

# Contract for the sale and purchase of land - 2022 edition

| TERM                                             | MEANING OF TERM                                                                                                                                                                                                                                                                                                                                                                                                     | NSW DAN:            |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| vendor's agent                                   |                                                                                                                                                                                                                                                                                                                                                                                                                     | phone<br>fax<br>ref |
| co-agent                                         |                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |
| vendor                                           |                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |
| vendor's solicitor                               |                                                                                                                                                                                                                                                                                                                                                                                                                     | phone<br>fax<br>ref |
| date of completion                               | <b>Twenty-one (21) days after the contract date</b>                                                                                                                                                                                                                                                                                                                                                                 |                     |
| Land (address, plan details and title reference) | <b>Lot 2, 54 ENTERPRISE STREET, GREGORY HILLS NSW 2557</b><br>Lot 2 in deposited plan 1303653<br><b>Folio Identifiers 2/1303653</b>                                                                                                                                                                                                                                                                                 |                     |
| improvements                                     | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies<br><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<br><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 numbered:<br><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

exclusions

Is the purchaser a foreign person (see Special Condition 24) ☐ NO ☐ yes

Purchaser

Guarantor

purchaser's Phone  
☐ solicitor  
☐ conveyancer Ref

price **inclusive of GST**  
 deposit (10% of the price, unless otherwise stated)  
 balance

contract date (if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS  
☐ tenants in common ☐ in unequal shares

**GST AMOUNT** The price includes GST.

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

**SIGNING PAGE**

| <b>VENDOR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>PURCHASER</b>                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Signed by</b></p><br><br><p>_____</p> <p>Vendor</p><br><br><p>_____</p> <p>Vendor</p>                                                                                                                                                                                                                                                                                                                                                                  | <p><b>Signed by</b></p><br><br><p>_____</p> <p>Purchaser</p><br><br><p>_____</p> <p>Purchaser</p>                                                                                                                                                                                                                                                                                                                              |
| <b>VENDOR (COMPANY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>PURCHASER (COMPANY)</b>                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p><b>Signed by NSWSPV 22 PTY LTD (ACN 645 921 713)</b><br/>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><p>_____</p> <p>Signature of authorised person</p><br><br><p>_____</p> <p>Signature of authorised person</p><br><br><p>_____</p> <p>Name of authorised person</p><br><br><p>_____</p> <p>Name of authorised person</p><br><br><p>_____</p> <p>Office held</p> | <p><b>Signed by</b> _____<br/>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><p>_____</p> <p>Signature of authorised person</p><br><br><p>_____</p> <p>Signature of authorised person</p><br><br><p>_____</p> <p>Name of authorised person</p><br><br><p>_____</p> <p>Name of authorised person</p><br><br><p>_____</p> <p>Office held</p> |

**Choices**

Vendor agrees to accept a **deposit bond** ☒ NO ☐ yes

**Nominated Electronic Lodgment Network ELN** (clause 4) PEXA

**Manual transaction** (clause 30) ☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Parties agree that the deposit be invested (clause 2.9) ☐ NO ☒ yes (see Special Condition 4)

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

**Land tax** is adjustable ☐ NO ☒ yes

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

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

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

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

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**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: NSWSPV 22 Pty Ltd

Supplier's ABN: 87 645 921 713

Supplier's GST branch number (if applicable): N/A

Supplier's business address: Level 12, 484 St Kilda Road, Melbourne, VIC, 3004

Supplier's representative: Benjamin Zanini

Supplier's contact phone number: 03 9823 6900

Supplier's proportion of **GSTRW payment**: WHOLE 7% (Margin Scheme)

**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): \$56,000.00

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

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

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

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

## List of Documents

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| <p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p> | <p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input checked="" type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60 Other: Not Applicable</p> |
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**



**Section 66W Certificate**

I, \_\_\_\_\_

of \_\_\_\_\_

certify as follows:

- (1) I am a Solicitor/Licensed Conveyancer currently admitted to practice in New South Wales.
- (2) I am giving this Certificate in accordance with s66W of the *Conveyancing Act 1919* (NSW) with reference to a contract for the sale of property referred to in the Schedule from the Vendor to the Purchaser in order that there be no cooling off period in relation to that Contract.
- (3) I do not act for the Vendor and am not employed in the legal practice of a Solicitor or Licensed Conveyancer acting for the Vendor, nor am I a member or employee of a firm of which a Solicitor or a Licensed Conveyancer acting for the Vendor is a member or employee.
- (4) I have explained to the Purchaser:
  - (a) the effect of the Contract for the purchase of that property;
  - (b) the nature of this Certificate; and
  - (c) the effect of giving this Certificate to the Vendor.

**Schedule**

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|                          |                                                    |
|--------------------------|----------------------------------------------------|
| <b>Property</b>          | Lot 2 , Turner Road, Gregory Hills                 |
| <b>Purchase price</b>    | \$800,000.00                                       |
| <b>Name of Vendor</b>    | NSWSPV 22 Pty Ltd (ACN 645 921 713)                |
| <b>Name of Purchaser</b> | HASHTAG CUSTOM BUILDS NSW1 PTY LTD ACN 617 450 227 |

\_\_\_\_\_  
Signature of Solicitor/Licensed Conveyancer

Date:

**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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:
 

|                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APA Group</b><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land and Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)**

1.1 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>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;                                                                                                                                                                                                                     |
| <i>authorised Subscriber</i>  | a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;                                                                                                                    |
| <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>completion time</i>        | the time of day at which completion is to occur;                                                                                                                                                                                                                                        |
| <i>conveyancing rules</i>     | the rules made under s12E of the Real Property Act 1900;                                                                                                                                                                                                                                |
| <i>deposit-bond</i>           | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>                                                                         |
| <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>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>document of title</i>      | document relevant to the title or the passing of title;                                                                                                                                                                                                                                 |
| <i>ECNL</i>                   | the Electronic Conveyancing National Law (NSW);                                                                                                                                                                                                                                         |
| <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 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>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' Conveyancing Transaction</i> ;                                                |
| <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</i> by a <i>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 <sup>th</sup> if not);                                                                                              |
| <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>legislation</i>            | an Act or a by-law, ordinance, regulation or rule made under an Act;                                                                                                                                                                                                                    |
| <i>manual transaction</i>     | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;                                                                                                                            |
| <i>normally</i>               | subject to any other provision of this contract;                                                                                                                                                                                                                                        |
| <i>participation rules</i>    | the participation rules as determined by the <i>ECNL</i> ;                                                                                                                                                                                                                              |
| <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>populate</i>               | to complete data fields in the <i>Electronic Workspace</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 unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <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</i> by the <i>party</i> ;                                                                                                                                          |
| <i>TA Act</i>            | Taxation Administration Act 1953;                                                                                                                                                                                                                                                                       |
| <i>terminate</i>         | terminate this contract for breach;                                                                                                                                                                                                                                                                     |
| <i>title data</i>        | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;                                                                                                                                                                         |
| <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). |

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## **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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 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 4.8 or clause 30.4);
  - 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;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 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 s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 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
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 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.
    - 30.8 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.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *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 –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 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).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 *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.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

TURNER ROAD GREGORY HILLS NSW 2557

## Special Conditions

### 1 Definitions & Interpretation

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#### 1.1 Interpretation

In the event of any inconsistency between the terms of these Special Conditions and the Printed Clauses these Special Conditions will apply to the extent of any inconsistency, including with respect to any defined terms.

#### 1.2 Amendments to Printed Clauses

The Printed Clauses are amended as follows:

- (1) Printed Clause 2.9 is deleted.
- (2) Printed Clause 4.3 is amended by deleting the words “using the nominated ELN, unless the parties otherwise agree” with the words “using Property Exchange Australia Limited (PEXA) as the nominated ELN.”
- (3) Printed Clause 7.1.1 is deleted.
- (4) In Printed Condition 7.1.3 replace the words “14 days” with the words “7 days”.
- (5) Printed Clause 8.1.1 is amended by deleting the words “on reasonable grounds”.
- (6) Printed Clause 8.1.2 is amended by deleting the words “and those grounds”.
- (7) Printed Clauses 10.1.8 and 10.1.9 is amended by replacing the word “substance” with the word “existence”.
- (8) Printed Clause 14.4.2 is deleted.
- (9) Printed Clause 20.6.8 is deleted.
- (10) Printed Clauses 28 and 29 are deleted.
- (11) Printed Clause 30.1.2, 30.2 and 30.3, 30.4.1 are deleted.
- (12) Printed Clause 4.8 and 30.4 are deleted and replaced with:

“The Purchaser acknowledges that it is a fundamental condition of this Contract that the Vendor will transfer title only to the Purchaser. The Purchaser is not entitled to require the Vendor to transfer the Property by direction to another person, including but not limited to, a subsequent purchaser from the Purchaser. The Purchaser may not make any Claim in relation to anything contained in this clause 4.8.”

#### 1.3 Definitions

The following definitions apply to terms used in these Special Conditions:

- Authority** means (as appropriate) any:
- (1) federal, state or local government; or
  - (2) department of any federal, state or local government; or
  - (3) any court or administrative tribunal; or

## Special Conditions – Turner Road, Gregory Hills

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|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | (4) statutory corporation or regulatory body.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Claim</b>           | means: <ul style="list-style-type: none"><li>(1) against any person any allegation, action, demand, cause of action, suit, proceeding, judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise; or</li><li>(2) a party doing any of the following in relation to this Contract or any matter arising from it:<ul style="list-style-type: none"><li>(a) seeking to rescind this Contract;</li><li>(b) seeking to delay Completion; or</li><li>(c) taking, making or raising any objection or requisition or claim for loss, damage or compensation or other relief.</li></ul></li></ul>                   |
| <b>Completion</b>      | means completion of this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Completion Date</b> | means the date as set out in the Particulars.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Contract</b>        | means this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Deposit</b>         | means the deposit payable under this Contract as set out in the Particulars.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Deposit Holder</b>  | means the Vendor's Solicitor as set out in the Particulars.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Encumbrance</b>     | means an interest or power: <ul style="list-style-type: none"><li>(1) reserved in or over an interest in any asset; or</li><li>(2) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or</li><li>(3) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.</li></ul> <p><b>Encumber</b> means to grant an Encumbrance.</p> |
| <b>Particulars</b>     | means the particulars set out on page 1 of this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Printed Clauses</b> | means the standard printed clauses adopted by the Law Society of New South Wales and the Real Estate Institute of New South Wales (from time to time) and that form part of this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Property</b>        | means the land and improvements (if any) subject to this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Purchase Price</b>  | means the purchase price for the Property set out in the particulars.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Purchaser</b>       | means the Purchaser under this Contract as set out in the particulars.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## Special Conditions – Turner Road, Gregory Hills

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|                           |                                                                                                                                                                                        |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Special Conditions</b> | means these special conditions.                                                                                                                                                        |
| <b>Services</b>           | means any existing or proposed water, sewerage, drainage, gas, electricity, telecommunications and other similar installations, services and infrastructure relative to such services. |
| <b>Vendor</b>             | means the Vendor under this Contract as set out in the particulars.                                                                                                                    |

## 2 Deposit

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### 2.1 Deposit less than 10%

- (1) The Vendor requires the Purchaser to pay the full amount of the Deposit on the date of this Contract.
- (2) If requested by the Purchaser the Vendor may agree to accept the payment of the Deposit by way of installments as agreed between the parties.
- (3) If paragraph (2) applies:
  - (a) so much of the Deposit not paid by the Purchaser on the date of this Contract is a liquidated debt due and payable by the Purchaser to the Vendor; and
  - (b) that debt must be repaid to the Vendor on the earlier of:
    - (i) the Vendor becoming entitled to the Deposit under this Contract; and
    - (ii) Completion.
- (4) This Special Condition 2 is an essential term of this Contract and the Purchaser agrees that time is of the essence in respect of any payments under this Special Condition.

## 3 Investment of Deposit

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### 3.1 Investment

- ~~(1) The Vendor may elect, in its sole discretion, to invest the Deposit in accordance with this Special Condition 3.~~
- ~~(2) The Purchaser consents and agrees to any investment of the Deposit by the Vendor in accordance with this Special Condition 3.~~
- ~~(3) The parties authorise and direct the Deposit Holder to pay the Deposit into an unsecured interest bearing account with Commonwealth Bank of Australia at 271 Queen Street, Campbelltown (Account).~~

### 3.2 Provision of TFN

The Purchaser:

- ~~(1) must provide the Vendor with their tax file number or Australian Business Number on the date of this Contract to allow the Vendor to provide that number to Commonwealth Bank of Australia; and~~
- ~~(2) acknowledges that:
  - ~~(a) if their tax file number or Australian Business Number is not quoted to the Vendor in accordance with paragraph (1); or~~~~

## Special Conditions – Turner Road, Gregory Hills

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- (b) ~~they have not informed the Vendor that they are exempt from quoting such a number for the purpose of the investment of the Deposit;~~

~~then:~~

- (c) ~~notwithstanding Special Condition 3.7, all of the interest credited to the Account will be the property of the Vendor and the Purchaser waives all entitlement to that interest; and~~
- (d) ~~the relevant financial institution will withhold income earned in the Account from the Purchaser.~~

### 3.3 Obligations of parties

~~The Vendor and the Purchaser will give all directions and do all such things as may be necessary to give effect to the provisions of this Special Condition 3.~~

### 3.4 Risk

~~The Vendor and the Purchaser acknowledge that the Deposit is invested at the risk of the party who becomes entitled to the Deposit on Completion, rescission or termination of this Contract (whichever occurs).~~

### 3.5 Closure of Account

~~Upon a party becoming entitled to the Deposit under this Contract, the Vendor and Purchaser authorise the Deposit Holder to close the Account and distribute the proceeds of it in accordance with Special Condition 3.7.~~

### 3.6 Entitlement to interest

- (1) ~~Except where the provisions of this Contract provide otherwise:~~

- (a) ~~if this Contract is terminated by a party, then the whole of the interest will be paid to the party who terminated this Contract;~~
- (b) ~~if this Contract is rescinded pursuant to an express right to rescind set out in this Contract, the interest will be paid to the Purchaser; or~~
- (c) ~~in all other circumstances (including the Completion of this Contract), interest earned on the deposit will be shared equally between the Vendor and the Purchaser;~~

~~and in each case, the parties acknowledge and agree that any payment of the deposit (with the entitled party's share of interest earned) or interest will have deducted from it all fees and charges associated with the investment of the Deposit including the administration fee of the Deposit Holder of \$150.00 (plus GST) for administering the investment of the Deposit and complying with its obligations under this Contract which will be shared between the Vendor and the Purchaser proportionate to their entitlement to the interest earned.~~

- (2) ~~The Deposit Holder is irrevocably authorised and directed to pay to itself from the Deposit and any interest earned on the Deposit, the administration fee of \$150.00 (plus GST) at the earlier of Completion or the Contract coming to an end.~~

## 4 Adjustment of Outgoings

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## Special Conditions – Turner Road, Gregory Hills

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### 4.1 Council, water rates and land tax

- (1) If separate assessments of Council and/or water rates and/or land tax have not issued for the Property prior to Completion, those rates will be adjusted on the basis that the amounts set out below have been paid by the Vendor for each rating period during the term of this Contract.
  - (a) \$2,500.00 for Council rates per year;
  - (b) \$350.00 for water and sewerage rates per quarter year; and
  - (c) \$2,500.00 for land tax per calendar year.
- (2) The Vendor covenants to pay all such rates without delay after an assessment for them is issued.
- (3) The Purchaser will make no objection or claim for compensation nor delay completion in connection with the issue of payment of any such assessment of rates and there will be no readjustment of rates when the actual assessment issues.

### 4.2 Adjustment of Outgoings

If there is any error in the adjustment of outgoings required to be made on Completion then:

- (1) either party may, within thirty (30) business days of Completion, serve on the other party a notice setting out the correct calculation of the adjustment and the amount required to rectify the error; and
- (2) the other party must pay any amount required to be paid to rectify the error within thirty (30) business days of being requested to do so by the other party.

## 5 Interest and Notice to Complete

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### 5.1 Interest

In the event that the Purchaser does not complete the Contract on the Completion Date, it is an essential term of this Contract that the Purchaser must pay to the Vendor interest calculated at the rate of ten per cent (10%) per annum in addition to the Purchase Price:

- (1) on the unpaid balance of the Purchase Price from the date which is the later of the Completion Date and the date on which the Vendor is ready willing and able to complete this Contract; and
- (2) calculated daily and compounded monthly.

### 5.2 Exception

The Purchaser is not required to pay interest under Special Condition 5.1 for the period after the Completion Date that the Purchaser is ready, willing and able to Complete but the Vendor is not.

### 5.3 Notice to Complete

If Completion does not take place by the Completion Date then:

- (1) the Vendor or Purchaser may, upon expiration of the time for completion, issue a notice to complete making the time for completion, in accordance with such notice, of the essence of this Contract; and
- (2) a period of fourteen (14) days following the date of service upon the Vendor, Purchaser or its solicitors (as applicable) of any such notice to complete is to be deemed to be a reasonable time for completion pursuant to that notice; and

## Special Conditions – Turner Road, Gregory Hills

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- (3) where the Vendor issues a notice to complete the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$450.00 (plus GST) as an adjustment on Completion and as reimbursement of the Vendor's legal costs in having the notice to complete prepared and served.

### 6 Agent

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#### 6.1 Warranty

The Purchaser warrants that it was not introduced to the Vendor or to the Property by any agent or employee of an agent other than the agent, if any, set out in the particulars.

#### 6.2 Indemnity

- (1) If:
- (a) the warranty set out in Special Condition 6.1 is breached; and
  - (b) as a result of that breach the Vendor is liable for the payment of any agent's commission arising from this Contract other than to the agent set out in the particulars, then
- the Purchaser indemnifies the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission.
- (2) If the Purchaser must pay the Vendor any amount under Special Condition 6.2(1) then the amount paid will be deemed to be in addition to the Purchase Price.

### 7 No Representations

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#### 7.1 General

Subject to the provisions of Section 52A of the *Conveyancing Act 1919* (NSW) the Purchaser acknowledges that:

- (1) it has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract; and
- (2) it has made all such enquires and investigations as he deems appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

#### 7.2 Specific

The Purchaser further acknowledges that the Vendor, nor any person on its behalf has made any representation, promise or warranty as to:

- (1) any past or future income derived from the Property; or
- (2) the suitability of the Property for any particular purpose.

### 8 Encumbrances

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- (1) The Purchaser is not entitled to require that any Encumbrance registered on the title of the Property be removed prior to Completion.
- (2) On Completion the Vendor will:
  - (a) provide to the Purchaser any form required to remove an Encumbrance from the title of the Property in registrable form; and



## Special Conditions – Turner Road, Gregory Hills

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- (b) will allow the cost of registration associated with any form provided under Special Condition as an adjustment to the Purchase Price.

### 9 Disclosure and Purchaser claims

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#### 9.1 Entire Agreement

This Contract contains the entire agreement between the parties in relation to the Property, notwithstanding:

- (1) any negotiations or discussions held between the parties, their representatives or agents; and
- (2) the terms of any sales brochures or other documents issued prior to the execution of this Contract.

#### 9.2 Purchaser acknowledgements

- (1) The Purchaser acknowledges that:
  - (a) it has inspected the subject Property and satisfied itself as to the state and condition of the Property prior to execution of this Contract; and
  - (b) in reliance on the inspection the Purchaser accepts the Property in its present state and condition including any defects.
- (2) Without limiting the effect of paragraph (1), the Purchaser will make no objection, requisition or Claim in respect of the any matter or thing arising from this Special Condition 9.2 and the Vendor is not obliged to make any renovation or reparation in respect of any defect.

#### 9.3 No warranty as to documents

- (1) The Vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this Contract or referred to in these Special Conditions.
- (2) The Purchaser cannot make any Claim because of any:
  - (a) matter disclosed or described in this Contract; or
  - (b) document attached to this Contract is incomplete or inaccurate.

#### 9.4 State and condition of Property

The Purchaser accepts the Property in its present state and condition and acknowledges that they have made all such enquires and investigations as they deem appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

### 10 Services

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#### 10.1 Property subject to Services

- (1) Subject to the provisions of the *Conveyancing (Sale of Land) Regulation 2022* (NSW) and any term, condition, representation, warranty or provision of this Contract made by or on behalf of the Vendor expressed in this Contract, the Purchaser is purchasing the Property and will take title to the Property subject to the existence of Services as at Completion.
- (2) No Claim may be made by the Purchaser in relation to any matter or thing referred to in paragraph (1) provided that the existence or non-existence of any Service or the granting of any easements, restrictions on use and positive covenants do not have a substantial detrimental effect on the Property.

# Special Conditions – Turner Road, Gregory Hills

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## 10.2 Limitations on Claims

The Purchaser may not make any Claim:

- (1) whether or not the Property is subject to or built over (with or without the consent of any Authority) any Service;
- (2) whether or not the Property has the benefit of any rights or easements in respect of any Service or mains, pipes or connections for any Service;
- (3) in respect of any defects in any Service;
- (4) if any underground or surface stormwater drain passes through or over the Property;
- (5) should any manhole, vent or substation be on the Property; or
- (6) for any Service constructed between the date of this Contract and Completion, provided notice of it has been given to the Purchaser before Completion.

## 11 Claim for compensation

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Any claim for compensation whether under Printed Clause 7 or otherwise is to be deemed to be a requisition for the purposes of Printed Clause 1.

## 12 Notices

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### 12.1 Period of Notice

The parties acknowledge that a period of fourteen (14) days is a sufficient period for any notice issued under or pursuant to the provisions of this Contract.

### 12.2 Method of Service

In addition to the provisions of Printed Clause 20, service of any document under or relating to this Contract may be effected on a party or that party's solicitor:

- (1) if addressed to that party or to that party's solicitor at the respective addresses set out in the Particulars and posted by ordinary pre-paid post in which case service will be deemed to have been effected on the second business day following the date of posting;
- (2) ~~if sent by facsimile transmission to the address shown on the letterhead or elsewhere of that party and/or that party's solicitor as being set aside for the transmission of or receipt of facsimile transmissions; and~~
- (3) if sent by email to the email address of that party and/or that party's solicitor set out in the Particulars.

### 12.3 ~~Time for Service by Facsimile~~

~~Any notice served by facsimile transmission in accordance with Special Condition (2), in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of dispatch provided that:~~

- (1) ~~the recipient's acknowledgment of receipt appears on the sender's copy of the notice, or on the activity record print out of the sender's machine, or the activity record print out of the sender's machine shows a successful transmission of any appropriate size document to the recipient's facsimile machine on the date indicated in the print out; and~~

Initialed by:  
  
C8E31B06DD55

## Special Conditions – Turner Road, Gregory Hills

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- (2) ~~if the time of dispatch is later than 5.00pm in the place to which such facsimile transmission is sent it will be deemed to have been received at the commencement of business on the next business day in that place.~~

### 12.4 Time for Service by email

Any notice served by email in accordance with Special Condition 12.2(3) in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of the email being sent provided that:

- (1) the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty-four (24) hours of the email being sent; and
- (2) if the time of sending is later than 5.00pm in the place to which the email is sent, it will be deemed to have been received at the commencement of business on the next business day in that place.

## 13 Non-Merger

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Any term of this Contract which may operate after Completion does not merge on Completion.

## 14 Rescission of Contract

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If a party is entitled to rescind this Contract the provisions of Printed Clause 19 apply to that rescission.

## 15 Requisitions on title

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- (1) The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make under Printed Clause 5 are in the form attached as **Annexure 1 (Requisitions)**.
- (2) The Requisitions are deemed to be served the next business day after the date of this Contract.
- (3) The Vendor provides the answers to the Requisitions attached to this Contract as **Annexure 1**.
- (4) The Purchaser may not make any Claim in respect of any answer to the Requisitions.

## 16 Settlement Default

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If the Purchaser cancels settlement after appropriate arrangements have been made for Completion to take place, the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$150.00 (plus GST) as an adjustment on Completion for each cancellation.

## 17 Fencing

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- (1) The Purchaser:
  - (a) cannot require the Vendor to erect or contribute to the cost of the erection of any dividing fencing or retaining wall works between the Property and any land adjoining it owned by the Vendor; and
  - (b) must ensure that any transferee of the Property cannot make a claim against the Vendor in relation to such cost.
- (2) This Special Condition does not merge on Completion.

## 18 Counterparts and Electronic Signature

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### 18.1 Vendor Disclosure

## Special Conditions – Turner Road, Gregory Hills

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This Contract may be executed:

- (1) in a number of counterparts and all the counterparts together make one instrument; and/or
- (2) electronically by both parties using Docusign or by exchanging electronic copies of original signatures on this Contract.

### 18.2 Validity of Contract

- (1) This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- (2) The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (3) The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a Claim because of anything contained in this clause.

### 18.3 Compliance with Electronic Transactions Act 2000 (NSW)

The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of Docusign, in relation to the execution of this Contract.

## 19 No caveat

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The Purchaser must not, at any time prior to Completion, register a caveat over the Property which has the effect of precluding registration of any plan, instrument, restriction, easement or right.

## 20 FIRB Approval

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### 20.1 When this Special Condition applies

This Special Condition only applies where the Purchaser is a "foreign person" within the meaning of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* (**Act**).

### 20.2 Obligations of Purchaser

The Purchaser must, on or before the date of this Contract, notify the Vendor if they are a "foreign person" within the meaning of the Act.

### 20.3 Treasurer's Approval

- (1) If the Purchaser informs the Vendor under Special Condition 20.2 that it is a "foreign person", the Purchaser must:
  - (a) apply to the Treasurer of the Commonwealth of Australia for the approval for the acquisition of the Property as soon as possible from the date of this Contract (**Approval**);
  - (b) obtain the Approval within thirty (30) days from the date of this Contract; and
  - (c) provide to the Vendor a copy of the Approval and any conditions attaching to the Approval.
- (2) In the event that the Purchaser is unable to obtain Approval in accordance with Special Condition 20.3(1), the Vendor may, in its sole discretion, rescind this Contract by written notice to the Purchaser.

## Special Conditions – Turner Road, Gregory Hills

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### 21 Change in Vendor

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- (1) The Purchaser acknowledges that the Vendor may wish to transfer the Land to another corporation or person as vendor (**New Vendor**).
- (2) If the Vendor:
  - (a) transfers the Land to the New Vendor; or
  - (b) has entered into an agreement for the sale of the Land to the New Vendor,then the Vendor may serve on the Purchaser:
  - (c) a notice of intention to rescind this Contract (**Rescission Notice**); and
  - (d) a contract in a form identical to this Contract is amended in accordance with this Special Condition 21 except that the New Vendor will be described as the vendor under the new contract (**New Contract**).
- (3) Within fourteen (14) days of receipt of the Rescission Notice and the New Contract, the Purchaser must execute and exchange the New Contract with the New Vendor.
- (4) The parties acknowledge and agree that:
  - (a) this Contract will be rescinded at the time of exchange of the New Contract;
  - (b) the Deposit paid by the Purchaser under this Contract will be the deposit payable under the New Contract and the Purchaser will direct the deposit holder accordingly;
  - (c) if the Vendor has accepted a bond or guarantee for all or part of the deposit, the Purchaser must at the same time replace the bond or guarantee with one from the same issuer in the same terms, except addressed to the New Vendor; and
  - (d) the Vendor will do all things necessary to assist the Purchaser in obtaining any refund of stamp duty paid on this Contract.

### 22 No sale or transfer without Vendor's consent

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- (1) The Purchaser must not:
  - (a) transfer, sell, enter into or purport to enter into any agreement to transfer or sell the Property, or any interest in the Property, to any person at any time on or prior to Completion of this Contract without the consent of the Vendor.
  - (b) at any time prior to Completion, erect signage including "For Sale" signage on the Land or the Property without the prior consent of the Vendor.
- (2) The Vendor's consent under Special Condition 22 may be withheld, granted conditionally or granted unconditionally, in the Vendor's absolute discretion.

### 23 GST Residential Withholding

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#### 23.1 When this Special Condition applies

This Special Condition 23 only applies if subsection 14-E of Schedule 1 of the *Taxation Administration Act 1953* (Cth) (**TA Act**) applies to the sale of the Property.

#### 23.2 Definition

## Special Conditions – Turner Road, Gregory Hills

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Any term used in this Special Condition 23 that is defined is to have the same meaning as set out in the Printed Clauses or the TA Act (as the case may be).

### 23.3 Residential Withholding Payment

The parties acknowledge and agree that:

- (1) the Vendor is deemed to have satisfied its obligations under the TA Act to serve written notification to the Purchaser by completing the tax information in the Contract (if applicable);
- (2) the Purchaser has received written notification that it will be required under the TA Act to make a residential withholding payment (**GSTRW Payment**) under this Contract on or before Completion;
- (3) provided the Purchaser has complied with its obligations under this Contract, the parties will adjust the balance payable by the Purchaser to the Vendor on Completion to allow for the GSTRW Payment; and
- (4) the Purchaser must strictly deal with the GSTRW Payment in accordance with this Special Condition 23.

### 23.4 Purchaser Warranty

The Purchaser warrants that it will comply with the obligations imposed upon it pursuant to the TA Act, including but not limited to:

- (1) completing and submitting the required:
  - (a) GST property settlement withholding notification form in accordance with section 16-150(2) of Schedule 1 of the TA Act (**Form 1 Notice**) via the electronic platform provided by Property Exchange Australia Limited (**PEXA**); and
  - (b) GST property settlement date confirmation form required to be submitted on Completion of this Contract via PEXA (**Form 2 Notice**); and
- (2) payment of the GSTRW Payment to the Australian Taxation Office by the required date.

### 23.5 Payment of GSTRW Payment

- (1) Unless otherwise agreed in writing by the parties, the Purchaser must pay the GSTRW Payment by electronic funds transfer to the account nominated by Australian Taxation Office through PEXA on Completion.
- (2) The Purchaser must submit to the Commissioner of Taxation a Form 1 Notice via PEXA as soon as reasonably practicable.
- (3) The Purchaser will provide any other information reasonably requested in writing by the Vendor that it requires to meet any obligations under the TA Act.

### 23.6 Delay Settlement

If the Purchaser does not comply with this Special Condition, then the Vendor may delay Completion and charge interest in accordance with this Contract, until such time the Purchaser has complied with its obligations under this Special Condition 23.

## 24 Personal Guarantee

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### 24.1 When this Special Condition applies

This Special Condition 24 only applies where the Purchaser is a corporation, other than a corporation

## Special Conditions – Turner Road, Gregory Hills

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listed on the Australian Stock Exchange.

### 24.2 Guarantor

For the purposes of this Special Condition, **Guarantor** means the director/s of the Purchaser.

### 24.3 Personal guarantee

- (1) In consideration of the Vendor entering this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:
  - (a) the payment of all money payable by the Purchaser under this Contract; and
  - (b) the performance of all the Purchaser's other obligations under this Contract.
- (2) The Guarantor also:
  - (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract; and
  - (b) must pay on demand from the vendor any money due to the Vendor under this indemnity.
- (3) The Guarantors, if more than one person and/or entity, are hereby jointly and severally liable with the Purchaser to the Vendor for:
  - (a) the Purchaser's performance of its obligations under this Contract; and
  - (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- (4) Until the Vendor has received all money payable to it under this Contract and the Purchaser and Guarantor have performed all of their obligations under this Contract, neither the Purchaser nor the Guarantor may:
  - (a) claim or receive the benefit of any dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up of a company or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
  - (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Vendor;

unless the amount to which the Vendor is entitled will not otherwise be reduced as a result.
- (5) The Guarantor must pay the Vendor, on written demand by or on behalf of the Vendor, all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this Special Condition 24.
- (6) The Guarantor's obligations hereunder are not affected if:
  - (a) the Vendor releases or enters into a composition with the Purchaser or a Guarantor if there be more than one Guarantor; and/or
  - (b) a payment made to the Vendor is later avoided; and/or
  - (c) the Vendor assigns or transfers the benefit of this Contract to another or others.

## Special Conditions – Turner Road, Gregory Hills

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- (d) If the vendor assigns or transfers the benefit of this Contract, the Guarantor hereby acknowledges and agrees that the transferee receives the benefit of the Guarantor's obligations under this Special Condition 24.
- (7) The Guarantor's obligations under this Special Condition 24 are not released, discharged or otherwise affected by:
  - (a) the grant of any time, waiver, covenant not to sue or other indulgence;
  - (b) the release (including a release as part of a novation) or discharge of any person;
  - (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
  - (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
  - (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
  - (f) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
  - (g) the winding-up of the Purchaser; or
  - (h) the death of any Guarantor.
- (8) The Guarantor guarantees to the Vendor the payment of all money due by the purchaser to the Vendor on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates as set out in the Contract.

**Executed by Guarantor** in the presence of:

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Guarantor (Signature)

\_\_\_\_\_  
Name of Witness (Print Name)

**Executed by Guarantor** in the presence of:

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Guarantor (Signature)

\_\_\_\_\_  
Name of Witness (Print Name)





From .....Purchasers Solicitor

To .....Vendors Solicitor

Date: .....

REQUISITIONS ON TITLE

2008 EDITION

RE:..... Purchase From.....

Property .....

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

| REQUISITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | RESPONSE |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| 2. The Vendor must comply before completion with Clause 16.12.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
| 3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
| 4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 6. Is the Vendor aware of:-<br>(a) any unregistered easements such as a right of way which affect the property? If so, please give full details.<br>(b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
| 7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| 8. Is there any outstanding notification, claim or requirement of:-<br>(a) a statutory or local authority, or<br>(b) an adjoining owner which affects the property or any part of it?<br>Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 9. Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |
| 10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
| 11. If the sale of the property is subject to an existing tenancy:-<br>(a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.<br>(b) has there been any breach of the lease in which case such breach must be remedied before completion.<br>(c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.<br>(d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion.<br>(e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from |          |

| REQUISITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | RESPONSE |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <p>completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
| <p>12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.</p>                                                                                                                                                                                                                                                                                                              |          |
| <p>13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| <p>14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |
| <p>15. Has the Vendor or any predecessor in title:-</p> <p>(a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?</p> <p>(b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?</p> <p>If so, please give details?</p>                                                                                                                                                                                                                                                                                |          |
| <p>16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.</p>                                                                                                                                                                                                                                                                                                                                                                                                        |          |
| <p>17. Is there any pending litigation in respect of the property?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| <p>18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| <p>19. Is the Vendor aware of any restrictions on the use or development of the land?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |
| <p>20. Survey should be satisfactory and certify (or report) that:-</p> <p>(a) the whole of the land sold will be available to the Purchasers on completion and</p> <p>(b) there is no encroachment by or upon the subject land and</p> <p>(c) the improvements sold are erected on the subject land.</p>                                                                                                                                                                                                                                                                                                                                                    |          |
| <p>21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.</p>                                                                                                                                                                                                                                                                                                |          |
| <p>22. Has the Vendor or his mortgagee:-</p> <p>(a) a survey report?</p> <p>(b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?</p> <p>(c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D?</p> <p>If so, please obtain and forward a copy and ensure that the originals are handed over on completion.</p>                                                                                                                                                                                                                          |          |
| <p>23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
| <p>24. Is the land affected by the:-</p> <p>(a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.</p> <p>(b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.</p> <p>(c) Threatened Species Conservation Act 1995? If so, please give full details.</p> <p>(d) Contaminated Land Management Act 1997? If so, please give full details.</p> <p>(e) Local Government Act 1993, Section 124? If so, please give full details.</p> <p>(f) Noxious Weeds Act 1993? If so, please give full details.</p> |          |

| REQUISITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | RESPONSE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| (g) Heritage Act 1977? If so, please give full details.<br>(h) Unhealthy Building Land Act 1990? If so, please give full details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
| 25. Has the Vendor been served with any notice, order or claim arising under the following statutes:-<br>(a) Family Law Act 1975 (Commonwealth Statute)?<br>(b) Property (Relationships) Act 1984 (NSW Statute)?<br>(c) Family Provision Act 1982 (NSW Statute)?<br>(d) Encroachment of Building Act 1922 (NSW Statute)?<br>If so, please advise full details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |
| 26 If the property sold "off-the-plan":-<br>(a) the Vendor must provide the Purchaser on or before completion with:-<br>(i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979.<br>(ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.<br>(iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.<br>(iv) Evidence that a final Fire Safety Certificate has been issued for the building.<br>(b) Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.<br>(c) The Vendor must comply with Clause 28.2 before completion. |          |
| 27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 28. If a Swimming Pool is included in the sale:-<br>(a) was its construction approved by the Local Council? Please furnish a copy of such approval.<br>(b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?<br>(c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist?<br>(d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |
| 29. If the Vendor is a company, are any of its officers aware of:-<br>(a) a resolution having been passed to wind up the company?<br>(b) a summons having been filed to wind up the company?<br>(c) the appointment of a receiver?<br>(d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company?<br>(e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001?<br>(f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| 31. If the Vendor is an executor and/or trustee:-<br>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt.<br>(b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account?<br>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |

| REQUISITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | RESPONSE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| produce your written authority before settlement.<br>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |
| 32. In the case of Old System Title land:-<br>(a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.<br>(b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement.<br>(c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement.<br>(d) The Vendor must comply with Clauses 25.2 and 25.8 before completion. |          |
| 33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |
| 34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:-<br>(a) Please produce before completion a copy of the registered Power of Attorney, and<br>(b) Written evidence should be provided at settlement of its non-revocation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
| 35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| 36. Satisfactory evidence must be produced before completion that any:-<br>(a) improvements erected over the sewer, and/or<br>(b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |
| 37. Is there any encroachment:-<br>(a) onto any adjoining land by any improvements erected on the subject land?<br>(b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| 39. The Vendor must comply with Clause 4.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| 40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |
| 41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |

#### DISCLAIMER

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.....  
Solicitor for Vendor

## Answers to Requisitions

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1. Noted.
2. Noted.
3. Refer to contract.
4. Refer to contract.
5. No.
6. (a) – (b) No.
7. No.
8. (a) – (b) No.
9. No.
10. No.
11. (a) – (f) Not Applicable
12. Yes.
13. Not Applicable.
14. This alleged right is not admitted.
15. (a) No, as to predecessor Vendor has no knowledge.  
(b) No.
16. Noted.
17. No.
18. No.
19. No.
20. (a) – (c) Noted.
21. No.
22. (a) – (c) Refer to contract.
23. No.
24. (a) – (h) The Purchaser to rely on own enquiries.
25. (a) – (d) No.
26. (a) – (c) Not applicable.
27. Purchaser should rely on own enquiries.
28. (a) – (d) Not Applicable.
29. (a) – (f) No.
30. No.
31. (a) – (d) Not applicable.
32. (a) – (d) Not Applicable.
33. No.
34. (a) – (b) Noted.
35. Purchaser to rely on own enquiries.
36. (a) – (b) Not applicable.
37. (a) Not applicable.  
(b) No.
38. No.
39. Noted.
40. Noted.
41. Noted.





FOLIO: 2/1303653

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| SEARCH DATE | TIME    | EDITION NO | DATE       |
|-------------|---------|------------|------------|
| -----       | ----    | -----      | ----       |
| 16/1/2025   | 9:48 AM | 1          | 18/12/2024 |

LAND

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LOT 2 IN DEPOSITED PLAN 1303653  
AT GREGORY HILLS  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1303653

FIRST SCHEDULE

-----

NSWSPV 22 PTY LTD

SECOND SCHEDULE (16 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H411525 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN  
THE TITLE DIAGRAM.
- 3 J263763 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN  
THE TITLE DIAGRAM.
- 4 DP1276136 RIGHT OF CARRIAGEWAY 2.9 & 7.2 METRE(S) WIDE AND  
VARIABLE WIDTH APPURTENANT TO THE PART(S) SHOWN SO  
BENEFITED IN THE TITLE DIAGRAM
- 5 DP1276136 EASEMENT FOR BATTER & SUPPORT 2.5 METRE(S) WIDE AND  
VARIABLE WIDTH APPURTENANT TO THE PART(S) SHOWN SO  
BENEFITED IN THE TITLE DIAGRAM
- 6 DP1260211 EASEMENT FOR RETAINING WALL SUPPORT 0.5 METRE(S) WIDE  
REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT  
APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE  
TITLE DIAGRAM
- 7 DP1272254 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (19) IN THE S.88B INSTRUMENT AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 AU623011 MORTGAGE TO SOLIDO CAPITAL PARTNERS PTY LIMITED
- 9 DP1303653 EASEMENT TO DRAIN WATER 1.9 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 10 DP1303653 EASEMENT FOR SUPPORT, ACCESS & MAINTENANCE 0.9  
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED  
IN THE TITLE DIAGRAM
- 11 DP1303653 EASEMENT FOR SUPPORT, ACCESS & MAINTENANCE 0.9  
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1303653 POSITIVE COVENANT
- 13 DP1303653 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (5) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

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FOLIO: 2/1303653

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- 14 DP1303653 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (6) IN THE S.88B INSTRUMENT
- 15 DP1303653 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (7) IN THE S.88B INSTRUMENT
- 16 DP1303653 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

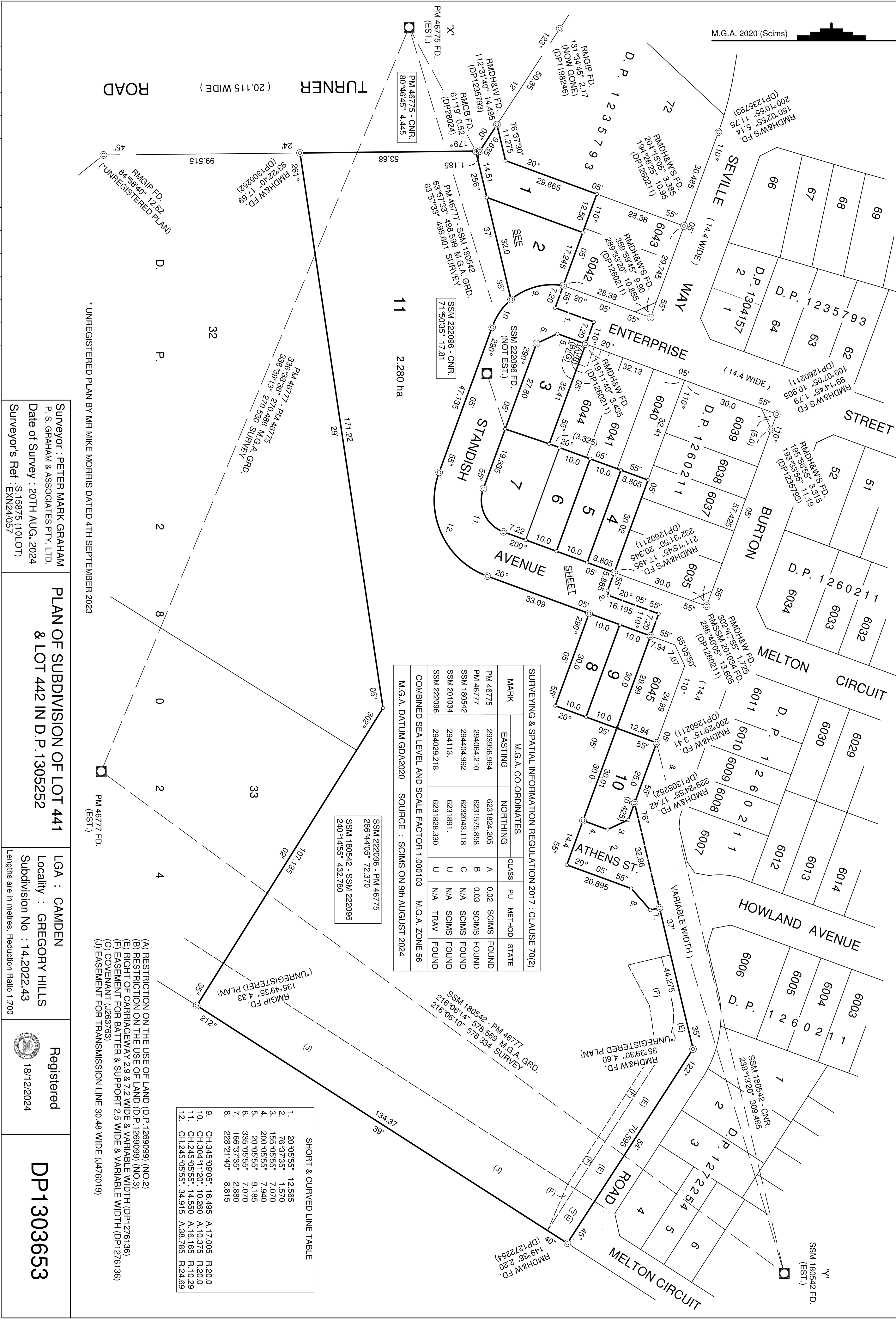
UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

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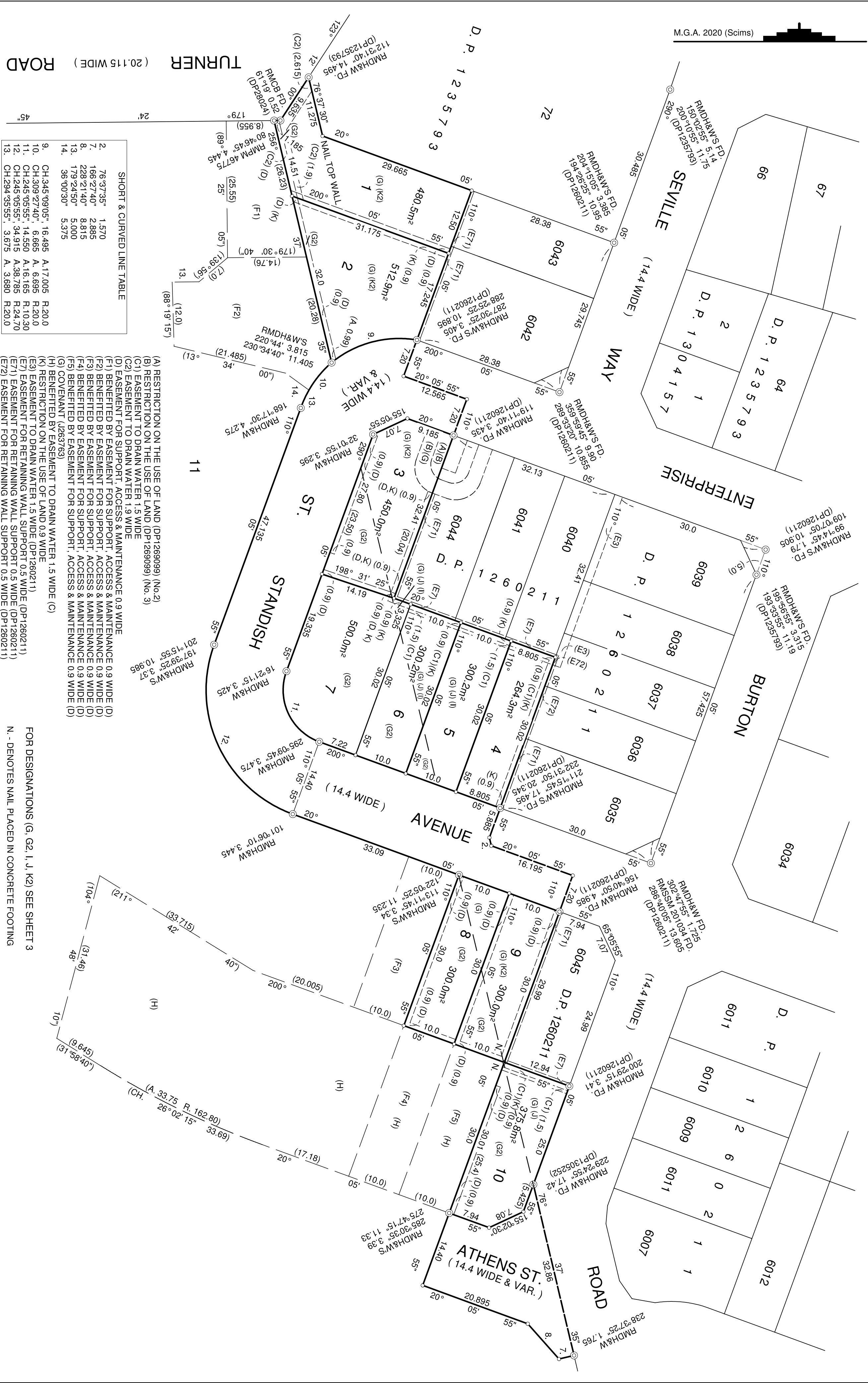
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



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Table of mm

Lengths are in metres. Reduction Ratio 1:700

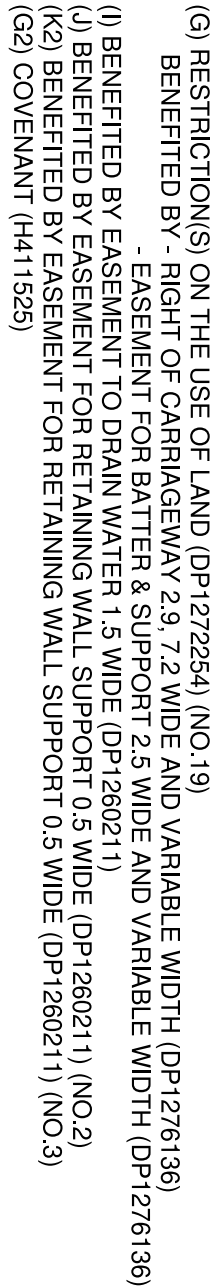


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|--------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------|--|-------------------------------------------------------------------------|--------------------------|-----------|
| Surveyor : PETER MARK GRAHAM<br>P. S. GRAHAM & ASSOCIATES PTY. LTD.<br>Date of Survey : 20TH AUG. 2024<br>Surveyor's Ref : EXN24/057 |  | PLAN OF SUBDIVISION OF LOT 441<br>& LOT 442 IN D.P.1305252 |  | LGA : CAMDEN<br>Locality : GREGORY HILLS<br>Subdivision No : 14.2022.43 | Registered<br>18/12/2024 | DP1303653 |
|--------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------|--|-------------------------------------------------------------------------|--------------------------|-----------|

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Table of mm





ALL RETAINING WALLS ARE CONCRETE PANEL AND STEEL I-BEAM  
OFFSETS SHOWN ARE TO FACE OF STEEL I-BEAM

LGA : CAMDEN  
Locality : GREGORY HILLS  
Subdivision No : 14.2022.43  
Lengths are in metres. Reduction Ratio 1:4.

Registered  
18/12/2024

DP1303653

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Registered:  18/12/2024</p> <p>Title System: <b>TORRENS</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>Office Use Only</p> <p><b>DP1303653</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><b>PLAN OF SUBDIVISION OF LOT 441 &amp; LOT 442 IN D.P.1305252</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>LGA: CAMDEN</p> <p>Locality: GREGORY HILLS</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p><b>Survey Certificate</b></p> <p>I, <b>PETER MARK GRAHAM</b> .....<br/>of <b>P. S. GRAHAM &amp; ASSOCIATES PTY. LTD.</b><br/>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(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 20<sup>th</sup> August 2024, or</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ** ..... )<br/>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</del></p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: 'X' - 'Y' .....</p> <p>Type: Urban</p> <p>The terrain is Level-Undulating</p> <p>Signature:  Dated: 9 / 09 / 2024..</p> <p>Surveyor Identification No: 8288.....<br/>Surveyor registered under<br/>the <i>Surveying and Spatial Information Act 2002</i></p> | <p><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p><del>I, ..... (Authorised Officer) in<br/>approving this plan certify that all necessary approvals in regard to the<br/>allocation of the land shown herein have been given.</del></p> <p><del>Signature: .....<br/>Date: .....<br/>File Number: .....<br/>Office: .....</del></p> <p><b>Subdivision Certificate</b></p> <p>I, <b>MICHAEL GRASSO</b> .....<br/>*Authorised Person/*General Manager/*Registered Certifier, certify that<br/>the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision,<br/>new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Registration number: .....</p> <p>Consent Authority: CAMDEN COUNCIL .....</p> <p>Date of endorsement: 22.11.2024 .....</p> <p>Subdivision Certificate number: 19.2022.43 .....</p> <p>File number: DA/2022/43 .....</p> |
| <p>Plans used in the preparation of survey-</p> <p>D.P.'S - 28024, 1235793, 1260211<br/>1272254, 1299660, 1305252</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE:-</p> <ol style="list-style-type: none"><li>1. ENTERPRISE STREET 14.4 WIDE &amp; VARIABLE WIDTH</li><li>2. STANDISH AVENUE 14.4 WIDE</li><li>3. ATHENS STREET 14.4 WIDE &amp; VARIABLE WIDTH</li></ol> <p>TO THE PUBLIC AS PUBLIC ROAD.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>Surveyor's Reference: S.15875 (10LOT) EXN24/057</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Signatures, Seals and Section 88B Statements should appear on<br/>PLAN FORM 6A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



18/12/2024

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 441 &  
LOT 442 IN D.P.1305252

DP1303653

Subdivision Certificate number: 14.2022.43

Date of Endorsement: 22.11.2024

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (C1)
2. EASEMENT TO DRAIN WATER 1.9 WIDE (C2)
3. EASEMENT FOR SUPPORT, ACCESS & MAINTENANCE 0.9 WIDE (D)
4. POSITIVE COVENANT
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND (K)
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND

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

1. RIGHT OF ACCESS VARIABLE WIDTH (No 5) (DP 1269099)

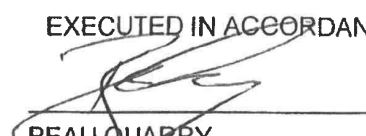
EXECUTED BY NSWSPV 22 PTY. LTD. (ACN 645 921 713) IN ACCORDANCE  
WITH SECTION 127 OF THE CORPORATIONS ACT 2001

  
LUKE CHRISTIAN HARTMAN  
SOLE DIRECTOR / SECRETARY

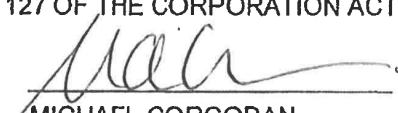
EXECUTION BY MORTGAGEE

SOLIDO CAPITAL  
PARTNERS PTY LTD

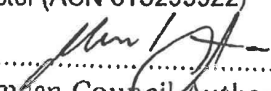
EXECUTED IN ACCORDANCE WITH SECTION 127 OF THE CORPORATION ACT 2001

  
BEAU QUARRY

Director / Secretary (ACN 615299922)

  
MICHAEL CORCORAN

Director (ACN 615299922)

  
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: S.15875 (10LOT) EXN24/057



PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



18/12/2024

Office Use Only

Office Use Only

DP1303653

PLAN OF SUBDIVISION OF LOT 441 &  
LOT 442 IN D.P.1305252

Subdivision Certificate number: 14.2022.43

Date of Endorsement: 22.11.2024

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.

SCHEDULE OF STREET ADDRESSES

|             |            |          |                        |
|-------------|------------|----------|------------------------|
| LOT 1 - 111 | TURNER     | ROAD -   | GREGORY HILLS NSW 2557 |
| LOT 2 - 54  | ENTERPRISE | STREET - | GREGORY HILLS NSW 2557 |
| LOT 3 - 61  | ENTERPRISE | STREET - | GREGORY HILLS NSW 2557 |
| LOT 4 - 55  | STANDISH   | AVENUE - | GREGORY HILLS NSW 2557 |
| LOT 5 - 53  | STANDISH   | AVENUE - | GREGORY HILLS NSW 2557 |
| LOT 6 - 51  | STANDISH   | AVENUE - | GREGORY HILLS NSW 2557 |
| LOT 7 - 49  | STANDISH   | AVENUE - | GREGORY HILLS NSW 2557 |
| LOT 8 - 52  | STANDISH   | AVENUE - | GREGORY HILLS NSW 2557 |
| LOT 9 - 54  | STANDISH   | AVENUE - | GREGORY HILLS NSW 2557 |
| LOT 10 - 43 | ATHENS     | STREET - | GREGORY HILLS NSW 2557 |
| LOT 11 - 50 | STANDISH   | AVENUE - | GREGORY HILLS NSW 2557 |

EXECUTED BY DUKE DEVELOPMENTS AUSTRALIA 5 PTY. LTD. (ACN 645 735 119) IN  
ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT 2001

CIARAN GOODMAN  
SOLE DIRECTOR / SECRETARY

EXECUTION BY MORTGAGEE

EXECUTED IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT 2001

MCH Agency Services Pty Ltd  
(ACN 636 392 928)  
Graham McNamara  
Director

MCH Agency Services Pty Ltd  
(ACN 636 392 928)  
Andrew Tremain  
Director

  
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: S.15875 (10LOT) EXN24/057

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

**DP1303653**

Sheet 1 of 10 sheets

Plan of Subdivision of Lot 441 &  
Lot 442 in D.P.1305252  
Subdivision Certificate 14.2022.43  
Dated 22.11.24

Full name and address of  
Proprietor of land:

**NSWSPV 22 PTY LTD**  
(ACN 645 921 713) &  
**DUKE DEVELOPMENTS AUSTRALIA 5**  
**PTY LTD.** (ACN 645 735 119)  
Level 5, 54 MILLER STREET  
NORTH SYDNEY NSW 2060

**PART 1**

| Number of<br>Item shown<br>in the<br>intention<br>panel on the<br>Plan | Identity of Easement,<br>Restriction or Positive<br>Covenant to be created and<br>referred to in the Plan | Burdened<br>lot(s) or<br>parcel(s): | Benefited lot(s),<br>road(s), bodies or<br>Prescribed<br>Authorities                                                                                                                                                                                             |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                                      | Easement to Drain Water 1.5<br>Wide (C1)                                                                  | 4<br>5<br>6<br>10                   | 5, 6, 7<br>6, 7<br>7<br>PT 11 designated (H)                                                                                                                                                                                                                     |
| 2                                                                      | Easement to Drain Water 1.9<br>Wide (C2)                                                                  | 1                                   | 2                                                                                                                                                                                                                                                                |
| 3                                                                      | Easement for Support, Access<br>and Maintenance 0.9 Wide (D)                                              | 1<br>2<br>3<br>8<br>9<br>10         | 2, &<br>PT 11 designated (F1)<br><br>PT 11 designated (F1)<br>& (F2)<br><br>7, & 6044 in<br>DP1260211<br>& Camden Council<br><br>PT 11 designated (F3)<br>& (F4)<br><br>8 & PT 11 designated<br>(F5) and<br>PT 6045 in<br>DP1260211<br><br>PT 11 designated (F5) |
| 4                                                                      | Positive Covenant                                                                                         | 1 – 10<br>inclusive                 | Camden Council                                                                                                                                                                                                                                                   |

  
NSWSPV 22 PTY LTD.

  
DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD

  
AUTHORISED PERSON  
CAMDEN COUNCIL



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

**DP1303653**

Sheet 2 of 10 sheets

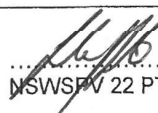
Plan of Subdivision of Lot 441 &  
Lot 442 in D.P.1305252  
Subdivision Certificate 14.2022.43  
Dated 22.11.24

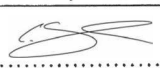
**PART 1 (CONT)**

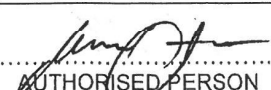
|    |                                    |                                                                                                                                                                                            |                                                                                                                                                                                        |
|----|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5  | Restriction on the Use of Land     | 1 – 10 inclusive                                                                                                                                                                           | Camden Council                                                                                                                                                                         |
| 6  | Restriction on the Use of Land     | 1 - 10 inclusive                                                                                                                                                                           | Camden Council                                                                                                                                                                         |
| 7  | Restriction on the Use of Land     | 1 - 10 inclusive                                                                                                                                                                           | Camden Council                                                                                                                                                                         |
| 8  | Restriction on the Use of Land     | 3, 4, 5, 6, 8, 9, & 10                                                                                                                                                                     | Camden Council                                                                                                                                                                         |
| 9  | Restriction on the Use of Land     | 10                                                                                                                                                                                         | Camden Council                                                                                                                                                                         |
| 10 | Restriction on the Use of Land (K) | Part 2 designated (K),<br>Part 3 designated (K),<br><br>Part 4 designated (K),<br><br>Part 5 designated (K),<br>Part 6 designated (K),<br>Part 7 designated (K),<br>Part 10 designated (K) | 1<br>6044 in<br>DP1260211<br>6035, 6036,<br>6037, & 6040 in<br>DP1260211<br>6040 & 6041 in<br>DP1260211<br>6041 & 6044 in<br>DP1260211<br>6044 in<br>DP1260211<br>6045 in<br>DP1260211 |
| 11 | Restriction on the Use of Land     | 1                                                                                                                                                                                          | Camden Council                                                                                                                                                                         |
| 12 | Restriction on the Use of Land     | 9                                                                                                                                                                                          | Camden Council                                                                                                                                                                         |

**PART 1A**

| Number of<br>Item shown in<br>the intention<br>panel on the<br>Plan | Identity of Easement,<br>Restriction or<br>Positive Covenant to<br>be released and<br>referred to in the Plan | Burdened lot(s)<br>or parcel(s): | Benefited lot(s), road(s),<br>bodies or Prescribed<br>Authorities |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------------------------------|
| 1                                                                   | Right of Access<br>Variable Width (No 5)<br>(DP 1269099)                                                      | 441/1305252                      | 1/1269099<br>(NOW KNOWN AS<br>ENTERPRISE STREET)                  |

  
NSWSPV 22 PTY LTD.

  
DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD

  
AUTHORISED PERSON  
CAMDEN COUNCIL

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

**DP1303653**

Sheet 3 of 10 sheets

Plan of Subdivision of Lot 441 &  
Lot 442 in D.P.1305252  
Subdivision Certificate 14.2022.43  
Dated 22.11.24

**PART 2**

**Terms of Easement to Drain Water 1.5 & 1.9 Wide (C1 & C2) firstly and secondly  
referred to in the plan**

- (i) Easement to Drain Water terms set out in Part 3, Schedule 8 of the Conveyancing Act 1919.
- (ii) The Owner of the Lot Burdened shall not undertake any alteration to the existing surface levels within the Easement or undertake works that may impact on adjoining lots. Fencing across easement sites shall be limited to open form fences.

**Name of Authority whose consent is required to release, vary or modify terms of  
Easement to Drain Water referred to in the Plan is Camden Council.**

**Terms of Easement for Support, Access and Maintenance 0.9 Wide (D) thirdly  
referred to in the plan**

- 1. The owner of the lot burdened must not:
  - (a) Interfere with the retaining wall or the support it offers, or
  - (b) Use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.
  - (c) Must not permit any structures within the easement site that do not form part of the retaining wall except for any eaves, guttering or roof forming part of the dwelling erected on the Lot Burdened that overhangs the easement site, but only to the extent that the eaves or roof do not encroach the easement site by more than 450mm and the guttering remains within the easement site.
- 2. If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefitted may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.
- 3. If the owner of the lot burdened does not comply with the notices set out in clause 2 within 14 days, the owner of the lot benefitted may:
  - (a) Enter the lot burdened and repair the damage or remove the impairment, and
  - (b) Recover its reasonable costs from the owner of the lot burdened.
- 4. In exercising these powers, the owner of the lot benefitted must:
  - (a) Ensure all work is done properly, 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.

**Name of Authority whose consent is required to release, vary or modify terms of  
Easement for Support, Access & Maintenance thirdly referred to in the Plan is  
Camden Council.**

NSWSPX/22 PTY LTD.

DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD

AUTHORISED PERSON  
CAMDEN COUNCIL

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

Sheet 4 of 10 sheets

**DP1303653**

Plan of Subdivision of Lot 441 &  
Lot 442 in D.P.1305252  
Subdivision Certificate 14.2021.43  
Dated 22.11.24

**PART 2(CONT)**

**Terms of Positive Covenant fourthly referred to in the Plan**

- (a) Each owner of the lot(s) burdened will, at their cost, maintain and repair the retaining walls constructed on the lot(s) which are within any Easement for Retaining Wall Support or adjoining the boundary of another lot, and keep the retaining walls maintained and repaired, so that they function in a safe and effective manner as determined by a suitably qualified structural engineer.
- (b) Council will not be liable for any civil disputes that may arise that relates to the retaining walls.

**Name of Authority whose consent is required to release, vary or modify positive covenant fourthly referred to in the plan is Camden Council.**

**Terms of Restriction on The Use of Land fifthly referred to in the plan**

No building shall be erected on the lots hereby burdened unless such footings have been designed by a suitably qualified civil and/or structural engineer.

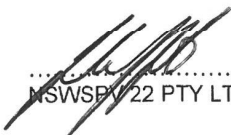
No Excavation, filling or alteration of surface levels can be carried out on or adjacent to any constructed retaining walls unless the works are designed and supervised by a qualified Civil/Structural Engineer or Geotechnical Engineer.

**Name of Authority whose consent is required to release, vary or modify restriction on the use of land fifthly referred to in the plan is Camden Council.**

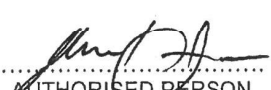
**Terms of Restriction on The Use of Land sixthly referred to in the plan**

No proposed construction works that includes earthworks, imported fill, landscaping, buildings and associated infrastructure shall be constructed on the Lot(s) hereby burdened unless such construction works are carried out or constructed in accordance with the Salinity Management Plan prepared by Douglas Partners (Project 92236.03, dated June 2018) and Council's Engineering Specifications.

**Name of Authority whose consent is required to release, vary or modify restriction sixthly referred to in the plan is Camden Council.**

  
NSWSPV 22 PTY LTD.

  
DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD

  
AUTHORISED PERSON  
CAMDEN COUNCIL

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

Sheet 5 of 10 sheets

**DP1303653**

Plan of Subdivision of Lot 441 &  
Lot 442 in D.P.1305252  
Subdivision Certificate 14.2022.43  
Dated 22.11.24

**PART 2(CONT)**

**Terms of Restriction on The Use of Land seventhly referred to in the Plan**

All driveway locations for the burdened lots must be constructed generally in the same location as detailed on Engineering Design Plans prepared by C&M Consulting Engineers (Approved in SWC.16.2022.43.1 dated 22/12/2023 & SWC. 16.2022.43.2 dated 16/05/2024).

**Name of Authority whose consent is required to release, vary or modify  
restriction seventhly referred to in the plan is Camden Council.**

**Terms of Restriction on the Use of Land eighthly referred to in the Plan**

All future dwellings on the subject allotments are to be designed and constructed in accordance with the design guidelines prepared by A&N Design Group, dated 29 March 2023.

**Name of Authority whose consent is required to release, vary or modify  
restriction eighthly referred to in the plan is Camden Council.**

**Terms of Restriction on the Use of Land ninthly referred to in the Plan**

Bin presentation for garbage collection for the burdened lot is to be obtained from Burton Road until such time as Athens Street is dedicated to Camden Council.

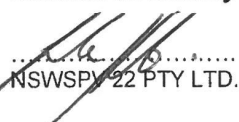
**Name of Authority whose consent is required to release, vary or modify  
restriction ninthly referred to in the plan is Camden Council.**

**Terms of Restriction on the Use of Land (K) tenthly referred to in the Plan**

The owner of the lot burdened must not, or allow any person to alter, remove or destroy any part of the retaining wall located on or adjacent to the Part Lot Burdened designated (K), including any soil, planting, footings or fencing associated with the retaining wall structure.

The owner of the Part Lot Burdened must not permit any structures within the restriction site designated (K) that do not form part of the retaining wall except for any eaves, guttering or roof forming part of the dwelling erected on the Lot Burdened that overhangs the restriction site designated (K), but only to the extent that the eaves or roof do not encroach the restriction site by more than 450mm and the guttering remains within the restriction site.

**Name of Authority whose consent is required to release, vary or modify  
restriction tenthly referred to in the plan is Camden Council.**

  
NSWSPY 22 PTY LTD.

  
DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD

  
AUTHORIZED PERSON  
CAMDEN COUNCIL

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

Sheet 6 of 10 sheets

**DP1303653**

Plan of Subdivision of Lot 441 &  
Lot 442 in D.P.1305252  
Subdivision Certificate 14.2022.43  
Dated 22.11.24

**PART 2(CONT)**

**Terms of Restriction on The Use of Land eleventhly referred to in the Plan**

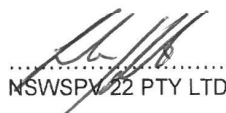
No building shall be erected or permitted to remain on Lot 1 until roadworks construction of Turner Road approved under PRA/2024/494 is completed to the satisfaction of Camden Council. Upon the provision of suitably constructed road, this restriction shall be deemed redundant and may be extinguished.

**Name of Authority whose consent is required to release, vary or modify  
restriction eleventhly referred to in the plan is Camden Council.**

**Terms of Restriction on The Use of Land twelfthly referred to in the Plan**

No building shall be erected or permitted to remain on Lot 9 until a S4.55 to DA 2022/43 has been approved for the construction of the retaining wall between Lot 9 in DP1303653 and Lot 6045 in DP1260211. Upon approval of the modification to DA 2022/43, this restriction shall be deemed redundant and may be extinguished.

**Name of Authority whose consent is required to release, vary or modify  
restriction twelfthly referred to in the plan is Camden Council.**

  
NSWSPV 22 PTY LTD.

  
DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD

  
AUTHORISED PERSON  
CAMDEN COUNCIL

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR RESTRICTIONS ON  
THE USE OF LAND TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT, 1919

Sheet 7 of 10 sheets

DP1303653

Plan of Subdivision of Lot 441 &  
Lot 442 in D.P.1305252  
Subdivision Certificate  
Dated

PART 2

Executed by **NSWSPV 22 PTY LTD**  
(ACN 645 921 713) in accordance with  
Section 127 of the Corporations Act, 2001

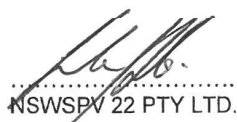


LUKE CHRISTIAN HARTMAN  
SOLE DIRECTOR/SECRETARY

  
Signature of Witness

PHILLIPA LEE MORGAN  
Name of Witness

211/2 THOROGOOD BLVD, NTH  
Address of Witness KELLYVILLE NSW 2155

  
NSWSPV 22 PTY LTD.  
DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD  
AUTHORISED PERSON  
CAMDEN COUNCIL

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR RESTRICTIONS ON  
THE USE OF LAND TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT, 1919

Sheet 8 of 10 sheets

DP1303653

Plan of Subdivision of Lot 441 &  
Lot 442 in D.P.1305252  
Subdivision Certificate  
Dated

PART 2

Executed by **DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD**  
(ACN 645 735 119) in accordance with  
Section 127 of the Corporations Act, 2001



.....  
**CIARAN GOODMAN**  
SOLE DIRECTOR/SECRETARY



.....  
Signature of Witness

Richard Cridland

.....  
Name of Witness

32a Walker Avenue, Gymea NSW

.....  
Address of Witness

.....  
NSWSPV 22 PTY LTD.

.....  
DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD

.....  
AUTHORISED PERSON  
CAMDEN COUNCIL

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR RESTRICTIONS ON  
THE USE OF LAND TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT, 1919

Sheet 9 of 10 sheets

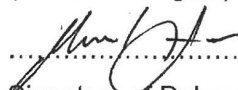
DP1303653

Plan of Subdivision of Lot 441 &  
Lot 442 in D.P.1305252  
Subdivision Certificate  
Dated

PART 2

Camden Council by its authorised delegate pursuant to Section 378 of Local  
Government Act 1993 No 30

Michael Grasso.....  
(name of delegate)

  
Signature of Delegate

Michael Grasso - Team Leader  
Name of Delegate (print) Engineering Certification

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

  
Signature of Witness

BENJAMIN HIBBERT

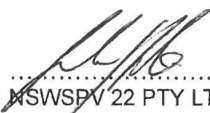
BENJAMIN HIBBERT

Name of Witness (print)

70 Central Avenue

Oran Park

Address of Witness

  
NSWSPV 22 PTY LTD.

  
DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD

  
AUTHORISED PERSON  
CAMDEN COUNCIL



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

**DP1303653**

Sheet 10 of 10 sheets

Plan of Subdivision of Lot 441 &  
Lot 442 in D.P.1305252  
Subdivision Certificate  
Dated

**Execution by Mortgagee under Mortgage AT730362**  
SOLIDO CAPITAL PARTNERS PTY LTD.

EXECUTED BY  
SOLIDO CAPITAL PARTNERS PTY LTD.  
(ACN 615 299 922) IN ACCORDANCE WITH SECTION 127(1) OF THE  
CORPORATION ACT 2001.  
IN THE PRESENCE OF:

  
.....  
BEAU QUARRY  
DIRECTOR / SECRETARY

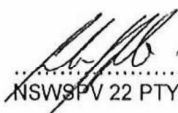
  
.....  
MICHAEL CORCORAN  
DIRECTOR

**Execution by Mortgagee under Mortgage AR596649 & AT821486**  
MCH AGENCY SERVICES PTY LTD.

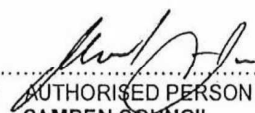
EXECUTED BY  
MCH AGENCY SERVICES PTY LTD.  
(ACN 636 392 928) IN ACCORDANCE WITH SECTION 127(1) OF THE  
CORPORATION ACT 2001.  
IN THE PRESENCE OF:

  
.....  
Graham McNamara  
Director

  
.....  
Andrew Tremain  
Director

  
.....  
NSWSPV 22 PTY LTD.

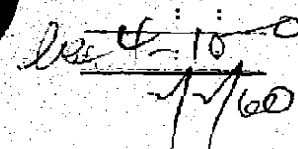
  
.....  
DUKE DEVELOPMENTS AUSTRALIA 5 PTY LTD

  
.....  
AUTHORISED PERSON  
CAMDEN COUNCIL

REGISTERED:



18/12/2024



UNIVERSITY MICROFILMS

LODGED BY Julian L. L. L.

No. \_\_\_\_\_

**PARTIAL DISCHARGE OF MORTGAGE.<sup>1</sup>**  
 (N.B.—Before execution read marginal note.)

I,

*mortgagee under Mortgage No.*  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>1</sup>

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

Signed in the presence of— \_\_\_\_\_

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS<sup>1</sup>**

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ nine hundred and \_\_\_\_\_ the attesting witness to this instrument and declared that he personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that \_\_\_\_\_ he was of sound mind and freely and voluntarily signed the same.

<sup>1</sup> This discharge appropriate to a transfer of part of the land in the Mort. The mortgagee executes a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

<sup>1</sup> Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

<sup>1</sup> To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

|                           |                                                                              |
|---------------------------|------------------------------------------------------------------------------|
| INDEXED<br>               | MEMORANDUM OF TRANSFER<br><u>Covenant</u>                                    |
| Checked by<br>            | Particulars entered in Register Book,<br>Volume <u>7361</u> Folio <u>178</u> |
| Passed (in S.D.B.) by<br> | the <u>17<sup>th</sup></u> day of <u>March</u> 19 <u>60</u> at               |
| Signed by<br>             | <u>35</u> minutes past <u>10</u> o'clock in the <u>fore</u> noon.            |

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

|   |   |                                            |
|---|---|--------------------------------------------|
| 1 | 4 | Received Docs.<br>Nos.<br>Receiving Clerk. |
| 2 | 5 |                                            |
| 3 | 6 |                                            |

**PROGRESS RECORD.**

|                                  | Initials. | Date.          |
|----------------------------------|-----------|----------------|
| Sent to Survey Branch            |           |                |
| Received from Records            |           | <u>14/5/60</u> |
| Draft written                    |           | <u>14/5/60</u> |
| Draft examined                   |           |                |
| Diagram prepared                 |           |                |
| Diagram examined                 |           |                |
| Draft forwarded                  |           |                |
| Supt. of Engrossers              |           |                |
| Cancellation Clerk               |           |                |
| VOL. <u>7871</u> FOL. <u>117</u> |           |                |

**FEES.**

The Fees, which are payable on lodgment, are as follows:—

- £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
  - A supplementary charge of 10s. is made in each of the following—
    - where a restrictive covenant is imposed; or
    - a new easement is created; or
    - a partial discharge of mortgage is endorsed on the transfer.
  - Where a new Certificate of Title must issue the scale charges are—
    - £2 for every Certificate of Title not exceeding 15 folios and without diagram;
    - £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
    - as approved where more than one simple diagram, or an extensive diagram will appear.
- Where the engrossing exceeds 15 folios, an amount of 5s. per folium extra fee is payable.

THIS IS THE ANNEXURE "A" REFERRED TO IN MEMORANDUM OF TRANSFER DATED  
THE 29<sup>th</sup> DAY OF January ONE THOUSAND NINE HUNDRED  
AND SIXTY FROM NARELLAN PARK FARMS PTY. LIMITED TO EPHRAM JOSEPH UTLEY  
AND EUNICE ETHEL UTLEY.

AND the transferee covenants with the transferor as follows:-

For the benefit of the adjoining land owned by the transferor but  
only during the ownership thereof by the transferor its successors  
and assigns other than purchaser on sale that no fence shall be  
erected on the property hereby sold to divide it from such adjoining  
land without the consent of the transferor, but such consent shall  
not be withheld if such fence is erected without expense to the  
transferor and in favour of any person dealing with the transferees,  
such consent shall be deemed to have been given in respect of every  
such fence for the time being erected. And this restriction may be  
released varied or modified by the registered proprietor or proprietors  
in fee simple in possession for the time being of such adjoining land.

THE COMMON SEAL OF NARELLAN PARK FARMS )  
PTY. LIMITED WAS HEREUNTO AFFIXED IN THE )  
PRESENCE OF: B. Franklin )

*Secretary*



SIGNED IN MY PRESENCE BY THE TRANSFEREES )  
EPHRAM JOSEPH UTLEY AND EUNICE ETHEL )  
UTLEY WHO ARE PERSONALLY KNOWN TO ME )

*[Signature]*

*J. Utley*  
*E. Utley*

**B**



R.P. 13.

No.

J. 263763

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

Fees:—

Lodgment

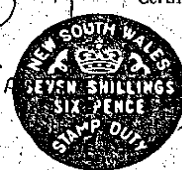
Endorsement

Certification

2:10

3:10

7/2/63



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

a If a less estate, strike out "in fee simple" and interline the required alteration.

b State in full the name of the person who furnished the consideration monies.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

d The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an enclosure signed by the parties and their signatures witnessed. Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

e A very short note will suffice.

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or Notary Public, or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900-1956, Section 168 of the Conveyancing Act, 1919-1954, and Section 52A of the Evidence Act, 1898-1954.

g Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

**L NARELLAN PARK FARMS PTY. LIMITED**

being registered as the proprietor of an estate in 'fee simple' in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of NINE HUNDRED POUNDS (£900.0.0) paid to it by ROBERT WILLIAMSON KEVIN DELANEY and in consideration of the sum of One hundred and forty five pounds (£145.0.0) paid to the said KEVIN DELANEY by the said ROBERT WILLIAMSON (the receipt of both amounts being hereby acknowledged)

do hereby transfer to

**ROBERT WILLIAMSON of 50 Highland Avenue, Bankstown, Butcher**

(herein called transferee)<sup>ca</sup>

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

| County     | Parish   | Reference to Title |      |      | Description of Land (If part only) <sup>d</sup> |
|------------|----------|--------------------|------|------|-------------------------------------------------|
|            |          | Whole or Part      | Vol. | Fol. |                                                 |
| CUMBERLAND | NARELLAN | WHOLE              | 8064 | 19   |                                                 |

And the Transferor covenants with the Transferee in accordance with annexure 'A'

ENCUMBRANCES, &c., REFERRED TO\*

NIL.

Signed at SYDNEY the  
The Common Seal of NARELLAN PARK FARMS  
Signed in my presence by the Transferee  
PTY. LIMITED was hereunto affixed in  
presence of:  
*Robert Williamson*  
*Kevin Delaney*

Signed in my presence by the said KEVIN DELANEY who is personally known to me:  
*Robert Williamson*  
*Kevin Delaney*

Signed in my presence by the transferee ROBERT WILLIAMSON WHO IS PERSONALLY KNOWN TO ME  
*Robert Williamson*  
*Kevin Delaney*

*Robert Williamson*  
Transferor\*  
*Kevin Delaney*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

*Robert Williamson*  
Solicitor for the Transferee(s)  
whose signature cannot be obtained without difficulty and delay.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.



No. **J 263763**

**PARTIAL DISCHARGE OF MORTGAGE\***  
(N.B.—Before execution read marginal note)

LODGED BY **E.T. Macdonell & CO.**  
**380 South Terrace, Melbourne**

I,

*mortgagee under Mortgage No.*  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

i. This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY**

(To be signed at the time of executing the within instrument)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>1</sup>

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Signed in the presence of—

i. Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS<sup>1</sup>**

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_ the attesting witness to this instrument and declared that he personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

j. To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

| INDEXED               | MEMORANDUM OF TRANSFER                                                                                                                            | DOCUMENTS LODGED HEREWITH<br>To be filled in by person lodging dealing |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
|                       |                                                                                                                                                   |                                                                        |
| Checked by            | Particulars entered in Register Book,<br>Volume <u>8064</u> Folio <u>19</u>                                                                       | 1. _____ 4. _____<br>2. _____ 5. _____<br>3. _____ 6. _____            |
| Passed (in S.D.B.) by |                                                                                                                                                   | Received Docs.<br>Nos.<br>Receiving Clerk.                             |
| Signed by             | the <u>7<sup>th</sup></u> day of <u>March</u> , 19 <u>63</u> , at<br><u>30 minutes past 12 o'clock in the afternoon.</u><br><br>Registrar-General |                                                                        |

**PROGRESS RECORD**

|                       | Initials | Date |
|-----------------------|----------|------|
| Sent to Survey Branch |          |      |
| Received from Records |          |      |
| Draft written         |          |      |
| Draft examined        |          |      |
| Diagram prepared      |          |      |
| Diagram examined      |          |      |
| Draft forwarded       |          |      |
| Supt. of Engrossers   |          |      |
| Cancellation Clerk    |          |      |
| VOL.                  |          | FOL. |

"A"

This is the annexure "A" referred to in Memorandum of Transfer dated  
the 30<sup>th</sup> day of January one thousand nine hundred  
and sixty-~~three~~ from NARELLAN PARK FARMS PTY. LIMITED to ROBERT WILLIAMSON  
by the direction of ROBERT WILLIAMSON & KEVIN DELANEY.

AND the transferee covenants with the transferor as follows:  
For the benefit of the adjoining land owned by the transferor but  
only during the ownership thereof by the transferor its successors  
and assigns other than purchasers on sale that no fence shall be  
erected on the property hereby transferred to divide it from such  
adjoining land without the consent of the transferor, but such consent  
shall not be withheld if such fence is erected without expense to the  
transferor and in favour of any person dealing with the transferee,  
such consent shall be deemed to have been given in respect of every  
such fence for the time being erected. And this restriction may be  
released varied or modified by the registered proprietor or proprietors  
in fee simple in possession for the time being of such adjoining land.

THE COMMON SEAL of NARELLAN  
PARK FARMS PTY. LIMITED was  
hereunto affixed in the  
presence of: *Robert  
Scarbary*



SIGNED in my presence by the  
said KEVIN DELANEY who is  
personally known to me:

*K Delaney*

SIGNED in my presence by the  
transferor ROBERT WILLIAMSON  
WHO IS PERSONALLY  
KNOWN TO ME

*R. Williamson*

*Robert  
Scarbary  
Jnr*



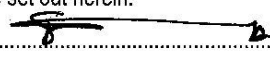


PLAN FORM 6 (2019)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Registered:  13/08/2021</p> <p>Title System: TORRENS</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Office Use Only</p> <p>DP1276136</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p><b>PLAN OF EASEMENT FOR BATTER AND SUPPORT AND RIGHT OF CARRIAGEWAY AFFECTING LOT 31 IN DP 28024</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>LGA: CAMDEN<br/>Locality: GREGORY HILLS<br/>Parish: NARELLAN<br/>County: CUMBERLAND</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>Survey Certificate</p> <p>I, WARREN RAYMOND SAUNDERS<br/>of PREMISE AUSTRALIA PTY LTD – LEVEL 3 SUITE 301 ORAN<br/>PARK PODIUM, ORAN PARK NSW 2571<br/>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(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</p> <p>*(b) The part of the land shown in the plan being Easements affecting Lot 31 and intersecting boundaries 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 7<sup>th</sup> July 2021. The part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 10/06/21</p> <p>Surveyor Identification No: 186<br/>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.<br/>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | <p>Crown Lands NSW/Western Lands Office Approval</p> <p>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.</p> <p>Signature: .....<br/>Date: .....<br/>File Number: .....<br/>Office: .....</p> <p>Subdivision Certificate</p> <p>I, <u>Sugila Mohamed</u><br/>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 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.</p> <p>Signature: <br/>Accreditation number: .....<br/>Consent Authority: CAMDEN COUNCIL<br/>Date of endorsement: <u>19/07/2021</u><br/>Subdivision Certificate number: <u>47.2021.25.1</u><br/>File number: <u>DA/2021/25</u></p> <p>*Strike through if inapplicable.</p> |
| <p>Plans used in the preparation of survey/compilation.</p> <p>DP 1269099      DP 28024<br/>DP 1225998</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>Surveyor's Reference: 321077.10A.DP</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET                                                                                                                                                                                                                                                           |                 | Sheet 2 of 2 sheet(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Registered: 13/08/2021                                                                                                                                                                                                       | Office Use Only | Office Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>PLAN OF EASEMENT FOR BATTER AND SUPPORT AND RIGHT OF CARRIAGEWAY AFFECTING LOT 31 IN DP 28024</b>                                                                                                                                                                                                              |                 | <b>DP1276136</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Subdivision Certificate number: <u>47.2021.25</u><br>Date of Endorsement: <u>19/07/2021</u>                                                                                                                                                                                                                       |                 | This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul> |
| <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, (1919) AS AMENDED IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"><li>1. RIGHT OF CARRIAGEWAY 2.9 AND 7.2 WIDE AND VARIABLE WIDTH (E)</li><li>2. EASEMENT FOR BATTER AND SUPPORT 2.5 WIDE AND VARIABLE WIDTH (S)</li></ol>                   |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <div style="display: flex; justify-content: space-around;"><div><br/>DOUGLAS JAMES STEVENS</div><div><br/>BARBARA JOAN STEVENS</div></div> |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <div style="text-align: right;"><br/>Camden Council Authorised Person</div>                                                                                                                                                   |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| If space is insufficient use additional annexure sheet                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Surveyor's Reference: 321077.10A.DP                                                                                                                                                                                                                                                                               |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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

(Sheet 1 of 4)

Plan **DP1276136**

Plan of Easement for Batter and Support and  
Right of Carriageway affecting Lot 31 in  
Deposited Plan 28024

**Full name and address of the  
owners of the land**

Douglas James Stevens and  
Barbara Joan Stevens  
139 Turner Road  
GREGORY HILLS NSW 2557

**Part 1 (Creation)**

| Number of<br>item shown in<br>the intention<br>panel on the<br>plan. | Identity of easement, profit<br>à prendre, restriction or<br>positive covenant to be<br>created and referred to in<br>the plan. | Burdened lot(s) or<br>parcel(s). | Benefited lot(s), road(s),<br>bodies or Prescribed<br>Authorities. |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------|
| 1                                                                    | Right of Carriageway 2.9<br>and 7.2 wide and variable<br>width (E)                                                              | Lot 31 in DP 28024               | Lot 2 in DP 1269099 &<br>Camden Council                            |
| 2                                                                    | Easement for Batter and<br>Support 2.5 wide and<br>variable width (S)                                                           | Lot 31 in DP 28024               | Lot 2 in DP 1269099                                                |

**Part 2 (Terms)**

**1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

The proprietor of the benefited lot, Camden Council and every person authorised by them may go, pass and repass at all times for all purposes with or without animals or vehicles or both to and from the site of the easement provided that this right of carriageway is a temporary right.

The release of the Right of Carriageway will be completed upon the dedication of Burton Road to the public as public road.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.**

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

  
.....  
Camden Council Authorised Person



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

(Sheet 2 of 4)

Plan **DP1276136**

Plan of Easement for Batter and Support and  
Right of Carriageway affecting Lot 31 in  
Deposited Plan 28024

**2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.**

1. The owner of the lot benefited may--

- (a) construct and maintain on the lot burdened, but only within the site of this easement, whatever batter or embankment is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and
- (b) do anything reasonably necessary for that purpose, including--
  - entering the lot burdened, and
  - taking anything on to the lot burdened, and
  - carrying out work.

2. The owner of the lot burdened must not--

- (a) interfere with the batter or embankment or the support it offers, or
- (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the batter or embankment.

3. If the owner of the lot burdened does or allows anything to be done which damages the batter or embankment or impairs its effectiveness, the owner of the lot benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

4. In exercising those powers (whether or not after serving such a notice), the owner of the lot benefited must--

- (a) ensure all work is done properly, 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.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.**

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

.....<sup>14</sup>  
Camden Council Authorised Person

*AS* *BS*

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

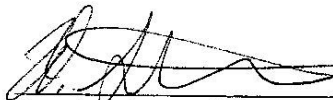
(Sheet 3 of 4)

Plan **DP1276136**

Plan of Easement for Batter and Support and Right of Carriageway affecting Lot 31 in Deposited Plan 28024

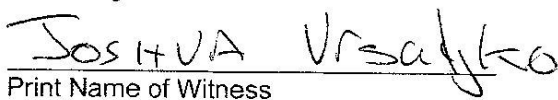
**Part 2 cont'd (Seals and Signatures)**

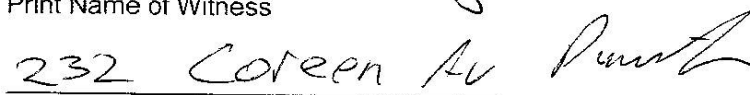
EXECUTED by DOUGLAS JAMES STEVENS)  
& BARBARA JOAN STEVENS )  
in the presence of: )

  
Douglas James Stevens

  
Barbara Joan Stevens

  
Signature of Witness

  
Print Name of Witness

  
Address of Witness

  
Camden Council Authorised Person

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

(Sheet 4 of 4)

Plan **DP1276136**

Plan of Easement for Batter and Support and  
Right of Carriageway affecting Lot 31 in  
Deposited Plan 28024

Executed by **CAMDEN COUNCIL**  
by its Authorised Delegate pursuant to  
S.378 of the Local Government Act 1993  
in the presence of:

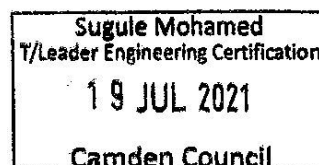
  
\_\_\_\_\_  
Signature of Witness

Daniel Streater  
\_\_\_\_\_  
Print Name of Witness

70 Central Ave  
Oxen Park NSW 2570  
\_\_\_\_\_  
Address of Witness

  
\_\_\_\_\_  
Signature of Authorised Delegate

Sugule Mohamed  
\_\_\_\_\_  
Name and Authorised Delegate



REGISTERED



13/08/2021

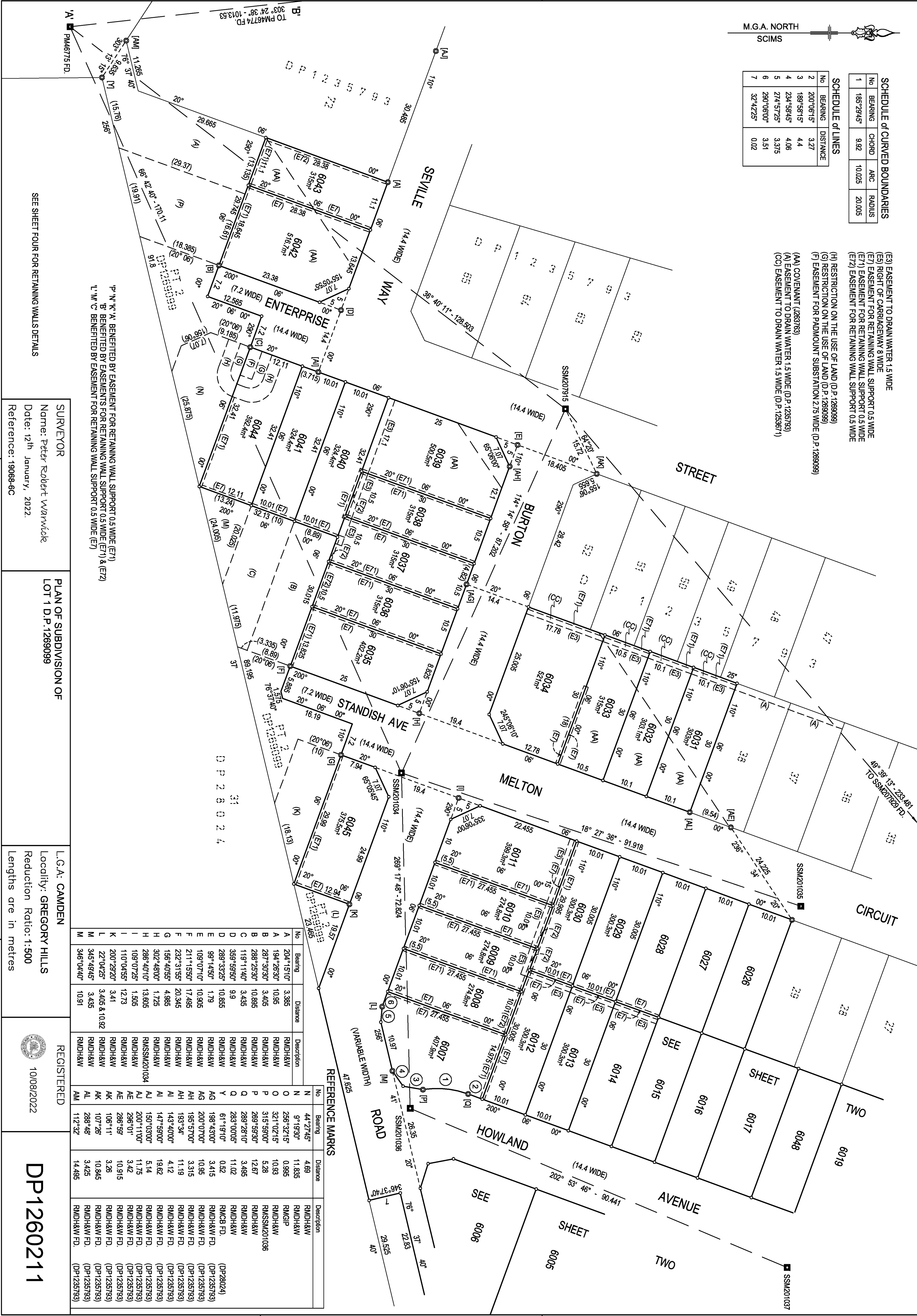
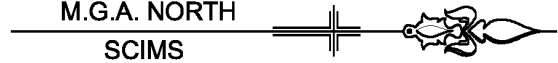




| SCHEDULE of CURVED BOUNDARIES |            |       |        |
|-------------------------------|------------|-------|--------|
| No                            | BEARING    | CHORD | ARC    |
| 1                             | 185°29'45" | 9.92  | 10.025 |
|                               |            |       | 20.005 |

| SCHEDULE of LINES |            |
|-------------------|------------|
| No                | BEARING    |
| 2                 | 200°06'15" |
| 3                 | 189°58'15" |
| 4                 | 234°58'45" |
| 5                 | 274°57'25" |
| 6                 | 290°06'00" |
| 7                 | 32°42'25"  |

- (E3) EASEMENT TO DRAIN WATER 1.5 WIDE
- (E5) RIGHT OF CARRIAGEWAY 8 WIDE
- (E7) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE
- (E71) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE
- (E72) EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE
- (H) RESTRICTION ON THE USE OF LAND (D.P. 1269099)
- (G) RESTRICTION ON THE USE OF LAND (D.P. 1269099)
- (F) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D.P. 1269099)
- (AA) COVENANT (1263793)
- (A) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1235793)
- (CC) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1236671)



P, N, W, A, BENEFITED BY EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E71)  
B, BENEFITED BY EASEMENTS FOR RETAINING WALL SUPPORT 0.5 WIDE (E71) & (E72)  
L, W, C, BENEFITED BY EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E7)

SURVEYOR  
Name: Peter Robert Warwick  
Date: 12th January, 2022.  
Reference: 19068-6C

PLAN OF SUBDIVISION OF  
LOT 1 D.P.1269099

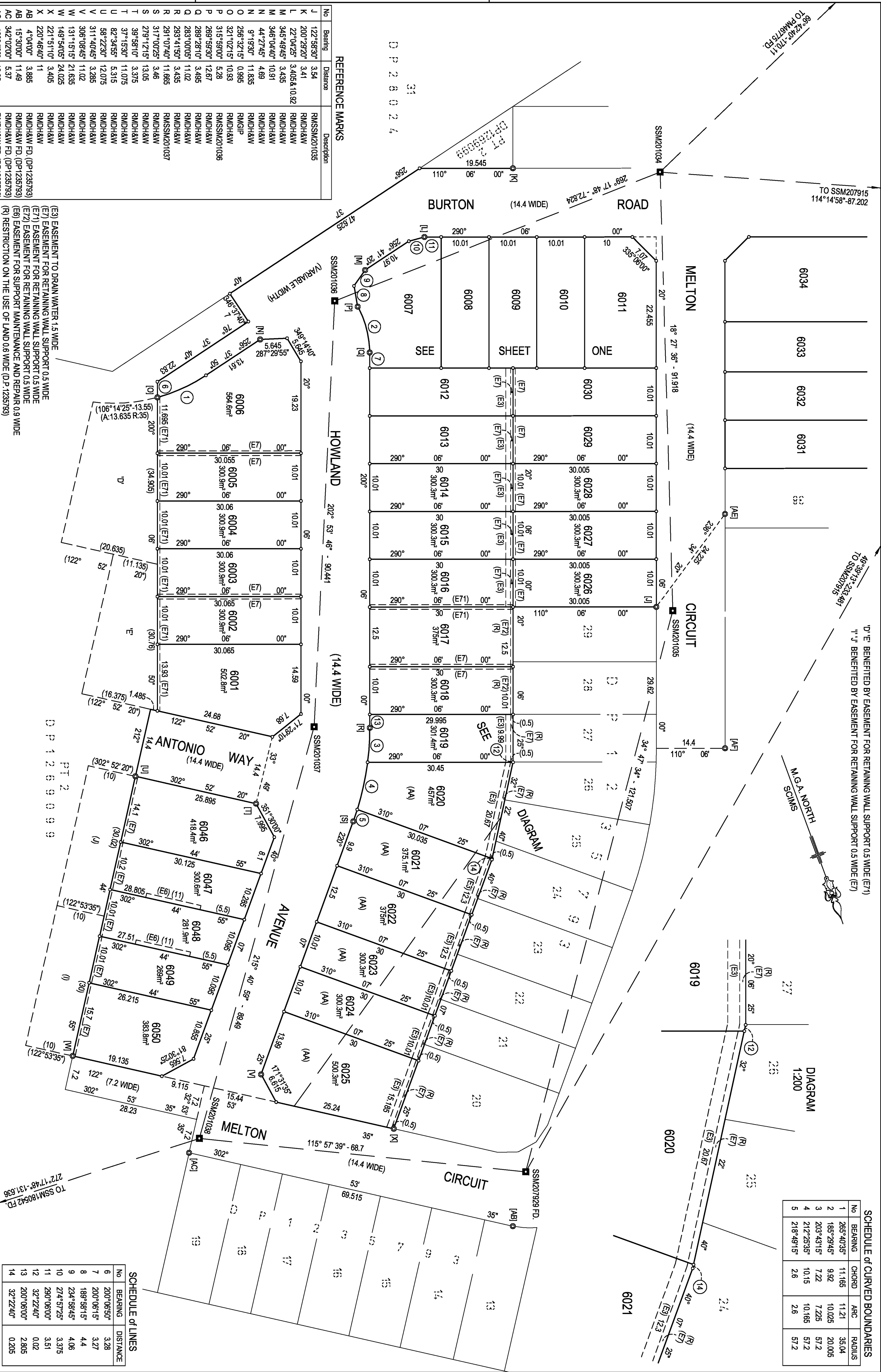
L.C.A: CAMDEN  
Locality: GREGORY HILLS  
Reduction Ratio: 1:500  
Lengths are in metres

REGISTERED  
10/08/2022

DP1260211



| SCHEDULE of CURVED BOUNDARIES |            |        |        |        |
|-------------------------------|------------|--------|--------|--------|
| No                            | BEARING    | CHORD  | ARC    | RADIUS |
| 1                             | 265°40'35" | 11.165 | 11.21  | 35.04  |
| 2                             | 185°29'45" | 9.92   | 10.025 | 20.005 |
| 3                             | 203°43'15" | 7.22   | 7.225  | 57.2   |
| 4                             | 212°25'35" | 10.15  | 10.165 | 57.2   |
| 5                             | 218°49'15" | 2.6    | 2.6    | 57.2   |



| SCHEDULE of LINES |            |          |
|-------------------|------------|----------|
| No                | BEARING    | DISTANCE |
| 6                 | 200°06'50" | 3.28     |
| 7                 | 200°06'15" | 3.27     |
| 8                 | 189°58'15" | 4.4      |
| 9                 | 234°58'45" | 4.06     |
| 10                | 214°57'25" | 3.375    |
| 11                | 280°06'00" | 3.51     |
| 12                | 32°22'40"  | 0.02     |
| 13                | 200°06'00" | 2.805    |
| 14                | 32°22'40"  | 0.205    |

| No | Bearing    | Distance    | Description          |
|----|------------|-------------|----------------------|
| J  | 122°58'30" | 3.54        | RMSSM201035          |
| K  | 200°29'20" | 3.41        | RMH&W                |
| L  | 22°04'25"  | 3.405&10.92 | RMH&W                |
| M  | 345°49'45" | 3.435       | RMH&W                |
| N  | 44°27'45"  | 4.69        | RMH&W                |
| O  | 9°19'30"   | 11.835      | RMH&W                |
| P  | 256°32'15" | 0.995       | RM&GP                |
| Q  | 321°02'15" | 10.93       | RMH&W                |
| R  | 315°59'00" | 5.28        | RMSSM201036          |
| S  | 269°59'30" | 12.67       | RMH&W                |
| T  | 285°00'05" | 11.02       | RMH&W                |
| U  | 233°41'50" | 3.435       | RMH&W                |
| V  | 291°07'40" | 11.665      | RMSSM201037          |
| W  | 317°00'25" | 3.46        | RMH&W                |
| X  | 279°12'15" | 13.05       | RMH&W                |
| Y  | 39°58'10"  | 3.375       | RMH&W                |
| Z  | 37°15'30"  | 11.075      | RMH&W                |
| AA | 82°34'55"  | 5.315       | RMH&W                |
| AB | 58°22'30"  | 12.075      | RMH&W                |
| AC | 311°40'45" | 3.265       | RMH&W                |
| AD | 306°08'45" | 11.02       | RMH&W                |
| AE | 131°15'15" | 21.635      | RMH&W                |
| AF | 149°54'05" | 24.025      | RMH&W                |
| AG | 221°51'10" | 3.405       | RMH&W                |
| AH | 220°46'40" | 11          | RMH&W                |
| AI | 4°04'00"   | 3.865       | RMH&W FD (DP1235793) |
| AJ | 15°30'00"  | 11.49       | RMH&W FD (DP1235793) |
| AK | 342°02'00" | 5.37        | RMH&W FD (DP1235793) |
| AL | 10°04'00"  | 12.85       | RMH&W FD (DP1235793) |
| AM | 236°01'    | 10.915      | RMH&W FD (DP1235793) |
| AN | 290°08'    | 3.42        | RMH&W FD (DP1235793) |
| AO | 287°46'    | 11.04       | RMH&W FD (DP1235793) |

SURVEYOR  
Name: Peter Robert Warwick  
Date: 12<sup>th</sup> January, 2022.  
Reference: 19068-6C

PLAN OF SUBDIVISION OF  
LOT 1 D.P.1269099

L.C.A: CAMDEN  
Locality: GREGORY HILLS  
Reduction Ratio: 1:500  
Lengths are in metres

REGISTERED  
10/08/2022

DP1260211



COORDINATE SCHEDULE

| Mark      | EASTING    | NORTHING    | CLASS | PU   | METHOD       | ORIGIN  | STATE  |
|-----------|------------|-------------|-------|------|--------------|---------|--------|
| PM4674 B' | 293110.810 | 6232382.366 | B     | N/A  | From SCIMS   | MG42020 | Found  |
| PM4675 A' | 293956.967 | 6231824.205 | A     | 0.02 | From SCIMS   | MG42020 | Found  |
| SSM180542 | 294404.992 | 6232043.118 | C     | N/A  | From SCIMS   | MG42020 | Found  |
| SSM201034 | 294113.217 | 6231891.461 | N/A   | N/A  | Cadastral Tr | MG42020 | Placed |
| SSM201035 | 294142.222 | 6231978.649 | N/A   | N/A  | Cadastral Tr | MG42020 | Placed |
| SSM201036 | 294186.036 | 6231892.355 | N/A   | N/A  | Cadastral Tr | MG42020 | Placed |
| SSM201037 | 294221.223 | 6231975.670 | N/A   | N/A  | Cadastral Tr | MG42020 | Placed |
| SSM201038 | 294273.423 | 6232048.359 | N/A   | N/A  | Cadastral Tr | MG42020 | Placed |
| SSM207915 | 294033.709 | 6231927.276 | N/A   | N/A  | Cadastral Tr | MG42020 | Found  |
| SSM207929 | 294211.655 | 6232078.433 | N/A   | N/A  | Cadastral Tr | MG42020 | Found  |

Date

12-01-2022

Scale

1:000031

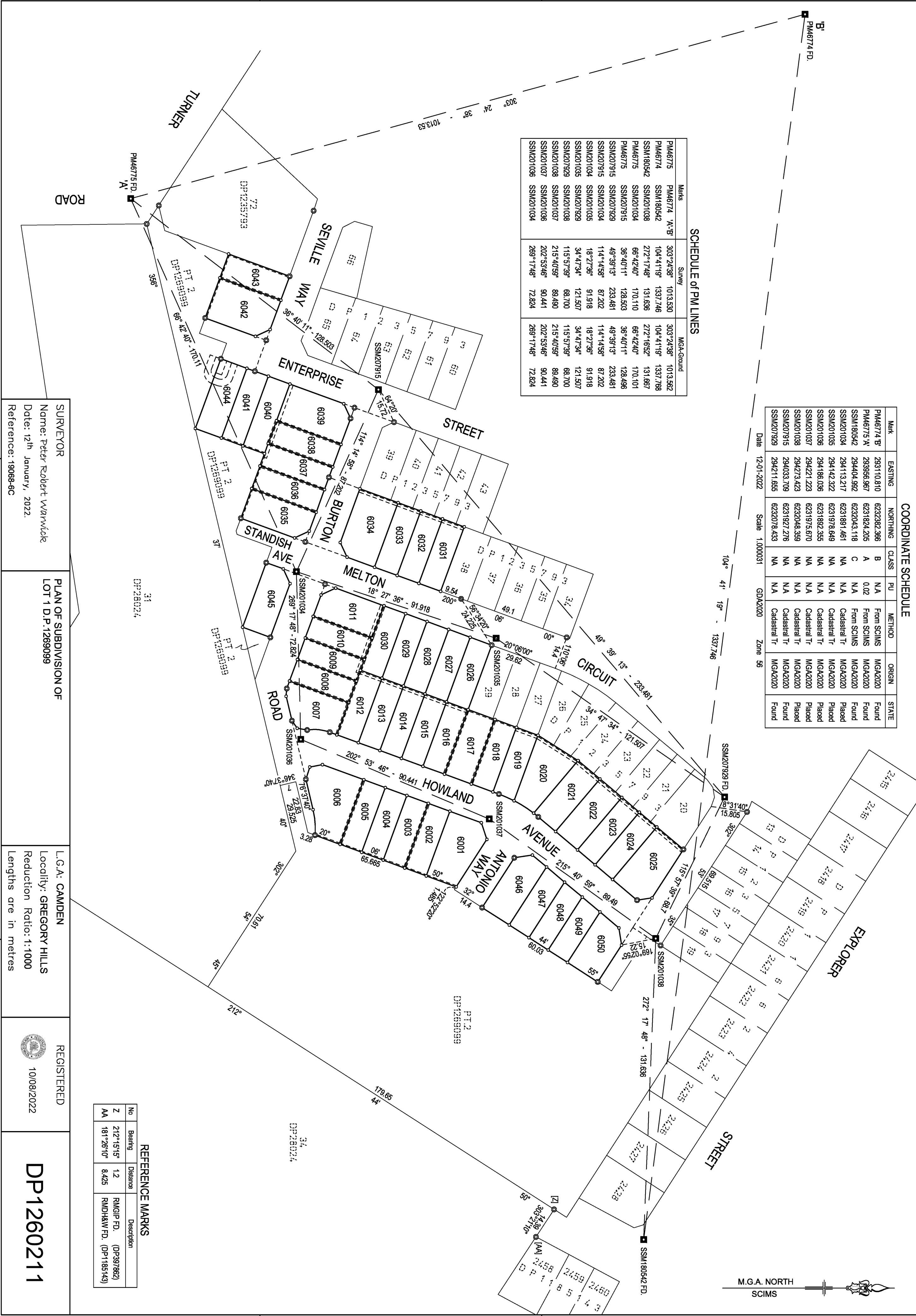
GD42020

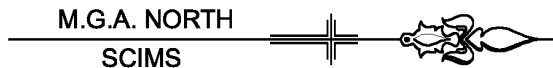
Zone

56

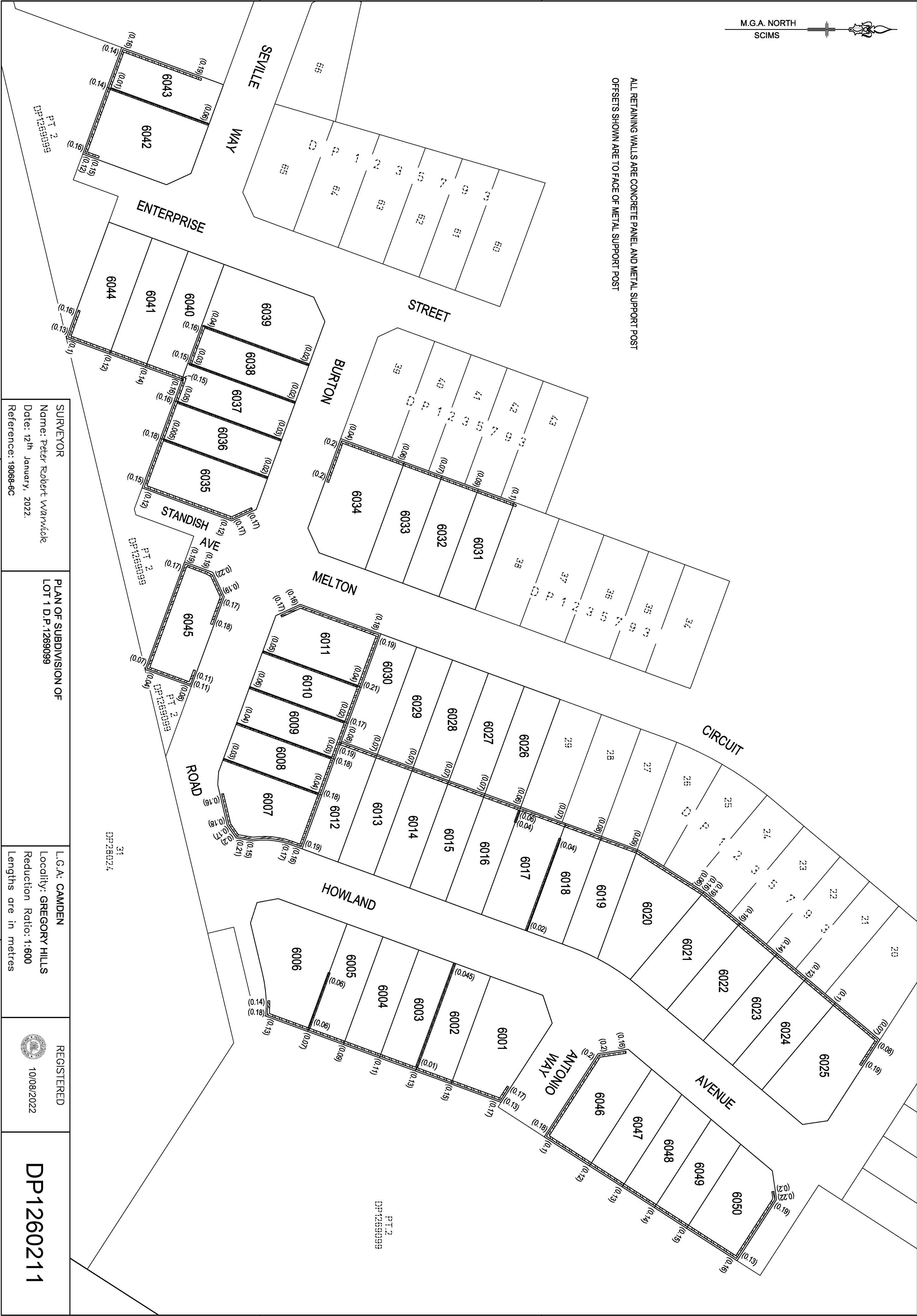
SCHEDULE of PMLINES

| Marks     | Survey        | MGA-Grid            |
|-----------|---------------|---------------------|
| PM4675    | PM46774 A'-B' | 303°24'38" 1013.530 |
| PM4674    | SSM180542     | 104°41'19" 1337.746 |
| SSM180542 | SSM201038     | 272°17'48" 131.636  |
| SSM201038 | SSM201034     | 66°42'40" 170.110   |
| PM4675    | SSM207915     | 36°40'11" 128.496   |
| SSM207915 | SSM207929     | 49°39'13" 233.481   |
| SSM207915 | SSM201034     | 114°14'58" 87.202   |
| SSM201034 | SSM201035     | 18°27'36" 91.918    |
| SSM201035 | SSM207929     | 34°47'34" 121.507   |
| SSM207929 | SSM201038     | 115°57'39" 68.700   |
| SSM201038 | SSM201037     | 215°40'59" 89.490   |
| SSM201037 | SSM201036     | 202°53'46" 90.441   |
| SSM201036 | SSM201034     | 269°17'48" 72.824   |

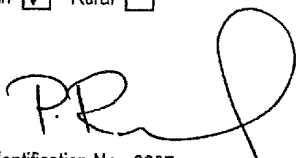




ALL RETAINING WALLS ARE CONCRETE PANEL AND METAL SUPPORT POST  
OFFSETS SHOWN ARE TO FACE OF METAL SUPPORT POST



|                                                                                            |                                             |                                                                                             |                          |           |
|--------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------|-----------|
| SURVEYOR<br>Name: Peter Robert Warwick<br>Date: 12th January, 2022.<br>Reference: 19068-6C | PLAN OF SUBDIVISION OF<br>LOT 1 D.P.1269099 | L.G.A: CAMDEN<br>Locality: GREGORY HILLS<br>Reduction Ratio: 1:600<br>Lengths are in metres | REGISTERED<br>10/08/2022 | DP1260211 |
|--------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------|-----------|

| PLAN FORM 6_E (2020)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | DEPOSITED PLAN ADMINISTRATION SHEET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Sheet 1 of 7 sheet(s) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <p>Registered:  10/08/2022</p> <p>Title System: TORRENS</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | <p>Office Use Only</p> <p><b>DP1260211</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |
| <p><b>PLAN OF SUBDIVISION</b></p> <p>OF LOT 1 DP1269099</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <p>LGA: CAMDEN</p> <p>Locality: GREGORY HILLS</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <p><b>Survey Certificate</b></p> <p>I, PETER ROBERT WARWICK<br/>of VINCE MORGAN SURVEYORS PTY LTD<br/>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>(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 12-Jan-2022</p> <p>(b) <del>Partial Survey</del></p> <p>(c) <b>Compilation</b></p> <p>Datum Line: A - B</p> <p>Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/></p> <p>Signature:  Dated: 12-Jan-2022</p> <p>Surveyor Identification No: 2207</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> |  | <p><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p><del>----- (Authorised Officer) in</del><br/><del>approving this plan certify that all necessary approvals in regard to the</del><br/><del>allocation of the land shown herein have been given.</del></p> <p>Signature: -----</p> <p>Date: -----</p> <p>File Number: -----</p> <p>Office: -----</p>                                                                                                                                                                                                                     |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <p><b>Subdivision Certificate</b></p> <p>I, <b>Sugule Mohamed</b><br/>Authorised Person certify that the provisions of section 6.15 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.</p> <p>Signature: </p> <p>Consent Authority: CAMDEN COUNCIL</p> <p>Date of endorsement: <b>15-07-2022</b></p> <p>Subdivision Certificate number: 14.2018.501.1</p> <p>File number: DA/2018/501/3</p> |                       |
| <p>Plans used in the preparation of survey.</p> <p>DP 1269099<br/>DP 1235793</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE HOWLAND AVENUE, ANTONIO WAY, STANDISH AVENUE, THE EXTENSIONS OF BURTON ROAD AND MELTON CIRCUIT AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.</p>                                                                                                                                                                                                                                                                           |                       |
| <p>Surveyor's Reference: 19068-6C</p> <p>Signatures, Seals and Section 88B Statements should appear on the following sheet(s)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |

PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 7 sheet(s)

|                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Registered:  10/08/2022 | Office Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | DP1260211 |
| PLAN OF SUBDIVISION<br>OF LOT 1 DP1269099                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |
| Subdivision Certificate number: 14.2018.501.1<br>Date of Endorsement: 15.07.2022                         | This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul> |           |

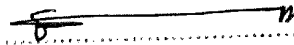
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO;

CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE (E3)
2. EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E7)
3. EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E71)
4. EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E72)
5. EASEMENT FOR SUPPORT MAINTENANCE AND REPAIR 0.9 WIDE (E6)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. POSITIVE COVENANT
9. POSITIVE COVENANT
10. POSITIVE COVENANT
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND

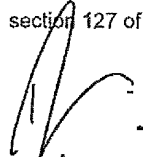
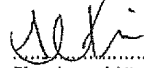
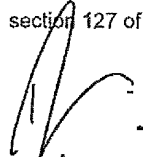
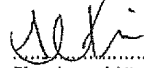
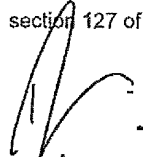
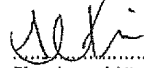
RELEASE:

1. RIGHT OF ACCESS 14.4 & 11 WIDE AND VARIABLE (F) DP1235793
2. RIGHT OF ACCESS VARIABLE WIDTH (J) (NO.4) DP1269099

  
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19068-6C

| PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                  | Sheet 3 of 7 sheet(s) |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------|------------------------------|-------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--|-----------------------------------------------------------|--|-------------------------|--|-------------------------|--|----------------------------------------------|--|----------------------|
| Registered:  10/08/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Office Use Only                                                                                  | Office Use Only       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
| PLAN OF SUBDIVISION<br>OF LOT 1 DP1269099                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                  | <b>DP1260211</b>      |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
| Subdivision Certificate number: 14.2018.501.1<br>Date of Endorsement: <b>5-07-2022</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                  |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
| <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                  |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
| <p>Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified.</p> <p>Company name : DANBREN No.2 PTY LTD</p> <p>Company ACN or ABN : 607 462 966</p> <p>Authority : section 127 of the Corporations Act 2001</p> <table border="0"><tr><td>Signature : </td><td>Signature : </td></tr><tr><td>Name : <b>Daniel Abouaidon</b></td><td>Name : <b>Brent Morrison</b></td></tr><tr><td>Position : Director/Secretary</td><td>Position : Director</td></tr></table><br><table border="0"><tr><td>Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 Under Power of Attorney dated 18<sup>th</sup> November 2002 And registered in New South Wales Book: 4376 Folio: 410 by:<br/><b>Anne Francis</b></td><td>) </td></tr><tr><td>Who certifies that he / she is a Manager / Senior Manager and that he/ she has not received notice of revocation of that Power.</td><td>) Signature of Attorney in the presence of<br/><b>J.A. Forbes</b></td></tr><tr><td></td><td>) Signature of Witness<br/><b>Jessica Alexandra Forbes</b></td></tr><tr><td></td><td>) <b>C. Dec. 131054</b></td></tr><tr><td></td><td>) Print Name of Witness</td></tr><tr><td></td><td>) <b>17/1111 Eagle St, Brisbane QLD 4000</b></td></tr><tr><td></td><td>) Address of Witness</td></tr></table> |                                                                                                  |                       | Signature :  | Signature :  | Name : <b>Daniel Abouaidon</b> | Name : <b>Brent Morrison</b> | Position : Director/Secretary | Position : Director | Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 Under Power of Attorney dated 18 <sup>th</sup> November 2002 And registered in New South Wales Book: 4376 Folio: 410 by:<br><b>Anne Francis</b> | )  | Who certifies that he / she is a Manager / Senior Manager and that he/ she has not received notice of revocation of that Power. | ) Signature of Attorney in the presence of<br><b>J.A. Forbes</b> |  | ) Signature of Witness<br><b>Jessica Alexandra Forbes</b> |  | ) <b>C. Dec. 131054</b> |  | ) Print Name of Witness |  | ) <b>17/1111 Eagle St, Brisbane QLD 4000</b> |  | ) Address of Witness |
| Signature :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Signature :  |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
| Name : <b>Daniel Abouaidon</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Name : <b>Brent Morrison</b>                                                                     |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
| Position : Director/Secretary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Position : Director                                                                              |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
| Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 Under Power of Attorney dated 18 <sup>th</sup> November 2002 And registered in New South Wales Book: 4376 Folio: 410 by:<br><b>Anne Francis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | )             |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
| Who certifies that he / she is a Manager / Senior Manager and that he/ she has not received notice of revocation of that Power.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ) Signature of Attorney in the presence of<br><b>J.A. Forbes</b>                                 |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ) Signature of Witness<br><b>Jessica Alexandra Forbes</b>                                        |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ) <b>C. Dec. 131054</b>                                                                          |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ) Print Name of Witness                                                                          |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ) <b>17/1111 Eagle St, Brisbane QLD 4000</b>                                                     |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ) Address of Witness                                                                             |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |
| Surveyor's Reference: 19068-6C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                  |                       |                                                                                                 |                                                                                                  |                                |                              |                               |                     |                                                                                                                                                                                                                                                  |                                                                                       |                                                                                                                                 |                                                                  |  |                                                           |  |                         |  |                         |  |                                              |  |                      |

PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 7 sheet(s)

Registered:  10/08/2022 Office Use Only

PLAN OF SUBDIVISION  
OF LOT 1 DP1269099

DP1260211

Office Use Only

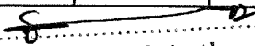
Subdivision Certificate number: 14.2018.501.1

Date of Endorsement: 15-07-2022

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

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

| Lot Number | Sub-Address Number | Address Number | Road Name | Road Type | Locality Name |
|------------|--------------------|----------------|-----------|-----------|---------------|
| 6001       |                    | 12             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6002       |                    | 10             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6003       |                    | 8              | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6004       |                    | 6              | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6005       |                    | 4              | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6006       |                    | 2              | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6007       |                    | 13             | BURTON    | ROAD      | GREGORY HILLS |
| 6008       |                    | 11             | BURTON    | ROAD      | GREGORY HILLS |
| 6009       |                    | 9              | BURTON    | ROAD      | GREGORY HILLS |
| 6010       |                    | 7              | BURTON    | ROAD      | GREGORY HILLS |
| 6011       |                    | 5              | BURTON    | ROAD      | GREGORY HILLS |
| 6012       |                    | 5              | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6013       |                    | 7              | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6014       |                    | 9              | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6015       |                    | 11             | HOWLAND   | AVENUE    | GREGORY HILLS |

  
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19068-6C



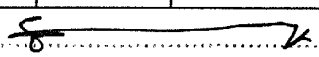
PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 7 sheet(s)

|                                                                                                          |                  |                 |
|----------------------------------------------------------------------------------------------------------|------------------|-----------------|
| Registered:  10/08/2022 | Office Use Only  | Office Use Only |
| PLAN OF SUBDIVISION<br>OF LOT 1 DP1269099                                                                | <b>DP1260211</b> |                 |
| Subdivision Certificate number: 14.2018.501.1<br>Date of Endorsement: 15-07-2022                         |                  |                 |

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

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

| Lot Number | Sub-Address Number | Address Number | Road Name | Road Type | Locality Name |
|------------|--------------------|----------------|-----------|-----------|---------------|
| 6016       |                    | 13             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6017       |                    | 15             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6018       |                    | 17             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6019       |                    | 19             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6020       |                    | 21             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6021       |                    | 23             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6022       |                    | 25             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6023       |                    | 27             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6024       |                    | 29             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6025       |                    | 31             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6026       |                    | 12             | MELTON    | CIRCUIT   | GREGORY HILLS |
| 6027       |                    | 10             | MELTON    | CIRCUIT   | GREGORY HILLS |
| 6028       |                    | 8              | MELTON    | CIRCUIT   | GREGORY HILLS |
| 6029       |                    | 6              | MELTON    | CIRCUIT   | GREGORY HILLS |
| 6030       |                    | 4              | MELTON    | CIRCUIT   | GREGORY HILLS |

  
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19068-6C

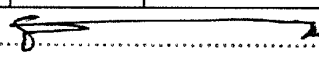
PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 7 sheet(s)

|                                                                                                          |                  |                 |
|----------------------------------------------------------------------------------------------------------|------------------|-----------------|
| Registered:  10/08/2022 | Office Use Only  | Office Use Only |
| PLAN OF SUBDIVISION<br>OF LOT 1 DP1269099                                                                | <b>DP1260211</b> |                 |
| Subdivision Certificate number: 14.2018.501.1<br>Date of Endorsement: 15-07-2022                         |                  |                 |

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

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

| Lot Number | Sub-Address Number | Address Number | Road Name  | Road Type | Locality Name |
|------------|--------------------|----------------|------------|-----------|---------------|
| 6031       |                    | 7              | MELTON     | CIRCUIT   | GREGORY HILLS |
| 6032       |                    | 5              | MELTON     | CIRCUIT   | GREGORY HILLS |
| 6033       |                    | 3              | MELTON     | CIRCUIT   | GREGORY HILLS |
| 6034       |                    | 1              | MELTON     | CIRCUIT   | GREGORY HILLS |
| 6035       |                    | 10             | BURTON     | ROAD      | GREGORY HILLS |
| 6036       |                    | 8              | BURTON     | ROAD      | GREGORY HILLS |
| 6037       |                    | 6              | BURTON     | ROAD      | GREGORY HILLS |
| 6038       |                    | 4              | BURTON     | ROAD      | GREGORY HILLS |
| 6039       |                    | 2              | BURTON     | ROAD      | GREGORY HILLS |
| 6040       |                    | 55             | ENTERPRISE | STREET    | GREGORY HILLS |
| 6041       |                    | 57             | ENTERPRISE | STREET    | GREGORY HILLS |
| 6042       |                    | 2              | SEVILLE    | WAY       | GREGORY HILLS |
| 6043       |                    | 4              | SEVILLE    | WAY       | GREGORY HILLS |
| 6044       |                    | 59             | ENTERPRISE | STREET    | GREGORY HILLS |
| 6045       |                    | 1              | STANDISH   | AVENUE    | GREGORY HILLS |

  
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19068-6C



PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 7 sheet(s)

Registered:  10/08/2022 Office Use Only

PLAN OF SUBDIVISION  
OF LOT 1 DP1269099

DP1260211

Office Use Only

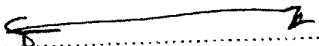
Subdivision Certificate number: 14.2018.501.1

Date of Endorsement: 15-07-2022

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

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

| Lot Number | Sub-Address Number | Address Number | Road Name | Road Type | Locality Name |
|------------|--------------------|----------------|-----------|-----------|---------------|
| 6046       |                    | 14             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6047       |                    | 16             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6048       |                    | 18             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6049       |                    | 20             | HOWLAND   | AVENUE    | GREGORY HILLS |
| 6050       |                    | 22             | HOWLAND   | AVENUE    | GREGORY HILLS |

  
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19068-6C

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.

Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
 covered by Subdivision Certificate No.  
 14.2018.501.1 dated 15.07.2022

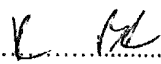
Full name and address  
 of the owner of the land:

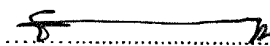
Danbren No. 2 Pty. Ltd.  
 Level 1, 3350 Pacific Highway  
 SPRINGWOOD QLD. 4127

(Sheet 1 of 17 Sheets)

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s):                                                                                                                                                | Benefited lots(s), road(s), bodies or Prescribed Authorities:                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                       | Easement to Drain Water 1.5 wide (E3)                                                                              | 6009<br>6010<br>6011<br><br>6012<br>6013<br>6014<br>6015<br>6016<br>6017<br>6019<br>6020<br>6021<br>6022<br>6023<br>6024<br>6025<br>6031<br><br>6032<br><br>6033<br><br>6034 | 6012 to 6017 incl.<br>6009 & 6012 - 6017incl<br>6009 to 6010 incl. &<br>6012 to 6017 incl.<br>6013 to 6017 incl.<br>6014 to 6017 incl.<br>6015 to 6017 incl.<br>6016 & 6017<br>6017<br>6018<br>6018 & 6019<br>6018 to 6020 incl.<br>6018 to 6021 incl.<br>6018 to 6022 incl.<br>6018 to 6023 incl.<br>6018 to 6024 incl.<br>35/1235793 to<br>38/1235793 incl.<br>6031 & 35/1235793 to<br>38/1235793 incl.<br>6031, 6032 &<br>35/1235793 to<br>38/1235793 incl.<br>6031 to 6033 incl. &<br>35/1235793 to<br>38/1235793 incl. |

  
 Danbren No. 2 Pty Ltd

  
 Delegate  
 Camden Council

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.

Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
 covered by Subdivision Certificate No.  
 14.2018.501.1 dated 15.07.2022

(Sheet 2 of 17 Sheets)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s):                                                                                                                                            | Benefited lots(s), road(s), bodies or Prescribed Authorities:                                                                                                                                                                                                                     |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 continued                                             | Easement to Drain Water 1.5 wide (E3)                                                                              | 6037<br>6038<br>6039                                                                                                                                                     | Pts of 2/1269099 designated(B),(C)&(M)<br>6037&Pts of 2/1269099 designated(B),(C)&(M)<br>6037, 6038 &<br>Pts of 2/1269099 designated(B),(C)&(M)                                                                                                                                   |
| 2                                                       | Easement for Retaining Wall Support 0.5 wide (E7)                                                                  | 6002<br>6003<br>6005<br>6006<br>6007<br>6008<br>6009<br>6010<br>6011<br>6012<br>6013<br>6014<br>6015<br>6016<br>6017<br>6018<br>6019<br>6020<br><br>6021<br>6022<br>6023 | 6003<br>6002<br>6006<br>6005<br>6008<br>6007<br>6010<br>6009<br>6030<br>6030<br>6029<br>6028<br>6027<br>6026<br>6018<br>6017<br>27/1235793<br>26/1235793,<br>25/1235793 &<br>24/1235793<br>24/1235793 &<br>23/1235793<br>23/1235793 &<br>22/1235793<br>22/1235793 &<br>21/1235793 |

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 Danden No. 2 Pty Ltd

Ref: B19068-6C\_02

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 Delegate  
 Camden Council

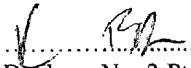
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

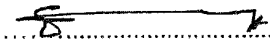
Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
 covered by Subdivision Certificate No.  
 14.2018.501.1 dated 15.07.2022

(Sheet 3 of 17 Sheets)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s):                                                                                                                                                        | Benefited lots(s), road(s), bodies or Prescribed Authorities:                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 continued                                             | Easement for Retaining Wall Support 0.5 wide (E7)                                                                  | 6024<br>6025<br>6026<br>6027<br>6028<br>6029<br>6030<br>6033<br>6034<br>6035<br>6036<br>6037<br>6038<br>6040<br>6041<br>6042<br>6043<br>6044<br>6045<br>6046<br>6047<br>6048<br>6049 | 21/1235793 &<br>20/1235793<br>20/1235793<br>6016<br>6015<br>6014<br>6013<br>6012<br>6034<br>6033<br>6036<br>6035<br>6038<br>6037<br>Pt 2/1269009<br>designated (B)<br>Pt 2/1269009<br>designated (C)<br>6043<br>6042<br>Pt 2/1269099<br>designated (M)<br>Pt 2/1269099<br>designated (L)<br>Pt 2/1269099<br>designated (J)<br>Pt 2/1269099<br>designated (J)<br>Pt 2/1269099<br>designated (J) & (I)<br>Pt 2/1269099<br>designated (I) |

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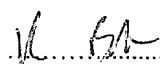
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

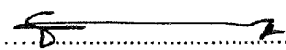
Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
 covered by Subdivision Certificate No.  
 14.2018.501.1 dated 15.07.2022

(Sheet 4 of 17 Sheets)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lots(s), road(s), bodies or Prescribed Authorities: |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------------------------------------|
| 2 continued                                             | Easement for Retaining Wall Support 0.5 wide (E7)                                                                  | 6050                          | Pt 2/1269099 designated (I)                                   |
| 3                                                       | Easement for Retaining Wall Support 0.5 wide (E71)                                                                 | 6001                          | Pt 2/1269099 designated (E)                                   |
|                                                         |                                                                                                                    | 6002                          | Pt 2/1269099 designated (E)                                   |
|                                                         |                                                                                                                    | 6003                          | Pt 2/1269099 designated (E) & Pt 2/1269099 designated (D)     |
|                                                         |                                                                                                                    | 6004                          | Pt 2/1269099 designated (D)                                   |
|                                                         |                                                                                                                    | 6005                          | Pt 2/1269099 designated (D)                                   |
|                                                         |                                                                                                                    | 6006                          | Pt 2/1269099 designated (D)                                   |
|                                                         |                                                                                                                    | 6007                          | 6012                                                          |
|                                                         |                                                                                                                    | 6008                          | 6009                                                          |
|                                                         |                                                                                                                    | 6009                          | 6008                                                          |
|                                                         |                                                                                                                    | 6010                          | 6011                                                          |
|                                                         |                                                                                                                    | 6011                          | 6010                                                          |
|                                                         |                                                                                                                    | 6012                          | 6007, 6008 & 6009                                             |
|                                                         |                                                                                                                    | 6016                          | 6017                                                          |
|                                                         |                                                                                                                    | 6017                          | 6016                                                          |
|                                                         |                                                                                                                    | 6030                          | 6009, 6010 & 6011                                             |
|                                                         |                                                                                                                    | 6031                          | 48/1235793 & 49/1235793                                       |
|                                                         |                                                                                                                    | 6032                          | 49/1235793 & 50/1235793                                       |
|                                                         |                                                                                                                    | 6033                          | 50/1235793 & 51/1235793                                       |
|                                                         |                                                                                                                    | 6034                          | 51/1235793 & 52/1235793                                       |

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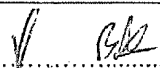
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

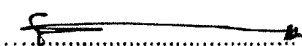
Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
 covered by Subdivision Certificate No.  
 14.2018.501.1 dated 15.07.2022

(Sheet 5 of 17 Sheets)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s):                                                        | Benefited lots(s), road(s), bodies or Prescribed Authorities:                                                                                                                                       |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 continued                                             | Easement for Retaining Wall Support 0.5 wide (E71)                                                                 | 6035<br><br>6036<br>6037<br>6038<br>6039<br>6040<br><br>6042<br>6043<br>6044<br>6045 | Pt 2/1269099 designated (B)<br>6037<br>6036<br>6039<br>6038<br>6038<br><br>Pt 2/1269099 designated (P)<br>Pt 2/1269099 designated (A)<br>Pt 2/1269099 designated (N)<br>Pt 2/1269099 designated (K) |
| 4                                                       | Easement for Retaining Wall Support 0.5 wide (E72)                                                                 | 6008<br>6009<br>6010<br>6017<br><br>6018<br>6036<br><br>6037<br><br>6038<br>6043     | 6012<br>6012 & 6030<br>6030<br>29/1235793 &<br>28/1235793<br>28/1235793<br>Pt 2/1269099 designated (B)<br>Pt 2/1269099 designated (B)<br>6040<br>72/1235793                                         |
| 5                                                       | Easement for Support, Maintenance and Repair 0.9 wide (E6)                                                         | 6047<br>6048                                                                         | 6048<br>6049                                                                                                                                                                                        |

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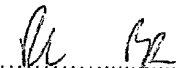
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
 covered by Subdivision Certificate No.  
 14.2018.501.1 dated 15.07.2022

(Sheet 6 of 17 Sheets)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s):                                     | Benefited lots(s), road(s), bodies or Prescribed Authorities: |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------|
| 6                                                       | Restriction on the use of Land                                                                                     | Each lot except                                                   | Every other lot                                               |
| 7                                                       | Restriction on the use of Land                                                                                     | 6001 to 6050 incl.                                                | Camden Council                                                |
| 8                                                       | Positive Covenant                                                                                                  | 6007, 6011, 6025, 6034, 6035, 6039, 6042 & 6043                   | Camden Council                                                |
| 9                                                       | Positive Covenant                                                                                                  | 6001-6006 incl, 6017-6025 incl, 6031-6034 incl. 6043-6050 incl.   | Camden Council                                                |
| 10                                                      | Positive Covenant                                                                                                  | 6001, 6006, 6007, 6011, 6025, 6034, 6035, 6042, 6045, 6046 & 6050 | Camden Council                                                |
| 11                                                      | Restriction on the use of Land                                                                                     | 6025 & 6050                                                       | Camden Council                                                |
| 12                                                      | Restriction on the use of Land                                                                                     | 6035                                                              | Camden Council                                                |
| 13                                                      | Restriction on the use of Land                                                                                     | 6006                                                              | Camden Council                                                |
| 14                                                      | Restriction on the use of Land                                                                                     | 6001-6050 incl.                                                   | Camden Council                                                |
| 15                                                      | Restriction on the use of Land                                                                                     | 6048 & 6049                                                       | Camden Council                                                |
| 16                                                      | Restriction on the use of land                                                                                     | 6045                                                              | Camden Council                                                |

  
 Danbren No. 2 Pty Ltd

  
 Delegate  
 Camden Council

Ref: B19068-6C\_02

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.

Plan: **DP1260211**

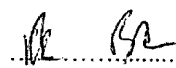
Plan of Subdivision of Lot 1 DP1269099  
covered by Subdivision Certificate No.  
14.2018.501.1 dated 15.07.2022

(Sheet 7 of 17 Sheets)

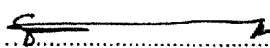
| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s):                                              | Benefited lots(s), road(s), bodies or Prescribed Authorities: |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------|
| 17                                                      | Restriction on the use of Land                                                                                     | 6009-6016 incl.<br>6019-6025 incl.<br>6031-6034 incl.<br>& 6037-6039 incl. | Camden Council                                                |

**Part 1A (Release)**

| Number of item shown in the intention panel on the plan | Identity of easement to be released and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lots(s), road(s), bodies or Prescribed Authorities: |
|---------------------------------------------------------|-----------------------------------------------------------------|-------------------------------|---------------------------------------------------------------|
| 1                                                       | Right of Access 14.4 & 11 wide and variable (F) (DP 1235793)    | 1/1269099                     | Camden Council                                                |
| 2                                                       | Right of Access variable width (J) (no.4) DP 1269099            | 1/1269099                     | 2/1269099                                                     |

  
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Danbren No. 2 Pty Ltd

Ref: B19068-6C\_02

  
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Camden Council



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.

Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
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### Part 2 (Terms)

1. Terms of Easement for Retaining Wall Support 0.5 wide (E7) numbered two (E71) numbered three and (E72) numbered four in the abovementioned plan

1.1 The owner of the lot burdened must not:

- (a) interfere with the retaining wall or the support it offers, or
- (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.

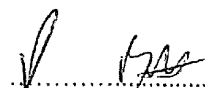
1.2 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.

1.3 If the owner of the lot burdened does not comply with the notice set out in clause 1.2 within 14 days, the owner of the lot benefited may:

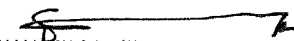
- (a) enter the lot burdened and repair the damage or remove the impairment, and
- (b) recover its reasonable costs from the owner of the lot burdened.

1.4 In exercising these powers, the owner of the lot benefited must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

  
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Darbren No. 2 Pty Ltd

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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.

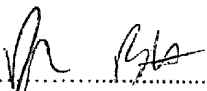
Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
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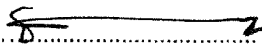
(Sheet 9 of 17 Sheets)

**Part 2 (Terms)**

- (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.
2. Terms of Easement for Support, Maintenance and Repair 0.9 wide (E6) numbered five in the abovementioned plan
- 2.1 The owner of the lot benefited and duly authorized persons may:
- (a) enter upon the burdened lot but only within the site of the easement;
  - (b) do anything reasonably necessary for the purposes of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement;
  - (c) remain on the site of this easement for any reasonable time for the said purposes.
- 2.2 In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
  - (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
  - (d) restore the lot burdened as nearly as practicable to its former conditions; and
  - (e) make good any collateral damage.

  
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**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.**

**Plan: DP1260211**

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**Part 2 (Terms)**

2.3 The owner of the lot burdened shall not do the following over the site of the easement:

- (a) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property;
- (b) erect or permit to be erected any building or structure of any kind, other than roof guttering, on or over the easement;
- (c) allow anything to be done or interfere with any structure constructed adjacent to the easement on the lot benefited.

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

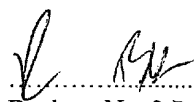
- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Danbren without the consent of Danbren but such consent shall not be withheld if such fence is erected without expense to Danbren provided that this restriction shall remain in force only during such time as Danbren is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan, whichever is the later; and
- (b) In this restriction Danbren means Danbren No. 2 Pty Ltd.

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

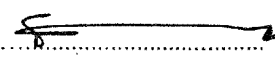
No footings will be permitted to remain on the lots hereby burdened unless such footings have been designed by a suitably qualified civil and/or structural engineer.

**5. Terms of Positive Covenant numbered eight in the abovementioned plan**

Dwelling construction on the lots(s) hereby burdened must comply with the construction requirements and attenuation treatments including window glazing, acoustic seals, external doors and ceiling insulation shall be in accordance with the Acoustic Report prepared by Acoustic Logic Consultancy, Project 20171016-1 Dated 18 April 2018, 135

  
.....  
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.....  
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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.

Plan: **DP1260211**

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**Part 2 (Terms)**

Turner Road, Gregory Hills Traffic Noise Intrusion Assessment – Section 5.1.1 – Zone A.  
Compliance with the above is to be demonstrated for each dwelling application.

Some of the facades may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (CBA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure BCA and AS1668 are achieved may be required. Compliance with the above ventilation requirements is to be demonstrated for each dwelling application on the affected lots.

**6. Terms of Positive Covenant numbered nine in the abovementioned plan**

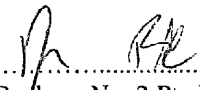
- (a) Each owner of the lot(s) burdened will, at their cost, maintain and repair the retaining walls constructed on the lot(s) which are within any Easement for Retaining Wall Support and adjoining the boundary of another lot, and keep the retaining walls maintained and repaired, so that they function in a safe and effective manner as determined by a suitably qualified structural engineer.
- (b) Council will not be liable for any civil disputes that may arise that relates to the retaining walls.

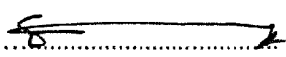
**7. Terms of Positive Covenant numbered ten in the abovementioned plan**

- (a) Each owner of the lot(s) burdened will, at their cost, maintain and repair and keep the retaining walls constructed within the lot burdened and adjoining any public road, maintained and repaired, so that the retaining walls function in a safe and effective manner as determined by a suitably qualified structural engineer.
- (b) Council will not be liable for any civil disputes that may arise that relates to the retaining walls.

**8. Terms of Restriction on the Use of Land numbered eleven in the abovementioned plan**

Vehicular access will be denied to or from the lot hereby burdened across the side (northern) boundary of such lot which adjoins Melton Circuit.

  
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Danbren No. 2 Pty Ltd

  
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Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
covered by Subdivision Certificate No.  
14.2018.501.1 dated 15.07.2022

(Sheet 12 of 17 Sheets)

## Part 2 (Terms)

**9. Terms of Restrictions on the Use of Land numbered twelve in the abovementioned plan**

Vehicular access will be denied to or from the lot hereby burdened across the side (south eastern) boundary of such lot which adjoins Standish Avenue.

**10. Terms of Restrictions on the Use of Land numbered thirteen in the abovementioned plan**

Vehicular access will be denied to or from the lot hereby burdened across the side (southern) boundary of such lot which adjoins Burton Road.

**11. Terms of Restrictions on the Use of Land numbered fourteen in the abovementioned plan**

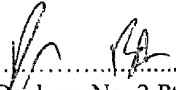
No proposed construction works that includes earthworks, imported fill, landscaping, buildings and associated infrastructure shall be constructed on the lot(s) hereby burdened unless such construction works are carried out or constructed in accordance with the construction and management strategies as contained in the report titled "*Proposed Residential Subdivision 135 Turner Road, Gregory Hills*" prepared by Douglas Partners, Project No. 92236-01 dated October 2017.

**12. Terms of Restrictions on the Use of Land numbered fifteen in the abovementioned plan**

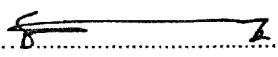
No buildings shall be permitted to be constructed on the lot(s) hereby burdened unless such buildings are constructed within the boundaries of the building envelopes shown on the "Building Envelope Plan" ref 1012-01-C-BEP01 Rev A dated 25<sup>th</sup> February 2020.

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

Vehicular access will be denied to or from the lot hereby burdened across the side (western) boundary of such lot which adjoins Standish Avenue.

  
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Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
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(Sheet 13 of 17 Sheets)

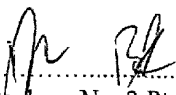
**Part 2 (Terms)**

**14. Terms of Restriction on the use of land numbered seventeen in the abovementioned plan**

The registered proprietor(s) of the lot(s) burdened shall not alter the surface levels within the drainage easement located on the lot burdened and shall not erect any fencing across the easement unless such fence is open form fencing.

**Name of Authority whose consent is required to release, vary or modify terms of easements, restrictions and positive covenants numbered one, two, three, four, five, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen and seventeen in the abovementioned plan**

Camden Council.

  
.....  
Danbren No. 2 Pty Ltd

Ref: B19068-6C\_02

  
.....  
Delegate  
Camden Council

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.

Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
covered by Subdivision Certificate No.  
14.2018.501.1 dated 15.07.2022

(Sheet 14 of 17 Sheets)

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

Corporation: Danbren No. 2 Pty Ltd ACN 607 462 966

Authority: Section 127 Corporations Act 2001

Signature of authorised person:

*Daniel Apodmador*

Name of authorised person:

Office held: Director / Secretary

30 Kangaroo Point RD.

Kangaroo Point NSW 2024

Address of authorised person:

Signature of authorised person:

*Beent Morrison*

Name of authorised person:

Office held: Director

4/64 Ocean St.

Wollahra NSW 2025

Address of authorised person:

Execution by Mortgagee **AQ 976137**

Executed for and on behalf of  
Australia and New Zealand Banking  
Group Limited ABN 11 005 357 522  
Under Power of Attorney dated 18th  
November 2002 And registered in New  
South Wales Book 4376 Folio: 410 by:

*ANDREW MULLER*

Who certifies that he/she is a Manager/  
Senior Manager and that he/she has not  
received notice of revocation of that power.

*[Signature]*  
Danbren No. 2 Pty Ltd

Ref: B19068-6C\_02

*[Signature]*  
Signature of  
Attorney in  
presence of

*[Signature]*  
Signature of  
witness

**OLIVIA HOWELL**  
**111 EAGLE ST**  
**BRISBANE QLD 4000**

Address of  
witness.

*[Signature]*  
Delegate  
Camden Council

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.

Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP 1269099  
covered by Subdivision Certificate No.  
14.2018.501.1 dated 15.07.2022

(Sheet 15 of 17 Sheets)

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

Corporation: NSWSPV 22 Pty Ltd ACN 645 921 713  
Authority: Section 127 Corporations Act 2001

|                                                                          |                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| .....<br>Signature of authorised person: LUKE CHRISTIAN HARTMAN<br>..... | .....<br>Signature of authorised person:<br>.....<br>Name of authorised person:<br>Office held: <del>Director / Secretary</del> Director<br>Sole Director and Secretary<br>12 BRADLEYS HEAD RD<br>.....<br>MOSMAN NSW 2088<br>.....<br>Address of authorised person: |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

.....  
Camden Council Authorised Person



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.

Plan: **DP1260211**

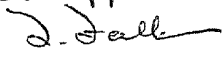
Plan of Subdivision of Lot 1 DP1269099  
covered by Subdivision Certificate No.  
14.2018.501.1 dated 15.07.2022

(Sheet 16 of 17 Sheets)

Execution by Mortgagee **AR351944**



GLENN FORDHAM  
Director -  
T.J. & R.F. FORDHAM PTY. LTD.  
ACN 000 548 354

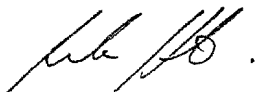
Executed on behalf of  
TJ & RF Fordham Pty Ltd.  
by the authorised persons whose  
signatures appear below  


TERRY FORDHAM  
Director -  
T.J. & R.F. FORDHAM PTY. LTD.

Pursuant to Sec 127 Corporations  
Act 2001

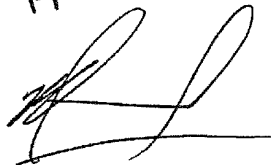
Execution by Mortgagee **AR 725 803**

Creation Homes Group Pty Ltd **ACN 628 771 006**



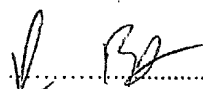
LUKE CHRISTIAN HARTMAN  
DIRECTOR

Executed on behalf of Creation  
Homes Group Pty Ltd by the  
authorised persons whose signatures  
appear below.



MORRIS SYMONDS  
DIRECTOR

Pursuant to Sec 127 Corporations  
Act 2001



Danbren No. 2 Pty Ltd

Ref: B19068-6C\_02



Delegate  
Camden Council

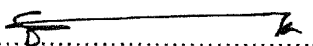
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

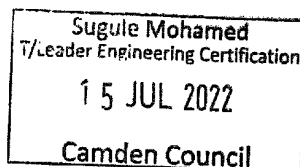
Plan: **DP1260211**

Plan of Subdivision of Lot 1 DP1269099  
covered by Subdivision Certificate No.  
14.2018.501.1 dated 15.07.2022

(Sheet 17 of 17 Sheets)

Camden Council by its authorised delegate  
pursuant to s.378 Local Govt. Act, 1993

  
Signature of delegate



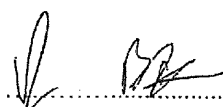
Sugule Mohamed  
Name of delegate

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

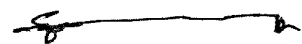
  
Signature of Witness

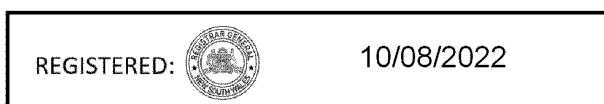
Madeline Rosevear  
Name of Witness

70 Central Avenue Oran Park 2570  
Address of Witness

  
Danbren No. 2 Pty Ltd

Ref: B19068-6C\_02

  
Delegate  
Camden Council





| SURVEYING & SPATIAL INFORMATION REGULATION 2017 : CLAUSE 70(2) |                     |             |       |      |              |
|----------------------------------------------------------------|---------------------|-------------|-------|------|--------------|
| MARK                                                           | M.G.A. CO-ORDINATES |             | CLASS | PU   | METHOD       |
|                                                                | EASTING             | NORTHING    |       |      |              |
| PM 46775                                                       | 293956.965          | 6231824.205 | A     | 0.02 | SCIMS FOUND  |
| SSM 180540                                                     | 294193.190          | 6232179.816 | C     | N/A  | SCIMS FOUND  |
| SSM 180542                                                     | 294404.992          | 6232043.118 | C     | N/A  | SCIMS FOUND  |
| SSM 201036                                                     | 294186.             | 6231892.    | U     | N/A  | SCIMS FOUND  |
| SSM 201037                                                     | 294221.             | 6231976.    | U     | N/A  | SCIMS FOUND  |
| SSM 201038                                                     | 294273.             | 6232048.    | U     | N/A  | SCIMS FOUND  |
| SSM 201482                                                     | 294290.4            | 6231863.6   | U     | N/A  | TRAV. PLACED |
| SSM 201483                                                     | 294330.7            | 6231926.2   | U     | N/A  | TRAV. PLACED |
| SSM 201484                                                     | 294363.6            | 6231977.7   | U     | N/A  | TRAV. PLACED |
| COMBINED SEA LEVEL AND SCALE FACTOR 1.000101 M.G.A. ZONE 56    |                     |             |       |      |              |
| M.G.A. DATUM G.D.A.2020 SOURCE : SCIMS ON 24TH APRIL 2023      |                     |             |       |      |              |

|                                |
|--------------------------------|
| SSM 180542 - PM46775           |
| 243°57'33" 498.597 M.G.A. GRD. |
| 243°57'34" 498.599 SURVEY      |
| SSM 180542 - SSM 201484        |
| 212°17'48" 77.413              |

|                      |
|----------------------|
| SHORT LINE TABLE     |
| 1. 123°20'20" 14.395 |
| 2. 32°15'20" 6.440   |
| 3. 302°53'35" 9.955  |
| 4. 343°36'50" 4.245  |

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 (CLAUSE 71)     |                   |       |                       |                   |
|-----------------------------------------------------------------|-------------------|-------|-----------------------|-------------------|
| MARK                                                            | A.H.D. VALUE      | CLASS | PU                    | HEIGHT DATUM      |
| PM 46775                                                        | 104.928           | LB    | N/A                   | SCIMS (FD.)       |
| SSM 172429                                                      | 113.025           | B     | 0.06                  | SCIMS (FD.)       |
| SSM 201482                                                      | 126.118           | LC    | N/A                   | DIFF. LEVEL (PL.) |
| SSM 201483                                                      | 123.347           | LC    | N/A                   | DIFF. LEVEL (PL.) |
| SSM 201484                                                      | 121.700           | LC    | N/A                   | DIFF. LEVEL (PL.) |
| SCIMS A.H.D. VALUES: 24TH APRIL 2023    HEIGHT DATUM: A.H.D. 71 |                   |       |                       |                   |
| SURVEYING & SPATIAL INFORMATION REGULATION 2017: CLAUSE 69      |                   |       |                       |                   |
| MARK                                                            | HEIGHT DIFFERENCE |       | METHOD                |                   |
| PM 46775 - SSM 201482                                           | +21.19            |       | DIFFERENTIAL LEVELING |                   |
| SSM 201482 - SSM 201483                                         | -2.771            |       | DIFFERENTIAL LEVELING |                   |
| SSM 201483 - SSM 201484                                         | -1.647            |       | DIFFERENTIAL LEVELING |                   |
| SSM 201484 - SSM 172429                                         | -8.675            |       | DIFFERENTIAL LEVELING |                   |
| HEIGHT DATUM: A.H.D. 71                                         |                   |       |                       |                   |

PLAN OF SUBDIVISION OF LOT 2  
IN D.P. 1269099

LGA : CAMDEN

Locality : GREGORY HILLS

Subdivision No:14.2018.1123.1

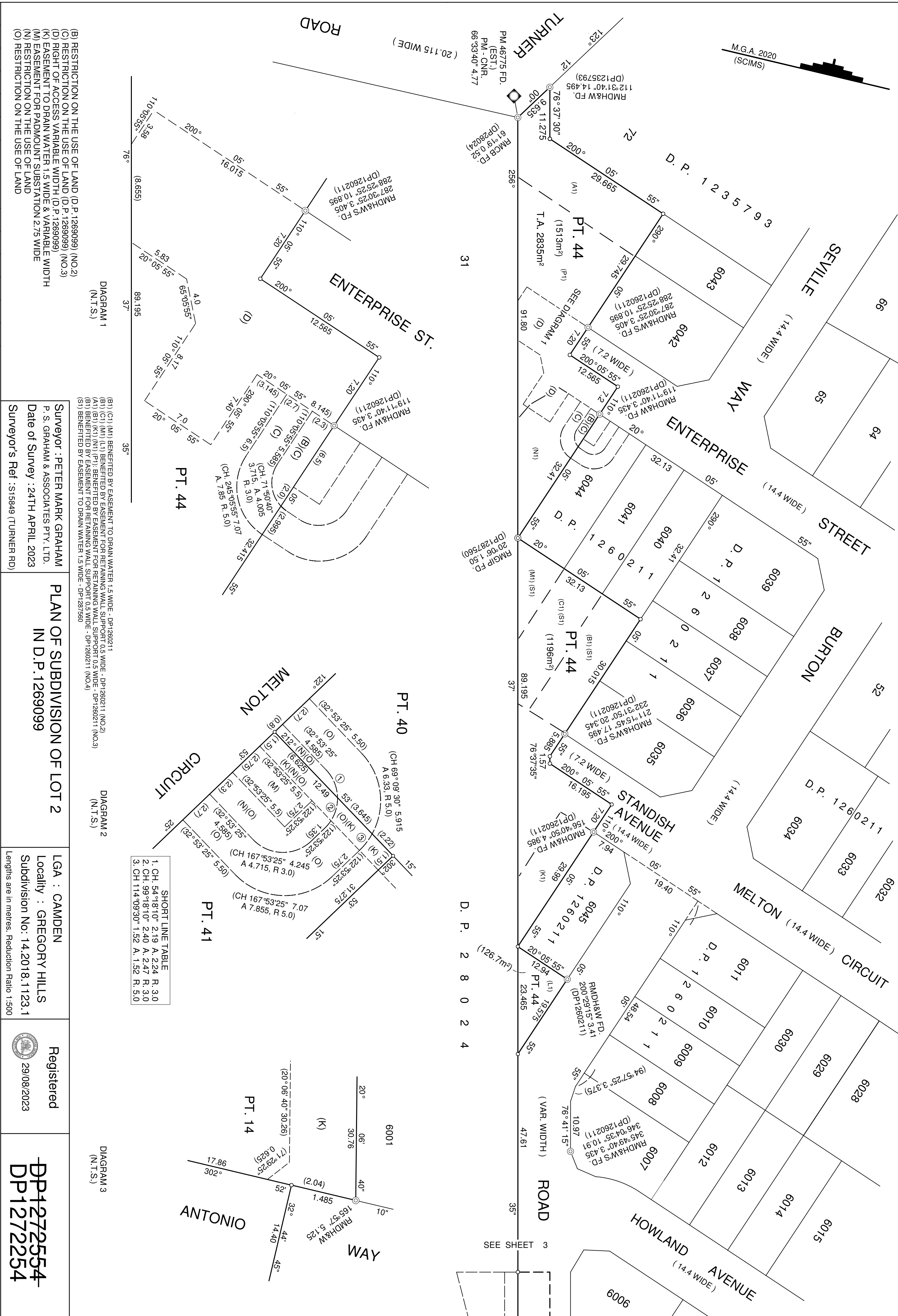
Lengths are in metres. Reduction Ratio 1:1000

Registered



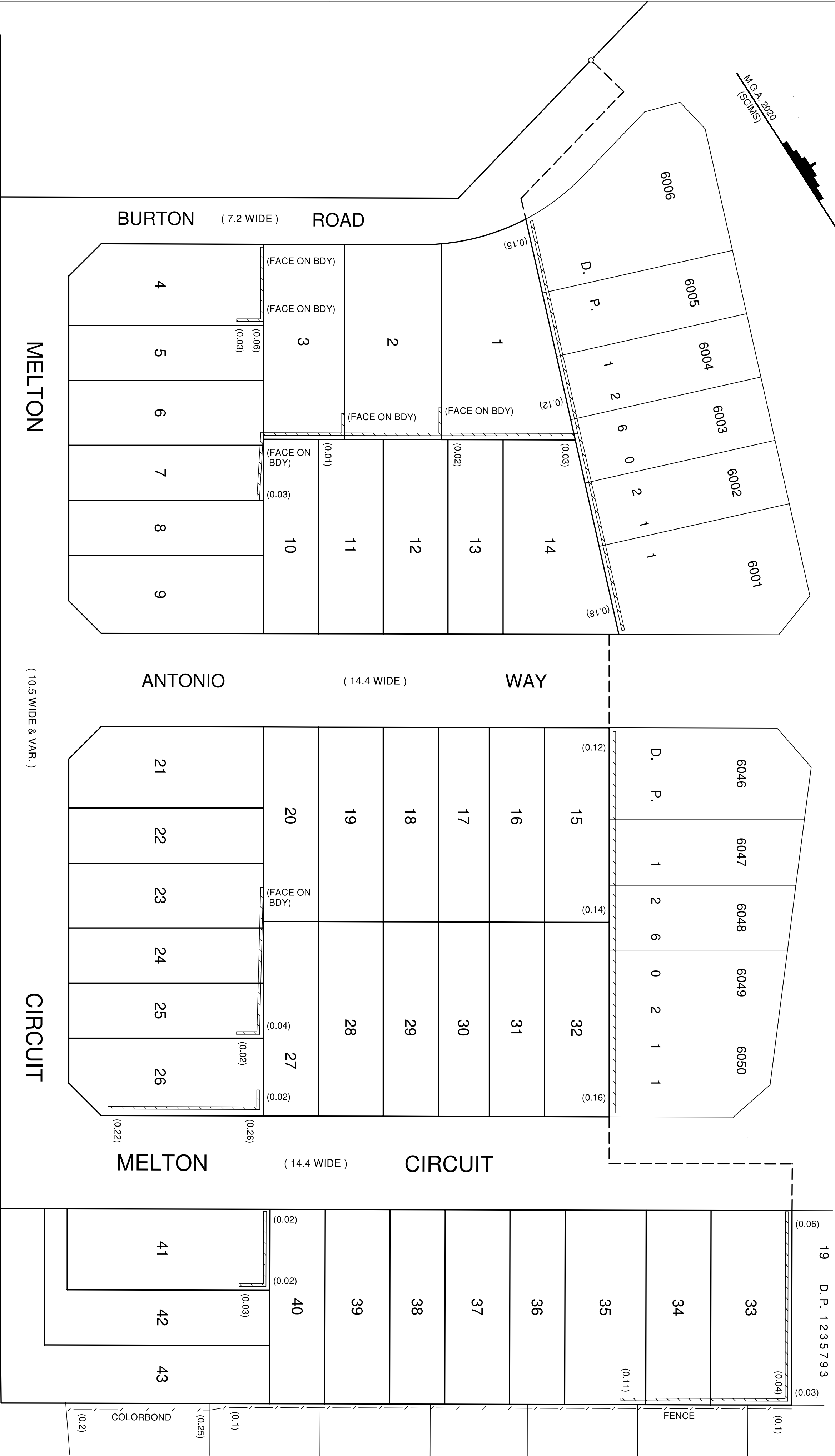
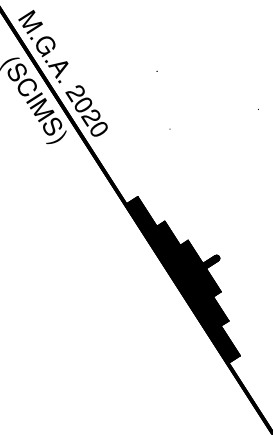
29/08/2023

DP1272254  
DP1272254









ALL RETAINING WALLS ARE CONCRETE PANEL AND METAL SUPPORT POST  
OFFSETS SHOWN ARE TO FACE OF METAL SUPPORT POST

34

D. P. 2 8 0 2 4

Surveyor : PETER MARK GRAHAM  
P. S. GRAHAM & ASSOCIATES PTY. LTD.  
Date of Survey : 24TH APRIL 2023  
Surveyor's Ref : S15849 (TURNER RD)

PLAN OF SUBDIVISION OF LOT 2  
IN D.P. 1269099

LGA : CAMDEN  
Locality : GREGORY HILLS  
Subdivision No : 14,2018,1123,1  
Lengths are in metres, Reduction Ratio 1:400

Registered  
29/08/2023

~~DP1272554~~  
DP1272254

|   |    |    |    |    |    |             |    |     |     |     |     |     |     |
|---|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|-----|
| 0 | 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|---|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|-----|





PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Registered:  29/08/2023

Office Use Only

Office Use Only

DP1272254

Title System: TORRENS

PLAN OF SUBDIVISION OF LOT 2  
IN D.P.1269099

LGA: CAMDEN

Locality: GREGORY HILLS

Parish: NARELLAN

County: CUMBERLAND

Survey Certificate

I, PETER MARK GRAHAM.....

of P. S. GRAHAM & ASSOCIATES PTY. LTD.

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

\*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 24<sup>TH</sup> APRIL 2023....., or

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

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

Datum Line: 'X' - 'Y' .....

Type: Urban

The terrain is Level-Undulating

Signature:  Dated: 5 / 05 / 2023 ..

Surveyor Identification No: 8288 .....

Surveyor registered under  
the *Surveying and Spatial Information Act 2002*

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: .....

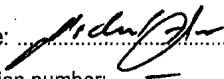
File Number: .....

Office: .....

Subdivision Certificate

I, Michael Grasso.....

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

Signature:  .....

Registration number: .....

Consent Authority: CAMDEN COUNCIL.....

Date of endorsement: 24/08/2023 .....

Subdivision Certificate number: 14.2018.1123.1 .....

File number: DA/2018/1123/1 .....

Plans used in the preparation of Survey-

D.P.'S - 28024 444543 1129749

1166236 1166242 1235793

1260211 1269099 1271557

1276136 1287560

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

IT IS INTENDED TO DEDICATE:-

1. MELTON CIRCUIT 10.5 WIDE & VARIABLE WIDTH, & 14.4 WIDE (SUBJECT TO EXISTING EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (J476019))
2. ANTONIO WAY 14.4 WIDE
3. BURTON ROAD 7.2 WIDE & VARIABLE WIDTH

TO THE PUBLIC AS PUBLIC ROAD

Surveyor's Reference: S15849 (TURNER RD)

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

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 5 sheet(s)

Registered:  29/08/2023

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 2  
IN D.P.1269099**

**DP1272254**

Subdivision Certificate number: 14.2018.1123.1 .....

Date of Endorsement: 24/08/2023 .....

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

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

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

1. EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE (J)
2. EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE WIDTH (K)
3. EASEMENT FOR RETAINING WALL SUPPORT 0.9 WIDE (L)
4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (M)
5. RESTRICTION ON THE USE OF LAND (N)
6. RESTRICTION ON THE USE OF LAND (O)
7. RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH (P)
8. EASEMENT TO DRAIN WATER VARIABLE WIDTH (Q)
9. EASEMENT FOR OVERHEAD POWER LINES VARIABLE WIDTH (R)
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. POSITIVE COVENANT
17. POSITIVE COVENANT
18. RESTRICTION ON THE USE OF LAND
19. RESTRICTION ON THE USE OF LAND

EXECUTED BY NSWSPV 22 PTY. LTD. (ACN 645 921 713) IN ACCORDANCE  
WITH SECTION 127 OF THE CORPORATIONS ACT 2001

  
LUKE CHRISTIAN HARTMAN  
SOLE DIRECTOR / SECRETARY

  
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: S15849 (TURNER RD)



PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)



29/08/2023

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2  
IN D.P.1269099

DP1272254

Subdivision Certificate number: .....14.2018.1123.1.....

Date of Endorsement: .....24/08/2023.....

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.

SCHEDULE OF PROPERTY ADDRESSES

| LOT No | ADDRESS        | LOCALITY      | LOT No | ADDRESS       | LOCALITY      |
|--------|----------------|---------------|--------|---------------|---------------|
| 1      | 17 BURTON RD   | GREGORY HILLS | 23     | 56 MELTON CCT | GREGORY HILLS |
| 2      | 19 BURTON RD   | GREGORY HILLS | 24     | 54 MELTON CCT | GREGORY HILLS |
| 3      | 21 BURTON RD   | GREGORY HILLS | 25     | 52 MELTON CCT | GREGORY HILLS |
| 4      | 23 BURTON RD   | GREGORY HILLS | 26     | 50 MELTON CCT | GREGORY HILLS |
| 5      | 70 MELTON CCT  | GREGORY HILLS | 27     | 48 MELTON CCT | GREGORY HILLS |
| 6      | 68 MELTON CCT  | GREGORY HILLS | 28     | 46 MELTON CCT | GREGORY HILLS |
| 7      | 66 MELTON CCT  | GREGORY HILLS | 29     | 44 MELTON CCT | GREGORY HILLS |
| 8      | 64 MELTON CCT  | GREGORY HILLS | 30     | 42 MELTON CCT | GREGORY HILLS |
| 9      | 14 ANTONIO WAY | GREGORY HILLS | 31     | 40 MELTON CCT | GREGORY HILLS |
| 10     | 12 ANTONIO WAY | GREGORY HILLS | 32     | 38 MELTON CCT | GREGORY HILLS |
| 11     | 10 ANTONIO WAY | GREGORY HILLS | 33     | 53 MELTON CCT | GREGORY HILLS |
| 12     | 8 ANTONIO WAY  | GREGORY HILLS | 34     | 55 MELTON CCT | GREGORY HILLS |
| 13     | 6 ANTONIO WAY  | GREGORY HILLS | 35     | 57 MELTON CCT | GREGORY HILLS |
| 14     | 4 ANTONIO WAY  | GREGORY HILLS | 36     | 59 MELTON CCT | GREGORY HILLS |
| 15     | 3 ANTONIO WAY  | GREGORY HILLS | 37     | 61 MELTON CCT | GREGORY HILLS |
| 16     | 5 ANTONIO WAY  | GREGORY HILLS | 38     | 63 MELTON CCT | GREGORY HILLS |
| 17     | 7 ANTONIO WAY  | GREGORY HILLS | 39     | 65 MELTON CCT | GREGORY HILLS |
| 18     | 9 ANTONIO WAY  | GREGORY HILLS | 40     | 67 MELTON CCT | GREGORY HILLS |
| 19     | 11 ANTONIO WAY | GREGORY HILLS | 41     | 69 MELTON CCT | GREGORY HILLS |
| 20     | 13 ANTONIO WAY | GREGORY HILLS | 42     | 71 MELTON CCT | GREGORY HILLS |
| 21     | 15 ANTONIO WAY | GREGORY HILLS | 43     | 73 MELTON CCT | GREGORY HILLS |
| 22     | 58 MELTON CCT  | GREGORY HILLS | 44     | NO ADDRESS    | GREGORY HILLS |

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: S15849 (TURNER RD)

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:



29/08/2023

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2  
IN D.P.1269099

DP1272254

Subdivision Certificate number: .....14.2018.1123.1 .....

Date of Endorsement: .....24/08/2023.....

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 MORTGAGEE UNDER MORTGAGE NUMBERED AR351944  
T.J. & R.F. FORDHAM PTY LTD

EXECUTED BY

T.J. & R.F. FORDHAM PTY LTD

ABN 56 000 548 354 IN ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT 2001  
IN THE PRESENCE OF

GLENN FORDHAM  
DIRECTOR

TERRY FORDHAM  
DIRECTOR / SECRETARY

.....  
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: S15849 (TURNER RD)

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:



29/08/2023

Office Use Only

Office Use Only

DP1272254

PLAN OF SUBDIVISION OF LOT 2  
IN D.P.1269099

Subdivision Certificate number: .....14.2018.1123.1.....

Date of Endorsement: 24/08/2023

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 MORTGAGEE UNDER MORTGAGE NUMBERED AR725803  
CREATION HOMES GROUP PTY LTD

EXECUTED BY  
CREATION HOMES GROUP PTY LTD  
ACN 628 777 006 IN ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT 2001  
IN THE PRESENCE OF

LUKE CHRISTIAN HARTMAN  
DIRECTOR

MORRIS SYMONDS  
DIRECTOR

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: S15849 (TURNER RD)

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

Sheet 1 of 19 sheets

**DP1272254**

Plan of Subdivision of Lot 2  
in D.P. 1269099  
Subdivision Certificate 14.2018.1123.1  
Dated *24/08/2023*

Full name and address of  
Proprietor of land:

**NSWSPV 22 PTY LTD**  
Level 12, 484 St Kilda Road  
MELBOURNE VIC 3004

**PART 1**

| Number of Item shown<br>in the intention panel<br>on the Plan | Identity of Easement, Restriction or<br>Positive Covenant to be created and<br>referred to in the Plan | Burdened lot(s) or<br>parcel(s):                                                                                                                                             | Benefited lot(s),<br>road(s), bodies or<br>Prescribed Authorities                                                                                                            |
|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                             | Easement for Support,<br>Maintenance and Repair 0.9<br>Wide (J)                                        | 6<br>7<br>8<br>9<br>11<br>12<br>13<br>14<br>15<br>16<br>17<br>18<br>19<br>23<br>24<br>25<br>26<br>28<br>29<br>30<br>31<br>32<br>33<br>35<br>36<br>37<br>38<br>39<br>41<br>42 | 5<br>6<br>7<br>8<br>10<br>11<br>12<br>13<br>16<br>17<br>18<br>19<br>20<br>22<br>23<br>24<br>25<br>27<br>28<br>29<br>30<br>31<br>34<br>36<br>37<br>38<br>39<br>40<br>42<br>43 |

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

**DP1272254**

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Plan of Subdivision of Lot 2  
 in D.P. 1269099  
 Subdivision Certificate 14.2018.1123.1  
 Dated 24/08/2023

**PART 1 (CONT)**

|   |                                                            |    |                            |
|---|------------------------------------------------------------|----|----------------------------|
| 2 | Easement to Drain Water 1.5<br>Wide and Variable Width (K) | 1  | 2, 3                       |
|   |                                                            | 2  | 3                          |
|   |                                                            | 5  | 4                          |
|   |                                                            | 6  | 4, 5                       |
|   |                                                            | 7  | 4, 5, 6                    |
|   |                                                            | 8  | 4, 5, 6, 7                 |
|   |                                                            | 9  | 4, 5, 6, 7, 8              |
|   |                                                            | 14 | 1, 2, 3                    |
|   |                                                            | 15 | 16, 17, 18, 19, 20         |
|   |                                                            | 16 | 17, 18, 19, 20             |
|   |                                                            | 17 | 18, 19, 20                 |
|   |                                                            | 18 | 19, 20                     |
|   |                                                            | 19 | 20                         |
|   |                                                            | 22 | 21                         |
|   |                                                            | 23 | 21, 22                     |
|   |                                                            | 24 | 21, 22, 23                 |
|   |                                                            | 25 | 21, 22, 23, 24             |
|   |                                                            | 26 | 21, 22, 23, 24, 25         |
|   |                                                            | 32 | 15, 16, 17, 18, 19, 20     |
|   |                                                            | 33 | 34, 35, 36, 37, 38, 39, 40 |
|   |                                                            | 34 | 35, 36, 37, 38, 39, 40     |
|   |                                                            | 35 | 36, 37, 38, 39, 40         |
|   |                                                            | 36 | 37, 38, 39, 40             |
|   |                                                            | 37 | 38, 39, 40                 |
|   |                                                            | 38 | 39, 40                     |
|   |                                                            | 39 | 40                         |
|   |                                                            | 41 | 42, 43                     |
|   |                                                            | 42 | 43                         |

  
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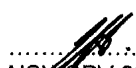
**DP1272254**

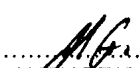
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**PART 1 (CONT)**

|   |                                                                    |                                                  |                                                               |
|---|--------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------|
| 3 | Easement for Retaining Wall<br>Support 0.9 Wide (L)                | 1<br>2<br>10<br>11<br>12<br>13<br>14             | 2<br>1<br>3<br>2, 3<br>1, 2<br>1<br>1                         |
| 4 | Easement for Padmount<br>Substation 2.75 Wide (M)                  | Lot 41                                           | Epsilon<br>Distribution<br>Ministerial Holding<br>Corporation |
| 5 | Restriction on the Use of Land                                     | Part Lot 40 and Part<br>Lot 41<br>Designated 'N' | Epsilon<br>Distribution<br>Ministerial Holding<br>Corporation |
| 6 | Restriction on the Use of Land                                     | Part Lot 40 and Part<br>Lot 41 Designated 'O'    | Epsilon<br>Distribution<br>Ministerial Holding<br>Corporation |
| 7 | Right of Access and<br>Easement for Services<br>Variable Width (P) | Part Lot 42<br>Part Lot 43                       | 43<br>42                                                      |
| 8 | Easement to Drain Water<br>Variable Width (Q)                      | Part Lot 42<br>Part Lot 43                       | 43<br>42 and Camden<br>Council                                |
| 9 | Easement for Overhead<br>Power Lines Variable Width<br>(R)         | 4,5,6,7,8,9,21,22,23,24<br>25,26,41,42,43        | Epsilon<br>Distribution<br>Ministerial Holding<br>Corporation |

  
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**PART 1 (CONT)**

|    |                                |                                                                                             |                |
|----|--------------------------------|---------------------------------------------------------------------------------------------|----------------|
| 10 | Restriction on the Use of Land | 1 – 43 inclusive                                                                            | Camden Council |
| 11 | Restriction on the Use of Land | 5, 7, 8, 10, 13,<br>16, 17, 18, 20,<br>22, 24, 25, 27,<br>29, 30, 31, 36,<br>38, 40, 42, 43 | Camden Council |
| 12 | Restriction on the Use of Land | 42, 43                                                                                      | Camden Council |
| 13 | Restriction on the Use of Land | 1 to 43 inclusive                                                                           | Camden Council |
| 14 | Restriction on the Use of Land | 41, 42, 43                                                                                  | Camden Council |
| 15 | Restriction on the Use of Land | 42, 43                                                                                      | Camden Council |
| 16 | Positive Covenant              | 1, 2, 3, 4, 6, 7,<br>23, 24, 25, 26,<br>33, 34, 35, 41                                      | Camden Council |
| 17 | Positive Covenant              | 26                                                                                          | Camden Council |
| 18 | Restriction on the Use of Land | 1, 3, 7, 10, 13,<br>15, 20, 24, 27,<br>30, 32, 33, 35,<br>40                                | Camden Council |
| 19 | Restriction on the Use of Land | 44                                                                                          | Camden Council |

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR RESTRICTIONS ON THE  
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**PART 2**

**Terms of Easement for Support, Maintenance and Repair 0.9 wide (J) firstly referred  
to in the plan**

1. The owner of the lot benefitted and duly authorised persons may:
  - (a) Enter upon the burdened lot but only within the site of the easement;
  - (b) Do anything reasonably necessary for the purposes of renewing, replacement, painting, repairing and maintaining the dwelling adjacent to this easement;
  - (c) Remain on the site of this easement for any reasonable time for the said purposes.
2. In exercising those powers, the owner of the lot benefitted must:
  - (a) Ensure all work is done properly;
  - (b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
  - (c) Cause as little damage as is practicable to the lot burdened and any improvements on it;
  - (d) Restore the lot burdened as nearly as practicable to its former conditions; and
  - (e) Make good any collateral damage.
3. The owner of the lot burdened shall not do the following over the site of the easement:
  - (a) Carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property;
  - (b) Erect or permit to be erected any building or structure of any kind, other than roof guttering, on or over the easement;
  - (c) Allow anything to be done or interfere with any structure constructed adjacent to the easement on the lot benefitted.

**Name of Authority whose Consent is required to release, vary or modify terms of of  
Easement for Support, Maintenance and Repair firstly referred to in the Plan is  
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR RESTRICTIONS ON THE  
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**PART 2 (CONT)**

**Terms of Easement to Drain Water 1.5 wide and variable width (K) secondly referred to in the plan**

- (i) Easement to Drain Water terms set out in Part 3 Schedule 8 of the Conveyancing Act 1919.
- (ii) The Owner of the Lot Burdened shall not undertake any alteration to the existing surface levels within the Easement or undertake works that may impact on adjoining lots.

**Name of Authority whose Consent is required to release, vary or modify terms secondly referred to in the Plan is Camden Council.**

**Terms of Easement for Retaining Wall Support 0.9 Wide (L) thirdly referred to in the plan**

- 1. The owner of the lot burdened must not:
  - (a) Interfere with the retaining wall or the support it offers, or
  - (b) Use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.
- 2. If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefitted may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.
- 3. If the owner of the lot burdened does not comply with the notices set out in clause 2 within 14 days, the owner of the lot benefitted may:
  - (a) Enter the lot burdened and repair the damage or remove the impairment, and
  - (b) Recover its reasonable costs from the owner of the lot burdened.
- 4. In exercising these powers, the owner of the lot benefitted must:
  - (a) Ensure all work is done properly, and
  - (b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

  
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**PART 2 (CONT)**

**Terms of Easement for Retaining Wall Support 0.9 Wide (L) thirdly referred to in the plan (cont)**

- (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.

**Name of Authority whose Consent is required to release, vary or modify terms of Easement for Retaining Wall Support, thirdly referred to in the Plan is Camden Council.**

**Terms of Easement for Padmount Substation 2.75 Wide (M) fourthly referred to in the plan**

The terms set out in Section 1 of Memorandum No. AR578978 are incorporated into this document.

**Terms of Restriction on the Use of Land fifthly referred to 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 **owner** means the registered proprietor of the lot or torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
- 1.5 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878) and its successors (who may exercise its rights by any persons authorised by it).
- 1.6 **Restriction Site** means that part of the lot or Torrens title land that is affected by this restriction on the use of land..

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR RESTRICTIONS ON THE  
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**PART 2 (CONT)**

**2. Terms of Restriction on the Use of Land fifthly referred to in the plan (con't)**

- 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 prescribed authority with an engineer's certificate to this effect.
- 3.0 The 120/12/120 fire rating and 60/60/60 fire rating must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 No doors or opening windows are permitted to be erected within the restriction site on the external surface of a building within 3 metres from the substation footing.
- 5.0 Electricity Network Assets (Authorised Transactions) Act 2015
- 5.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 5.2 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 the prescribed authority.

  
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**PART 2 (CONT)**

**Terms of Restriction on the Use of Land sixthly referred to in the plan**

**1.0 Definitions**

- 1.1 **Erect** includes construct, install, build and maintain.
- 1.2 **Owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
- 1.3 **Prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorized by it).
- 1.4 **Restriction Site** means that part of the lot or Torrens title land that is affected by the restriction on the use of land.

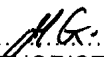
2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

**3.0 Electricity Network Assets (Authorised Transactions) Act 2015**

- 3.1 Notwithstanding any other provision in this Restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority..
- 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 the prescribed authority.

**Name of Authority whose consent is required to release, vary or modify the terms of the easement and restrictions fourthly, fifthly and sixthly referred to in the plan is Epsilon Distribution Ministerial Holding Corporation.**

  
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**PART 2(CONT)**

**Terms of Right of Access and Easement for Services Variable Width (P) seventhly referred to in the above mentioned Plan**

- (i) Right of Access terms as per standard definition contained in Schedule 8, Part 14 of the Conveyancing Act 1919.
- (ii) Easement for Services terms as per standard definition contained in Schedule 8, Part 11 of the Conveyancing Act 1919.

**Name of Authority whose consent is required to release, vary or modify Right of Access & Easement for Services seventhly referred to in the plan is Camden Council.**

**Terms of Easement to Drain Water Variable Width (Q) Eighthly referred to in the abovementioned Plan**

- (i) Easement to Drain Water terms as per standard definition contained in Schedule 8, Part 3 of the Conveyancing Act 1919.
- (ii) The Owner of the Lot Burdened shall not undertake any alteration to the existing surface levels within the Easement or undertake works that may impact on adjoining lots.

**Name of Authority whose consent is required to release, vary or modify Right of Access & Easement for Services seventhly referred to in the plan is Camden Council.**

**Terms of Easement for Overhead Power Lines Variable Width (R) ninthly referred to in the abovementioned Plan**

**1. Definitions**

- 1.1 easement site means that part of the land that is affected by this easement.
- 1.2 electrical equipment includes pole, overhead electrical cable, underground electrical cable, duct, underground earthing system and ancillary equipment.
- 1.3 install includes construct, repair, replace, maintain, modify, use and remove.
- 1.4 land means the lot or torrens title land that is burdened by this easement.
- 1.5 owner means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.6 prescribed authority means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

  
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**PART 2(CONT)**

**Terms of Easement for Overhead Power Lines Variable Width (R) ninthly referred to  
in the abovementioned Plan (cont)**

- 1.7 services includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.8 structure includes building, wall, retaining wall, carport, driveway, swimming pool, and fixed plant equipment; but excludes garden furniture and garden ornament.
2. The prescribed authority may:
  - 2.1 install electrical equipment within the easement site,
  - 2.2 excavate the easement site to install the electrical equipment.
  - 2.3 use the electrical equipment for the transmission of electricity,
  - 2.4 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 2.5 install its own access gates and locks,
  - 2.6 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
  - 2.7 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
3. In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land will restore the land as nearly as practicable to its original condition.
4. The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:
  - 4.1 installing or permitting to be installed any services or structure within the easement site, or
  - 4.2 altering the surface level of the easement site, or
  - 4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

  
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**PART 2(CONT)**

**Terms of Easement for Overhead Power Lines Variable Width (R) ninthly referred to  
in the abovementioned Plan (cont)**

**5. Electricity Network Assets (Authorised Transactions) Act 2015**

- 5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 5.2 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 the prescribed authority.

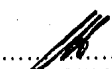
**Name of Authority whose consent is required to release, vary or modify restriction  
ninthly referred to in the plan is Epsilon Distribution Ministerial Holding  
Corporation.**

**Terms of Restriction on The Use of Land tenthly referred to in the plan**

No footings will be permitted to remain on the lots hereby burdened unless such footings have been designed by a suitably qualified civil and/or structural engineer.

No Excavation, filling or alteration of surface levels can be carried out on or adjacent to any constructed retaining walls unless the works are designed and supervised by a qualified Civil/Structural Engineer or Geotechnical Engineer.

**Name of Authority whose consent is required to release, vary or modify restriction  
tenthly referred to in the plan is Camden Council.**

  
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**PART 2(CONT)**

**Terms of Restriction on The Use of Land eleventhly referred to in the plan**

No buildings shall be permitted to be constructed on the lot(s) hereby burdened unless such buildings are constructed within the boundaries of the building envelopes shown on the "Building Envelope Plan" Reference TPO1-Rev E dated 04/06/2021 in Consent 2018/1123/3.

**Name of Authority whose consent is required to release, vary or modify restriction eleventhly referred to in the plan is Camden Council.**

**Terms of Restriction on The Use of Land twelfthly referred to in the plan**

Vehicular access will be denied to or from the lots hereby burdened across the side (northern and eastern) boundaries to Apollo Place.

**Name of Authority whose consent is required to release, vary or modify restriction twelfthly referred to in the plan is Camden Council.**

**Terms of Restriction on The Use of Land thirteenthly referred to in the plan**

No proposed construction works that includes earthworks, imported fill, landscaping, buildings and associated infrastructure shall be constructed on the Lot(s) hereby burdened unless such construction works are carried out or constructed in accordance with the construction and management strategies as contained in the report titled "Salinity Management Plan for Proposed Residential Subdivision 137 Turner Road Gregory Hills NSW" prepared by Douglas Partners Pty Limited dated June 2018 Project No. 92236.03.

**Name of Authority whose consent is required to release, vary or modify restriction thirteenthly referred to in the plan is Camden Council.**

  
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**PART 2(CONT)**

**Terms of Restriction on The Use of Land fourteenthly referred to in the plan**

All household refuse containers for Lots 41, 42 and 43 shall be deposited for refuse collection by Camden Council or its appointed contractor on the road verge of Melton Circuit and adjacent to the accessway in front of Lot 41.

**Name of Authority whose consent is required to release, vary or modify restriction fourteenthly referred to in the plan is Camden Council.**

**Terms of Restriction on The Use of Land fifteenthly referred to in the plan**

Vehicular access must be provided via the constructed driveway located on the southern side of the subject allotment.

**Name of Authority whose consent is required to release, vary or modify restriction fifteenthly referred to in the plan is Camden Council.**

**Terms of Positive Covenant sixteenthly referred to in the Plan**

- (a) Each owner of the lot(s) burdened will, at their cost, maintain and repair the retaining walls constructed on the lot(s) which are within any Easement for Retaining Wall Support or adjoining the boundary of another lot, and keep the retaining walls maintained and repaired, so that they function in a safe and effective manner as determined by a suitably qualified structural engineer.
- (b) Council will not be liable for any civil disputes that may arise that relates to the retaining walls.

**Name of Authority whose consent is required to release, vary or modify restriction sixteenthly referred to in the plan is Camden Council.**

  
NSWSPV 22 PTY LTD

  
AUTHORISED PERSON  
CAMDEN COUNCIL

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

**DP1272254**

Sheet 15 of 19 sheets

Plan of Subdivision of Lot 2  
in D.P. 1269099  
Subdivision Certificate 14.2018.1123.1  
Dated 24/08/2027

**PART 2(CONT)**

**Terms of Positive Covenant seventeenthly referred to in the Plan**

- (a) Each owner of the lot(s) burdened will, at their cost, maintain and repair and keep the retaining walls constructed within the lot burdened and adjoining any public road, maintained and repaired, so that the retaining walls function in a safe and effective manner as determined by a suitably qualified structural engineer.
- (b) Council will not be liable for any civil disputes that may arise that relates to the retaining walls.

**Name of Authority whose consent is required to release, vary or modify restriction seventeenthly referred to in the plan is Camden Council.**

**Terms of Restriction on The Use of Land eighteenthly referred to in the Plan**

All driveway locations for the burdened lots must be constructed in the same location as detailed on Engineering Design Plans (SWC 16.2018.1123.2) prepared by Premise Sheet C100 (Rev 15) and Sheet C101 (Rev 12).

Any future driveway construction for Lot 33 must be placed on the western side of the lot frontage clear of existing stormwater drainage infrastructure.

**Name of Authority whose consent is required to release, vary or modify restriction eighteenthly referred to in the plan is Camden Council.**

**Terms of Restriction on the Use of Land ninteenthly referred to in the Plan**

No further development can be undertaken on the subject land without the approval of Camden Council.

**Name of Authority whose consent is required to release, vary or modify restriction ninteenthly referred to in the plan is Camden Council.**

  
NSWSPV 22 PTY LTD

  
AUTHORISED PERSON  
CAMDEN COUNCIL

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

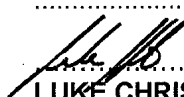
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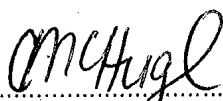
Sheet 16 of 19 sheets

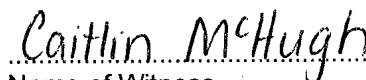
Plan of Subdivision of Lot 2  
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Subdivision Certificate 14.2018.1123.1  
Dated

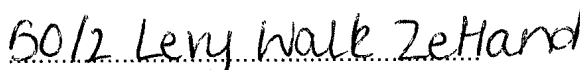
**PART 2**

Executed by **NSWSPV 22 PTY LTD**  
(ACN 645 921 713) in accordance with  
Section 127 of the Corporations Act, 2001

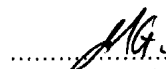
.....  
  
.....  
**LUKE CHRISTIAN HARTMAN**  
SOLE DIRECTOR/SECRETARY

  
.....  
Signature of Witness

  
.....  
Name of Witness

  
.....  
Address of Witness

  
.....  
NSWSPV 22 PTY LTD

  
.....  
AUTHORISED PERSON  
CAMDEN COUNCIL

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

**DP1272254**

Sheet 17 of 19 sheets

Plan of Subdivision of Lot 2  
in D.P. 1269099  
Subdivision Certificate No.  
dated

**PART 2**

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:

  
Digitally signed by  
Megan Dowds  
Date: 2023.05.24  
16:31:50 +10'00'

Name of Witness:

Megan Dowds

Signature of Attorney:

  
Digitally signed by  
Simon Lawton  
Date: 2023.05.24  
15:29:53 +10'00'

Name and position of Attorney:

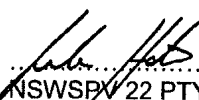
Simon Lawton  
Strategic Property Manager

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

Power of Attorney: Book 4806 No 961

EE reference: URS25254

This document was signed in counterpart  
and witnessed over audio visual link in  
accordance with Section 14G of the  
Electronic Transactions Act 2000.

  
NSWSPV 22 PTY LTD

AUTHORISED PERSON  
CAMDEN COUNCIL

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR RESTRICTIONS ON THE  
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Sheet 18 of 19 sheets

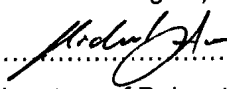
**DP1272254**

Plan of Subdivision of Lot 2  
in D.P. 1269099  
Subdivision Certificate 14.2018.1123.1  
Dated 24/08/2023

**PART 2**

**Camden Council** by its authorised delegate pursuant to Section 378 of Local Government  
Act 1993 No 30

Michael Grasso  
.....  
(name of delegate)

  
.....  
Signature of Delegate

Michael Grasso - Team Leader Engineering Certification  
.....  
Name of Delegate (print)

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

.....  
Signature of Witness

.....  
Name of Witness (print)

.....  
.....  
Address of Witness

  
.....  
NSWSPV 22 PTY LTD

  
.....  
AUTHORISED PERSON  
CAMDEN COUNCIL

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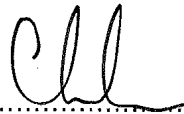
**DP1272254**

Sheet 19 of 19 sheets

Plan of Subdivision of Lot 2  
in D.P. 1269099  
Subdivision Certificate 14.2018.1123.1  
Dated **24/08/2023**

**Execution by Mortgagee under Mortgage Numbered AR351944  
T.J. & R.F. FORDHAM PTY LTD**

EXECUTED BY  
T.J. & R.F. FORDHAM PTY LTD  
ACN 000 548 354 IN ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS  
ACT 2001  
IN THE PRESCENCE OF:



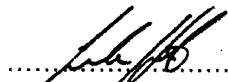
.....  
GLENN FORDHAM  
DIRECTOR



.....  
TERRY FORDHAM  
DIRECTOR/SECRETARY

**Execution by Mortgagee under Mortgage Numbered AR725803  
CREATION HOMES GROUP PTY LTD**

EXECUTED BY  
CREATION HOMES GROUP PTY LTD  
ACN 000 548 354 IN ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS  
ACT 2001  
IN THE PRESCENCE OF:



.....  
LUKE CHRISTIAN HARTMAN  
DIRECTOR



.....  
MORRIS SYMONDS  
DIRECTOR



.....  
NSWSPV 22 PTY LTD



.....  
AUTHORISED PERSON  
CAMDEN COUNCIL

REGISTERED:



29/08/2023

**PLANNING CERTIFICATE UNDER  
SECTION 10.7  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

**APPLICANT:** InfoTrack Pty Ltd  
135 King Street  
NSW 2000

Certificate number: 20231714  
Reference number: 1208017  
Certificate issue date: 17/01/2025  
Certificate fee: \$69.00  
Applicant's reference: 458550  
Property number: 1196154  
Applicant's email: [ecertificates@infotrack.com.au](mailto:ecertificates@infotrack.com.au)

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 2 DP: 1303653  
Address: **54 Enterprise Street GREGORY HILLS NSW 2557**

**BACKGROUND INFORMATION**

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act 1979 (the Act).



## **1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

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

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

*proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

### **STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

**Note:** The above SEPPs may apply subject to the relevant criteria and requirements as listed in each chapter of the policies.

### **LOCAL ENVIRONMENTAL PLANS (LEPs)**

The land is not within a Local Environmental Plan.





## **DEVELOPMENT CONTROL PLANS (DCPs)**

Turner Road Precinct Development Control Plan 2007, as amended

## **PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Housing) 2021 - Proposed amendments - manufactured home estates, caravan parks and camping grounds

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – temporary uses in future infrastructure corridors; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

## **PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)**

No.

## **DRAFT DEVELOPMENT CONTROL PLANS (DCPs)**

Draft Turner Road Precinct DCP – Housekeeping Amendment

**Note:** The above draft SEPPs, draft LEPs or draft DCPs may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

## **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

The following matters apply for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) ZONE R1 GENERAL RESIDENTIAL - ORAN PARK AND TURNER ROAD PRECINCT PLAN

(b) In this zone, development for the following purposes is -

(i) Permitted without consent

Nil

(ii) Permitted with consent

Any other development not specified in item (i) or (iii)

(iii) Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities); Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger



transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies

(c) Whether additional permitted uses apply to the land,

No.

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

R1 General Residential:

Oran Park and Turner Road Precinct Plan, Section 4.1A, fixes a minimum 300m<sup>2</sup> for the erection of a dwelling house; however, exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m<sup>2</sup> and minimum 225m<sup>2</sup>

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

No.

(f) Whether the land is in a conservation area, however described,

No.

(g) Whether an item of environmental heritage however described, is located on the land

No.

### **3 CONTRIBUTIONS**

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 –

(a) the name of the region

No



(b) the name of the Ministerial planning order in which the region is identified

No

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

*continued 7.23 determination* means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

**Note:** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

## 4 COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(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) a restriction applies to the land, but it may not apply to all of the land, and

(b) 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.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

## HOUSING CODE

Complying development MAY be carried out on the land

## RURAL HOUSING CODE

Complying development MAY be carried out on the land.



## **LOW RISE HOUSING DIVERSITY CODE**

Complying development MAY be carried out on the land.

**Note:** Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—

- (a) for the purposes of dual occupancies, and
- (b) carried out on land in Zone R2 Low Density Residential, and
- (c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

## **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development MAY be carried out on the land

## **GREENFIELD HOUSING CODE**

Complying development MAY be carried out on the land.

**Note:** The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the SEPP (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

## **INLAND CODE**

The Inland Code does not apply to the Camden Local Government Area.

## **HOUSING ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **GENERAL DEVELOPMENT CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE**

Complying development MAY be carried out on the land.

## **CONTAINER RECYCLING FACILITIES CODE**

Complying development MAY be carried out on the land.



## **SUBDIVISIONS CODE**

Complying development MAY be carried out on the land.

## **DEMOLITION CODE**

Complying development MAY be carried out on the land.

## **FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **5 EXEMPT DEVELOPMENT**

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

## **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

## **ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

## **TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land



Where exempt development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land, or
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section—

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

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

No.

## **7 LAND RESERVED FOR ACQUISITION**

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No.

## **8 ROAD WIDENING AND ROAD REALIGNMENT**

Whether the land is affected by road widening or road realignment under—

- (a) the Roads Act 1993, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No.

## **9 FLOOD RELATED DEVELOPMENT CONTROLS**

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.



Yes.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No response required

(3) In this section—

*flood planning area* has the same meaning as in the Flood Risk Management Manual.

*Flood Risk Management Manual* means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

*probable maximum flood* has the same meaning as in the Flood Risk Management Manual.

## **10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—

*adopted policy* means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

### **LAND SLIP**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

### **BUSH FIRE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.

### **TIDAL INUNDATION**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

### **SUBSIDENCE**



The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence.

## **ACID SULFATE SOILS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulfate soils.

## **CONTAMINATION**

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

## **AIRCRAFT NOISE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of aircraft noise.

## **SALINITY**

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to the requirements in the relevant Development Control Plan that applies to the land.

## **COASTAL HAZARDS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of coastal hazards.

## **SEA LEVEL RISE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of sea level rise.

## **11 BUSH FIRE PRONE LAND**

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

No.



## 12 LOOSE-FILL ASBESTOS INSULATION

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

No.

## 13 MINE SUBSIDENCE

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

## 14 PAPER SUBDIVISION INFORMATION

(1) The name of a development plan adopted by a relevant authority that—

- (a) applies to the land, or
- (b) is proposed to be subject to a ballot.

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

(3) Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

## 15 PROPERTY VEGETATION PLANS

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No.

## 16 BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

No.



## **17 BIODIVERSITY CERTIFIED LAND**

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

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

All or part of the subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: [www.camden.nsw.gov.au/environment/biodiversity](http://www.camden.nsw.gov.au/environment/biodiversity)

## **18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

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

No.

## **19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

Not Applicable.

## **20 WESTERN SYDNEY AEROTROPOLIS**

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,

No.

(b) or shown on the Lighting Intensity and Wind Shear Map,

No.

(c) or shown on the Obstacle Limitation Surface Map,

No.

(d) or in the “public safety area” on the Public Safety Area Map,

No.



(e) or in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

No.

## **21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

No.

## **22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

No.

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

No.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

No.

(4) In this section—

*former site compatibility certificate* means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

## **23 WATER OR SEWERAGE SERVICES**

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Not applicable.



**Note:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

## **MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997**

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

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

No.

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

No.

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

No.

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

No.

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

No.

## **DISCLAIMER AND CAUTION**

The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the



source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

**Andrew Carfield**  
General Manager

# Sewer Service Diagram

Application Number: 8003358641

## SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF Camden  
SUBURB OF Narrallan

Copy of Diagram No. 671698

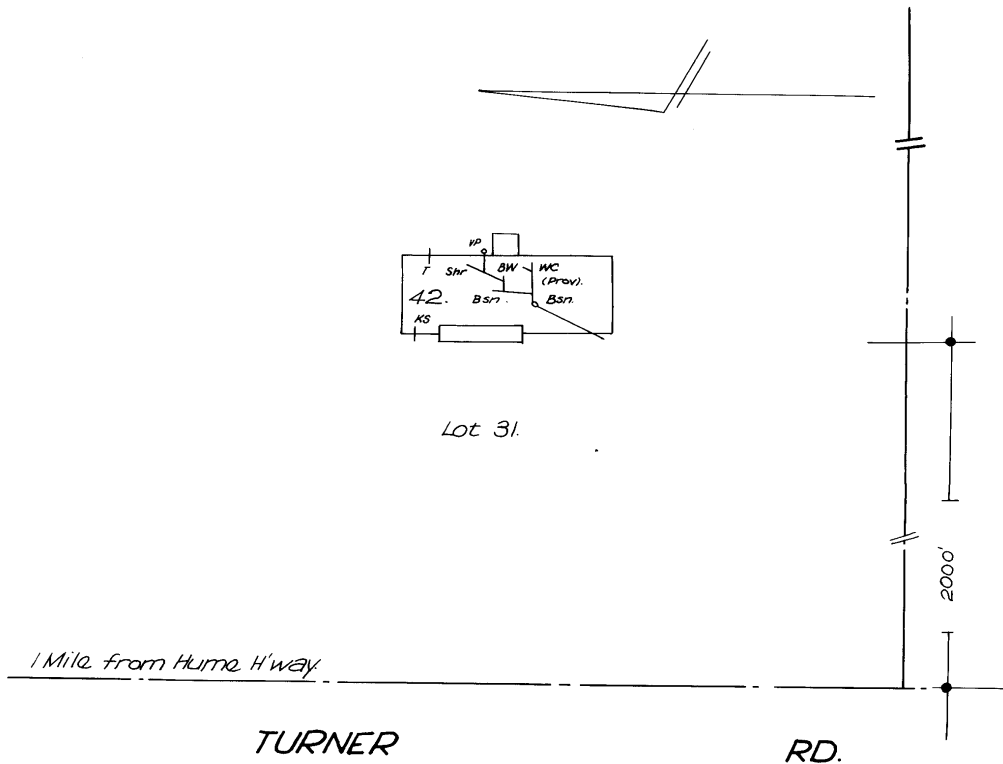
| SYMBOLS AND ABBREVIATIONS |                      |      |              |     |                 |
|---------------------------|----------------------|------|--------------|-----|-----------------|
| ■ Manhole                 | ☒ Gully              | O WS | Waste Stack  | BSN | Handbasin       |
| □ Chr. Chamber            | ☒ PT P Trap          | IP   | Induct Pipe  | SHR | Shower          |
| ● L.H. Lamphole           | ■ RV Reflux Valve    | MF   | Mica Flap    | Jn. | Junction        |
| ⊗ Boundary Trap           | ⊖ Cleaning Eye       | T    | Tubs         | DW. | Dishwasher      |
| ⊕ Inspection Shaft        | O Vert Vertical Pipe | KS   | Kitchen Sink | FW  | Floor Waste     |
| ■ Pit                     | O VP Vent Pipe       | WC   | Water Closet | WM  | Washing Machine |
| ■ GI Grease Interceptor   | O SVP Soil Vent Pipe | BW   | Bath Waste   | BS  | Bar Sink        |

*NO* SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.



| DRAINAGE                  |  | Scale: Approx.<br>40 feet to 1 inch | PLUMBING      |  |
|---------------------------|--|-------------------------------------|---------------|--|
| Supervised by             |  |                                     | Supervised by |  |
| Inspector                 |  | Date of Issue                       | Inspector     |  |
| Field Diagram Examined by |  | Outfall                             |               |  |
| Chief Inspector           |  | Drainer                             |               |  |
| Tracing Checked by        |  | Plumber                             |               |  |
|                           |  | Boundary Trap is/is not required    |               |  |

Connection Date: .....

B100

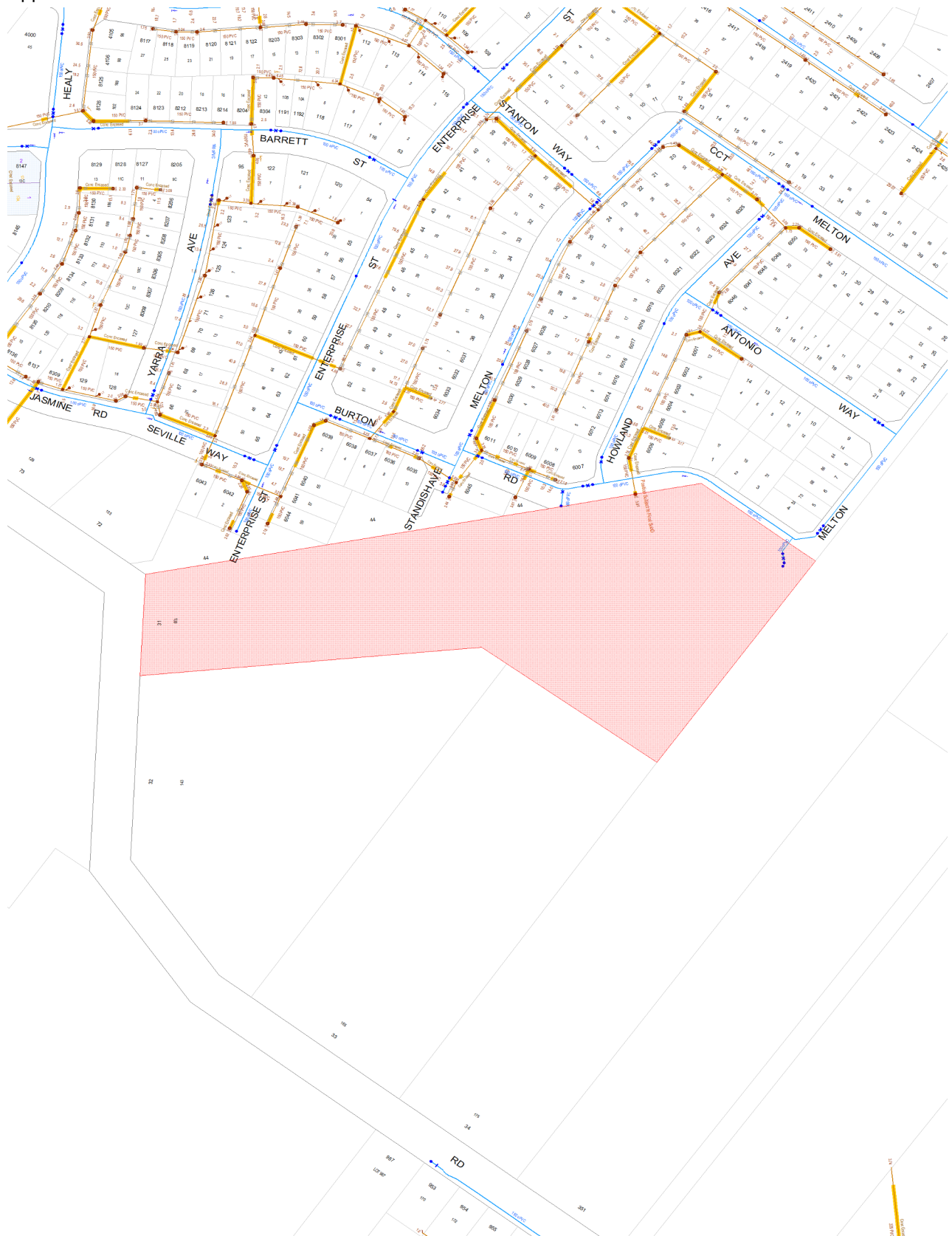
Document generated at 03-05-2024 09:30:30 AM

### Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

# Service Location Print

Application Number: 8003358626



Document generated at 03-05-2024 09:30:25 AM

## Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

| Sewer                                                      |  | Property Details                                                               |  |
|------------------------------------------------------------|--|--------------------------------------------------------------------------------|--|
| Sewer Main (with flow arrow & size type text)              |  | Boundary Line                                                                  |  |
| Disused Main                                               |  | Easement Line                                                                  |  |
| Rising Main                                                |  | House Number                                                                   |  |
| Maintenance Hole (with upstream depth to invert)           |  | Lot Number                                                                     |  |
| Sub-surface chamber                                        |  | Proposed Land                                                                  |  |
| Maintenance Hole with Overflow chamber                     |  |                                                                                |  |
| Ventshaft EDUCT                                            |  |                                                                                |  |
| Ventshaft INDUCT                                           |  |                                                                                |  |
| Property Connection Point (with chainage to downstream MH) |  | Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit) |  |
| Concrete Encased Section                                   |  |                                                                                |  |
| Terminal Maintenance Shaft                                 |  |                                                                                |  |
| Maintenance Shaft                                          |  |                                                                                |  |
| Rodding Point                                              |  |                                                                                |  |
| Lamphole                                                   |  |                                                                                |  |
| Vertical                                                   |  |                                                                                |  |
| Pumping Station                                            |  |                                                                                |  |
| Sewer Rehabilitation                                       |  |                                                                                |  |
| Pressure Sewer                                             |  | Water                                                                          |  |
| Pressure Sewer Main                                        |  | WaterMain - Potable (with size type text)                                      |  |
| Pump Unit (Alarm, Electrical Cable, Pump Unit)             |  | Disconnected Main - Potable                                                    |  |
| Property Valve Boundary Assembly                           |  | Proposed Main - Potable                                                        |  |
| Stop Valve                                                 |  | Water Main - Recycled                                                          |  |
| Reducer / Taper                                            |  | Special Supply Conditions - Potable                                            |  |
| Flushing Point                                             |  | Special Supply Conditions - Recycled                                           |  |
| Vacuum Sewer                                               |  | Restrained Joints - Potable                                                    |  |
| Pressure Sewer Main                                        |  | Restrained Joints - Recycled                                                   |  |
| Division Valve                                             |  | Hydrant                                                                        |  |
| Vacuum Chamber                                             |  | Maintenance Hole                                                               |  |
| Clean Out Point                                            |  | Stop Valve                                                                     |  |
| Stormwater                                                 |  | Stop Valve with By-pass                                                        |  |
| Stormwater Pipe                                            |  | Stop Valve with Tapers                                                         |  |
| Stormwater Channel                                         |  | Closed Stop Valve                                                              |  |
| Stormwater Gully                                           |  | Air Valve                                                                      |  |
| Stormwater Maintenance Hole                                |  | Valve                                                                          |  |
|                                                            |  | Scour                                                                          |  |
|                                                            |  | Reducer / Taper                                                                |  |
|                                                            |  | Vertical Bends                                                                 |  |
|                                                            |  | Reservoir                                                                      |  |
|                                                            |  | Recycled Water is shown as per Potable above. Colour as indicated              |  |
| Private Mains                                              |  | Potable Water Main                                                             |  |
|                                                            |  | Recycled Water Main                                                            |  |
|                                                            |  | Sewer Main                                                                     |  |
|                                                            |  | Symbols for Private Mains shown grey                                           |  |

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



## Pipe Types

|                |                                    |                |                                           |
|----------------|------------------------------------|----------------|-------------------------------------------|
| <b>ABS</b>     | Acrylonitrile Butadiene Styrene    | <b>AC</b>      | Asbestos Cement                           |
| <b>BRICK</b>   | Brick                              | <b>CI</b>      | Cast Iron                                 |
| <b>CICL</b>    | Cast Iron Cement Lined             | <b>CONC</b>    | Concrete                                  |
| <b>COPPER</b>  | Copper                             | <b>DI</b>      | Ductile Iron                              |
| <b>DICL</b>    | Ductile Iron Cement (mortar) Lined | <b>DIPL</b>    | Ductile Iron Polymeric Lined              |
| <b>EW</b>      | Earthenware                        | <b>FIBG</b>    | Fibreglass                                |
| <b>FL BAR</b>  | Forged Locking Bar                 | <b>GI</b>      | Galvanised Iron                           |
| <b>GRP</b>     | Glass Reinforced Plastics          | <b>HDPE</b>    | High Density Polyethylene                 |
| <b>MS</b>      | Mild Steel                         | <b>MSCL</b>    | Mild Steel Cement Lined                   |
| <b>PE</b>      | Polyethylene                       | <b>PC</b>      | Polymer Concrete                          |
| <b>PP</b>      | Polypropylene                      | <b>PVC</b>     | Polyvinylchloride                         |
| <b>PVC - M</b> | Polyvinylchloride, Modified        | <b>PVC - O</b> | Polyvinylchloride, Oriented               |
| <b>PVC - U</b> | Polyvinylchloride, Unplasticised   | <b>RC</b>      | Reinforced Concrete                       |
| <b>RC-PL</b>   | Reinforced Concrete Plastics Lined | <b>S</b>       | Steel                                     |
| <b>SCL</b>     | Steel Cement (mortar) Lined        | <b>SCL IBL</b> | Steel Cement Lined Internal Bitumen Lined |
| <b>SGW</b>     | Salt Glazed Ware                   | <b>SPL</b>     | Steel Polymeric Lined                     |
| <b>SS</b>      | Stainless Steel                    | <b>STONE</b>   | Stone                                     |
| <b>VC</b>      | Vitrified Clay                     | <b>WI</b>      | Wrought Iron                              |
| <b>WS</b>      | Woodstave                          |                |                                           |

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

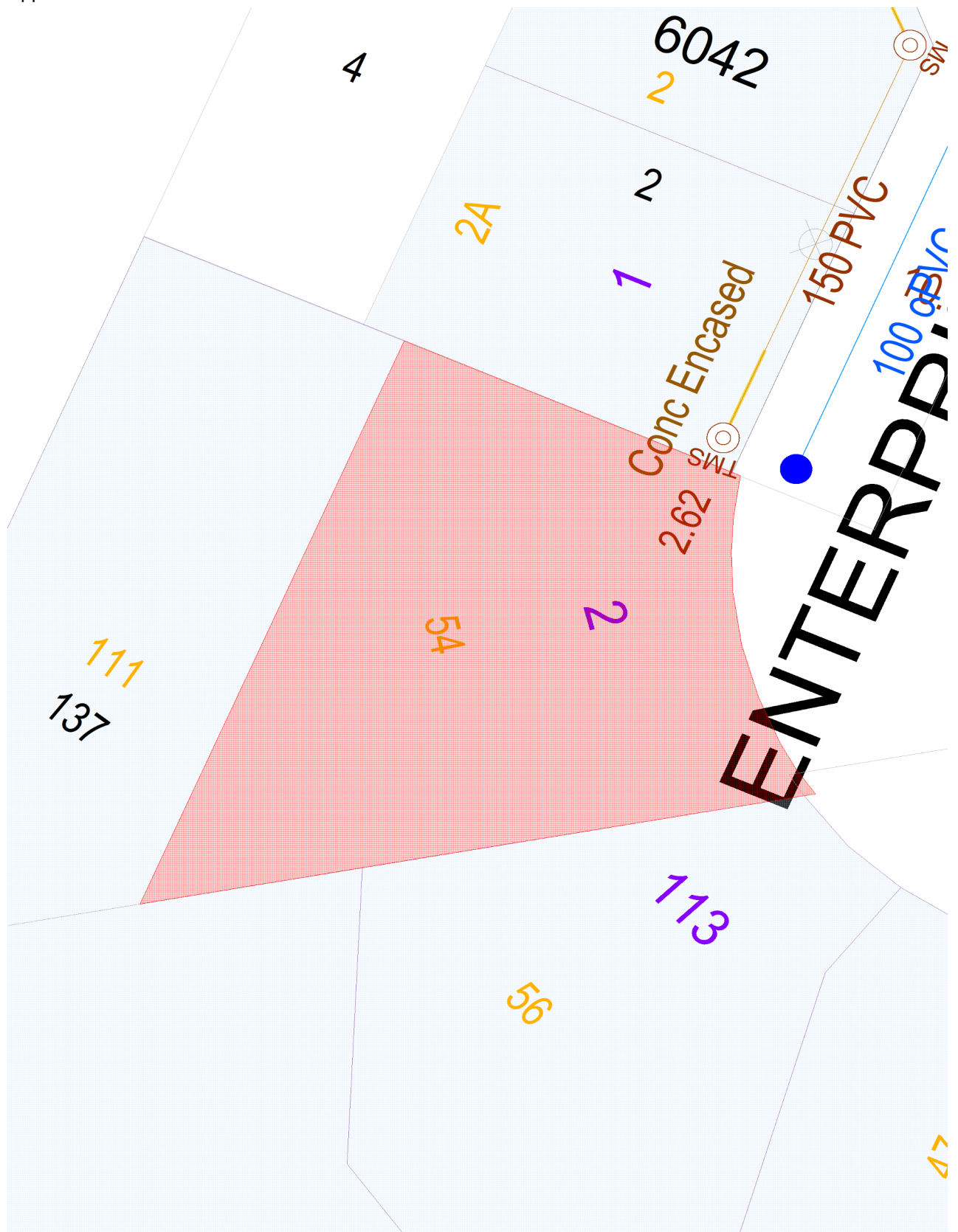
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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# Service Location Print

Application Number: 8004003517



Document generated at 16-01-2025 10:00:43 AM

## Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

| Sewer                                                         |  | Property Details                                                                  |  |
|---------------------------------------------------------------|--|-----------------------------------------------------------------------------------|--|
| Sewer Main (with flow arrow & size type text)                 |  | Boundary Line                                                                     |  |
| Disused Main                                                  |  | Easement Line                                                                     |  |
| Rising Main                                                   |  | House Number                                                                      |  |
| Maintenance Hole (with upstream depth to invert)              |  | Lot Number                                                                        |  |
| Sub-surface chamber                                           |  | Proposed Land                                                                     |  |
| Maintenance Hole with Overflow chamber                        |  | Sydney Water Heritage Site<br>(please call 132 092 and ask for the Heritage Unit) |  |
| Ventshaft EDUCT                                               |  |                                                                                   |  |
| Ventshaft INDUCT                                              |  |                                                                                   |  |
| Property Connection Point<br>(with chainage to downstream MH) |  |                                                                                   |  |
| Concrete Encased Section                                      |  |                                                                                   |  |
| Terminal Maintenance Shaft                                    |  |                                                                                   |  |
| Maintenance Shaft                                             |  |                                                                                   |  |
| Rodding Point                                                 |  |                                                                                   |  |
| Lamphole                                                      |  |                                                                                   |  |
| Vertical                                                      |  |                                                                                   |  |
| Pumping Station                                               |  |                                                                                   |  |
| Sewer Rehabilitation                                          |  |                                                                                   |  |
| Pressure Sewer                                                |  | Water                                                                             |  |
| Pressure Sewer Main                                           |  | WaterMain - Potable<br>(with size type text)                                      |  |
| Pump Unit<br>(Alarm, Electrical Cable, Pump Unit)             |  | Disconnected Main - Potable                                                       |  |
| Property Valve Boundary Assembly                              |  | Proposed Main - Potable                                                           |  |
| Stop Valve                                                    |  | Water Main - Recycled                                                             |  |
| Reducer / Taper                                               |  | Special Supply Conditions - Potable                                               |  |
| Flushing Point                                                |  | Special Supply Conditions - Recycled                                              |  |
|                                                               |  | Restrained Joints - Potable                                                       |  |
|                                                               |  | Restrained Joints - Recycled                                                      |  |
|                                                               |  | Hydrant                                                                           |  |
|                                                               |  | Maintenance Hole                                                                  |  |
|                                                               |  | Stop Valve                                                                        |  |
|                                                               |  | Stop Valve with By-pass                                                           |  |
|                                                               |  | Stop Valve with Tapers                                                            |  |
|                                                               |  | Closed Stop Valve                                                                 |  |
|                                                               |  | Air Valve                                                                         |  |
|                                                               |  | Valve                                                                             |  |
|                                                               |  | Scour                                                                             |  |
|                                                               |  | Reducer / Taper                                                                   |  |
|                                                               |  | Vertical Bends                                                                    |  |
|                                                               |  | Reservoir                                                                         |  |
|                                                               |  | Recycled Water is shown as per Potable above. Colour as indicated                 |  |
| Vacuum Sewer                                                  |  | Private Mains                                                                     |  |
| Pressure Sewer Main                                           |  | Potable Water Main                                                                |  |
| Division Valve                                                |  | Recycled Water Main                                                               |  |
| Vacuum Chamber                                                |  | Sewer Main                                                                        |  |
| Clean Out Point                                               |  | Symbols for Private Mains shown grey                                              |  |
| Stormwater                                                    |  |                                                                                   |  |
| Stormwater Pipe                                               |  |                                                                                   |  |
| Stormwater Channel                                            |  |                                                                                   |  |
| Stormwater Gully                                              |  |                                                                                   |  |
| Stormwater Maintenance Hole                                   |  |                                                                                   |  |

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## Pipe Types

|                |                                    |                |                                           |
|----------------|------------------------------------|----------------|-------------------------------------------|
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| <b>BRICK</b>   | Brick                              | <b>CI</b>      | Cast Iron                                 |
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| <b>COPPER</b>  | Copper                             | <b>DI</b>      | Ductile Iron                              |
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| <b>EW</b>      | Earthenware                        | <b>FIBG</b>    | Fibreglass                                |
| <b>FL BAR</b>  | Forged Locking Bar                 | <b>GI</b>      | Galvanised Iron                           |
| <b>GRP</b>     | Glass Reinforced Plastics          | <b>HDPE</b>    | High Density Polyethylene                 |
| <b>MS</b>      | Mild Steel                         | <b>MSCL</b>    | Mild Steel Cement Lined                   |
| <b>PE</b>      | Polyethylene                       | <b>PC</b>      | Polymer Concrete                          |
| <b>PP</b>      | Polypropylene                      | <b>PVC</b>     | Polyvinylchloride                         |
| <b>PVC - M</b> | Polyvinylchloride, Modified        | <b>PVC - O</b> | Polyvinylchloride, Oriented               |
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| <b>RC-PL</b>   | Reinforced Concrete Plastics Lined | <b>S</b>       | Steel                                     |
| <b>SCL</b>     | Steel Cement (mortar) Lined        | <b>SCL IBL</b> | Steel Cement Lined Internal Bitumen Lined |
| <b>SGW</b>     | Salt Glazed Ware                   | <b>SPL</b>     | Steel Polymeric Lined                     |
| <b>SS</b>      | Stainless Steel                    | <b>STONE</b>   | Stone                                     |
| <b>VC</b>      | Vitrified Clay                     | <b>WI</b>      | Wrought Iron                              |
| <b>WS</b>      | Woodstave                          |                |                                           |

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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16 January 2025

**Infotrack Pty Limited**

**Reference number: 8004003516**

**Property address: 54 Enterprise St Gregory Hills NSW 2557**

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

**The Sydney Water team**



Revenue

|                   |             |
|-------------------|-------------|
| Enquiry ID        | 4258867     |
| Agent ID          | 81429403    |
| Issue Date        | 16 Jan 2025 |
| Correspondence ID | 1800412262  |
| Your reference    | 458550      |

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.**

This information is based on data held by Revenue NSW.

| Land ID    | Land address                   | Taxable land value | Property Tax Status |
|------------|--------------------------------|--------------------|---------------------|
| D1303653/2 | 54 ENTERPRISE ST GREGORY HILLS | NOT AVAILABLE      | Not Opted In        |

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2025 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.