Refor to boalton erown in Bor Hill North Schoolso 3 - Witzer Management Maps (Lents 7-22) Part B.	Locs 16, 21 / DP 256616	Phor to the sease of a Subdividuo Contiticate for the opening of the react that is supported by the culvent. For chifty, I is the parties intertion that this work is tokened in Euges consistent with the developors residential development strategy.	90'	E	250,250,000	\$056.250.00
34.0	1	ng ans raymating (a.54 works within grades) - Greet Emballshment	Sterfling and regreding within entiting enecks.	2 morths who the or has development of land that of the order the land of land within the land in the conduct.	S constitu eites dro cares of sance of a Sunderharo Conferaio which makes up the development of hard within the practical and includes the SSOR Presidential development with the prochect.	02862	Ę	\$10.00	\$598,700.00
2		(rg) & descriptions - aug scheed wearns	Proceed rearts planting with a high procession of mishe species and make stack (approximately 2) plants per m2). Forter to becarior shown in the Mit North Schooling 3 Water Marketperior Like (Service 1997) and 1997 (Service 1997).	91995 ما 21, 21 (91	6 months after the daze of lease of a Stoch-Mono Conflicts which relates to the development of least orbits. The product and includes the SSON flexible class Monteres which to product.	88	r .	ar coo anns	00x000,5712
;			Proposed charten that has a light proposed charten the accordance and and a state stock (sportwarten) and state por m2). Rate to become chown his flow flow flow to become the state flow flow and sportwarten the sportwarten than sportwarten.		6 months after the date of lease of a Stochhebo Costacto which reduces to the developed of the state of the s				\$
ş	1	Western Darkings Park (12)	SSM) Peric	1,44/07/255616	Actual with the product	88	2	2400,000,00	\$20,000,726.24 \$85

			VARKS					SYDRIKS	TKS		
Pibeiner	90/1	OH RESI	жынд измина	DESCRIPTION	LAND WILE	HAND-OVER GYGNT	QUANTITY	TEHT	RATE	TOTAL LOTS	
ស	g	Ŏ.E.	Ducket David Lieutbookin	Phyground equipment, seating, pathweys, fighting, Rater to becation shown in Box NE North, Schopade 2 Open Epozes Julya, Rems. 1-16).	toox 18, 48 / DP 255918	\$ Norths sher the date of lease of a Subdivision Conflicts by Council for the procused scaleshies no teams residental logs in their port of the practical immediately adjativing no law of work.	Š			Co und access	
æ	Ą	22.0%	Colector Roads in Product	Now Road between Magueras Road and Old Pall Sown Board, Ruder to bession shown in Box 168 North. Schoolsh 3 - Zolbector Roads Mans (Berns 19-24).	Lees 18, ed. 45, 47 / DP 255518	Prior to the Gesse of a Schothelbrin Certificata for a stage of the Development that added with the second to the thorn the condition provides the ten relevance. Less calledy, it finds parties recruit ont of the work is conditioned to interest consistent with the	965.24	· 6	900	and the	
82	7	071	Out Stope	Bus Stops wern Collectis Road portfox. Town Road. Ruter to portfox thems in Box Hd Neyth Schools 3 - Jahoptor Poets Mays (Berts 19-24).	los 18, 44, 45, 47 / DP 25918	Prior to the factor of a Subderfam Certificate for a capp of the Development that ability about a terral factor of the parties for the factor of the factor	ş	į	8	415 7MR 10	
a	4	18.0	Bus Stops	Bus Stops with Collector Road corridor, Town Road, Ruter to beaution strown in Box 40 North Screedulo 3 - 2 albector Roads Micro (Bents 19-29).		Prior to the lature of a Schodelion Certificate for a stage of the Constitutions for catter in the forest of the forest priorities present for the forest particle prescribes the first forest		£.	87,894.08	\$15,762.12	
ස	Ę	ZED	Parrations	Returns broaden strown in Schedde 3 - Best Kill Narth Collector Roads Maps (Rems. 19-24, 25).	LA 44, DP 25816	Prior to the factor of a Sadd-Mari Conflame for a stage of the Devotationers for dather includes or is in the immediate prantity to the relevant work. For carry, it is to parties between the surfacement of the work is otherwise in Language consistent with the	200	<u> </u>	90'000'004\$	07000000	
В	WCK	24.0	Ste Filling and segmeding (1.54 works within creats) - Creat Embellationary	Gie fang and regreding within emisting crooks.	Lots 17, 44/ DP 255618	is morthy after the data of lease of a Subpliction Contacts which relates to the dominationment of land within the product and includes the 200th Residential Mortemen within the product.	5867.0	£	\$10.00	\$596,706.00	

Schedule 3 - Capital Works

Type ITELAND ITELANIANE	Tels no Tels have	Works Tem Hame		DESCRIPTION	LAND TITLE	MAHID-OVER EVELT	OUAUTITY	पाक्षर	WORKS RATE	fOTal, LOTS	u)
Total Burk playing the World 10.0 Commit First first world 10.0 Commit First first first world 10.0 Commit First first first world	trade, sport field profession for the control of th	interest in processing the processing of the pro	proces, poor floating, sports amortises the precibing with appropriate the precibing storage and precibing sto	Christian Social	Lot 44, 45, DP255618	Phir to the least of a Sudokebo Cedificate for a stage of the Development Stat. Practices for 25000 Residential Ademire which the Lend.			8 5		
	Cohems Rusts in Product		Upgrado di Rad Gao Edovabni di Jarylon To boulon shawin In Schadula 3 - Collect (Berre 19-24)	es Hosel, r Rosel, Pota for Hill North r Rosels Hop		Prior to the kaus of a Subdetion Conflictor for a rates of the Development that other scholars or is in the fermodiste produity to the relevant work. For clarity, it is to predict in terration that work is obtained by stages consistent with the Annatonian marketists development essents.	ş	E			
Bus State with Colourar Road orthors. Rule to bestimmthan thom the control orthors are to bestimmthan thom the bar the North Colourar shown the bar the North Colourar shown the bar the North Colourar shown the bar than the bar	Bus Grope		Bus Sapes widen Cal comfac. Rafer to bed Box Hill North Sched Callecter Routs Map 24).	Scratter Perd		Phys. In Do kano of a Subd-Mon Carificals for a supp of the Development that when faulton on its forb transfers paratials to the relevant work. For check, it is to peafler introduced the work is observed in support to the contribute with its developers neutronial development caringny.	871	5	8,58,78	20.00	
Refir to bestition shown to Relation 1994 1300. This is a bestition shown to Relation 1994 1300. This is a bestition 1994 1300. This is a bestition 1994 1300. This is a best to Relation 1994 1300. The R	Peter to boardon 3 - Borr 148 bean Rowrishou Happ (Brens 195	Refer to bestiden 3. Ber 141 Helen Mapp (Zerran 192)	Refur to tocation stoo \$ - Box Hill Harch Col Maps (Roma 19-24, 2	Proven in Schedus Collector Penets 4, 25).		Prior to the listing of a Stockwish Certitions for a titleg-of the Development that other Victions or is in the immediate prostribly to the referent work. For charty, it is the periods interforing the the viction of a collection of a titled consistent with the development and other viction of the viction of viction of the viction of vict	8	ā	20,000,0072	2700,000,00	
Flore to boatlon shown H Ban HG HT H H H Ban HG H H H H H H H H H H H H H H H H H H	Cyclowary C		Refer to boatlon show North Screedule 3 - Ca Maps (forms 19-24).	frown to Box Hill - Collector Road 4).	h Lot 43 / DP 255418	Phen to the leave of a Subchvison Centricuts for a stage of the Dovelopment that after includes or a linib immediate persistibly to the relevant work. For Celebry, it is no pursues threated that the leavest in attace consistent with the developmen residential foundationer strongly.	350.00	£	97.23(\$	00'002'85\$	
Borerotion ratiogation Peter to Location Beam in Beam Peter	Palinguron F		Beerstondon naingand location shown in Bee Schoolder 3 - Water Is Kapis (terms 7-22) Pt	ox, Petre to Hill Morth tenagoment ort it.	Lat 4 / DP 255616	12 Morder after the data of actor of a Subdivision Configure by Council to the proposed authorities to open residential that in the section of the product that data to the work.	1350.0	Ę	A17.04	00'000'08\$\$	
Butterdoom (1942-06) Butterdoom (1942-06)	Ratquisten G		Becretorion rangers in Becattor integers in Becattor integers in Becattoria (S Wester Schools in Becattoria (S Wester Manuel (S Wester Ma	John, Potter 10 or Mil North Maringement Set B.	LA 43 f DP 255816	12 kectes after the data of tasse of a Subdividen Centions by Council for the proposed subdivides to crosts residential but in that section of the product that dates to the work.	om:	ğ	20°5795	\$579,000,00	·
Sweld Swift Boulds then it in the swell sw	Swab Sway.		Switte. Refor to boo box Hill North Schie Management Maps Part B.	iber shown in Mar 3 - Water (berns 16-22)	Late 43, 44 / DP 255816	12 Abording agine the date of lease of a Subdiffulion Certificate by Council for the proposed subdiffulion to makes residential total in that section of the product that darks to the work.	200'00	£	81,085,00	\$217,000.00	
WCX. 24.0 Sto Filling and segmenting (a 54 works within cowies) - Great Embelderment certaing cowers.	Sto Filling and ingmafing (a.54 works within croads) - Great Embalishment (antaling croads.	Sto filling and reg orbiting create.	Sto filling and reg orbiting create.	niche grabin	Less 43, 44 / DP 255615	5 months attor the store of lease of e Subbreton Conducts within taked to free development of and within the procine and includes the 210th Residential Alberton its within the greatest.	59670	25	00'018	\$386,700.00	
Processor (Annual Processor) The control of the co	wadhana atuwi 19 (20 wada 194) 19 (20 wada 194) 19 (20 wada 194)	Proposed formal and property of and stands of China was and the Stands with a character of the Stands of the stands of the Stands of the Stands of the stands of the Stands of the Stand	Proposed formitten of the proposed formitten of and a second of the proposed formitten of the pr	pitarcing with a 1 rathro spocition (approximately 3 rive to location Neth Schoolsie 3 ris Maps (tiems		s moute and the data of keas of a Subdeletor Corticate which notice to the observation of the object of an object of and the condensation of the object of t					
WCM 29.0 Ripertun Park near ovel bridscoping (5.0)	Repertur Park nade ovel tardscaping (5.0)		25.34) Perf C.		Lots 43, 44 / DP 255818	Alekment within the processor.	334	_	3400,000,000	\$10,002,554,00	243

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stors													
YOTAL	92,700,000,20	50 50	2,47,500	821,318,890.00	2013:13	818	\$427,000,00	00,000,4752	\$674,000,000	000Z 928	2397,000,000	\$1.57	\$554,000.00
V/ORKS RATE	\$5,770.00	20 Sept.	au our our	00'000'11\$	87.834.63	800	27.52	477.50	នុ	\$629,250,00	\$10.00	\$400,000,00	or coorsors
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ОВАНПГУ	1000.00		Ŕ	tithe.oe	4.00	1112.00	orous	6,000	2300.0	96,1	387780	3.04	22
Hamd-Oven Event	Prior to the Cast of Lat 1 / 207750 Includes the Seaso of the suborkishon conflicts for a stage of the Development that	Phot to the base of a Stackstein Cerifician for a sings of the Development (b); Products the scoots Ratiferth's Abstract within the Land.	Pitri is the issue of a Black-Mahon Certificate for a stage of the Certification of the Indian for the Certification of the Certificati	Prive to the leaso of a Subdelaton Certitions by a stage of the Development that older includes on is in the homodome products to the national respectivity to the national works. For theirin, it is to produce it includes the north of leaderment in defended in chapse consistent with the phorotopes, tableshill development anongy.	Prior to the listure of a Scatchiston Certificials for a range of the Development that elses freduces or is in the termodities proximity to the robust work. For dataly, it is the person termoder that they work is addressed in stages constitute with the development restrictualists development assessing.	Prity to the base of a Catachheton Continent for a stage of the Conneporation of the information of the formation of the form	12 berte alter Do data of kans of a Sachhelon Certitato by Council to the proposed substitution to creats residential tota in that section of the predict that datas to the section of the predict that	It is based as after the date of lease of a Subobeliation Certificate by Council for the proposed subobeliation to create metidential less in that section of the product that dottes some	12 Months albut the date of lease of a Subshiston Certificate by Council for the proposed subshiston to create residential lists in the section of the prochect for drafts to the sock.	Pring to the textus of a Subdivision Certificate for the operating of the most start in supported by the colivers. For climit, it is the parties benefice that this work is perfected to subgest consistent with the development residential constitutional startogy.	6 moothe state the data of learne of a Superfedent Continger which it desire to the devolupment of burd within the proches and includes the 380th Residential Alexinest within the proches.	8 monthe after the cities of state of a Euclobelian Carlifacts which makes no the development of the of white the special and because for 3000 Residential Mounter within the projected.	il morthe albe the date of base of a Substriction Contillate with indian to the dominated and fractions the 300th Pastdential Autometer with the protect and fractions the 300th Pastdential
(АНД ТП.Е	Let 23 / DP 255818, Let 1 / 307750	ios 22, 23 / DF 256818	2, 23 / 69 2556:6	Loss 22, 23 (DP 255918 Loss 9, 10 / OP 555517	LOUE 22, 23 / DP 255918 Loue 6, 10 / DP 560517		Lot 9 / DP 560517 Lot 27 / DP 255418	Lot 23 / OP 253016	10(23/00/2558/8	8195Z d2/EZ 87	Los 10 / DP 593517 Los 22, 23 / DP 255816	91 8552 dG / G1 PG1 41 8255 dG / G1 PG1	\$185C 90 / CC PC)
DESCRIPTION	sporting fleidle to elect of transmission free	Proposed destan planking with a high proposed of networks species and smaller study (reprominately 3 forces por m3, Reide to beauthous from the Wilder to beauthous thrown in Bon-Hill Marth Schedule 3 choro Spece Maps Semis		Hagrato of Red Cauber Pred, New Road between Magnites Road and Old Part Town Road. Roler to Petalline shown in Blac (Ad North Schedule J. Coffedor Penats Magn. Load 22, 27 (197 2556) 8 Deman 19-24. Load 29, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20	Das Stype within Collector Road controls. Rafer to locations shown in Box Hill North Schedule 3 - Collector Parents Maps (Derms 19-24).	Reter to location shown in Box Kill North Schedule 3 - Collector Floads Maps, (sems 18-24).	Bhrotanton ratiganden. Rafet to begiten streen in Box KR North. Schoolse 3 - Water könnigement. Maps (Zems 7-22) Part B.	Borecardon raingarden. Refor to Iocaton shown to Box Hill North Genedalo 3 - Water Management Maps (texns 1,22) Pest B.	Blencturken rakngarden, Refer so boatten stroen in Box Hill North Schoolske 3 - Watse Managamera Maps (terns 7:27) Pert B.	Calvert, Rethr to boarbon shown in Bor Mil North Scholule 3 - Water Management Maps (Bons 7-22) Part 6.	Sto filing and representing within extering creates.	Princesod feerless pelanting artis a ratio de carbos species and carbos species are est est describer to becation strom in Bar Hall Naria Schoolska 3. Witter Machigan (farms 55-34) Par 15. P	Proposed dysetten planting with a hypopocation of move supplies and smaller stack (approximately a last per mol.) Refer to broaden although the RER Neath Schoolde 3 - Water Changement state (terms 25-34) Part C.
отоякз тесь илие	Community Fedity	Troumbalor (bo Pric worts	NE styty lets enbetsmen	Collector Roads in Predict.	Ras Suose	Octowasy D.	Palrogarden H	Sasquodeci	Ratioarden J	Corporal	Sto Filling and regressing (s.Ds worts withh crees) - Creek Embellishmen	(1.1) عامد اکتاح بالحال مانیشتندورون	Western portlon (48)
V (1) OH 1731	9	, d.	7.0 K	19.00 22.00 0.00	98	2970	14.0	15.6	9.00	92		ş	
11.00		8		ă.	5	4	WCM	WCM	Ž	Į Š	Š	ğ	YO.
Precinci T	6	o	a	٥	٠ ه	٥	5	<i>s</i>	a	۵		۵	

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	Type	וובא אס	item alakie	DESCRIPTION	LAND TITLE	Havid-Oven Evely	OURSTITY	E Three	RATE TOTAL	g
	8	47	Coetral agrams and southern portion	Proposed operion plansing with a high proposedon of nethre species and amades stock (approximately 3 plants per m2).	(es 2, 28, 28/09 25,5816	Prior to the tesso of a Bubdivision Certificate tor a single of the Dovelopment dus technology for Eastbornia Abstracts with the Levi				
	<u> </u>	19.0V 20.0V 21.0	Colector Roads N. Practice	New Road between Napplers Foad and Old Ptt Town Road. Raths to boatton shown in Dox Hill North. Schooled a Collector Roads Maya (from 19.24).		Prior to the knue of a Bubdhelan Conficus for a stage of the Development that either induces or it is the immediate promiting in the stehenst work. For extery, it is the parties intends noth the work is deferred in stages correlative with the				
 	ě	1		Bus Stops widnin Collecture Road corridor. Refer to treaten shown in Box Hill North Schoolse 3: Collector Roade More (frams 19- 20).	200 200 200 E	Principles interesting towards and an article of the control of the principles of a following the control of th	ξ .	000000113	8	8 5
	T,	18.0		But Store worm Collector Stord contider Petet to location grown in Box Hill North Echocule 5 - Collector Roads More (tems 19- 24).	1.00s 25, 23, 27 / DP 259416	Prior to the tapes of a Bubdhytin Certificans for a stage of the Development from other fuctions or is a live immediate practicely to the stages of the Development from the One production of the Development from the Certificans of the Certificans.			27.001.21.01.01.01.01.01.01.01.01.01.01.01.01.01	
	ХĽ	oraz	Optionary E			Pries to the testas of a Subdefution Certitiens for a range of the Development that blow testable or is in the immedian proteinly to the informat work. For darky, it is to be parties startion that the work is defenred in stages consistent with the development entering in stages.	1			
	no _w	Q.	Blash A	Contained Batch Frobidity Unse (3) resident Contained and Contained and Contained and San House Booken about it San Booken and House Contained as Water San		Photo to the beats of a Buddheam Cardidates has a stage of the Onvelopment that headage the 2000th Residential Abances which the same that	-		Ā	8
	W.C.	220	Basha A Wegi,	Combined Bash Including one (1) integrated and GPT, Refer to benition alrown in Box 1/2 Metric Schoolse 3 - Webs Management Maps (Some 1-6) Pers A.	Let 25 / 10 P 254618	Prov to the tease of a Buddwidon Cerlibrate for a stage of the Dovelopment Unit Instants the 200th Residential Albamont within the Linck	9,000,01			8
l	Š	3.6	Bash A Soro.	Bazh, Rater to bozzlan shown in Box Hill North Schodulo 3 - Wizze Wantgomorti Mizza (Itoma 1-6) Part A.	Lot 27 / OP 255618	Prior to the letture of a Schaffich Certificate for a stage of the Development that headens the 15000th Statebarthal Additional within the Land.	<u> </u>			8
	ğ	27.0	Swale Swoo	Surako, Partur to bocaton eroum in Bos Hill North Schodule 3 - Witzer Maragement Maps (coms 16-22) Part B.	10.27 / 0.9 255816	Prior to the bease of a Subdivition Carditatio for a stage of the Development that Process the \$50000 Residencial Albament within the Lend.	8	**		8
	WCW.	24.0	Ste Filling and regnating (s.Se works within credits) - Creek Embelbhroan		Lots 24, 25, 25, 37 / DP 255816	Prior to the date of a SLECFISION Conflicts for a stage of the Development that reduces the 3500th Residential Allement within the Land.	6£965		\$10.00	8
	KÖ.	27.0	Cereral acuses and southern sortion (44)	Processed reserves peacing with a high proportion of reches species and smaller tools (sopromoted) a first to be carden allows in Box 18 fearth Schedule 3 - Water fearth Schedule 3 - Water Part C.		Prov to the learns of a Euclobelian Centrolate to a stage of the Dovelbymont first tracked to 2,500th Readbelian Alexandry with the Lead.	8 =	0070005 0005 at	*	8
				Proposed franths planting with a high proporation of malve souths and smaller strock (expredimenty 1 barts for m2) Retro to becation shown in Box HR North Schedule 3 - Water Management Nape (terms 25-34)		orty to the beau of a Globritan Contains for a time of the Development that	3			
7	Z,	38.0	[Western porton (4B)	Partic	Des 25, 25 / UP 250616	PROCESS DIS SECOND RESIDENCE ARCHITECT WITH THE LINE.	57	78 3400,000.00	\$1,774,400.00	242

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LOTS	<u> </u>								
TOTAL LC	\$1,450,000.00	00'000'1903	00'062'1563	123,145,780,00	\$15,768.12	\$20,400.00	CD.000,875,12	00'000'60113	
AATE	000000071	007 0007 00098	00'000'0029\$	\$1.000.00	\$7,894.08	\$152.00	a: NC3	\$10.00	
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OUARITETY	3.6	62.9	6 <u>7</u> 0	2104.18	2.00	200,000	0,0000	988	
нано-оуен суент	U worthe aries the case of lease of a Eaderhalon Coordinans by Council for the provisions buckership to be the redsorable buckers redsorable buckers redsorable buckers and work.	9 Morths after the data of State of a State falon Confliction by Council for the proposed stackfalon to this methorical issue in their part of the presched instructionary attention for litting with which the preschip instruction at work.	6 territe star the date of leaso of a Subdekton Centitiess by Council for the proposed packedwish to season antidocaled be in the period for product immediately applied to turn of work.	Prior to fine lease or a Batachelon Cardones for a range of the Covertonment but the broadcas in a limit to make the subsect work. For Galoty, it is to poster therefore the first work is the poster to expense it is the poster to expense it is the poster to expense it is the control of the	Prior to the base of n Subdivible Corditate has a single of the Development cost of the traducts or is in the fermiodize proximity to the network work. For casely, it is by a particle that therefore the flavor is of development assumptions. Assumptions analogously development assumpty.	Prior is the know of a Subarbation Caralteria for a range of the Development our by the Photologica is in the International protointhy to the internat work. For obtain, it is the parties through the first work is defined in Supras consistent with the threetopous neutloantial forestopment stations.	12 Meriter after the data of lease of a Stoch-Nation Contitions by Council for the proposed sub-folders to create readdersid loss in that section of the product that onesies.	6 months after the date of fears of a Satisfedom Confliction with relates to the downward and are designed and fedurates to 3000 floatbeedad Abornera within the product.	o morths ofter the data of lates of a Rechridon Contlates with redome to The semination of the series of the serie
LAND TITLE	8188255 HG ∮16,06,06 858 seq.	Lx 31 / DP 2558 16	Ja 28 7 OP 2558 16	JOS 20, 30, 31 / DP 255816	30.50 ± 25.50 €	Lot 27 / GP 253616	81885 90 / DF 258818	LOS 23, 30/09 259815	-
10014802530	Proposed repartur, pharting with a high proporation of restive species and smaller stock (exponentments) of plants on mitt, Resting is provided strong to the School Schools of Thom is too Mittle (forms 1-15).	Penground equipment, steating, pathways, lighting, Rafer to boaries stream in the Hill Neeth Schedule 3 Open Space Maps (Terns 1-16).	3 6	Upgrade of Ned Outhers Nood. Refer to boardon shown in Box Hill North Schedule 3 - Collector Roads Maps (Ferra 19-24).	Gue Singes within Collection Flored confider, Rollet in lecution shown in Bar Vall Newth Schoolship (1 - Collection Resetts Maps (1 mms 19- 24).	8	Combined Bash Inchacing one (1) rabigation and GPT, Rates to boardon shown in Box 162 Newson Schools 2 - West Management Mana Cheris 143) Part A.	Ste (Ring and regrading within existing process.	Proposed results plasting with a high proposetion of reche specide and smaller stock (exproximetely 3 plants per m2). Refer to location shown in the MS Metal Schools 3
	Ession Oratoge Past brotocapto	Pocker Part, 2 beckscaping	Pythogram (Ung Impou		Out Stays		Poch R	Ste Filling and degrading (s.bk works with creeks) - Creek Enthebahment	
HERMO HERMARE	2 <u>3</u>	14.0	0.21 eF	25.50 25.50	0,73		9		
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Schedule 3 - Capital Works

	LOTS								
	TOTAL	8	\$\$.025.020.00	5683,000.00	07000'6218	\$195,000.00	00703	\$298,000,00	\$137,000,00
WORKS	RATE	80'05	\$11,000.00	17.7213	79'818	\$19.00	orot	ER 1858	53.73.
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	OUARTHEY	<u>a</u>	ares,	1550.0	9622	19690	âr,û	0085	QC0+2
	HAND-OVER EVENT	8 Northe after the date of lease at a Succhision Centings by Council for the proposes stackforther to receive restricted lists in the post of the presence introduced publishing the laten of work.	Prive to the latter of a Externation Certificial for a stage of the Development Part offer shaddes or is in the furnesting proteinty to the relevant work. For about, it is the perform the freedom to the work of development resting to development resting to	12 Months size the date of state of a Euclobelion Certificate by Council for the proposed states to the section of the product for defens to the section of the product for defens to the section.	12 Northus shar the date of base of a Subdivision Certiticus by Council for the proposed subdivision to proson residential top in that section of the product that section to the subdivision.	S mentine after the dam of leave of a Subchelon Centriques which relates to the deconstruct of land within the product and relates the 200th Residential deconstruct within the product.	6 morthe after the data of bases of a Subdividori Certificate witch relates to the University and a best within the present and trebates the 170th Residents Alements within the product.	12 Jeordia ester the case of team of a Eubodivistion Confliction by Council for the proposed autofritution to creative residential test in first section of the product frail drains (o) the work.	12 Mordis sittle the date of lease of a Schod-Achin Certificate by Council to the proposed such date or areas realtened that in the section of the product that dates to the work.
	LAND TITLE	Lots 44, 48 / DP 133304 Lot 5 / DP 65678 Lot 1 / DP5 64211	Lets 44, 49 f DP 135304 Let 5 f DP 65923 Let 1 f DP 564211	Let 5 / DP 548288	POSSE 40 / 80 / 90 PO	Loss 48 4 46/DP 135304 Lot 5/DP 658236 Lot 1/DP 564211	decktry with a clock of each o	70XSE1 40 / 68 / 70* 77	Mari di iga es es
	DESCRIPTION	Processed startum planting with a Myth procession of native section and entire starting section and section and entire section and the section and entire section and entire section and entire section and entire section sec	New Radio Revenors Barratory Read and Langelore Road, Refer to boarding above to Barratory Read Screekler's - Collector Reads large large for SCREE (Berns 19-24).	Borenation ratigation. Role to location above 19 North Schedule 3 - Ware Management Maps (2019 27) Part B.	Blordenton mitgarden. Refer to bookien stown in Box Hill Nestr. Schoolie 3 - Water Management Water (Berns 7-22) Pert B.	Sto filting and regnoling within existing concin.	Proposed thereins sketching with a first proposed on cashe spoods and makes stack (supportable) plants per mith. Refer to beather streem in Box Hill Nath Schoolse 3: Witten short stand Julys (tems 55-34) Part C.	Bibratanton rainganton, Refer to boatibe shown in Box Hit North Schoolse 3 - Webe Management Mages (borns 7-22) Plant B.	Swells, Rober to bootton above in Box Hill North Schoolse 3 - Weber Management Maps (terms 18-22) Descrip
YORKS	TELINAME	SYTP park world	Coberan Facets is Product	Rakqarden X	Schoot of Management of Manage	Sto Pilling and regrading (s.pt worsa within creeks). Creek Embellishmoni	(ILI) STORY WATER (ILI)	Ratumán (NAME AND
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	Type (TE	8		Ş	ğ	<u> </u>	ð	ACA.	
	Precinct		d		c		c		

Schedule 3 - Capital Works

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	D . B		Bus Saps within Collector Road control, sink to location shown in Best Hall heigh Schoolso 3 - Collector Roads Maps (farms 19- 1) 24).	Refer to location shown in Box His Horth Schoolship 3 - Collector Roads Maps (terns 16-24).	0 0	Borecordon nakoparden, Reter to boodon siverni in Box Hit North Schoole 3 - Wider Management Mapa (Tenns 7, 22) Pest B.	Culvat, Refer to tocation stown in the Management March Schoolule 3 - Water Management Maps (forta 7-22) Part B.	oding with	2 6	Biorination ratigantam. Rater to ecation shown in Box Hill Nath Schools 3 - Water Management Hape (Parts 25-34) Part C.	Proposed reserve planting with a high proposed in rache species and enable stock (approximately 3 pears per rach feller in becales it shown in the filter all internal feller internal f	
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Schedule 3 - Capital Works

			VAPRES			2			VIORMS		
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_	Ş	, , , , , , , , , , , , , , , , , , ,	Tonernitator Lin Park motts !! D)	Proposed fundant planting with a New proporation of make species and smaller stock (representative) plants per m21. Refer to bocation shown in Box HB News Schoolsh 3 Water Management Mana (Roma 25-34) Per C.	3 124 t / DP 207750 1.00 1,2 3 / DP 11120	0 months after the dates of leaves of a Subdivibion Centhaus within relation to the development of their developments. It is subdivible the addition Residential Adequates which he products.	ą.		07000 00 PF	దాయి 274	
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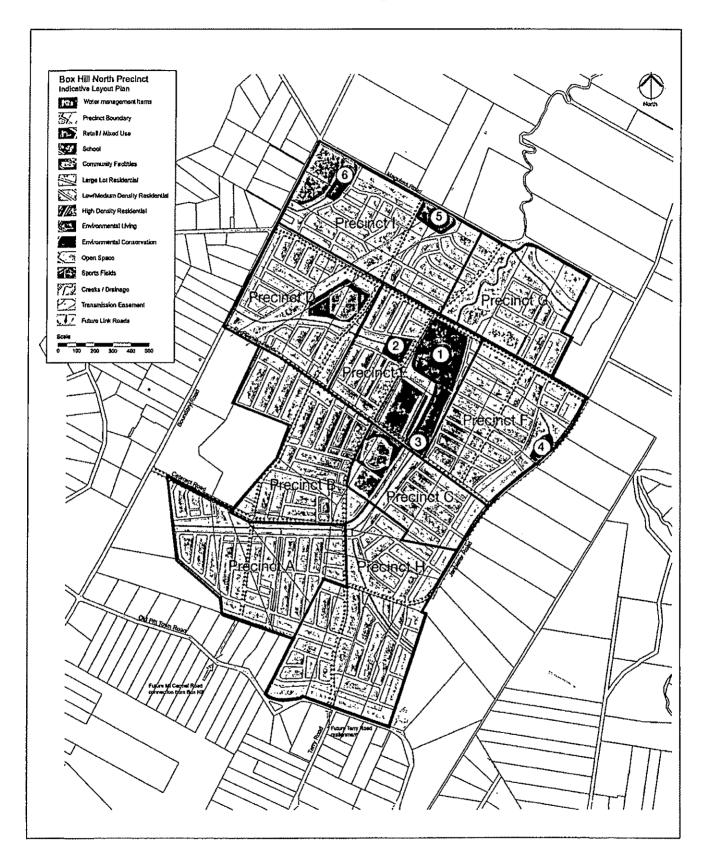
Schedute 3 - Capital Works

Version 5

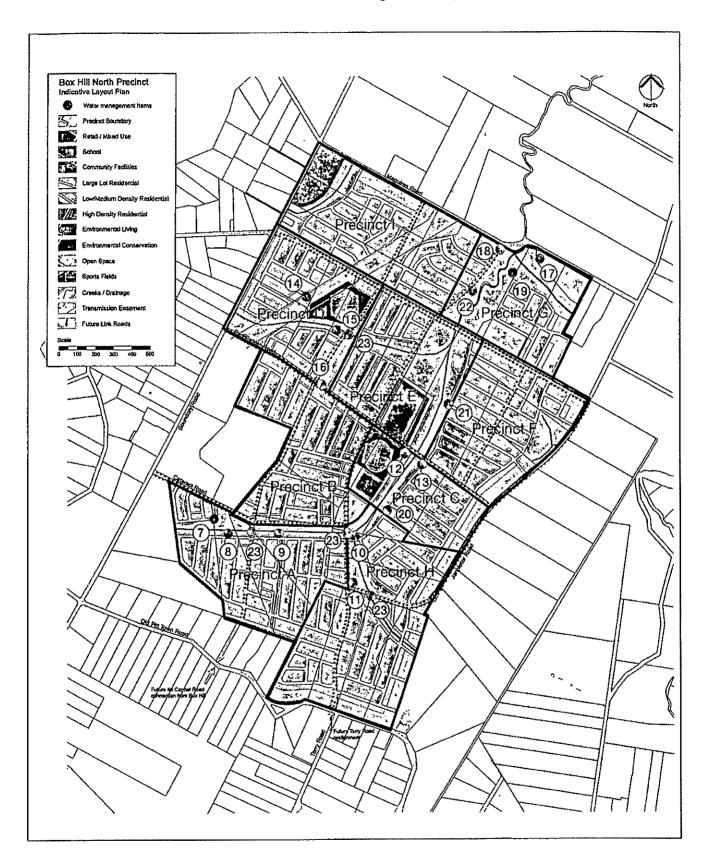
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Procinet	ed/s	TELI NO	stellind iterisarie	DESCRIPTION	L4/ ነ ው ዝገዢድ	Hard-over event	OWARINTY	Unit	RATE	TOTAL LOTS
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Errome Road Warts	2	919	Od Pt. John Rood BN kt Corns Rood	One Lave Roundsbour	Old Pla Town Road (within entaing) public med reserve)	Old Pitt Team Road (with entailing Phies to the lates at a Subahkian Centitions for a stage of the Development that public noof reserve) Includes the 1500th Sanderstell Alexands within the land.	961	ges2	31,000,000,00	\$1,000,000.00
External Road Works	Ą	12.0	Obl Par Town Read Years Read	Octal Lerra Powerchbauk	Old Pt: Town Road (within entiting)	Oid Pt. Town Road (within estating Phytr to the base at a Subdivision Centificate los a stage at the Development that public read statems).	87	5	00'000'000'15	04,000,000,12
External Road Works	MI	grs	Avrangitore Read The Writer Land Withers Rend	Left Turn Gip lane from Avantypove Road (northbound) http: The Water Lane (wostbound)	s from 5 (morbboard) into Avangative Rood (within exhibit) implificund)	Prior to the laste of a Subdifictor Certitions for a stage of the Development that include the 2000th Residential Albertons within the Land.	8	Ş	00'00'0623	00 000 00CF
Erternal Road Works	ΤV	15.0	Bourdary Road benween Old Per Town Plans and Maguitres Road	including shoulder withorthy, kerb and putter and drainings works on session confegerery	hts entating	Pror to the base of a Subdivibra Cordinate for a stage of the Development that includes the pooten Residential Manners within the Land.	2771.00	E	\$360.00	00'000'000'1\$
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Schedule 3 - Capital Works

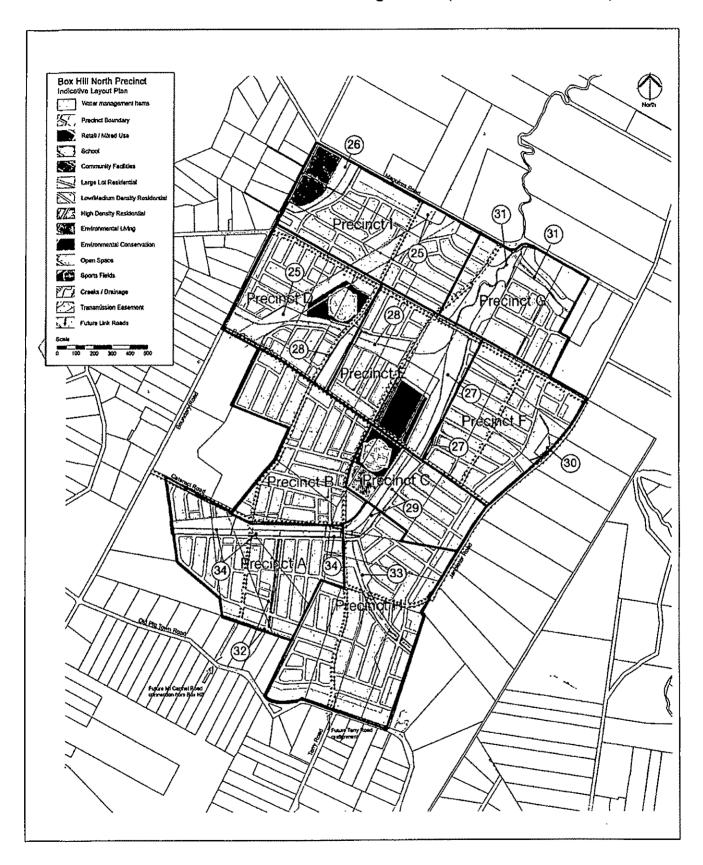
Schedule 3 - Box Hill North Water Management (WCM Items 1-6) Part A



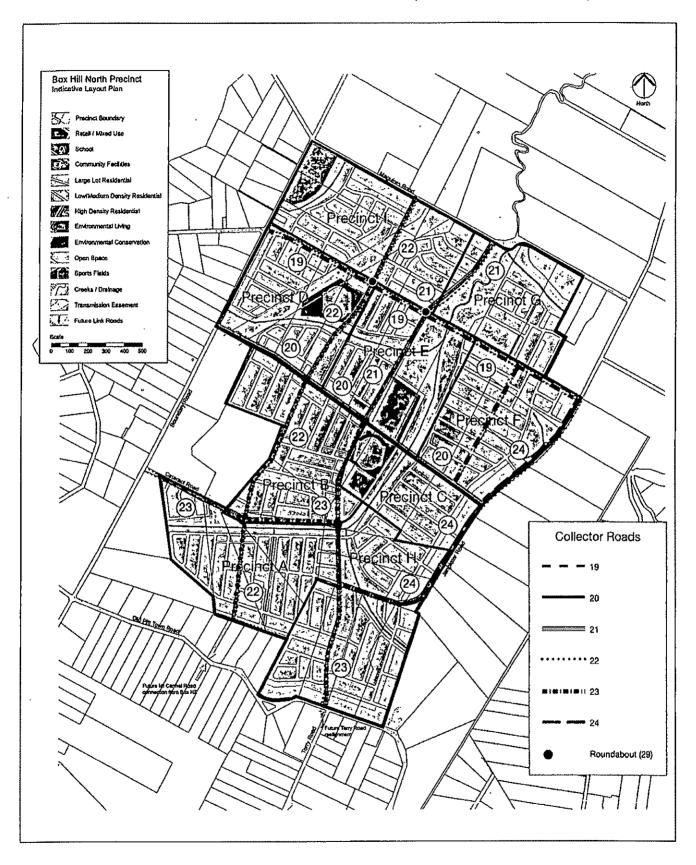
Schedule 3 - Box Hill North Water Management (WCM Items 7-23) Part B



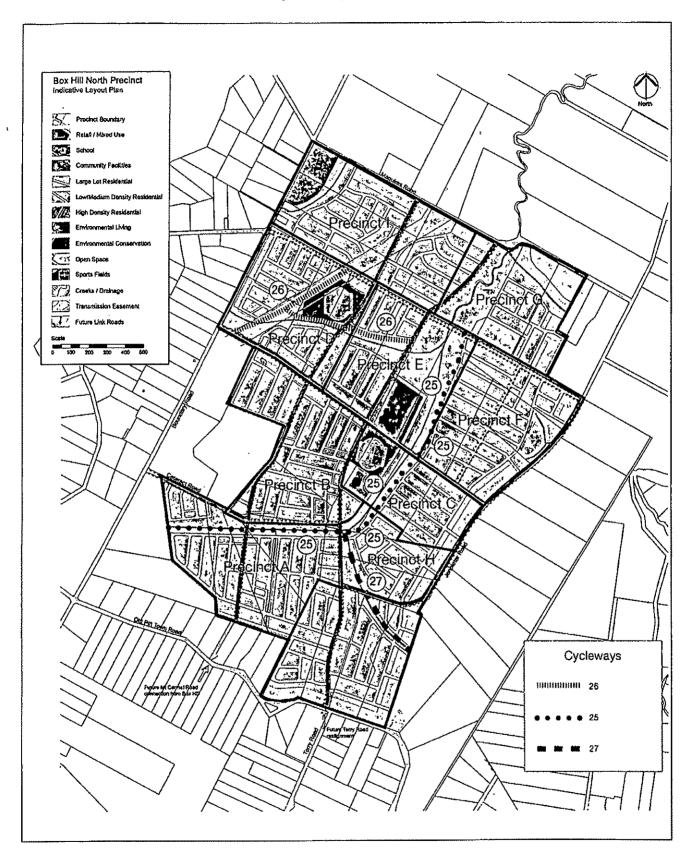
Schedule 3 - Box Hill North Water Management (WCM Items 25-34) Part C



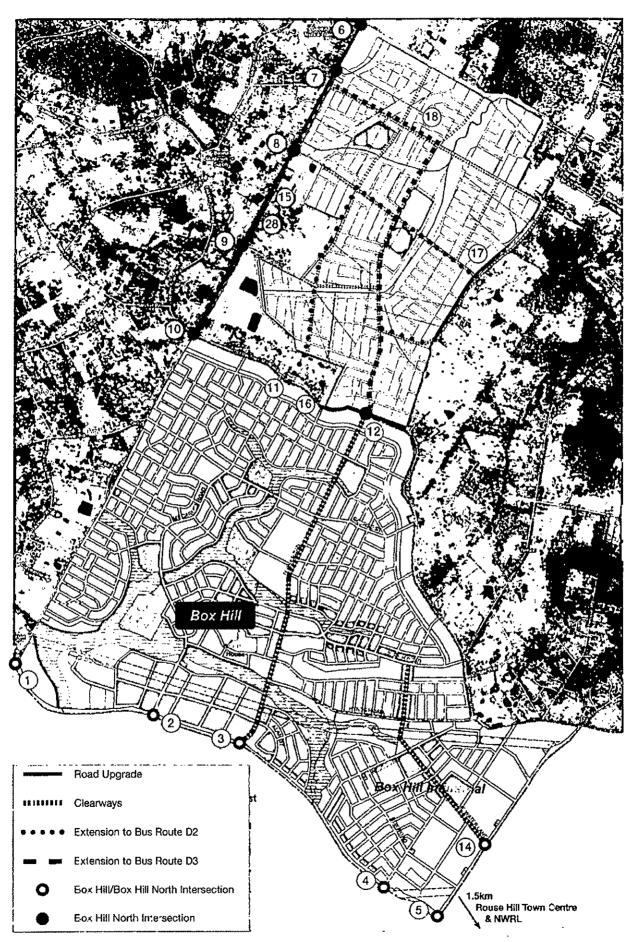
Schedule 3 - Box Hill North Collector Roads (TM Items 19-24, 29)



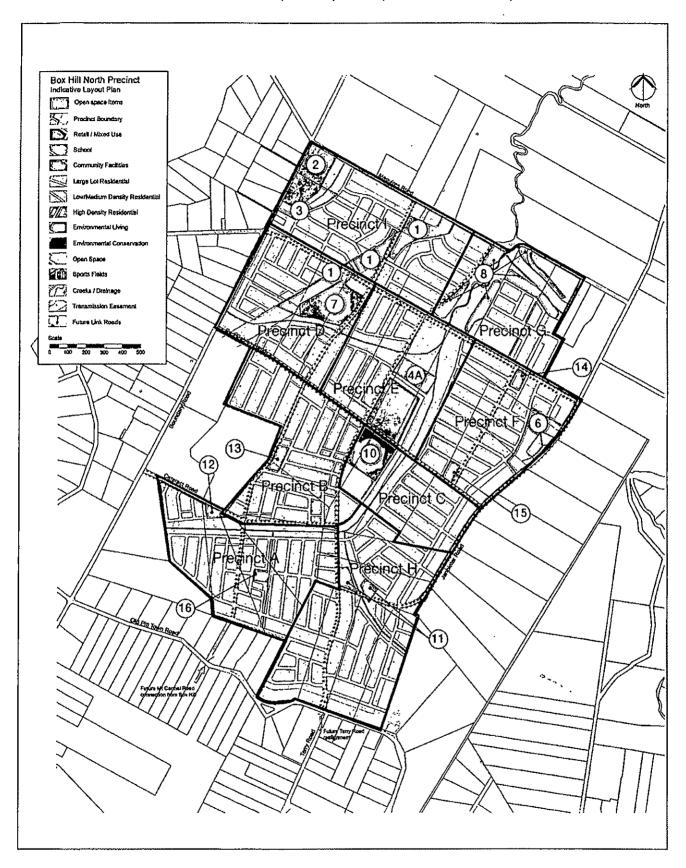
Schedule 3 - Box Hill North Cycleways (TM Items 25-27)



Schedule 3 - Box Hill North Traffic and Roads (TM Items 1-18, 28)



Schedule 3 - Box Hill North Open Space (OS Items 1-16)



Req:R442013 /Doc:DL AN242637 /Rev:11-Apr-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-Apr-2018 11:16 /Seq:69 of 71 Ref:pls7wboxg /Src:P

Schedule 4 - Benefitted Land Schedule

Column 1		
Benefitted Land		
24 in DP 255616		
28 in DP 255616		
Lots 421, 422, 423, 424 and 425 in DP 1183810		
3 in DP 253552		
1 in DP 253552		
1 in DP 782360		

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Page 69 of 71

Execution Page	
The common seal of The Hills Shire-Council was affixed under a resolution passed-by council on - 2010 in the presence of:	
General Manager	Mayor
Executed by the Developer in accordance with s127 of the Corporations Act 2001 (Cth):	Jame.
Secretary/Director George Tsekouras	Director John Camilleri
Print name	Print name

Execution Page	
The common seal of The Hills Stirre Council was affixed under a resolution passed by council on .2.8. Apr. 1	
General Manager	Mayor
Dave Walker Print name	Andrew Jefferies Print name
Witness Pefer Dayle Print name	28/4/2015
Executed by the Developer in accordance with s127 of the Corporations Act 2001 (Cth):	
Secretary/Director	Director
Print name	Print name

Cargana

AC-



THE HILLS SHIRE COUNCIL

3 Columbia Court, Baulkham Hills NSW 2153 PO Box 7064, Baulkham Hills BC NSW 2153

Telephone +612 9843 0555 Facsimilie +612 9843 0409 Email council@thehills.nsw.gov.au www.thehills.nsw.gov.au

DX 9966 Norwest

ABN No. 25 034 494 656

PLANNING CERTIFICATE UNDER SECTION 10.7 (2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number:

96138

Reference:

CG:112638

Issue Date:

16 April 2018

Receipt No:

Fee Paid:

\$ 53.00

ADDRESS:

181-191 Boundary Road, MARAYLYA NSW 2765

DESCRIPTION:

Lot 11 DP 1238469

The land is zoned:

Zone RE1 Public Recreation Zone R3 Medium Density Residential Zone R2 Low Density Residential

The following prescribed matters apply to the land to which this certificate relates:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act, the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

PLEASE NOTE: THIS CERTIFICATE IS AUTOMATICALLY GENERATED. IT MAY CONTAIN EXCESSIVE SPACES AND/OR BLANK PAGES.

THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS PRESCRIBED UNDER SECTION 10.7 (2) OF THE ABOVE ACT.

1. Names of relevant planning instruments and DCPs

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

(A) Local Environmental Plans

The Hills Local Environmental Plan 2012, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

State Environmental Planning Policies

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SEPP No.19 - Bushland In Urban Areas
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SEPP No.21 - Caravan Parks

SEPP No.30 - Intensive Agriculture

SEPP No.33 - Hazardous And Offensive Development

SEPP No.50 - Canal Estate Development

SEPP No.55 - Remediation Of Land

SEPP No.62 - Sustainable Aquaculture

SEPP No.64 - Advertising And Signage

SEPP No.65 - Design Quality Of Residential Apartment Development

SEPP No.70 - Affordable Housing (Revised Schemes)

SEPP (Building Sustainability Index: Basix) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production And Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Educational Establishments and Child Care Facilities) 2017

Sydney Regional Environmental Plan No. 9 Extractive Industry (No.2 - 1995) Sydney Regional Environmental Plan No. 20 Hawkesbury – Nepean River (No.2 – 1997)

The following SEPP's may apply to the land. Please refer to **'Land to which Policy applies'** for each individual SEPP.

SEPP (Housing For Seniors Or People With A Disability) 2004

(2) 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 Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) Proposed Local Environmental Plans

Proposed The Hills Local Environmental Plan 2012 (Amendment No.) applies to this land.

Refer Attachment 1(2)(A)

(B) Proposed State Environmental Planning Policies

Draft Primary Production and Rural Development State Environmental Planning Policy and planning reforms
Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy

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

The Hills Development Control Plan 2012

Note: the land is within The Hills Development Control Plan 2012 Part D map sheet. Refer Council's website www.thehills.nsw.gov.au to view the map sheet.

(4) 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).

(A) The Hills Local Environmental Plan 2012 applies to the land unless otherwise stated in this certificate and identifies the land to be:

Zone RE1 Public Recreation
Zone R3 Medium Density Residential
Zone R2 Low Density Residential

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Exempt Development

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

(D) The purposes for which the instrument provides that development is prohibited in the zone:

Refer Attachment 2(B)

(E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

The Hills Local Environmental Plan 2012?

YES

Clause 4.1B of The Hills Local Environmental Plan 2012 provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R3 Medium Density Residential or R4 High Density Residential where it is undertaken as a single development application in conjunction with the subdivision of land.

Any other Planning Proposal?

NO

(F) Whether the land includes or comprises critical habitat?

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

(G) Whether the land is in a conservation area (however described)?

The Hills Local Environmental Plan 2012?

NO

Any Other Planning Proposal?

NO

(H) Whether an item of environmental heritage (however described) is situated on the land?

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

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

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.
- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) does not apply.

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) does not apply.

Note: This precinct plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Exempt Development.

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

(D) The purposes for which the instrument provides that development is prohibited in the zone:

Refer Attachment 2(B)

(E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

Any amendments to Proposed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

Any amendments to Proposed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

(F) Whether the land includes or comprises critical habitat?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

(G) Whether the land is in a conservation area (however described)?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

(H) Whether an item of environmental heritage (however described) is situated on the land?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- (2) The extent to which 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 and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code and Rural Housing Code

Complying development under the Housing Code and Rural Housing Code **may not** be carried out on the land **unless** the development is carried out on any part of the lot that is not affected by the following specific land exemption/s:

The land is reserved for a public purpose in the environmental planning instrument. Refer to the Land Zoning Map of the applicable instrument.
Housing Alterations Code and General Development Code Complying Development under the Housing Alterations Code and General Development Code may be carried out on the land.
Commercial and Industrial (New Buildings and Additions) Code Complying development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on the land unless the development is carried out on any part of the lot that is not affected by the following specific land exemption/s:
The land is reserved for a public purpose in the environmental planning instrument. Refer to the Land Zoning Map of the applicable instrument.

Commercial and Industrial Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes
Complying Development under the Commercial and Industrial Alterations,
Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes may be carried out on the land.

Note: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2012 - www.thehills.nsw.gov.au State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) - http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area

4, 4A (Repealed)

4B. Annual charges under <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works

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

NO

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 <u>Local Government Act 1993</u>.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <u>Mine Subsidence Compensation Act 1961</u>?

NO

6. Road widening and road realignment

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

(A) Division 2 of Part 3 of the <u>Roads Act 1993</u>; or

NO

(B) any environmental planning instrument; or

NO

- (C) any resolution of council?
 - a) The Hills Development Control Plan 2012?

YES

The Hills Development Control Plan 2012 identifies the land as being affected by a proposed road or road widening. Refer Part 1(3) of this certificate for the applicable map sheet.

b) Any other resolution of council?

NO

7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

Council's policies on hazard risk restrictions are as follows:

(i) Landslip

a) By The Hills Local Environmental Plan 2012 zoning?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

b) By The Hills Local Environmental Plan 2012 local provision?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

c) By The Hills Development Control Plan 2012 provision?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

(ii) Bushfire

YES

Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by bushfire. That question is answered in Section 11 of this certificate.

Council has adopted the NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2006'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

The Development Control Plan may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(3) of this certificate for the applicable Development Control Plan.

(iii) Tidal inundation

NO

Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by tidal inundation.

(iv) Subsidence

NO

Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by subsidence.

(v) Acid sulphate soils

NO

(vi) Land contamination

NO

Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by contamination or potential contamination.

(vii) Any other risk

7A. Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls?

NO

Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls?

NO

Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.

(3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the <u>Standard Instrument (Local Environmental Plans) Order 2006.</u>

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

THE HILLS SECTION 94A 16 - BOX HILL NORTH

9A. Biodiversity certified land

Whether the land is 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 <u>Threatened Species Conservation Act 1995</u> that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u>.

10. Biodiversity stewardship sites

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act</u> <u>2016</u> (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage)?

NO

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u>Threatened Species Conservation Act 1995</u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u>Biodiversity Conservation Act 2016</u>.

10A. Native vegetation clearing set asides

Whether the land contains a set aside area under section 60ZC of the <u>Local Land Services Act 2013</u> (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)?

NO

11. Bush fire prone land

Has the land been identified as bush fire prone land?

YES

The land is identified on Council's certified Bush Fire Prone Land map as being partly or wholly bush fire prone land. For details refer to the Bush Fire Prone Land map that can be viewed on Council's website at www,thehills.nsw.gov.au

12. Property vegetation plans

Has the council been notified that a property vegetation plan approved under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies to this land?

NO

13. Orders under Trees (Disputes Between Neighbours) Act 2006

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

NO

14. Directions under Part 3A

Whether there is a direction by the Minister in force under section 75P (2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

NO

15. Site compatibility certificates and conditions for seniors housing

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under <u>State Environmental Planning Policy</u> (<u>Housing for Seniors or People with a Disability</u>) <u>2004</u> in respect of proposed development on the land?

NO

(b) Whether there are any terms of a kind referred to in clause 18(2) of <u>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</u> that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

NO

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is 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

17. Site compatibility certificates and conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

NO

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(1) of <u>State Environmental Planning Policy (Affordable Rental Housing)</u> 2009 that have been imposed as a condition of consent to a development application in respect of the land?

NO

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 DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in respect of the land?

NO

Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of <u>State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</u>

20. Loose-fill asbestos insulation

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that is listed on the Loose-Fill Asbestos Insulation Register that is required to be maintained under that Division?

Council has **not** been notified by NSW Fair Trading that the land includes any residential premises that are listed on the register. Refer to the NSW Fair Trading website at www.fairtrading.nsw.gov.au to confirm that the land is not listed on this register.

Note: There is potential for loose-fill asbestos insulation in residential premises that are not listed on the Register. Contact NSW Fair Trading for further information.

21. Affected building notices and building product rectification orders

(1) Whether there is any affected building notice of which the council is aware that is in force in respect of the land?

NO

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

(b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

NO

(3) In this clause:

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

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

Note. The following matters are prescribed by section 59 (2) of the <u>Contaminated Land Management Act 1997</u> as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

NO

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

NO

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

NO

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

NO

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR GENERAL MANAGER

Per:

PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE. WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.

ATTACHMENT 1(2)(A)

PLANNING PROPOSAL 1/2017/PLP - REMOVES CITY OF PARRAMATTA FROM THE HILLS SHIRE COUNCIL & CREATES LEP 2017

As a result of the State-wide Council Boundary Review process in May 2016, the Hills Shire Council area was reduced, with part of The Hills Shire becoming part of the new City of Parramatta Council Local Government Area.

This means that LEP 2012 is currently being administered by two Councils. The planning proposal seeks an administrative amendment to The Hills Local Environmental Plan 2012 to:

- 1. Create a new local environmental plan and associated maps which will be known as *The Hills Local Environmental Plan 2017* and which will apply to land within The Hills Local Government Area.
- 2. Amend *The Hills Local Environmental Plan 2012* and associated maps so that it only applies to land formerly in The Hills Local Government Area, now in the City of Parramatta. This instrument will continue to be known as *The Hills Local Environmental Plan 2012*.

The separation of LEP 2012 into two plans will allow both Councils to manage the ongoing planning framework independently. The proposal is an administrative amendment only and there is no proposal to change the planning controls that currently apply to land within The Hills Shire or the City of Parramatta.

Delegation for making of the LEP 2012 has not been issued to Council under the Gateway Determination.

For further information please contact Council's Duty Planner on 9843 0469.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website www.thehills.nsw.gov.au under the 'Building & Planning' menu bar, then 'Application Tracking'.

ATTACHMENT 2(B)

Zone RE1 Public Recreation

1 Objectives of zone

To enable land to be used for public open space or recreational purposes.

- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.

2 Permitted without consent

Environmental protection works.

3 Permitted with consent

Boat launching ramps; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Emergency service facilities; Environmental facilities; Information and education facilities; Jetties; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafés; Roads; Take away food and drink premises; Water recreation structures.

4 Prohibited

Any development not specified in item 2 or 3.

NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2012 which defines words and expressions for the purpose of the plan.

NOTE: Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.

ATTACHMENT 2(B)

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage medium density residential development in locations that are close to population centres and public transport routes.

2 Permitted without consent

Home businesses; Home occupations.

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home-based child care; Multi dwelling housing; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Seniors housing; Any other development not specified in item 2 or 4.

4 Prohibited

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

NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2012 which defines words and expressions for the purpose of the plan. **NOTE:** Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.

ATTACHMENT 2(B)

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain the existing low density residential character of the area.

2 Permitted without consent

Home business; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Respite day care centres; Roads; Any other development not specified in item 2 and 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas;

Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies.

NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2012 which defines words and expressions for the purpose of the plan.

NOTE: Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.



THE HILLS SHIRE COUNCIL

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DX 9956 Norwest

PLANNING CERTIFICATE UNDER SECTION 149 (2) & (5)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number:

59101

Reference:

17620025:81465

Issue Date:

10 March 2017

Receipt No:

5425446

Fee Paid:

\$ 133.00

ADDRESS:

89 Maguires Road, MARAYLYA NSW 2765

DESCRIPTION:

Lot 3 DP 11126

The land is zoned:

Zone R2 Low Density Residential Zone R3 Medium Density Residential Zone RE1 Public Recreation

The following prescribed matters apply to the land to which this certificate relates:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act, the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

PLEASE NOTE: THIS CERTIFICATE IS AUTOMATICALLY GENERATED. IT MAY CONTAIN EXCESSIVE SPACES AND/OR BLANK PAGES.

THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS PRESCRIBED UNDER SECTION 149 (2) OF THE ABOVE ACT.

1. Names of relevant planning instruments and DCPs

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

(A) Local Environmental Plans

The Hills Local Environmental Plan 2012, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

State Environmental Planning Policies

SEPP No.19 - Bushland In Urban Areas

SEPP No.21 - Caravan Parks

SEPP No.30 - Intensive Agriculture

SEPP No.33 - Hazardous And Offensive Development

SEPP No.50 - Canal Estate Development

SEPP No.55 - Remediation Of Land

SEPP No.62 - Sustainable Aquaculture

SEPP No.64 - Advertising And Signage

SEPP No.65 - Design Quality Of Residential Flat Development

SEPP No.70 - Affordable Housing (Revised Schemes)

SEPP (Building Sustainability Index: Basix) 2004

SEPP (Major Development) 2005

SEPP (Mining, Petroleum Production And Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

Sydney Regional Environmental Plan No. 9 Extractive Industries (No.2) - Amendment No.1

Sydney Regional Environmental Plan No. 20 Hawkesbury - Nepean River (No.2 - 1997)

The following SEPP's may apply to the land. Please refer to 'Land to which Policy applies' for each individual SEPP.

SEPP (Housing For Seniors Or People With A Disability) 2004

- (2) 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 Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (A) Proposed Local Environmental Plans

Proposed The Hills Local Environmental Plan 2012 (Amendment No.) applies to this land.

Refer Attachment 1(2)(A)

(B) Proposed State Environmental Planning Policies

Draft State Environmental Planning Policy (Educational Establishments & Child Care Facilities)

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

The Hills Development Control Plan 2012

Note: the land is within The Hills Development Control Plan 2012 Part D map sheet. Refer Council's website www.thehills.nsw.gov.au to view the map sheet.

(4) 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).

(A) The Hills Local Environmental Plan 2012 applies to the land unless otherwise stated in this certificate and identifies the land to be:

Zone R2 Low Density Residential Zone R3 Medium Density Residential Zone RE1 Public Recreation

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Exempt Development

2017/59101

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

(D) The purposes for which the instrument provides that development is prohibited in the zone:

Refer Attachment 2(B)

(E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

The Hills Local Environmental Plan 2012?

YES

Clause 4.1B of The Hills Local Environmental Plan 2012 provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R3 Medium Density Residential or R4 High Density Residential where it is undertaken as a single development application in conjunction with the subdivision of land.

Any other Planning Proposal?

NO

(F) Whether the land includes or comprises critical habitat?

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

(G) Whether the land is in a conservation area (however described)?

The Hills Local Environmental Plan 2012?

Any Other Planning Proposal?

NO

(H) Whether an item of environmental heritage (however described) is situated on the land?

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

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

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.
- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) does not apply.

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) does not apply.

Note: This precinct plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Exempt Development.

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

(D) The purposes for which the instrument provides that development is prohibited in the zone:

Refer Attachment 2(B)

(E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

Any amendments to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

Any amendments to State Environmental Planning Policy (Sydney Region Growth Centres 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

(F) Whether the land includes or comprises critical habitat?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

(G) Whether the land is in a conservation area (however described)?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

(H) Whether an item of environmental heritage (however described) is situated on the land?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- (2) The extent to which 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 and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code and Rural Housing Code

Complying development under the General Housing Code and Rural Housing Code may not be carried out on the land unless the development is carried

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out on any pa exemption/s:	t of the lot that is not affected by the following specific la	∍nd
The land is reinstrument. R	erved for a public purpose in the environmental planning efer to the Land Zoning Map of the applicable instrument	l :.
Complying D	ations Code and General Development Code velopment under the Housing Alterations Code and pment Code may be carried out on the land.	1
Complying dev and Additions) development i	nd Industrial (New Buildings and Additions) Code elopment under the Commercial and Industrial (New Bu Code may not be carried out on the land unless the carried out on any part of the lot that is not affected by ic land exemption/s:	ildings
The land is resinstrument. R	erved for a public purpose in the environmental planning fer to the Land Zoning Map of the applicable instrumen	g t.

Commercial and Industrial Alterations, Subdivision, Demolition and Fire Safety Codes

Complying Development under the Commercial and Industrial Alterations, Subdivision, Demolition and Fire Safety Codes **may be** carried out on the land.

Note: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2012 - www.thehills.nsw.gov.au State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) - http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area

4. Coastal protection

Whether or not the land is affected by the operation of Section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Finance, Services, and Innovation?

NO

4A. Certain information relating to beaches and coasts

(1) In relation to a coastal council - whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

- (2) In relation to a coastal council:
 - (a) whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
 - (b) if works have been so placed whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

(3) (Repealed)

4B. Annual charges under <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works

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

NO

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*.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <u>Mine Subsidence Compensation Act 1961</u>?

NO

6. Road widening and road realignment

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

(A) Division 2 of Part 3 of the Roads Act 1993; or

NO

(B) any environmental planning instrument; or

NÓ

- (C) any resolution of council?
 - a) The Hills Development Control Plan 2012?

YES

The Hills Development Control Plan 2012 identifies the land as being affected by a proposed road or road widening. Refer Part 1(3) of this certificate for the applicable map sheet.

b) Any other resolution of council?

7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

Council's policies on hazard risk restrictions are as follows:

(i) Landslip

a) By The Hills Local Environmental Plan 2012 zoning?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

b) By The Hills Local Environmental Plan 2012 local provision?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

c) By The Hills Development Control Plan 2012 provision?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

(ii) Bushfire

YES

Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by bushfire. That question is answered in Section 11 of this certificate.

Council has adopted the NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2006'. Development subject to bushfire risk will be

required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

The Development Control Plan may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(3) of this certificate for the applicable Development Control Plan.

(iii) Tidal inundation

NO

Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by tidal inundation.

(iv) Subsidence

NO

Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by subsidence.

(v) Acid sulphate soils

NO

(vi) Land contamination

NO

Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by contamination or potential contamination.

(vii) Any other risk

NO

7A. Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls?

NO

Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls?

NO

Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.

- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the <u>Standard Instrument (Local Environmental Plans) Order 2006.</u>
- 8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

THE HILLS SECTION 94A 16 - BOX HILL NORTH DRAFT SHIRE WIDE SECTION 94A

9A. Biodiversity Certified Land

2017/59101

Whether the land is biodiversity certified land within the meaning of Part 7AA of the Threatened Species Conservation Act 1995?

NO

10. Biobanking Agreements

Whether the land is land to which a biobanking agreement under part 7A of the <u>Threatened Species Conservation Act 1995</u> relates, (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage)?

NO

11. Bush fire prone land

Has the land been identified as bush fire prone land?

YES

The land is identified on Council's certified Bush Fire Prone Land map as being partly or wholly bush fire prone land. For details refer to the Bush Fire Prone Land map that can be viewed on Council's website at www.thehills.nsw.gov.au

12. Property vegetation plans

Has the council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to this land?

NO

13. Orders under Trees (Disputes Between Neighbours) Act 2006

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

NO

14. Directions under Part 3A

Whether there is a direction by the Minister in force under section 75P (2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

NO

15. Site compatibility certificates and conditions for seniors housing

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under <u>State Environmental Planning Policy</u>

(Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?

NO

(b) Whether there are any terms of a kind referred to in clause 18(2) of <u>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</u> that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

NO

16. Site compatibility certificates for infrastructure

Whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?

NO

17. Site compatibility certificates and conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

NO

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(1) of <u>State Environmental Planning Policy (Affordable Rental Housing)</u> 2009 that have been imposed as a condition of consent to a development application in respect of the land?

NO

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 DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in respect of the land?

NO

Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of <u>State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</u>

20. Loose-fill asbestos insulation

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that is listed on the Loose-Fill Asbestos Insulation Register that is required to be maintained under that Division?

Council has **not** been notified by NSW Fair Trading that the land includes any residential premises that are listed on the register. Refer to the NSW Fair Trading website at www.fairtrading.nsw.gov.au to confirm that the land is not listed on this register.

Note: There is potential for loose-fill asbestos insulation in residential premises that are not listed on the Register. Contact NSW Fair Trading for further information.

Note. The following matters are prescribed by section 59 (2) of the <u>Contaminated Land Management Act 1997</u> as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

NO

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

NO

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

NO

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

THIS PART IS DIRECTED TO THE FOLLOWING MATTERS PRESCRIBED UNDER SECTION 149 (5) OF THE ABOVE ACT

NOTE: "When information pursuant to Section 149 (5) is requested the council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 149 (6), which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate."

A. Whether there are any provisions applying to the land that control the management of trees and bushland?

YES

Clause 5.9 and 5.9AA of The Hills Local Environmental Plan 2012 and Part C Section 3 of The Hills Development Control Plan 2011 contain provisions for the control and management of actions in respect of trees and bushland.

B. Does the land contain a foreshore area as identified on The Hills Local Environmental Plan 2012 Foreshore Building Line map?

NO

C. Under the Protection of the Environment Operations Act 1997, is the property subject to a listing on the public register maintained by council with respect to an environmental notice or civil proceedings in the Land and Environment Court, or a prosecution under this Act?

NO

D. Is the land affected by any special provisions of Sydney Regional Environmental Plan No 9 – Extractive Industry (No 2 – 1995)?

NO

E. Is the land affected by a restricted development area as identified under The Hills Development Control Plan 2012?

NO

F. Is the land within an area where a Special Infrastructure Contribution, as determined by the Minister for Planning and Infrastructure, applies?

G. Is the land in the vicinity of a heritage item or heritage conservation area as described in The Hills Local Environmental Plan 2012 OR State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

NO

H. Whether Council has adopted a Voluntary Planning Agreement within the meaning of S93F of the Environmental Planning and Assessment Act, 1979, as amended, in relation to the land?

YES

VOLUNTARY PLANNING AGREEMENT NO.11

Is the land within or adjacent to the Sydney Metro Northwest as identified on the maps prepared by Transport NSW?

NO

Does the land contain a proposed road as identified within a Development Control Plan under State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

NO

K. Has Council been notified by NSW Land and Property Information that the land is affected by a plan of acquisition for railway purposes (Sydney Metro Northwest)?

NO

THE HILLS SHIRE COUNCIL

DAVE WALKER
GENERAL MANAGER

Pert

PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE, WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.

ATTACHMENT 1(2)(A)

Planning Proposal 8/2017/PLP to amend The Hills Local Environmental Plan 2012 to Prohibit Animal Boarding or Training Establishments from RU6 Transition zone

Council received Gateway Determination on 16 February 2017 to proceed with a planning proposal to prohibit animal boarding or training establishments from the RU6 Transition zone. This is in response to a number of complaints regarding amenity impacts associated with animal boarding or training establishments over a sustained period of time in the RU6 Transition zone. This land use is now considered to be beyond the effective management of development controls within the context of the RU6 Transition zone. Accordingly, it is considered that animal boarding or training establishments can no longer operate in a manner consistent with the objectives of the RU6 Transition land use zone and should therefore be prohibited.

It should be advised that any existing or approved animal boarding or training establishments located within the RU6 Transition zone will not be affected by this planning proposal. It simply ensures any future animal boarding or training establishments can now only be permitted with consent in the RU1 Primary Production or RU2 Rural Landscape zone.

Delegation for making of the LEP has been issued to Council under the Gateway Determination.

For further information please contact Council's Duty Planner on 9843 0469. The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website www.thehills.nsw.gov.au under 'Application Tracking' on the home page or under the 'Building' menu bar.

ATTACHMENT 2(B)

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain the existing low density residential character of the area.

2 Permitted without consent

Home business; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Bullding identification signs; Business identification signs; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Roads; Any other development not specified in item 2 and 4

4 Prohibited

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

NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2012 which defines words and expressions for the purpose of the plan.

NOTE: Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.

ATTACHMENT 2(B)

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage medium density residential development in locations that are close to population centres and public transport routes.

2 Permitted without consent

Home businesses; Home occupations.

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home-based child care; Multi dwelling housing; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Seniors housing; Any other development not specified in item 2 or 4.

4 Prohibited

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

NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2012 which defines words and expressions for the purpose of the plan. **NOTE:** Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.

ATTACHMENT 2(B)

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.

2 Permitted without consent

Environmental protection works.

3 Permitted with consent

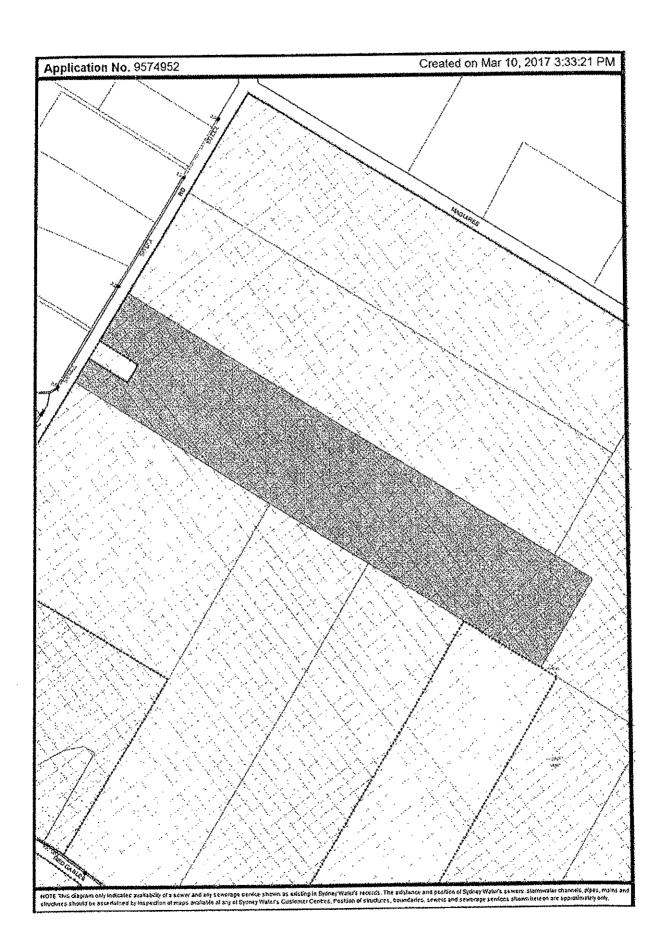
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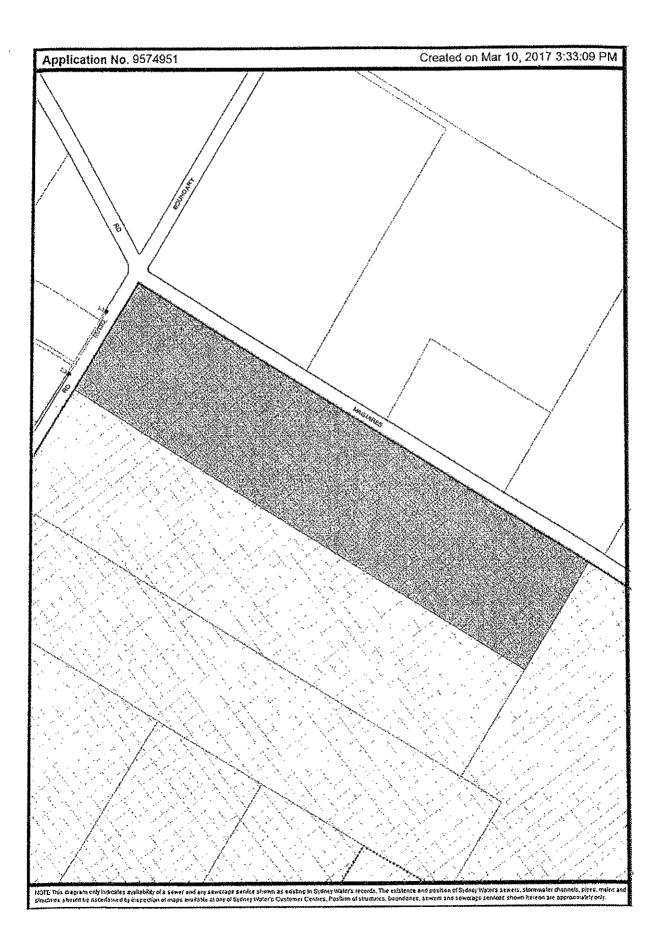
4 Prohibited

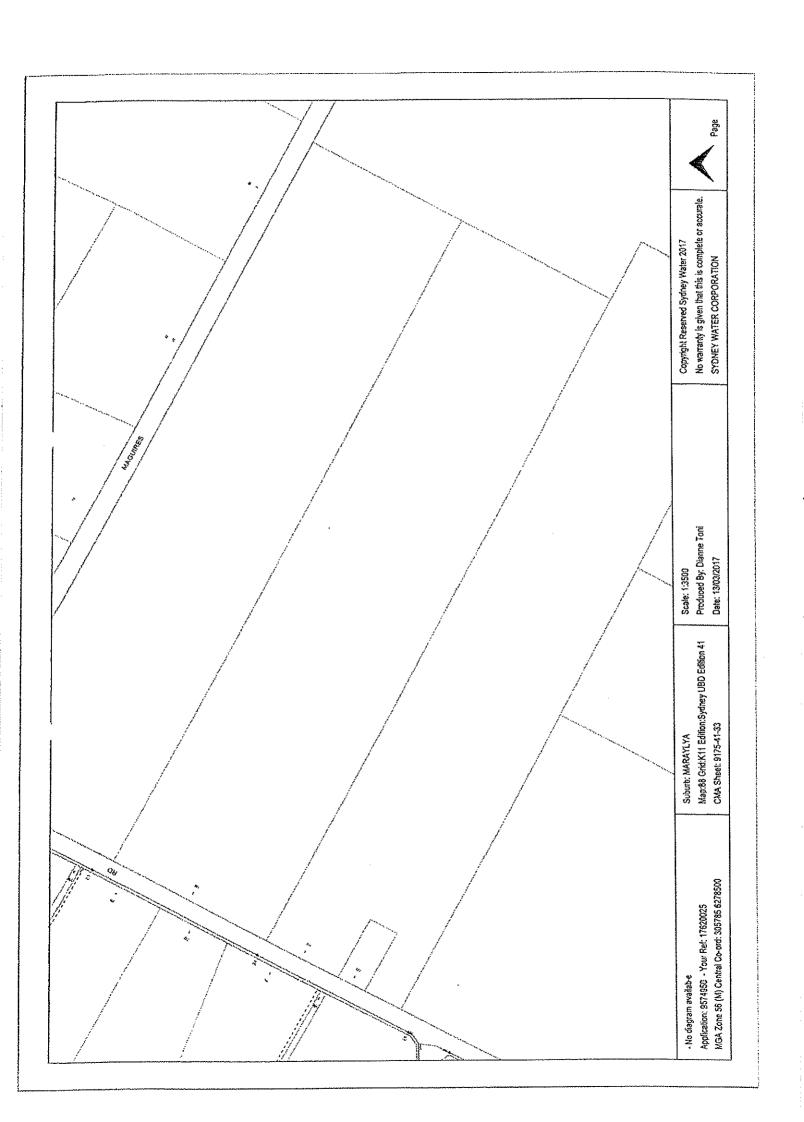
Any development not specified in item 2 or 3.

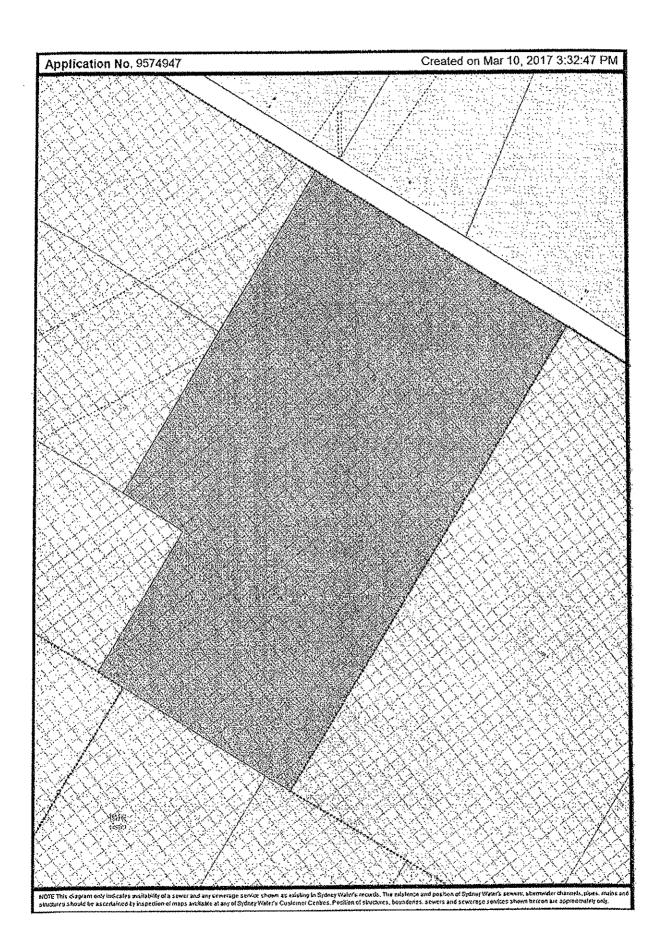
NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2012 which defines words and expressions for the purpose of the plan.

NOTE: Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.



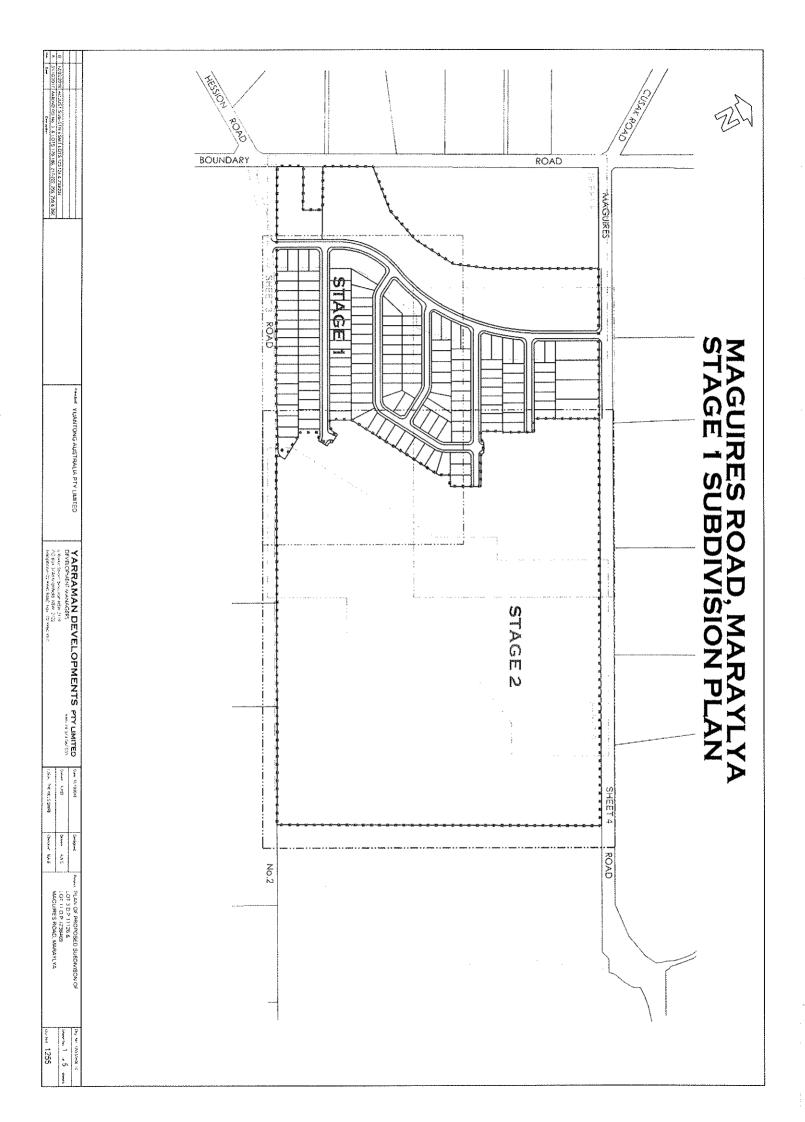


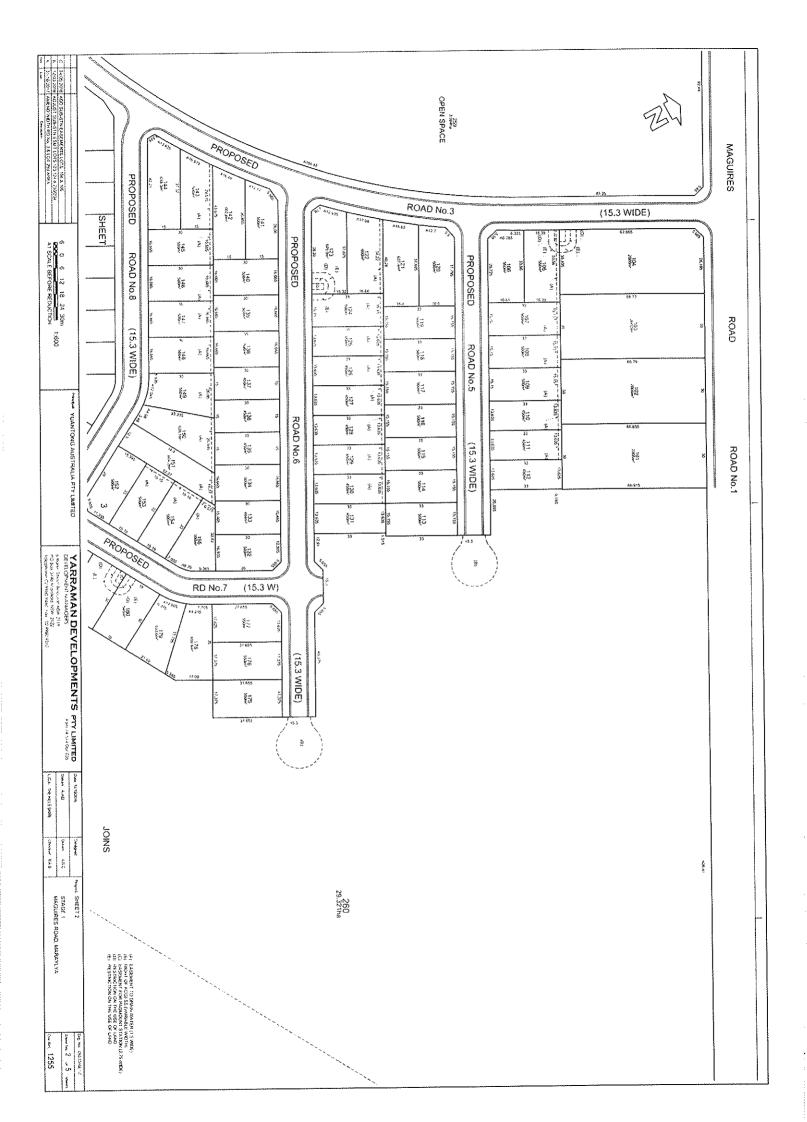




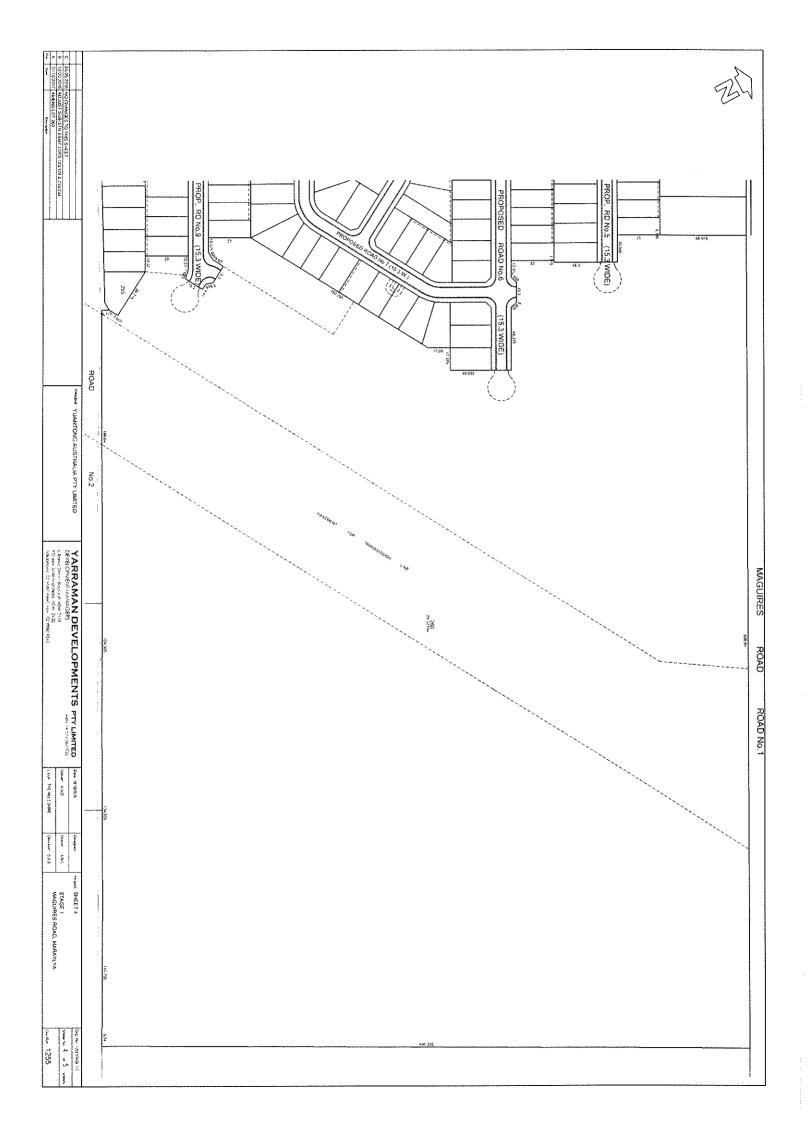
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ATTACHMENT A DRAFT DEPOSITED PLAN

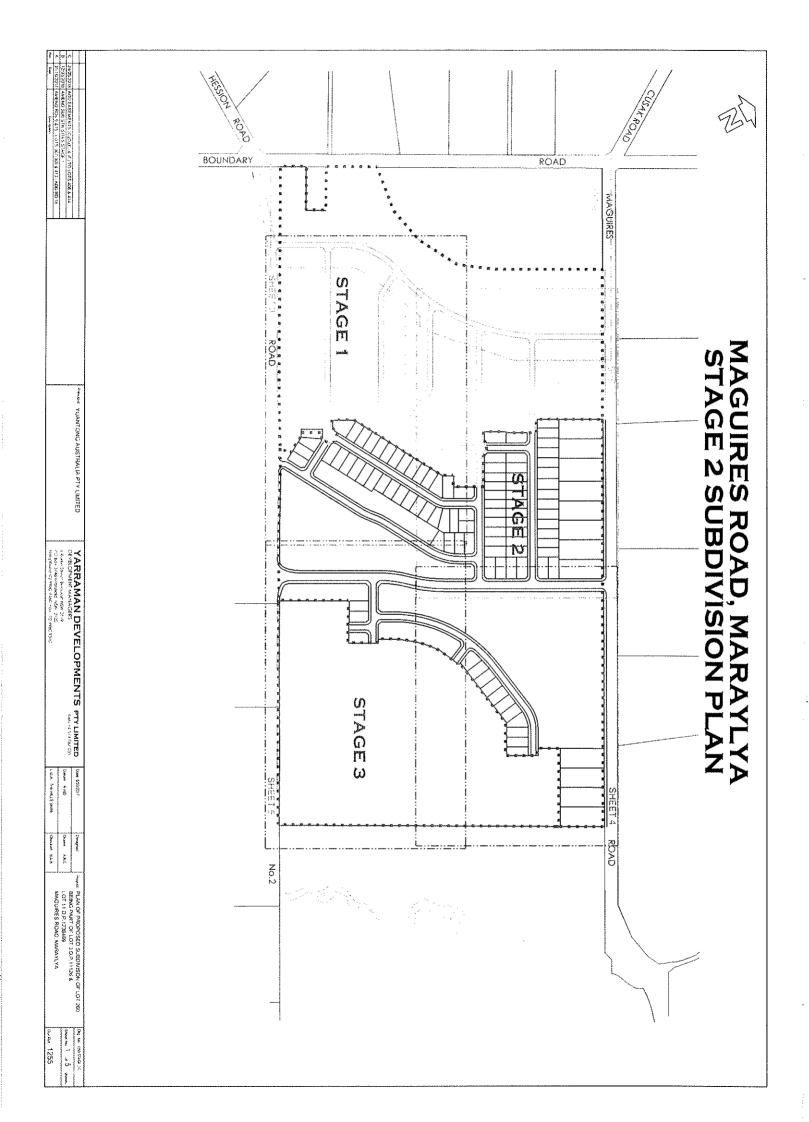


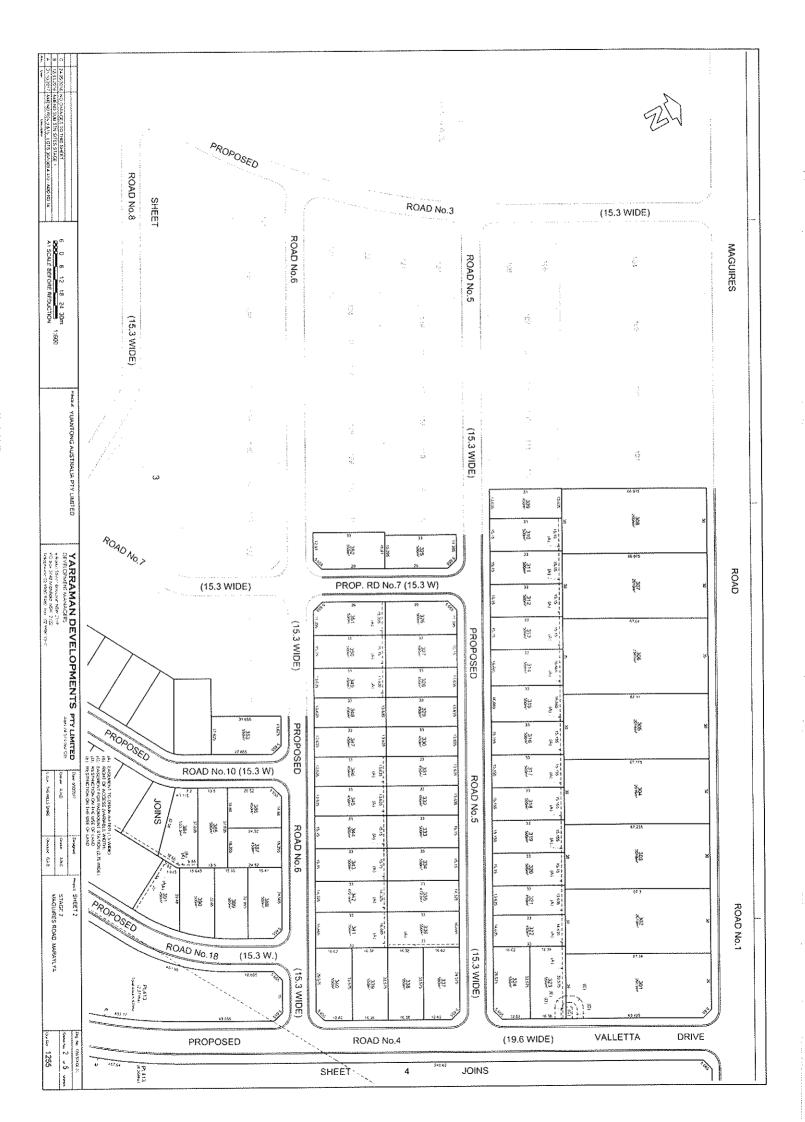


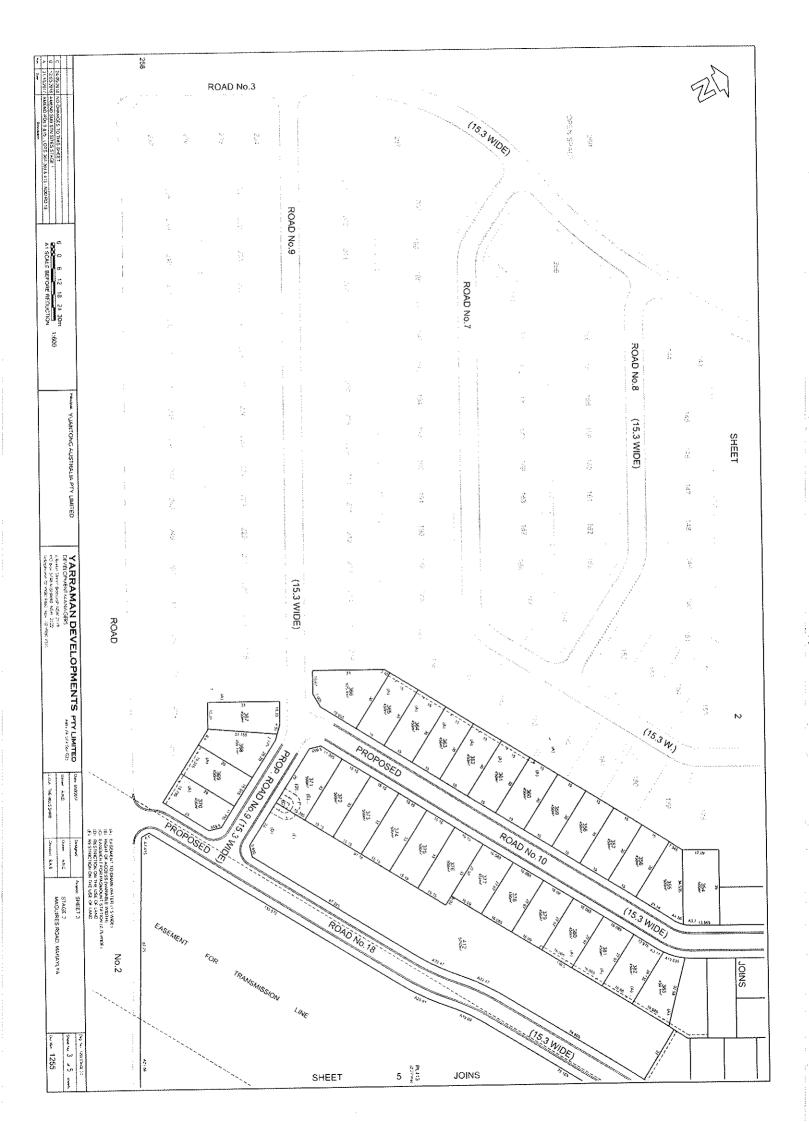
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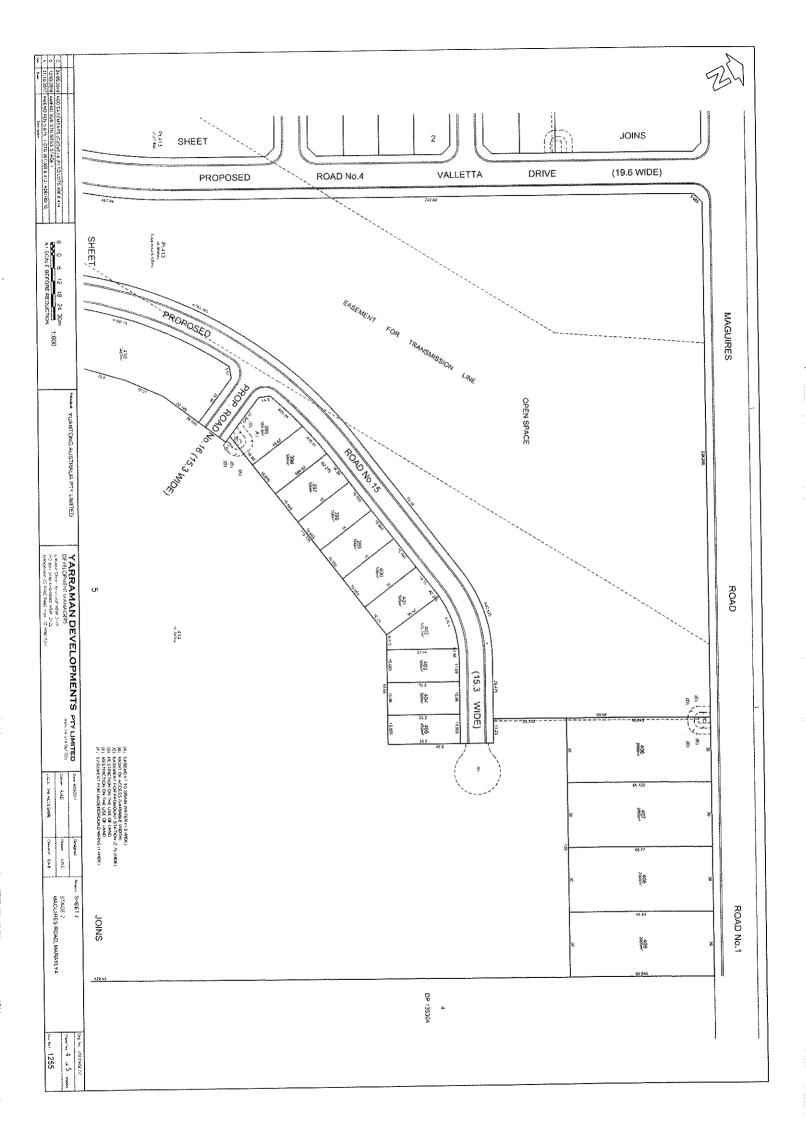


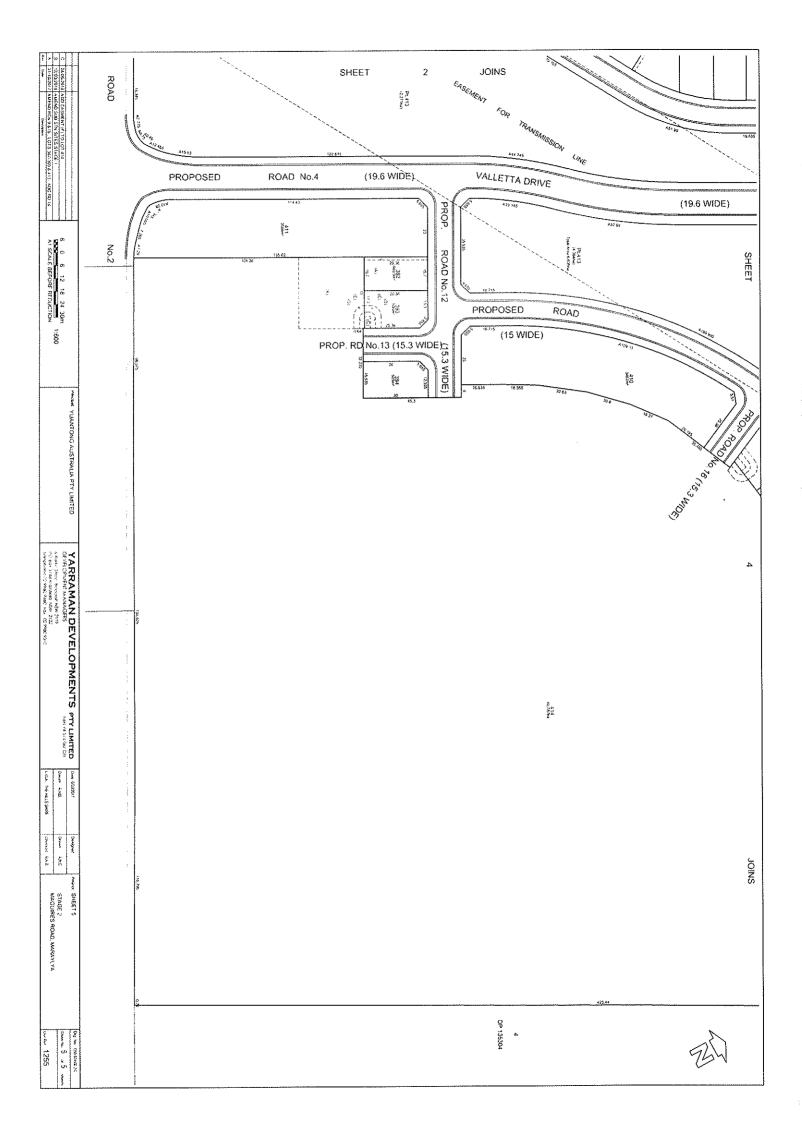
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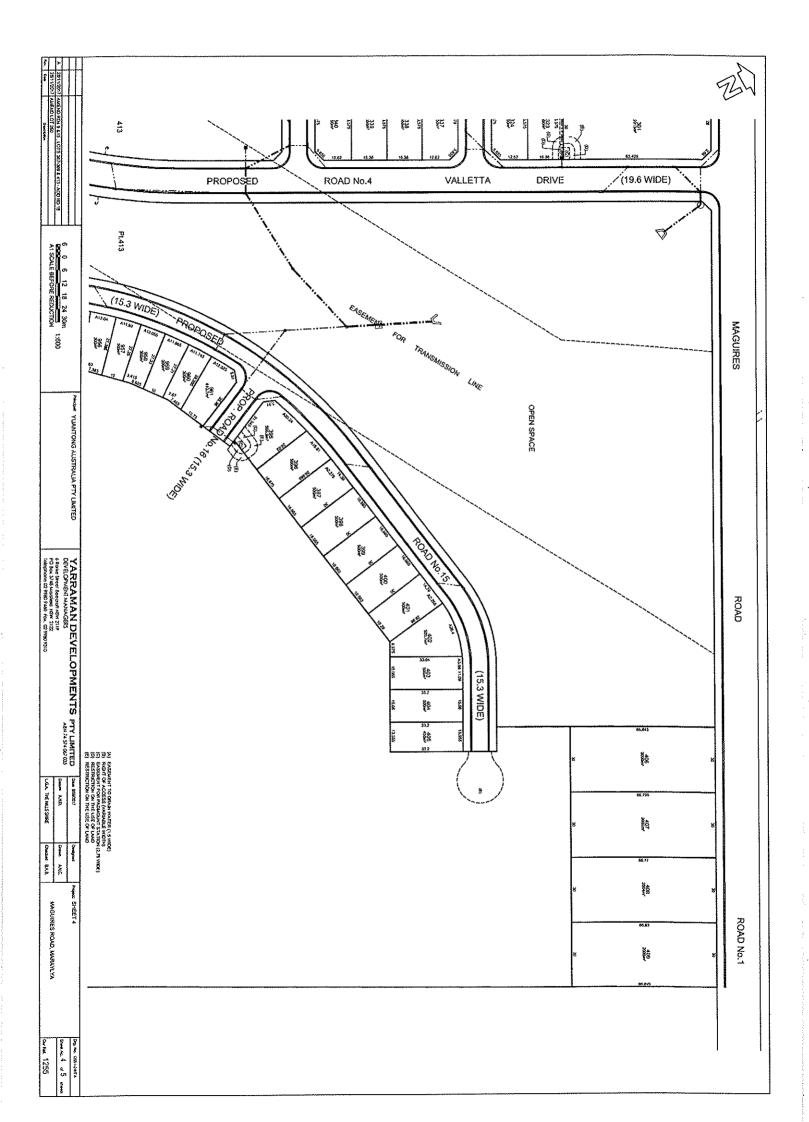


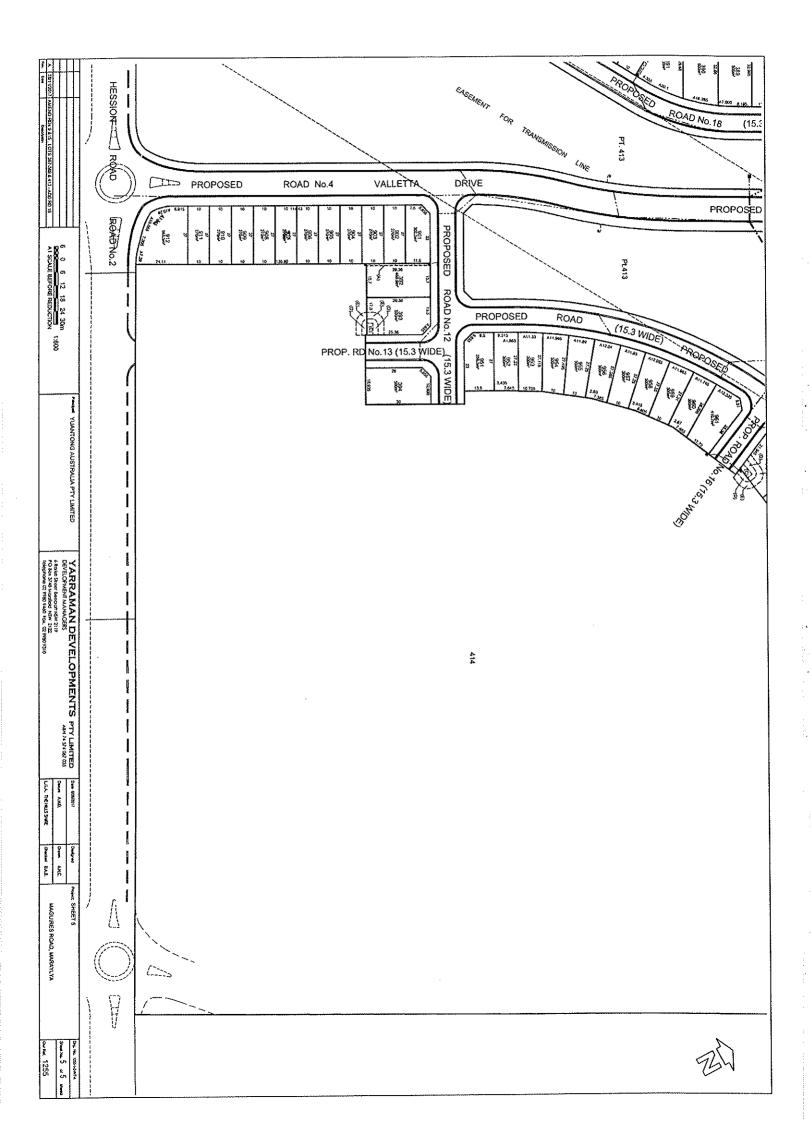






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ATTACHMENT B DRAFT DEPOSITED PLAN INSTRUMENT

Sheet 1 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in

Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by

Subdivision Certificate No.

Full name and address of Proprietor of land:

Yuantong Australia Pty Limited

(ACN 611 485 388) 1302 / 12 Help Street Chatswood NSW 2057

PART 1

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A)	105	107, 108, 109, 110, 111 and 112
		107	108, 109, 110, 111 and 112
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			154 and 155

Sheet 2 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A) (continued)	146	147, 148, 149, 150, 151, 152, 153, 154 and 155
		147	148, 149, 150, 151, 152, 153, 154 and 155
		148	149, 150, 151, 152, 153, 154 and 155
		149	150, 151, 152, 153, 154 and 155
		150	151, 152, 153, 154 and 155
		151	152, 153, 154 and 155
		153	152
		154	152 and 153
		155	152, 153 and 154
		166	165
		167	165 and 166
		168	165, 166 and 167
		169	165, 166, 167 and 168
		170	165, 166, 167, 168 and 169
		171	165, 166, 167, 168, 169 and 170
		172	165, 166, 167, 168, 169, 170 and 171
		173	165, 166, 167, 168, 169, 170, 171 and 172
		182	Part of 260 denoted (J)

Sheet 3 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A) (continued)	201	202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215 and 216
		202	203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215 and 216
		203	204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215 and 216
		204	205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215 and 216
		205	206, 207, 208, 209, 210, 211, 212, 213, 214, 215 and 216
		206	207, 208, 209, 210, 211, 212, 213, 214, 215 and 216
		207	208, 209, 210, 211, 212, 213, 214, 215 and 216
		208	209, 210, 211, 212, 213, 214, 215 and 216
		209 210	210, 211, 212, 213, 214, 215 and 216 211, 212, 213, 214,
		211	215 and 216 212, 213, 214, 215 and 216

Sheet 4 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

Number of item shown in the intention	Identity of easement, 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.
panel on the plan.			
1	Easement to Drain Water 1.5 wide (A) (continued)	212	213, 214, 215 and 216
	, , ,	213 214	214, 215 and 216 215 and 216
		215	216
		217	Part of 260 denoted (K)
		218	217 and part of 260 denoted (K)
		219	217, 218 and part of 260 denoted (K)
		220	217, 218, 219 and part of 260 denoted (K)
		233	217, 218, 219, 220, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250 and part of 260 denoted (K)
		238	217, 218, 219, 220, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250 and part of 260 denoted (K)
		239	217, 218, 219, 220, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250 and part of 260 denoted (K)

Sheet 5 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A) (continued)	240	217, 218, 219, 220, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250 and part of 260 denoted (K)
		241	217, 218, 219, 220, 242, 243, 244, 245, 246, 247, 248, 249, 250 and part of 260 denoted (K)
		242	217, 218, 219, 220, 243, 244, 245, 246, 247, 248, 249, 250 and part of 260 denoted (K)
		243	217, 218, 219, 220, 244, 245, 246, 247, 248, 249, 250 and part of 260 denoted (K)
		244	217, 218, 219, 220, 245, 246, 247, 248, 249, 250 and part of 260 denoted (K)
		245	217, 218, 219, 220, 246, 247, 248, 249, 250 and part of 260 denoted (K)
		246	217, 218, 219, 220, 247, 248, 249, 250 and part of 260 denoted (K)

Sheet 6 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A) (continued)	247	217, 218, 219, 220, 248, 249, 250 and part of 260 denoted (K)
		248	217, 218, 219, 220, 249, 250 and part of 260 denoted (K)
		249	217, 218, 219, 220, 250 and part of 260 denoted (K)
		250	217, 218, 219, 220 and part of 260 denoted (K)
		257	201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215 and 216
2	Right of Access variable width (B)	260	The Hills Shire Council

Sheet 7 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the plan.	Identity of easement, 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.
3	Easement for Padmount Substation 2.75 wide (C)	104, 123,174, 181 and 234	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Restriction on the Use of Land (D)	104, 105, 123, 174, 180, 181, 234 and 256	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	Restriction on the Use of Land (E)	104, 105, 123, 124, 174, 180, 181, 233, 234 and 256	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
6	Positive Covenant	Each lot except 256, 257, 258, 259 and 260	The Hills Shire Council
7	Restriction on the Use of Land	Each lot except 256, 257, 258, 259 and 260	Every other lot except 256, 257, 258, 259 and 260
8	Restriction on the Use of Land	Each lot except 101, 102, 103, 104, 256, 257, 258, 259 and 260	Every other lot except 101, 102, 103, 104, 256, 257, 258, 259 and 260

Sheet 8 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

PART 2

1. Terms of Easement firstly referred to in abovementioned plan.

Easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended).

2. Terms of Easement secondly referred to in abovementioned plan.

Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

- 1. The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.
- 2. The easement site is made accessible to the public.
- 3. The easement will be extinguished upon the extension of the adjoining public road to which it relates.

The Authority having the right to release, vary or modify this easement is The Hills Shire Council.

3. <u>Terms of Easement thirdly referred to in abovementioned plan.</u>

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Sheet 9 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

- 4. <u>Terms of Restriction fourthly referred to in abovementioned plan.</u>
 - 1.1 <u>Definitions:</u>
 - 1.2 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
 - 1.3 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
 - 1.4 **erect** includes construct, install, build and maintain.
 - 1.5 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
 - 2.0 No building shall be erected or permitted to remain within the restriction site unless:
 - 2.1 the external surface of the building erected within 1.5 metre from the substation footing has a 120/120/120 fire rating, and
 - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
 - 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

Sheet 10 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

- 4. <u>Terms of Restriction fourthly referred to in abovementioned plan (continued).</u>
 - 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Sheet 11 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

- 5. Terms of Restriction fifthly referred to in abovementioned plan.
 - 1.0 Definitions
 - 1.1 **erect** includes construct, install, build and maintain.
 - 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
 - 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
 - 3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System
 - 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Sheet 12 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

PART 2 (continued)

6. <u>Terms of Positive Covenant sixthly referred to in abovementioned plan.</u>

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietors the whole of their lot as an asset protection zone, including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

Any dwelling house or other habitable structure constructed on the lot(s) hereby burdened must be located wholly within the area nominated for development/ defined as an asset protection zone by this positive covenant. Any asset protection zone relating to this dwelling house or other habitable structure must also be contained to this same area, sized to comply with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

The Authority having the power to release, vary or modify this positive covenant is The Hills Shire Council.

Sheet 13 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

PART 2 (continued)

- 7. Terms of Restriction seventhly referred to in abovementioned plan.
 - 1. No fence shall be erected on a burdened lot to divide it from any adjoining land owned by Yuantong Australia Pty Ltd without the consent of Yuantong Australia Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Yuantong Australia Pty Ltd.
 - 2. No burdened lot shall be the subject of any future subdivision (including any strata subdivision) nor divided into one or more further separate lots.
 - 3. No dwelling shall be erected on a burdened lot unless the dwelling is compliant with the Design Guidelines in Appendix A attached to Development Consent DA 1397/2015/JP issued by The Hills Shire Council dated 9 February 2016.
 - 4. No satellite dish shall be erected on any burdened lot unless it is screened from public view. If such dish is greater than 600mm in diameter it can only be erected or be permitted to remain if approved by The Hills Shire Council.
 - 5. No television aerial shall be erected on a dwelling on any burdened lot unless it is screened from public view.
 - 6. No air conditioning unit shall be installed on a dwelling on any burdened lot unless it is screened from public view and located below the eave line.
 - 7. No roof, wall or window mounted air conditioning unit shall be installed or be permitted to remain on a dwelling on any burdened lot if it is visible from the street or any public area.

These restrictions shall expire and be of no further force or effect after ten (10) years from the date of registration of the plan.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Sheet 14 of 16 sheets

Plan:

Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.

PART 2 (continued)

- 8. <u>Terms of Restriction eighthly referred to in abovementioned plan.</u>
 - 1. No more than one main building shall be erected on any burdened lot and such building shall not be used or be permitted to be used other than for residential purposes.
 - 2. No fencing of the side or rear boundaries of the burdened lot shall be permitted unless constructed of lapped timber.
 - 3. No fence shall be erected or be permitted to remain erected on any burdened lot other than a fence constructed of new materials and to a height of not more than 1.8 metres.
 - 4. Side fencing on burdened corner lots may incorporate a combination of timber and masonry to complement the house design in accordance with The Hills DCP.

These restrictions shall expire and be of no further force or effect after ten (10) years from the date of registration of the plan.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

	Sheet 15 of 16 sheets
Plan:	Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.
PART 2 (Continued)	
I certify that the attorney signed this instrument in my presence.	Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for Endeavour Energy Network Asset Partnership (ABN 30 586 412 717) on behalf of Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) pursuant to section 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)
Signature of witness:	Signature of attorney:
Name of witness:	Name and position of attorney: Helen Smith Manager Property & Fleet
Address of witness: c/- Endeavour Energy 51 Huntingwood Drive Huntingwood NSW 2148	Power of attorney: Book 4727 No 524 Signing on behalf of: Endeavour Energy Network Asset Partnership ABN 30 586 412 717
	Endeavour Energy reference:
	Date of signature:

	Sheet 16 of 16 sheets
Plan:	Plan of subdivision of Lot 3 in Deposited Plan No. 11126 and Lot 11 in Deposited Plan No. 1238469 covered by Subdivision Certificate No.
PART 2 (d	continued)
EXECUTED by Yuantong Australia Pty Limited (ACN 611 485 388) in accordance with Section 127 of the Corporations Act, 2001	
Director	Director/Secretary
Director	Director/decretary
The Hills Shire Council by its authorised delegates 1919 (name of delegate)	ate pursuant to s.377 Local Government Act
(Signature of delegate)	
(Name of delegate)	
I certify that I am an eligible witness and that the	ne delegate signed in my presence
(Signature of Witness)	
(Name of Witness)	
(Address of Witness)	

Sheet 1 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in

Deposited Plan No.

covered

by Subdivision Certificate No.

Full name and address of Proprietor of land:

Yuantong Australia Pty Limited

(ACN 611 485 388) 1302 / 12 Help Street Chatswood NSW 2057

PART 1

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5	310	309
·	wide (A)	311	309 and 310
	, , ,	312	309, 310 and 311
		313	309, 310, 311 and 312
		314	309, 310, 311, 312 and 313
		315	309, 310, 311, 312, 313 and 314
		316	309, 310, 311, 312, 313, 314 and 315
		317	309, 310, 311, 312, 313, 314, 315 and 316
		318	309, 310, 311, 312, 313, 314, 315, 316 and 317
		319	309, 310, 311, 312, 313, 314, 315, 316, 317 and 318
		320	309, 310, 311, 312, 313, 314, 315, 316, 317, 318 and 319
		321	309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319 and 320
		322	309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320 and 321

Sheet 2 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.

PART 1 (continued)

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A) (continued)	323	309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321 and 322
		336	341, 342, 343, 344, 345, 346 and 347
		341	342, 343, 344, 345, 346 and 347
		342	343, 344, 345, 346 and 347
		343	344, 345, 346 and 347
		344	345, 346 and 347
		345	346 and 347
		346	347
		349	348
		350	348 and 349
		351	348, 349 and 350
		360	361, 362, 363, 364, 365 and 366
		361	362, 363, 364, 365 and 366
		362	363, 364, 365 and 366
		363	364, 365 and 366
		364	365 and 366
		365	366
		369	368
		370	368 and 369
		379	Part of 412 denoted (J)
		380	379 and part of 412 denoted (J)
		381	379, 380 and part of 412 denoted (J)

Sheet 3 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.

PART 1 (continued)

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A) (continued)	382	379, 380, 381 and part of 412 denoted (J)
		383	379, 380, 381, 382 and part of 412 denoted (J)
		384	379, 380, 381, 382, 383, 385 and part of 412 denoted (J)
		391	379, 380, 381, 382, 383, 384, 385 and part of 412 denoted (J)
		392	Part of 414 denoted (K)
2	Right of Access variable width (B)	414	The Hills Shire Council

Sheet 4 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.

PART 1 (continued)

Number of item shown in the intention panel on the plan.	Identity of easement, 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.
3	Easement for Padmount Substation 2.75 wide (C)	301, 371, 393, 395 and 406	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Restriction on the Use of Land (D)	301, 323, 371, 393, 395, 406, 412, 413 and 414	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	Restriction on the Use of Land (E)	301, 323, 371, 393, 395, 406, 412, 413 and 414	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
6	Easement for Underground Cables 1 wide (F)	406 and 414	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
7	Positive Covenant	Each lot except 410, 411, 412, 413 and 414	The Hills Shire Council
8	Restriction on the Use of Land	Each lot except 410, 411, 412, 413 and 414	Every other lot except 410, 411, 412, 413 and 414
9	Restriction on the Use of Land	Each lot except 301, 302, 303, 304, 305, 306, 307, 406, 407, 408, 409, 410, 411, 412, 413 and 414	Every other lot except 301, 302, 303, 304, 305, 306, 307, 406, 407, 408, 409, 410, 411, 412, 413 and 414

Sheet 5 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.

PART 2

1. <u>Terms of Easement firstly referred to in abovementioned plan.</u>

Easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended).

2. Terms of Easement secondly referred to in abovementioned plan.

Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

- 1. The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.
- 2. The easement site is made accessible to the public.
- 3. The easement will be extinguished upon the extension of the adjoining public road to which it relates.

The Authority having the right to release, vary or modify this easement is The Hills Shire Council.

3. <u>Terms of Easement thirdly referred to in abovementioned plan.</u>

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Sheet 6 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.

PART 2 (continued)

- 4. Terms of Restriction fourthly referred to in abovementioned plan.
 - 1.1 Definitions:
 - 1.2 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
 - 1.3 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
 - 1.4 **erect** includes construct, install, build and maintain.
 - 1.5 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
 - 2.0 No building shall be erected or permitted to remain within the restriction site unless:
 - 2.1 the external surface of the building erected within 1.5 metre from the substation footing has a 120/120/120 fire rating, and
 - the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
 - 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

Sheet 7 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.

PART 2 (continued)

- 4. Terms of Restriction fourthly referred to in abovementioned plan (continued).
 - 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Sheet 8 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.

PART 2 (continued)

- 5. Terms of Restriction fifthly referred to in abovementioned plan.
 - 1.0 Definitions
 - 1.1 **erect** includes construct, install, build and maintain.
 - 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
 - 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
 - 3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System
 - 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Sheet 9 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.

PART 2 (continued)

6. Terms of Easement sixthly referred to in abovementioned plan

The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

7. Terms of Positive Covenant seventhly referred to in abovementioned plan.

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietors the whole of their lot as an asset protection zone, including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

Any dwelling house or other habitable structure constructed on the lot(s) hereby burdened must be located wholly within the area nominated for development/ defined as an asset protection zone by this positive covenant. Any asset protection zone relating to this dwelling house or other habitable structure must also be contained to this same area, sized to comply with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

The Authority having the power to release, vary or modify this positive covenant is The Hills Shire Council.

Sheet 10 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.

PART 2 (continued)

- 8. Terms of Restriction eighthly referred to in abovementioned plan.
 - 1. No fence shall be erected on a burdened lot to divide it from any adjoining land owned by Yuantong Australia Pty Ltd without the consent of Yuantong Australia Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Yuantong Australia Pty Ltd.
 - 2. No burdened lot shall be the subject of any future subdivision (including any strata subdivision) nor divided into one or more further separate lots.
 - 3. No dwelling shall be erected on a burdened lot unless the dwelling is compliant with the Design Guidelines in Appendix A attached to Development Consent DA 1397/2015/JP issued by The Hills Shire Council dated 9 February 2016.
 - 4. No satellite dish shall be erected on any burdened lot unless it is screened from public view. If such dish is greater than 600mm in diameter it can only be erected or be permitted to remain if approved by The Hills Shire Council.
 - 5. No television aerial shall be erected on a dwelling on any burdened lot unless it is screened from public view.
 - 6. No air conditioning unit shall be installed on a dwelling on any burdened lot unless it is screened from public view and located below the eave line.
 - 7. No roof, wall or window mounted air conditioning unit shall be installed or be permitted to remain on a dwelling on any burdened lot if it is visible from the street or any public area.

These restrictions shall expire and be of no further force or effect after ten (10) years from the date of registration of the plan.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Sheet 11 of 13 sheets

Plan:

Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.

PART 2 (continued)

- 9. Terms of Restriction ninthly referred to in abovementioned plan.
 - 1. No more than one main building shall be erected on any burdened lot and such building shall not be used or be permitted to be used other than for residential purposes.
 - 2. No fencing of the side or rear boundaries of the burdened lot shall be permitted unless constructed of lapped timber.
 - 3. No fence shall be erected or be permitted to remain erected on any burdened lot other than a fence constructed of new materials and to a height of not more than 1.8 metres.
 - 4. Side fencing on burdened corner lots may incorporate a combination of timber and masonry to complement the house design in accordance with The Hills DCP.

These restrictions shall expire and be of no further force or effect after ten (10) years from the date of registration of the plan.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

	Sheet 12 of 13 sheets
Plan:	Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.
PART 2 (Continued)	
I certify that the attorney signed this instrument in my presence.	Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for Endeavour Energy Network Asset Partnership (ABN 30 586 412 717) on behalf of Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) pursuant to section 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)
Signature of witness:	Signature of attorney:
Name of witness:	Name and position of attorney: Helen Smith Manager Property & Fleet
Address of witness: c/- Endeavour Energy 51 Huntingwood Drive Huntingwood NSW 2148	Power of attorney: Book 4727 No 524 Signing on behalf of: Endeavour Energy Network Asset Partnership ABN 30 586 412 717
	Endeavour Energy reference:
	Date of signature:

	Sheet 13 of 13 sheets
Plan:	Plan of subdivision of Lot 260 in Deposited Plan No. covered by Subdivision Certificate No.
PART 2 (conti	nued)
EXECUTED by Yuantong Australia Pty Limited (ACN 611 485 388) in accordance with Section 127 of the Corporations Act, 2001	
Ph.	
Director	Director/Secretary
The Hills Shire Council by its authorised delegate pu 1919 (name of delegate)	ursuant to s.377 Local Government Act
(Signature of delegate)	
(Name of delegate)	
certify that I am an eligible witness and that the del	egate signed in my presence
(Signature of Witness)	ogato digrica in my procenico
(Name of Witness)	
(Address of Witness)	
, ,	

Sheet 1 of 4 sheets

Plan:

Plan of subdivision of Lot 256 in

Deposited Plan No. 1230475 covered by

Subdivision Certificate No.

Full name and address of Proprietor of land:

Yuantong Australia Pty Limited

(ACN 611 485 388) 1302 / 12 Help Street Chatswood NSW 2057

PART 1

Number of item shown in the intention panel on the plan.	Identity of easement, 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	Each Lot	Every other Lot
2	Restriction on the Use of Land	Each Lot	Every other Lot
3	Restriction on the Use of Land	Each Lot	Every other Lot

This 88B instrument is a draft document and subject to revision.

This 88B instrument applies to:

Lots 701 to 708

Lots 751 to 755

Lots 801 to 821

Lots 901 to 912

Lots 951 to 961

Sheet 2 of 4 sheets

Plan:

Plan of subdivision of Lot 256 in Deposited Plan No. 1230475 covered by Subdivision Certificate No.

PART 2

1. Terms of Restriction firstly referred to in abovementioned plan

- No development shall be permitted on the lot(s) hereby burdened except for development in accordance with Development Consent DA issued by Council dated
- ii) The registered proprietor shall not make or permit or suffer the making of any alterations or additions to the residential accommodation which is, or shall be, constructed on the lot(s) burdened that will result in the creation of additional bedrooms. The number of bedrooms within each dwelling is shown on the plans/details approved by Council as Development Consent DA a copy of which is held at Council.

The Authority having the right to release, vary or modify this restriction is The Hills Shire Council.

2. Terms of Restriction secondly referred to in abovementioned plan.

- No fence shall be erected on a burdened lot to divide it from any adjoining land owned by Yuantong Australia Pty Ltd without the consent of Yuantong Australia Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Yuantong Australia Pty Ltd.
- 2. No burdened lot shall be the subject of any future subdivision (including any strata subdivision) nor divided into one or more further separate lots.
- 3. No dwelling shall be erected on a burdened lot unless the dwelling is compliant with the Design Guidelines in Appendix A attached to Development Consent DA 1397/2015/JP issued by The Hills Shire Council dated 9 February 2016.
- 4. No satellite dish shall be erected on any burdened lot unless it is screened from public view. If such dish is greater than 600mm in diameter it can only be erected or be permitted to remain if approved by The Hills Shire Council.
- 5. No television aerial shall be erected on a dwelling on any burdened lot unless it is screened from public view.
- 6. No air conditioning unit shall be installed on a dwelling on any burdened lot unless it is screened from public view and located below the eave line.

Sheet 3 of 4 sheets

Plan:

Plan of subdivision of Lot 256 in Deposited Plan No. 1230475 covered by Subdivision Certificate No.

PART 2 (continued)

- 2. Terms of Restriction secondly referred to in abovementioned plan.
 - 7. No roof, wall or window mounted air conditioning unit shall be installed or be permitted to remain on a dwelling on any burdened lot if it is visible from the street or any public area.

These restrictions shall expire and be of no further force or effect after ten (10) years from the date of registration of the plan.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

- 3. Terms of Restriction thirdly referred to in abovementioned plan.
 - No more than one main building shall be erected on any burdened lot and such building shall not be used or be permitted to be used other than for residential purposes.
 - 2. No fencing of the side or rear boundaries of the burdened lot shall be permitted unless constructed of lapped timber.
 - 3. No fence shall be erected or be permitted to remain erected on any burdened lot other than a fence constructed of new materials and to a height of not more than 1.8 metres.
 - 4. Side fencing on burdened corner lots may incorporate a combination of timber and masonry to complement the house design in accordance with The Hills DCP.

These restrictions shall expire and be of no further force or effect after ten (10) years from the date of registration of the plan.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

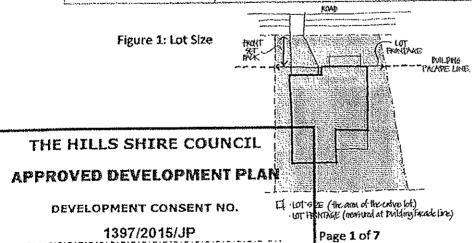
	Sheet 4 of 4 sheets
Plan:	Plan of subdivision of Lot 256 in Deposited Plan No. 1230475 covered by Subdivision Certificate No.
PART 2 (conti	nued)
EXECUTED by Yuantong Australia Pty Limited (CAN 611 485 388) in accordance with Section 127 of the Corporations Act, 2001	
Director	Director/Secretary
The Hills Shire Council by its authorised delegate p 1919 (name of delegate)	ursuant to s.377 Local Government Act
(Signature of delegate)	
(Name of delegate)	
I certify that I am an eligible witness and that the de	elegate signed in my presence
(Signature of Witness)	
(Name of Witness)	
(Address of Witness)	

ATTACHMENT C BOX HILL DESIGN GUIDELINES



Development Controls for Integrated Housing

Element	Control		
Lot Width	≥6m for rear accessed dwellings		
Minimum Allotment Size	240m²		
Front setback (min)	4.5m to building facade line; 3.5m to building facade fronting open space 3.0m to articulation zone; 2.0m to articulation zone fronting open space.		
Side setback (min)	Zero Lot, Attached or Abutting Boundary (benefited lot): Ground floor: 0m Upper floor: 0m Detached Boundary 0.9m. If lot burdened by zero lot boundary, side sermust be outside easement: 0.9m (single storey zero lot wall) 1.2m (double storey zero lot wall)		
Maximum length of zero lot line on boundary	15m (excludes rear loaded garages)		
Corner lots secondary street setback (min)	1.0m		
Building height, massing and siting	2 storeys maximum. 3 storeys will be considered on dwelling's site characteristics and the architectural merit of the proposal.		
Site Coverage	Upper limit no more than 70% of lot erea.		
Soft landscaped area	Minimum 15% lot area. The first 1m of the lot measured from the street boundary (excluding paths) is to be soft landscaped.		
Principal Private Open Space (PPOS)	Min 16m² with minimum dimension of 3m. 10m² per dwelling if provided as balcony or of Open space at the front of the dwelling can be achieving the solar access requirements.	rooftop with a minimum dimension of 2.5m. be defined as POS where this is the only means of	
Solar access	At least 3 hours of sunlight between 9am and 3pm at the winter solstice (21 June) to at least 50% of the required PPOS of both the proposed development and the neighbouring properties that form part of the proposed development. Should the orientation of a lot not meet the requirements, then the front yard can be used to contribute to the solar access.		
Garages and car parking	Rear loaded garage or car space only for lots of this type. Carport and garage minimum internal dimensions: 2.4m x 5.5m. Maximum garage door width 3.0m (single) and 6.0m (double). 1-2 bedroom dwellings will provide at least 1 car space. 3 bedroom or more dwellings will provide at least 2 car spaces.		



Please refer to conditions of Development Consent for the details of the required inspections and other matters which must be complied with.

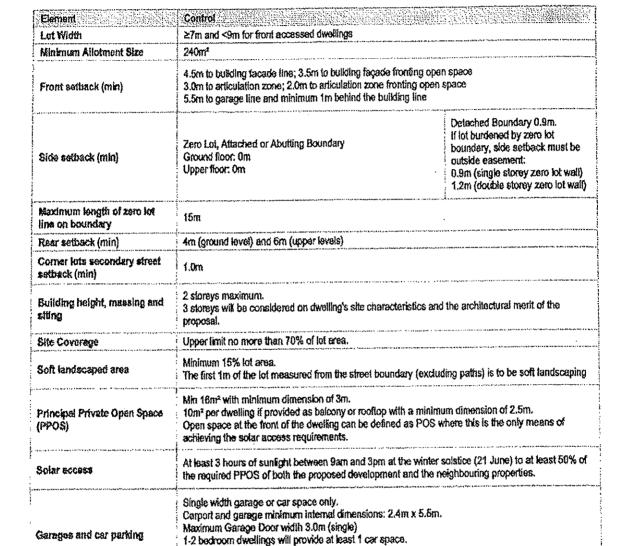


Figure 2: Second Car Space

Layout



on-street parking impacts.

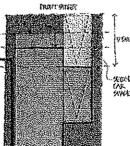
THE HILLS SHIRE COUNCIL

APPROVED DEVELOPMENT PLAN

DEVELOPMENT CONSENT NO.

1397/2015/JP

Please refer to conditions of Development Consent for the details of the required inspections and other matters which must be complied with.



3 bedroom or more dwellings will provide at least 2 car spaces.

For single garages second car space can be provided in the garage setback.

Driveway locations must be paired to preserve on-street parking spaces in front of lots.

Total lot frontage of this lot type not to exceed 50% of the block length due to garage dominance and

Page 2 of 7

Lot Width	≥9m and ≤15m for front accessed dwellings	
Minimum Allotment Size	240m²	
Front setback (min)	4.5m to building facade line; 3.5m to building facade fronting open 3.0m to articulation zone; 2.0m to articulation zone fronting open 5.5m to garage line and minimum 1m behind the building line	n space space
Side setback (min)	Zero Lot, Attached or Aburting Boundary Ground floor: Om Upper floor: Om	Lots with zero lot boundary (side A) Ground Floor:0m (side A), 0.9(side B) Upper Floor: 1.5m(side A), 0.9(side B)
Length of zero lot line on boundary	11m	
Rear setback (min)	4m (ground level) and 6m (upper levels)	
Corner lots secondary street setback (min)	2.9m	
Building height, massing and siting	storeys maximum. storeys will be considered on dwelling's site characteristics and the architectural ment of the proposal.	
Site Coverage	Single storey dwellings: 65%. Lot ≤375sqm, upper level no more than 40% of lot area. Lot >375sqm, upper level no more than 35% of lot area.	
Landscaped area	Minimum 25% of allotment area.	
Principal Private Open Space (PPOS)	Minimum 20m² with minimum dimension of 4.0m. 50% of the area of the required PPOS (of both the proposed deshould receive at least 3 hours of sunlight between 9am and 3pt Open space at the front of the dwelling can be defined as POS a achieving the solar access requirements.	m at the winter solstice (21 June)
	Lots ≥9m and <10m: Where front accessed, single width garages only. Garage minimum internal dimensions: 2.4m x 5.5m. Rear lane or side street accessed double garages permitted. Max. carport and garage door width not to exceed 3m (single) or 6m (double)	Lots ≥12.5m and ≤15m: Double garages are permitted, Triple garages are not permitte
Garages and car parking	Lots ≥10 m and <12.5m: - Front accessed, double width garages: are permitted where the dwelling has a minimum of 3 of the folk 1. Upper floor or roof element projected forward of the garage to prominence. 2. Colours and textures to ensure garage door subservience. 3. Verandah or pergola provided across the face of the garage. 4. Utilisation of vertical elements to mitigate the horizontal empl	o cast a shadow and take
	12 bedroom dwellings will provide at least 1 car space. 3 bedroom or more deellings will provide at least 2 car spaces. 11 portote west and ≤15m, for single garages second car space of the second c	oon he provided willtin restare

DEVELOPMENT CONSENT NO.

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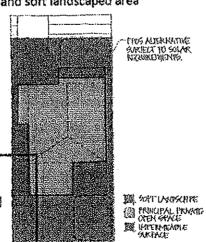
Page 3 of 7

Please refer to conditions of Development Consent for the details of the required inspections and other matters which must be complied with.

Development Controls for Standard Detached Dwellings

Penen	Contra
Lot Width	≥8m for front accessed dwellings
Minimum Allotmant Size	\$50n1 ²
Front sotback (mki)	4.5m to building facade line 3.5m to building facade fronting open space or drainage land 3.0m to articulation zone 2.0m to articulation zone fronting open space or drainage 5.5m to garage line and 1m behind the building line
Side setback (mln)	Ground Floor: 0.9m (Side A), 0.9m (Side B)
Rear setback (min)	4m (ground level) and 6m (upper levels)
Corner lots secondary street settack (min)	2.0m
Building height, messing and siting	2 storeys maximum. 3 storeys will be considered on dwelling's site characteristics and the architectural merit of the proposal.
Site Coverage	Single storey dwellings: 65%
Soft landscaped area	Minimum 30% of the alkolment area
Principal Private Open Space (PPOS)	Minimum 24m² with minimum dimension 4m 50% of the area of the required principal private open space (of both the proposed development and adjoining properties) should receive at least 3 hours of sunlight between 9am and 3pm at the winter solstice (21 June).
Gerages and car parking	Front or rear loaded double and tandern garages permitted Carport and garage minimum internal dimensions: 2.4m x 6.5m. Meximum garage door width 3m (Single) and 6m (Double) Triple garages are not permitted. 1-2 bedroom dwellings will provide at least 1 car space. Frontages of ≥20m, triple garages permitted 3 bedroom or more dwellings will provide at least 2 car spaces. For lot frontages ≥8 m and ≤15m, for single garages second car space can be provided within garage setback.

Figure 3: Principal private open space and soft landscaped area



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Please refer to conditions of Development Consent for the details of the required inspections and other matters which must be complied with.



Figure 4: Minimum front setback distances

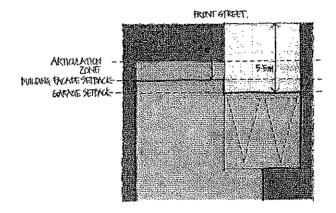


Figure 5: Minimum front setbacks for dwellings fronting open space or drainage land

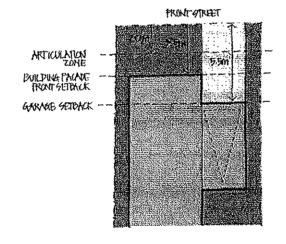
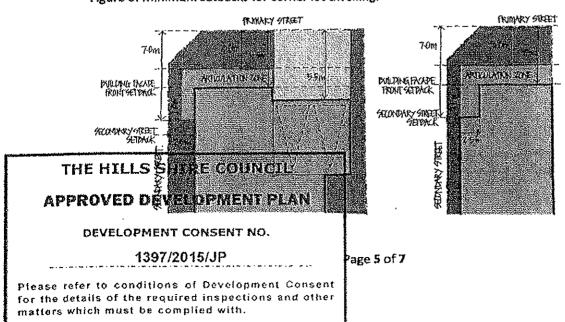


Figure 6: Minimum setbacks for corner lot dwellings

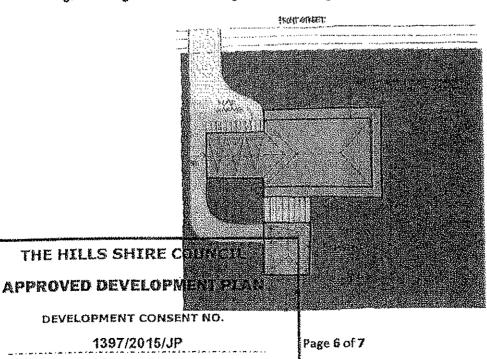




Development Controls for Large Lot Detached Dwellings

Element	Control
Minimum Alicement Sizo	2000m²
Front setback (min)	10m to building facade line 6m to building facade line when opposite standard dwellings on <2,000m2 lots Garage line to be 1m behind the building line
Side setback (min)	3m
Rear setback (min)	5m (ground level) and 6m (upper levels)
Corner lots secondary street setback (min)	4.0m
Building height, massing and siting	2 storeys maximum. 3 storeys will be considered on dwelling's site characteristics and the architectural ment of the proposal.
Garages and car parking	Double and triple garages permitted. Architectural style, construction, materials, quality and finish to be consistent with that of the Principal dwalling.
Outbulldings	Architectural style, construction, materials, quality and finish to be consistent with that of the Principal dwelling. Minimum 1 storey. Setback from Principal dwelling: 5m Side and rear setbacks as per Principal dwelling. Fencing: If separated from principal dwelling, fencing to be complementary to quality of Principal dwelling.

Figure 7: Large detached dwelling with outbuilding and triple garage



Please refer to conditions of Development Consent for the details of the required inspections and other

matters which must be complied with.



Development Controls for Secondary Dwellings

Element	Secondary Directing
On-site car parking	No additional car parking space
Principal Private Open Space (PPOS)	No separate private open space required.
Subdivision	Subdivision from principal dwelling not permitted.
Access	Separate direct access to a street, laneway or shared driveway way not required.
Services and facilities	No separate services or facilities required.

- The maximum site coverage control for upper floors may be exceeded by the combined upper floor coverage of the secondary dwelling and principal dwelling, providing that:
- The privacy of the principal dwelling and dwellings on adjoining land is not compromised; and
- Solar access to the principal private open space of neighbouring lots is not significantly reduced.
- 2. The finishes, materials and colours of the secondary dwelling are to complement the principal dwelling in its construction features.
- For secondary dwellings, windows and private open spaces must not overlook the private open space of any adjacent dwellings.
 Windows that potentially overlook adjacent lots must either have obscured glazing, be screened or have a minimum still height of 1.5m above floor level.
- 4. Secondary dwellings and associated garages may have a zero lot setback to one side boundary and may be attached to another garage/secondary dwelling on an adjoining lot, particularly where the secondary dwelling is associated with an attached or semi-detached dwelling.
- 5. Where the secondary dwelling is built to a zero lot line on a side boundary, windows are not to be located on the zero lot wall unless that wall adjoins a laneway, public road, public open space or drainage land.
- 6. Rear garages with secondary dwellings may have first level balconies facing the lane provided the balcony remains within the lot boundary. Where 2m deep, overhanging balconies are located along a lane, the application must demonstrate how garages setback underneath avoid creating an overly wide lane and ambiguous space opportunities for illegally parked cars, trailers, bins etc.
- 7. Where a secondary dwelling is built over a rear garage and separated from the upper levels of the principal dwelling, there must be a minimum separation of 5m between the upper floor rear façade of the principal dwelling and the secondary dwelling.

Development Controls for Multi-Dwelling Housing

Where a typology not covered in in Masterplan Controls, refer back to The Hills DCP:

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Please refer to conditions of Development Consent for the details of the required inspections and other matters which must be complied with.

ATTACHMENT D FLOW DISCLOSURE





As a property owner within the Development, you will be a customer of Box Hill Water which is a licensed private water utility under the *Water Industry Competition Act 2006* (NSW) and is regulated by the Independent Pricing and Regulatory Tribunal (IPART). Box Hill Water will provide recycled water (which is not for drinking) and wastewater services to all properties within the Development, together with customer support services. Sydney Water is your drinking water provider. As a result, you will receive two accounts, one from Sydney Water (for drinking water) and one from Box Hill Water (for recycled water and wastewater services).

1. Customer services

Box Hill Water will provide the following services to your property:

(a) Wastewater collection and treatment

Box Hill Water will collect your property's wastewater via your property's "on-lot infrastructure" and treat it at Box Hill Water's local water centre located in the Development.

(b) Recycled water supply

Box Hill Water will produce high quality recycled water at Box Hill Water's local water centre and supply it directly to your property for watering gardens, washing cars, flushing toilets and for the only cold water supply to your clothes washing machine(s)s (Recycled Water Uses). Box Hill Water produces recycled water which complies with the Australian Guidelines for Water Recycling for these uses. Please note that the water produced by Box Hill Water is not for drinking. As noted earlier, Sydney Water will provide drinking water to your property.

For more information about the provision of these services, please refer to the *Homeowner's Guide* and related material on Box Hill Water's website (www.boxhillwater.com.au).

2. Customer registration, connection and fees

In order to receive wastewater and recycled water services you need to register with Box Hill Water as a customer and follow the steps to connect to the Box Hill Water system as detailed below. The process for obtaining a connection certificate begins *before* you start construction of your new home / premises, so take careful note of the process set out below.

Before you move into your new home you will need to obtain a connection certificate from Box Hill Water in order to apply for your occupation certificate from your local Council or your private building certifier.

(a) Registration and Fees

Prior to starting construction, you must register as a customer of Box Hill Water via Box Hill Water's website (www.boxhillwater.com.au). Box Hill Water will also need you to set up a direct debit authority for monthly payments of your Box Hill Water account.

Further information about the applicable fees and charges can be found on Box Hill Water's website – see www.boxhillwater.com.au..

Flow systems



(b) Development approval for your home/premises

Compliance with Box Hill Water's on-lot infrastructure requirements (described below) is a condition of the development consent issued by your local Council or your private certifier for the construction of your home/premises.

Construction plans must be submitted to Box Hill Water for approval before you start building to make sure the building will comply with the on-lot infrastructure requirements for Box Hill Water's services..

Within 5 Business Days (or such longer time as may be reasonably required by Box Hill Water) of receipt of the construction plans, Box Hill Water will provide you with a notice stating whether or not it approves the construction plans insofar as they relate to the on-lot infrastructure requirements (including if the plans are not approved the reasons for non-approval).

If Box Hill Water provides you with a notice that it does not approve the construction plans insofar as they relate to the on-lot infrastructure requirements, you must amend the construction plan to address any comments in the notice. You must then resubmit the amended construction plans to Box Hill Water and the approval process will reapply in relation to such amended construction plans.

Once you obtain a construction certificate from your local Council or your private certifier, you must provide a copy to Box Hill Water.

(c) Building your home/premises

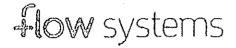
You must ensure that all contractors involved in the construction of your home/premises (eg, builder, plumber, electrician, and landscaper) are aware of and follow the instructions outlined in the 'Connect My Home' guides found on Box Hill Water's website — see www.boxhillwater.com.au > Get Connected > Connect My Home.

You are also responsible for connection to Sydney Water's drinking water system.

During construction, wastewater services will <u>not</u> be available to your property. Accordingly, suitable on-site wastewater arrangements will need to be made by your builder. You will need to liaise with Sydney Water in relation to the availability of drinking water during the construction period.

When your new home/premises reaches lock-up, you will need to pay a fee for the supply and installation of the Phase 2 On-Lot Infrastructure referred to in paragraph 4(c)(ii) below (Infrastructure Fee). Details of Box Hill Water's fees and billing process are available on Box Hill Water's website – see www.boxhillwater.com.au.

This is in lieu of you having to install and maintain a rainwater tank, pump and associated infrastructure which would otherwise be required in order for you to obtain your occupation certificate. When you purchase your property, your property already contains the basic infrastructure required to facilitate connection to the Box Hill Water system (described under section 4(c)(i) below). The cost of





the Infrastructure Fee is generally less than you would otherwise pay for a complying rainwater tank, pump and associated infrastructure.

Further details of the procedures to follow can be found on Box Hill Water's website (www.boxhillwater.com.au).

If you contract a project home builder for construction of your new home, they will usually manage the connection process and pay any relevant fees on your behalf.

When negotiating your home building contract, ensure that you are clear whether the Infrastructure Fee is included within the package price.

(d) On-property plumbing

To ensure that all internal and external Recycled Water Uses are connected and plumbed to your home/premises appropriately, you must make sure that your builder and/or plumber follow the relevant Australian Standards and instructions set out in the 'Connect My Home' guides found on Box Hill Water's website – see www.boxhillwater.com.au.

The connections for Recycled Water Uses will be inspected by NSW Fair Trading (or its delegate) during construction and by Box Hill Water prior to the installation of the Phase 2 On-Lot Infrastructure referred to in paragraph 4(c)(ii) below.

(e) Connection

When construction of your home has been completed, you are responsible for activating the customer connection process for wastewater and recycled water outlined on Box Hill Water's website – see www.boxhillweter.com.au.

Box Hill Water will complete a Pre-Connection Inspection, then allow up to 10 business days for installation of the Phase 2 On-Lot Infrastructure referred to in paragraph 4(c)(ii) below (provided that payment of the Infrastructure Fee has been paid). Once these steps have been completed, your property will have access to the services provided by Box Hill Water. Upon installation, Box Hill Water will issue a Connection Certificate, which will enable you to apply to your local Council or certifier for an occupation certificate providing you with authority to move Into your home/premises.

3. Customer contract and fees

The terms and conditions of supply of the services are set out in the customer contract entered into between you and Box Hill Water as part of Box Hill Water's customer registration process.

In addition to the Infrastructure Fee referred to above, you will also be required to pay Box Hill Water for the ongoing supply of the services starting from installation of the Phase 2 On-Lot Infrastructure referred to in paragraph 4(c)(ii) below. Details of Box Hill Water's fees and billing process are available on Box Hill Water's website – see www.boxhillwater.com.au.

Flow systems



4. System Infrastructure

Flow Systems Operations is responsible for operating and maintaining all recycled water (which excludes drinking water) and sewerage infrastructure within the Development including the following:

(a) Local Water Centre

A local water centre (which includes plant and equipment for wastewater treatment and recycled water production, together with associated storage) is or will be located within the Development and is responsible for:

- treatment of wastewater from your property and others within the Development, and
- (ii) production and delivery of recycled water for Recycled Water Uses to your property and others within the Development.

(b) Network Infrastructure

The network infrastructure located within the Development comprises:

- a wastewater collection reticulation network (known as a pressure sewerage network) which takes wastewater from your property and delivers it to the local water centre; and
- (ii) a recycled water reticulation delivery network which takes recycled water from the local water centre and delivers it to your property for Recycled Water Uses.

(c) On-lot infrastructure

The following infrastructure located on your property comprises:

(i) Phase 1 on-lot infrastructure

The Phase 1 on-lot infrastructure connects your property to the network infrastructure. This infrastructure has already been paid for by the Developer, forms part of the property that you purchase and will remain the property of Box Hill Water or its nominee. If you sell your property, the Phase 1 on-lot infrastructure stays with the property and is used by the next owner. The Phase 1 on-lot infrastructure comprises an in-ground wastewater collection tank, boundary kit and discharge pipework, and a capped recycled water pipe connecting your property to the Network Infrastructure.

(ii) Phase 2 On-Lot Infrastructure

Once you have registered as a customer of Box Hill Water (in accordance with Box Hill Water's customer registration process outlined above) and your home/premises has been constructed, Box Hill Water will arrange for supply and installation of the Phase 2 On-Lot Infrastructure.





The Phase 2 On-Lot Infrastructure to be installed at your property comprises a pressure sewer grinder pump, level sensor and control panel, as well as a recycled water meter together with a data management/telemetry unit. The Phase 2 On-Lot Infrastructure also forms party of the property that you purchase. If you self your property, the Phase 2 On-Lot Infrastructure stays with the property and is used by the next owner.

Connecting to the recycled water reticulation delivery network will satisfy the requirements of the Reticulated Alternative Water Supply criteria for the purposes of BASIX (BASIX is the Building Sustainability Index Implemented by New South Wales legislation). Connection will also enable you to obtain an occupation certificate, which provides authority for you to move into your new home/premises. Additionally, as you will have access to the recycled water reticulation delivery network, you do not need to install a rainwater tank, pump and ancillary infrastructure at your property (which would otherwise be required for you to satisfy BASIX requirements prior to obtaining your occupation certificate).

(iii) On-lot Infrastructure operation and maintenance

The network infrastructure is operated and maintained by Flow Systems Operations. For the purpose of maintenance, repairs and routine and other inspections, you must allow Box Hill Water, Flow Systems Operations and their contractors access to all On-lot Infrastructure (including Phase 1 and Phase 2). See the Property Access Policy on the Box Hill Water website (see www.boxhillwater.com.au).

If you, any occupant or visitor or one of your contractors is responsible for any damage to, or obstructions or blockages otherwise impeding the operation of the On-lot Infrastructure, you will be responsible for the cost of repair or replacement by Box Hill Water.

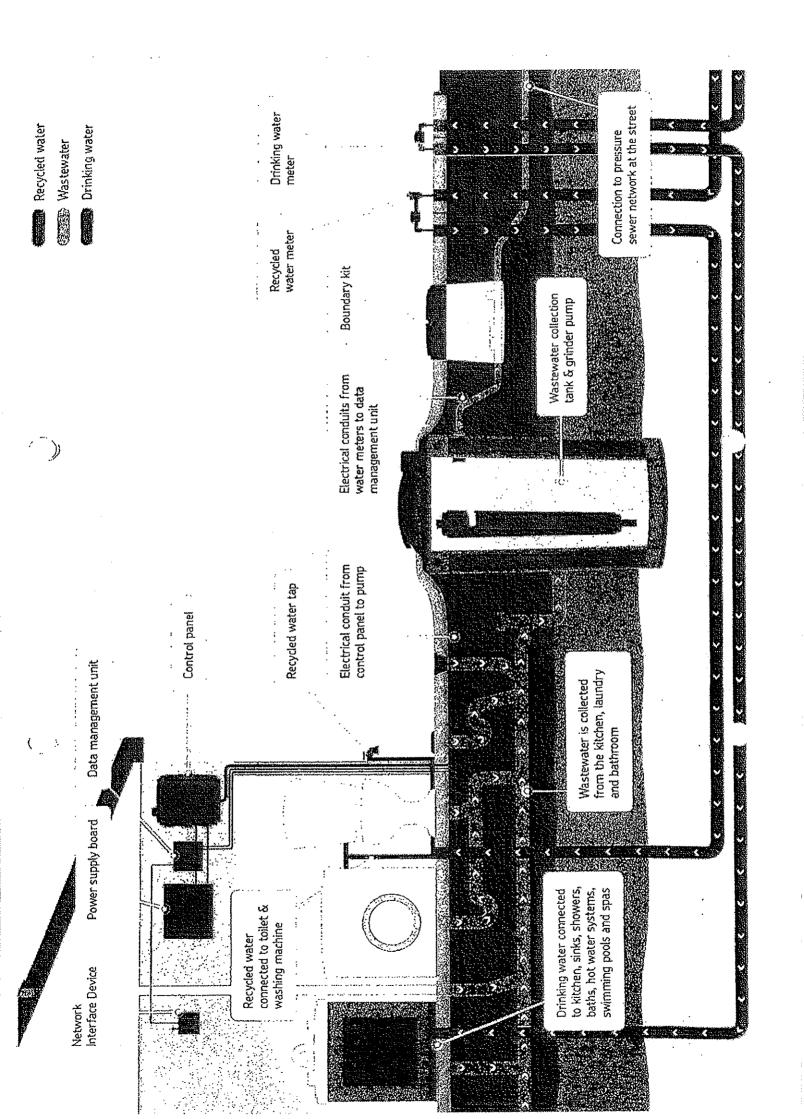
5. On-sale of your property

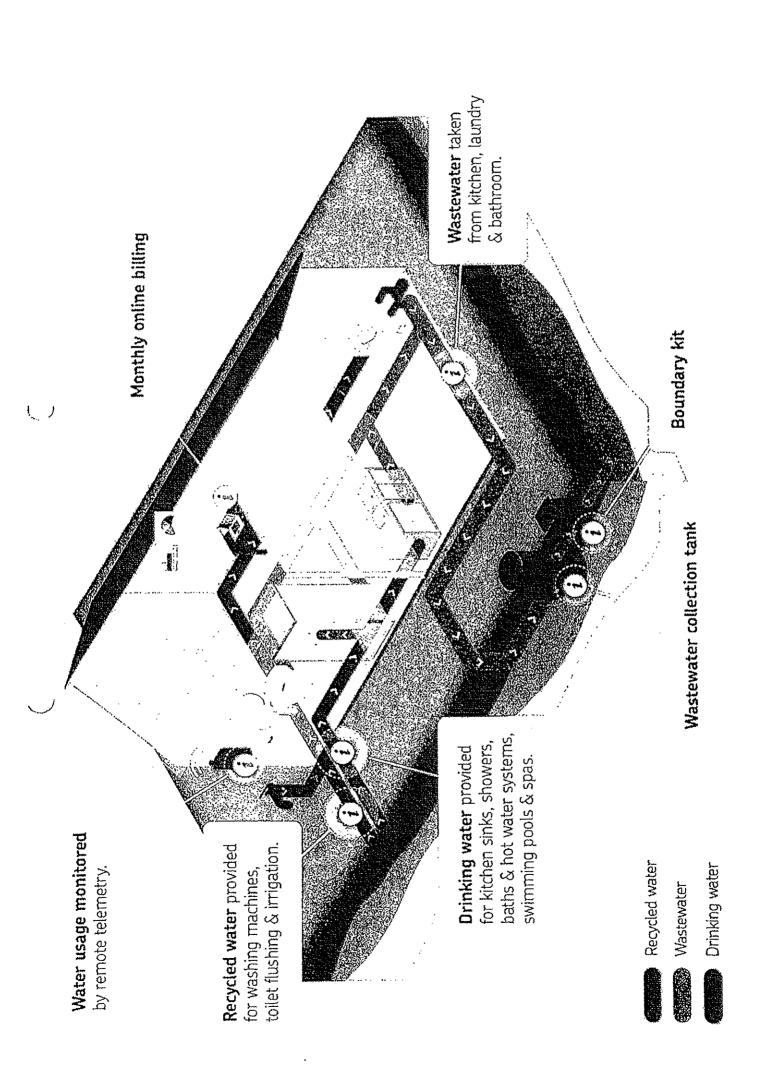
If you decide to sell your property prior to registration with Box Hill Water, you must ensure a copy of this document is enclosed with and forms a part of your contract of sale with the new purchaser. In order to obtain the services provided by Box Hill Water, a new purchaser has to follow the steps outlined above.

If you complete the customer registration with Box Hill Water and then subsequently sell your property, you must provide Box Hill Water with the details of the new purchaser, including the settlement date and the purchaser's name and contact details. If you do not do so, you will remain liable for all fees and charges as if you continued to be the owner of the property.

6. Definitions

Flow Systems Operations Pty Ltd (ACN 603 106 305) (Flow Systems Operations), a wholly-owned subsidiary of Flow Systems Pty Ltd (ACN 136 272 298) (Flow Systems), has been appointed by Celestino Developments Pty Ltd (ACN 603 180 712) (Developer) to establish Flow Systems trading as Box Hill Water (Box Hill Water), an independent water utility for The Gables (Development).





ATTACHMENT E REQUISITIONS

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

- 1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
- 2. Is anyone in adverse possession of the property or any part of it?

3.

- (a) What are the nature and provisions of any tenancy or occupancy?
- (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
- (c) Please specify any existing breaches.
- (d) All rent should be paid up to or beyond the date of completion.
- (e) Please provide details of any bond together with the Rental Bond Board's reference number.
- If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
- 4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the Landlord and Tenant (Amendment) Act 1948.)
- 5. If the tenancy is subject to the Residential Tenancies Act 2010 (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

- Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
- On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the
 case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on
 completion.
- 8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
- 9. When and where may the title documents be inspected?
- 10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

- All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
- 12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

15.

- 13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
- 14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

(a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?

- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- please provide details of insurance under the Home Building Act 1989.
- (iv) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the 16. Council or any other authority concerning any development on the property?

If a swimming pool is included in the property: 17.

when did construction of the swimming pool commence?

- is the swimming pool surrounded by a barrier which complies with the requirements of the (b) Swimming Pools Act 1992?
- if the swimming pool has been approved under the Local Government Act 1993, please provide (c)
- are there any outstanding notices or orders? (d)

18.

To whom do the boundary fences belong? (a)

Are there any party walls? (b)

If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and (c) produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

is the vendor aware of any dispute regarding boundary or dividing fences or party walls? (d)

Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 (e) or the Encroachment of Buildings Act 1922?

Affectations

Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than 19. those disclosed in the Contract?

Is the vendor aware of: 20.

- any road, drain, sewer or storm water channel which intersects or runs through the land?
- any dedication to or use by the public of any right of way or other easement over any part of (b) the land?

any latent defects in the property? (c)

Has the vendor any notice or knowledge that the property is affected by the following: 21.

any resumption or acquisition or proposed resumption or acquisition? (a)

any notice requiring work to be done or money to be spent on the property or any footpath or (b) road adjoining? If so, such notice must be complied with prior to completion.

any work done or intended to be done on the property or the adjacent street which may create (c) a charge on the property or the cost of which might be or become recoverable from the purchaser?

any sum due to any local or public authority? If so, it must be paid prior to completion. (d)

any realignment or proposed realignment of any road adjoining the property? (e)

any contamination? **(f)**

22.

- Does the property have the benefit of water, sewerage, drainage, electricity, gas and (a) telephone services?
- If so, do any of the connections for such services pass through any adjoining land?

Do any service connections for any other property pass through the property?

Has any claim been made by any person to close, obstruct or limit access to or from the property or to an 23. easement over any part of the property?

If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the 24. trustee's power of sale.

Requisitions and transfer

If the transfer or any other document to be handed over on completion is executed pursuant to a power of 25. attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code 26. must be provided 7 days prior to settlement.

Searches, surveys, enquiries and inspection of title deeds must prove satisfactory. 27.

The purchaser reserves the right to make further regulsitions prior to completion. 28.

Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to 29. these requisitions remain unchanged as at completion date.

ATTACHMENT F FIRB FORM

INFORMATION TO BE PROVIDED UNDER THE FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

rustee of a trust.		rchaser is a natural person, corporation or
lote: Foreign Person means a foreign 1975 (Cth).	n person for the purposes of t	he Foreign Acquisitions and Takeovers Ac
THE PURCHASER IS A NATURAL I	PERSON	
Is the purchaser a Foreign Person:		YES D NO D
Address of purchaser		
Tax File Number of purchaser (if appl	licable)	
The above mentioned information is	correct to the best of my kno	wledge.
O2	Date	
Signed by		
[Solicitor for the purchaser/ THE PURCHASER IS A TRUSTEE C Is the purchaser a Foreign Person: Please supply the names and addres	/purchaser] OF A TRUST/SUPERANNU/ sses and residency status for	YES □ NO □ the purposes of the Foreign Acquisitions
[Solicitor for the purchaser/ THE PURCHASER IS A TRUSTEE O Is the purchaser a Foreign Person: Please supply the names and addres and Takeovers Act 1975 (Cth) of each	/purchaser] OF A TRUST/SUPERANNUA sees and residency status for the trust/sup	YES I NO II the purposes of the Foreign Acquisitions erannuation fund:
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	/purchaser]	
THE PURCHASER IS A CORPORA	TION	
s the purchaser a Foreign Person:		YES 🗆 NO 🗅
f the Purchaser is a corporation, plea of the <i>Foreign Acquisitions and Taked</i> corporation below:		
Name of Director/Secretary	Address	Foreign Person*
		YES/NO
		YES/NO
:		YES/NO
Name of Characteristics 1		
Name of Shareholder	Address	Foreign Person*
		YES/NO
	:	YES/NO
		YES/NO
tongo oungly the games indicates	and residency status of each natural	
lease supply the names, addresses atterest in the company as defined in	the Foreign Acquisitions and Takeov	vers Act 1975 (Cth):
terest in the company as defined in Name of Natural Person with	the Foreign Acquisitions and Takeov Address	vers Act 1975 (Cth): Foreign Person
terest in the company as defined in		
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terest in the company as defined in Name of Natural Person with		Foreign Person
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nterest in the company as defined in some of Natural Person with Controlling Interest The abovementioned information is conquire further information regarding with the control of the co	Address prrect to the best of my knowledge. I	Foreign Person YES/NO YES/NO YES/NO acknowledge that the vendor ma