Disclosure Statement – Off the Plan Contracts

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

VENDOR	621Z Northern Road Pty Ltd ACN 623 913 404 and 621B Northern Road Pty Ltd ACN 623 913 780
PROPERTY	Lot 139 , 621 The Northern Road, Cobbitty NSW

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	☑ No ☐ Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	☑ No ☐ Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	☑ No ☐ Yes **If Yes, please specify scheme type:**

DETAILS					
Completion	Completion Date is the later of 35 days from the contract date and 21 days after the day on which the vendor serves notice of the registration of the Documents.		**Refer to clause(s):**	Clause 39	
Is there a sunset date?	☐ No ☑ Yes	**Can this date be extended?**	☐ No ☑ Yes	**Refer to clause(s):**	Clause 40
Does the purchaser pay anything more if they do not complete on time?	☐ No ☑ Yes	Provide details, including relevant clause(s) of contract:	Penalty interest being 10% per annum on the balance of the price and any other monies outstanding calculated from the period from the day after the Completion Date to the day of Completion (Clause 44.1 of the Contract). $330.00 if the vendor issues a notice to complete (Clause 44.3(a)(i) of the Contract). $110.00 if the purchaser cancels a booking for Completion or fails to complete at a scheduled Completion booking time (Clause 44.3(a)(ii)).		
Has development approval been obtained?	☐ No ☑ Yes	Development Approval No:	Development Consent Number DA2018/586/1		
Has a principal certifying authority been appointed?	☑ No ☐ Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	☐ No ☑ Yes	Provide details, including relevant clause(s) of contract:	Clause 38 of the Contract provides that if the vendor has not satisfied the Presale Condition Precedent (being the vendor achieving presales for lots within the Development to satisfy the vendor's financier) by 29 February 2024 which can be extended by the vendor to 31 December 2024 then the Contract may be rescinded. Clause 39.2 of the Contract provides that the		

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			vendor must satisfy the Condition Precedent (being registration of the Documents) by the Sunset Date (as extended in accordance with clause 40).

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

Signed, sealed and delivered by

in the presence of:

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

Signed, sealed and delivered by

in the presence of:

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

Executed by

in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

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Signed, sealed and delivered for and on behalf of

Attorney

under power of attorney dated
in the presence of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Golden Land Centre Pty Ltd** Suite 11, 1 Railway Parade, Burwood NSW 2134	phone ref Admin GLC
vendor	**621Z NORTHERN ROAD PTY LTD ACN 623 913 404 AND 621B NORTHERN ROAD PTY LTD ACN 623 913 780** Level 16, 5 Martin Place, Sydney NSW 2000	
vendor's solicitor	**BHL LEGAL PTY LIMITED ACN 636 936 439** Level 16, 5 Martin Place Sydney NSW 2000	phone 02 9048 9888 fax ref B Wickenden
date for completion	The date specified in clause 39	
land (address, plan details and title reference)	**LOT 139, 621 THE NORTHERN ROAD, COBBITTY NSW 2570** Lot **139** in an unregistered plan of subdivision being a subdivision of lot 501 in deposited plan 1231858 and lot 1 in deposited plan 1241819 Part of Folio Identifiers 501/1231858 and 1/1241819 ☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☒ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or numbered: ☐ other documents:	

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

inclusions	Not applicable	
Exclusions	Not applicable	
purchaser	**Matthew Dos Santos Da Silva** U218/8, Sunbeam st, campsie nsw 2194	
purchaser's ☐ solicitor ☐ conveyancer	**Conveyancing Solutions +legal** **Unit** 506/ 3 Waverley st, bondi junction nsw	phone 02 93872111 email adam@conveyancingsolutions.com.au ref Adam Torok
price	$361,200.00	
deposit	$36,120.00	**inclusive of GST**
balance	$325,080.00	(10% of the price, unless otherwise stated)
contract date		(if not stated, the date this contract was made)

buyer's agent

See Execution Page

vendor **witness**

GST AMOUNT (optional)
The price includes GST.

See Execution Page

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

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Choices

Vendor agrees to accept a ***deposit bond*** (clause 3) ☒ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30) ***Electronic transaction*** (clause 30) ☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Parties agree that the deposit be invested (clause 2.9) ☐ NO ☒ yes

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

Land tax is adjustable ☐ NO ☒ yes

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

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

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

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

Purchaser must make an *GSTRW payment*: (residential withholding payment) ☐ NO ☒ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: 621B Northern Road Pty Ltd and 621Z Northern Road Pty Ltd

Supplier's ABN: 25463448371

Supplier's GST branch number (if applicable): Not applicable

Supplier's business address: Level 16, 5 Martin Place, Sydney NSW 2000

Supplier's email address: accounts@bhlgroup.com.au

Supplier's phone number: 02 9048 9888

Supplier's proportion of *GSTRW payment*: 100%

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate)*:* **$25,284.00**

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

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

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

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

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List of Documents

General
- ☐ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☐ 6 section 10.7(2) planning certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewerage lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

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

Strata or community title (clause 23 of the contract)
- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☒ 57 disclosure statement - off the plan contract

Other
- ☒ 58 Other: See Special conditions

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

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Execution by vendor

Signed, sealed a**nd delivered** for and on behalf of **621Z Northern Road Pty Ltd ACN 623 913 404** by its attorney under power of attorney dated

in the presence of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

Signed, sealed a**nd delivered** for and on behalf of **621B Northern Road Pty Ltd ACN 623 913 780** by its attorney under power of attorney dated

in the presence of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

Execution by purchaser

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Signed, sealed and delivered by
in the presence of:

Signature of witness

Signature of purchaser

Full name of witness (print)

Address of witness (print)

Signed, sealed and delivered by
in the presence of:

Signature of witness

Signature of purchaser

Full name of witness (print)

Address of witness (print)

Executed by
in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Signed, sealed and delivered for and on behalf of

by his/her attorney
under power of attorney dated
in the presence of:

Signature of witness

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

Full name of witness (print)

Address of witness (print)

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OXLEY RIDGE

Tax File Number Notification and FIRB Declaration

Lot Number: _____

Apartment Number: _____

Purchaser 1 Name: _____

Purchaser 1 Address: _____

_____

Purchaser 1 Tax File Number: _____

Purchaser 1 Date of Birth: _____

Purchaser 1 Citizenship: _____

If not Australian citizen, what is your residency status: Temporary resident / Permanent resident _____

Purchaser 2 Name: _____

Purchaser 2 Address: _____

Purchaser 2 Tax File Number: _____

Purchaser 2 Date of Birth: _____

Purchaser 2 Citizenship: _____

If not Australian citizen, what is your residency status: Temporary resident / Permanent resident _____

Purchaser 1 (sign) _____

Purchaser 2 (sign) _____

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.

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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. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
   (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
   (b) the fifth business day after the day on which the contract was made—in any other case.

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.

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WARNINGS

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

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning, Industry and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land & Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or 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 transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that 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;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW 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);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
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;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
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 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

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7 Claims by purchaser

Normally, 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 –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *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 –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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13.8.1 this sale is not a taxable supply in full; or
13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
13.9 If this contract says this sale is a taxable supply to an extent –
13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
14.2 The *parties* must make any necessary adjustment on completion.
14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
14.6.1 the amount is to be treated as if it were paid; and
14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.

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16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:
- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

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

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

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20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

● Notices, certificates and inspections

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

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25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.
25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose 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;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	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 date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal 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;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *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 *ECNL;*
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.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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HWL EBSWORTH
LAWYERS

Special Conditions

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Special Conditions

32. Definitions and interpretation clauses

Unless the context requires otherwise, the following words when used in a defined sense have these meanings in this contract:

Act	means the *Conveyancing Act 1919* (NSW).
Adjacent Land	means the land in the vicinity of the Development Site.
Authority	means a government or semi-governmental, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body having jurisdiction over the Development and includes the Council and any principal certifying authority.
Bank Guarantee	means an irrevocable and unconditional undertaking in favour of the vendor for an amount being 10% of the price which: (a) is issued by AMP Bank, ANZ Bank, Bank of Queensland, Bank of Western Australia, Bendigo and Adelaide Bank, Commonwealth Bank, Citibank, HSBC, Macquarie Bank, National Australia Bank Limited, St George Bank, Suncorp or Westpac Bank; (b) contains terms and conditions acceptable to the vendor in the vendor's absolute discretion; and (c) does not specify an expiry date or if it has an expiry date, an expiry no earlier than 3 months after the Sunset Date.
Certificate	means the certificate or certificates under s10.7 of the *Environmental Planning and Assessment Act 1979*, a copy or copies of which is or are attached to this contract.
Claim	means any claim, losses, Costs, charges, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this contract or the Property whether or not it arises at law or in any other way.

Commissioner	means the Commissioner of Taxation.
Completion	means completion of this Contract and **complete** and **completed** have corresponding meanings.
Completion Date	means the date for Completion determined in accordance with clause 39.1.
Conditions Precedent	means: (a) registration of the Documents; and (b) if not previously served by the vendor, notification of a Material Change to the Disclosure Statement.
Conditions Precedent Notice	means a written notice or notices from the vendor stating that the Conditions Precedent has been satisfied together with (a) copies of the registered Documents; and (b) if clause (b) applies in the definition of Conditions Precedent, notification of a Material Change to the Disclosure Statement.
Costs	include: (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis); (b) damages, losses, injury (whether actual or contingent) suffered or incurred by a party; and (c) any fines, penalties, interest or similar item imposed by any legislation.
Council	means Camden Council.
Default	means where the purchaser has failed to comply with a term or condition of this contract.
Deposit	means an amount equivalent to 10% of the price.

Depositholder means HWL Ebsworth Lawyers of Level 14, 264 George Street, Sydney NSW 2000.

Design Essentials means the document or documents titled "Building Covenants" and/or "Design Guidelines" and/or "Design Essentials" or words to that effect, which may comprise one or more separate documents attached to this contract.

Development means the development proposed to be carried out on the Development Site by the vendor generally described in Schedule 1.

Development Activities means:

(a) any form of demolition work, excavation work or landscaping work on the Development Site or any Adjacent Land;

(b) any form of building work or work ancillary to or associated with building work on the Development Site or the Adjacent Land including, without limitation, the installation of services (including embedded networks);

(c) the staging of the Development;

(d) the staging of the registration of plans of subdivision in respect of the Development;

(e) the addition, amendment or deletion of lots;

(f) the registration of the Plan of Subdivision, the Subdivision Plan Instrument and any other documents, instruments, dealings or plans for the purposes of the Development;

(g) obtaining any such approvals required by the vendor for carrying out the Development;

(h) any work other than the work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the vendor in respect of the Development including any environmental remediation and other similar work;

(i) the consolidation of land forming the Development Site or part of the Development Site;

(j) the subdivision of land forming part of the Development Site; and

(k) the dedication, transfer, lease or other disposal to an Authority of land forming part of the Development Site.

Development Consent	means DA208/586/1.
Development Site	means lot 1 in deposited plan 1241819 comprised in certificate of title folio identifier 1/1241819.
Disclosures	means the disclosure of information, concepts and proposals described in Schedule 1 and other clauses in and annexures and schedules to this contract regarding the Development and the Development Site.
Disclosure Statement	means the disclosure statement in accordance with section 66M of the Act (as amended in accordance with this contract.
Documents	means the following: (a) Plan of Subdivision; and (b) Subdivision Instrument (if applicable).
Draft Plan of Subdivision	means the plan contained in Attachment 1.
Draft Section 88b Instrument	means the instrument contained in Attachment 2.
Expert	means a person nominated by the President for the time being of the Royal Australian Institute of Architects NSW Chapter at the request of either the vendor or the purchaser in accordance with clause 67.
GST Act	means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
GST Withholding Amount	means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law.

Material Change	a change to the Disclosure Statement is such a change that the purchaser: (a) would not have entered into the contract had the purchaser been aware of the change in the Disclosure Statement; and (b) would be materially prejudiced to the change in the Disclosure Statement but the purchaser acknowledges and agrees that a Material Change does not mean any of the matters specified in sub-clauses (c) to (d) of the definition arising from: (c) a reduction in the area of the Property as shown on the Draft Plan of Subdivision by 5% or less% when compared to the area of the Property in the Plan of Subdivision; and (d) a change in the proposed lot number of the Property.
New Document	has the meaning given to it in clause 40.2(c).
Objection	means a Claim, requisition or objection or direction and includes delay Completion or terminate this contract.
Plan of Subdivision	means the plan of subdivision creating the Property generally consistent with the Draft Plan of Subdivision with or without changes permitted under this contract.
Presale Condition Precedent	means the vendor achieving presales for lots within the Development to satisfy the vendor's financier.
Presale Condition Precedent Sunset Date	means 29 February 2024.
Property	has the meaning given to *'property'* in the Standard Form.
Purchaser's Designs and Applications	means: (a) all design concept plans, drawings, designs and specifications for the Purchaser's Works; and (b) all applications for development approval and other

approvals and consents for the Purchaser's Works.

Purchaser's Works	means the construction of a dwelling on the Property in accordance with the requirements in clauses 65 and 66.
Registrar General	means the general manager of NSW Land & Property Information.
Service Providers	includes Council, any Authority and any company in the business of supplying services to the public.
Special Conditions	means these special conditions attached to this contract.
Standard Form	means the standard form Contract for Sale of Land – 2019 Edition.
Subdivision Plan Instrument	means the instrument setting out the terms of easements, restrictions on the use of land and covenants generally consistent with the Draft Section 88b Instrument.
Sunset Date	means the date set out in Schedule 2.
TA Act	means the Taxation Administration Act 1958.
Tax Declaration	means a declaration in the terms contained in Attachment 8.
Third Party Vendor	means the third party vendor appointed by the vendor in accordance with clause 54.
Treasurer	means the Treasurer of the Commonwealth of Australia.
Withholding Law	means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

33. Interpretation

33.1 In this contract unless the contrary intention appears:

(a) headings are for convenience only and do not affect interpretation;

(b) the singular includes the plural and vice versa;

(c) a gender includes any gender;

(d) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;

(e) a reference to person includes:

(i) a body corporate, an unincorporated body or other entity;

(ii) a reference to that person's executors, administrators, successors, permitted assigns and substitutes; and

(iii) a person to whom this contract is novated;

(f) a reference to a clause, is to a clause of this contract;

(g) a reference to a schedule, annexure or attachment is to a schedule, annexure or attachment to this contract;

(h) a reference to a specific document is to that document as amended, novated, supplemented, varied or replaced;

(i) a reference to a thing, including but not limited to a right, includes a reference to a part of that thing;

(j) a reference to legislation includes but is not limited to a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;

(k) a reference to conduct, includes but is not limited to, an omission, statement or undertaking whether or not in writing;

(l) an agreement, representation or warranty in favour of two or more people is for the benefit of them jointly and severally;

(m) an agreement, representation or warranty on the part of two or more people binds them jointly and severally;

(n) if a period of time runs to or from a given date, act or event, then the time is calculated exclusive of the date, act or event;

(o) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later;

(p) In the Standard Form, all reference to objection, requisition or claims is a reference to Objection in these Special Conditions; and

(q) a reference to time is a reference to Sydney time.

33.2 The provisions of this contract, which are intended to have application after Completion, continue to apply from Completion.

33.3 If there is an inconsistency between the Standard Form and the Special Conditions, then the Special Conditions prevail.

34. Amendments to Standard Form

The following clauses in the Standard Form are amended:

(a) by deleting clause 3;

(b) by deleting clause 4.1 and inserting the following provision:

If applicable, the purchaser must serve the form of the transfer within 7 days after the day on which the vendor serves notice of the registration of the Documents.

(c) by deleting clause 5.1;

(d) by deleting clause 5.2.1 and inserting the following provision:

If it arises out of this contract or is a general question about the property or title – within 10 days after the day on which the vendor serves notice of registration of the Documents.

(e) by deleting clause 5.2.2 and inserting the following provision:

If it arises out of anything served by the vendor on the purchaser - within 10 days after the day on which the vendor serves notice of registration of the Documents.

(f) by deleting clause 7.1.1;

(g) by deleting clause 8.1 and inserting the following provision:

The vendor can rescind if:

8.1 the vendor is unable or unwilling to comply with an objection, requisition or claim;

8.2 the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and

8.3 the purchaser does not serve a notice waiving the objection, requisition or claim within 10 business days after that service.;

(h) clause 13.7.2 is amended by inserting after the word 'Completion' the words 'or within 10 business days of a liability arising under this clause 13.7, if it arises after Completion';

(i) clause 18 is amended by adding the following provision:

18.8 The purchaser cannot make a requisition or claim after entering into possession; and; and

(j) the following new clause 20.6 is inserted:

"20.1.8 served on the purchaser if a drop box link is provided by email or fax to the purchaser's solicitor"; and

(k) clauses 22 to 31 inclusive are deleted.

35. Disclosure Statement

35.1 Disclosure Statement attached to contract

The purchaser acknowledges and agrees that the Disclosure Statement was provided by the vendor to the purchaser in accordance with the Act.

35.2 No Objection

The purchaser acknowledges and agrees that the purchaser has read and understood the Disclosure Statement and the purchaser must not make any Objection to the Disclosure Statement.

36. Deposit

36.1 Payment of Deposit

The purchaser must pay to the vendor the Deposit in accordance with clause 36.2.

36.2 Payment of Deposit by instalments

(a) The purchaser is liable for and the vendor has a right to receive the full Deposit on the contract date.

(b) Despite clause 36.2(a), the vendor acknowledges and agrees that the purchaser may pay the Deposit in two instalments as follows:

(i) as to the first instalment of $5,000.00, on or before the contract date; and

(ii) as to the second instalment being the balance of the 10% of the Deposit by 3.30 pm on or before the date 7 days from the contract date.

(c) If the purchaser does not comply with clause 36.2(b)(ii), the vendor may (but is under no obligation to do so), terminate this contract at any time whilst the balance of the Deposit remains outstanding.

(d) The purchaser acknowledges that the Deposit is equivalent to 10% of the price

(e) The purchasers obligations under this clauses 36.1 and 36.2 are essential.

(f) This clause does not limit any other rights or remedies the vendor may have either at law, in equity or under this contract.

36.3 **Investment of Deposit**

(a) The vendor and purchaser appoint the Depositholder to hold and invest the deposit on behalf of the vendor and the purchaser in accordance with this contract.

(b) The Depositholder has no obligation under this contract other than in accordance with this clause 36 and does not act for the vendor or the purchaser in relation to the sale and purchase of the Property

(c) The vendor and the purchaser authorises the Depositholder to invest the Deposit in an interest bearing account pending Completion.

(d) The vendor and purchaser must provide the Depositholder with their tax file number within 2 business days after the contract date.

(e) The vendor and purchaser acknowledge and agree that the Depositholder will establish and invest the deposit in an interest bearing account pending Completion.

(f) The vendor and purchaser must provide their tax file numbers within 2 business days from the contract date.

(g) The vendor and purchaser direct the Depositholder to pay all interest earned on the investment of the deposit less all government and bank charges as follows:

(i) $220.00 (including GST) to the Depositholder as consideration for its services as described in this clause 36; and

(ii) if this contract is completed, the balance divided equally between the vendor and the purchaser;

(iii) if the contract is rescinded or terminated, the balance to the party entitled to the deposit.

(h) If tax is payable on the interest earned on the investment of the deposit as a result of a party not giving that party's tax file number in accordance with clause 36.3(d), then:

(i) it is an expense of the other only; and

(ii) if this contract is completed, interest will be paid to the other party.

(iii) an error in the adjustment does not affect the rights of a party arising out of the required adjustment; and

(iv) the Depositholder is not liable to a party for an error in this adjustment.

(i) The vendor and purchaser authorise the Depositholder to arrange for the deposit and any interest earned on the deposit to be released into the Depositholder's trust account on lodgement of the Documents at Land Registry Services.

(j) On Completion, the Depositholder is authorised to disburse the deposit and any interest earned on the Deposit as follows:

(i) the Deposit as directed by the vendor;

(ii) if the purchaser is entitled to a share of interest earned on the deposit, adjust the purchaser's share of the interest in favour of the purchaser; and

(iii) the interest earned on the deposit to the vendor.

36.4 Protection of Depositholder

(a) The Depositholder is not obliged to consult with any party or make an enquiry of any kind before taking any action under this contract.

(b) Without limiting clause 36.4(a), the Depositholder is entitled to rely on any document, including:

(i) an order on the Depositholder;

(ii) any other documents provided in accordance with this contract,

which appears on its face to be in accordance with this contract and is believed by the Depositholder (acting reasonably) to be genuine.

(c) Neither the Depositholder nor its officers, agents, employees or successors shall be liable for:

(i) any failure by a party to perform it obligations under this contract;

(ii) the loss of any money from, or the performance of, the account established by the Depositholder; or

(iii) any action taken or omitted to be taken by it under this contract for Sale,

except in the case of its own negligence or fraud.

(d) The vendor and purchaser irrevocably and unconditionally indemnifies the Depositholder against all liabilities, including income tax liabilities or penalties, losses, costs, expenses or damages of whatsoever nature and kind, the Depositholder sustains or incurs in any way under or in relation to this deed except in the case of the Depositholder’s own negligence or fraud.

37. Bank Guarantee

37.1 Delivery of Bank Guarantee

(a) The purchaser may give to the vendor a Bank Guarantee for the amount of the Deposit on or before the contract date in lieu of paying the Deposit in accordance with clause 35.

(b) Clause 37.1(a) is an essential term of this contract.

37.2 **Substitute Bank Guarantee if Sunset Date extended**

If:

(a) the vendor gives to the purchaser a notice extending the Sunset Date; and

(b) the Bank Guarantee given by the purchaser provides for an expiry date that expires prior to the Sunset Date (as extended),

the purchaser must give to the vendor a substitute Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the substitute Bank Guarantee cannot expire prior to the date 3 months after the Sunset Date (as extended).

37.3 **Bank Guarantee expired**

If:

(a) the Bank Guarantee has an expired date; and

(b) completion for any reason has not taken place at least 6 months before that expiry date,

the purchaser must promptly but no later than 3 months before the expiry date of the bank guarantee give to the vendor a substitute Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the substitute Bank Guarantee cannot expire prior to the date 3 months after the Sunset Date.

37.4 **Completion**

On Completion the purchaser must pay to the vendor, in addition to all other money payable under this contract, the amount stipulated in the Bank Guarantee.

37.5 **Vendor's right to call on Bank Guarantee**

(a) The vendor may claim on the Bank Guarantee at any time after the purchaser Defaults.

(b) The vendor may apply money that it receives from the Bank Guarantee, towards money including but not limited to damages that the purchaser must pay to the vendor in relation to this contract.

(c) If the purchaser Defaults, then without reference to the purchaser:

(i) the vendor may claim under the Bank Guarantee; and

(ii) must not do anything that would prevent the vendor claiming the Bank Guarantee.

(d) The vendor and the bank may act despite the purchaser's Objection.

37.6 **Essential term**

Clause 37 is an essential term of this contract.

38. Completion subject to satisfaction of Presale Condition Precedent

38.1 **Completion subject to satisfaction or waiver of Presale Condition Precedent**

(a) Completion of this contract is subject to satisfaction by the vendor of the Presale Condition Precedent on or before the Presale Condition Precedent Sunset Date.

(b) If the vendor has not satisfied the Presale Condition Precedent by the Presale Condition Precedent Sunset Date, the vendor may rescind this contract by notice to the purchaser.

(c) If the vendor has not satisfied the Presale Condition Precedent by the Presale Condition Precedent Sunset Date, then:

(i) the vendor may rescind this contract by notice to the purchaser; or

(ii) the vendor may give to the purchaser a notice extending the Presale Condition Precedent to 31 December 2024 (**Extended Presale Condition Precedent Sunset Date**).

(d) If the vendor gives to the purchaser a notice in accordance with clause 38.1(c)(i), this contract is at an end and clause 19 will apply.

(e) If:

(i) the vendor gives to the purchaser a notice in accordance with clause 38.1(c)((ii); or

(ii) the vendor does not give a notice to the purchaser in accordance with either clauses 38.1(c)(i) or 38.1(c)(ii),

the Presale Condition Precedent Sunset Date is extended to the Presale Condition Precedent Sunset Date.

(f) If the vendor does not satisfy the Presale Condition Precedent by the Extended Presale Condition Precedent Sunset Date, the vendor may rescind this contract and clause 19 will apply.

39. Completion

39.1 **Completion**

The date for Completion is the later of:

(a) 35 days from the contract date;

(b) 21 days after the day on which the vendor serves the Condition Precedent Notice.

39.2 Satisfaction of Condition Precedent

(a) Completion is subject to and conditional on the satisfaction of the Condition Precedent.

(b) The vendor must use all reasonable endeavours to satisfy the Condition Precedent on or before the Sunset Date.

(c) Subject to section 66ZL of the Act, if the Condition Precedent is not satisfied on or before the Sunset Date then either the vendor or the purchaser may rescind this contract by written notice to the other provided that no such right of rescission shall be exercisable by the purchaser if the vendor gives notice to the purchaser that the Condition Precedent is satisfied.

40. Extension of Sunset Date

40.1 Extension of Sunset Date

Despite clause 39.2, the vendor may by notice to the purchaser extend the Sunset Date:

(a) by each day that the vendor or the vendor's builders have been delayed in the construction of the Development or the registration of the Documents by reason of:

(i) inclement weather or conditions resulting from inclement weather; or

(ii) any civil commotion, combination of workman or strikes or lockouts affecting the progress of the work or affecting the manufacture or supply of materials for the construction of the Development;

(iii) any delay by Council or any Authority in approving, signing or registering any Documents; and

(iv) any other matter beyond the vendor's control; or

(b) if required by the vendor or the vendor's financier.

40.2 Vendor's Representative sole determination

(a) The Vendor's Representative is the sole determiner of the vendor's entitlement to extension of time under clause 40.1.

(b) The Vendor's Representative acts as an expert and not an arbitrator.

(c) The Vendor's Representative's decision is final, conclusive and binding on the parties.

41. Change of Documents

41.1 Registration of Documents

The vendor intends to have the Documents registered before Completion.

41.2 Replacement, amendment or new documents

At any time before the vendor serves the Conditions Precedent Notice(s), the vendor may:

(a) change the Disclosure Statement;

(b) remove a document or plan from registration (**Unnecessary Document**);

(c) replace a document or plan (**Replaced Document**) with another document or plan (**Replacement Document**); or

(d) add a document or plan which relates to a matter in this contract, including, but not limited to any documents in relation to the Strata Plan (**New Document**).

41.3 Purchaser may rescind

(a) If the vendor serves a notice in accordance with clause 41.2, the purchaser may rescind this contract in accordance with section 66ZQ of the Act.

(b) If a notice of rescission is not served by the purchaser in accordance with section 66ZQ of the Act, the change to the Documents or the Disclosure Statement is taken to be amended to in accordance with clause 41.2(a).

(c) Subject to the Act, if there is any disagreement in connection with clause 41.2, either the vendor or the purchaser may within 10 business days after Completion refer the disagreement to an Expert.

42. Development Activities and selling activities

42.1 Vendor may undertake Development Activities and selling activities

(a) Both before and after Completion and until the vendor completes the Development and sold lots the Development, the vendor and persons authorised by the vendor may:

(i) undertake Development Activities;

(ii) conduct selling activities in and about the Development Site (but not the Property);

(iii) place and maintain in and about the Development Site (but not the Property) signage including without limitation, directional signs and signs in connection with selling leasing activities; and

(iv) place and maintain in and about the Development Site (but not the Property) marketing and sales facilities and equipment including without limitation, offices and other facilities for sales people.

(b) In exercising its rights under clause 42.1(a), the vendor must cause as little interference as is possible to the purchaser's enjoyment of the Property.

(c) This clause 42.1 will not merge on Completion and continues in full force and effect until the vendor has completed the Development and sold and leased all lots in the Development.

(d) The purchaser may not make an Objection arising out of the matters in this clause 42.1 or do any act or thing to restrain the vendor (or its agents) from exercising its rights in this clause 42.1.

43. Purchaser's representations and warranties

43.1 Purchaser's representations

The purchaser represents and warrants that:

(a) it was not induced to enter into this contract by and did not rely on any representations made by the vendor, the vendor's agent or persons on behalf of the vendor, or warranties about the subject matter of this contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the Property or the view from the Property or about any financial return or income that may be able to be derived from the Property or anything in an advertisement, sales brochure, report or marketing plans or on display either at a display suit or online) except those representations and warranties expressly set out in this contract or implied by law;

(b) it has relied entirely on its own enquires relating to the Property prior to entering into this contract including the obtaining of independent legal advice;

(c) it has satisfied itself as to its obligations and rights under this contract; and

(d) it has inspected all documentation attached to this contract, and is aware of all of the terms of and restrictions and prohibitions contained in the documentation attached to this contract.

43.2 No Objection by purchaser

The purchaser must not make any Objection in respect of a matter disclosed or referred to in this contract or the documentation attached to this contract.

43.3 No merger

This clause does not merge on Completion.

44. Interest on delayed Completion and Notice to Complete

44.1 Interest on delayed Completion

(a) If the purchaser Completes this contract but does not do so on or before the Completion Date, then on the actual date of Completion, the purchaser must pay interest on:

(i) the balance of the price; and

(ii) any other amount that the purchaser must pay to the vendor under this contract.

(b) The purchaser must pay the interest at a rate of 10% per annum calculated daily for the period from and including the day after the Completion Date, up to and including the actual date of Completion.

(c) Despite Standard Form clause 14, the parties must make adjustments at the earlier of the Completion Date, the date possession is given to the purchaser and the actual date of Completion.

(d) Payment of interest under this clause 44.1 is an essential term of this contract and is the vendor's genuine pre estimate of the damage suffered by the vendor due to the purchaser's failure to Complete on the Completion Date.

(e) The purchaser need not pay interest for as long as the purchaser is ready, willing and able to Complete but Completion cannot take place because the vendor cannot Complete.

44.2 Notice to complete

(a) If the purchaser does not Complete on the Completion Date, the vendor may give to the purchaser a notice to Complete which provides for Completion at least 10 business days after service of that notice. The purchaser acknowledges and agrees that 10 business days is a reasonable period of time for such a notice.

(b) If the vendor has served a notice to complete, the vendor may at any time:

(i) withdraw the notice to Complete by further notice to the purchaser and at the vendor's option, issue a further notice to Complete; or

(ii) unilaterally extend the time allowed by the notice to Complete, with such extended time remaining of the essence of the notice to Complete and this contract.

(c) The vendor will not be regarded as not being ready, willing and able to complete this contract because of the existence of a charge or outgoing, which charge or outgoing will be paid or removed on Completion.

(d) Without limiting any other provision of this contract, the vendor is not required to remove any charge on the Development Site for any outgoing if it will be discharged on or prior to Completion.

44.3 Additional Charges

(a) The purchaser acknowledges and agrees that the following additional charges must be paid on Completion (where applicable):

(i) $330.00 if the vendor issues a notice to complete in accordance with clause 44.2;

(ii) $110.00 if the purchaser cancels a booking for Completion or fails to Complete this contract at a scheduled Completion booking, such that a second or subsequent Completion booking is required. This amount is payable for each cancelled booking or where a booking does not result in Completion; and

(iii) $110.00 for the vendor to assist in the replacement of a Bank Guarantee.

(b) It is an essential provision of this contract that the amounts specified in clause 44.3(a) are paid on Completion in addition to all other moneys required to be paid by the purchaser under this contract at that time.

45. Council, water and sewerage rates and land tax

45.1 Adjustment of Council rates

If, at Completion, a separate assessment for Council rates in respect of the Property for the year current at Completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

(a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the year current at Completion; and

(b) on Completion the purchaser must adjust the amount referred to in Schedule 3 and in accordance with clause 14.

45.2 Adjustment of Water and sewerage

If, at Completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at Completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

(a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the quarter current at Completion; and

(b) on Completion the purchaser must adjust the amount referred to in Schedule 3 and subject to clause 45.5, in accordance with clause 14.

45.3 **Adjustment of Land tax**

(a) If, at Completion, a separate assessment for land tax in respect of the Property for the year current at Completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

(i) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the year current at Completion; and

(ii) on Completion, the vendor and purchaser must the amount referred to in Schedule 3 and in accordance with clause 14 .

45.4 **Completion between January and March of each year**

(a) In the event Completion occurs between 1 January and 1 March of any year, the purchaser must accept from the vendor an undertaking to pay any outstanding land tax payable and must not require the vendor to clear any outstanding land tax on or before Completion.

(b) If as a result of the purchaser's breach or an extension requested by the purchaser, completion of this contract takes place on a date that is after 31 December immediately following the original Completion Date then:

(i) the purchaser's breach or extension will result in an increase in the vendor's land tax assessment for the land tax year following the original Completion Date as a result of the property continuing to be included in the vendor's total landholdings in the State of New South Wales; and

(ii) the additional land tax that the vendor will incur in accordance with this clause is a reasonably foreseeable loss or cost incurred by the vendor as a direct result of the purchaser's breach or extension in respect of which the vendor is entitled to compensation or reimbursement from the purchaser.

(c) If this clause applies then on completion, in addition to the balance of the price and any other money payable to the vendor under this contract, the purchaser must pay to the vendor as compensation or reimbursement on account of the additional land tax being incurred by the vendor, an amount equal to 1.7% of:

(i) the taxable value of the property (as defined in the Land *Tax Management Act 1956* (NSW) for each relevant land tax year(s); or

(ii) if there is no separate unimproved value for the property for any Land Tax Year(s), the amount reasonably determined by the vendor as the

estimated taxable value for the relevant land tax year(s) (being an amount no greater than the price).

(d) If the additional land tax payable by the vendor under clause 45.3(d)

(e) is less than the amount paid by the purchaser under clause 45.7, the vendor must refund the difference to the purchaser within 21 days of the vendor receiving notice of assessment of land tax payable for the Development Site.

45.5 **Payment by vendor**

The vendor must, before Completion, pay or procure the payment of:

(a) any assessment for Council rates; and

(b) any assessment of land tax,

issued before Completion for any land which 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 rates, but if the current assessment relates to the Development Site and not just the Property then the vendor by virtue of this clause undertakes to pay the current assessment by the due instalment dates and shall also pay the separate assessment (if any) which subsequently issues for the current period (or part period up to Completion) in respect to the Property.

46. Agent

46.1 **Warranty by purchaser**

(a) The purchaser has dealt only with the agent(s) nominated in this contract.

(b) The purchaser warrants that it has not dealt with another real estate agent in relation to the Property in a way that may give rise to a Claim against the vendor for agent's commission or expenses in respect of the sale effected by this contract.

46.2 **Indemnity by purchaser**

(a) The purchaser indemnifies the vendor against any Claim arising out of a breach of the purchaser’s warranty contained in clause 46.1(b).

(b) This clause 46.2 does not merge on Completion.

47. Death, incapacity or insolvency

47.1 **Vendor's right to rescind**

The vendor may rescind this contract, if the purchaser is an individual who and where there is more than one, either purchaser:

(a) dies; or

(b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.

47.2 **Vendor's right to terminate**

(a) The vendor may terminate this contract if:

(i) the purchaser is an individual and is declared bankrupt or enters into any scheme with, or makes any assignment of this estate for the benefit of, the purchaser's creditors;

(ii) if the purchaser is a company, which:

(A) resolves to go into liquidation;

(B) has a petition for its winding-up presented and not withdrawn within 30 days of presentation;

(C) enters into a scheme of arrangement with its creditors under the Corporations *Act 2001* or similar legislation; or

(D) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

(b) If anything in clause 47.2(a) occurs, then the purchaser has failed to comply with an essential provision of this contract.

47.3 **Vendor's rights not affected**

The vendor may rescind or terminate this contract under this clause 47, without affecting any of its other rights.

48. Entries or notations on folios of register

48.1 **Notations on title**

The purchaser is aware that entries or notations in or substantially in the form set out in Part 1 of Schedule 5 together with other entries or notations are or may be on the folio of the register for the Property.

48.2 **No Objection by purchaser**

The purchaser may not make any Objection because of the matters specified in clause 48.1 or of any departure on the terms of the documents giving rise to the entries or notations specified in Schedule 5.

49. Personal Property Securities Act 2009 (PPSA)

The vendor discloses and the purchaser acknowledges and agrees that on Completion the vendor may be subject to charge(s) or notifications under the Personal Property Securities Act 2009. The purchaser cannot require the vendor to take any action in relation to such charge or notification.

50. Guarantee and indemnity

(a) The Guarantor gives the guarantee and indemnity in Schedule 6.

(b) If the purchaser is a company which is not listed on the Australian Stock Exchange, then the purchaser must procure that the directors of that company give the guarantee and indemnity in Schedule 6.

51. Caveat by purchaser

51.1 Purchaser prohibited to lodging caveat

Subject to clause 51.2 the purchaser must not lodge a caveat on any folio of the certificate of title for the Development Site.

51.2 Purchaser may lodge a caveat after registration of the Documents

(a) The purchaser may lodge a caveat on the folio of the register for the Property after the issue of the certificate of title for the Property.

(b) If a caveat is lodged by or on behalf of the purchaser in accordance with clause 51.2(a), any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio of the register for the Property, the purchaser must Complete this contract despite the caveat.

52. Requisitions on title

The purchaser is not permitted to make or submit any requisition on title.

53. Resale

53.1 Vendor's consent to resell

Subject to clause 53.2, the purchaser warrants to the vendor that it will not without the vendor's prior written consent (such consent to be withheld at the vendor's sole discretion):

(a) advertise or offer to sell or otherwise dispose of its interest or any part of its interest in the Property; or

(b) enter into, or purport to enter into, any contract, deed or agreement to sell or otherwise dispose of its interest or any part of its interest in the Property (whether by way of contract for sale, call option, put option, put and call option or any other arrangement);

to any other person before Completion of this contract.

53.2 **Conditions of consent**

(a) If the vendor gives consent for the purchaser to advertise or offer to sell the Property or enter into or purport to enter into, any contract, deed or agreement to sell the Property (whether by way of contract for sale, call option, put option, put and call option or any other arrangement) to sell or otherwise dispose of its interest or any part of its interest in the Property, the following conditions apply:

(i) any advertising or marketing material intended to be used for the sale of the Property by the purchaser must be in accordance with the standard, quality and look of the advertising and marketing material used by the vendor for the sale of other lots in the Development;

(ii) copies of the proposed advertising and marketing material to be used by the purchaser must first submitted to the vendor for the vendor's prior written approval;

(iii) the purchaser will not use any advertising or marketing material for the sale of the Property which has been used by the vendor for the sale of other lots in the Development;

(iv) no signage will be placed on the Property by the purchaser or its agent(s) or anyone on behalf of the purchaser; and

(v) the advertising, marketing and/or sale of the Property must not or not be likely to detrimentally affect the vendor’s sale of other lots in the Development or for the vendor to obtain any finance for the Development.

53.3 If the purchaser does not comply with clauses 53.1 and/or clause 53.2 (as the case may be), the vendor may sue the purchaser for damages or exercise its rights under clause 9 of this contract.

54. Assignment by Vendor to Third Party Vendor

54.1 **Vendor permitted to transfer to Third Party Vendor**

The purchaser acknowledges and agrees that the vendor may transfer the Property or the Development Site to a Third Party Vendor prior to Completion.

54.2 **If vendor transfers to Third Party Vendor**

(a) If the vendor transfers the Property or the Development Site to a Third Party Vendor, the vendor must give to the purchaser written notice to that effect, such notice to include the name of the Third Party Vendor.

(b) If the vendor gives to the purchaser a notice in accordance with clause 54.2(a):

(i) the purchaser agrees to the transfer of the Property or the Development Site to the Third Party Vendor in accordance with this clause 54.2;

(ii) the purchaser agrees to the vendor novating the vendor's rights and obligations under this contract to the Third Party Vendor; and

(iii) the purchaser must accept on Completion a transfer of the Property in registrable form duly executed by the Third Party Vendor.

(c) If required by the vendor, the purchaser must enter into a deed of novation to novate the vendor's rights and obligations under this contract from the vendor to the Third Party Vendor in accordance with the following provisions:

(i) the vendor must, at its Cost (up to $200.00 plus GST), prepare the deed of novation;

(ii) the vendor and the purchaser must sign the deed of novation within 5 business days from the date the deed of novation is issued by the vendor; and

(iii) the deed of novation must contain a provision releasing the vendor from all of the vendor's obligations under this contract.

55. Foreign Resident Capital Gains Withholding

55.1 **Definitions and interpretation**

In this special condition 55:

(a) words defined or used in Subdivision 14-D of Schedule 1 in the Tax Act have the same meaning in this clause 65 unless the context otherwise requires;

(b) a reference to a section of the Tax Act is a reference to a section of Schedule 1 in the Act unless otherwise expressed;

(c) **Clearance Certificate** means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Tax Act;

(d) **Commissioner** means the Commissioner of Taxation;

(e) **Representative** means a registered legal practitioner or conveyancer (as the case may be); and

(f) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Tax Act or an amount varied under section 14-235 of the Tax Act.

55.2 **Application**

This clause 55 applies if the Purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Tax Act.

55.3 **Vendor's obligation**

The vendor must provide the purchaser with the following items:

(a) all necessary information that the purchaser requires in order to comply with the purchaser's obligation to pay the Withholding Amount under section 14-200 of the Tax Act. This information must be provided to the purchaser within 5 business days after receiving a request from the purchaser. For this purpose, the vendor warrants that the information the vendor provides is true and correct; and

(b) any Clearance Certificate or document evidencing a variation of the Withholding Amount in accordance with section 14-235(2) of the Tax Act before Completion.

55.4 **Withholding amount**

(a) If the vendor fails to provide a Clearance Certificate to the purchaser before Completion, the purchaser is irrevocably authorised to deduct the Withholding Amount from the balance of the price payable to the vendor at Completion (**Balance Payable**).

(b) If the Balance Payable at Completion is less than the Withholding Amount, the vendor must pay the difference to the purchaser at Completion.

55.5 **Purchaser's obligations**

(a) The purchaser must:

(i) engage a Representative to conduct all the legal aspects of Completion, including the performance of the purchaser's obligations in this clause 55; and

(ii) as soon as reasonably practicable after Completion, procure its Representative to:

(A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control or direction of the Representative in accordance with this clause 55; and

(B) promptly provide the vendor with proof of payment; and

(C) otherwise comply, or ensure compliance, with this clause 55,

despite:

(D) any contrary instructions, other than from both the purchaser and the vendor in writing; and

(E) any other provision in this contract to the contrary.

(b) The Representative will be taken to have complied with its obligations in special clause 55.5(a) if in the case of Completion being conducted through the electronic conveyancing system:

(i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this contract.

55.6 **Penalties**

The purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the vendor failing to pay the purchaser the amount of any difference as required under clause 55.5.

56. GST - General

56.1 The price includes GST.

56.2 The vendor and purchaser agree to utilise the margin scheme in paying GST in respect of the taxable supply under this contract.

56.3 The vendor acknowledges and undertakes to the purchaser that the vendor must pay all GST which becomes payable in respect of any taxable supply (as defined in the GST Act).

56.4 The purchaser agrees that:

(a) the purchaser will not be entitled to claim an input tax credit in respect of the GST payable by the vendor; and

(b) the vendor is not required to give the purchaser a tax invoice.

56.5 Subject to any requirement under the GST Act, the purchaser agrees the vendor is not liable to disclose the basis upon which it calculates its GST liability on this sale.

56.6 The purchaser acknowledges that changes may be made to the GST Act to alter the manner in which the GST payable in respect of the price is paid under this contract and the purchaser agrees to comply with all reasonable directions of the vendor in respect of

that payment in accordance with the GST Act provided that the price is not increased as a result of that compliance.

57. GST Withholding

57.1 Interpretation

In this clause 57, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

57.2 Vendor's Notice

If the property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the vendor will, before Completion, provide a written notice to the purchaser stating:

(a) whether the purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the property; and

(b) if the purchaser is required to make a payment referred to in clause 57.2(a):

(i) the name and ABN of the supplier;

(ii) the GST Withholding Amount;

(iii) when the GST Withholding Amount is required to be paid;

(iv) where some or all of the consideration for the supply of the property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and

(v) any other information required by law.

57.3 Withholding

(a) This clause 57.3 applies if the purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this contract.

(b) The vendor irrevocably directs the purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (**GST Cheque**) and:

(i) the purchaser must provide the GST Cheque to the vendor on or before Completion; and

(ii) on Completion, or within such further period as may be allowed by the Commissioner, the vendor must give the GST Cheque to the Commissioner.

(c) If Completion is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the vendor

and the purchaser will be taken to have complied with clause 57.3(b) if the electronic settlement schedule within the electronic workspace used for Completion specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

57.4 **No Effect on Other Terms**

Except as expressly set out in this clause 57, the rights and obligations of the parties under this contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the property.

57.5 **Other Information**

If the property qualifies as potential residential land and:

(a) the purchaser is registered (within the meaning of the GST Act); and

(b) the purchaser acquires the property for a creditable purpose,

then the purchaser must give written evidence to the vendor of these matters, no later than 10 Business Days before the Date of Completion.

58. Stamp duty

58.1 **Payment of stamp duty**

The purchaser must pay all stamp duty, including but not limited to:

(a) fines and penalties relating to this contract;

(b) an instrument entered into under this contract; and

(c) a transaction evidenced by this contract.

58.2 **Indemnity by purchaser**

The purchaser indemnifies on demand the vendor against a liability for stamp duty.

59. Development Site

59.1 **Development of Development Site**

(a) The vendor makes no representations nor gives any warranties (whether expressed or implied) in relation to the future development of the Development Site or the Adjacent Land. The purchaser acknowledges that any statements, representations or other information made or provided by the vendor or a representative of the vendor in relation to the proposed future development of the Development Site or the Adjacent Land:

(i) represent the vendor's current vision for the development of the Development Site and are subject to change; and

(ii) are not promises or representations that particular land will be developed at a particular time, or for a particular use, or will be developed at all.

(b) The purchaser represents to the vendor that in entering into this contract and purchasing the Property, it has not relied on any statements, representations or other information made or provided by the vendor or the representatives of the vendor in relation to the proposed future development of the Development Site or the Adjacent Land in deciding to enter into this contract and acknowledges that the future development of the Development Site or the Adjacent Land is within the absolute discretion of the vendor.

59.2 **Development of adjacent land**

(a) The purchaser must not prevent or take action to prevent the following:

(i) the vendor carrying on or not carrying on development of other land in the Adjacent Land; and

(ii) the vendor seeking any approval or consent for development of the Adjacent Land,

provided the vendor is complying with all laws relating to the development of the Adjacent Land.

(b) The obligations of the purchaser under this clause 59.2 extend to third parties acting on behalf, or at the direction of the purchaser.

59.3 **Minimise interference**

If the vendor carries out any works on any Adjacent Land the vendor must cause as little inconvenience to the Purchaser as is reasonably practicable in the circumstances.

59.4 **No objection**

Subject to the provisions of this contract the purchaser must not Object to the vendor's development of the Development Site or to any of the matters raised in this clause 59.

60. Entire agreement

60.1 This contract constitutes the entire agreement of the parties about the sale of the Property.

60.2 This contract supersedes all previous agreements, understandings and negotiations on the sale of the Property.

60.3 This contract may be amended or varied by written memorandum signed by both the vendor and purchaser.

61. Certain provisions apply after Completion

The provisions of this contract that are on their terms intended to have application after Completion continue to apply despite Completion.

62. Exercise of certain rights to rescind

If a right to rescind given by a clause in this contract is not exercised within the period specified for its exercise it may not be exercised.

63. Governing law, jurisdiction and service of process

63.1 This contract is governed by the law enforced in New South Wales.

63.2 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, without limitation, by claiming that the action has been brought in an inconvenient forum and that both courts do not have jurisdiction.

63.3 Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.

64. Part IV Conveyancing Act 1919

64.1 The purchaser acknowledges the specific disclosure by the vendor in the Certificate of the environmental planning instrument affecting the property and that the purchaser has or is taken to have inspected those instruments and is aware of all restrictions and prohibitions on development of the land to which those instruments relate.

64.2 Where the information, express or implied, contained in the Certificate is inconsistent with the Disclosures in this clause, the Disclosures in this clause prevail to the extent of the inconsistency.

64.3 The purchaser may not, subject to anything to the contrary in Part IV of the Act, make any Objection because of anything referred to in the Certificate.

64.4 If the purchaser makes any claim that this contract does not comply with the requirements of Part IV of the Act the purchaser bears the onus of establishing that this contract does not comply with the requirements.

65. Purchaser's Works

65.1 Payment of security bond

On Completion, the purchaser must give to the vendor a cheque payable to the vendor or such other entity requested by the vendor for the Compliance Bond (as defined in the Design Essentials).

65.2 Purchaser's Works

(a) The purchaser acknowledges and agrees that the purchaser must submit the Purchaser's Designs and Applications to the relevant Authority within a reasonable time from Completion.

(b) The purchaser acknowledges and agrees that the Purchaser's Designs and Application must accord with the provisions of this contract and to the extent applicable, the Design Essentials.

(c) The purchaser must obtain development consent in relation to the Purchaser's Works in accordance with the Purchaser's Designs and Application within twelve (12) months from Completion.

(d) The purchaser must only undertake the Purchaser's Works on the property in accordance with:

(i) any applicable laws;

(ii) the Purchaser's Designs and Applications approved by Council;

(iii) the Design Essentials; and

(iv) the provisions of this contract.

65.3 No representation or warranty by vendor

The purchaser acknowledges and agrees that no approval granted, or assistance or information provided, by the vendor or any representatives of the vendor in relation to the Purchaser's Designs and Applications will constitute a representation or warranty by the vendor or representatives of the vendor as to:

(a) the adequacy, suitability or fitness of the Purchaser's Designs and Applications; or

(b) that the relevant Authority (including a private certifier) will grant its approval,

and the purchaser acknowledges and agrees that it will not place any reliance on such approval, assistance or information provided by the vendor or the representatives of the vendor.

65.4 On-going maintenance

The purchaser must from Completion:

(a) keep any vegetation and landscaped areas well maintained;

(b) ensure any rubbish or refuse (including builder's waste) is kept in proper bins or skips which are not overloaded and are regularly serviced;

(c) ensure that materials, refuse, other goods or stockpiles of soil or other excavated materials have been adequately and aesthetically screened when viewed from any adjoining roads or access pathways; and

(d) ensure all buildings and other structures constructed on the property are maintained in a good state of repair both structurally and cosmetically.

65.5 **Charges**

The purchaser must pay any levies, charges, fees, taxes, duties, contributions or other imposts levied by any Authority in connection with the Purchaser's Works.

66. Design Essentials

(a) The purchaser agrees to be bound by the Design Essentials (including any addendums) as if they were repeated in this contract in full.

(b) The Design Essentials will remain in force until the earlier of:

(i) the date that is 36 months from the date of completion of the sale of the last lot in the Development Site (as determined by the vendor); or

(ii) the date that is 5 years from Completion.

(c) The expiry of the Design Essentials does not affect any breach by the purchaser of the Design Essentials prior to the expiry date under clause 66(b).

67. FIRB Approval

67.1 **Vendor does not have FIRB approval**

The Vendor does not have the Treasurer’s approval to sell up to 50% of the residential apartments in the Development Site to Foreign Persons.

67.2 **Warranty by purchaser**

(a) Subject to clause 67.2(b), the purchaser warrants to the vendor:

(i) it is not a Foreign Person; and

(ii) the Treasurer cannot prohibit and has not prohibited the transfer of the Property to the purchaser under the *Foreign Acquisitions and Takeovers Act* 1975.

(b) If the purchaser is a Foreign Person, on or before the contract date (or another date nominated by the vendor), the purchaser must:

(i) inform the vendor of that fact; and

(ii) make an application to the Treasurer for approval for the transfer of the Property to the purchaser under the *Foreign Acquisitions and Takeovers Act 1975* and to keep the vendor informed of the progress of the application.

(c) If the purchaser is unable to obtain the approval of the Treasurer within 28 days from the contract date, either party may rescind this contract and clause 19 will apply.

(d) The purchaser agrees its promise in clauses 67.2(b) or 67.2(c) (as applicable), is an essential term of this contract a breach of which will entitle the vendor to terminate this contract.

68. Electronic Completion

68.1 Electronic Completion

(a) The vendor and purchaser acknowledge and agree that this is an Electronic Completion which will be conducted in an Electronic Workspace created by the vendor.

(b) The vendor must create an Electronic Workspace in relation to this contract and invite the purchaser within a reasonable period prior to the Completion Date.

(c) As soon as reasonably practicable after accepting an invitation from the vendor to join the Electronic Workspace, the purchaser must invite the Purchaser's Financial Institution (if any) to join the Electronic Workspace.

68.2 Conduct of Parties

(a) Each party must:

(i) conduct the Electronic Settlement in accordance with the ECNL and the Participation Rules; and

(ii) do all things necessary to effect the Electronic Settlement in accordance with this contract.

(b) A party is not in default to the extent that it is prevented from or delayed in complying with an obligation because the other party, the other Party's Representative or the other Party's Financial Institution (if any) has failed to do anything that it is required to do in the Electronic Workspace.

(c) In the event that the purchaser changes its Representative, the purchaser must:

(i) ensure that the purchaser's Representative immediately withdraws from the Electronic Workspace;

(ii) provide the vendor with the contact details for the purchaser's replacement Representative; and

(d) ensure that the purchaser's replacement Representative joins the Electronic Workspace as soon as practicable after the original Representative withdraws from the Electronic Workspace.

(e) The vendor is not in default to the extent that it is prevented from or delayed in complying with an obligation as a result of a breach of clause 68.2(b) to (d).

68.3 **Completion Time**

(a) As soon as reasonably practicable after the vendor has created the Electronic Workspace, the vendor must nominate the Completion Time.

(b) If the parties cannot agree on the Completion Time, the Completion Time to deemed to be 12.00pm.

68.4 **Party must not terminate this contract**

A Party may not exercise any right under this contract or at law to terminate this contract during the period of time the Electronic Workspace is locked for Electronic Completion.

68.5 **Standard provisions**

In respect of an Electronic Completion:

(a) the purchaser is taken to have complied with clause 4.1 of the Standard Conditions by preparing and Digitally Signing an electronic transfer in the Electronic Workspace at least 7 days before the Completion Date;

(b) the vendor is taken to have complied with clause 16.1 of the Standard Conditions if, at settlement, the Electronic Workspace contains:

(i) the electronic transfer which has been Digitally Signed by the vendor; and

(ii) any other electronic document which is required to be provided by the vendor for the electronic lodgement of the transfer in the NSW Land Registry Services;

(c) clauses 16.5, 16.8, 16.11, 16.12 and 16.13 do not apply; and

(d) if there is any Access Device, the purchaser may collect the Access Device from the vendor or the Vendor's Representative (as applicable) after completion.

68.6 **Completion**

(a) The purchaser acknowledges and agrees that the vendor is not required to provide the purchaser with the original certificate of title for the property.

(b) Completion occurs when the Electronic Workspace records that Financial Completion has occurred.

(c) If completion does not occur at the Completion Time, the parties must do all things reasonably necessary to effect completion electronically on the same day or on the next business day.

(d) No party is in default under this contract, if completion does not occur at the Completion Time because a computer system operated by the NSW Land Registry Services, PEXA, the Office of State Revenue, the Reserve Bank of Australia or a Bank involved in the transaction is inoperative.

(e) In the event that the computer system operated by the NSW Land Registry Services is inoperative at the Completion Time, the parties agree to proceed to Financial Completion notwithstanding the unavailability of electronic lodgement with the NSW Land Registry Services.

(f) Each party must pay its own fees and charges in connection with the Electronic Completion including any fees and charges payable to PEXA or the NSW Land Registry Services.

68.7 **Inconsistency**

To the extent there is any inconsistency between this clause 68, the Standard Conditions and any other clause of this contract, this clause 68 prevails over the Standard Conditions and any other clause to the extent of the inconsistency.

68.8 **Definitions**

In this clause 68:

Access Device means:

(a) each key and security device which enables access to the property; and

(b) written details of each code which applies in respect to any security system applicable to or which enables access to the property.

Completion Time means the time of day on the Completion Date when the Electronic Completion is to occur, as nominated in accordance with clause 65.3 or otherwise agreed by the parties.

Conveyancing Transactions has the meaning given to it in the ECNL.

Digitally Sign has the meaning given to it in the ECNL.

ECNL means the Electronic Conveyancing National Law (NSW) as enacted in New South Wales by the *Electronic Conveyancing (Adoption of National Law) Act 2012* (NSW).

Electronic Completion means a settlement which is conducted using an ELN in accordance with the ECNL.

Electronic Workspace means a shared electronic workspace generated by the ELN.

ELN has the same meaning given to it in the ECNL.

Financial Institution means a financial institution as defined in section 3 of the *Cheques Act 1986* (Cth).

Financial Completion means the exchange of funds or value between the Financial Institutions in accordance with the instructions of the parties.

Participation Rules means the rules relating to the use of an ELN as determined by the registrar-general under the *Real Property Act 1900* (NSW) pursuant to section 23 of the ECNL.

PEXA means Property Exchange Australia Ltd, being an electronic lodgement network operator.

Purchaser's Financial Institution means the financial institution who is providing money to the purchaser to complete this contract.

Representative means a person who is either a legal practitioner or conveyancer and who has been appointed to act for a party in relation to transaction contemplated by this contract.

69. Expert Determiner

If a disagreement under this contract is referred to an Expert Determiner, then:

(a) the Expert Determiner acts as an expert and not as an arbitrator;

(b) the Expert Determiner's decision is final, conclusive and binding on the parties; and

(c) the costs of the determination are to be paid as the Expert Determiner decides but if the Expert Determiner does not make a decision about costs, then they are to be paid by the party against whom the Expert Determiner's decision is made or if there is no such party, by the parties equally.

Schedule 1 Vendor's Disclosures

1. **Development**

The vendor discloses the following about the Development and subdivision of the Development Site as at the contract date:

(a) the vendor, either alone or with others, proposes to carry out Development Activities on the Development Site and may do so in stages;

(b) the Development Site will be subdivided by the Plan of Subdivision;

(c) as at the contract date, the vendor intends to procure the registration of the Plan of Subdivision generally on the terms of the relevant Documents;

(d) the vendor does not warrant the accuracy or completeness of any document referred to in Schedule 4, that the Documents will be the same as the Disclosure Documents or that the Documents will not change;

(e) all measurements, lot number, easements, restrictions and other encumbrances (or lack thereof) as shown on the Documents are provisional only and are subject to the approval of the Council, any other relevant Authority or the Registrar General;

(f) the vendor may make such amendments, alterations, additions, modifications or deletions to the Documents and the Documents as deemed necessary or desirable to obtain the consent of the Council, any other relevant Authority;

(g) the number or configuration of the lots in the Plan of Subdivision as registered may vary from the number or configuration of lots as shown in the Draft Plan of Subdivision;

(h) easements, restrictions on use or positive covenants may be imposed or required by Council or any other relevant Authority which are not disclosed in this contract; and

(i) the Property number and/or address of the Property at Completion may be different from the address of the property referred to in this contract.

2. Service Providers

The vendor discloses:

(a) it may be necessary to make changes to the Documents attached to this contract to meet the requirements of Council, Service Providers or an Authority;

(b) arrangements with Service Providers for the provision of services to the Property may not have been concluded as at the contract date;

(c) the vendor may enter into arrangements with Service Providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits; and

(d) if a Service Provider requires one or more electrical substations to be established, the area of the electrical substations (of the size and location as required by Service Provider) may be dedicated, leased or encumbered by easement rights in favour of the Service Provider.

3. Fencing

The vendor discloses that the vendor is not providing fencing for the Property and is not required to contribute to the cost of fencing the Property, even though the vendor may own land adjoining the Property.

4. Services and utilities

The vendor discloses that:

(a) the vendor may lay pipes and other conduits for the provision of water, sewerage, drainage, gas, electricity and other services and such services may require the creation of easements, restrictions on the use of land and/or positive covenants being registered on the property;

(b) the purchaser takes the Property subject to the water, sewerage, drainage, gas, electricity and other installations of services (including such easements, restrictions on the use of land and positive covenants) existing on Completion (if applicable); and

(c) specifically, the purchaser cannot make any Objection:

(i) because any connection or supply passes through any other property;

(ii) because any connection or supply to any other property passes through the Property;

(iii) because any water or sewerage main or any underground or surface stormwater pipe passes through over or under the Property or any part of it; or

(iv) because any sewer manhole or vent is located on the Property or any part of it.

5. Effect of Disclosures

(a) In this Schedule 1, the vendor discloses some of the Disclosures. The Disclosures reflect the vendor's current proposals and concepts in relation to the Development. Unless otherwise provided in this contract, the Disclosures do not impose obligations on the vendor any obligation to effect those proposals and concepts and nor do the Disclosures restrict the vendor from varying those proposals and concepts.

(b) The purchaser acknowledges the Disclosures. The purchaser shall not be entitled to make any Objection because of any Disclosure in this Schedule 1 or elsewhere in this contract.

Schedule 2 Sunset Date (clause 39.2)

31 December 2024

Schedule 3 Rates (clause 45)

Item 1	Council Rates:	$2,200.00	per annum
Item 2	Sewerage and Water Rates	$400.00	per quarter
Item 3	Land tax	$2,200.00	per annum

Schedule 4 Disclosure Documents

Part 1

The following documents are attached:

1. Draft Plan of Subdivision.
2. Draft Section 88b Instrument.
3. Title search for the Development Site.
4. Deposited Plan for the Development Site.
5. Registered dealings.
6. Certificate pursuant to s10.7 of the *Environmental Planning and Assessment Act 1979* for the Development Site.
7. Sewerage diagram.
8. Sewer reference sheet.
9. Tax File Number Notification and FIRB Declaration.
10. Design Essentials.

Schedule 5 Entries or Notations on Folios of Register (clause 48)

Part 1

1. Reservations and conditions in the Crown Grants.

2. Interests recorded on folio of the Register of the Property

3. Easements (if any); Restrictions on Use (if any), Positive Covenants (if any), created by the documents contemplated to be registered by this contract, including the attached documents.

Schedule 6 Guarantee and Indemnity (clause 50)

1. The Guarantor must execute this contract.

2. The Guarantor enters this contract, and incurs obligations and gives rights under the guarantee and indemnity, for the valuable consideration of among other things, the vendor agreeing to enter this contract at the request of the Guarantor.

3. The covenants, guarantees and indemnities in this Schedule 6 are severable.

4. The Guarantor unconditionally and irrevocably guarantees to the vendor:

   (a) that the purchaser will pay to the vendor the balance of the price and every other amount that the purchaser must pay under this contract; and

   (b) the performance of the purchaser's obligations.

5. The Guarantor indemnifies the vendor against a Claim relating to the purchaser's breach, default or attempted breach or default of its obligations.

6. This guarantee and indemnity:

   (a) is a principal obligation;

   (b) is irrevocable and remains in full force and effect until discharged; and

   (c) binds the estates of each Guarantor.

7. The parties must not treat this guarantee and indemnity as ancillary or collateral to any other right or obligation.

8. The vendor may enforce this guarantee against the Guarantor without first exhausting a remedy that it may have against the purchaser.

9. The Guarantor must pay on demand any money due to the vendor that relates to the indemnity including but not limited to:

   (a) the balance of the price;

   (b) the adjustments due to the vendor on Completion; and

   (c) interest that the purchaser must pay to the vendor.

10. The Guarantor and the purchaser are jointly and severally liable to the vendor for:

    (a) the purchaser's observance and performance of its obligations; and

    (b) damage that the vendor, incurs as a result of any one or more of:

        (i) the purchaser's failure to observe and perform its obligations under this contract;

(ii) its default under this contract; and

(c) the vendor's termination of this contract.

11. The purchaser or the Guarantor must pay all money payable to the vendor and duly perform their several obligations before either may claim or receive the benefit of:

(a) a dividend or distribution of a person, liable jointly with the purchaser or the Guarantor, to the vendor;

(b) a payment out of the estate or assets of a person, liable jointly with the purchaser or the Guarantor, to the vendor; or

(c) a payment in the liquidation, winding up or bankruptcy of a person, liable jointly with the purchaser or the Guarantor, to the vendor.

12. Clause 11 of this Schedule applies equally if the person is liable under a security for money that the purchaser or the Guarantor must pay.

13. The purchaser or the Guarantor must pay all money payable to the vendor and perform their several obligations before either may prove in competition with the vendor:

(a) in an estate; or

(b) in relation to an asset in a liquidation, winding up or bankruptcy.

14. Clause 13 of this Schedule only applies if the amount that the vendor is entitled to is reduced as a result.

15. Upon the written request of the vendor, the Guarantor must pay to the vendor all expenses that the vendor in respect of the vendor's exercise or attempted exercise of a right of each of them under this Schedule 6.

16. The Guarantor’s obligations are not affected if:

(a) the vendor releases or enters into a composition with the purchaser;

(b) a payment made to the vendor is later avoided; or

(c) the vendor assigns or transfers the benefit of this contract.

17. If the vendor assigns or transfers the benefit of this contract, then the assignee receives the benefit of the Guarantor’s covenants, agreements, guarantees and indemnities.

18. The obligations of the Guarantor under this Schedule 6 are not released, discharged or otherwise affected by:

(a) failure by one or more Guarantors to execute this guarantee and indemnity, validly or otherwise;

(b) the grant of time, waiver, covenant not to sue or other indulgence;

(c) the release, including but not limited to a release as part of a novation, or discharge of a person;

(d) an arrangement, composition or compromise that a person enters into;

(e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;

(f) a variation of this contract including, but not limited to a variation in the date of Completion;

(g) a moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor in any way;

(h) payment to the vendor including but not limited to a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;

(i) the purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up; or

(j) a person being appointed in respect of the purchaser or any of its assets or undertakings, including but not limited to a receiver or manager or both, or a liquidator, or administrator.

Signed, sealed and delivered by
in the presence of:

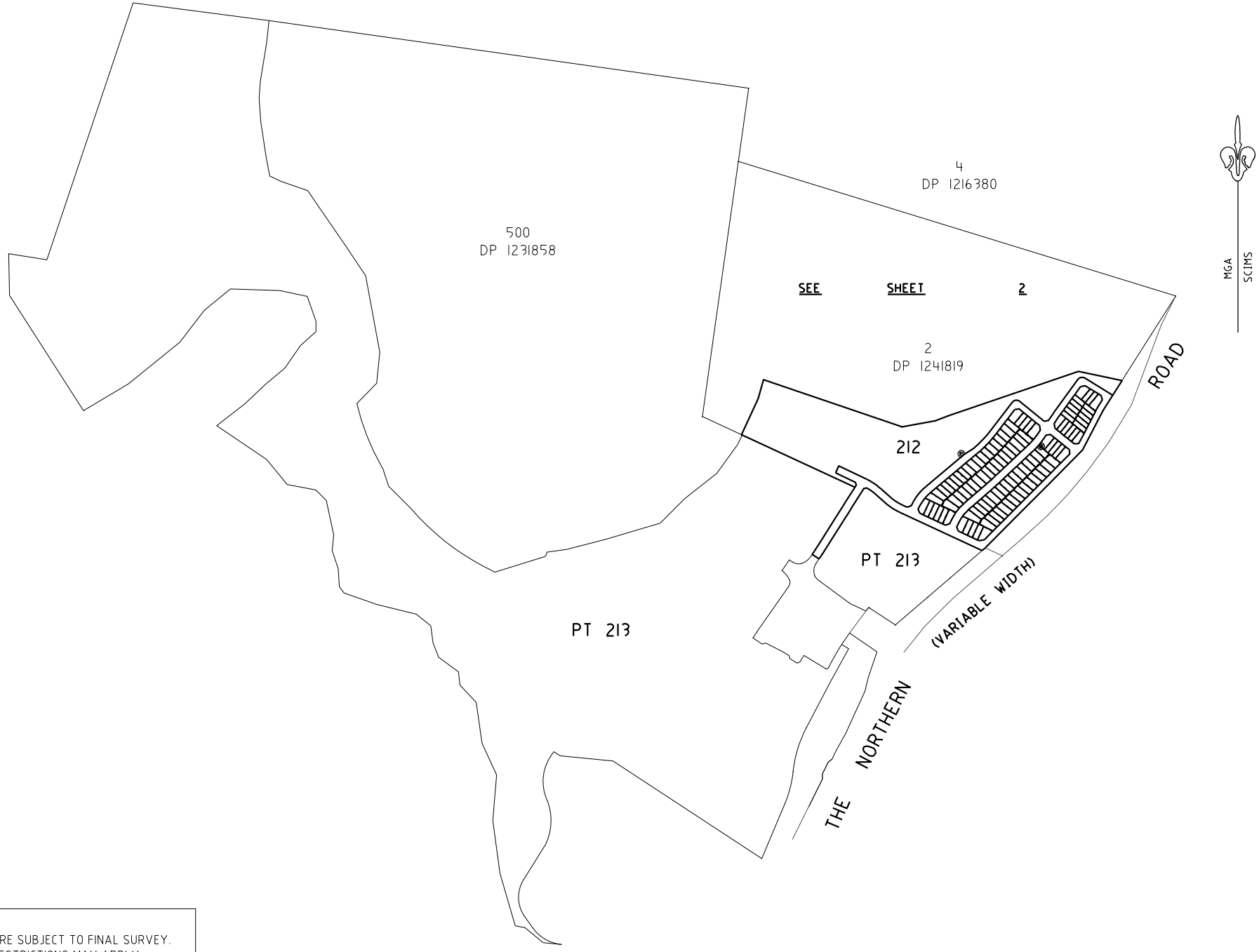
Signature of witness	Signature of
Full name of witness (print)	
Address of witness (print)	

Signed, sealed and delivered by
in the presence of:

Signature of witness	Signature of
Full name of witness (print)	
Address of witness (print)	

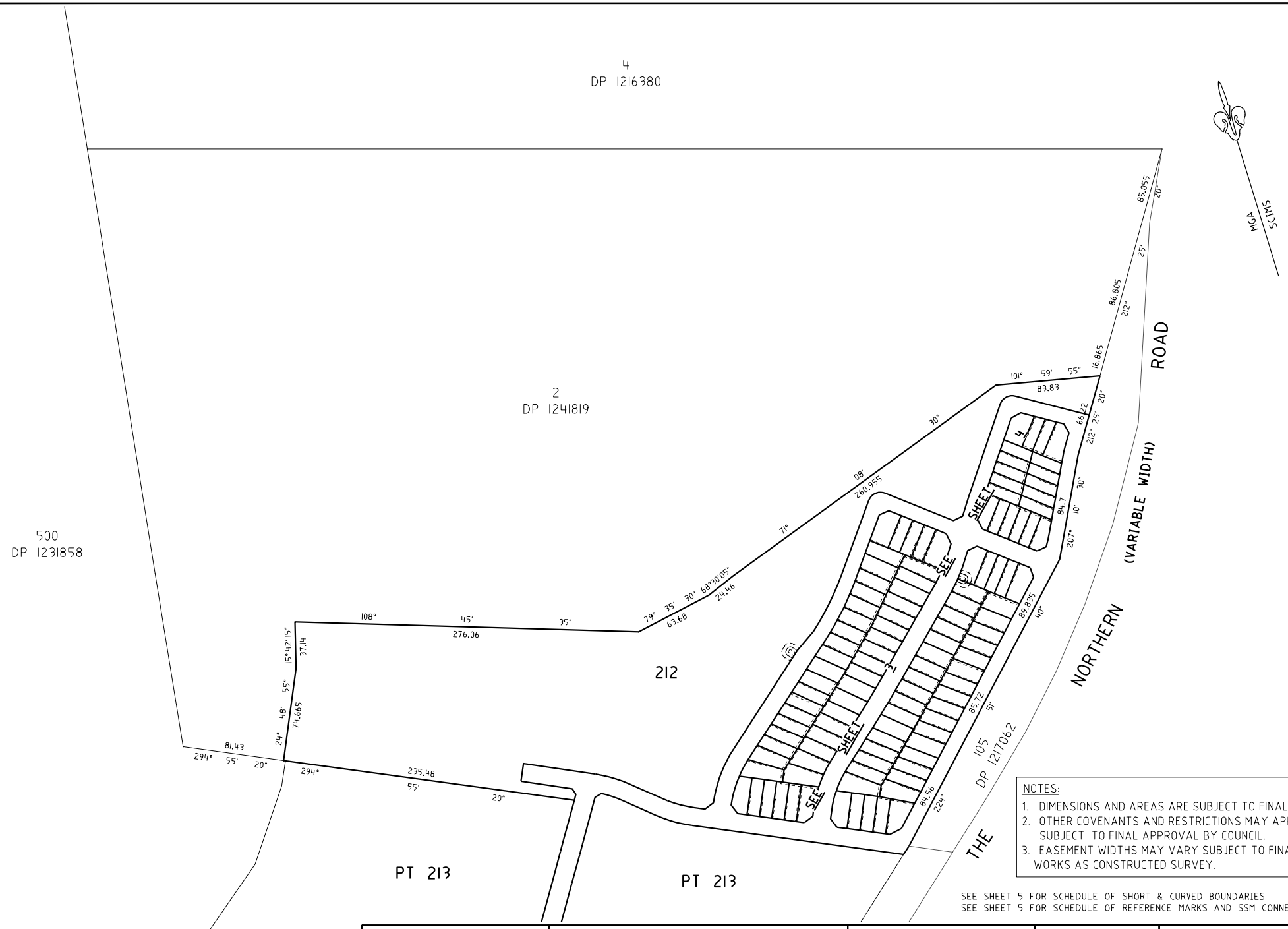
Schedule 7 Index of Attachments

1. Draft Plan of Subdivision.
2. Draft Section 88b Instrument.
3. Title search for the Development Site.
4. Deposited Plans for the Development Site.
5. Registered dealings.
6. Certificates pursuant to s10.7 of the *Environmental Planning and Assessment Act 1979* for the Development Site.
7. Sewerage diagrams
8. Sewer reference sheets.
9. Tax File Number Notification and FIRB Declaration.
10. Design Essentials.



NOTES:
1. DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY.
2. OTHER COVENANTS AND RESTRICTIONS MAY APPLY SUBJECT TO FINAL APPROVAL BY COUNCIL.
3. EASEMENT WIDTHS MAY VARY SUBJECT TO FINAL WORKS AS CONSTRUCTED SURVEY.

SURVEYOR Name: JEFFREY SANDERSON CALIBRE CONSULTING (NSW) P/L T: (02) 8808 5000 Date of Survey: / /20 Reference: 18-000074-STG1 LPI File Ref:	PLAN OF SUBDIVISION OF LOT 501 IN DP 1231858 AND LOT 1 IN DP 1241819	L.G.A.: CAMDEN Locality: COBBITTY Reduction Ratio: 1:5000 Lengths are in metres	Registered DRAFT	DP 1259962



NOTES:
1. DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY.
2. OTHER COVENANTS AND RESTRICTIONS MAY APPLY SUBJECT TO FINAL APPROVAL BY COUNCIL.
3. EASEMENT WIDTHS MAY VARY SUBJECT TO FINAL WORKS AS CONSTRUCTED SURVEY.

SEE SHEET 5 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 5 FOR SCHEDULE OF REFERENCE MARKS AND SSM CONNECTIONS

SURVEYOR Name: JEFFREY SANDERSON CALIBRE CONSULTING (NSW) P/L T: (02) 8808 5000 Date of Survey: / /20 Reference: 18-000074-STG1 LPI File Ref:	PLAN OF SUBDIVISION OF LOT 501 IN DP 1231858 AND LOT 1 IN DP 1241819	L.G.A.: CAMDEN Locality: COBBITTY Reduction Ratio: 1:2000 Lengths are in metres	Registered DRAFT	DP 1259962



NOTES:

1. DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY.
2. OTHER COVENANTS AND RESTRICTIONS MAY APPLY SUBJECT TO FINAL APPROVAL BY COUNCIL.
3. EASEMENT WIDTHS MAY VARY SUBJECT TO FINAL WORKS AS CONSTRUCTED SURVEY.

(A) EASEMENT FOR ACCESS MAINTENANCE AND CONSTRUCTION 0.9 WIDE
(C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(D) EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT)
(P) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(R) RESTRICTION ON USE OF LAND
(S) RESTRICTION ON USE OF LAND
(U) RESTRICTION ON THE USE OF LAND 0.9 WIDE
(V) POSITIVE COVENANT 0.9 WIDE
(OD) EASEMENT FOR ONSITE DETENTION (ENTIRE LOT)
(WQ) EASEMENT FOR WATER QUALITY (ENTIRE LOT)

SEE SHEET 5 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 5 FOR SCHEDULE OF REFERENCE MARKS AND SSM CONNECTIONS

SURVEYOR Name: JEFFREY SANDERSON CALIBRE CONSULTING (NSW) P/L T: (02) 8808 5000 Date of Survey: / /20 Reference: 18-000074-STG1 LPI File Ref:	PLAN OF SUBDIVISION OF LOT 501 IN DP 1231858 AND LOT 1 IN DP 1241819	L.G.A.: CAMDEN Locality: COBBITTY Reduction Ratio: 1:500 Lengths are in metres	Registered DRAFT	DP 1259962



NOTES:

1. DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY.
2. OTHER COVENANTS AND RESTRICTIONS MAY APPLY SUBJECT TO FINAL APPROVAL BY COUNCIL.
3. EASEMENT WIDTHS MAY VARY SUBJECT TO FINAL WORKS AS CONSTRUCTED SURVEY.

SEE SHEET 5 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 5 FOR SCHEDULE OF REFERENCE MARKS AND SSM CONNECTIONS

SURVEYOR Name: JEFFREY SANDERSON CALIBRE CONSULTING (NSW) P/L T: (02) 8808 5000 Date of Survey: / /20 Reference: 18-000074-STG1 LPI File Ref:	PLAN OF SUBDIVISION OF LOT 501 IN DP 1231858 AND LOT 1 IN DP 1241819	L.G.A.: CAMDEN Locality: COBBITTY Reduction Ratio: 1:500 Lengths are in metres	Registered DRAFT	DP 1259962

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	209°47'55"	9.815	9.82	107.2
2	209°59'50"	10.615	10.62	107.8
3	35°04'20"	2.87	2.87	92.8
4	37°33'10"	15.525	15.535	132.2
5	30°31'40"	16.165	16.19	82.8
6	41°58'45"	16.88	16.905	82.8
7	48°26'40"	1.78	1.78	82.8
8	48°39'55"	5.595	5.595	407.05
9	47°31'25"	10.645	10.645	407.05
10	46°16'35"	2.3	2.3	132.2
11	43°20'55"	11.21	11.21	132.2
12	37°18'50"	0.345	0.345	237.2
13	217°10'40"	12.295	12.305	117.8
14	222°59'45"	11.615	11.62	117.8
15	226°17'50"	1.96	1.96	117.8
16	227°10'50"	5.57	5.57	392.65
17	228°19'20"	10.095	10.1	392.65
18	228°31'05"	1.84	1.84	97.2
19	224°42'40"	11.07	11.075	97.2
20	218°15'15"	10.845	10.85	97.2
21	209°59'05"	17.155	17.175	97.2
22	32°41'	24.225	24.295	92.8
23	44°49'25"	15.015	15.03	92.8
24	49°45'	0.925	0.925	92.8
25	49°13'25"	6.715	6.715	237.2
26	47°02'15"	11.39	11.39	237.2
27	44°15'10"	11.66	11.66	237.2
28	41°27'50"	11.43	11.43	237.2
29	38°43'10"	11.295	11.3	237.2
30	117°30'15"	1.5		
31	48°27'15"	5.95		
32	48°27'15"	4.05		
33	46°57'45"	6.325		
34	40°19'20"	2.75	2.75	32.2
35	39°13'40"	2.3	2.3	32.2
36	174°04'55"	4.245	4.71	3
37	264°04'55"	4.245	4.71	3
38	41°25'00"	2.3	2.3	132.2
39	38°08'40"	2.7	2.7	132.2
40	174°04'55"	7.07	7.855	5
41	264°04'55"	7.07	7.855	5
42	42°30'10"	2.705	2.705	132.2
43	5°02'00"	4.245	4.71	3
44	95°02'00"	4.245	4.71	3
45	5°02'00"	7.07	7.855	5
46	95°02'00"	7.07	7.855	5

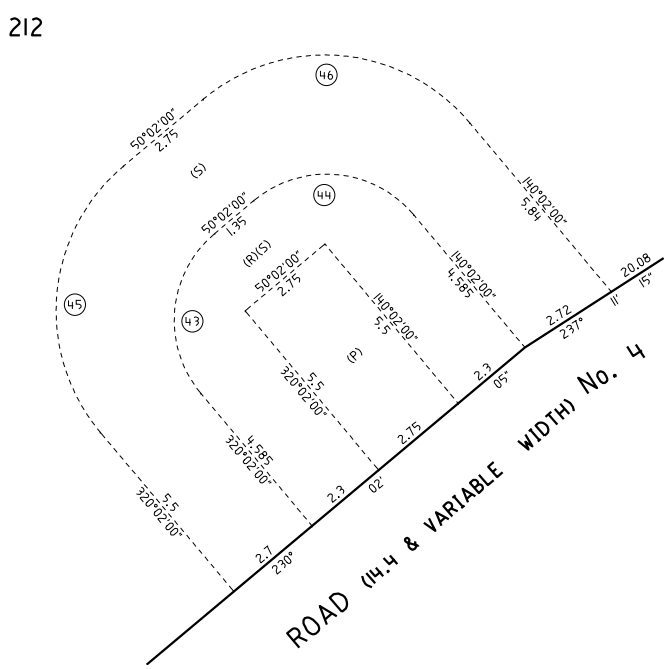


DIAGRAM 1
NTS

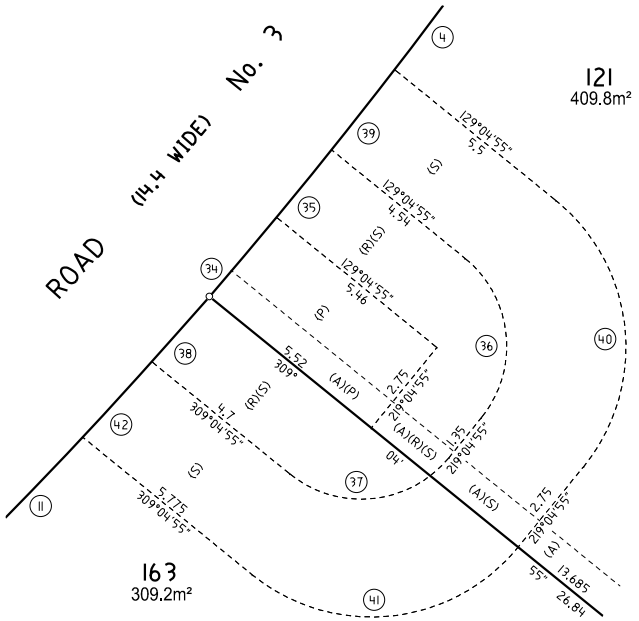


DIAGRAM 2
NTS

(A) EASEMENT FOR ACCESS MAINTENANCE AND CONSTRUCTION 0.9 WIDE
(P) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(R) RESTRICTION ON THE USE OF LAND
(S) RESTRICTION ON THE USE OF LAND

NOTES:
1. DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY.
2. OTHER COVENANTS AND RESTRICTIONS MAY APPLY SUBJECT TO FINAL APPROVAL BY COUNCIL.
3. EASEMENT WIDTHS MAY VARY SUBJECT TO FINAL WORKS AS CONSTRUCTED SURVEY.

SURVEYOR Name: JEFFREY SANDERSON CALIBRE CONSULTING (NSW) P/L T: (02) 8808 5000 Date of Survey: / /20 Reference: 18-000074-STG1 LPI File Ref:	PLAN OF SUBDIVISION OF LOT 501 IN DP 1231858 AND LOT 1 IN DP 1241819	L.G.A.: CAMDEN Locality: COBBITTY Reduction Ratio: Lengths are in metres	Registered DRAFT	DP 1259962

PLAN FORM 6 (2019)	**DEPOSITED PLAN ADMINISTRATION SHEET**	Sheet 1 of 9 sheet(s)

Office Use Only

Registered:

Title System: TORRENS

Office Use Only

DP 1259962

PLAN OF SUBDIVISION OF
LOT 501 IN DP 1231858 AND
LOT 1 IN DP 1241819

LGA: CAMDEN

Locality: COBBITTY

Parish: COOK

County: CUMBERLAND

Survey Certificate

I, JEFFREY SANDERSON
of CALIBRE CONSULTING (NSW) P/L,
L2, 2 BURBANK PLACE, NORWEST BUSINESS PARK
NORWEST, NSW 2153. ph: 02 8808 5000
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on ....., or

*(b) The part of the land shown in the plan (*being/*excluding **.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on,…….. the part not surveyed was compiled in accordance with that Regulation, or

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line: .....'A' – 'B' .....

Type: *Urban/*Rural

The terrain is *Level-Undulating / *Steep-Mountainous.

Signature: ..... Dated: .....

Surveyor Identification No: 1208
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...
*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: CAMDEN COUNCIL

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 1241819, DP 1231858

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE

TO THE PUBLIC AS PUBLIC ROAD.

Surveyor's Reference: 18-000074-STG1

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF
LOT 501 IN DP 1231858 AND
LOT 1 IN DP 1241819

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

1. EASEMENT FOR ACCESS MAINTENANCE AND CONSTRUCTION 0.9 WIDE (A)
2. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (C)
3. RESTRICTION ON THE USE OF LAND 0.9 WIDE (U)
4. POSITIVE COVENANT 0.9 WIDE (V)
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (P)
6. RESTRICTION ON THE USE OF LAND (R)
7. RESTRICTION ON THE USE OF LAND (S)
8. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (E)
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND (OD)
13. POSITIVE COVENANT (WQ)

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

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE AK629507)

SCHEDULE OF STREET ADDRESSES

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-STG1

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF
LOT 501 IN DP 1231858 AND
LOT 1 IN DP 1241819

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

LOT NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
101				COBBITTY
102				COBBITTY
103				COBBITTY
104				COBBITTY
105				COBBITTY
106				COBBITTY
107				COBBITTY
108				COBBITTY
109				COBBITTY
110				COBBITTY
111				COBBITTY
112				COBBITTY
113				COBBITTY
114				COBBITTY
115				COBBITTY
116				COBBITTY
117				COBBITTY
118				COBBITTY
119				COBBITTY
120				COBBITTY
121				COBBITTY
122				COBBITTY
123				COBBITTY
124				COBBITTY
125				COBBITTY
126				COBBITTY

SCHEDULE OF STREET ADDRESSES

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-STG1

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF
LOT 501 IN DP 1231858 AND
LOT 1 IN DP 1241819

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

LOT NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
127				COBBITTY
128				COBBITTY
129				COBBITTY
130				COBBITTY
131				COBBITTY
132				COBBITTY
133				COBBITTY
134				COBBITTY
135				COBBITTY
136				COBBITTY
137				COBBITTY
138				COBBITTY
139				COBBITTY
140				COBBITTY
141				COBBITTY
142				COBBITTY
143				COBBITTY
144				COBBITTY
145				COBBITTY
146				COBBITTY
147				COBBITTY
148				COBBITTY
149				COBBITTY
150				COBBITTY
151				COBBITTY
152				COBBITTY

SCHEDULE OF STREET ADDRESSES

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-STG1

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF
LOT 501 IN DP 1231858 AND
LOT 1 IN DP 1241819

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

LOT NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
153				COBBITTY
154				COBBITTY
155				COBBITTY
156				COBBITTY
157				COBBITTY
158				COBBITTY
159				COBBITTY
160				COBBITTY
161				COBBITTY
162				COBBITTY
163				COBBITTY
164				COBBITTY
165				COBBITTY
166				COBBITTY
167				COBBITTY
168				COBBITTY
169				COBBITTY
170				COBBITTY
171				COBBITTY
172				COBBITTY
173				COBBITTY
174				COBBITTY
175				COBBITTY
176				COBBITTY
177				COBBITTY
178				COBBITTY

SCHEDULE OF STREET ADDRESSES

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-STG1

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF
LOT 501 IN DP 1231858 AND
LOT 1 IN DP 1241819

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

LOT NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
179				COBBITTY
180				COBBITTY
181				COBBITTY
182				COBBITTY
183				COBBITTY
184				COBBITTY
185				COBBITTY
186				COBBITTY
187				COBBITTY
188				COBBITTY
189				COBBITTY
190				COBBITTY
191				COBBITTY
192				COBBITTY
193				COBBITTY
194				COBBITTY
195				COBBITTY
196				COBBITTY
197				COBBITTY
198				COBBITTY
199				COBBITTY
200				COBBITTY
201				COBBITTY
202				COBBITTY
203				COBBITTY
204				COBBITTY

SCHEDULE OF STREET ADDRESSES

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-STG1

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF
LOT 501 IN DP 1231858 AND
LOT 1 IN DP 1241819

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

LOT NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
205				COBBITTY
206				COBBITTY
207				COBBITTY
208				COBBITTY
209				COBBITTY
210				COBBITTY
211				COBBITTY
212				COBBITTY
213				COBBITTY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-STG1

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 8 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF
LOT 501 IN DP 1231858 AND
LOT 1 IN DP 1241819

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

Executed by:

621Z NORTHERN ROAD PTY LTD. (ABN: 50 623 913 404)

…… ……..

Director **Director**

Name: **BO GONG** Name: **CHAOHUI ZHU**

Executed by:

621B NORTHERN ROAD PTY LTD. (ACN: 623 913 780)

…… ……..

Director **Director**

Name: **BO GONG** Name: **CHAOHUI ZHU**

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-STG1

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 9 of 9 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF
LOT 501 IN DP 1231858 AND
LOT 1 IN DP 1241819

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

Executed by:

COBBITTY 1 PTY LTD. (ACN: 625 511 953)

…… ……..

Director/Secretary **Director**

Name: Name:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-STG1

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 of the Conveyancing Act 1919.

LENGTHS ARE IN METRES

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

Full name and address of the owner of the land:

Lot 501 in DP 1231858
COBBITTY 1 PTY LTD (ACN: 625 511 953)
PO BOX 233
EPPING NSW 1710

Lot 1 in DP 1241819
621Z NORTHERN ROAD PTY LTD (ABN: 50 623 913 404) AND
621B NORTHERN ROAD PTY LTD (ACN: 623 913 780
PO BOX 233
EPPING NSW 1710

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Access, Maintenance and Construction 0.9 wide (A)	101 103 104 105 106 107 108 109 110 111 112 113 114 115	120 102 103 104 105 106 and 108 106 and 109 110 111 112 and 113 113 114 115 116

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

PART 1 (Creation)
(Continued)

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. (Cont.)	Easement for Access, Maintenance and Construction 0.9 wide (A) (Cont.)	116	117
		119	118
		120	119
		121	163
		122	121 and 163
		123	122
		124	123
		125	124
		127	128
		128	129
		129	130
		131	132
		132	133
		133	134
		134	135
		135	136
		136	137
		139	138
		140	139
		141	140
		142	143
		143	144
		144	145
		145	146
		147	148
		148	149
		149	150
		150	151

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

PART 1 (Creation)
(Continued)

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. (Cont.)	Easement for Access, Maintenance and Construction 0.9 wide (A) (Cont.)	154	153
		155	154
		156	155
		157	156
		158	157
		160	159
		161	160
		162	161
		163	162
		164	211
		165	164 and 211
		166	165
		167	166
		168	167
		169	170
		171	172
		172	173
		173	174
		174	175
		175	176
		176	177
		177	178
		182	181
		183	182
		184	183
		185	184
		186	185
		187	188
		188	189
		189	190

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

PART 1 (Creation)
(Continued)

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. (Cont.)	Easement for Access, Maintenance and Construction 0.9 wide (A) (Cont.)	190 191 193 194 195 196 197 198 199 200 204 205 206 207 208 209 210	191 192 194 195 196 197 198 199 200 201 203 204 205 206 207 208 209
2.	Easement for Drainage of Water 1.5 wide (C)	101 120 119 107 108 109 110 113 114 115 116	118 – 120 inclusive 118 and 119 118 113 – 117 inclusive 113 – 117 inclusive 113 – 117 inclusive 113 – 117 inclusive 114 – 117 inclusive 115 – 117 inclusive 116 and 117 117

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

PART 1 (Creation)
(Continued)

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:
2. (Cont.)	Easement for Drainage of Water 1.5 wide (C) (Cont.)	126	159 – 163 inclusive
		163	159 – 162 inclusive
		162	159 – 161 inclusive
		161	159 and 160
		160	159
		131	153 – 158 inclusive
		158	153 – 157 inclusive
		157	153 – 156 inclusive
		156	153 – 155 inclusive
		155	153 and 154
		154	153
		142	147 – 152 inclusive
		143	147 – 152 inclusive
		147	148 – 152 inclusive
		148	149 – 152 inclusive
		149	150 – 152 inclusive
		150	151 and 152
		151	152
		187	193-202 inclusive
		188	193-202 inclusive
		189	193-202 inclusive
		193	194-202 inclusive
		194	195-202 inclusive
		195	196-202 inclusive
		196	197-202 inclusive
		197	198-202 inclusive
		198	199-202 inclusive

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

PART 1 (Creation)
(Continued)

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:
2. (Cont.)	Easement for Drainage of Water 1.5 wide (C) (Cont.)	199 200 201 169 211 210 209 208 207 206 205 204	200-202 inclusive 201 and 202 202 203-211 inclusive 203-210 inclusive 203-209 inclusive 203-208 inclusive 203-207 inclusive 203-206 inclusive 203-205 inclusive 203 and 204 203
3.	Restriction on the Use of Land 0.9 wide (U)	126 127 128 129 130 131 132 133 134 135 136 137 138 139	162 and 163 161 and 162 160 and 161 159 and 160 158 and 159 157 and 158 156 and 157 155 and 156 154 and 155 153 and 154 152 and 153 151 and 152 150 and 151 149 and 150

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

PART 1 (Creation)
(Continued)

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:
3. (Cont.)	Restriction on the Use of Land 0.9 wide (U)	140	148 and 149
		141	147 and 148
		147	141
		148	140 and 141
		149	139 and 140
		150	138 and 139
		151	137 and 138
		152	136 and 137
		153	135 and 136
		154	134 and 135
		155	133 and 134
		156	132 and 133
		157	131 and 132
		158	130 and 131
		159	129 and 130
		160	128 and 129
		161	127 and 128
		162	126 and 127
		163	126
		187	188
		188	187
		186	193 and 194
		185	194 and 195
		184	196 and 197
		183	197 and 198
		182	198 and 199
		181	199 and 200
		180	200 and 201

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

PART 1 (Creation)
(Continued)

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:
3. (Cont.)	Restriction on the Use of Land 0.9 wide (U)	179	201 and 202
		178	202 and 203
		177	203 and 204
		176	204 and 205
		175	205 and 206
		174	206 and 207
		173	207 and 208
		172	208 and 209
		171	209 and 210
		170	210 and 211
		169	211, 167 and 168
		168	167 and 169
		167	166, 168 and 169
		166	167
		211	169 and 170
		210	170 and 171
		209	171 and 172
		208	172 and 173
		207	173 and 174
		206	174 and 175
		205	175 and 176
		204	176 and 177
		203	177 and 178
		202	178 and 179
		201	179 and 180
		200	180 and 181
		199	181 and 182
		198	182 and 183
		197	183 and 184

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

PART 1 (Creation)
(Continued)

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:
3. (Cont.)	Restriction on the Use of Land 0.9 wide (U)	196 195 194 193	184 and 185 185 185 and 186 186
4.	Positive Covenant 0.9 wide (V)	126-141 Inclusive, 147-163 Inclusive, 187, 188, 169-186 inclusive, 193-211 inclusive, and 166-168 inclusive	Camden Council
5.	Easement for Padmount Substation 2.75 wide (P)	121 and 212	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction on the Use of Land (R)	Part 212, Part 163 and Part 121.	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on the Use of Land (S)	Part 212, Part 163 and Part 121.	Epsilon Distribution Ministerial Holding Corporation

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

PART 1 (Creation)
(Continued)

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:
8.	Easement for Drainage of Water variable width (E)	213	Camden Council
9.	Restriction on the Use of Land	Each Lot except Lots 212 and 213	Every other Lot except Lots 212 and 213
10.	Restriction on the Use of Land	Each Lot except Lots 212 and 213	Camden Council
11.	Restriction on the Use of Land	Each Lot except Lots 212 and 213	Camden Council
12.	Restriction on the Use of Land (OD)	124, 125, 126, 127, 142 and 143	Camden Council
13.	Positive Covenant (WQ)	124, 125, 126, 127, 142 and 143	Camden Council

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
Dated

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre to be released and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to Drain Water Variable Width (vide AK629507)	1/1241819	Roads and Maritime Services (ABN: 76 236 371 088)

Plan: DP 1259962 **Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819**
Covered by Subdivision Certificate No.
Dated

PART 2 (Terms)

1. Terms of Easement for Access, Maintenance and Construction numbered 1 in the plan:

1.1 In this Easement for Access, Maintenance and Construction:
'**Easement Site'** means that area of the lot burdened shown on the plan as affected by 'Easement for Access, Maintenance and Construction 0.9 wide'.

2.1 The grant of this easement is made subject to the existence of, and the right of the owner of the lot burdened to construct, guttering from the structure on the lot burdened, that overhangs the site of the easement.

3.1 The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate at the entrance to the site of the easement from the front of the building structure on the lot burdened.

4.1 Subject to Clause 5.1, the owner of the lot benefited may:

a) Install and maintain in the wall adjacent to the Easement Site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.
b) Install and maintain on the wall adjacent to the Easement Site guttering that overhangs the Easement Site, and drain water but only within the guttering.
c) With prior reasonable notice given to the owner of the lot burdened, use the Easement Site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
    (i) The lot benefited; and
    (ii) Any structure belonging to the owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the Lot burdened; and
d) Do anything reasonably necessary for that purpose, including:
    (i) Entering onto the lot burdened;
    (ii) Taking anything onto the lot burdened; and
    (iii) Carrying out necessary works.

Plan: DP 1259962 **Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819 Covered by Subdivision Certificate No. Dated**

PART 2 (Terms) (Continued)

5.1 The rights under this Easement for Access, Maintenance and Construction are:

a) Limited to the extent necessary to permit the owner of the lot benefited to construct, maintain and repair any part of:
   (i) The lot benefited; and
   (ii) Any structure belonging to the owner of the lot benefited.

6.1 In exercising the rights under this clause, the owner of the lot benefited must:

a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
d) Restore the lot burdened as nearly as is practicable to its former condition; and
e) Make good any collateral damage.

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Access, Maintenance and Construction and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority required to consent to release, vary or modify the Easement for Access, Maintenance and Construction numbered 1 in the plan: Camden Council.

2. Terms of Easement for Drainage of Water numbered 2 in the plan:

The Terms of the Easement for Drainage of Water are as prescribed in Part 8 of Schedule 8 of the Conveyancing Act 1919.

Name of Authority required to consent to release, vary or modify the Easement for Drainage of Water numbered 2 in the plan: Camden Council.

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
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PART 2 (Terms)
(Continued)

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

1. The registered proprietor(s) must not, without the prior written approval of Camden Council:
    a) Do any act, matter or thing to prevent the retaining wall from remaining in good order.
    b) Make or permit or suffer any alterations, damage or removal of the retaining wall.
2. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the retaining wall and any dispute is a civil matter to be resolved with the relevant parties.

For the purpose of this restriction "retaining wall" means the retaining wall within the area designated (U) in the abovementioned plan.

Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 3 in the plan: Camden Council.

4. Terms of Positive Covenant numbered 4 in the plan

The registered proprietor(s) covenant with Camden Council to:
1. keep in good order, and
2. maintain and repair

the retaining wall and any associated fencing within the area designated (V) in the abovementioned plan.

Name of Authority empowered to release, vary or modify the Positive Covenant numbered 4 in the plan: Camden Council.

5. Terms of Easement for Padmount Substation numbered 5 in the plan:

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".

Plan: DP 1259962 **Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819 Covered by Subdivision Certificate No. Dated**

PART 2 (Terms) (Continued)

6. Terms of Restriction on the Use of Land numbered 6 in the plan:

1.0 Definitions

1.1 **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.

1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 **erect** includes construct, install, build and maintain.

1.4 **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 metres 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.

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.

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Dated

PART 2 (Terms)
(Continued)

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.

7. Terms of Restriction on the Use of Land numbered 7 in the 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.

Name of Authority empowered to release, vary or modify the Easement for Padmount Substation numbered five (5) in the plan and the Restrictions numbered six (6) and seven (7) in the plan: Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.

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PART 2 (Terms) (Continued)

8. Terms of Easement for Drainage of Water numbered 8 in the plan:

The Terms of the Easement for Drainage of Water are as prescribed in Part 7 of Schedule 4A of the Conveyancing Act 1919

Name of Authority empowered to release, vary or modify the Easement for Drainage of Water numbered 8 in the plan: Camden Council.

9. Terms of Restriction on the Use of Land numbered 9 in the plan.

9.1 No building or buildings shall be erected or permitted to remain erected on each Lot Burdened unless such building has terracotta or cement roof tiles or with powder coated metal roofs.

9.2 No fence shall be erected or be permitted to remain erected unless the fence is:
a) Made of timber (lapped and capped) or concrete
b) Where constructed on the secondary street boundary, if applicable, terminated at the front building line
c) Where timber and visible from the street painted and constructed of vertical timber battens with minimum spacing between the battens of 10mm.
d) Where concrete rendered and painted

9.3 No fence shall be erected on a burdened lot to divide it from any adjoining land owned by The Owners without the consent of The Owners. Such consent shall not be withheld if such fence is erected without expense to The Owners.

9.4 No Air-conditioning unit is to be installed:
a) In any front porch/balcony of a lot burdened; or
b) In any area on or in a lot burdened where the air conditioning unit is visible from ground level outside the lot.

9.5 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not omit odours.

9.6 No vehicle may be parked on a lot burdened unless it is parked:
a) In a garage or driveway on the burdened lot; or
b) In an area designated as being an area where a vehicle may be parked

Plan: DP 1259962 **Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819 Covered by Subdivision Certificate No. Dated**

PART 2 (Terms) (Continued)

9.7 No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable items is visible from ground level outside the burdened lot.

9.8 No retaining wall that is visible from ground level outside a lot shall be constructed or permitted to remain constructed unless the retaining wall is constructed of a masonry material.

9.9 In this restriction on the use of land:

a) "The Owners" means COBBITTY 1 PTY LTD (ACN: 625 511 953), 621Z NORTHERN ROAD PTY LTD (ABN: 50 623 913 404) and 621B NORTHERN ROAD PTY LTD (ACN: 623 913 780) and their successors, nominees or assigns other than purchasers on sale; and

b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created.

Name of Person or Authority empowered to release vary or modify the Restriction numbered 9 in the plan.

a) 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 release, variation or modification.

b) The Owners for such period as they are the registered proprietor of land in the Plan and thereafter the owners of the lot benefited.

10. Terms of Restriction on the Use of Land numbered 10 in the plan:

Design of Footings

No dwellings, garages or other structures shall be permitted on the lot burdened UNLESS the foundations/footings proposed for such structures have been designed to account for the geotechnical classification of each lot burdened and such foundation/footing design is certified by a suitably qualified Structural or Civil Engineer and a copy of the design and certification has been provided to the Authority approving the construction.

Name of Authority empowered to release, vary or modify the Restriction numbered 10 in the plan: Camden Council.

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PART 2 (Terms) (Continued)

11. Terms of Restriction on the Use of Land numbered 11 in the plan:

Salinity Management

No construction works, including earthworks, imported fill, landscaping, buildings and associated infrastructure shall be permitted on the lots burdened unless such construction is carried out in accordance with the 'Report on Salinity Investigation and Management Plan' prepared by xxxxxxxxxxxxxxxxx Ref: xxxxxxxx dated xxxxxx 20xx.

Name of Authority empowered to release, vary or modify the Restriction numbered 11 in the plan: Camden Council.

12. Terms of Restriction on the Use of Land numbered 12 in the plan:

The Registered Proprietors(s) covenant as follows with the Authority benefited in respect to the On-Site Detention Storage/Water Quality Area & Outlet Works (hereinafter referred to as "the system") constructed and/or installed within that part of the burdened lot Denoted (OD) and (QA) on the plan, that they will not, without the prior and express written consent of the Authority benefited:

1) Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.

2) Make or permit or suffer the making of any alterations or additions to the system.

3) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction, "the system" means the On-Site Detention Storage/Water Quality Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. XX/20XX and as detailed on the plans approved by Camden Council as approved Construction Certificate No. XXXXXXXX including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the on-site detention storage.

Name of Authority empowered to release, vary or modify the Restriction numbered 12 in the plan: Camden Council.

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PART 2 (Terms)
(Continued)

Name of Authority empowered to release, vary or modify the Restriction numbered 12 in the plan: Camden Council.

13. Terms of Positive Covenant numbered 13 in the plan:

The proprietor of the land hereby burdened (herein called 'the proprietor') shall be at all times in respect of the land hereby burdened identified on the above-mentioned plan as 'stormwater drainage detention basin' (herein called 'the basin')';

(a) construct, clean maintain and repair all pits, tanks pipe lines, orifice plates, trench barriers, walls, earth banks and other structures;
(b) maintain the existing surface levels;
(c) regularly mow and remove grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin PROVIDED HOWEVER that Camden Council (herein called 'the Council') shall have the right enter upon the burdened lot with all necessary materials and equipment at all reasonable time and on reasonable times and on reasonable notice but at any time and without notice in the case of an emergency;
    (i) to view the state of repair of the basin;
    (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
    (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date receipt by the proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith up demand.

Name of Authority empowered to release, vary or modify the Positive Covenant numbered 13 in the plan: Camden Council.

Plan: DP 1259962

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Dated

Seals & Signatures

Execution by Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)

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:
……..
Manager Property & Fleet

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:
Book ……. No …….

Signing on behalf of:
Endeavour Energy Network Asset Partnership ABN 30 586 412 717

Endeavour Energy reference:

Date of signature:

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
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Seals & Signatures

Execution by Camden Council

Signed by ……..
As an authorised delegate of Camden Council pursuant to S.377 of the Local Government Act 1993 and I hereby state that I have no notice of revocation of such delegation.

……..
Signature of Delegate

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

……
Signature of Witness

……
Name of Witness

……

……
Address of Witness

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
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Seals & Signatures

Executed by:

621Z NORTHERN ROAD PTY LTD. (ABN: 50 623 913 404)

…….
……..

Director **Director**
Name: **BO GONG** Name: **CHAOHUI ZHU**

Executed by:

621B NORTHERN ROAD PTY LTD. (ACN: 623 913 780)

…….
……..

Director **Director**
Name: **BO GONG** Name: **CHAOHUI ZHU**

Plan: DP 1259962

Plan of Subdivision of Lot 501 in DP 1231858 and Lot 1 in DP 1241819
Covered by Subdivision Certificate No.
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Executed by:

COBBITTY 1 PTY LTD. (ACN: 625 511 953)

…… ……..

Director/Secretary **Director**

Name: Name:

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1241819

SEARCH DATE	TIME	EDITION NO	DATE
14/1/2020	8:06 AM	3	4/6/2019

LAND

LOT 1 IN DEPOSITED PLAN 1241819
AT COBBITTY
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1241819

FIRST SCHEDULE

621Z NORTHERN ROAD PTY LTD
621B NORTHERN ROAD PTY LTD
AS TENANTS IN COMMON IN EQUAL SHARES

SECOND SCHEDULE (10 NOTIFICATIONS)

1		RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2	DP594238	RESTRICTION(S) ON THE USE OF LAND
3	AK629507	EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4	DP1241819	EASEMENT FOR RIGHT OF ACCESS 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5	DP1241819	EASEMENT FOR SERVICES 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
6	DP1241819	RESTRICTION(S) ON THE USE OF LAND
7	AP297985	MORTGAGE TO GRAND CITY INTERNATIONAL DEVELOPMENT PTY LTD & OVERSEAS UNION FINANCE (AUST.) PTY LTD
* 8	AP647267	CAVEAT BY OUF HOLDINGS PTY LTD
* 9	AP706584	CAVEAT BY OUF COMMERCIAL PTY LTD
* 10	AP792884	CAVEAT BY OUF COMMERCIAL PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1259962.

*** END OF SEARCH ***

kgray PRINTED ON 14/1/2020

Obtained from NSW LRS on 14 January 2020 07:06 AM AEST © Office of the Registrar-General 2020
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. GlobalX hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, www.globalx.com.au an approved NSW Information Broker.

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45
DP 1104369

ORP AT CNR FD
RM GIP FD
114°45'~0.955
(DP 1139483)

PM 70642 FD

4
DP 1216380

RM1
RFP

RM GONE
(DP 1216380)

TO SSM 18276 FD

MGA 29°04'40"~175.938 GND
SURV 29°05'20"~175.95

ROAD

MGA SCIMS

347°11'10"
99.24
TO CNR

SSM 18277 FD

ABT 40 YO 3B 2P FCE (B.)

ABT 40 YO 3B 2P FCE

287°

862.54

RM2

MGA 331°38'05"~505.571 GND
SURV 331°38'15"~505.56

MGA 54°24'45"~465.616 GND
SURV 54°24'40"~465.61

500
DP 1231858

2
27.16 ha

(A)(B)

RM3

MGA 29°44'57"~224.97 GND
SURV 29°45'45"~224.95

MR 154
(VARIABLE WIDTH)

83.83
281°59'55"
(10.67)

RM4
RFP

'A'
SSM 6815 FD

-270°59'40"
85.73
TO CNR
(DP 1217062)

SEE DIAGRAM
SHEET 2

RM5
RFP

(E)

2 YO 2B 3P FCE

RM6

SURV 236°03'30"~327.595

TS 10423 FD
DENBIGH

'B'

-239°50'
79.18
TO CNR

MGA 285°41'47"~642.817 GND
SURV 285°41'47"~642.78

ORP AT BEND FD
(DP 594238)

276.06
288°45'35"

I
11.59 ha

RM7

105
DP 1217062

RM GIS FD
294°55'~2
(DP 594238)

RM GIP FD
344°02'30"~2.07
(DP 1231858)

ABT 40 YO 2B 3P FCE
506.63

RM8

SSM 146996 FD

501
DP 1231858

104
DP 1217062

THE NORTHERN

RM9

(A) EASEMENT FOR RIGHT OF ACCESS 10 WIDE
(B) EASEMENT FOR SERVICES 10 WIDE
(E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (AK629507)

SEE SHEET 2 FOR COORDINATE SCHEDULE
SEE SHEET 2 FOR SCHEDULE OF REFERENCE MARKS

AZIMUTH 'A'-'B'

SURVEYOR Name: DANIEL JAMES MANNIGAN, CALIBRE CONSULTING (NSW) P/L, T: (02) 8808 5000 Date of Survey: 6/07/2018 Reference: 18-000074-DP1 LPI File Ref	PLAN OF SUBDIVISION OF LOT 102 IN DP 1217062	L.G.A.: CAMDEN Locality: COBBITTY Reduction Ratio: 1:2000 Lengths are in metres	Registered: 3.12.2018	DP1241819

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SCHEDULE OF REFERENCE MARKS

RM No	BEARING	DISTANCE	DESCRIPTION	ORIGIN
1	101°58'	12.23	GIP FD	DP 1217062
2	122°25'	2.06	GIP FD	DP 1217062
3	122°25'	11.8	GIP FD	DP 1217062
4	206°01'	5.555	GIP FD	DP 1217062
5	100°51'	0.975	GIP FD	DP 1217062
6	134°52'	1.145	GIP FD	DP 1217062
7	134°52'	1.465	GIP FD	DP 1217062
8	90°19'	2.515	SSM 146996 FD	DP 1217062
9	139°26'	1.495	GIP FD	DP 1217062

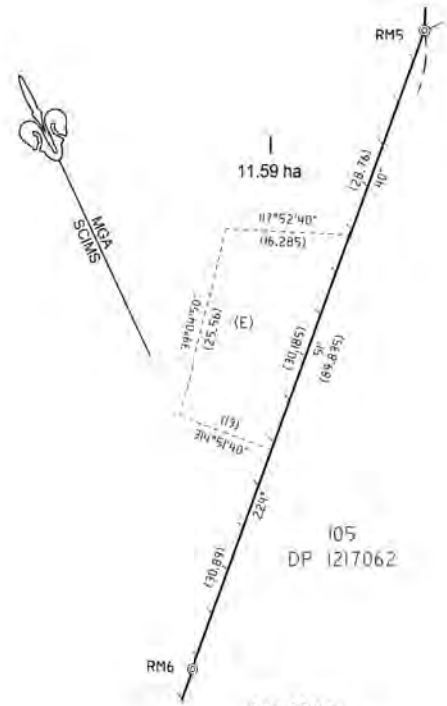


DIAGRAM
NTS

COORDINATE SCHEDULE

MARK	MGA COORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 6815	290394.378	6236455.722	B	2	SCIMS	FOUND
SSM 18276	290592.037	6236804.847	B	2	SCIMS	FOUND
SSM 18277	290506.522	6236651.066	B	2	SCIMS	FOUND
TS 10423	289775.958	6236629.651	B	2	SCIMS	FOUND
PM 70642	290154.656	6236900.646	B	2	SCIMS	FOUND
SSM 146996	290123	6236273	U	U	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 01/03/2018
MGA ZONE: 56 MGA DATUM: GDA 94 COMBINED SCALE FACTOR: 1.000120

(E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (AK629507)

SURVEYOR Name: DANIEL JAMES HANNIGAN, CALIBRE CONSULTING (NSW) P/L, T: (02) 8808 5000 Date of Survey: 6/07/2018 Reference: 18-000074-DP1 LPI File Ref:	PLAN OF SUBDIVISION OF LOT 102 IN DP 1217062	L.G.A.: CAMDEN Locality: COBBITTY Reduction Ratio: N.T.S Lengths are in metres	Registered: 3.12.2018	DP1241819

Req:R472379 /Doc:DP 1241819 P /Rev:04-Dec-2018 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 08:07 /Seq:3 of 7
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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)

Office Use Only

Registered: 3.12.2018

Title System: TORRENS

Office Use Only

DP1241819 E

PLAN OF SUBDIVISION OF
LOT 102 IN DP 1217062

LGA: CAMDEN

Locality: ~~COBBITY~~ COBBITTY

Parish: COOK

County: CUMBERLAND

Survey Certificate

I, DANIEL JAMES HANNIGAN
of CALIBRE CONSULTING (NSW) P/L,
L2, 2 BURBANK PLACE, NORWEST BUSINESS PARK
BAULKHAM HILLS, NSW 2153. PH: 02 8808 5000
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 6/07/2018

~~*(b) The part of the land shown in the plan excluding ..... was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, / /2018 the part not surveyed was compiled in accordance with that Regulation.~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'A' – 'B'

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous~~.

Signature: ..... Dated: 6/7/18

Surveyor Identification No: 1208
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, SUCHUS MOHAMED

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: CAMDEN COUNCIL

Date of endorsement: 17/9/2018

Subdivision Certificate number: 14.2018.125.1

File number: DA No. 2018/125/1

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 594238, DP 1139483, DP 1216380, DP 1217062, DP 1227458,

DP 1231858

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 18-000074-DP1

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

LOCALITY AMENDED VIDE 2019-416 26.3.2019

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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

Office Use Only

Registered: 3.12.2018

Office Use Only

DP1241819

PLAN OF SUBDIVISION OF
LOT 102 IN DP 1217062

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

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

Subdivision Certificate number: 14.2018.125.1

Date of Endorsement: 17/9/2018

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

1. EASEMENT FOR RIGHT OF ACCESS 10 WIDE (A)
2. EASEMENT FOR SERVICES 10 WIDE (B)
3. RESTRICTION ON THE USE OF LAND

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

1. EASEMENT FOR SUPPORT 1 METRE WIDE CREATED BY DP 594238 (Item 1)
2. EASEMENT FOR SUPPORT 1 METRE WIDE CREATED BY DP 594238 (Item 2)

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-DP1

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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only

Registered: 3.12.2018

Office Use Only

DP1241819

PLAN OF SUBDIVISION OF
LOT 102 IN DP 1217062

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

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

Subdivision Certificate number: 14.2018.125.1

Date of Endorsement: 17/9/2018

LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1	621	THE NORTHERN	ROAD	COBBITTY
2	641	THE NORTHERN	ROAD	COBBITTY

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-DP1

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

Office Use Only

Registered: 3.12.2018

Office Use Only

DP1241819

PLAN OF SUBDIVISION OF
LOT 102 IN DP 1217062

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

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

Subdivision Certificate number: 14.2018.125.1

Date of Endorsement: 17/9/2018

Executed by:

621Z NORTHERN ROAD PTY LTD. (ABN: 50 623 913 404)

Director
Name: **BO GONG**

Director
Name: **CHAOHUI ZHU**

621B NORTHERN ROAD PTY LTD. (ACN: 623 913 780)

Director
Name: **BO GONG**

Director
Name: **CHAOHUI ZHU**

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-DP1

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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 5 sheet(s)

Office Use Only

Registered: 3.12.2018

Office Use Only

DP1241819

PLAN OF SUBDIVISION OF
LOT 102 IN DP 1217062

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

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

Subdivision Certificate number: 14.2018.125.1

Date of Endorsement: 17/9/2018

Executed by:

OVERSEAS UNION FINANCE (AUST.) PTY LTD
~~M & B MOSES HOLDINGS NO 4 PTY LTD~~. (ACN: ~~615 991 225~~)
082 155 557

.....

SOLE **Director** / SECRETARY

Name: ~~MURPHY MOSES~~
FANG YE

GRAND CITY INTERNATIONAL DEVELOPMENT PTY LTD
~~ORAN PARK HOLDINGS PTY LTD~~. (ACN: ~~615 991 136~~)
601 060 600

.....

~~Director~~

Name: ~~MURPHY MOSES~~

Li Chen
DIRECTOR

Shusheng Zhang
DIRECTOR

.....
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18-000074-DP1

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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 of the Conveyancing Act 1919.

LENGTHS ARE IN METRES

Plan: DP1241819

Plan of Subdivision of Lot 102 in DP 1217062
Covered by Subdivision Certificate No. 14.2018.125.1
Dated 17.9.2018

Full name and address of the owner of the land:

Lot 102 in DP 1217062

621Z NORTHERN ROAD PTY LTD AND
621B NORTHERN ROAD PTY LTD
PO BOX 233
EPPING NSW 1710

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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Right of Access 10 wide (A)	2	1
2.	Easement for Services 10 wide (B)	2	1
3.	Restriction on the Use of Land	Each Lot	Camden Council

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Support 1 metre wide created by DP 594238 (Item 1)	2/1216380 and 7/1216380	102/1217062
2.	Easement for Support 1 metre wide created by DP 594238 (Item 2)	4/1216380 and 5/1216380	102/1217062

Council Authorised Person

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Plan: DP1241819

Plan of Subdivision of Lot 102 in DP 1217062
Covered by Subdivision Certificate No. 14.2018.125.1
Dated 17.9.2018

Part 2 (Terms)

1. Terms of Easement for Right of Access numbered 1 in the plan:

Terms of Right of Access as per Part 14 Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement will be extinguished whereby the benefiting lot acquires access to public road as per *Oran Park Precinct Development Control Plan.*

Name of Persons or Authority whose consent is required to release, vary or modify the Easement for Right of Access numbered one (1) in the plan: Camden Council.

2. Terms of Easement for Services numbered 2 in the plan:

Terms of Easement for Services as per Part 11 Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

2. The easement will be extinguished whereby the benefiting lot acquires access to public road as per *Oran Park Precinct Development Control Plan.*

Name of Persons or Authority whose consent is required to release, vary or modify the Easement for Services numbered two (2) in the plan: Camden Council.

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

No development shall be permitted on the Lots hereby burdened unless all proposed construction works that includes earthworks, imported fill, landscaping, roads, buildings, and associated infrastructure proposed to be constructed on the land must be carried out or constructed in accordance with *"Section 11.0 – Soil Salinity and Aggressivity" in Report: Stage 1 Contamination Assessment with Limited Sampling: Proposed Residential Subdivision 621 The Northern Road Cobbitty, Prepared by Network Geotechnics, Ref G09/2422-A, Dated 3 March 2017."*

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered three (3) in the plan: Camden Council.

Council Authorised Person

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Plan: DP1241819

Plan of Subdivision of Lot 102 in DP 1217062
Covered by Subdivision Certificate No. 14.2018.125.1
Dated 17.9.2018

Seals & Signatures

Execution by Camden Council

Signed by ...SHAULE MOHAMED.....
As an authorised delegate of Camden Council pursuant to S.377 of the Local Government Act 1993 and I hereby state that I have no notice of revocation of such delegation.

.....
Signature of Delegate

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

.....
Signature of Witness

Christopher Wood
.....
Name of Witness

70 Central Ave. Oran Park
.....

.....
Address of Witness

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Plan: DP1241819

Plan of Subdivision of Lot 102 in DP 1217062
Covered by Subdivision Certificate No. 14.2018.125.1
Dated 17.9.2018

Seals & Signatures

Execution by:

OVERSEAS UNION FINANCE (AUST.) PTY LTD
~~M & B MOSES HOLDINGS NO 4 PTY LTD.~~ **(ACN:** ~~615 001 225~~**)**
082 155 557

.....

SOLE **Director** / SECRETARY
Name: ~~MURPHY MOSES~~
FANG YE

GRAND CITY INTERNATIONAL DEVELOPMENT PTY LTD
~~ORAN PARK HOLDINGS PTY LTD.~~ **(ACN:** ~~615 001 136~~**)**
601 060 600

.....

~~Director~~
Name: ~~MURPHY MOSES~~
Li Chen — DIRECTOR
Shusheng Zhang — DIRECTOR

.....
Council Authorised Person

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LENGTHS ARE IN METRES

Plan: DP1241819

Plan of Subdivision of Lot 102 in DP 1217062
Covered by Subdivision Certificate No. 14.2018.125.1
Dated 17.9.2018

Execution by:

621Z NORTHERN ROAD PTY LTD. (ABN: 50 623 913 404)

Director
Name: **BO GONG**

Director
Name: **CHAOHUI ZHU**

621B NORTHERN ROAD PTY LTD. (ACN: 623 913 780)

Director
Name: **BO GONG**

Director
Name: **CHAOHUI ZHU**

Council Authorised Person

18-000074-DP1 DP1241819 88B Ver 2.docx

REGISTERED 3.12.2018

Req:R472378 /Doc:DP 0594238 P /Rev:05-Sep-1992 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 08:07 /Seq:1 of 2
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PLAN FORM 2 — Plan Drawing only to appear in this space — OFFICE USE ONLY

D.P. 594238

Registered: 5.12.1978

C.A. No 19/77 OF 22-11-1977

Purpose: SUBDIVISION

Ref. Map: U7330-1# CCC 1006#

Last Plan:

PLAN OF SUBDIVISION OF PART OF THE LAND IN CONVEYANCE No 302 BOOK 1646.

Reduction Ratio 1: 4000

Lengths are in metres.

Municipality: CAMDEN

Locality: COBBITTY

Parish: COOK

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.

(Delete if inapplicable)

I, Stuart Maxwell Mason of 3 Wilton Street, Bowral, Surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate, has been made by me or under my supervision and is in accordance with the Surveyors (General) Regulation, 1933, and was completed on 30th SEPTEMBER, 1977.

Signature: [signature] Dated: 3.10.1977

Surveyor's Reference: 2215B

Plans for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964. IT IS INTENDED TO CREATE

1. EASEMENT FOR SUPPORT 1 METRE WIDE.
2. EASEMENT FOR SUPPORT 1 METRE WIDE
3. RESTRICTION AS TO USER.

AMENDMENTS PROPOSED IN RESPECT OF EASEMENT FOR TRANSMISSION LINE 1 P.R. MADE IN R.G.O. AT SURVEYORS REQUEST.

The COMMON SEAL of McINTOSH BROS PTY LIMITED was hereunto affixed in by order of a resolution of the Board of Directors in the presence of:

Secretary

Director

Council Clerk's Certificate

I hereby certify that —

(i) the requirements of the Local Government Act, 1919 (and/or the requirements of the Local Government (Town Planning) Act, 1945) as to the approval of a plan of subdivision by the Council have been complied with;

(ii) the requirements of section 24B of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, have been complied with by the Metropolitan Water, Sewerage and Drainage Board as evidenced by the certificate of that Board dated 12th October, 1977 a copy of which is annexed hereto;

(iii) the requirements of section 24E of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, have been complied with by the applicant in relation to the proposed subdivision as evidenced by the certificate of that Board dated 12th October, 1977 a copy of which is annexed hereto;

(iv) the requirements of section 24F of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, have been complied with by the applicant in relation to the proposed subdivision as evidenced by the certificate of that Board dated 12th October, 1977 a copy of which is annexed hereto;

Insert "no road", "Subdivision" or "Consolidation 5(1)(a)" (see reverse)

Subdivision No. 1515/77

Dated 22nd November 1977

Signature: [signature]

By Council Clerk

*If Council clerk does not sign the certificate this strikethrough must be signed by a Solicitor to the Council, authorised in writing by the Council to so certify.

Signatures and seals only.

Plan Drawing only to appear in this space

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: 2215B

I, Bruce Richard Moulds, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 3rd day of March, 1978

Registrar General

D.P. 594238 SH 1

SHEET 2 ADJOINS

DIAGRAM B NOT TO A RATIO

DIAGRAM A NOT TO A RATIO

NORTHERN ROAD

ROAD 10.06 WIDE

(40.235 WIDE)

PT. 3 No 302 BK. 1646

D. P. 218779

1 40.5 ha.

2 40.5 ha.

3

EASEMENT FOR SUPPORT 1 METRE WIDE

EASEMENT FOR SUPPORT 1 METRE WIDE

RESTRICTION AS TO USER

CENTRAL O.R.P.

PEG FD.

PEG TO.

PM OB FD 27°31'-0.455 (WIDE P.R.109853)

PM OB FD 27°31'-0.455 (WIDE P.R.109853)

PM OB FD 27°31'-0.455 (WIDE P.R.109853)

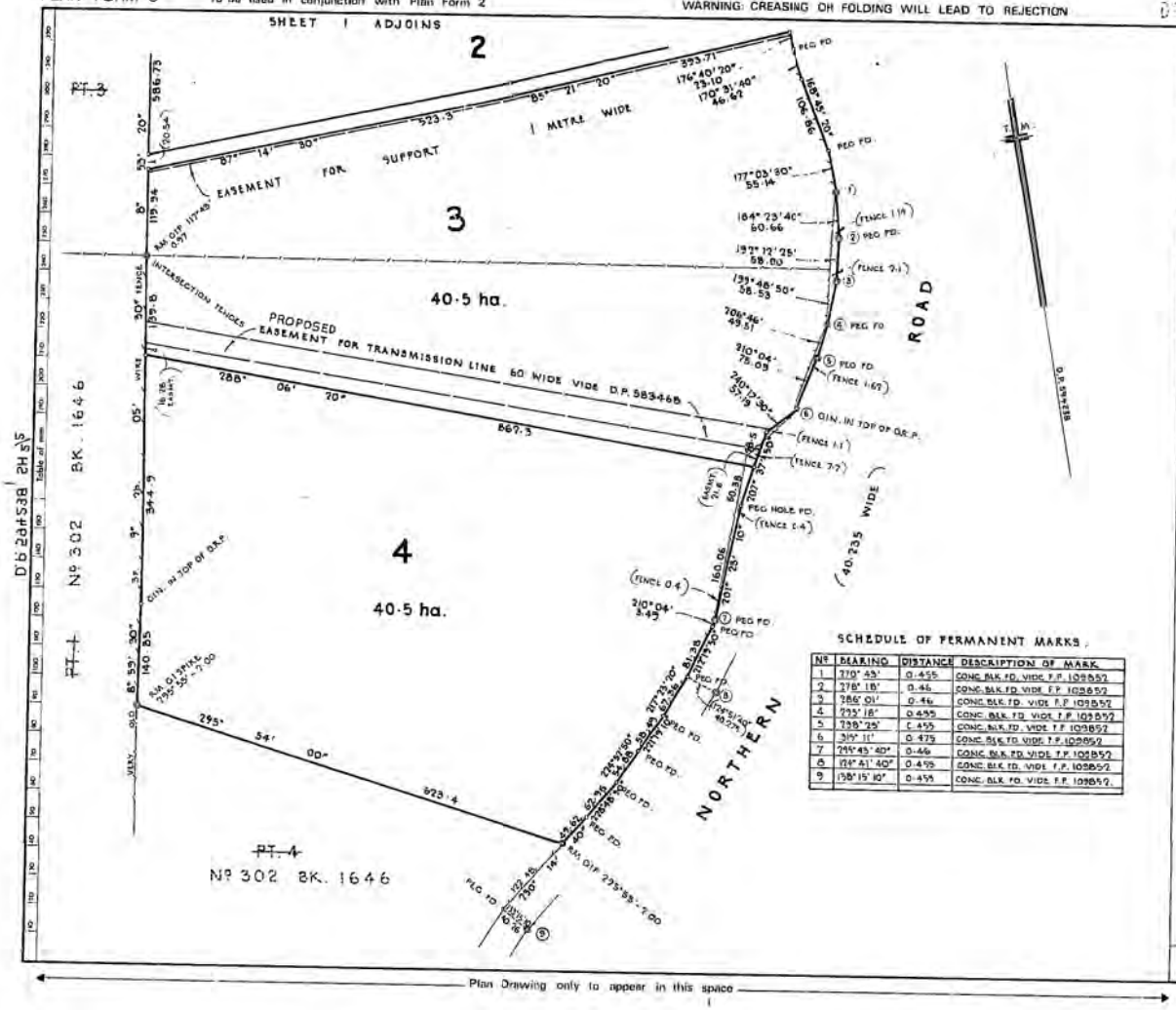
Req:R472378 /Doc:DP 0594238 P /Rev:05-Sep-1992 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 08:07 /Seq:2 of 2
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PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

SHEET 1 ADJOINS



Nº	BEARING	DISTANCE	DESCRIPTION OF MARK
1	270° 45'	0·455	CONC. BLK. FD. VIDE T.P. 109852
2	278° 15'	0·46	CONC. BLK. FD. VIDE T.P. 109852
3	286° 01'	0·46	CONC. BLK. FD. VIDE T.P. 109852
4	295° 18'	0·455	CONC. BLK. FD. VIDE T.P. 109852
5	298° 25'	0·455	CONC. BLK. FD. VIDE T.P. 109852
6	315° 11'	0·475	CONC. BLK. FD. VIDE T.P. 109852
7	295° 45' 40"	0·46	CONC. BLK. FD. VIDE T.P. 109852
8	126° 41' 40"	0·455	CONC. BLK. FD. VIDE T.P. 109852
9	158° 15' 10"	0·455	CONC. BLK. FD. VIDE T.P. 109852

D.P. 594238

Registered: 13.1978

This is sheet 2 of my plan in 2 sheets dated 30th SEPTEMBER 1977.

Surveyor registered under Surveyors Act 1929.

This is sheet 2 of the plan of 2 Sheets covered by my Certificate No. 43/77 of 22nd November 1977

Council Clerk

Signatures and seals only.

THE COMMON SEAL of HAWKESBURY RIVER COUNTY COUNCIL was hereunto affixed by order of a resolution of the Board of Directors in the presence of:

Secretary

Director

Director

Reduction Ratio 1 : 400

Lengths are in metres

SURVEYOR'S REFERENCE 22558

Plan Drawing only to appear in this space

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 3rd day of March, 1978

D.P. 594238

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
Sheet 3 of 3 sheets

Plan: D.P. DP594236 Subdivision of part of the land in Conveyance Number 302 Book 1646 covered by Council Clerk's Certificate No. 13 of 1977.

Name of person empowered to release, vary or modify restriction firstly, secondly, thirdly and fourthly referred to in the above mentioned plan:

McIntosh Bros. Pty Limited

So long as it remains the registered proprietor of any lot or any part of any lot in the Deposited Plan above mentioned and thereafter in respect of any lot by the registered proprietor of the land having common boundaries with the lot hereby burdened.

THE COMMON SEAL of McINTOSH BROS. PTY LIMITED was hereunto affixed by order of a resolution of the Board of Directors in the presence of:

McINTOSH BROS. PTY. LIMITED Common Seal

Director

Secretary

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LODGED WITH

DP594236

1.3.1978

Req:R912801 /Doc:DP 0594238 B /Rev:03-Nov-1992 /NSW LRS /Pgs:ALL /Prt:08-Apr-2020 16:49 /Seq:1 of 2
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Reg:R912801 /Doc:DP 0594238 B /Rev:03-Nov-1992 /NSW LRS /Pgs:ALL /Prt:08-Apr-2020 16:49 /Seq:2 of 2
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 5th November, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
Sheet 1 of 3 sheets

PART 1

Plan: D.P. DP594238 — Subdivision of part of the land in Conveyance Number 302 Book 1646 covered by Council Clerk's Certificate No. 13 of 1977.

Full name and address of proprietor of the land: McIntosh Bros. Pty Limited (formerly McIntosh Brothers Pty Limited)

1. Identity of easement of restriction firstly referred to in above mentioned plan: Easement for support One (1) metre wide

Schedule of lots, etc. benefited	
Lots burdened	Lots burdened
2	Whole of the land comprised in the said Deed of Conveyance Number 302 Book 1646 excluding Lot 2 ~~in~~

2. Identity of easement of restriction secondly referred to in above mentioned plan: Easement for support One (1) metre wide

Schedule of lots, etc. benefited	
Lots burdened	Lots burdened
3	Whole of the land comprised in the said Deed of Conveyance Number 302 Book 1646 excluding Lot 3 ~~in~~

3. Identity of easement of restriction thirdly referred to in above mentioned plan: Restriction as to user

Schedule of lots, etc. benefited	
Lots burdened	Lots benefited
Each lot	Every other lot

J.S. McIntosh A. Mollé

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TOBE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,1919
Sheet 2 of 3 Sheets

Plan: D.P. DP594238

PART 2
Subdivision of part of the land in Conveyance Number 302 Book 1646 covered by Council Clerk's Certificate No. 13 of 1977

1. Terms for easement for support One (1) metre wide firstly and secondly referred to in the above mentioned plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession of the dominant tenement and any part thereof with which the same shall be capable of enjoyment and at all times to have the dominant tenement supported by the soil of the servient tenement and any batter embankment and/or wall (whether constructed or to be constructed) and protected from the collapsing, shifting, falling, erosion or otherwise moving of earth soil sandstone gravel clay or any other materials from the servient tenement together with the right to use for the purpose of the easement for support and batter embankment and/or wall already or to be constructed on the servient tenement for the purpose of giving such support or any batter embankment and/or wall or replacement or substitute therefor or for any of them and where no such batter embankment and/or wall exists or will exist to construct palce or maintain the batter embankment and/or wall of sufficient size in or upon the servient tenement and together with the right for the dominant tenement or other person authorised by him with any tool implement or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of constructing inserting repairing renewing or maintaining sun batter embankment and/or wall or any part thereof and for any of the aforesaid purposes upon the soil of the servient tenement to such extent as may be necessary provided that the dominant tenement and the persons authorised by him will take all reasonable precautions to ensure as little damage as possible to the servient tenement.

2. Terms of restriction as to user thirdly referred to in the above mentioned plan:

(i) As to the use of certain building materials:
(a) No main building or residence shall be erected or be permitted to remain on any lot having external wall or walls of materials other than brick or brick veneer.
(b) No outbuilding shall be erected or permitted to remain on any lot constructed other than of new materials.

(ii) As to restriction on use as piggery,poulty or commercial dog breeding, abattoirs, killing works, and knackery:
That no abattoirs, killing works, knackery or commercial dog businesses are to be carried on or permitted to be carried on on any lot and no pigs and poultry (except for domestic use) are to be kept on any lot.

(iii) As to restrictions on erection of hoardings
That no advertisement, hoarding or similar structure shall be erected or permitted to be erected upon any lot or any building erected thereon.

(iv) As to the erection of dividing fences
That no dividing fence shallbe erected on any lot to divide it from any other lot without the consent of the said McIntosh Bros, Pty Limited its successors or assigns, but such consent shall be deemed to have been given if such fence is erected without expense to the said McIntosh Bros. Pty Limited it successors or assigns.

J.S. McIntosh A. Mollé

~~A.A. McIntosh~~

Req:R472380 /Doc:DL AK629507 /Rev:28-Sep-2016 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 08:07 /Seq:1 of 3
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Form: .01TE
Licence: 05-11-640
Licensee: Softdocs
Coleman Greig Lawyers

TRANSFER INCLUDING EASEMEI

New South Wales
Real Property Act 1900

AK629507E

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.

STAMP DUTY Office of State Revenue use only

Office of State Revenue (NSW)
Client No: 3883022 3742
Duty: Exempt Trans No: 8756725-09
Asct details: S308

(A) **TORRENS TITLE** Land transferred
105/1217062 being part 4/594238

(B) **TENEMENTS**

Servient (land burdened)	Dominant (land benefited)
102/1217062 BEING PART ~~4/599238~~ 4/594238	ROADS AND MARITIME SERVICES

JC JOHN COTTER - 2 JAN 17 PARCELS FOR 2016 MT ORDER.

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
545D	LLPN: 123397E JOHN McLAREN & CO Reference (optional): COLEMAN: RMS: 160438.	TE

(D) **TRANSFEROR** K.B.W. PTY LIMITED ABN 78 000 459 790

(E) The transferor acknowledges receipt of the consideration of $ 3,370,840.00

and transfers to the transferee an estate in fee simple in the land specified above and the transferor

(F) GRANTS an easement as set out in Schedule 1.

(G) Encumbrances (if applicable):

(H) **TRANSFEREE** ROADS AND MARITIME SERVICES ABN 76 236 371 088

(I) **TENANCY:**

DATE 11 / 7 / 2016

RELODGED
22 AUG 2016
TIME: 11:26

(J) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: K.B.W. PTY LIMITED
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:
Name of authorised person:
Office held:

Signature of authorised person:
Name of authorised person:
Office held:

RELODGED
19 SEP 2016
TIME: 11:18

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: John Cotter
Capacity: Solicitor for the transferee

(K) The transferee's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 110986 Full Name: John Cotter Signature:

** 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

Number additional pages sequentially

Cprod 545D 1/7/2016 for TE

Req:R472380 /Doc:DL AK629507 /Rev:28-Sep-2016 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 08:07 /Seq:2 of 3
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Form: 01TE

(L) **SCHEDULE 1**

Grant of easement

The transferor GRANTS:

An Easement to Drain Water as defined in part 3 of the Schedule 4A of the Conveyancing Act 1919 over the land shown in Deposited Plan 1217062 as "Proposed Easement for Drainage Reserve" VARIABLE WIDTH

K. Johnson
NORMA JOHNSON
DIRECTOR | SECRETARY

GREGG JOHNSON
DIRECTOR

(M) **SCHEDULE 2**

Reservation of easement

The transferor RESERVES:

not applicable

Req:R472380 /Doc:DL AK629507 /Rev:28-Sep-2016 /NSW LRS /Pgs:ALL /Prt:14-Jan-2020 08:07 /Seq:3 of 3
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Annexure A to TRANSFER INCLUDING EASEMENT

Parties: K.B.W. Pty Limited ABN 78 000 459 790 (as Transferor)
ROADS AND MARITIME SERVICES ABN 76 236 371 088 (As Transferee)

Dated: 11/7/2016.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: K.B.W. PTY LIMITED ABN 78 000 459 790
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: N. Johnson

Name of authorised person: Norma Johnson
Office held: Director / Secretary

Signature of authorised person:

Name of authorised person: GREGG JOHNSON
Office held: DIRECTOR

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 501/1231858

SEARCH DATE	TIME	EDITION NO	DATE
25/11/2019	10:51 AM	2	25/11/2019

LAND

LOT 501 IN DEPOSITED PLAN 1231858
AT COBBITTY
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1231858

FIRST SCHEDULE

COBBITTY 1 PTY LTD (T AP698647)

SECOND SCHEDULE (11 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1209178 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
DP1218210 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 898 IN DP1218208
AN895099 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS 910, 921, 966 AND 968-970 IN DP1218208 AND LOTS 988, 989, 992 AND 993 IN DP1231270
3 DP1209178 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
DP1218210 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 898 IN DP1218208
AN895100 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS 910, 921, 966 AND 968-970 IN DP1218208 AND LOTS 988, 989, 992 AND 993 IN DP1231270
4 DP1209178 EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
DP1218210 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 898 IN DP1218208
AN895101 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS 910, 921, 966 AND 968-970 IN DP1218208 AND LOTS 988, 989, 992 AND 993 IN DP1231270
5 AK951831 POSITIVE COVENANT
6 AM349703 POSITIVE COVENANT
7 DP1218210 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (11 NOTIFICATIONS) (CONTINUED)

8	DP1231858	RIGHT OF ACCESS 19 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9	DP1231858	EASEMENT FOR SERVICES 19 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10	DP1231937	EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
11	AP698648	MORTGAGE TO CALOW NOMINEES PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1247075 PP DP1247076 PP DP1247077 PP DP1247627 PP DP1251974.

*** END OF SEARCH ***

PRINTED ON 25/11/2019

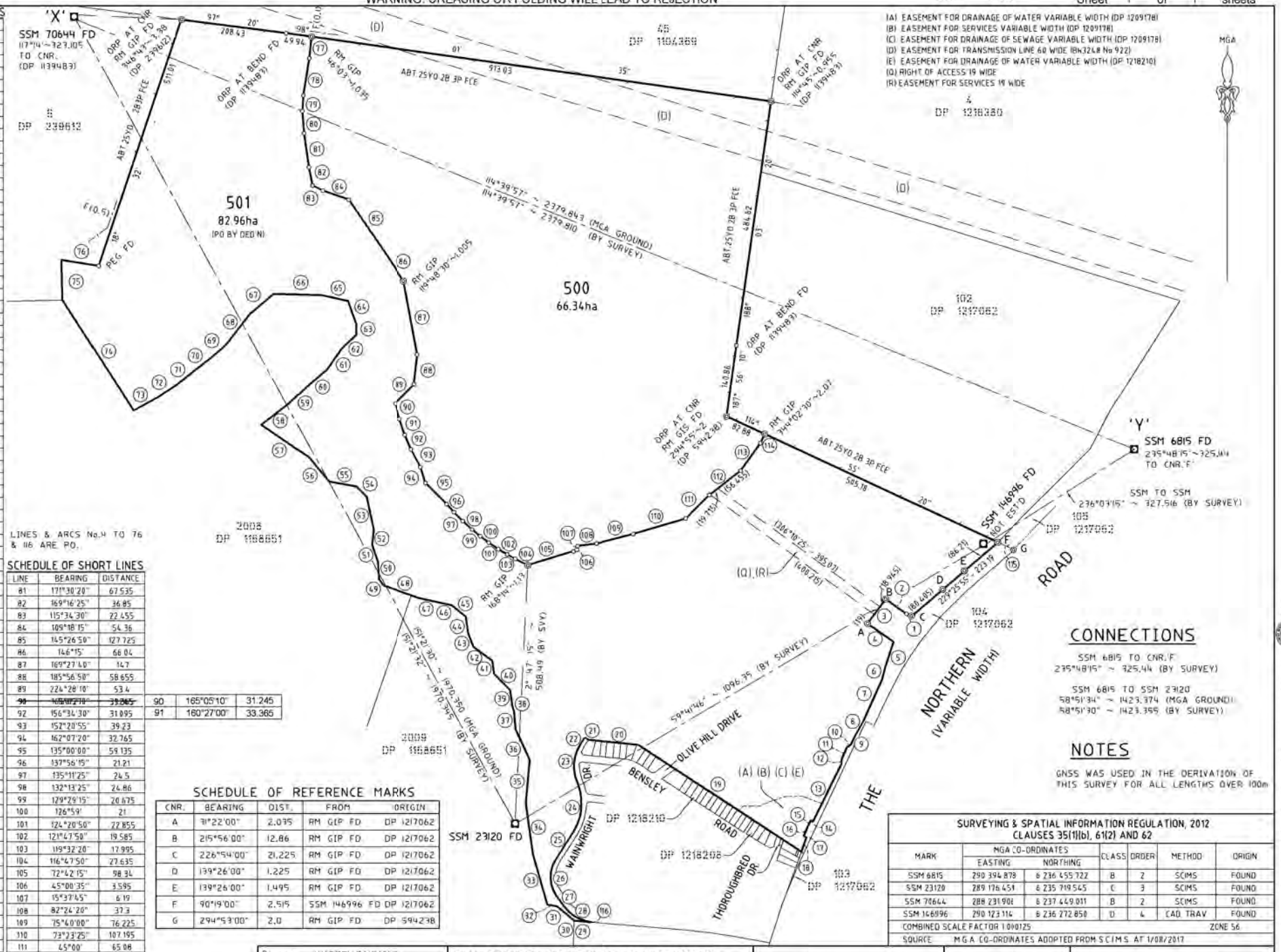
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.
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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

DP1231858

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan LXML Sheet 1 of 1 sheets



(A) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 1209178)
(B) EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1209178)
(C) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DP 1209178)
(D) EASEMENT FOR TRANSMISSION LINE 60 WIDE (Bk 324 & No 922)
(E) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 1218210)
(Q) RIGHT OF ACCESS 19 WIDE
(R) EASEMENT FOR SERVICES 19 WIDE

LINES & ARCS No.1 TO 76 & 116 ARE PO.

SCHEDULE OF CURVED & SHORT LINES

LINE	BEARING	DISTANCE	ARC	RAD
1	292°25'50"	10.44	-	-
2	305°41'40"	50.09	-	-
3	216°32'40"	60.13	-	-
4	124°52'40"	62.53	-	-
5	198°19'50"	51.365	-	-
6	194°04'40"	25.71	-	-
7	204°25'	88.83	-	-
8	209°18'40"	35.09	-	-
9	295°14'	19	-	-
10	234°35'	9.18	-	-
11	205°14'	25	-	-
12	181°16'	9.85	-	-
13	206°21'50"	126.355	-	-
14	295°14'	5	-	-
15	207°01'20"	16.005	-	-
16	202°03'	18.03	-	-
17	115°14'	6	-	-
18	199°20'40"	29.875	-	-
19	303°20'15"	377.495	-	-
20	275°33'15"	99.515	-	-
21	301°41'25"	14.4	-	-
22	212°21'25"	14.495	-	-
23	184°43'45"	76.7	79.755	82.7
24	184°49'15"	97.965	101.895	105.3
25	212°32'35"	64.615	-	-
26	178°36'45"	69.995	74.26	82.7
27	144°41'05"	25.835	-	-
28	120°44'55"	60.615	62.415	74.7
29	274°52'05"	32.16	-	-
30	309°41'10"	21.9	-	-
31	309°45'20"	22.71	-	-
32	279°46'40"	18.575	-	-
33	343°53'10"	102.775	-	-
34	352°11'10"	100.965	-	-
35	4°50'50"	86.18	-	-
36	335°20'40"	65.765	-	-
37	355°03'	35.695	-	-
38	341°40'40"	10.56	-	-
39	351°46'10"	32.225	-	-
40	316°43'30"	44.44	-	-
41	352°29'	25.41	-	-
42	306°35'20"	46.38	-	-
43	339°10'30"	28.985	-	-
44	351°50'10"	32.06	-	-
45	309°14'30"	35.45	-	-
46	282°58'50"	23.945	-	-
47	282°15'10"	42.74	-	-
48	289°37'	75.62	-	-
49	323°06'40"	14.74	-	-
50	356°43'40"	33.705	-	-
51	341°33'10"	35.925	-	-
52	5°42'30"	30.02	-	-
53	347°33'10"	66.495	-	-
54	314°58'50"	27.91	-	-
55	280°49'	54.79	-	-
56	320°30'50"	61.42	-	-
57	304°16'10"	113.285	-	-
58	51°51'30"	67.35	-	-
59	46°53'10"	54.445	-	-
60	50°09'	45.845	-	-
61	34°56'	51.81	-	-
62	47°19'40"	39.795	-	-
63	359°54'20"	19.315	-	-
64	346°30'	49.64	-	-
65	282°21'10"	53.035	-	-
66	271°47'	94.46	-	-
67	229°21'10"	62.8	-	-
68	217°33'40"	75.365	-	-
69	229°49'10"	38.06	-	-
70	231°34'20"	39.585	-	-
71	231°33'10"	46.725	-	-
72	236°48'40"	45.805	-	-
73	241°31'40"	53.51	-	-
74	327°18'20"	257.47	-	-
75	358°40'10"	79.245	-	-
76	99°01'20"	73.075	-	-
77	186°10'15"	42.885	-	-
78	189°19'20"	73.515	-	-
79	183°15'45"	31.4	-	-
80	176°06'45"	43.68	-	-

SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
81	171°30'20"	67.535
82	169°16'25"	36.85
83	115°34'30"	22.455
84	109°18'15"	54.36
85	145°26'50"	127.725
86	146°15'	66.04
87	169°27'40"	147
88	185°56'50"	58.655
89	224°28'10"	53.4
~~90~~	~~165°05'10"~~	~~31.245~~
91	160°27'00"	33.365
92	156°34'30"	31.095
93	152°20'55"	39.23
94	162°07'20"	32.765
95	135°00'00"	59.135
96	137°56'15"	21.21
97	135°11'25"	24.5
98	132°13'25"	24.86
99	129°29'15"	20.675
100	126°59'	21
101	124°20'50"	22.855
102	121°47'50"	19.585
103	119°32'20"	17.995
104	116°47'50"	27.635
105	72°42'15"	98.34
106	45°00'35"	3.595
107	15°37'45"	6.19
108	82°24'20"	37.3
109	75°40'00"	76.225
110	73°23'25"	107.195
111	45°00'	65.08
112	51°40'	77.62
113	35°53'35"	66.415
114	25°46'10"	20.02
115	114°55'10"	35.5
116	0°51'00"	0.045

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DIST.	FROM	ORIGIN
A	31°22'00"	2.035	RM GIP FD	DP 1217062
B	215°56'00"	12.86	RM GIP FD	DP 1217062
C	226°54'00"	21.225	RM GIP FD	DP 1217062
D	139°26'00"	1.225	RM GIP FD	DP 1217062
E	139°26'00"	1.495	RM GIP FD	DP 1217062
F	90°19'00"	2.515	SSM 146996 FD	DP 1217062
G	294°53'00"	2.0	RM GIP FD	DP 594238

CONNECTIONS

SSM 6815 TO CNR.'F'
235°48'15" ~ 325.44 (BY SURVEY)

SSM 6815 TO SSM 23120
58°51'34" ~ 1423.374 (MGA GROUND)
58°51'30" ~ 1423.395 (BY SURVEY)

NOTES

GNSS WAS USED IN THE DERIVATION OF THIS SURVEY FOR ALL LENGTHS OVER 100m

SURVEYING & SPATIAL INFORMATION REGULATION, 2012 CLAUSES 35(1)(b), 61(2) AND 62

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSM 6815	290 394.878	6 236 455.722	B	2	SCIMS	FOUND
SSM 23120	289 176.451	6 235 719.545	C	3	SCIMS	FOUND
SSM 70644	288 231.908	6 237 449.011	B	2	SCIMS	FOUND
SSM 146996	290 123.114	6 236 272.850	D	4	CAD TRAV	FOUND
COMBINED SCALE FACTOR 1.000125						ZONE 56
SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS AT 1/08/2017						

Surveyor: WARREN RAYMOND SAUNDERS
Date of Survey: 07/08/2017
Surveyor's Ref: 317022.CC1.DP

PLAN OF SUBDIVISION OF LOT 1101 IN DP 1227458

LGA: CAMDEN
Locality: COBBITTY
Subdivision No: 14 2008.775.4
Lengths are in metres. Reduction Ratio: 1:6000

Registered: 1.11.2017

DP1231858 (E)

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

LINE 90 AMENDED & LINE 91 ADDED TO SCHEDULE OF SHORT LINES VIDE 2017-1460 7.11.2017

Req:R649802 /Doc:DP 1231858 P /Rev:08-Nov-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:16 /Seq:1 of 4
Ref:ashan /Src:P

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 1.11.2017

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1231858

PLAN OF SUBDIVISION OF LOT 1101 IN DP 1227458

LGA: CAMDEN

Locality: COBBITTY

Parish: COOK

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, SUGULE MOHAMED

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Accreditation number:~~ .....

Consent Authority: CAMDEN COUNCIL

Date of endorsement: 18/10/2017

Subdivision Certificate number: 14.2008.775.4

File number: DA/2008/775

*Strike through if inapplicable.

Survey Certificate

I, WARREN RAYMOND SAUNDERS

of GEOLYSE PTY LTD PO BOX 473 NARELLAN 2567

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

*(a) ~~The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on~~

*(b) The land shown in the plan excluding Part of Lot 501 was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 7th August 2017 The part not surveyed was compiled in accordance with that Regulation.

*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: ..... Dated: 30/08/17

Surveyor ID: 186

Datum Line: ^X ~ ^Y^

Type: *Urban/*Rural

The terrain is *Level-Undulating / *~~Steep-Mountainous~~.

*Strike through if inapplicable

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in the preparation of survey/compilation.

DP 1227458 DP 1193912

DP 1104369 DP 1218210

DP 1217062

DP 1216380

DP 1168651

DP 1199062

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 317022.CC1.DP

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Registered: 1.11.2017

Office Use Only

DP1231858

PLAN OF SUBDIVISION OF LOT 1101 IN DP 1227458

Subdivision Certificate number: 14:2008-775:4

Date of Endorsement: 18/10/2017

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.

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

1. RIGHT OF ACCESS 19 WIDE (Q)
2. EASEMENT FOR SERVICES 19 WIDE (R)

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
500	421D	THE NORTHERN	ROAD	COBBITTY
501	421C	THE NORTHERN	ROAD	COBBITTY

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 317022.CC1.DP

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 1.11.2017

Office Use Only

DP1231858

PLAN OF SUBDIVISION OF LOT 1101 IN DP 1227458

Subdivision Certificate number: 14.2008.775.4

Date of Endorsement: 18/10/2017

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.

Executed by McIntosh Bros. Pty Limited ABN 88 000 024 395 (In Liquidation)

By David Mansfield

Who states that his appointment as liquidator of McIntosh Bros. Pty Limited is valid and subsisting at the date of this document:

Signature of Liquidator

18/10/17

Date

Signature of Witness

Ruby Montilla

Name of Witness

Level 19, 60 Station Street
Parramatta NSW 2150

Address of Witness

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 317022.CC1.DP

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 Sections 88B and 88E Conveyancing Act 1919

Plan DP1231858

Plan of Subdivision of Lot 1101 in Deposited Plan 1227458 covered by Subdivision Certificate No. 14.2008.775.4
Dated: 18/10/2017

Full name and address of the Owners of the land

McIntosh Bros. Pty Limited (In Liquidation)
c/o David Mansfield (Liquidator Deloitte)
ABN 88 000 024 395
Level 19, 60 Station Street
PARRAMATTA NSW 2160

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	Right of Access 19 wide (Q)	Lot 501	Lot 500
2	Easement for Services 19 wide (R)	Lot 501	Lot 500

Part 2 (Terms)

1. **Name of person or authority empowered to release, vary or modify the Right of Access firstly referred to in the plan.**

McIntosh Bros. Pty Limited while it is the registered proprietor of Lot 500, thereafter the registered proprietor(s) of the lot benefited.

2. **Name of person or authority empowered to release, vary or modify the Easement for services secondly referred to in the plan.**

McIntosh Bros. Pty Limited while it is the registered proprietor of Lot 500, thereafter the registered proprietors of the lot benefited.

.....
Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 2 of 3)

Plan **DP1231858**

Plan of Subdivision of Lot 1101 in Deposited Plan 1227458 covered by Subdivision Certificate No. 14.2008.775.4
Dated: 18/10/2017

Executed by McIntosh Bros. Pty Limited ABN 88 000 024 395 (In Liquidation)

By David Mansfield

Who states that his appointment as liquidator of McIntosh Bros. Pty Limited is valid and subsisting at the date of this document:

[signature] 18/10/17

Signature of Liquidator Date

[signature]

Signature of Witness

Ruby Montilla

Name of Witness

Level 19, 60 Station Street
Parramatta NSW 2150

Address of Witness

[signature]

Council Authorised Person

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 3 of 3)

Plan DP1231858

Plan of Subdivision of Lot 1101 in Deposited Plan 1227458 covered by Subdivision Certificate No. 14.2008.775.4
Dated: 18/10/2017

Executed by **CAMDEN COUNCIL** by its Authorised Delegate pursuant to S.377 of the Local Government Act 1993 in the presence of:

Signature of Witness

Signature of Authorised Delegate

Peter Green
Print Name of Witness

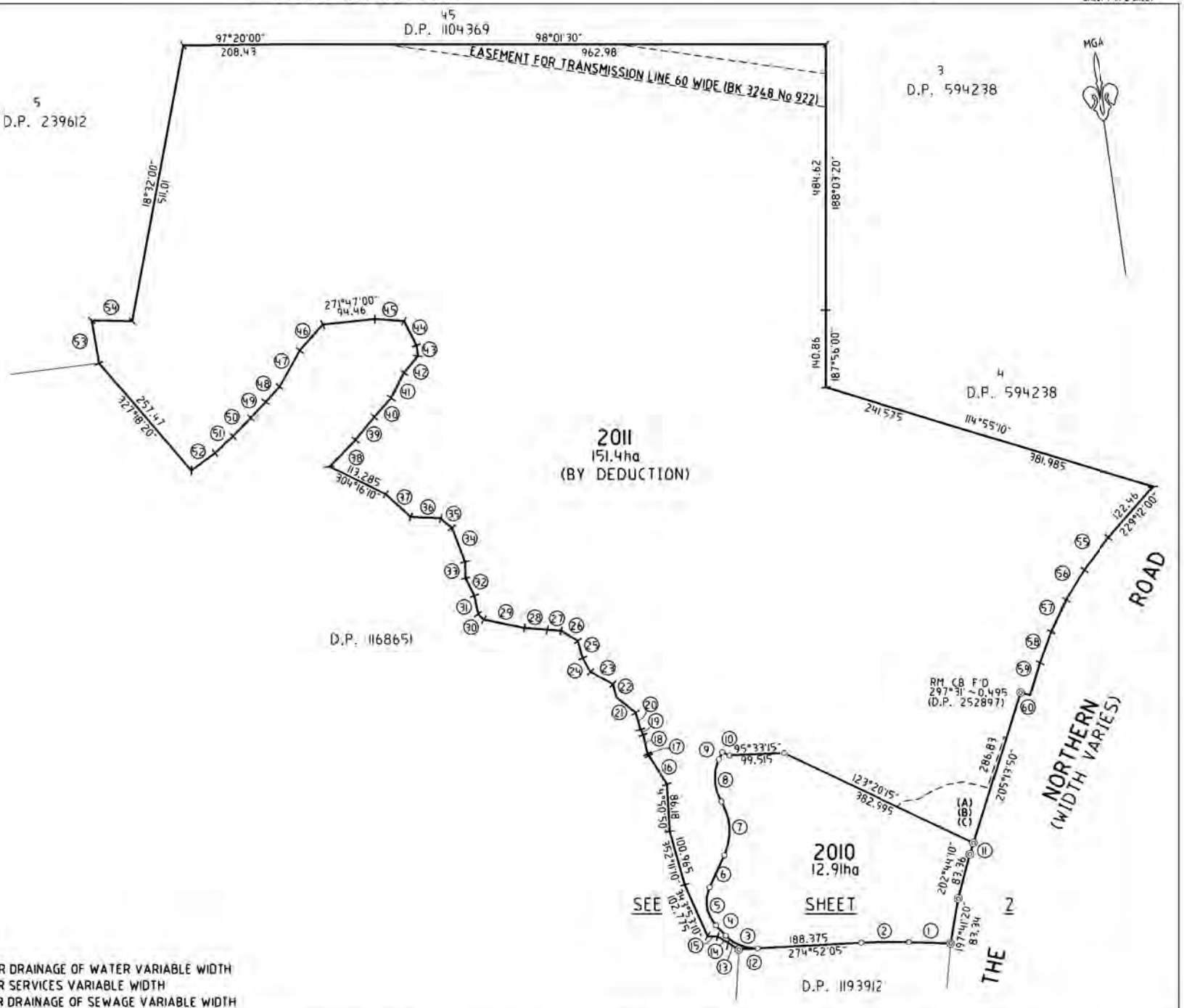
SUGULE MOHAMED
Name and Authorised Delegate
Team Leader Engineering Certification

70 Central Avenue Oran Park NSW
Address of Witness

REGISTERED 1.11.2017

SCHEDULE of SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	279°57'15"	75.76		
2	277°24'45"	88.735	88.765	1000
3	299°46'35"	62.925	64.95	74.7
4	144°41'05"	25.835		
5	358°36'45"	69.995	74.26	62.7
6	32°32'35"	64.615		
7	4°49'15"	97.965	101.895	105.3
8	4°43'45"	76.7	79.755	82.7
9	32°21'25"	14.495		
10	121°41'25"	14.4		
11	205°13'50"	21.715		
12	274°52'05"	34.685		
13	309°41'10"	21.9		
14	309°45'20"	22.71		
15	279°46'40"	18.575		
16	335°20'40"	61.585		
17	335°20'40"	4.18		
18	355°03'00"	35.695		
19	341°40'40"	10.56		
20	351°46'10"	32.225		
21	316°43'30"	44.44		
22	352°29'00"	25.41		
23	306°35'20"	46.38		
24	339°10'30"	28.985		
25	351°50'10"	32.06		
26	309°14'50"	35.45		
27	282°58'50"	23.945		
28	282°15'10"	42.24		
29	289°37'00"	75.62		
30	323°06'40"	14.74		
31	356°43'40"	33.705		
32	341°33'10"	35.925		
33	5°42'30"	30.02		
34	347°33'10"	66.495		
35	314°58'50"	27.91		
36	280°41'00"	54.79		
37	320°30'50"	61.42		
38	51°51'30"	67.35		
39	46°53'10"	54.445		
40	50°09'00"	45.845		
41	34°56'00"	51.81		
42	47°19'40"	39.795		
43	359°54'20"	19.315		
44	340°30'00"	49.64		
45	282°21'10"	53.035		
46	229°21'10"	62.8		
47	217°33'40"	75.365		
48	229°49'10"	38.06		
49	231°34'20"	39.585		
50	231°33'10"	46.725		
51	236°48'40"	45.805		
52	241°31'40"	53.51		
53	358°40'10"	79.245		
54	99°01'20"	73.075		
55	225°14'10"	74.285		
56	219°07'30"	63.865		
57	213°02'50"	64.265		
58	207°34'30"	60.075		
59	205°17'30"	62.225		
60	295°09'20"	18.11		



NOTE

(A) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(B) EASEMENT FOR SERVICES VARIABLE WIDTH
(C) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH

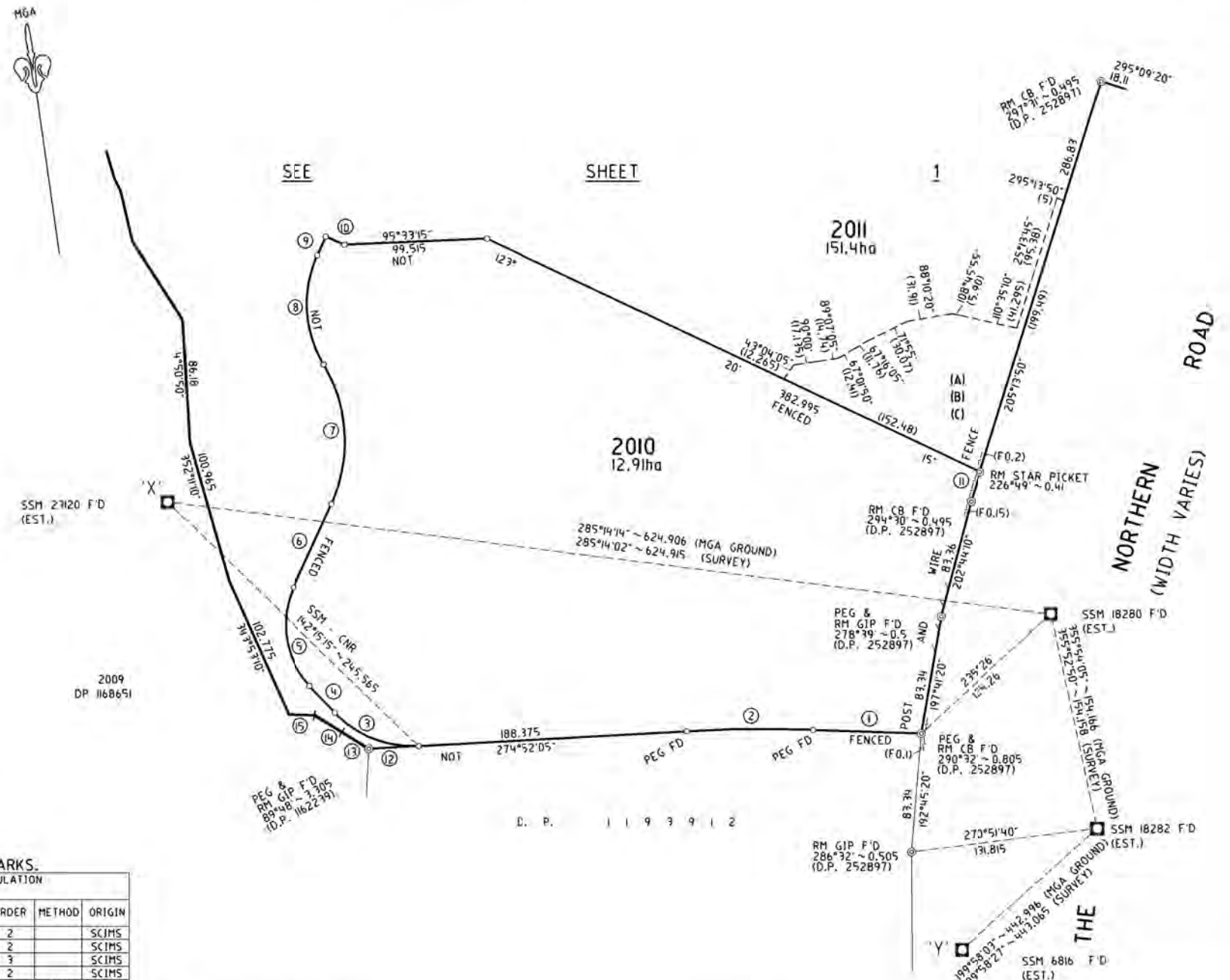
Surveyor: DANIEL JAMES HANNIGAN CALIBRE CONSULTING (NSW) P/L T: (02) 8808 5000 Date of Survey: 20/05/2015 Surveyor's Ref: X14118_DP1	PLAN OF SUBDIVISION OF LOT 2007 IN D.P. 1162239	LGA: CAMDEN Locality: COBBITTY Subdivision No. 14.2014.1170.1 Lengths are in metres. Reduction Ratio 1:5000	Registered 5.8.2015	D.P. 1209178

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

Req:R649805 /Doc:DP 1209178 P /Rev:05-Aug-2015 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:16 /Seq:1 of 5
Ref:ashan /Src:P InvertigoAX14118_DP-001.dwg

SCHEDULE of SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	279°57'15"	75.76		
2	277°24'45"	88.735	88.765	1000
3	299°46'35"	62.925	64.95	74.7
4	144°41'05"	25.835		
5	358°36'45"	69.995	74.26	62.7
6	32°32'35"	64.615		
7	4°49'15"	97.965	101.895	105.3
8	4°43'45"	76.7	79.755	82.7
9	32°21'25"	14.495		
10	121°41'25"	14.4		
11	205°13'50"	21.715		
12	274°52'05"	34.685		
13	309°41'10"	21.9		
14	309°45'20"	22.71		
15	279°46'40"	18.575		



DATUM LINE 'X' - 'Y'

SSM 23120 TO SSM 6816
147°47'16" ~ 867.973 (MGA GND)
867.975 (SURVEY)

M.G.A. TABLE
SCHEDULE OF PERMANENT MARKS.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CL61 (2)

MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSM 18280	289 779.472	6 235 555.288	B	2		SCIMS
SSM 18282	289 790.492	6 235 401.497	B	2		SCIMS
SSM 23120	289 176.459	6 235 719.545	C	3		SCIMS
SSM 6816	289 639.196	6 234 985.079	B	2		SCIMS
SOURCE : S.C.I.M.S. DATED 14 MAY 2015			ZONE:56		CSF 1.000125	

NOTE:
(A) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(B) EASEMENT FOR SERVICES VARIABLE WIDTH
(C) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH

Surveyor: DANIEL JAMES HANNIGAN, CALIBRE CONSULTING (NSW) P/L, T. (02) 8808 5000 Date of Survey: 20/05/2015 Surveyor's Ref: X14118_DP1	PLAN OF SUBDIVISION OF LOT 2007 IN D.P. 1162239	LGA: CAMDEN Locality: COBBITTY Subdivision No. 14.2014.1170.1 Lengths are in metres. Reduction Ratio 1:2000	Registered 5.8.2015	D.P. 1209178

Req:R649805 /Doc:DP 1209178 P /Rev:05-Aug-2015 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:16 /Seq:2 of 5
Ref:ashan /Src:P

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 5.8.2015

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1209178

PLAN OF SUBDIVISION OF LOT 2007 IN D.P. 1162239

LGA: CAMDEN

Locality: COBBITTY

Parish: COOK

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, Daniel Streater

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: DStreater

Accreditation number: —

Consent Authority: Camden Council

Date of endorsement: 10/7/2015

Subdivision Certificate number: 14.2014.1170.1

File number: DA/2014/1170/1

*Strike through if inapplicable.

Survey Certificate

I, DANIEL JAMES HANNIGAN

of CALIBRE CONSULTING (NSW) PTY LTD (PH: 02 8808 5000)

PO BOX 8300, BAULKHAM HILLS BC NSW 2153

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*~~(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on .....~~

*(b) The part of the land shown in the plan (*being/*~~excluding~~ ^ LOT 2010) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 20/05/2015 the part not surveyed was compiled in accordance with that Regulation.

*~~(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: ..... Dated: 20/05/2015

Surveyor ID: 1208

Datum Line: 'X' – 'Y'

Type: *Urban/*~~Rural~~

The terrain is *Level-Undulating / *~~Steep-Mountainous~~.

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/compilation.

DP252897, DP1162239, DP1168651, DP1174521

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: X14118_DP1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Registered: 5.8.2015

Office Use Only

DP1209178

PLAN OF SUBDIVISION OF

LOT 2007 IN D.P. 1162239

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

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

Subdivision Certificate number: 14.2014.1170.1

Date of Endorsement: 10/7/15

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE.

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

1. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (A)
2. EASEMENT FOR SERVICES VARIABLE WIDTH (B)
3. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (C).

.....

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: X14118_DP1

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 5.8.2015

Office Use Only

DP1209178

PLAN OF SUBDIVISION OF
LOT 2007 IN D.P. 1162239

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

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

Subdivision Certificate number: 14.2014.1170.1

Date of Endorsement: 10/7/15

Executed by McINTOSH BROS. PTY LIMITED)
(IN LIQUIDATION) by David Ian Mansfield and ~~Michael Ronald Parslow~~,)
who states that his appointment as liquidator)
of Mcintosh Bros. Pty Limited is valid and subsisting at the)
Date of this document:)

.....
Signature of Witness

.....
Signature of Liquidator

OWEN WALSH
.....
Name of Witness

DAVID IAN MANSFIELD.
~~MICHAEL RONALD PARSLOW~~
Name of Liquidator

2/24 FREDERICK ST
.....
NORTH BONDI NSW
.....
Address (Please Print)

.....
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: X14118_DP1

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 of the Conveyancing Act 1919.

LENGTHS ARE IN METRES

Plan: DP1209178 **Plan of Subdivision of Lot 2007 in DP 1162239 Covered by Subdivision Certificate No.** 14.2014.1170.1 **Dated** 10/07/2015

Full name and address of the owner of the land:

MCINTOSH BROS. PTY LIMITED
421 The Northern Road
COBBITTY NSW 2570

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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement For Drainage of Water Variable Width (A)	2011	2010
2.	Easement For Services Variable Width (B)	2011	2010
3.	Easement For Drainage of Sewage Variable Width (C)	2011	2010

Approved by The Camden Council .....
Authorised Person

LENGTHS ARE IN METRES

Plan: DP1209178

Plan of Subdivision of Lot 2007 in DP 1162239
Covered by Subdivision Certificate No. 14.2014.1170.1
Dated 10/07/2015

PART 2 (Terms)

1. **Terms of Easement numbered 1 in the plan:**

Terms of Easement For Drainage of Water as prescribed in Part 8 of Schedule 8 of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify the Easement numbered 1 in the plan. Camden Council

2. **Terms of Easement numbered 2 in the plan:**

Terms of Easement For Services as prescribed in Part 11 of Schedule 8 of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify the Easement numbered 2 in the plan. Camden Council

3. **Terms of Easement numbered 3 in the plan:**

Terms of Easement For Drainage of Sewage as prescribed in Part 7 of Schedule 8 of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify the Easement numbered 3 in the plan. Camden Council

Approved by Camden Council .....
Authorised Person

LENGTHS ARE IN METRES

Plan: DP1209178

Plan of Subdivision of Lot 2007 in DP 1162239
Covered by Subdivision Certificate No. 14.2014.1170.1
Dated 10/07/2015

PART 2 (Terms)
(Continued)

Executed by McINTOSH BROS. PTY LIMITED)
(IN LIQUIDATION) by ~~Michael Ronald Parslow~~, David Ian Mansfield)
who states that his appointment as liquidator)
of Mcintosh Bros. Pty Limited is valid and subsisting at the)
Date of this document:)

.....
Signature of Witness

.....
Signature of Liquidator

OWEN WALSH
Name of Witness

2/24 FREDERICK ST
NORTH BONDI NSW

DAVID IAN MANSFIELD
~~MICHAEL RONALD PARSLOW~~
Name of Liquidator

Approved by Camden Council .....
Authorised Person

REGISTERED 5.8.2015

Req:R649806 /Doc:DP 1218210 P /Rev:21-Sep-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:1 of 12
Ref:ashan /Src:P

SCHEDULE of CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	292°44'50"	21.025	21.145	57.2
2	25°33'50"	1.855	1.87	4
3	32°59'10"	2.505	2.505	12
4	120°33'10"	6.54	6.545	52.8
5	218°58'20"	53.695	53.79	260.2
7	40°47'20"	64.765	64.96	241.1
16	29°51'40"	11.2	11.205	119.7
17	23°51'40"	13.87	13.88	119.7
18	17°13'00"	13.87	13.88	119.7
19	10°34'20"	13.87	13.88	119.7
20	4°30'40"	11.435	11.44	119.7
21	99°14'30"	5.505	5.51	42.8
22	113°08'00"	15.165	15.245	42.8
23	208°08'50"	14.045	14.095	335.2
24	205°43'40"	14.265	14.265	335.2
25	203°17'20"	14.265	14.265	335.2
26	347°37'10"	13.14	13.145	119.7
27	340°47'10"	15.39	15.4	119.7

No.	BEARING	CHORD	ARC	RADIUS
28	337°21'10"	0.6	0.6	68.3
29	344°09'00"	15.575	15.61	68.3
30	356°01'20"	12.675	12.695	68.3
31	101°55'10"	11.705	11.73	52.8
32	26°48'00"	13.23	13.25	68.3
33	276°46'50"	2.875	2.875	67.2
34	282°51'30"	11.365	11.38	67.2
35	292°31'40"	11.29	11.305	67.2
36	300°43'30"	7.92	7.925	67.2
37	304°22'50"	0.36	0.36	37.2
38	232°59'20"	28.21	28.225	260.2
39	31°17'10"	15.01	15.01	241.1
40	29°25'30"	0.65	0.65	241.1
41	27°58'30"	15.155	15.155	316.1
42	25°24'50"	13.105	13.105	316.1
56	4°49'20"	97.965	101.895	105.3
57	4°43'50"	76.7	79.755	82.7

(A) EASEMENT TO DRAIN WATER 1.5 WIDE.
(B) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE.
(C) RESTRICTION ON THE USE OF LAND (NO.3) (SITE)
(C) POSITIVE COVENANT (NO.4) (SITE)

(D) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
(E) RESTRICTION ON THE USE OF LAND. (NO.6)
(F) RESTRICTION ON THE USE OF LAND. (NO.7)

BENSLEY ROAD

DIAGRAM 1:200

WAINWRIGHT (14.4 WIDE)

KEMP (14.4 WIDE)

BENSLEY (14.4 WIDE)

HOLZ (8 WIDE) ROAD

HILL (19.1 WIDE)

DRIVE

OLIVE

SHEET 3 ADJOINS

SHEET 2 ADJOINS

SHEET 3 ADJOINS

1011 DP 1227458

Surveyor: Vincent J Kennedy Date of Survey: 30 June 2017 Surveyor's Ref: 1411-Stage 10	PLAN OF SUBDIVISION OF LOT 898 IN DP1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458
LGA: Camden Locality: Cobbitty Subdivision No: 14.2015.1032.1 Lengths are in metres. Reduction Ratio 1:500	Registered 21.09.2017
DP1218210	

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

(A) EASEMENT TO DRAIN WATER 1.5 WIDE.
(B) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE.
(G) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1218208)
(H) RESTRICTION ON THE USE OF LAND (DP1218208) (NO.6)

SCHEDULE of CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	292°44'50"	21.025	21.145	57.2
5	218°58'20"	53.695	53.79	260.2
6	53°17'30"	23.59	23.6	241.1
7	48°47'20"	64.765	64.96	241.1
22	113°08'00"	15.165	15.245	42.8
37	304°22'50"	0.36	0.36	37.2
38	232°59'20"	28.21	28.225	260.2
39	31°17'10"	15.01	15.01	241.1
40	29°25'30"	0.65	0.65	241.1
43	204°49'50"	11.52	11.52	157.2
44	209°13'50"	12.615	12.62	157.2
45	31°14'10"	1.46	1.46	142.8
46	27°28'20"	17.3	17.31	142.8
47	23°21'50"	3.16	3.16	142.8
50	205°43'00"	3.225	3.23	37.2
51	77°26'00"	11.205	12.5	7.8
52	302°28'30"	5.805	5.805	192.8
53	122°54'30"	3.095	3.095	207.2

SHEET 4 ADJOINS

SHEET 1 ADJOINS

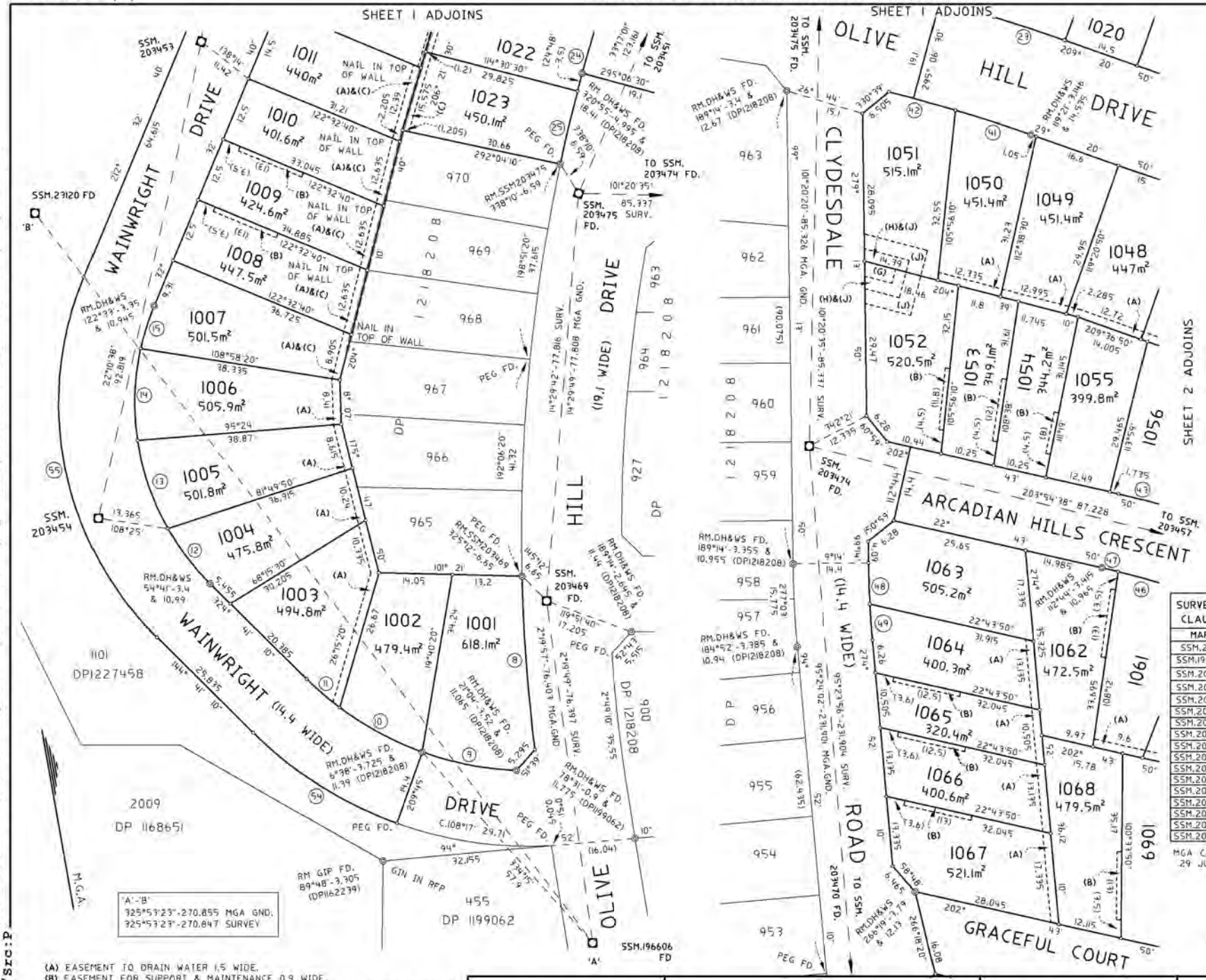
SHEET 3 ADJOINS

(J) RESTRICTION ON THE USE OF LAND (DP1218208) (NO.7)
(K) EASEMENT TO DRAIN WATER 1.5 WIDE (DP1218208)
(L) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE (DP1218208)

Surveyor: Vincent J Kennedy Date of Survey: 30 June 2017 Surveyor's Ref: 1411-Stage 10	PLAN OF SUBDIVISION OF LOT 898 IN DP1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458	LGA: Camden Locality: Cobbitty Subdivision No: 14.2015.1032.1 Lengths are in metres. Reduction Ratio 1:500	Registered 21.09.2017	DP1218210

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

Req:R649806 /Doc:DP 1218210 P /Rev:21-Sep-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:2 of 12
Ref:ashan /Src:P



SCHEDULE of CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
8	185°44'30"	33.07	33.085	335.2
9	291°03'50"	18.22	18.29	60.3
10	308°17'10"	17.895	17.96	60.3
11	320°45'20"	8.27	8.28	60.3
12	332°32'00"	13.195	13.235	48.3
13	350°57'20"	17.72	17.82	48.3
14	11°58'00"	17.515	17.61	48.3
15	27°29'00"	8.53	8.54	48.3
23	208°08'50"	14.045	14.045	335.2
24	205°43'40"	14.265	14.265	335.2
25	203°17'20"	14.265	14.265	335.2
41	27°58'30"	15.155	15.155	316.1
42	25°24'50"	13.105	13.105	316.1
43	204°49'50"	11.52	11.52	157.2
46	27°28'20"	17.3	17.31	142.8
47	23°21'50"	3.16	3.16	142.8
48	278°04'00"	7.845	7.845	192.8
49	275°53'10"	6.835	6.835	192.8
54	312°13'10"	32.25	32.505	74.7
55	358°36'50"	69.995	74.26	62.7

SURVEYING & SPATIAL INFORMATION REGULATION, 2012 CLAUSE 35(1)(b) & CLAUSE 61(2) M.G.A. CO-ORDINATES

MARK	EASTING	NORTHING	CL.	ORD.	METHOD	ORIGIN
SSM.23120	289176.459	6235719.545	C	3		SCIMS
SSM.196606	289328.37	6235495.26	D	4		SCIMS
SSM.203468	289690.04	6235654.70	D	4		SCIMS
SSM.203469	289331.48	6235571.61	D	4		SCIMS
SSM.203470	289665.54	6235608.34	D	4		SCIMS
SSM.203474	289434.64	6235630.17	D	4		SCIMS
SSM.203475	289350.96	6235646.95	D	4		SCIMS
SSM.203451	289418.54	6235749.89	D	4	CAD.TRAV.	PLD
SSM.203452	289309.65	6235770.18	D	4	CAD.TRAV.	PLD
SSM.203453	289285.27	6235687.87	D	4	CAD.TRAV.	PLD
SSM.203454	289250.23	6235601.92	D	4	CAD.TRAV.	PLD
SSM.203455	289297.59	6235850.10	D	4	CAD.TRAV.	PLD
SSM.203456	289514.88	6235769.99	D	4	CAD.TRAV.	PLD
SSM.203457	289469.98	6235709.89	D	4	CAD.TRAV.	PLD
SSM.203458	289571.68	6235733.44	D	4	CAD.TRAV.	PLD
SSM.203466	289415.74	6235834.64	D	4	CAD.TRAV.	PLD
SSM.203467	289464.12	6235802.45	D	4	CAD.TRAV.	PLD

MGA CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS 29 JUNE 2017 COMBINED SCALE FACTOR=1.000125 ZONE 56

(A) EASEMENT TO DRAIN WATER 1.5 WIDE.
(B) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE.
(C) RESTRICTION ON THE USE OF LAND & POSITIVE COVENANT (NO.3) (NO.4) (SITE)
(G) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1218208)
(H) RESTRICTION ON THE USE OF LAND (DP1218208) (NO.6)
(J) RESTRICTION ON THE USE OF LAND (DP1218208) (NO.7)

Surveyor: Vincent J Kennedy
Date of Survey: 30 June 2017
Surveyor's Ref: 1411-Stage 10

PLAN OF SUBDIVISION OF LOT 898 IN DP1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458

LGA: Camden
Locality: Cobbitty
Subdivision No: 14.2015.1032.1
Lengths are in metres. Reduction Ratio 1:500

Registered 21.09.2017

DP1218210

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

Req:R649806 /Doc:DP 1218210 P /Rev:21-Sep-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:3 of 12
Ref:ashan /Src:P

Req:R649806 /Doc:DP 1218210 P /Rev:21-Sep-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:4 of 12
Ref:ashan /Src:P

(M) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1209178)
(N) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1209178)
(P) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DP1209178)
(Q) POSITIVE COVENANT (AK951831)
(R) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH

PEG FD. RM.GIP FD. 116°22'-6.01 (DP1217062)

206° (123.31)

110°39'10" 37.05

108°45'55" 5.9

88° 10' 31.91

20'

50' (39.28)

(M) (N) (P)

THE NORTHERN ROAD (VARIABLE WIDTH)

PEG FD. RM.GIP FD. N 3°16'-0.965 (DP1217062)

5'

295°14' PEG FD.

207°01'20" 16.005

DP1217062

104

202° 07' 18.03

PEG FD. RM.GIP FD. 106°50'-1.975 (DP1217062)

115°14' 6' PEG FD.

199°20'00" 29.875

PEG FD. RM GIP FD. NOW GONE 100°09'-6.495 (DP1217062)

10' 5.5

PEG FD. RM STR PK 270° 226°49'-0.41 (DP1209178)

72° 55' 38.07

88° 07' 05" 67° 18' 05" 4.76

50' 67° 01' 12.41

89° 07' 05" 67° 14.74

40° 00' 17.195

43°04'05" 12.265

303°

1101
DP 1227458

M.G.A.

(M) (N) (P) (Q) (R)

20' (146.985)

1079 1080 1081 1082 1083 1084 1085 1086 1087

SHEET 2 ADJOINS

DP 1218208

976 977 978 979

926 925 924

THOROUGHBRED DRIVE

ARCADIAN HILLS CRESCENT

Surveyor: Vincent J Kennedy Date of Survey: 30 June 2017 Surveyor's Ref: 1411-Stage 10	PLAN OF SUBDIVISION OF LOT 898 IN DP1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458	LGA: Camden Locality: Cobbitty Subdivision No: 14.2015.1032.1 Lengths are in metres. Reduction Ratio 1:500	Registered 21.09.2017	DP1218210

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

PLAN FORM 6 (2012)WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 8 sheet(s)

Office Use Only

Registered: 21.09.2017

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

LGA: Camden

Locality: Cobbitty

Parish: Cook

County: Cumberland

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, Daniel Streater

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Accreditation number~~: .....

Consent Authority: Camden Council

Date of endorsement: 8.8.2017

Subdivision Certificate number: 14.2015.1032.1

File number: DA/2015/1032

*Strike through if inapplicable.

Survey Certificate

I, Vincent J Kennedy of Youdale Strudwick & Co. Pty Ltd, Suite 4, 114 Hampden Road, Artarmon NSW 2064.

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 30 June 2017.

~~*(b) The part of the land shown in the plan (*being/*excluding ^ .....) 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.~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: ..... Dated: 30 June 2017

Surveyor ID:8366

Datum Line: A-B

Type: *Urban/~~*Rural~~

The terrain is*Level-Undulating / ~~*Steep-Mountainous.~~

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

IT IS INTENDED TO DEDICATE BENSLEY ROAD, KEMP ROAD, HOLZ ROAD, GRACEFUL COURT AND SHETLAND STREET TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE THE EXTENSIONS OF OLIVE HILL DRIVE, ARCADIAN HILLS CRESCENT AND WAINWRIGHT DRIVE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 1000 TO THE PUBLIC AS PUBLIC RESERVE.

Plans used in the preparation of survey/~~compilation.~~

DP1218208, DP1162239, DP1199062, DP1227458, DP1209178, DP1217062.

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference:1411-Stage 10

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 8 sheet(s)

Office Use Only

Registered: 21.09.2017

Office Use Only

DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 5.5.2017

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.

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (B)
3. RESTRICTION ON THE USE OF LAND (C)
4. POSITIVE COVENANT (C)
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D)
6. RESTRICTION ON THE USE OF LAND (E)
7. RESTRICTION ON THE USE OF LAND (F)
8. RESTRICTION ON THE USE OF LAND
9. POSITIVE COVENANT
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (R)

IT IS INTENDED TO RELEASE;

1. EASEMENT FOR UNDERGROUND CABLES 14.4 WIDE AND VARIABLE CREATED BY DP1218208
2. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE CREATED BY DP1218208
3. EASEMENT TO DRAIN WATER 1.5 WIDE CREATED BY DP1218208
4. EASEMENT TO DRAIN WATER 1.5 WIDE CREATED BY DP1218208
5. EASEMENT FOR THE DRAINAGE OF WATER VARIABLE WIDTH CREATED BY DP1209178 (PARTIAL)
6. EASEMENT FOR SERVICES VARIABLE WIDTH CREATED BY DP1209178 (PARTIAL)
7. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH CREATED BY DP1209178 (PARTIAL)

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No. 223 who declares that he has no notice of revocation of same in the presence of;

Signature of Witness

Signature of Attorney

PAUL TARASENKO
Name of Witness

GEORGE DINIAKOS
Name of Attorney

LEVEL 3
11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153
Address of Witness

Surveyor's Reference:1411-Stage 10

Council Authorised Person

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 8 sheet(s)

Office Use Only

Registered: 21.09.2017

Office Use Only

DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 8.8.2017

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.

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No.765

Aaron Lind
Director
of Commonwealth Bank of Australia

Name of Attorney | Signature of Attorney | 14 AUG 2017 Date

Signature of Witness

Joanna Judd
Executive Assistant
Commonwealth Bank of Australia

Name of Witness

Level 21, 727 Collins Street
Melbourne VIC 3008

Address of Witness

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 10

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 8 sheet(s)

Office Use Only

Registered: 21.09.2017

Office Use Only

DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

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

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

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 8.8.2017

Executed by McIntosh Bros. Pty. Limited (In Liquidation) ACN 000 024395

By: David Ian Mansfield

Who states that his appointment as liquidator of McIntosh Bros. Pty. Limited is valid and subsisting at the date of this document:

..... 11/8/17

Signature of Liquidator Date

.....

Signature of Witness

MATHEW BOR

Name of Witness

LVL 19/60 STATION STREET PARRAMATTA NSW 2150

Address of Witness

.....

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 10

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.09.2017

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DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

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

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

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 8.8.2017

The Surveying & Spatial Information Regulation 2012, Clause 60 (c).

Lot	House No.	Street Name	Street Type	Suburb
997	67	Olive Hill	Drive	Cobbitty
998	2	Shetland	Street	Cobbitty
999	12	Arcadian Hills	Crescent	Cobbitty
1000	86	Olive Hill	Drive	Cobbitty
1001	2	Wainwright	Drive	Cobbitty
1002	4	Wainwright	Drive	Cobbitty
1003	6	Wainwright	Drive	Cobbitty
1004	8	Wainwright	Drive	Cobbitty
1005	10	Wainwright	Drive	Cobbitty
1006	12	Wainwright	Drive	Cobbitty
1007	14	Wainwright	Drive	Cobbitty
1008	16	Wainwright	Drive	Cobbitty
1009	18	Wainwright	Drive	Cobbitty
1010	20	Wainwright	Drive	Cobbitty
1011	22	Wainwright	Drive	Cobbitty
1012	24	Wainwright	Drive	Cobbitty
1013	26	Wainwright	Drive	Cobbitty
1014	28	Wainwright	Drive	Cobbitty
1015	30	Wainwright	Drive	Cobbitty
1016	32	Wainwright	Drive	Cobbitty
1017	3	Kemp	Road	Cobbitty
1018	1	Kemp	Road	Cobbitty
1019	63	Olive Hill	Drive	Cobbitty
1020	61	Olive Hill	Drive	Cobbitty
1021	59	Olive Hill	Drive	Cobbitty
1022	57	Olive Hill	Drive	Cobbitty
1023	55	Olive Hill	Drive	Cobbitty

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 10

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 8 sheet(s)

Office Use Only

Registered: 21.09.2017

Office Use Only

DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

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

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

Subdivision Certificate number: 14-2015-1032-1

Date of Endorsement: 8-8-2017

The Surveying & Spatial Information Regulation 2012, Clause 60 (c).

1024	4	Kemp	Road	Cobbitty
1025	6	Kemp	Road	Cobbitty
1026	34	Wainwright	Drive	Cobbitty
1027	36	Wainwright	Drive	Cobbitty
1028	38	Wainwright	Drive	Cobbitty
1029	40	Wainwright	Drive	Cobbitty
1030	9	Bensley	Road	Cobbitty
1031	7	Bensley	Road	Cobbitty
1032	5	Bensley	Road	Cobbitty
1033	3	Bensley	Road	Cobbitty
1034	22	Bensley	Road	Cobbitty
1035	20	Bensley	Road	Cobbitty
1036	18	Bensley	Road	Cobbitty
1037	16	Bensley	Road	Cobbitty
1038	14	Bensley	Road	Cobbitty
1039	12	Bensley	Road	Cobbitty
1040	10	Bensley	Road	Cobbitty
1041	8	Bensley	Road	Cobbitty
1042	6	Bensley	Road	Cobbitty
1043	4	Bensley	Road	Cobbitty
1044	2	Bensley	Road	Cobbitty
1045	84	Olive Hill	Drive	Cobbitty
1046	82	Olive Hill	Drive	Cobbitty
1047	80	Olive Hill	Drive	Cobbitty
1048	78	Olive Hill	Drive	Cobbitty
1049	76	Olive Hill	Drive	Cobbitty
1050	74	Olive Hill	Drive	Cobbitty
1051	72	Olive Hill	Drive	Cobbitty
1052	1	Arcadian Hills	Crescent	Cobbitty

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 10

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.09.2017

Office Use Only

DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

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

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

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 8.8.2017

The Surveying & Spatial Information Regulation 2012, Clause 60 (c).

1053	3	Arcadian Hills	Crescent	Cobbitty
1054	5	Arcadian Hills	Crescent	Cobbitty
1055	7	Arcadian Hills	Crescent	Cobbitty
1056	9	Arcadian Hills	Crescent	Cobbitty
1057	11	Arcadian Hills	Crescent	Cobbitty
1058	13	Arcadian Hills	Crescent	Cobbitty
1059	10	Arcadian Hills	Crescent	Cobbitty
1060	8	Arcadian Hills	Crescent	Cobbitty
1061	6	Arcadian Hills	Crescent	Cobbitty
1062	4	Arcadian Hills	Crescent	Cobbitty
1063	6	Clydesdale	Road	Cobbitty
1064	8	Clydesdale	Road	Cobbitty
1065	10	Clydesdale	Road	Cobbitty
1066	12	Clydesdale	Road	Cobbitty
1067	14	Clydesdale	Road	Cobbitty
1068	3	Graceful	Court	Cobbitty
1069	5	Graceful	Court	Cobbitty
1070	7	Graceful	Court	Cobbitty
1071	9	Graceful	Court	Cobbitty
1072	11	Graceful	Court	Cobbitty
1073	13	Graceful	Court	Cobbitty

.....
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 10

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.09.2017

Office Use Only

DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 8.8.2017

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.

The Surveying & Spatial Information Regulation 2012, Clause 60 (c).

1074	14	Arcadian Hills	Crescent	Cobbitty
1075	17	Arcadian Hills	Crescent	Cobbitty
1076	19	Arcadian Hills	Crescent	Cobbitty
1077	21	Arcadian Hills	Crescent	Cobbitty
1078	23	Arcadian Hills	Crescent	Cobbitty
1079	25	Arcadian Hills	Crescent	Cobbitty
1080	27	Arcadian Hills	Crescent	Cobbitty
1081	29	Arcadian Hills	Crescent	Cobbitty
1082	31	Arcadian Hills	Crescent	Cobbitty
1083	33	Arcadian Hills	Crescent	Cobbitty
1084	35	Arcadian Hills	Crescent	Cobbitty
1085	37	Arcadian Hills	Crescent	Cobbitty
1086	39	Arcadian Hills	Crescent	Cobbitty
1087	41	Arcadian Hills	Crescent	Cobbitty
1088	7	Pinto	Avenue	Cobbitty
1089	10	Graceful	Court	Cobbitty
1090	8	Graceful	Court	Cobbitty
1091	6	Graceful	Court	Cobbitty
1092	4	Graceful	Court	Cobbitty
1093	16	Clydesdale	Road	Cobbitty

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 10

ePlan

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

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14. 2015.1032.1
AVJennings Properties Limited.
Level 3, 11-13 Brookhollow Avenue
Baulkham Hills NSW 2153
ABN 50 004 601 503

Full name and address of the owner of the land: McIntosh Bros. PTY. LIMITED
421 The Northern Road
Cobbitty NSW 2570

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	999	1059, 1060, 1061, 1062.
		1003	1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012.
		1004	1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012.
		1005	1006, 1007, 1008, 1009, 1010, 1011, 1012.
		1006	1007, 1008, 1009, 1010, 1011, 1012.
		1007	1008, 1009, 1010, 1011, 1012.
		1008	1009, 1010, 1011, 1012.
		1009	1010, 1011, 1012.
		1010	1011, 1012.
		1011	1012.
		1014	1013.
		1015	1014, 1013.
		1016	1015, 1014, 1013.
		1026	1027, 1028.
		1027	1028.
		1031	1030.
		1032	1031, 1030.
		1033	1032, 1031, 1030.
		1045	1046, 1047, 1048, 1049, 1050, 1051.
		1046	1047, 1048, 1049, 1050, 1051.
		1047	1048, 1049, 1050, 1051.
		1048	1049, 1050, 1051.
		1049	1050, 1051.
		1050	1051.
		1058	1045, 1046, 1047, 1048, 1049, 1050, 1051.
		1059	1060, 1061, 1062.
		1060	1061, 1062.
		1061	1062.

Council Authorised Person

ePlan

(Sheet 2 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14. 2015.1032.1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	1064	1063.
		1065	1064, 1063.
		1066	1065, 1064, 1063.
		1067	1066, 1065, 1064, 1063.
		1073	999, 1059, 1060, 1061, 1062.
		1078	1077.
		1079	1078, 1077.
		1080	1079, 1078, 1077.
		1081	1080, 1079, 1078, 1077.
		1082	1081, 1080, 1079, 1078, 1077.
		1083	1082, 1081, 1080, 1079, 1078, 1077.
		1084	1083, 1082, 1081, 1080, 1079, 1078, 1077.
		1086	1085.
		1087	1086, 1085.
		1089	1090, 1091, 1092, 1093, 971/1218208.
		1090	1091, 1092, 1093, 971/1218208.
		1091	1092, 1093, 971/1218208.
		1092	1093, 971/1218208.
2	Easement for Support & Maintenance 0.9 wide (B)	1008	1009.
		1009	1010.
		1037	1036.
		1039	1038.
		1040	1039.
		1043	1042.
		1044	1043.
		1052	1053.
		1053	1054.
		1054	1055.
		1060	1059.
		1061	1060.
		1062	1061.
		1065	1064.
		1066	1065.
		1067	1066.
		1068	1069.
		1069	1070.
		1070	1071.
		1071	1072.

Council Authorised Person

ePlan

(Sheet 3 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1

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:
2	Easement for Support & Maintenance 0.9 wide (B)	1076 1077 1079 1080 1081 1082 1083 1084 1085 1086 1087 1092	1075. 1076. 1078. 1079. 1080. 1081. 1082. 1083. 1084. 1085. 1086. 1091.
3	Restriction on the use of land (C)	1007 to 1017 incl. and 1019 to 1023 incl.	Camden Council
4	Positive Covenant (C)	1007 to 1017 incl. and 1019 to 1023 incl.	Camden Council
5	Easement for Padmount Substation 2.75 wide (D)	1029	Endeavour Energy
6	Restriction on the use of land (E)	Part of 1029 & 1030.	Endeavour Energy
7	Restriction on the use of land (F)	Part of 1029 & 1030.	Endeavour Energy
8	Restriction on the use of land	997, 998, 1001, 1018 to 1023 incl, 1043 to 1051 incl.	Camden Council
9	Positive Covenant	998, 1001, 1018, 1044	Camden Council
10	Restriction on the use of land	Each and every lot	Camden Council
11	Restriction on the use of land	Each and every lot	Each and every other lot
12	Easement for Drainage of Water variable width (R)	1101/1227458	Camden Council

Council Authorised Person

ePlan

(Sheet 4 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1

PART 1A

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	Easement for Underground Cables 14.4 wide and variable created by DP1218208	898/1218208	Endeavour Energy
2	Easement for Support and Maintenance 0.9 wide created by DP1218208 (Partial)	976/1218208	Each and every lot except lot 1087. Bensley Road, Kemp Road, Holz Road, Graceful Court, Shetland Street, Olive Hill Drive, Arcadian Hills Crescent & Wainwright Drive.
3	Easement to Drain Water 1.5 wide created by DP1218208 (Partial)	976/1218208, 977/1218208, 978/1218208, 979/1218208.	Each and every lot except lots 1085 to 1087 inclusive, Bensley Road, Kemp Road, Holz Road, Graceful Court, Shetland Street, Olive Hill Drive, Arcadian Hills Crescent & Wainwright Drive.
4	Easement to Drain Water 1.5 wide created by DP1218208 (Partial)	971/1218208,	Each and every lot except lots 1093, Bensley Road, Kemp Road, Holz Road, Graceful Court, Shetland Street, Olive Hill Drive, Arcadian Hills Crescent & Wainwright Drive.
5	Easement for Drainage of Water variable width created by DP1209178 (Partial)	1101/1227458	898/1218208
6	Easement for Services variable width created by DP1209178 (Partial)	1101/1227458	898/1218208
7	Easement for Drainage of Sewage variable width created by DP1209178 (Partial)	1101/1227458	898/1218208

PART 2

Terms of the Easement for Support & Maintenance 0.9 wide secondly referred to in the abovementioned plan.

Full and free right and liberty to have the building or any part thereof or any structure appurtenant thereto erected on the dominant tenement supported, upheld and maintained

Council Authorised Person

ePlan

(Sheet 5 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1

by the soil or any structure erected in that portion of the servient tenement designated (B) in the abovementioned plan, together with the full and free right for the registered proprietor for the time being of the dominant tenement and every person authorised by him or her to

enter upon that portion of the servient tenement with any tools, implements or machinery necessary and to remain there for any reasonable time for the purpose of repairing or maintaining any part of the soil or any structures erected in that portion of the servient tenement which has deteriorated or decayed or has been allowed to deteriorate or decay to the extent that the nature of the support has been affected and the registered proprietor for the time being of the servient tenement agrees that he or she will not use or permit to be used that portion of the servient tenement in any manner or for any purpose which may affect or have tendency to affect the stability of the soil or any structures erected in that portion of the servient tenement.

Terms of the Restriction on the Use of Land thirdly referred to in the abovementioned plan.

1. The registered proprietor of the lot hereby burdened must not, or allow any person to, alter, remove or destroy any part of the retaining wall including any soil, planting or fencing associated with the retaining wall within the area designated (C) in the abovementioned plan without the prior written approval of Camden Council.

2. No buildings or structures shall be permitted to be constructed within, on or over the area designated (C) in the abovementioned plan.

Terms of the Positive Covenant fourthly referred to in the abovementioned plan.

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the retaining wall and any associated fencing in good order within, on or over the area designated (C) in the abovementioned plan.

Terms of the Easement for Padmount Substation 2.75 wide fifthly referred to in the abovementioned plan.

An Easement for Padmount Substation designated (D) as set out in Memorandum AK104621 filed at Land and Property Information New South Wales.

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Council Authorised Person

ePlan

(Sheet 6 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1

Terms of the Restriction on the Use of Land (E) sixthly referred to in the abovementioned plan.

1.0 Definitions:

1.1 **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.

1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 **erect** includes construct, install, build and maintain.

1.4 **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 metres 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 firefighting systems such as automatic sprinklers.

4.0 Lessee of Endeavour Energy'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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

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Council Authorised Person

ePlan

(Sheet 7 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1

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 Endeavour Energy.

Terms of the Restriction on the Use of Land (F) seventhly referred to in the 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 Endeavour Energy's 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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sub-lessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

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 Endeavour Energy.

Council Authorised Person

ePlan

(Sheet 8 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1

Terms of the Restriction on the Use of Land eighthly referred to in the abovementioned plan.

No dwelling shall be constructed on the land hereby burdened unless architectural noise controls, alternative ventilation and construction requirements are in accordance with the following Table A "Summary of architectural treatments required depending on glazing orientation" and Table B "Treatment Type and Associated Requirements" as generally outlined in Rp001 2015039SY Arcadian Hills Traffic Noise Impact Assessment, dated 29 May 2015, amendment R02 dated 19 August 2015, Memo Mm 001 dated 28 October 2015 and Memo Mm 02 20150395SY dated 22 September 2016 prepared by Marshal Day Acoustics.

Table A: Summary of architectural treatments required depending on glazing orientation.

LOT	Ground floor glazing orientation.			
	North	**East**	**South**	**West**
997	A	D	A	
998			A	D
1001		A	A	
1018	A	A		
1019 to 1023 incl.	A	D	A	
1044		A	C	
1045 to 1051 incl.	A		A	D

LOT	First floor glazing orientation.			
	North	**East**	**South**	**West**
997	C	D	C	
998	C		C	D
1001	D	D	D	
1018	D	D	C	
1019 to 1023 incl.	C	D	C	
1043			A	
1044	C	D	D	
1045 to 1051 incl.	C		C	D

Council Authorised Person

ePlan

(Sheet 9 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1

Table B: Treatment type and associated requirements

Treatment type	Glazing requirement	Mechanical ventilation requirement	External door requirement
A	Standard Glazing.	Bedrooms only.	Standard external solid core doors.
B	Standard Glazing.	Bedrooms & Living areas.	Standard external solid core doors.
C	Bedroom: Rw30, min 6.38mm laminated. Living areas: Standard glazing.	Bedrooms & Living areas.	Bedroom: Rw 30 door system. Living: Standard external solid core doors.
D	Bedroom: Rw32, min 8.38mm laminated. Living areas: Rw30, min 6.38mm laminated.	Bedrooms & Living areas.	Bedroom: Rw32 door system. Living: Rw30 door system.

The internal noise levels contained within the current Oran Park DCP must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.

Consultation with a mechanical engineer to ensure compliance with the Building Code of Australia and AS1668 may be required. Compliance with the above is to be demonstrated for each dwelling application on the affected lots.

Council Authorised Person

ePlan

(Sheet 10 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1

Terms of Positive Covenant ninthly referred to in the abovementioned plan.

The registered proprietor of the lots hereby burdened covenants with Council to construct and maintain in good condition at all times, a 1.8 metre high acoustic rated fence as follows;

1. for lot 998 – part of the Western boundary and part of the Northern boundary,
2. for lot 1001 – all of the northern boundary and part of the eastern boundary,
3. for lot 1018 – all of the of the southern boundary and part of the south eastern boundary,
4. for lot 1044 –all of the northern boundary and part of the south eastern boundary.

The fences should be located consistent with the plan titled *"Olive Hill Drive Peak Hour 1.8m Barriers Ground level"* identified in the Rp001 2015039SY Arcadian Hills Traffic Noise Impact Assessment, dated 29 May 2015, amendment R02 dated 19 August 2015, Memo Mm001 dated 28 October 2015 and Memo Mm 02 20150395SY dated 22 September 2016 prepared by Marshal Day Acoustics.

The fence/s are to be constructed of either: double lapped and capped timber ensuring a 30mm continuous thickness, masonry, or aerated concrete

Terms of the Restriction on the Use of Land tenthly referred to in the abovementioned plan.

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan in the report titled "Report on Salinity Investigation and Management Plan: Proposed Residential Subdivision Stages 9 and 10 Arcadian Hills 2 The Northern Road Cobbitty" prepared by Douglas Partners, project 34281.23, dated June 2015.

Terms of Restriction on the Use of Land eleventhly referred to in the abovementioned plan.

For as long as AVJennings Properties Limited or its nominated successors is the registered proprietor of adjacent land, AVJennings Properties Limited will have no liability to contribute to the cost of any boundary fencing or to carry out any fencing work.

.....
Council Authorised Person

ePlan

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1

Name of person or authority empowered to release, vary or modify the Easements, Positive Covenants or Restrictions on the Use of Land firstly, secondly, thirdly, fourthly, eighthly, ninthly and tenthly, referred to in the abovementioned plan.

Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Name of person or authority empowered to release, vary or modify the Easements and Restrictions on the Use of Land fifthly, sixthly and seventhly referred to in the abovementioned plan.

Endeavour Energy. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Name of person or authority empowered to release, vary or modify the Restrictions on the Use of Land eleventhly referred to in the abovementioned plan.

AVJennings Properties Limited. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No.223 who declares that he has no notice of revocation of same in the presence of;

Signature of Witness ..... Signature of Attorney

PAUL TARASENKO ..... GEORGE DINAKOS.

Name of Witness Name of Attorney

LEVEL 3
11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153

Address of Witness

Execution by Camden Council:

Signature: .....

Signed by: Daniel Streater

Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.

Authority of Officer: Manager - Certification

Witness Signature: .....

Name of Witness: Sujle Mohamed

Address of Witness: 70 Central Ave Oran Park NSW 2570

.....

Council Authorised Person

ePlan

(Sheet 12 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to Power of Attorney Book ~~4693~~ 4705 No ~~329~~ 566 in the presence of:

.....
Signature of witness

NATASHA ISSAC
Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

.....
Signature of attorney

Name: HELEN SMITH

Position: MANAGER PROPERTY & FLEET

Date of execution: 13 JUNE 2017.

Reference: URS17420

.....
Council Authorised Person

ePlan

(Sheet 13 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Cert. No 14.2015.1032.1

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No. 765

Aaron Lind
Director
of Commonwealth Bank of Australia ..... 14 AUG 2017

Name of Attorney | Signature of Attorney | Date

.....

Signature of Witness

Joanna Judd
Executive Assistant
Commonwealth Bank of Australia

.....

Name of Witness

Level 21, 727 Collins Street
Melbourne VIC 3008

.....

Address of Witness

Executed by McIntosh Bros. Pty. Limited (In Liquidation)
ACN 000 024 395

By... David Ian Mansfield ..... who states that his appointment as liquidator of McIntosh Bros. Pty. Limited is valid and subsisting at the date of this document:

..... 11/8/17

Signature of Liquidator | Date

.....

Signature of Witness

MATHEW BOR

Name of Witness

LVL 19/60 STATION STREET PARRAMATTA NSW 2150

Address of Witness

REGISTERED 21.09.2017

.....

Council Authorised Person

Req:R678794 /Doc:DL AK104621 /Rev:07-Jan-2016 /NSW LRS /Pgs:ALL /Prt:19-Jul-2019 10:20 /Seq:1 of 3
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Form: 16LM
Release: 2·4

MEMORANDI

New South Wales
Section 80A Real Property Ac

AK104621K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises ed 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.

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODES
673T	Endeavour Energy - LLPN 102871V Reference: PAD SUB	LM CM MM GM BM

(B) APPLICANT

ENDEAVOUR ENERGY
ABN 59 253 130 878

(C) The applicant requests the Registrar General to record this memorandum, comprising 3 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory: Helen Smith - Manager Property & Fleet

Capacity of signatory (if applicable): Attorney - Power of Attorney Book 4693 No 329

Date: 21 December 2015

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Req:R678794 /Doc:DL AK104621 /Rev:07-Jan-2016 /NSW LRS /Pgs:ALL /Prt:19-Jul-2019 10:20 /Seq:2 of 3
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MEMORANDUM

ANNEXURE A

Terms of Easement for Padmount Substation

APPLICANT	ENDEAVOUR ENERGY

1.0 Definitions

1.1 **easement site** means that part of the lot burdened that is affected by this easement.

1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

1.3 **Endeavour Energy** means Endeavour Energy ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.

1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 Endeavour Energy may:

2.1 install electrical equipment within the easement site,

2.2 excavate the easement site to install the electrical equipment.

2.3 use the electrical equipment for the transmission of electricity,

2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3.0 In exercising its rights under this easement Endeavour Energy will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

HELEN SMITH
ATTORNEY, ENDEAVOUR ENERGY

Req:R678794 /Doc:DL AK104621 /Rev:07-Jan-2016 /NSW LRS /Pgs:ALL /Prt:19-Jul-2019 10:20 /Seq:3 of 3
© Office of the Registrar-General /Src:GLOBALX /Ref:ashan

MEMORANDUM

ANNEXURE A

Terms of Easement for Padmount Substation

APPLICANT	ENDEAVOUR ENERGY

4.0 The owner agrees that, without the prior written permission of Endeavour Energy and in accordance with such conditions as Endeavour Energy may reasonably impose, it will not:

4.1 install or permit to be installed any services or structure within the easement site, or

4.2 alter the surface level of the easement site, or

4.3 do or permit to be done anything that restricts access to the easement site by Endeavour Energy.

5.0 Endeavour Energy will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

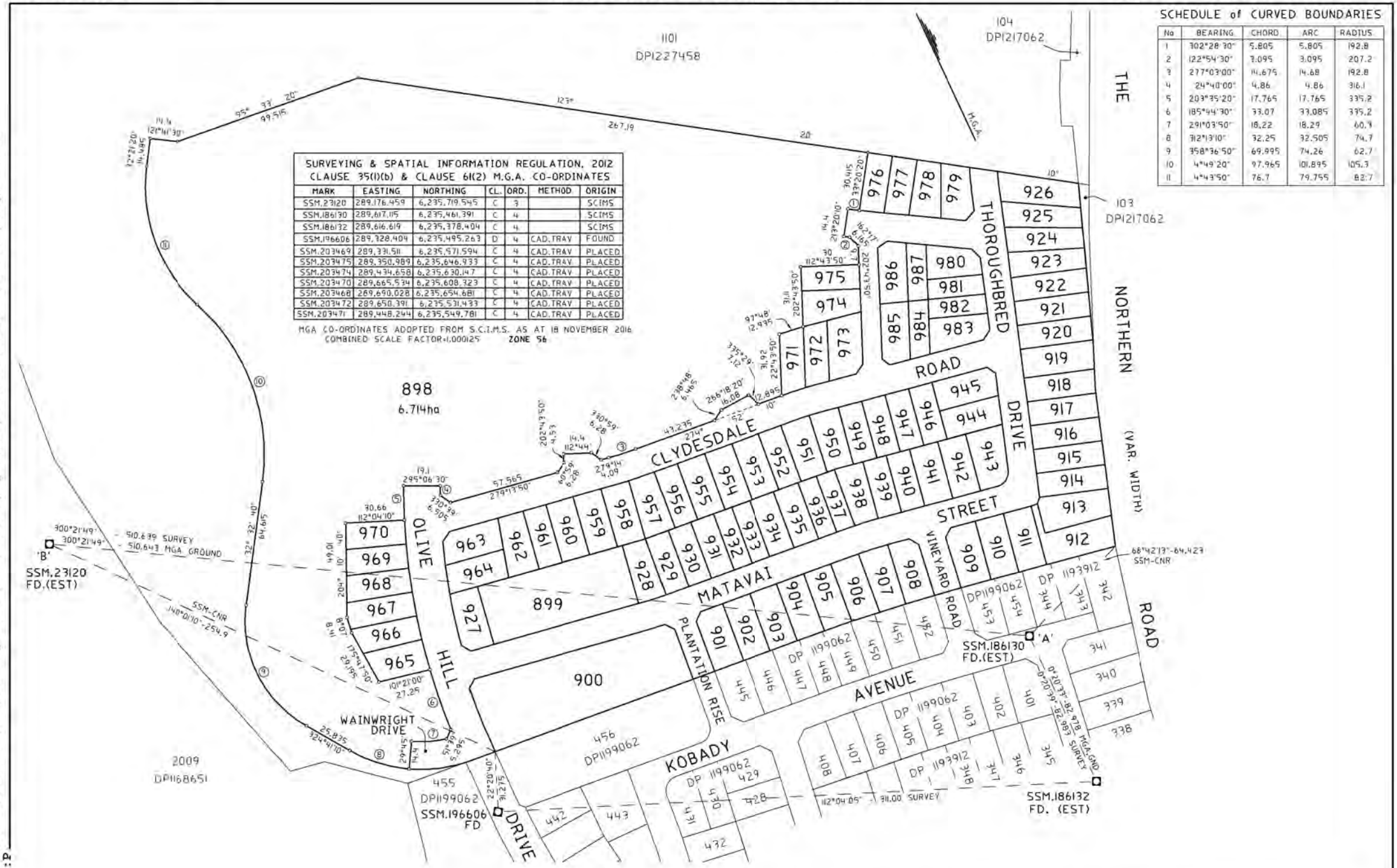
6.0 Lessee of Endeavour Energy's Distribution System

6.1 Notwithstanding any other provision in this easement, the owner grants to Endeavour Energy the easement and acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

6.2 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 Endeavour Energy.

HELEN SMITH
ATTORNEY, ENDEAVOUR ENERGY

Req:R649807 /Doc:DP 1218208 P /Rev:22-May-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:1 of 11
Ref:ashan /Src:P



SCHEDULE of CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	302°28'30"	5.805	5.805	192.8
2	122°54'30"	3.095	3.095	207.2
3	277°03'00"	14.675	14.68	192.8
4	24°40'00"	4.86	4.86	316.1
5	203°35'20"	17.765	17.765	335.2
6	185°44'30"	33.07	33.085	335.2
7	291°03'50"	18.22	18.29	60.3
8	312°13'10"	32.25	32.505	74.7
9	358°36'50"	69.995	74.26	62.7
10	4°49'20"	97.965	101.895	105.3
11	4°43'50"	76.7	79.755	82.7

SURVEYING & SPATIAL INFORMATION REGULATION, 2012
CLAUSE 35(1)(b) & CLAUSE 61(2) M.G.A. CO-ORDINATES

MARK	EASTING	NORTHING	CL.	ORD.	METHOD	ORIGIN
SSM.23120	289,176.459	6,235,719.545	C	3		SCIMS
SSM.186130	289,617.115	6,235,461.391	C	4		SCIMS
SSM.186132	289,616.619	6,235,378.404	C	4		SCIMS
SSM.196606	289,328.409	6,235,495.263	D	4	CAD.TRAV	FOUND
SSM.203469	289,331.511	6,235,571.594	C	4	CAD.TRAV	PLACED
SSM.203475	289,350.989	6,235,646.933	C	4	CAD.TRAV	PLACED
SSM.203474	289,434.658	6,235,630.147	C	4	CAD.TRAV	PLACED
SSM.203470	289,665.534	6,235,608.323	C	4	CAD.TRAV	PLACED
SSM.203468	289,690.028	6,235,654.681	C	4	CAD.TRAV	PLACED
SSM.203472	289,650.391	6,235,531.433	C	4	CAD.TRAV	PLACED
SSM.203471	289,448.244	6,235,549.781	C	4	CAD.TRAV	PLACED

MGA CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 18 NOVEMBER 2016
COMBINED SCALE FACTOR=1.000125 ZONE 56

Surveyor: Vincent J Kennedy Date of Survey: 3 March 2017 Surveyor's Ref: 1411-Stage 9	PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458	LGA: Camden Locality: Cobbitty Subdivision No: 14.2015.1032.1 Lengths are in metres. Reduction Ratio 1:1250	Registered 22.05.2017	DP1218208

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

Req:R649807 /Doc:DP 1218208 P /Rev:22-May-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:2 of 11
Ref:ashan /Src:P

DIAGRAM 2 - 1:20



SCHEDULE OF CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
3	277°03'00"	14.675	14.68	192.8
4	24°40'00"	4.86	4.86	316.1
5	203°35'20"	17.765	17.765	335.2
6	185°44'30"	33.07	33.085	335.2
7	291°03'50"	18.22	18.29	60.3
8	312°13'10"	32.25	32.505	74.7
9	358°36'50"	69.995	74.26	62.7
12	3°21'30"	27.9	27.91	318.8
13	97°57'10"	9.255	9.255	207.2
24	12°22'50"	27.345	27.355	316.1
25	277°08'00"	14.12	14.125	192.8
26	274°57'00"	0.555	0.555	192.8
33	96°07'20"	9.07	9.07	207.2
34	98°18'20"	6.705	6.705	207.2
35	18°43'40"	12.475	12.475	316.1
36	16°13'40"	15.115	15.115	316.1
37	189°57'40"	16.255	16.255	335.2
38	192°25'20"	12.545	12.545	335.2
39	194°34'00"	12.545	12.545	335.2
40	196°42'40"	12.545	12.545	335.2
41	198°51'20"	12.545	12.545	335.2
42	200°59'50"	12.545	12.545	335.2
47	108°17'00"	29.71	29.9	74.7

(A) EASEMENT TO DRAIN WATER 1.5 WIDE.
(B) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE.
(E) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
(F) RESTRICTION ON THE USE OF LAND. **(No. 6)**
(G) RESTRICTION ON THE USE OF LAND. **(No. 7)**
(K) RESTRICTION ON THE USE OF LAND **(No. 11) (SITE)**
(K) POSITIVE COVENANT **(No. 12) (SITE)**

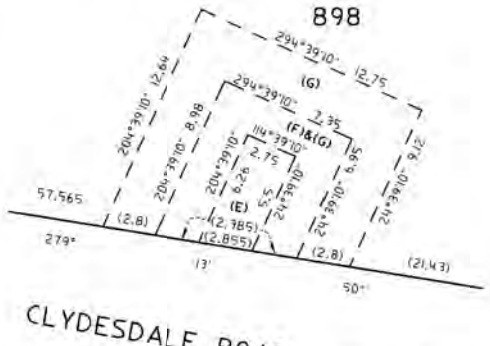
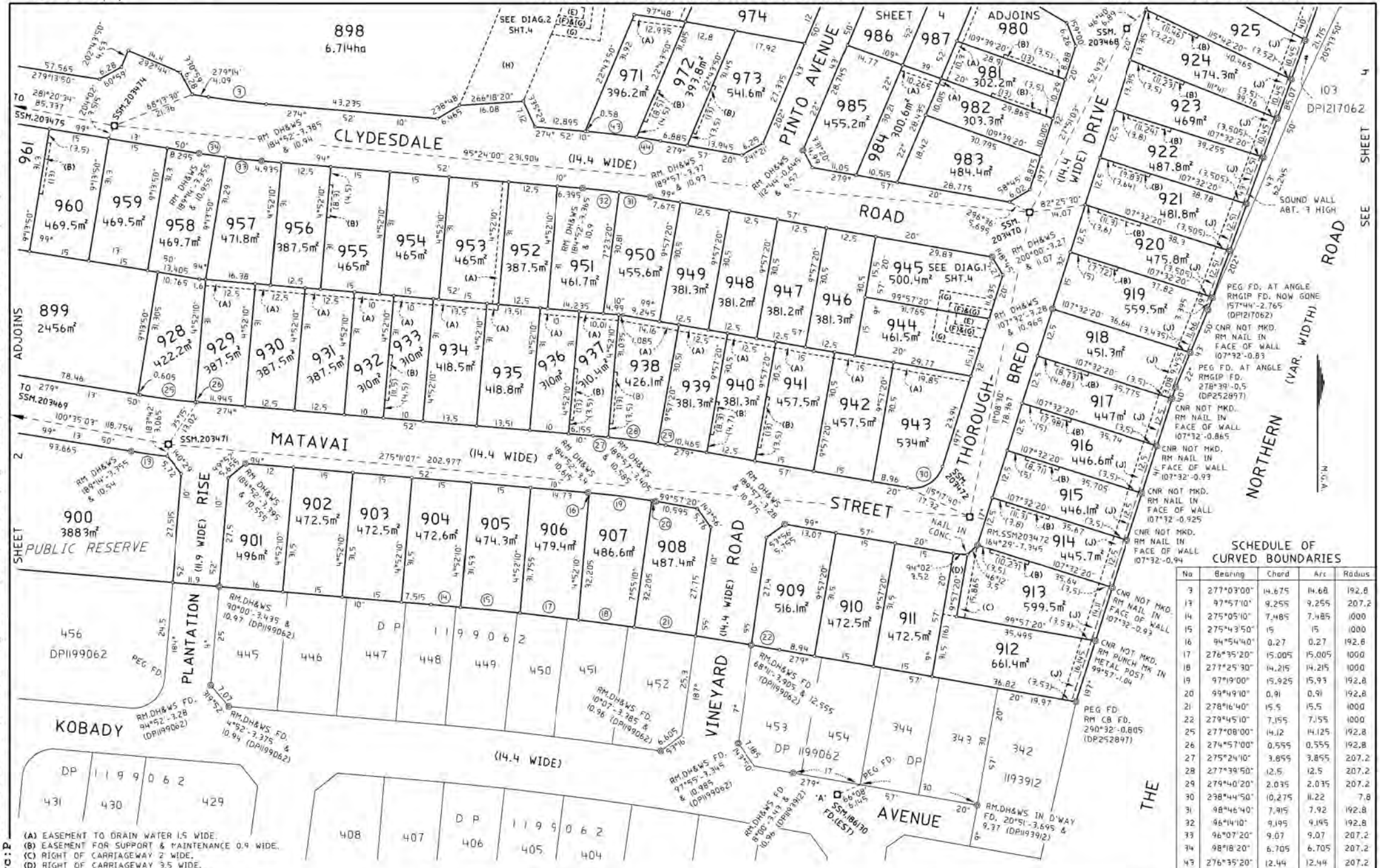


DIAGRAM 1
1:200



Surveyor: Vincent J Kennedy Date of Survey: 3 March 2017 Surveyor's Ref: 1411-Stage 9	PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458	LGA: Camden Locality: Cobbitty Subdivision No: 14.2015.1032.1 Lengths are in metres. Reduction Ratio 1:600	Registered 22.05.2017	DP1218208

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



SCHEDULE OF CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
3	277°03'00"	14.675	14.68	192.8
13	97°57'10"	9.255	9.255	207.2
14	275°05'10"	7.485	7.485	1000
15	275°43'50"	15	15	1000
16	94°54'40"	0.27	0.27	192.8
17	276°35'20"	15.005	15.005	1000
18	277°25'30"	14.215	14.215	1000
19	97°19'00"	15.925	15.93	192.8
20	99°49'10"	0.91	0.91	192.8
21	278°16'40"	15.5	15.5	1000
22	279°45'10"	7.155	7.155	1000
25	277°08'00"	14.12	14.125	192.8
26	274°57'00"	0.555	0.555	192.8
27	275°24'10"	3.855	3.855	207.2
28	277°39'50"	12.5	12.5	207.2
29	279°40'20"	2.035	2.035	207.2
30	298°44'50"	10.275	11.22	7.8
31	98°46'40"	7.915	7.92	192.8
32	96°14'10"	9.195	9.195	192.8
33	96°07'20"	9.07	9.07	207.2
34	98°18'20"	6.705	6.705	207.2
43	276°35'20"	12.44	12.44	207.2
44	279°08'00"	5.95	5.95	207.2

(A) EASEMENT TO DRAIN WATER 1.5 WIDE.
(B) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE.
(C) RIGHT OF CARRIAGEWAY 2 WIDE.
(D) RIGHT OF CARRIAGEWAY 3.5 WIDE.
(E) EASEMENT TO DRAIN WATER 3.5 WIDE.
(F) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
(F) RESTRICTION ON THE USE OF LAND. (No. 6)
(G) RESTRICTION ON THE USE OF LAND. (No. 7)
(H) EASEMENT FOR UNDERGROUND CABLES 14.4 WIDE & VARIABLE.
(J) RESTRICTION ON THE USE OF LAND (No. 9) (SITE)
(J) POSITIVE COVENANT. (No. 10) (SITE)

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

Surveyor: Vincent J Kennedy
Date of Survey: 3 March 2017
Surveyor's Ref: 1411-Stage 9

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458

LGA: Camden
Locality: Cobbitty
Subdivision No: 14.2015.1032.1
Lengths are in metres. Reduction Ratio 1:600

Registered 22.05.2017

DP1218208

Req:R649807 /Doc:DP 1218208 P /Rev:22-May-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:3 of 11
Ref:ashan /Src:P

Req:R649807 /Doc:DP 1218208 P /Rev:22-May-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:4 of 11
Ref:ashan /Src:P



(A) EASEMENT TO DRAIN WATER 1.5 WIDE.
(B) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE.
(E) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
(F) RESTRICTION ON THE USE OF LAND. (No. 6)
(G) RESTRICTION ON THE USE OF LAND. (No. 7)
(H) EASEMENT FOR UNDERGROUND CABLES 14.4 WIDE & VARIABLE.
(J) RESTRICTION ON THE USE OF LAND (No. 9) (SITE)
(J) POSITIVE COVENANT. (No. 10) (SITE)
(L) RIGHT OF CARRIAGEWAY VARIABLE WIDTH.

SCHEDULE of CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	302°28'30"	5.805	5.805	192.8
2	122°54'30"	3.095	3.095	207.2
23	19°38'00"	6.785	6.785	92.8
44	279°08'00"	5.95	5.95	207.2
45	301°02'30"	3.85	3.85	192.8
46	200°25'20"	10.785	10.79	107.2

Surveyor: Vincent J Kennedy Date of Survey: 3 March 2017 Surveyor's Ref: 1411-Stage 9	PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458	LGA: Camden Locality: Cobbitty Subdivision No: 14.2015.1032.1 Lengths are in metres. Reduction Ratio 1:600	Registered 22.05.2017	DP1218208

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

PLAN FORM 6 (2012)WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

Office Use Only

Registered: 22.05.2017

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.

LGA: Camden

Locality: Cobbitty

Parish: Cook

County: Cumberland

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Survey Certificate

I, Vincent J Kennedy of Youdale Strudwick & Co. Pty Ltd, Suite 4, 114 Hampden Road, Artarmon NSW 2064.

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 3 March 2017.

~~*(b) The part of the land shown in the plan (*being/*excluding A.....~~
~~.....)~~
~~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.~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: ..... Dated: 12.4.17.

Surveyor ID:8366

Datum Line: A-B

Type: *Urban/*Rural

The terrain is*Level-Undulating / *~~Steep-Mountainous.~~

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

I, Daniel Streater

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: Camden Council

Date of endorsement: 26/04/2017

Subdivision Certificate number: 14.2015.1032.1

File number: DA/2015/1032

*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

IT IS INTENDED TO DEDICATE LOT 900 TO THE PUBLIC AS PUBLIC RESERVE.

IT IS INTENDED TO DEDICATE MATAVAI STREET, THOROUGHBRED DRIVE, CLYDESDALE ROAD, PINTO AVENUE, ARCADIAN HILLS CRESCENT, WAINWRIGHT DRIVE AND THE EXTENSIONS OF OLIVE HILL DRIVE, PLANTATION RISE AND VINEYARD ROAD TO THE PUBLIC AS PUBLIC ROAD.

Plans used in the preparation of survey/compilation.

DP1227458, DP1217062, DP1193912, DP1199062, DP1166651, DP1162239, DP252897, DP1209178.

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference:1411-Stage 9

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Office Use Only

Registered: 22.05.2017

Office Use Only

DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.

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

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

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 26/04/2017

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (B)
3. RIGHT OF CARRIAGEWAY 2 WIDE (C)
4. RIGHT OF CARRIAGEWAY 3.5 WIDE (D)
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E)
6. RESTRICTION ON THE USE OF LAND (F)
7. RESTRICTION ON THE USE OF LAND (G)
8. EASEMENT FOR UNDERGROUND CABLES 14.4 WIDE AND VARIABLE (H)
9. RESTRICTION ON THE USE OF LAND (J)
10. POSITIVE COVENANT (J)
11. RESTRICTION ON THE USE OF LAND (K)
12. POSITIVE COVENANT (K)
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND
18. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (L)
19. EASEMENT TO DRAIN WATER 3.5 WIDE (D)

IT IS INTENDED TO RELEASE;

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY DP1199062

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No. 223 who declares that he has no notice of revocation of same in the presence of;

Signature of Witness

Signature of Attorney

PAUL TARASENKO

Name of Witness

GEORGE DINIAKOS

Name of Attorney

LEVEL 3, 11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 9

Council Authorised Person

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only

Registered: 22.05.2017

Office Use Only

DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.

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- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 26/04/2017

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No.765

Aaron Lind
Director
of Commonwealth Bank of Australia

Name of Attorney

Signature of Attorney

28/4/2017

Date

Signature of Witness

NIKHIL SHAH

Name of Witness

Level 21, 727 Collins Street
Melbourne VIC 3008

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 9

Council Authorised Person

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Office Use Only

Registered: 22.05.2017

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DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.

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

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

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 26/04/2017

The Surveying & Spatial Information Regulation 2012, Clause 60 (c).

Lot No.	House No.	Street Name	Street type	Suburb
898	41	Olive Hill	Drive	Cobbitty
899	4-22	Matavai	Street	Cobbitty
900	64	Olive Hill	Drive	Cobbitty
901	3	Matavai	Street	Cobbitty
902	5	Matavai	Street	Cobbitty
903	7	Matavai	Street	Cobbitty
904	9	Matavai	Street	Cobbitty
905	11	Matavai	Street	Cobbitty
906	13	Matavai	Street	Cobbitty
907	15	Matavai	Street	Cobbitty
908	17	Matavai	Street	Cobbitty
909	19	Matavai	Street	Cobbitty
910	21	Matavai	Street	Cobbitty
911	23	Matavai	Street	Cobbitty
912	25	Matavai	Street	Cobbitty
913	27	Matavai	Street	Cobbitty
914	2	Thoroughbred	Drive	Cobbitty
915	4	Thoroughbred	Drive	Cobbitty
916	6	Thoroughbred	Drive	Cobbitty
917	8	Thoroughbred	Drive	Cobbitty
918	10	Thoroughbred	Drive	Cobbitty
919	12	Thoroughbred	Drive	Cobbitty
920	14	Thoroughbred	Drive	Cobbitty
921	16	Thoroughbred	Drive	Cobbitty
922	18	Thoroughbred	Drive	Cobbitty
923	20	Thoroughbred	Drive	Cobbitty
924	22	Thoroughbred	Drive	Cobbitty
925	24	Thoroughbred	Drive	Cobbitty

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 9

Council Authorised Person

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

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DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.

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

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

Subdivision Certificate number: 15.2015.1032.1

Date of Endorsement: 26/04/2017

The Surveying & Spatial Information Regulation 2012, Clause 60 (c).

Lot No.	House No.	Street Name	Street type	Suburb
926	26	Thoroughbred	Drive	Cobbitty
927	2	Matavai	Street	Cobbitty
928	24	Matavai	Street	Cobbitty
929	26	Matavai	Street	Cobbitty
930	28	Matavai	Street	Cobbitty
931	30	Matavai	Street	Cobbitty
932	32	Matavai	Street	Cobbitty
933	34	Matavai	Street	Cobbitty
934	36	Matavai	Street	Cobbitty
935	38	Matavai	Street	Cobbitty
936	40	Matavai	Street	Cobbitty
937	42	Matavai	Street	Cobbitty
938	44	Matavai	Street	Cobbitty
939	46	Matavai	Street	Cobbitty
940	48	Matavai	Street	Cobbitty
941	50	Matavai	Street	Cobbitty
942	52	Matavai	Street	Cobbitty
943	54	Matavai	Street	Cobbitty
944	3	Thoroughbred	Drive	Cobbitty
945	5	Thoroughbred	Drive	Cobbitty
946	35	Clydesdale	Road	Cobbitty
947	33	Clydesdale	Road	Cobbitty
948	31	Clydesdale	Road	Cobbitty
949	29	Clydesdale	Road	Cobbitty
950	27	Clydesdale	Road	Cobbitty
951	25	Clydesdale	Road	Cobbitty
952	23	Clydesdale	Road	Cobbitty
953	21	Clydesdale	Road	Cobbitty

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 9

Council Authorised Person

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Office Use Only

Registered: 22.05.2017

Office Use Only

DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.

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

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

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 26/04/2017

The Surveying & Spatial Information Regulation 2012, Clause 60 (c).

Lot No.	House No.	Street Name	Street type	Suburb
954	19	Clydesdale	Road	Cobbitty
955	17	Clydesdale	Road	Cobbitty
956	15	Clydesdale	Road	Cobbitty
957	13	Clydesdale	Road	Cobbitty
958	11	Clydesdale	Road	Cobbitty
959	9	Clydesdale	Road	Cobbitty
960	7	Clydesdale	Road	Cobbitty
961	5	Clydesdale	Road	Cobbitty
962	3	Clydesdale	Road	Cobbitty
963	70	Olive Hill	Drive	Cobbitty
964	68	Olive Hill	Drive	Cobbitty
965	43	Olive Hill	Drive	Cobbitty
966	45	Olive Hill	Drive	Cobbitty
967	47	Olive Hill	Drive	Cobbitty
968	49	Olive Hill	Drive	Cobbitty
969	51	Olive Hill	Drive	Cobbitty
970	53	Olive Hill	Drive	Cobbitty
971	18	Clydesdale	Road	Cobbitty
972	20	Clydesdale	Road	Cobbitty
973	22	Clydesdale	Road	Cobbitty
974	3	Pinto	Avenue	Cobbitty
975	5	Pinto	Avenue	Cobbitty
976	43	Arcadian Hills	Crescent	Cobbitty
977	45	Arcadian Hills	Crescent	Cobbitty
978	47	Arcadian Hills	Crescent	Cobbitty
979	49	Arcadian Hills	Crescent	Cobbitty
980	13	Thoroughbred	Drive	Cobbitty
981	11	Thoroughbred	Drive	Cobbitty

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 9

Council Authorised Person

PLAN FORM 6A (2012) **WARNING: Creasing or folding will lead to rejection** ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

Office Use Only

Registered: 22.05.2017

Office Use Only

DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.

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

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

Subdivision Certificate number: 14-2015-1032-1

Date of Endorsement: 26/04/2017

The Surveying & Spatial Information Regulation 2012, Clause 60 (c).

Lot No.	House No.	Street Name	Street type	Suburb
982	9	Thoroughbred	Drive	Cobbitty
983	7	Thoroughbred	Drive	Cobbitty
984	26	Clydesdale	Road	Cobbitty
985	24	Clydesdale	Road	Cobbitty
986	22	Arcadian Hills	Crescent	Cobbitty
987	24	Arcadian Hills	Crescent	Cobbitty

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 9

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ePlan

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

Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
covered by Council Subdivision
Certificate No. 14.2015.1032.1
Dated 26.04.2017

Full name and address of the owner of the land:

AVJennings Properties Limited.
Level 3, 11-13 Brookhollow Avenue
Baulkham Hills NSW 2153
ABN 50 004 601 503

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	898	971, 972.
		929	928.
		930	928, 929.
		931	928, 929, 930.
		932	928, 929, 930, 931.
		933	928, 929, 930, 931, 932.
		934	928, 929, 930, 931, 932, 933.
		935	928, 929, 930, 931, 932, 933, 934.
		936	935.
		937	935, 936.
		938	935, 936, 937.
		939	935, 936, 937, 938.
		940	935, 936, 937, 938, 939.
		941	935, 936, 937, 938, 939, 940.
		942	935, 936, 937, 938, 939, 940, 941.
		943	935, 936, 937, 938, 939, 940, 941, 942.
		953	928, 929, 930, 931, 932, 933, 934, 935.
		962	899.
		964	899, 962, 963.
		971	898, 972.
		976	898.
		977	898, 976.
		978	898, 976, 977.
		979	898, 976, 977, 978.
		980	981, 982, 984, 985.
		981	982, 984, 985.
		982	984, 985.
		984	985.

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
covered by Council Subdivision
Certificate No. 14.2015.1032.1
Dated 26.04.2017

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:
2	Easement for Support & Maintenance 0.9 wide (B)	898 913 914 915 916 917 919 920 921 922 923 924 933 937 938 940 941 955 960 965 966 967 968 969 972 973 976 977 980 981	975. 914. 915. 916. 917. 918 920. 921. 922. 923. 924. 925. 932. 936. 937. 939. 940. 956. 961. 966. 967. 968. 969. 970. 971. 972. 898. 976. 981. 982.
3	Right of Carriageway 2 wide (C)	913	912

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
covered by Council Subdivision
Certificate No. 14.2015.1032.1
Dated 26.04.2017

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:
4	Right of Carriageway 3.5 wide (D)	912	913
5	Easement for Padmount Substation 2.75 wide (E)	944, 898	Endeavour Energy
6	Restriction on the use of land (F)	Part of 898, 944, 945	Endeavour Energy
7	Restriction on the use of land (G)	Part of 898, 944, 945	Endeavour Energy
8	Easement for Underground Cables 14.4 wide & variable (H)	898	Endeavour Energy
9	Restriction on the use of land (J)	912 to 926 inclusive	Camden Council
10	Positive Covenant (J)	912 to 926 inclusive	Camden Council
11	Restriction on the use of land (K)	967 to 970 inclusive	Camden Council
12	Positive Covenant (K)	967 to 970 inclusive	Camden Council
13	Restriction on the use of land	912 to 926 inclusive	Camden Council
14	Restriction on the use of land	912 to 927 incl, 963 to 970 incl. 976 to 979 incl.	Camden Council
15	Restriction on the use of land	Each and every lot except lot 898	Camden Council
16	Restriction on the use of land	927, 965	Camden Council
17	Restriction on the use of land	Each and every lot except lot 898	Each and every other lot except lots 897 and 898.
18	Right of Carriageway variable width (L)	926	Camden Council
19	Easement to Drain Water 3.5 wide (D)	912	913

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
covered by Council Subdivision
Certificate No. 14.2015.1032.1
Dated 26.04.2017

PART 1A

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 Carriageway variable width created by DP1199062	1100/1227458	Camden Council

PART 2

Terms of the Easement for Support & Maintenance 0.9 wide secondly referred to in the abovementioned plan.

Full and free right and liberty to have the building or any part thereof or any structure appurtenant thereto erected on the dominant tenement supported, upheld and maintained by the soil or any structure erected in that portion of the servient tenement designated (B) in the abovementioned plan, together with the full and free right for the registered proprietor for the time being of the dominant tenement and every person authorised by him or her to

enter upon that portion of the servient tenement with any tools, implements or machinery necessary and to remain there for any reasonable time for the purpose of repairing or maintaining any part of the soil or any structures erected in that portion of the servient tenement which has deteriorated or decayed or has been allowed to deteriorate or decay to the extent that the nature of the support has been affected and the registered proprietor for the time being of the servient tenement agrees that he or she will not use or permit to be used that portion of the servient tenement in any manner or for any purpose which may affect or have tendency to affect the stability of the soil or any structures erected in that portion of the servient tenement.

Terms of the Easement for Padmount Substation 2.75 wide fifthly referred to in the abovementioned plan.

An Easement for Padmount Substation designated (E) as set out in Memorandum AK104621 filed at Land and Property Information New South Wales.

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
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Certificate No. 14.2015.1032.1
Dated 26.04.2017

Terms of the Restriction on the Use of Land (F) sixthly referred to in the abovementioned plan.

1.0 Definitions:

1.1 **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.

1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 **erect** includes construct, install, build and maintain.

1.4 **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 metres 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 firefighting systems such as automatic sprinklers.

4.0 Lessee of Endeavour Energy's Distribution 5ystem

4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
covered by Council Subdivision
Certificate No. 14.2015.1032.1
Dated 26.04.2017

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 Endeavour Energy.

Terms of the Restriction on the Use of Land (G) seventhly referred to in the 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 Endeavour Energy's 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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sub-lessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

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 Endeavour Energy.

Terms of the Easement for Underground Cables 14.4 wide and variable eighthly referred to in the abovementioned plan.

An Easement for Underground cables designated (H) as set out in Memorandum AK104616 filed at Land and Property Information New South Wales.

.....
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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
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Dated 26.04.2017

Terms of the Restriction on the Use of Land ninthly referred to in the abovementioned plan.

1. The registered proprietor of the lot hereby burdened must not, or allow any person to, alter, remove or destroy any part of the earth mound and/or acoustic fence on the burdened lot within the restriction site designated (J) which forms part of the acoustic barrier without the prior approval of Camden Council

2. No buildings or structures shall be permitted to be constructed within, on or over the area designated (J) in the abovementioned plan.

Terms of the Positive Covenant tenthly referred to in the abovementioned plan.

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the acoustic barrier in good order at all times within, on or over the area designated (J) in the abovementioned plan.

If the acoustic barrier is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.

Terms of the Restriction on the Use of Land eleventhly referred to in the abovementioned plan.

1. The registered proprietor of the lot hereby burdened must not, or allow any person to, alter, remove or destroy any part of the retaining wall including any soil, planting or fencing associated with the retaining wall within the area designated (K) in the abovementioned plan without the prior written approval of Camden Council.

2. No buildings or structures shall be permitted to be constructed within, on or over the area designated (K) in the abovementioned plan.

Terms of the Positive Covenant twelfthly referred to in the abovementioned plan.

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the retaining wall and any associated fencing in good order within, on or over the area designated (K) in the abovementioned plan.

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
covered by Council Subdivision
Certificate No. 14.2015.1032.1
Dated 26.04.2017

Terms of the Restriction on the Use of Land thirteenthly referred to in the abovementioned plan.

No dwelling shall be constructed on the land hereby burdened unless;

1. The dwelling design and footprint is generally consistent with plan titled "Northern Road 2026 Day 3.0m barrier Ground Floor" identified in the "Memo: Subject Addendum to Rp001 2015039SY – Traffic Noise Impact Assessment, Prepared by Marshal Day Acoustics, dated 28 October 2015."

2. The front, rear and side setbacks for all dwellings on the above lots are no greater than the "minimum" setbacks stipulated in the current Oran Park Development Control Plan.

3. The relevant open space area or relevant principal private open space area is protected from the road traffic noise source and complies with DECC's Environmental Criteria for Road Traffic Noise. Compliance with the above must be demonstrated for each dwelling application.

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Council Authorised Person

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
covered by Council Subdivision
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Dated 26.04.2017

Terms of the Restriction on the Use of Land fourteenthly referred to in the abovementioned plan.

No dwelling shall be constructed on the land hereby burdened unless architectural noise controls, alternative ventilation and construction requirements are in accordance with the following Table A "Summary of architectural treatments required depending on glazing orientation" and Table B "Treatment Type and Associated Requirements" as generally outlined in Rp001 2015039SY Arcadian Hills Traffic Noise Impact Assessment, dated 29 May 2015, amendment R02 dated 19 August 2015, Memo Mm 001 dated 28 October 2015 and Memo Mm 02 20150395SY dated 22 September 2016 prepared by Marshal Day Acoustics.

Table A: Summary of architectural treatments required depending on glazing orientation.

LOT	Ground floor glazing orientation.			
	North	**East**	**South**	**West**
912 to 925 incl.	A	A	A	
926	A	A	A	
927			A	A
963and 964	A		A	D
965 to 970 incl.	A	D	A	
977 and 978	A			
979	A	A		

	First floor glazing orientation.			
	North	**East**	**South**	**West**
912 to 925 incl.	B	C	B	
926	C	C	B	
927	C		C	D
963 and 964	C		C	D
965 to 970 incl.	C	D	C	
976 to 978 incl	A			
979	A	A		



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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.1032.1 Dated 26.04.2017

Table B: Treatment type and associated requirements

Treatment type	Glazing requirement	Mechanical ventilation requirement	External door requirement
A	Standard Glazing.	Bedrooms only.	Standard external solid core doors.
B	Standard Glazing.	Bedrooms & Living areas.	Standard external solid core doors.
C	Bedroom: Rw30, min 6.38mm laminated. Living areas: Standard glazing.	Bedrooms & Living areas.	Bedroom: Rw 30 door system. Living: Standard external solid core doors.
D	Bedroom: Rw32, min 8.38mm laminated. Living areas: Rw30, min 6.38mm laminated.	Bedrooms & Living areas.	Bedroom: Rw32 door system. Living: Rw30 door system.

The internal noise levels contained within the current Oran Park DCP must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.

Consultation with a mechanical engineer to ensure compliance with the Building Code of Australia and AS1668 may be required. Compliance with the above is to be demonstrated for each dwelling application on the affected lots.

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
covered by Council Subdivision
Certificate No. 14.2015.1032.1
Dated 26.04.2017

Terms of the Restriction on the Use of Land fifteenthly referred to in the abovementioned plan.

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan "Report on Salinity Investigation and Management Plan: Proposed Residential Subdivision Stages 9 and 10 Arcadian Hills 2 The Northern Road Cobbitty" prepared by Douglas Partners, project 34281.23, dated June 2015.

Terms of Restriction on the Use of Land sixteenthly referred to in the abovementioned plan.

A 1.8 metre high acoustic rated fence is to be constructed on part of the lots hereby burdened as follows;

1. for lot 927- all of the northern and part of the western boundary,
2. for lot 965 – part of the southern boundary.

The fences should be located consistent with the plan titled *"Olive Hill Drive Peak Hour 1.8m Barriers Ground level"* identified in the Rp001 2015039SY Arcadian Hills Traffic Noise Impact Assessment, dated 29 May 2015, amendment R02 dated 19 August 2015, Memo Mm001 dated 28 October 2015 and Memo Mm 02 20150395SY dated 22 September 2016 prepared by Marshal Day Acoustics.

The fence/s are to be constructed of either: double lapped and capped timber ensuring a 30mm continuous thickness, masonry, or aerated concrete

Terms of Restriction on the Use of Land seventeenthly referred to in the abovementioned plan.

For as long as AVJennings Properties Limited or its nominated successors is the registered proprietor of adjacent land, AVJennings Properties Limited will have no liability to contribute to the cost of any boundary fencing or to carry out any fencing work.

Terms of Right of Carriageway variable width eighteenthly referred to in the abovementioned plan.

1. Right of Carriageway as defined in Schedule 4A of the Conveyancing Act 1919.
2. The Right of Carriageway will cease to exist when Thoroughbred Drive is extended to the North and dedicated to the public as public road.

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Council Authorised Person

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
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Certificate No. 14.2015.1032.1
Dated 26.04.2017

Name of person or authority empowered to release, vary or modify the Easements, Positive Covenants or Restrictions on the Use of Land firstly, secondly, thirdly, fourthly, ninthly, tenthly, eleventhly, twelfthly, thirteenthly, fourteenthly, fifteenthly, sixteenthly and eighteenthly referred to in the abovementioned plan.

Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Name of person or authority empowered to release, vary or modify the Easements and Restrictions on the Use of Land fifthly, sixthly, seventhly, and eighthly referred to in the abovementioned plan.

Endeavour Energy. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Name of person or authority empowered to release, vary or modify the Restrictions on the Use of Land seventeenthly referred to in the abovementioned plan.

AVJennings Properties Limited. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No.223 who declares that he has no notice of revocation of same in the presence of;

....
Signature of Witness Signature of Attorney

PAUL TARASENKO GEORGE DINAKOS.
Name of Witness Name of Attorney

LEVEL 3, 11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153
Address of Witness

.....
Council Authorised Person

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
covered by Council Subdivision
Certificate No. 14.2015.1032.1
Dated 26.04.2017

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to

Power of Attorney Book 4705 No.566 in the presence of:

Signature of witness

IAN STEWART COUSIN
Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney

Name: HELEN SMITH
Position: MANAGER PROPERTY & FLEET
Date of execution: 13 March 2017
Reference: URS17418

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Plan: DP1218208

Subdivision of Lot 1100 in DP1227458
covered by Council Subdivision
Certificate No. 14.2015.1032.1
Dated 26.04.2017

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No. 765

Aaron Lind
Director
of Commonwealth Bank of Australia — Name of Attorney

..... — Signature of Attorney

28/4/2017 — Date

..... — Signature of Witness

NIKHIL SHAH — Name of Witness

Level 21, 727 Collins Street
Melbourne VIC 3008 — Address of Witness

Execution by Camden Council:

Signature: .....

Signed by: Daniel Steele

Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.

Authority of Officer: Manager Certification

Witness Signature: .....

Name of Witness: SUGULE MOHAMED

Address of Witness: 70 Central Ave
Oran Park NSW 2570

REGISTERED 22.05.2017

..... Council Authorised Person

Form: 20ECE
Release: 3·1

CANCELLATION OR EXTINGUISHMENT OF EASE

AN895099D

New South Wales
Section 47(6A) Real Property Act 19uu
Section 89(8) Conveyancing Act 1919

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

(A) TORRENS TITLE

Servient Tenement	Dominant Tenement
501/1231858	910/1218208, 921/1218208, 966/1218208, 968/1218208, 969/1218208, 970/1218208, 988/1231270, 989/1231270, 992/1231270, 993/1231270

(B) EASEMENT CANCELLED/ EXTINGUISHED

Number of Easement	Nature of Easement
1 IN DP1209178	Easement for Drainage of Water Variable Width

(C) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	YOUDALE STRUDWICK & COMPANY PTY LIMITED Suite 4 , 114 Hampden Road, Artarmon NSW 2064 (02) 9419 8222 Reference: 1411/STG 9	EC

(D) APPLICANT

AVJennings Properties Limited (ABN 50 004 601 503)

(E) CANCELLATION Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the Torrens Title specified above, and annexes hereto (marked 'A') the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 *NOT APPLICABLE*

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated (an office copy of which is annexed marked) extinguishing the easement referred to above.

DATE 15th NOVEMBER 2018

(F) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness: PAUL TARASENKO
Address of witness: LEVEL 3,
11-13 BROOKHOLLOW AVE
BAULKHAM HILLS NSW 2153

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: GEORGE DINIAKOS
Signing on behalf of: AVJENNINGS PROPERTIES LIMITED
Power of attorney-Book: 4689
-No.: 223

FOR AND ON BEHALF OF AVJENNINGS PROPERTIES LIMITED BY ITS ATTORNEY GEORGE DINIAKOS PURSUANT TO POWER OF ATTORNEY BOOK 4689 NO. 223 AND DECLARE THAT WE HAVE NO NOTICE OF REVOCATION

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Annexure: A to CANCELLATION OR EXTINGUISHMENT OF EASEMENT

Parties:
Camden Council, AVJennings Properties Limited (ABN 50 004 601 503) and
CBA Corporate services (NSW) Pty limited ACN 072 765 434

Dated: 15/11/2018

Camden Council by its authorised delegate pursuant to Section 377 of the Local Government Act 1993

.....D..... SUGULE MOHAMED
(Signature of delegate) (Name of delegate)
A/Manager Development certification

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

..... Thang Ma
(Signature of Witness) (Name of Witness)

70 Central Avenue
Oran Park NSW 2570
(Address of Witness)

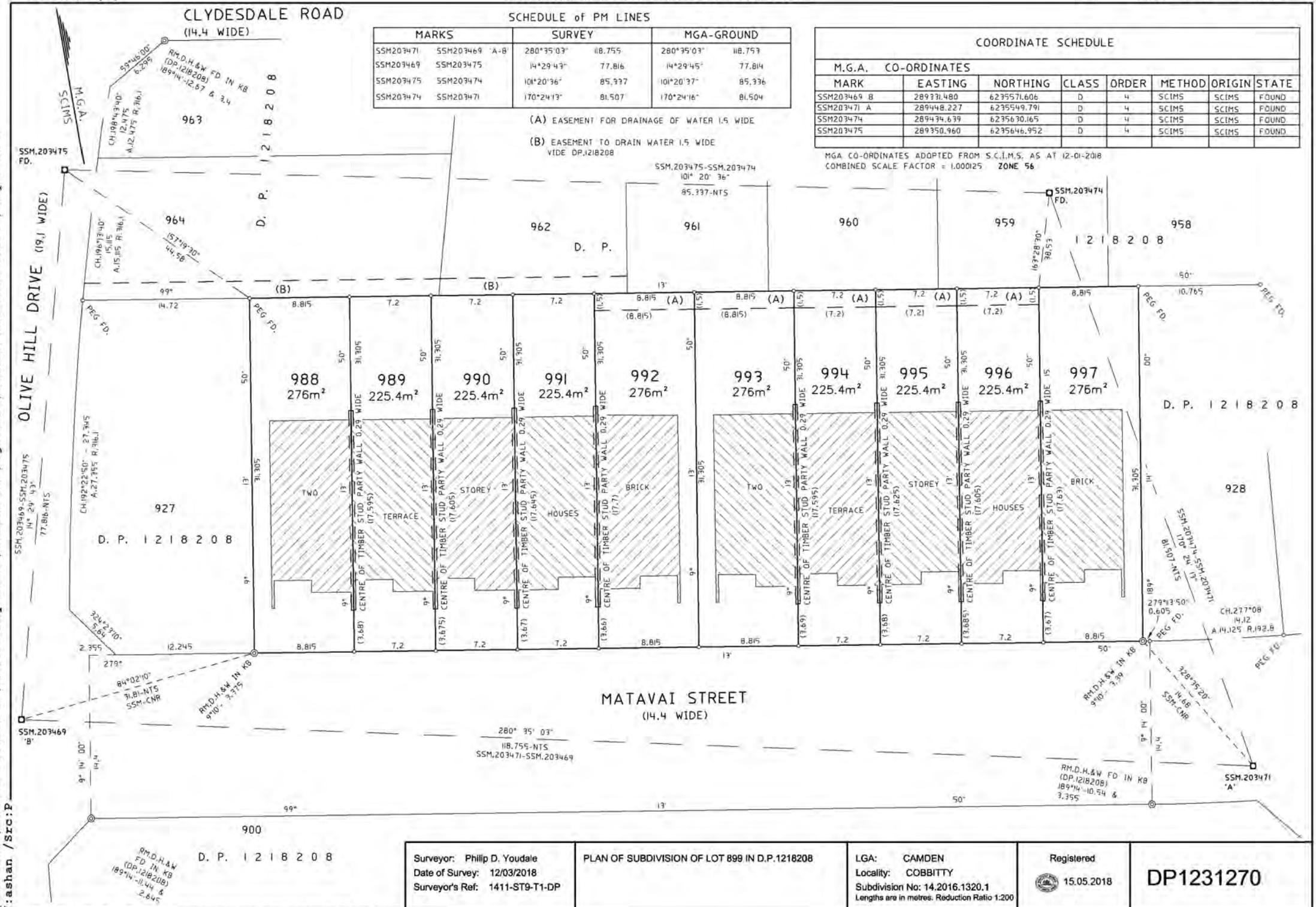
CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No.765

Aaron Lind
Director
of Commonwealth Bank of Australia ..... 26 November 2013
Name of Attorney Signature of Attorney Date

.....
Signature of Witness

NIKHIL SHAH
Name of Witness

Level 21, 727 Collins Street
Melbourne VIC 3008
Address of Witness



Surveyor: Philip D. Youdale Date of Survey: 12/03/2018 Surveyor's Ref: 1411-ST9-T1-DP	PLAN OF SUBDIVISION OF LOT 899 IN D.P.1218208	LGA: CAMDEN Locality: COBBITTY Subdivision No: 14.2016.1320.1 Lengths are in metres. Reduction Ratio 1:200	Registered 15.05.2018	DP1231270

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

Req:R649808 /Doc:DP 1231270 P /Rev:15-May-2018 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:1 of 5
Ref:ashan /Src:P

ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 15.05.2018

Title System: TORRENS

Office Use Only

DP1231270

PLAN OF SUBDIVISION LOT 899

IN DP 1218208

LGA: CAMDEN

Locality: COBBITTY

Parish: COOK

County: CUMBERLAND

Survey Certificate

I, PHILIP D. YOUDALE of YOUDALE STRUDWICK & CO PTY. LTD.

of SUITE 4, 114 HAMPDEN ROAD, ARTARMON NSW 2064

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 12/03/2018,

or

~~*(b) The part of the land shown in the plan (*being/**excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'A' – 'B' .....

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous.~~

Signature: ..... Dated: 13/03/2018

Surveyor Identification No: 2502

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, SUSULE MOHAMED

*Authorised Person/~~*General Manager~~/~~*Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Accreditation number~~: .....

Consent Authority: Camden Council

Date of endorsement: 23/4/2018

Subdivision Certificate number: 14.2016.1320.1

File number: DA/2016/1320

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.

DP 1218208

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: *1411-ST9-T1-DP*

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

ePlan

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

Office Use Only

Registered: 15.05.2018

Office Use Only

DP1231270

PLAN OF SUBDIVISION LOT 899

IN DP 1218208

Subdivision Certificate number: 14.2016.1320.1

Date of Endorsement: 23/4/2018

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

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919,

IT IS INTENDED TO CREATE:

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND

Signed by AV JENNINGS PROPERTIES LIMITED (ABN 50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No. 223 who declares that he has no notice of revocation of same in the presence of:

Signature of Witness

Signature of Attorney

PAUL TARASENKO

Name of Witness (print)

GEORGE DINHAKOS.

Name of Attorney (print)

LEVEL 3, 11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153

Address of Witness

If space is insufficient use additional annexure sheet

Council Authorised Person

Surveyor's Reference: *1411-ST9-T1-DP*

ePlan

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

Office Use Only

Registered: 15.05.2018

Office Use Only

DP1231270

PLAN OF SUBDIVISION LOT 899

IN DP 1218208

Subdivision Certificate number: 14:2018.1320.1

Date of Endorsement: 23/4/2018

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

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

CBA CORPORATE SERVICES (NSW) PTY. LIMITED

(ACN 072 765 434) by its duly authorised Attorney

Under Power of Attorney Book 4659 No. 765

Aaron Lind
Director
of Commonwealth Bank of Australia

.....

Name of Attorney

.....

Signature of Attorney

27/4/2018

.....

Date

.....

Signature of Witness

Tony Di Paolo
Director
of Commonwealth Bank of Australia

.....

Name of Witness

Level 21, 727 Collins Street
Melbourne VIC 3008

.....

Address of Witness

If space is insufficient use additional annexure sheet

.....

Council Authorised Person

Surveyor's Reference: *1411-ST9-T1-DP*

ePlan

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

Office Use Only

Registered: 15.05.2018

Office Use Only

DP1231270

PLAN OF SUBDIVISION LOT 899

IN DP 1218208

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

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

Subdivision Certificate number: 14.2018.132.01

Date of Endorsement: 25/4/2018

The Surveying & Spatial Information Regulation 2017, Clause 60 (c)

Lot	Street No.	Street Name	Street Type	Locality
988	4	MATAVAI	STREET	COBBITTY
989	6	MATAVAI	STREET	COBBITTY
990	8	MATAVAI	STREET	COBBITTY
991	10	MATAVAI	STREET	COBBITTY
992	12	MATAVAI	STREET	COBBITTY
993	14	MATAVAI	STREET	COBBITTY
994	16	MATAVAI	STREET	COBBITTY
995	18	MATAVAI	STREET	COBBITTY
996	20	MATAVAI	STREET	COBBITTY
997	22	MATAVAI	STREET	COBBITTY

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: *1411-ST9-T1-DP*

Req:R912856 /Doc:DP 1231270 B /Rev:15-May-2018 /NSW LRS /Pgs:ALL /Prt:08-Apr-2020 16:56 /Seq:1 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:BW

ePlan

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

Lengths are in metres

Plan: DP1231270

Plan of Subdivision of Lot 899 in DP 1218208 covered by Council Subdivision Certificate No. 14.2016.1320.1

Full name and address of the owners of the land:

AV Jennings Properties Pty. Limited
ABN 50 004 601 503
Registered Office
Level 3, 11-13 Brookhollow Drive,
Baulkham Hills NSW 2153

Part 1

Number of item shown in the intention panel on the plan	Identity of Easement, profit à prendre, Restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 Wide	992 993 994 995 996	993,994,995,996,997 994,995,996,997 995,996,997 996,997 997
2	Restriction on the Use of Land	Each and every lot	Camden Council
3	Restriction on the Use of Land	Each and every lot	Each and every other lot

.....
Authorised Person

Req:R912856 /Doc:DP 1231270 B /Rev:15-May-2018 /NSW LRS /Pgs:ALL /Prt:08-Apr-2020 16:56 /Seq:2 of 4
© office of the Registrar-General /Src:INFOTRACK /Ref:BW 1270

ePlan

Plan: DP1231270

Plan of Subdivision of Lot 899 in DP 1218208 covered by Council Subdivision Certificate No. 14.2016.1320.1 (Sheet 2 of 4 Sheets)

Part 2

1. **Terms of Restriction on the Use of Land numbered 2 in the plan**

   The owner of the burdened land may only develop the land in accordance with the approved plans associated with Camden Council Development Application DA 1320/2016.

2. **Terms of Restriction on the Use of Land numbered 3 in the plan**

   For as long as AVJennings Properties Limited or its nominated successors is the registered proprietor of adjacent land, AVJennings Properties Limited will have no liability to contribute to the cost of any boundary fencing or to carry out any fencing work.

Name of Person or Authority empowered to Release, Vary or Modify the Easements or Restriction on the Use of Land firstly and secondly referred to in the abovementioned plan:

Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Name of Person or Authority empowered to Release, Vary or Modify the Restriction on the Use of Land thirdly referred to in the abovementioned plan:

AV Jennings Properties Limited. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

.....

Authorised Person

Req:R912856 /Doc:DP 1231270 B /Rev:15-May-2018 /NSW LRS /Pgs:ALL /Prt:08-Apr-2020 16:56 /Seq:3 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:BW 1270

ePlan

Plan: DP1231270

Plan of Subdivision of Lot 899 in DP 1218208 covered by Council Subdivision Certificate No. 14.2016.1320.1 (Sheet 3 of 4 Sheets)

SIGNED by **AV JENNINGS PROPERTIES LIMITED**)
ABN 50 004 601 503by their Attorney pursuant to)
Power of Attorney registered Book 4689 No. 223 who)
declares that he has no notice of the revocation of same)
in the presence of :)

Signature of Witness

Signature of Attorney

PAUL TARASENKO
Name of Witness (print)

GEORGE DINAKOS
Name of Attorney (print)

LEVEL 3, 11-13 BROOKHOLLOW AVE,
BAULKHAM HILLS
NSW 2153
Address of Witness

Execution by Camden Council:

Signature:

Signed by: SIGNED

Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.

Authority of Officer: Team leader Engineering certification

Witness Signature:

Name of Witness: Shaun Macdonald

Address of Witness: 70 Central Avenue Oran Park

Authorised Person

Req:R912856 /Doc:DP 1231270 B /Rev:15-May-2018 /NSW LRS /Pgs:ALL /Prt:08-Apr-2020 16:56 /Seq:4 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:BW 1270

ePlan

Plan: DP1231270

Plan of Subdivision of Lot 899 in DP 1218208 covered by Council Subdivision Certificate No. 14.2016.1320.1 (Sheet 4 of 4 Sheets)

CBA Corporate Services (NSW) Pty. Limited)
ACN 072 765 434 by its duly authorised Attorney)
under Power of Attorney Book 4659 No. 765)

Aaron Lind
Director
of Commonwealth Bank of Australia

Name of Attorney (print) Signature of Attorney 27/4/2018 Date

Signature of Witness

Tony Di Paolo
Director
of Commonwealth Bank of Australia

Name of Witness (print)

Level 21, 727 Collins Street
Melbourne VIC 3008

Address of Witness

Authorised Person

REGISTERED 15.05.2018

Form: 20ECE
Release: 3·1

CANCELLATION OR EXTINGUISHMENT OF EASEN

New South Wales
Section 47(6A) Real Property Act 1900
Section 89(8) Conveyancing Act 1919

AN895100X

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

(A) TORRENS TITLE

Servient Tenement	Dominant Tenement
501/1231858	910/1218208, 921/1218208, 966/1218208, 968/1218208, 969/1218208, 970/1218208, 988/1231270, 989/1231270, 992/1231270, 993/1231270

(B) EASEMENT CANCELLED/ EXTINGUISHED

Number of Easement	Nature of Easement
2 IN DP1209178	Easement for Services Variable Width

(C) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	YOUDALE STRUDWICK & COMPANY PTY LIMITED Suite 4 , 114 Hampden Road, Artarmon NSW 2064 (02) 9419 8222 Reference: 1411/STG 9	EC

(D) APPLICANT

AVJennings Properties Limited (ABN 50 004 601 503)

(E) CANCELLATION Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the Torrens Title specified above, and annexes hereto (marked 'A') the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 *NOT APPLICABLE*

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated (an office copy of which is annexed marked) extinguishing the easement referred to above.

DATE 15th NOVEMBER 2018

(F) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness: PAUL TARASENKO
Address of witness: LEVEL 3
11-13 BROOKHOLLOW AVE
BAULKHAM HILLS NSW 2153

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: GEORGE DINIAKOS
Signing on behalf of: AVJENNINGS PROPERTIES LIMITED
Power of attorney-Book: 4689
-No.: 223

FOR AND ON BEHALF OF AVJENNINGS PROPERTIES LIMITED BY ITS ATTORNEY GEORGE DINIAKOS PURSUANT TO POWER OF ATTORNEY BOOK 4689 NO. 223 AND DECLARE THAT WE HAVE NO NOTICE OF REVOCATION

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Annexure: A to CANCELLATION OR EXTINGUISHMENT OF EASEMENT

Parties:
Camden Council, AVJennings Properties Limited (ABN 50 004 601 503) and
CBA Corporate services (NSW) Pty limited ACN 072 765 434

Dated: 15/11/2018

Camden Council by its authorised delegate pursuant to Section 377 of the Local Government Act 1993

.....
(Signature of delegate)

SUGULE MOHAMED
(Name of delegate)
A/Manager Development Certification

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

.....
(Signature of Witness)

Thang Ma
(Name of Witness)

70 Central Avenue
Oran Park NSW 2570
(Address of Witness)

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No.765

Aaron Lind
Director
of Commonwealth Bank of Australia

26 November 2013

Name of Attorney Signature of Attorney Date

.....
Signature of Witness

NIKHIL SHAH
Name of Witness

Level 21, 727 Collins Street
Melbourne VIC 3008
Address of Witness

Form: 20ECE
Release: 3·1

CANCELLATION OR EXTINGUISHMENT OF EASEI

New South Wales
Section 47(6A) Real Property Act 19..
Section 89(8) Conveyancing Act 1919

AN895101V

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

(A) TORRENS TITLE

Servient Tenement	Dominant Tenement
501/1231858	910/1218208, 921/1218208, 966/1218208, 968/1218208, 969/1218208, 970/1218208, 988/1231270, 989/1231270, 992/1231270, 993/1231270

(B) EASEMENT CANCELLED/ EXTINGUISHED

Number of Easement	Nature of Easement
3 IN DP1209178	Easement for Drainage of Sewage Variable Width

(C) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	YOUDALE STRUDWICK & COMPANY PTY LIMITED Suite 4 , 114 Hampden Road, Artarmon NSW 2064 (02) 9419 8222 Reference: 1411/STG 9	EC

(D) APPLICANT

AVJennings Properties Limited (ABN 50 004 601 503)

(E) CANCELLATION Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the Torrens Title specified above, and annexes hereto (marked 'A') the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 *NOT APPLICABLE*

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated (an office copy of which is annexed marked) extinguishing the easement referred to above.

DATE 15TH NOVEMBER 2018

(F) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness: PAUL TARASENKO
Address of witness: LEVEL 3,
11-13 BROOKHOLLOW AVE
BAULKHAM HILLS NSW 2153

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: GEORGE DINIAKOS
Signing on behalf of: AVJENNINGS PROPERTIES LIMITED
Power of attorney-Book: 4689
-No.: 223

FOR AND ON BEHALF OF AVJENNINGS PROPERTIES LIMITED BY ITS ATTORNEY GEORGE DINIAKOS PURSUANT TO POWER OF ATTORNEY BOOK 4689 NO. 223 AND DECLARE THAT WE HAVE NO NOTICE OF REVOCATION

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Annexure: A to CANCELLATION OR EXTINGUISHMENT OF EASEMENT

Parties:
Camden Council, AVJennings Properties Limited (ABN 50 004 601 503) and
CBA Corporate services (NSW) Pty limited ACN 072 765 434

Dated: 15/11/2018

Camden Council by its authorised delegate pursuant to Section 377 of the Local Government Act 1993

.....
(Signature of delegate)

SUGULE MOHAMED
(Name of delegate)
A/Manager Development Certification

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

.....
(Signature of Witness)

Thang Ma
(Name of Witness)

70 Central Avenue
Oran Park NSW 2570
(Address of Witness)

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No.765

Aaron Lind
Director
of Commonwealth Bank of Australia

26 November 2013

Name of Attorney Signature of Attorney Date

.....
Signature of Witness

NIKHIL SHAH
Name of Witness

Level 21, 727 Collins Street
Melbourne VIC 3008
Address of Witness

Form: 13PC
Release: 3·1

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 191

AK951831V

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

(A) **TORRENS TITLE**

Part of 101/1217062

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Youdale Strudwick & Company Pty. Limited Po Box 491 CHATSWOOD 2057 Reference: 1411 9419 8222	PC

(C) **REGISTERED PROPRIETOR**

Of the above land
McIntosh Bros. Pty. Limited (ABN 88 000 024 395)(in liquidation)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Camden Council

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

DATE

(G) **Execution by the prescribed authority**

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

Signature of witness:
Name of witness: SUGULE MOHAMED
Address of witness: 70 Central Ave Oran Park 2570

Signature of authorised officer:
Name of authorised officer: Daniel Streater
Position of authorised officer: Manager Certification

(G) **Execution by the registered proprietor**

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

Company: McIntosh Bros. Pty. Limited in Liquidation
Authority:

Signature of ~~authorised person~~: WITNESS
Name of ~~authorised person~~: WITNESS MICHAEL ABBAS GUAT
~~Office held~~: ADDRESS: 44 CHURCH ST, LIDCOMBE NSW

Signature of authorised person:
Name of authorised person: David Mansfield
Office held: Liquidator

(H) **Consent of the** N.A

The N.A under N.A No. N.A. agrees to be bound by this positive covenant.

I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of N.A.

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Annexure: A to POSITIVE COVENANT

Parties:

McIntosh Bros. Pty. Limited
and Camden Council

Dated:

For the purposes of bushfire protection;

An Asset Protection Zone (APZ) shall be maintained within that part of the land designated "D" on Annexure B, as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

This APZ Covenant shall become null and void upon development of the area of the APZ for residential purposes.

Camden Council acknowledges that the existence of the APZ is not a basis for refusal to grant consent for residential development of the area of the APZ.

Name of authority empowered to release, vary or modify the instrument shall be Camden Council.

Execution by Camden Council:

Signature: .....

Signed by: Daniel Strate

Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.

Authority of Officer: Manager Certification

Witness Signature: .....

Name of Witness: SUGULE MOHAMED

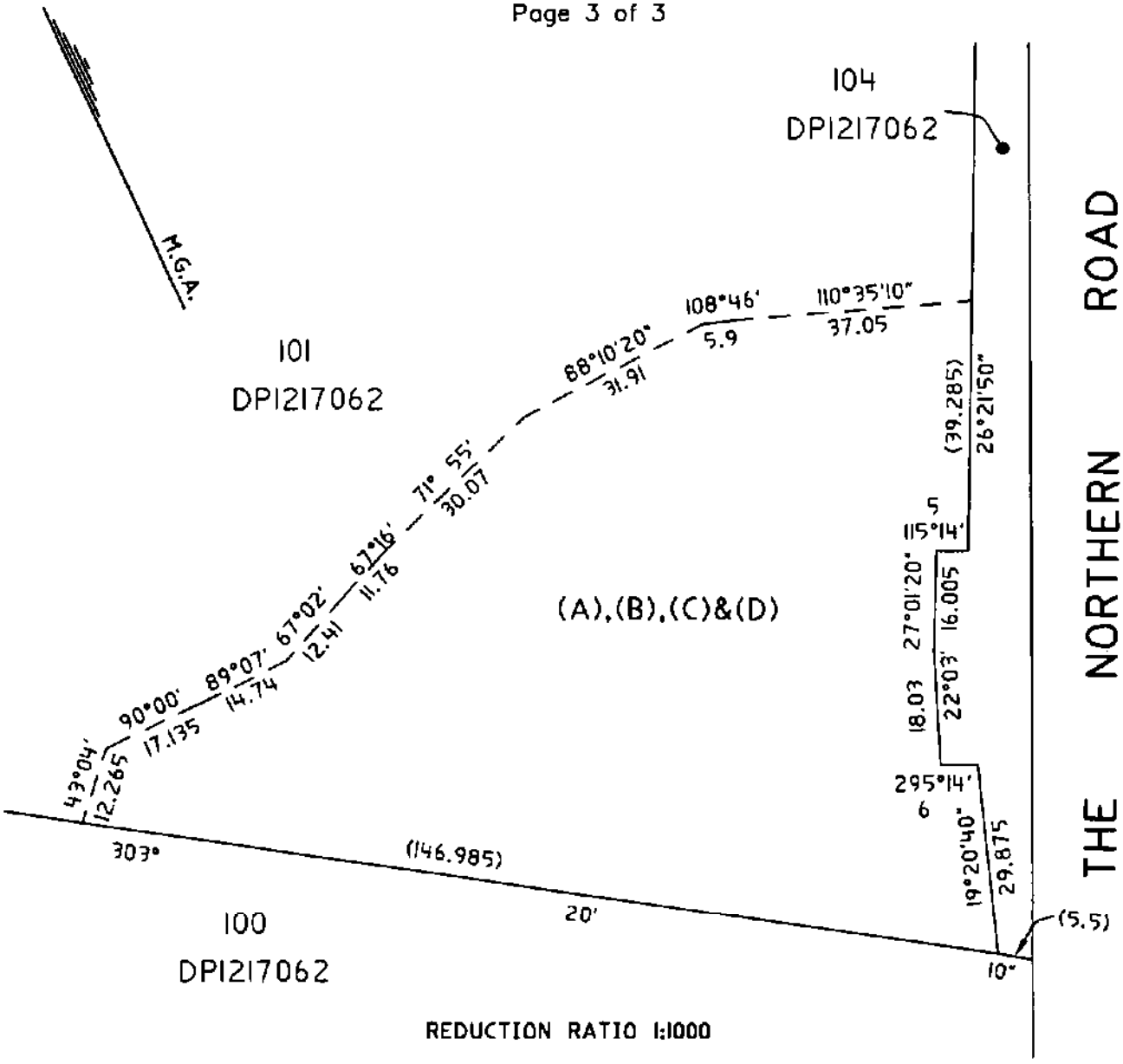
Address of Witness: 70 Central Ave
Oran Park NSW 2570

COUNCIL

LIQUIDATOR

ANNEXURE 'B' TO POSITIVE COVENANT

Page 3 of 3



REDUCTION RATIO 1:1000

(A) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1209178)
(B) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1209178)
(C) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DP1209178)
(D) POSITIVE COVENANT

~~REGISTERED PROPRIETOR~~

COUNCIL

LIQUIDATOR

LOCALITY: COBBITTY
L.G.A.: CAMDEN
SURVEYORS REF:7005/ST9
LPI REF:2016M7100(740)

YSCO GEOMATICS
LAND RESOURCE CONSULTANTS
SUITE 4, 114 HAMPDEN ROAD, ARTARMON, 2064
PH: (02) 94199222 FAX: (02) 94124822
YOUDLE SIDLENICK & COMPANY PTY LTD A.C.N. 002 810 865

GEOMATIC ENGINEERING
LAND & ENGINEERING SURVEYING
PROJECT MANAGEMENT
SOIL AND WATER MANAGEMENT
ENVIRONMENTAL PLANNING

3 of 3

Form: 13PC
Release: 3·1

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 191

AM349703P

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

(A) **TORRENS TITLE**

Part of 1101/1227458

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Youdale Strudwick & Company Pty. Limited PO Box 491 CHATSWOOD NSW 2057 Reference: 1411	PC

(C) **REGISTERED PROPRIETOR**

Of the above land

McIntosh Bros. Pty. Limited in Liquidation ACN 000 024 395

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Camden Council

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

DATE 02/05/2017

(G) **Execution by the prescribed authority**

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

Signature of witness: _____ Signature of authorised officer: _____

Name of witness: SUGULE MOHAMED Name of authorised officer: Daniel Straite

Address of witness: 70 Central Ave Oran Park 2570 Position of authorised officer: Manager Certification

(G) **Execution by the registered proprietor**

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

Company: McIntosh Bros. Pty. Limited in Liquidation ACN 000 024 395
Authority:

Signature of authorised person: _____ Signature of ~~authorised person~~: WITNESS

Name of authorised person: David Ian Mansfield Name of ~~authorised person~~: WITNESS
Office held: Liquidator ~~Office held~~:

MICHAEL ALBERT GRAY
44 CORMACK ROAD
BEACON HILL NSW 2100

ADDRESS:

(H) **Consent of the** N.A

The N.A under N.A No. N.A., agrees to be bound by this positive covenant.

I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of N.A.

Name of witness: _____

Address of witness: _____

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Annexure: **A** to POSITIVE COVENANT

Parties:

McIntosh Bros. Pty. Limited in Liquidation ACN 000 024 395
and Camden Council

Dated:

For the purposes of bushfire protection;

An Asset Protection Zone (APZ) shall be maintained within that part of the land designated "F" on Annexure B, as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

This APZ Covenant shall become null and void upon development of the area of the APZ for residential purposes.

Camden Council acknowledges that the existence of the APZ is not a basis for refusal to grant consent for residential development of the area of the APZ.

Name of authority empowered to release, vary or modify the instrument shall be Camden Council.

LIQUIDATOR

Execution by Camden Council:

Signature: .....

Signed by: Daniel Streate

Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.

Authority of Officer: Manager Certificate

Witness Signature: .....

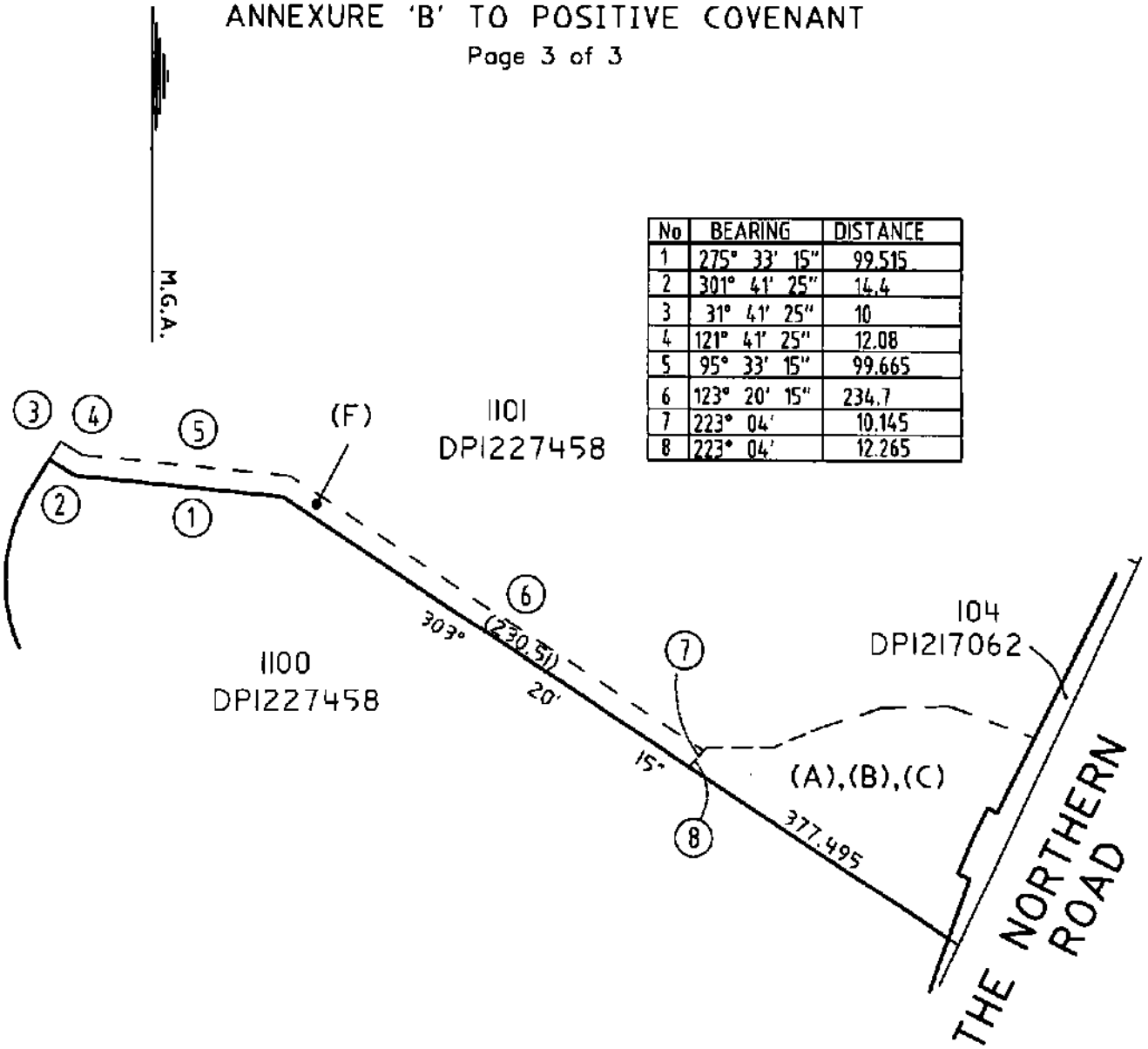
Name of Witness: SUGULE MOHAMED

Address of Witness: 70 Central Ave
Oran Park 2570

ANNEXURE 'B' TO POSITIVE COVENANT

Page 3 of 3

No	BEARING	DISTANCE
1	275° 33' 15"	99.515
2	301° 41' 25"	14.4
3	31° 41' 25"	10
4	121° 41' 25"	12.08
5	95° 33' 15"	99.665
6	123° 20' 15"	234.7
7	223° 04'	10.145
8	223° 04'	12.265



REDUCTION RATIO 1:3000

(A) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1209178)
(B) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1209178)
(C) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DP1209178)
(F) POSITIVE COVENANT

REGISTERED PROPRIETOR

COUNCIL

LIQUIDATOR

LOCALITY: COBBITTY
L.G.A.: CAMDEN
SURVEYORS REF:7005/ST10

YSCO GEOMATICS
LAND RESOURCE CONSULTANTS
SUITE 4, 114 KAMPEEN ROAD, ARTARMON, 2064
PH: (02) 94198222 FAX: (02) 94134802
YOUDALE STRUDWICK & COMPANY PTY LTD A.C.N. 002 819 865

GEOMATIC ENGINEERING
LAND & ENGINEERING SURVEYING
PROJECT MANAGEMENT
SOIL AND WATER MANAGEMENT
ENVIRONMENTAL PLANNING

Req:R649810 /Doc:DP 1231937 P /Rev:01-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:1 of 5
Ref:ashan /Src:P

SURVEYING & SPATIAL INFORMATION REGULATION, 2012
CLAUSE 35(1)(b) & CLAUSE 61(2) M.G.A. CO-ORDINATES

MARK	EASTING	NORTHING	CL.	ORD.	METHOD	ORIGIN
SSMI96606	289 328.370	6 235 495.260	D	4		SCIMS
SSMI96607	289 402.430	6 235 419.710	D	4		SCIMS
SSMI96605	289 346.910	6 235 387.410	D	4		SCIMS

MGA CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 14 JUNE 2017
COMBINED SCALE FACTOR=1.000126 ZONE 56

M.G.A.
SCIMS

2009
DP 1168651

501
DP 1231858

1002
1218211
DP
1001

WAINWRIGHT DRIVE

DRIVE

HILL

OLIVE

(14.7, 16 & 18.3 WIDE)

DRAINAGE RESERVE

195
DP 1193911

665 1000m²
666 1000m²
664 1000m²
663 1000m²
662 1000m²
661 1000m²

439
440
441
442
456
900
DP 1218208

437
DP 1199062

438
D P 1 1 9 9 0 6 2

GIN IN POST FD. (DP1199062)
GIN IN BFP FD. (DP1199062)
PEG FD.
RM GIP FD. 84°48'-3.305 (DP1162239)
RM.STR PKT. 170°91'-3.295
RM.DH&W 170°51'-3.295
RM.DH&W 270°51'-4.38
SSMI96606 FD.(EST.)
SSMI96605 FD. (EST)
SSMI96607 FD. (EST)
RM.SSMI96606 FD. (DP1199062)
RM.DH&WS FD. NOW GONE 78°31'-0.9 & 11.775 (DP1199062)
RM.DH&WS FD. 71°12'-2.995 & 13.775 (DP1199062)
RM.DH&WS FD. 65°49'-3.165 & 13.78 (DP1199062)
FENCE
POST
WIRE
NEW

350°14'45"-109.418 MGA GROUND
350°14'45"-109.424 SURVEY

5°48'37"-64.224 MGA GROUND
5°48'19"-64.223 SURVEY

(A) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(B) RESTRICTION ON THE USE OF LAND
(B) POSITIVE COVENANT

Surveyor: Vincent J Kennedy Date of Survey: 2 August 2017 Surveyor's Ref: 1411-Stage 6B	PLAN OF SUBDIVISION OF LOT 455 IN DP1199062	LGA: Camden Locality: Cobbitty Subdivision No: 14.2016.1346.2 Lengths are in metres. Reduction Ratio 1:400	Registered 01/04/2019	DP1231937

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

PLAN FORM 6 (2012)WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 01/04/2019

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1231937

PLAN OF SUBDIVISION OF LOT 455 IN DP1199062.

LGA: Camden

Locality: Cobbitty

Parish: Cook

County: Cumberland

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, SUGULE MOHAMED

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Accreditation number~~: .....

Consent Authority: Camden Council

Date of endorsement: 28/02/2019

Subdivision Certificate number: 14 - 2016 - 1346 . 2

File number: DA/2016/1346

*Strike through if inapplicable.

Survey Certificate

I, Vincent J Kennedy of Youdale Strudwick & Co. Pty Ltd, Suite 4, 114 Hampden Road, Artarmon NSW 2064.

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 2 August 2017.

~~*(b) The part of the land shown in the plan (*being/*excluding ^ .....) 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.~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: ..... Dated: 5/9/18

Surveyor ID:8366

Datum Line: A-B

Type: *Urban/~~*Rural~~

The terrain is*Level-Undulating / ~~*Steep-Mountainous.~~

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in the preparation of survey/~~compilation.~~

DP1218208, DP1199062, DP1193911, DP1209178, DP1162239, DP1168651

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference:1411-Stage 6B

PLAN FORM 6A (2012) **WARNING: Creasing or folding will lead to rejection** ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 01/04/2019

Office Use Only

DP1231937

PLAN OF SUBDIVISION OF LOT 455 IN DP1199062.

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

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

Subdivision Certificate number: 14.2016.1346.2

Date of Endorsement: 28/2/2019

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

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A)
2. RESTRICTION ON THE USE OF LAND
3. POSITIVE COVENANT
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND (B)
7. POSITIVE COVENANT (B)

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No. 223 who declares that he has no notice of revocation of same in the presence of;

Signature of Witness

Signature of Attorney

PAUL TARASENKO

Name of Witness

GEORGE DINHAKOS

Name of Attorney

LEVEL 3,
11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153

Address of Witness

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 6B

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 01/04/2019

Office Use Only

DP1231937

PLAN OF SUBDIVISION OF LOT 455 IN DP1199062.

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

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

Subdivision Certificate number: 14.2016.1346.2

Date of Endorsement: 28/02/2019

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No.765

Aaron Lind
Director
of Commonwealth Bank of Australia

Name of Attorney | Signature of Attorney | 5/3/2019 Date

Signature of Witness

Nisha Naik
Senior Associate
of Commonwealth Bank of Australia

Name of Witness

Level 21, 727 Collins Street
Melbourne VIC 3008

Address of Witness

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 6B

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 01/04/2019

Office Use Only

DP1231937

PLAN OF SUBDIVISION OF LOT 455 IN DP1199062.

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

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

Subdivision Certificate number: 14.2016.1346.2

Date of Endorsement: 28/02/2019

The Surveying & Spatial Information Regulation 2012, Clause 60 (c).

Lot No.	House No.	Street Name	Street type	Suburb
661	39	Olive Hill	Drive	Cobbitty
662	37	Olive Hill	Drive	Cobbitty
663	35	Olive Hill	Drive	Cobbitty
664	33	Olive Hill	Drive	Cobbitty
665	31	Olive Hill	Drive	Cobbitty
666	29	Olive Hill	Drive	Cobbitty

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 6B

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

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062 covered by Council Subdivision Certificate No. 14.2016.1346.2

Full name and address of the owner of the land:

AVJennings Properties Limited.
Level 3, 11-13 Brookhollow Avenue
Baulkham Hills NSW 2153
ABN 50 004 601 503

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water variable width (A)	661 662 663 664 665 666	501/1231858. 661, 501/1231858.. 662, 661, 501/1231858. 663, 662, 661, 501/1231858.. 664, 663, 662, 661, 501/1231858. 665, 664, 663, 662, 661, 501/1231858..
2	Restriction on the use of land	Each and every lot.	Camden Council
3	Positive Covenant	Each and every lot.	Camden Council
4	Restriction on the use of land	Each and every lot.	Each and every other lot.
5	Restriction on the use of land	Each and every lot.	Each and every other lot.
6	Restriction on the use of land (B)	666	Camden Council
7	Positive Covenant (B)	666	Camden Council

.....
Council Authorised Person

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062
covered by Council Subdivision
Certificate No. 14 · 2016 · 1346 · 2

PART 2

Terms of the Restriction on the Use of Land secondly referred to in the abovementioned plan.

No dwelling shall be constructed on the land hereby burdened unless;

1. Construction requirements and internal noise levels are consistent with the following Table A "Summary of architectural treatments required depending on orientation" and Table B "Treatment Type and Associated Requirements" as referred to within the Letter: "Re Addendum Stage 6B Olive Hill Drive Traffic Noise Assessment, Prepared by PKA Acoustic Consulting , reference 211049, Dated 17 March 2017."

2. The internal noise levels contained within the current Oran Park DCP is achieved .

3 . Alternative ventilation is provided for habitable rooms. The requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that that BCA and AS1668 are achieved may be required. Compliance with the above ventilation requirement is to be demonstrated for each dwelling application on the affected lots.

Table A: Summary of architectural treatments required depending on orientation.

LOT	Ground Floor Façades			Upper Floor Facades		
	North	East	South	North	East	South
661	A	D	A	C	D	C
662	A	D	A	C	D	C
663	A	D	A	C	D	C
664	A	D	A	C	D	C
665	A	D	A	C	D	C
666	A	D	A	C	D	C

.....
Council Authorised Person

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062 covered by Council Subdivision Certificate No. 14.2016.1346.2

Table B: Treatment type and associated requirements

Treatment type	Glazing requirement	Alternate ventilation requirement	External door requirement
A	Standard Glazing.	Bedrooms only.	Standard external solid core doors.
B	Standard Glazing.	Bedrooms & Living areas.	Standard external solid core doors.
C	Bedroom: Rw30, min 6.38mm laminated. Living areas: Standard glazing.	Bedrooms & Living areas.	Bedroom: Rw 30 door system. Living: Standard external solid core doors.
D	Bedroom: Rw35, min 10.38mm laminated. Living areas: Rw30, min 6.38mm laminated.	Bedrooms & Living areas.	Bedroom: Rw32 door system. Living: Rw30 door system.

Terms of the Positive Covenant thirdly referred to in the abovementioned plan.

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan "Report on Salinity Investigation and Management Plan: Lot 2006 The Northern Road Cobbitty" prepared by Douglas Partners, project 34281.00, dated April 2014.

Terms of Restriction on the Use of Land fourthly referred to in the abovementioned plan.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by AVJennings Properties Limited without the consent of AVJennings Properties Limited but consent will not be withheld if such fencing is erected without expense to AVJennings Properties Limited.

.....

Council Authorised Person

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062 covered by Council Subdivision Certificate No. 14.2016.1346.2

Terms of Restriction on the Use of Land fifthly referred to in the abovementioned plan.

No building shall be constructed upon or permitted to remain upon the burdened lot unless it complies with the restrictions detailed below:

Lot No.	Minimum setback from the Southern boundary	Minimum setback from the Northern boundary	Minimum setback from the Eastern boundary (Olive Hill Drive)	Minimum setback from Wainwright Drive
661	2.5 metres		6 metres	4.5 metres
662	2.5 metres	1.5 metres	6 metres	
663	2.5 metres	1.5 metres	6 metres	
664	2.5 metres	1.5 metres	6 metres	
665	2.5 metres	1.5 metres	6 metres	
666	4.5 metres	1.5 metres	6 metres	

Terms of the Restriction on the Use of Land sixthly referred to in the abovementioned plan.

1. The registered proprietor of the lot hereby burdened must not, or allow any person to, alter, remove or destroy any part of the retaining wall including any soil, planting or fencing associated with the retaining wall within the area designated (B) in the abovementioned plan without the prior written approval of Camden Council.

2. No buildings or structures shall be permitted to be constructed within, on or over the area designated (B) in the abovementioned plan.

Terms of the Positive Covenant seventhly referred to in the abovementioned plan.

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the retaining wall and any associated fencing in good order within, on or over the area designated (B) in the abovementioned plan.

.....

Council Authorised Person

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062 covered by Council Subdivision Certificate No. LC. 2016.1346.2

Name of person or authority empowered to release, vary or modify the Easements or Restrictions on the Use of Land firstly, secondly, thirdly, fifthly, sixthly and seventhly referred to in the abovementioned plan.

Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Name of person or authority empowered to release, vary or modify the Restrictions on the Use of Land fourthly referred to in the abovementioned plan.

AVJennings Properties Limited. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No.223 who declares that he has no notice of revocation of same in the presence of;

Signature of Witness Signature of Attorney

PAUL TARASENKO GEORGE DINHAKOS

Name of Witness Name of Attorney

LEVEL 3,
11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153

Address of Witness

Council Authorised Person

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062
covered by Council Subdivision
Certificate No. 14.2016.1346.2

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised
Attorney under power of Attorney Book 4659 No. 765

Aaron Lind
Director
of Commonwealth Bank of Australia

.... 5/3/2019

Name of Attorney Signature of Attorney Date

.....

Signature of Witness

Nisha Naik
Senior Associate
of Commonwealth Bank of Australia
Name of Witness
Level 21, 727 Collins Street
Melbourne VIC 3008

.....

Address of Witness

Execution by Camden Council:

Signature: .....

Signed by: Suzie Mahmed

Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.

Authority of Officer: Team Leader Engineering certification

Witness Signature: .....

Name of Witness: Michael Grasso

Address of Witness: 70 Central Avenue
Oran Park NSW

REGISTERED 01/04/2019

.....
Council Authorised Person

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: The Search People
GPO Box 1585
SYDNEY NSW 2001

Certificate number:	20200083
Receipt number:	2215656
Certificate issue date:	15/01/2020
Certificate fee:	$133.00
Applicant's reference:	2000N-36914
Property number:	1180147

DESCRIPTION OF PROPERTY

Land Description:	LOT: 1 DP: 1241819
Address:	621 The Northern Road COBBITTY 2570

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment 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.

(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).

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

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

LOCAL ENVIRONMENTAL PLANS (LEP'S)

The subject land is not within a Local Environmental Plan.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Sydney Region Growth Centres) 2006

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences) 2018

SEPP (Primary Production and Rural Development) 2019

Note: The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1996)

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

The subject land is not affected by an exhibited Draft Local Environmental Plan.

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Exempt and Complying Development Codes) 2008 Amendment (Proposed Housekeeping Amendments)

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

Note: The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

DEVELOPMENT CONTROL PLANS

Oran Park Development Control Plan 2007, as amended

2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

A. E4 ENVIRONMENTAL LIVING - ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone

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

* To ensure that residential development does not have an adverse effect on those values.

* To preserve and maintain the natural values of core riparian areas and to allow development where it can be demonstrated that the development will not destroy, damage or have any other adverse effect on those values.

* To ensure that flood prone land is used in a manner appropriate to its environmental characteristics.

B. Permitted without consent

Nil

C. Permitted with consent

Bed and breakfast accommodation; Drainage; Dwelling houses; Earthworks; Electricity generating works; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Horticulture; Recreation areas; Recreation facilities (outdoor); Roads; Telecommunications facilities; Temporary structures; Water recreation structures; Water recycling facilities; Waterbodies (artificial)

D. Prohibited

Any other development not otherwise specified in item B or C.

A. R1 GENERAL RESIDENTIAL - ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone

* To provide for the housing needs of the community.

* To provide for a variety of housing types and densities.

* To enable other land uses that provide facilities or services to meet the day to day needs of residents.

* To support the well-being of the community, including educational, recreational, community, religious and other activities and, where appropriate, neighbourhood shops if there will be no adverse effect on the amenity of proposed or existing nearby residential development.

* To allow for small scale kiosks, function centres, restaurants and markets that support the primary function and use of recreation areas, public open space and recreation facilities located within residential areas.

* To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.

* To provide for a variety of recreational uses within open space areas.

B. Permitted without consent

Nil

C. Permitted with consent

Any other development not specified in item B or D

D. Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities); Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies

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

R1 General Residential: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 300m2 for the erection of a dwelling house; however, exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m2 and minimum 225m2.

E4 Environmental Living: Clause 4.1A of the Oran Park and Turner Road Precinct Plan fixes a minimum 1000m2 for the erection of a dwelling house.

F. Whether the land includes or comprises critical habitat

No.

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

No.

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

No.

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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
Complying Development MAY be carried out on the land.

LOW RISE MEDIUM DENSITY HOUSING CODE
Complying Development MAY NOT be carried out on the land.

Note: The Low Rise Medium Density Housing Code does not apply to the Camden Local Government Area. Under Clause 3B.63 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, land within Camden Council is a deferred area. This clause ceases to have effect on 1 July 2020.

RURAL HOUSING CODE
Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE
Complying Development MAY or MAY NOT be carried out on the land.

Note: The Greenfield Housing Code does not apply to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area.

INLAND CODE
The Inland Housing Code does not apply to the Camden Local Government Area.

HOUSING ALTERATIONS CODE
Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE
Complying development MAY be carried out on the land.

SUBDIVISION CODE
Complying development MAY be carried out on the land.

DEMOLITION CODE
Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE
Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE
Complying development MAY be carried out on the land.

FIRE SAFETY CODE
Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Not Applicable.

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5. MINE SUBSIDENCE

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

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6. ROAD WIDENING AND ROAD REALIGNMENT

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

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

(b) any environmental planning instrument, or

(c) any resolution of the council.

No.

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7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy:

(a) Adopted by the council, or

(b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

LAND SLIP
The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

BUSHFIRE
The land is affected by the provisions of a Development Control Plan and by Planning for Bushfire Protection 2006 (NSW Rural Fire Service) that may restrict the development of the land because of the likelihood of bushfire.

TIDAL INUNDATION
The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

SUBSIDENCE
The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence or any other risk.

ACID SULPHATE SOILS
The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

OTHER RISK
Contamination:
Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

Salinity:
Council's policy 'Building in a Salinity Prone Environment' applies to the whole of the council area. The policy includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. A copy of the policy is available on Council's website.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(a) 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 senior housing) is subject to flood related development controls.

Yes.

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

Yes.

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

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8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

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9. CONTRIBUTIONS PLANS

The name of each contributions plan applying to the land

Oran Park and Turner Road Section 7.11 Contributions Plan

9A. BIO-DIVERSITY CERTIFIED LAND

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

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

The subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: www.camden.nsw.gov.au/environment/biodiversity

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10. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note: Biodiversity stewardship agreements include biobanking agreements under Part7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

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11. BUSH FIRE PRONE LAND

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

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

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate is partially bushfire prone land.

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12. PROPERTY VEGETATION PLANS

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

No.

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13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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14. DIRECTIONS UNDER PART 3A

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

No.

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15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

(a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

(b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

It is the responsibility of the person who benefits from a development consent to ascertain the validity of the development consent within the meaning of section 4.19 and section 4.53 of the Environmental Planning and Assessment Act 1979, as amended.

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16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(a) the period for which the certificate is valid, and
(b) that a copy may be obtained from the head office of the Department.

No.

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17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

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

No.

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18. PAPER SUBDIVISION INFORMATION

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

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

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

Not Applicable.

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19. SITE VERIFICATION CERTIFICATES

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

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 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

No.

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20. LOOSE-FILL ASBESTOS INSULATION

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No, not listed.
Contact NSW Fair Trading for more information.

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21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

A statement of:

whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

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.

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.*

There is no affected building notice the Council is aware that is in force in respect to this land

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is 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 that 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 that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT:

OTHER INFORMATION

1. Western Sydney Airport - Badgerys Creek

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek. A draft Environmental Impact Statement (EIS) and draft Airport Plan were on public exhibition from 19 October to 18 December 2015.

On 15 September 2016 the final EIS was presented to the Commonwealth Minister for the Environment and Energy. On 11 November the Minister provided a notice of environmental conditions to be placed on the airport development.

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in the mid-2020s).

Further information on Western Sydney airport is available at www.westernsydneyairport.gov.au, or from the Commonwealth Department of Infrastructure and Regional Development at www.infrastructure.gov.au.

2. Outer Sydney Orbital Corridor Identification, North South Rail Line and South West Rail Link Extension Corridor Identification

On 26 March 2018, the NSW Government released for comment a recommended corridor of land for the Outer Sydney Orbital, North South Rail Line and South West Rail Link Extension which may affect land in the Camden Local Government Area.

A new State Environmental Planning Policy is also proposed to be created that will protect these corridors, once the alignments have been finalised.

On 22 June 2018, the NSW Government announced a revised corridor of land for the Outer Sydney Orbital in response to community feedback.

Further information on the recommended corridor alignments and a Discussion Paper that explains the intended effects of the new State Environmental Planning Policy is available at www.transport.nsw.gov.au/corridors.

3. Miscellaneous Information

* The subject land is affected by overland flow based on the Upper South Creek Floodplain Risk Management Study and Plan adopted by Council 12/03/2019 and potentially subject to flood related development controls that restrict development of the subject land due to likelihood of over land flow flooding.

In accordance with section 733 of the Local Government Act 1993, Council is not liable in respect of any advice furnished in good faith by Council relating to the likelihood of any land being flooded or the nature or extent of any such flooding, or anything done or omitted to be done in good faith by the Council in so far as it relates to the likelihood of land being flooded or the nature of the extent of any such flooding.

Overland flow flooding: overland flow flooding means inundation by local runoff on its way to a waterway, rather than overbank flow from a waterway.

* Coal Seam Gas Extraction:

Coal Seam Gas Extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

* Contamination Information:

In relation to Council's policy 'Management of Contaminated Lands' there are report/s and information which may apply to the land. Further details can be obtained from Council, please contact Council's customer service.

Note: The report/s and information which apply to the land may be either:

* Preliminary detailed contamination investigations, identifying whether there is, was or was not any contamination or potential contaminating activities affecting the land;

* Remediation action plans setting out works required to deal with any contamination and make the land suitable for its intended use;

* Validation reports and / or independent site audits which verify the satisfactory completion of remediation or decontamination works;

* Environmental Management Plans.

* Salinity Information:

In relation to Council's Policy on Building in a Salinity Prone Environment, there are salinity report/s or management plans which apply to the land.

Further details can be obtained from Council, please contact Council's customer service.

Note: Where a section 88B instrument applies to the land this may include a restriction specifying the relevant salinity management plan.

* Western Sydney Airport - Obstacle Limitation Surface:

The land is within the Obstacle Limitation Surface (OLS) established within a radius of approximately 15km of Western Sydney Airport, with potential height or development limitations to protect airport airspace.

Further information, including the height of the OLS at any point around the airport, is available on Western Sydney Airport website:https://www.wsaco.com.au/about/airspace-protection-for-western-sydney-airport

* South Creek West Land Release Area.

On 22 November 2017, the Minister for Planning and Housing announced a new 1,500 hectare land release known as South Creek West.

The Department of Planning and Environment will now develop a draft Structure Plan as the framework for future growth. This draft Plan will be released in 2018 for community feedback.

Further information is available on the Department of Planning and Environment's website: http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/South-Creek-West

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DISCLAIMER AND CAUTION

The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Ron Moore
General Manager

English

"This information is important. If you need help understanding this document please call the Translating and Interpreting Service (TIS) on 131 450 and ask them to contact Council on 02 4654-7777 on your behalf."

Arabic

٠٢ ٤٦٥٤ ٧٧٧٧ نيابة عنك. هذه معلومات هامة. إذا كنت تحتاج إلى مساعدة في فهم هذا المستند برجاء الاتصال بخدمة الترجمة الشفهية والخطية TIS على الرقم ١٣١ ٤٥٠ وأطلب منهم أن يتصلوا بالبلدية على الرقم

Croatian

Ove informacije su važne. Ako trebate pomoć da biste razumijeli ovaj dokument, molimo vas nazovite Službu prevoditelja i tumača (TIS) na 131 450 i zamolite ih da u vaše ime nazovu Općinu na 02 4654 7777.

German

Diese Informationen sind wichtig. Wenn Sie beim Verständnis dieses Dokuments Hilfe benötigen, wenden Sie sich bitte unter der Rufnummer 131 450 an den *Translating and Interpreting Service* (Übersetzer- und Dolmetscherdienst) und bitten Sie diesen Dienst, sich in Ihrem Namen unter 02 4654-7777 an die Kommunalverwaltung zu wenden.

Greek

Αυτές οι πληροφορίες είναι σημαντικές. Εάν χρειάζεστε βοήθεια για να καταλάβετε αυτό το έντυπο παρακαλώ τηλεφωνείστε στην Υπηρεσία Μεταφραστών και Διερμηνέων (TIS) στο 131 450 και ζητήστε τους να επικοινωνήσουν με το Δημοτικό Συμβούλιο εκ μέρους σας στο 02 4654 7777.

Italian

Queste informazioni sono importanti. Se vi serve aiuto per comprendere questo documento, chiamate il servizio traduzioni e interpreti (TIS) al numero 131 450 chiedendo che contatti il Comune per vostro conto al numero 02 4654-7777.

Maltese

Din l-informazzjoni hija importanti. Jekk ikollok bżonn għajnuna biex tifhem dan id-dokument jekk jogħġbok ċempel it-Translating and Interpreting Service (TIS) (Servizz ta' Traduzzjoni u Interpreter) fuq 131 450 u itlobhom biex jikkuntattjaw lill-Kunsill fuq 02 4654 7777 f'ismek.

Serbian

Ове информације су важне. Ако вам треба помоћ да бисте разумели овај документ, молимо вас да назовете Службу преводилаца и тумача (TIS) на 131 450 и замолите их да у ваше име назову Општину на 02 4654 7777.

Spanish

Esta información es importante. Si necesita ayuda para entender este documento sírvase llamar al Servicio de Traducción e Interpretación (Translating and Interpreting Service / TIS) al 131 450 y pídales que se comuniquen por usted con el Municipio llamando al 02 4654-7777.

Tagalog

Ang impormasyong ito ay mahalaga. Kung kailangan mo ng tulong upang maintindihan ang dokumentong ito mangyari lamang na tawagan ang Serbisyo para sa Pagsasaling-wika at Pang-interpreter (TIS) sa 131 450 at hilingin sa kanila na kontakin para sa inyo ang Konseho sa 02 4654 7777.

Chinese

這是一份重要的資料。如果您在了解這份文件方面需要幫助，請致電 131 450聯絡翻譯及傳譯服務 (TIS)，然後要求代致電 02 4654 7777聯絡市議會。

Sydney WATER

Application: **10344802**
Your Ref: P OR-O9XOKKY

15 January 2020

Property details: 621 The Northern Rd COBBITTY NSW 2570
LOT 1 DP 1241819

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

Application No. 10344801 Created on Jan 14, 2020 8:12:51 AM


Under Construction Mall
Under Construction Mall
Under Construction Main
Under Construction Main
Under Construction Main

camden council

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: The Search People
GPO Box 1585
SYDNEY NSW 2001

Certificate number:	20192611
Receipt number:	2090995
Property number:	1176806
Certificate date:	17/07/2019
Certificate fee:	$133.00
Applicant's reference:	2000N-30708

DESCRIPTION OF PROPERTY

Title: LOT: 501 DP: 1231858
Property: 421C The Northern Road COBBITTY 2570

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment 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.

Local Environmental Plans (LEP's)

Camden Local Environmental Plan 2010.

State Environmental Planning Policies (SEPP's)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Sydney Region Growth Centres) 2006

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Primary Production and Rural Development) 2019

Note: The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

Deemed State Environmental Planning Policies (SEPP's)

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1996)

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

(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).

Draft Local Environmental Plan (LEP's)

The subject land is not affected by an exhibited Draft Local Environmental Plan.

Draft State Environmental Planning Policy (SEPP's)

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

Note: The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

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

Oran Park Development Control Plan 2007, as amended

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2/2A Zoning and land use under relevant Local Environmental Plan, and/or under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006.* This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

A. RU1 PRIMARY PRODUCTION

CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

Objectives of zone:

* To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.

* To encourage diversity in primary industry enterprises and systems appropriate for the area.

* To minimise the fragmentation and alienation of resource lands.

* To minimise conflict between land uses within the zone and land uses within adjoining zones.

* To permit non-agricultural uses which support the primary production purposes of the zone.

* To maintain the rural landscape character of the land.

B. Permitted without consent

Extensive agriculture; Forestry; Home occupations.

C. Permitted with consent

Bed and breakfast accommodation; Cellar door premises; Dual occupancies (attached); Dwelling houses; Environmental protection works; Extractive industries; Farm buildings; Farm stay accommodation; Garden centres; Home-based child care; Home businesses; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Open cut mining; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Any other development not specified in item B or D

D. Prohibited

Amusement centres; Car parks; Commercial premises; Correctional centres; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Residential accommodation; Restricted premises; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

A. B1 NEIGHBOURHOOD CENTRE

ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone:

* To provide a range of small-scale retail, business and community uses which serve the needs of people who live or work in the surrounding neighbourhood and, in relation to the Turner Road Precinct, of a scale and nature that serves the wider community.

* To ensure the scale and type of business development is compatible with the amenity of surrounding areas.

* To allow for residential development that contributes to the economic and social vitality of the neighbourhood centre.

* To ensure that residential development does not preclude the provision of active retail, business and community uses at street level.

* To ensure that residential development does not detract from the primary function of the zone which is to provide for retail, business and convenience uses to serve the community.

* To promote retail activities in accessible locations that encourage walking.

* To promote a sense of place and focal points for the local community.

* To ensure retail development does not adversely impact on the viability of retail development in the Local Centre Zone.

B. Permitted without consent

Nil.

C. Permitted with consent

Any other development not specified in item B or D.

D. Prohibited

Agriculture; Airports; Airstrips; Bio-solid waste applications; Bulky goods premises; Caravan parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Extractive Industries; Farm buildings; Freight transport facilities; Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Liquid fuel depots; Materials recycling or recovery centres; Mines; Offensive storage establishments; Passenger transport facilities; Recreation facilities (major); Residential flat buildings (other than as shop top housing); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Seniors housing (other than as shop top housing); Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies.

A. E2 ENVIRONMENTAL CONSERVATION

ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone:

* To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.

* To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

B. Permitted

Nil.

C. Permitted without consent

Drainage; Earthworks; Environmental facilities; Environmental protection works; Flood mitigation works; Recreation areas; Roads; Sewage reticulation systems; Water recycling facilities; Water supply systems; Waterbodies (natural).

D. Prohibited

Any development not specified in item B or C.

A. E4 ENVIRONMENTAL LIVING

ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone:

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

* To ensure that residential development does not have an adverse effect on those values.

* To preserve and maintain the natural values of core riparian areas and to allow development where it can be demonstrated that the development will not destroy, damage or have any other adverse effect on those values.

* To ensure that flood prone land is used in a manner appropriate to its environmental characteristics.

B. Permitted without consent

Nil.

C. Permitted with consent

Bed and breakfast accommodation; Drainage; Dwelling houses; Earthworks; Electricity generating works; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Horticulture; Recreation areas; Recreation facilities (outdoor); Roads; Telecommunications facilities; Temporary structures; Water recreation structures; Water recycling facilities; Waterbodies (artificial).

D. Prohibited

Any other development not otherwise specified in item B or C.

A. R1 GENERAL RESIDENTIAL

ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone:

* To provide for the housing needs of the community.

* To provide for a variety of housing types and densities.

* To enable other land uses that provide facilities or services to meet the day to day needs of residents.

* To support the well-being of the community, including educational, recreational, community, religious and other activities and, where appropriate, neighbourhood shops if there will be no adverse effect on the amenity of proposed or existing nearby residential development.

* To allow for small scale kiosks, function centres, restaurants and markets that support the primary function and use of recreation areas, public open space and recreation facilities located within residential areas.

* To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.

* To provide for a variety of recreational uses within open space areas.

B. Permitted without consent

Nil

C. Permitted with consent

Any other development not specified in item B or D

D. Prohibited

Agriculture; Airports; Airstrips; Bio-solid waste applications; Bulky goods premises; Business premises; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities); Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; or Warehouse distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies.

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

RU1 Primary Production.
Under clause 4.2A of Camden Local Environmental Plan 2010 a minimum lot size applies for the erection of a dwelling house as specified by the Lot Size Maps in Camden Local Environmental Plan 2010, subject to the exceptions as set out in clauses 4.2A(3) and 4.2(4).

B1 Neighbourhood Centre: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 250m2 for the erection of a dwelling house in the B1 Neighbourhood Centre zone.

E4 Environmental Living: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 1,000m2 for the erection of a dwelling house in the E4 Environmental Living Zone.

R1 General Residential: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 300m2 for the erection of a dwelling house; however exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m2 and minimum 225m2.

F. Whether the land includes or comprises critical habitat

No.

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

No.

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

Yes, the land contains an item of environmental heritage

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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
Complying development MAY or MAY NOT be carried out on the land.

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

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

* The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage

  Development may be complying development if it can meet the requirements and standards of the SEPP and:

  (a) has been granted an exemption under section 57(2) of the Heritage Act 1977,
  or
  (b) is subject to an exemption under section 57(1A) or (3) of that Act,

Low Rise Medium Density Housing Code
Complying development MAY or MAY NOT be carried out on the land.

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

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

* The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage

Note: It should be noted that the Low Rise Medium Density Housing Code does <u>not</u> apply to the Camden Local Government Area. Under Clause 3B.63 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, land within Camden Council is a deferred area. This clause ceases to have effect on 31 October 2019.

Rural Housing Code
Complying development MAY or MAY NOT be carried out on the land.

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

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

• The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

  Development may be complying development if it can meet the requirements and standards of the SEPP and:

(a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
(b) is subject to an exemption under section 57(1A) or (3) of that Act,

Greenfield Housing Code
Complying development MAY or MAY NOT be carried out on the land.

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

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

* The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage

Note: It should be noted that the Greenfield Housing Code does not apply to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area.

Housing Alterations Code
Complying development MAY or MAY NOT be carried out on the land.

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

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

• The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

Development may be complying development if it can meet the requirements and standards of the SEPP and:

(a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
(b) is subject to an exemption under section 57(1A) or (3) of that Act,

General Development Code
Complying development MAY or MAY NOT be carried out on the land.

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

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

  Development may be complying development if it can meet the requirements and standards of the SEPP and:

  (a) has been granted an exemption under section 57(2) of the Heritage Act 1977,
  or
  (b) is subject to an exemption under section 57(1A) or (3) of that Act,

Subdivision Code
Complying development MAY or MAY NOT be carried out on the land.

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

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

  Development may be complying development if it can meet the requirements and standards of the SEPP and:

  (a) has been granted an exemption under section 57(2) of the Heritage Act 1977,
  or
  (b) is subject to an exemption under section 57(1A) or (3) of that Act,

Demolition Code
Complying development MAY or MAY NOT be carried out on the land.
Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

  Development may be complying development if it can meet the requirements and standards of the SEPP and:

  (a) has been granted an exemption under section 57(2) of the Heritage Act 1977,
  or
  (b) is subject to an exemption under section 57(1A) or (3) of that Act,

Commercial and Industrial Alterations Code

Complying development MAY or MAY NOT be carried out on the land.

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

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

  Development may be complying development if it can meet the requirements and standards of the SEPP and:

  (a) has been granted an exemption under section 57(2) of the Heritage Act 1977,
  or
  (b) is subject to an exemption under section 57(1A) or (3) of that Act,

Commercial and Industrial New Buildings and Additions Code
Complying development MAY or MAY NOT be carried out on the land.

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

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

  Development may be complying development if it can meet the requirements and standards of the SEPP and:

  (a) has been granted an exemption under section 57(2) of the Heritage Act 1977,
  or
  (b) is subject to an exemption under section 57(1A) or (3) of that Act,

Fire Safety Code
Complying development MAY or MAY NOT be carried out on the land.

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

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

Development may be complying development if it can meet the requirements and standards of the SEPP and:

(a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
(b) is subject to an exemption under section 57(1A) or (3) of that Act,

Note: This certificate only addresses the exclusions raised in clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of SEPP (Exempt and Complying Development Codes) 2008.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

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

Not Applicable.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017.*

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
(b) any environmental planning instrument, or
(c) any resolution of the 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 the council, or

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

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

Land slip
The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

Bushfire
The land is affected by the provisions of a Development Control Plan and by Planning for Bushfire Protection 2006 (NSW Rural Fire Service) that may restrict the development of the land because of the likelihood of bushfire.

Tidal inundation
The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

Subsidence
The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence or any other risk.

Acid sulphate soils
The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

Other risk
Contamination:
Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

Salinity:
Council's policy 'Building in a Salinity Prone Environment' applies to the whole of the council area. The policy includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. A copy of the policy is available on Council's website.

7A Flood related development controls information

(a) **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 senior housing) is subject to flood related development controls.**

Yes.

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

Yes.

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

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8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

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9 Contributions plans

The name of each contributions plan applying to the land

Oran Park and Turner Road Section 7.11 Contributions Plan

9A Bio-diversity certified land

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

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

The land is not biodiversity certified under Part 8 of the Biodiversity Conservation Act 2016 or Part 7AA of the Threatened Species Conservation Act 1995.

The land however is subject to biodiversity certification as described in Schedule 7 Part 7 “Bio-certification of Sydney Region Growth Centre State Environmental Planning Policy and related Environmental Planning Instruments” in the Threatened Species Conservation Act 1995, which remains in force under the Biodiversity (Savings and Transitional) Regulation 2017. Further information is available at:

http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/South-West-Priority-Growth-Area/Key-actions-and-documents

10 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note. Biodiversity stewardship agreements include biobanking agreements under Part7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

No.

10A Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

11 Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

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

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate is partially bushfire prone land.

12 Property vegetation plans

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

No.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

No.

14 Directions under Part 3A

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

No.

15 Site compatibility certificates and conditions for seniors housing

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

(a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

(b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

It is the responsibility of the person who benefits from a development consent to ascertain the validity of the development consent within the meaning of section 4.19 and section 4.53 of the Environmental Planning and Assessment Act 1979, as amended.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of 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 and, if there is a certificate, the statement is to include:

(a) **the period for which the certificate is valid, and**
(b) **that a copy may be obtained from the head office of the Department.**

No.

17 Site compatibility certificates and conditions for affordable rental housing

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

No.

(2) **Are there any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 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.**

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

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

Not Applicable.

19 Site verification certificates

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

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 *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*

No.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No, not listed.
Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

(2) A statement of:

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

(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.

(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**.**

There is no affected building notice the Council is aware that is in force in respect to this land

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is 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 that 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 that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT:

OTHER INFORMATION

1 Western Sydney Airport - Badgerys Creek

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek. A draft Environmental Impact Statement (EIS) and draft Airport Plan were on public exhibition from 19 October to 18 December 2015.

On 15 September 2016 the final EIS was presented to the Commonwealth Minister for the Environment and Energy. On 11 November the Minister provided a notice of environmental conditions to be placed on the airport development.

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in the mid-2020s).

Further information on Western Sydney airport is available at www.westernsydneyairport.gov.au, or from the Commonwealth Department of Infrastructure and Regional Development at www.infrastructure.gov.au.

2 Outer Sydney Orbital Corridor Identification, North South Rail Line and South West Rail Link Extension Corridor Identification

On 26 March 2018, the NSW Government released for comment a recommended corridor of land for the Outer Sydney Orbital, North South Rail Line and South West Rail Link Extension which may affect land in the Camden Local Government Area.

A new State Environmental Planning Policy is also proposed to be created that will protect these corridors, once the alignments have been finalised.

On 22 June 2018, the NSW Government announced a revised corridor of land for the Outer Sydney Orbital in response to community feedback.

Further information on the recommended corridor alignments and a Discussion Paper that explains the intended effects of the new State Environmental Planning Policy is available at www.transport.nsw.gov.au/corridors.

3 Miscellaneous Information

* Additional Flooding Information:

The subject land is affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

* The subject land is affected by overland flow based on the Upper South Creek Floodplain Risk Management Study and Plan adopted by Council 12/03/2019 and potentially subject to flood related development controls that restrict development of the subject land due to likelihood of over land flow flooding.

In accordance with section 733 of the Local Government Act 1993, Council is not liable in respect of any advice furnished in good faith by Council relating to the likelihood of any land being flooded or the nature or extent of any such flooding, or anything done or omitted to be done in good faith by the Council in so far as it relates to the likelihood of land being flooded or the nature of the extent of any such flooding.

Overland flow flooding: overland flow flooding means inundation by local runoff on its way to a waterway, rather than overbank flow from a waterway.

Report on Salinity Investigation and Management Plan:
Proposed Residential Subdivision: Stages 9 and 10 Arcadian Hills 2 The Northern Road Cobbitty, prepared by Douglas Partners, Project 34281.23, dated June 2015.
Further enquiries may be directed to Planning and Environmental Services.

* Coal Seam Gas Extraction:

Coal Seam Gas Extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the

Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

* Contamination Information:

In relation to Council's policy 'Management of Contaminated Lands' there are report/s and information which may apply to the land. Further details can be obtained from Council, please contact Council's customer service.

Note: The report/s and information which apply to the land may be either:

* Preliminary detailed contamination investigations, identifying whether there is, was or was not any contamination or potential contaminating activities affecting the land;

* Remediation action plans setting out works required to deal with any contamination and make the land suitable for its intended use;

* Validation reports and / or independent site audits which verify the satisfactory completion of remediation or decontamination works;

* Environmental Management Plans.

* Salinity Information:

In relation to Council's Policy on Building in a Salinity Prone Environment, there are salinity report/s or management plans which apply to the land.

Further details can be obtained from Council, please contact Council's customer service.

Note: Where a section 88B instrument applies to the land this may include a restriction specifying the relevant salinity management plan.

* Western Sydney Airport - Obstacle Limitation Surface:

The land is within the Obstacle Limitation Surface (OLS) established within a radius of approximately 15km of Western Sydney Airport, with potential height or development limitations to protect airport airspace.

Further information, including the height of the OLS at any point around the airport, is available on Western Sydney Airport website:https://www.wsaco.com.au/about/airspace-protection-for-western-sydney-airport

* South Creek West Land Release Area.

On 22 November 2017, the Minister for Planning and Housing announced a new 1,500 hectare land release known as South Creek West.

The Department of Planning and Environment will now develop a draft Structure Plan as the framework for future growth. This draft Plan will be released in 2018 for community feedback.

Further information is available on the Department of Planning and Environment's website: http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/South-Creek-West

DISCLAIMER AND CAUTION

1. The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

2. The information contained in this certificate **is accurate as at the date of this certificate**.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Ron Moore
General Manager

Sydney WATER

Application: **10212693**
Your Ref: P OR-M8CB9XQ

16 July 2019

Property details: 421C The Northern Rd COBBITTY NSW 2570
LOT 501 DP 1231858

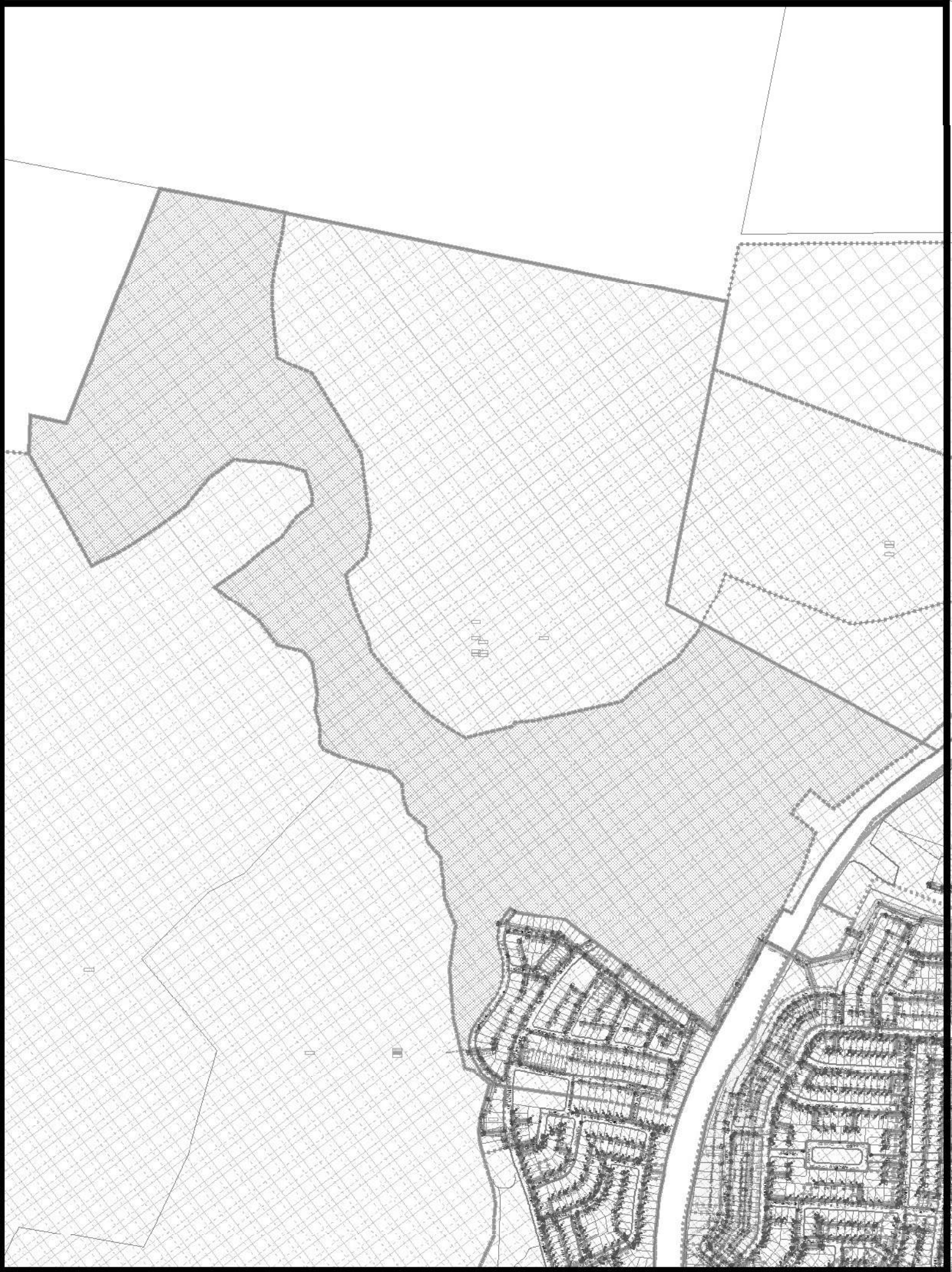
We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

Application No. 10212692 Created on Jul 12, 2019 4:16:01 PM



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

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.
   (f) 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

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. 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

11. 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

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.
15. (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;
      (iv) please provide details of insurance under the *Home Building Act 1989*.

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16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
    (b) Are there any party walls?
    (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
    (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
    (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
    (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
    (a) any resumption or acquisition or proposed resumption or acquisition?
    (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
    (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
    (e) any realignment or proposed realignment of any road adjoining the property?
    (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
    (b) If so, do any of the connections for such services pass through any adjoining land?
    (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

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OXLEY RIDGE
COBBITTY



Design Guidelines

BHL

OXLEY RIDGE DESIGN GUIDELINES

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Version 1 March 2020

INTRODUCTION

The principal aim of this document is to create a contemporary rural vision for the built form at Oxley Ridge and to assist the project team in maintaining authenticity and consistency in the character, landscape and housing design.

The guidelines have been developed to assist builders and designers in achieving well planned houses and gardens which respond to their site, orientation and climate.

This document aims to maintain consistency and quality of street character by controlling home front facade elements through:

1. KEY ELEMENTS DESIGN
2. ARTICULATION
3. MATERIALS
4. LANDSCAPING

OTHER DOCUMENTS

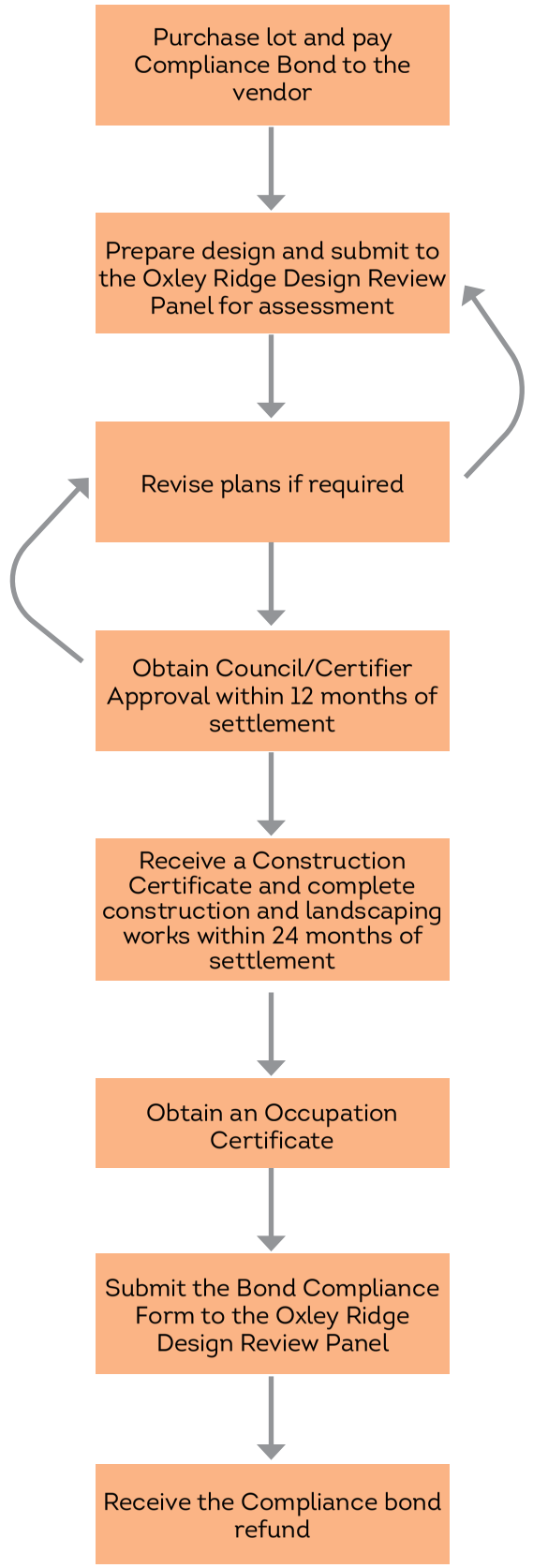
These Guidelines should be read in conjunction with the NSW Greenfield Housing Code, Camden Local Environment Plan (LEP), Camden Development Control Plan (DCP).

While these Design Guidelines incorporate the above controls, applicants should consult these documents, other applicable controls and make their own independent enquiries directly with Council's officers for any further information.

Design approval from the Oxley Ridge Design Review Panel does not exempt any building from statutory regulations. It is the builders responsibility to ensure compliance with all development regulations.

Whilst these guidelines have been carefully put together, we acknowledge that occasionally some home designs will satisfy the objectives whilst not entirely complying with these guidelines. In recognition of this, we reserve the right to modify these guidelines for a particular home and conversely, if appropriate, require amendments to a home design that does not satisfy the objectives even though it may comply with the guidelines.

THE APPROVAL PROCESS



- A copy of the Guidelines should be given to your home designer or builder, to design or select your home.
- The Oxley Ridge Design Review Panel offer a design and support service and will assist you in understanding this document.
- Discussions and enquiries are encouraged from purchasers before commencement of the design work or selection of your facade.
- The Oxley Ridge Design Review Panel must review and approve all house and landscaping designs prior to submitting your plans to a Building Certifier or Council.
- Anticipated turnaround time for approvals will be 10 working days. The panel will promptly approve plans that are in accordance with the Design Guidelines.
- A $2,500.00 Compliance Bond is payable to the vendor upon settlement of your land.
- The house and landscape designs must receive Building Certifier or Council approval within 12 months and completed within 24 months to be eligible to receive a Compliance Bond refund.
- The Bond will be refunded within 30 days upon Occupation Certificate being received and submitted with the Bond Compliance Form (located at the end of this document) to the Oxley Ridge Design Review Panel.
- The panel must be satisfied that compliance with the Design Checklist and the Contract for Sale of Land has been achieved. An inspection of your completed home may be requested by the panel to ensure that all guidelines have been satisfied.

VISION

Our vision is to create a distinctive neighbourhood identity, responding to the site's unique environment and the historic built form character of the region.

This identity will be presented in the built form, landscaping, public open spaces and private domains of homes.

The Oxley Ridge Design Guidelines have been prepared to encourage a rural or contemporary character to dwellings to complement the overarching vision for the project. The Guidelines provide for a consistent quality of built form ensuring protection to your investment.



OXLEY RIDGE DESIGN GUIDELINES

The Guidelines provide guidance on design requirements at Oxley Ridge and a number of mandatory elements. A number of the following elements must be included to provide a minimum dwelling score of 100 points as follows:

Element	Requirement	Points
Roof	Simple roof form with Colorbond metal roof profile	50
Entry	Provide a covered entry, minimum 0.9m deep, clearly visible from street and integrated with building form to provide architectural feature	25
Verandah or Pergola	Minimum 0.9 deep verandah or pergola to a minimum 40% of front facade; or	50
	Minimum 0.9 deep verandah or pergola to a minimum of 30% of front facade.	25
	The verandah or pergola can be incorporated on either the ground floor or first floor of the building.	
External Materials	Minimum 30% of front facade to be lightweight cladding with vertical or horizontal texture. Where cladding abuts the front corner of the dwelling, cladding to wrap sides of building for a minimum length of 2m.	25
Colour Palette	Colours to building exterior to comply with colour palette included in the design guideline	25

The following design guideline elements are mandatory and must be provided in addition to the minimum 100 point score:

Element	Requirement
Landscape	Compliance with landscape design checklist.
Corner Lots	Corner lots must address both street frontages -refer to design checklist for requirements.
Design Checklist	Compliance with the design checklist requirements other those modified by achieving the minimum 100 point score above.

OXLEY RIDGE DESIGN GUIDELINES

OXLEY RIDGE

The Site

Oxley Ridge is located approximately five kilometres north of Camden and west of Oran Park. The site is bounded to the north of Cobbitty Road, residential development accessible to schools, Oran Park and Narellan town centres, the University of Sydney and Camden airport.







History

The site sits within the Macarthur Region, an area formerly occupied by the D'harawal people, who have used the area extensively as hunting grounds. After the arrival of European settlers, the site was known as "The Cow pastures," with the fertile pasturage utilised to establish a thriving sheep and wool industry in the area.

Since European settlement, the area was known as a place where one can live a rural lifestyle, with a strong connection to the outdoors, linked to smaller communities and with a relationship to local producers and growers.

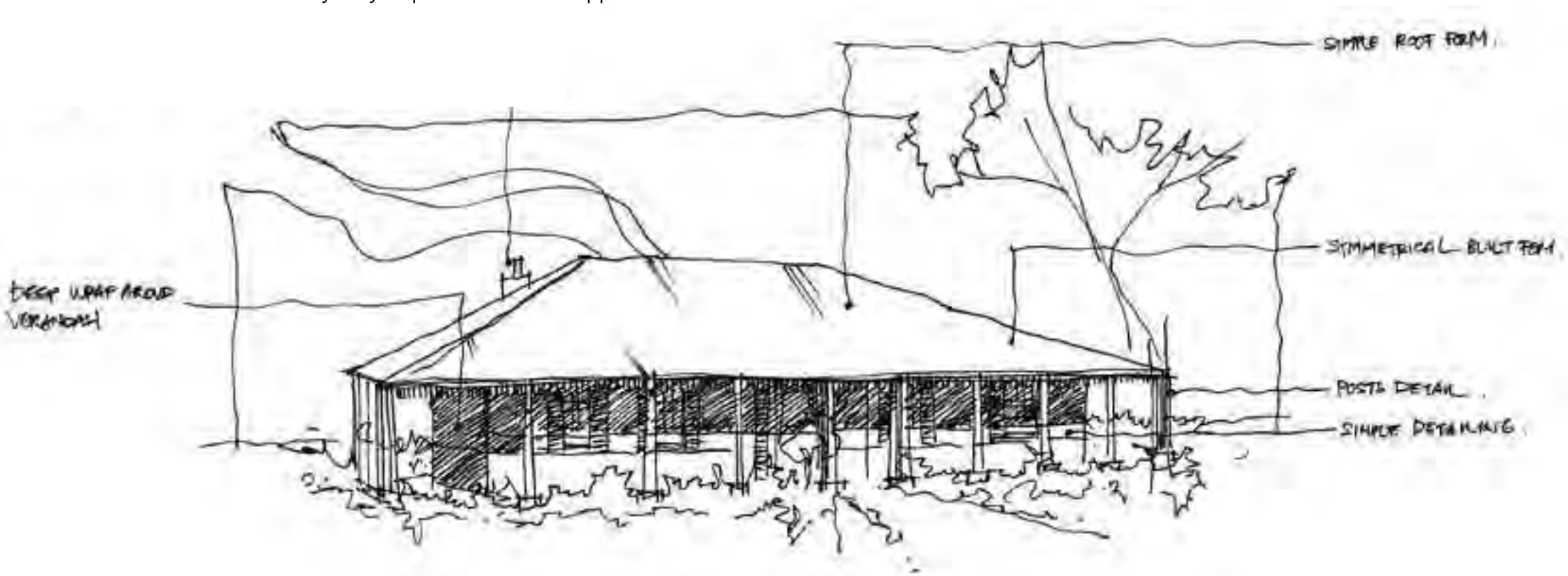
This appeal has remained consistent, with additional layers supporting the continued population growth of the area such as the New Western Sydney Airport.

Regional Character

Oxley Ridge will be an appealing new precinct within Cobbity, as a part of the exciting Priority Growth Centre Area, situated north-west of Campbelltown. The area is establishing an opportunity for people to relocate for an idyllic country lifestyle without losing the amenities within a larger urban area.

Oxley Ridge precinct has the opportunity to draw from the history and character of the Farm Estate, which the site's land was once a part of.

Drawing on the materiality and architectural elements of the Farm Estate homestead and farm complex will assist in developing a genuine and authentic "Contemporary Rural" character which connects to the country appeal of the site's location.



OXLEY RIDGE RURAL CHARACTER

Primary Elements

- Dominant Simple roof form
- Solid Built form (masonry & lightweight)
- Honest/Tactile material elements
- Horizontal emphasis with vertical accents

Secondary Elements

- Vertical design elements
- Verandah with colonnade + strong connection to living
- Entry feature

Tertiary Elements

- Traditional materiality with contemporary application
- Pergola
- Timber feature element
- Stone/Brick

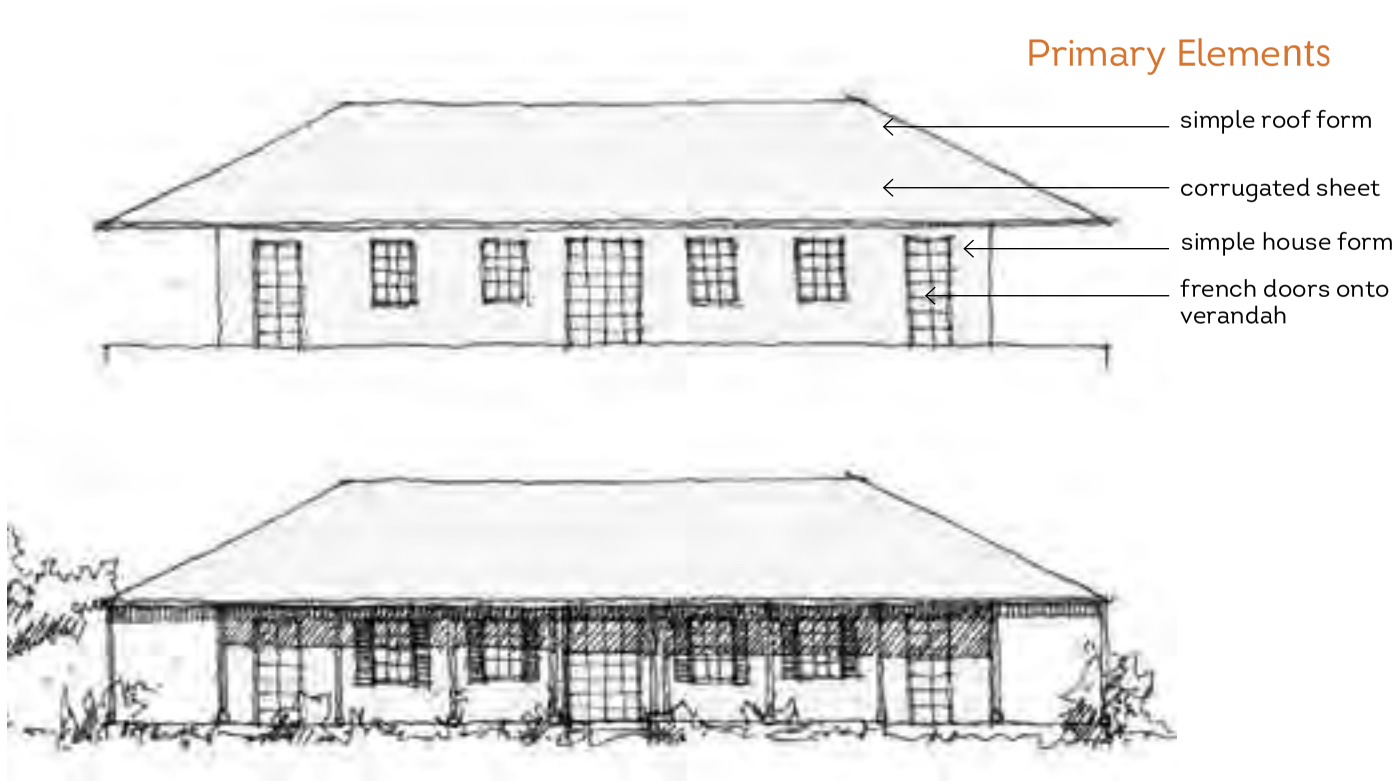
Tertiary Elements



Secondary Elements



Primary Elements



OXLEY RIDGE DESIGN GUIDELINES

OXLEY RIDGE CONTEMPORARY CHARACTER

Features

- Contemporary regional Australian design
- Nestled into landscape
- Large patio/verandah with colonnade
- Traditional & Natural materials with contemporary application
- Dominant high pitched roof form

Primary Elements

- Simple roof form
- Solid Built form base (masonry/lightweight)
- Honest/Tactile material elements

Secondary Elements

- Vertical design elements
- Verandah with colonnade
- Entry feature

Tertiary Elements

- Traditional materiality with contemporary application
- Pergola
- Timber feature elements
- Timber Balustrades
- Timber screens
- Stone/Brick





ROOF DESIGN

Principles

- The Rural character is defined by the simplicity of the roof form. The roof forms the verandah enclosure

Guidelines

- Roof designs are to be simple
- Roof design to be gabled, hipped, or skillion
- Curved roofs are not permissible
- Roof materials are to be metal and flat concrete roof tiles
- Roof pitch to be min. 24.5°
- Eaves to be min. 450mm (larger eaves encouraged)
- Simple articulation such as timber feature to the gable ends is encouraged
- Parapets walls should be limited in their use.
- Except for Terrace dwellings







ENTRY

Principles

- Create a clear and visible entry area which provides shelter for people upon entering the dwelling
- Form an integral part of the dwelling
- Articulated entry features to be simple and contemporary
- Sun shading designs are to be incorporated into the overall design of the house
- Screens and awnings are encouraged for protection of openings on the northern and western elevations
- Timber solar/privacy screening devices are encouraged as tertiary articulation elements



Guidelines

- Provide a covered entry minimum 0.9m deep and clearly visible from the street
- The entry shall be a feature element of the façade, high quality materials to be used



VERANDAH AND PERGOLA

Principles

- Allow for a seamless link between internal and external living areas
- Improve energy efficiency by shading windows
- Appear as an extension of the house

Guidelines

- A minimum 0.9 metre deep verandah or pergola elements is required to the front façade of all houses
- The verandah or pergola is to be a minimum of 30% of the width of the front façade
- Connection between the internal and external living spaces to the front verandah is encouraged



EXTERNAL MATERIALS

The external materials should be appropriately designed to reduce the bulk and scale of the buildings while fitting in the streetscape in a harmonious manner.

Principles

- Durability, detailing, appearance and diversity should be considered when selecting materials to ensure a high quality appearance over time
- Variety and individuality are important, and considered materials selection creates a harmonious balance on the facades of the house
- Well balanced proportions are also important in improving the appearance of the dwelling, helping to relate various elements such as doors, windows and entries. Well proportioned elements on the façade of the building significantly improve its aesthetic value

Guidelines

- The main colour & render colours should be light, natural and earthy synonymous with the landscape (Refer Colour Palette on p18)
- Minimum of 30% street frontage to be lightweight cladding (with vertical or horizontal texture).
- Lightweight cladding to wrap sides of building for a minimum length of 2m
- Face brick on the front façade should be carefully selected from the materials palette
- Highlight colours for articulation, window frames, doors, screening elements, guttering, down pipes and letter boxes should complement the base & roof colours while creating contrast
- Roof colours to be light colour facilitating the Estate climate conditions
- Garage doors should match or be similar to roof colour (timber look garage doors excepted)











OXLEY RIDGE DESIGN GUIDELINES

COLOUR PALETTE

Guidelines

Bricks to be selected within the following ranges:
- Austral - Silver, Chiffon, Blackbutt, Orpheus
- PGH - Espresso, Truffle, Sorbetto, Granite, Volcanic

Roofing to be selected within the following ranges:
- Boral Macquarie, Slimline or Contour
- Ochre, Shale, Walnut, Taupe, Quartz, Peat, Dark Chocolate
- Colourbond: Cove, Dune, Evening Hae, Gully, Jasper, Mangrove, Ironstone, Shale Grey, Terrain, Windspray, Wallaby

Window frame Colours to be selected from the following colours:
- Pearl White, Surfmist, Precious Silver Pearl, Basalt, Monument, Charcoal

Render colour to be selected from the following colour palette:
- Ghosting, Knight Grey, Light Pewter, Mink Scorpio, Ornamental Pearl, Salinger, Stormy Shadow, Struan Grey, Taupe Stone, Cloudburst

Cultured or natural Stone:
- PGH Cultured Stone

Front Fencing
General front fencing is not mandatory unless specified on your Building Envelope Plan and should be no higher than 1.2m

Side Fencing
Side fencing returns or gates are to be finished 7.5m behind the front boundary or 2m behind the adjacent facade, whichever is furthest from the front boundary

* Proprietary brands are nominated to assist the identification of colour selection.
* Other brands are permissble subject to demonstration that the colours are equivalent.



COLOUR PALETTE OPTIONS

Chai with Maroka


Roof Tile


Metal Roof


Brick


Applied Finish

- Gutter / Downpipes / Window Frames
- Cladding / Front Door
- Eaves
- Fascia
- Garage Door / Rainwater Tank
- Driveway

Aniseed with Maroka


Roof Tile


Metal Roof


Brick


Applied Finish

- Gutter / Fascia / Downpipes / Rainwater Tank
- Cladding / Front Door
- Eaves
- Window Frames
- Garage Door
- Driveway

Chilli with Maroka


Roof Tile

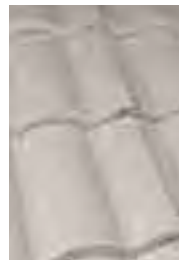

Metal Roof

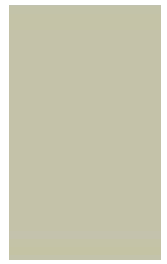

Brick


Applied Finish

- Gutter / Fascia / Downpipes / Rainwater Tank
- Cladding / Eaves / Front Door
- Window Frames
- Garage Door
- Driveway

Cinnamon with Maroka


Roof Tile


Metal Roof


Brick


Applied Finish

- Gutter / Fascia / Downpipes / Garage Door
- Cladding / Eaves / Front Door
- Window Frames
- Rainwater Tank
- Driveway

Nutmeg with Maroka


Roof Tile

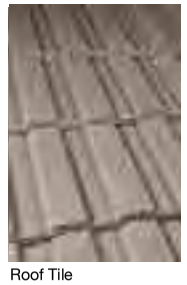

Metal Roof

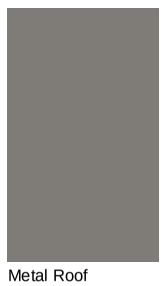

Brick


Applied Finish

- Gutter / Downpipes / Rainwater Tank
- Facia / Eaves / Garage Door
- Window Frames
- Cladding / Front Door
- Driveway

Nutmeg with Maroka


Roof Tile


Metal Roof

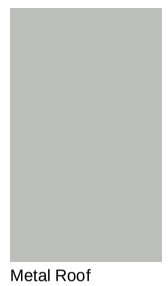

Brick


Applied Finish

- Gutter / Downpipes / Rainwater Tank
- Facia / Eaves / Garage Door
- Window Frames
- Cladding / Front Door
- Driveway

Ginger with Maroka


Roof Tile


Metal Roof


Brick


Applied Finish

- Gutter / Fascia / Downpipes / Rainwater Tank
- Window Frames / Garage Door
- Eaves / Cladding / Front Door
- Driveway

LANDSCAPE AND FENCING

A landscape plan must be submitted with the application and it is to indicate the extent of: garden beds, trees and shrubs, turf, hard paved areas, and all other outdoor features including fencing.

Refer Landscape Requirements on p 31.

Typical Mid-lot Landscape Plan

KEY:

- Small / Medium Evergreen Tree
- Small / Medium Deciduous Tree
- Hedge Evergreen Shrub 1.2m -1.8m ht
- Low Evergreen Shrub max 0.7m
- Turf
- Compacted gravel or pebbles
- Pavement by Builder
- Garden Edger
- Fold down clothes line
- Letterbox
- Fence 0.90m ht
- Lapped & capped fence 1.8m ht
- Air conditioner unit, suggested location
- Rain water tank, suggested location
- Hot water unit, suggested location

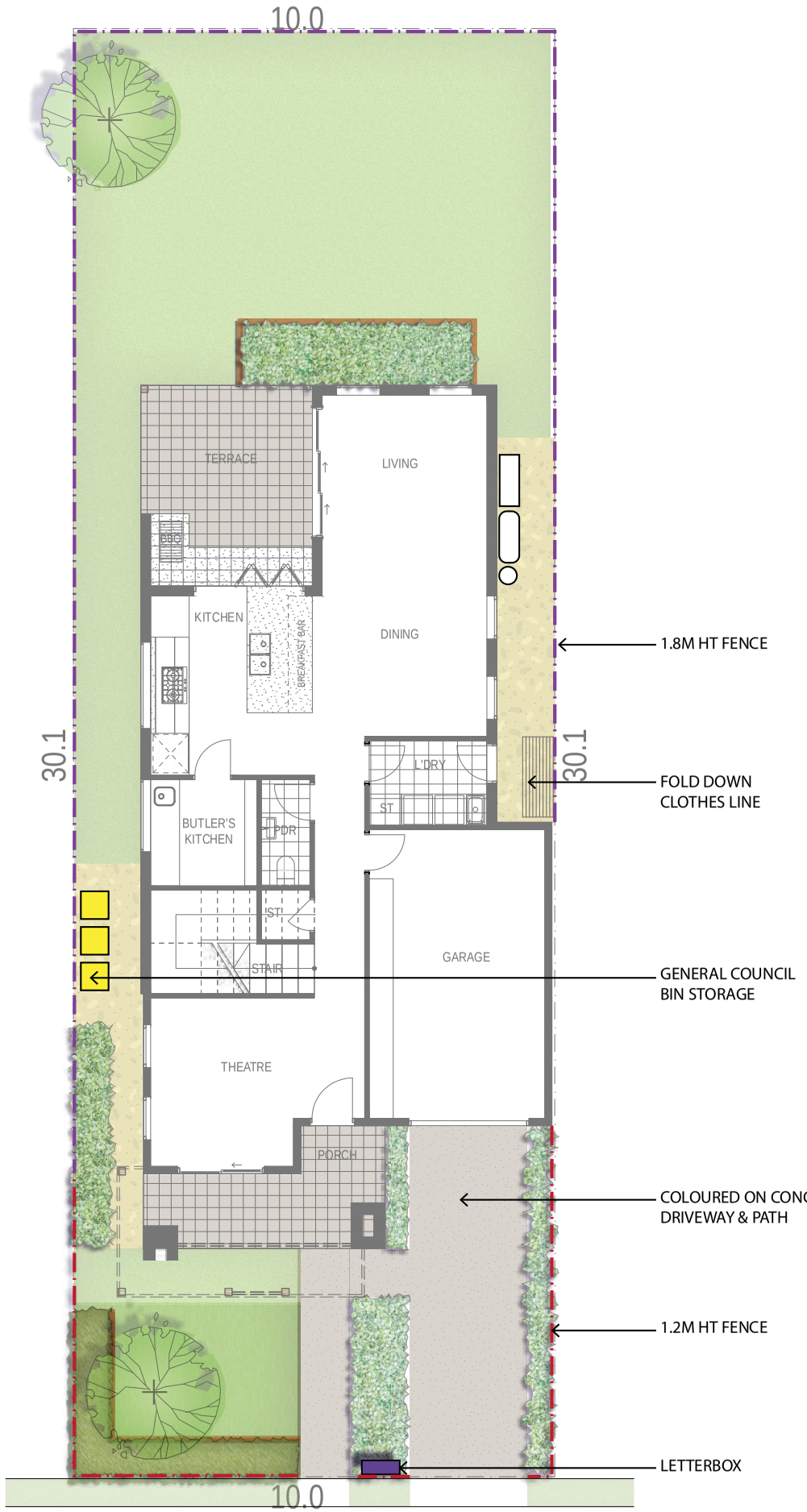
Paterson Design Studio
Landscape Architects / Urban Designers

Paterson Design Studio PTY. LTD
16a/1-15 Tramore Place
Killarney Heights, NSW 2087.

Registered Landscape Architect:
Garth Paterson FAILA Reg#716
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OXLEY RIDGE DESIGN GUIDELINES

OXLEY RIDGE DESIGN GUIDELINES

LANDSCAPE AND FENCING

Typical Corner Lot Landscape Plan

KEY:

- Small / Medium Evergreen Tree
- Small / Medium Deciduous Tree
- Hedge Evergreen Shrub 1.2m -1.8m ht
- Low Evergreen Shrub max 0.7m
- Turf
- Compacted gravel or pebbles
- Pavement by Builder
- Garden Edger
- Fold down clothes line
- Letterbox
- Fence 0.90m ht
- Lapped & capped fence 1.8m ht
- Air conditioner unit, suggested location
- Rain water tank, suggested location
- Hot water unit, suggested location

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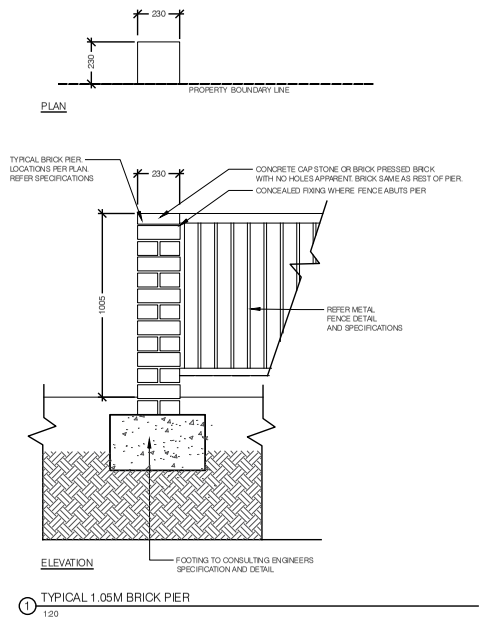
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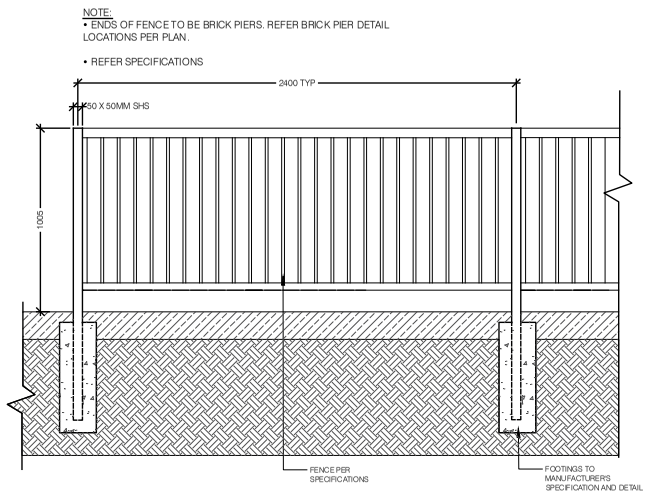


LANDSCAPE AND FENCING

Fencing details



1 TYPICAL 1.05M BRICK PIER
1:20



2 TYPICAL METAL FENCE
1:20

SPECIFICATIONS:
All fencing shall be galvanised steel with powder coated finish or timber paling.

All fixtures, posts, latches and other components etc to be galvanised steel with powdercoated finish to all visible surfaces.

Rod capping to be glued in place.

Fence to be installed to manufacturers recommendations.

Fence Type - Picket Fence supplied by Dunn & Farrugia or approved equal. Fence colour per arch dwg.

Top of fencing panels to be flush with top of brick piers, and cut to length as necessary.

No fence panel to be less than 1.0 meter in length.

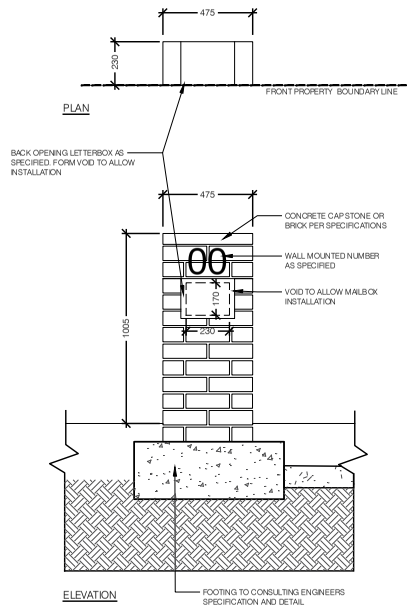
Concealed fixings where fence abuts brickwork.

Rails shall be 40x40mm rectangular. Pickets shall be 75x16mm rectangular tubing pickets. Fence post shall be 50 x 50mm square.

Footings to fencing shall be concrete encased 300mm diameter by min 600 deep.

Rails shall be 38x25mm rectangular, fixed to posts and piers with concealed fixings.

Clearance to underside of fencing to be maximum 150mm and min 50mm.



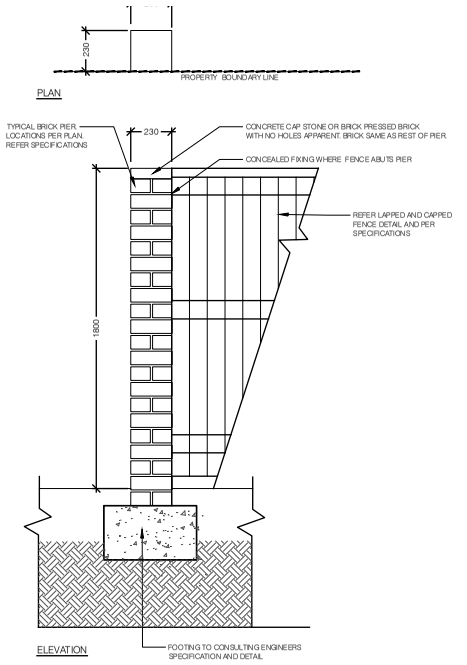
1 TYPICAL MAILBOX AND HOUSE NUMBER PIER
1:20

SPECIFICATIONS:
Brick i pier to match house brick.
Leave opening in brickwork to receive Letterbox.
Letterbox to be Milkan Stainless Steel Palazzo Brick in Front Open Mailbox or approved equal. (Available at Bunnings) Dimensions: Face: 210mm high x 285mm wide
Sleeve: 170mm high x 230mm wide.
House numbers to be Milkan 150mm Stud Mount Screw On Stainless Steel Numeral. (Available at Bunnings) Numbers to be flush mounted.
Brick posts and brick walls to be located as indicated in plan.
Capstone to be concrete cap stone or pressed brick with no holes apparent. Bricks same as rest of pier.

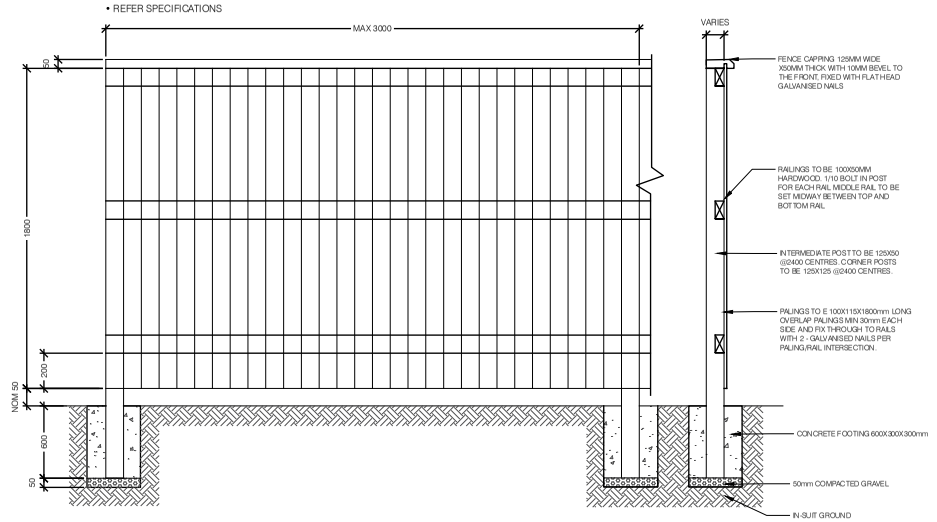








1 TYPICAL 1.8M BRICK PIER
1:20



2 TYPICAL LAPPED AND CAPPED TIMBER PALING FENCE DETAIL
1:20

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OXLEY RIDGE DESIGN GUIDELINES

DESIGN CHECKLIST

	compliance		Comments
	Yes	No	
Vision			
▪ The Neighbourhood Identity ▪ Reflection of Historic Built form			
Home Design principles			
Site Planning ▪ Maximise natural characteristics of the area ▪ Consider site constraints ▪ Emphasis on verandahs and indoor-outdoor areas ▪ Compliance with building envelopes			
Setbacks ▪ All setbacks to be compliant with CDC and Council DCP			
Garage and Driveways ▪ Garage to be set back from the front facade 1m ▪ Garage door width as per relevant approval authority ▪ Garage access to corner lots from secondary road where permissible ▪ Charcoal coloured concrete driveway to be used ▪ Driveway crossover 3m for single garage, 5m for double garage			
Solar Access ▪ Access from the main living area directly to PPOS			
Private Recreation Space ▪ Compliance with minimum private open space requirements ▪ Rear yard to accommodate min. 1 tree 8-15m high			

	compliance		Comments
	Yes	No	
Privacy and Surveillance ▪ Upper level opening 3m to adjacent dwelling where permissible ▪ Obscure glazing to Bathrooms & WC's ▪ Upper level living overlooking private open space of adjacent dwelling to be high level windows			
ESD ▪ Adequate sunlight access ▪ Cross ventilation			
Ancillary Elements ▪ Not visible from the street ▪ Letterbox incorporated with landscape design			
Architectural character			
Contemporary Context ▪ Primary Elements: simple form ▪ Secondary Elements: verandah, entry, corner element ▪ Tertiary Elements: screening, balustrading ▪ Corner Lots to address both frontages with above elements			
The Style Elements			
Roof Design ▪ Simple roof form: pitched gable, hip or skillion ▪ Materials Corrugated steel/flat roof tile or similar ▪ Roof pitch min. 24.5° ▪ Eaves min. 450mm Excluding zero lot boundaries and alfresco			

	compliance		Comments
	Yes	No	
Verandah and pergola Elements ▪ Min. of 1m deep ▪ 40% of the front façade ▪ Connecting internal and external spaces			
Entry ▪ Min. 1m deep ▪ Feature element, high quality materials			
External Materials ▪ Main render to be in accordance with colour palette options (refer pages 20 and 21 of the Design Guidelines) ▪ Min. 30% of street frontage to be lightweight cladding ▪ Lightweight cladding to wrap around side of facade min 2m ▪ Highlight colours for articulation ▪ Roof colours to be in accordance with colour palette options (refer pages 20 and 21 of the Design Guidelines)			

LANDSCAPE DESIGN CHECKLIST

	compliance		Comments
	Yes	No	
Landscape Requirements ▪ Tree to front (1 x 25 Litre pot) ▪ Tree to rear (1 x 25 Litre pot) ▪ Small/low height planting to define front boundary (15 x pot size 150mm) ▪ Hedge/continuous shrub planting to define front boundary (5 x pot size 200mm) ▪ Side and rear boundary fencing to be 1.8m high timber lapped / aluminium panel with appropriate gates and block offs where required. Fence to be at least 2m behind front facade ▪ Fencing to corner lots (side boundary) to be timber lapped / aluminium panel 1.8m high. Front fencing to be 0.9m high, can be soft or hard landscaped. Approval required by Oxley Ridge Design Panel ▪ Letter Box - Aluminum ▪ Turf to front and rear yards ▪ Pebble/gravel to side of dwellings up to boundary ▪ All retaining wall material to be masonry forward of the building line - if required ▪ Brick edging around garden beds ▪ Surface pits and drains noted on the storm water plans ▪ Fold down clothes line ▪ Air conditioners and solar hot water tanks are not visible from the street			

OXLEY RIDGE DESIGN GUIDELINES

ATTACHMENT A

STEP BY STEP DESIGN APPROVAL

Design and siting approval at Oxley Ridge can easily be achieved by following these simple steps:

Step 1: Purchase the lot, pay the bond and prepare your design

- Purchase the lot and pay the Compliance Bond to the Vendor
- Review the Oxley Ridge Design Guidelines and provide a copy of these to your builder
- Prepare your house and landscaping design and submit these plans to the Oxley Ridge Design Review Panel for assessment – oxleyridgedrp@bhlgroup.com.au
- The assessment will take up to 10 working days.
- Any changes required will be discussed and the builder will re-lodge the plans to The Oxley Ridge Design Panel for approval
- You will receive one set of stamped plans once the design is approved

Step 2: Lodge your Development Application

Complying Development Code may be used at Oxley Ridge. Your builder has the opportunity to use a Private Certifier for approval. If the home does not meet the Complying Development Code, the builder is required to obtain development consent from Camden Council.

Private Certifier (Complying Development Code)

- Lodge the house and landscaping plans with your nominated Private Certifier including design plans stamped by The Oxley Ridge Design Panel
- Receive Complying Development Code Certificate (CDC) within 12 months of settlement

Camden Council (Development Control Plan)

- Lodge a Development Application using the Development Control Plan (DCP) Policy with Camden Council including design plans stamped by The Oxley Ridge Design Panel
- Receive DA Approval within 12 months of settlement
- Lodge an application for a Construction Certificate with either Council or a Private Certifier

Step 3: Construction

- Complete dwelling construction and associated landscaping and fencing
- Obtain an Occupation Certificate provided by either Camden Council or a Private Certifier

Step 4: Compliance Bond Refund

- Submit the Compliance Bond Refund Form with a copy of the Occupation Certificate to The Oxley Ridge Design Panel
- The Panel may request an inspection of your home
- Once the Panel are satisfied that all conditions are met, the Compliance Bond refund will be processed within 30 days

COMPLIANCE BOND REFUND FORM

To receive a refund on your Compliance Bond once your home and landscaping is complete, you will need to satisfy the following requirements:

- Meet the conditions of the Contract for Sale of Land
- Receive approval from the Oxley Ridge Design Review Panel and the Principal Certifying Authority (Camden Council or Private Certifier)
- Construction of home and landscape completed within 24 months of contract completion date
- Obtain an Occupation Certificate and submit a copy with this form

Once you have met the requirements to receive a refund, please complete the form below and email this and a copy of your Occupation Certificate to the Oxley Ridge Design Review Panel **oxleyridgedrp@bhlgroup.com.au**

We may request an inspection of your home in order to refund the Compliance Bond. Refunds will be processed within 30 days once the Bond Compliance Refund Form is received and all conditions are satisfied.

Application Details

Name _____

Lot Number _____ Street No _____ Street Name _____

Phone _____ Email _____

Bank Details

Account Name _____

Account Number _____ BSB Number _____

Checklist

☐ House is completed in accordance with the approved plans

☐ Landscaping is completed in accordance with approved plans

☐ Occupation Certificate received and a copy included with this application

Date Submitted _____

OXLEY RIDGE DESIGN GUIDELINES

OXLEY RIDGE
COBBITTY

1300 137 240

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