

ePlan

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

Lengths are in metres

(Sheet 1 of 9 sheets)

PLAN

**DP1257325**

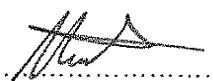
Plan of Subdivision of Lot 2 in Deposited Plan  
 Number 619379 covered by Subdivision  
 Certificate No. SC-5/2020 Dated 28-02-2020


Full name and address of  
 the proprietor of the land:

**OZLAND AUSTRAL HOUSING PTY LTD**  
 Address: 145A Zouch Road  
 Bardia NSW 2565

**PART 1 (Creation)**

Number of Item	Identity of Easement, Restriction or Positive Covenant referred to in the Plan	Lot Burdened	Lot /Authority Benefited
1.	EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)	2 3 4 5 6 7 10 11 12 13 14 15	3 4 5 6 7 8 9 10 11 12 13 14
2.	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (B)	1 2 3 4 5 6 7	2-8 INCLUSIVE 3-8 INCLUSIVE 4-8 INCLUSIVE 5-8 INCLUSIVE 6-8 INCLUSIVE 7 & 8 8
3.	EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (C)	1 & 16	LIVERPOOL CITY COUNCIL
4.	RESTRICTION ON THE USE OF LAND (D)	20	LIVERPOOL CITY COUNCIL
5.	EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (E)	20	LIVERPOOL CITY COUNCIL

  
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 Authorised Officer  
 Liverpool City Council

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6.	RESTRICTION ON THE USE OF LAND (F)	20	LIVERPOOL CITY COUNCIL
7.	POSITIVE COVENANT (G)	20	LIVERPOOL CITY COUNCIL
8.	RESTRICTION ON THE USE OF LAND	EACH LOT	EVERY OTHER LOT

**Part 1A (Release)**

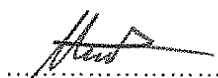
Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	EASEMENT FOR DRAINAGE OF WATER 4 WIDE (DP 1233041)	2/619379	LIVERPOOL CITY COUNCIL

**PART 2 (Terms)**

**1. TERMS OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

The owner of the lot benefited may:

1. with prior reasonable notice given to the Registered Proprietor or Occupier of a lot burdened, use the easement site (being that part of the Burdened Lot shown on the Plan as being affected by the Easement for Access and Maintenance 0.9 wide (and designated 'A') for the purpose of carrying out necessary work on any structure used by the owner of the benefited lot which cannot otherwise be reasonably carried out, and;
  - (a) do anything reasonably necessary for that purpose, including:
    - (i) entering the lot burdened, and
    - (ii) taking anything on to the lot burdened.

  
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2. In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and;
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and;
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and;
  - (e) make good any collateral damage.
3. The Registered Proprietor of the burdened lot is not by the creation of this easement prohibited from constructing improvements within the site of the easement being:
  - (a) eaves and/or gutters which may overhang the easement by up to 600mm,
  - (b) roof pergola beam may extend to the boundary across the site of the easement,
  - (c) fencing, gates, retaining walls and landscaping
  - (d) meter boxes for electricity and gas
  - (e) garbage bin storage
  - (f) any other similar structure or improvement which does not significantly interfere with the use and enjoyments of the easement rights of the Proprietor of the Benefited Lot.
4. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved between the relevant parties.

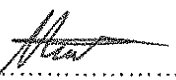
**2. TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

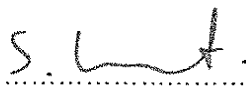
Terms as defined by Part 8 of Schedule 8 of the Conveyancing Act 1919.

**3. TERMS OF EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

Terms as defined by Part 8 of Schedule 8 of the Conveyancing Act 1919. notwithstanding that the proprietor of the burdened Lot may request release of this easement from Liverpool City Council when future development of adjoining land, in the opinion of Liverpool City Council, renders the easement redundant.

Any works required to enable the release of the easement shall be at the full cost of the Proprietor of the burdened Lot.

  
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**4. TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

The Proprietor of the burdened lot shall comply with

a) No development consent is expressed or implied for the future development on the lot burdened, until the temporary on-site detention basin is decommissioned and the land is rehabilitated, and further Development Consent is obtained.

b) No further development of the lot burdened is to take place unless it is approved by a Development Consent. Such approval is likely to require, but not restricted to the increasing in size of the lot to a minimum 2500sqm, the subdivision excision of the E2 – Environmental Conservation zoned part of the sit, the provision of lot fill, and payment of Section 7.11 Contribution and Special Infrastructure Contributions.

**5. TERMS OF EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

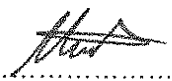
Terms as defined by Part 8 of Schedule 8 of the Conveyancing Act 1919, notwithstanding that the proprietor of the burdened Lot may request release of this easement from Liverpool City Council when future development of adjoining land, in the opinion of Liverpool City Council, renders the easement redundant.


Any works required to enable the release of the easement shall be at the full cost of the Proprietor of the burdened Lot.

**6. TERMS OF RESTRICTION SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

The Proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure.
- (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system, within the land so burdened without the prior written consent of Liverpool City Council.

  
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Liverpool City Council

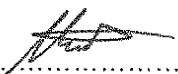
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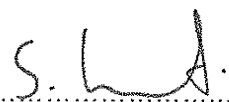
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Certificate No. SC-5/1020 Dated 18-02-2020

**7. TERMS OF POSITIVE COVENANT SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

1. The registered proprietor of the lot(s) hereby burdened will in respect of the On-site Detention System:
  - (a) Permit stormwater to be temporarily detained in the system.
  - (b) Keep the system clean and free from silt, rubbish and debris.
  - (c) Maintain and repair the whole of the system so that it functions in a safe and efficient manner.
  - (d) Replace, repair, alter and renew the whole or part of the system within the time and in the manner specified in a written notice issued by LIVERPOOL CITY COUNCIL.
  - (e) Carry out the matters referred to in paragraphs (b), (c), and (d) at the registered proprietor's expense.
  - (f) Not to make any alterations to the system or elements thereof without prior consent in writing of LIVERPOOL CITY COUNCIL.
  - (g) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant.
  - (h) Comply with the terms of any written notice issued by LIVERPOOL CITY COUNCIL in respect of the requirements of this covenant within the time stated in the notice.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
  - (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above; and
  - (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
    - (i) Any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
    - (ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

  
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This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

**8. TERMS OF RESTRICTION EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

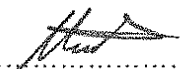
That for the benefit of any adjoining Lots owned by OZLAND AUSTRAL HOUSING PTY LTD but only during the ownership thereof by OZLAND AUSTRAL HOUSING PTY LTD, his successors and assigns other than purchasers on sale, no fences shall be erected on the lots hereby burdened to divide the same from such adjoining Lots without the consent of OZLAND AUSTRAL HOUSING PTY LTD, but such consent shall not be withheld if such fence is erected without expense to OZLAND AUSTRAL HOUSING PTY LTD, and in favour of any person dealing with the Transferee from OZLAND AUSTRAL HOUSING PTY LTD such consent shall be deemed to have been given in respect to every such fence for the time being erected.

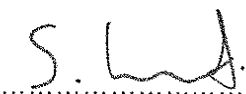
**Name of Authority empowered to Release, Vary or Modify Easements Firstly, Secondly, Thirdly and Fifthly, Restriction Fourthly and Sixthly and Positive Covenant Seventhly mentioned in the abovementioned plan, provided for any such request, the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

**LIVERPOOL CITY COUNCIL**

**Name of Persons empowered to Release, Vary or Modify the Restrictions EIGHTLY mentioned in the abovementioned plan, provided for any such request, the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

**OZLAND AUSTRAL HOLDING PTY LTD, his Successors and Assigns other than Purchasers on Sale.**

  
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Witness

  
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Authorised Officer  
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Certificate No. SC-5/2018 Dated. 18-02-2020

Execution by Registered Proprietor (2/619379)

Executed by OZLAND AUSTRAL HOUSING PTY LTD (ABN: 617 847 131),  
in accordance with S127 of the Corporations Act 2001:

Signature: .....

Print Name: JAYAGOPAL MUNIRATHINAM

Position: SOLE DIRECTOR

SIGNATURE .....

PRINT NAME JEGAN MOHAN BAKTHAVATHSALAM

POSITION DIRECTOR.

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Witness

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S.I. ....  
Authorised Officer  
Liverpool City Council

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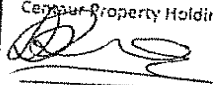
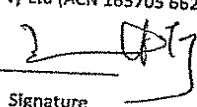
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Execution by Registered Mortgagee (AP389412)

Cemaur Property Holdings Pty Ltd (ACN 165705 662)	
	
Signature	Signature
<u>Joshua Rome</u>	<u>Weisi Lin</u>
Name of Director	Name of Director/Secretary

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Witness

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Liverpool City Council by its authorised delegate pursuant to s.377 Local Government Act 1993

S. Monte.  
Signature

STEPHEN MONTE.  
Name (Block Letters)

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

[Signature]  
Signature of Witness

SHAHAD AL-GHURANI  
Name of Witness (Block Letters)

33 MOORE ST LIVERPOOL.  
Address of Witness

[Signature]  
Witness

S. Monte.  
Authorised Officer  
Liverpool City Council

REGISTERED



24/03/2020