

Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|--|---|----------------------------------|
| vendor's agent | | Phone: Fax: Email: |
| co-agent | | |
| vendor | | |
| vendor's solicitor | | Phone: Fax: Email: Ref: |
| date for completion | | |
| land (address, plan details and title reference) | | |
| 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 | documents in the List of Documents as marked or numbered: other documents: | |

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

| | |
|-----------------------|---|
| inclusions | <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 | Phone: Fax: Email: Ref: |
| 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 _____ 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> | <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 (ELM) (clause 4): _____

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, 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 a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

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 within work order</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> in relation to a period, at any time before or during the period, and 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 or 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 *servicing* 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 *servicing* 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

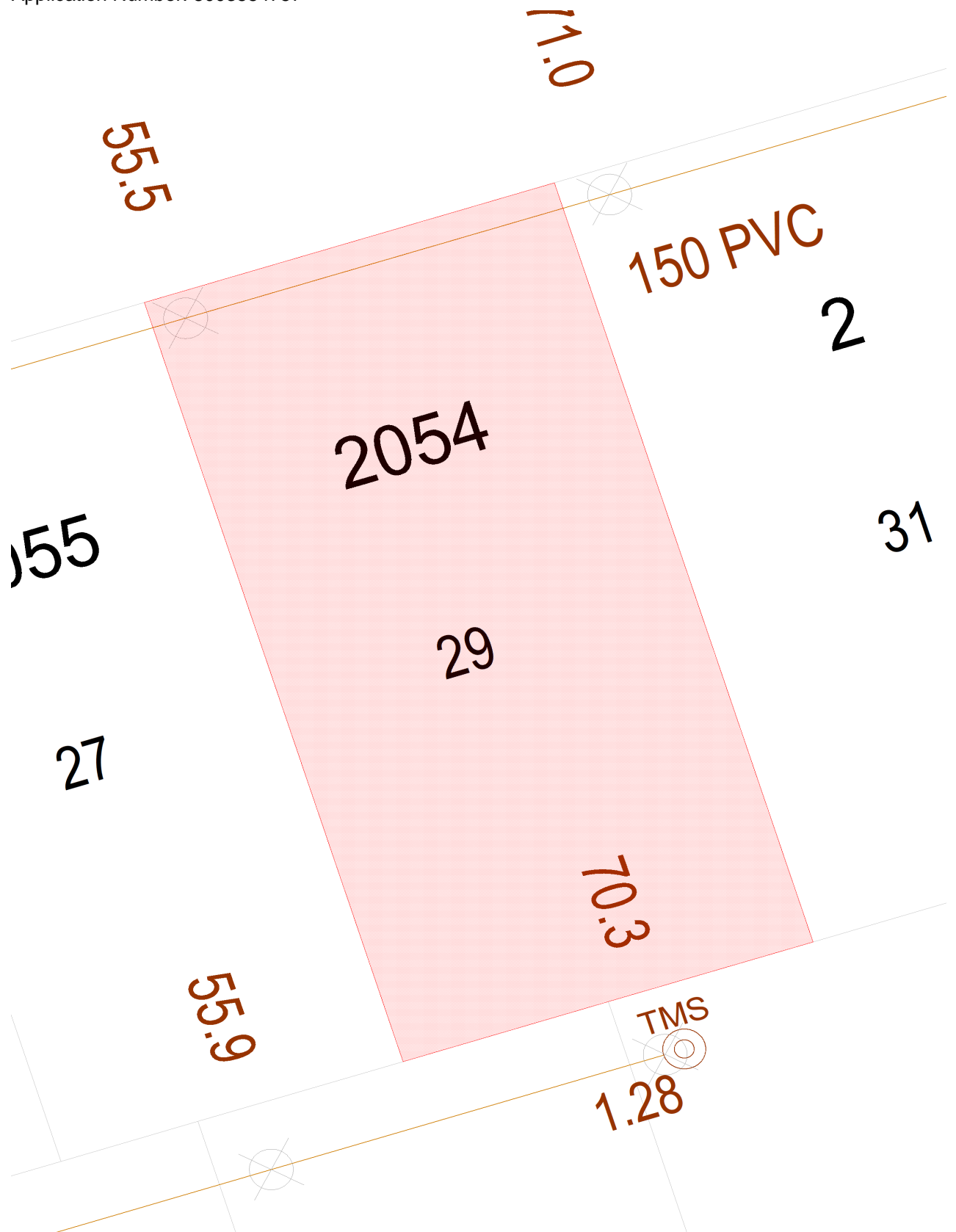
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* 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.

29 Gittel Street Box Hill NSW 2765

Service Location Print
Application Number: 8003554757



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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 | | | |

Disclaimer

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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

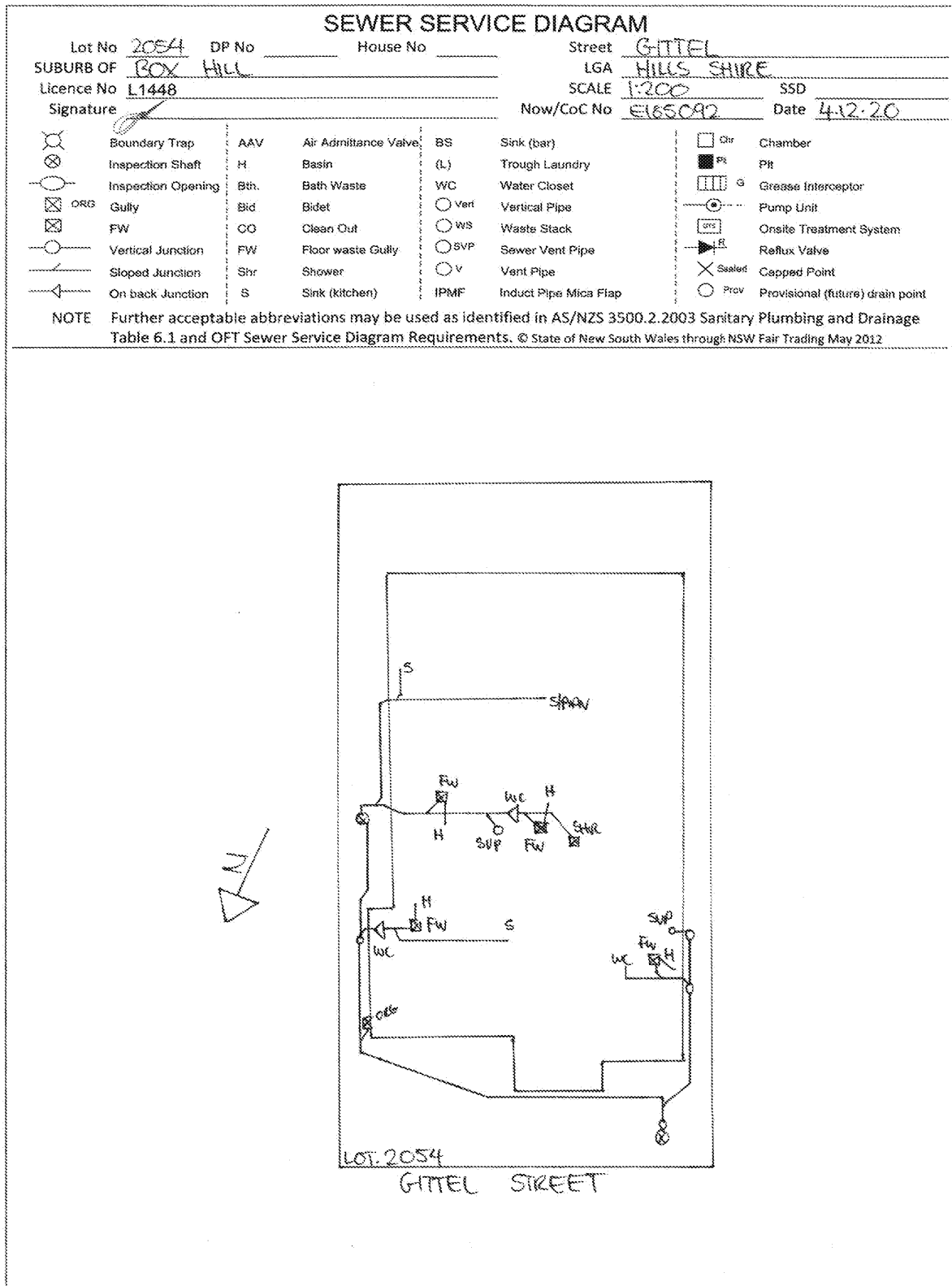
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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**.

Sewer Service Diagram

Application Number: 8003554758



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Disclaimer

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



PLANNING CERTIFICATE UNDER SECTION 10.7(2) & (5)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **78417**
Reference: 84751264 125152740:262065
Issue Date: 15 July 2024
Receipt No: 7543683
Fee Paid: \$ 168.00

ADDRESS: 29 Gittel Street, BOX HILL NSW 2765
DESCRIPTION: Lot 2054 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 \(nsw.gov.au\)](https://www.nsw.gov.au/development-control-plans-planning-portal)

(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 \(nsw.gov.au\)](https://www.nsw.gov.au/plans-and-policies-planning-portal)

Proposed Development Control Plans

Proposed The Hills Development Control Plan 2012 (Amendment No.) applies to this land.

Refer Attachment 1(2)

(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 [Register of biodiversity certification orders | NSW Environment and Heritage](#)

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.

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

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

NO

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

NO

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

NO

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

NO

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

NO

THIS PART IS DIRECTED TO THE FOLLOWING MATTERS PRESCRIBED UNDER SECTION 10.7 (5) OF THE ABOVE ACT

Note:

When information pursuant to Section 10.7(5) is requested, the council is under no obligation to furnish any of the information supplied herein pursuant to that Section.

Council draws your attention to Section 10.7(6), which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). However, this subsection does not apply to advice provided in relation to contaminated land (including the likelihood of land being contaminated land) or to the nature or extent of contamination of land within the meaning of Schedule 6.

The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate.

- A. Whether there are any provisions applying to the land that control the management of trees and bushland?

YES

Clause 5.9 of State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan) and (Appendix 10 The Hills Growth Centre Precinct Plan) contains provisions for the preservation of trees and other vegetation.

Note: Appendix 11 The Hills Growth Centre Precinct Plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

- B. Does the land contain a foreshore area as identified on The Hills Local Environmental Plan 2019 Foreshore Building Line map?

NO

- C. Is the land subject to a listing on a public register maintained by Council under the *Protection of the Environment Operations Act 1997*?

NO

Note: This information relates specifically to the land and includes any existing or in force environmental notice, civil proceedings, or prosecutions under the Act (where notified to Council).

- D. Is the land affected by any special provisions of *State Environmental Planning Policy (Resources and Energy) 2021* – Chapter 3 Extractive industries in Sydney area?

NO

- E. Is the land affected by a restricted development area as identified under The Hills Development Control Plan 2012?

NO

- F. Is the land in the vicinity of a heritage item or heritage conservation area as described in The Hills Local Environmental Plan 2019 **OR** State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres?

NO

- G. Whether Council has executed a Voluntary Planning Agreement within the meaning of S7.4 of the *Environmental Planning and Assessment Act 1979*, as amended, in relation to the land?

YES

05/2018/VPA

- H. Is the land within or adjacent to the Sydney Metro Northwest as identified on the maps prepared by Transport NSW?

NO

- I. Does the land contain a proposed road as identified within a Development Control Plan under *State Environmental Planning Policy (Precincts-Central River City) 2021*, Chapter 3 Sydney Region Growth Centres?

NO

- J. Has Council been notified by NSW Land and Property Information that the land is affected by a plan of acquisition for railway purposes (Sydney Metro Northwest)?

NO

- K. Has Council been notified of the land being listed on the NSW Government's Combustible Cladding Register under the Environmental Planning and Assessment Regulation 2021?

NO

Note: There is potential for combustible cladding to be present on premises that are not listed on the Register. Contact Council's Regulatory Team for further information.

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

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

**ATTACHMENT 1(2)
PUBLIC EXHIBITION OF DRAFT DEVELOPMENT CONTROL PLAN AMENDMENTS –
COMMERCIAL AND RETAIL CENTRES PARKING RATES, CAR SHARE AND EV
READINESS**

Council has resolved to publicly exhibit draft amendments to the parking controls within The Hills Development Control Plan (DCP) 2012.

The draft amendments will reduce parking rates for commercial and retail development within the walkable catchment of public transport within the Norwest, Castle Hill and Rouse Hill Strategic Centres and Baulkham Hills Town Centre. The reduced rates reflect the increased availability of public transport options for trips to and from these centres and aim to encourage modal shift towards active and public transport usage to ensure the road network is able to operate at a reasonable level of service as projected growth within these centres occurs over the next 20 years and beyond.

The draft amendments also include controls that would apply more generally throughout the Shire relating to the optional inclusion of car share parking spaces within new development and the need to ensure new development is "EV Ready" and able to accommodate the efficient installation of EV chargers in response to future demand, without significant costs associated with retrofitting or upgrading electrical capacity.

Draft amendments are proposed to the following sections of to The Hills DCP 2012:

- Part C Section 1 – Parking
- Part D Section 6 – Rouse Hill Regional Centre
- Part D Section 14 – Target Site, Corner of Windsor Rd Seven Hills Rd, Baulkham Hills
- Part D Section 19 – Showground Station Precinct
- Part D Section 20 – Castle Hill North
- Part D Section 21 – 93-107 Cecil Avenue and 9-10 Roger Avenue, Castle Hill
- Part D Section 23 – Norwest Station Site
- Part D Section ## – 7-15 Columbia Way, Norwest

The draft parking rates proposed within the DCP would apply only to *new* retail and commercial developments within Council's Strategic Centres and Baulkham Hills Town Centre. That proposed rates would not reduce or impact upon any approved or existing car parking provision within existing development.

**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.

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

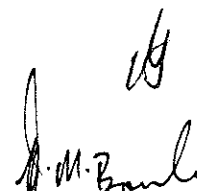
Covered by Subdivision Certificate No. 11714
Dated 19.2.19

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

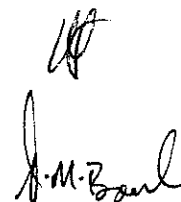
Plan: **DP1226134**

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**

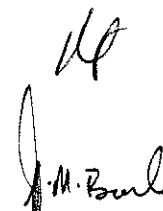
Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

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.

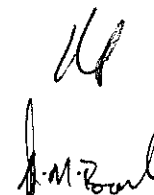
3. Terms of Easement for drainage of water numbered 3, 4 and 6 in the plan:

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**

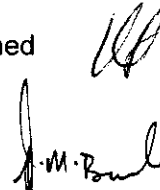
Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

Covered by Subdivision Certificate No. 11714
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**

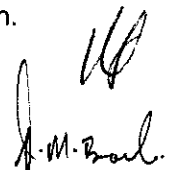
Plan of Subdivision of Lot 1190 in
DP 1226133 and Easements within
Lots 1, 2 and 3 in DP 1235598

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. 11714
Dated 19.2.19.

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.

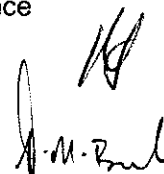
6. Terms of Easement for Padmount Substation numbered 8 in the plan:

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

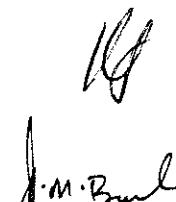
11714

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.

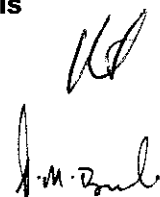
The party by whom and with whose consent the Restriction on the Use of Land numbered eleven (11) in the plan may be released, varied and/or modified is The Developer for such period as it is the registered proprietor of any land benefited by this restriction or the nominee of The Developer for such period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

Signature of attorney:

Name of witness:

LOREN VINCENT

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:

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. 11714
Dated 19.2.19.

**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.



[Signature]
Michael Edgar
General Manager

[Signature]
Dr Michelle Byrne
Mayor

[Handwritten initials]
[Handwritten initials]

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:

[Handwritten Signature]
.....
Signature

[Handwritten Signature]
.....
Signature

[Handwritten Name]
.....
Name (Block Letters)

[Handwritten Name]
.....
Name (Block Letters)

[Handwritten Office]
.....
Office Held

[Handwritten Office]
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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. |

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 lots(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 |

Handwritten signature and initials, likely of a surveyor or official, located in the bottom right corner of the page.

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

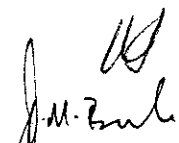
7. Terms of Easement for Access and Drainage Purposes numbered 8 in the plan:

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'.

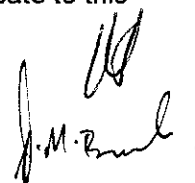
10. Terms of Restriction on the Use of Land numbered 12 in the plan:

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:

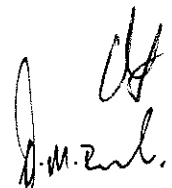
11.1 Definitions:

- 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**

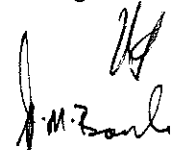
**Plan of Subdivision of Lot 203 in DP 1226134
and Easements within Lots 2 and 3 in DP 1235598
and Lot 204 in DP 1226134**

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 being 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 benefitted 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 benefitted.



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:

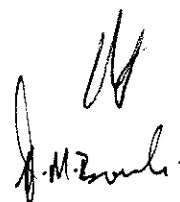
'**Easement Site**' means that area of the lot burdened shown on the plan as affected by 'Easement for Access, Maintenance and Construction 0.9 wide'.

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.

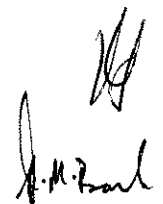
19. Terms of Easement for Drainage of Water numbered 21 in the plan:

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
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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

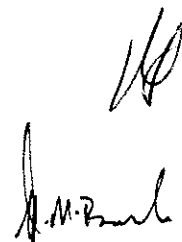
**PART 2 (Terms)
(Continued)**

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

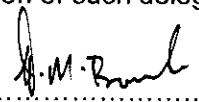
Plan: **DP1226135**

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

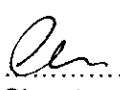
Execution by The Hills Shire Council

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**

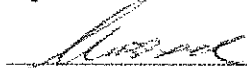
Plan of Subdivision of Lot 203 in DP 1226134
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and Lot 204 in DP 1226134
Covered by Subdivision Certificate No. 11715
Dated 19.2.19

**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:

cf- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:

Book 4734 No 883

Signing on behalf of:


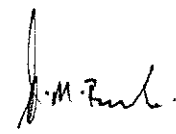
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS19607

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 Schenker
.....
Name (Block Letters)

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

Director
.....
Office Held

Director
.....
Office Held

REGISTERED  19.03.2019

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:553420810

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AQ551727

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:200707

LAND TITLE REFERENCE

2055/1226135
2054/1226135

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

MARDANHEN PTY LIMITED
342 Unwins Bridge RD
Tempe NSW 2044

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 MARDANHEN PTY LIMITED

Details Supporting The Claim: Investors 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: 12/11/2020

Lodger Details

Lodger Code 500001
Name NATIONAL AUSTRALIA BANK LIMITED
Address L 8, 700 BOURKE ST
MELBOURNE 3008
Lodger Box 45A
Email PEXA.NOTIFICATIONS@NAB.COM.AU
Reference 1822799

For Office Use Only

AS5859

MORTGAGE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

| Land Title Reference | Part Land Affected? | Land Description |
|----------------------|---------------------|------------------|
| 2054/1226135 | | |

Mortgagor

Name MARDANHEN PTY LIMITED
ACN 641882733

Mortgagee

Name NATIONAL AUSTRALIA BANK LIMITED
ACN 004044937
Australian credit licence 230686

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AP597410
(b) Additional terms and conditions
Nil

ATTACHMENT

See attached Caveator's Consent

Mortgage Execution

The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:

- (a) has taken reasonable steps to verify the identity of the mortgagor, or his, her or its administrator or attorney; and
- (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

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.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of NATIONAL AUSTRALIA BANK LIMITED
Signer Name JULIA PARK
Signer Organisation NATIONAL AUSTRALIA BANK LIMITED
Signer Role EMPLOYEE CERTIFIER
Execution Date 30/03/2022



Our Reference: ADM:MVB:kts:200707
Your Reference:

Contact
A D Mitchell
Lawyer
07 5536 1311
tmitchell@stacklaw.com.au

NSW Land Registry Services
Level 30
175 Liverpool Street
SYDNEY NSW 2000

Dear Sir/Madam

23 March 2022

HEMOWORLD BOX HILL PTY LTD ABN 76 612 800 736 (CAVEATOR)
MARDAHEN PTY LIMITED ACN 641 882 733
PROPERTY: LOTS 2054 AND 2055 IN DP 1226135, 27 AND 29 GITTEL STREET, BOX HILL
CONSENT TO REGISTRATION OF MORTGAGE

We act for Homeworld Box Hill Pty Ltd ABN] 76 612 800 736 and note that our client has lodged a Caveat (Registered No. AQ551727) over the abovementioned Lots.

This letter confirms our client's consent to registration of the following dealing in respect of the abovementioned Lots:-

- Registration of a Mortgage to National Australia Bank Limited ABN 12 004 044 937.

Yours faithfully

A handwritten signature in black ink, appearing to read 'A D Mitchell', written over a horizontal line.

A D Mitchell
Lawyer

Tweed Heads & Sydney

Eucser P/L ABN 85 142 904 818
stacklaw.com.au/tweedheads
Liability limited by a scheme approved under Professional
Standards Legislation.

Suite 15, Level 1
Wharf Central, 75 Wharf St
PO Box 233
Tweed Heads NSW 2485

Level 1
229 Macquarie Street
Sydney NSW 2000
T (07) 5536 1311
F (07) 5536 4355

PLAN FORM 2
 SIGNATURE AND SEALS ONLY.

Michael J. G. ...
 REGISTRAR GENERAL
 OFFICE

Crown Lands Office Approval
 PLAN APPROVED: *Michael J. G. ...*
 Land District: *...*
 Paper No.: *...*
 Road Book: *...*

Subdivision Certificate
 I certify that the provisions of s. 109d of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed *...*
 (insert subdivision or road)
 Authorised Person/General Manager/Assistant-Commissioner
 Consent Authority: **BAULKHAM HILLS SHIRE COUNCIL**
 Date of endorsement: **31.11.99**
 Accreditation No.: **9066**
 Subdivision Certificate No.: **2893 99**
 File No.: **2074-0-455**
 When this plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
 *Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 17535/DP3

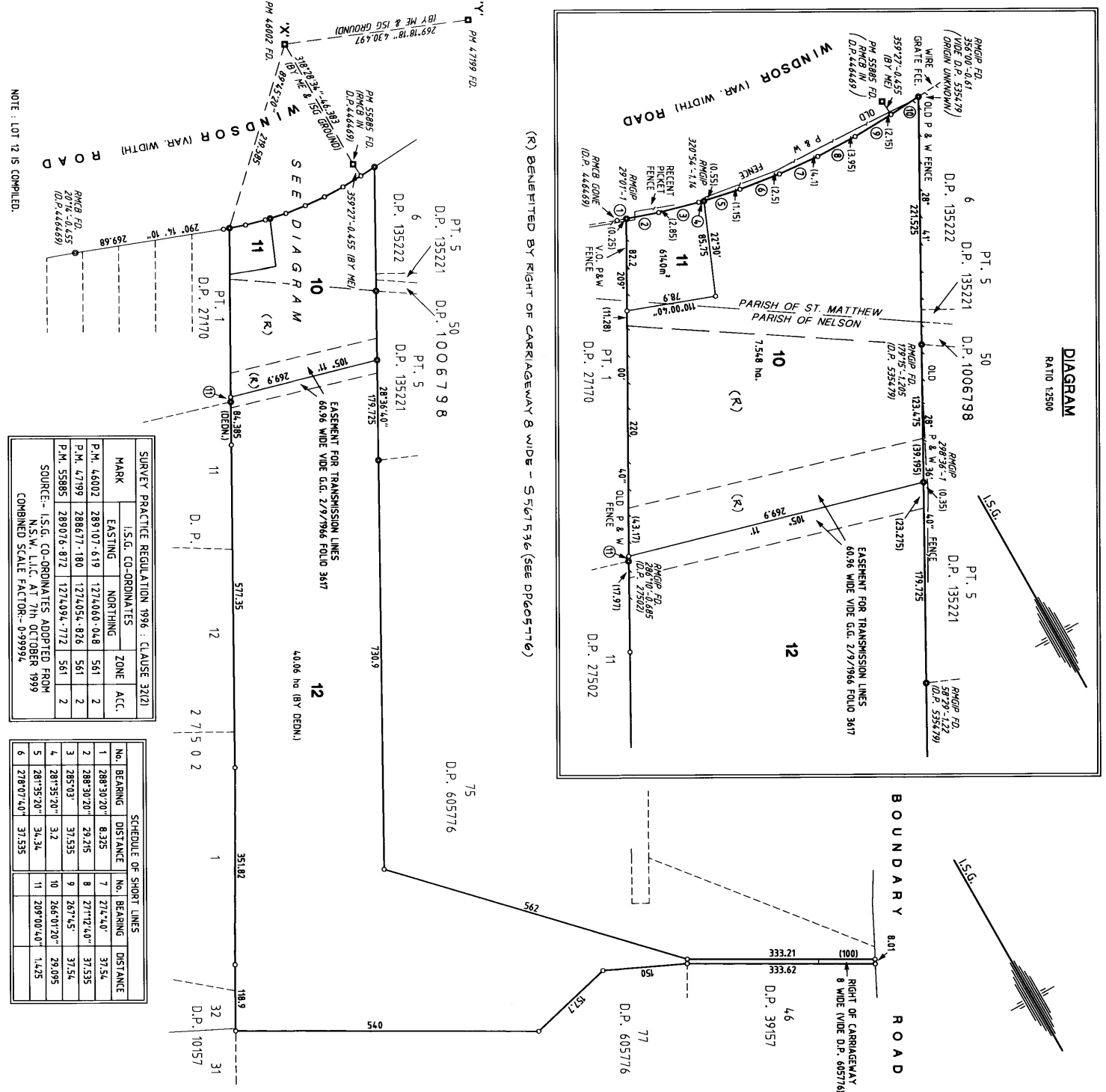


DIAGRAM
 RATIO 1:2500

(R) BENEFITED BY RIGHT OF CARRIAGEWAY 8 WIDE - 5 FT 6 IN 9 3/4 (SEE DP605776)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

SURVEY PRACTICE REGULATION 1996 - (CLAUSE 32(2))

| MARK | EASTING | NORTHING | ZONE | ACC. |
|------------|------------|--------------|------|------|
| P.M. 46002 | 289107.619 | 12714060.048 | 561 | 2 |
| P.M. 47199 | 288671.180 | 12714054.826 | 561 | 2 |
| P.M. 55885 | 289076.872 | 12714094.772 | 561 | 2 |

SOURCE: U.S.G. CO-ORDINATES ADOPTED FROM N.S.W. L.I.C. AT 7TH OCTOBER 1999
 COMBINED SCALE FACTOR: -0.99994

SCHEDULE OF SHORT LINES

| No. | BEARING | DISTANCE | No. | BEARING | DISTANCE |
|-----|------------|----------|-----|------------|----------|
| 1 | 288°30'20" | 8.325 | 7 | 274°4'0" | 37.554 |
| 2 | 288°30'20" | 29.215 | 8 | 271°12'40" | 37.535 |
| 3 | 285°19' | 37.535 | 9 | 267°45' | 37.54 |
| 4 | 281°35'20" | 3.2 | 10 | 266°01'20" | 29.095 |
| 5 | 281°35'20" | 34.34 | 11 | 209°00'40" | 1.425 |
| 6 | 278°07'40" | 37.535 | | | |

DP1009338

Registered 21.12.1999

C.A. SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8275-9
 U9182-8

Last Plan: DP111769, DP93895
 DP605776

PLAN OF SUBDIVISION OF
 LOT 1 D.P. 193885,
 LOT 3 D.P. 111769
 AND LOT 76 D.P. 605776

Lengths are in metres. Reduction Ratio: 1:15000

L O A BAULKHAM HILLS
 Locality: BOX HILL
 Parish: NELSON & ST MATTHEW
 County: CUMBERLAND

Surveyor (Practised) Regulation 1986
 I, **GLENN ROBERT BEASLEY**
 of **408 PACIFIC HIGHWAY, LINDFIELD**
 do hereby certify that the survey represented in this plan is accurate,
 has been made in accordance with the Surveyors (Practised) Regulation 1986 and was completed on **8 OCTOBER 1999**
 This survey relates to **L.O.A. & S.O. 111769**
 I hereby certify that the survey is accurate and that the land shown in the plan is not the subject of any other survey.

Zone: **Saunderbury/Country**
 Datum Line: **X, Y**
 Survey registered under the Surveyors Act 1932

Plans used in preparation of survey/completion:
 D.P. 465469 D.P. 27170
 D.P. 605776 D.P. 111769
 D.P. 93885 D.P. 1006798
 D.P. 535479
 D.P. 27502

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, to create public easements, or to create public easements on the use of land or public easements.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO **CREATE** RESTRICTION ON THE USE OF LAND **FOR THE PURPOSE OF CARRIAGEWAY** OF 9/12/1999

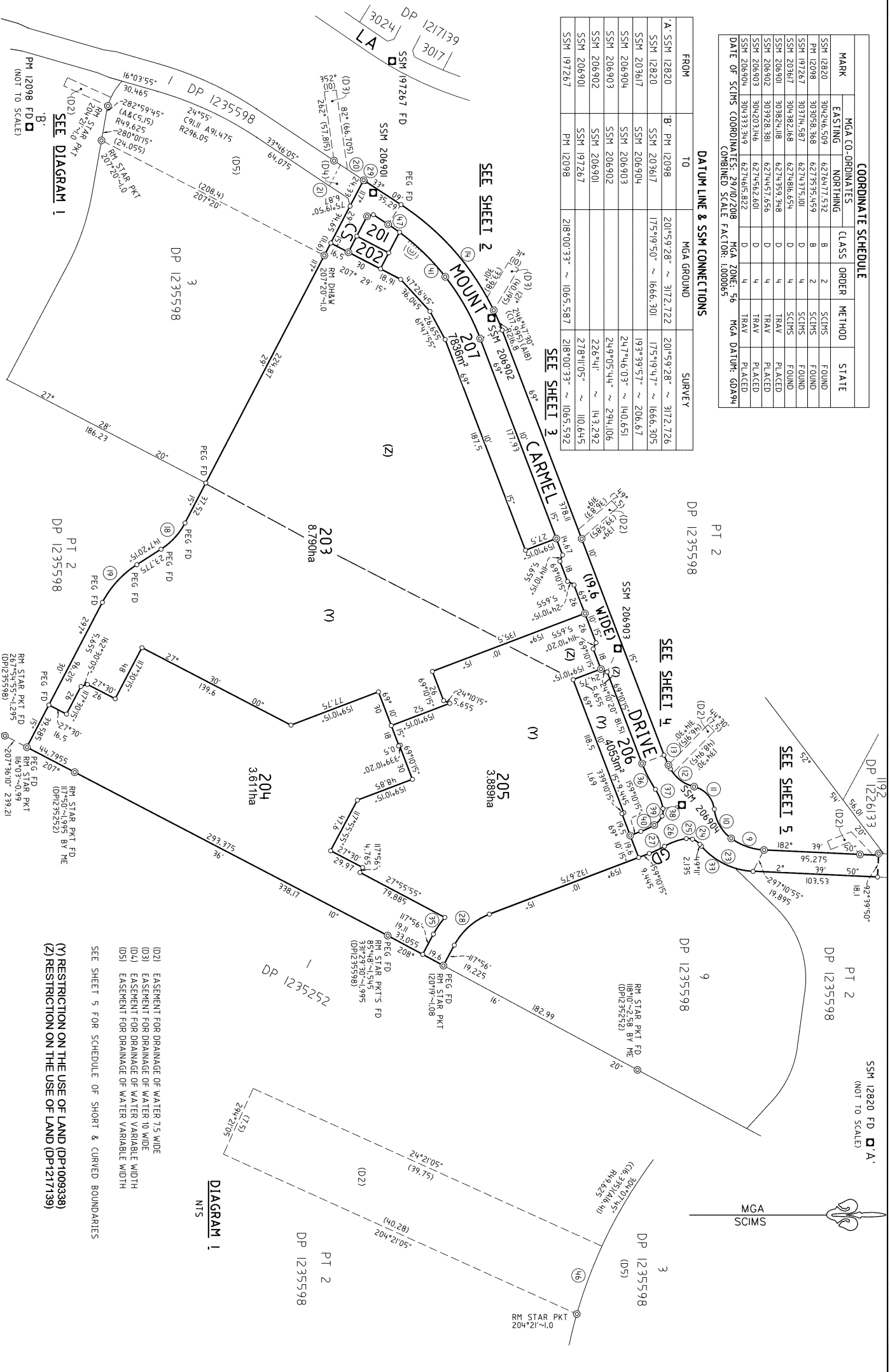
PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO **RELEASE** RESTRICTION ON THE USE OF LAND **FOR THE PURPOSE OF CARRIAGEWAY** OF 9/12/1999

1. RIGHT OF CARRIAGEWAY 3 WIDE (WIDE D.P. 605776) *of 9/12/1999*

| COORDINATE SCHEDULE | | | | | |
|---------------------|------------------|-------------|-------|--------|-------------|
| MARK | MGA CO-ORDINATES | CLASS | ORDER | METHOD | STATE |
| SSM 12820 | 3004246.509 | 6276477.532 | B | 2 | SCIMS FOUND |
| SSM 12098 | 303958.348 | 6273535.459 | B | 2 | SCIMS FOUND |
| SSM 197267 | 303714.587 | 6274375.101 | D | 4 | SCIMS FOUND |
| SSM 203617 | 300482.148 | 6274816.654 | D | 4 | SCIMS FOUND |
| SSM 206400 | 303824.118 | 6274379.348 | D | 4 | TRAV PLACED |
| SSM 206802 | 303928.381 | 6274457.675 | D | 4 | TRAV PLACED |
| SSM 206903 | 300203.146 | 6274562.601 | D | 4 | TRAV PLACED |
| SSM 206904 | 300433.349 | 6274655.822 | D | 4 | TRAV PLACED |

DATE OF SCIMS COORDINATES: 29/02/2008
 MGA ZONE: 56
 COMBINED SCALE FACTOR: 1.000065
 MGA DATUM: GDA94

| DATUM LINE & SSM CONNECTIONS | | | |
|------------------------------|-------------|-----------------------|-----------------------|
| FROM | TO | MGA GROUND | SURVEY |
| A. SSM 12820 | B. PM 12098 | 201°59'28" ~ 3172.172 | 201°59'28" ~ 3172.726 |
| SSM 12820 | SSM 203617 | 175°9'50" ~ 1666.301 | 193°39'57" ~ 206.67 |
| SSM 203617 | SSM 206904 | SSM 206903 | SSM 206902 |
| SSM 206904 | SSM 206903 | SSM 206902 | SSM 206901 |
| SSM 206902 | SSM 206901 | SSM 197267 | SSM 12098 |
| SSM 206901 | SSM 197267 | 218°00'33" ~ 1065.587 | 218°00'33" ~ 1065.592 |



CS DENOTES COPENHAGEN STREET (16.5 WIDE)
 GD DENOTES GARDNER DRIVE (19.6 & VAR. WIDTH)
 LA DENOTES LONGERONG AVENUE (16.5 WIDE)

SURVEYOR: DANIEL JAMES HANNIGAN
 CALIBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 31/01/2019
 Reference: X11295-STG2A
 PL File Ref: E17/088

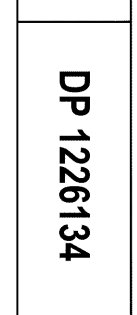
PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226133 AND EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP1235598

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1:2000
 Lengths are in metres

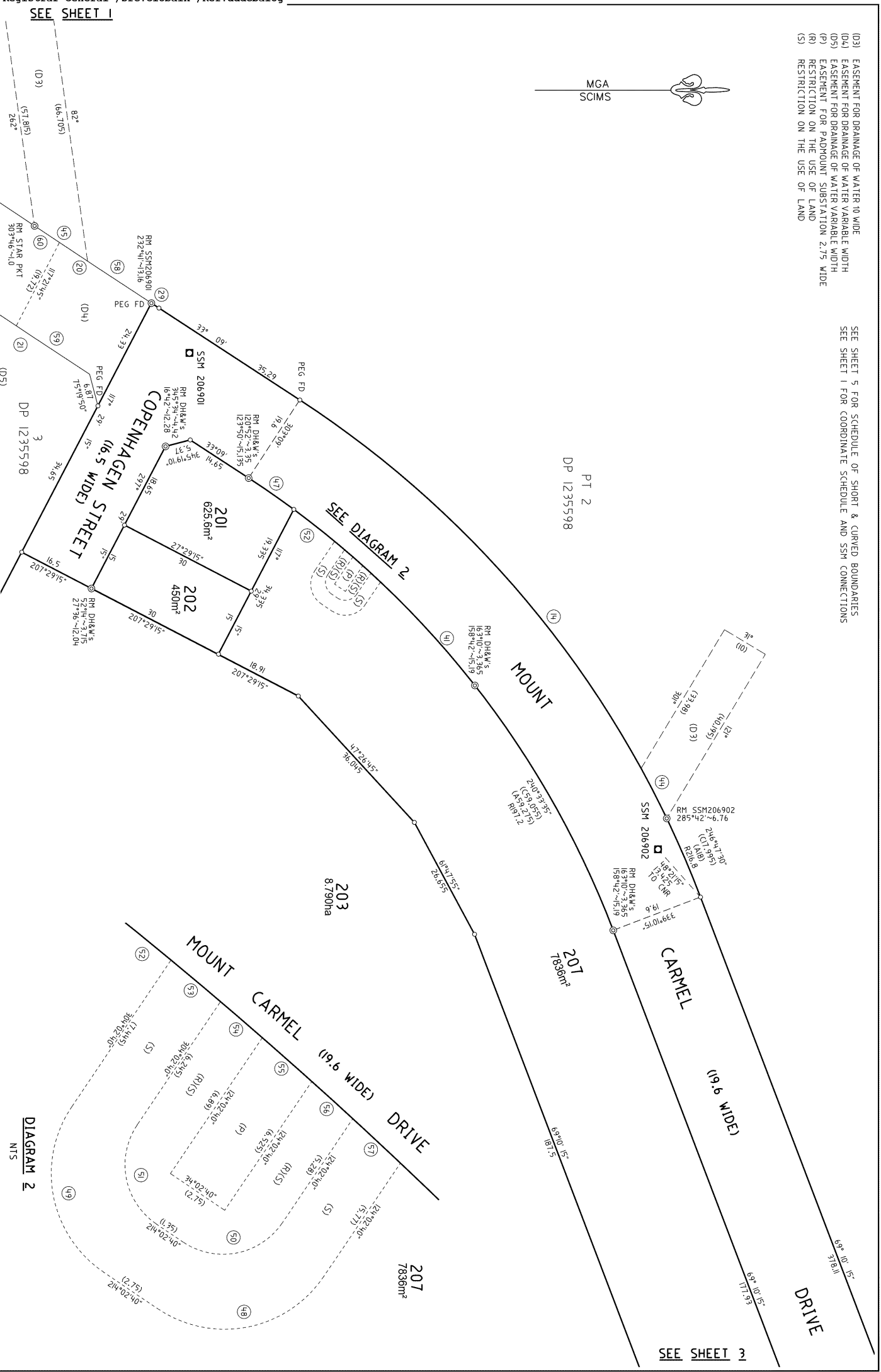
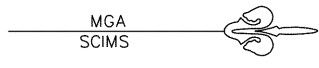


Registered
 14.3.2019
DP 1226134

- SEE SHEET 1
- (M) RESTRICTION ON THE USE OF LAND (DP1009338)
 (Z) RESTRICTION ON THE USE OF LAND (DP1217139)
- SEE SHEET 5 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
- (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



- (D3) EASEMENT FOR DRAINAGE OF WATER 10 WIDE
- (D4) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (D5) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (P) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (R) RESTRICTION ON THE USE OF LAND
- (S) RESTRICTION ON THE USE OF LAND



SEE SHEET 1

SEE DIAGRAM 2

SEE SHEET 3

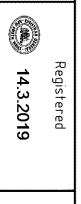
DP 1235598
SEE SHEET 1

PT 2
DP 1235598

SURVEYOR: DANIEL JAMES HANNIGAN
CALIBRE CONSULTING (NSW) P/L
T: (02) 8088 5000
Date of Survey: 31/01/2019
Reference: X11295-STGZA
PL File Ref: E17/088

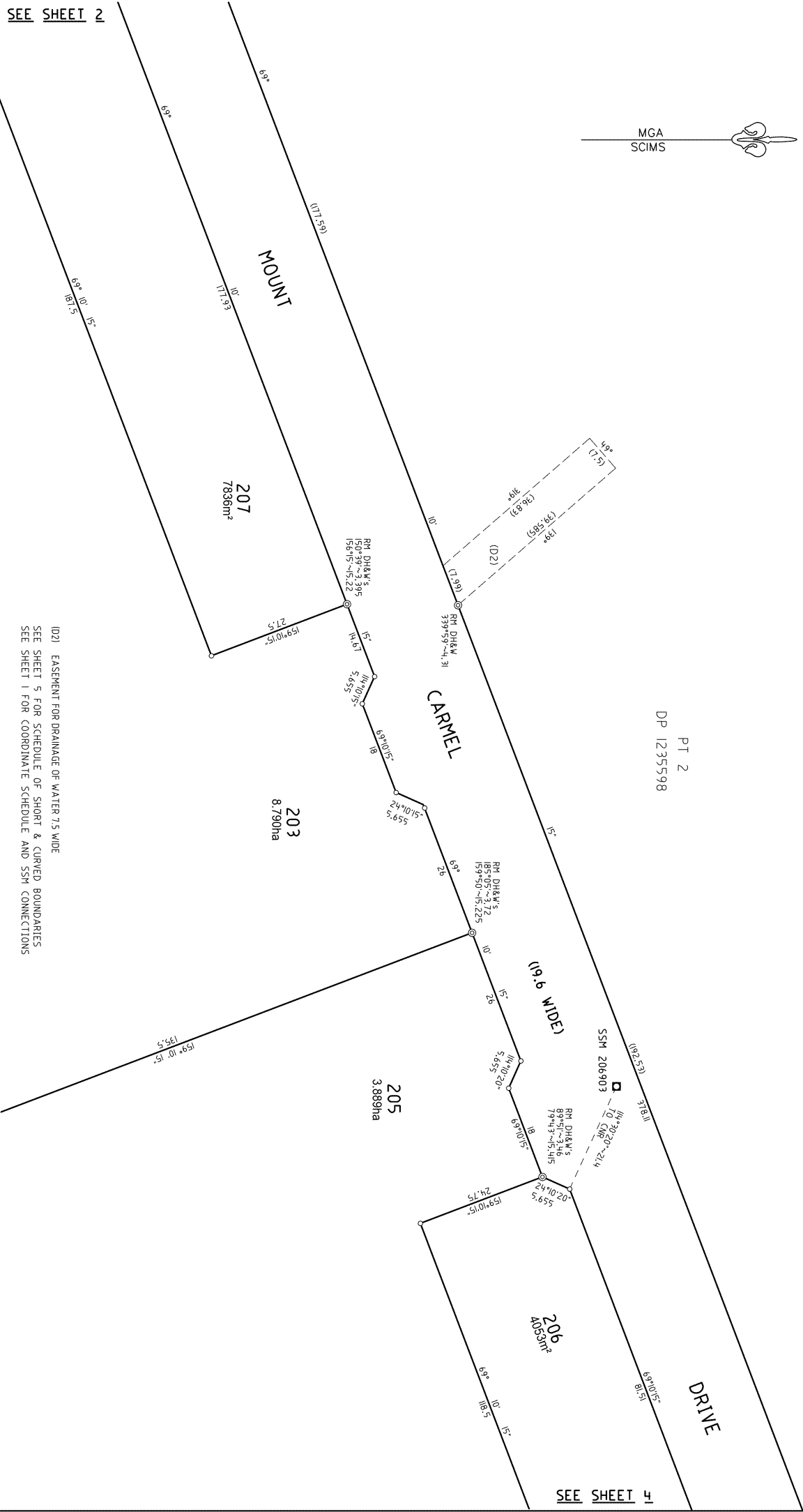
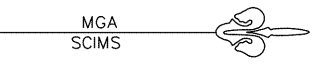
PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226133 AND EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP1235598

LGA: THE HILLS SHIRE
Locality: BOX HILL
Reduction Ratio: 1:500
Lengths are in metres



Registered
14.3.2019
DP 1226134

DIAGRAM 2
NTS

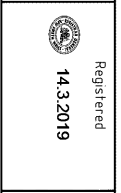


(D2) EASEMENT FOR DRAINAGE OF WATER 7.5 WIDE
 SEE SHEET 5 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
 SEE SHEET 1 FOR COORDINATE SCHEDULE AND SSM CONNECTIONS

SURVEYOR: DANIEL JAMES HANNIGAN
 CALIBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 31/01/2019
 Reference: X11295-STGZA
 PL File Ref: E17/088

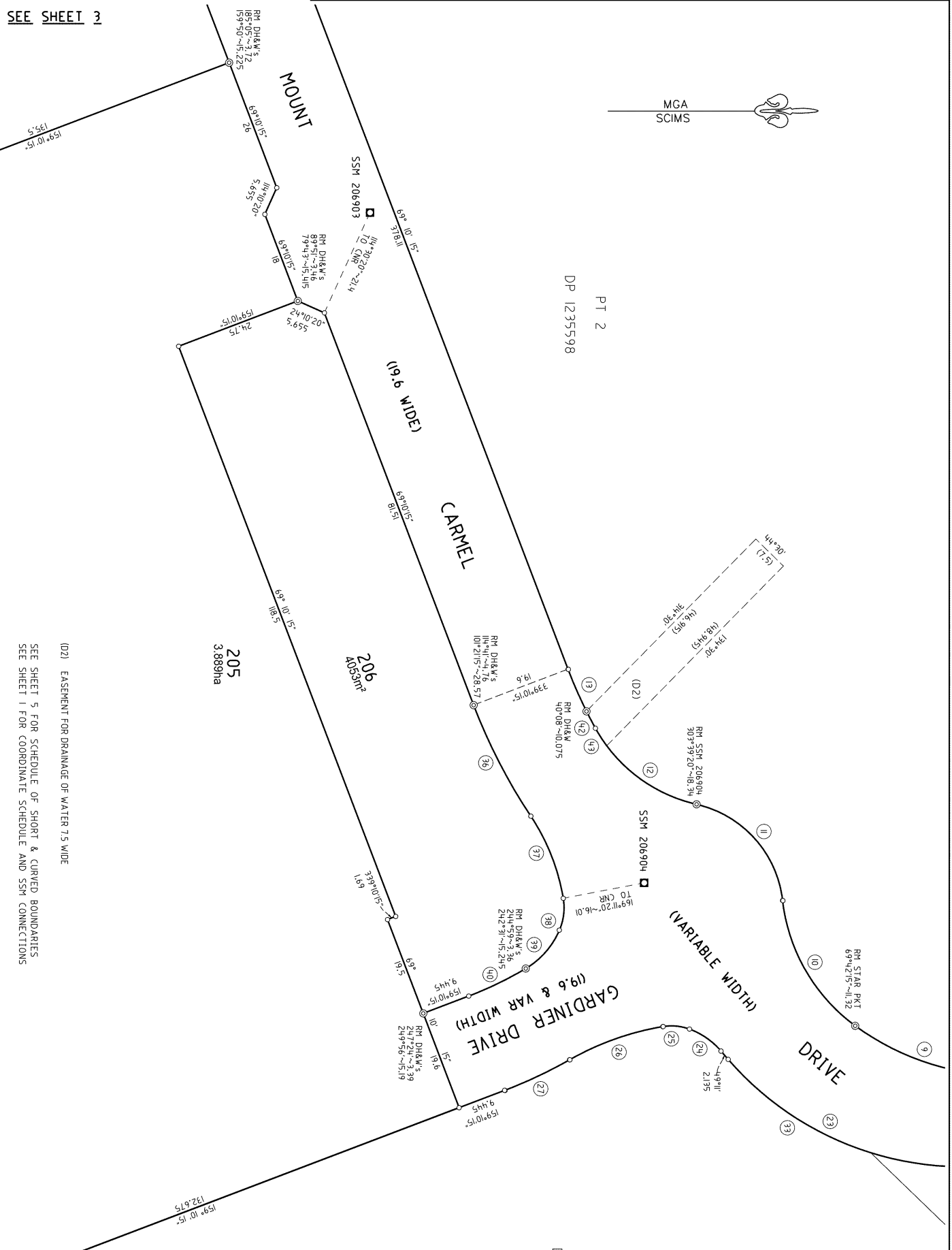
PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226133 AND
 EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP1235598

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



DP 1226134

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SURVEYOR: DANIEL JAMES HANNIGAN
 CALIBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 31/01/2019
 Reference: X11295-STGZA
 PL File Ref: E17/088


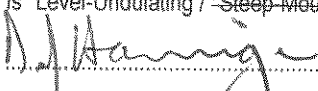
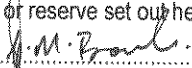
PLAN OF SUBDIVISION OF LOT 1190 IN DP 1226133 AND EASEMENTS WITHIN LOTS 1, 2 AND 3 IN DP1235598

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

Registered
 14.3.2019


DP 1226134

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| | | |
|---|-------------------------------------|--|
| PLAN FORM 6 (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet(s) |
| Office Use Only 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> 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: *(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, *(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. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 31/01/19 Surveyor Identification No: 1208 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. | | <p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</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. Signature: Date: File Number: Office: |
| Plans used in the preparation of survey/compilation. DP 1226133, DP 1235598 | | <p style="text-align: center;">Subdivision Certificate</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. 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 *Strike through if inapplicable. |
| 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

Office Use Only

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

DP 1226134

Subdivision Certificate number: 11714
Date of Endorsement: 19.2.19

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

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

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

1. 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

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


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)

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  14.3.2019 Office Use Only

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:
- 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.

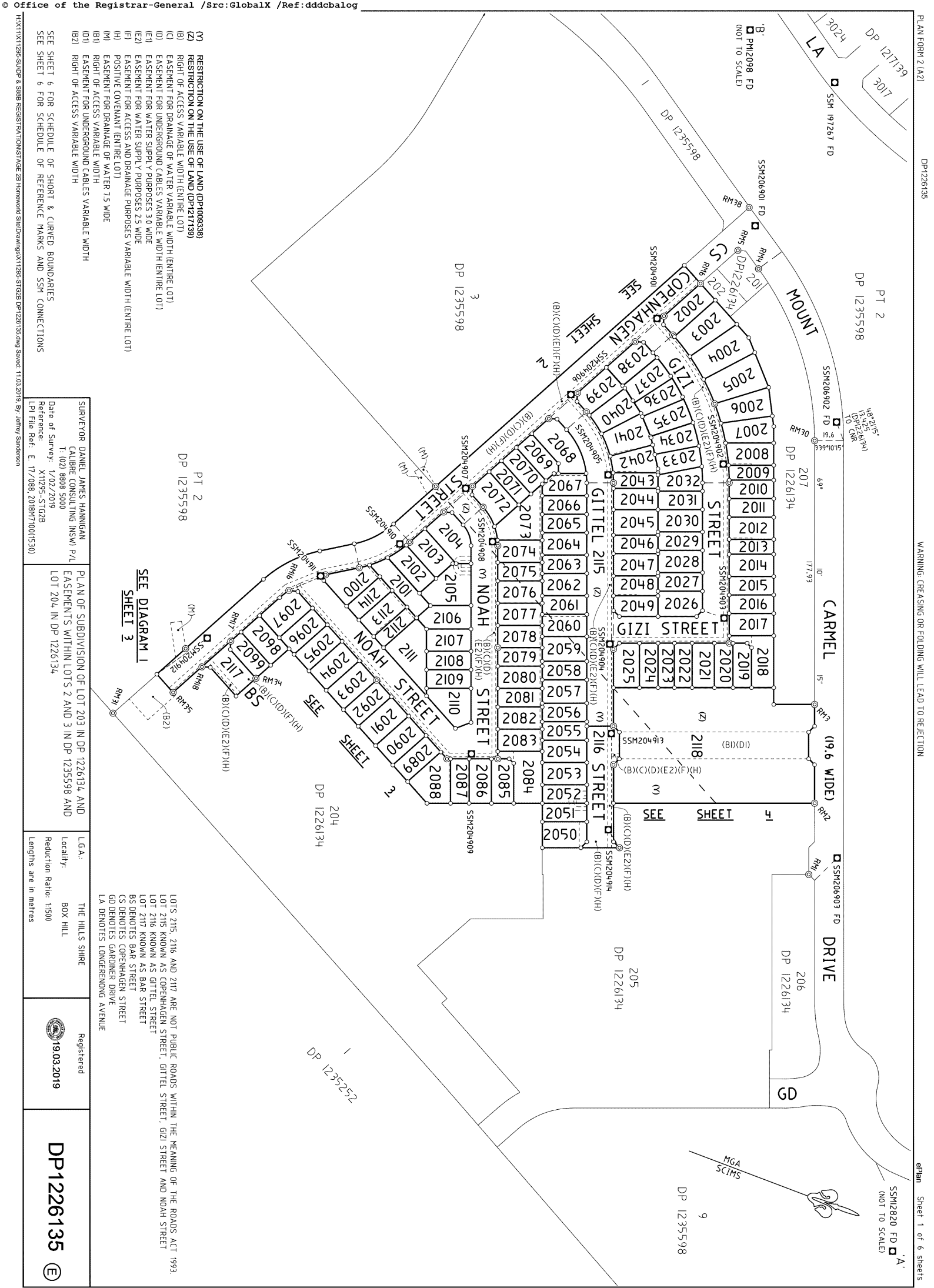
Subdivision Certificate number: 11714
 Date of Endorsement: 19.2.19

| 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 |

If space is insufficient use additional annexure sheet

Surveyor's Reference: X11295-STG2A (E. 17/088)

| | | |
|---|---|--|
| 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 | | DP 1226134 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. |
| Subdivision Certificate number: 11714 | Date of Endorsement: 19.2.19 | |
| Executed by Mogul Stud Pty Limited (ACN 000 331 840) by: | | |
|  Signature |  Signature | |
| <u>Mr. CLAYTON C. CHAMBERS</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) | | |

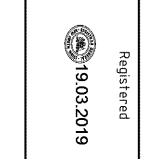


- (M) RESTRICTION ON THE USE OF LAND (DP1009339)
- (N) RESTRICTION ON THE USE OF LAND (DP1217139)
- (O) RIGHT OF ACCESS VARIABLE WIDTH (ENTIRE LOT)
- (P) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (ENTIRE LOT)
- (Q) EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (ENTIRE LOT)
- (R) EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
- (S) EASEMENT FOR WATER SUPPLY PURPOSES 3.0 WIDE
- (T) POSITIVE COVENANT (ENTIRE LOT)
- (U) EASEMENT FOR DRAINAGE OF WATER 7.5 WIDE
- (V) RIGHT OF ACCESS VARIABLE WIDTH
- (W) EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH
- (X) RIGHT OF ACCESS VARIABLE WIDTH

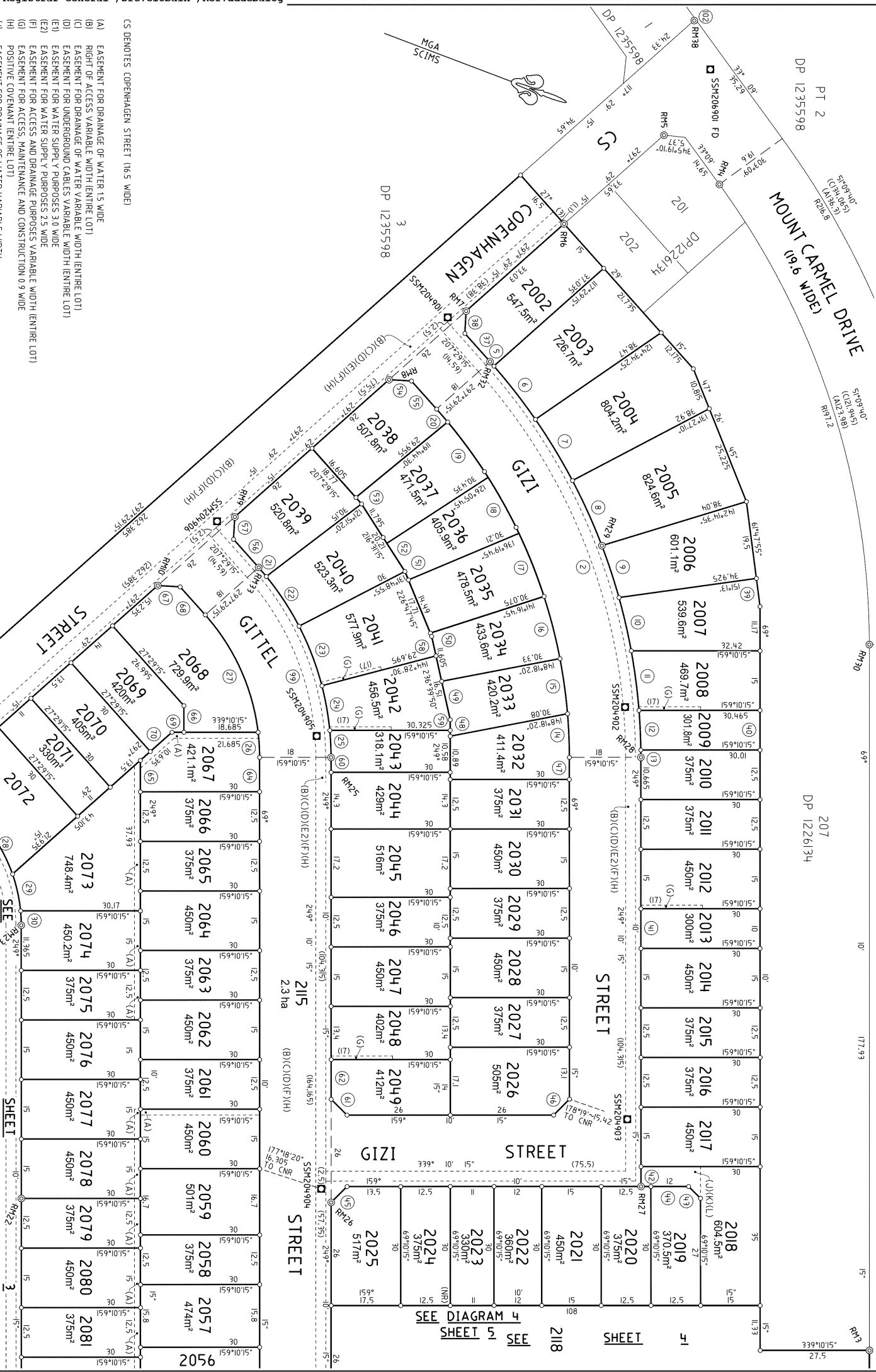
SURVEYOR DANIEL JAMES HANNIGAN
 CALBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 1/02/2019
 Reference: X17295-STG2B
 LPI File Ref: E: 17/088, 2018W71001(530)

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: 1:500
 Lengths are in metres



DP1226135



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 3.0 WIDE
- (F) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (ENTIRE LOT)
- (G) POSITIVE COVENANT (ENTIRE LOT)
- (H) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (I) RIGHT OF ACCESS VARIABLE WIDTH
- (J) EASEMENT FOR SERVICES VARIABLE WIDTH
- (K) EASEMENT FOR SERVICES VARIABLE WIDTH
- (L) 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 SSM CONNECTIONS

SURVEYOR DANIEL JAMES HANNIGAN
 CALIBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 1/02/2019
 Reference: X17295-STIG2B
 LPI File Ref: E 17/088, 2018W71001(530)

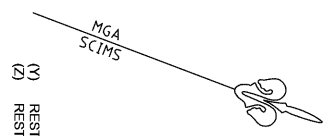
PLAN OF SUBDIVISION OF LOT 203 IN DP 1226134 AND EASEMENTS WITHIN LOTS 2 AND 3 IN DP 1235598 AND LOT 204 IN DP 1226134

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

Registered
 19/03/2019

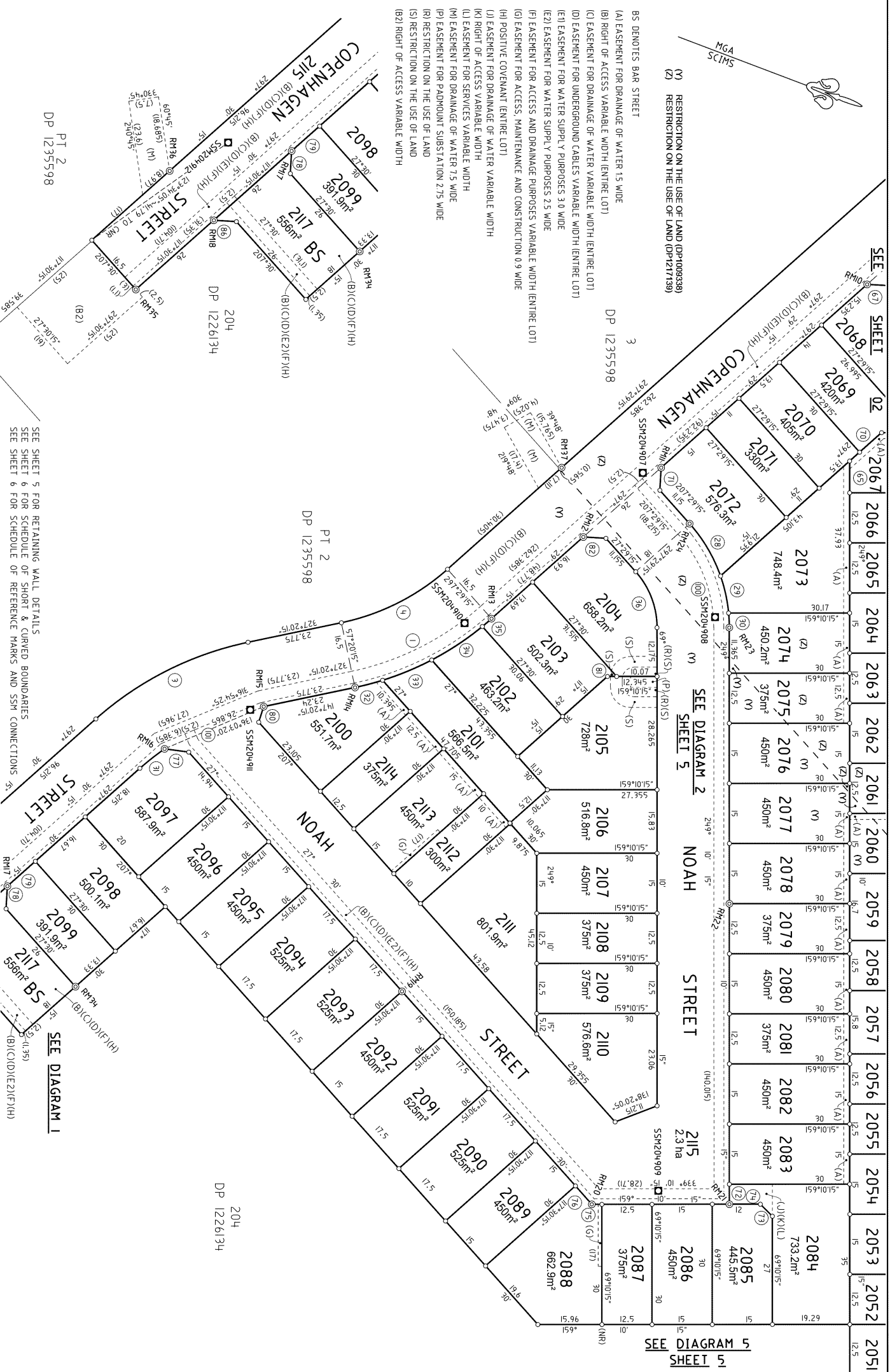
DP1226135

SEE SHEET 1
 SEE SHEET 2
 SEE SHEET 3
 SEE SHEET 4
 SEE SHEET 5



- (Y) RESTRICTION ON THE USE OF LAND (DP1009339)
- (Z) RESTRICTION ON THE USE OF LAND (DP1217139)

- BS DENOTES BAR STREET
- (A) EASEMENT FOR DRAINAGE OF WATER 15 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 3.0 WIDE
- (E2) EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
- (F) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (ENTIRE LOT)
- (G) EASEMENT FOR ACCESS, MAINTENANCE AND CONSTRUCTION 0.9 WIDE
- (H) POSITIVE COVENANT (ENTIRE LOT)
- (J) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (K) RIGHT OF ACCESS VARIABLE WIDTH
- (L) EASEMENT FOR SERVICES VARIABLE WIDTH
- (M) EASEMENT FOR DRAINAGE OF WATER 7.5 WIDE
- (P) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (R) RESTRICTION ON THE USE OF LAND
- (S) RESTRICTION ON THE USE OF LAND
- (B2) RIGHT OF ACCESS 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 SSM CONNECTIONS

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
 Registered
 19.03.2019

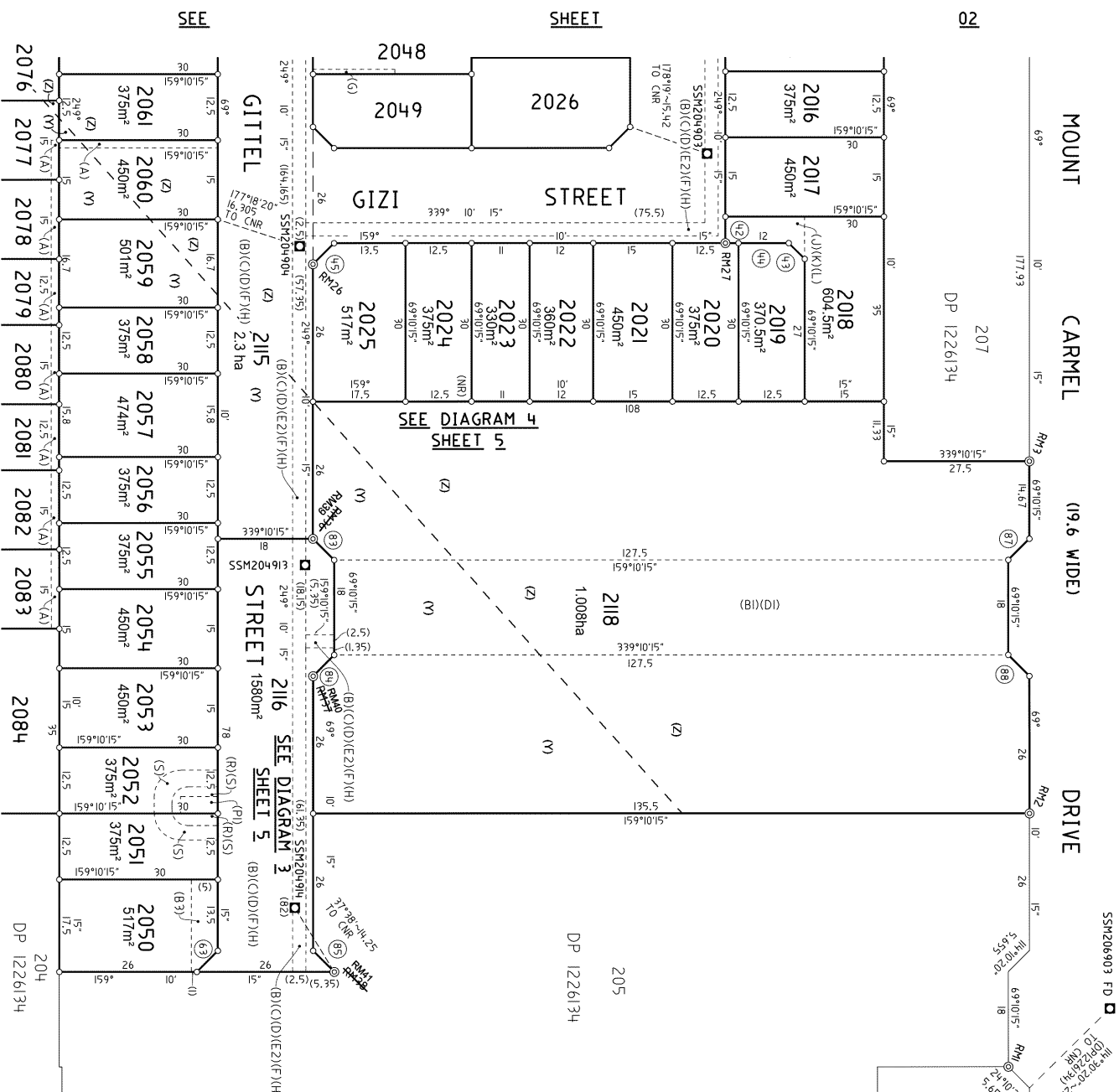
DP1226135

SURVEYOR DANIEL JAMES HANNIGAN
 CALBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 1/02/2019
 Reference: X1295-STG2B
 X1295-STG2B
 LPI File Ref: E 17/088, 2018W71001(530)

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 SSM CONNECTIONS

L.G.A.: THE HILLS SHIRE
 Locality: BOX HILL
 Registered
 19.03.2019

DP1226135



SEE DIAGRAM 4 SHEET 5

SEE DIAGRAM 5 SHEET 3

| | | | | | | | | |
|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 |
| 2061 375m ² | 2060 450m ² | 2059 501m ² | 2058 375m ² | 2057 474m ² | 2056 375m ² | 2055 375m ² | 2054 450m ² | 2053 450m ² |
| 2066 375m ² | 2067 450m ² | 2068 375m ² | 2069 375m ² | 2070 474m ² | 2071 375m ² | 2072 375m ² | 2073 450m ² | 2074 450m ² |
| 2075 375m ² | 2076 450m ² | 2077 375m ² | 2078 375m ² | 2079 474m ² | 2080 375m ² | 2081 375m ² | 2082 450m ² | 2083 450m ² |

- (Y) RESTRICTION ON THE USE OF LAND (DP1009338)
- (Z) RESTRICTION ON THE USE OF LAND (DP1217139)
- (A) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (B) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (C) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (D) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (E) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (F) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (G) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (H) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (I) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (J) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (K) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (L) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (M) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (N) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (O) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (P) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (Q) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (R) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (S) RESTRICTION ON THE USE OF LAND

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 SSP CONNECTIONS

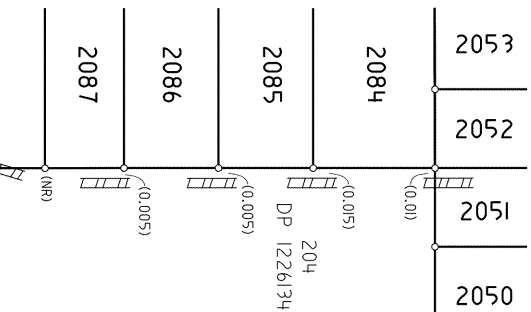
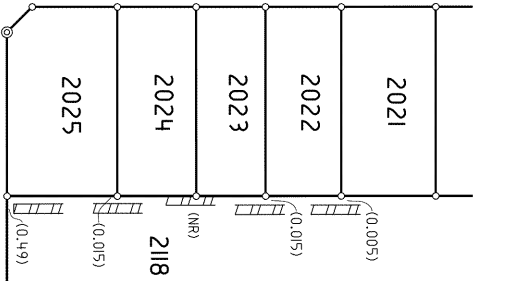
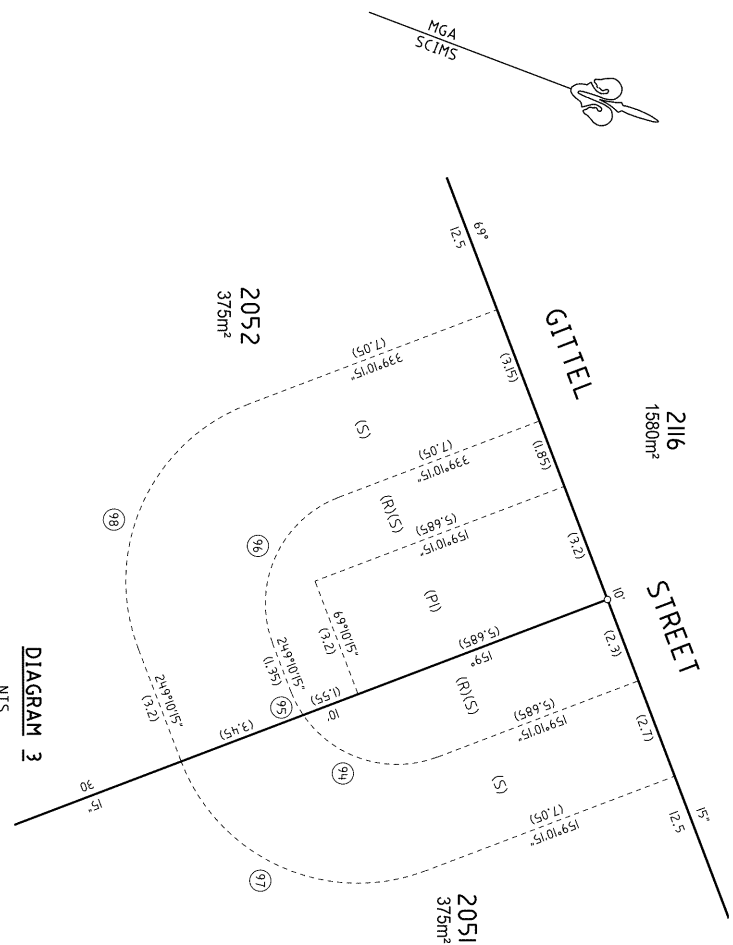
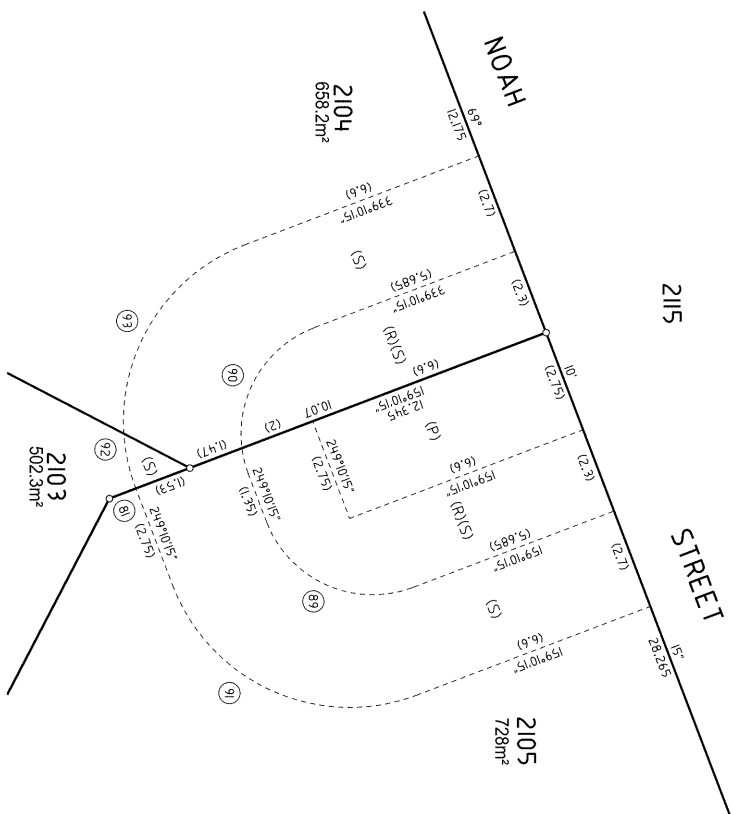
SURVEYOR: DANIEL JAMES HANNIGAN
 CALIBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 1/02/2019
 Reference: X12295-STG2B
 LPI File Ref: E: 17/088, 2018W71001(530)

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



DP1226135



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

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


SURVEYOR: DANIEL JAMES HANNIGAN
 CALIBRE CONSULTING (NSW) P/L
 T: (02) 8808 5000
 Date of Survey: 1/02/2019
 Reference: X1295-STG2B
 LPI File Ref: E: 17/088, 2018W71001530

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



SCHEDULE OF REFERENCE MARKS

| RM No | BEARING | DISTANCE | DESCRIPTION | ORIGIN |
|-------|------------|----------|-------------|------------|
| 1 | 89°51' | 3.46 | DR&W FD | DP 1226134 |
| 2 | 185°05' | 15.415 | DR&W FD | DP 1226134 |
| 3 | 159°50' | 3.72 | DR&W FD | DP 1226134 |
| 4 | 150°15' | 15.225 | DR&W FD | DP 1226134 |
| 5 | 164°20' | 3.39 | DR&W FD | DP 1226134 |
| 6 | 120°52' | 15.22 | DR&W FD | DP 1226134 |
| 7 | 120°52' | 3.35 | DR&W FD | DP 1226134 |
| 8 | 12°49'34" | 4.42 | DR&W FD | DP 1226134 |
| 9 | 34°1'34" | 4.42 | DR&W FD | DP 1226134 |
| 10 | 52°41'0" | 12.28 | DR&W FD | DP 1226134 |
| 11 | 27°35'50" | 3.715 | DR&W FD | DP 1226134 |
| 12 | 20°53' | 3.425 | DR&W FD | DP 1226134 |
| 13 | 29°59' | 3.325 | DR&W FD | PLACED |
| 14 | 38°49'40" | 3.34 | DR&W FD | PLACED |
| 15 | 32°31'30" | 12.135 | DR&W FD | PLACED |
| 16 | 32°31'30" | 3.35 | DR&W FD | PLACED |
| 17 | 29°38'40" | 12.055 | DR&W FD | PLACED |
| 18 | 28°45'20" | 3.37 | DR&W FD | PLACED |
| 19 | 26°50'20" | 12.065 | DR&W FD | PLACED |
| 20 | 27°11'0" | 3.385 | DR&W FD | PLACED |
| 21 | 39°27'40" | 12.09 | DR&W FD | PLACED |
| 22 | 64°59' | 4.27 | DR&W FD | PLACED |
| 23 | 43°14'40" | 12.51 | DR&W FD | PLACED |
| 24 | 63°34' | 3.465 | DR&W FD | PLACED |
| 25 | 49°30'30" | 12.1 | DR&W FD | PLACED |
| 26 | 53°59' | 2.615 | DR&W FD | PLACED |
| 27 | 48°38'30" | 12.055 | DR&W FD | PLACED |
| 28 | 43°41'50" | 12.185 | DR&W FD | PLACED |
| 29 | 25°3' | 3.99 | DR&W FD | PLACED |
| 30 | 27°31'50" | 12.045 | DR&W FD | PLACED |
| 31 | 36°35' | 3.345 | DR&W FD | PLACED |
| 32 | 31°42'40" | 12.095 | DR&W FD | PLACED |
| 33 | 115°32'30" | 3.365 | DR&W FD | PLACED |
| 34 | 115°36'20" | 4.555 | DR&W FD | PLACED |
| 35 | 114°15'50" | 5.825 | DR&W FD | PLACED |
| 36 | 111°45'20" | 17.005 | DR&W FD | PLACED |
| 37 | 111°17'30" | 10.815 | DR&W FD | PLACED |
| 38 | 338°37'10" | 3.99 | DR&W FD | PLACED |
| 39 | 330°10' | 4.77 | DR&W FD | PLACED |
| 40 | 333°25' | 3.43 | DR&W FD | PLACED |
| 41 | 334°54' | 4.67 | DR&W FD | PLACED |
| 42 | 334°54' | 4.67 | DR&W FD | PLACED |
| 43 | 334°54' | 4.67 | DR&W FD | PLACED |
| 44 | 334°54' | 4.67 | DR&W FD | PLACED |
| 45 | 334°54' | 4.67 | DR&W FD | PLACED |
| 46 | 334°54' | 4.67 | DR&W FD | PLACED |
| 47 | 334°54' | 4.67 | DR&W FD | PLACED |
| 48 | 334°54' | 4.67 | DR&W FD | PLACED |
| 49 | 334°54' | 4.67 | DR&W FD | PLACED |
| 50 | 334°54' | 4.67 | DR&W FD | PLACED |
| 51 | 334°54' | 4.67 | DR&W FD | PLACED |
| 52 | 334°54' | 4.67 | DR&W FD | PLACED |
| 53 | 334°54' | 4.67 | DR&W FD | PLACED |
| 54 | 334°54' | 4.67 | DR&W FD | PLACED |
| 55 | 334°54' | 4.67 | DR&W FD | PLACED |
| 56 | 334°54' | 4.67 | DR&W FD | PLACED |
| 57 | 334°54' | 4.67 | DR&W FD | PLACED |
| 58 | 334°54' | 4.67 | DR&W FD | PLACED |
| 59 | 334°54' | 4.67 | DR&W FD | PLACED |
| 60 | 334°54' | 4.67 | DR&W FD | PLACED |
| 61 | 334°54' | 4.67 | DR&W FD | PLACED |
| 62 | 334°54' | 4.67 | DR&W FD | PLACED |
| 63 | 334°54' | 4.67 | DR&W FD | PLACED |
| 64 | 334°54' | 4.67 | DR&W FD | PLACED |
| 65 | 334°54' | 4.67 | DR&W FD | PLACED |
| 66 | 334°54' | 4.67 | DR&W FD | PLACED |
| 67 | 334°54' | 4.67 | DR&W FD | PLACED |
| 68 | 334°54' | 4.67 | DR&W FD | PLACED |
| 69 | 334°54' | 4.67 | DR&W FD | PLACED |
| 70 | 334°54' | 4.67 | DR&W FD | PLACED |
| 71 | 334°54' | 4.67 | DR&W FD | PLACED |
| 72 | 334°54' | 4.67 | DR&W FD | PLACED |
| 73 | 334°54' | 4.67 | DR&W FD | PLACED |
| 74 | 334°54' | 4.67 | DR&W FD | PLACED |
| 75 | 334°54' | 4.67 | DR&W FD | PLACED |
| 76 | 334°54' | 4.67 | DR&W FD | PLACED |
| 77 | 334°54' | 4.67 | DR&W FD | PLACED |
| 78 | 334°54' | 4.67 | DR&W FD | PLACED |
| 79 | 334°54' | 4.67 | DR&W FD | PLACED |
| 80 | 334°54' | 4.67 | DR&W FD | PLACED |
| 81 | 334°54' | 4.67 | DR&W FD | PLACED |
| 82 | 334°54' | 4.67 | DR&W FD | PLACED |
| 83 | 334°54' | 4.67 | DR&W FD | PLACED |
| 84 | 334°54' | 4.67 | DR&W FD | PLACED |
| 85 | 334°54' | 4.67 | DR&W FD | PLACED |
| 86 | 334°54' | 4.67 | DR&W FD | PLACED |
| 87 | 334°54' | 4.67 | DR&W FD | PLACED |
| 88 | 334°54' | 4.67 | DR&W FD | PLACED |
| 89 | 334°54' | 4.67 | DR&W FD | PLACED |
| 90 | 334°54' | 4.67 | DR&W FD | PLACED |
| 91 | 334°54' | 4.67 | DR&W FD | PLACED |
| 92 | 334°54' | 4.67 | DR&W FD | PLACED |
| 93 | 334°54' | 4.67 | DR&W FD | PLACED |
| 94 | 334°54' | 4.67 | DR&W FD | PLACED |
| 95 | 334°54' | 4.67 | DR&W FD | PLACED |
| 96 | 334°54' | 4.67 | DR&W FD | PLACED |
| 97 | 334°54' | 4.67 | DR&W FD | PLACED |
| 98 | 334°54' | 4.67 | DR&W FD | PLACED |
| 99 | 334°54' | 4.67 | DR&W FD | PLACED |
| 100 | 334°54' | 4.67 | DR&W FD | PLACED |

COORDINATE SCHEDULE

| MARK | MGA TO ORIGINATES | | | CLASS | ORDER | METHOD | STATE |
|------------|-------------------|---------------|--------|-------|-------|--------|-------|
| | EASTING | NORTHING | HEIGHT | | | | |
| SSM 120920 | 300 234 509 | 6 274 447 522 | 8 | 2 | SCRS | FOUND | |
| SSM 120921 | 303 058 368 | 6 272 558 458 | 8 | 2 | SCRS | FOUND | |
| SSM 120922 | 303 714 584 | 6 271 375 000 | 8 | 4 | SCRS | FOUND | |
| SSM 120923 | 303 824 188 | 6 271 359 348 | 8 | 4 | SCRS | FOUND | |
| SSM 120924 | 303 928 388 | 6 271 457 458 | 8 | 4 | SCRS | FOUND | |
| SSM 120925 | 300 203 106 | 6 271 562 620 | 8 | 4 | SCRS | FOUND | |
| SSM 120926 | 303 900 037 | 6 271 398 758 | 8 | 4 | SCRS | FOUND | |
| SSM 120927 | 303 981 984 | 6 271 398 403 | 8 | 4 | SCRS | FOUND | |
| SSM 120928 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120929 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120930 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120931 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120932 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120933 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120934 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120935 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120936 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120937 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120938 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120939 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120940 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120941 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120942 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120943 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120944 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120945 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120946 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120947 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120948 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120949 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120950 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120951 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120952 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120953 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120954 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120955 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120956 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120957 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120958 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120959 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120960 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
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| SSM 120964 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120965 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
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| SSM 120967 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
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| SSM 120969 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
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| SSM 120973 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120974 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
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| SSM 120976 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120977 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120978 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120979 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120980 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120981 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120982 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120983 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120984 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120985 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120986 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120987 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120988 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120989 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120990 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120991 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120992 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120993 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120994 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120995 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120996 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120997 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120998 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 120999 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |
| SSM 121000 | 300 078 895 | 6 271 438 851 | 8 | 4 | SCRS | FOUND | |


DATUM LINE & SSM CONNECTIONS

| FROM | TO | MGA GROUND | SURVEY |
|-------------|------------|-----------------------|-----------------------|
| A.SSM 12820 | B.PM 12098 | 201°59'28" ~ 317.2722 | 201°59'28" ~ 317.2726 |
| PM 12098 | SSM 19767 | 38°00'33" ~ 106.5587 | 38°0 |

| | | |
|--|---|-----------------------|
| PLAN FORM 6 (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 7 sheet(s) |
| Office Use Only Registered: 19.03.2019 Title System: TORRENS | Office Use Only <h1 style="margin: 0;">DP1226135</h1> | |
| 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 | LGA: THE HILLS SHIRE Locality: BOX HILL Parish: NELSON County: CUMBERLAND | |
| <p style="text-align: center;">Survey Certificate</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: *(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, *(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. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature: Dated: 1/02/19 Surveyor Identification No: 1208 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. | <p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</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. Signature: Date: File Number: Office: | |
| Plans used in the preparation of survey/compilation. DP 1226133, DP 1226134, DP 1235598 | <p style="text-align: center;">Subdivision Certificate</p> I, ANDREW BLOOM , *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. Signature: Accreditation number: Consent Authority: THE HILLS SHIRE COUNCIL Date of endorsement: 19.2.19 Subdivision Certificate number: 11715 File number: DA No. 1509/2015/JPZ AND 68/2019/SC *Strike through if inapplicable. | |
| Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. | Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. | |
| Surveyor's Reference: X11295-STG2B | Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | |

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

| | |
|---|--------------------|
| Office Use Only | Office Use Only |
| Registered:  19.03.2019 | <h1>DP1226135</h1> |
| 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 | |
| Subdivision Certificate number: 11715 Date of Endorsement: 19.2.19 | |

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

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

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


1. 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

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 7 sheet(s)

Office Use Only

Registered:  19.03.2019

Office Use Only

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**

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 11715
 Date of Endorsement: 19.2.19


| LOT No. | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|---------|------------|-------------|-------------|----------|
| 2002 | 2 | Gizi | Street | Box Hill |
| 2003 | 4 | Gizi | Street | Box Hill |
| 2004 | 6 | Gizi | Street | Box Hill |
| 2005 | 8 | Gizi | Street | Box Hill |
| 2006 | 10 | Gizi | Street | Box Hill |
| 2007 | 12 | Gizi | Street | Box Hill |
| 2008 | 14 | Gizi | Street | Box Hill |
| 2009 | 16 | Gizi | Street | Box Hill |
| 2010 | 18 | Gizi | Street | Box Hill |
| 2011 | 20 | Gizi | Street | Box Hill |
| 2012 | 22 | Gizi | Street | Box Hill |
| 2013 | 24 | Gizi | Street | Box Hill |
| 2014 | 26 | Gizi | Street | Box Hill |
| 2015 | 28 | Gizi | Street | Box Hill |
| 2016 | 30 | Gizi | Street | Box Hill |
| 2017 | 32 | Gizi | Street | Box Hill |
| 2018 | 34 | Gizi | Street | Box Hill |
| 2019 | 36 | Gizi | Street | Box Hill |
| 2020 | 38 | Gizi | Street | Box Hill |
| 2021 | 40 | Gizi | Street | Box Hill |
| 2022 | 42 | Gizi | Street | Box Hill |
| 2023 | 44 | Gizi | Street | Box Hill |
| 2024 | 46 | Gizi | Street | Box Hill |
| 2025 | 48 | Gizi | Street | Box Hill |
| 2026 | 25 | Gizi | Street | Box Hill |
| 2027 | 23 | Gizi | Street | Box Hill |
| 2028 | 21 | Gizi | Street | Box Hill |
| 2029 | 19 | Gizi | Street | Box Hill |
| 2030 | 17 | Gizi | Street | Box Hill |
| 2031 | 15 | Gizi | Street | Box Hill |

If space is insufficient use additional annexure sheet

Surveyor's Reference: X11295-STG2B

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Office Use Only
 Registered:  19.03.2019

Office Use Only

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**

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 - 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: 11715
 Date of Endorsement: 19.2.19

| LOT No. | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|---------|------------|-------------|-------------|----------|
| 2032 | 13 | Gizi | Street | Box Hill |
| 2033 | 11 | Gizi | Street | Box Hill |
| 2034 | 9 | Gizi | Street | Box Hill |
| 2035 | 7 | Gizi | Street | Box Hill |
| 2036 | 5 | Gizi | Street | Box Hill |
| 2037 | 3 | Gizi | Street | Box Hill |
| 2038 | 1 | Gizi | Street | Box Hill |
| 2039 | 2 | Gittel | Street | Box Hill |
| 2040 | 4 | Gittel | Street | Box Hill |
| 2041 | 6 | Gittel | Street | Box Hill |
| 2042 | 8 | Gittel | Street | Box Hill |
| 2043 | 10 | Gittel | Street | Box Hill |
| 2044 | 12 | Gittel | Street | Box Hill |
| 2045 | 14 | Gittel | Street | Box Hill |
| 2046 | 16 | Gittel | Street | Box Hill |
| 2047 | 18 | Gittel | Street | Box Hill |
| 2048 | 20 | Gittel | Street | Box Hill |
| 2049 | 22 | Gittel | Street | Box Hill |
| 2050 | 37 | Gittel | Street | Box Hill |
| 2051 | 35 | Gittel | Street | Box Hill |
| 2052 | 33 | Gittel | Street | Box Hill |
| 2053 | 31 | Gittel | Street | Box Hill |
| 2054 | 29 | Gittel | Street | Box Hill |
| 2055 | 27 | Gittel | Street | Box Hill |
| 2056 | 25 | Gittel | Street | Box Hill |
| 2057 | 23 | Gittel | Street | Box Hill |
| 2058 | 21 | Gittel | Street | Box Hill |
| 2059 | 19 | Gittel | Street | Box Hill |
| 2060 | 17 | Gittel | Street | Box Hill |
| 2061 | 15 | Gittel | Street | Box Hill |


If space is insufficient use additional annexure sheet

Surveyor's Reference: X11295-STG2B

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Office Use Only
 Registered:  19.03.2019

Office Use Only
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**

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 11715
 Date of Endorsement: 19.2.19


| LOT No. | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|---------|------------|-------------|-------------|----------|
| 2062 | 13 | Gittel | Street | Box Hill |
| 2063 | 11 | Gittel | Street | Box Hill |
| 2064 | 9 | Gittel | Street | Box Hill |
| 2065 | 7 | Gittel | Street | Box Hill |
| 2066 | 5 | Gittel | Street | Box Hill |
| 2067 | 3 | Gittel | Street | Box Hill |
| 2068 | 12 | Copenhagen | Street | Box Hill |
| 2069 | 14 | Copenhagen | Street | Box Hill |
| 2070 | 16 | Copenhagen | Street | Box Hill |
| 2071 | 18 | Copenhagen | Street | Box Hill |
| 2072 | 20 | Copenhagen | Street | Box Hill |
| 2073 | 4 | Noah | Street | Box Hill |
| 2074 | 6 | Noah | Street | Box Hill |
| 2075 | 8 | Noah | Street | Box Hill |
| 2076 | 10 | Noah | Street | Box Hill |
| 2077 | 12 | Noah | Street | Box Hill |
| 2078 | 14 | Noah | Street | Box Hill |
| 2079 | 16 | Noah | Street | Box Hill |
| 2080 | 18 | Noah | Street | Box Hill |
| 2081 | 20 | Noah | Street | Box Hill |
| 2082 | 22 | Noah | Street | Box Hill |
| 2083 | 24 | Noah | Street | Box Hill |
| 2084 | 26 | Noah | Street | Box Hill |
| 2085 | 28 | Noah | Street | Box Hill |
| 2086 | 30 | Noah | Street | Box Hill |
| 2087 | 32 | Noah | Street | Box Hill |
| 2088 | 34 | Noah | Street | Box Hill |
| 2089 | 36 | Noah | Street | Box Hill |
| 2090 | 38 | Noah | Street | Box Hill |
| 2091 | 40 | Noah | Street | Box Hill |

If space is insufficient use additional annexure sheet

Surveyor's Reference: X11295-STG2B

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Office Use Only
 Registered:  19.03.2019

**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**

Subdivision Certificate number: 11715
 Date of Endorsement: 19.2.19

Office Use Only
DP1226135

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- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

| LOT No. | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|---------|------------|--------------|-------------|----------|
| 2092 | 42 | Noah | Street | Box Hill |
| 2093 | 44 | Noah | Street | Box Hill |
| 2094 | 46 | Noah | Street | Box Hill |
| 2095 | 48 | Noah | Street | Box Hill |
| 2096 | 50 | Noah | Street | Box Hill |
| 2097 | 52 | Noah | Street | Box Hill |
| 2098 | 34 | Copenhagen | Street | Box Hill |
| 2099 | 36 | Copenhagen | Street | Box Hill |
| 2100 | 23 | Noah | Street | Box Hill |
| 2101 | 28 | Copenhagen | Street | Box Hill |
| 2102 | 26 | Copenhagen | Street | Box Hill |
| 2103 | 24 | Copenhagen | Street | Box Hill |
| 2104 | 22 | Copenhagen | Street | Box Hill |
| 2105 | 3 | Noah | Street | Box Hill |
| 2106 | 5 | Noah | Street | Box Hill |
| 2107 | 7 | Noah | Street | Box Hill |
| 2108 | 9 | Noah | Street | Box Hill |
| 2109 | 11 | Noah | Street | Box Hill |
| 2110 | 13 | Noah | Street | Box Hill |
| 2111 | 15 | Noah | Street | Box Hill |
| 2112 | 17 | Noah | Street | Box Hill |
| 2113 | 19 | Noah | Street | Box Hill |
| 2114 | 21 | Noah | Street | Box Hill |
| 2115 | N/A | Copenhagen | Street | Box Hill |
| 2116 | N/A | Gittel | Street | Box Hill |
| 2117 | N/A | Bar | Street | Box Hill |
| 2118 | N/A | Mount Carmel | Drive | Box Hill |


If space is insufficient use additional annexure sheet

Surveyor's Reference: X11295-STG2B

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

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Registered:  19.03.2019

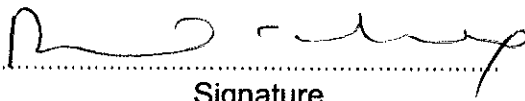
Office Use Only
DP1226135

**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**

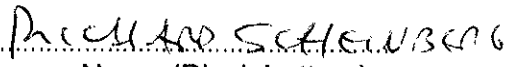
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• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 11715
Date of Endorsement: 19.2.19

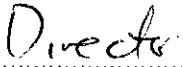
Executed by Mogul Stud Pty Limited (ACN 000 331 840) by:


.....
Signature


.....
Signature


.....
Name (Block Letters)


.....
Name (Block Letters)


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Office Held


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Office Held

If space is insufficient use additional annexure sheet

Surveyor's Reference: X11295-STG2B



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2054/1226135

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|----------|
| 15/7/2024 | 2:13 PM | 4 | 1/4/2022 |

LAND

LOT 2054 IN DEPOSITED PLAN 1226135
AT BOX HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1226135

FIRST SCHEDULE

MARDANHEN PTY LIMITED (TZ AQ538846)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1009338 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
- 7 DP1226135 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 8 DP1226135 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
- 9 DP1226135 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
- 10 DP1226135 RIGHT OF ACCESS VARIABLE WIDTH REFERRED TO AND NUMBERED (23) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- * 11 AQ551727 CAVEAT BY HOMEWORLD BOX HILL PTY LTD
- * AS5859 CAVEATOR CONSENTED
- 12 AS5859 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dddcbalog

PRINTED ON 15/7/2024

SECTION A. The Application

1. Details of the applicant

Mr Ms Mrs Dr Other:

First name

Mark & Danielle

Family name/Name of company and ABN

Maloney

Unit/Street no.

1

Street name

Winburg Drive

Suburb or town

Edmondson Park

State

NSW

Postcode

2174

2. Details of the property

Unit/Street no.

29

Street name

Gittel Street

Suburb or town

Box Hill

NSW

Postcode

2765

Lot no.

2054

Section

DP / SP no.

DP 1226135

Volume/folio

3. Description of the building or part of the building

Two (2) Storey Dwelling

4. Class of building

Class* of the proposed building under the Building Code of Australia.

**Note: If parts of the building will have different classes, include all classes.*

1a

5. Date of the application

22/11/2019

6. Date application received by the certifying authority

6/12/2021

SECTION B. Certifying authority

Name

Bryan Collum

Accreditation no.

BPB0069

Address

26 Woronora Crescent

Como NSW 2226

SECTION C. Attachments (tick box/s as applicable)

Fire safety schedule

Fire link conversion schedule

Fire safety certificate

SECTION D. Certification

I certify that:

- a current development consent is in force for the building
- a construction certificate has been issued with a respect to the plans and specifications for the building
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia

a fire safety certificate has been issued for the building (tick if applicable)

a report from the Fire Commissioner has been considered (tick if applicable)

Signed

(Must only be signed by the PCA)



SECTION E. Date

Date of this certificate

11th December 2021

SECTION F. Attachments (tick as applicable)

Fire safety certificate

Fire safety schedule