

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor		
vendor's solicitor		phone: email: ref:
date for completion land (address, plan details and title reference)	42 days after the contract date XX GITTEL ST BOX HILL NSW 2765 LOT 2043 DEPOSITED PLAN 1226135 Folio Identifier 2043/1226135	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions

<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
<input type="checkbox"/> other:			

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

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

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$

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

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by Moore Park Estate in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p><u>Darryl Geoffrey Hitchcock</u> _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>

Choices

Vendor agrees to accept a **deposit-bond** NO yes

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

Manual transaction (clause 30)

NO yes

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

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 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) – 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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

If more than one supplier, provide the above details for each supplier.

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input 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 <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **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"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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.

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Sale by auction

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

Bidders Record means the Bidders Record to be kept pursuant to section 13 of the *Property, Stock and Business Agents Regulation 2014* (NSW) and section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).

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

- (a) More than one vendor bid may be made to purchase interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Special Conditions

Further special conditions (the *Special Conditions*) forming part of the contract for the sale.

33. Interpretation

1. In these Special Conditions:

(a) terms defined in the standard form of the “Contract for the sale and purchase of land 2019 edition” (the *Printed Conditions*) to which these Special Conditions are annexed have the meanings given in the Printed Conditions unless the context requires otherwise; and

(b) the following definition applies:

Object means the purchaser:

- (i) making requisitions or objections;
- (ii) claiming compensation;
- (iii) rescinding or purporting to rescind;
- (iv) calling on the vendor to amend title or bear the cost of doing so;
- (v) seeking a reduction in the price;
- (vi) refusing or delaying payment of the whole or part of the price;
- (vii) retaining the whole or part of the price;
- (viii) postponing settlement; or

(ix) avoiding obligations,

under or in connection with this contract.

2. To the extent of any inconsistency between the Printed Conditions and these Special Conditions, these Special Conditions prevail.
3. In this contract, the meaning of general words is not limited by specific examples introduced by “*include*”, “*includes*”, “*including*”, “*for example*”, “*in particular*”, “*such as*” or similar expressions.

Disclosure

4. For the purposes of the Conveyancing Act 1919 (NSW) and the provisions of this contract referring to disclosure:
 - (a) a disclosure is deemed to be made if a reference to the relevant matter is made in this contract; and
 - (b) the vendor discloses all of the material appearing in the documents annexed or attached to this contract, whether or not that material is specified in the list of documents appearing on page 3 of this contract.

34. Amendments to the Printed Conditions

The Printed Conditions are amended as follows:

- (a) (**requisitions**) clause 5.2.1 is deleted;
- (b) (**claims by the purchaser**) the following amendments are made in clause 7:
 - (i) clause 7.1 is deleted and replaced with the following:

“7.1 The vendor can rescind if –

 - 7.1.1 the total amount claimed exceeds 1% of the price;
 - 7.1.2 the vendor serves notice of intention to rescind ; and
 - 7.1.3 the purchaser does serve notice waiving the claims within 14 days after that *service* ; and”;
 - (ii) in clause 7.2.1, “10%” is replaced with “5%”; and
 - (iii) in clause 7.2.4, the words “and the costs of the purchaser” are deleted;
- (c) (**rescission by the vendor**) clause 8.1 is deleted and replaced with the following:

“8.1 The vendor can *rescind* if –

 - 8.1.1 the vendor is unable or unwilling to comply with a *requisition* or claim for compensation;
 - 8.1.2 the vendor serves notice of intention to *rescind* which specified the requisition or claim for compensation; and
 - 8.1.3 the purchaser does not serve notice waiving the *requisition* or claim within 14 days after that service .”;

(d) (**disclosure**) in clauses 10.1.8 and 10.1.9, the word “substance” is replaced with “existence” and the word “disclosed” is replaced with “noted”;

(e) (**work orders**) the following amendments are made in clause 11:

(i) in clause 11.1, the word “made” is replaced with the words “delivered to the vendor”; and

(ii) in clause 11.2, the words “other than because of a default by the purchaser” are inserted after the word “ *terminated* ”;

(f) (**land tax**) clause 14.4.2 is deleted;

(g) (**adjustments**) clause 14.8 is deleted;

(h) (**charge for land tax**) clause 16.4 is amended by adding the following words “provided the Land Tax Certificate is served not less than 14 days before the completion date failing which the Purchaser shall accept an undertaking by the Vendor to clear the Land Tax”;

(i) (**contributions**) the following amendments are made in clause 23

(i) clause 23.6.1 is replaced with the following:

“23.6.1 the vendor is liable for it if it was determined on or before the contract date provided that, if it is payable by instalments, the vendor is liable for all instalments due on or before the contract date and the purchase is liable for all instalments due after the contract date; and”;

(ii) in clauses 23.9.3 and 23.9.4, the words "or before completion" are deleted;

(j) (**information certificate**) clauses 23.13 and 23.14 are deleted. The purchaser is authorised to order a section 184 certificate;

(k) (**settlement cheques**) clause 16.8 is deleted and, in clause 16.7, the words “cash (up to \$2,000.00) or” are deleted; and

(l) (**unregistered plan**) clause 28 is deleted.

35. **FIRB approval**

1. If the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the *Foreign Acquisitions and Takeovers Regulation 1989* (Cth) to enter into this contract, then the purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
2. The purchaser acknowledges and agrees that, if the warranty in paragraph 35.1 is false or untrue in any respect whatsoever, the purchaser indemnifies the vendor against any loss that the vendor may suffer as a direct or indirect result

of the vendor having relied on this warranty when entering into this contract including any consequential loss that the vendor may sustain.

36. **Building certificate**

The vendor does not hold a building certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* or *Local Government Act 1993 (NSW)* in respect of the property . The vendor is not required to apply for such a building certificate nor to carry out any works or take any other actions necessary for the issue of a building certificate. This contract is not conditional upon the issue of a building certificate and the purchaser cannot Object for any reason related to a building certificate.

37. **No survey report**

The purchaser acknowledges that the vendor does not have a current survey report relating to the property . The purchaser cannot Object in respect of any encroachment by any dividing fences between the property and adjoining properties.

38. **Finance**

The purchaser:

- (a) acknowledges that it has not discussed, and does not intend to discuss, any matters with the vendor in respect of the means of payment of the price or any finance that the purchaser has been, or anticipates, obtaining in relation to such payment;
- (b) warrants that it has secured finance for payment of the price in full; and
- (c) acknowledges that the National Credit Code in Schedule 1 of the *National Consumer Credit Protection Act 2009 (Cth)* has no application to this transaction and that the purchaser has sought independent legal advice in relation to that matter and the purchaser hereby indemnifies the vendor against any and all claims, actions or proceedings of any nature that the purchaser may take, or that others may take on behalf of the purchaser, in relation to the National Credit Code.

39. **Deposit**

The purchaser authorises the release of the whole of the deposit to the vendor if required for use by the vendor as:

- (a) a rental bond; or
- (b) a deposit on the purchase of real estate and/or for the payment of stamp duty in relation to such a purchase.

40. **Completion delayed**

1. If completion does not take place on or before the date for completion stipulated in this contract (**Completion Date**), either party may serve notice requiring the other party to complete this contract *within* a period of 14 days or more after that service and, upon that service , time will be of the essence in this contract both at law and in equity.

2. If, for any reason not solely attributable to the vendor, the balance of the price and any other amounts payable by the purchaser under this contract (together, the **Total Payable**) is not paid by the purchaser to the vendor on or before the Completion Date, the purchaser must, at completion, pay to the vendor, in addition to the Total Payable and as a reasonable pre-estimation of the vendor's damages, interest on the outstanding balance of the Total Payable at 10.00% per annum calculated daily from and including the Completion Date to and including the date on which completion occurs. The vendor's right to such interest will be additional and without prejudice to the vendor's rights under this contract or otherwise in relation to the purchaser's default.

Notice to complete

3. The parties agree that any notice to complete under this contract will be reasonable as to time if:
 - (a) a period of at least 14 days from the date of service of that notice is allowed for completion; and
 - (b) a time of day between the hours of 10:00am and 4:00pm is specified as the time for completion.
4. A party serving a notice to complete is entitled to withdraw that notice and issue further notices to complete.
5. If the vendor serves a notice to complete, the purchaser must pay to the vendor on completion an additional amount of \$330.00 including GST to cover the vendor's legal costs and associated expenses incurred in the preparation and service of that notice to complete.

41. **Capacity**

If, before completion, a *party* :

- (a) dies or becomes mentally incapacitated;
- (b) is presumed or declared to be bankrupt or insolvent under any applicable law;
- (c) has a receiver or trustee for creditors or in bankruptcy appointed to any of his/her property;
- (d) proposes, enters into or effects an arrangement or composition with, an assignment for the benefit of, or a moratorium involving, any of its creditors; or
- (e) is unable to pay all of its debts as they fall due or stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts,

the other party may, by serving notice on the solicitor of the first-mentioned party, rescind this contract and thereupon this contract will be at an end and the provisions of clause 19 will apply.

42. **Condition of the property**

1. In this clause 42 , the following definitions apply:

Environmental Law means any law (whether statutory or common law) concerning environmental matters, including any law related to land use, pollution, waste disposal, toxic or hazardous substances, conservation of natural or cultural resources, resource allocation or the exploration for, or exploitation of, any natural resource.

Environmental Liability means any obligation, expense, penalty or fine under any Environmental Law that could be imposed upon the purchaser or any occupier of the property as a result of any activities carried on during the ownership or occupation of the property by the vendor or by any predecessor in title or previous occupier of the property .

State of Repair means the condition and state of repair of the *property* including (whether apparent or latent) any faults, defects, contamination, dilapidation, infestation, mechanical breakdown, wear and tear or Environmental Liability.

2. The purchaser acknowledges and warrants that:

(a) the property is being purchased in its present State of Repair as a result of the purchaser's own inspections and investigations and the purchaser cannot Object because of the State of Repair of the property ;

(b) the purchaser is purchasing the property and will take title subject to all existing and proposed water, sewerage, drainage, gas, electricity, telephone and other installations and services (the Services) and cannot Object because of the condition, nature, location, availability or non-availability of any of the Services;

(c) sewers, drains or other services may lay outside registered easements and the land may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others that may not have been disclosed to the vendor and that may not be apparent from an inspection of the land; and

(d) the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to:

(i) the State of Repair of the property ;

(ii) the condition or state of repair of the Services;

(iii) the fitness for any particular purpose of the whole or any part of the property or the use to which the whole or any part of the property may be put;

(iv) the rights and privileges relating to the property ; or

(v) any financial return or income that may be derived from the property ,

other than as expressly set out in this contract.

Requisitions

3. Any requisitions taken to have been made by the purchaser under clause 5.1 of the Printed Conditions are the only requisitions:
 - (a) arising out of this contract; and/or
 - (b) being general questions about the property or title ,that the purchaser is entitled to make.

Smoke alarms

4. The purchaser cannot Object by reason of the vendor not having complied with the regulations made under the Environmental Planning and Assessment Act 1979 (NSW) relating to the installation of smoke alarms in the property .

Fences

5. Subject to section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2017 (NSW), the vendor is not liable to pay compensation in respect of any fencing, nor is it required to erect or contribute to the expense of erecting any new fencing, if:
 - (a) the fencing is not on the boundary;
 - (b) a give and take fence exists: or
 - (c) a boundary of the property is not fenced.

43. **Real estate agents**

The purchaser warrants that it was not introduced to the vendor or the *property* , directly or indirectly, by any person other than the vendor's agent specified in this contract. The purchaser indemnifies the vendor against:

- (a) any claim for commission by reason of any introduction by any other person; and
- (b) all costs and expenses incurred in, or incidental to, defending any such claim.

44. **GST**

The purchaser warrants to the vendor that the property will be used predominantly for residential accommodation and the purchaser indemnifies the vendor against any liability to pay GST arising from any breach of that warranty.

45. **Indemnity**

The purchaser indemnifies the vendor from and against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the vendor or that the vendor may pay, sustain or incur as a direct or indirect result of any breach or non-

performance of this contract by the purchaser and/or any breach of warranty under this contract by the purchaser.

46. **General**

Indemnities

1. Any indemnity provided by a party under this contract is a continuing obligation separate and independent from any other obligations of that party that survives termination of this agreement.

No merger

2. A provision of this contract that can take effect after completion does not merge on completion and continues to bind the parties.

Joint and several

3. Each obligation of the purchaser under this contract, including each indemnity provided by the purchaser, is owed/provided in favour of all vendors jointly and each vendor severally.

Entire agreement

4. In entering this contract, the purchaser does not rely upon any representation or warranty (whether oral or written) made or published by the vendor, or by any person on behalf of the vendor or otherwise, except the warranties expressly made in this contract.

No assignment

5. The purchaser cannot nominate an alternative transferee or assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor (which the vendor may withhold or delay at its discretion).

47. **Payment of Deposit by Instalments**

This clause applies only if the Vendor has agreed to accept a deposit that is less than ten percent (10%) of the Purchase Price on exchange. The Deposit is payable by the Purchaser as follows:

- a) 5% of the Purchase Price on the making of this Contract; and
- b) the balance of the 10% of the Purchase Price upon completion or default by the Purchaser whichever is the earlier,

and time is of the essence in this regard.

In the event that the Purchaser fails to complete this Contract or in circumstances where the Vendor becomes entitled to terminate this Contract, the Vendor shall have the right to recover from the Purchaser any deposit or monies not paid by the Purchaser under this contract.

48. **Settlement Adjustment Statement**

This Purchaser's representative must prepare and serve the proposed settlement sheet with supporting certificates to the vendor's representative within five (5) business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) business days prior to completion, the purchaser will allow \$200.00 plus GST to cover the vendor's representative's costs for late preparation of the Settlement Adjustment Sheet.

49. **Section 184 Certificate**

Where the property sold is strata, the vendor will not be required to obtain a certificate under section 184 *Strata Schemes Management Act 1996* (the Certificate). Rather, as provided in standard clause 23.15, the Vendor authorises the Purchaser to apply for the Certificate. Accordingly, the following standard clauses are deleted: 23.13 23.14. The purchaser agrees to apply for the certificate at the Purchaser's Cost.

50. **Error on Adjustment**

The parties agree to adjust all usual outgoings and all amounts under the Contract on settlement. However, if any amount is incorrectly calculated, overlooked, or an error is made, the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

51. **Caveat by Homeworld Leppington Pty Ltd**

The Purchaser acknowledges that Homeworld Leppington Pty Ltd has a caveat registered on the title of the Property to protect its interest.

The Purchaser agrees to comply with all requirements, guidelines, and conditions set by Homeworld regarding the Property, including, but not limited to, design guidelines and any other restrictions or obligations.



FOLIO: 2043/1226135

SEARCH DATE	TIME	EDITION NO	DATE
25/7/2025	2:30 PM	5	25/3/2025

LAND

LOT 2043 IN DEPOSITED PLAN 1226135
AT BOX HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1226135

FIRST SCHEDULE

MOORE PARK ESTATE PTY LTD (T AP363756)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1217139 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1226134 POSITIVE COVENANT
- 4 DP1226134 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 5 DP1226135 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 6 DP1226135 RIGHT OF ACCESS VARIABLE WIDTH REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
DP1275929 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 2117 IN DP1226135 AND THE PART DESIGNATED AS COPENHAGEN STREET IN DP1275929
- 7 DP1226135 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
DP1275929 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 2117 IN DP1226135 AND THE PART DESIGNATED AS COPENHAGEN STREET IN DP1275929
- 8 DP1226135 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 9 DP1226135 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
- 10 DP1226135 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
- 11 DP1226135 EASEMENT FOR ACCESS , MAINTENANCE AND CONSTRUCTION 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- * 12 AQ83746 CAVEAT BY HOMEWORLD BOX HILL PTY LTD

END OF PAGE 1 - CONTINUED OVER

FOLIO: 2043/1226135

PAGE 2

NOTATIONS

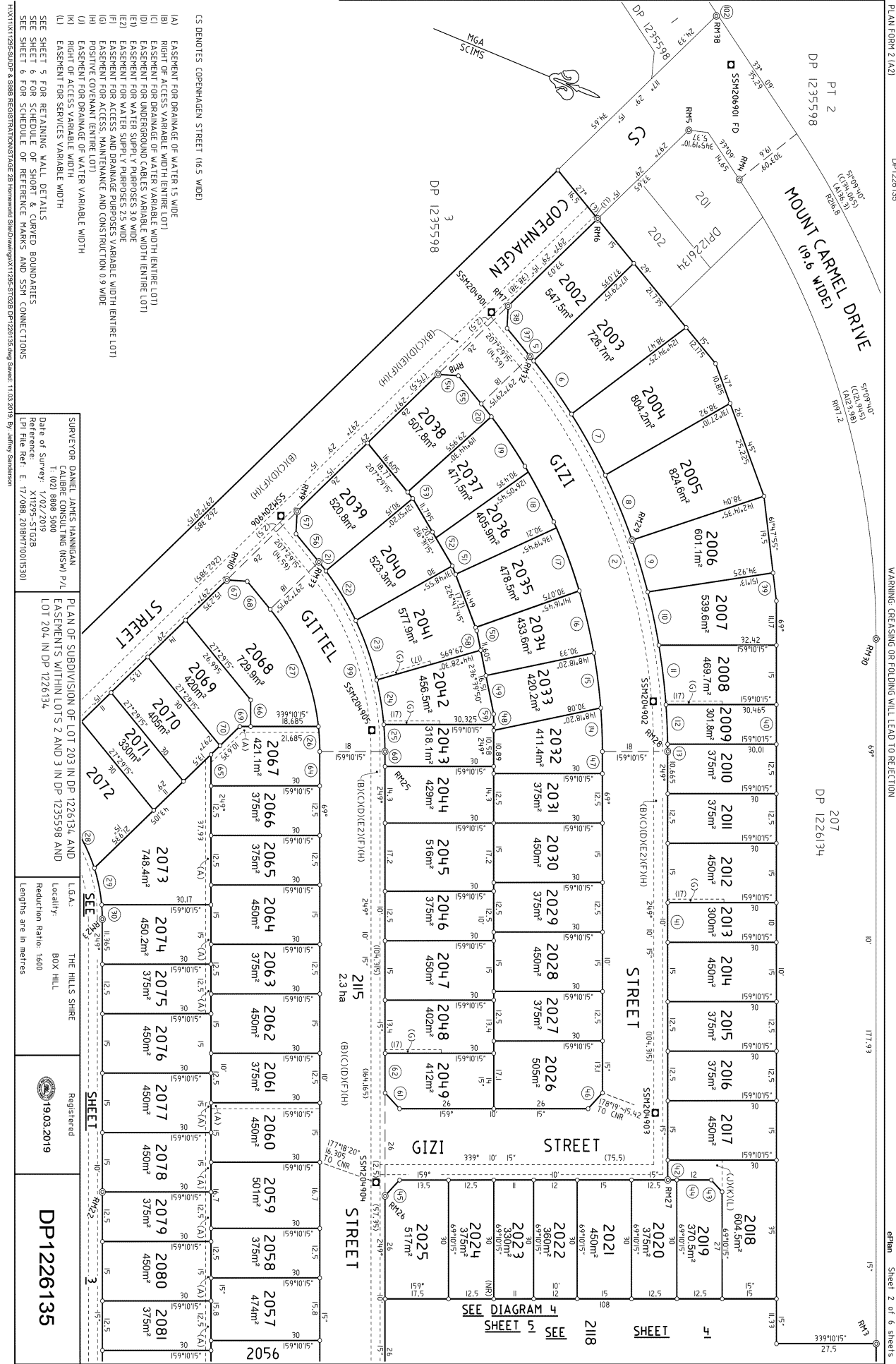
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25187N...

PRINTED ON 25/7/2025

* 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.



- CS DENOTES COPENHAGEN STREET (16.5 WIDE)
- (A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 - (B) RIGHT OF ACCESS VARIABLE WIDTH (ENTIRE LOT)
 - (C) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (ENTIRE LOT)
 - (D) EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (ENTIRE LOT)
 - (E) EASEMENT FOR WATER SUPPLY PURPOSES 30 WIDE
 - (F) EASEMENT FOR ACCESS MAINTENANCE AND CONSTRUCTION 0.9 WIDE
 - (G) POSITIVE COVENANT (ENTIRE LOT)
 - (H) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
 - (I) EASEMENT FOR SERVICES VARIABLE WIDTH
 - (J) RIGHT OF ACCESS VARIABLE WIDTH
 - (K) EASEMENT FOR SERVICES VARIABLE WIDTH
- SEE SHEET 5 FOR RETAINING WALL DETAILS
 SEE SHEET 6 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
 SEE SHEET 6 FOR SCHEDULE OF REFERENCE MARKS AND SSN CONNECTIONS

SURVEYOR DANIEL JAMES HANNIGAN
 CALBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Reference Y1023-2019
 Of the Ref: E 17/088 2018/071001530

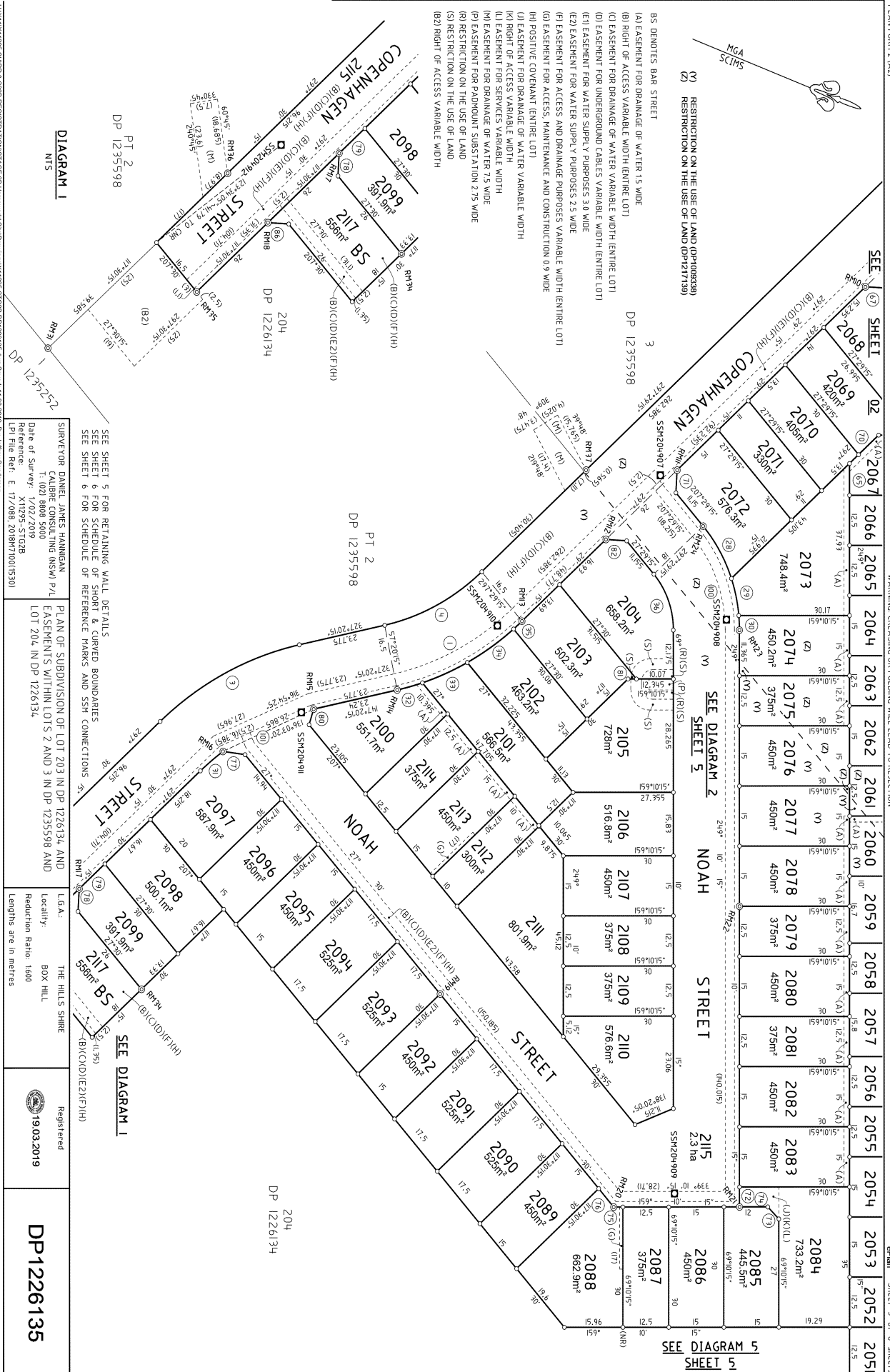
PLAN OF SUBDIVISION OF LOT 203 IN DP 1226134 AND EASEMENTS WITHIN LOTS 2 AND 3 IN DP 1235598 AND LOT 204 IN DP 1226134

L.G.A. THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1:600
 Lengths are in metres

Registered
 19/03/2019

DP1226135

SHEET 2 of 6 sheets



SEE SHEET 5 FOR RETAINING WALL DETAILS
 SEE SHEET 6 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
 SEE SHEET 7 FOR SCHEDULE OF REFERENCE MARKS AND SSM CONNECTIONS

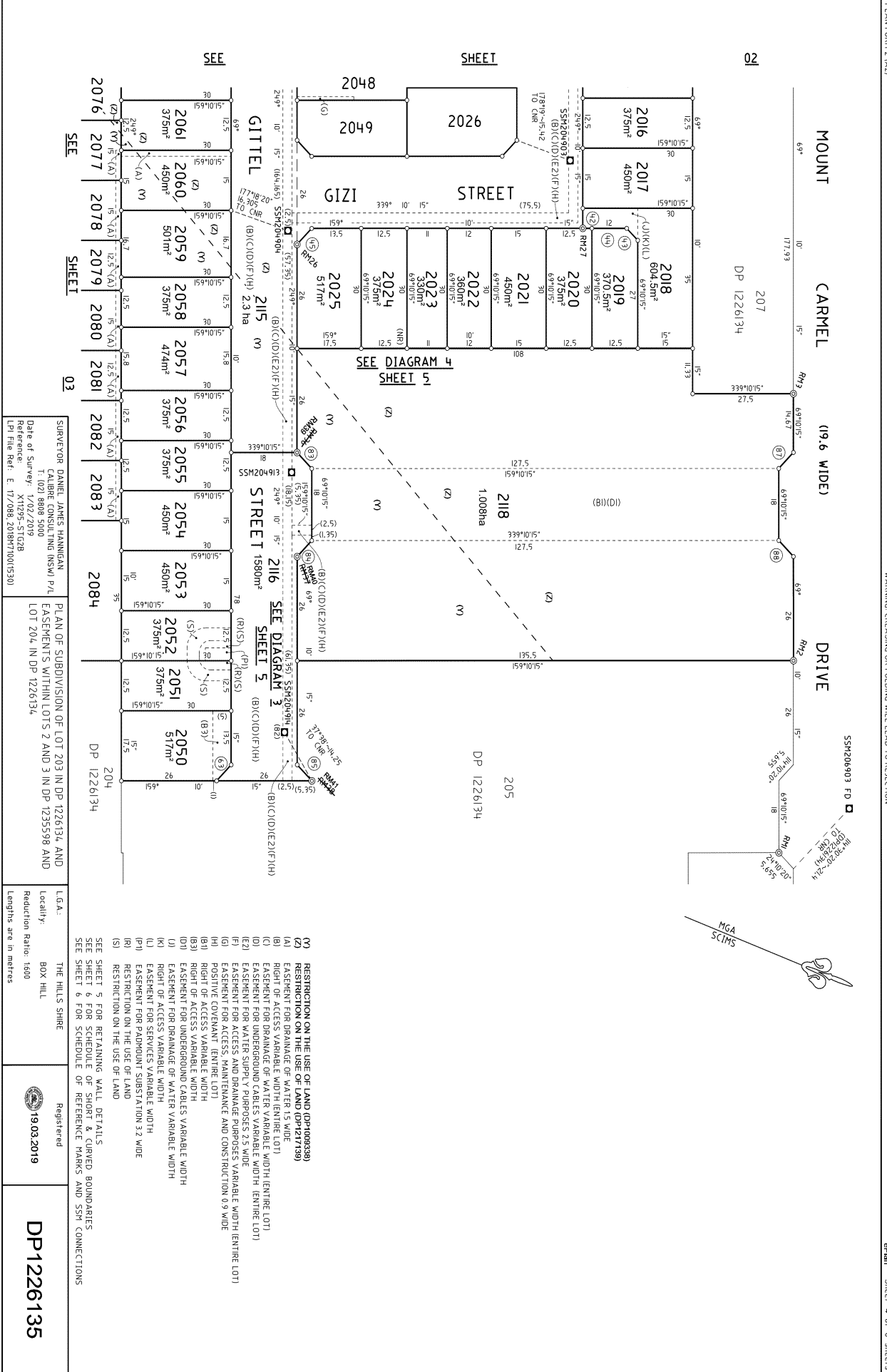
SUPERVISOR DANIEL JAMES HANNIGAN
 CAUBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 1/02/2019
 Reference: X1029-51028
 Ref: The Ref: E: 17/088 20/087/1001530

PLAN OF SUBDIVISION OF LOT 203 IN DP 1226134 AND EASEMENTS WITHIN LOTS 2 AND 3 IN DP 1235598 AND LOT 204 IN DP 1226134

L.G.A.: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1:600
 Lengths are in metres

Registered 19/03/2019

DP1226135

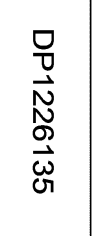
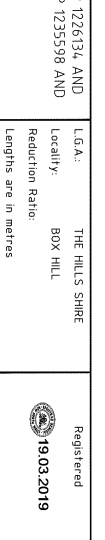
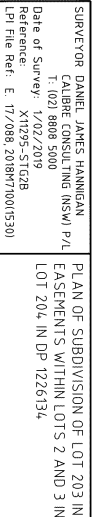
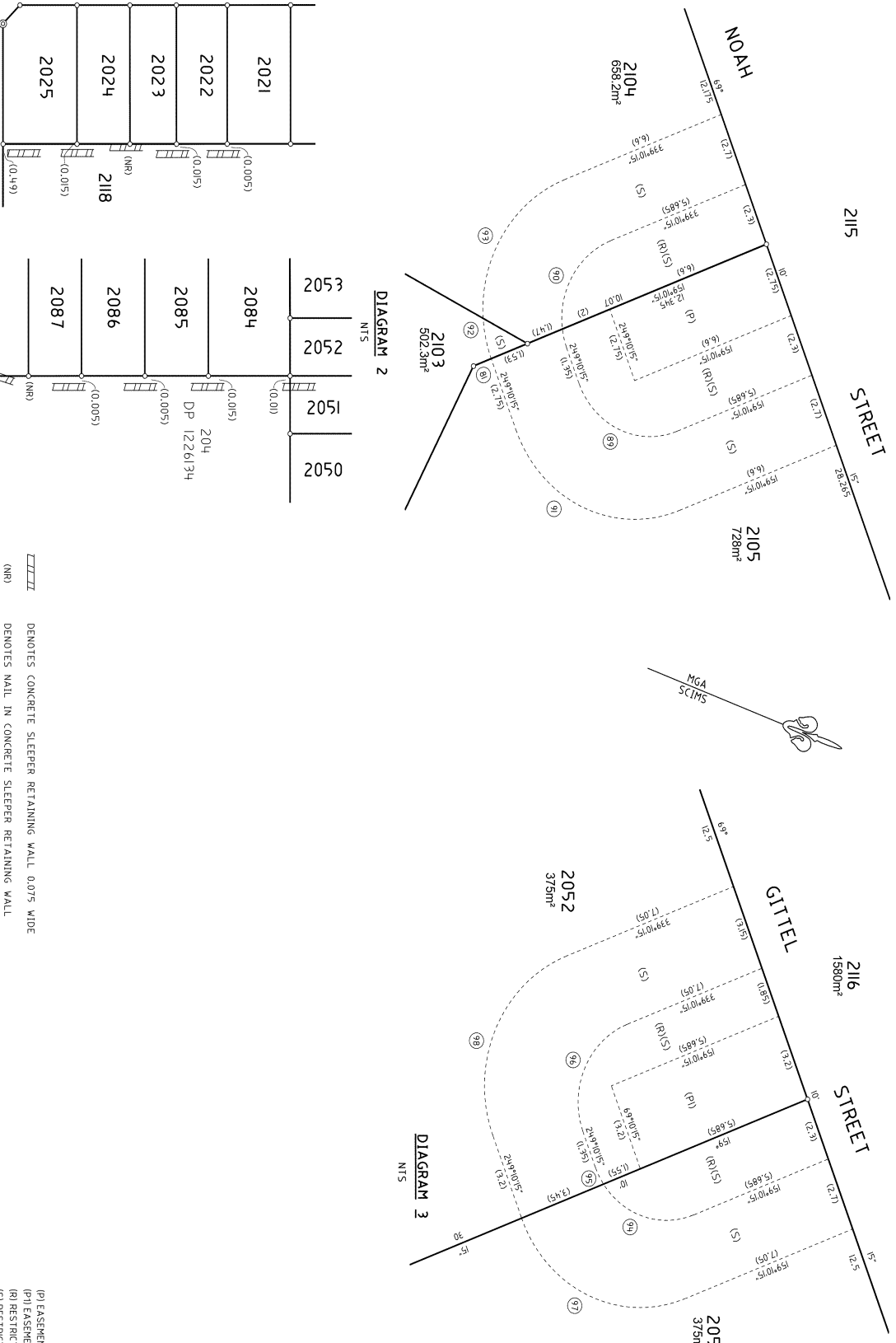


SURVEYOR DANIEL JAMES HANNIGAN
 CALBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 1/02/2019
 Reference: X1729-51028
 Ref of the Ref: E 17/088 20/80171001530

L.G.A.: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1:600
 Lengths are in metres

Registered 19/03/2019

DP1226135



DENOTES CONCRETE SLEEPER RETAINING WALL 0.075 WIDE
 DENOTES MAIL IN CONCRETE SLEEPER RETAINING WALL

(P) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 (R) EASEMENT FOR PADMOUNT SUBSTATION 3.2 WIDE
 (S) RESTRICTION ON THE USE OF LAND

SURVEYOR DANIEL JAMES HANNIGAN
 CALBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 1/02/2019
 Reference: X1229-S1028
 Ref of the Ref: E 17/088 2018/7100101530

PLAN OF SUBDIVISION OF LOT 203 IN DP 1226134 AND EASEMENTS WITHIN LOTS 2 AND 3 IN DP 1235598 AND LOT 204 IN DP 1226134

L.G.A.: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: Lengths are in metres

Registered 19.03.2019
 DP1226135


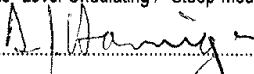
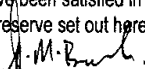
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2	185°05'	3.72	DH&W FD	DP 1226134
3	185°05'	5.225	DH&W FD	DP 1226134
4	120°52'	12.42	DH&W FD	DP 1226134
5	120°52'	3.35	DH&W FD	DP 1226134
6	120°52'	15.195	DH&W FD	DP 1226134
7	120°52'	4.42	DH&W FD	DP 1226134
8	120°52'	12.28	DH&W FD	DP 1226134
9	120°52'	3.715	DH&W FD	DP 1226134
10	120°52'	12.04	DH&W FD	DP 1226134
11	20°53'	12.04	DH&W FD	DP 1226134
12	20°53'	12.04	DH&W FD	DP 1226134
13	20°53'	12.04	DH&W FD	DP 1226134
14	20°53'	12.04	DH&W FD	DP 1226134
15	20°53'	12.04	DH&W FD	DP 1226134
16	20°53'	12.04	DH&W FD	DP 1226134
17	20°53'	12.04	DH&W FD	DP 1226134
18	20°53'	12.04	DH&W FD	DP 1226134
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20	20°53'	12.04	DH&W FD	DP 1226134
21	20°53'	12.04	DH&W FD	DP 1226134
22	20°53'	12.04	DH&W FD	DP 1226134
23	20°53'	12.04	DH&W FD	DP 1226134
24	20°53'	12.04	DH&W FD	DP 1226134
25	20°53'	12.04	DH&W FD	DP 1226134
26	20°53'	12.04	DH&W FD	DP 1226134
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28	20°53'	12.04	DH&W FD	DP 1226134
29	20°53'	12.04	DH&W FD	DP 1226134
30	20°53'	12.04	DH&W FD	DP 1226134
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32	20°53'	12.04	DH&W FD	DP 1226134
33	20°53'	12.04	DH&W FD	DP 1226134
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39	20°53'	12.04	DH&W FD	DP 1226134
40	20°53'	12.04	DH&W FD	DP 1226134
41	20°53'	12.04	DH&W FD	DP 1226134


MARK	MGA CO-ORDINATES			CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING	HEIGHT				
SSM 12820	301.246.509	6.271.477.532	B	2	SCRS	FOUND	
PM 12098	303.058.868	6.271.535.459	B	2	SCRS	FOUND	
SSM 197267	303.748.348	6.271.375.018	D	4	SCRS	FOUND	
SSM 208002	303.928.381	6.271.457.656	D	4	SCRS	FOUND	
SSM 208090	301.203.146	6.271.562.601	D	4	TRAV	FOUND	
SSM 208092	303.906.937	6.271.397.156	D	4	TRAV	FOUND	
SSM 208094	303.906.937	6.271.396.403	D	4	TRAV	FOUND	
SSM 208096	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208098	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208099	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208100	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208101	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208102	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208103	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208104	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208105	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208106	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208107	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208108	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208109	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208110	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208111	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208112	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
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SSM 208117	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208118	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208119	301.176.145	6.271.366.601	D	4	TRAV	FOUND	
SSM 208120	301.176.145	6.271.366.601	D	4	TRAV	FOUND	


NO	BEARING	CHORD	ARC	RADIUS	DATE	MGA CO-ORDINATES	CLASS	ORDER	METHOD	STATE
1	312.241.45	36.005	36.015	63.9		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
2	228.914.95	103.995	106.725	146.15		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
3	312.241.45	56.415	56.415	62.5		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
4	312.241.45	56.415	56.415	62.5		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
5	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
6	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
7	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
8	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
9	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
10	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
11	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
12	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
13	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
14	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
15	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
16	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
17	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
18	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
19	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
20	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
21	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
22	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
23	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
24	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
25	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
26	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
27	207.964.95	17.025	17.025	18.0		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND


NO	BEARING	CHORD	ARC	RADIUS	DATE	MGA CO-ORDINATES	CLASS	ORDER	METHOD	STATE
28	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
29	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
30	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
31	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
32	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
33	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
34	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
35	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
36	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
37	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
38	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
39	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
40	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
41	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
42	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
43	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
44	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
45	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
46	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
47	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
48	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
49	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
50	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
51	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
52	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
53	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
54	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
55	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
56	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
57	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
58	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
59	218.410.35	15.135	15.235	39		201°59'28" ~ 317.2.722	B	2	SCRS	FOUND
60	218.410.35	15.135	15.235							


ePlan


<p>PLAN FORM 6 (2017)</p>	<p>DEPOSITED PLAN ADMINISTRATION SHEET</p>	<p>Sheet 1 of 7 sheet(s)</p>
<p>Office Use Only</p> <p>Registered:  19.03.2019</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1226135</p>
<p>PLAN OF SUBDIVISION OF LOT 203 IN DP 1226134 AND EASEMENTS WITHIN LOTS 2 AND 3 IN DP 1235598 AND LOT 204 IN DP 1226134</p>		<p>LGA: THE HILLS SHIRE</p> <p>Locality: BOX HILL</p> <p>Parish: NELSON</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, DANIEL JAMES HANNIGAN of CALIBRE CONSULTING (NSW) P/L, L2, 2 BURBANK PLACE, NORWEST BUSINESS PARK BAULKHAM HILLS, NSW 2153. PH: 02 8808 5000 a surveyor registered under the <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 1 /02 /2019,</p> <p>*(b) The part of the land shown in the plan excluding Lot 2058 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 20 /06 /2018 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: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 1/02/19</p> <p>Surveyor Identification No: 1208 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p style="text-align: center;">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:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>ANDREW BROOKS</u>..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: THE HILLS SHIRE COUNCIL</p> <p>Date of endorsement: <u>19.2.19</u></p> <p>Subdivision Certificate number: <u>11715</u></p> <p>File number: DA No. 1509/2015/JPZ AND 68/2019/SC</p> <p>*Strike through if inapplicable.</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>
<p>Plans used in the preparation of survey/compilation. DP 1226133, DP 1226134, DP 1235598</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
<p>Surveyor's Reference: X11295-STG2B</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>


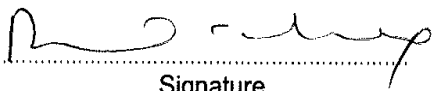

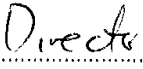

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 7 sheet(s)
Office Use Only Registered:  19.03.2019	Office Use Only <h1 style="margin: 0;">DP1226135</h1>	
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Subdivision Certificate number: <u>11715</u> Date of Endorsement: <u>19.2.19</u>		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (A) 3. RIGHT OF ACCESS VARIABLE WIDTH (B) (ENTIRE LOT) 4. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (C) (ENTIRE LOT) 5. EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (D) (ENTIRE LOT) 6. EASEMENT FOR WATER SUPPLY PURPOSES 3.0 WIDE (E1) 7. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (E2) 8. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (F) (ENTIRE LOT) 9. POSITIVE COVENANT (H) (ENTIRE LOT) 10. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (P) 11. EASEMENT FOR PADMOUNT SUBSTATION 3.2 WIDE (P1) 12. RESTRICTION ON THE USE OF LAND (R) 13. RESTRICTION ON THE USE OF LAND (S) 14. RESTRICTION ON THE USE OF LAND 15. RESTRICTION ON THE USE OF LAND 16. RESTRICTION ON THE USE OF LAND 17. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (J) 18. RIGHT OF ACCESS VARIABLE WIDTH (K) 19. EASEMENT FOR SERVICES VARIABLE WIDTH (L) 20. EASEMENT FOR ACCESS, MAINTENANCE AND CONSTRUCTION 0.9 WIDE (G) 21. EASEMENT FOR DRAINAGE OF WATER 7.5 WIDE (M) 22. RIGHT OF ACCESS VARIABLE WIDTH (B2) 23. RIGHT OF ACCESS VARIABLE WIDTH (B1) 24. EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (D1) 25. RIGHT OF ACCESS VARIABLE WIDTH (B3) 		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: X11295-STG2B		

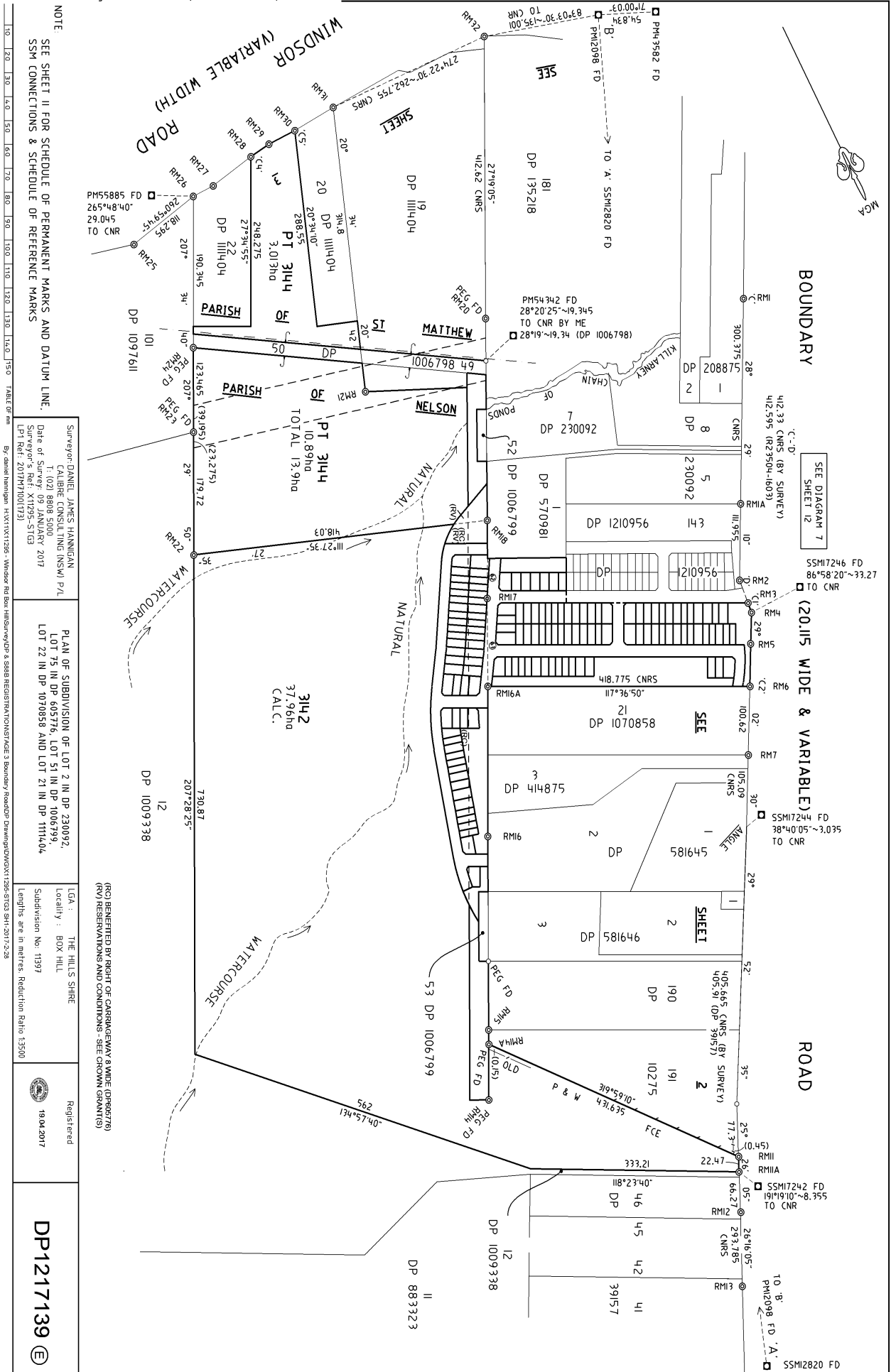
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Date of Endorsement: 19.2.19		
Executed by Mogul Stud Pty Limited (ACN 000 331 840) by:		
 Signature	 Signature	
..... Name (Block Letters) Name (Block Letters)	
 Office Held	 Office Held	
If space is insufficient use additional annexure sheet		
Surveyor's Reference: X11295-STG2B		



PLAN FIRM 1217139
 DP 1217139
 WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION
 Plan
 Sheet 1 of 12 sheets

NOTE:
 SEE SHEET 11 FOR SCHEDULE OF PERMANENT MARKS AND DATUM LINE.
 SSM CONNECTIONS & SCHEDULE OF REFERENCE MARKS

Surveyor: DANIEL JAMES HANNIGAN
 CALIBRE CONSULTING (NSW) P/L
 I: (02) 8808 5000
 Date of Survey: 09 JANUARY 2017
 Surveyor's Ref: X11295-STG3
 LPI Ref: 2017M71001731
 By: daniel.hannigan H:\X11295-STG3 - Windsor Rd Box Hills\Survey\DP & S888 REGISTRATIONS\STAGE 3 Boundary Road\DP Drawing\DWG\X11295-STG3 SH-2017-2-28

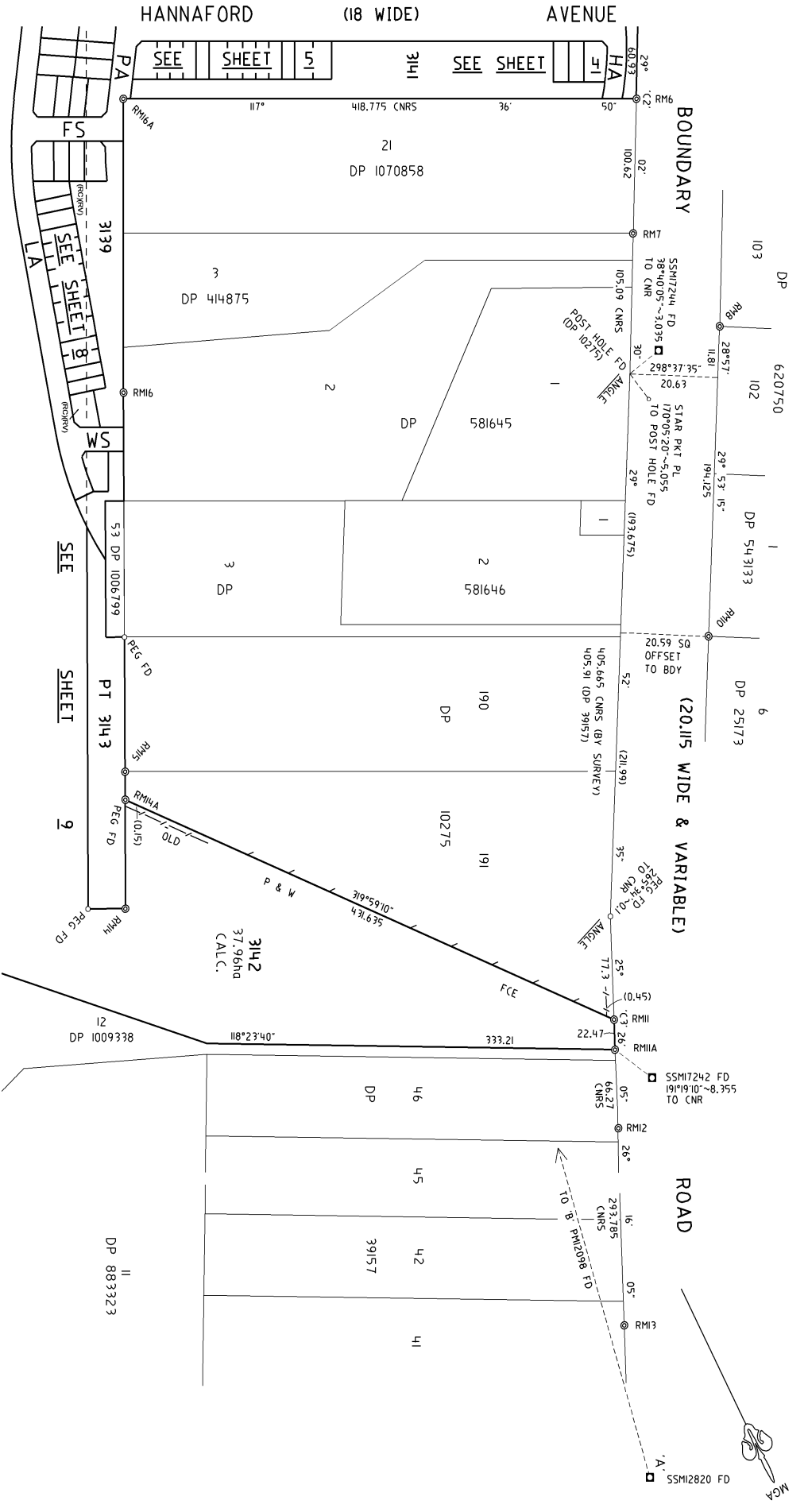
PLAN OF SUBDIVISION OF LOT 2 IN DP 230092,
 LOT 75 IN DP 605776, LOT 51 IN DP 1006799,
 LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111604

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Subdivision No: 1197
 Lengths are in metres. Reduction Ratio: 1:3500

Registered
 18.04.2017

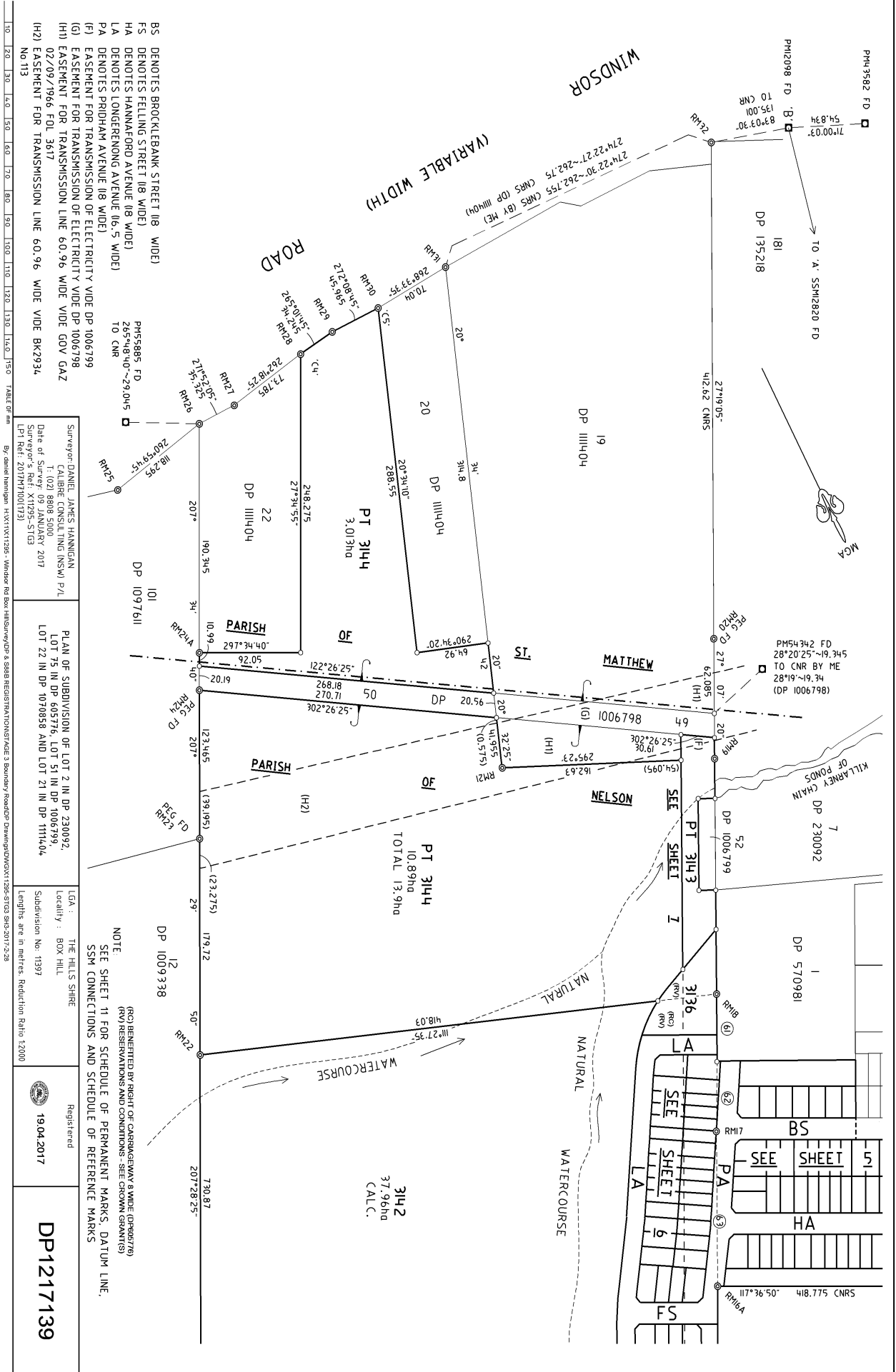
DP1217139

(R) BENEFITTED BY RIGHT OF CARRIAGEWAY & WIDE (DP686776)
 (RV) RESERVATIONS AND CONDITIONS - SEE CROWN GRANTS



<p>FS DENOTES FELLING STREET (18 WIDE) HA DENOTES HANNAFORD AVENUE (16 WIDE) LA DENOTES LONGERENING AVENUE (16.5 WIDE) PA DENOTES PRIDHAM AVENUE (18 WIDE) WS DENOTES WADHAM STREET (18 WIDE)</p>	<p>Surveyor: DANIEL JAMES HANNIGAN CALIBRE CONSULTING (NSW) P/L T: (02) 8808 5000 Date of Survey: 09 JANUARY 2017 Surveyor's Ref: X11295-STG3 LPI Ref: 2017M7101(73)</p>	<p>PLAN OF SUBDIVISION OF LOT 2 IN DP 230092, LOT 75 IN DP 605776, LOT 51 IN DP 1006799, LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111404</p>	<p>LGA: THE HILLS SHIRE Locality: BOX HILL Subdivision No: 1197 Lengths are in metres. Reduction Ratio: 1:2000</p>	<p>Registered 19.04.2017</p>	<p>DP1217139</p>
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NOTE: SEE SHEET 11 FOR SCHEDULE OF PERMANENT MARKS, DATUM LINE, SSM CONNECTIONS AND SCHEDULE OF REFERENCE MARKS.

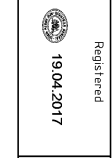


- BS DENOTES BROCKLEBANK STREET (18 WIDE)
- FS DENOTES FELLING STREET (18 WIDE)
- HA DENOTES HANNAFORD AVENUE (18 WIDE)
- LA DENOTES LONGERENDING AVENUE (6.5 WIDE)
- PA DENOTES PRODRAM AVENUE (18 WIDE)
- (F) EASEMENT FOR TRANSMISSION OF ELECTRICITY WIDE DP 1006799
- (G) EASEMENT FOR TRANSMISSION OF ELECTRICITY WIDE DP 1006798
- (H1) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE VIDE GOV GAZ 02/09/1966 FOL 3617
- (H2) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE VIDE BK2934 No.113

Surveyor: DANIEL JAMES HANNIGAN
 CALIBRE CONSULTING (NSW) P/L
 I: (02) 8808 5000
 Date of Survey: 09 JANUARY 2017
 Surveyor's Ref: X11795-STG3
 LPI Ref: 2017M7101(73)

PLAN OF SUBDIVISION OF LOT 2 IN DP 230092,
 LOT 75 IN DP 605776, LOT 51 IN DP 1006799,
 LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111604

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Subdivision No: 1197
 Lengths are in metres. Reduction Ratio: 1:2000



Registered
 19.04.2017
 DP1217139

NOTE:
 (R) BENEFITED BY RIGHT OF CARRIAGEWAY 2 WIDE (DP605776)
 (RV) RESERVATIONS AND CONDITIONS - SEE CROWN GRANTS(S)
 SEE SHEET 11 FOR SCHEDULE OF PERMANENT MARKS, DATUM LINE,
 SSM CONNECTIONS AND SCHEDULE OF REFERENCE MARKS

3142
 37.96ha
 CALC.

PT 3144
 3.013ha

PT 3144
 10.89ha
 TOTAL 13.9ha

PARISH

PARISH

MATTHEW

NELSON

NATURAL

NATURAL

NATURAL

ROAD

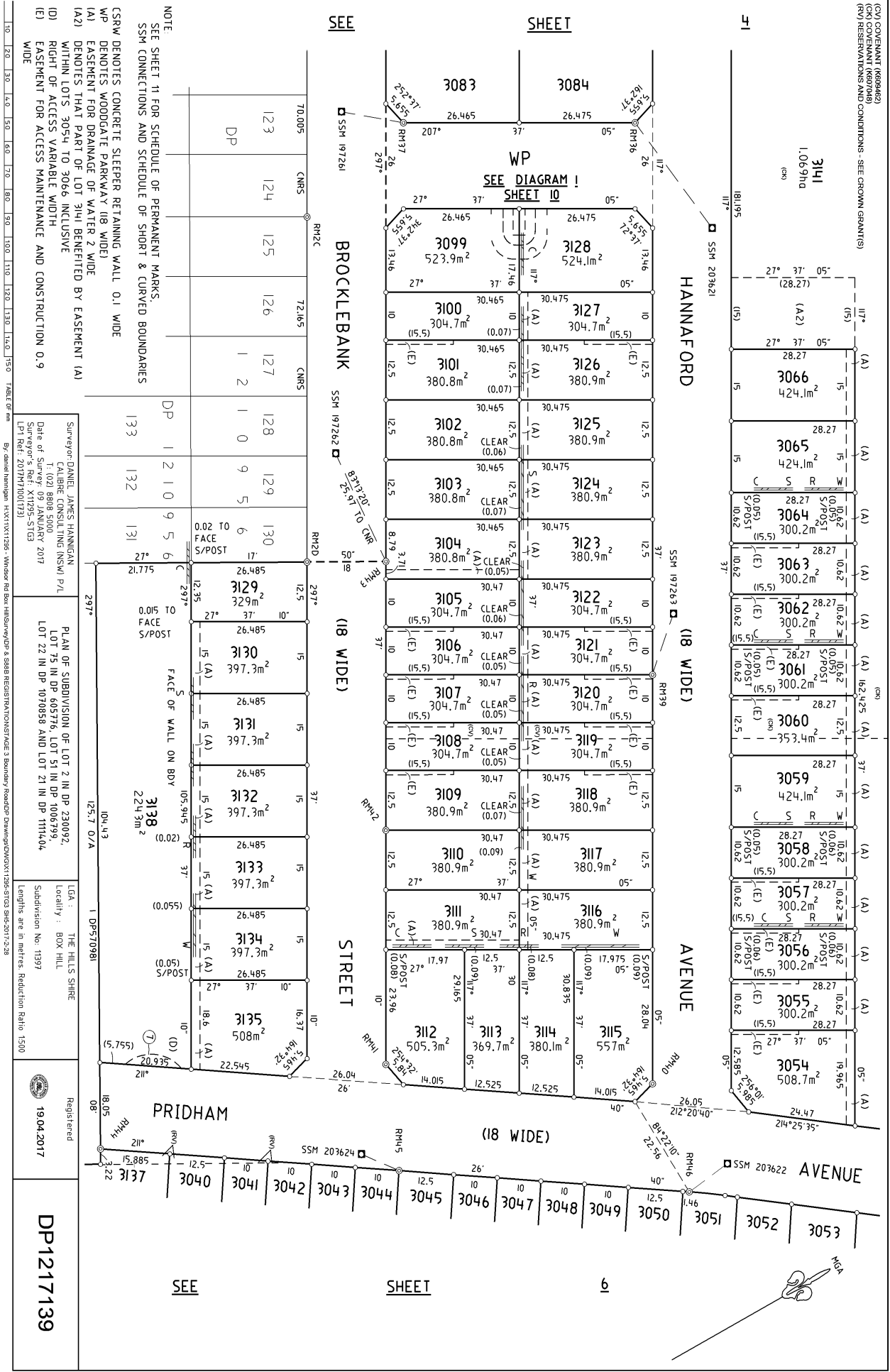
(VARIABLE WIDTH)

WINDSOR

KILLARNEY CHAIN OF PONDS



MGA



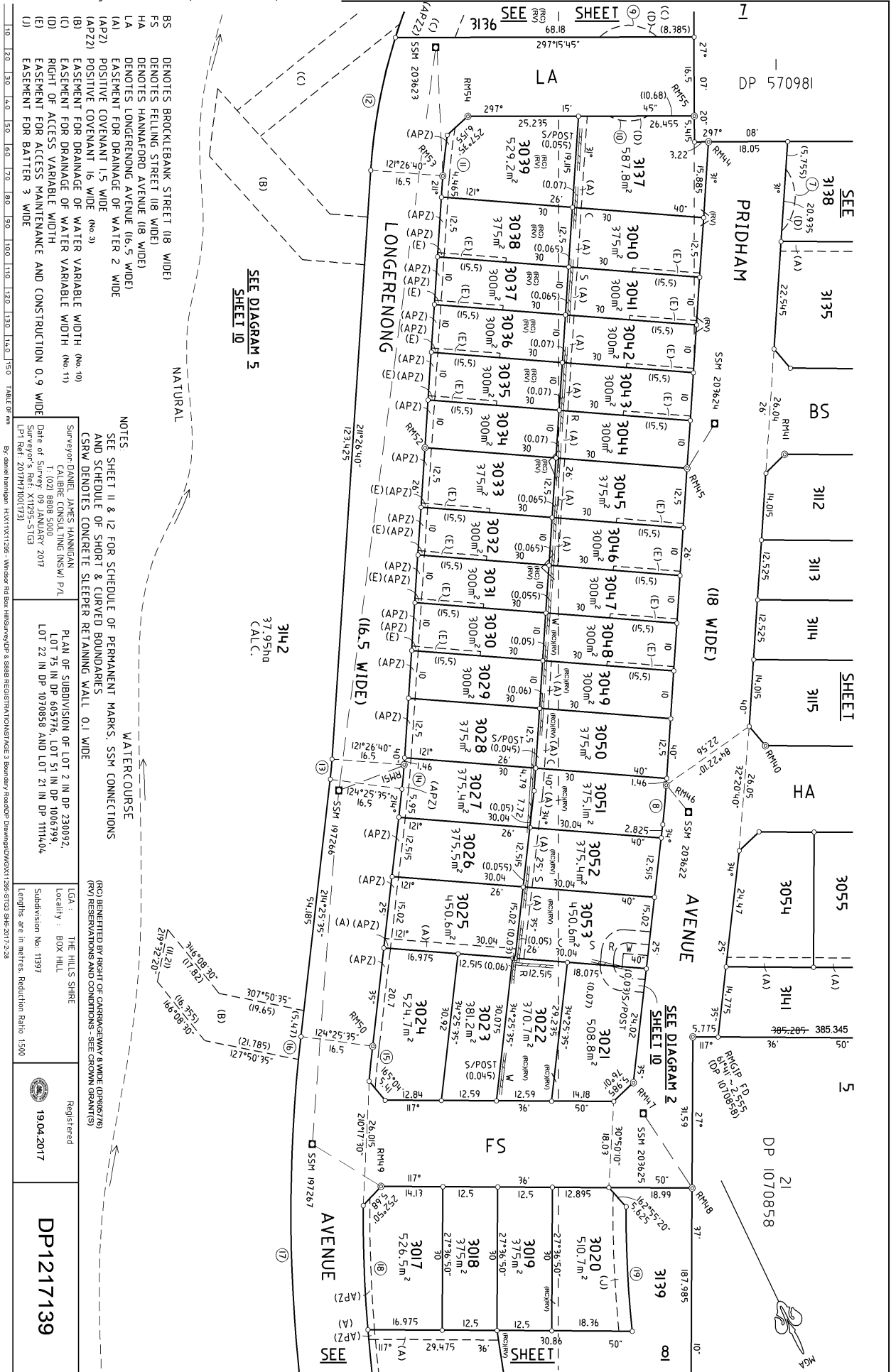
SEE

SHEET

6

71





- BS DENOTES BROCKLEBANK STREET (18 WIDE)
- FS DENOTES FELLING STREET (18 WIDE)
- HA DENOTES HANNAFORD AVENUE (18 WIDE)
- LA DENOTES LONGERENONG AVENUE (16.5 WIDE)
- EA EASEMENT FOR DRAINAGE OF WATER 2 WIDE
- APZ1 POSITIVE COVENANT 1.5 WIDE (No. 3)
- APZ2 POSITIVE COVENANT 1.6 WIDE (No. 3)
- EA EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (No. 10)
- EA EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (No. 11)
- EA EASEMENT FOR ACCESS VARIABLE WIDTH
- EA EASEMENT FOR ACCESS MAINTENANCE AND CONSTRUCTION 0.9 WIDE
- EA EASEMENT FOR BATTER 3 WIDE

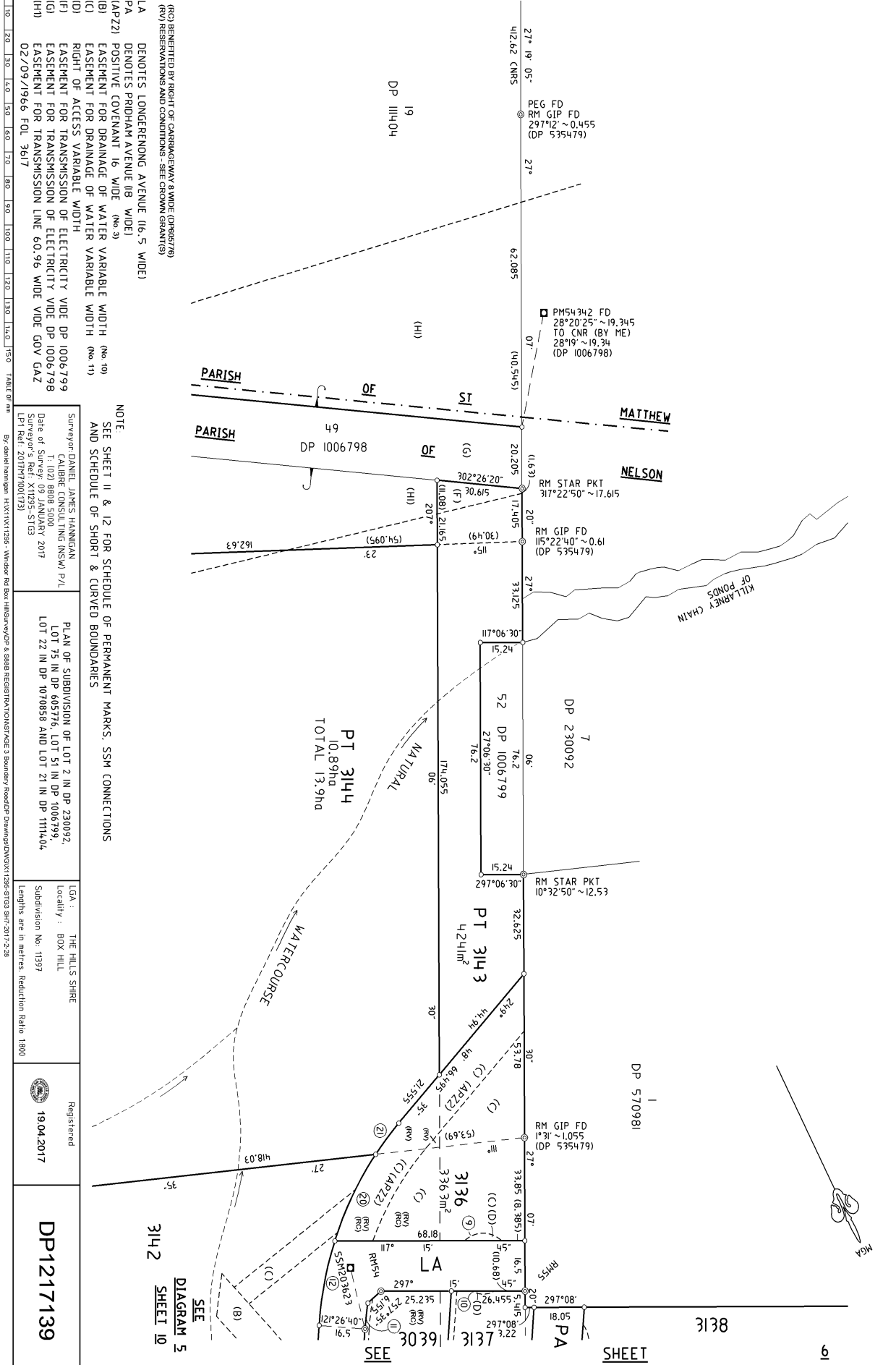
NOTES
 SEE SHEET 11 & 12 FOR SCHEDULE OF PERMANENT MARKS, SSM CONNECTIONS AND SCHEDULE OF SHORT & CURVED BOUNDARIES
 CSRW DENOTES CONCRETE SLEEPER RETAINING WALL 0.1 WIDE

WATERCOURSE
 PLAN OF SUBDIVISION OF LOT 2 IN DP 230092,
 LOT 75 IN DP 605776, LOT 51 IN DP 1006799,
 LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111604

REGULATED BY RIGHT OF CARRIAGEWAY 8 WIDE (0.9576)
 (RV) RESERVATIONS AND CONDITIONS - SEE CROWN GRANT(S)

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Subdivision No.: 1197

Registered
 19.04.2017
 DP1217139



- (AO) BENEFITED BY RIGHT OF CARPARKWAY WIDE (CORRECT)
- (AP) RESERVATIONS AND CONDITIONS - SEE DRAWING SHEET(S)
- LA DENOTES LONGERENING AVENUE (16.5 WIDE)
- PA DENOTES PRIDHAM AVENUE (8 WIDE)
- (APZ1) POSITIVE COVENANT 16 WIDE (No. 3)
- (B) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (No. 10)
- (C) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (No. 11)
- (D) RIGHT OF ACCESS VARIABLE WIDTH
- (E) EASEMENT FOR TRANSMISSION OF ELECTRICITY WIDE DP 1006799
- (F) EASEMENT FOR TRANSMISSION OF ELECTRICITY WIDE DP 1006798
- (G) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE WIDE GOV GAZ
- (H) 02/09/1966 FOL 3617

NOTE:
 SEE SHEET 11 & 12 FOR SCHEDULE OF PERMANENT MARKS, SSM CONNECTIONS
 AND SCHEDULE OF SHORT & CURVED BOUNDARIES

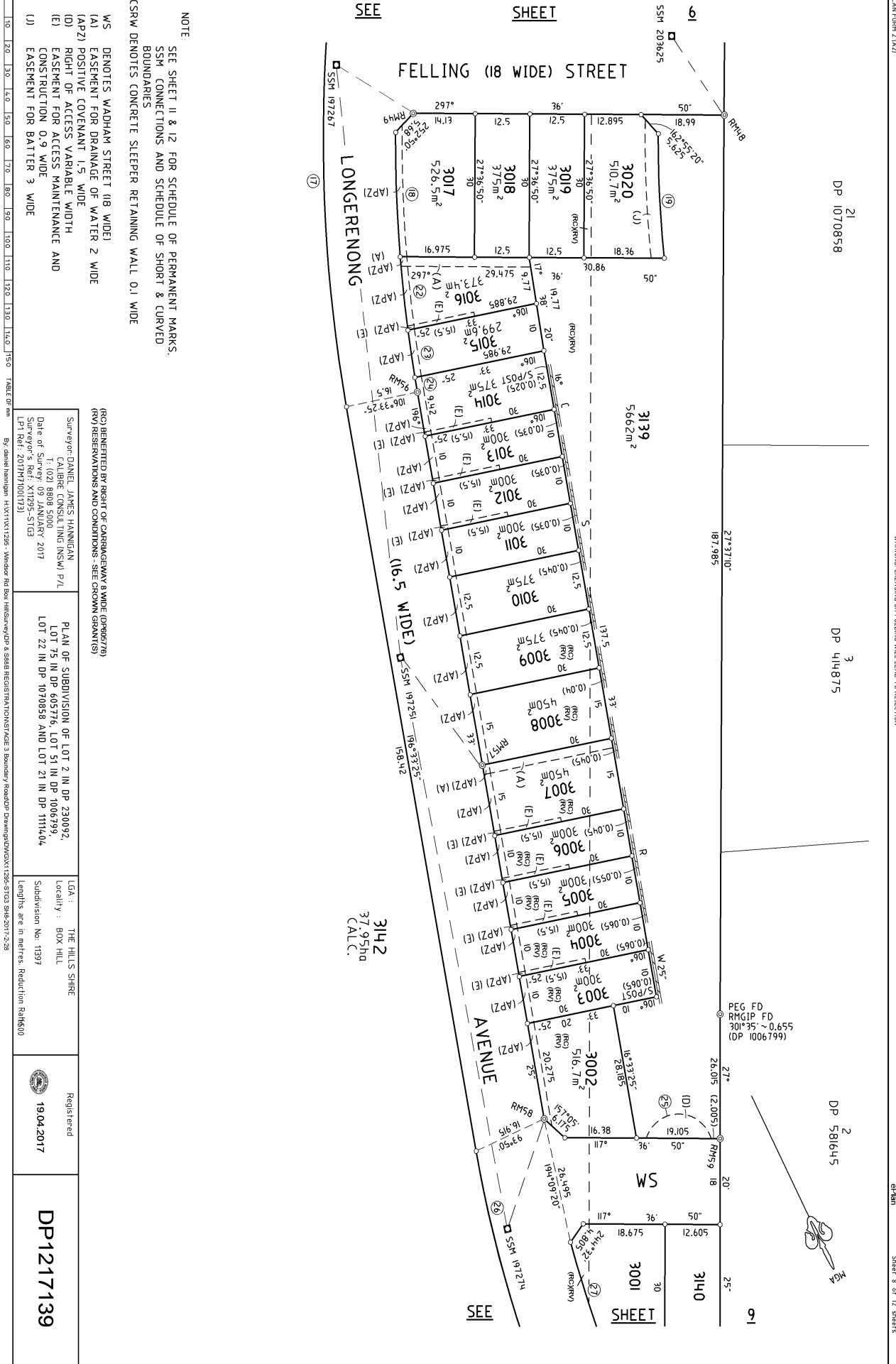
Surveyor: DANIEL JAMES HANNIGAN
 CALIBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 09 JANUARY 2017
 Surveyor's Ref: X11295-STG3
 LPI Ref: 2017M7101(173)

PLAN OF SUBDIVISION OF LOT 2 IN DP 230092,
 LOT 75 IN DP 605776, LOT 51 IN DP 1006799,
 LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111404

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Subdivision No: 11997
 Lengths are in metres Reduction Ratio: 1:800

Registered
 19.04.2017

DP1217139
 DIAGRAM 5
 SHEET 10
 SEE



NOTE
 SEE SHEET 11 & 12 FOR SCHEDULE OF PERMANENT MARKS.
 SSM - CONNECTIONS AND SCHEDULE OF SHORT & CURVED BOUNDARIES
 (SRW DENOTES CONCRETE SLEEPER RETAINING WALL 0.1 WIDE)

WS
 DENOTES WADHAM STREET (18 WIDE)
 (A) EASEMENT FOR DRAINAGE OF WATER 2 WIDE
 (APZ) POSITIVE COVENANT 1.5 WIDE
 (D) RIGHT OF ACCESS VARIABLE WIDTH
 (E) EASEMENT FOR ACCESS MAINTENANCE AND CONSTRUCTION 0.9 WIDE
 (J) EASEMENT FOR BATTER 3 WIDE

(RO) BENEFITED BY RIGHT OF CARRIAGEWAY 8M WIDE (DP68276)
 (RV) RESERVATIONS AND CONDITIONS - SEE CROWN GRANTS

Surveyor: DANIEL JAMES HANNIGAN
 CALBRE CONSULTING (NSW) P/L
 I: (02) 8808 5000
 Date of Survey: 09 JANUARY 2017
 Surveyor's Ref: X11295-STG3
 LPI Ref: 2017M7101(73)

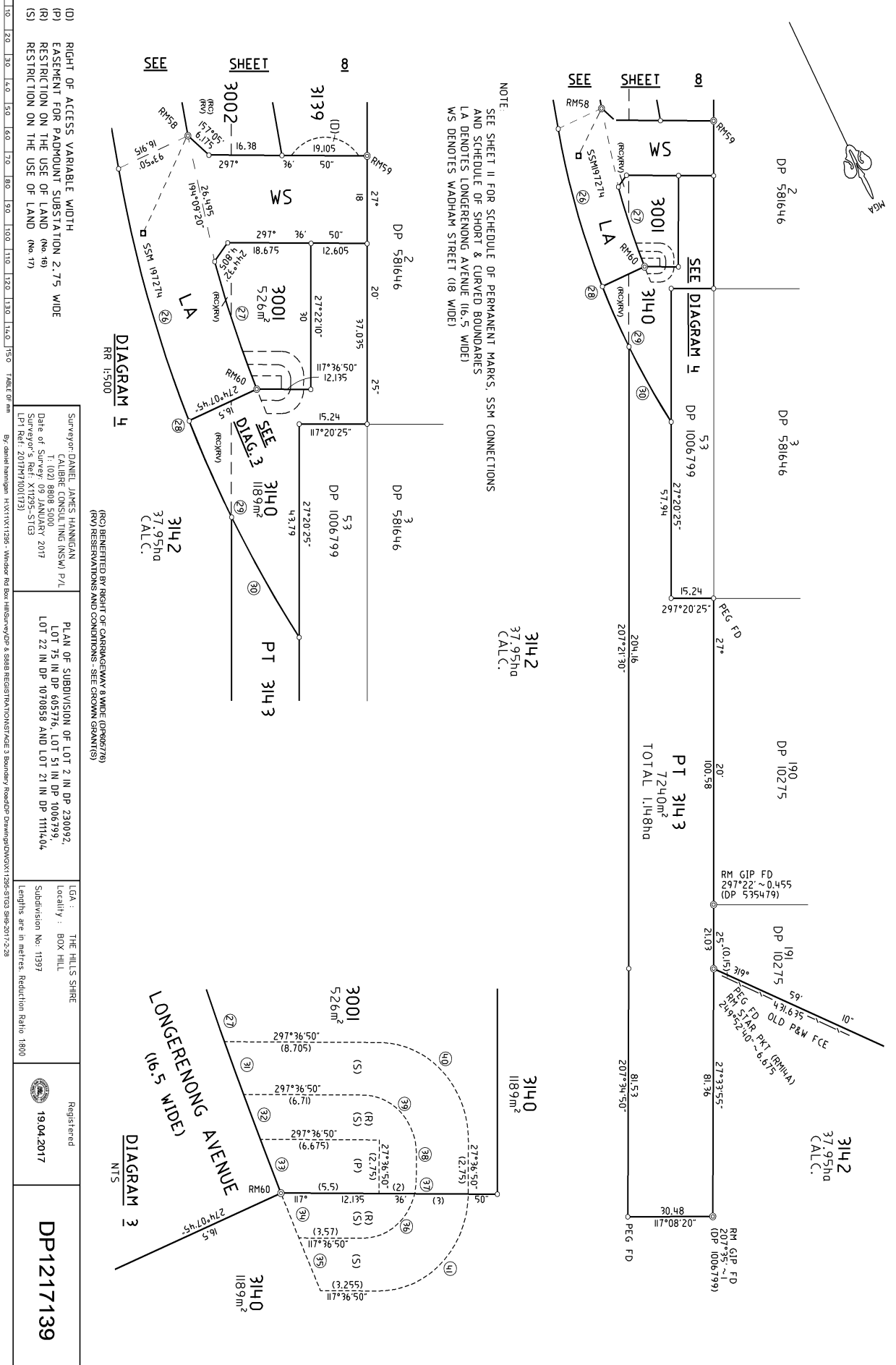
PLAN OF SUBDIVISION OF LOT 2 IN DP 230092,
 LOT 75 IN DP 605776, LOT 51 IN DP 1006799,
 LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111404

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Subdivision No: 1197
 Lengths are in metres Reduction Ref: 6800

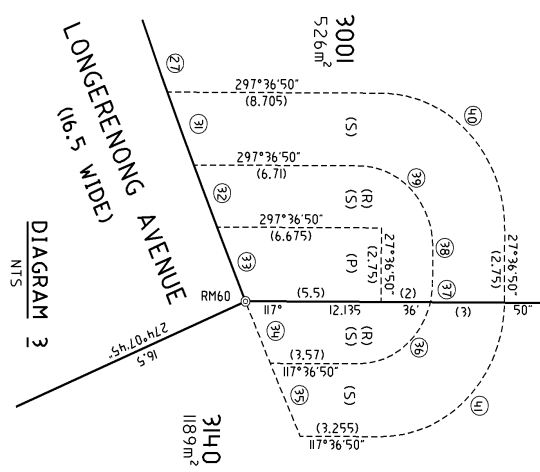
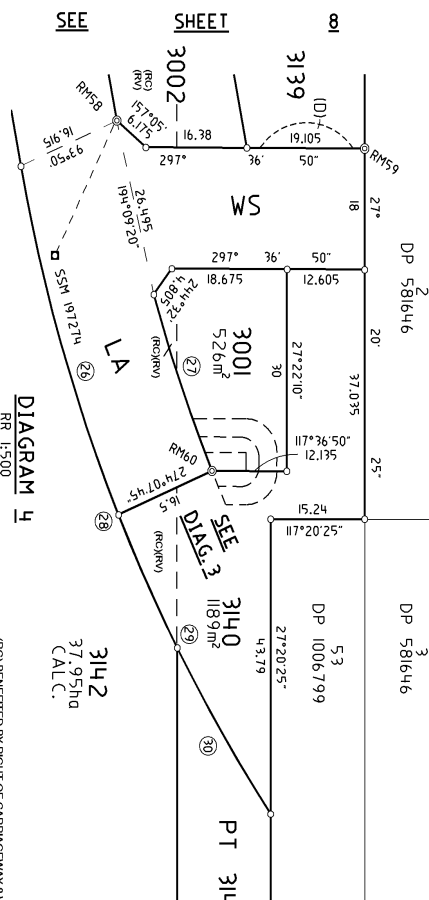
Registered
 19.04.2017

DP1217139

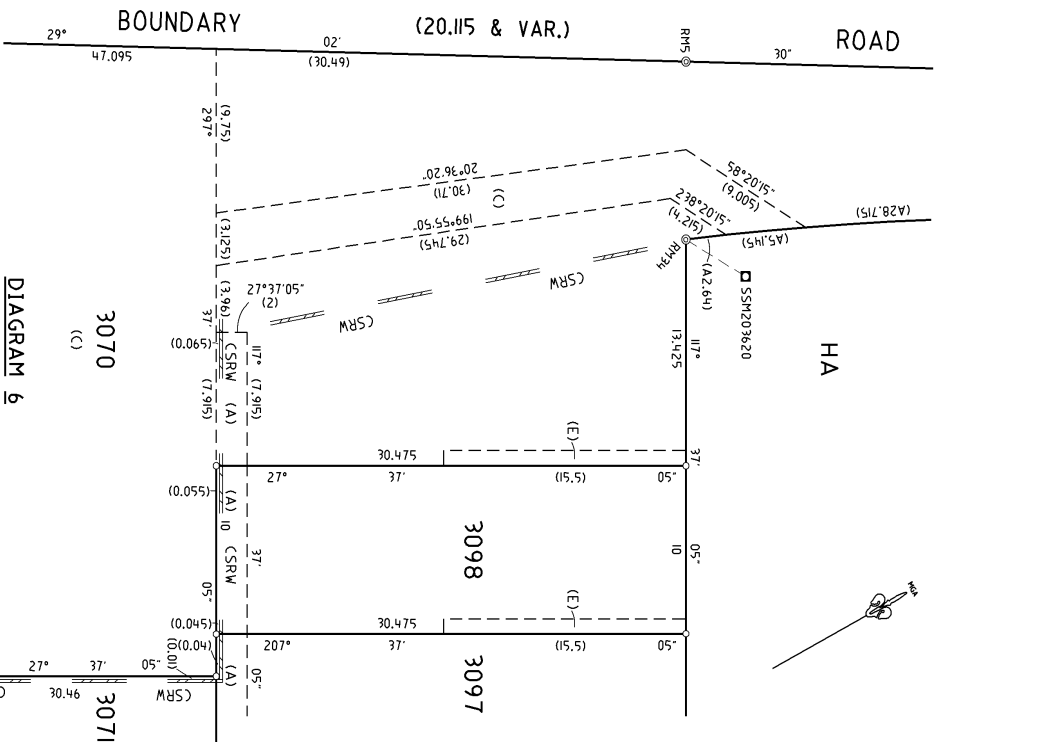
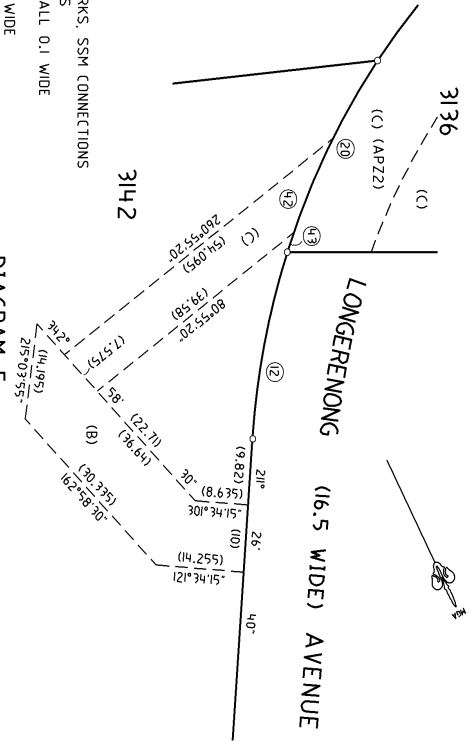
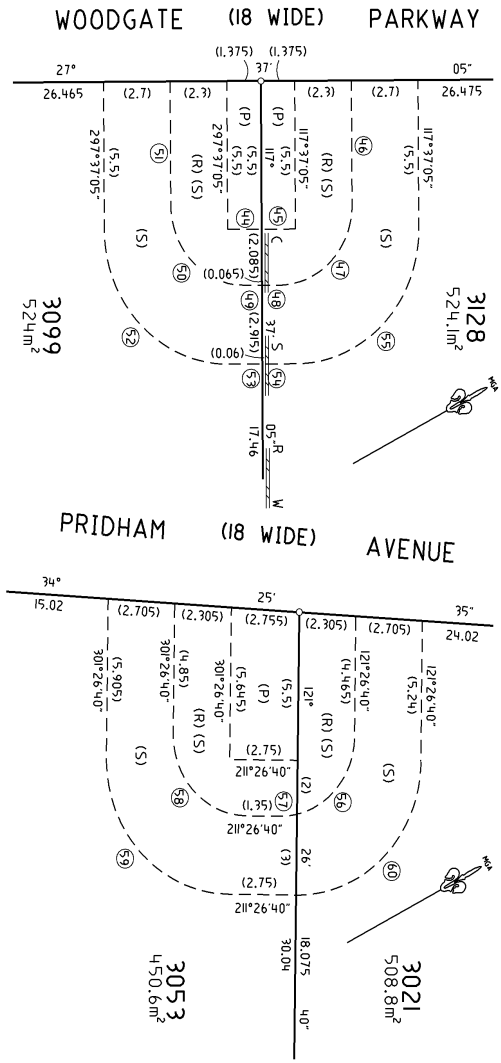
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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NOTE
 SEE SHEET 11 FOR SCHEDULE OF PERMANENT MARKS, SSM CONNECTIONS
 AND SCHEDULE OF SHORT & CURVED BOUNDARIES
 LA DENOTES LONGERONG AVENUE (16.5 WIDE)
 WS DENOTES WADHAM STREET (18 WIDE)



(D)	RIGHT OF ACCESS VARIABLE WIDTH	Surveyor: DANIEL JAMES HANNIGAN	PLAN OF SUBDIVISION OF LOT 2 IN DP 230092, LOT 75 IN DP 605776, LOT 51 IN DP 1006799, LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111604	LGA: THE HILLS SHIRE	Registered 19.04.2017	DP1217139
(P)	EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE	I: (02) 8808 5000	Lot 75 in DP 605776, Lot 51 in DP 1006799, Lot 22 in DP 1070858 and Lot 21 in DP 1111604	Locality: BOX HILL		
(R)	RESTRICTION ON THE USE OF LAND (No 16)	Date of Survey: 09 JANUARY 2017		Subdivision No: 1197		
(S)	RESTRICTION ON THE USE OF LAND (No 17)	Surveyor's Ref: X11295-STG3		Lengths are in metres Reduction Ratio: 1:800		



NOTES:
 SEE SHEET 11 FOR SCHEDULE OF PERMANENT MARKS, SSM CONNECTIONS AND SCHEDULE OF SHORT & CURVED BOUNDARIES
 CSRW DENOTES CONCRETE SLEEPER RETAINING WALL 0.1 METER HIGH
 HA DENOTES HANNAFORD AVENUE (18 WIDE)
 (A) EASEMENT FOR DRAINAGE OF WATER 2 WIDE
 (APZ22) POSITIVE COVENANT 16 WIDE (No. 9)
 (B) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (No. 10)
 (C) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (No. 11)
 (E) EASEMENT FOR ACCESS MAINTENANCE AND CONSTRUCTION 0.9 METER WIDE
 (P) EASEMENT FOR PADMOUNT SUBSTATION 2.75 METER WIDE
 (R) RESTRICTION ON THE USE OF LAND (No. 16)
 (S) RESTRICTION ON THE USE OF LAND (No. 17)

DIAGRAM 1
 NTS

DIAGRAM 2
 NTS

DIAGRAM 3
 NTS

DIAGRAM 4
 NTS

DIAGRAM 5
 NTS

DIAGRAM 6
 NTS

Surveyor: DANIEL JAMES HANNIGAN
 CALIBRE CONSULTING (NSW) P/L
 I: (02) 8808 5000
 Date of Survey: 09 JANUARY 2017
 Surveyor's Ref: X11295-SIEG
 LPI Ref: 2017M7101(73)

PLAN OF SUBDIVISION OF LOT 2 IN DP 230092,
 LOT 75 IN DP 605776, LOT 51 IN DP 1006799,
 LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111404

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Subdivision No: 1197
 Lengths are in metres Reduction Ratio: NTS

Registered
 19.04.2017

DP1217139

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	27°08'40"	53.565	55.745	200
2	37°07'50"	44.9	(24.07)	9.5
3	37°07'50"	81.3		
4	36°25'35"	26.5	26.52	184
5	31°26'40"	8.225	(12.995)	9.55
6	32°56'05"	8.225	(14.29)	15.8
7	29°17'40"	28.045	(13.23)	(14.455)
8	29°17'40"	28.045	(13.23)	10
9	29°17'40"	28.045	(13.23)	10
10	29°17'40"	28.045	(13.23)	10
11	29°17'40"	28.045	(13.23)	10
12	29°17'40"	28.045	(13.23)	10
13	29°17'40"	28.045	(13.23)	10
14	29°17'40"	28.045	(13.23)	10
15	29°17'40"	28.045	(13.23)	10
16	29°17'40"	28.045	(13.23)	10
17	29°17'40"	28.045	(13.23)	10
18	29°17'40"	28.045	(13.23)	10
19	29°17'40"	28.045	(13.23)	10
20	29°17'40"	28.045	(13.23)	10
21	29°17'40"	28.045	(13.23)	10
22	29°17'40"	28.045	(13.23)	10
23	29°17'40"	28.045	(13.23)	10
24	29°17'40"	28.045	(13.23)	10
25	29°17'40"	28.045	(13.23)	10
26	29°17'40"	28.045	(13.23)	10
27	29°17'40"	28.045	(13.23)	10
28	29°17'40"	28.045	(13.23)	10
29	29°17'40"	28.045	(13.23)	10
30	29°17'40"	28.045	(13.23)	10
31	29°17'40"	28.045	(13.23)	10
32	29°17'40"	28.045	(13.23)	10
33	29°17'40"	28.045	(13.23)	10
34	29°17'40"	28.045	(13.23)	10
35	29°17'40"	28.045	(13.23)	10
36	29°17'40"	28.045	(13.23)	10
37	29°17'40"	28.045	(13.23)	10
38	29°17'40"	28.045	(13.23)	10
39	29°17'40"	28.045	(13.23)	10
40	29°17'40"	28.045	(13.23)	10
41	29°17'40"	28.045	(13.23)	10
42	29°17'40"	28.045	(13.23)	10
43	29°17'40"	28.045	(13.23)	10
44	29°17'40"	28.045	(13.23)	10
45	29°17'40"	28.045	(13.23)	10
46	29°17'40"	28.045	(13.23)	10
47	29°17'40"	28.045	(13.23)	10
48	29°17'40"	28.045	(13.23)	10
49	29°17'40"	28.045	(13.23)	10
50	29°17'40"	28.045	(13.23)	10
51	29°17'40"	28.045	(13.23)	10
52	29°17'40"	28.045	(13.23)	10
53	29°17'40"	28.045	(13.23)	10
54	29°17'40"	28.045	(13.23)	10
55	29°17'40"	28.045	(13.23)	10
56	29°17'40"	28.045	(13.23)	10
57	29°17'40"	28.045	(13.23)	10
58	29°17'40"	28.045	(13.23)	10
59	29°17'40"	28.045	(13.23)	10
60	29°17'40"	28.045	(13.23)	10
61	29°17'40"	28.045	(13.23)	10
62	29°17'40"	28.045	(13.23)	10
63	29°17'40"	28.045	(13.23)	10

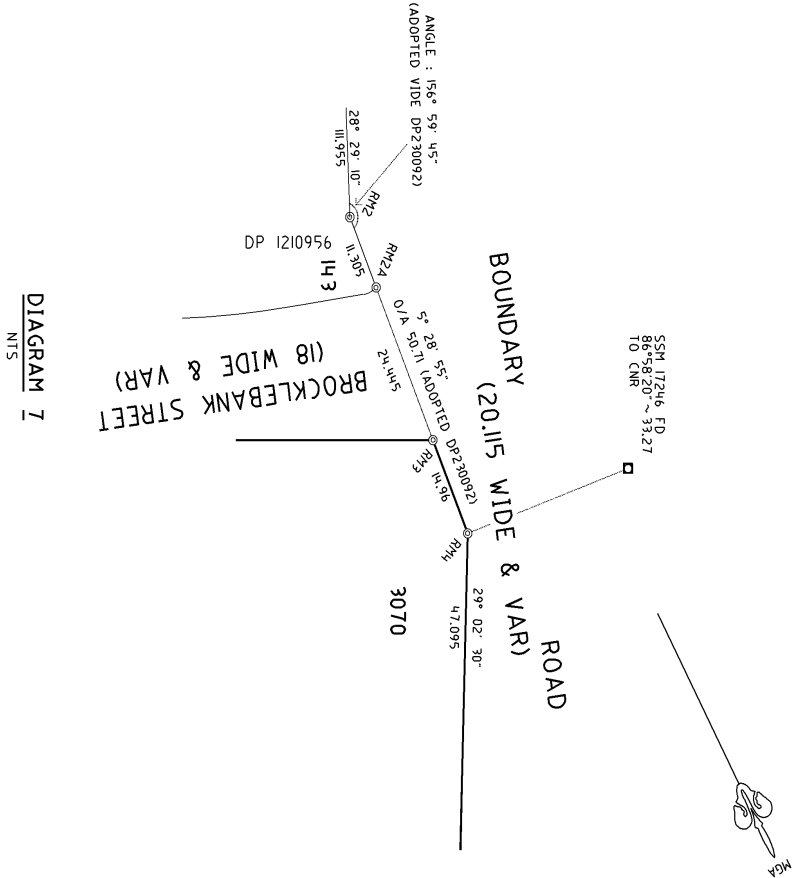


DIAGRAM 7
NTS

Surveyor: DANIEL JAMES HANNIGAN CALIBRE CONSULTING (NSW) P/L I: (02) 8808 5000 Date of Survey: 09 JANUARY 2017 Surveyor's Ref: X11295-STG3 LPI Ref: 2017M7101(73)	PLAN OF SUBDIVISION OF LOT 2 IN DP 230092, LOT 75 IN DP 605776, LOT 51 IN DP 1006199, LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111404	LDA: THE HILLS SHIRE Locality: BOX HILL Subdivision No: 11397 Lengths are in metres Reduction Ratio	Registered 19.04.2017	DP1217139
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TABLE OF DIMENSIONS

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection


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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 7 sheet(s)
<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 19.04.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">DP1217139</p>	
<p>PLAN OF SUBDIVISION OF LOT 2 IN DP 230092, LOT 75 IN DP 605776, LOT 51 IN DP 1006799, LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111404</p>	<p>LGA: THE HILLS SHIRE</p> <p>Locality: BOX HILL</p> <p>Parish: NELSON</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">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:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, DANIEL JAMES HANNIGAN of CALIBRE CONSULTING (NSW) P/L, L2, 2 BURBANK PLACE, NORWEST BUSINESS PARK BAULKHAM HILLS, NSW 2153. ph: 02 8808 5000 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 09 JANUARY 2017</i></p> <p><i>*(b) The part of the land shown in the plan ([^]being/[^]excluding [^].....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature: Dated: 09/01/2017</p> <p>Surveyor ID: 1208</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><small>*Strike through if inapplicable. [^]Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>ANDREW MURRAY BROOKS</u> <i>ANDREW MURRAY BROOKS</i>, [^]Authorised Person/[^]General Manager/[^]Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>A.M. Brooks</i></p> <p>Accreditation number:</p> <p>Consent Authority: THE HILLS SHIRE COUNCIL</p> <p>Date of endorsement: <u>1.3.17</u></p> <p>Subdivision Certificate number: <u>11397</u></p> <p>File number: <u>1657/2015/ZB, 112.17.SC</u></p> <p><small>*Strike through if inapplicable.</small></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 BROCKLEBANK STREET, FELLING STREET, HANNAFORD AVENUE, LONGERENONG AVENUE, PRIDHAM AVENUE, WOODGATE PARKWAY AND WADHAM STREET TO THE PUBLIC AS PUBLIC ROAD.</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 BROCKLEBANK STREET, FELLING STREET, HANNAFORD AVENUE, LONGERENONG AVENUE, PRIDHAM AVENUE, WOODGATE PARKWAY AND WADHAM STREET TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 25173, DP 39157, DP 208875, DP 230092, DP 535479, DP 605776, DP 620750, DP 1006799, DP 1009338, DP 1070858, DP 1097611, DP 1111404, DP 1210956, R23504-1603</p> <p style="text-align: right; font-size: small;">If space is insufficient continue on PLAN FORM 6A</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: X11295-STG3</p>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 7 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  19.04.2017</p> <p>PLAN OF SUBDIVISION OF LOT 2 IN DP 230092, LOT 75 IN DP 605776, LOT 51 IN DP 1006799, LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111404</p> <p>Subdivision Certificate number:11397..... Date of Endorsement:1.3.17.....</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;">DP1217139</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. POSITIVE COVENANT (APZ) 1.5 WIDE 3. POSITIVE COVENANT (APZ2) 16 WIDE 4. POSITIVE COVENANT 5. RESTRICTION ON THE USE OF LAND 6. RESTRICTION ON THE USE OF LAND 7. POSITIVE COVENANT 8. POSITIVE COVENANT 9. EASEMENT FOR DRAINAGE OF WATER 2 WIDE (A) 10. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (B) 11. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (C) 12. RIGHT OF ACCESS VARIABLE WIDTH (D) 13. EASEMENT FOR ACCESS, MAINTENANCE AND CONSTRUCTION 0.9 WIDE (E) 14. EASEMENT FOR BATTER 3 WIDE (J) 15. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (P) 16. RESTRICTION ON THE USE OF LAND (R) 17. RESTRICTION ON THE USE OF LAND (S) 18. RESTRICTION ON THE USE OF LAND 19. RESTRICTION ON THE USE OF LAND 		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: X11295-STG3		

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only

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Registered:  19.04.2017

DP1217139

PLAN OF SUBDIVISION OF

**LOT 2 IN DP 230092, LOT 75 IN DP 605776,
LOT 51 IN DP 1006799, LOT 22 IN
DP 1070858 AND LOT 21 IN DP 1111404**

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

Subdivision Certificate number: 11397

Date of Endorsement: 1.3.17

LOT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3001	31	LONGERENONG	AVENUE	BOX HILL
3002	33	LONGERENONG	AVENUE	BOX HILL
3003	35	LONGERENONG	AVENUE	BOX HILL
3004	37	LONGERENONG	AVENUE	BOX HILL
3005	39	LONGERENONG	AVENUE	BOX HILL
3006	41	LONGERENONG	AVENUE	BOX HILL
3007	43	LONGERENONG	AVENUE	BOX HILL
3008	45	LONGERENONG	AVENUE	BOX HILL
3009	47	LONGERENONG	AVENUE	BOX HILL
3010	49	LONGERENONG	AVENUE	BOX HILL
3011	51	LONGERENONG	AVENUE	BOX HILL
3012	53	LONGERENONG	AVENUE	BOX HILL
3013	55	LONGERENONG	AVENUE	BOX HILL
3014	57	LONGERENONG	AVENUE	BOX HILL
3015	59	LONGERENONG	AVENUE	BOX HILL
3016	61	LONGERENONG	AVENUE	BOX HILL
3017	1	FELLING	STREET	BOX HILL
3018	3	FELLING	STREET	BOX HILL
3019	5	FELLING	STREET	BOX HILL
3020	7	FELLING	STREET	BOX HILL
3021	8	FELLING	STREET	BOX HILL
3022	6	FELLING	STREET	BOX HILL
3023	4	FELLING	STREET	BOX HILL
3024	2	FELLING	STREET	BOX HILL
3025	67	LONGERENONG	AVENUE	BOX HILL
3026	69	LONGERENONG	AVENUE	BOX HILL
3027	71	LONGERENONG	AVENUE	BOX HILL
3028	73	LONGERENONG	AVENUE	BOX HILL
3029	75	LONGERENONG	AVENUE	BOX HILL
3030	77	LONGERENONG	AVENUE	BOX HILL
3031	79	LONGERENONG	AVENUE	BOX HILL
3032	81	LONGERENONG	AVENUE	BOX HILL

LOT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3033	83	LONGERENONG	AVENUE	BOX HILL
3034	85	LONGERENONG	AVENUE	BOX HILL
3035	87	LONGERENONG	AVENUE	BOX HILL
3036	89	LONGERENONG	AVENUE	BOX HILL
3037	91	LONGERENONG	AVENUE	BOX HILL
3038	93	LONGERENONG	AVENUE	BOX HILL
3039	95	LONGERENONG	AVENUE	BOX HILL
3040	N/A	PRIDHAM	AVENUE	BOX HILL
3041	N/A	PRIDHAM	AVENUE	BOX HILL
3042	N/A	PRIDHAM	AVENUE	BOX HILL
3043	N/A	PRIDHAM	AVENUE	BOX HILL
3044	N/A	PRIDHAM	AVENUE	BOX HILL
3045	N/A	PRIDHAM	AVENUE	BOX HILL
3046	N/A	PRIDHAM	AVENUE	BOX HILL
3047	N/A	PRIDHAM	AVENUE	BOX HILL
3048	N/A	PRIDHAM	AVENUE	BOX HILL
3049	N/A	PRIDHAM	AVENUE	BOX HILL
3050	N/A	PRIDHAM	AVENUE	BOX HILL
3051	N/A	PRIDHAM	AVENUE	BOX HILL
3052	N/A	PRIDHAM	AVENUE	BOX HILL
3053	N/A	PRIDHAM	AVENUE	BOX HILL
3054	1	HANNAFORD	AVENUE	BOX HILL
3055	3	HANNAFORD	AVENUE	BOX HILL
3056	5	HANNAFORD	AVENUE	BOX HILL
3057	7	HANNAFORD	AVENUE	BOX HILL

If space is insufficient use additional annexure sheet

Surveyor's Reference: X11295-STG3

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  19.04.2017

DP1217139

PLAN OF SUBDIVISION OF
 LOT 2 IN DP 230092, LOT 75 IN DP 605776,
 LOT 51 IN DP 1006799, LOT 22 IN
 DP 1070858 AND LOT 21 IN DP 1111404

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

Subdivision Certificate number: 11397
 Date of Endorsement: 1.3.17

LOT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3058	9	HANNAFORD	AVENUE	BOX HILL
3059	11	HANNAFORD	AVENUE	BOX HILL
3060	13	HANNAFORD	AVENUE	BOX HILL
3061	15	HANNAFORD	AVENUE	BOX HILL
3062	17	HANNAFORD	AVENUE	BOX HILL
3063	19	HANNAFORD	AVENUE	BOX HILL
3064	21	HANNAFORD	AVENUE	BOX HILL
3065	23	HANNAFORD	AVENUE	BOX HILL
3066	25	HANNAFORD	AVENUE	BOX HILL
3067	49	HANNAFORD	AVENUE	BOX HILL
3068	51	HANNAFORD	AVENUE	BOX HILL
3069	53	HANNAFORD	AVENUE	BOX HILL
3070	2	BROCKLEBANK	STREET	BOX HILL
3071	4	BROCKLEBANK	STREET	BOX HILL
3072	6	BROCKLEBANK	STREET	BOX HILL
3073	8	BROCKLEBANK	STREET	BOX HILL
3074	10	BROCKLEBANK	STREET	BOX HILL
3075	12	BROCKLEBANK	STREET	BOX HILL
3076	14	BROCKLEBANK	STREET	BOX HILL
3077	16	BROCKLEBANK	STREET	BOX HILL
3078	18	BROCKLEBANK	STREET	BOX HILL
3079	20	BROCKLEBANK	STREET	BOX HILL
3080	22	BROCKLEBANK	STREET	BOX HILL
3081	24	BROCKLEBANK	STREET	BOX HILL
3082	26	BROCKLEBANK	STREET	BOX HILL
3083	28	BROCKLEBANK	STREET	BOX HILL
3084	30	HANNAFORD	AVENUE	BOX HILL
3085	32	HANNAFORD	AVENUE	BOX HILL
3086	34	HANNAFORD	AVENUE	BOX HILL
3087	36	HANNAFORD	AVENUE	BOX HILL
3088	38	HANNAFORD	AVENUE	BOX HILL
3089	40	HANNAFORD	AVENUE	BOX HILL

LOT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3090	42	HANNAFORD	AVENUE	BOX HILL
3091	44	HANNAFORD	AVENUE	BOX HILL
3092	46	HANNAFORD	AVENUE	BOX HILL
3093	48	HANNAFORD	AVENUE	BOX HILL
3094	50	HANNAFORD	AVENUE	BOX HILL
3095	52	HANNAFORD	AVENUE	BOX HILL
3096	54	HANNAFORD	AVENUE	BOX HILL
3097	56	HANNAFORD	AVENUE	BOX HILL
3098	58	HANNAFORD	AVENUE	BOX HILL
3099	30	BROCKLEBANK	STREET	BOX HILL
3100	32	BROCKLEBANK	STREET	BOX HILL
3101	34	BROCKLEBANK	STREET	BOX HILL
3102	36	BROCKLEBANK	STREET	BOX HILL
3103	38	BROCKLEBANK	STREET	BOX HILL
3104	40	BROCKLEBANK	STREET	BOX HILL
3105	42	BROCKLEBANK	STREET	BOX HILL
3106	44	BROCKLEBANK	STREET	BOX HILL
3107	46	BROCKLEBANK	STREET	BOX HILL
3108	48	BROCKLEBANK	STREET	BOX HILL
3109	50	BROCKLEBANK	STREET	BOX HILL
3110	52	BROCKLEBANK	STREET	BOX HILL
3111	54	BROCKLEBANK	STREET	BOX HILL
3112	N/A	PRIDHAM	AVENUE	BOX HILL
3113	N/A	PRIDHAM	AVENUE	BOX HILL
3114	N/A	PRIDHAM	AVENUE	BOX HILL
3115	N/A	PRIDHAM	AVENUE	BOX HILL
3116	4	HANNAFORD	AVENUE	BOX HILL

If space is insufficient use additional annexure sheet

Surveyor's Reference: X11295-STG3


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Office Use Only
 Registered:  19.04.2017

Office Use Only
DP1217139

**PLAN OF SUBDIVISION OF
 LOT 2 IN DP 230092, LOT 75 IN DP 605776,
 LOT 51 IN DP 1006799, LOT 22 IN
 DP 1070858 AND LOT 21 IN DP 1111404**

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

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

Subdivision Certificate number: 11397
 Date of Endorsement: 1.3.17

LOT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3117	6	HANNAFORD	AVENUE	BOX HILL
3118	8	HANNAFORD	AVENUE	BOX HILL
3119	10	HANNAFORD	AVENUE	BOX HILL
3120	12	HANNAFORD	AVENUE	BOX HILL
3121	14	HANNAFORD	AVENUE	BOX HILL
3122	16	HANNAFORD	AVENUE	BOX HILL
3123	18	HANNAFORD	AVENUE	BOX HILL
3124	20	HANNAFORD	AVENUE	BOX HILL
3125	22	HANNAFORD	AVENUE	BOX HILL
3126	24	HANNAFORD	AVENUE	BOX HILL
3127	26	HANNAFORD	AVENUE	BOX HILL
3128	28	HANNAFORD	AVENUE	BOX HILL
3129	43	BROCKLEBANK	STREET	BOX HILL
3130	45	BROCKLEBANK	STREET	BOX HILL
3131	47	BROCKLEBANK	STREET	BOX HILL
3132	49	BROCKLEBANK	STREET	BOX HILL
3133	51	BROCKLEBANK	STREET	BOX HILL
3134	53	BROCKLEBANK	STREET	BOX HILL
3135	55	BROCKLEBANK	STREET	BOX HILL
3136	N/A	LONGERENONG	AVENUE	BOX HILL
3137	N/A	PRIDHAM	AVENUE	BOX HILL
3138	99-111	LONGERENONG	AVENUE	BOX HILL
3139	N/A	PRIDHAM	AVENUE	BOX HILL
3140	N/A	WADHAM	STREET	BOX HILL
3141	27-47	HANNAFORD	STREET	BOX HILL
3142	N/A	LONGERENONG	AVENUE	BOX HILL
3143	N/A	LONGERENONG	AVENUE	BOX HILL
3144	N/A	WINDSOR	ROAD	BOX HILL

If space is insufficient use additional annexure sheet

Surveyor's Reference: X11295-STG3


PLAN FORM 6A (2012)

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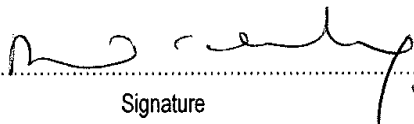
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Office Use Only	Office Use Only
Registered:  19.04.2017	<h1>DP1217139</h1>
PLAN OF SUBDIVISION OF LOT 2 IN DP 230092, LOT 75 IN DP 605776, LOT 51 IN DP 1006799, LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111404	
Subdivision Certificate number: <u>11397</u> Date of Endorsement: <u>1.3.17</u>	

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

Executed by Jundu Pty Limited (ACN 055 425 780) by:


Signature




Signature

Michael Schenck
Name (Block Letters)

Deborah Redelman
Name (Block Letters)

DIRECTOR / SECRETARY
Office Held

Director
Office Held

Executed for and on behalf of
Australia and New Zealand Banking Group Limited) 
ABN 11 005 357 522) Signature of Attorney
under Power of Attorney dated 18th November 2002) In the presence of
and registered in New South Wales) 
Book: 4376 Folio: 410 by) Signature of Witness

ANDREW BOARD
who certifies that he/she is a
Senior Manager / Manager
and that he/she has not received
notice of revocation of that Power.) Katherine Niezner
Print name of Witness
18/242 Pitt Street
SYDNEY NSW 2000
Address of Witness


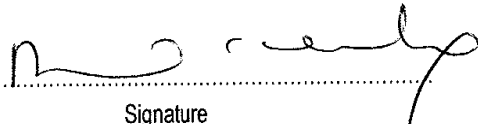
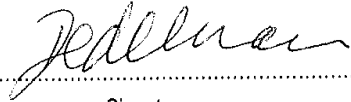


If space is insufficient use additional annexure sheet

Surveyor's Reference: X11295-STG3

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 7 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  19.04.2017</p> <p>PLAN OF SUBDIVISION OF LOT 2 IN DP 230092, LOT 75 IN DP 605776, LOT 51 IN DP 1006799, LOT 22 IN DP 1070858 AND LOT 21 IN DP 1111404</p> <p>Subdivision Certificate number: <u>11397</u> Date of Endorsement: <u>1.3.17</u></p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1217139</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<p>Executed by Mogul Stud Pty Limited (ACN 000 331 840) by:</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  Signature </div> <div style="text-align: center;">  Signature </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <u>Richard Schindler</u> Name (Block Letters) </div> <div style="text-align: center;"> <u>Deborah Redelman</u> Name (Block Letters) </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <u>Director / Secretary</u> Office Held </div> <div style="text-align: center;"> <u>Director</u> Office Held </div> </div> <div style="margin-top: 20px;"> <p>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)</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p><u>ANDREW BOARD</u> who certifies that he/she is a Senior Manager / Manager and that he/she has not received notice of revocation of that Power.</p> </div> <div style="width: 45%; border-left: 1px solid black; padding-left: 5px;"> <p> Signature of Attorney</p> <p> Signature of Witness</p> <p><u>Katherine Niezner</u> Print name of Witness</p> <p>18/242 Pitt Street SYDNEY NSW 2000 Address of Witness</p> </div> </div> </div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: X11295-STG3		

PLAN FORM 2 (A2)

DP1226134

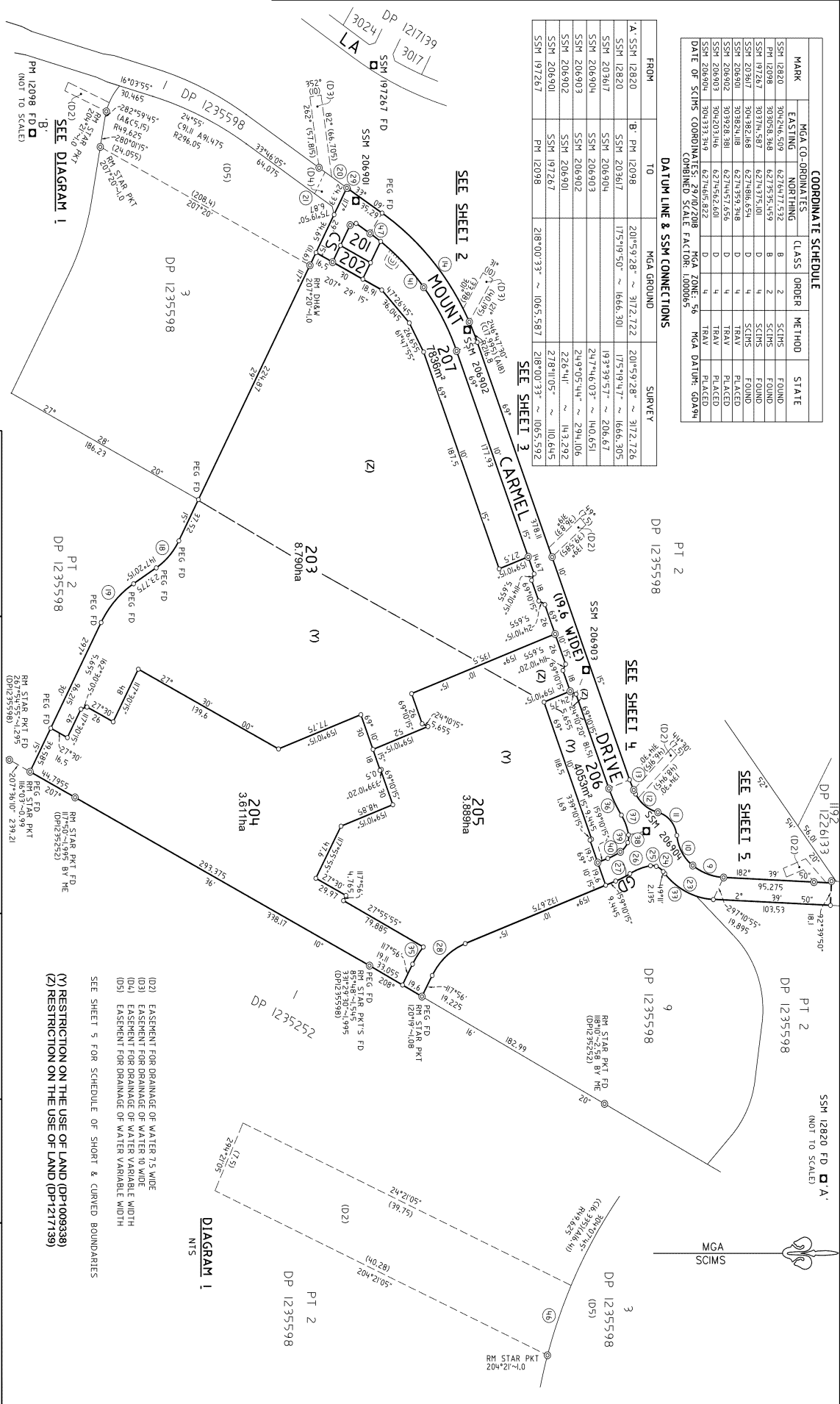
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gPlan

Sheet 1 of 5 sheets

COORDINATE SCHEDULE						
MARK	EASTING	NORTHINGS	CLASS	ORDER	METHOD	STATE
SSM 12820	302446.509	6275617.532	B	2	SCIMS	FOUND
SSM 203617	302935.308	6273535.679	B	2	SCIMS	FOUND
SSM 206903	302928.281	6274959.348	D	4	TRAV	PLACED
SSM 206902	302928.281	6274959.348	D	4	TRAV	PLACED
SSM 206901	302928.281	6274959.348	D	4	TRAV	PLACED
SSM 197267	302928.281	6274959.348	D	4	TRAV	PLACED

DATE OF SCIMS COORDINATES: 29/07/2008				
MGA ZONE: 56				
MGA DATUM: GDA94				
COMBINED SCALE FACTOR: 1.000065				
DATUM LINE & SSM CONNECTIONS				
FROM	TO	MGA GROUND	SURVEY	
A. SSM 12820	B. PM 12098	20159.287 ~ 3172.722	20159.287 ~ 3172.726	
SSM 12820	SSM 203617	17519.50 ~ 1666.301	17519.50 ~ 1666.305	
SSM 203617	SSM 206904	19319.57 ~ 206.67	19319.57 ~ 206.67	
SSM 206903	SSM 206902	24946.03 ~ 140.651	24946.03 ~ 140.651	
SSM 206902	SSM 206901	24905.44 ~ 294.106	24905.44 ~ 294.106	
SSM 206901	SSM 197267	2264.47 ~ 143.292	2264.47 ~ 143.292	
SSM 197267	PM 12098	21800.33 ~ 1065.587	21800.33 ~ 1065.592	



CS DENOTES COPENHAGEN STREET (16.5 WIDE)
 GD DENOTES GARDNER DRIVE (9.6 & VAR. WIDTH)
 LA DENOTES LONGERONG AVENUE (16.5 WIDE)

DATE OF SURVEY: 31/01/2019
 REFERENCE: X1793-5102A
 L11 THE REF

SURVEYOR: DANIEL JAMES HANNIGAN
 CALBRE CONSULTING (NSW) P/L
 T: (02) 8888 5000
 Date of Survey: 31/01/2019
 Reference: X1793-5102A
 L11 THE REF

PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226134 AND EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP1235598

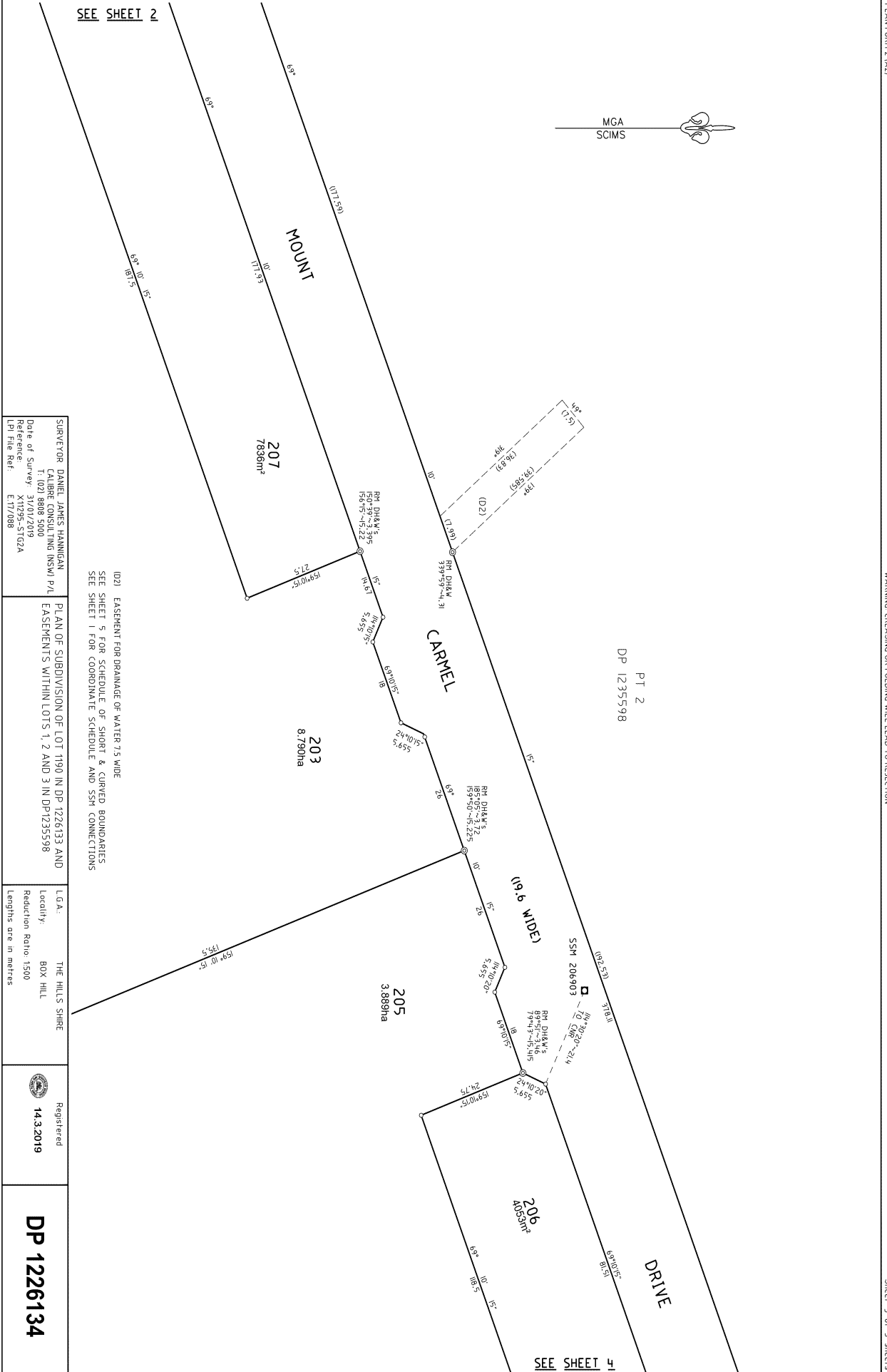
LG.A.: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1:2000
 Lengths are in metres

Registered 14.3.2019
DP 1226134

- (D2) EASEMENT FOR DRAINAGE OF WATER 7.5 WIDE
 - (D3) EASEMENT FOR DRAINAGE OF WATER 10 WIDE
 - (D4) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
 - (D5) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- SEE SHEET 5 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES

(M) RESTRICTION ON THE USE OF LAND (DP1009338)
 (Z) RESTRICTION ON THE USE OF LAND (DP1217139)

DIAGRAM 1
 NTS



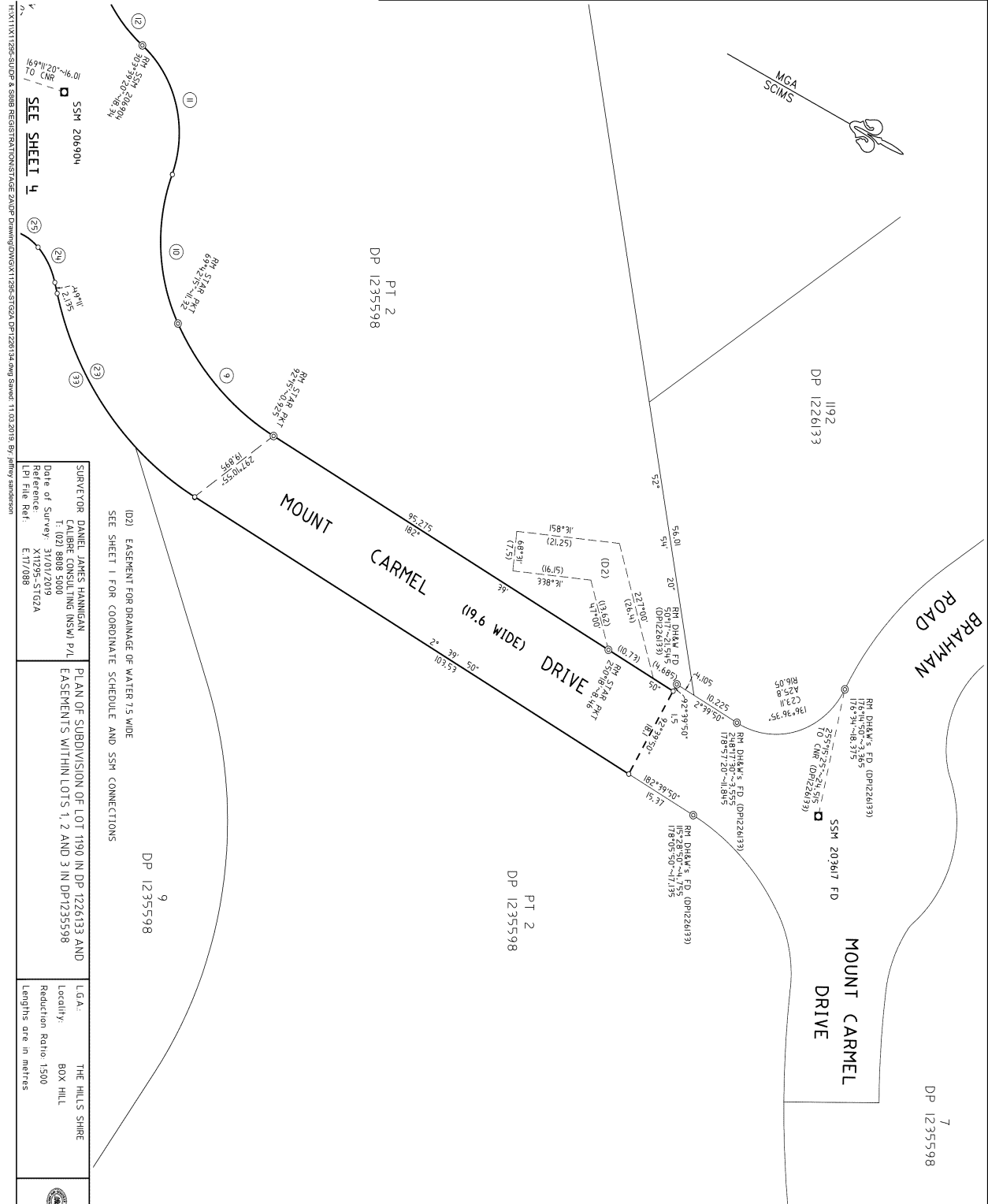
SEE SHEET 2

SEE SHEET 4

SURVEYOR: DANIEL JAMES HANNIGAN CALBRE CONSULTING (NSW) P/L T: (02) 8808 5000 Date of Survey: 31/01/2019 Reference: X11795-5102A Lot File Ref: L117/888	PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226133 AND EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP 1225598	L.G.A.: THE HILLS SHIRE Locality: BOX HILL Reduction Ratio: 1:500 Lengths are in metres	Registered 14.3.2019	DP 1226134
--	---	--	-------------------------	------------

(D2) EASEMENT FOR DRAINAGE OF WATER 7.5 WIDE
 SEE SHEET 5 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
 SEE SHEET 1 FOR COORDINATE SCHEDULE AND SSM CONNECTIONS

PLAN 117265-SUBDP & 8888 REGISTRATION/STAGE 2A/DP Drawing/DWG/117265-ST/2A/DP-1226134.dwg Sheet: 11/03/2019 By: jenny.sanderson



SURVEYOR DANIEL JAMES HANNIGAN
 CALBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 31/01/2019
 Reference: X1795-5102A
 L11/1880
 L11/1880

PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226133 AND
 EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP 1235598

L.G.A.: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1:500
 Lengths are in metres

Registered
 14.3.2019


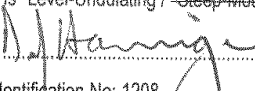
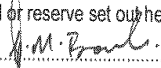
DP 1226134


SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	163°10'20"	41.325	20.04	31
2	126°39'10"	28.7	14.92	54.445
3	295°01'30"	49.06	49.92	82
4	323°02'20"	43.935	6.6	70
5	324°32'20"	41.8	1.78	65.4
6	172°09'45"	1.78	1.78	65.4
7	72°41'20"	194.545	195.75	508.395
8	57°2'7"	20.875	20.89	140
9	199°28'20"	28.915	29.395	50
10	239°45'50"	28.12	28.935	35.05
11	228°12'05"	25.07	26.74	21.65
12	216°51'15"	24.575	25.415	30.05
13	230°02'40"	15.645	15.63	29.8
14	231°09'40"	87.695	88.045	288.95
15	204°55'	28.67	29.085	49.625
16	116°48'40"	62.65	62.415	200.195
17	109°57'05"	29.62	29.955	57.5
18	192°24'45"	42.415	42.955	82.5
19	192°25'15"	29.405	29.405	290.18
20	33°28'40"	26.925	26.925	2920.79
21	213°30'15"	26.925	26.925	2920.79
22	204°52'25"	91.425	91.425	464.05
23	204°52'25"	91.425	91.425	464.05
24	185°28'50"	7.465	7.465	15.05
25	185°28'50"	5.21	5.27	10.05
26	160°22'20"	19.215	19.31	55.05
27	154°44'50"	13.935	13.945	90.3
28	198°33'05"	38.88	39.73	55.2
29	33°10'05"	1.887	1.88	290.18
30	359°18'05"	160.775	161.895	654
31	12°40'20"	104.375	105.145	760
32	12°40'20"	104.375	105.145	760
33	331°41'55"	33.135	33.565	60.3
34	344°49'55"	11.535	11.54	197.2
35	124°22'30"	16.785	16.82	74.8
36	62°47'50"	24.265	24.315	109.3
37	68°29'05"	17.155	17.28	41.05
38	96°54'55"	6.23	6.315	11.05
39	191°41'15"	9.895	10.06	16.05
40	125°1'50"	16.925	16.915	19.2
41	52°45'05"	3.775	3.775	89.7
42	244°41'20"	3.775	3.775	89.7
43	237°13'05"	4.055	4.06	30.05
44	242°51'30"	11.775	11.775	216.8
45	213°28'10"	13.38	13.38	290.19
46	290°18'45"	7.52	7.525	49.625
47	344°49'35"	11.535	11.54	197.2
48	169°02'40"	7.07	7.855	5
49	125°02'40"	4.045	4.11	3
50	259°02'40"	4.245	4.71	3
51	138°05'05"	10.895	10.895	197.2
52	140°03'45"	2.715	2.715	197.2
53	140°03'45"	2.315	2.315	197.2
54	140°47'35"	2.775	2.775	197.2
55	14°31'55"	2.775	2.775	197.2
56	142°16'25"	2.325	2.325	197.2
57	143°00'30"	2.735	2.735	197.2
58	139°24'45"	16.025	16.025	290.19
59	139°24'45"	16.425	16.425	290.19
60	234°42'20"	6.3	6.3	290.19


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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Registered:  14.3.2019 Title System: TORRENS	Office Use Only <h1 style="text-align: center;">DP 1226134</h1>	
PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226133 AND EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP 1235598	LGA: THE HILLS SHIRE Locality: BOX HILL Parish: NELSON County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> <p>I, DANIEL JAMES HANNIGAN of CALIBRE CONSULTING (NSW) P/L, L2, 2 BURBANK PLACE, NORWEST BUSINESS PARK BAULKHAM HILLS, NSW 2153. PH: 02 8808 5000 a surveyor registered under the <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 31 / 01 /2019,</p> <p>*(b) The part of the land shown in the plan excluding Lot 2058 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 29 /06 /2018 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: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 31/01/19</p> <p>Surveyor Identification No: 1208 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">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: Date: File Number: Office:</p>	
Plans used in the preparation of survey/compilation. DP 1226133, DP 1235598	<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>ANDREW BROOKS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: Consent Authority: THE HILLS SHIRE COUNCIL Date of endorsement: 19.2.19 Subdivision Certificate number: 11714 File number: DA No. 1509/2015/JPZ, 69.19.SC</p> <p>*Strike through if inapplicable.</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 COPENHAGEN STREET, GARDINER DRIVE AND MOUNT CARMEL DRIVE TO THE PUBLIC AS PUBLIC ROAD</p>	
Surveyor's Reference: X11295-STG2A (E. 17/088)	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)
Registered:  14.3.2019	Office Use Only	
PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226133 AND EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP 1235598	<h1 style="margin: 0;">DP 1226134</h1>	
Subdivision Certificate number: 11714 Date of Endorsement: 19.2.19	Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. POSITIVE COVENANT 3. EASEMENT FOR DRAINAGE OF WATER 7.5 WIDE (D2) 4. EASEMENT FOR DRAINAGE OF WATER 10 WIDE (D3) 5. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D4) 6. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D5) 7. RESTRICTION ON THE USE OF LAND 8. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (P) 9. RESTRICTION ON THE USE OF LAND (R) 10. RESTRICTION ON THE USE OF LAND (S) 11. RESTRICTION ON THE USE OF LAND 12. RESTRICTION ON THE USE OF LAND <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO RELEASE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR DRAINAGE OF WATER 3 WIDE CREATED BY DP 1226133 		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: X11295-STG2A (E. 17/088)		

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)																																								
Registered:  14.3.2019	Office Use Only DP 1226134																																									
PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226133 AND EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP 1235598		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																																								
Subdivision Certificate number: <u>11714</u>																																										
Date of Endorsement: <u>19.2.19</u>																																										
<table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 15%;">LOT NO.</th> <th style="width: 10%;">STREET NO.</th> <th style="width: 25%;">STREET NAME</th> <th style="width: 10%;">STREET TYPE</th> <th style="width: 40%;">LOCALITY</th> </tr> </thead> <tbody> <tr> <td>201</td> <td>2</td> <td>COPENHAGEN</td> <td>STREET</td> <td>BOX HILL</td> </tr> <tr> <td>202</td> <td>4</td> <td>COPENHAGEN</td> <td>STREET</td> <td>BOX HILL</td> </tr> <tr> <td>203</td> <td>6-36</td> <td>COPENHAGEN</td> <td>STREET</td> <td>BOX HILL</td> </tr> <tr> <td>204</td> <td>38</td> <td>COPENHAGEN</td> <td>STREET</td> <td>BOX HILL</td> </tr> <tr> <td>205</td> <td>N/A</td> <td>MOUNT CARMEL</td> <td>DRIVE</td> <td>BOX HILL</td> </tr> <tr> <td>206</td> <td>N/A</td> <td>MOUNT CARMEL</td> <td>DRIVE</td> <td>BOX HILL</td> </tr> <tr> <td>207</td> <td>N/A</td> <td>MOUNT CARMEL</td> <td>DRIVE</td> <td>BOX HILL</td> </tr> </tbody> </table>			LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY	201	2	COPENHAGEN	STREET	BOX HILL	202	4	COPENHAGEN	STREET	BOX HILL	203	6-36	COPENHAGEN	STREET	BOX HILL	204	38	COPENHAGEN	STREET	BOX HILL	205	N/A	MOUNT CARMEL	DRIVE	BOX HILL	206	N/A	MOUNT CARMEL	DRIVE	BOX HILL	207	N/A	MOUNT CARMEL	DRIVE	BOX HILL
LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY																																						
201	2	COPENHAGEN	STREET	BOX HILL																																						
202	4	COPENHAGEN	STREET	BOX HILL																																						
203	6-36	COPENHAGEN	STREET	BOX HILL																																						
204	38	COPENHAGEN	STREET	BOX HILL																																						
205	N/A	MOUNT CARMEL	DRIVE	BOX HILL																																						
206	N/A	MOUNT CARMEL	DRIVE	BOX HILL																																						
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ePlan

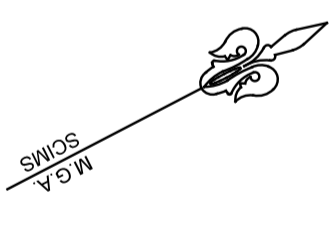
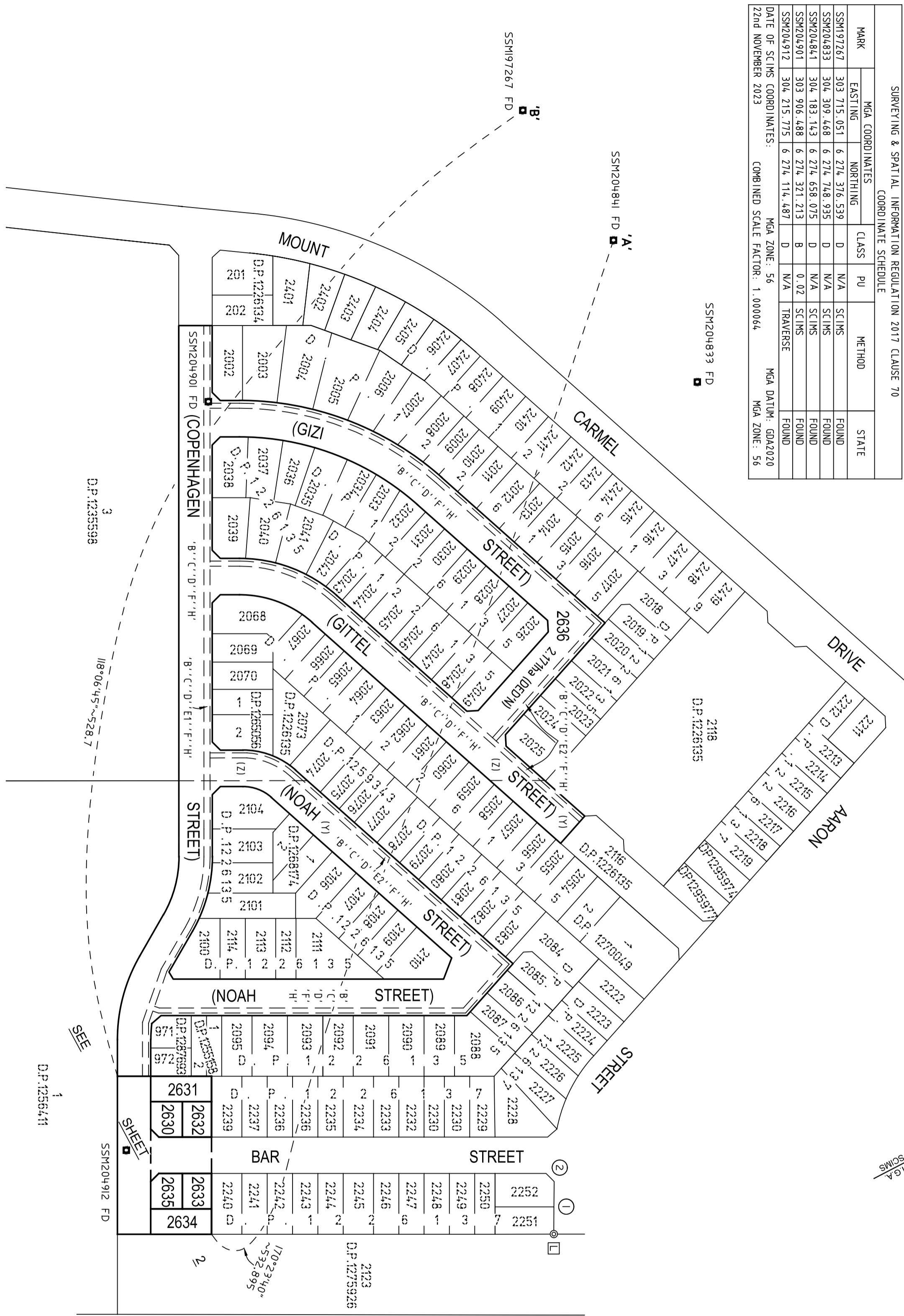
PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
Registered: 14.3.2019	Office Use Only Office Use Only	
PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226133 AND EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP 1235598	<h1 style="margin: 0;">DP 1226134</h1>	
Subdivision Certificate number: <u>11714</u> Date of Endorsement: <u>19.2.19</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Executed by Mogul Stud Pty Limited (ACN 000 331 840) by:		
Signature	Signature	
<u>Richard Chamberlain</u> Name (Block Letters)	<u>Deborah Redelman</u> Name (Block Letters)	
<u>Director</u> Office Held	<u>Director</u> Office Held	
If space is insufficient use additional annexure sheet		
Surveyor's Reference: X11295-STG2A (E. 17/088)		



DATUM LINE AND MGA TRAVERSE				
MARK	TO	MGA GROUND BEARING	MGA GROUND DISTANCE	SURVEY BEARING
SSM204841 'A'	SSM197267 'B'	238°58'30"	546.200	238°58'30"
SSM204841	SSM204833	54°16'27"	155.597	54°16'30"
SSM197267	SSM204901	106°07'10"	199.258	106°07'14"
SSM204901	SSM204912	-	-	123°45'31"
SSM204841	SSM204833	-	-	356°33'55"
				544.529

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM197267	303 715 051	6 274 376 539	D	N/A	SCIMS	FOUND
SSM204833	304 309 468	6 274 748 935	D	N/A	SCIMS	FOUND
SSM204841	304 183 143	6 274 658 075	D	N/A	SCIMS	FOUND
SSM204901	303 906 488	6 274 321 213	B	0.02	SCIMS	FOUND
SSM204912	304 215 775	6 274 114 487	D	N/A	TRAVERSE	FOUND

DATE OF SCIMS COORDINATES: MGA ZONE: 56
22nd NOVEMBER 2023 COMBINED SCALE FACTOR: 1.000064 MGA DATUM: GDA2020
MGA ZONE: 56



No.	BEARING	DISTANCE	DESCRIPTION
A	115°32'30"	3.365	RM D.H. & W. FD (D.P. 1226135)
A	116°36'20"	14.595	RM D.H. & W. FD (D.P. 1226135)
B	48°38'30"	3.515	RM D.H. & W. FD (D.P. 1226135)
B	43°47'50"	12.185	RM D.H. & W. FD (D.P. 1226135)
C	25°39'	3.39	RM D.H. & W. FD (D.P. 1226135)
C	27°31'50"	12.045	RM D.H. & W. FD (D.P. 1226135)
D	305°27'	3.38	RM D.H. & W. PLACED
D	300°13'	14.64	RM D.H. & W. PLACED
E	271°01'	3.765	RM D.H. & W. FD (D.P. 1226135)
E	290°08'	14.755	RM D.H. & W. FD (D.P. 1226135)
F	36°35'	3.345	RM D.H. & W. FD (D.P. 1226135)
F	31°42'40"	12.095	RM D.H. & W. FD (D.P. 1226135)
G	38°36'	3.385	RM D.H. & W. FD (D.P. 1226135)
G	30°43'	12.07	RM D.H. & W. FD (D.P. 1226135)
H	198°50'	4.5	RM D.H. & W. FD (D.P. 1275926)
I	66°66'	6.66	RM D.H. & W. PLACED
J	70°43'	3.31	RM D.H. & W. PLACED
K	296°41'30"	3.36	RM D.H. & W. FD (D.P. 1226137)
K	296°29'55"	14.535	RM D.H. & W. FD (D.P. 1226137)
L	175°30'30"	4.06	RM D.H. & W. FD (D.P. 1226137)
L	191°32'25"	15.185	RM D.H. & W. FD (D.P. 1226137)

SCHEDULE OF LINES		
No.	BEARING	DISTANCE
1	297°56'	26
2	252°43'05"	5.635

- 'B' - RIGHT OF ACCESS VARIABLE WIDTH (D.P. 1226135) (NO.3)
- 'C' - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D.P. 1226135) (NO.4)
- 'D' - EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (D.P. 1226135) (NO.5)
- 'E1' - EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (D.P. 1226135)
- 'E2' - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (D.P. 1226135)
- 'F' - EASEMENT FOR ACCESS & DRAINAGE PURPOSES VARIABLE WIDTH (D.P. 1226135)
- 'H' - POSITIVE COVENANT (D.P. 1226135)
- 'I' - RESTRICTION ON THE USE OF LAND (D.P. 1009381)
- 'Z1' - RESTRICTION ON THE USE OF LAND (D.P. 1217139)
- 'Z2' - RESTRICTION ON THE USE OF LAND (D.P. 1217139)

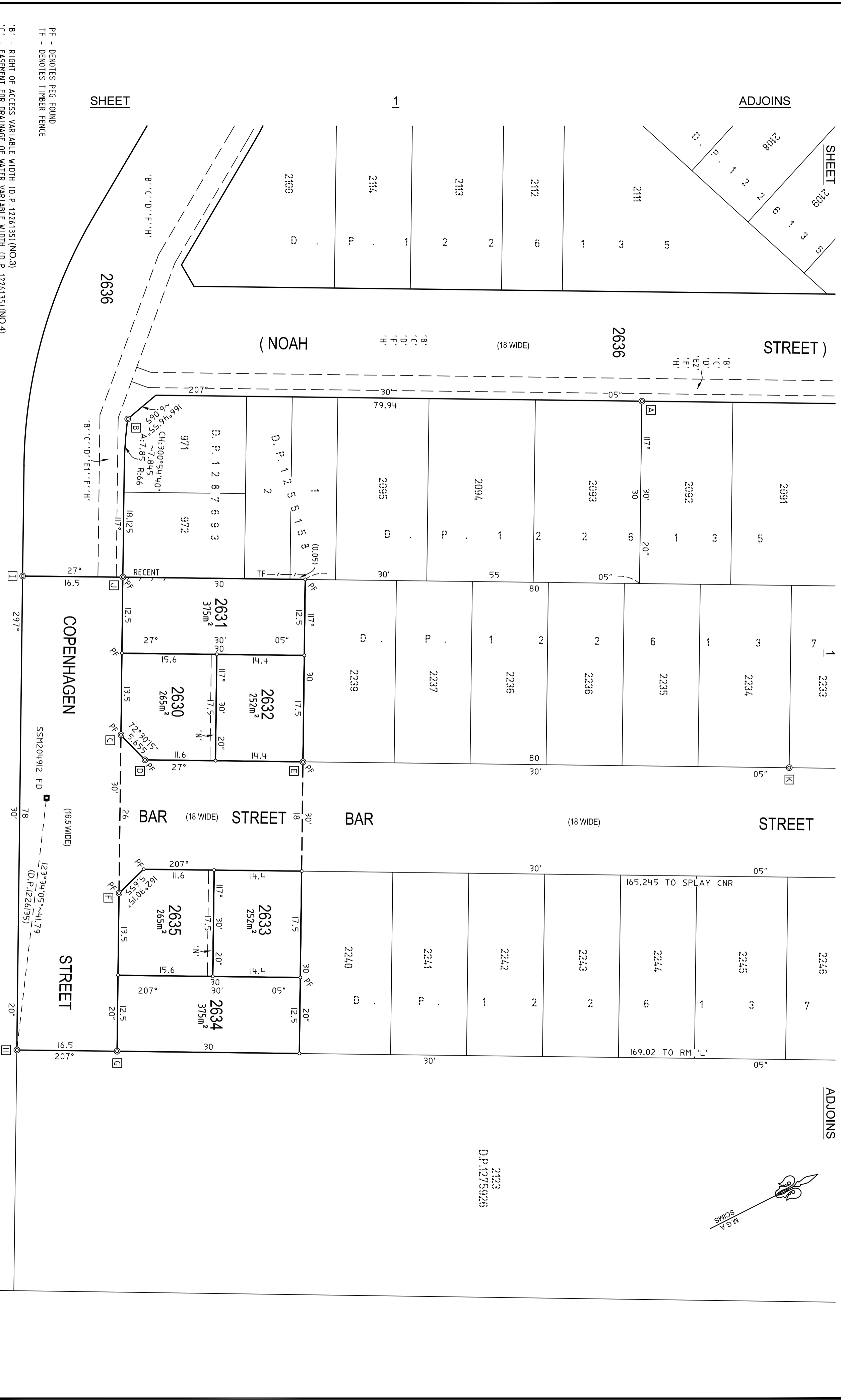
SURVEYOR
Name: MATTHEW JOHN HYNES
Date: 22nd NOVEMBER 2023
Reference: 895-22 Stage 2K MH

PLAN OF SUBDIVISION OF LOTS 2098, 2099, 2115 & 2117 IN D.P. 1226135 & LOT 2124 IN D.P. 1275926

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

Registered
25/02/2025

DP1275929



PF - DENOTES PEG FOUND
 TF - DENOTES TIMBER FENCE

'B' - RIGHT OF ACCESS VARIABLE WIDTH (D.P. 1226135) (NO.3)
 'C' - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D.P. 1226135) (NO.4)
 'D' - EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (D.P. 1226135) (NO.5)
 'E1' - EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (D.P. 1226135)
 'E2' - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (D.P. 1226135)
 'F' - EASEMENT FOR ACCESS & DRAINAGE PURPOSES VARIABLE WIDTH (D.P. 1226135)
 'H' - POSITIVE COVENANT (D.P. 1226135)
 'N' - EASEMENT FOR MAINTENANCE ACCESS AND OTHER PURPOSES 0.9 WIDE

NOTE:
 1. ALL BOUNDARIES OF EASEMENT 'N' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES
 2. ALL BOUNDARIES NOT FENCED UNLESS OTHERWISE SHOWN

SURVEYOR
 Name: MATTHEW JOHN HYNES
 Craig & Rhodes
 Date: 22nd NOVEMBER 2023
 Reference: 695-22 Stage 2K MH

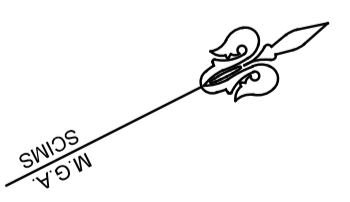
PLAN OF SUBDIVISION OF LOTS 2098, 2099, 2115 & 2117 IN D.P. 1226135 & LOT 2124 IN D.P. 1275926

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1: 400
 Lengths are in metres

Registered
 25/02/2025

DP1275929

FOR REFERENCE MARKS SCHEDULE
 SEE SHEET 1



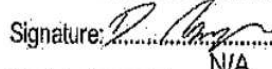


PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  25/02/2025</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1275929</h1>
<p>PLAN OF SUBDIVISION OF LOTS 2098, 2099, 2115 & 2117 IN DP1226135 & LOT 2124 IN DP1275926.</p>	<p>LGA: THE HILLS SHIRE</p> <p>Locality: BOX HILL</p> <p>Parish: NELSON</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, MATHEW JOHN HYNES of COLLIERS CRAIG & RHODES (PH:9869 1855) 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 22nd November 2023</p> <p>*(b) The part of the land shown in the plan (excluding part Lot 2636) 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, 22nd November 2023 the part not surveyed was compiled in accordance with that Regulation, or</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: "A" – "B"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p style="text-align: right;"> Signature: Dated: 22nd November 2023 Electronically signed by me – Mathew Hynes. Affixed by me on 22/11/2023.</p> <p>Surveyor Identification No: 3761 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">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:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, David Munday *Authorised Person/*General Manager/*Registered 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 style="text-align: right;">Electronically signed by me David Munday, affixed by me</p> <p>Signature:  N/A 25/01/2024</p> <p>Registration number:</p> <p>Consent Authority: THE HILLS SHIRE COUNCIL 25/01/2024</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number: 31/2023/SC</p> <p>File number: 1509/2015/JPZ</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation. DP1226134, DP1226135, DP1226137, DP1275926</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC:</p> <ol style="list-style-type: none"> 1. THE EXTENSION OF BAR STREET 18 WIDE 2. THE EXTENSION OF COPENHAGEN STREET 18 WIDE AS PUBLIC ROAD
<p>Surveyor's Reference: 695-22 STAGE 2K MH</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)



25/02/2025

Office Use Only

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Registered:

PLAN OF SUBDIVISION OF LOTS 2098, 2099, 2115 & 2117 IN DP1226135 & LOT 2124 IN DP1275926

DP1275929

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

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

Subdivision Certificate number: 31/2023/SC

Date of Endorsement: 25/01/2024

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN THE TERMS OF THE ACCOMPANYING INSTRUMENT, IT IS INTENDED TO CREATE:

1. EASEMENT FOR MAINTENANCE, ACCESS AND OTHER PURPOSES 0.9 WIDE (N)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN THE TERMS OF THE ACCOMPANYING INSTRUMENT, IT IS INTENDED TO RELEASE:

1. RIGHT OF ACCESS VARIABLE WIDTH (B) CREATED BY DP1226135 (THAT PART TO BE DEDICATED AS COPEHAGEN STREET AND BAR STREET)
2. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (C) CREATED BY DP1226135 (THAT PART TO BE DEDICATED AS COPEHAGEN STREET AND BAR STREET)
3. EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (D) CREATED BY DP1226135 (THAT PART TO BE DEDICATED AS COPEHAGEN STREET AND BAR STREET)
4. EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (E1) CREATED BY DP1226135 (THAT PART TO BE DEDICATED AS COPENHAGEN STREET)
5. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (E2) CREATED BY DP1226135 (THAT PART TO BE DEDICATED AS COPENHAGEN STREET)
6. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (F) CREATED BY DP1226135 (THAT PART TO BE DEDICATED AS COPEHAGEN STREET AND BAR STREET)
7. RIGHT OF ACCESS VARIABLE WIDTH (F) CREATED BY DP1226137 (TO BE DEDICATED AS COPEHAGEN STREET AND BAR STREET)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 695-22 STAGE 2K MH

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)



25/02/2025

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 2098, 2099, 2115 & 2117 IN DP1226135 & LOT 2124 IN DP1275926

DP1275929

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

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

Subdivision Certificate number: 31/2023/SC

Date of Endorsement: 25/01/2024

SURVEYING AND SPATIAL INFORMATION REGULATION CLAUSE 60(c)

SCHEDULE OF LOTS AND ADDRESSES

Lot	Street No.	Street Name	Street Type	Locality
2630	38	Copenhagen	STREET	Box Hill
2631	36	Copenhagen	STREET	Box Hill
2632	4	Bar	STREET	Box Hill
2633	3	Bar	STREET	Box Hill
2634	42	Copenhagen	STREET	Box Hill
2635	40	Copenhagen	STREET	Box Hill
2636	N/A	N/A	STREET	Box Hill

N/A DENOTES STREET ADDRESS NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 695-22 STAGE 2K MH

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)



25/02/2025

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 2098, 2099, 2115 & 2117 IN DP1226135 & LOT 2124 IN DP1275926

DP1275929

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

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

Subdivision Certificate number: 31/2023/SC

Date of Endorsement: 25/01/2024

SIGNATURES:

Executed by Mogul Stud Pty Limited (ACN 000 331 840) by authority of its directors in accordance with Section 127 of the Corporations Act 2001 :

RICHARD BARNEY ARTHUR SCHEINBERG

.....
DIRECTOR / SECRETARY

DEBORAH CATHERINE REDELMAN

.....
DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 695-22 STAGE 2K MH

ePlan

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

LENGTHS ARE IN METRES

Sheet 1 of 26 Sheets

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in DP 1111404
Covered by Subdivision Certificate No. 11397
Dated 1.3.17**

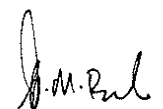
Full name and address of the owner
of the land:

Lot 2 in DP 230092 and Lot 22 in DP 1070858
Jundu Pty Limited ACN 055 425 780
Suite 6, Level 2
32A Oxford Street Darlinghurst NSW 2010

**Lot 75 in DP 605776, Lot 51 in DP 1006799
and Lot 21 in DP 1111404**
Mogul Stud Pty Limited ACN 000 331 840
Suite 6, Level 2
32A Oxford Street Darlinghurst NSW 2010

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Restriction on the Use of Land	3001 - 3069 Inclusive and 3071 - 3135 Inclusive	The Hills Shire Council
2.	Positive Covenant 1.5 wide (APZ)	That part of Lots 3002 - 3017 Inclusive and 3024 - 3039 Inclusive designated (APZ) in the Plan	The Hills Shire Council
3.	Positive Covenant 16 wide (APZ2)	Part 3136 designated (APZ2) in the Plan	The Hills Shire Council



Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
 Lot 75 in DP 605776, Lot 51 in DP 1006799,
 Lot 22 in DP 1070858 and Lot 21 in
 DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4.	Positive Covenant	3137 - 3141 Inclusive	The Hills Shire Council
5.	Restriction on the Use of Land	3070 and 3136 to 3144 Inclusive	The Hills Shire Council
6.	Restriction on the Use of Land	3070 and 3136	The Hills Shire Council
7.	Positive Covenant	3070 and 3136	The Hills Shire Council
8.	Positive Covenant	3001 and 3020	The Hills Shire Council
9.	Easement for Drainage of Water 2 wide (A)	3007 3016 3025 3053 3052 3051 3050 3049 3137 3040 3041 3042 3043 3044 3045 3046	3139 3139 3048 - 3053 Inclusive 3048 - 3052 Inclusive 3048 - 3051 Inclusive 3048 - 3050 Inclusive 3048 and 3049 3048 3040 - 3047 Inclusive 3041 - 3047 Inclusive 3042 - 3047 Inclusive 3043 - 3047 Inclusive 3044 - 3047 Inclusive 3045 - 3047 Inclusive 3046 and 3047 3047

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
 Lot 75 in DP 605776, Lot 51 in DP 1006799,
 Lot 22 in DP 1070858 and Lot 21 in
 DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9. (Cont.)	Easement for Drainage of Water 2 wide (A)	3054	3055 - 3066 Inclusive and Part 3141 designated (A2) in the Plan
		3055	3056 - 3066 Inclusive and Part 3141 designated (A2) in the Plan
		3056	3057 - 3066 Inclusive and Part 3141 designated (A2) in the Plan
		3057	3058 - 3066 Inclusive and Part 3141 designated (A2) in the Plan
		3058	3059 - 3066 Inclusive and Part 3141 designated (A2) in the Plan
		3059	3060 - 3066 Inclusive and Part 3141 designated (A2) in the Plan
		3060	3061 - 3066 Inclusive and Part 3141 designated (A2) in the Plan
		3061	3062 - 3066 Inclusive and Part 3141 designated (A2) in the Plan
		3062	3063 - 3066 Inclusive and Part 3141 designated (A2) in the Plan
		3063	3064 - 3066 Inclusive and Part 3141 designated (A2) in the Plan
3064	3065, 3066 and Part 3141 designated (A2) in the Plan		

Plan:

DP1217139

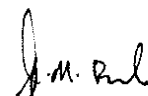
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 Lot 22 in DP 1070858 and Lot 21 in
 DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9. (Cont.)	Easement for Drainage of Water 2 wide (A)	3065 3066 Part 3070 designated (A) in the Plan 3098 3097 3096 3095 3094 3093 3092 3091 3090 3089 3088 3087 3086 3085 3104 3123 3124 3125 3126 3127 3111 3116 3117 3118 3119 3120 3121	3066 and Part 3141 designated (A2) in the Plan Part 3141 designated (A2) in the Plan 3084 - 3098 Inclusive 3084 - 3097 Inclusive 3084 - 3096 Inclusive 3084 - 3095 Inclusive 3084 - 3094 Inclusive 3084 - 3093 Inclusive 3084 - 3092 Inclusive 3084 - 3091 Inclusive 3084 - 3090 Inclusive 3084 - 3089 Inclusive 3084 - 3088 Inclusive 3084 - 3087 Inclusive 3084 - 3086 Inclusive 3084 and 3085 3084 3123 - 3128 Inclusive 3124 - 3128 Inclusive 3125 - 3128 Inclusive 3126 - 3128 Inclusive 3127 and 3128 3128 3116 - 3122 Inclusive 3117 - 3122 Inclusive 3118 - 3122 Inclusive 3119 - 3122 Inclusive 3120 - 3122 Inclusive 3121 and 3122 3122



Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
 Lot 75 in DP 605776, Lot 51 in DP 1006799,
 Lot 22 in DP 1070858 and Lot 21 in
 DP 1111404**

Covered by Subdivision Certificate No. 11379

Dated 1.3.17

**PART 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9. (Cont.)	Easement for Drainage of Water 2 wide (A)	3135 3134 3133 3132 3131 3130	3129 - 3134 Inclusive 3129 - 3133 Inclusive 3129 - 3132 Inclusive 3129 - 3131 Inclusive 3129 and 3130 3129
10.	Easement for Drainage of Water variable width (B)	Part 3142 designated (B) in the Plan	The Hills Shire Council
11.	Easement for Drainage of Water variable width (C)	That part of Lots 3070 and 3142 designated (C) in the Plan and 3136 (WHOLE OF LOT)	The Hills Shire Council
12.	Right of Access variable width (D)	That part of Lots 3070 and 3136 - 3139 Inclusive designated (D) in the Plan	The Hills Shire Council
13.	Easement for Access Maintenance and Construction 0.9 wide (E)	3004 3005 3006 3007 3012 3013 3014	3003 3004 3005 3006 3011 3012 3013

LENGTHS ARE IN METRES

Sheet 6 of 26 Sheets

Plan:

DP1217139

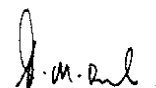
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 Lot 75 in DP 605776, Lot 51 in DP 1006799,
 Lot 22 in DP 1070858 and Lot 21 in
 DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
13. (Cont.)	Easement for Access Maintenance and Construction 0.9 wide (E)	3016 3030 3031 3032 3033 3035 3036 3037 3038 3040 3041 3042 3043 3045 3046 3047 3048 3054 3055 3056 3057 3060 3061 3062 3063 3071 3074 3075 3078 3089 3092 3093 3095 3096 3098	3015 3029 3030 3031 3032 3034 3035 3036 3037 3041 3042 3043 3044 3046 3047 3048 3049 3055 3056 3057 3058 3061 3062 3063 3064 3072 3075 3076 3079 3088 3091 3092 3094 3095 3097



Plan:

DP1217139

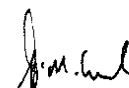
**Plan of Subdivision of Lot 2 in DP 230092,
 Lot 75 in DP 605776, Lot 51 in DP 1006799,
 Lot 22 in DP 1070858 and Lot 21 in
 DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
13. (Cont.)	Easement for Access Maintenance and Construction 0.9 wide (E)	3070 3101 3106 3107 3108 3109 3118 3119 3120 3121 3126	3098 3100 3105 3106 3107 3108 3119 3120 3121 3122 3127
14.	Easement for Batter 3 wide (J)	3020	The Hills Shire Council
15.	Easement for Padmount Substation 2.75 Wide (P)	3001, 3053, 3099 and 3128	Endeavour Energy
16.	Restriction on the Use of Land (R)	3001, 3021, 3053, 3099, 3128 and 3140	Endeavour Energy
17.	Restriction on the Use of Land (S)	3001, 3021, 3053, 3099, 3128 and 3140	Endeavour Energy



LENGTHS ARE IN METRES

Sheet 8 of 26 Sheets

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
 Lot 75 in DP 605776, Lot 51 in DP 1006799,
 Lot 22 in DP 1070858 and Lot 21 in
 DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 17.1.17

**PART 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
18.	Restriction on the Use of Land	Each Lot except Lots 3001, 3002, 3017, 3020, 3021, 3024, 3039, 3054, 3069, 3070, 3083, 3084, 3099, 3112, 3115, 3128 and 3135 to 3144 Inclusive	Every Other Lot except Lots 3001, 3002, 3017, 3020, 3021, 3024, 3039, 3054, 3069, 3070, 3083, 3084, 3099, 3112, 3115, 3128 and 3135 to 3144 Inclusive
19.	Restriction on the Use of Land	3001, 3002, 3017, 3020, 3021, 3024, 3039, 3054, 3069, 3083, 3084, 3099, 3112, 3115, 3128 and 3135	Every Other Lot except Lots 3070 and 3136 - 3144 Inclusive

LENGTHS ARE IN METRES

Sheet 9 of 26 Sheets

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

PART 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 1 in the plan:

No dwelling shall be constructed on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 3,000 litres in accordance with the requirements of The Hills Shire Council.

Name of authority empowered to release, vary or modify the Restriction on the Use of Land numbered 1 in the plan: The Hills Shire Council.

2. Terms of Positive Covenant numbered 2 in the plan:

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

Name of authority empowered to release, vary or modify the Positive Covenant numbered 2 in the plan: The Hills Shire Council.

3. Terms of Positive Covenant numbered 3 in the plan:

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietor the whole of the asset protection zone delineated (APZ2) in the plan, including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

Name of authority empowered to release, vary or modify the Positive Covenant numbered 3 in the plan: The Hills Shire Council.

LENGTHS ARE IN METRES

Sheet 10 of 26 Sheets

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
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Lot 22 in DP 1070858 and Lot 21 in
DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

4. Terms of Positive Covenant numbered 4 in the plan:

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

The Positive Covenant will be extinguished upon the removal of the bushfire threat/ remnant vegetation adjacent in conjunction with the development of adjoining properties.

Name of authority empowered to release, vary or modify the Positive Covenant numbered 4 in the plan: The Hills Shire Council.

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

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

Name of authority empowered to release, vary or modify the Restriction on the Use of Land numbered 5 in the plan: The Hills Shire Council.

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

1. The registered proprietor shall not make or permit or suffer the making of any alterations to the temporary stormwater management measures constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.

2. The registered proprietor shall not erect or suffer the erection of any dwelling house or other structure on the lot(s) hereby burdened unless the registered proprietor has first removed the temporary stormwater management measures complying with the requirements of The Hills Shire Council.

The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate 5/2017/EC dated 20/09/2016.

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
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Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

This Restriction will be extinguished once the temporary stormwater management measures are no longer required.

Name of authority empowered to release, vary or modify the Restriction on the Use of Land numbered 6 in the plan: The Hills Shire Council.

7. Terms of Positive Covenant numbered 7 in the plan:

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

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

The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate 5/2017/EC dated 20/09/2016.

This Positive Covenant will be extinguished once the temporary stormwater management measures are no longer required.

Name of authority empowered to release, vary or modify the Positive Covenant numbered 7 in the plan: The Hills Shire Council.

8. Terms of Positive Covenant numbered 8 in the plan:

1. The registered proprietor of Lot 3001 hereby burdened must present their garbage bins at Wadham Street for collection until such time as Longerenong Avenue is extended north beyond the lot burdened complying with the requirements of The Hills Shire Council.
2. The registered proprietor of Lot 3020 hereby burdened must present their garbage bins at Felling Street for collection until such time as Pridham Avenue is extended north beyond the lot burdened complying with the requirements of The Hills Shire Council.

Name of authority empowered to release, vary or modify the Positive Covenant numbered 8 in the plan: The Hills Shire Council.

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
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Covered by Subdivision Certificate No. 11379

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

9. Terms of Easement for Drainage of Water numbered 11 in the plan:

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

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

Name of Authority empowered to release, vary or modify the Easement for Drainage of Water numbered 11 in the plan: The Hills Shire Council.

10. Terms of Right of Access numbered 12 in the plan:

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

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

Name of Authority empowered to release, vary or modify the Right of Access numbered 12 in the plan: The Hills Shire Council.

11. Terms of Easement for Access Maintenance and Construction numbered 13 in the plan:

- 1.1 In this Easement for Access, Maintenance and Construction:
'**Easement Site**' means that area of the lot burdened shown on the plan as affected by 'Easement for Access, Maintenance and Construction 0.9 wide'.
- 1.2 The grant of this easement is made subject to the existence of, and the right of the owner of the lot burdened to construct, eaves and guttering from the structure on the lot burdened, that overhang the site of the easement.
- 1.3 The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate at the entrance to the site of the easement from the front of the building structure on the lot burdened.

Plan:

DP1217139

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Covered by Subdivision Certificate No. 11379

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

1.4 Subject to Clause 1.5, The Owner of the lot benefited may:

- a) With prior reasonable notice given to the Owner of the lot burdened, use the Easement Site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the Owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the Lot burdened; and
- b) Do anything reasonably necessary for that purpose, including:
 - (i) Entering onto the lot burdened;
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out necessary works.

1.5 The rights under this Easement for Access, Maintenance and Construction are:

- a) Limited to the extent necessary to permit the Owner of the lot benefited to construct, maintain and repair any part of:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the Owner of the lot benefited.

1.6 In exercising the rights under this Clause, the Owner of the lot benefited must:

- a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
- b) Cause as little inconvenience as is practicable to the Owner and any Occupier of the lot burdened;
- c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
- d) Restore the lot burdened as nearly as is practicable to its former condition; and
- e) Make good any collateral damage.

The Owner of the lot benefited has the right to install and maintain in the wall adjacent to the Easement Site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.

Name of Persons empowered to release, vary or modify the Easement for Access Maintenance and Construction numbered 13 in the plan: The Owners of the Lots benefited.

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
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Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

12. Terms of Easement for Batter numbered 14 in the plan:

1. The body having the benefit of this easement, and every person authorised by it from time to time and at all times thereafter, may:

(a) Construct and maintain on the lot burdened, but only within the site of this easement, whatever earth, soil, cement, sand, clay and other material batter or embankment or removal of the whatever earth, soil, cement, sand, clay and other material batter or embankment is necessary or desirable, in the opinion of The Hills Shire Council, for the purpose of constructing, reconstructing and forever maintaining on the burdened lot a batter to serve as a support for any part of the adjacent road, including its under-surface.

(b) Do anything reasonably necessary for that purpose, including:

- (i) Entering the lot burdened;
- (ii) Taking anything on to the lot burdened; and
- (iii) Carrying out work including all such incidental acts and things that may be necessary for the purpose of constructing, maintaining, repairing, altering or doing any work in the easement, including the removal and re-erection of any fences or other posts on the lot burdened.

2. The owner of the lot burdened must not:

(a) Interfere with, injure or damage the batter or embankment or the support it offers in any way which impairs its efficiency; 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 affect or have a tendency to affect the stability of or the support provided by the batter or embankment for the road.

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, they shall be liable, at their expense, to properly and substantially repair and make good all such injury and damage.

4. The easement will be extinguished upon the extension of the adjoining public road to which it relates.

Name of Authority empowered to release, vary or modify the Easement for Batter numbered 14 in the plan: The Hills Shire Council.

Plan:

DP1217139

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Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

13. Terms of Easement for Padmount Substation numbered 15 in the plan:

The terms as set out in Memorandum AK104621 registered at Land and Property Information NSW are incorporated in this document.

14. Terms of Restriction on the Use of Land numbered 16 in the plan:

1.0 Definitions:

1.1 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 erect includes construct, install, build and maintain.

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

2.0 No building shall be erected or permitted to remain within the restriction site unless:

2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

Plan:

DP1217139

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Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

4.0 Lessee of Endeavour Energy's Distribution System

- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

15. Terms of Restriction on the Use of Land numbered 17 in the plan:

1.0 Definitions:

- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

3.0 Lessee of Endeavour Energy's Distribution System

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

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Name of Authority empowered to release, vary or modify the Easement for Padmount Substation numbered fifteen (15) in the plan and the Restrictions numbered sixteen (16) and seventeen (17) in the plan: Endeavour Energy. The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.

16. Terms of Restriction on the Use of Land numbered 18 in the plan:

- a) No building shall be erected or be permitted to remain erected on the lot burdened other than one having external walls of brick, stone, concrete, glass, timber, fibre cement or any combination thereof provided that: -
- (i) the proportion of brick, stone and concrete shall not be less than 75% of the total area of the external walls and: -
 - (ii) timber shall not be used in external walls except in conjunction with all or any of the above listed materials provided that: -
 - (aa) the proportion thereof cannot exceed 25% of the total area of the external walls in the case of a single storey building, and
 - (bb) the proportion thereof cannot exceed 40% of the total area of the external walls in the case of a two-storey building.
- b) No building shall be erected or be permitted to remain erected on the lot burdened having either a flat roof or a skillion roof or a combination thereof. As to what constitutes a flat roof or a skillion roof shall be determined by Jundu Pty. Limited (hereinafter referred to these Restrictions as to User as "the Developer") in its absolute and unfettered discretion.
- c) No building shall be erected or be permitted to remain erected on the lot burdened unless the plans of the building and the details of the any fence to be erected on the said lot were approved in writing by the Developer prior to the lodgement of the same with The Hills Shire Council or any other appropriate consent authority.
- d) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of corrugated metal unless: -

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

- (i) the roof is coloured with a factory pre-coated material using a process that is either the same or similar to process known as the Colorbonding and
 - (ii) it is passive in tone and earthy in colour and
 - (ii) it is non-reflective and
 - (iv) the prior approval in writing as to the colour has been obtained in writing from the Developer.
- e) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of fibre cement, asbestos cement, fibreglass or any other material of a similar nature.
- f) No building shall be erected or be permitted to remain erected on the lot burdened, which has a floor area, including car accommodation, of less than 200 square metres.
- g) No main dwelling will be erected or allowed to remain on the lot burdened unless it has a garage or carport with a floor area of at least 15 square metres.
- h) Vehicles exceeding 3 tonnes shall not be garaged, housed, parked, maintained, worked on, serviced or be permitted to remain on the lot burdened except where used for delivery of goods and/or for the construction, maintenance and/or the alteration of any building erected or being erected on the lot burdened.
- i) No dividing fence shall be erected or be permitted to remain on the lot burdened unless:-
- (i) it has a minimum height of 1.8 metres, and
 - (ii) it is constructed of dark stained treated pine, and
 - (iii) it is a good neighbour fence. For the purposes of this restriction a "good neighbor fence" means a fence that is the same as a timber lapped and capped fence but with each alternate and overlapping paling being attached to the opposite side of the fence rails.
- j) No fence shall be erected on the lot burdened that is closer to the street than the external wall of the main building erected on the lot burdened that faces the street. If the lot burdened is a corner lot, this restriction shall apply to both street frontages.
- k) No fence or wall shall be erected on the lot burdened to divide it from any adjoining land owned by the Developer without the consent of the Developer, which consent may be given or withheld by the Developer in its absolute and unfettered discretion but such consent shall be deemed to have been given in respect of any fence or dividing wall that is erected without expense to the Developer.

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

- l) No building shall be permitted to remain erected on the lot burdened unless a paved driveway, paved pedestrian footpath and landscaping is completed within 12 months of the practical completion of the main building erected on the lot burdened. Landscaping may include turf but it must contain at least 5 square metres of decorative garden.
- m) No outbuildings, tents, garages or caravans shall be erected, brought on to, be placed on or be permitted to remain on the lot burdened prior to the commencement of construction of a dwelling thereon.
- n) No factory manufactured homes, mobile homes, demountable homes or other dwellings manufactured or previously situated off the lot burdened shall be brought on to, be placed on or be permitted to remain on the lot burdened.
- o) No temporary or permanent driveway strips of any type constructed of any material whatsoever shall be constructed on the lot burdened unless the said strips are a minimum of 2.4 metres wide.
- p) No boats, trucks, caravans, motor homes or trailers shall be placed parked or be permitted to remain on the lot burdened in any position where they can be seen from any public place or street.
- q) No dwelling shall be erected or be permitted to, remain on the lot, burdened with eaves and gutters less than 450 millimetres in width without the prior approval in writing having being obtained from the Developer which approval may be given or withheld by the Developer in its absolute and unfettered discretion.
- r) No building shall be erected or be permitted to remain erected on the lot burdened if it, or any part of it, is used for any other purpose other than as a residential dwelling.

The party by whom and with whose consent the Restriction on the Use of Land numbered 18 in the plan may be released, varied and/or modified is the Developer whilst ever it is the registered proprietor of a lot in the plan and thereafter by the registered proprietors of the lots having the benefit of abovementioned restrictions.

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

17. Terms of Restriction on the Use of Land numbered 19 in the plan:

- a) No building shall be erected or be permitted to remain erected on the lot burdened other than one having external walls of brick, stone, concrete, glass, timber, fibre cement or any combination thereof provided that: -
- (i) the proportion of brick, stone and concrete shall not be less than 75% of the total area of the external walls and: -
 - (ii) timber shall not be used in external walls except in conjunction with all or any of the above listed materials provided that: -
 - (aa) the proportion thereof cannot exceed 25% of the total area of the external walls in the case of a single storey building, and
 - (bb) the proportion thereof cannot exceed 40% of the total area of the external walls in the case of a two-storey building.
- b) No building shall be erected or be permitted to remain erected on the lot burdened having either a flat roof or a skillion roof or a combination thereof. As to what constitutes a flat roof or a skillion roof shall be determined by Jundu Pty. Limited (hereinafter referred to these Restrictions as to User as "the Developer") in its absolute and unfettered discretion.
- c) No building shall be erected or be permitted to remain erected on the lot burdened unless the plans of the building and the details of the any fence to be erected on the said lot were approved in writing by the Developer prior to the lodgement of the same with The Hills Shire Council or any other appropriate consent authority.
- d) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of corrugated metal unless: -
- (i) the roof is coloured with a factory pre-coated material using a process that is either the same or similar to process known as the Colorbonding and
 - (ii) it is passive in tone and earthy in colour and
 - (iii) it is non-reflective and
 - (iv) the prior approval in writing as to the colour has been obtained in writing from the Developer.
- e) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of fibre cement, asbestos cement, fibreglass or any other material of a similar nature.

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

- f) If a single dwelling only is erected on the lot burdened then that dwelling shall not be permitted to remain erected on the lot burdened, if it has a floor area, including car accommodation, of less than 200 square metres. However, if planning controls permit it and more than one dwelling is erected on the lot burdened then no dwelling so erected shall be permitted to remain erected on the lot burdened that has a floor area, including car accommodation, of less than 180 square metres. Alternatively, and again if planning controls permit it, if the lot burdened is subdivided into more than one allotment then no dwelling, which has a floor area, including car accommodation, of less than 180 square metres, shall be permitted to be erected or remain erected on any of the lots created in any subdivision of the lot burdened.
- g) No main dwelling will be erected or allowed to remain on the lot burdened unless it has a garage or carport with a floor area of at least 15 square metres.
- h) Vehicles exceeding 3 tonnes shall not be garaged, housed, parked, maintained, worked on, serviced or be permitted to remain on the lot burdened except where used for delivery of goods and/or for the construction, maintenance and/or the alteration of any building erected or being erected on the lot burdened.
- i) No dividing fence shall be erected or be permitted to remain on the lot burdened unless:-
- (i) it has a minimum height of 1.8 metres, and
 - (ii) it is constructed of dark stained treated pine, and
 - (iii) it is a good neighbour fence. For the purposes of this restriction a "good neighbor fence" means a fence that is the same as a timber lapped and capped fence but with each alternate and overlapping paling being attached to the opposite side of the fence rails.
- j) No fence shall be erected on the lot burdened that is closer to the street than the external wall of the main building erected on the lot burdened that faces the street. If the lot burdened is a corner lot, this restriction shall apply to both street frontages.
- k) No fence or wall shall be erected on the lot burdened to divide it from any adjoining land owned by the Developer without the consent of the Developer, which consent may be given or withheld by the Developer in its absolute and unfettered discretion but such consent shall be deemed to have been given in respect of any fence or dividing wall that is erected without expense to the Developer.
- l) No building shall be permitted to remain erected on the lot burdened unless a paved driveway, paved pedestrian footpath and landscaping is completed within 12 months of the practical completion of the main building erected on the lot burdened. Landscaping may include turf but it must contain at least 5 square metres of decorative garden.

LENGTHS ARE IN METRES

Sheet 22 of 26 Sheets

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404**

Covered by Subdivision Certificate No. 11397

Dated 1.3.17

**PART 2 (Terms)
(Continued)**

- m) No outbuildings, tents, garages or caravans shall be erected, brought on to, be placed on or be permitted to remain on the lot burdened prior to the commencement of construction of a dwelling thereon.
- n) No factory manufactured homes, mobile homes, demountable homes or other dwellings manufactured or previously situated off the lot burdened shall be brought on to, be placed on or be permitted to remain on the lot burdened.
- o) No temporary or permanent driveway strips of any type constructed of any material whatsoever shall be constructed on the lot burdened unless the said strips are a minimum of 2.4 metres wide.
- p) No boats, trucks, caravans, motor homes or trailers shall be placed parked or be permitted to remain on the lot burdened in any position where they can be seen from any public place or street.
- q) No dwelling shall be erected or be permitted to, remain on the lot, burdened with eaves and gutters less than 450 millimetres in width without the prior approval in writing having being obtained from the Developer which approval may be given or withheld by the Developer in its absolute and unfettered discretion.
- r) No building shall be erected or be permitted to remain erected on the lot burdened if it, or any part of it, is used for any other purpose other than as a residential dwelling.

The party by whom and with whose consent the Restriction on the Use of Land numbered 19 in the plan may be released, varied and/or modified is the Developer whilst ever it is the registered proprietor of a lot in the plan and thereafter by the registered proprietors of the lots having the benefit of abovementioned restrictions.

LENGTHS ARE IN METRES

Plan:

DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404
Covered by Subdivision Certificate No. 11397
Dated 1.3.17**

Seals and Signatures

Signed on behalf of)
Endeavour Energy)
ABN: 59 253 130 878)
By its Attorney pursuant to)
Power of Attorney Book 4705 No. 566)
In the presence of:)




Signature of Witness

Raymond Simmonds

Name of Witness (Block Letters)

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Address of Witness



Signature of Attorney

HELEN SMITH

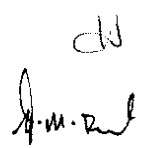
Name of Attorney (Block Letters)

MANAGER PROPERTY & FLEET

Position

Reference: URS17629

Date of Execution: 5 December 2016



LENGTHS ARE IN METRES

Sheet 24 of 26 Sheets

Plan:

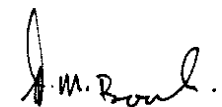
DP1217139

**Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404
Covered by Subdivision Certificate No. 11397
Dated 1.3.17.**

**Seals and Signatures
(Continued)**

Execution by The Hills Shire Council

Signed by ANDREW MURRAY BROOKS
As an authorised delegate of The Hills Shire Council
pursuant to S.377 of the Local Government Act 1993
and I hereby state that I have no notice of
revocation of such delegation.



.....
Signature of Delegate

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



.....
Signature of Witness

BENJAMIN HALKINS

.....
Name of Witness

3 Columbia Ct, Baulkham

.....

Hills NSW 2153

.....
Address of Witness

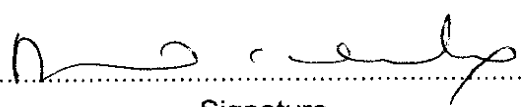
LENGTHS ARE IN METRES

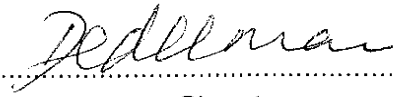
Plan:
DP1217139

Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404
Covered by Subdivision Certificate No. 11397
Dated 1.3.17

**Seals and Signatures
(Continued)**

Executed by Jundu Pty Limited (ACN 055 425 780) by:


.....
Signature


.....
Signature



Richard Scheinberg
.....
Name (Block Letters)

Deborah Redelman
.....
Name (Block Letters)

Director / Secretary
.....
Office Held

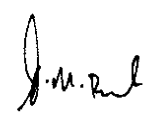
Director
.....
Office Held

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)


.....
Signature of Attorney
In the presence of

.....
Signature of Witness

ANDREW BOARD
.....
who certifies that he/she is a
Senior Manager / Manager
and that he/she has not received
notice of revocation of that Power.

Katherine Niezner
.....
Print name of Witness
18/242 Pitt Street
SYDNEY NSW 2000
Address of Witness



LENGTHS ARE IN METRES

Plan:
DP1217139

Plan of Subdivision of Lot 2 in DP 230092,
Lot 75 in DP 605776, Lot 51 in DP 1006799,
Lot 22 in DP 1070858 and Lot 21 in
DP 1111404
Covered by Subdivision Certificate No. 11397
Dated 1.3.17

**Seals and Signatures
(Continued)**

Executed by Mogul Stud Pty Limited (ACN 000 331 840) by:

[Handwritten Signature]
.....
Signature

[Handwritten Signature]
.....
Signature

Richard Scheinberg
.....
Name (Block Letters)

Deborah Redelman
.....
Name (Block Letters)

DIRECTOR (SECRETARY)
.....
Office Held

Director
.....
Office Held

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)

[Handwritten Signature]
.....
Signature of Attorney
In the presence of
[Handwritten Signature]
.....
Signature of Witness

ANDREW BOARD
.....
who certifies that he/she is a
Senior Manager / Manager
and that he/she has not received
notice of revocation of that Power.

Katherine Niezner
.....
Print name of Witness
18/242 Pitt Street
SYDNEY NSW 2000
Address of Witness

REGISTERED  19.04.2017

[Handwritten Signature]

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

LENGTHS ARE IN METRES

Sheet 1 of 13 Sheets

Plan: **DP1226134**

Plan of Subdivision of Lot 1190 in DP 1226133 and Easements within Lots 1, 2 and 3 in DP 1235598

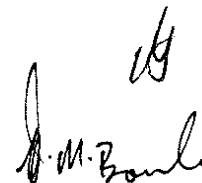
Covered by Subdivision Certificate No. 11714
Dated 19.2.19

Full name and address of the owner of the land:

Mogul Stud Pty Limited (ACN 000 331 840)
Level 6, 131 Macquarie Street
Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Restriction on the use of land	201 - 202	The Hills Shire Council
2.	Positive Covenant	Each Lot	The Hills Shire Council
3.	Easement for drainage of water 7.5 wide (D2)	2/1235598	The Hills Shire Council
4.	Easement for drainage of water 10 wide (D3)	2/1235598	The Hills Shire Council
5.	Easement for drainage of water variable width (D4)	1/1235598	The Hills Shire Council



LENGTHS ARE IN METRES

Sheet 2 of 13 Sheets

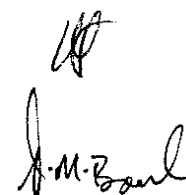
Plan: **DP1226134**

Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No. 11714
Dated 19.2.19

PART 1 (Creation)
(Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6.	Easement for drainage of water variable width (D5)	3/1235598	The Hills Shire Council
7.	Restriction on the Use of Land	201 and 202	Every other Lot
8.	Easement for Padmount Substation 2.75 wide (P)	207	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
9.	Restriction on the Use of Land (R)	Part of Lot 207 Designated (R) on the Plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
10.	Restriction on the Use of Land (S)	Part of Lot 207 Designated (S) on the Plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
11.	Restriction on the Use of Land	201 and 202	Every other Lot
12.	Restriction on the Use of Land	Each Lot	Every other Lot



LENGTHS ARE IN METRES

Sheet 3 of 13 Sheets

Plan: **DP1226134**

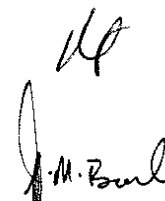
Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No.
Dated 19.2.19.

11714

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Drainage of Water 3 Wide created by DP 1226133	1190/1226133 and 2/1235598	The Hills Shire Council



LENGTHS ARE IN METRES

Sheet 4 of 13 Sheets

Plan: **DP1226134**

Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No. 11714
Dated 19.2.19

PART 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 1 in the plan:

No dwelling shall be constructed on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 3,000 litres in accordance with the requirements of The Hills Shire Council.

Name of authority empowered to release, vary or modify the Restriction on the Use of Land numbered one (1) in the plan: The Hills Shire Council.

2. Terms of Positive Covenant numbered 2 in the plan:

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

Name of authority empowered to release, vary or modify the Positive Covenant numbered two (2) in the plan: The Hills Shire Council.

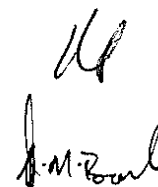
3. Terms of Easement for drainage of water numbered 3, 4 and 6 in the plan:

Terms of Easement for Drainage of Water as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended

4. Terms of Easement for drainage of water numbered 5 in the plan:

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

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



LENGTHS ARE IN METRES

Sheet 5 of 13 Sheets

Plan: **DP1226134**

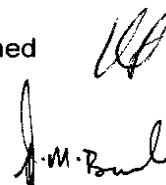
Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No. (1714)
Dated 19.2.19

PART 2 (Terms)
(Continued)

5. Terms of Restriction on the Use of Land numbered 7 in the plan:

- a) No building shall be erected or be permitted to remain erected on the lot burdened other than one having external walls of brick, stone, concrete, glass, timber, fibre cement or any combination thereof provided that: -
- (i) the proportion of brick, stone and concrete shall not be less than 75% of the total area of the external walls and;
 - (ii) timber shall not be used in external walls except in conjunction with all or any of the above listed materials provided that;
 - (a) the proportion thereof cannot exceed 25% of the total area of the external walls in the case of a single storey building, and
 - (b) the proportion thereof cannot exceed 40% of the total area of the external walls in the case of a two-storey building.
- b) No building shall be erected or be permitted to remain erected on the lot burdened having a:-
- (i) Skillion roof. As to what constitutes a skillion roof shall be determined by Mogul Stud Pty. Limited (hereinafter referred to as 'The Developer') in its absolute and unfettered discretion;
 - (ii) Flat roof unless the design of the relevant building has been approved in writing by The Developer, which approval may be given or withheld by The Developer in its absolute and unfettered discretion.
- c) No building shall be erected or be permitted to remain erected on the lot burdened unless the plans of the building and the details of any fence to be erected on the said lot were approved in writing by The Developer prior to the lodgement of the same with The Hills Shire Council or any other appropriate consent authority.
- d) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of corrugated metal unless: -
- (i) the roof is coloured with a factory pre-coated material using a process that is either the same or similar to process known as the Colorbonding and
 - (ii) it is passive in tone and earthy in colour and
 - (iii) it is non-reflective and
 - (iv) the prior approval in writing as to the colour has been obtained in writing from The Developer.
- e) No building shall be erected or be permitted to remain erected on the lot burdened



LENGTHS ARE IN METRES

Sheet 6 of 13 Sheets

Plan: **DP1226134**

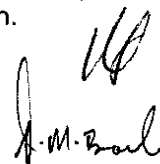
Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No. 11714
Dated 19.2.19

**PART 2 (Terms)
(Continued)**

having a roof of fibre cement, asbestos cement, fibreglass or any other material of a similar nature.

- f) No building shall be erected or be permitted to remain erected on the lot burdened, which has a floor area, including car accommodation, of less than 200 square metres, UNLESS, if planning controls permit it and more than one dwelling is erected on the lot burdened then no dwelling so erected shall be permitted to remain erected on the lot burdened that has a floor area, including car accommodation, of less than 180 square metres. Alternatively, and again if planning controls permit it, if the lot burdened is subdivided into more than one allotment then no dwelling, which has a floor area, including car accommodation, of less than 180 square metres, shall be permitted to be erected or remain erected on any of the lots created in any subdivision of the lot burdened.
- g) No main dwelling will be erected or allowed to remain on the lot burdened unless it has a garage or carport with a floor area of at least 15 square metres.
- h) Vehicles exceeding 3 tonnes shall not be garaged, housed, parked, maintained, worked on, serviced or be permitted to remain on the lot burdened except where used for delivery of goods and/or for the construction, maintenance and/or the alteration of any building erected or being erected on the lot burdened.
- i) No dividing fence shall be erected or be permitted to remain on the lot burdened unless:
 - (i) it has a minimum height of 1.8 metres, and
 - (ii) it is constructed of dark stained treated pine, and
 - (iii) it is a good neighbour fence. For the purposes of this restriction a "good neighbour fence" means a fence that is the same as a timber lapped and capped fence but with each alternate and overlapping paling being attached to the opposite side of the fence rails.
- j) No fence shall be erected on the lot burdened that is closer to the street than the external wall of the main building erected on the lot burdened that faces the street. If the lot burdened is a corner lot, this restriction shall apply to both street frontages.
- k) No fence or wall shall be erected on the lot burdened to divide it from any adjoining land owned by The Developer without the consent of The Developer, which consent may be given or withheld by The Developer in its absolute and unfettered discretion but such consent shall be deemed to have been given in respect of any fence or dividing wall that is erected without expense to The Developer.
- l) No building shall be permitted to remain erected on the lot burdened unless a paved driveway, paved pedestrian footpath and landscaping is completed within 12 months of the practical completion of the main building erected on the lot burdened. Landscaping may include turf but it must contain at least 5 square metres of decorative garden.



LENGTHS ARE IN METRES

Sheet 7 of 13 Sheets

Plan: **DP1226134**

Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No.
Dated 19.2.19.

11714

**PART 2 (Terms)
(Continued)**

- m) No outbuildings, tents, garages or caravans shall be erected, brought on to, be placed on or be permitted to remain on the lot burdened prior to the commencement of construction of a dwelling thereon.
- n) No factory manufactured homes, mobile homes, demountable homes or other dwellings manufactured or previously situated off the lot burdened shall be brought on to, be placed on or be permitted to remain on the lot burdened.
- o) No temporary or permanent driveway strips of any type constructed of any material whatsoever shall be constructed on the lot burdened unless the said strips are a minimum of 3.0 metres wide.
- p) No boats, trucks, caravans, motor homes or trailers shall be placed, parked or be permitted to remain on the lot burdened in any position where they can be seen from any public place or street.
- q) No dwelling shall be erected or be permitted to, remain on the lot, burdened with eaves and gutters less than 450 millimetres in width without the prior approval in writing having been obtained from The Developer which approval may be given or withheld by The Developer in its absolute and unfettered discretion.
- r) No building shall be erected or be permitted to remain erected on the lot burdened if it, or any part of it, is used for any other purpose other than as a residential dwelling.

The party by whom and with whose consent the Restriction on the Use of Land numbered seven (7) in the plan may be released, varied and/or modified is The Developer for such period as it is the registered proprietor of any land benefited by this restriction or the nominee of The Developer for such period as the nominee is the registered proprietor of any land benefited by this restriction.

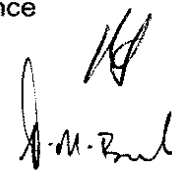
6. Terms of Easement for Padmount Substation numbered 8 in the plan:

The terms set out in Memorandum No. AK104621 registered at NSW Land Registry Services are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

7. Terms of Restriction on the Use of Land numbered 9 in the plan:

7.1 Definitions

- a) **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.



LENGTHS ARE IN METRES

Sheet 8 of 13 Sheets

Plan: **DP1226134**

Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No. 11714
Dated 19.2.19

PART 2 (Terms)
(Continued)

- b) **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- c) **erect** includes construct, install, build and maintain.
- d) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

7.2 No building shall be erected or permitted to remain within the restriction site unless:

- a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- c) the owner provides the authority benefited with an engineer's certificate to this effect.

The fire ratings mentioned in clause 7.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

7.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.



LENGTHS ARE IN METRES

Sheet 9 of 13 Sheets

Plan: **DP1226134**

Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No.
Dated 19.2.19

11714

PART 2 (Terms)
(Continued)

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

- 8.1 Definitions:
- a) erect includes construct, install, build and maintain.
 - b) restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 8.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- 8.3 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System
- a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority empowered to release, vary or modify the Easements for Padmount Substation numbered eight (8) in the plan and the Restrictions numbered nine (9) and ten (10) in the plan: Epsilon Distribution Ministerial Holding Corporation.
The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.



LENGTHS ARE IN METRES

Sheet 10 of 13 Sheets

Plan: **DP1226134**

Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No. 11714
Dated 19.2.19.

**PART 2 (Terms)
(Continued)**

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

9.1. No Exhibition Home shall be erected or be permitted to remain erected on the lot burdened. In this restriction, an Exhibition Home means a dwelling built for the purposes of the public exhibition and marketing of new dwellings, whether or not it is intended to be sold as a private dwelling after its use for those purposes is completed, and includes any associated sales or home finance office or place used for displays.

9.2. This restriction shall cease to have effect if Homeworld Box Hill Pty. Limited becomes an externally-administered body corporate (as that term is defined in section 9 of the Corporations Act 2001(Cwth) except where the purpose of the external administration is for reconstruction or amalgamation.

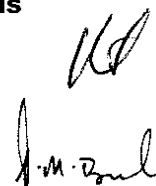
The party by whom and with whose consent the Restriction on the Use of Land numbered eleven (11) in the plan may be released, varied and/or modified is The Developer for such period as it is the registered proprietor of any land benefited by this restriction or the nominee of The Developer for such period as the nominee is the registered proprietor of any land benefited by this restriction.

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

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mogul Stud Pty Limited or its successors without the consent of Mogul Stud Pty Limited or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Mogul Stud Pty Limited or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected **PROVIDED HOWEVER** that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Mogul Stud Pty Limited or its successors other than purchasers on sale.

Name of person empowered to release, vary or modify the Restriction on the Use of Land numbered twelve (12) in the plan.

Mogul Stud Pty. Limited for such period as it is the registered proprietor of any lot benefitted by this restriction or the nominee of Mogul Stud Pty. Limited for such period as the nominee is the registered proprietor of any land benefitted by this restriction.



LENGTHS ARE IN METRES

Plan: **DP1226134**

Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

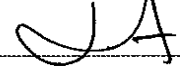
Covered by Subdivision Certificate No. **11714**
Dated **19. 2. 19**

Seals and Signatures

I certify that the attorney signed this instrument in my presence.

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

Signature of witness:




Name of witness:

LOREN VINCENT

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

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:
Book 4734 No 883

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

Endeavour Energy reference:

URS19606

Date of signature:

17 December 2018



LENGTHS ARE IN METRES

Sheet 12 of 13 Sheets

Plan: **DP1226134**

Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No.
Dated 19.2.19.

11714

**Seals and Signatures
(continued)**

Execution by The Hills Shire Council

The common seal of The Hills Shire Council was affixed on 18th February 2019 in the presence of Michael Edgar, General Manager, and Dr Michelle Byrne, Mayor.




.....
Michael Edgar
General Manager


.....
Dr Michelle Byrne
Mayor




LENGTHS ARE IN METRES

Sheet 13 of 13 Sheets

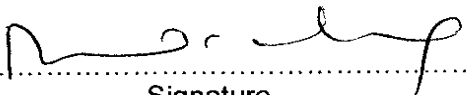
Plan: **DP1226134**

Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

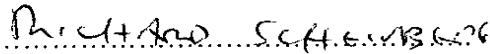
Covered by Subdivision Certificate No. **11714**
Dated **19.2.19**

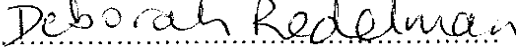
**Seals and Signatures
(continued)**

Executed by Mogul Stud Pty Limited (ACN 000 331 840) by:



.....
Signature


.....
Signature


.....
Name (Block Letters)


.....
Name (Block Letters)


.....
Office Held


.....
Office Held

REGISTERED  14.3.2019

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

LENGTHS ARE IN METRES

Sheet 1 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134 and Easements within Lots 2 and 3 in DP 1235598 and Lot 204 in DP 1226134

Covered by Subdivision Certificate No. 11715
Dated 19.2.19

Full name and address of the owner of the land:

Mogul Stud Pty Limited (ACN 000 331 840)
 Level 6
 131 Macquarie Street
 Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Restriction on the Use of Land	Each Lot Except Lots 2115, 2116, 2117 and 2118	The Hills Shire Council
2.	Easement for Drainage of Water 1.5 Wide (A)	2067 2073 2074 2075 2060 2077 2078 2079 2080 2081 2082 2083 2100 2114 2113 2112	2073-2076 Inclusive 2074-2076 Inclusive 2075 and 2076 2076 2077-2084 Inclusive 2078-2084 Inclusive 2079-2084 Inclusive 2080-2084 Inclusive 2081-2084 Inclusive 2082-2084 Inclusive 2083 and 2084 2084 2111-2114 Inclusive 2111-2113 Inclusive 2111 and 2112 2111
3.	Right of Access Variable Width (B) (Entire Lot)	2115, 2116 and 2117 2115	2002 – 2114 inclusive and 2118 2116 and 2117

LENGTHS ARE IN METRES

Sheet 2 of 20 Sheets

Plan: DP1226135

**Plan of Subdivision of Lot 203 in DP 1226134
 and Easements within Lots 2 and 3 in DP 1235598
 and Lot 204 in DP 1226134
 Covered by Subdivision Certificate No. 11715
 Dated 19.2.19**

PART 1 (Creation) (Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4.	Easement for Drainage of Water Variable Width (C) (Entire Lot)	2115, 2116 and 2117 2115	2002 – 2114 inclusive and 2118 2116 and 2117
5.	Easement for Underground Cables Variable Width (D) (Entire Lot)	2115, 2116 and 2117	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
6.	Easement for Water Supply Purposes 3.0 Wide (E1)	2115	Sydney Water Corporation
7.	Easement for Water Supply Purposes 2.5 Wide (E2)	2115, 2116 and 2117	Sydney Water Corporation
8.	Easement for Access and Drainage Purposes Variable Width (F) (Entire Lot)	2115, 2116 and 2117	Sydney Water Corporation
9.	Positive Covenant (H) (Entire Lot)	2115, 2116 and 2117	Sydney Water Corporation
10.	Easement for Padmount Substation 2.75 wide (P)	2105	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
11.	Easement for Padmount Substation 3.2 wide (P1)	2052	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.

Handwritten signature and initials, possibly 'JMB' and 'H'.

LENGTHS ARE IN METRES

Sheet 3 of 20 Sheets

Plan: DP1226135

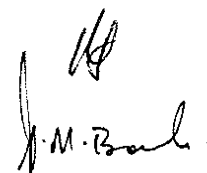
Plan of Subdivision of Lot 203 in DP 1226134
 and Easements within Lots 2 and 3 in DP 1235598
 and Lot 204 in DP 1226134

Covered by Subdivision Certificate No. 11715

Dated 19.2.19

PART 1 (Creation) (Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
12.	Restriction on the Use of Land (R)	Part of each of the Lots: 2051, 2052, 2104 and 2105 designated (R) on the Plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
13.	Restriction on the Use of Land (S)	Part of each of the Lots: 2051, 2052, 2103, 2104 and 2105 designated (S) on the Plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
14.	Restriction on the Use of Land	Each Lot Except Lots 2115, 2116, 2117 and 2118	Every Other Lot Except Lots 2115, 2116, 2117 and 2118
15.	Restriction on the Use of Land	Each Lot Except Lots 2115, 2116, 2117 and 2118	Every Other Lot Except Lots 2115, 2116, 2117 and 2118
16.	Restriction on the Use of Land	Each Lot Except Lots 2115, 2116, 2117 and 2118	Every Other Lot Except Lots 2115, 2116, 2117 and 2118
17.	Easement for Drainage of Water Variable Width (J)	2018 2084	2019 2085



LENGTHS ARE IN METRES

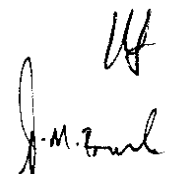
Sheet 4 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
 and Easements within Lots 2 and 3 in DP 1235598
 and Lot 204 in DP 1226134
 Covered by Subdivision Certificate No. 11715
 Dated 19.2.19

**PART 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
18.	Right of Access Variable Width (K)	2018 2084	2019 2085
19.	Easement for Services Variable Width (L)	2018 2084	2019 2085
20.	Easement for Access, Maintenance and Construction 0.9 wide (G)	2008 2012 2041 2042 2048 2088 2113	2009 2013 2042 2043 2049 2087 2112
21.	Easement for Drainage of Water 7.5 Wide (M)	2/1235598 3/1235598	The Hills Shire Council
22.	Right of Access Variable Width (B2)	204/ 1226134	The Hills Shire Council
23.	Right of Access Variable Width (B1)	2118	2002 – 2117 inclusive
24.	Easement for Underground Cables Variable Width (D1)	2118	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
25.	Right of Access Variable Width (B3)	2050	The Hills Shire Council



LENGTHS ARE IN METRES

Sheet 5 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134
Covered by Subdivision Certificate No. 11715
Dated 19.2.19

PART 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 1 in the plan:

No dwelling shall be constructed on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 3,000 litres in accordance with the requirements of The Hills Shire Council

Name of authority empowered to release, vary or modify the Restriction on the Use of Land numbered one (1) in the plan: The Hills Shire Council.

2. Terms of Easement for Drainage of Water numbered 2 in the plan:

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

Name of Persons empowered to release, vary or modify the Easement for Drainage of Water numbered two (2) in the plan: The Owners of the lots benefited.

3. Terms of Right of Access numbered 3 in the plan:

Terms of Right of Access as per Part 14 Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

This Right of Access is temporary and will be extinguished upon the dedication of the burdened lot(s) to the public as public road in accordance with the definition of "public road" included in the Roads Act 1993.

4. Terms of Easement for Drainage of Water numbered 4 in the plan:

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

This Easement is temporary and will be extinguished upon the dedication of the burdened lot(s) to the public as public road in accordance with the definition of "public road" included in the Roads Act 1993.



LENGTHS ARE IN METRES

Sheet 6 of 20 Sheets

Plan: **DP1226135**

**Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134
Covered by Subdivision Certificate No. 11715
Dated 19.2.19**

**PART 2 (Terms)
(Continued)**

5. Terms of Easement for Underground Cables numbered 5 in the plan:

The terms as set out in Memorandum AK104616 are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

This easement extinguishes without any further assurance upon the Lot being dedicated as public road under the Roads Act 1993.

Name of Authority empowered to release, vary or modify the Easement for Underground Cables numbered five (5) in the plan: Epsilon Distribution Ministerial Holding Corporation.

The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.

6. Terms of Easement for Water Supply Purposes numbered 6 and 7 in the plan:

An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum 5736755 filed in the office of NSW Land Registry Services.

The terms of easement are to be read in conjunction with the terms of Easement for Access and Drainage Purposes numbered eight (8) in the abovementioned plan.

This easement extinguishes without any further assurance upon the Lot being dedicated as public road under the Roads Act 1993.

Name of Authority empowered to release, vary or modify easement numbered six (6) and seven (7) in the plan: Sydney Water Corporation

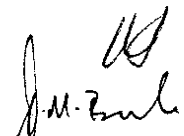
7. Terms of Easement for Access and Drainage Purposes numbered 8 in the plan:

An Easement for Access and Drainage Purposes in the terms set out in Part 2 Memorandum 5736755 filed in the office of NSW Land Registry Services.

The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered six (6) and seven (7) in the abovementioned plan.

This easement extinguishes without further assurance upon the Lot being dedicated as public road under the Roads Act 1993.

Name of Authority empowered to release, vary or modify easement numbered eight (8) in the plan: Sydney Water Corporation



LENGTHS ARE IN METRES

Sheet 7 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134

Covered by Subdivision Certificate No. 11715

Dated 19.2.19

**PART 2 (Terms)
(Continued)**

8. Terms of Positive Covenant numbered 9 in the plan:

- 8.1. A Positive Covenant in the terms set out in Part 3 of Memorandum 5736755 filed in the office of NSW Land Registry Services.
- 8.2. The terms of this Positive Covenant are to be read in conjunction with the terms of Easement for Water Supply Purposes and the Easement for Access and Drainage Purposes numbered six (6), seven (7) and eight (8) in the plan.

This Positive Covenant extinguishes without further assurance upon the Lot being dedicated as public road under the Roads Act 1993.

Name Authority empowered to release, vary or modify Positive Covenant numbered nine (9) in the plan: Sydney Water Corporation

9. Terms of Easement for Padmount Substation numbered 10 and 11 in the plan:

The terms set out in Memorandum No. AK104621 registered at NSW Land Registry Services are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

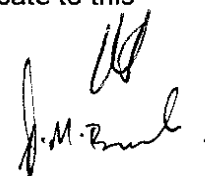
10. Terms of Restriction on the Use of Land numbered 12 in the plan:

10.1. Definitions:

- a) **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.
- b) **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- c) **erect** includes construct, install, build and maintain.
- d) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

10.2. No building shall be erected or permitted to remain within the restriction site unless:

- a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- c) the owner provides the authority benefited with an engineer's certificate to this effect.



LENGTHS ARE IN METRES

Sheet 8 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134

Covered by Subdivision Certificate No. 11715

Dated 19.2.19

**PART 2 (Terms)
(Continued)**

- 10.3. The fire ratings mentioned in clause 10.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 10.4. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

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

11.1 Definitions:

- a) **erect** includes construct, install, build and maintain.
- b) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

11.3 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

- a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.



LENGTHS ARE IN METRES

Sheet 9 of 20 Sheets

Plan: **DP1226135**

**Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134
Covered by Subdivision Certificate No. 11715
Dated 19.2.19**

**PART 2 (Terms)
(Continued)**

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

Name of Authority empowered to release, vary or modify the Easements for Padmount Substation numbered ten (10) and eleven (11) in the plan and the Restrictions numbered twelve (12) and thirteen (13) in the plan: Epsilon Distribution Ministerial Holding Corporation.

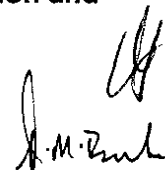
The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.

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

- 12.1. No lot burdened shall be used or permitted to be used or occupied for any purpose other than as an exhibition home (being a building constructed on a lot burdened that is designed for residential occupation and which is used for viewing by prospective buyers of a residential building of the same or similar design).
- 12.2. No lot burdened shall be used or permitted to be used or occupied for the purpose of a private residential dwelling.
- 12.3. No advertising structure, hoarding, sign, banner, flag or display shall be displayed on each lot burdened without the prior written consent of Homeworld Box Hill Pty Ltd.
- 12.4. No lot burdened shall be transferred to any person without that person first having executed a Builder's Agreement and where the landowner of the land is not the Builder an Investor's Agreement with and in a form approved by Homeworld Box Hill Pty Ltd.
- 12.5. These restrictions shall cease to have effect when the lots burdened cease to form part of an exhibition village as defined by State Environmental Planning Policy (Sydney Region Growth Centres) Amendment (The Hills Growth Centre Precincts) 2013.

Name of person or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered fourteen (14) in the plan:

Mogul Stud Pty. Limited for such period as it is the registered proprietor of any lot benefitted by this restriction or the nominee of the Mogul Stud Pty. Limited for such period as the nominee is the registered proprietor of any land benefitted by this restriction and thereafter by Homeworld Box Hill Pty. Limited.



LENGTHS ARE IN METRES

Sheet 10 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134

Covered by Subdivision Certificate No. 11715

Dated 19.2.19

**PART 2 (Terms)
(Continued)**

13. Terms of Restriction on the Use of Land numbered 15 in the plan:

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mogul Stud Pty Limited or its successors without the consent of Mogul Stud Pty Limited or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Mogul Stud Pty Limited or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected **PROVIDED HOWEVER** that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Mogul Stud Pty Limited or its successors other than purchasers on sale.

Name of person empowered to release, vary or modify the Restriction on the Use of Land numbered fifteen (15) in the plan:

Mogul Stud Pty. Limited for such period as it is the registered proprietor of any lot benefitted by this restriction or the nominee of the Mogul Stud Pty. Limited for such period as the nominee is the registered proprietor of any land benefitted by this restriction.

14. Terms of Restriction on the Use of Land numbered 16 in the plan:

In these Restrictions on the Use of Land, Mogul Stud Pty. Limited is referred to as "the Developer".

- a) No building shall be erected or be permitted to remain erected on the lot burdened other than one having external walls of brick, stone, concrete, glass, timber, fibre cement or any combination thereof provided that: -
- (i) the proportion of brick, stone and concrete shall not be less than 75% of the total area of the external walls and;
 - (ii) timber shall not be used in external walls except in conjunction with all or any of the above listed materials provided that;
 - (a) the proportion thereof cannot exceed 25% of the total area of the external walls in the case of a single storey building, and
 - (b) the proportion thereof cannot exceed 40% of the total area of the external walls in the case of a two-storey building.
- b) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of corrugated metal unless: -
- (i) the roof is coloured with a factory pre-coated material using a process that is either the same or similar to process known as the Colorbonding and
 - (ii) it is passive in tone and earthy in colour and



LENGTHS ARE IN METRES

Sheet 11 of 20 Sheets

Plan: **DP1226135**

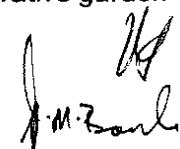
**Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134**

Covered by Subdivision Certificate No. 11715

Dated 19.2.19

**PART 2 (Terms)
(Continued)**

- (ii) it is non-reflective and
- (iv) the prior approval in writing as to the colour has been obtained in writing from the Developer.
- c) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of fibre cement, asbestos cement, fibreglass or any other material of a similar nature.
- d) No building shall be erected or be permitted to remain erected on the lot burdened, which has a floor area, including car accommodation, of less than 200 square metres in the case of a lot having an area exceeding 305 square metres, or 150 square metres in the case of a lot having an area of 305 square metres or less.
- e) No main dwelling will be erected or allowed to remain on the lot burdened unless it has a garage or carport with a floor area of at least 15 square metres.
- f) Vehicles exceeding 3 tonnes shall not be garaged, housed, parked, maintained, worked on, serviced or be permitted to remain on the lot burdened except where used for delivery of goods and/or for the construction, maintenance and/or the alteration of any building erected or being erected on the lot burdened.
- g) No dividing fence shall be erected or be permitted to remain on the lot burdened unless:-
 - (i) it has a minimum height of 1.8 metres, and
 - (ii) it is constructed of dark stained treated pine or unstained untreated pine, and
 - (iii) it is a good neighbour fence. For the purposes of this restriction a "good neighbour fence" means a fence that is the same as a timber lapped and capped fence but with each alternate and overlapping paling being attached to the opposite side of the fence rails.
- h) No fence shall be erected on the lot burdened that is closer to the street than the external wall of the main building erected on the lot burdened that faces the street. If the lot burdened is a corner lot, this restriction shall apply to both street frontages. This restriction shall not apply whilst ever the lot burdened forms part of an exhibition village as defined in State Environmental Planning Policy (Sydney Region Growth Centres) Amendment (The Hills Growth Centre Precincts) 2013.
- i) No fence or wall shall be erected on the lot burdened to divide it from any adjoining land owned by the Developer without the consent of the Developer, which consent may be given or withheld by the Developer in its absolute and unfettered discretion but such consent shall be deemed to have been given in respect of any fence or dividing wall that is erected without expense to the Developer.
- j) No building shall be permitted to remain erected on the lot burdened unless a paved or concrete driveway, paved or concrete pedestrian footpath and landscaping is completed within 12 months of the practical completion of the main building erected on the lot burdened. Landscaping may include turf but it must contain at least 5 square metres of decorative garden



LENGTHS ARE IN METRES

Sheet 12 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134

Covered by Subdivision Certificate No. 11715

Dated 19.2.19

**PART 2 (Terms)
(Continued)**

provided that a driveway shall only be required to be constructed to one of a number of adjoining lots owned by the same person except that the driveways must be constructed on the adjoining lots within 2 months of the Restrictions on the use of land numbered 13 in this plan ceasing to have effect.

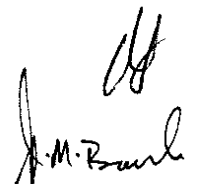
- k) No outbuildings, tents, garages or caravans shall be erected, brought on to, be placed on or be permitted to remain on the lot burdened prior to the commencement of construction of a dwelling thereon.
- l) No factory manufactured homes, mobile homes, demountable homes or other dwellings manufactured or previously situated off the lot burdened shall be brought on to, be placed on or be permitted to remain on the lot burdened.
- m) No temporary or permanent driveway strips of any type constructed of any material whatsoever shall be constructed on the lot burdened unless the said strips are a minimum of 3.0 metres wide.
- n) No boats, trucks, caravans, motor homes or trailers shall be placed parked or be permitted to remain on the lot burdened in any position where they can be seen from any public place or street.
- o) No dwelling shall be erected or be permitted to, remain on the lot burdened with eaves and gutters less than 450 millimetres in width without the prior approval in writing having been obtained from the Developer which approval may be given or withheld by the Developer in its absolute and unfettered discretion. This restriction shall not apply to that part of any roof that is immediately above any wall of any dwelling that is parallel to and closer to 450 millimetres from any side boundary OR to any part of the roof on any dwelling that is a flat roof.
- p) No building shall be erected or be permitted to remain erected on the lot burdened if it, or any part of it, is used for any other purpose other than as a residential dwelling.

The party by whom and with whose consent the Restriction on the Use of Land numbered sixteen (16) in the plan may be released, varied and/or modified is the Developer for such period as it is the registered proprietor of any lot benefited by this restriction or the nominee of the Developer for such period as the nominee is the registered proprietor of any land benefitted by this restriction and thereafter by the registered proprietors of the lots having the benefit of abovementioned restrictions.

15. Terms of Easement for Drainage of Water numbered 17 in the plan:

Terms of Easement for Drainage of Water as per Part 8 Schedule 8 of the Conveyancing Act 1919.

Name of Persons empowered to release, vary or modify the Easement for Drainage of Water numbered seventeen (17) in the plan: The Owners of the lots benefited.



LENGTHS ARE IN METRES

Sheet 13 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134

Covered by Subdivision Certificate No. 11715

Dated 19.2.19

**PART 2 (Terms)
(Continued)**

16. Terms of Right of Access numbered 18 in the plan:

Terms of Right of Access as per Part 14 Schedule 8 of the Conveyancing Act 1919:

Name of Persons empowered to release, vary or modify the Right of Access numbered eighteen (18) in the plan: The Owners of the lots benefited.

17. Terms of Easement for Services numbered 19 in the plan:

Terms of Easement for Services as per Part 11 Schedule 8 of the Conveyancing Act 1919.

Name of Persons empowered to release, vary or modify the Easement for Services numbered nineteen (19) in the plan: The Owners of the lots benefited.

18. Terms of Easement for Access Maintenance and Construction numbered 20 in the plan:

18.1 In this Easement for Access, Maintenance and Construction:


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

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

18.3 The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate at the entrance to the site of the easement from the front of the building structure on the lot burdened.

18.4 Subject to Clause 18.5, The Owner of the lot benefited may:

- a) With prior reasonable notice given to the Owner of the lot burdened, use the Easement Site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the Owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the Lot burdened; and
- b) Do anything reasonably necessary for that purpose, including:
 - (i) Entering onto the lot burdened;
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out necessary works.



LENGTHS ARE IN METRES

Sheet 14 of 20 Sheets

Plan: **DP1226135**

**Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134**

Covered by Subdivision Certificate No. 11715

Dated 19.7.19

**PART 2 (Terms)
(Continued)**

18.5 The rights under this Easement for Access, Maintenance and Construction are:

- a) Limited to the extent necessary to permit the Owner of the lot benefited to construct, maintain and repair any part of:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the Owner of the lot benefited.

18.6 In exercising the rights under this Clause, the Owner of the lot benefited must:

- a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
- b) Cause as little inconvenience as is practicable to the Owner and any Occupier of the lot burdened;
- c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
- d) Restore the lot burdened as nearly as is practicable to its former condition; and
- e) Make good any collateral damage.

The Owner of the lot benefited has the right to install and maintain in the wall adjacent to the Easement Site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.

Name of Persons empowered to release, vary or modify the Easement for Access Maintenance and Construction numbered twenty (20) in the plan: The Owners of the Lots benefited.

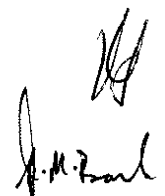
19. Terms of Easement for Drainage of Water numbered 21 in the plan:

Terms of Easement for Drainage of Water as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended.

Name of Authority whose consent is required to release, vary or modify the Easement for Drainage of Water numbered twenty-one (21) in the plan: The Hills Shire Council.

20. Terms of Right of Access numbered 22 in the plan:

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



LENGTHS ARE IN METRES

Sheet 15 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134
Covered by Subdivision Certificate No. 11715
Dated 19.2.19

**PART 2 (Terms)
(Continued)**

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

Name of Persons or Authority whose consent is required to release, vary or modify the Right of Access numbered twenty-two (22) in the plan: The Hills Shire Council.

21. Terms of Right of Access numbered 23 in the plan:

Terms of Right of Access as per Part 14 Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

This Right of Access is temporary and will be extinguished upon the dedication of the affected portion of the burdened lot(s) to the public as public road in accordance with the definition of "public road" included in the Roads Act 1993.

Name of Authority whose consent is required to release, vary or modify the Right of Access numbered twenty-three (23) in the plan: The Hills Shire Council.

22. Terms of Easement for Underground Cables numbered 24 in the plan:

The terms as set out in Memorandum AK104616 are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

This easement extinguishes without any further assurance upon the dedication of a public road under the Roads Act 1993 over that part of the Lot burdened.

Name of Authority empowered to release, vary or modify the Easement for Underground Cables numbered twenty-four (24) in the plan: Epsilon Distribution Ministerial Holding Corporation.

The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.



LENGTHS ARE IN METRES

Sheet 16 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134
Covered by Subdivision Certificate No. 11715
Dated 19.2.19

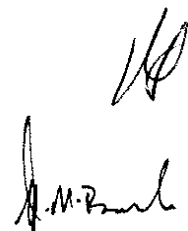
**PART 2 (Terms)
(Continued)**

23. Terms of Right of Access numbered 25 in the plan:

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

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

Name of Authority whose consent is required to release, vary or modify the Right of Access numbered twenty-five (25) in the plan: The Hills Shire Council.



LENGTHS ARE IN METRES

Sheet 17 of 20 Sheets

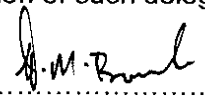
Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134
Covered by Subdivision Certificate No. 11715
Dated 19.2.19

Seals and Signatures

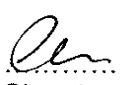
Execution by The Hills Shire Council

Signed by Andrew Brooks
As an authorised delegate of The Hills Shire Council
pursuant to S.377 of the Local Government Act 1993
and I hereby state that I have no notice of
revocation of such delegation.



Signature of Delegate

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



Signature of Witness

Benjamin Hawkins

Name of Witness

3 Columbia Ct, Norwest NSW

2153

Address of Witness



LENGTHS ARE IN METRES

Sheet 18 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134
Covered by Subdivision Certificate No. 11715
Dated 19.2.19

**Seals and Signatures
(Continued)**

I certify that the attorney signed this instrument in my presence.

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

Signature of witness:



Signature of attorney:



Name of witness:

NATASHA ISSAC

Name and position of attorney:

Helen Smith
Manager Property & Fleet

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:

Book 4734 No 883

Signing on behalf of:


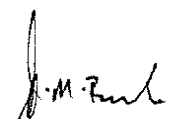
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS 19607

Date of signature:

17 December 2018

LENGTHS ARE IN METRES

Sheet 19 of 20 Sheets

Plan: **DP1226135**

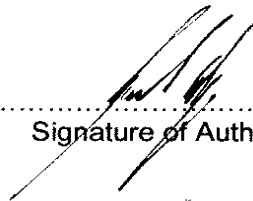
**Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134
Covered by Subdivision Certificate No.
Dated**

**Seals and Signatures
(Continued)**

**Executed by Sydney Water Corporation ABN 49 776 225 038 pursuant to section 50(3)(a)
of the Interpretation Act 1987 by an authorised delegate:**



Signature of Witness



Signature of Authorised Delegate

LAUREN SCOTT
~~GRANT MAY~~

Name of Witness

GRANT MAY

Name of Authorised Delegate

1 SMITH STREET PARRAMATTA
Address of Witness NSW 2150

PROPERTY PORTFOLIO MANAGER
Title of Authorised Delegate

20.02.19

Date



LENGTHS ARE IN METRES

Sheet 20 of 20 Sheets

Plan: **DP1226135**

Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134
Covered by Subdivision Certificate No. 11715
Dated 19.2.19

**Seals and Signatures
(Continued)**

Executed by Mogul Stud Pty Limited (ACN 000 331 840) by:

[Handwritten Signature]
.....
Signature

[Handwritten Signature]
.....
Signature

Richard Scheinberg
.....
Name (Block Letters)

Deborah Redelman
.....
Name (Block Letters)

Director
.....
Office Held

Director
.....
Office Held

REGISTERED  19.03.2019

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

Lengths are in metres

(Sheet 1 of 9 Sheets)

Plan: **DP1275929**

Plan of Subdivision of Lots 2098, 2099, 2115 & 2117 in DP1226135 & Lot 2124 in DP1275926 covered by Subdivision Certificate No. 31/2023/SC

Dated 25/01/2024

Full name & address
of Proprietor(s) of the Land:

MOGUL STUD PTY LIMITED
Suite 6, 131 Macquarie Street
SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Maintenance, Access and Other Purposes 0.9 wide (N)	2630 2635	2632 2633
2	Restriction on the Use of Land	Lots 2630 to 2635 inclusive	The Hills Shire Council
3	Restriction on the Use of Land	2630 2632 2633 2635	The Hills Shire Council
4	Restriction on the Use of Land	Lots 2630 to 2635 inclusive	The Hills Shire Council
5	Restriction on the Use of Land	Lots 2630 to 2635 inclusive	Every other lot Except Lot 2636
6	Restriction on the Use of Land	Lots 2630 to 2635 inclusive	2118/1226135
7	Restriction on the Use of Land	Lots 2630 to 2635 inclusive	2118/1226135

Munday DeLauer

APPROVED BY THE HILLS SHIRE COUNCIL

D. Munday

Authorised Delegate

C & R Ref: 695-22 Stage 2K 88B FINAL 20231129

Electronically signed by me David Munday, affixed by me 25/01/2024

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

Lengths are in metres

(Sheet 2 of 9 Sheets)

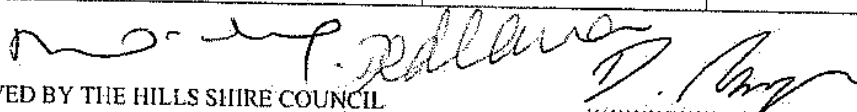
Plan: **DP1275929**

Plan of Subdivision of Lots 2098, 2099, 2115 & 2117 in DP1226135 & Lot 2124 in DP1275926 covered by Subdivision Certificate No. 31/2023/SC

Dated... 25/01/2024

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access Variable Width (B) – Sunset Clause Invoked - created by DP1226135	Lot 2115 DP1226135 (being the part to be dedicated as Copenhagen Street) & Lot 2117 DP1226135 (dedicated as Bar Street)	2002-2049/1226135, 1-2/1270049, 2054-2070/1226135, 1/1265056, 2073/1226135, 2074-2077/1259343, 2078-2095/1226135, 1-2/1255158, 971-972/1287693, 2098-2104/1226135, 1-2/1268174, 2106-2114/1226135, 2116-2118/1226135, 2/1265056
2	Easement for Drainage of Water Variable Width (C) – Sunset Clause Invoked - created by DP1226135	Lot 2115 DP1226135 (being the part to be dedicated as Copenhagen Street) & Lot 2117 DP1226135 (dedicated as Bar Street)	2002-2049/1226135, 1-2/1270049, 2054-2070/1226135, 1/1265056, 2073/1226135, 2074-2077/1259343, 2078-2095/1226135, 1-2/1255158, 971-972/1287693, 2098-2104/1226135, 1-2/1268174, 2106-2114/1226135, 2116-2118/1226135, 2/1265056
3	Easement for Underground Cables Variable Width (D) – Sunset Clause Invoked – created by DP1226135.	Lot 2115 DP1226135 (being the part to be dedicated as Copenhagen Street) & Lot 2117 DP1226135 (dedicated as Bar Street)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Easement for Water Supply Purposes 3 wide (E1) – Sunset Clause Invoked - created by DP1226135	Lot 2115 DP1226135 (being the part to be dedicated as Copenhagen Street)	Sydney Water Corporation
5	Easement for Water Supply Purposes 2.5 wide (E2) – Sunset Clause Invoked - created by DP1226135	Lot 2117 DP1226135 (dedicated as Bar Street)	Sydney Water Corporation


 APPROVED BY THE HILLS SHIRE COUNCIL

C & R Ref: 695-22 Stage 2K 88B FINAL 20231129

Authorised Delegate

Electronically signed by me David Munday, affixed by me 25/01/2024

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

Lengths are in metres

(Sheet 3 of 9 Sheets)

Plan: **DP1275929**

Plan of Subdivision of Lots 2098, 2099, 2115 & 2117 in DP1226135 & Lot 2124 in DP1275926 covered by Subdivision Certificate No. 31/2023/SC

Dated: 25/01/2024

Part 1A (Release) (cont.)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
6	Easement for Access and Drainage Purposes Variable Width (F) – Sunset Clause Invoked - created by DP1226135	Lot 2115 DP1226135 (being the part to be dedicated as Copenhagen Street) & Lot 2117 DP1226135 (dedicated as Bar Street)	Sydney Water Corporation
7	Right of Access Variable Width (F) – Sunset Clause Invoked - created by DP1226137	Lot 2115 DP1226135 (dedicated as Copenhagen Street) & Lot 2117 DP1226135 (dedicated as Bar Street)	The Hills Shire Council

Part 2 (Terms)

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

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

1. The grant of this easement is made subject to the existence of, and the right of the owner of the lot burdened to construct, eaves and guttering from the structure on the lot burdened, that overhang the site of the easement.
2. The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate at the entrance to the site of the easement from the front of the building structure on the lot burdened.

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

The Owners of the Lots Benefitted.

[Handwritten signatures]

APPROVED BY THE HILLS SHIRE COUNCIL

Authorised Delegate

C & R Ref: 695-22 Stage 2K 88B FINAL 20231129

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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.

Lengths are in metres

(Sheet 4 of 9 Sheets)

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Dated: 25/01/2024

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

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

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

The Hills Shire Council.

3. Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

No development shall be permitted on the lot(s) hereby burdened except for development in accordance with the building envelope plan prepared by Calibre, drawing X11295-DA-2-Z-BE-2 First Issue dated 13/11/2020 and approved by Development Consent 1509/2015/JPZ/F by The Hills Shire Council complying with the requirements of The Hills Shire Council

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

The Hills Shire Council

4. Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

No structure that comes into contact with soils shall be constructed on the lots(s) hereby burdened unless designed in accordance with Australian Standard 2159-1995 Piling – Design & Installation.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

The Hills Shire Council

5. Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

1) No building shall be erected or be erected to remain erected on the lot burdened other than one having external walls of brick, stone, concrete, glass, timber, fibre cement, Simulated Rendered Masonry or any combination thereof provided that:

(a) The proportion of brick, stone, & concrete shall not be less than 75% of the total area of the external walls and;

(b) Timber shall not be used in the external walls except in conjunction with all or any of the above listed materials provided that:

(i) The proportion thereof cannot exceed 25% of the total area of the external walls in the case of a single storey building, and

(ii) The proportion thereof cannot exceed 40% of the total area of the external walls in the case of a two storey building

APPROVED BY THE HILLS SHIRE COUNCIL

C & R Ref: 695-22 Stage 2K 88B FINAL 20231129

Authorised Delegate

Electronically signed by me David Munday, affixed by me 25/01/2024

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

Lengths are in metres

(Sheet 5 of 9 Sheets)

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Plan of Subdivision of Lots 2098, 2099, 2115 & 2117 in DP1226135 & Lot 2124 in DP1275926 covered by Subdivision Certificate No. 31/2023/SC

25/01/2024

Dated.....

2) No building shall be erected or be permitted to remain erected on the lot burdened having either a flat or skillion roof or a combination thereof. As to what constitutes a flat roof or a skillion roof shall be determined by Mogul Stud Pty Limited (hereinafter referred to in these Restrictions as to User as "the Developer") in its absolute and unfettered discretion.

3) No Building shall be erected or be permitted to remain erected on the lot burdened unless the plans of the building and the details of any fence to be erected on the said lot were approved in writing by the Developer prior to the lodgement of the same with The Hills Shire Council or any other appropriate consent authority.

4) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of corrugated metal unless:

- (a) The roof is coloured with a pre-coated material using a process that is either the same or similar to the process known as *Colorbonding* and
- (b) It is passive in tone and earthy in colour and
- (c) Is non-reflective and
- (d) The prior approval in writing as to the colour has been obtained from the Developer.

5) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of fibre cement, asbestos cement, fibreglass or any other material of a similar nature.

6) If a single dwelling only is erected on the lot burdened then that dwelling shall not be permitted to remain erected on the lot burdened, if it has a floor area, including car accommodation, of less than 200 square metres. However, if planning controls permit it and more than one dwelling is erected on the lot burdened then no dwelling so erected shall be permitted to remain erected on the lot burdened that has a floor area, including car accommodation, of less than 180 square metres. Alternatively, and again if planning controls permit it, if the lot burdened is subdivided into more than one allotment then no dwelling, which has a floor area, including car accommodation, of less than 180 square metres, shall be permitted to be erected or remain erected on any of the lots created in any subdivision of the lot burdened.

7) No main dwelling will be erected or allowed to remain erected on the lot burdened unless it has a garage or carport with a floor area of at least 15 square metres.

8) Vehicles exceeding 3 tonnes shall not be garaged, housed, parked, maintained, worked on, serviced or be permitted to remain on the lot burdened except where used for delivery of goods and/or for the construction, maintenance and/or the alteration of any building erected or being erected on the lot burdened.

9) No dividing fence shall be erected or be permitted to remain on the lot burdened unless:-

- a) it has a minimum height of 1.8 metres, and
- b) it is constructed of dark stained treated pine, and
- c) it is a good neighbour fence. For the purposes of this restriction a "good neighbour fence" means a fence that is the same as a timber lapped and capped fence but with each alternate and overlapping paling being attached to the opposite side of the fence rails.

10) No fence shall be erected on the lot burdened that is closer to the street than the external wall of the main building erected on the lot burdened that faces the street. If the lot burdened is a corner lot, this restriction shall apply to both street frontages.

11) No fence or wall shall be erected on the lot burdened to divide it from any adjoining land owned by the Developer without the consent of the Developer, which consent may be given or

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Delegate.

C & R Ref: 695-22 Stage 2K 88B FINAL 20231129

Electronically signed by me David Munday, affixed by me 25/01/2024



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

Lengths are in metres

(Sheet 6 of 9 Sheets)

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Plan of Subdivision of Lots 2098, 2099, 2115 & 2117 in DP1226135 & Lot 2124 in DP1275926 covered by Subdivision Certificate No. 31/2023/SC

25/01/2024

Dated.....

withheld by the Developer in its absolute and unfettered discretion but such consent shall be deemed to have been given in respect of any fence or dividing wall that is erected without expense to the Developer.

- 12) No building shall be erected or be permitted to remain erected on the lot burdened unless a paved driveway, paved pedestrian footpath and landscaping is completed within 12 months of the practical completion of the main building erected on the lot burdened. Landscaping may include turf but it must contain at least 5 square metres of decorative garden
- 13) No outbuildings, tents, garages or caravans shall be erected, brought onto, be placed on or be permitted to remain on the lot burdened prior to the commencement of construction of a dwelling thereon.
- 14) No factory manufactured homes, mobile homes, demountable homes or other dwellings manufactured or previously situated off the lot burdened shall be brought onto, be placed on or be permitted to remain on the lot burdened.
- 15) No temporary or permanent driveway strips of any type constructed of any material whatsoever shall be constructed on the lot burdened unless the said strips are a minimum of 3 metres wide.
- 16) No boats, trucks, caravans, motor homes or trailers shall be placed, parked or be permitted to remain on the lot burdened in any position where they can be seen from any public place or street.
- 17) No dwelling shall be erected or be permitted to remain on the lot, burdened with eaves and gutters less than 450 millimetres in width without the prior approval in writing having been obtained from the Developer which approval may be given or withheld by the Developer in its absolute and unfettered discretion.
- 18) No building shall be erected or be permitted to remain erected on the lot burdened if it, or any part of it, is used for any other purpose other than as a residential dwelling.

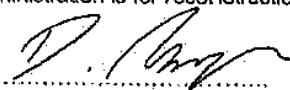
Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

The Developer whilst ever it is the Registered Proprietor of a lot in the Plan and thereafter by the registered proprietors of the lots having the benefit of abovementioned restrictions.

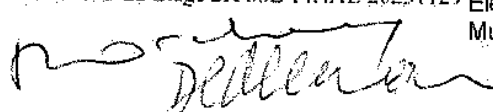
6. Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

1. No Exhibition Home shall be erected or be permitted to remain erected on the lot burdened. In this restriction, an Exhibition Home means a dwelling built for the purposes of the public exhibition and marketing of new dwellings, whether or not it is intended to be sold as a private dwelling after its use for those purposes is completed and includes any associated sales or home finance office or place used for displays.
2. This restriction shall cease to have effect if Homeworld Box Hill Pty. Limited becomes an externally administered body corporate (as that term is defined in section 9 of the Corporations Act 2001(Cwth)) except where the purpose of the external administration is for reconstruction or amalgamation.

APPROVED BY THE HILLS SHIRE COUNCIL


.....
Authorised Delegate

C & R Ref: 695-22 Stage 2K 88B FINAL 20231129 Electronically signed by me David Munday, affixed by me 25/01/2024



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

Lengths are in metres

(Sheet 7 of 9 Sheets)

Plan: **DP1275929**

Plan of Subdivision of Lots 2098, 2099, 2115 & 2117 in DP1226135 & Lot 2124 in DP1275926 covered by Subdivision Certificate No. 31/2023/SC

Dated 25/01/2024

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

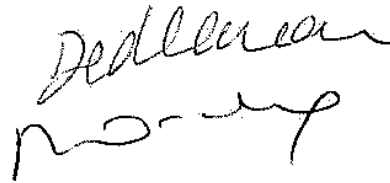
The Owner(s) of the Lot Benefitted

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

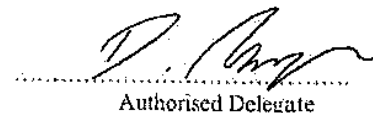
1. No building shall be erected or be permitted to remain erected on the lot burdened that is part of an Exhibition Village. In this restriction:
 - a. an Exhibition Village means 2 or more Exhibition Homes and any associated buildings and places used for house and land sales, site offices, advisory services, car parking, food and drink sales and other associated purposes, and
 - b. an Exhibition Home means a dwelling built for the purposes of the public exhibition and marketing of new dwellings, whether or not it is intended to be sold as a private dwelling after its use for those purposes is completed and includes any associated sales or home finance office or place used for displays.
2. This restriction shall cease to have effect if Homeworld Box Hill Pty. Limited becomes an externally administered body corporate (as that term is defined in section 9 of the Corporations Act 2001(Cwth) except where the purpose of the external administration is for reconstruction or amalgamation.

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

The Owner(s) of the Lot Benefitted



APPROVED BY THE HILLS SHIRE COUNCIL



Authorised Delegate

C & R Ref: 695-22 Stage 2K 88B FINAL 20231129

Electronically signed by me David Munday, affixed by me 25/01/2024

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

Lengths are in metres

(Sheet 8 of 9 Sheets)

Plan: **DP1275929**

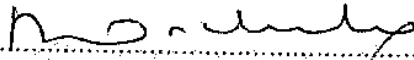
Plan of Subdivision of Lots 2098, 2099, 2115 & 2117 in DP1226135 & Lot 2124 in DP1275926 covered by Subdivision Certificate No. 31/2023/SC

Dated 25/01/2024

SIGNATURES:

Executed by Mogul Stud Pty Limited (ACN 000 331 840) by authority of its directors in accordance with Section 127 of the Corporations Act 2001;

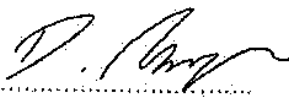
RICHARD BARNEY ARTHUR SCHEINBERG


.....
DIRECTOR / SECRETARY

DEBORAH CATHERINE REDELMAN


.....
DIRECTOR

APPROVED BY THE HILLS SHIRE COUNCIL


.....
Authorised Delegate

C & R Ref: 695-22 Stage 2K 88B FINAL 20231129

Electronically signed by me David Munday; affixed by me 25/01/2024

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.

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(Sheet 9 of 9 Sheets)

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Plan of Subdivision of Lots 2098, 2099, 2115 & 2117 in DP1226135 & Lot 2124 in DP1275926 covered by Subdivision Certificate No. 31/2023/SC

Dated..... 25/01/2024


SIGNATURES:

The common seal of **THE HILLS SHIRE COUNCIL** was affixed on 25th January 2024 in the presence of Michael Edgar, General Manager, and Dr Peter Gangemi, Mayor pursuant to regulation 400 of the Local Government (General) Regulation 2021.





Michael Edgar
General Manager



Dr Peter Gangemi
Mayor



REGISTERED:  25/02/2025

APPROVED BY THE HILLS SHIRE COUNCIL



Authorised Delegate

C & R Ref: 695-22 Stage 2K 88B FINAL 20231129

Electronically signed by me David Munday, affixed by me 25/01/2024

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:549956183

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AQ83746

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: STACKS LAW FIRM, TWEED HEADS ABN 85142904818
Address: L1, SE 15, 75 Wharf ST
Tweed Heads 2485
Telephone:
ELNO Subscriber Number: 11699
Customer Account Number: 501624
Document Collection Box: 1W
Client Reference: ADM:160680

LAND TITLE REFERENCE

2042/1226135
2044/1226135
2041/1226135
2043/1226135

CAVEATOR

HOMEWORLD BOX HILL PTY LTD ACN 612800736
Registered company
SE 1, L 4
Castletons Accounting Services
3 Carlingford RD
EPPING NSW 2121

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
STACKS LAW FIRM, TWEED HEADS
SE 15, L 1
75 Wharf ST
Tweed Heads NSW 2485

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

MOORE PARK ESTATE PTY LTD
UNIT 37
10 Gladstone RD
Castle Hill NSW 2154

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.

ESTATE OR INTEREST CLAIMED

Charge

By virtue of: Agreement

Between HOMEWORLD BOX HILL PTY LTD

And MOORE PARK ESTATE PTY LTD

Details Supporting The Claim: Investor's Agreement

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator.

Party Represented by Subscriber:

HOMEWORLD BOX HILL PTY LTD

Signed By: Anthony David Mitchell

Signer Capacity: Practitioner Certifier

ELNO Signer Number: 35240

Digital Signing Certificate Number:

**Signed for
Subscriber:**

EUCSER PTY. LTD ABN 85142904818

STACKS LAW FIRM, TWEED HEADS

Subscriber Capacity: Representative Subscriber

ELNO Subscriber Number: 11699

Customer Account Number: 501557

Date: 05/05/2020



PLANNING CERTIFICATE UNDER SECTION 10.7(2) ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **136786**
Reference: 25187N:286177
Issue Date: 25 July 2025
Receipt No: 7900191
Fee Paid: \$ 71.00

ADDRESS: 10 Gittel Street, BOX HILL NSW 2765
DESCRIPTION: Lot 2043 DP 1226135

The land is zoned:

Zone R2 Low Density Residential

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

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2021.

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

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

1 Names of relevant planning instruments and 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.

Local Environmental Plans

The Hills Local Environmental Plan 2019 does not apply to the carrying out of development on the land.

State Environmental Planning Policies

SEPP (Biodiversity and Conservation) 2021 – including but not limited to
Chapter 2 Vegetation in non rural areas
Chapter 6 Water Catchments

SEPP (Resilience and Hazards) 2021 – including but not limited to

Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land

SEPP (Industry and Employment) 2021 – Including but not limited to
Chapter 3 Advertising and signage

SEPP No.65 - Design Quality Of Residential Apartment Development

SEPP (Precincts-Central River City) 2021 – Including but not limited to
Chapter 2 State significant precincts
Chapter 3 Sydney Region Growth Centres

SEPP (Resources and Energy) 2021 – including but not limited to
Chapter 2 Mining, petroleum production and extractive industries
Chapter 3 Extractive industries in Sydney area

SEPP (Transport and Infrastructure) 2021 – including but not limited to
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Planning Systems) 2021 – including but not limited to
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

SEPP (Primary Production) 2021 – including but not limited to
Chapter 2 Primary production and rural development

SEPP (Precincts – Western Parkland City) 2021 – Including but not limited to

Chapter 4 Western Sydney Aerotropolis

SEPP (Housing) 2021

SEPP (Sustainable Buildings) 2022

Development Control Plans

The Hills Development Control Plan 2012

Box Hill Development Control Plan

[Development Control Plans | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](#)

(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.

Proposed Local Environmental Plans

No Proposed Local Environmental Plans apply to this land.

Proposed State Environmental Planning Policies

No Proposed State Environmental Planning Policies apply to the land.

Listing of proposed State Environmental Planning Instruments is dependent on advice being provided to Council of community consultation or public exhibition by the relevant public authorities. Refer [Plans and Policies | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](#)

Proposed Development Control Plans

No Proposed Development Control Plans apply to 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.

2 Zoning and land use under relevant planning instruments

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

- (a) the identity of the zone, whether by reference to—
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan) identifies the land to be:

Zone R2 Low Density Residential

- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

Refer Attachment 2(b)

- (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,

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

YES

Part 4 Principal development standards of State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan) provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R2 Low Density Residential, R3 Medium Density Residential or R4 High Density Residential.

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

3 Contributions

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

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

(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, and

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.

The land is within the Special Infrastructure Contribution – Western Sydney Growth Areas under the *Environmental Planning and Assessment Act 1979*.

Refer to the Department of Planning and Infrastructure for further information www.planning.nsw.gov.au

(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 1 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, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code

Complying Development under the Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code **may be** carried out on the land.

Housing Alterations Code and General Development Code

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

Industrial and Business Buildings Code

Complying Development under the Industrial and Business Buildings Code **may be** carried out on the land.

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

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

Note 1: Some specific land exemptions in cl.1.19 of the Codes SEPP may apply only to part of a lot, please refer the [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), for further information.

Note 2: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2019 - www.thehills.nsw.gov.au
State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct) or (Appendix 10 The Hills Growth Centre Precincts Plan) – [In force legislation - NSW legislation](#)

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 1 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.

Exempt development may be carried out on the land. Please refer to [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#) for relevant requirements and development standards for specified development.

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,

NO

(b) a building product rectification order is in force in relation to the land that has not been fully complied with,

NO

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(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](#).

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.

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy?

NO

Any proposed State Environmental Planning Policy?

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

NO

(b) an environmental planning instrument, or

NO

(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.

NO

(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.

UNKNOWN

Please contact Council's Waterways team on 9843 0555 for information on the flood planning area and probable maximum flood.

(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.

The land is affected by the following policies on hazard restrictions:

i. Landslip

a) By The Hills Local Environmental Plan 2019 zoning?

NO

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

b) By The Hills Local Environmental Plan 2019 local provision?

NO

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

c) By The Hills Development Control Plan 2012 provision?

NO

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

ii. Bushfire

YES

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

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

The Hills Development Control Plan 2012 may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(1) of this certificate for the applicable Development Control Plan.

iii. Tidal Inundation

NO

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

iv. Subsidence

NO

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

v. Acid sulfate soils

NO

vi. Contamination

NO

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

vii. Aircraft noise

NO

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

viii. Salinity

NO

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

ix. Coastal hazards

NO

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

x. Sea level rise

NO

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

xi. Any other risk, other than flooding

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by any other risk, other than flooding.

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

None of the land is bushfire prone land.

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.

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

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

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.

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

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.

NO

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.

17 Biodiversity certified land

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

YES

The land is identified as a certified area on the North West Growth Centre – Biodiversity Certification map. Refer to [Order to confer biodiversity certification on the State Environmental Planning Policy \(Sydney Region Growth Centres\) 2006](#)

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.

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

- (1) If the [Coastal Management Act 2016](#) applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.

NO

- (2) In this section—

existing coastal protection works has the same meaning as in the [Local Government Act 1993](#), section 553B.

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

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, or

NO

- (b) shown on the [Lighting Intensity and Wind Shear Map](#), or

NO

- (c) shown on the [Obstacle Limitation Surface Map](#), or

NO

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

NO

- (e) 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).

(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.

NO

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.

24 Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

NO

Clause 59(2) 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 the Act – if it is subject to such an order at the date when the certificate is issued,

NO

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

NO

Note—

Section 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE.

WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.

**ATTACHMENT 2(b)
STATE ENVIRONMENTAL PLANNING POLICY (PRECINCTS-CENTRAL RIVER CITY)
2021, CHAPTER 3 SYDNEY REGION GROWTH CENTRES (APPENDIX 10 THE HILLS
GROWTH CENTRE PRECINCTS PLAN)**

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

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

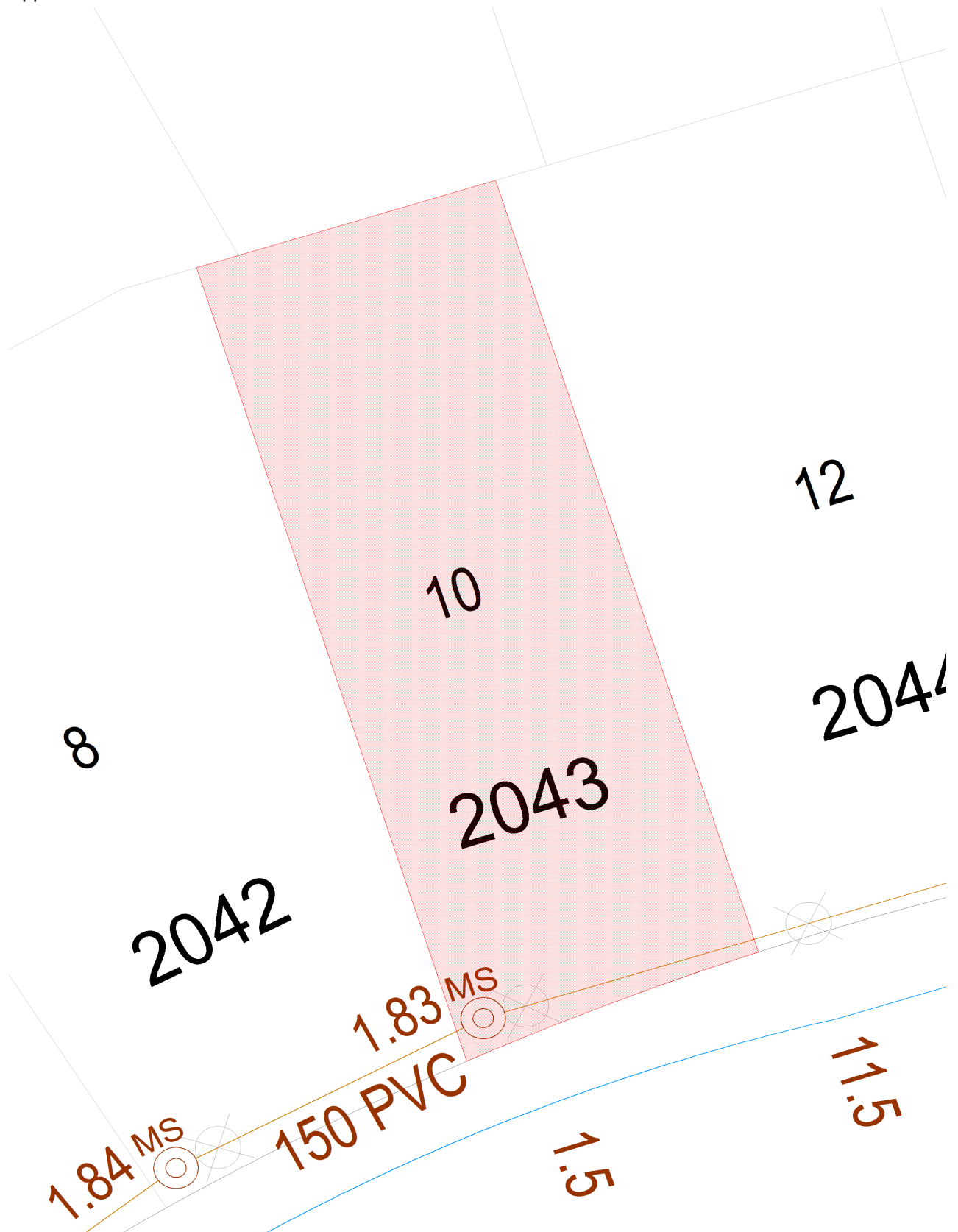
Bed and breakfast accommodation; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based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

4 Prohibited

Any development not specified in item 2 or 3.

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

Service Location Print
Application Number: 8004492153



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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 (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (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 (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	
		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

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

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**.

25 July 2025

Infotrack Pty Limited

Reference number: 8004492154

Property address: 10 Gittel St Box Hill NSW 2765

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