

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	Hume Homes Pty Ltd ACN 162 843 585 3/63-65 Garfield Road, Riverstone, NSW 2765	
vendor's solicitor	Platinum Property Law 2, 2 Riverstone Parade, Riverstone NSW 2765 PO Box 126, Riverstone NSW 2765	Phone: 02 9627 7400 Fax: 02 8580 5252 Ref: 2019/4617
date for completion	See Special Condition 51 (clause 15)	
land (address, plan details and title reference)	Lot / 71 Boundary Road, Box Hill, New South Wales 2765 Lot in an Unregistered Plan which is part of Lot 400 in DP 1248734 being a Consolidation of Parent Lots 41 and 42 in DP 39157 Folio Identifier : /	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes

GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

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

Pexa

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW payment*
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)**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:

Hume Homes Pty Ltd

Supplier's ABN:

ACN 162 843 585

Supplier's GST branch address (if applicable):

Supplier's business address:

3/63-65 Garfield Road, Riverstone, NSW 2765

Supplier's email address:

yasmeen.bano@qartabahomes.com.au

Supplier's phone number:

02 9627 3073

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

List of Documents

General

- ☒ 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 under 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 sewer 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
- ☐ 58 other document relevant to off the plan contract
- Other**
- ☐ 59

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **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.

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 Normally, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 Normally, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 Normally, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
 - 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 - 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 - 16.4 The legal title to the *property* does not pass before completion.
 - 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
 - 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
 - **Purchaser**
 - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 - 16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
 - 16.7.2 any other amount payable by the purchaser under this contract.
 - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
 - 16.10 On completion the deposit belongs to the vendor.
 - **Place for completion**
 - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 - 16.11.1 if a special completion address is stated in this contract - that address; or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
 - 17.2 The vendor does not have to give vacant possession if –
 - 17.2.1 this contract says that the sale is subject to existing tenancies; and
 - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
 - 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 - 18.2 The purchaser must not before completion –
 - 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 - 18.3 The purchaser must until completion –
 - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached ~~was~~ attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

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

31 Foreign Resident Capital Gains Withholding

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

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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SPECIAL CONDITIONS

Additional clauses forming part of this Contract (Land Only)

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PART A
GENERAL

33. INTERPRETATION

- 33.1 In this Contract unless the contrary intention appears a reference to:
- (a) the singular includes the plural and vice versa;
 - (b) any gender includes all other genders;
 - (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government; and
 - (d) a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns).
- 33.2 Reference to an Act includes any by law, ordinance, regulation or rule made under that Act.
- 33.3 If the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- 33.4 If there is a conflict between these special conditions and the printed provisions of this contract, these additional special conditions prevail.
- 33.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- 33.6 The word "includes" in any form is not a word of limitation.
- 33.7 The Purchaser acknowledges that the documents attached to this Contract are the most accurate and current available at the time of creating the Contract.
- 33.8 The Purchaser acknowledges and agrees that the Vendor may, without the consent of the Purchaser assign or novate the benefit of this contract and the Purchaser shall promptly execute a new Contract with similar material terms, or any associated deed or document, if so, required.
- 33.9 Any notification or advice required under this Contract may be given by email, facsimile, post or personal service and service may be on a party or their legal representative.

34. **DEFINITIONS**

In these Special Conditions unless the context otherwise requires the following definitions apply:

'Acceptable reduction' means a reduction in the dimensions or area of the Property specified in the Plan that is less than, or equal to 5%, which will not materially and adversely affect the use and amenity of the Property.

'Completion Date' means the date shown in Special Condition 50.

'CoRD' means a document evidencing Control of the Right to Deal in relation to the registration of instruments at the LRS.

'Development' means the subdivision of the Property;

'Development activities' means;

- (a) any form of rock excavation, demolition work, building work or work ancillary
- (b) to or associated with building work on the Property, including without limitation the installation of services;
- (c) any form of landscaping work, or work ancillary to, or associated with landscaping work on the Property;
- (d) any forms of work, other than those referred to in paragraphs (a) and (b) above which is considered necessary or desirable by the Vendor;
- (e) the use of any part of the Property in connection with the work referred to in paragraphs (a)-(c) of this definition; and
- (f) the subdivision of land forming part of this Property

'Development Consent' means any development consent issued in relation to the Property, as amended from time to time;

'Event of delay' includes the number of days of delay notified to the Purchaser in writing as a result of matters including the following:

- (a) industrial conditions;
- (b) inclement weather;
- (c) latent conditions on the Property;
- (d) repudiation or abandonment;
- (e) changes in law;
- (f) directions by an Authority;
- (g) delays in obtaining any approval or consent required to register the Plan; and/or
- (h) any other event that has delayed the project.

'Lot' means the Lot being purchased under this Contract;

'LRS' means the Office of Land Registry Services;

'Objection' means any objection, requisition, or claim for compensation, or any refusal to complete this Contract, or any action or attempt to rescind, terminate, or delay this Contract;

'Plan' means the proposed plan of subdivision contained herein, or any updated plan of subdivision prepared for the Vendor as the Development progresses

'Property' means the land to be subdivided by the Plan as shown on the Front Page of this Contract;

'Relevant Authority' means the relevant council and every other government, statutory or other authority, whose approval must be obtained to any or all of the Subdivision Documents before a Subdivision document is registered;

'Rights' means any lease, easement, covenant, restriction on use, arrangement or agreement relating to the Property;

'Subdivision Documents' include the Plan, Section 88B Instrument and any other documents necessary or appropriate (before or after the date of this Contract) to enable registration of the Plan;

'Sunset Date' means the date being twenty four (24) months after the date of this Contract as extended:

- (a) in accordance with clause 56.3 and/or;
- (b) at the election of the Vendor in its absolute discretion on one or more occasions by notice to the Purchaser to a date not later than thirty (36) six months after the date of this Contract;

'Vendor' includes the vendor's lender, administrators or assigns;

'Works' means the development and construction substantially in accordance with the Development Consent and the requirements and approvals of the Council or the Court from time to time. Rights under this contract which can apply after completion continue to apply after completion;

'Works Documents' means;

- (a) the Development Consent;
- (b) the Construction Certificate; any

- (c) amendment or variation of the development Consent or Construction Certificate required, or considered necessary or desirable by the Vendor for whatever reason.

35. VARIATIONS TO THE PRINTED CLAUSES OF THIS CONTRACT

This Contract is varied by:

- 35.1 Clause 1 - depositholder – means either the vendor, agent or the vendor's solicitor as selected by the Vendor;
- 35.2 Clause 1 - work order - add the words '*from any competent authority or adjoining owner*' at the end of the definition of '*work order*';
- 35.3 Clause 1 - Settlement cheque- means a bank cheque issued by a bank and drawn on itself;
- 35.4 Clause 1 – 'serve' means serve in writing on the other party or their solicitor and service may be by email;
- 35.5 Clause 6 - delete in its entirety;
- 35.6 Clause 7.1- delete the words '*if in the case of claims that are not for delay*';
- 35.7 Clause 7.1.1- substitute '\$1.00' in place of '5%';
- 35.8 Clause 7.1.3 - substitute '7 days' in place of '14 days';
- 35.9 Clause 7.2.1 -substitute '5%' in place of '10%';
- 35.10 Clause 8.1.3 - substitute '7 days' in place of '14 days';
- 35.11 Clause 10.2 - add the words '*make a claim, requisition*' after the word 'rescind';
- 35.12 Clause 11 - delete in its entirety;
- 35.13 Clause 13.13.1 -amend 5 days to 10 days;
- 35.14 Clause 13.13.4 - Add after 'payment' within 5 days of Settlement and this clause shall not merge on completion;
- 35.15 Clause 14.4.2 - delete in its entirety;

- 35.16 Clause 14.8 - add the words '*by any competent authority*' after the word '*started*';
- 35.17 Clause 16.6 - delete in its entirety;
- 35.18 Clause 20.4 - add the words '*and guarantors*' after the word '*party*';
- 35.19 Clauses 23.6 and 23.13-23.18 delete in their entirety;
- 35.20 Clauses 25.2, 28 and 29 delete in their entirety;
- 35.21 Clause 30.5.1 - amend 7 days to 10 days;
- 35.22 Clause 30.9.1 - amend 2 business days to 5 business days; and
- 35.23 Clause 31.4 - amend 7 days to 3 days.

36. DEPOSIT

- 36.1 If, for any reason the vendor or the agent is not the depositholder then the Vendor's legal representative shall be the depositholder
- 36.2 If Clause 36.1 applies then, for the purposes of clause 2 of this Contract the Purchaser directs the depositholder to invest the deposit at the risk of the Vendor, for the benefit of the Vendor in a term deposit, bank account, or first mortgage secured investment.
- 36.3 If the Vendor's legal representative is the depositholder a \$350.00 fee will be paid to the depositholder for administration fees.
- 36.4 The Parties agree that on Exchange, or at the expiration of any 'Cool Off' period, a Deposit instalment of 10% of the Purchase Price is payable on the land;
- 36.5 Should a deposit instalment of less than 10% be accepted, the Purchaser must immediately pay the balance of the 10% Deposit due under this Contract should the Purchaser be in default, or rescind or terminate this Contract, or should the Vendor so require.
- 36.6 Should an amount of more than 10% of the Purchase Price be paid, the excess will be considered a Purchase Price instalment and held and dealt with in the same way as deposit.

37. DEPOSIT BOND

- 37.1 There is no obligation on the Vendor to accept a Deposit Guarantee Bond and any Bond proposed must be approved by the Vendor, in its absolute discretion prior to submission and must be for 10% of the land purchase price and have an expiry date of not less than two (2) years from the date of the Contract.
- 37.2 Any Deposit Bond must be replaced by the Purchaser and a new Bond provided to the Vendor's legal representative at least thirty (30) days prior to its expiry and any failure constitutes an essential breach.

38. FIRB REQUIREMENTS

- 38.1 The Purchaser warrants that the provision of the Foreign Acquisitions & Takeovers Act 1975 (Cth) requiring the obtaining of consent from the Foreign Investment Review Board to this transaction do not apply to this purchase, or alternatively that any required approval under that Act has been obtained.
- 38.2 Should there be a breach of this warranty, whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may incurred by the Vendor as a consequence thereof.
- 38.3 This warranty and indemnity shall not merge on completion.

39. CAPACITY

- 39.1 Without affecting any other right of the Vendor if any Purchaser:
- (a) being an individual:
 - (i) dies; or
 - (ii) becomes incapable because of unsoundness of mind to manage the purchaser's own affairs; the vendor can choose to rescind; or
 - (b) being a company:
 - (c) resolves to go into liquidation;
 - (d) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;

- (e) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporation Law or any similar legislation; or
- (f) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporation Law or any similar legislation; or
- (g) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed; or
- (h) the Purchaser will have failed to comply with an essential provision of this Contract and the Vendor can terminate.

39.2 If the Vendor:

- (i) resolves to go into liquidation;
- (ii) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;
- (iii) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporation Law or similar legislation; or
- (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed

then the Vendor's lender, or the Vendor's assignee may take the place of the Vendor by subrogation and the Purchaser cannot make a claim, objection, requisition or rescind or terminate in respect of such subrogation.

40. NO WARRANTY

- 40.1 Without in any way excluding, modifying or restricting any rights of the Purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2010* the Vendor makes no warranty in relation to the completeness or accuracy of any document annexed to the Contract.

40.2 The Purchaser shall not make any Objection in relation to, or arising from any matter disclosed or referred to in any document annexed to this Contract.

40.3 The purchaser shall take title to the Property subject to the matters disclosed in this Contract and acknowledges that it has satisfied itself in relation to the contents of the documents annexed to the Contract.

41. WARRANTY AS TO AGENTS

41.1 The Purchaser warrants that;

- (a) it was introduced to the Property by the Vendor, or Agent named on the front of the contract;
- (b) it was not introduced to the Vendor or the Property by, or through any party, or real estate agent, or any employee of a real estate agent, or any person associated with a real estate agent, other than the Agent shown on the front of the Contract (if any).

41.2 The Purchaser agrees to indemnify the Vendor against any claim made by any real estate agent as a result of a breach of the purchasers warranty.

41.3 The parties agree that this clause shall not merge upon completion.

42. PROPERTY CONDITION

42.1 Without in any way excluding, modifying or restricting any rights of the Purchaser under section 52A(2)(b) of *the Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2010* the Purchaser shall make no Objection, requisition, claim, or delay completion, or terminate or rescind this Contract as a result of:

- (a) any latent or patent defect of the Property;
- (b) any mains, pipes, wires, equipment or connections of any authority responsible for the provision of water, sewerage, drainage, electricity,

- (c) any latent or patent defect of the Property;
- (d) any mains, pipes, wires, equipment or connections of any authority responsible for the provision of water, sewerage, drainage, electricity,
- (e) gas, telephone, internet, or any service passing through, or situated on, over, or under the Property;
- (f) any water or sewerage main, or any underground or surface storm water pipe or drain passing through, or situated on, over, or under the Property;
- (g) any sewer manhole or vent on the Property;
- (h) any boundaries of the Property that are not fenced;
- (i) any minor issue with the Property; or
- (j) any other matters relating to the Property disclosed in the Contract.

43. NO RELIANCE ON INFORMATION

43.1 The Purchaser acknowledges that it does not rely on any:

- (a) letter, document, advertisement, brochure, correspondence or arrangement, whether oral, or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this this Contract and the terms, conditions, warranties and arrangements set out in the Contract constitute the only agreement between the parties;
- (b) warranty, statement or representation made, or given by the Vendor, the Vendor's agent or any other person on behalf of the Vendor except as such are expressly provided herein, but that it has relied entirely upon its own investigations, relating to and its inspection of the Property and all its improvements erected (if any) or to be erected on the Property (if any).

44. LATE COMPLETION

44.1 Completion must take place by 3.00pm on the completion date.

44.2 For the purpose of clause 15:

- (a) 3.00 pm on the day being not less than 14 days after the date of service of a notice to complete is a reasonable period to allow for completion; and
- (b) without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.

44.3 If completion does not take place in accordance with clause 15 due to the default of the Purchaser then:

- (a) the Purchaser must pay interest on the unpaid balance of the price at the rate of 12% per annum calculated daily from and including the completion date to but excluding the actual day of completion; and
- (b) the Purchaser must pay to the Vendor, an amount of \$375.00 (plus GST) being a genuine pre-estimate of the additional legal costs to the Vendor of the issue of a Notice to Complete, in addition to any other legal or other costs incurred by the Vendor as a result of the default; and
- (c) all usual settlement adjustments shall be from the original date of completion.

44.4 It is an essential term of this contract that the interest and the payment of the amounts aforesaid must be paid on and as a condition of completion.

44.5 Interest and other amounts payable under this clause are a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract and are not a penalty;

44.6 The right to payment under this clause does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract; and

44.7 The Purchaser need not pay interest under clause 41.3 for any period during which completion has been delayed by the Vendor provided that the Purchaser is in a position to complete within three days of being advised that the Vendor is in a position to complete after any delay.

44.8 The Parties agree that Settlement shall not take place between 24 December and 15 January, in any year, unless the Vendor's legal representative advises to the contrary.

45. GUARANTEE IF CORPORATE PURCHASER

45.1 If the Purchaser hereunder is a Company:

- (a) The director(s) executing on behalf of the Purchaser is/are deemed to be the guarantor(s) under this Contract and are jointly and severally liable for the due performance and punctual payment to the Vendor all monies due and payable by the Purchaser under this contract. The guarantor(s) jointly and severally indemnify the Vendor against all actions, suits, claims demands and losses which the vendor may incur, suffer, or be liable as a result of any default act or omission on the part of the Purchaser under this Contract.
- (b) all directors must execute and deliver to the Vendor's legal representatives a guarantee and indemnity in the form attached to this Contract at the time of Exchange, or prior to the expiration of any 'Cooling Off' period and must provide a current company search at that time.

46. ENCUMBRANCES

- 46.1 The Vendor shall not, prior to completion, be required to register a discharge of any mortgages or writs registered on the title of the Property and/or remove any caveats and the Purchaser shall accept on completion, a discharge or withdrawal in registrable form together with an allowance for the registration fees payable.
- 46.2 The Vendor shall not be obliged to remove any charge on the Property for any rate, tax, or outgoing until the time for completion of this Contract. The Vendor shall not be deemed unable or unwilling to complete this Contract by reason of any charge on the property and shall be entitled to serve a notice to complete on the Purchaser, notwithstanding the charge.

47. REQUISITIONS

- 47.1 For the purposes of clause 5 the only Requisitions about the Property or title are in the form included in the Contract.

48. INCONSISTENCY

- 48.1 In the event of any inconsistency between these special conditions and the complete pre-printed form of Contract then, unless expressly stated otherwise, these special conditions will prevail to the extent of any inconsistency.

49. ENTIRE AGREEMENT

- 49.1 This Contract constitutes the entire agreement between the parties in respect of the subject matter and may be varied by agreement in writing between the parties, including email agreement by the legal representatives of the parties.

50. GST

- 50.1 The purchase price includes GST, if any payable by the Vendor.
- 50.2 The parties agree that, notwithstanding any other provision in this Contract, the margin scheme will apply to the sale, or part of the sale unless the Vendor's legal representative advises to the contrary and an appropriate amendment will then be made to Page 2 herein, to reflect this.
- 50.3 The Purchaser acknowledges and agrees that the Purchaser will not be able to claim, nor will it claim a tax credit in relation to the GST included in the purchase price if the margin scheme applies.
- 50.4 This clause shall not merge upon completion.

51. COMPLETION

- 51.1 The completion date is the later of:
- (a) 28 days after the Contract date; or
 - (b) Twenty one (21) days after the date that the Vendor's legal representative advises the Purchaser or their legal representative that the Plan has been registered.

52. TRANSFER AND CoRD

- 52.1 If the Purchaser requests an amendment to the CoRD after its issue a payment of \$55.00 must be paid by the Purchaser by way of a settlement adjustment along with any costs imposed by the Vendor's mortgagee for processing the CoRD variation.
- 52.2 The Vendor is not obliged to complete the Contract unless payment of such amount is made by way of a settlement adjustment at completion.

53. LAND TAX CLEARANCE

- 53.1 The vendor shall provide the purchaser with a land tax certificate. If a land tax charge shows and a clearance is not obtained by the Vendor prior to Settlement the Purchaser shall accept an undertaking that the Vendor will provide the clear land tax certificate after Settlement.

54. SETTLEMENT FEE

- 54.1 If the Purchaser does not complete the Contract on the completion date, or cancels a scheduled completion time through no fault of the Vendor, the Purchaser shall, on each occasion, pay the Vendor the amount of \$175.00 (plus GST) on account of the Vendor's legal costs of rescheduling completion.
- 54.2 The Vendor is not obliged to complete the Contract unless payment of such amount is made by way of a settlement adjustment at completion.

PART B
CONDITIONAL CONTRACT

55. PRECONDITIONS

55.1 Completion of this Contract is conditional upon:

- (a) **Purchase of Land:**
The Vendor completing its purchase of the Property prior to completion, if not the registered proprietor.
- (b) **Approval:**
Each Relevant Authority giving, where necessary, its approval to the Plan and Subdivision Documents on terms and conditions acceptable to the Vendor in its absolute discretion; and
- (c) **Registration:**
The registration of the Plan and Subdivision Documents at the LRS on, or before the Sunset Date.

56. RESCISSION OF CONTRACT

56.1 If:

- (a) the Vendor does not complete its purchase of the Property for whatever reason, the Vendor may rescind this Contract by giving written notice to the Purchaser and neither party will have any claim against the other for damages, costs, expenses or otherwise;
- (b) Subject to clause 56.2 if the Subdivision Documents are not approved by the Relevant Authority on terms and conditions satisfactory to the Vendor, in its absolute discretion, the Vendor may rescind the Contract by giving written notice to the Purchaser and neither party will have any claim against the other for damages, costs, expenses or otherwise;
- (c) Subject to clause 56.3, if the Subdivision Documents are not registered on, or before the Sunset Date, either party may, before registration of the Subdivision Documents, rescind this Contract by giving written notice to the other party, subject to the law in place in relation to this matter.

- 56.2 If the Subdivision Documents are registered before service of a notice under subclause 56.1 neither party may rescind this Contract pursuant to this clause 56.
- 56.3 The Vendor may extend the Sunset Date by the number of days notified to the Purchaser as a result of an Event of Delay, or by a period deemed appropriate in the Vendor's absolute discretion due to circumstances associated with the Development.

PART C
SUBDIVISION

57. CHANGES TO DOCUMENTS

- 57.1 The Vendor may, at any time and without notice to the Purchaser, vary the Subdivision Documents;
- (a) as may be required by a Relevant Authority to obtain its approval to the Subdivision Documents;
 - (b) as may be required by the LRS to obtain registration of the Subdivision Documents;
 - (c) as otherwise required by the Vendor.
- 57.2 Subject to subclause 57.3 the Purchaser may not make any Objection because of a variation to the Subdivision Documents.
- 57.3 If a variation of the Subdivision Documents materially adversely affects the use of the Property the Purchaser's only right shall be to rescind the Contract under clause 19 within 5 days, time being of the essence, of the earlier of the Vendor giving notice in writing to the Purchaser of either the variation to the Subdivision Documents or registration of the Plan. After that date the Purchaser shall have no claim against the Vendor for damages, costs or expenses whatsoever.
- 57.4 If the Purchaser does not rescind the Contract in accordance with subclause 57.3 the Purchaser is deemed to have waived any rights of rescission and accepted the variation.
- 57.5 For the purposes of subclause 57.3 the following variations do not materially adversely affect the use of the Property:
- (a) any alteration in the total number of lots;
 - (b) any alteration in the Plan or Lot numbers;
 - (c) any alteration or omission of a lot other than the Lot;
 - (d) the location of easements noted as intended to be created by the Subdivision Documents;
 - (e) any Rights noted as intended to be created by the Subdivision Documents;

- (f) any alteration of the boundary of the Lot which reduces the area by up to 5%.

57.6 An adjustment of the Purchase Price in favour of the Vendor, using a per m² rate based on the Price shown on Page 1, will be made at Settlement should the Lot size increase by 3% or more from that shown on the Plan herein.

58. VENDOR'S DISCLOSURES

58.1 The Vendor discloses that at the date of this Contract, not all Rights may have been created and that further Rights may need to be created.

58.2 The Vendor may, if it considers it necessary or desirable, or as otherwise required by a Relevant Authority, create or enter into any Right.

58.3 If a Right, (other than as disclosed in this Contract) materially adversely affects the use of the Property, the Purchaser's only right will be to rescind the Contract under clause 19 within 5 days, time being of the essence, of the earlier of the Vendor giving notice in writing to the Purchaser of the creation of the Right, or registration of the Plan. The Purchaser thereafter will have no claim against the Vendor for damages, costs, or expenses whatsoever.

58.4 If the Purchaser does not rescind the Contract in accordance with clause 58.3 the Purchaser is deemed to have waived any right of rescission and accepted the Right.

59. SERVICES

59.1 The Purchaser cannot make an Objection in respect of the lack of services or the location of services or any right required to be granted for them.

59.2 The Purchaser acknowledges that the Vendor has no responsibility for installation of the Services other than those which the Vendor may be required to provide by a Relevant Authority.

60. DRAINAGE WORKS

60.1 The Purchaser acknowledges that at the date of the Contract, a sewage diagram and/or sewer reference sheet in respect of the Property may not be available from Sydney Water. If so, the Vendor has no obligation to provide a sewage diagram or sewer reference sheet before or after completion.

60.2 The Vendor warrants that all water, sewerage and drainage work required by Sydney Water will be carried out at all times with the approval of Sydney Water.

60.3 This Clause shall not merge upon completion.

61. SELLING AND LEASING ACTIVITIES

61.1 The Purchaser acknowledges that both before and after completion the Vendor and persons authorised by the Vendor may, as the Vendor in its absolute discretion sees fit;

- (a) conduct selling and leasing activities on the Property;
- (b) place and maintain in, on and about the Property signs in connection with those selling and leasing activities;
- (c) place and maintain in, on and about the Property (but not the Lot) an office or other facility for salespersons and managing agents.

61.2 The Purchaser acknowledges and agrees that prior to completion;

- (a) They have no rights to display signage of any type (including without limit real estate sale or leasing signs) on the Property;
- (b) if the Purchaser contracts to sell the Property it will include this Clause in any Contract For Sale; and
- (c) any on-sale is subject to approval by the Vendor and reasonable legal fees and an approval fee of up to \$5,000.00 may apply.

61.3 This Clause shall not merge upon completion.

62. BOUNDARY FENCING

62.1 The Purchaser will not require the Vendor to contribute towards to cost of constructing any boundary fencing.

62.2 The Purchaser agrees that if the Purchaser contracts to sell the Property it will include this Clause in any Contract For Sale.

62.3 This Clause shall not merge upon completion.

63. WATER AND COUNCIL RATES AND LAND TAX

63.1 If separate assessments of council rates, water rates and land tax have not been issued as of the date of completion in respect of the Property this Clause will then replace clauses 14.4, 14.5 and 23.4 and the Purchaser agrees to accept the sums noted below as being the council rates, water rates and land tax respectively for the current and subsequent periods on the Property:

- | | |
|-------------------|------------------------|
| (a) Council rates | \$1,850.00 per annum; |
| (b) Water rates | \$ 350.00 per quarter; |
| (c) Land Tax | \$1,500.00 per annum. |

63.2 The amounts are to be adjusted between the Vendor and the Purchaser in accordance with Clause 14.1 on a paid basis on completion and no regard shall be had to the actual assessment which may subsequently be issued by the appropriate authority after completion.

63.3 The Vendor must pay any rates assessments which may be issued for the period current at completion when such assessment is issued less any amount fixed for garbage collection in relation to council rates.

64. LODGEMENT BY PURCHASER OF CAVEAT

64.1 The Purchaser shall not before registration of the Plan or any Subdivision Documents lodge, or permit a Caveat to be lodged for notation on the certificate of title for the development site or the Property. If it does the Purchaser irrevocably appoints the Vendor's solicitor as its attorney to withdraw the Caveat and shall pay the applicable registration fee and \$550.00 (plus GST) on account of the Vendor's legal fees.

64.2 Compliance with this clause is an essential term of the Contract.

65. SECTION 10 CERTIFICATE

65.1 The Purchaser acknowledges that the s10 Certificate annexed to this Contract is that currently available from the Council. The Purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of the accuracy of the Certificate. The provisions of this clause shall not merge on completion of this Contract.

66. DISPUTES

66.1 If a disagreement arises in relation to the proper interpretation of clauses the following will apply:

- (a) the Purchaser may not make an Objection;
- (b) either party may refer the matter to an expert nominated by the vendor or the president for the time being of the Law Society of NSW;
- (c) the decision of the expert will be final and binding on both parties;
- (d) the costs of the expert are to be paid for as the expert decides but if the expert does not make a determination about costs they are to be paid by the party against whom the experts decision is made. If there is no such party the costs are to be borne equally.

67. RESIDENTIAL WITHHOLDING PAYMENT

67.1 If the Vendor's Solicitor advises that the Vendor is liable to pay a residential withholding payment prior to Settlement the provisions of Clause 13.13 herein shall apply.

67.2 If the RW Box on Page 2 herein is marked 'yes' the Vendor shall provide the Purchaser's Solicitor with the details shown on Page 2 prior to Settlement.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

GUARANTEE AND INDEMNITY

We the Guarantors whose names, addresses and descriptions are set out in the Schedule below (hereinafter called 'the Guarantors) in consideration of the Vendor entering into this Contract with the Purchaser Company do hereby for ourselves, our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of all monies, interest or other monies payable by the Purchaser to the Vendor pursuant to the Contract or in the performance or observation of any of the terms or conditions of the within Contract to be performed or observed by the Purchaser, we will forthwith, upon demand by the Vendor, pay the whole of the deposit monies, interest charges or other monies payable to the Vendor. As a separate and independent obligation we will further jointly and severally undertake to keep the Vendor indemnified against all loss of purchase money, interest and other money payable under the Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur as a result of any default aforesaid or repudiation on the part of the Purchaser. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the money payable under the Contract, or the performance or observance of or by any other thing which under the law relating to sureties would, but for this provision have the effect of releasing us, our executors or administrators. Should the Purchaser exercise its rights to nominate another Purchaser, then this Guarantee and Indemnity shall apply in respect of the other nominee entity.

SCHEDULE

Guarantor(s)

Name(s):

of

IN WITNESS WHEREOF the said Guarantor has hereto set his hand and seal this day of _____, 2015

SIGNED SEALED AND DELIVERED)

By the said _____)

)

In the presence of:

Name: _____

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 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies 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 must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. 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

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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

12. 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.
13. 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.
14.
 - (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*.
15. 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?
16. 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?
- 17. (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

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 19. 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?
- 20. 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?
- 21. (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?
- 22. 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

- 23. 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

- 24. 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.
- 25. 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.
- 26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 27. The purchaser reserves the right to make further requisitions prior to completion.
- 28. 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.



LAND
REGISTRY
SERVICES

Order number: 54313867
Your Reference: Hume 71 Boundary
21/11/18 10:02



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 400/1248734

SEARCH DATE	TIME	EDITION NO	DATE
21/11/2018	10:02 AM	1	20/11/2018

LAND

LOT 400 IN DEPOSITED PLAN 1248734
AT BOX HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1248734

FIRST SCHEDULE

HUME HOMES PTY LTD

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AM42458 MORTGAGE TO BALANCED SECURITIES LIMITED
AM855911 VARIATION OF MORTGAGE AM42458
- 3 DP1214869 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1214870 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: PP DP1231811 PP DP1233609 PP DP1233610.

*** END OF SEARCH ***

PRINTED ON 21/11/2018

* 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.

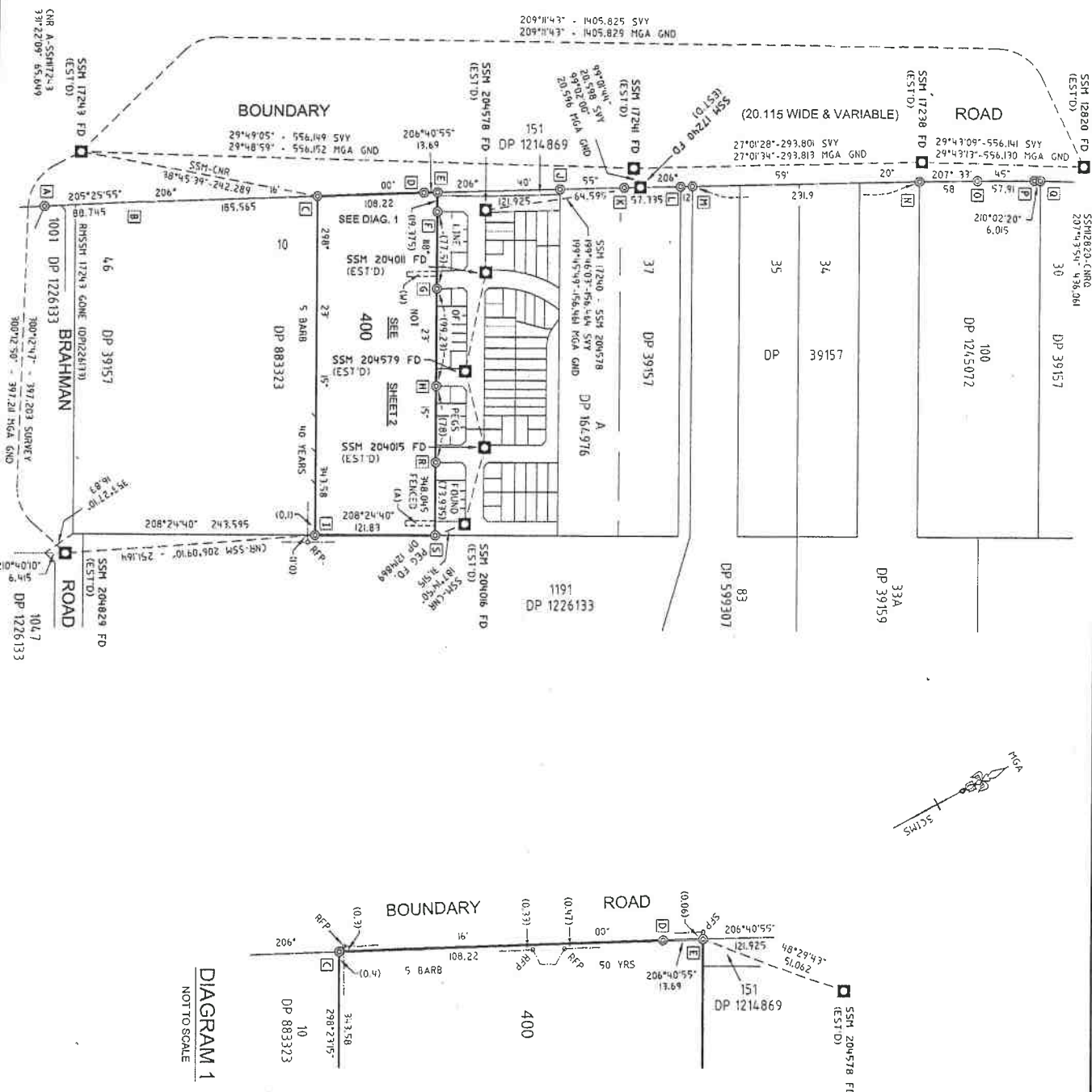
SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 70(2)			
WITHIN A PROCLAIMED SURVEY AREA			
MARK	MGA CO-ORDINATES - ZONE 56	CLASS (ORDER)	(H002) (H004)
SSM 12820	304 246.509	6 276 477.532	B 2
SSM 17238	303 970.782	6 275 994.526	B 2
SSM 17240	303 857.608	6 275 729.547	B 2
SSM 17241	303 837.266	6 275 732.781	C 3
SSM 17243	303 580.717	6 275 250.219	C 3
SSM 20405	304 007.266	6 275 553.051	D 4
SSM 20406	304 076.656	6 275 468.235	D 4
SSM 20407	303 804.699	6 275 494.264	D 4
SSM 20408	303 939.282	6 275 487.759	D 4
SSM 20409	303 903.990	6 275 056.317	D 4

SOURCE: MGA CO-ORDINATES ADOPTED FROM S.C.I.M.S. 19/09/2018
COMBINED SEA LEVEL & SCALE FACTOR 1.000064

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
A	140°00'35"	0.5	RM GIP FD.	DP 39157
B	135°09'	1.45	RM GIP GONE	DP 39157
C	135°09'	1.45	RM GIP	PLACED
D	166°28'05"	0.455	RM GIP FD.	DP 39157
E	234°54'45"	17.28	RM DH&W FD.	DP 122433
F	130°58'10"	11.82	RM DH&W FD.	DP 122433
G	164°31'40"	4.705	RM DH&W FD.	DP 122433
H	135°05'30"	5.36	RM DH&W FD.	DP 122433
I	164°31'40"	5.36	RM DH&W FD.	DP 122433
J	157°54'55"	4.365	RM DH&W FD.	DP 122433
K	169°03'	1.435	RM GIP	PLACED
L	329°13'10"	11.88	RM DH&W FD.	DP 122433
M	166°45'20"	0.455	RM GIP FD.	DP 39157
N	137°51'25"	19.125	RM STAR PICKET FD.	DP 122433
O	86°44'45"	0.23	RM STAR PICKET FD.	DP 122433
P	107°16'45"	0.455	RM GIP FD.	DP 39157
Q	107°16'45"	0.455	RM GIP FD.	DP 122433
R	168°46'30"	0.99	RM GIP FD.	DP 39157
S	158°15'15"	4.345	RM DH&W FD.	DP 122433
T	134°18'45"	5.145	RM DH&W FD.	DP 122433
U	136°36'55"	11.12	RM DH&W FD.	DP 122433
V	167°53'20"	16.245	RM DH&W FD.	DP 122433

- (N) EASEMENT FOR DRAINAGE OF WATER 5 WIDE (VIDE DP 122433)
(A) EASEMENT FOR DRAINAGE OF WATER 5 WIDE (VIDE DP 122433)



SURVEYOR
Name: ANDREW FRANK USHER
Date: 28 AUGUST 2018
Reference: 5836

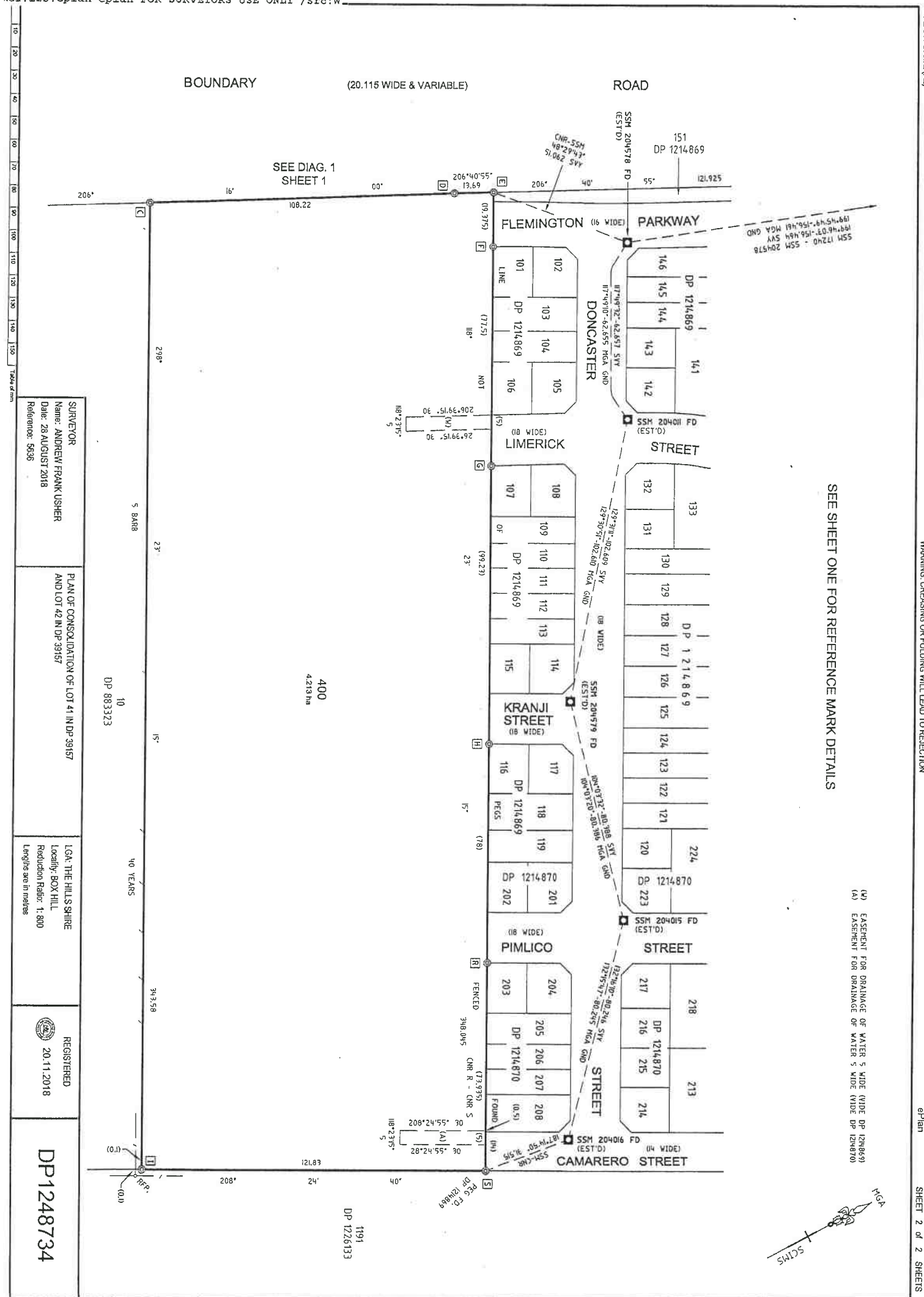
PLAN OF CONSOLIDATION OF LOT 41 IN DP 39157
AND LOT 42 IN DP 39157

LGA: THE HILLS SHIRE
Locality: BOX HILL
Reduction Ratio: 1:3000
Lengths are in metres

REGISTERED
20.11.2018

DP1248734

DIAGRAM 1
NOT TO SCALE



SEE SHEET ONE FOR REFERENCE MARK DETAILS

(A) EASEMENT FOR DRAINAGE OF WATER 5 WIDE (WIDE DP 124869)
(A) EASEMENT FOR DRAINAGE OF WATER 5 WIDE (WIDE DP 124870)

WARNING: LINESHAWK OR PULLING WILL LEAD TO REJECTION

ePlan

SHEET 2 of 2 SHEETS

SURVEYOR
Name: ANDREW FRANK USHER
Date: 28 AUGUST 2018
Reference: 5636

PLAN OF CONSOLIDATION OF LOT 41 IN DP 39157
AND LOT 42 IN DP 39157

LOA: THE HILLS SHIRE
Locality: BOX HILL
Reduction Ratio: 1:800
Lengths are in metres

REGISTERED
20.11.2018

DP1248734

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ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Registered:  20.11.2018 Title System: TORRENS		Office Use Only		Office Use Only	
		<h1 style="text-align: center;">DP1248734</h1>			
PLAN OF CONSOLIDATION OF LOT 41 IN DP39157 AND LOT 42 IN DP39157		LGA: THE HILLS SHIRE Locality: BOX HILL Parish: NELSON County: CUMBERLAND			
Survey Certificate I, Andrew Frank Usher of Usher & Company PO Box 8069 Orange NSW 2800 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 28 th August 2018 , or *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 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 <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: SSM12820 – SSM17243 Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 28 th August 2018 Surveyor Identification No: 2127 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *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, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.			
Plans used in the preparation of survey/compilation. DP39157 DP39159 DP1161158 DP1214869 DP1214870 DP1226133 DP1232825		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 5636		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)

Registered:  20.11.2018

Office Use Only

Office Use Only

DP1248734

PLAN OF CONSOLIDATION OF LOT 41 IN
DP39157 AND LOT 42 IN DP39157

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	STREET No.	STREET NAME	STREET TYPE	LOCALITY
400	71	BOUNDARY	ROAD	BOX HILL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 5636

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



20.11.2018

Office Use Only

Office Use Only

DP1248734

PLAN OF CONSOLIDATION OF LOT 41 IN
DP39157 AND LOT 42 IN DP39157

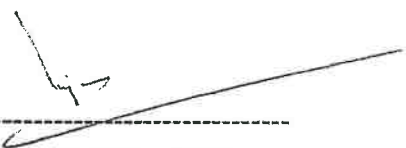
Subdivision Certificate number:

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 HUME HOMES PTY LTD
ACN 162 843 585 in accordance with Section 127
of the Corporations Act 2001


Wajahat Ali Khan Rana
Director / Secretary


Kashif Aziz
Director

If space is insufficient use additional annexure sheet

Surveyor's Reference: 5636

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  20.11.2018 Office Use Only

Office Use Only

DP1248734

PLAN OF CONSOLIDATION OF LOT 41 IN
DP39157 AND LOT 42 IN DP39157

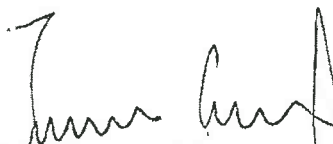
Subdivision Certificate number:

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.


SIGNED on behalf of **BALANCED**)
SECURITIES LIMITED ACN 083 514 685 by)
its attorneys under power of attorney)
registered Book 4672 No 120 in the)
presence of:



TREVOR JOHN WILSON

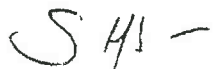
By executing this document the attorney states that he
has received no notice of revocation of the power of
attorney

Signature of Witness


Judith Smith

Name of Witness

23/385 BOURKE ST, MELBOURNE, VICTORIA 3000
Address



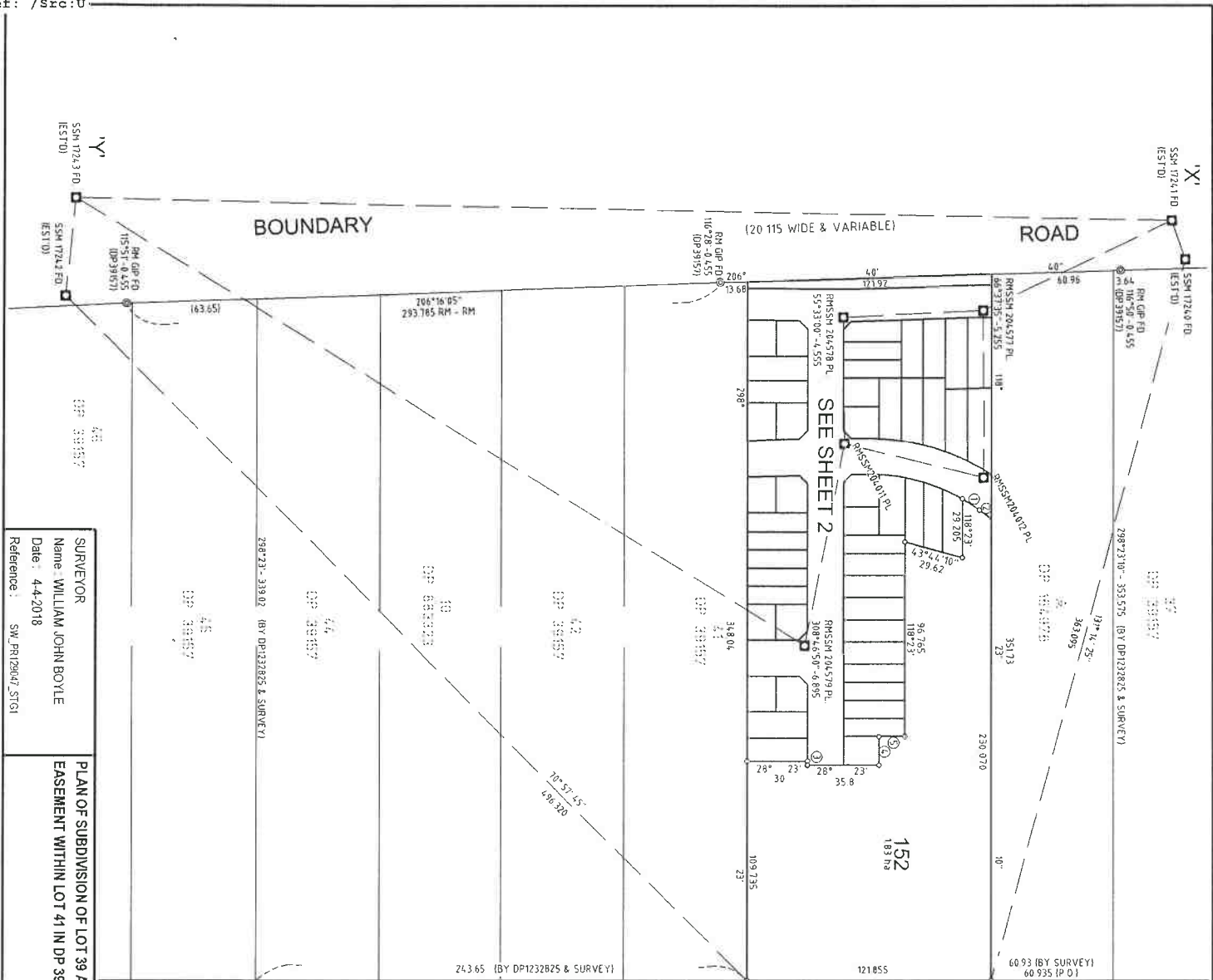
STEVEN JAMES HODGES

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 5636

Req:R614188 /Doc:DP 1214869 P /Rev:13-Aug-2018 /Sts:SC:OK /Pgs:ALL /Prt:21-Nov-2018 10:11 /Seq:1 of 8
Ref: /Src:U



SCHEDULE OF SHORT & CURVED BOUNDARIES

Number	Bearing	Distance	Arc	Radius
1	61°32'30"	10.25	10.255	92
2	64°44'	7.49	-	-
3	118°23'	1.93	-	-
4	298°23'	14.13	-	-
5	28°23'	12.88	-	-

SSM CONNECTION TABLE

MARKS	$\frac{X}{Y}$	$\frac{X}{Y}$	MGd GROUND	SURVEY
SSM17241 - SSM17243			209°48.59' - 556.154	209°48.495' - 556.14
SSM17243 - SSM17242			124.16.10" - 513.37	124.16.49" - 511.30
SSM17242 - SSM17240			26°33.22' - 568.399	26°33.67' - 568.393
SSM17244 - SSM17241			273°02' - 20.596	2719°07.27' - 20.599
SSM17241 - SSM204577			-	181°274.0" - 87.568
SSM204577 - SSM204612			-	118.16.15" - 83.058
SSM204612 - SSM204611			-	222.71.16" - 71.384
SSM204611 - SSM204578			-	227.47.95" - 62.656
SSM204579 - SSM17243			-	237°53.35" - 64.680
SSM204577 - SSM204578			-	205°43.57" - 69.862
SSM204611 - SSM204579			-	129°30.51" - 102.611

HEIGHT DIFFERENCE SCHEDULE

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM124.2	SSM124.3	+ 16.8	Trigonometric Heighting
SSM172.3	SSM172.1	+ 19.5	
SSM172.4	SSM172.4	+ 8.01	
SSM172.0	SSM202.577	- 4.362	
SSM204.577	SSM202.578	- 5.769	
SSM245.78	SSM242.011	- 1.877	Trigonometric Heighting
SSM202.012	SSM202.012	+ 1.38	
SSM202.012	SSM202.579	+ 6.158	
SSM202.579	SSM172.2	- 16.353	

CO-ORDINATE SCHEDULE

CO-ORDINATE SCHEDULE									
MARK	MEGA CO-ORDINATES			AND		HEIGHT DATUM VALIDATION	METHOD	STATE	
	EASTING	NORTHING	CLASS	ORDER	AND				CLASS
SSMH74.0	303851.608	6275729.51, 2	B	2	53.778	L2	FROM SCMS	SCMS	FOUND
SSMH74.1	303837.046	6275732.781	C	3	54.575	L8	FROM SCMS	SCMS	FOUND
SSMH74.2	303846.175	6275521.085	B	2	33.042	L8	FROM SCMS	SCMS	FOUND
SSMH74.3	303856.717	6275550.219	C	3	36.618	L8	FROM SCMS	SCMS	FOUND
SSMH74.4	303935.031	6275645.238	D	N/A	49.392	L0			
SSMH74.5	303867.699	6275582.304	D	N/A	44.123	L0	N/A	CAD TRAV	PLACED
SSMH74.6	303939.273	6275548.774	D	N/A	49.785	L0	N/A	CAD TRAV	PLACED
SSMH74.7	303860.113	6275553.662	D	N/A	42.246	L0	N/A	CAD TRAV	PLACED
SSMH74.8	303908.159	6275565.856	D	N/A	43.627	L0	N/A	CAD TRAV	PLACED
ADJUSTED FROM SCMS 10TH NOVEMBER 2017									
ZONE 5E				HEIGHT DATUM		ADJUST		COMBINED SCALE FACTOR 1.00006	

SURVEYOR
Name : WILLIAM JOHN BOYLE
Date : 4-4-2018
Reference : SW_PR129047_ST

**PLAN OF SUBDIVISION OF LOT 39 AND
EASEMENT WITHIN LOT 41 IN DP 39157**

(SW_PR120047_STG1_180716.dwg)

LGA: THE HILLS
Locality: BOX HILL
Reduction Ratio 1 : 1500
Lengths are in metres.

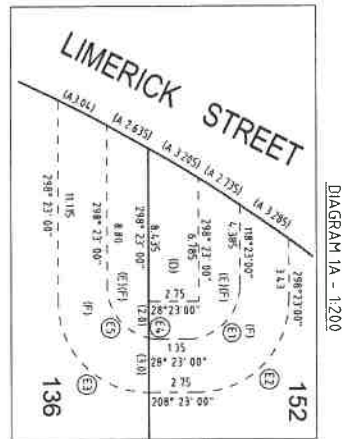
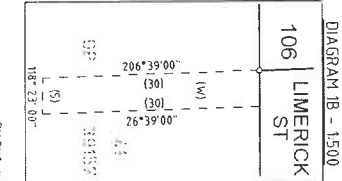
REGISTERED
10.08.2018

DP1214869

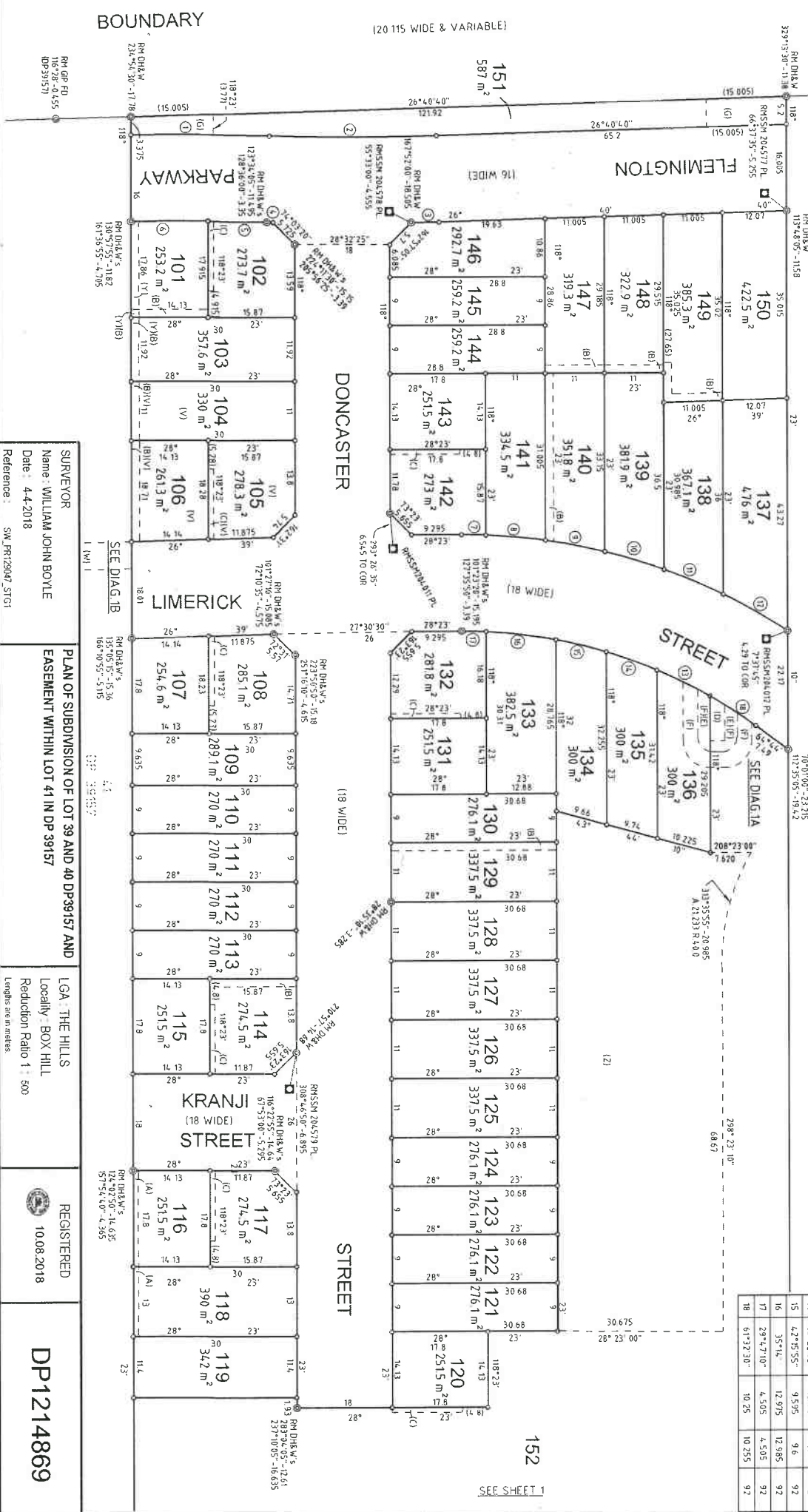
- (A) EASEMENT FOR DRAINAGE OF WATER 1.0 WIDE
(B) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(C) EASEMENT FOR DRAINAGE OF WATER 2.0 WIDE
(D) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE
(E) EASEMENT FOR DRAINAGE OF WATER 3.0 WIDE
(F) RESTRICTION ON THE USE OF LAND
(G) RIGHT OF ACCESS 1.5 WIDE
(H) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(I) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
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(W) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(X) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(Y) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(Z) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE

SCHEDULE OF EASEMENT BOUNDARIES				
No	BEARING	DISTANCE	ARC	RAD
E1	34°23'00"	4.245	4.71	3.000
E2	34°23'00"	7.27	7.855	5.000
E3	34°23'00"	7.07	7.855	5.000
E4	35°07'50"	0.705	0.705	3.000
E5	80°07'50"	3.715	4.005	3.000

ROAD



SCHEDULE OF CURVED BOUNDARIES				
No	BEARING	DISTANCE	ARC	RAD
1	208°43'25"	25.265	25.265	5.0
2	208°21'00"	31.43	31.43	5.0
3	26°56'45"	5.180	5.180	5.0
4	29°58'55"	1.195	1.195	5.0
5	29°22'27"	10.68	10.68	5.0
6	28°08'50"	14.13	14.13	5.0
7	209°33'25"	4.505	4.505	10
8	213°36'30"	11.025	11.025	10
9	219°24'20"	11.205	11.205	10
10	45°19'20"	11.5	11.505	10
11	237°26'	11.955	11.96	10
12	238°10'10"	13.9	13.905	10
13	54°54'55"	11.02	11.025	9.2
14	48°22'05"	9.995	9.6	9.2
15	42°55'55"	9.995	9.6	9.2
16	35°14'	12.975	12.985	9.2
17	29°47'10"	4.505	4.505	9.2
18	61°32'30"	10.255	10.255	9.2



SURVEYOR

Name: WILLIAM JOHN BOYLE

Date: 4-4-2018

Reference: SW PR128047 STG1

PLAN OF SUBDIVISION OF LOT 39 AND 40 DP39157 AND EASEMENT WITHIN LOT 41 IN DP 39157

LGA: THE HILLS

Locality: BOX HILL


Reduction Ratio: 1:500

Lengths are in metres

REGISTERED

10.08.2018

DP1214869

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
Registered :  10.08.2018 Title System : TORRENS	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 39 AND 40 DP39157 AND EASEMENT WITHIN LOT 41 IN DP 39157		DP1214869 LGA : THE HILLS Locality : BOX HILL Parish : NELSON County : CUMBERLAND
Survey Certificate I, <u>WILLIAM JOHN BOYLE</u> of <u>RPS Australia East Pty Ltd (PO BOX 6843 Baulkham Hills NSW 2153)</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>4-4-2018</u> , or *(b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on <u>4-4-2018</u> 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 <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: <u>'X' - 'Y'</u> Type: <u>*Urban /*Rural</u> The terrain is <u>*Level-Undulating / Steep-Mountainous</u> . Signature: <u>W. J. Boyle</u> Dated: <u>7/4/2018</u> Surveyor Identification No: <u>6275</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *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, <u>ANDREW BROOKS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of the s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed <i>subdivision, new road or reserve set out herein</i> . Signature: <u>A. Brooks</u> Accreditation number: Consent Authority : <u>THE HILLS SHIRE COUNCIL</u> Date of endorsement: <u>25.7.2018</u> Subdivision Certificate number: <u>11627</u> File number: <u>665/2016/2B - STAGE 1, 14/1/2018/SC</u> *Strike through if inapplicable.		
Plans used in the preparation of survey/compilation DP39157 DP164976 DP1232825		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. It is intended to dedicate: - FLEMINGTON PARKWAY (16 WIDE) - DONCASTER STREET (18 WIDE) - LIMERICK STREET (18 WIDE) - KRANJI STREET (18 WIDE) TO THE PUBLIC AS PUBLIC ROAD.
Surveyor's Reference : SW_PR129047_STG1 (SW_PR129047_STG1_180529.dwg)		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Office Use Only

Office Use Only

Registered:  10.08.2018

DP1214869

PLAN OF SUBDIVISION OF LOT 39 AND 40
 DP39157 AND EASEMENT WITHIN LOT 41 IN
 DP 39157

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: 11627

Date of Endorsement: 25.7.18

Pursuant to Section 88B of the *Conveyancing Act 1919* it is intended to create:

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (B)
2. EASEMENT FOR REPAIRS 0.9 WIDE (C)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D)
4. RESTRICTION ON USE OF LAND (E)
5. RESTRICTION ON USE OF LAND (F)
6. RIGHT OF ACCESS 15 WIDE (G)
7. EASEMENT FOR DRAINAGE OF WATER 5 WIDE (W)
8. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (Y)
9. EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT) (V)
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. POSITIVE COVENANT
13. RESTRICTION ON USE OF LAND
14. RESTRICTION ON USE OF LAND
15. POSITIVE COVENANT
16. POSITIVE COVENANT
17. EASEMENT FOR DRAINAGE OF WATER 1.0 WIDE (A)

If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR129047_STG1
 (SW_PR129047_STG1_180529.dwg)

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Office Use Only

Office Use Only

Registered:  10.08.2018

DP1214869

**PLAN OF SUBDIVISION OF LOT 39 AND 40
 DP39157 AND EASEMENT WITHIN LOT 41 IN
 DP 39157**

- 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:11627.....

Date of Endorsement:25.7.18.....

SCHEDULE OF STREET ADDRESSES

Lot	Street No	Street Name	Street Type	Locality	Lot	Street No	Street Name	Street Type	Locality
101	81	Flemington	Parkway	Box Hill	127	22	Doncaster	Street	Box Hill
102	83	Flemington	Parkway	Box Hill	128	20	Doncaster	Street	Box Hill
103	3	Doncaster	Street	Box Hill	129	18	Doncaster	Street	Box Hill
104	5	Doncaster	Street	Box Hill	130	16	Doncaster	Street	Box Hill
105	26	Limerick	Street	Box Hill	131	14	Doncaster	Street	Box Hill
106	24	Limerick	Street	Box Hill	132	12	Doncaster	Street	Box Hill
107	19	Limerick	Street	Box Hill	133	25	Limerick	Street	Box Hill
108	21	Limerick	Street	Box Hill	134	27	Limerick	Street	Box Hill
109	11	Doncaster	Street	Box Hill	135	29	Limerick	Street	Box Hill
110	13	Doncaster	Street	Box Hill	136	31	Limerick	Street	Box Hill
111	15	Doncaster	Street	Box Hill	137	38	Limerick	Street	Box Hill
112	17	Doncaster	Street	Box Hill	138	36	Limerick	Street	Box Hill
113	19	Doncaster	Street	Box Hill	139	34	Limerick	Street	Box Hill
114	21	Doncaster	Street	Box Hill	140	32	Limerick	Street	Box Hill
115	20	Kranji	Street	Box Hill	141	30	Limerick	Street	Box Hill
116	21	Kranji	Street	Box Hill	142	10	Doncaster	Street	Box Hill
117	23	Kranji	Street	Box Hill	143	8	Doncaster	Street	Box Hill
118	25	Doncaster	Street	Box Hill	144	6	Doncaster	Street	Box Hill
119	27	Doncaster	Street	Box Hill	145	4	Doncaster	Street	Box Hill
120	36	Doncaster	Street	Box Hill	146	2	Doncaster	Street	Box Hill
121	34	Doncaster	Street	Box Hill	147	87	Flemington	Parkway	Box Hill
122	32	Doncaster	Street	Box Hill	148	89	Flemington	Parkway	Box Hill
123	30	Doncaster	Street	Box Hill	149	91	Flemington	Parkway	Box Hill
124	28	Doncaster	Street	Box Hill	150	93	Flemington	Parkway	Box Hill
125	26	Doncaster	Street	Box Hill	151	N/A			Box Hill
126	24	Doncaster	Street	Box Hill	152	N/A			Box Hill

If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR129047_STG1
 (SW_PR129047_STG1_180529.dwg)

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Office Use Only

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Registered:  10.08.2018

DP1214869

PLAN OF SUBDIVISION OF LOT 39 AND 40
DP39157 AND EASEMENT WITHIN LOT 41 IN
DP 39157

- 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:11627.....

Date of Endorsement:25.7.18.....

SIGNATURES

Approved by The Hills Shire Council
by its authorised delegate pursuant to s377 Local Government Act 1993

Signature of Authorised Officer

Name of Authorised Officer

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR129047_STG1
(SW_PR129047_STG1_180529.dwg)

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Office Use Only

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Registered:  10.08.2018

PLAN OF SUBDIVISION OF LOT 39 AND 40
DP39157 AND EASEMENT WITHIN LOT 41 IN
DP 39157

DP1214869

Subdivision Certificate number: 11627

Date of Endorsement: 25.7.18

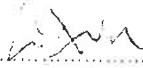
This sheet is for the provision of the following information as required:

- 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.

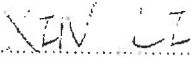
Executed on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: BOX HILL THE BOUNDARY PTY LTD ABN 45948958762

Authority: Section 127 Corporations Act 2001


Signature of authorised person:

Signature of authorised person:


Name of authorised person:

Office held: Director/Secretary

SOLE

Name of authorised person:

Office held: Director

Signed on behalf of Perpetual Corporate
Trust Limited ABN 99 000 341 533 by its
Attorney pursuant to Power of Attorney
Book 4676 No 134 in the presence of:



Signature of witness



Signature of Attorney

LACHLAN MUM

Name and address of witness

Trent Franklin
Manager Custody

Name of Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR129047_STG1
(SW_PR129047_STG1_180529.dwg)

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Office Use Only

Office Use Only

Registered:  10.08.2018

PLAN OF SUBDIVISION OF LOT 39 AND 40
DP39157 AND EASEMENT WITHIN LOT 41 IN
DP 39157

DP1214869

Subdivision Certificate number: 11627

Date of Endorsement: 25.7.18

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 on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: HUME HOMES PTY LTD ABN 36162843585

Authority: Section 127 Corporations Act 2001

Signature of authorised person:

MAJAHAT RANA

Name of authorised person:

Office held: Director/Secretary

Signature of authorised person:

WASHIR AZIZ

Name of authorised person:

Office held: Director

THE COMMON SEAL of BALANCED
SECURITIES LIMITED ACN 083 514 685 being
a company with more than one director is hereby
affixed in accordance with its Constitution in the
presence of:

Signature:  Director
Print Name: DAVID MORTON GEER



If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR129047_STG1
(SW_PR129047_STG1_180529.dwg)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres.

(Sheet 1 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
 and Easement within Lot 41 in DP39157
 Covered by Subdivision Certificate
 No 11627 of 25.7.18

Full name and address of the owner of the land:

BOX HILL THE BOUNDARY PTY LTD
 ABN 45948958762
 SUITE 603/151
 CASTLEREAGH STREET
 SYDNEY 2000

HUME HOMES PTY LTD
 ABN 36162843585
 20 PEMBROKE PARADE
 WILTON NSW 2571

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify 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 (B)	101 103 104 106 114 129 140 147 148 149	102 101,102 101, 102, 103 101, 102, 103, 104 115 Part Lot 152 denoted (Z) on the plan 147, 148, 149, 150 148, 149, 150 149, 150 150
2	Easement for Repairs 0.9 Wide (C)	102 105 108 114 117 132 142 152	101 106 107 115 116 131 143 120
3	Easement for Padmount Substation 2.75 Wide (D)	152	Epsilon Distribution Ministerial Holding Corporation

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 2 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
 and Easement within Lot 41 in DP39157
 Covered by Subdivision Certificate
 No 11627 of 25.7.18

Number of item shown in the intention panel on the plan	Identify 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	Restriction on Use of Land (E)	Part of 136 & 152 denoted (E) on the plan	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on Use of Land (F)	Part of 136 & 152 denoted (F) on the plan	Epsilon Distribution Ministerial Holding Corporation
6	Right of Access 15 Wide (G)	151	The Hills Shire Council
7	Easement for Drainage of Water 5 Wide (W)	Lot 41 in DP39157	The Hills Shire Council
8	Easement for Drainage of Water 1.5 Wide (Y)	101 103	The Hills Shire Council
9	Easement for Drainage of Water (Entire Lot) (V)	104 105 106	The Hills Shire Council
10	Restriction on Use of Land	101 102 Each of Lots 105-117 Inclusive Each of Lots 120-124 Inclusive Each of Lots 130-132 Inclusive Each of Lots 142-146 Inclusive	The Hills Shire Council
11	Restriction on Use of Land	104 105 106	The Hills Shire Council

Approved by The Hills Shire Council

Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
 and Easement within Lot 41 in DP39157
 Covered by Subdivision Certificate
 No 11627 of 25.7.18

Number of item shown in the intention panel on the plan	Identify 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
12	Positive Covenant	104 105 106	The Hills Shire Council
13	Restriction on Use of Land	Each of Lots 101-150 Inclusive	The Hills Shire Council
14	Restriction on Use of Land	151	The Hills Shire Council
15	Positive Covenant	105 106 107 108 116 117	The Hills Shire Council
16	Positive Covenant	Each of Lots 101-151 Inclusive	The Hills Shire Council
17	Easement for Drainage of Water 1.0 Wide (A)	116 118	118, 119 119

Part 2 (Terms)

1. Name of Authority whose consent is required to release, vary or modify easement numbered 1 in the plan.

The Registered Proprietor(s) for the time being of the Lot Benefited.

2. Terms of Easement numbered 2 in the plan.

Terms of Easement for repairs as per Part 5 Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

1. The registered proprietor of the lot burdened shall not erect any building or other structure of any kind on or over the site of the easement.

Approved by The Hills Shire Council

Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 4 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11627 of 25.7.18

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

Name of Authority whose consent is required to release, vary or modify easement numbered 2 in the plan.

The Hills Shire Council

3. Terms of Easement for Padmount Substation numbered 3 in the plan

The terms set out in Memorandum AK104621 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'

Name of person or Authority whose consent is required to release, vary or modify easement numbered 3 in the plan is Epsilon Distribution Ministerial Holding Corporation

4. Terms of Restriction on Use of Land numbered 4 in the plan

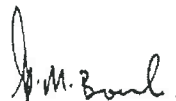
1.0 Definitions:

- 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.

Approved by The Hills Shire Council


Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 5 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11627 of 25.7.18

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 sub lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of person or Authority whose consent is required to release, vary or modify restriction, numbered 4 in the plan is Epsilon Distribution Ministerial Holding Corporation

5. Terms of Restriction on Use of Land numbered 5 in the plan

1.0 Definitions:

1.1 **erect** includes construct, install, build and maintain.

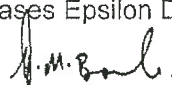
1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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'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 Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sub lessee 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

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 6 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11627 of 25.7.18

Corporation's 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 person or Authority whose consent is required to release, vary or modify restriction, numbered 5 in the plan is Epsilon Distribution Ministerial Holding Corporation

6. Terms of easement numbered 6 in the plan

Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

- a) The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.
- b) The easement site is made accessible to the public.
- c) The easement will be extinguished upon the extension of the adjoining public road to which it relates.

Name of Authority whose consent is required to release, vary or modify the restriction numbered 11 in the plan.

The Hills Shire Council

7. Terms of easement numbered 7 in the plan

Terms of Easement for drainage of water as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement will be extinguished upon the extension of the adjoining public stormwater network to which it relates.

Name of Authority whose consent is required to release, vary or modify easement numbered 7 in the plan.

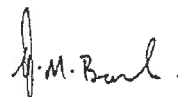
The Hills Shire Council

8. Terms of easement numbered 8 in the plan

Terms of Easement for drainage of water as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement will be extinguished upon the extension of the adjoining public stormwater network to which it relates.

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 7 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11627 of 25.7.18

Name of Authority whose consent is required to release, vary or modify easement numbered 7 in the plan.

The Hills Shire Council

9. Terms of easement numbered 9 in the plan

Terms of Easement for drainage of water as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement will be extinguished upon the removal of the temporary stormwater management measures to which it relates. The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate 96/2017/EC dated 31/05/2017.

Name of Authority whose consent is required to release, vary or modify easement numbered 9 in the plan.

The Hills Shire Council

10. Terms of Restriction on Use of Land numbered 10 in the plan.

No development shall be permitted on the lot(s) hereby burdened except for development in accordance with the building envelope plan prepared by Yarraman Developments Pty Limited Drawing 1235 Revision C dated 23.04.2018 approved by DA 665/2016/ZB.

Name of Authority whose consent is required to release, vary or modify the restriction numbered 10 in the plan.

The Hills Shire Council

11. Terms of Restriction on Use of Land numbered 11 in the plan.


1. The registered proprietor shall not make or permit or suffer the making of any alterations to the temporary stormwater management measures constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.
2. The registered proprietor shall not erect or suffer the erection of any dwelling house or other structure on the lot(s) hereby burdened unless the temporary stormwater management measures have been removed complying with the requirements of The Hills Shire Council.

The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate 96/2017/EC dated 31/05/2017.

Name of Authority whose consent is required to release, vary or modify the restriction numbered 11 in the plan.

The Hills Shire Council

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 8 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11627 of 25.7.18

12. Terms of Positive Covenant numbered 12 in the plan.

The registered proprietor(s) covenant as follows with the Council benefited in respect to the temporary stormwater management measures constructed on the lots(s), that they will:

1. Keep the temporary stormwater management measures clean and free from silt, rubbish and debris;
2. Maintain and repair the temporary stormwater management measures at the sole expense of the registered proprietor(s), so that they function in a safe and efficient manner, until they are no longer required and can be removed complying with the requirements of The Hills Shire Council.

The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate 96/2017/EC dated 31/05/2017.

Name of Authority whose consent is required to release, vary or modify the positive covenant numbered 12 in the plan.

The Hills Shire Council

13. Terms of Restriction on Use of Land numbered 13 in the plan.

No dwelling shall be constructed on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 3000 litres in accordance with the requirements of The Hills Shire Council.

Name of Authority whose consent is required to release, vary or modify the restriction numbered 13 in the plan.

The Hills Shire Council

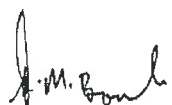
14. Terms of Restriction on Use of Land numbered 14 in the plan.

No development shall be permitted on the lot(s) hereby burdened until it is resubdivided complying with the requirements of The Hills Shire Council.

Name of Authority whose consent is required to release, vary or modify the restriction numbered 14 in the plan.

The Hills Shire Council

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 9 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11627 of 25.7.18

15. Terms of Positive Covenant numbered 15 in the plan.

1. The registered proprietor of the lots 105 and 106 hereby burdened must present their garbage bins at Doncaster Street fronting lot 105 for collection until such time as Limerick Street is further extended south and in compliance with the requirements of The Hills Shire Council.
2. The registered proprietor of the lots 107 and 108 hereby burdened must present their garbage bins at Doncaster Street fronting lot 108 for collection until such time as Limerick Street is further extended south and in compliance with the requirements of The Hills Shire Council.
3. The registered proprietor of the lots 114 and 115 hereby burdened must present their garbage bins at Doncaster Street fronting lot 114 for collection until such time as Kranji Street is further extended south and in compliance with the requirements of The Hills Shire Council.
4. The registered proprietor of the lots 116 and 117 hereby burdened must present their garbage bins at Doncaster Street fronting lot 117 for collection until such time as Kranji Street is further extended south and in compliance with the requirements of The Hills Shire Council.

Name of Authority whose consent is required to release, vary or modify the Positive Covenant numbered 15 in the plan.

The Hills Shire Council

16. Terms of Positive Covenant numbered 16 in the plan.

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

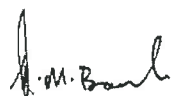
Name of Authority whose consent is required to release, vary or modify the Positive Covenant numbered 16 in the plan.

The Hills Shire Council

17. Name of Authority whose consent is required to release, vary or modify easement numbered 17 in the plan.

The Registered Proprietor(s) for the time being of the Lot Benefited.

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

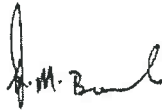
(Sheet 10 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11627 of 25.7.18

SIGNATURES

Approved by The Hills Shire Council
by its authorised delegate pursuant to s377 Local Government Act 1993



Signature of Authorised Officer

ANDREW BROOKS
Name of Authorised Officer

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



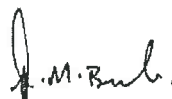
Signature of Witness

RACHEL BRAITHWAITE
Name of Witness

3 COLUMBIA COURT

NORWEST
Address of Witness

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
Section 88B Conveyancing Act 1919.

11
(Sheet 12 of 13 sheets)

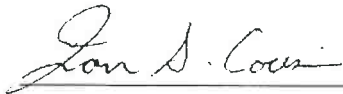
Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11627 of 25.7.18

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:



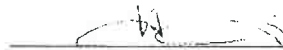
Name of witness:

IAN STEWART COUSIN

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:

Book ~~4727~~ No 524
4734 583

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS 176 34

Date of signature:

12 March 2018

Approved by Hills Shire Council

Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
Section 88B Conveyancing Act 1919.

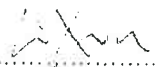
(Sheet 12 of 13 sheets)

Plan: **DP1214869**

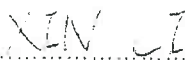
Plan of Subdivision of Lot 39 and 40 in DP39157
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11627 of 25.7.18

Executed on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: BOX HILL THE BOUNDARY PTY LTD ABN 45948958762
Authority: Section 127 Corporations Act 2001


Signature of authorised person:

Signature of authorised person:


Name of authorised person:
Office held: Director/Secretary
SOLE

Name of authorised person:
Office held: Director

Signed on behalf of Perpetual Corporate
Trust Limited ABN 99 000 341 533 by its
Attorney pursuant to Power of Attorney
Book 4676 No 134 in the presence of:


Signature of witness


Signature of Attorney

LACHLAN WOOD
Name and address of witness

Trent Franklin
Manager Custody
Name of Attorney

Approved by The Hills Shire Council _____
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
Section 88B Conveyancing Act 1919.

(Sheet 13 of 13 sheets)

Plan: **DP1214869**

Plan of Subdivision of Lot 39 and 40 in DP39157
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11627 of 25.7.18

Executed on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: HUME HOMES PTY LTD ABN 36162843585
Authority: Section 127 Corporations Act 2001

Signature of authorised person:


Signature of authorised person:

MAJAHAT NANA
Name of authorised person:
Office held: Director/Secretary

KASHIF AZIZ
Name of authorised person:
Office held: Director

THE COMMON SEAL of BALANCED
SECURITIES LIMITED ACN 083 514 685
being a company with more than one
director is hereby affixed in accordance with
its Constitution in the presence of:



Signature: 
Print Name: DAVID MORTON GEER

Director

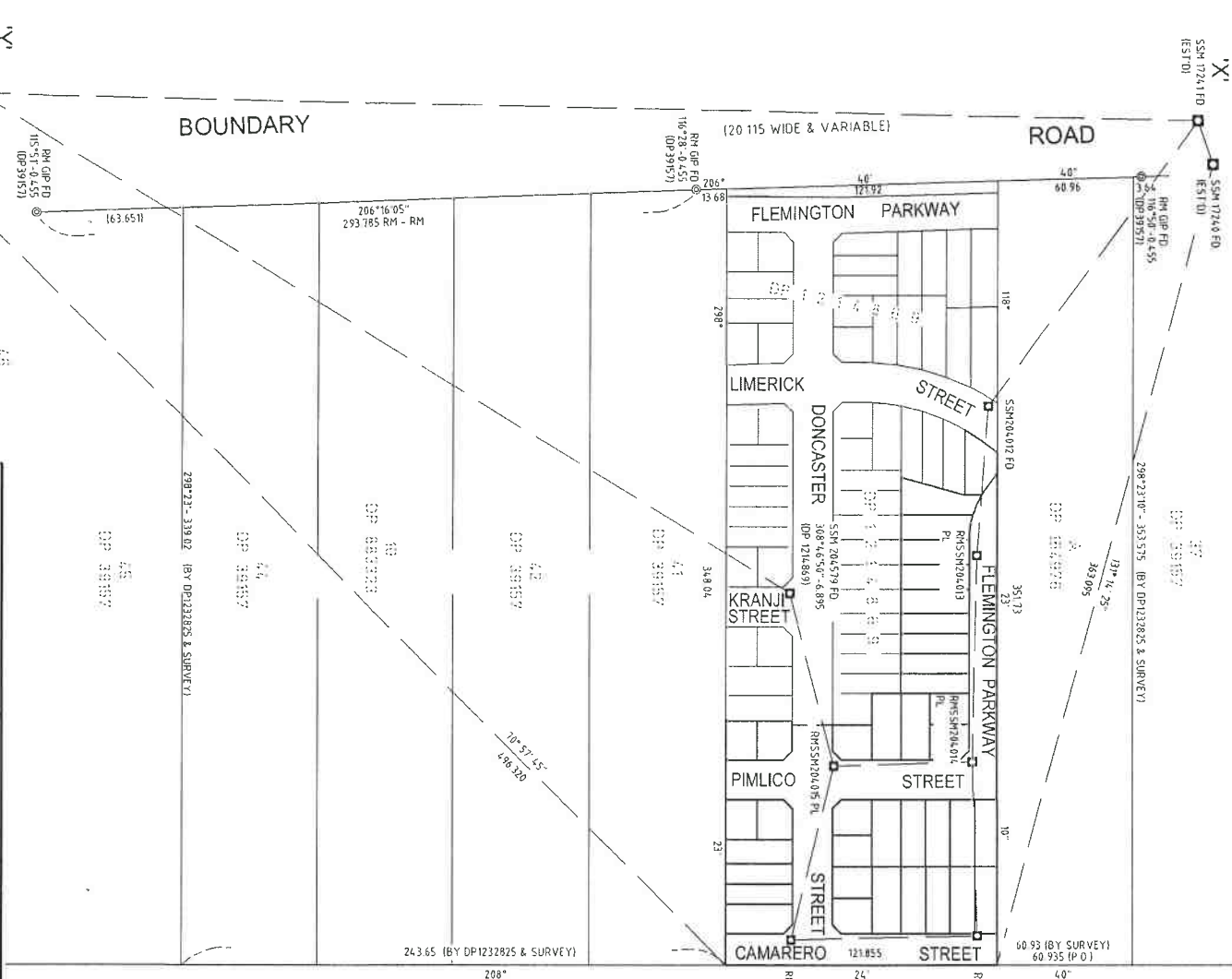
REGISTERED



10.08.2018

Approved by The Hills Shire Council

Authorised Officer



MARK	MGA CO-ORDINATES				AHD		HEIGHT DATUM	METHOD	STATE
	EASTING	NORTHING	CLASS	ORDER	AHD	CLASS			
SSM1724.0	303857.608	62751729.547	B	2	53.778	LB	L2	FROM SCMS	FOUND
SSM1724.1	303837.266	62751322.781	C	3	54.575	LB	L2	FROM SCMS	FOUND
SSM1724.2	303603.475	6275221.085	B	2	33.042	LB	L2	FROM SCMS	FOUND
SSM1724.3	303560.717	6275250.719	C	3	34.648	LB	L2	FROM SCMS	FOUND
SSM1724.4	303939.273	6275481.774	D	N/A	4.9785	LD	N/A	BY SURVEY	FOUND
SSM1724.5	303908.153	6275605.856	D	N/A	4.3627	LD	N/A	BY SURVEY	FOUND
SSM1724.6	303964.418	6275569.703	D	N/A	4.8413	LD	N/A	BY SURVEY	FOUND
SSM1724.7	304045.237	6275648.250	D	N/A	53.122	LD	N/A	CAD TRAV	PLACED
SSM1724.8	304076.636	6275541.281	D	N/A	44.834	LD	N/A	CAD TRAV	PLACED
SSM1724.9	304114.827	6275488.595	D	N/A	48.208	LD	N/A	CAD TRAV	PLACED
ADOPTED FROM SCMS 10TH NOVEMBER 2017									
ZONE 56									
HEIGHT DATUM: AHD71									
COMBINED SCALE FACTOR 1.000062									

PERMANENT MARK CONNECTIONS				
FROM	TO	MGA ADJUSTED DISTANCE	SURVEY DISTANCE	SURVEY DISTANCE
SSM1724.1	SSM1724.3	289°48'59"	556.154	556.140
SSM1724.3	SSM1724.2	124°16'10"	51.737	51.730
SSM1724.2	SSM1724.0	263°37'22"	568.389	568.397
SSM1724.0	SSM1724.1	279°2'0"	20.596	20.599
SSM1724.1	SSM1724.2	150°44'49"	145.360	
SSM1724.2	SSM1724.3	127°43'37"	66.874	
SSM1724.3	SSM1724.0	119°35'18"	92.399	
SSM1724.0	SSM1724.1	116°50'34"	77.995	
SSM1724.1	SSM1724.2	207°15'58"	83.553	
SSM1724.2	SSM1724.3	317°15'51"	80.245	
SSM1724.3	SSM1724.0	284°3'24"	80.385	
SSM1724.0	SSM1724.1	231°53'36"	444.890	
SSM1724.1	SSM1724.2	206°42'0"	62.213	

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM1724.3	SSM1724.1	- 79.915	
SSM1724.1	SSM1724.0	- 0.801	
SSM1724.0	SSM1724.2	- 5.361	
SSM1724.2	SSM1724.3	- 5.437	
SSM1724.3	SSM1724.0	- 3.374	
SSM1724.0	SSM1724.1	- 8.288	
SSM1724.1	SSM1724.2	- 20.09	
SSM1724.2	SSM1724.3	- 1.628	

SURVEYOR
Name: WILLIAM JOHN BOYLE
Date: 4-4-2018
Reference: SW PR120042 STG2

PLAN OF SUBDIVISION OF LOT 152 DP 1214889 AND
EASEMENT WITHIN LOT 41 IN DP 39157

LGA: THE HILLS
Locality: BOX HILL
Reduction Ratio 1 : 1500
Lengths are in metres.

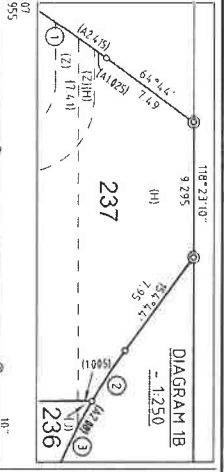
REGISTERED
14.8.2018

DP1214870

NOTE: SEE SHEET 1 FOR SSM CONNECTIONS

SCHEDULE OF SHORT LINES & CURVES				
No	BEARING	DISTANCE	ARC	RAD
1	61°32'20"	10.25	10.255	92
2	157°46'30"	4.145	4.145	4.0
3	141°49'30"	9.725	9.745	4.0
4	126°51'15"	11.12	11.155	4.0
5	118°37'40"	0.33	0.33	4.0

DIAGRAM 1C	
-1:250	
228	225
224	



SEE DIAG. 1B

FLEMINGTON

PARKWAY

STREET

STREET

STREET

DONCASTER

STREET

DONCASTER

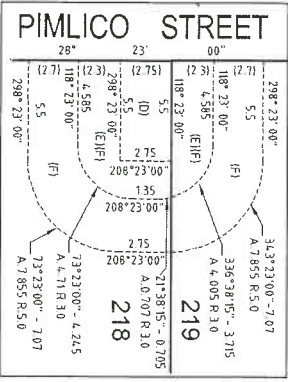
STREET

LIMERICK

KRANJI STREET

PIMLICO

CAMARERO



SURVEYOR
Name: WILLIAM JOHN BOYLE
Date: 4-4-2018


PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND
EASEMENT WITHIN LOT 41 IN DP 39157

LGA: THE HILLS
Locality: BOX HILL
Reduction Ratio 1: 500

REGISTERED
14.8.2018

DP1214870

- (A) EASEMENT FOR DRAINAGE OF WATER 1.0 WIDE
- (B) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1214869)
- (D) EASEMENT FOR REPAIRS 0.9 WIDE
- (E) EASEMENT FOR PADPOUNT SUBSTATION 2.75 WIDE
- (F) RESTRICTION ON THE USE OF LAND
- (G) RESTRICTION ON THE USE OF LAND
- (H) RIGHT OF ACCESS 10.055 WIDE
- (I) RIGHT OF ACCESS 8 WIDE
- (J) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (K) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (L) EASEMENT FOR PADPOUNT SUBSTATION 2.75 WIDE (DP 1214869)
- (M) RESTRICTION ON THE USE OF LAND
- (N) RESTRICTION ON THE USE OF LAND
- (O) EASEMENT FOR REPAIRS 0.9 WIDE (DP 1214869)

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
Registered :  14.8.2018 Title System : TORRENS		Office Use Only <div style="font-size: 2em; font-weight: bold;">DP1214870</div>
PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND EASEMENT WITHIN LOT 41 IN DP 39157		LGA : THE HILLS Locality : BOX HILL Parish : NELSON County : CUMBERLAND
Survey Certificate I, <u>WILLIAM JOHN BOYLE</u> of <u>RPS Australia East Pty Ltd (PO BOX 6843 Baulkham Hills NSW 2153)</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>4-4-2018</u> , or *(b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on <u>4-4-2018</u> 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 <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: <u>..X'..Y'</u> Type: *Urban /*Rural The terrain is *Level-Undulating / Steep-Mountainous. Signature: <u>W. J. Boyle</u> Dated: <u>7/4/2018</u> Surveyor Identification No: <u>6275</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *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, <u>ANDREW BROOKS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of the s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>A. M. Brooks</u> Accreditation number: Consent Authority : <u>THE HILLS SHIRE COUNCIL</u> Date of endorsement: <u>25.7.2018</u> Subdivision Certificate number: <u>11628</u> File number: <u>665/2016/2B - STAGE 2, 142/2018/SC</u> *Strike through if inapplicable.		
Plans used in the preparation of survey/compilation DP39157 DP164976 DP1232825		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. It is intended to dedicate: <ul style="list-style-type: none"> - DONCASTER STREET (18 WIDE) - PIMLICO STREET (18 WIDE) - FLEMINGTON PARKWAY (12.5 WIDE & VARIABLE) - CAMARERO STREET (14 WIDE) TO THE PUBLIC AS PUBLIC ROAD.
Surveyor's Reference : SW_PR129047_STG2 (SW_PR129047_STG2_180529.dwg)		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 6 sheet(s)	
<div style="text-align: right; font-weight: bold;">Office Use Only</div> <div style="display: flex; justify-content: space-between; align-items: center;"> Registered: 14.8.2018 </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND EASEMENT WITHIN LOT 41 IN DP 39157 </div> <div style="margin-top: 10px;"> Subdivision Certificate number:116.28..... Date of Endorsement:25.7.18..... </div>	<div style="text-align: right; font-weight: bold;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;">DP1214870</div> <div style="margin-top: 20px;"> This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>
<p>Pursuant to Section 88B of the <i>Conveyancing Act 1919</i> it is intended to create:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (A) 2. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (B) 3. EASEMENT FOR REPAIRS 0.9 WIDE (C) 4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D) 5. RESTRICTION ON USE OF LAND (E) 6. RESTRICTION ON USE OF LAND (F) 7. RIGHT OF ACCESS 10.055 WIDE (G) 8. RIGHT OF ACCESS 8 WIDE (H) 9. EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT) (V) 10. EASEMENT FOR DRAINAGE OF WATER 5 WIDE (W) 11. RESTRICTION ON USE OF LAND 12. RESTRICTION ON USE OF LAND 13. POSITIVE COVENANT 14. RESTRICTION ON USE OF LAND 15. POSITIVE COVENANT 16. POSITIVE COVENANT 17. RIGHT OF ACCESS VARIABLE WIDTH (J) <div style="text-align: center; margin-top: 20px;"> If space is insufficient use additional annexure sheet </div>	
Surveyor's Reference: SW_PR129047_STG2 (SW_PR129047_STG2_180529.dwg)	

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Office Use Only

Office Use Only

Registered:  14.8.2018

**PLAN OF SUBDIVISION OF LOT 152 DP 1214869
AND EASEMENT WITHIN LOT 41 IN DP 39157**

DP1214870

- 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:116.28.....

Date of Endorsement:25.7.18.....

SCHEDULE OF STREET ADDRESSES

Lot	Street No	Street Name	Street Type	Locality	Lot	Street No	Street Name	Street Type	Locality
201	54	Pimlico	Street	Box Hill	219	67	Pimlico	Street	Box Hill
202	52	Pimlico	Street	Box Hill	220	69	Pimlico	Street	Box Hill
203	59	Pimlico	Street	Box Hill	221	71	Pimlico	Street	Box Hill
204	61	Pimlico	Street	Box Hill	222	73	Pimlico	Street	Box Hill
205	33	Doncaster	Street	Box Hill	223	38	Doncaster	Street	Box Hill
206	35	Doncaster	Street	Box Hill	224	58	Pimlico	Street	Box Hill
207	37	Doncaster	Street	Box Hill	225	60	Pimlico	Street	Box Hill
208	39	Doncaster	Street	Box Hill	226	N/A	Flemington	Parkway	Box Hill
209	72	Camarero	Street	Box Hill	227	N/A	Flemington	Parkway	Box Hill
210	70	Camarero	Street	Box Hill	228	N/A	Flemington	Parkway	Box Hill
211	68	Camarero	Street	Box Hill	229	N/A	Flemington	Parkway	Box Hill
212	66	Camarero	Street	Box Hill	230	N/A	Flemington	Parkway	Box Hill
213	64	Camarero	Street	Box Hill	231	N/A	Flemington	Parkway	Box Hill
214	46	Doncaster	Street	Box Hill	232	N/A	Flemington	Parkway	Box Hill
215	44	Doncaster	Street	Box Hill	233	N/A	Flemington	Parkway	Box Hill
216	42	Doncaster	Street	Box Hill	234	N/A	Flemington	Parkway	Box Hill
217	40	Doncaster	Street	Box Hill	235	N/A	Flemington	Parkway	Box Hill
218	65	Pimlico	Street	Box Hill	236	N/A	Flemington	Parkway	Box Hill
					237	33	Limerick	Street	Box Hill

If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR129047_STG2
(SW_PR129047_STG2_180529.dwg)

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Office Use Only

Office Use Only

Registered:  14.8.2018

DP1214870

PLAN OF SUBDIVISION OF LOT 152 DP 1214869
AND EASEMENT WITHIN LOT 41 IN DP 39157

- 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:11628.....

Date of Endorsement:25.7.18.....

SIGNATURES

Approved by The Hills Shire Council
by its authorised delegate pursuant to s377 Local Government Act 1993

Signature of Authorised Officer

Name of Authorised Officer

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR129047_STG2
(SW_PR129047_STG2_180529.dwg)

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Registered:



14.8.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 152 DP 1214869
AND EASEMENT WITHIN LOT 41 IN DP 39157

DP1214870

Subdivision Certificate number: 11628

Date of Endorsement: 25.7.18

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 on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: BOX HILL THE BOUNDARY PTY LTD ABN 45948958762

Authority: Section 127 Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Office held: Director/Secretary
SOLE

Name of authorised person:

Office held: Director

Signed on behalf of Perpetual Corporate
Trust Limited ABN 99 000 341 533 by its
Attorney pursuant to Power of Attorney
Book 4676 No 134 in the presence of:

Signature of witness

Signature of Attorney

CACHLAN WICK

Name and address of witness

Trent Franklin
Manager Custody

Name of Attorney


If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR129047_STG2
(SW_PR129047_STG2_180529.dwg)

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Registered:  14.8.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 152 DP 1214869
AND EASEMENT WITHIN LOT 41 IN DP 39157

DP1214870

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 on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: HUME HOMES PTY LTD ABN 36162843585
Authority: Section 127 Corporations Act 2001

Signature of authorised person: 

WASAHAT RANA

Name of authorised person:

Office held: Director/Secretary

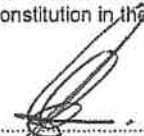
Signature of authorised person: 

VASHIF AZIZ

Name of authorised person:

Office held: Director

THE COMMON SEAL of BALANCED
SECURITIES LIMITED ACN 083 514 685 being
a company with more than one director is hereby
affixed in accordance with its Constitution in the
presence of:

Signature: 
Print Name: DAVID MORTON GEER

Director



If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR129047_STG2
(SW_PR129047_STG2_180529.dwg)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres.

(Sheet 1 of 13 sheets)

Plan:

DP1214870

Plan of Subdivision of Lot 152 in DP1214869
 and Easement within Lot 41 in DP39157
 Covered by Subdivision Certificate
 No 11628 of 25.7.18

Full name and address of the owner of
 the land:

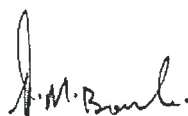
BOX HILL THE BOUNDARY PTY LTD
 ABN 45948958762
 SUITE 603/151
 CASTLEREAGH STREET
 SYDNEY 2000

HUME HOMES PTY LTD
 ABN 36162843585
 20 PEMBROKE PARADE
 WILTON NSW 2571

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify 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 Wide (A)	221	222
2	Easement for Drainage of Water 1.5 Wide (B)	203 205 206 207 208 213 218 219 220 229 230 231 232 233 234 235 236	204 203, 204 203, 204, 205 203, 204, 205, 206 203, 204, 205, 206, 207 218, 219, 220, 221, 222 219, 220, 221, 222 220, 221, 222 221, 222 228 228, 229 228, 229, 230 228, 229, 230, 231 228, 229, 230, 231, 232 228-233 Inclusive 228-234 Inclusive 228-235 Inclusive

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 2 of 13 sheets)

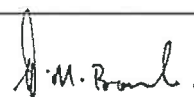
Plan:

DP1214870

Plan of Subdivision of Lot 152 in DP1214869
 and Easement within Lot 41 in DP39157
 Covered by Subdivision Certificate
 No 11628 of 25.7.18

Number of item shown in the intention panel on the plan	Identify 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	Easement for Repairs 0.9 Wide (C)	201 204 207 208 214 217 226	202 203 206 207 215 216 227
4	Easement for Padmount Substation 2.75 Wide (D)	218	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on Use of Land (E)	Part of 218 & 219 denoted (E) on the plan	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on Use of Land (F)	Part of 218 & 219 denoted (F) on the plan	Epsilon Distribution Ministerial Holding Corporation
7	Right of Access 10.055 Wide (G)	209 222	The Hills Shire Council
8	Right of Access 8 Wide (H)	237	The Hills Shire Council
9	Easement for Drainage of Water (Entire Lot) (V)	208	The Hills Shire Council
10	Easement for Drainage of Water 5 Wide (W)	Lot 41 in DP39157	The Hills Shire Council
11	Restriction on Use of Land	Each of Lots 201-204 Inclusive 206 207 Each of Lots 214-217 Inclusive 223 Each of Lots 226-231 Inclusive	The Hills Shire Council

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 13 sheets)

Plan:

DP1214870

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 No 11628 of 25.7.18

Number of item shown in the intention panel on the plan	Identify 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
12	Restriction on Use of Land	208	The Hills Shire Council
13	Positive Covenant	208	The Hills Shire Council
14	Restriction on Use of Land	Each of Lots 201-237 Inclusive	The Hills Shire Council
15	Positive Covenant	201 202 203 204 207	The Hills Shire Council
16	Positive Covenant	Each of Lots 201-237 Inclusive	The Hills Shire Council
17	Right of Access Variable Width (J)	236	The Hills Shire Council

Part 2 (Terms)

1. Name of Authority whose consent is required to release, vary or modify easement numbered 1 in the plan.

The Registered Proprietor(s) for the time being of the Lot Benefited.

2. Name of Authority whose consent is required to release, vary or modify easement numbered 2 in the plan.


The Registered Proprietor(s) for the time being of the Lot Benefited.

3. Terms of Easement numbered 3 in the plan.

Terms of Easement for repairs as per Part 5 Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

- The registered proprietor of the lot burdened shall not erect any building or other structure of any kind on or over the site of the easement.

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 4 of 13 sheets)

Plan:

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No 11628 of 25.7.18

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

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

The Hills Shire Council

4. Terms of Easement for Padmount Substation numbered 4 in the plan

The terms set out in Memorandum AK104621 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'

Name of person or Authority whose consent is required to release, vary or modify easement numbered 4 in the plan is Epsilon Distribution Ministerial Holding Corporation

5. Terms of Restriction on Use of Land numbered 5 in the plan

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.

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 5 of 13 sheets)

Plan:

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No 11628 of 25.7.18

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 sub lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of person or Authority whose consent is required to release, vary or modify restriction, numbered 5 in the plan is Epsilon Distribution Ministerial Holding Corporation

6. Terms of Restriction on Use of Land numbered 6 in the plan

1.0 Definitions:

1.1 **erect** includes construct, install, build and maintain.

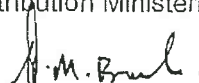
1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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'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 Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sub lessee 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

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 6 of 13 sheets)

Plan:

DP1214870

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Covered by Subdivision Certificate
No 11628 of 25.7.18

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.

- 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 person or Authority whose consent is required to release, vary or modify restriction, numbered 6 in the plan is Epsilon Distribution Ministerial Holding Corporation

7. Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan

Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

- a) The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.
- b) The easement site is made accessible to the public.
- c) The easement will be extinguished upon the extension of the adjoining public road to which it relates.

Name of Authority whose consent is required to release, vary or modify easement numbered 7 in the plan.

The Hills Shire Council

8. Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan

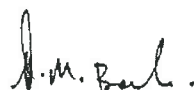
Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

- d) The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.
- e) The easement site is made accessible to the public.
- f) The easement will be extinguished upon the extension of the adjoining public road to which it relates.

Name of Authority whose consent is required to release, vary or modify easement numbered 8 in the plan.

The Hills Shire Council

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 7 of 13 sheets)

Plan:

DP1214870

Plan of Subdivision of Lot 152 in DP1214869
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Covered by Subdivision Certificate
No 11628 of 25.7.18

9. Terms of easement numbered 9 in the plan

Terms of Easement for drainage of water as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement will be extinguished upon the extension of the adjoining public stormwater network to which it relates.

Name of Authority whose consent is required to release, vary or modify easement numbered 9 in the plan.

The Hills Shire Council

10. Name of Authority whose consent is required to release, vary or modify easement numbered 10 in the plan.

Terms of Easement for drainage of water as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement will be extinguished upon the removal of the temporary stormwater management measures to which it relates. The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate 96/2017/EC dated 31/05/2017.

Name of Authority whose consent is required to release, vary or modify easement numbered 9 in the plan.

The Hills Shire Council

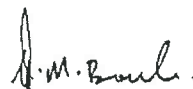
11. Terms of Restriction on Use of Land numbered 11 in the plan.

No development shall be permitted on the lot(s) hereby burdened except for developments in accordance with the building envelope plan prepared by Yarraman Developments Pty Limited Drawing 1235 Revision C dated 23.04.2018 approved by DA 665/2016/ZB.

12. Terms of Restriction on Use of Land numbered 12 in the plan.

1. The registered proprietor shall not make or permit or suffer the making of any alterations to the temporary stormwater management measures constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.
2. The registered proprietor shall not erect or suffer the erection of any dwelling house or other structure on the lot(s) hereby burdened unless the temporary stormwater management measures have been removed complying with the requirements of The Hills Shire Council.

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 8 of 13 sheets)

Plan:

DP1214870

Plan of Subdivision of Lot 152 in DP1214869
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Covered by Subdivision Certificate
No 11628 of 25.7.18

The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate 96/2017/EC dated 31/05/2017.

Name of Authority whose consent is required to release, vary or modify the restriction numbered 12 in the plan.

The Hills Shire Council

13. Terms of Positive Covenant numbered 13 in the plan.

The registered proprietor(s) covenant as follows with the Council benefited in respect to the temporary stormwater management measures constructed on the lots(s), that they will:

1. Keep the temporary stormwater management measures clean and free from silt, rubbish and debris;
2. Maintain and repair the temporary stormwater management measures at the sole expense of the registered proprietor(s), so that they function in a safe and efficient manner, until they are no longer required and can be removed complying with the requirements of The Hills Shire Council.

The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate 96/2017/EC dated 31/05/2017.

Name of Authority whose consent is required to release, vary or modify the restriction numbered 13 in the plan.

The Hills Shire Council

14. Terms of Restrictions on Use of Land numbered 14 in the plan.

No dwelling shall be constructed on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 3000 litres in accordance with the requirements of The Hills Shire Council.

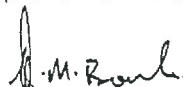
Name of Authority whose consent is required to release, vary or modify the restriction numbered 14 in the plan.

The Hills Shire Council

15. Terms of Positive Covenant numbered 15 in the plan.

1. The registered proprietor of the lots 201 and 202 hereby burdened must present their garbage bins at Doncaster Street fronting lot 201 for collection until such time as Pimlico Street is further extended south and in compliance with the requirements of The Hills Shire Council.

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 9 of 13 sheets)

Plan:

DP1214870

Plan of Subdivision of Lot 152 in DP1214869
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Covered by Subdivision Certificate
No 11628 of 25.7.18

2. The registered proprietor of the lots 203 and 204 hereby burdened must present their garbage bins at Doncaster Street fronting lot 204 for collection until such time as Pimlico Street is further extended south and in compliance with the requirements of The Hills Shire Council.
3. The registered proprietor of the lots 208 hereby burdened must present their garbage bins at Doncaster Street fronting lot 208 for collection until such time as Camarero Street is further extended south and in compliance with the requirements of The Hills Shire Council.

Name of Authority whose consent is required to release, vary or modify the Positive Covenant numbered 15 in the plan.

The Hills Shire Council

16. Terms of Positive Covenant numbered 16 in the plan.

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

Name of Authority whose consent is required to release, vary or modify the Positive Covenant numbered 16 in the plan.

The Hills Shire Council

17. Terms of easement, profit à prendre, restriction or positive covenant numbered 17 in the plan

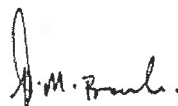
Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

- g) The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.
- h) The easement site is made accessible to the public.
- i) The easement will be extinguished upon the extension of the adjoining public road to which it relates.

Name of Authority whose consent is required to release, vary or modify easement numbered 17 in the plan.

The Hills Shire Council

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
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(Sheet 10 of 13 sheets)

Plan:

DP1214870

Plan of Subdivision of Lot 152 in DP1214869
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No 11628 of 25.7.18

SIGNATURES

Approved by The Hills Shire Council
by its authorised delegate pursuant to s377 Local Government Act 1993



Signature of Authorised Officer

ANDREW BROOKS
Name of Authorised Officer

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




Signature of Witness

RACHEL BRAITHWAITE
Name of Witness

3 COLUMBIA COURT

NORTHWEST
Address of Witness

Approved by The Hills Shire Council



Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
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(Sheet ¹¹12 of 13 sheets)

Plan:


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No 11628 of 25.7.18

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:

IAN STEWART COUSIN

Name and position of attorney:

Helen Smith
Manager Property & Fleet

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:

Book 4727 No ~~524~~
34 853

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS17635

Date of signature:

12 March 2018

Approved by Hills Shire Council

Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
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(Sheet 12 of 13 sheets)

Plan:

DP1214870

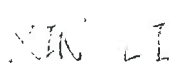
Plan of Subdivision of Lot 152 in DP1214869
and Easement within Lot 41 in DP39157
Covered by Subdivision Certificate
No 11628 of 25.7.18

Executed on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: BOX HILL THE BOUNDARY PTY LTD ABN 45948958762
Authority: Section 127 Corporations Act 2001


Signature of authorised person:

Signature of authorised person:


Name of authorised person:
Office held: Director/Secretary
SOLE

Name of authorised person:
Office held: Director

Signed on behalf of Perpetual Corporate
Trust Limited ABN 99 000 341 533 by its
Attorney pursuant to Power of Attorney
Book 4626 No 134 in the presence of:



Signature of witness



Signature of Attorney

CACHLAN MUIR
Name and address of witness

Trent Franklin
Manager Custody

Name of Attorney

Approved by The Hills Shire Council

Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
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(Sheet 13 of 13 sheets)

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No 11628 of 25.7.18

Executed on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: HUME HOMES PTY LTD ABN 36162843585
Authority: Section 127 Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Office held: Director/Secretary

Name of authorised person:

Office held: Director

THE COMMON SEAL of BALANCED
SECURITIES LIMITED ACN 083 514 685
being a company with more than one
director is hereby affixed in accordance with
its Constitution in the presence of:

Signature: 
Print Name: DAVID MORTON GEER

Director



Approved by The Hills Shire Council

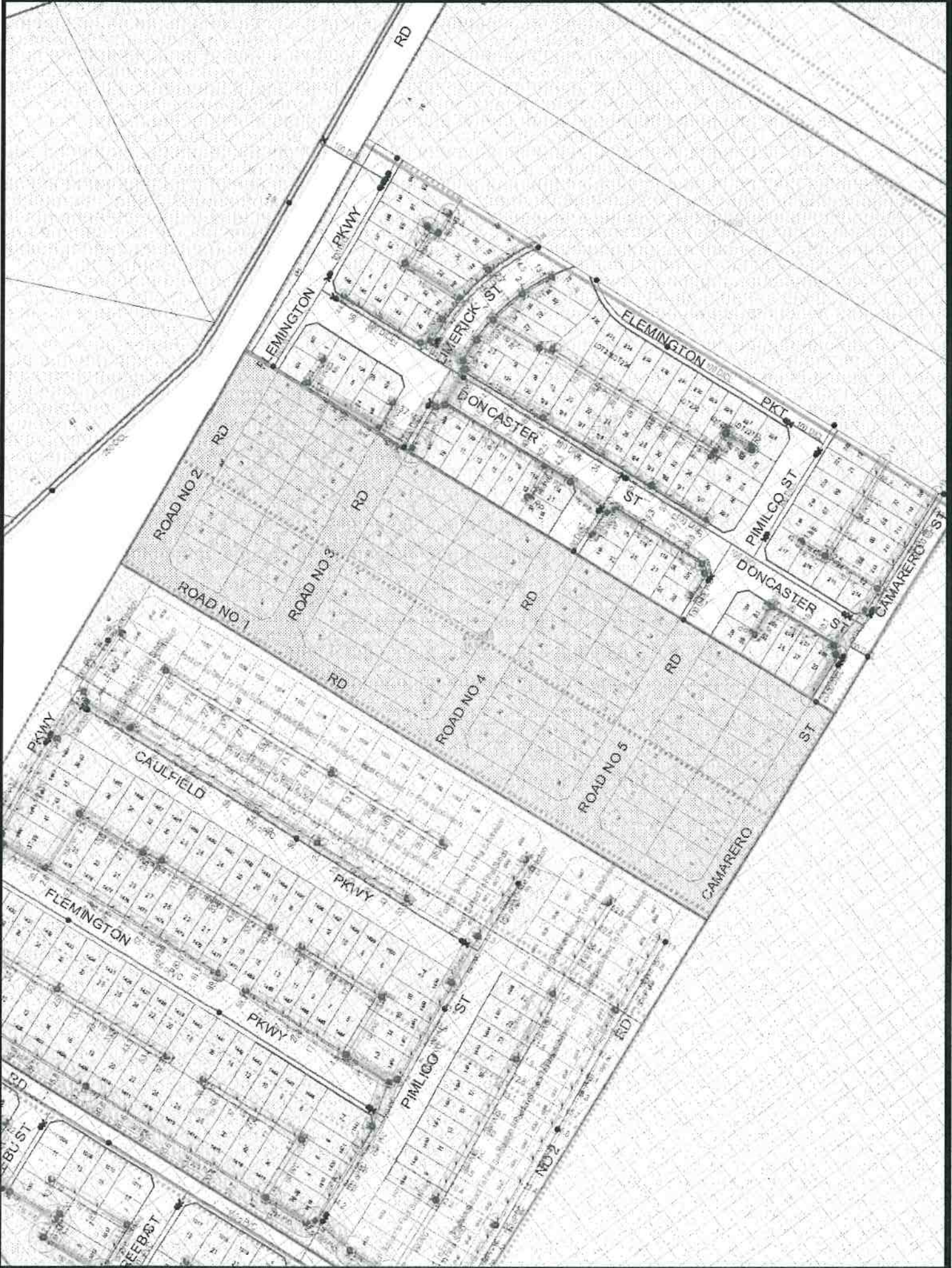
Authorised Officer

PR129047 Stage2 Draft 88B 26-05-2018

REGISTERED



14.8.2018



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.



THE HILLS
Sydney's Garden Shire

THE HILLS SHIRE COUNCIL
3 Columbia Court, Norwest NSW 2153
PO Box 7064, Norwest 2153
ABN 25 034 494 656 | DX 9966 Norwest

PLANNING CERTIFICATE UNDER SECTION 10.7 (2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **102573**
Reference: HUME 71 BOUNDARY:149434
Issue Date: 3 October 2019
Receipt No: 6112807
Fee Paid: \$ 53.00

ADDRESS: 59-79 Flemington Parkway, BOX HILL NSW 2765
DESCRIPTION: Lot 400 DP 1248734

The land is zoned:
Zone R2 Low Density Residential

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

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

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

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

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2012 does not apply to the carrying out of development on the land.

State Environmental Planning Policies

SEPP No.19 - Bushland In Urban Areas
 SEPP No.21 - Caravan Parks
 SEPP No.33 - Hazardous And Offensive Development
 SEPP No.50 - Canal Estate Development
 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 (Building Sustainability Index: Basix) 2004
 SEPP (State Significant Precincts) 2005
 SEPP (Mining, Petroleum Production And Extractive Industries) 2007
 SEPP (Miscellaneous Consent Provisions) 2007
 SEPP (Infrastructure) 2007
 SEPP (Exempt and Complying Development Codes) 2008
 SEPP (Affordable Rental Housing) 2009
 SEPP (State and Regional Development) 2011

SEPP (Sydney Region Growth Centres) 2006
 (refer www.legislation.nsw.gov.au)

SEPP (Vegetation in Non-Rural Areas) 2017
 SEPP (Educational Establishments and Child Care Facilities) 2017
 SEPP (Primary Production and Rural Development) 2019

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

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

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

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

(A) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

(B) **Proposed State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Draft Activation Precincts State Environmental Policy
Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

Refer Attachment 1(2)(B)

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

The Hills Development Control Plan 2012

Box Hill Development Control Plan

(<http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area/Box-Hill-and-Box-Hill-Industrial>)

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP).

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

The Hills Local Environmental Plan 2012 does not apply. Refer Part 2A of this Certificate.

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions
regarding Exempt Development

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions
regarding Complying Development

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

Refer Attachment 2(B)

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2012?

NO

Any Other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

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

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

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

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

Zone R2 Low Density Residential

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 – (Appendix 11 The Hills Growth Centre Precincts Plan) applies to the land and identifies the land to be:

Zone R2 Low Density Residential

Refer Attachment 1(2)(B)

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

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

Refer Attachment 2(B)

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

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

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

NO

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

NO

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

YES

Part 4 **Principal development standards** of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R2 Low Density Residential, R3 Medium Density Residential or R4 High Density Residential.

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

Refer Attachment 1(2)(B)

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

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

3. Complying Development

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

the extent to which complying development may or may not be carried out on the land.

Housing Code, Rural Housing Code and Greenfield Housing Code

Complying Development under the Housing Code, Rural Housing Code and Greenfield Housing Code **may be** carried out on the land.

Housing Alterations Code and General Development Code

Complying Development under the Housing Alterations Code and General Development Code **may be** carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code **may be** carried out on the land.

Commercial and Industrial Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes

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

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

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

4, 4A (Repealed)

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

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

NO

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

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the 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

NO

- (B) any environmental planning instrument; or

NO

(C) any resolution of council?

a) The Hills Development Control Plan 2012?

NO

b) Any other resolution of council?

NO

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

Whether or not the land is affected by a policy:

(a) adopted by council, or

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

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

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

(i) Landslip

a) By The Hills Local Environmental Plan 2012 zoning?

NO

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

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

NO

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

c) By The Hills Development Control Plan 2012 provision?

NO

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

(ii) Bushfire**YES**

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

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2018'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

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

(iii) Tidal inundation**NO**

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

(iv) Subsidence**NO**

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

(v) Acid sulphate soils**NO****(vi) Land contamination****NO**

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

(vii) Any other risk**NO****7A. Flood related development controls information**

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

NO

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

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

NO

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

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

8. Land reserved for acquisition

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

**15 - BOX HILL (KILLARNEY CHAIN OF PONDS)
THE HILLS SECTION 7.12
DRAFT 15 - BOX HILL**

9A. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

YES

The land is identified as a certified area on the North West Growth Centre – Biodiversity Certification map. This is the map referred to in the Biodiversity Certification Order conferred on State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

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

10. Biodiversity stewardship sites

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

NO

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

10A. Native vegetation clearing set asides

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

NO

11. Bush fire prone land

Has the land been identified as bush fire prone land?

YES

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

12. Property vegetation plans

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

NO

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

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

NO

14. Directions under Part 3A

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

NO

15. Site compatibility certificates and conditions for seniors housing

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

NO

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

NO

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

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

NO

17. Site compatibility certificates and conditions for affordable rental housing

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

NO

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(1) of 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.

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

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

NO

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

20. Loose-fill asbestos insulation

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

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

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

21. Affected building notices and building product rectification orders

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

NO

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

NO

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

NO

(3) In this clause:

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

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

Note. The following matters are prescribed by section 59 (2) of the *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 the Act – if it is subject to such an order at the date when the certificate is issued,

NO

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

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

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

ATTACHMENT 1(2)(B)**The North West Priority Growth Area Land Use and Infrastructure Implementation Plan**

The North West Priority Growth Area Land Use and Infrastructure Implementation Plan was released for public exhibition on Monday 15 May 2017. The Implementation Plan updates the planning framework for the North West Priority Growth Area (formally known as the North West Growth Centre) in light of the extent of urban development and demand for housing that has occurred since the release of the North West Growth Centre Structure Plan in 2006.

The Implementation Plan would be brought into effect by amendments to State Environmental Planning Policy (Sydney Region Growth Centres) 2006, associated Development Control Plans and Section 117 Ministerial Direction.

The key proposed changes to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 for North Kellyville and Box Hill include:

- Introduction of minimum and maximum densities for all residential areas that have been rezoned under the SEPP; and
- Set minimum subdivision lot sizes in all residential areas that have been rezoned under the SEPP and some residential land uses consistent with the standard instrument Local Environmental Plan.

NOTE: The above details are in keeping with the exhibited planning proposal. Please note that changes to the proposal may be made post exhibition. The current status and details of the proposal can be viewed at NSW Department of Planning & Environment at <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Growth-Area/Key-actions-and-documents>

ATTACHMENT 2(B)**STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 (APPENDIX 11 THE HILLS GROWTH CENTRE PRECINCTS PLAN)**

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

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home industries; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Studio dwellings

4 Prohibited

Any development not specified in item 2 or 3.

NOTE: This land use table should be read in conjunction with the Dictionary at the end of STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 which defines words and expressions for the purpose of the plan.

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

ATTACHMENT 2(B1)

A **proposed environmental planning instrument** applies to the land and identifies the land to be:

STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 (APPENDIX 11 THE HILLS GROWTH CENTRE PRECINCTS PLAN)

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

Zone R2 Low Density Residential

1 Objectives of zone

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

- To allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home industries; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Studio dwellings

4 Prohibited

Any development not specified in item 2 or 3.

NOTE: This land use table should be read in conjunction with the Dictionary at the end of STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 which defines words and expressions for the purpose of the plan.

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

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Hume Homes Pty Ltd ACN 162 843 585
PROPERTY	Lot / 71 Boundary Road Box Hill NSW 2765

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No

DETAILS					
Completion	21 days after notification of Plan Registration		Refer to clause(s):	Special Condition 51	
Is there a sunset date?	<input checked="" type="checkbox"/> Yes	Can this date be extended?	<input checked="" type="checkbox"/> Yes	Refer to clause(s):	Special Conditions 34 and 56
Does the purchaser pay anything more if they do not complete on time?	<input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to Special Conditions 44 and 54		
Has development approval been obtained?	<input checked="" type="checkbox"/> Yes	Development Approval No:	DA 1130/2016/ZB/B		
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No	Provide details:	Likely to be Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to Special Conditions 55 and 56		

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

Annexure I – Vendor Notice

Pursuant to Section 14-255, Schedule 1 of the *Tax Administration Act 1953* (Cth)

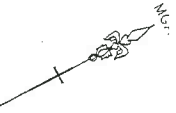
Vendor : Hume Homes Pty Ltd ACN 162 843 585

Purchaser :

Property : Lot [], 71 Boundary Road, Box Hill, NSW, 2765

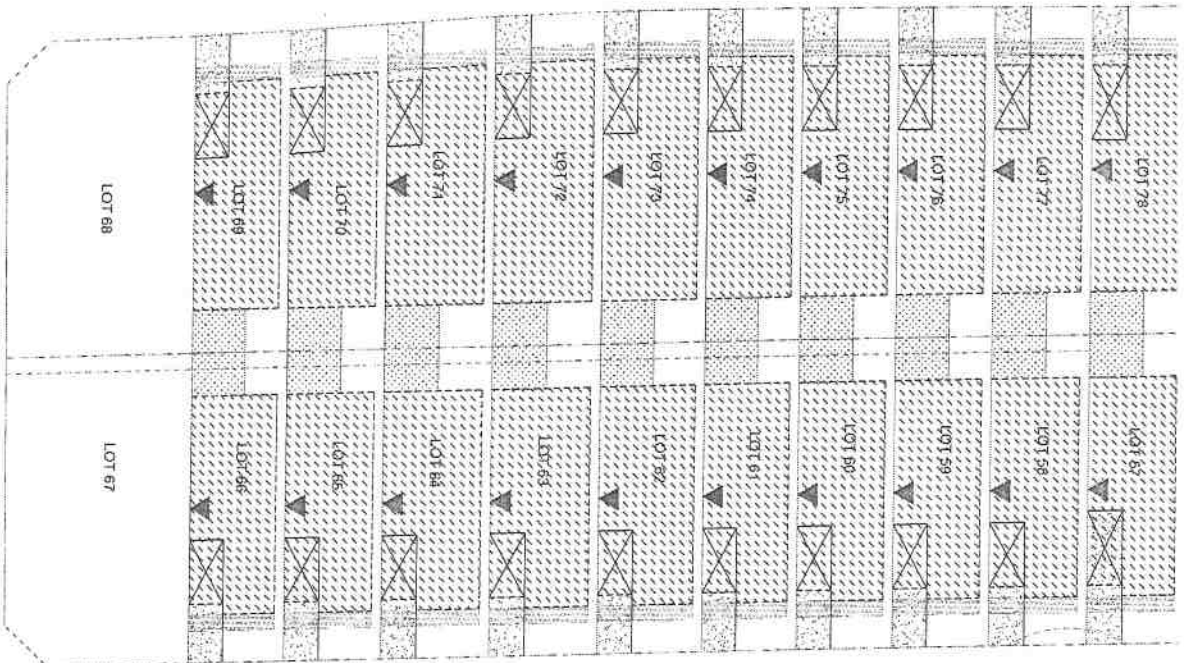
The Vendor gives the purchaser notice of the following :

- a) The Property is classified as new residential land under the *Tax Administration Act 1953* (Cth);
- b) The Purchaser is required to make a payment under Section 14-250, Schedule 1 of the *Tax Administration Act 1953* (Cth) in relation to the purchase of new residential land;
- c) The Vendor and the Purchaser acknowledge and agree that the Margin Scheme is to be applied to the supply;
- d) The Purchaser is required to pay 7% of the Contract price to the Commissioner of Taxation; and
- e) The Purchaser must provide the Vendor with a bank cheque in the sum of 7% of the Contract price payable to the Commissioner of Taxation on completion.



ROAD 2

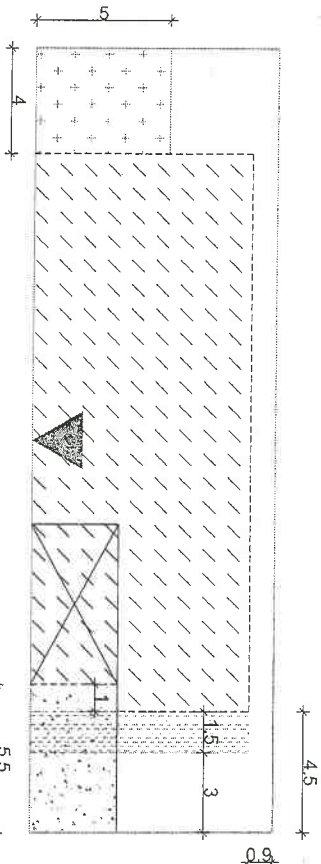
(VARIABLE WIDTH)



ROAD 3

(18 WIDE)

BUILDING ENVELOPE ARRANGEMENT
SCALE: 1:10



THE HILLS SHIRE COUNCIL
APPROVED
DEVELOPMENT CONSENT
11000016/2019
Please refer to conditions of Development Consent
for details of matters which must be
complied with.

EQUATE TO OR GREATER THAN 9 METRES	
AS PART OF FUTURE D.A. OR C.D.	
DWELLING DESIGN 800 RESTRICTION REQUIRED	
LBS	
BUILDING PLAN ENVELOPE PLAN LEGEND	
	ZERO LOT BOUNDARY
	SITE BOUNDARY
	MINIMUM BUILDING SETBACK
	ARTICULATION ZONE SETBACK
	PRIMARY BUILDING AREA SINGLE STOREY
	PREFERRED GARBAGE AREA
	PRINCIPLE PRIVATE OPEN SPACE
	PREFERRED DRIVEWAY LOCATION
LOT AND DWELLING TYPES AS PER TABLE 11 OF	
THE HILLS DEVELOPMENT CODE	
LOT WIDTH: 2.8 x 1.5	
DWELLING TYPE: ZERO LOT DWELLING	
SUMMARY OF KEY CONTROLS AS PER TABLE 14 OF	
THE HILLS DEVELOPMENT CODE	
LOT WIDTH: 2.8 x 1.5	
LOT WIDTH: 2.8 x 1.5	
FRONT SET BACK	
3.00 METRES (MIN) BUILDING FACE	
SIDE SET BACK	
0.81 METRES (MIN)	
REAR SETBACK	
4.00 METRES	
BUILDING HEIGHT	
SINGLE STOREY 6.00M MAX. OF SITE AREA	
LANDSCAPE AREA	
MINIMUM 25% OF SITE AREA	
PROPS	
MINIMUM DIMENSION 4.00 METRES	
CAR PARKING	
2 SPACES REQUIRED	

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Copyright in and these plans remains
at all times with QARTABA HOMES PTY
LIMITED and these plans shall not be
used or be permitted to be used for any
other purpose other than the erection of
the home on the subject site.

NOTES

1. All dimensions to be checked on
site prior to work commencing.
2. Figured dimensions to be used, do
not scale plans.
3. Report all discrepancies to
QARTABA HOMES PTY LIMITED
4. Builders to check location of
services prior to commencing site
works.



63-65 Garfield Road, Riverstone.

Design By: ALI JAFAR

Drawn By: Date: 8/13/2019

Checked By:

BUILDING ENVELOPE PLAN

SECTION 96
71-73 BOUNDARY ROAD
BOX HILL

Sheet no: 1 OF 2
Job no: QTB /BEP
Issue Date: 8/13/2019
Scale: 1:250 A1 A SIZE

Rev no: 01



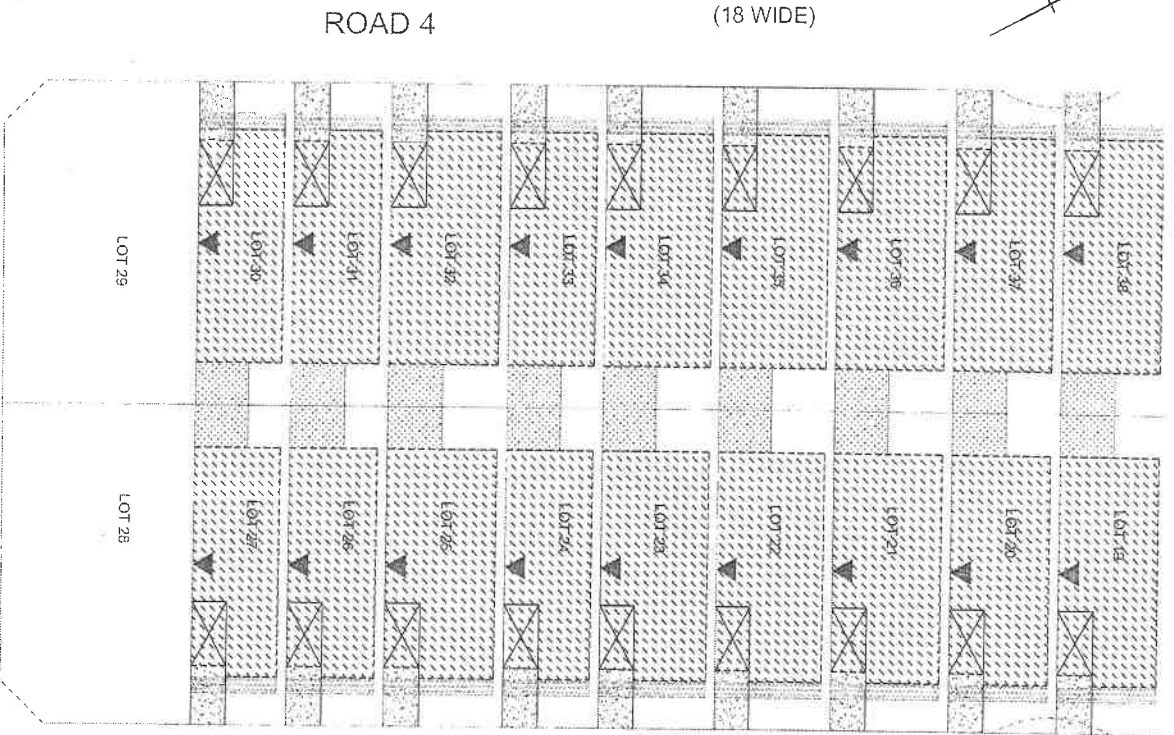
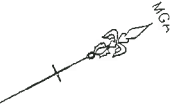
Dwg no: QTB_BH_LOT_BEP-01

Description

Appr

Rev By

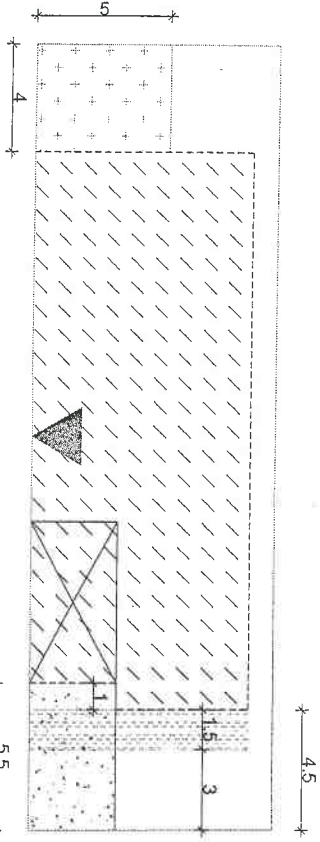
Date



ROAD 5

(18 WIDE)

BUILDING ENVELOPE ARRANGEMENT
SCALE: 1:10



THE HILLS SHIRE COUNCIL
APPROVED
DEVELOPMENT CONSENT
113020 MC/B/8
Please refer to conditions of Development Consent
for details of matters which must be
complied with.

EQUAL TO OR GREATER THAN 9 METRES	
AS PART OF FUTURE DV OR CDC	
DWELLING DESIGN AND RESTRICTION REQUIRED	
1:10	
BUILDING ENVELOPE PLAN LEGEND	
	SITE BOUNDARY
	MINIMUM BUILDING SETBACK
	ARTICULATION ZONE SETBACK
	PRIMARY BUILDING AREA SINGLE STOREY
	ARTICULATION AREA
	PREFERRED GARbage AREA
	PRINCIPLE PRIVATE OPEN SPACE
	PREFERRED DRIVEWAY LOCATION
LOT AND DWELLING TYPES AS PER TABLE 11 OF	
HILLS SHIRE DEVELOPMENT PLAN PRECISIONS	
LOT WIDTH: 3.5 TO 15	
DWELLING TYPE: ZERO LOT DWELLING	
SUMMARY OF DEVELOPMENT CONDITIONS AS PER TABLE 11 OF	
HILLS SHIRE DEVELOPMENT PLAN PRECISIONS	
LOT WIDTH: 3.5 TO 15	
LOT WIDTH: 3.5 TO 15 ZERO LOT DWELLING	
4.50 METRES MINIMUM BUILDING SETBACK	
3.00 METRES MINIMUM ARTICULATION ZONE	
5.50 METRES MINIMUM GARAGE	
SIDE SET BACK	
0.50 METRES (MIN)	
REAR SETBACK	
4.0 METRES	
BUILDING HEIGHT	
SINGLE STOREY	
SINGLE STOREY MAX. OF SITE AREA	
LANDSCAPE AREA	
MINIMUM 25% OF SITE AREA	
MINIMUM AREA	
20.00 m²	
PROPS	
MINIMUM DIMENSION	
4.00 METRES	
CAR PARKING	
2 SPACES REQUIRED	

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other purpose other than the erection of
the home on the subject site.

NOTES

1. All dimensions to be checked on
site prior to work commencing.
2. Figured dimensions to be used, do
not scale plans.
3. Report all discrepancies to
QARTABA HOMES PTY LIMITED
4. Builders to check location of
services prior to commencing site
works.



63-65 Garfield Road, Riverstone.

Design By: ALI JAFAR

Drawn By: Date: 8/13/2019

Checked By:

BUILDING ENVELOPE PLAN

Status

SECTION 96
71-73 BOUNDARY ROAD
BOX HILL

Suburb

BOX HILL

Council

HILLS SHIRE

Sheet no.: 2 OF 2

Job no.: QTB/BEP

Issue Date: 8/13/2019

Scale: 1:250 AT A SIZE

Dwg. no.: QTB_BH_LOT_BEP-02

Description

Date

Rev

By

151
DP 1214869 ROAD

ROAD

118
FLEMINGTON
(16 WIDE)
PARKWAY

DONCASTER

LIMERICK
(18 WIDE)
STREET

(18 WIDE)

KRANJI
(18 WIDE)
STREET

PIMLICO
(18 WIDE)
STREET

STREET

CAMARERO
(14 WIDE)
STREET

(20.115 WIDE & VARIABLE)

BOUNDARY

THE HILLS SHIRE COUNCIL
APPROVED
DEVELOPMENT CONSENT
1130/2016/ZB/B
Please refer to conditions of Development Consent
for details of matters which must be
complied with.

068333

79
1.06 HA

80
1.485 H-A

1191
1226133

NUMBER	BEARING	DISTANCE	ARC	RADIUS
1	206°05'57"	13.895	13.895	5/16
2	204°49'30"	9.02	9.02	5/16
3	203°52'21"	8.05	8.05	5/16
4	203°18'35"	0.975	0.975	1/408.5
5	204°00'45"	10.005	10.015	1/408.5
6	205°21'20"	11.005	11.005	1/408.5
7	206°38'05"	9.005	9.005	1/408.5
8	207°23'05"	2.745	2.745	1/408.5

- (A) PROPOSED EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) PROPOSED EASEMENT FOR SUBSTATION SITE 2.75 WIDE
- (C) PROPOSED RESTRICTION ON THE USE OF LAND
- (D) PROPOSED RESTRICTION ON THE USE OF LAND
- (E) PROPOSED EASEMENT FOR ACCESS MAINTENANCE AND CONSTRUCTION 0.9 WIDE

NOTE

AREAS AND DIMENSIONS SHOWN HEREON ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY. CAUTION SHOULD BE EXERCISED IF ANY FINANCIAL DEALINGS RELY ON THE INFORMATION SHOWN ON THIS PLAN. THIS PLAN IS NOT GUARANTEED TO SHOW ALL RELEVANT INFORMATION BUT IS INTENDED TO BE A GUIDE ONLY.

IT IS INTENDED TO DEDICATE ROAD 1, ROAD 2 AND ROAD 3 TO THE PUBLIC AS ROAD

Surveyor: ANDREW FRANK USHER

PLAN OF PROPOSED SUBDIVISION OF LOT 400 IN DP 1248734

LGA: THE HILLS

Registered

PPN DP1231811

THE HILLS SHIRE COUNCIL
 APPROVED
 DEVELOPMENT CONSENT
 1130/2018/ZB18

Please refer to conditions of Development Consent
 for details of matters which must be
 complied with.

- (A) PROPOSED EASEMENT TO DRAIN WATER 1.5 WIDE
- (C) PROPOSED RESTRICTION ON THE USE OF LAND
- (D) PROPOSED RESTRICTION ON THE USE OF LAND
- (E) PROPOSED EASEMENT FOR ACCESS MAINTENANCE AND CONSTRUCTION 0.9 WIDE

NOTE:
 AREAS AND DIMENSIONS SHOWN HEREON ARE APPROXIMATE ONLY
 AND ARE SUBJECT TO FINAL SURVEY
 CAUTION SHOULD BE EXERCISED IF ANY FINANCIAL DEALINGS RELY ON
 THE INFORMATION SHOWN ON THIS PLAN. THIS PLAN IS NOT
 GUARANTEED TO SHOW ALL RELEVANT INFORMATION BUT IS INTENDED
 TO BE A GUIDE ONLY

IT IS INTENDED TO DEDICATE ROAD 1 AND ROAD 4 TO THE PUBLIC AS ROAD

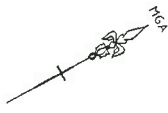
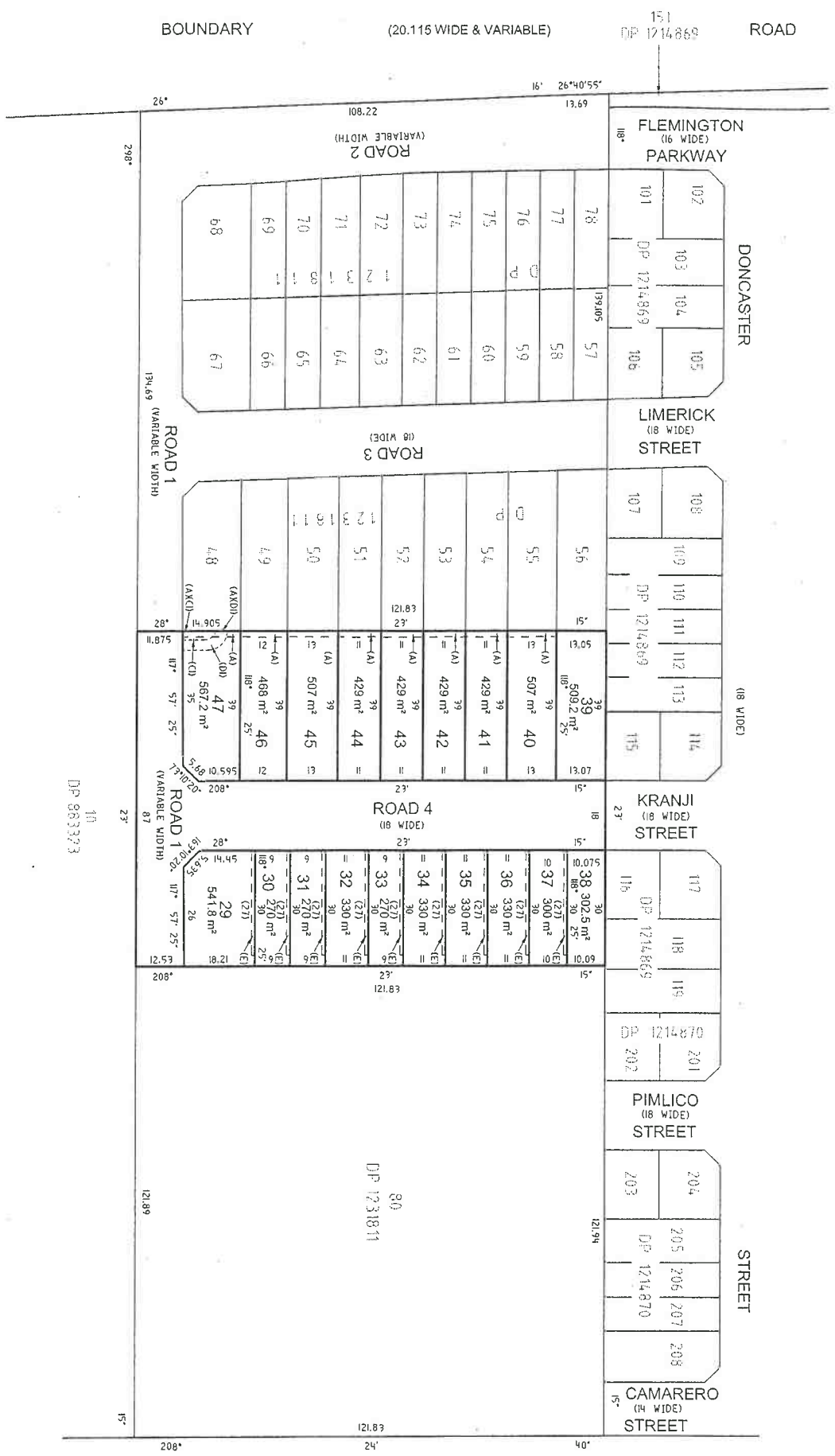
Surveyor: ANDREW FRANK USHER
 Date of Survey: DRAFT ONLY
 Surveyor's Ref: 5636

PLAN OF PROPOSED SUBDIVISION OF LOT 79 IN DP 1231811

LGA: THE HILLS
 Locality: BOX HILL
 Subdivision No. TBA
 Lengths are in metres. Reduction Ratio 1:750

Registered

PPN DP1233609



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

Table of Area

Instrument setting out terms of Easements intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 1 of 9)

Plan:

**PLAN OF SUBDIVISION OF LOT 400 IN
DP1248734**

**Full name and address
of the Registered Proprietors of
the land:**

HUME HOMES PTY LTD
ACN 162 843 585
Address; 3,63-65 Garfield Road
RIVERSTONE NSW 2765

Part 1 (Creation)

<i>Number of item shown in the intention panel on the plan</i>	<i>Identity of easement, restriction or positive covenant referred to in the plan</i>	<i>Burdened lot(s) or parcel(s):</i>	<i>Benefited lot(s), bodies or Prescribed Authorities:</i>
1	EASEMENT TO DRAIN WATER 1.5 WIDE (A)	58 59 60 61 62 63 64 65 66 67	57 57 – 58 INCLUSIVE 57 – 59 INCLUSIVE 57 – 60 INCLUSIVE 57 – 61 INCLUSIVE 57 – 62 INCLUSIVE 57 – 63 INCLUSIVE 57 – 64 INCLUSIVE 57 – 65 INCLUSIVE 57 – 66 INCLUSIVE
2	RESTRICTION ON THE USE OF LAND	EACH LOT 48 – 78 INCLUSIVE	THE HILLS SHIRE COUNCIL
3	RESTRICTION ON THE USE OF LAND	57, 58, 59, 60, 61, 62, 64, 65, 66, 69, 70, 73, 74, 75, 76, 77, 78	THE HILLS SHIRE COUNCIL
4	POSITIVE COVENANT	EACH LOT 48 – 78 INCLUSIVE	THE HILLS SHIRE COUNCIL
5	RESTRICTION ON THE USE OF LAND	68, 69	THE HILLS SHIRE COUNCIL
6	EASEMENT FOR PADMOUNT WIDE (B) SUBSTATION 2.75 WIDE	48	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Instrument setting out terms of Easements intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 2 of 9)

Plan:

**PLAN OF SUBDIVISION OF LOT 400 IN
DP1248734**

<i>Number of item shown in the intention panel on the plan</i>	<i>Identity of easement, restriction or positive covenant referred to in the plan</i>	<i>Burdened lot(s) or parcel(s):</i>	<i>Benefited lot(s), bodies or Prescribed Authorities</i>
7	RESTRICTION ON THE USE OF LAND (C)	48	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION
8	RESTRICTION ON THE USE OF LAND (D)	48	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Part 1A (Release)

<i>Number of item shown in the intention panel on the plan</i>	<i>Identity of easement, restriction or positive covenant referred to in the plan</i>	<i>Burdened lot(s) or parcel(s):</i>	<i>Benefited lot(s), bodies or Prescribed Authorities:</i>
1	EASEMENT TO DRAIN WATER 5 VIDE CREATED BY DP1248734	LOT 400 IN DP1248734	THE HILLS SHIRE COUNCIL

Part 2 (terms)

- Name of Authority whose consent is required to release, vary or modify the Easement numbered 1 in the plan.**

Instrument setting out terms of Easements intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 3 of 9)

Plan:

**PLAN OF SUBDIVISION OF LOT 400 IN
DP1248734**

The Registered Proprietors(s) for the time being of the Lot Benefited.

2. Terms of Restriction on Use of Land numbered 2 in the plan

No dwelling shall be constructed on the lot(s) burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 3000 litres in accordance with the requirements of The Hills Shire Council.

Name of Authority whose consent is required to release, vary or modify the Restriction numbered 2 in the plan.

The Hills Shire Council

3. Terms of Restriction on Use of Land numbered 3 in the plan

No development shall be permitted on the lot(s) hereby burdened except for development in accordance with the building envelope plan prepared by BGE Pty Limited Drawing 15172-C5000 Revision C dated 9th November 2017 approved by DA1130/2016/ZB.

Name of Authority whose consent is required to release, vary or modify the Restriction numbered 3 in the plan.

The Hills Shire Council

4. Terms of Positive Covenant numbered 4 in the plan

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

Name of Authority whose consent is required to release, vary or modify the Positive Covenant numbered 4 in the plan.

The Hills Shire Council

5. Terms of Restriction on Use of Land numbered 5 in the plan

Instrument setting out terms of Easements intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 4 of 9)

Plan:

**PLAN OF SUBDIVISION OF LOT 400 IN
DP1248734**

- 5.1 The registered proprietor shall not make or permit or suffer the making of any alterations to the temporary stormwater management measures constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.
- 5.2 The registered proprietor shall not erect or suffer the erection of any dwelling house or other structure on the lot(s) hereby burdened unless the temporary stormwater management measures have been removed complying with the requirement of The Hills Shire Council.

The 'temporary stormwater management measures' are detailed on the plans approved by The Hills Shire Council Construction Certificate 112/2018/EC dated 14th January 2019.

Name of Authority whose consent is required to release, vary or modify the Restriction numbered 5 in the plan.

The Hills Shire Council

6. Terms of Easement for Padmount Substation numbered 6 in the plan

The terms set out in Memorandum AK104621 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words "Endeavour Energy" with Epsilon Distribution Ministerial Holding Corporation'

Name of person or Authority whose consent is required to release, vary or modify the Easement numbered 6 in the plan.

Epsilon Distribution Ministerial Holding Corporation

7. Terms of Restriction on the Use of Land numbered 7 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.

Instrument setting out terms of Easements intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 5 of 9)

Plan:

**PLAN OF SUBDIVISION OF LOT 400 IN
DP1248734**

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 sub lessee 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 to 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 Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of person or Authority whose consent is required to release, vary or modify restriction numbered 7 in the plan

Epsilon Distribution Ministerial Holding Corporation

8. Terms of Restriction on the Use of Land numbered 8 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.

**Instrument setting out terms of Easements intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be
created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 6 of 9)

Plan:

**PLAN OF SUBDIVISION OF LOT 400 IN
DP1248734**

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'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 Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sub lessee 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 to 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 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 person or Authority whose consent is required to release, vary or modify restriction
numbered 8 in the plan**

Epsilon Distribution Ministerial Holding Corporation

**Instrument setting out terms of Easements intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be
created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 7 of 9)

Plan:

**PLAN OF SUBDIVISION OF LOT 400 IN
DP1248734**

Approved by the Hills Shire Council

by its authorised delegate pursuant to s377 Local Government Act 1993

Signature of Authorised Officer

Name of Authorised Office

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

**Instrument setting out terms of Easements intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be
created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 8 of 9)

Plan:

**PLAN OF SUBDIVISION OF LOT 400 IN
DP1248734**

I certify that the attorney signed this
Instrument in my presence

Signed by the attorney named below who signed
this instrument pursuant to the power of attorney
specified for **Endeavour Energy Network Asset
Partnership (ABN 30 586 412 717)** on behalf of
**Epsilon Distribution Ministerial Holding
Corporation (ABN 59 253 130 878)** pursuant to
section 36 of the *Electricity Network Assets
(Authorised Transactions) Act 2015 (NSW)*

Signature of witness:

Signature of attorney

Name of Witness:

Name and position of attorney:
Helen Smith
Manager Property & Fleet

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:
Book 4734 No383

Signing on behalf of:
Endeavour Energy Asset Partnership
ABN 30 586 412 717

Endeavour Energy Reference:

Date of signature:

**Instrument setting out terms of Easements intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be
created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 9 of 9)

Plan:

**PLAN OF SUBDIVISION OF LOT 400 IN
DP1248734**

Certified correct for the purposes of the Real Property Act

THE COMMON SEAL of BALANCED)
SECURITIES LIMITED ACN 083 514 685 being)
a company with more than one director is)
hereby affixed in accordance with its)
Constitution in the presence of:)

Signature:.....
Print Name: DAVID MORTON GEER

Director

EXECUTED BY HUME HOMES PTY LTD
ACN 162 843 585 in accordance with Section 127
of the Corporations Act 2001

Wajahat Ali Khan Rana
Director / Secretary

Kashif Aziz
Director