

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Property Co Shop G2n, 351 Oran Park Drive, Oran Park NSW 2570	Phone: 02 4602 2000 Ref:
co-agent vendor	Yasmin Islam	
vendor's solicitor	Wong & Horta Lawyers Pty Ltd 2 Satvic Place, Maraylya NSW 2765 Postal Address: PO Box 6662, Rouse Hill NSW 2155	Phone: 0414 929 868 Email: Bruce.Wong@whlawyers.com.au
date for completion	28 days from Date of Contract	day after the contract date (clause 15)
land (address, plan details and title reference)	43 Dallas Drive, Gilead NSW 2560 Lot 1445 in Deposited Plan 1242647	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	documents in the List of Documents as marked or numbered: other documents: Additional Special Conditions	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

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

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

43 Dallas Drive, Gilead NSW 2560

ADDITIONAL CONDITIONS TO SALE OF CONTRACT

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

33 CONDITION OF THE PROPERTY

33.1 The Purchaser acknowledges that it is satisfied as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear).

33.2 The Purchaser acknowledges that it is purchasing the property subject to all defects (if any) latent and patent, including:

- a) all infestations and dilapidations (if any);
- b) existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof;
- c) the presence of any sewer or manhole or vent on the property;
- d) any rainwater downpipes being connected to the sewer, and/or;
- e) compliance or otherwise with any covenants

disclosed or not disclosed herein, and the purchaser cannot make a claim, objection, or requisition, rescind, or terminate or delay completion in respect of any of the above matters.

33.3 The Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the purchaser shall accept them in their state of repair and condition at the date of this contract. The vendor is not responsible for any loss (other than loss due to the act or default of the vendor), mechanical breakdown or reasonable wear and tear to the furnishing and chattels (if any) occurring after the date of this contract.

33.4 The purchaser shall not call upon the vendor to carry out any work, repair, or replacement whatsoever in relation to the property and/or the inclusions of the subject of this sale.

34 DEATH, MENTAL ILLNESS, BANKRUPTCY

If at any time prior to completion of this Contract either the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt, then either party may rescind the Contract and clause 19 of the Contract shall apply.

35 ESTATE AGENT & COMMISSION

The purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any real estate agent except the agent (if any) named herein or by any other person who might be entitled to claim commission from the Vendor in respect of this sale, and the Purchaser indemnifies the vendor (and if more than one, each of them jointly and severally) against any claim from commission which might be made by any agency resulting from an introduction constituting a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

36 ENTIRE AGREEMENT

The purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or the Vendor's Agent except such as are expressly provided for in this Contract.

37 NOTICE TO COMPLETE

- 37.1 Completion of this matter shall take place at or before 5.00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter, making the time for completion essential. Such Notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion. Should the vendor serve a Notice to Complete, the purchaser will be liable for a fee of four hundred and fifty dollars (\$450.00) inclusive of GST payable by way of an adjustment in favour of the vendor solicitor on completion to cover the cost for issuing such Notice.
- 37.2 The service of any Notice or Document under or relating to this Contract may, in addition to the provision of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any case shall be deemed to be duly given or made, except where:
- a) The time of dispatch is not before 5pm (Sydney time) on a day which business is carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or
 - b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not have been given or made.

38 INTEREST & FAILURE TO COMPLETE

It is an essential term of this agreement that if completion does not take place by the completion date, then the purchaser shall pay the vendor on completion in

addition to the balance of purchase moneys and any other moneys payable to the vendor, interest on the balance of purchase moneys calculated at the rate of ten per annum (10%) per annum computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed but if completion was so delayed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor is not obliged to complete this Contract unless the amount payable under this clause is tendered.

39 DEPOSIT

- 39.1 The vendor shall be entitled to a release of the deposit for the purposes of payment of a deposit and/or stamp duty on the purchase of another property by the Vendor.
- 39.2 If the Vendor warrants that the deposit is required for a purchase, it will only be paid to an agent's or solicitors/conveyancers trust account and not released further without the express consent of the Purchaser.
- 39.3 The parties agree that if the deposit is held by the deposit holder that it will be invested, and the purchaser authorises the deposit holder to invest the deposit.
- 39.4 If the vendor requires the deposit to be available on completion for the purchase of another property, the purchaser agrees to authorise the agent to have the deposit available at settlement.

40 SWIMMING POOL

In the event that the property contains a swimming pool and/or spa on the property (either above ground or in ground), the then vendor does not warrant that such swimming pool and/or spa (including any swimming pool fencing) on the property complies with the requirements imposed by the *Swimming Pools Act 1992* and the Regulations prescribed therein (or any amendment in relation thereto). The purchaser acknowledges that the vendor shall not be obliged to comply with any notice made in accordance with the *Swimming Pools Act 1992* (or any amendment in relation thereto) which issued on, before or after the date of this contract in respect of the said swimming pool and/or spa. If any competent authority issues any notice requiring the erection of or alteration to a fence or other work pursuant to such Act or regulations, the Purchaser must comply therewith at their expense and the Purchaser cannot require the Vendor to contribute to the cost of or comply with any such notice or orders. It is further agreed that this clause shall not merge on completion. No objection, requisition or claim for compensation shall be made by the purchaser in respect of any matter arising from this clause.

41 SECTION 184 & 26 CERTIFICATE (STRATA, COMMUNITY & NEIGHBOURHOOD TITLES ONLY)

The vendor will not be required to apply and/or supply the Section 184 & 26 Certificate. The purchaser shall apply and obtain a Section 184 & 26 Certificate at their own cost and provide this to the Vendor Solicitor, along with the Section 603 and Section 66 Sydney Water

Certificates for settlement adjustment figures.

42 SERVICE OF TRANSFER

It is an essential term of the contract that should the Purchaser not submit the Transfer to the Vendor's conveyancer ten (10) days prior to the due date for completion, the purchaser shall allow as an adjustment on settlement the sum of seventy-seven dollars (\$77.00) (GST inclusive) being the Vendor's conveyancer's expedition fees for arranging urgent execution.

43 FOREIGN INVESTMENT REVIEW BOARD (FIRB)

- 43.1 The purchaser warrants to the vendor that the purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board.
- 43.2 In the event of any breach of the said warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine, expense or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge upon completion.

44 SETTLEMENT

In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional one hundred and ten dollars (\$150) inclusive of GST on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by the Vendor's Solicitor, then settlement shall be affected at the office of Vendor's Solicitor. However, should the Purchaser not be able to settle at the office of the Vendor's Solicitor, then settlement may be affected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's legal fee of seventy-five dollars (\$75) inclusive of GST is paid by the Purchaser.

45 GUARANTEE

In consideration of the vendor entering into this contract with the purchaser, the directors of the purchaser jointly and severally guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract, and jointly and severally indemnify and will keep the vendor indemnified at all times from and against any loss, damage, cost, charge or expense whatsoever, in connection with, arising from or in consequence of any failure by the purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee is a continuing guarantee and will not merge on completion and will not be abrogated, prejudiced or discharged by any waiver by the vendor or by any other matter or thing Whatsoever, and will be deemed to constitute a principal obligation between each of the directors of the purchaser and the vendor until the purchaser's obligations under the contract have been fully performed.

46 COMPLETION DATE

Nothing in this Contract shall have the effect of requiring either party to complete this contract between the 25th of December in the year in which this contract was made and the 2nd day of January in the following year.

47 TENANCY

If the property is sold subject to tenancy and/or a lease and/or residential tenancy agreement existing as at the date hereof and the benefit of which shall be given to the Purchaser/s at the date of completion, it is acknowledged that the Purchaser/s are satisfied with tenancy agreement and/or lease and/or residential tenancy agreement a copy of which is attached to the Contract and will not make any objection, requisitions or claim for compensation and the Purchaser/s shall not be entitled to rescind, delay completion or terminate as a result of the existence of the Lease, whether or not the tenancy agreement and/or lease and/or residential tenancy agreement is registered on the title, whether or not the tenant remains in possession following completion or whether or not the lessee has or has not breached any terms of the tenancy agreement and/or lease and/or residential tenancy agreement.

1. The Purchaser/s shall be bound by the exercise of any option (if applicable) by the lessee referred to in the tenancy agreement and/or lease and/or residential tenancy agreement.
2. The Vendor/s makes no warranty that the lessee shall remain in possession following the settlement or that the lessee has not breached the terms of the tenancy agreement and/or lease and/or residential tenancy agreement.

48 FINANCE

Where the Purchasers requires finance:

The Purchasers confirm and warrant to the Vendor that the Purchasers have at the date hereof obtained approval for credit to finance the purchase of the property the subject of this Contract on terms which are reasonable to the Purchasers.

49 Exchange on Less than 10% Deposit

Although a full 10% deposit is payable by the purchaser, the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange being 5% of the sale price. The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as earnest the full price will be paid on completion. The full payment of 10% of the price will be forfeited if the purchaser fails to complete it in accordance with the terms of the contract.

Note: The full 10% deposit is to be inserted on the front page of the contract.

50 CONDITIONS OF SALE OF LAND BY AUCTION

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.
3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor, or administrator.

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

(Sheet 1 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot
12 in DP1261146
Covered by 69/2024
Dated 15/11/2024

Full name and address of the owner of the land:

Lendlease Communities (Figtree Hill) Pty
Limited ACN 605 278 331
Level 14, Tower Three, International
Towers Sydney, Exchange Place, 300
Barangaroo Avenue
Barangaroo NSW 2000

Lendlease Communities (Figtree Hill No.3)
Pty Limited ACN 614 296 294
Level 14, Tower Three, International
Towers Sydney, Exchange Place, 300
Barangaroo Avenue
Barangaroo NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	EASEMENT FOR TURNING HEAD VARIABLE WIDTH (A1B)	1334	Campbelltown City Council
2	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B)	1161 1163 1164 1165	part lot 1334 denoted (BN) 1162 1162, 1163 1162, 1163, 1164

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my direction,
on...15/11/2024.....


(Sheet 2 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B) (continued)	1166	1162, 1163, 1164, 1165
		1167	1162, 1163, 1164, 1165, 1166
		1168	1162, 1163, 1164, 1165, 1166, 1167
		1169	1162, 1163, 1164, 1165, 1166, 1167, 1168
		1170	1169
		1171	1169, 1170
		1172	1169, 1170, 1171
		1181	1189, 1190, 1191, 1192, 1193, 1194, 1195
		1185	1186, 1187, 1188
		1186	1187, 1188
		1187	1188

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
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affixed by me, or at my
direction,
on.....15/11/2024.....

(Sheet 3 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
 DP1242642 and easement affecting Lot 12
 in DP1261146
 Covered by 68/2024
 Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B) (continued)	1189	1190, 1191, 1192, 1193, 1194, 1195
		1190	1191, 1192, 1193, 1194, 1195
		1191	1192, 1193, 1194, 1195
		1192	1193, 1194, 1195
		1193	1194, 1195
		1194	1195
		1205	1206, 1209, 1210, 1211, 1212, 1213, 1214, 1215
		1206	1209, 1210, 1211, 1212, 1213, 1214, 1215
		1207	1209, 1210, 1211, 1212, 1213, 1214, 1215
		1209	1210, 1211, 1212, 1213, 1214, 1215

Approved by Campbelltown City Council:



(Authorised Officer)
 Electronic signature of me,
 Karl Okorn

affixed by me, or at my
 direction, 15/11/2024
 on.....


(Sheet 4 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B) (continued)	1210	1211, 1212, 1213, 1214, 1215
		1211	1212, 1213, 1214, 1215
		1212	1213, 1214, 1215
		1213	1214, 1215
		1214	1215
		1216	part lot 1334 denoted (BL)
		1222	part lot 1334 denoted (BK)
		1236	1240, 1241, 1242, part lot 1334 denoted (BJ)
		1237	1240, 1241, 1242, part lot 1334 denoted (BJ)
		1238	1240, 1241, 1242, part lot 1334 denoted (BJ)

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
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affixed by me, or at my
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on.....


(Sheet 5 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B) (continued)	1240	1241, 1242, part lot 1334 denoted (BJ)
		1241	1242, part lot 1334 (BJ)
		1242	part lot 1334 denoted (BJ)
		1246	1264, 1265, part lot 1334 denoted (BH)
		1264	1265, part lot 1334 denoted (BH)
		1265	part lot 1334 denoted (BH)
		1280	1284, 1285, 1286, 1287, 1288, 1289
		1281	1284, 1285, 1286, 1287, 1288, 1289
		1282	1284, 1285, 1286, 1287, 1288, 1289
		1284	1285, 1286, 1287, 1288, 1289

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
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on.....15/11/2024


(Sheet 6 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
 DP1242642 and easement affecting Lot 12
 in DP1261146
 Covered by 69/2024
 Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B) (continued)	1285	1286, 1287, 1288, 1289
		1286	1287, 1288, 1289
		1287	1288, 1289
		1288	1289
		1290	1305, 1306
		1296	1295, 1297
		1297	1295
		1301	1302, 1303, 1304
		1302	1303, 1304
		1303	1304
		1306	1305
		1308	1307
		1309	1307, 1308
		1310	1307, 1308, 1309

Approved by Campbelltown City Council:



 (Authorised Officer)
 Electronic signature of me,
 Karl Okorn

 affixed by me, or at my
 direction,
 on.....15/11/2024..


(Sheet 7 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B) (continued)	1311	1307, 1308, 1309, 1310
		1312	1307, 1308, 1309, 1310, 1311
		1313	1307, 1308, 1309, 1310, 1311, 1312
		1314	1307, 1308, 1309, 1310, 1311, 1312, 1313
		1324	1323
		1325	1323, 1324
		1326	1323, 1324, 1325
		1327	1323, 1324, 1325, 1326
		1334	1266

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn.....
affixed by me, or at my
direction, 15/11/2024
on.....


(Sheet 8 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
 DP1242642 and easement affecting Lot 12
 in DP1261146
 Covered by 69/2024
 Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
3	EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (E1B1)	12/DP1261146	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	RESTRICTION ON THE USE OF LAND (F1B)	Part 1215, Part 1196, Part 1304, Part 1305 and Part 12/DP1261146	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	RESTRICTION ON THE USE OF LAND (G1B)	Part 1215, Part 1196, Part 1304, Part 1305 and Part 12/DP1261146	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
6	EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B)	1161 1173 1174 1175 1176 1177	part lot 1334 denoted (XE) 1195 1194, 1195 1193, 1194 1192, 1193 1192

Approved by Campbelltown City Council:



 (Authorised Officer)
 Electronic signature of me,
 Karl Okorn.....
 affixed by me, or at my
 direction, 15/11/2024
 on.....


(Sheet 9 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B) (continued)	1178	1191, 1192
		1179	1189, 1190, 1191
		1180	1189
		1181	1188, 1189
		1182	1187, 1188
		1183	1186, 1187
		1184	1185, 1186
		1197	1196, 1215
		1198	1215
		1199	1214, 1215
		1200	1213
		1201	1212, 1213
		1202	1211, 1212
		1203	1210, 1211
		1204	1209, 1210

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....
affixed by me, or at my
direction, 15/11/2024
on.....


(Sheet 10 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B) (continued)	1209	1210
		1210	1211
		1211	1212
		1212	1213
		1214	1215
		1216	1217, part lot 1334 denoted (XB)
		1217-1220 inclusive	part lot 1334 denoted (XB)
		1221	1222, part lot 1334 denoted (XB)
		1222	part lot 1334 denoted (XA) & (XB)
		1223	part lot 1334 denoted (XA)
		1224	1225, part lot 1334 denoted (XA)

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn.....
affixed by me, or at my
direction, 15/11/2024
on.....


(Sheet 11 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B) (continued)	1225	part lot 1334 denoted (XA)
		1226	part lot 1334 denoted (XA)
		1227	part lot 1334 denoted (XA)
		1228	part lot 1334 denoted (XA)
		1229	part lot 1334 denoted (XA)
		1230	part lot 1334 denoted (XA)
		1231	1230 & part lot 1334 denoted (XA)
		1232	part lot 1334 denoted (XA)
		1233	1242
		1234	1241
		1235	1240

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....
affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 12 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
 DP1242642 and easement affecting Lot 12
 in DP1261146
 Covered by 69/2024
 Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B) (continued)	1237, 1239 1238 1243 1244 1246 1247 1249 1250 1251 1252 1254 1255 1256 1257	1240 1239, 1240 part lot 1334 denoted (XD) 1243, part lot 1334 denoted (XC) 1245, 1264 1246, 1263 1248, 1261 1249, 1260 1250, 1259 1251, 1258 1253 1253, 1257 1257 1258

Approved by Campbelltown City Council:



.....
 (Authorised Officer)
 Electronic signature of me,
 Karl Okorn

affixed by me, or at my
 direction, 15/11/2024
 on.....


(Sheet 13 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B) (continued)	1258	1259
		1259	1260
		1260	1261
		1262	1263
		1263	1264
		1265	part lot 1334 denoted (XC)
		1268	1267
		1269	1268
		1270	1269
		1272	1271
		1273	1271
		1275	1274
		1276	1275
		1277	1276
		1278	1277

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....
affixed by me, or at my
direction, 15/11/2024
on.....


(Sheet 14 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B) (continued)	1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1291 1292 1293 1294 1301	1278 1279 1279 1284 1284 1278, 1285 1277, 1286 1287 1288 1289 1290, 1306 1291 1292 1293 1293 1302

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....
affixed by me, or at my
direction, 15/11/2024
on.....


(Sheet 15 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
 DP1242642 and easement affecting Lot 12
 in DP1261146
 Covered by 69/2024
 Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B) (continued)	1302	1303
		1303	1304
		1304	1305, 1306
		1309	1308
		1311	1310
		1313	1312
		1316	1312, 1317
		1318	1310, 1319
		1320	1308, 1321
		1325	1324
		1327	1326
		1328	1326, 1329
		1329	1240
		1330	1324

Approved by Campbelltown City Council:



 (Authorised Officer)
 Electronic signature of me,
 Karl Okorn.....
 affixed by me, or at my
 direction, 15/11/2024
 on.....


(Sheet 16 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B) (continued)	1331	1323, 1324
7	RESTRICTION ON THE USE OF LAND (L1B)	Whole of Lots 1252-1259 inclusive, 1269-1273 inclusive, 1280-1283 inclusive, 1293-1301 inclusive, 1323-1332 inclusive and Part Lots 1249, 1250, 1251, 1260, 1261, 1268, 1277, 1278, 1279, 1284, 1285, 1286, 1292, 1302, 1303 and 1315-1322 inclusive	Campbelltown City Council

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn.....

affixed by me, or at my
direction, 15/11/2024
on.....


(Sheet 17 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
 DP1242642 and easement affecting Lot 12
 in DP1261146
 Covered by 69/2024
 Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
8	RESTRICTION ON THE USE OF LAND (N1B)	1161-1223 inclusive, 1225-1230 inclusive, 1235-1253 inclusive, 1257-1326 inclusive, 1329-1332 inclusive	Campbelltown City Council
9	RESTRICTION ON THE USE OF LAND (O1B)	1161-1332 inclusive	Every other lot 1161-1332 inclusive
10	RESTRICTION ON THE USE OF LAND (P1B)	1161-1332 inclusive	Every other lot 1161-1332 inclusive
11	RESTRICTION ON THE USE OF LAND (R1B)	1161-1332 inclusive	Campbelltown City Council
12	RESTRICTION ON THE USE OF LAND (BEP)	1161-1332 inclusive	Campbelltown City Council
13	EASEMENT FOR DRAINAGE OF WATER 3 WIDE AND VARIABLE WIDTH (B1B)	1335	Campbelltown City Council

Approved by Campbelltown City Council:



 (Authorised Officer)
 Electronic signature of me,
 Karl Okorn

 affixed by me, or at my
 direction, 15/11/2024
 on.....

(Sheet 18 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
 DP1242642 and easement affecting Lot 12
 in DP1261146
 Covered by 69/2024
 Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
14	EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)	1335	1290-1297 inclusive, 1305, 1306 and 1315-1332 inclusive, Campbelltown City Council
15	RIGHT OF CARRIAGE WAY (WHOLE OF LOT)	1335	1290-1297 inclusive, 1307 and 1315-1332 inclusive, lots 1019-1024 inclusive in DP1242642
16	RIGHT OF CARRIAGE WAY (WHOLE OF LOT)	1335	Campbelltown City Council
17	EASEMENT FOR SERVICES (WHOLE OF LOT)	1335	1290-1297 inclusive, 1307 and 1315-1332 inclusive
18	EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E1B2)	1305	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
19	EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E1B3)	1215	Epsilon Distribution Ministerial Holding

Approved by Campbelltown City Council:



 (Authorised Officer)
 Electronic signature of me,
 Karl Okorn

 affixed by me, or at my
 direction, 15/11/2024
 on.....


(Sheet 19 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
			Corporation ABN 59 253 130 878
20	RESTRICTION ON THE USE OF LAND (FLC)	1175-1184 inclusive, 1199-1207 inclusive, 1216-1238 inclusive, 1243-1246 inclusive, 1263, 1267, 1274-1282 inclusive, 1291-1294 inclusive, 1301, 1304, 1315-1321 inclusive, and 1328-1331 inclusive	Campbelltown City Council
21	RESTRICTION ON THE USE OF LAND (SUR)	1161-1332 inclusive	Campbelltown City Council

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....
affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 20 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024


Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit á prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	RIGHT OF CARRIAGEWAY 6 WIDE (BBA) (DP1261146)	1161/1242642	12/1261146

Part 2 (Terms)

1. **TERMS FOR EASEMENT FOR TURNING HEAD VARIABLE WIDTH (A1B) NUMBERED 1 IN THE PLAN:**
- (a) Subject to clause 1(b), an easement for turning head on the terms of a right of carriage way set out in Part 1 of Schedule 4A of the *Conveyancing Act 1919* (as amended) is created.
 - (b) The rights and obligations under the easement granted under clause 1(a) terminate on the date of dedication of the Easement Site or part of the Easement Site as Public Road (**Sunset Event**) and on and from that date the easement is extinguished without further assurance.
 - (c) Upon satisfaction of the Sunset Event and upon request by the Grantor or the Grantee, the Grantor and the Grantee must do all things necessary

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....
affixed by me, or at my
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on.....

(Sheet 21 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

including signing any plans and documents and procuring the consent of
any party required to remove the record of the easement granted under
clause 1(a) from the title to the Lot Burdened and the Lot Benefited.

(d) In this clause 1:

Easement Site means the site of this easement on the Plan.

Grantor means the owner of a Lot Burdened.

Grantee means:

- (a) the owner of a Lot Benefited; and
- (b) an authority benefited.

Lot Benefited means a lot benefited by this easement.

Lot Burdened means a lot burdened by this easement.

Plan means the plan of subdivision to which this instrument relates.

**2. TERMS FOR EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B)
NUMBERED 2 IN THE PLAN:**

An easement for drainage of water on the terms as set out in Part 8 of Schedule 8
of the *Conveyancing Act 1919* (as amended) is created.

**3. TERMS FOR EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (E1B1)
NUMBERED 3 IN THE PLAN:**

The terms set out in Section 1 of Memorandum AR578978 are incorporated into
this document.

Approved by Campbelltown City Council:



.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 22 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

4. TERMS FOR RESTRICTION ON THE USE OF LAND (F1B) NUMBERED 4 IN THE PLAN:

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

5. TERMS FOR RESTRICTION ON THE USE OF LAND (G1B) NUMBERED 5 IN THE PLAN:

The terms set out in Section 9 of Memorandum AR578978 are incorporated into this document.

6. TERMS FOR EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B) NUMBERED 6 IN THE PLAN:

(a) In this clause 6:

- (i) **Common Boundary** means a boundary shared by the lot burdened and the lot benefited.
- (ii) **Easement Site** means the site of this easement on the Plan.
- (iii) **Footings** means the footings of the Retaining Wall.
- (iv) **Owner** means a person who is entitled to an estate or interest in possession in a lot.
- (v) **Plan** means the plan of subdivision to which this instrument relates.
- (vi) **Retaining Wall** means the retaining wall on or adjacent to the Common Boundary.

(b) The Owner of the lot benefited:

Approved by Campbelltown City Council:



(Authorised Officer)
Electronic signature of me,
Karl Okorn

affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 23 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
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Covered by 69/2024
Dated 15/11/2024

- (i) may insist the Footings and any part of the Retaining Wall that are located within the Easement Site on the lot burdened remain;
- (ii) must keep the Footings and Retaining Wall in good repair and safe condition; and
- (iii) may do anything reasonably necessary for that purpose including:
 - (A) entering the lot burdened;
 - (B) taking anything onto the lot burdened; and
 - (C) carrying out work.
- (c) The Owner of the lot benefited, in exercising its rights under this easement must:
 - (i) ensure all work is done properly;
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (iii) restore the lot burdened as nearly as practicable to its former condition;
 - (iv) make good any collateral damage.
- (d) Except when urgent work is required, the Owner of the lot benefited must:
 - (i) give the Owner of the lot burdened reasonable notice of intention to enter the lot burdened; and
 - (ii) only enter the lot burdened during times reasonably agreed with the owner of the lot burdened.

Approved by Campbelltown City Council:



(Authorised Officer)
Electronic signature of me,
Karl Okorn

affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 24 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
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Covered by 69/2024
Dated 15/11/2024

- (e) The Owner of the lot burdened grants to the Owner of the lot benefited a right of support over that part of the lot burdened containing the Easement Site for the purposes of supporting the Retaining Wall.
- (f) The Owner of the lot burdened must:
 - (i) not do anything which will detract from the support of the Retaining Wall; and
 - (ii) allow the Owner of the lot benefited to enter that part of the lot burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to the Retaining Wall including to ensure the support of the Retaining Wall and the lot benefited is maintained.

7. TERMS FOR RESTRICTION ON THE USE OF LAND (L1B) NUMBERED 7 IN THE PLAN:

- (a) No building shall be erected or permitted to remain on the lot burdened unless the building is erected in accordance with the following:
 - (i) Australian Standards;
 - (ii) Bushfire Report; and
 - (iii) Planning for Bushfire Protection.
- (b) The land not built upon within the lot burdened shall be managed as an Inner Protection Area as outlined within Appendix 4 of Planning for Bushfire Protection.
- (c) In this clause 7:
 - (i) **Australian Standard** means AS3959-2009 "Construction of Buildings in Bushfire Prone Areas" or any amendment or replacement of this Australian Standard.

Approved by Campbelltown City Council:



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(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my
direction,
on..... 15/11/2024

(Sheet 25 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
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- (ii) **Bushfire Report** means Bushfire Assessment Report: Dwelling Construction - Stage 1A and B dated 31 May 2019 prepared by Building Code & Bushfire Hazard Solutions Pty Limited.
- (iii) **Planning for Bushfire Protection** means the document "Planning for Bushfire Protection 2019" issued by NSW Rural Fire Service or any amendment or replacement to this document.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (L1B) numbered 7 in the Plan

Campbelltown City Council

8. TERMS FOR RESTRICTION ON THE USE OF LAND (N1B) NUMBERED 8 IN THE PLAN:

No building is to be constructed on the lot burdened which has been filled above its natural or previously excavated level unless the footings and foundations of the building have been designed by a qualified civil/structural engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Campbelltown City Council.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (N1B) numbered 8 in the Plan

Campbelltown City Council

9. TERMS FOR RESTRICTION ON THE USE OF LAND (O1B) NUMBERED 9 IN THE PLAN:

- (a) The lot burdened must not be used for any purpose other than as a site for Residential Purposes. This restriction does not apply for Display Lots whilst the Display Lots are used for display purposes and uses ancillary to a display village in accordance with a development consent.

Approved by Campbelltown City Council:



.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my
direction,
on..... 15/11/2024

(Sheet 26 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
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Covered by 69/2024
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- (b) No residential dwelling is permitted to be constructed on the lot burdened unless the residential dwelling and any ancillary landscaping and fencing complies with:
 - (i) the Design Guidelines; and
 - (ii) any other conditions required by any relevant consent authority.
- (c) The lot burdened must not be subdivided other than whilst Lendlease Communities is the owner. This restriction does not apply to a Duplex Lot.
- (d) The Owner must not, without the consent of Lendlease Communities, lease or transfer the lot burdened until the later of:
 - (i) the date an Occupation Certificate is issued; and
 - (ii) the date of completion of the landscaping and fencing on the lot burdened in compliance with the Design Guidelines,unless such transfer was made by an executor of the will or the administrator of the estate of the Owner to a person entitled to the lot burdened under the will or upon the intestacy of the Owner.
- (e) This restriction on the use of land:
 - (i) does not apply to any lot burdened whilst Lendlease Communities is the Owner or appointed developer of that lot; and
 - (ii) expires and has no further force or effect from the Date of Compliance.
- (f) In this clause 9:
 - (i) **Design Guidelines** means the 'Figtree Hill Home Design Guidelines' and ancillary building envelope plan which regulate building and ancillary landscaping work within the Figtree Hill Development

Approved by Campbelltown City Council:



.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 27 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
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in DP1261146
Covered by 69/2024
Dated 15/11/2024

provided by Lendlease Communities as may be varied from time to time.

- (ii) **Date of Compliance** means the later of:
 - (A) the date an Occupation Certificate is issued;
 - (B) the date of completion of the landscaping and fencing on the lot burdened in compliance with the Design Guidelines; and
 - (C) the date that is 3 years after the date on which Lendlease Communities no longer owns any land within the Figtree Hill Development.
- (iii) **Display Lots** means lots 1291-1297, 1315-1332.
- (iv) **Duplex Lot** means lots 1215 and 1195.
- (v) **Figtree Hill Development** means the development known as "Figtree Hill" comprised in former Lot 1 in Deposited Plan 1240836 and former Lot 61 in Deposited Plan 752042 or any future lots created from the subdivision of these parcels.
- (vi) **Lendlease Communities** means Lendlease Communities (Figtree Hill) Pty Limited ACN 605 278 331 and Lendlease Communities (Figtree Hill No.3) Pty Limited ACN 614 296 294.
- (vii) **Occupation Certificate** means the final occupation certificate issued by the consent authority under Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW) for the whole of the residential dwelling constructed on the lot burdened.
- (viii) **Owner** means a person who is entitled to an estate or interest in possession in a lot.

Approved by Campbelltown City Council:



.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my
direction,
on..... 15/11/2024

(Sheet 28 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
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- (ix) **Residential Purposes** means the purposes permitted under the Campbelltown Local Environmental Plan 2015, as amended or varied.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (O1B) numbered 9 in the Plan

Lendlease Communities (Figtree Hill) Pty Limited ACN 605 278 331 and Lendlease Communities (Figtree Hill No.3) Pty Limited ACN 614 296 294 whilst it owns any lot or any part of any lot in the registered plan and for a period of two (2) years thereafter, and after that time Campbelltown City Council.

10. TERMS FOR RESTRICTION ON THE USE OF LAND (P1B) NUMBERED 10 IN THE PLAN:

- (a) No dividing fencing shall be erected on the lot burdened unless it is erected without cost to Lendlease Communities, its successors and assigns other than purchases on sale.
- (b) For the purposes of this clause 10, **Lendlease Communities** means Lendlease Communities (Figtree Hill) Pty Limited ACN 605 278 331 and Lendlease Communities (Figtree Hill No.3) Pty Limited ACN 614 296 294.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (P1B) numbered 10 in the Plan

Lendlease Communities (Figtree Hill) Pty Limited ACN 605 278 331 and Lendlease Communities (Figtree Hill No.3) Pty Limited ACN 614 296 294 whilst it owns any lot or any part of any lot in the registered plan and for a period of two (2) years thereafter, and after that time Campbelltown City Council.

Approved by Campbelltown City Council:



.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 29 of 40 sheets)

Plan: **DP1242643**

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11. TERMS FOR RESTRICTION ON THE USE OF LAND (R1B) NUMBERED 11 IN THE PLAN:

- (a) No building shall be erected on the lot burdened unless it complies with the construction requirements contained in the Acoustic Report.
- (b) In this clause 11, '**Acoustic Report**' means the document named 'Mount Gilead Development Mt Gilead Subdivision Stage 1 DA Acoustics Assessment' dated January 2018 prepared by WSP Australia Pty Ltd.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (R1B) numbered 11 in the Plan

Campbelltown City Council

12. TERMS FOR RESTRICTION ON THE USE OF LAND (BEP) NUMBERED 12 IN THE PLAN:

- (a) No development is to be carried out on the lot burdened unless the development is in accordance with the Building Envelope Plan for the lot burdened.
- (b) In this clause 12, '**Building Envelope Plan**' means the building envelope plan for the lots burdened prepared by Cardno named 'BUILDING ENVELOPE PLAN STAGE 1B' drawing number 80216021-MDP-BEP-STG-1B dated April 2022.

Approved by Campbelltown City Council:



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(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 30 of 40 sheets)

Plan: **DP1242643**

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**Name of the Authority empowered to release, vary or modify the Restriction
on the Use of Land (BEP) numbered 12 in the Plan**

Campbelltown City Council

**13. TERMS FOR EASEMENT FOR DRAINAGE OF WATER 3 WIDE AND
VARIABLE WIDTH (B1B) NUMBERED 13 IN THE PLAN:**

- (a) Subject to clause 13(b), an easement for drainage of water on the terms as set out in Part 7 of Schedule 4A of the *Conveyancing Act 1919* (as amended) is created.
- (b) The rights and obligations under the easement granted under clause 13(a) terminate on the date of dedication of the Easement Site or part of the Easement Site as Public Road (**Sunset Event**) and on and from that date the easement is extinguished without further assurance.
- (c) Upon satisfaction of the Sunset Event and upon request by the Grantor or the Grantee, the Grantor and the Grantee must do all things necessary including signing any plans and documents and procuring the consent of any party required to remove the record of the easement granted under clause 13(a) from the title to the Lot Burdened and the Lot Benefited.
- (d) In this clause 13:

Easement Site means the site of this easement on the Plan.

Grantor means the owner of a Lot Burdened.

Grantee means:

- (a) the owner of a Lot Benefited; and
- (b) an authority benefited.

Lot Benefited means a lot benefited by this easement.

Approved by Campbelltown City Council:



.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 31 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
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Lot Burdened means a lot burdened by this easement.

Plan means the plan of subdivision to which this instrument relates.

**14. TERMS FOR EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
NUMBERED 14 IN THE PLAN:**

- (a) Subject to clause 14(b), an easement for drainage of water on the terms as set out in Part 8 of Schedule 8 of the *Conveyancing Act 1919* (as amended) is created.
- (b) The rights and obligations under the easement granted under clause 14(a) terminate on the date of dedication of the Easement Site or part of the Easement Site as Public Road (**Sunset Event**) and on and from that date the easement is extinguished without further assurance.
- (c) Upon satisfaction of the Sunset Event and upon request by the Grantor or the Grantee, the Grantor and the Grantee must do all things necessary including signing any plans and documents and procuring the consent of any party required to remove the record of the easement granted under clause 14(a) from the title to the Lot Burdened and the Lot Benefited.
- (d) In this clause 14:

Easement Site means the site of this easement on the Plan.

Grantor means the owner of a Lot Burdened.


Grantee means:

- (a) the owner of a Lot Benefited; and
- (b) an authority benefited.

Lot Benefited means a lot benefited by this easement.

Lot Burdened means a lot burdened by this easement.

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn.....
affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 32 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
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Dated 15/11/2024

Plan means the plan of subdivision to which this instrument relates.

15. TERMS FOR RIGHT OF CARRIAGE WAY (WHOLE OF LOT) NUMBERED 15 IN THE PLAN:

- (a) Subject to clause 15(b), a right of carriage way on the terms as set out in Part 1 of Schedule 8 of the *Conveyancing Act 1919* (as amended) is created.
- (b) The rights and obligations under the right of carriage way granted under clause 15(a) terminate on the date of dedication of the Easement Site or part of the Easement Site as Public Road (**Sunset Event**) and on and from that date the right of carriage way is extinguished without further assurance.
- (c) Upon satisfaction of the Sunset Event and upon request by the Grantor or the Grantee, the Grantor and the Grantee must do all things necessary including signing any plans and documents and procuring the consent of any party required to remove the record of the right of carriage way granted under clause 15(a) from the title to the Lot Burdened and the Lot Benefited.
- (d) In this clause 15:

Easement Site means the site of this right of carriage way on the Plan.

Grantor means the owner of a Lot Burdened.

Grantee means:

- (a) the owner of a Lot Benefited; and
- (b) an authority benefited.

Lot Benefited means a lot benefited by this easement.

Lot Burdened means a lot burdened by this easement.

Approved by Campbelltown City Council:



.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 33 of 40 sheets)

Plan: **DP1242643**

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Plan means the plan of subdivision to which this instrument relates.

16. TERMS FOR RIGHT OF CARRIAGE WAY (WHOLE OF LOT) NUMBERED 16 IN THE PLAN:

- (a) Subject to clause 16(b), a right of carriage way on the terms as set out in Part 1 of Schedule 4A of the *Conveyancing Act 1919* (as amended) is created.
- (b) The rights and obligations under the right of carriage way granted under clause 16(a) terminate on the date of dedication of the Easement Site or part of the Easement Site as Public Road (**Sunset Event**) and on and from that date the right of carriage way is extinguished without further assurance.
- (c) Upon satisfaction of the Sunset Event and upon request by the Grantor or the Grantee, the Grantor and the Grantee must do all things necessary including signing any plans and documents and procuring the consent of any party required to remove the record of the right of carriage way granted under clause 16(a) from the title to the Lot Burdened and the Lot Benefited.
- (d) In this clause 16:

Easement Site means the site of this right of carriage way on the Plan.

Grantor means the owner of a Lot Burdened.


Grantee means:

- (a) the owner of a Lot Benefited; and
- (b) an authority benefited.

Lot Benefited means a lot benefited by this easement.

Lot Burdened means a lot burdened by this easement.

Approved by Campbelltown City Council:


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(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....
affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 34 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
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Covered by 69/2024
Dated 15/11/2024

Plan means the plan of subdivision to which this instrument relates.

17. TERMS FOR EASEMENT FOR SERVICES (WHOLE OF LOT) NUMBERED 17 IN THE PLAN:

- (a) Subject to clause 17(b), an easement for services on the terms as set out in Part 11 of Schedule 8 of the *Conveyancing Act 1919* (as amended) is created.
- (b) The rights and obligations under the easement for services granted under clause 17(a) terminate on the date of dedication of the Easement Site or part of the Easement Site as Public Road (**Sunset Event**) and on and from that date the easement for services is extinguished without further assurance.
- (c) Upon satisfaction of the Sunset Event and upon request by the Grantor or the Grantee, the Grantor and the Grantee must do all things necessary including signing any plans and documents and procuring the consent of any party required to remove the record of the easement for services granted under clause 17(a) from the title to the Lot Burdened and the Lot Benefited.
- (d) In this clause 17:

Easement Site means the site of this easement on the Plan.

Grantor means the owner of a Lot Burdened.

Grantee means:

- (a) the owner of a Lot Benefited; and
- (b) an authority benefited.

Approved by Campbelltown City Council:



.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....

affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 35 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
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Dated 15/11/2024

Lot Benefited means a lot benefited by this easement.

Lot Burdened means a lot burdened by this easement.

Plan means the plan of subdivision to which this instrument relates.

**18. TERMS FOR EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E1B2)
NUMBERED 18 IN THE PLAN:**

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

**19. TERMS FOR EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E1B3)
NUMBERED 19 IN THE PLAN:**

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

**20. TERMS FOR RESTRICTION ON THE USE OF LAND (FLC) NUMBERED 20 IN
THE PLAN:**

No building shall be erected or shall be allowed to remain on the lot burdened unless the floor level of any habitable room is constructed not less than 300mm above the finished ground levels adjacent to those floor levels.

**Name of the Authority empowered to release, vary or modify the restriction
on the use of land (FLC) numbered 20 in the Plan**

Campbelltown City Council

Approved by Campbelltown City Council:



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(Authorised Officer)
Electronic signature of me,
Karl Okorn.....

affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 36 of 40 sheets)

Plan: **DP1242643**

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Dated 15/11/2024

21. TERMS FOR RESTRICTION ON THE USE OF LAND (SUR) NUMBERED 21 IN THE PLAN:

- (a) No excavation or alteration of surface levels in excess of 900mm shall be permitted to be carried out on the lot burdened after the Plan Date unless it is controlled by a laboratory registered with National Association of Testing Authorities (**NATA**).
- (b) No building shall be constructed on a lot burdened that has surface levels that have after the Plan Date been excavated or altered in excess of 900mm unless the footings and foundations of the building have been designed by a qualified civil/structural engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with NATA and approved by Campbelltown City Council.
- (c) In this clause 21, '**Plan Date**' means the date of registration of the plan of subdivision to which this instrument relates.

Name of the Authority empowered to release, vary or modify the restriction on the use of land (SUR) numbered 21 in the Plan

Campbelltown City Council

Approved by Campbelltown City Council:



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(Authorised Officer)
Electronic signature of me,
Karl Okorn.....

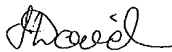
affixed by me, or at my
direction, 15/11/2024
on.....

(Sheet 37 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by
Dated

**Signed sealed and delivered for
Lendlease Communities (Figtree Hill)
Pty Limited ACN 605 278 331** by its
attorneys under power of attorney dated 26
May 2022, registered number 825 book
number 4798 in the presence of



Signature of witness

Electronic signature of me,

Tracey Davidson

affixed by me, or at my direction,

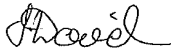
on 15/11/2024

Tracey Davidson

Name of witness (print)

International Towers, Sydney Exchange Place, 300
Barangaroo Avenue, Barangaroo NSW 2000

Address of Witness



Signature of witness

Electronic signature of me,

Tracey Davidson

affixed by me, or at my direction,

on 15/11/2024

Tracey Davidson

Name of witness (print)

International Towers, Sydney Exchange Place, 300
Barangaroo Avenue, Barangaroo NSW 2000

Address of Witness (print)



Signature of attorney 1

Electronic signature of me,

Brendan O'Brien

affixed by me, or at my direction,

on 15/11/2024

Brendan O'Brien, Head of NSW

Name of attorney and position (print)



Signature of attorney 2

Electronic signature of me,

Matt Paduch

affixed by me, or at my direction,

on 15/11/2024

Matt Paduch, Senior Development Manager

Name of attorney and position (print)

(Sheet 38 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by
Dated

**Signed sealed and delivered for
Lendlease Communities (Figtree Hill
No.3) Pty Limited ACN 614 296 294** by its
attorneys under power of attorney dated 26
May 2022, registered number 827 book
number 4798 in the presence of



Signature of witness
Electronic signature of me,


Tracey Davidson

affixed by me, or at my direction,
on...15/11/2024.....

Tracey Davidson
Name of witness (print)

International Towers, Sydney Exchange Place, 300
Barangaroo Avenue, Barangaroo NSW 2000

Address of Witness



Signature of witness
Electronic signature of me,
Tracey Davidson

affixed by me, or at my direction,
on...15/11/2024.....

Tracey Davidson
Name of witness (print)

International Towers, Sydney Exchange Place, 300
Barangaroo Avenue, Barangaroo NSW 2000

Address of Witness (print)



Signature of attorney 1
Electronic signature of me,

Brendan O'Brien

affixed by me, or at my direction,
on...15/11/2024.....

Brendan O'Brien, Head of NSW
Name of attorney and position (print)



Signature of attorney 2
Electronic signature of me,
Matt Paduch

affixed by me, or at my direction,
on...15/11/2024.....

Matt Paduch, Senior Development Manager
Name of attorney and position (print)

(Sheet 39 of 40 sheets)

Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
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Covered by
Dated

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

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

Signature of witness:



Digitally signed by
Natasha Issac
Date: 2024.11.06
15:47:31 +11'00'

Electronic signature of me,

Natasha Issac.....

affixed by me, or at my direction,

on 6/11/2024.....

Name of witness:

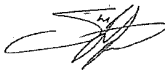
Natasha Issac

Address of witness:

c/- Endeavour Energy
Level 41, 8 Parramatta Square
10 Darcy Street
Parramatta NSW 2150

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

Signature of attorney:



Digitally signed
by Simon Lawton
Date: 06.11.2024

Electronic signature of me,

Simon Lawton, Strategic Property Manager

affixed by me, or at my direction,

on 6/11/2024.....

Name and position of attorney:

Simon Lawton, Strategic Property Manager

Power of attorney:

Book: 4825 No: 475

EE reference:

URS20449


(Sheet 40 of 40 sheets)

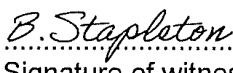
Plan: **DP1242643**

Plan of subdivision of Lot 1161 in
DP1242642 and easement affecting Lot 12
in DP1261146
Covered by 69/2024
Dated 15/11/2024

Executed on behalf of **Campbelltown
City Council** by its authorised delegate
pursuant to s.378 *Local Government Act*
1993 No 30

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


.....
Signature of delegate


.....
Signature of witness

Electronic signature of me,
Karl Okorn.....

Electronic signature of me,
Belinda Stapleton..

affixed by me, or at my direction,
on..15/11/2024.....

affixed by me, or at my direction,
on..15/11/2024.....

Karl Okorn.....
Name of delegate

Belinda Stapleton.....
Name of witness

91 Queen Street, Campbelltown NSW 2560
.....
Address of delegate

91 Queen Street, Campbelltown NSW 2560
.....
Address of witness

REGISTERED: 	21/11/2024
---	------------

1333

206.9
59' 35"

N 7°52'50"E 14.127'

PT 12

RM 15

S 7°23'30"W 434.11'

RM 4

(204.285)

DP 1261146

DIAGRAM 2 (NTS)

DP 1240836

PT 5

DP 1240836

Menangle Creek

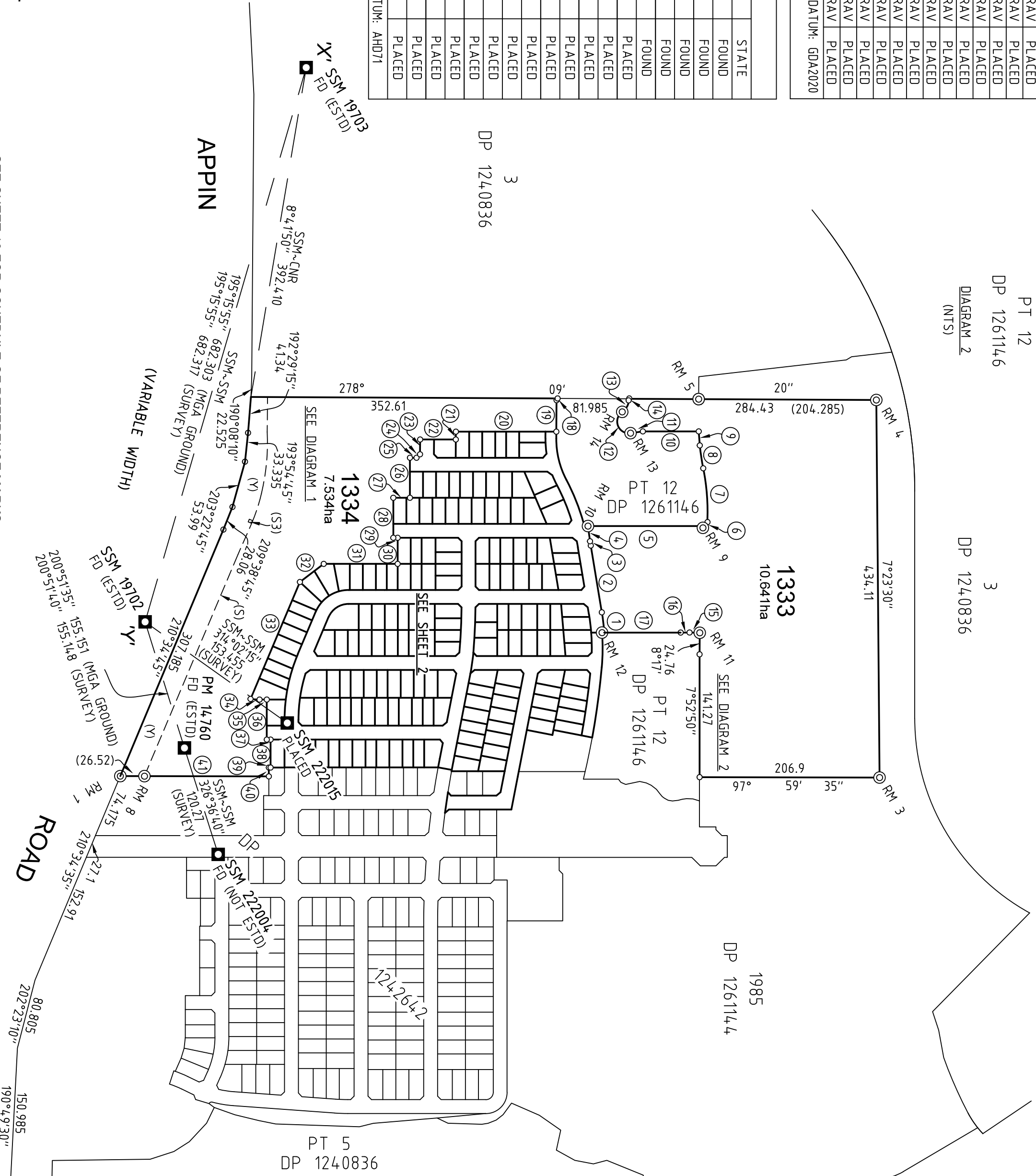
7300'

DP 1132471

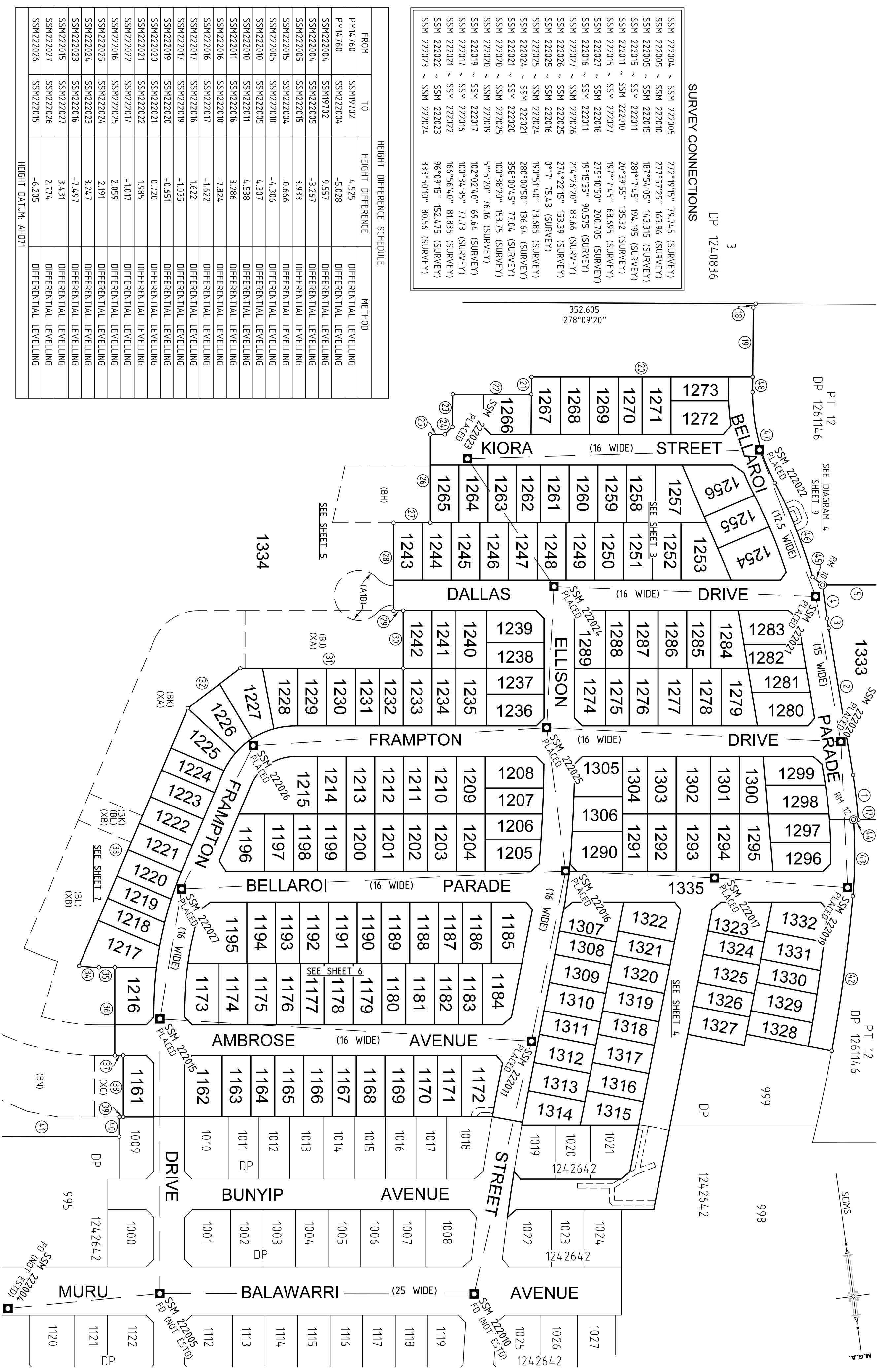
SCIMS

IT IS INTENDED TO DEDICATE THE FOLLOWING TO THE PUBLIC AS ROAD EXCEPT WHERE DENOTED AS NOT DEDICATED

- KIORA STREET
- BELLAROI PARADE (PART NOT DEDICATED)
- WINSLOW AVENUE
- FRAMPTON DRIVE
- AMBROSE AVENUE
- ELLISON STREET
- DALLAS DRIVE

[illegible]

Registered
21/11/2024



SURVEY CONNECTIONS		
SSM 222004 ~ SSM 222005	272°19'15" 79.745 (SURVEY)	
SSM 222005 ~ SSM 222010	277°57'25" 163.96 (SURVEY)	
SSM 222005 ~ SSM 222015	187°54'05" 143.315 (SURVEY)	
SSM 222015 ~ SSM 222011	281°17'45" 194.195 (SURVEY)	
SSM 222011 ~ SSM 222010	20°39'55" 135.32 (SURVEY)	
SSM 222015 ~ SSM 222027	197°17'45" 68.695 (SURVEY)	
SSM 222027 ~ SSM 222016	275°10'50" 200.705 (SURVEY)	
SSM 222016 ~ SSM 222011	19°15'35" 90.575 (SURVEY)	
SSM 222027 ~ SSM 222026	214°26'20" 83.66 (SURVEY)	
SSM 222026 ~ SSM 222025	274°22'15" 153.39 (SURVEY)	
SSM 222025 ~ SSM 222016	0°17' 75.43 (SURVEY)	
SSM 222025 ~ SSM 222024	190°51'40" 73.685 (SURVEY)	
SSM 222024 ~ SSM 222021	280°00'50" 136.64 (SURVEY)	
SSM 222021 ~ SSM 222020	358°00'45" 77.04 (SURVEY)	
SSM 222020 ~ SSM 222025	100°38'20" 153.75 (SURVEY)	
SSM 222020 ~ SSM 222019	5°15'20" 76.16 (SURVEY)	
SSM 222019 ~ SSM 222017	102°02'40" 69.64 (SURVEY)	
SSM 222017 ~ SSM 222016	100°34'35" 77.13 (SURVEY)	
SSM 222021 ~ SSM 222022	166°56'40" 81.835 (SURVEY)	
SSM 222022 ~ SSM 222023	96°09'15" 152.475 (SURVEY)	
SSM 222023 ~ SSM 222024	333°50'10" 80.56 (SURVEY)	

HEIGHT DIFFERENCE SCHEDULE		
FROM	TO	METHOD
PM14.760	SSM19.702	DIFFERENTIAL LEVELLING
PM14.760	SSM22.004	DIFFERENTIAL LEVELLING
SSM22.004	SSM19.702	DIFFERENTIAL LEVELLING
SSM22.004	SSM22.005	DIFFERENTIAL LEVELLING
SSM22.005	SSM22.015	DIFFERENTIAL LEVELLING
SSM22.015	SSM22.004	DIFFERENTIAL LEVELLING
SSM22.005	SSM22.2010	DIFFERENTIAL LEVELLING
SSM22.2010	SSM22.2011	DIFFERENTIAL LEVELLING
SSM22.2011	SSM22.2016	DIFFERENTIAL LEVELLING
SSM22.2016	SSM22.2010	DIFFERENTIAL LEVELLING
SSM22.2016	SSM22.2017	DIFFERENTIAL LEVELLING
SSM22.2017	SSM22.2016	DIFFERENTIAL LEVELLING
SSM22.2017	SSM22.2019	DIFFERENTIAL LEVELLING
SSM22.2019	SSM22.2020	DIFFERENTIAL LEVELLING
SSM22.2020	SSM22.2021	DIFFERENTIAL LEVELLING
SSM22.2021	SSM22.2022	DIFFERENTIAL LEVELLING
SSM22.2022	SSM22.2017	DIFFERENTIAL LEVELLING
SSM22.2016	SSM22.2025	DIFFERENTIAL LEVELLING
SSM22.2025	SSM22.2024	DIFFERENTIAL LEVELLING
SSM22.2024	SSM22.2023	DIFFERENTIAL LEVELLING
SSM22.2023	SSM22.2016	DIFFERENTIAL LEVELLING
SSM22.2015	SSM22.2027	DIFFERENTIAL LEVELLING
SSM22.2027	SSM22.2026	DIFFERENTIAL LEVELLING
SSM22.2026	SSM22.2015	DIFFERENTIAL LEVELLING

SEE SHEET 10 FOR SCHEDULE OF REFERENCE MARKS
SEE SHEET 11 FOR EASEMENT DESCRIPTIONS AND
SCHEDULE OF SHORT & CURVED LINES

SURVEYOR


Name: MATTHEW GRAHAM SMITH
Date of Survey: 17-08-2023
Surveyor's Reference: 43240 034DP
[PPN DP1242643]

PLAN OF SUBDIVISION OF LOT 1161 IN DP 1242642 AND
EASEMENT AFFECTING LOT 12 IN DP1261146

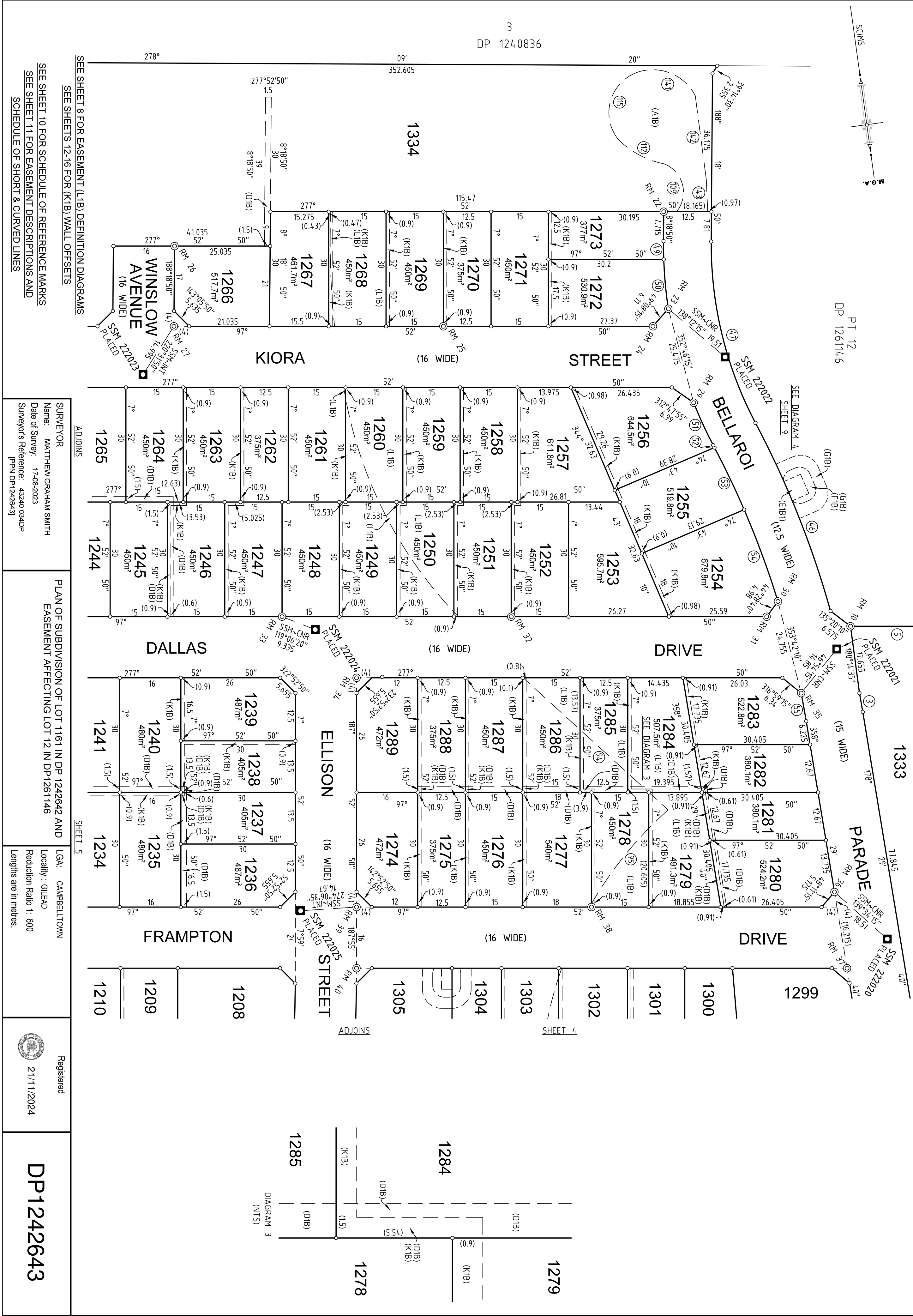
LGA: CAMPBELLTOWN

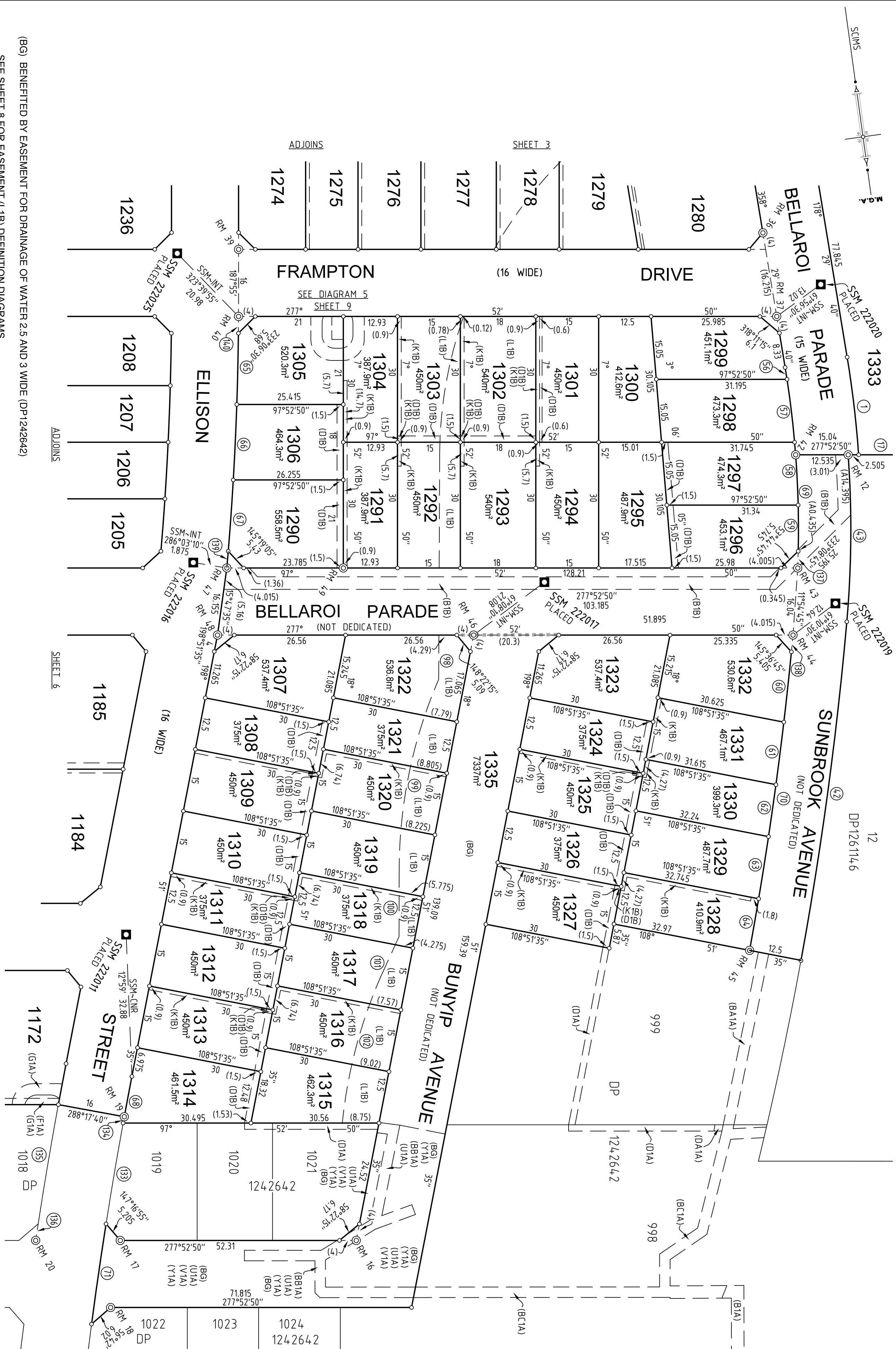
Locality: GILHEAD
Reduction Ratio 1: 1250
Lengths are in metres.

Registered

 21/11/2024

DP1242643





(BG) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 2.5 AND 3 WIDE (DP1242642)


SEE SHEET 8 FOR EASEMENT (L1B) DEFINITION DIAGRAMS

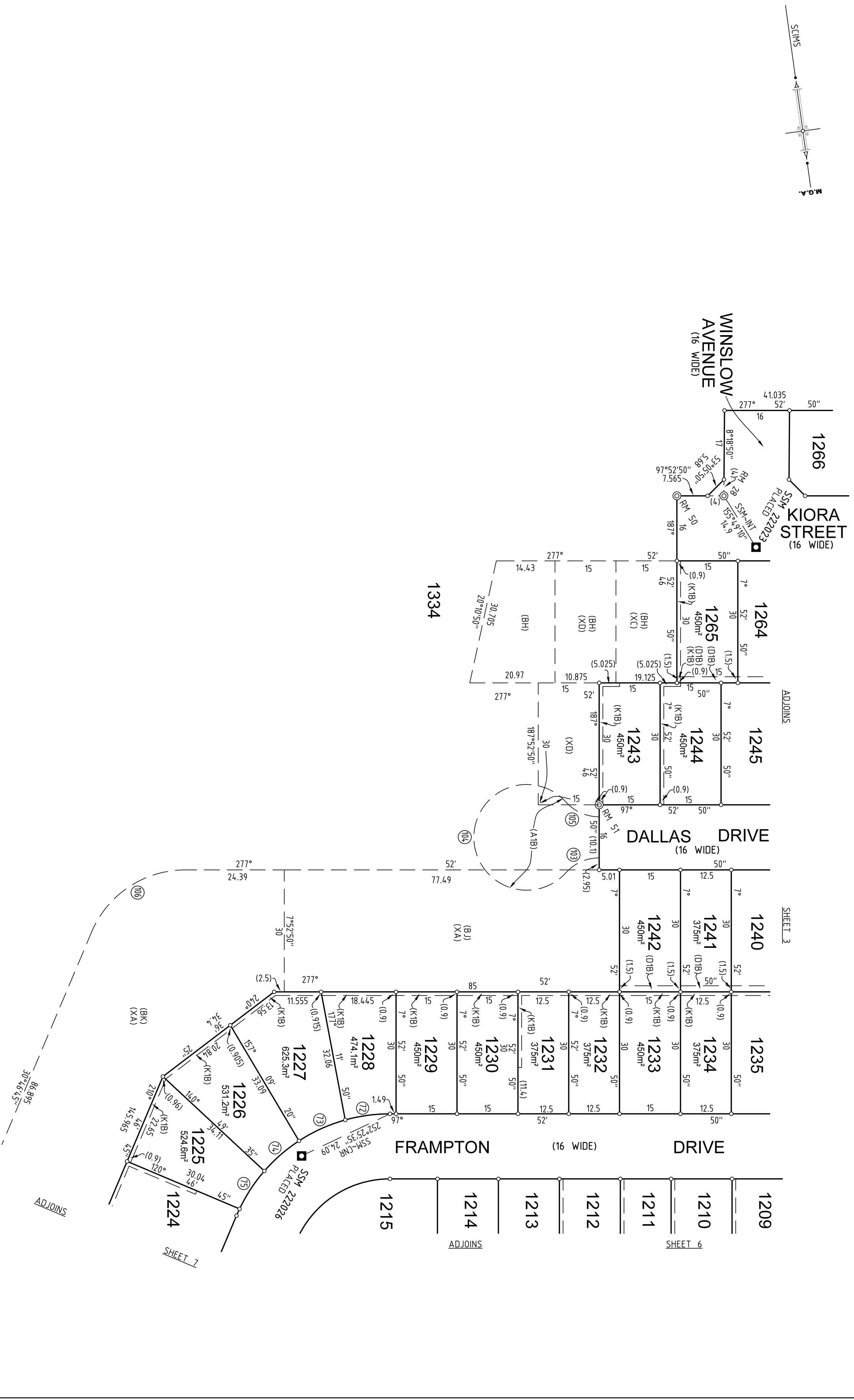
SEE SHEETS 12-16 FOR (K1B) WALL OFFSETS

SEE SHEET 10 FOR SCHEDULE OF REFERENCE MARKS

SEE SHEET 11 FOR EASEMENT DESCRIPTIONS AND

SCHEDULE OF SHORT & CURVED LINES

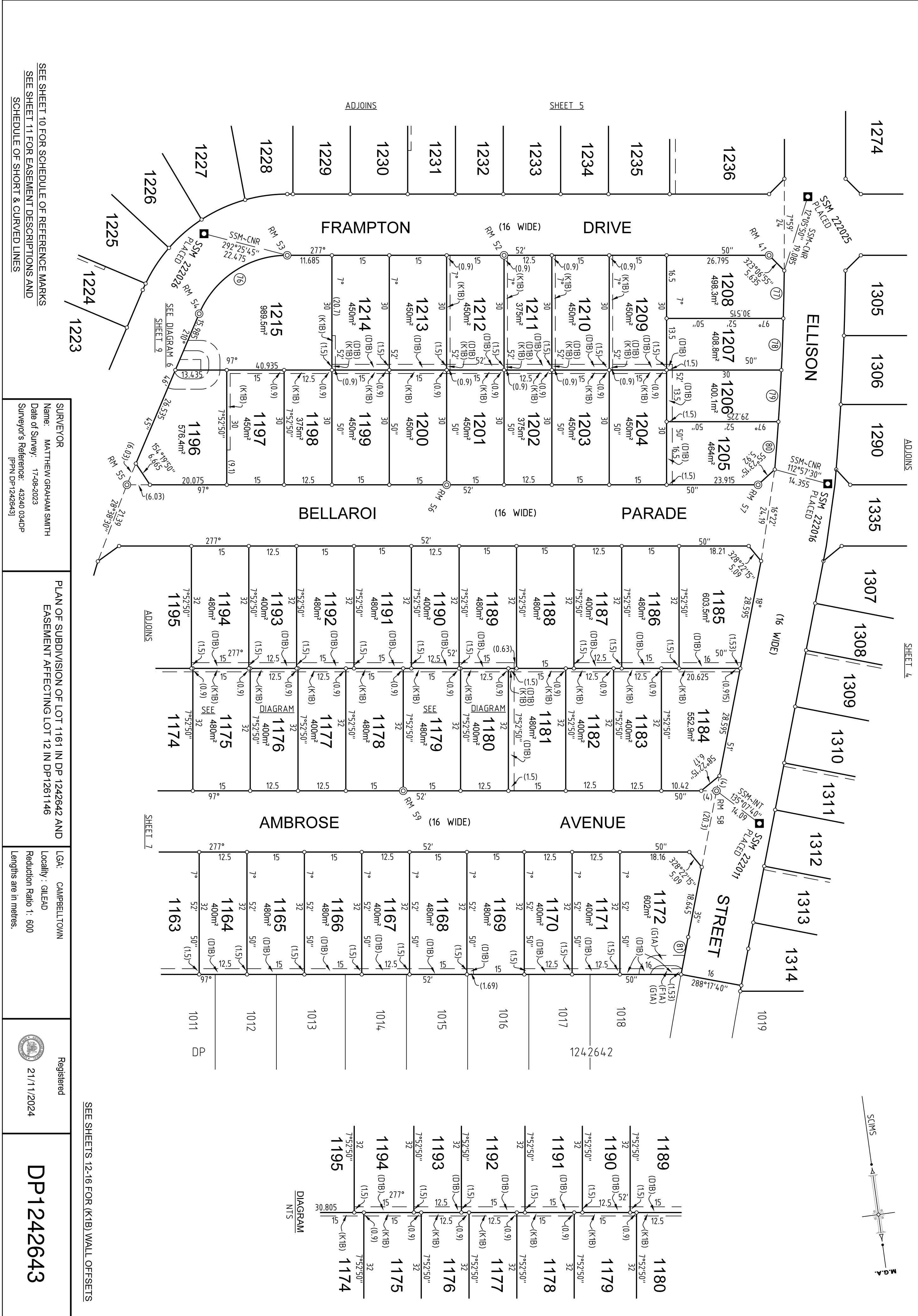
<p>SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 17-08-2023 Surveyor's Reference: 43240 034DP [PPN DP1242643]</p>	<p>PLAN OF SUBDIVISION OF LOT 1161 IN DP 1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146</p>	<p>LGA: CAMPBELLTOWN Locality : GILEAD Reduction Ratio : 600 Lengths are in metres.</p>	<p>Registered  21/1/2024</p>	<p>DP1242643</p>
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<div>SURVEYOR</div> <div>Name: MATTHEW GRAHAM SMITH</div> <div>Date of Survey: 17-08-2023</div> <div>Surveyor's Reference: 43240 034DP [PPN DP1242643]</div>	<div>PLAN OF SUBDIVISION OF LOT 1161 IN DP 1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146</div>	<div>LGA: CAMPBELLTOWN</div> <div>Locality: GILEAD</div> <div>Reduction Ratio 1: 600</div> <div>Lengths are in metres.</div>	<div>Registered</div> <div>21/1/2024</div>	<div>DP1242643</div>
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SEE SHEETS 12-16 FOR (K1B) WALL OFFSETS

SEE SHEET 10 FOR SCHEDULE OF REFERENCE MARKS
SEE SHEET 11 FOR EASEMENT DESCRIPTIONS AND
SCHEDULE OF SHORT & CURVED LINES



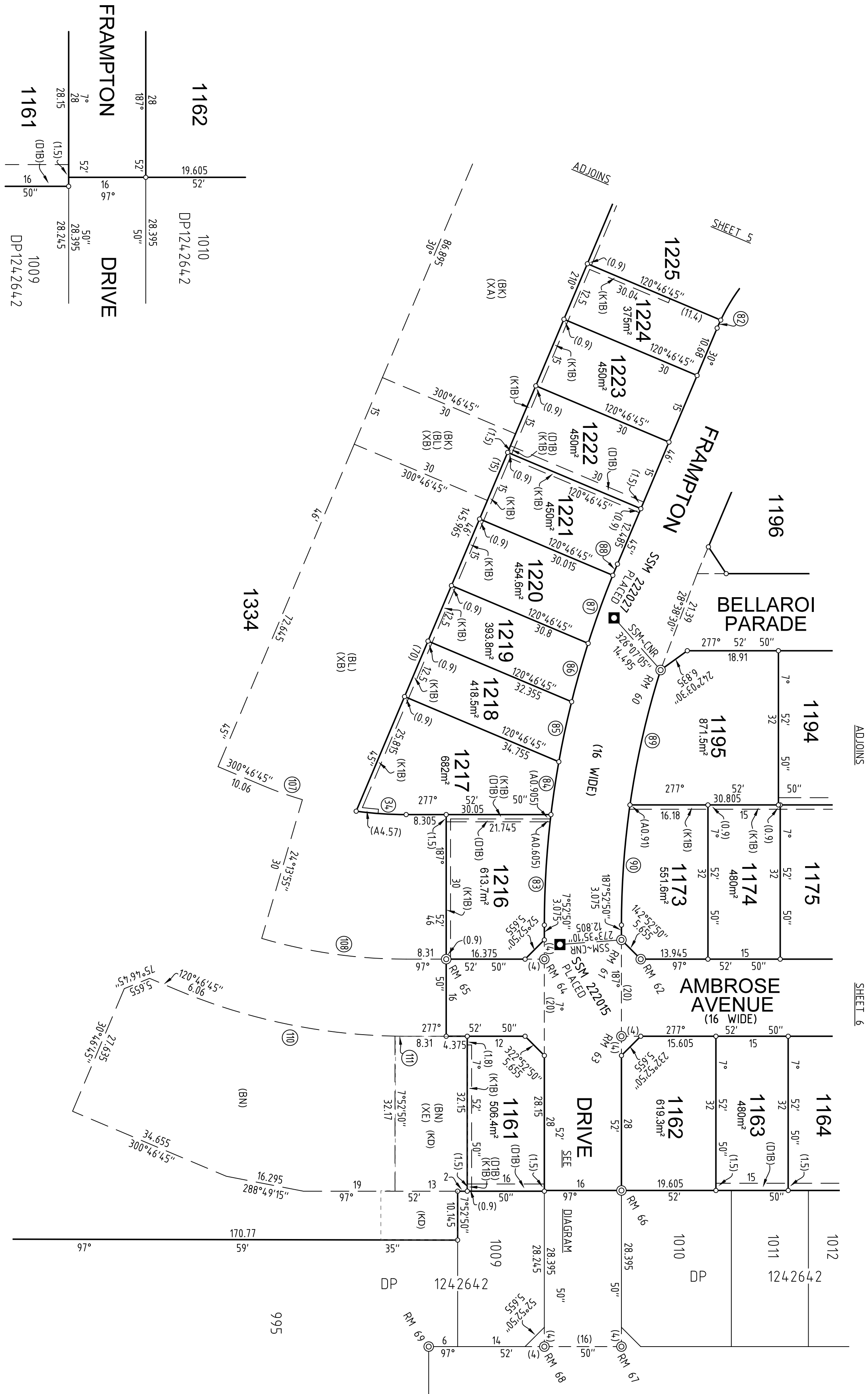



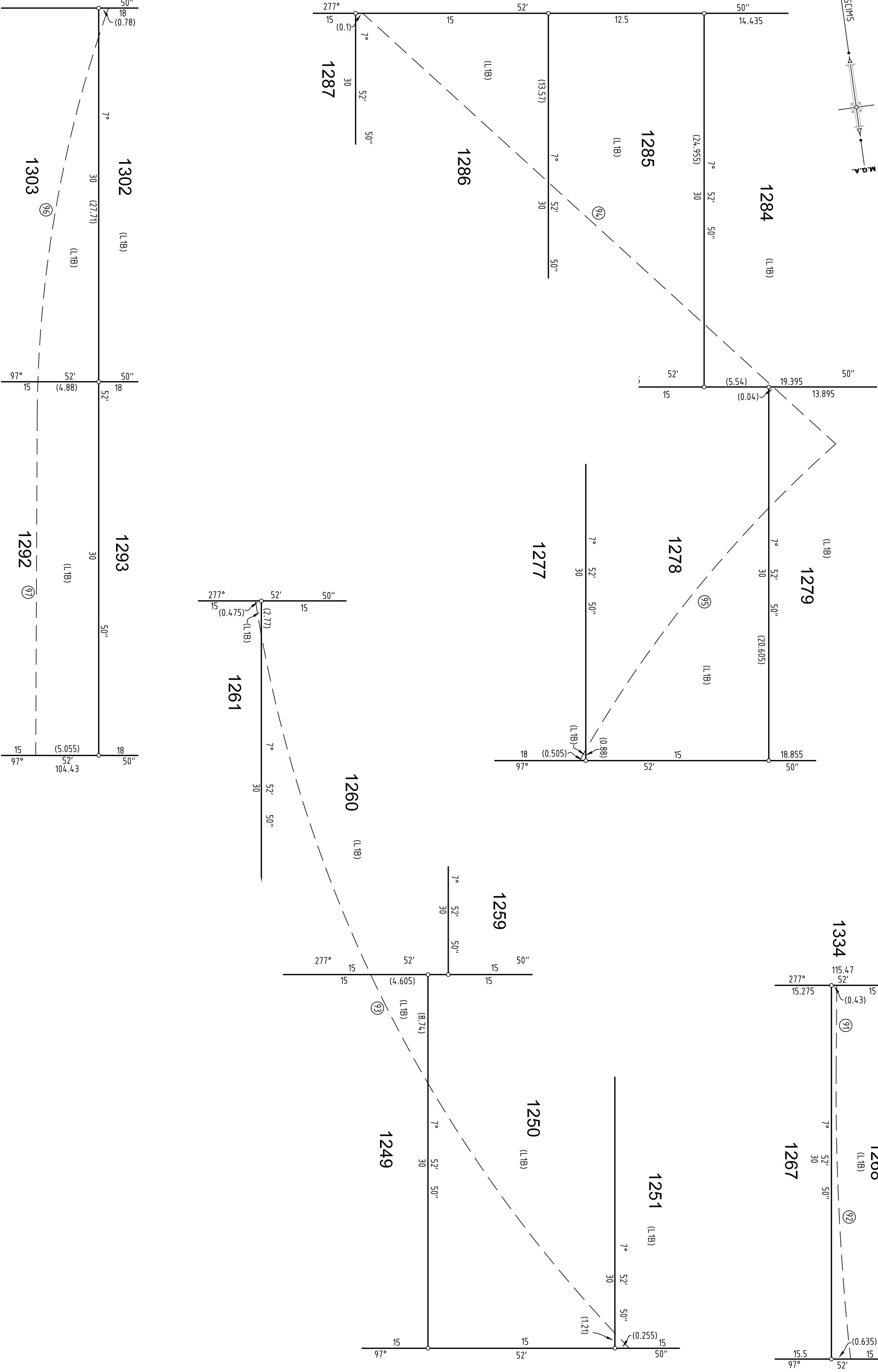
DIAGRAM
NTS

(KD) BENEFITED BY EASEMENT FOR RETAINING WALL 0.9 WIDE (DP1242642)

SEE SHEETS 12-16 FOR (K1B) WALL OFFSETS

<p>SURVEYOR</p> <p>Name: MATTHEW GRAHAM SMITH</p> <p>Date of Survey: 17-08-2023</p> <p>Surveyor's Reference: 43240 03ADP [PEN DP1242643]</p>	<p>PLAN OF SUBDIVISION OF LOT 1161 IN DP 1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146</p>	<p>LGA: CAMPBELLTOWN</p> <p>Locality : GLEND</p> <p>Reduction Ratio : 600</p> <p>Lengths are in metres.</p>	<p>Registered</p> <p> 21/1/2024</p>	<p>DP1242643</p>
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EASEMENT (L1B) DEFINITION DIAGRAMS



SEE SHEET 10 FOR SCHEDULE OF REFERENCE MARKS SEE SHEET 11 FOR EASEMENT DESCRIPTIONS AND SCHEDULE OF SHORT & CURVED LINES		SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 17-08-2023 Surveyor's Reference: 43240 034DP [PPN DP1242643]		PLAN OF SUBDIVISION OF LOT 1161 IN DP 1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146		LGA: CAMPBELLTOWN Locality: GILEAD Reduction Ratio 1: 200 Lengths are in metres.		Registered 21/1/2024		DP1242643	
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SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	210°54.4'	1.015	STAR PICKET FD (DP 1240836) PLACED BY (DP 1218887)
3	88°00'20"	3.445	STAR PICKET FD (DP 1218887)
4	358°45'	1.36	STAR PICKET FD (DP 1218887)
5	296°23'	2.06	GP FD (DP 1240836)
6	14.1°18'	2.6	GP FD (DP 1240836)
7	278°09'	1.065	CB FOUND (DP 537524)
8	277°59'35"	1.16	CB FOUND (DP 239388)
9	5°46.4'	0.995	GP FD (DP 1261146)
10	20°43'	1.02	GP FD (DP 1261146)
11	250°19'	1.0	GP FD (DP 1261146)
12	138°50'	1.0	GP FD (DP 1261146)
13	24.1°24.4'	20.26	GP FD (DP 1261146)
14	25°34.30"	12.61	GP FD (DP 1261146)
15	208°17'	13.75	GP FD (DP 1240836)
16	226°56'55"	9.32	DH&W FD (DP 1242642)
16	231°40'45"	22.895	DH&W FD (DP 1242642)
17	306°36'55"	7.42	DH&W FD (DP 1242642)
17	298°37'10"	16.91	DH&W FD (DP 1242642)
18	229°21'05"	12.98	DH&W FD (DP 1242642)
18	255°24.20"	19.165	DH&W FD (DP 1242642)
19	257°33'15"	3.835	DH&W FD (DP 1242642)
19	271°25'10"	13.12	DH&W FD (DP 1242642)
20	207°10'30"	2.985	DH&W FD (DP 1242642)
20	217°20'45"	14.445	DH&W FD (DP 1242642)
66	238°25'45"	4.08	DH&W FD (DP 1242642)
66	249°28'45"	14.26	DH&W FD (DP 1242642)
67	309°29'10"	3.47	DH&W FD (DP 1242642)
67	290°58'10"	13.09	DH&W FD (DP 1242642)
68	230°21'10"	4.315	DH&W FD (DP 1242642)
68	214.03'45"	14.14	DH&W FD (DP 1242642)
69	173°12'25"	3.435	DH&W FD (DP 1242642)
69	159°26'25"	14.31	DH&W FD (DP 1242642)

No.	BEARING	DISTANCE	MARK
24	-----	-----	DH&W PLACED
24	-----	-----	DH&W PLACED
22	127°51'30"	3.735	DH&W PLACED
22	109°11'	11.78	DH&W PLACED
23	16°29'20"	3.465	DH&W PLACED
23	99°09'4.0"	11.815	DH&W PLACED
24	186°44.20"	3.27	DH&W PLACED
24	185°07'15"	12.53	DH&W PLACED
25	184°4.155"	3.33	DH&W PLACED
25	195°39'20"	12.69	DH&W PLACED
26	268°50'55"	3.37	DH&W PLACED
26	270°38'15"	12.73	DH&W PLACED
27	153°36'20"	3.64	DH&W PLACED
27	172°42.20"	13.06	DH&W PLACED
28	106°29'40"	1.87	DH&W PLACED
28	165°46'35"	13.585	DH&W PLACED
29	104°4.2'10"	3.795	DH&W PLACED
29	90°14.10"	12.02	DH&W PLACED
30	79°30'25"	3.195	DH&W PLACED
30	59°38'05"	12.345	DH&W PLACED
31	114°21'40"	3.13	DH&W PLACED
31	110°55'05"	3.475	DH&W PLACED
32	113°19'10"	13.01	DH&W PLACED
32	192°30'20"	3.42	DH&W PLACED
33	212°59'10"	13.935	DH&W PLACED
34	228°26'55"	5.055	DH&W PLACED
34	241°4.1'35"	15.63	DH&W PLACED
35	29°4.7'	4.695	DH&W PLACED
35	89°32'05"	11.995	DH&W PLACED
36	114°14.10"	12.905	DH&W PLACED
37	96°46'4.0"	2.71	DH&W PLACED
37	95°11'10"	11.735	DH&W PLACED
38	181°26'15"	3.345	DH&W PLACED
38	204°05'40"	13.135	DH&W PLACED
39	325°27'4.5"	4.86	DH&W PLACED
39	312°12'55"	15.28	DH&W PLACED
40	245°16'20"	15.07	DH&W PLACED

No.	BEARING	DISTANCE	MARK
41	34.7°08'35"	3.615	DH&W PLACED
41	34.1°13'25"	14.08	DH&W PLACED
42	22°11'55"	9.885	DH&W PLACED
42	4.1°08'4.5"	18.325	DH&W PLACED
43	92°55'05"	2.3	DH&W PLACED
43	97°04.15"	11.66	DH&W PLACED
44	60°50'4.0"	1.435	DH&W PLACED
44	61°10'30"	12.64	SSM222019 PL
45	113°01'25"	3.33	DH&W PLACED
45	81°18'05"	12.98	DH&W PLACED
46	134°56'15"	2.415	DH&W PLACED
46	134°33'55"	13.965	DH&W PLACED
47	296°58'20"	3.455	DH&W PLACED
47	305°39'50"	13.75	DH&W PLACED
48	24.0°32'15"	5.03	DH&W PLACED
48	254°°33'15"	15.295	DH&W PLACED
49	24.3°53'10"	5.995	DH&W PLACED
49	227°04.35"	16.245	DH&W PLACED
50	199°54.45"	3.38	DH&W PLACED
50	171°57'40"	13.07	DH&W PLACED
51	179°51'30"	3.33	DH&W PLACED
51	160°50'55"	14.055	DH&W PLACED
52	5°36'05"	3.35	DH&W PLACED
52	7°10'45"	12.605	DH&W PLACED
53	27°36'30"	3.675	DH&W PLACED
53	14°51'55"	12.7	DH&W PLACED
54	281°55'	3.535	DH&W PLACED
54	307°40'10"	12.605	DH&W PLACED
55	2°15'40"	7.0	DH&W PLACED
55	331°55'	14.68	DH&W PLACED
56	173°02'10"	3.43	DH&W PLACED
56	173°11'05"	13.0	DH&W PLACED
57	239°42'35"	5.34	DH&W PLACED
57	225°12'05"	15.81	DH&W PLACED
58	24.3°36'25"	5.94	DH&W PLACED
58	226°20'55"	16.08	DH&W PLACED
59	179°59'50"	3.29	DH&W PLACED
59	179°27'20"	12.715	DH&W PLACED
60	308°30'50"	3.435	DH&W PLACED
60	285°10'	12.725	DH&W PLACED

No.	BEARING	DISTANCE	MARK
61	286°15'05"	3.355	DH&W PLACED
61	291°29'40"	12.97	DH&W PLACED
62	181°54'	3.28	DH&W PLACED
62	170°56'	13.145	DH&W PLACED
63	226°51'55"	5.225	DH&W PLACED
63	244°°29'35"	15.06	DH&W PLACED
64	234°°19'45"	4.755	DH&W PLACED
64	206°36'20"	13.37	DH&W PLACED
65	127°4.7'25"	6.685	DH&W PLACED
65	173°15'45"	13.025	DH&W PLACED

No.	BEARING	DISTANCE	MARK
24	-----	-----	DH&W PLACED
24	-----	-----	DH&W PLACED
22	127°51'30"	3.735	DH&W PLACED
22	109°11'	11.78	DH&W PLACED
23	16°29'20"	3.465	DH&W PLACED
23	99°09'4.0"	11.815	DH&W PLACED
24	186°44.20"	3.27	DH&W PLACED
24	185°07'15"	12.53	DH&W PLACED
25	184°4.155"	3.33	DH&W PLACED
25	195°39'20"	12.69	DH&W PLACED
26	268°50'55"	3.37	DH&W PLACED
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30	59°38'05"	12.345	DH&W PLACED
31	114°21'40"	3.13	DH&W PLACED
31	110°55'05"	3.475	DH&W PLACED
32	113°19'10"	13.01	DH&W PLACED
32	192°30'20"	3.42	DH&W PLACED
33	212°59'10"	13.935	DH&W PLACED
34	228°26'55"	5.055	DH&W PLACED
34	241°4.1'35"	15.63	DH&W PLACED
35	29°4.7'	4.695	DH&W PLACED
35	89°32'05"	11.995	DH&W PLACED
36	114°14.10"	12.905	DH&W PLACED
37	96°46'4.0"	2.71	DH&W PLACED
37	95°11'10"	11.735	DH&W PLACED
38	181°26'15"	3.345	DH&W PLACED
38	204°05'40"	13.135	DH&W PLACED
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39	312°12'55"	15.28	DH&W PLACED
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No.	BEARING	DISTANCE	MARK
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42	4.1°08'4.5"	18.325	DH&W PLACED
43	92°55'05"	2.3	DH&W PLACED
43	97°04.15"	11.66	DH&W PLACED
44	60°50'4.0"	1.435	DH&W PLACED
44	61°10'30"	12.64	SSM222019 PL
45	113°01'25"	3.33	DH&W PLACED
45	81°18'05"	12.98	DH&W PLACED
46	134°56'15"	2.415	DH&W PLACED
46	134°33'55"	13.965	DH&W PLACED
47	296°58'20"	3.455	DH&W PLACED
47	305°39'50"	13.75	DH&W PLACED
48	24.0°32'15"	5.03	DH&W PLACED
48	254°°33'15"	15.295	DH&W PLACED
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52	7°10'45"	12.605	DH&W PLACED
53	27°36'30"	3.675	DH&W PLACED
53	14°51'55"	12.7	DH&W PLACED
54	281°55'	3.535	DH&W PLACED
54	307°40'10"	12.605	DH&W PLACED
55	2°15'40"	7.0	DH&W PLACED
55	331°55'	14.68	DH&W PLACED
56	173°02'10"	3.43	DH&W PLACED
56	173°11'05"	13.0	DH&W PLACED
57	239°42'35"	5.34	DH&W PLACED
57	225°12'05"	15.81	DH&W PLACED
58	24.3°36'25"	5.94	DH&W PLACED
58	226°20'55"	16.08	DH&W PLACED
59	179°59'50"	3.29	DH&W PLACED
59	179°27'20"	12.715	DH&W PLACED
60	308°30'50"	3.435	DH&W PLACED
60	285°10'	12.725	DH&W PLACED

No.	BEARING	DISTANCE	MARK
24	-----	-----	DH&W PLACED
24	-----	-----	DH&W PLACED
22	127°51'30"	3.735	DH&W PLACED
22	109°11'	11.78	DH&W PLACED
23	16°29'20"	3.465	DH&W PLACED
23	99°09'4.0"	11.815	DH&W PLACED
24	186°44.20"	3.27	DH&W PLACED
24	185°07'15"	12.53	DH&W PLACED
25	184°4.155"	3.33	DH&W PLACED
25	195°39'20"	12.69	DH&W PLACED
26	268°50'55"	3.37	DH&W PLACED
26	270°38'15"	12.73	DH&W PLACED
27	153°36'20"	3.64	DH&W PLACED
27	172°42.20"	13.06	DH&W PLACED
28	106°29'40"	1.87	DH&W PLACED
28	165°46'35"	13.585	DH&W PLACED
29	104°4.2'10"	3.795	DH&W PLACED
29	90°14.10"	12.02	DH&W PLACED
30	79°30'25"	3.195	DH&W PLACED
30	59°38'05"	12.345	DH&W PLACED
31	114°21'40"	3.13	DH&W PLACED
31	110°55'05"	3.475	DH&W PLACED
32	113°19'10"	13.01	DH&W PLACED
32	192°30'20"	3.42	DH&W PLACED
33	212°59'10"	13.935	DH&W PLACED
34	228°26'55"	5.055	DH&W PLACED
34	241°4.1'35"	15.63	DH&W PLACED
35	29°4.7'	4.695	DH&W PLACED
35	89°32'05"	11.995	DH&W PLACED
36	114°14.10"	12.905	DH&W PLACED
37	96°46'4.0"	2.71	DH&W PLACED
37	95°11'10"	11.735	DH&W PLACED
38	181°26'15"	3.345	DH&W PLACED
38	204°05'40"	13.135	DH&W PLACED
39	325°27'4.5"	4.86	DH&W PLACED
39	312°12'55"	15.28	DH&W PLACED
40	245°16'20"	15.07	DH&W PLACED

No.	BEARING	DISTANCE	MARK
41	34.7°08'35"	3.615	DH&W PLACED
41	34.1°13'25"	14.08	DH&W PLACED
42	22°11'55"	9.885	DH&W PLACED
42	4.1°08'4.5"	18.325	DH&W PLACED
43	92°55'05"	2.3	DH&W PLACED
43	97°04.15"	11.66	DH&W PLACED
44	60°50'4.0"	1.435	DH&W PLACED
44	61°10'30"	12.64	SSM222019 PL
45	113°01'25"	3.33	DH&W PLACED
45	81°18'05"	12.98	DH&W PLACED
46	134°56'15"	2.415	DH&W PLACED
46	134°33'55"	13.965	DH&W PLACED
47	296°58'20"	3.455	DH&W PLACED
47	305°39'50"	13.75	DH&W PLACED
48	24.0°32'15"	5.03	DH&W PLACED
48	254°33'15"	15.295	DH&W PLACED
49	24.3°53'10"	5.995	DH&W PLACED
49	227°04.35"	16.245	DH&W PLACED
50	199°54.45"	3.38	DH&W PLACED
50	171°51'4.0"	13.07	DH&W PLACED
51	179°51'30"	3.33	DH&W PLACED
51	160°50'55"	14.055	DH&W PLACED
52	5°36'05"	3.35	DH&W PLACED
52	7°10'45"	12.605	DH&W PLACED
53	27°36'30"	3.615	DH&W PLACED
53	14.5°155"	12.7	DH&W PLACED
54	281°55"	3.555	DH&W PLACED
54	307°40'10"	12.605	DH&W PLACED
55	2°15'40"	7.0	DH&W PLACED
55	331°55"	14.68	DH&W PLACED
56	173°02'10"	3.43	DH&W PLACED
56	173°14'05"	13.0	DH&W PLACED
57	239°42'33"	5.34	DH&W PLACED
57	225°12'05"	15.81	DH&W PLACED
58	243°36'25"	5.94	DH&W PLACED
58	226°20'55"	16.08	DH&W PLACED
59	179°59'50"	3.29	DH&W PLACED
59	179°27'20"	12.715	DH&W PLACED
60	308°30'50"	3.435	DH&W PLACED
60	285°10"	12.725	DH&W PLACED

EASEMENT DESCRIPTIONS AND SCHEDULE OF SHORT & CURVED LINES

EASEMENT DESCRIPTIONS

SCHEDULE OF SHORT & CURVED LINES

EXISTING EASEMENTS:				
(S)	PROPOSED EASEMENT FOR SEWERAGE PURPOSES 3 WIDE			
	CENTERED OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION ONLY) (DP 1188670)			
(S3)	PROPOSED EASEMENT FOR SEWERAGE PURPOSES 3.3 WIDE (DP 1188670)			
	(B1A) EASEMENT FOR DRAINAGE OF WATER 2.5 & 3 WIDE (DP 1242642) (NO.2)			
(BA1A)	EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (DP 1242642) (NO.3)			
(B1A)	EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (DP 1242642) (NO.4)			
(BC1A)	EASEMENT FOR DRAINAGE OF WATER 2.5 & 3 WIDE (DP 1242642) (NO.5)			
(D1A)	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1242642) (NO.8)			
(D1A)	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1242642) (NO.9)			
(F1A)	RESTRICTION ON THE USE OF LAND (DP 1242642) (NO.11)			
(G1A)	RESTRICTION ON THE USE OF LAND (DP 1242642) (NO.12)			
(U1A)	EASEMENT FOR DRAINAGE OF WATER 16 WIDE & VARIABLE WIDTH (DP 1242642)			
(V1A)	RIGHT OF CARRIAGEWAY 16 WIDE & VARIABLE WIDTH (DP 1242642)			
NEW EASEMENTS:				
(A1B)	EASEMENT FOR TURNING HEAD VARIABLE WIDTH			
(B1B)	EASEMENT FOR DRAINAGE OF WATER 3 WIDE AND VARIABLE WIDTH			
(D1B)	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE			
(E1B1)	EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE			
(E1B2)	EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (NO.18)			
(E1B3)	EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (NO.19)			
(F1B)	RESTRICTION ON THE USE OF LAND(NO.4)			
(G1B)	RESTRICTION ON THE USE OF LAND(NO.5)			
(K1B)	EASEMENT FOR RETAINING WALL 0.9 WIDE			
(L1B)	RESTRICTION ON THE USE OF LAND (NO.7)			
×	EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) (WHOLE OF LOT 1355)			
×	RIGHT OF CARRIAGEWAY (WHOLE OF LOT) (WHOLE OF LOT 1355)			
×	RIGHT OF CARRIAGEWAY (WHOLE OF LOT) (WHOLE OF LOT 1355)			
×	EASEMENT FOR SERVICES (WHOLE OF LOT) (WHOLE OF LOT 1355)			
NOTES:				
(BH)	DENOTES PART LOT 1334 BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B)			
(B)	DENOTES PART LOT 1334 BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B)			
(BK)	DENOTES PART LOT 1334 BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B)			
(BL)	DENOTES PART LOT 1334 BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B)			
(BN)	DENOTES PART LOT 1334 BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B)			
(XA)	DENOTES PART LOT 1334 BENEFITED BY EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B)			
(XB)	DENOTES PART LOT 1334 BENEFITED BY EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B)			
(XC)	DENOTES PART LOT 1334 BENEFITED BY EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B)			
(XD)	DENOTES PART LOT 1334 BENEFITED BY EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B)			
(XE)	DENOTES PART LOT 1334 BENEFITED BY EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B)			

No.	BEARING	DISTANCE	ARC	RADIUS
1	181°09'20"	23.44	23.45	252.5
2	178°29'40"	77.845		
3	177°55'45"	4.99	4.99	252.5
4	180°14'35"	17.655		
5	97°52'50"	132.845		
6	54°36'50"	5.835		
7	183°40'35"	62.505	62.67	250
8	179°19'	26.59	26.605	270
9	3°33'05"	16.165		
10	97°52'50"	64.245		
11	90°02'55"	14.295		
12	166°32'20"	26.255	36.045	13.5
13	35°27'20"	16.665	17.325	18
14	7°52'50"	0.265		
15	99°15'20"	11.705		
16	97°36'15"	10.235		
17	97°52'50"	87.91		
18	39°14'30"	2.355		
19	188°18'50"	36.175		
20	277°52'50"	115.47		
21	8°18'50"	9		
22	277°52'50"	4.1035		
23	8°18'50"	17		
24	53°05'50"	5.68		
25	97°52'50"	7.565		
26	187°52'50"	4.6		
27	277°52'50"	19.125		
28	187°52'50"	4.6		
29	277°52'50"	5.01		
30	7°52'50"	30		
31	277°52'50"	85		
32	240°36'25"	34.4		
33	210°46'45"	14.5.965		
34	101°46'35"	10.395	10.405	76.5
35	277°52'50"	8.305		
36	187°52'50"	4.6		
37	277°52'50"	4.375		
38	7°52'50"	32.15		
39	97°52'50"	2		
40	7°52'50"	10.145		
41	97°59'35"	170.77		
42	195°35'10"	81.5	81.53	873.5
43	188°20'35"	39.825	39.865	250
44	277°52'50"	2.505		
45	135°20'10"	6.575		
46	166°06'40"	52.99	53.09	250
47	174°10'15"	48.87	49.37	100
48	188°18'50"	7.81		
49	7°05'45"	4.785	4.785	112.5
50	2°34'25"	12.96	12.97	112.5

No.	BEARING	DISTANCE	ARC	RADIUS
51	34.3°08'50"	12.25	12.255	112.5
52	34.0°06'35"	0.685	0.685	237.5
53	34.2°21'55"	18.015	18.02	237.5
54	34.7°37'40"	25.59	25.6	237.5
55	35.7°35'35"	7.48	7.48	237.5
56	35.8°50'30"	2.87	2.87	237.5
57	19°00'35"	15.11	15.11	237.5
58	4°38'45"	15.025	15.025	237.5
59	7°47'05"	11	11	237.5
60	14°01'35"	16.865	16.865	861
61	15°05'15"	15.035	15.035	861
62	16°00'15"	12.515	12.515	861
63	16°55'10"	15.01	15.01	861
64	17°50'05"	12.5	12.5	861
65	18°10'05"	17.005	17.005	725
66	19°33'05"	18.02	18.02	725
67	19°56'15"	17.045	17.045	725
68	198°32"	11.315	11.315	992
69	186°20'05"	23.01	23.015	237.5
70	195°51'30"	71.905	71.925	861
71	196°06"	24.165	24.165	992
72	90°05'30"	11.115	11.145	41
73	73°32'20"	12.495	12.545	41
74	56°51'20"	11.295	11.33	41
75	44°07'50"	11.14	11.17	41
76	24.4°19'50"	27.635	29.28	25
77	9°00'55"	12.5	12.505	709
78	10°03'55"	13.51	13.51	709
79	11°09'30"	13.52	13.52	709
80	12°12'40"	12.535	12.535	709
81	18°34'40"	9.94	9.94	1008
82	32°03'10"	1.82	1.82	41
83	11°18'05"	22.965	22.98	192.5
84	16°22'15"	11.085	11.085	192.5
85	19°54'55"	12.73	12.73	192.5
86	23°41'05"	12.595	12.6	192.5
87	27°47'45"	15.02	15.025	192.5
88	30°24'20"	2.515	2.515	192.5
89	200°39'50"	28.71	28.745	176.5
90	191°56'25"	24.985	25.005	176.5
91	8°18'15"	6.99		
92	5°00'10"	23.035	23.05	200
93	34.1°18'50"	67.085	68.145	111.165
94	320°12'35"	51.345		
95	4.6°50'40"	32.7	32.85	100
96	17°44'20"	33.375	33.535	100
97	8°08"	27.115		
98	8°08"	10.565		
99	19°36'45"	4.6.38	4.6.7	115
100	7°58'45"	15.93		

No.	BEARING	DISTANCE	ARC	RADIUS
101	32°23'30"	10.44		
102	22°37'25"	36.18	36.33	115.13
103	253°52"	8.955	9.22	11
104	187°52'50"	17.385	62.635	13
105	121°53'45"	8.955	9.22	11
106	64°19'50"	27.635	29.28	25
107	297°30'20"	8.74	8.745	76.5
108	106°03'20"	30.29	30.39	106.5
109	173°11'50"	12.95	15.085	8.005
110	289°52'20"	4.6.36	4.6.64	122.5
111	278°25'25"	2.32	2.32	122.5
112	125°55'35"	13.59	13.79	23.47
113	299°33"	7.07	7.855	5
114	29°33"	7.07	7.855	5
115	205°32'05"	18.65	22.01	11.225
116	42°43'25"	3.165	0.75	3.335
117	119°33"	4.245	4.715	3
118	209°33"	4.245	4.71	3
119	286°03"	3.15	3.315	3
120	232°52'50"	7.07	7.855	5
121	322°52'50"	7.07	7.855	5
122	173°48'35"	1.46	1.475	3
123	232°52'50"	4.245	4.71	3
124	322°52'50"	4.245	4.71	3
125	21°57'10"	1.46	1.475	3
126	142°52'50"	7.07	7.855	5
127	232°52'50"	7.07	7.855	5
128	289°22'45"	1.975	1.99	5
129	93°29'10"	0.46	0.46	3
130	142°52'50"	4.245	4.71	3
131	232°52'50"	4.245	4.71	3
132	311°33'35"	3.325	3.525	3
133	197°30'10"	24.39	24.39	992
134	18°15'05"	1.53	1.53	992
135	17°28'30"	28.845		1008
136	16°32'30"	4	4	1008
137	189°35'40"	4	4	237.5
138	13°19'50"	4.02	4.02	861
139	192°46'10"	4.015	4.015	725
140	188°20'15"	4	4	725
141	301°33'25"	15.86	17.175	12.52
142	0°24'25"	22.09		
143	5°14'50"	8.425		

SURVEYOR

Name: MATTHEW GRAHAM SMITH

Date of Survey: 17-08-2023

Surveyor's Reference: 43240 034DP

[PPN DP1242643]

PLAN OF SUBDIVISION OF LOT 1161 IN DP 1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146

LGA: CAMPBELLTOWN

Locality : GLEAD

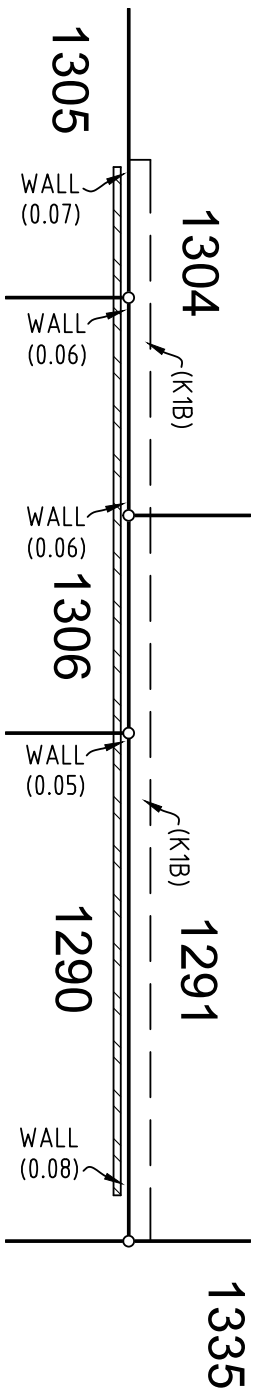
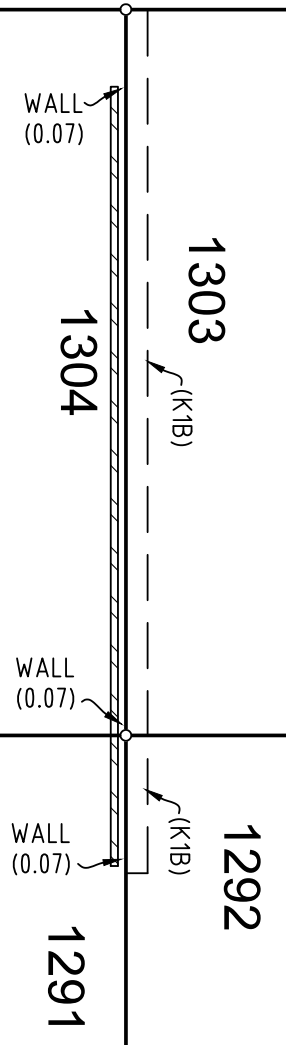
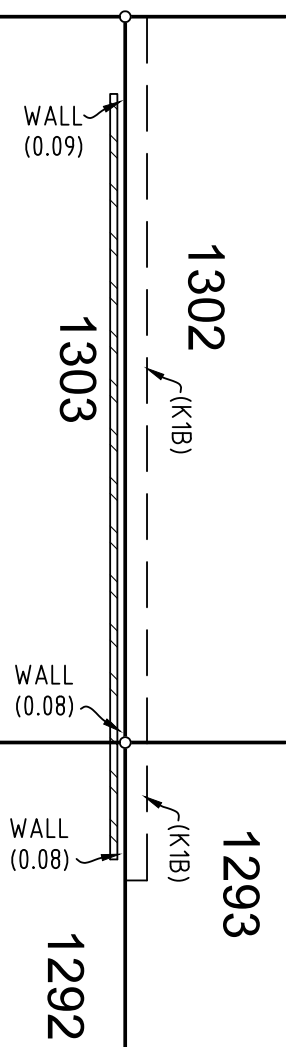
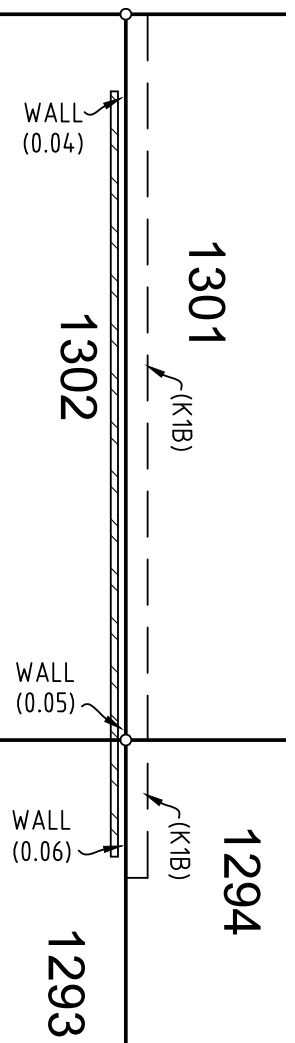
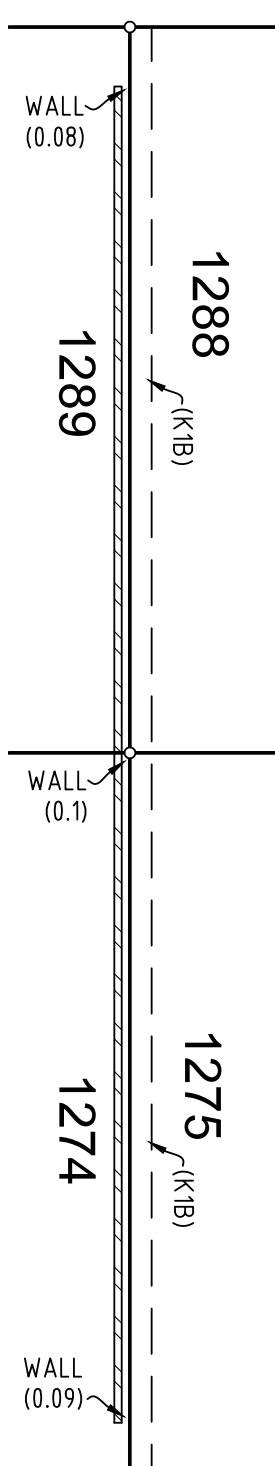
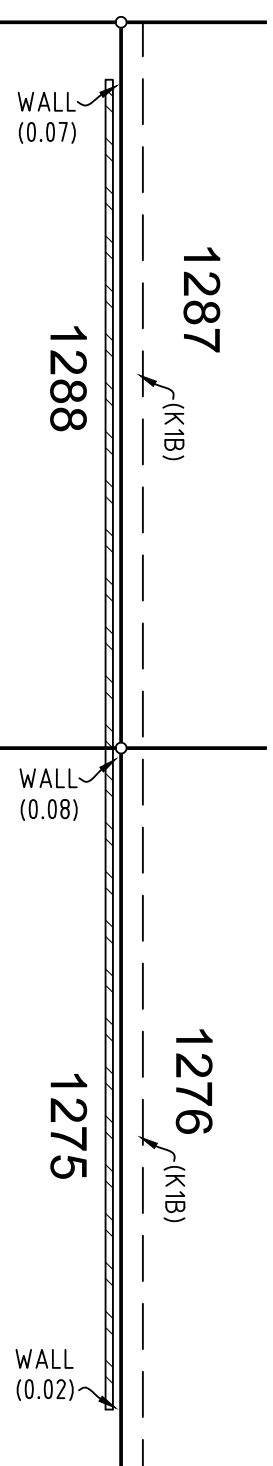
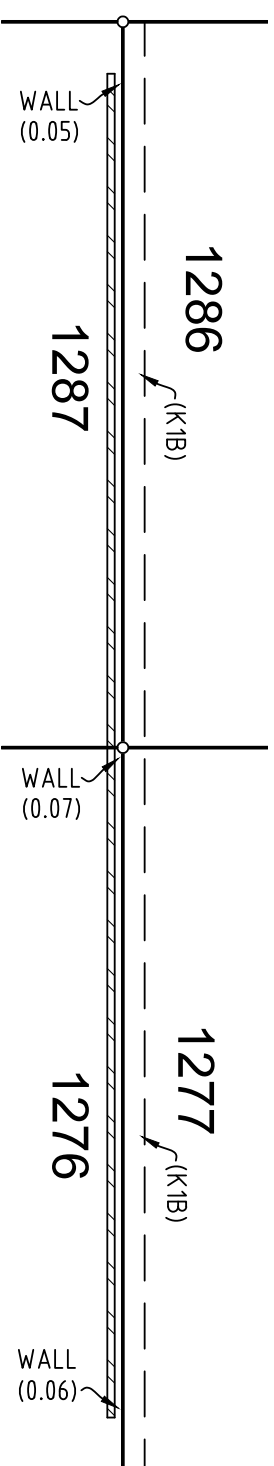
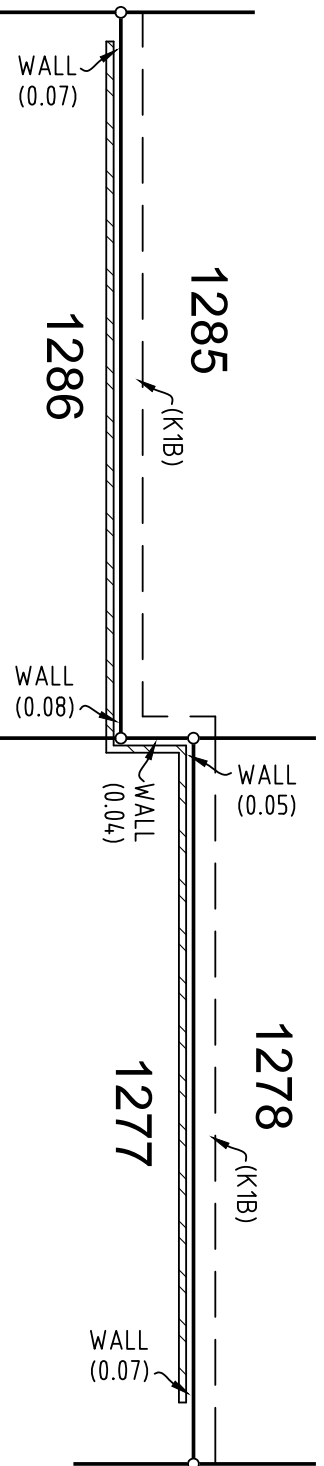
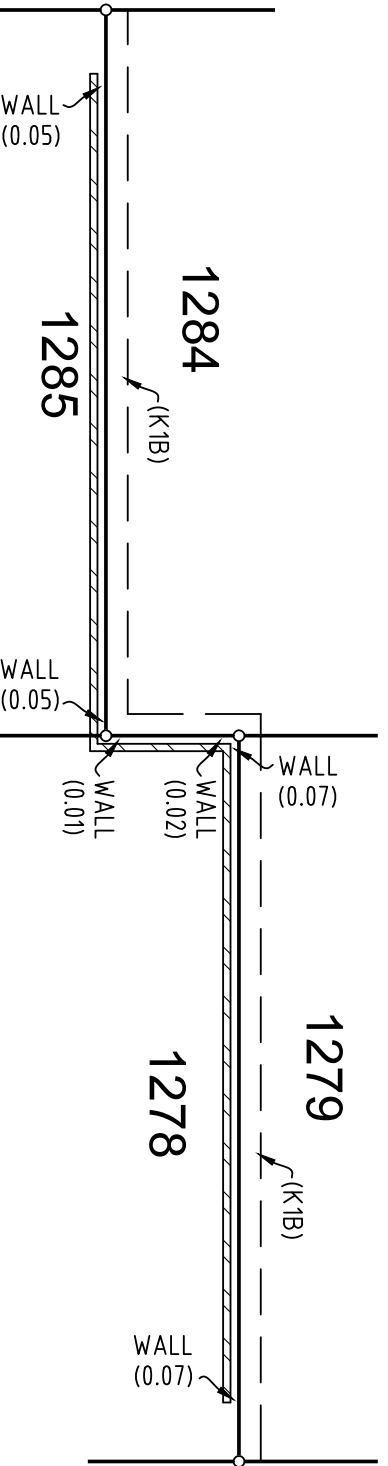
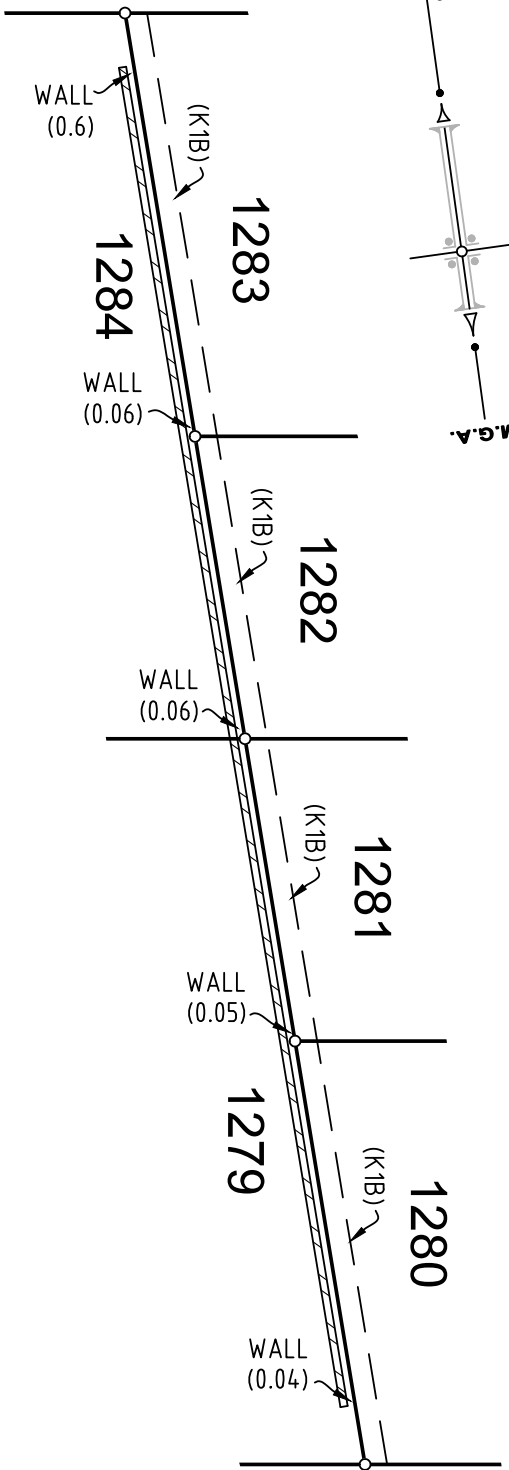
Reduction Ratio 1: N/A

Lengths are in metres.

Registered

21/1/2024

DP1242643



NOTE:
ALL WALLS SHOWN ARE CONCRETE PANEL AND METAL POST RETAINING WALLS 0.1 WIDE

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 17-08-2023
Surveyor's Reference: 43240 034DP
[PPN DP1242643]

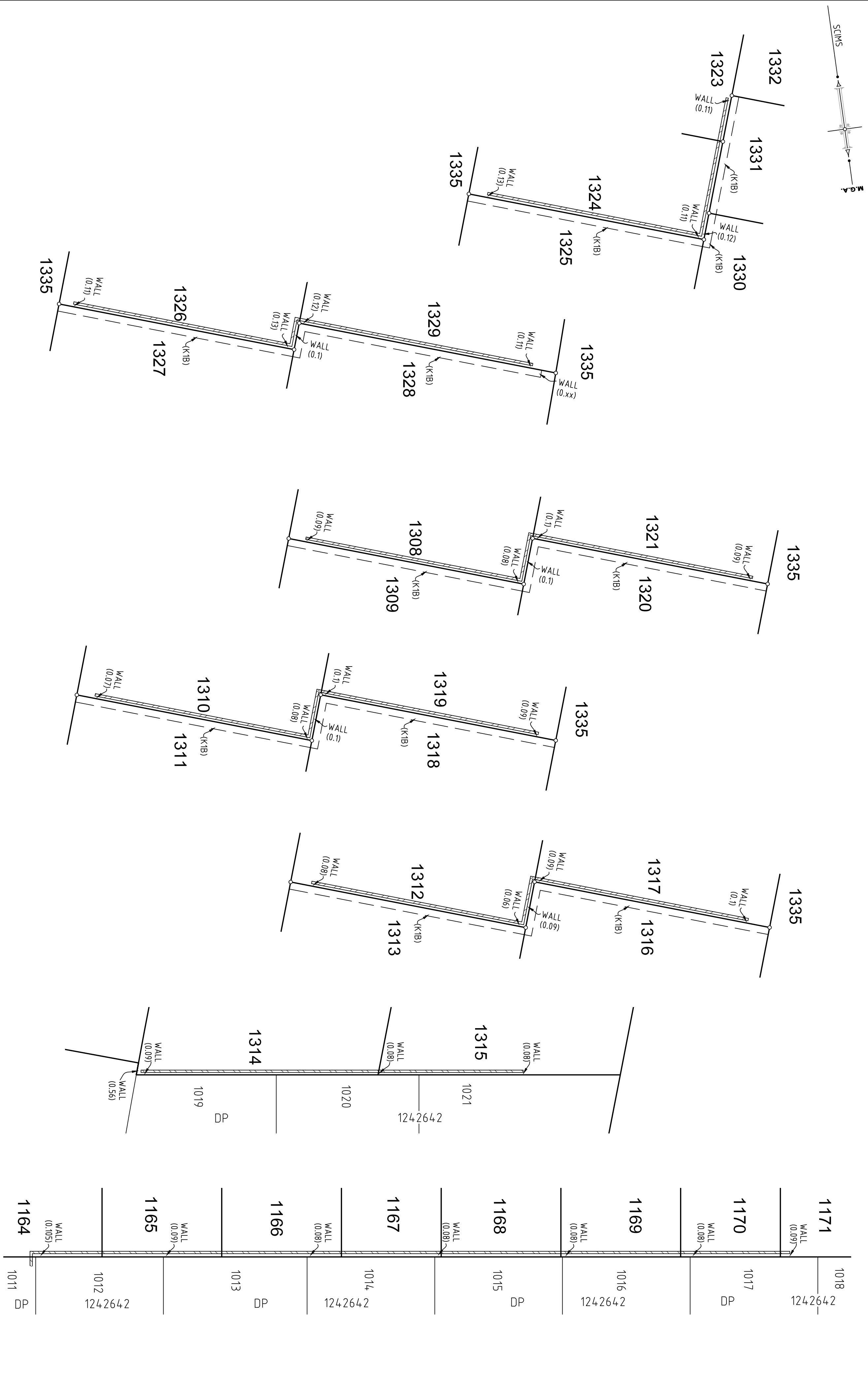
PLAN OF SUBDIVISION OF LOT 1161 IN DP 1242642 AND
EASEMENT AFFECTING LOT 12 IN DP1261146

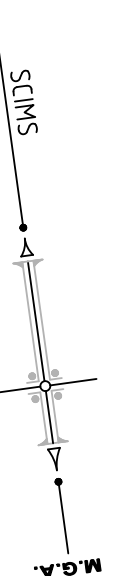
LGA: CAMPBELLTOWN
Locality : GILEAD
Reduction Ratio 1: 300
Lengths are in metres.



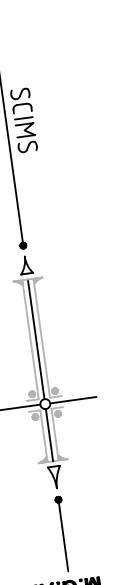
21/11/2024


DP1242643


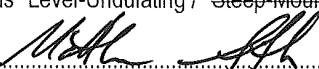
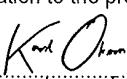





DP1242643



SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 17-08-2023 Surveyor's Reference: 43240 034DP [PPN DP1242643]	PLAN OF SUBDIVISION OF LOT 1161 IN DP 1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146	LG: CAMPBELLTOWN Locality : GILEAD Reduction Ratio : 300 Lengths are in metres.	Registered  21/11/2024	DP1242643
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PLAN FORM 6 (2020)		WARNING: Creasing or folding will lead to rejection	
DEPOSITED PLAN ADMINISTRATION SHEET			
Sheet 1 of 10 sheet(s)			
Office Use Only		Office Use Only	
Registered:  21/11/2024		DP1242643	
Title System: TORRENS			
PLAN OF SUBDIVISION OF LOT 1161 IN DP1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146		LGA: CAMPBELLTOWN Locality: GILEAD Parish: MENANGLE County: CUMBERLAND	
Survey Certificate I, MATTHEW GRAHAM SMITH of LTS LOCKLEY PO Box 564 St Leonards NSW 1590 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 17-08-2023, or *(b) The part of the land shown in the plan (*being/*excluding **.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 6-11-24 Surveyor Identification No: 8650 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
		Subdivision Certificate I, Karl Okorn *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Electronic signature of me, Karl Okorn affixed by me, on 15/11/2024 Registration number: Consent Authority: Campbelltown City Council Date of endorsement: 15/11/2024 Subdivision Certificate number: 69/2024 File number: 743/2018/DA-SW *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP238322 DP1065919 DP239388 DP1132471 DP537524 DP1188670 DP611552 DP1240836 DP632328 DP807555 DP717439 DP730136		Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. SEE SHEET 2 FOR INTENTION TO DEDICATE ROADS	
Surveyor's Reference: 43240 034DP [PPN DP1242643]		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 10 sheet(s)

 21/11/2024 Registered:		Office Use Only
PLAN OF SUBDIVISION OF LOT 1161 IN DP1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146		DP1242643
Subdivision Certificate number: 69/2024 Date of Endorsement: 15/11/2024		
		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

IT IS INTENDED TO DEDICATE THE FOLLOWING TO THE PUBLIC AS ROAD:

- KIORA STREET
- BELLAROI PARADE
- WINSLOW AVENUE
- DALLAS DRIVE
- FRAMPTON DRIVE
- AMBROSE AVENUE
- ELLISON STREET

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


1. EASEMENT FOR TURNING HEAD VARIABLE WIDTH (A1B)
2. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1B)
3. EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (E1B1)
4. RESTRICTION ON THE USE OF LAND (F1B)
5. RESTRICTION ON THE USE OF LAND (G1B)
6. EASEMENT FOR RETAINING WALL 0.9 WIDE (K1B)
7. RESTRICTION ON THE USE OF LAND (L1B)
8. RESTRICTION ON THE USE OF LAND (N1B)
9. RESTRICTION ON THE USE OF LAND (O1B)
10. RESTRICTION ON THE USE OF LAND (P1B)
11. RESTRICTION ON THE USE OF LAND (R1B)
12. RESTRICTION ON THE USE OF LAND (BEP)
13. EASEMENT FOR DRAINAGE OF WATER 3 WIDE AND VARIABLE WIDTH (B1B)
14. EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
15. RIGHT OF CARRIAGEWAY (WHOLE OF LOT)
16. RIGHT OF CARRIAGEWAY (WHOLE OF LOT)
17. EASEMENT FOR SERVICES (WHOLE OF LOT)
18. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E1B2)
19. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E1B3)
20. RESTRICTION ON THE USE OF LAND (FLC)
21. RESTRICTION ON THE USE OF LAND (SUR)

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

1. RIGHT OF CARRIAGEWAY 6 WIDE (BBA) (DP1261146)


If space is insufficient use additional annexure sheet

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 10 sheet(s)

<div> 21/11/2024</div> <div>Office Use Only</div>		<div>Office Use Only</div> <div><h1>DP1242643</h1></div>	
Registered:		<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
PLAN OF SUBDIVISION OF LOT 1161 IN DP1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146			
Subdivision Certificate number: 69/2024			
Date of Endorsement: 15/11/2024			


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1161	10	AMBROSE	AVENUE	GILEAD
1162	12	AMBROSE	AVENUE	GILEAD
1163	14	AMBROSE	AVENUE	GILEAD
1164	16	AMBROSE	AVENUE	GILEAD
1165	18	AMBROSE	AVENUE	GILEAD
1166	20	AMBROSE	AVENUE	GILEAD
1167	22	AMBROSE	AVENUE	GILEAD
1168	24	AMBROSE	AVENUE	GILEAD
1169	26	AMBROSE	AVENUE	GILEAD
1170	28	AMBROSE	AVENUE	GILEAD
1171	30	AMBROSE	AVENUE	GILEAD
1172	32	AMBROSE	AVENUE	GILEAD
1173	9	AMBROSE	AVENUE	GILEAD
1174	11	AMBROSE	AVENUE	GILEAD
1175	13	AMBROSE	AVENUE	GILEAD
1176	15	AMBROSE	AVENUE	GILEAD
1177	17	AMBROSE	AVENUE	GILEAD
1178	19	AMBROSE	AVENUE	GILEAD
1179	21	AMBROSE	AVENUE	GILEAD
1180	23	AMBROSE	AVENUE	GILEAD
1181	25	AMBROSE	AVENUE	GILEAD
1182	27	AMBROSE	AVENUE	GILEAD
1183	29	AMBROSE	AVENUE	GILEAD
1184	31	AMBROSE	AVENUE	GILEAD
1185	22	BELLAROI	PARADE	GILEAD
1186	20	BELLAROI	PARADE	GILEAD
1187	18	BELLAROI	PARADE	GILEAD
1188	16	BELLAROI	PARADE	GILEAD
1189	14	BELLAROI	PARADE	GILEAD
1190	12	BELLAROI	PARADE	GILEAD
1191	10	BELLAROI	PARADE	GILEAD
1192	8	BELLAROI	PARADE	GILEAD
1193	6	BELLAROI	PARADE	GILEAD
1194	4	BELLAROI	PARADE	GILEAD
1195	2	BELLAROI	PARADE	GILEAD
1196	1	BELLAROI	PARADE	GILEAD
1197	3	BELLAROI	PARADE	GILEAD

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 10 sheet(s)

 21/11/2024 Registered:		Office Use Only
PLAN OF SUBDIVISION OF LOT 1161 IN DP1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146		DP1242643
Subdivision Certificate number: ..69/2024..... Date of Endorsement: 15/11/2024		
		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1198	5	BELLAROI	PARADE	GILEAD
1199	7	BELLAROI	PARADE	GILEAD
1200	9	BELLAROI	PARADE	GILEAD
1201	11	BELLAROI	PARADE	GILEAD
1202	13	BELLAROI	PARADE	GILEAD
1203	15	BELLAROI	PARADE	GILEAD
1204	17	BELLAROI	PARADE	GILEAD
1205	16	ELLISON	STREET	GILEAD
1206	14	ELLISON	STREET	GILEAD
1207	12	ELLISON	STREET	GILEAD
1208	10	ELLISON	STREET	GILEAD
1209	17	FRAMPTON	DRIVE	GILEAD
1210	19	FRAMPTON	DRIVE	GILEAD
1211	21	FRAMPTON	DRIVE	GILEAD
1212	23	FRAMPTON	DRIVE	GILEAD
1213	25	FRAMPTON	DRIVE	GILEAD
1214	27	FRAMPTON	DRIVE	GILEAD
1215	29	FRAMPTON	DRIVE	GILEAD
1216	7	AMBROSE	AVENUE	GILEAD
1217	54	FRAMPTON	DRIVE	GILEAD
1218	52	FRAMPTON	DRIVE	GILEAD
1219	50	FRAMPTON	DRIVE	GILEAD
1220	48	FRAMPTON	DRIVE	GILEAD
1221	46	FRAMPTON	DRIVE	GILEAD
1222	44	FRAMPTON	DRIVE	GILEAD
1223	42	FRAMPTON	DRIVE	GILEAD
1224	40	FRAMPTON	DRIVE	GILEAD
1225	38	FRAMPTON	DRIVE	GILEAD
1226	36	FRAMPTON	DRIVE	GILEAD
1227	34	FRAMPTON	DRIVE	GILEAD
1228	32	FRAMPTON	DRIVE	GILEAD
1229	30	FRAMPTON	DRIVE	GILEAD
1230	28	FRAMPTON	DRIVE	GILEAD
1231	26	FRAMPTON	DRIVE	GILEAD
1232	24	FRAMPTON	DRIVE	GILEAD
1233	22	FRAMPTON	DRIVE	GILEAD

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 10 sheet(s)

 21/11/2024 Registered:		Office Use Only
PLAN OF SUBDIVISION OF LOT 1161 IN DP1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146		DP1242643
Subdivision Certificate number: 69/2024 Date of Endorsement: 15/11/2024		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1234	20	FRAMPTON	DRIVE	GILEAD
1235	18	FRAMPTON	DRIVE	GILEAD
1236	8	ELLISON	STREET	GILEAD
1237	6	ELLISON	STREET	GILEAD
1238	4	ELLISON	STREET	GILEAD
1239	2	ELLISON	STREET	GILEAD
1240	17	DALLAS	DRIVE	GILEAD
1241	19	DALLAS	DRIVE	GILEAD
1242	21	DALLAS	DRIVE	GILEAD
1243	24	DALLAS	DRIVE	GILEAD
1244	22	DALLAS	DRIVE	GILEAD
1245	20	DALLAS	DRIVE	GILEAD
1246	18	DALLAS	DRIVE	GILEAD
1247	16	DALLAS	DRIVE	GILEAD
1248	14	DALLAS	DRIVE	GILEAD
1249	12	DALLAS	DRIVE	GILEAD
1250	10	DALLAS	DRIVE	GILEAD
1251	8	DALLAS	DRIVE	GILEAD
1252	6	DALLAS	DRIVE	GILEAD
1253	4	DALLAS	DRIVE	GILEAD
1254	49	BELLAROI	PARADE	GILEAD
1255	51	BELLAROI	PARADE	GILEAD
1256	53	BELLAROI	PARADE	GILEAD
1257	3	KIORA	STREET	GILEAD
1258	5	KIORA	STREET	GILEAD
1259	7	KIORA	STREET	GILEAD
1260	9	KIORA	STREET	GILEAD
1261	11	KIORA	STREET	GILEAD
1262	13	KIORA	STREET	GILEAD
1263	15	KIORA	STREET	GILEAD
1264	17	KIORA	STREET	GILEAD
1265	19	KIORA	STREET	GILEAD
1266	1	WINSLOW	AVENUE	GILEAD
1267	12	KIORA	STREET	GILEAD
1268	10	KIORA	STREET	GILEAD
1269	8	KIORA	STREET	GILEAD

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 10 sheet(s)

 Registered: PLAN OF SUBDIVISION OF LOT 1161 IN DP1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146	Office Use Only DP1242643 This sheet is for the provision of the following information as required: <ul style="list-style-type: none">A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see 195D <i>Conveyancing Act 1919</i>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Office Use Only 21/11/2024 Subdivision Certificate number: 69/2024 Date of Endorsement: 15/11/2024	


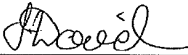
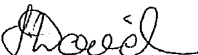


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1270	6	KIORA	STREET	GILEAD
1271	4	KIORA	STREET	GILEAD
1272	55	BELLAROI	PARADE	GILEAD
1273	57	BELLAROI	PARADE	GILEAD
1274	14	FRAMPTON	DRIVE	GILEAD
1275	12	FRAMPTON	DRIVE	GILEAD
1276	10	FRAMPTON	DRIVE	GILEAD
1277	8	FRAMPTON	DRIVE	GILEAD
1278	6	FRAMPTON	DRIVE	GILEAD
1279	4	FRAMPTON	DRIVE	GILEAD
1280	41	BELLAROI	PARADE	GILEAD
1281	43	BELLAROI	PARADE	GILEAD
1282	45	BELLAROI	PARADE	GILEAD
1283	47	BELLAROI	PARADE	GILEAD
1284	3	DALLAS	DRIVE	GILEAD
1285	5	DALLAS	DRIVE	GILEAD
1286	7	DALLAS	DRIVE	GILEAD
1287	9	DALLAS	DRIVE	GILEAD
1288	11	DALLAS	DRIVE	GILEAD
1289	13	DALLAS	DRIVE	GILEAD
1290	9	ELLISON	STREET	GILEAD
1291	23	BELLAROI	PARADE	GILEAD
1292	25	BELLAROI	PARADE	GILEAD
1293	27	BELLAROI	PARADE	GILEAD
1294	29	BELLAROI	PARADE	GILEAD
1295	31	BELLAROI	PARADE	GILEAD
1296	33	BELLAROI	PARADE	GILEAD
1297	35	BELLAROI	PARADE	GILEAD
1298	37	BELLAROI	PARADE	GILEAD
1299	39	BELLAROI	PARADE	GILEAD
1300	3	FRAMPTON	DRIVE	GILEAD
1301	5	FRAMPTON	DRIVE	GILEAD
1302	7	FRAMPTON	DRIVE	GILEAD
1303	9	FRAMPTON	DRIVE	GILEAD
1304	11	FRAMPTON	DRIVE	GILEAD
1305	5	ELLISON	STREET	GILEAD


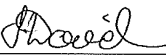

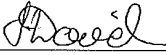
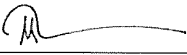
PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 10 sheet(s)

 21/11/2024 Registered:		Office Use Only
PLAN OF SUBDIVISION OF LOT 1161 IN DP1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146		DP1242643
Subdivision Certificate number: 69/2024 Date of Endorsement: 15/11/2024		
		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1306	7	ELLISON	STREET	GILEAD
1307	11	ELLISON	STREET	GILEAD
1308	13	ELLISON	STREET	GILEAD
1309	15	ELLISON	STREET	GILEAD
1310	17	ELLISON	STREET	GILEAD
1311	19	ELLISON	STREET	GILEAD
1312	21	ELLISON	STREET	GILEAD
1313	23	ELLISON	STREET	GILEAD
1314	25	ELLISON	STREET	GILEAD
1315	16	BUNYIP	AVENUE	GILEAD
1316	14	BUNYIP	AVENUE	GILEAD
1317	12	BUNYIP	AVENUE	GILEAD
1318	10	BUNYIP	AVENUE	GILEAD
1319	8	BUNYIP	AVENUE	GILEAD
1320	6	BUNYIP	AVENUE	GILEAD
1321	4	BUNYIP	AVENUE	GILEAD
1322	2	BUNYIP	AVENUE	GILEAD
1323	1	BUNYIP	AVENUE	GILEAD
1324	3	BUNYIP	AVENUE	GILEAD
1325	5	BUNYIP	AVENUE	GILEAD
1326	7	BUNYIP	AVENUE	GILEAD
1327	9	BUNYIP	AVENUE	GILEAD
1328	10	SUNBROOK	AVENUE	GILEAD
1329	8	SUNBROOK	AVENUE	GILEAD
1330	6	SUNBROOK	AVENUE	GILEAD
1331	4	SUNBROOK	AVENUE	GILEAD
1332	2	SUNBROOK	AVENUE	GILEAD
1333	38	BELLAROI	PARADE	GILEAD
1334	23	DALLAS	DRIVE	GILEAD
1335				GILEAD

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE


PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 8 of 10 sheet(s)	
<div>Registered:  21/11/2024</div> <div>PLAN OF SUBDIVISION OF LOT 1161 IN DP1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146</div> <div>Subdivision Certificate number: 69/2024 Date of Endorsement: 15/11/2024</div>		Office Use Only		Office Use Only	
				DP1242643	
				This sheet is for the provision of the following information as required:	
				<ul style="list-style-type: none">A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see 195D <i>Conveyancing Act 1919</i>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
<div><div><div>Signed sealed and delivered for Lendlease Communities (Figtree Hill) Pty Limited ACN 605 278 331 by its attorneys under power of attorney dated 26 May 2022, registered number 827 book number 4798 in the presence of</div><div> Signature of witness</div><div>Electronic signature of me, Tracey Davidson affixed by me, or at my direction, on 15/11/2024</div><div>Tracey Davidson Name of witness (print)</div><div>International Towers, Sydney Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 Address of Witness (print)</div><div> Signature of witness</div><div>Electronic signature of me, Tracey Davidson affixed by me, or at my direction, on 15/11/2024</div><div>Tracey Davidson Name of witness (print)</div><div>International Towers, Sydney Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 Address of Witness (print)</div></div><div><div> Signature of attorney 1</div><div>Electronic signature of me, Brendan O'Brien affixed by me, or at my direction, on 15/11/2024</div><div>Brendan O'Brien, Head of NSW Name of attorney and position (print)</div></div><div><div> Signature of attorney 2</div><div>Electronic signature of me, Matt Paduch affixed by me, or at my direction, on 15/11/2024</div><div>Matt Paduch, Senior Development Manager Name of attorney and position (print)</div></div></div>					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 43240 034DP [PPN DP1242643]					

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 9 of 10 sheet(s)	
<div>Registered:<div>21/11/2024</div></div>		Office Use Only		Office Use Only	
<div>PLAN OF SUBDIVISION OF LOT 1161 IN DP1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146</div>		<div>DP1242643</div>			
<div>Subdivision Certificate number: 69/2024</div> <div>Date of Endorsement: 15/11/2024</div>		<div>This sheet is for the provision of the following information as required:</div> <div><ul style="list-style-type: none">A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see 195D <i>Conveyancing Act 1919</i>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</div>			
<div><div><div>Signed sealed and delivered for Lendlease Communities (Figtree Hill No.3) Pty Limited ACN 614 296 294 by its attorneys under power of attorney dated 26 May 2022, registered number 827 book number 4798 in the presence of</div><div><div></div><div>Signature of witness</div><div>Electronic signature of me, Tracey Davidson affixed by me, or at my direction, on 15/11/2024</div><div>Tracey Davidson</div><div>Name of witness (print)</div><div>International Towers, Sydney Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000</div><div>Address of Witness (print)</div></div><div><div></div><div>Signature of attorney 1</div><div>Electronic signature of me, Brendan O'Brien affixed by me, or at my direction, on 15/11/2024</div><div>Brendan O'Brien, Head of NSW</div><div>Name of attorney and position (print)</div></div></div><div><div><div></div><div>Signature of witness</div><div>Electronic signature of me, Tracey Davidson affixed by me, or at my direction, on 15/11/2024</div><div>Tracey Davidson</div><div>Name of witness (print)</div><div>International Towers, Sydney Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000</div><div>Address of Witness (print)</div></div><div><div></div><div>Signature of attorney 2</div><div>Electronic signature of me, Matt Paduch affixed by me, or at my direction, on 15/11/2024</div><div>Matt Paduch, Senior Development Manager</div><div>Name of attorney and position (print)</div></div></div></div>					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 43240 034DP [PPN DP1242643]					

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 10 of 10 sheet(s)


 21/11/2024 Registered: PLAN OF SUBDIVISION OF LOT 1161 IN DP1242642 AND EASEMENT AFFECTING LOT 12 IN DP1261146 Subdivision Certificate number: 69/2024 Date of Endorsement: 15/11/2024	Office Use Only DP1242643 This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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Campbelltown City Council by its
authorised delegate pursuant to s.377 Local
Government Act 1993 No 30 378


.....
Signature of delegate
Electronic signature of me,
Karl Okorn affixed by me, on 15/11/2024
Karl Okorn
.....
Name of delegate

91 Queen Street, Campbelltown NSW 2560
.....
Address of delegate

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


.....
Signature of witness
Electronic signature of me, Belinda Stapleton
affixed by me, on 15/11/2024
Belinda Stapleton
.....
Name of witness

91 Queen Street, Campbelltown NSW 2560
.....
Address of witness

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 18 sheets)

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646
Covered by 10/2025
Dated 16/05/2025


Full name and address of the owner of the land:

SRCP (Figtree Hill) Pty Ltd ACN 673 056 749
Level 25 133 Castlereagh Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1.	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1E)	1435 1436 1437 1438 1439 1442 1443 1444 1445	1436, 1437, 1438, 1439, 1440 1437, 1438, 1439, 1440 1438, 1439, 1440 1439, 1440 1440 1441 1441, 1442 1441, 1442, 1443 1441, 1442, 1443, 1444

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....
affixed by me, or at my
direction, on
16/05/2025
.....

Stage 1E

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646
Covered by 10/2025
Dated 16/05/2025

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1E) CONTINUED	1446 1447 1448 1457 1458 1461 1462 1466 1467 1468 1469	1441, 1442, 1443, 1444, 1445 1441, 1442, 1443, 1444, 1445, 1446 1441, 1442, 1443, 1444, 1445, 1446, 1447 1458, 1459 1459 1460 1460, 1461 1467, 1468, 1469, 1470 1468, 1469, 1470 1469, 1470 1470
2.	EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E1E)	1471	Epsilon Distribution Ministerial Holding Corporation
3.	RESTRICTION ON THE USE OF LAND (F1E)	Part Lots 1449 and 1471	Epsilon Distribution Ministerial Holding Corporation

Approved by Campbelltown City Council:


.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....
affixed by me, or at my
direction, on
16/05/2025
.....

(Sheet 3 of 18 sheets)

Plan: **DP1242647**Plan of Subdivision of Lot 1436 in
DP1242646

Covered by 10/2025

Dated 16/05/2025

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
4.	RESTRICTION ON THE USE OF LAND (G1E)	Part Lots 1449 and 1471	Epsilon Distribution Ministerial Holding Corporation
5.	EASEMENT FOR RETAINING WALL 0.9 WIDE (K1E)	1457 1458 1459 1463 1464 1465 1466 1467 1468 1469 1471	1458 1459 1460, 1461 1461, 1462 1459, 1463 1466 1467 1468 1469 1470 1466
6.	RESTRICTION ON THE USE OF LAND (N1E)	1435-1456 inclusive and 1458-1470 inclusive	Campbelltown City Council
7.	RESTRICTION ON THE USE OF LAND (W1E)	1435-1470 inclusive	Campbelltown City Council
8.	RESTRICTION ON THE USE OF LAND (P1E)	1435-1470 inclusive	Every other lot 1435-1470 inclusive

Approved by Campbelltown City Council:



 (Authorised Officer)
 Electronic signature of me,
Karl Okorn

 affixed by me, or at my
 direction, on

16/05/2025

Stage 1E

(Sheet 4 of 18 sheets)

Plan: **DP1242647**Plan of Subdivision of Lot 1436 in
DP1242646

Covered by 10/2025

Dated 16/05/2025

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
9.	RESTRICTION ON THE USE OF LAND (Q1E)	1435-1470 inclusive	Campbelltown City Council
10.	RESTRICTION ON THE USE OF LAND (R1E)	1449-1456 inclusive	Campbelltown City Council
11.	POSITIVE COVENANT (S1E)	1449-1456 inclusive	Campbelltown City Council
12.	RESTRICTION ON THE USE OF LAND (L1E)	Part Lots 1449-1456 inclusive	Campbelltown City Council
13.	RESTRICTION ON THE USE OF LAND (BEP)	1435-1470 inclusive	Campbelltown City Council
14.	RESTRICTION ON THE USE OF LAND (FLC)	1459, 1463, 1464	Campbelltown City Council
15.	RESTRICTION ON THE USE OF LAND (SUR)	1435 -1470 inclusive	Campbelltown City Council

Approved by Campbelltown City Council:

.....
(Authorised Officer)
Electronic signature of me,**Karl Okorn**
.....
affixed by me, or at my
direction, on**16/05/2025**
.....

Stage 1E

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

(Sheet 5 of 18 sheets)

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646
Covered by 10/2025
Dated 16/05/2025

Full name and address of the owner of the land:

SRCP (Figtree Hill) Pty Ltd ACN 673
056 749
Level 25 133 Castlereagh Street
Sydney NSW 2000

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	PART (A1BZ) OF EASEMENT FOR TURNING HEAD VARIABLE WIDTH (A1B) (DP1242643)	1436/1242646	Campbelltown City Council

Approved by Campbelltown City Council:



.....
(Authorised Officer)
Electronic signature of me,
Karl Okorn
.....
affixed by me, or at my
direction, on
16/05/2025
.....

Stage 1E

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

(Sheet 6 of 18 sheets)

Plan: DP1242647

Plan of Subdivision of Lot 1436 in
DP1242646

Covered by 10/2025

Dated 16/05/2025

Full name and address of the owner of the land:

SRCP (Figtree Hill) Pty Ltd ACN 673
056 749
Level 25 133 Castlereagh Street
Sydney NSW 2000

Part 2 (Terms)

1. TERMS FOR EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1E) NUMBERED 1 IN THE PLAN:

An easement for drainage of water on the terms as set out in Part 8 of Schedule 8 of the *Conveyancing Act 1919* (as amended) is created.

Name of the Authority whose consent is required to release, vary or modify the Easement (D1E) numbered 1 in the Plan

Campbelltown City Council

2. TERMS FOR EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E1E) NUMBERED 2 IN THE PLAN:

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

3. TERMS FOR RESTRICTION ON THE USE OF LAND (F1E) NUMBERED 3 IN THE PLAN:

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

Name of Authority empowered to release, vary or modify the restriction on the use of land (F1E) numbered 3 in the Plan:

Epsilon Distribution Ministerial Holding Corporation

Approved by Campbelltown City Council:



(Authorised Officer)
Electronic signature of me,

Karl Okorn

affixed by me, or at my
direction, on

16/05/2025

Stage 1E

Plan: DP1242647Plan of Subdivision of Lot 1436 in
DP1242646

Covered by 10/2025

Dated 16/05/2025

4. TERMS FOR RESTRICTION ON THE USE OF LAND (G1E) NUMBERED 4 IN THE PLAN:

The terms set out in Section 9 of Memorandum AR578978 are incorporated into this document.

Name of Authority empowered to release, vary or modify the restriction on the use of land (G1E) numbered 4 in the Plan:

Epsilon Distribution Ministerial Holding Corporation

5. TERMS FOR EASEMENT FOR RETAINING WALL 0.9 WIDE (K1E) NUMBERED 5 IN THE PLAN:

(a) In this clause 5:

- (i) **Common Boundary** means a boundary shared by the lot burdened and the lot benefited.
- (ii) **Footings** means the footings of the Retaining Wall.
- (iii) **Owner** means a person who is entitled to an estate or interest in possession in a lot.
- (iv) **Retaining Wall** means the retaining wall on or adjacent to the Common Boundary.

(b) The Owner of the lot benefited:

- (i) may insist the Footings and any part of the Retaining Wall that are located within the Easement Site on the lot burdened remain;
- (ii) must keep the Footings and Retaining Wall in good repair and safe condition; and
- (iii) may do anything reasonably necessary for that purpose including:
 - (A) entering the lot burdened;
 - (B) taking anything onto the lot burdened; and
 - (C) carrying out work.

(c) The Owner of the lot benefited, in exercising its rights under this easement must:

- (i) ensure all work is done properly;

Stage 1E

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Thomas Fehon
affixed by me, or at my
direction, on
19/05/2025

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646
Covered by 10/2025
Dated 16/05/2025

- (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (iii) restore the lot burdened as nearly as practicable to its former condition;
- (iv) make good any collateral damage.
- (d) Except when urgent work is required, the Owner of the lot benefited must:
 - (i) give the Owner of the lot burdened reasonable notice of intention to enter the lot burdened; and
 - (ii) only enter the lot burdened during times reasonably agreed with the owner of the lot burdened.
- (e) The Owner of the lot burdened grants to the Owner of the lot benefited a right of support over that part of the lot burdened containing the Easement Site for the purposes of supporting the Retaining Wall.
- (f) The Owner of the lot burdened must:
 - (i) not do anything which will detract from the support of the Retaining Wall; and
 - (ii) allow the Owner of the lot benefited to enter that part of the lot burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to the Retaining Wall including to ensure the support of the Retaining Wall and the lot benefited is maintained.

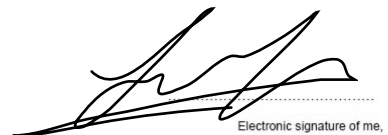
Name of the Authority whose consent is required to release, vary or modify the Easement (K1E) numbered 5 in the Plan

Campbelltown City Council

6. TERMS FOR RESTRICTION ON THE USE OF LAND (N1E) NUMBERED 6 IN THE PLAN:

No building is to be constructed on the lot burdened which has been filled above its natural or previously excavated level unless the footings and foundations of the building have been designed by a qualified civil/structural engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Campbelltown City Council.

Stage 1E


Electronic signature of me,
Thomas Fehon
affixed by me, or at my
direction, on
19/05/2025

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646

Covered by 10/2025

Dated 16/05/2025


**Name of the Authority empowered to release, vary or modify the Restriction
on the Use of Land (N1E) numbered 6 in the Plan**

Campbelltown City Council

**7. TERMS FOR RESTRICTION ON THE USE OF LAND (W1E) NUMBERED 7 IN
THE PLAN:**

- (a) The lot burdened must not be used for any purpose other than as a site for Residential Purposes.
- (b) No residential dwelling is permitted to be constructed on the lot burdened unless the residential dwelling and any ancillary landscaping and fencing complies with:
 - (i) the Design Guidelines; and
 - (ii) any other conditions required by any relevant consent authority.
- (c) The lot burdened must not be subdivided other than whilst Stockland is the owner.
- (d) The Owner must not, without the consent of Stockland, lease or transfer the lot burdened until the later of:
 - (i) the date an Occupation Certificate is issued; and
 - (ii) the date of completion of the landscaping and fencing on the lot burdened in compliance with the Design Guidelines,unless such transfer was made by an executor of the will or the administrator of the estate of the Owner to a person entitled to the lot burdened under the will or upon the intestacy of the Owner.
- (e) This restriction on the use of land:
 - (i) does not apply to any lot burdened whilst Stockland is the Owner or appointed developer of that lot; and
 - (ii) expires and has no further force or effect from the Date of Compliance.
- (f) In this clause 7:
 - (i) **Design Guidelines** means the 'Figtree Hill Design Essentials' and ancillary building envelope plan which regulate building and ancillary

Stage 1E


Electronic signature of me,
Thomas Fehon
affixed by me, or at my
direction, on
19/05/2025

Plan: **DP1242647**Plan of Subdivision of Lot 1436 in
DP1242646

Covered by 10/2025

Dated 16/05/2025

landscaping work within the Figtree Hill Development provided by Stockland as may be varied from time to time.

(ii) **Date of Compliance** means the later of:

- (A) the date an Occupation Certificate is issued;
- (B) the date of completion of the landscaping and fencing on the lot burdened in compliance with the Design Guidelines; and
- (C) the date that is 3 years after the date on which Stockland no longer owns any land within the Figtree Hill Development.

(iii) **Figtree Hill Development** means the development known as "Figtree Hill" comprised in Lot 1 in Deposited Plan 1240836, and Lot 61 in Deposited Plan 752042 or any future lots created from the subdivision of these parcels.

(iv) **Stockland** means SRCP (Figtree Hill) Pty Ltd ACN 673 056 749.

(v) **Occupation Certificate** means the final occupation certificate issued by the consent authority under Part 6 of the *Environmental Planning and Assessment Act 1979 (NSW)* for the whole of the residential dwelling constructed on the lot burdened.

(vi) **Owner** means a person who is entitled to an estate or interest in possession in a lot.

(vii) **Residential Purposes** means the purposes permitted under the Campbelltown Local Environmental Plan 2015, as amended or varied.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (W1E) numbered 7 in the Plan

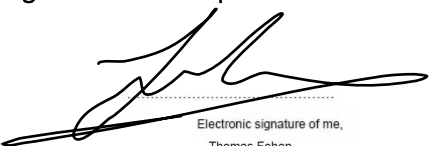
SRCP (Figtree Hill) Pty Ltd ACN 673 056 749 whilst it owns any lot or any part of any lot in the registered plan and for a period of two (2) years thereafter, and after that time Campbelltown City Council.

8. TERMS FOR RESTRICTION ON THE USE OF LAND (P1E) NUMBERED 8 IN THE PLAN:

- (a) No dividing fencing shall be erected on the lot burdened unless it is erected without cost to Stockland, its successors and assigns other than purchases on sale.

Stage 1E

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Electronic signature of me,
Thomas Fehon
affixed by me, or at my
direction, on
19/05/2025

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646
Covered by 10/2025
Dated 16/05/2025

- (b) For the purposes of this clause 8, **Stockland** means SRCP (Figtree Hill) Pty Ltd ACN 673 056 749.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (P1E) numbered 8 in the Plan

SRCP (Figtree Hill) Pty Ltd ACN 673 056 749 whilst it owns any lot or any part of any lot in the registered plan and for a period of two (2) years thereafter, and after that time Campbelltown City Council.

9. TERMS FOR RESTRICTION ON THE USE OF LAND (Q1E) NUMBERED 9 IN THE PLAN:

- (a) No building shall be erected on the lot burdened unless it complies with the construction requirements contained in the Acoustic Report.
- (b) In this clause 9, '**Acoustic Report**' means the document named 'Lendlease Communities – Gilead Estate Subdivision Stage 1 DA – Acoustics Assessment' dated May 2018 prepared by WSP Australia Pty Ltd.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (Q1E) numbered 9 in the Plan

Campbelltown City Council

10. TERMS FOR RESTRICTION ON THE USE OF LAND (R1E) NUMBERED 10 IN THE PLAN:

- (a) No means of vehicular access to or from any part of Appin Road is permitted to be constructed or allowed to be constructed on any lot burdened, nor will any lot burdened be used as a means of vehicular access to or from Appin Road.
- (b) In this clause 'Appin Road' means that part of Lot 1471 adjacent to the lot burdened.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (R1E) numbered 10 in the Plan

Campbelltown City Council

Stage 1E

ME_951113209_8



Electronic signature of me,
Thomas Fehon
affixed by me, or at my
direction, on
19/05/2025

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646

Covered by 10/2025

Dated 16/05/2025

11. TERMS FOR POSITIVE COVENANT (S1E) NUMBERED 11 IN THE PLAN:

- (a) The Owner of the lot burdened must maintain, repair and keep clean the acoustic wall located within the lot burdened.
- (b) Without limiting clause 11(a), the Owner of the lot burdened must:
 - (i) maintain the structural integrity of the acoustic wall; and
 - (ii) procure advice from a suitably qualified civil/structural engineer before carrying out excavations or constructing on the lot burdened which confirms that the proposed development on the lot burdened will not impact the structural integrity of the acoustic wall.

Name of the Authority empowered to release, vary or modify the Positive Covenant (S1E) numbered 11 in the Plan


Campbelltown City Council

12. TERMS FOR RESTRICTION ON THE USE OF LAND (L1E) NUMBERED 12 IN THE PLAN:

- (a) No building shall be erected or permitted to remain on the lot burdened unless the building is erected in accordance with the following:
 - (i) Australian Standards;
 - (ii) Bushfire Report; and
 - (iii) Planning for Bushfire Protection.
- (b) The land not built upon within the lot burdened shall be managed as an Inner Protection Area as outlined within Appendix 4 of Planning for Bushfire Protection.
- (c) In this clause 12:
 - (i) **Australian Standard** means AS3959-2009 "Construction of Buildings in Bushfire Prone Areas" or any amendment or replacement of this Australian Standard.
 - (ii) **Bushfire Report** means Bushfire Assessment Report: Residential Development Stages 1C, 1D & 1E dated 16 May 2018 prepared by Building Code & Bushfire Hazard Solutions Pty Limited as amended lodged with Development Application 2687/2018/DA-SW.

Stage 1E

ME_951113209_8


Electronic signature of me,
Thomas Fehon
affixed by me, or at my
direction, on
19/05/2025

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646
Covered by 10/2025
Dated 16/05/2025

- (iii) **Planning for Bushfire Protection** means the document "Planning for Bushfire Protection 2019" issued by NSW Rural Fire Service or any amendment or replacement to this document.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (L1E) numbered 12 in the Plan

Campbelltown City Council

13. TERMS FOR RESTRICTION ON THE USE OF LAND (BEP) NUMBERED 13 IN THE PLAN:

- (a) No development is to be carried out on the lot burdened unless the development is in accordance with the Building Envelope Plan for the lot burdened.
- (b) In this clause 13, '**Building Envelope Plan**' means the building envelope plan for the lots burdened prepared by Cardno (NSW/ACT) Pty Ltd named 'BUILDING ENVELOPE PLAN STAGE 1E' drawing number 80216021-MDP-BEP-STG-1E dated September 2022.

Name of the Authority empowered to release, vary or modify the Restriction on the Use of Land (BEP) numbered 13 in the Plan

Campbelltown City Council

14. TERMS FOR RESTRICTION ON THE USE OF LAND (FLC) NUMBERED 14 IN THE PLAN:

No building shall be erected or shall be allowed to remain on the lot burdened unless the floor level of any habitable room is constructed not less than 300mm above the finished ground levels adjacent to those floor levels.


Name of the Authority empowered to release, vary or modify the restriction on the use of land (FLC) numbered 14 in the Plan

Campbelltown City Council

15. TERMS FOR RESTRICTION ON THE USE OF LAND (SUR) NUMBERED 15 IN THE PLAN:

- (a) No excavation or alteration of surface levels in excess of 900mm shall be permitted to be carried out on the lot burdened after the Plan Date unless it is controlled by a laboratory registered with National Association of Testing Authorities (**NATA**).

Stage 1E


Electronic signature of me,
Thomas Fehon
affixed by me, or at my
direction, on
19/05/2025

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646

Covered by 10/2025

Dated 16/05/2025

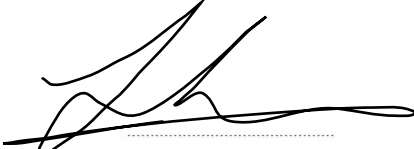
- (b) No building shall be constructed on a lot burdened that has surface levels that have after the Plan Date been excavated or altered in excess of 900mm unless the footings and foundations of the building have been designed by a qualified civil/structural engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with NATA and approved by Campbelltown City Council.
- (c) In this clause 15, '**Plan Date**' means the date of registration of the plan of subdivision to which this instrument relates.

Name of the Authority empowered to release, vary or modify the restriction on the use of land (SUR) numbered 15 in the Plan

Campbelltown City Council

Stage 1E

ME_951113209_8



Electronic signature of me,
Thomas Fehon
affixed by me, or at my
direction, on
19/05/2025

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646
Covered by 10/2025
Dated 16/05/2025

Executed for and on behalf of **SRCP (Figtree Hill) Pty Limited ACN 673 056 749** under registered Power of Attorney Book 4834 No 307 dated 18 December 2024 who declares they have received no revocation of it.



Signature of Witness

Electronic signature of me,
Christie Allen

affixed by me, or at my direction,
on 19.05.2025

Christie Allen

Name of Witness (print)

133 Castlereagh Street, Sydney NSW 2000
Address of Witness

I certify that I am an eligible witness and that this document was signed in counterpart and witnessed over audio visual link in accordance with s14G of the Electronic Transactions Act 2000 (NSW).



Signature of Attorney

Electronic signature of me,
Thomas Fehon

affixed by me, or at my direction,
on 19.05.2025

Thomas Fehon

Name of Attorney

Project Director
Attorney - Position Held

Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646

Covered by 10/2025

Dated 16/05/2025

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

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

Signature of witness:



Digitally signed by
Natasha Issac
Date: 30.04.2025
01:40 PM

Signature of attorney:



Digitally signed
by Simon Lawton
Date: 30.04.2025

Name of witness:

Name and position of attorney:

Natasha Issac

Simon Lawton, Strategic Property Manager

Address of witness:

c/- Endeavour Energy
Level 41, 8 Parramatta Square
10 Darcy Street
Parramatta NSW 2150

Power of attorney: Book 4833 No 383

EE reference: URS21554 URS20449


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


Plan: **DP1242647**

Plan of Subdivision of Lot 1436 in
DP1242646
Covered by 10/2025
Dated 16/05/2025

Executed on behalf of **Campbelltown
City Council** by its authorised delegate
pursuant to s.378 *Local Government Act*
1993 No 30

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


.....
Signature of delegate


.....
Signature of witness

Electronic signature of me,
Karl Okorn
.....

Electronic signature of me,
Belinda Stapleton
.....

affixed by me, or at my direction,
on **16/05/2025**
.....

affixed by me, or at my direction,
on **16/05/2025**
.....

Karl Okorn
.....
Name of delegate

Belinda Stapleton
.....
Name of witness

91 Queen Street, Campbelltown NSW 2560
.....
Address of delegate

91 Queen Street, Campbelltown NSW 2560
.....
Address of witness

*I certify that I am an eligible witness and that this document was
signed in counterpart and witnessed over audio visual link in
accordance with s14G of the Electronic Transactions Act 2000
(NSW).*

Plan: DP1242647

Plan of Subdivision of Lot 1436 in
DP1242646
Covered by 10/2025
Dated 16/05/2025

Executed for and on behalf of **CBA Corporate Services (NSW) Pty Limited ACN 072 765 434** under registered Power of Attorney dated 26 November 2013 Book 4659 No 765 who declares they have received no revocation of it.

 Signed 5/19/2025 11:43:36 AM
3846FBD1EA0B414...
Signature of Witness

Electronic signature of me,

.....

affixed by me, or at my direction,

on.....

Nanette Gamboa

Name of Witness (print) Legal Practitioner

Level 6, 1 Harbour St Sydney NSW 2000

Address of Witness

I certify that I am an eligible witness and that this document was signed in counterpart and witnessed over audio visual link in accordance with s14G of the Electronic Transactions Act 2000 (NSW).

 Signed 5/19/2025 11:41:01 AM
8065DAE1A7E14F0...
Signature of Attorney

Electronic signature of me,

.....

affixed by me, or at my direction,

on.....

Jia Li

Name of Attorney

Associate Director

Attorney - Position Held

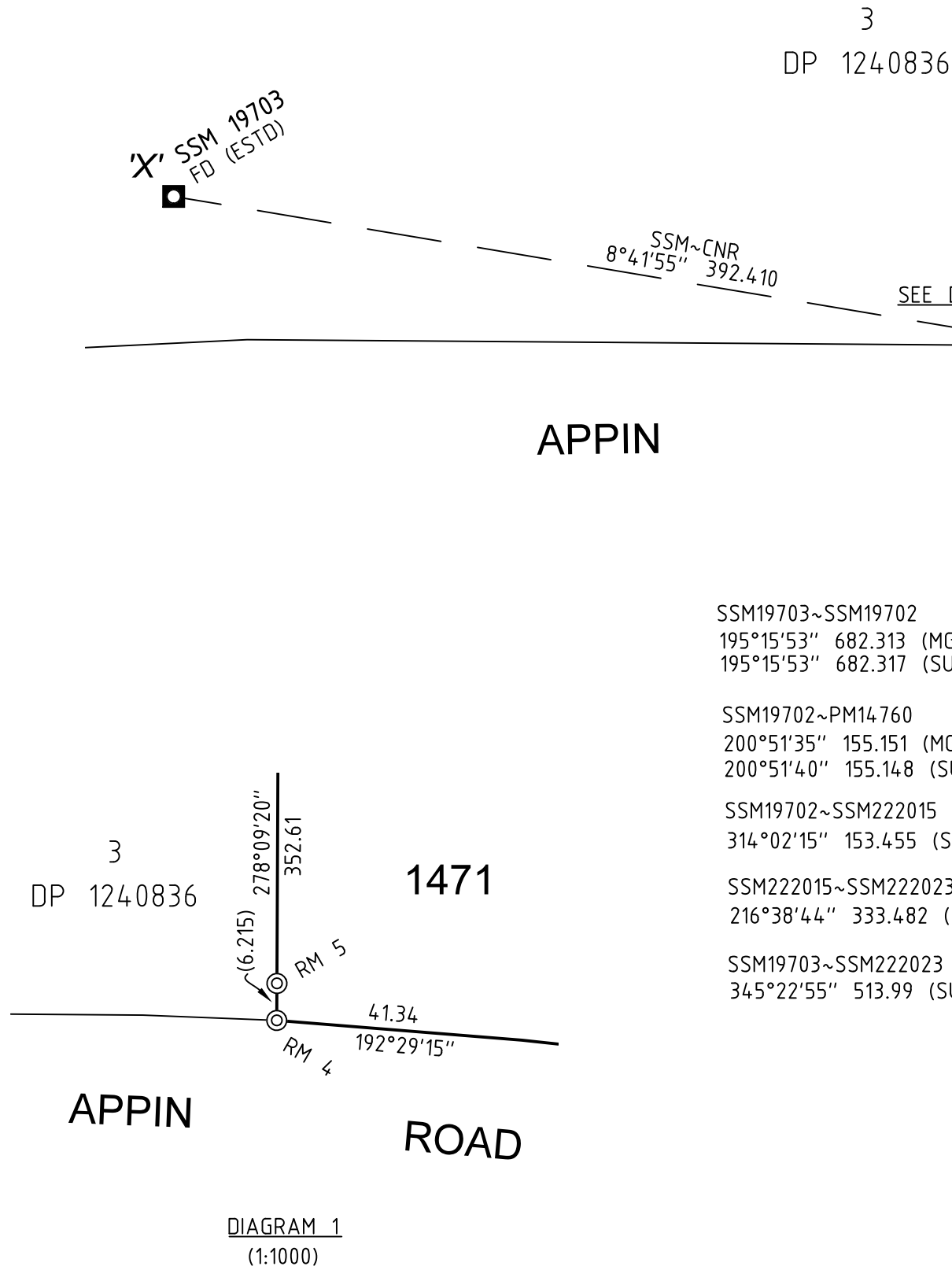
Stage 1E

REGISTERED:  26/05/2025

COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 14760	296 557.615	6222 011.974	B	0.02	SCIMS	FOUND
SSM 19702	296 502.364	6221 866.981	B	0.02	SCIMS	FOUND
SSM 19703	296 322.711	6221 208.687	B	0.02	SCIMS	FOUND
SSM 222015	296 392.060	6221 973.662	D	-	DP1242643	FOUND
SSM 222023	296 193.016	6221 706.096	D	-	DP1242643	FOUND
SSM 222034	296 487.718	6221 953.891	D	-	DP1242646	FOUND
SSM 222035	296 372.371	6221 762.973	D	-	CAD TRAV	PLACED
SSM 222036	296 314.491	6221 765.975	D	-	CAD TRAV	PLACED
DATE OF SCIMS COORDINATES: 24-07-24 MGA ZONE: 56 MGA DATUM: GDA2020 COMBINED SCALE FACTOR: 1.000081 (PM 14760)						

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
PM 14760	160.181	LB	-	SCIMS ADOPTED	FOUND
SSM 19702	164.717	LB	-	SCIMS-DATUM VALIDATION	FOUND
SSM 222035	168.389	-	-	-	PLACED
SSM 222036	168.084	-	-	-	PLACED
DATE OF SCIMS AHD VALUES: 24-07-24 HEIGHT DATUM: AHD71					


HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 19702	SSM 14760	-4.525	DIFFERENTIAL LEVELLING
SSM 14760	SSM 222015	-4.361	DIFFERENTIAL LEVELLING
SSM 222015	SSM 222035	12.569	DIFFERENTIAL LEVELLING
SSM 222035	SSM 222015	-12.568	DIFFERENTIAL LEVELLING
SSM 222015	SSM 14760	4.364	DIFFERENTIAL LEVELLING
SSM 14760	SSM 19702	4.527	DIFFERENTIAL LEVELLING
SSM 222035	SSM 222036	-0.305	TRIG HEIGHTING
SSM 222036	SSM 222035	0.305	TRIG HEIGHTING
HEIGHT DATUM: AHD71			

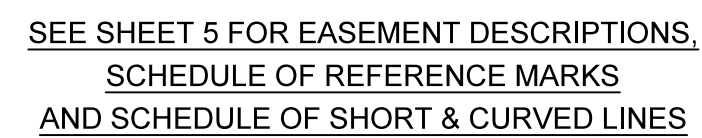


IT IS INTENDED TO DEDICATE THE
FOLLOWING TO THE PUBLIC AS ROAD

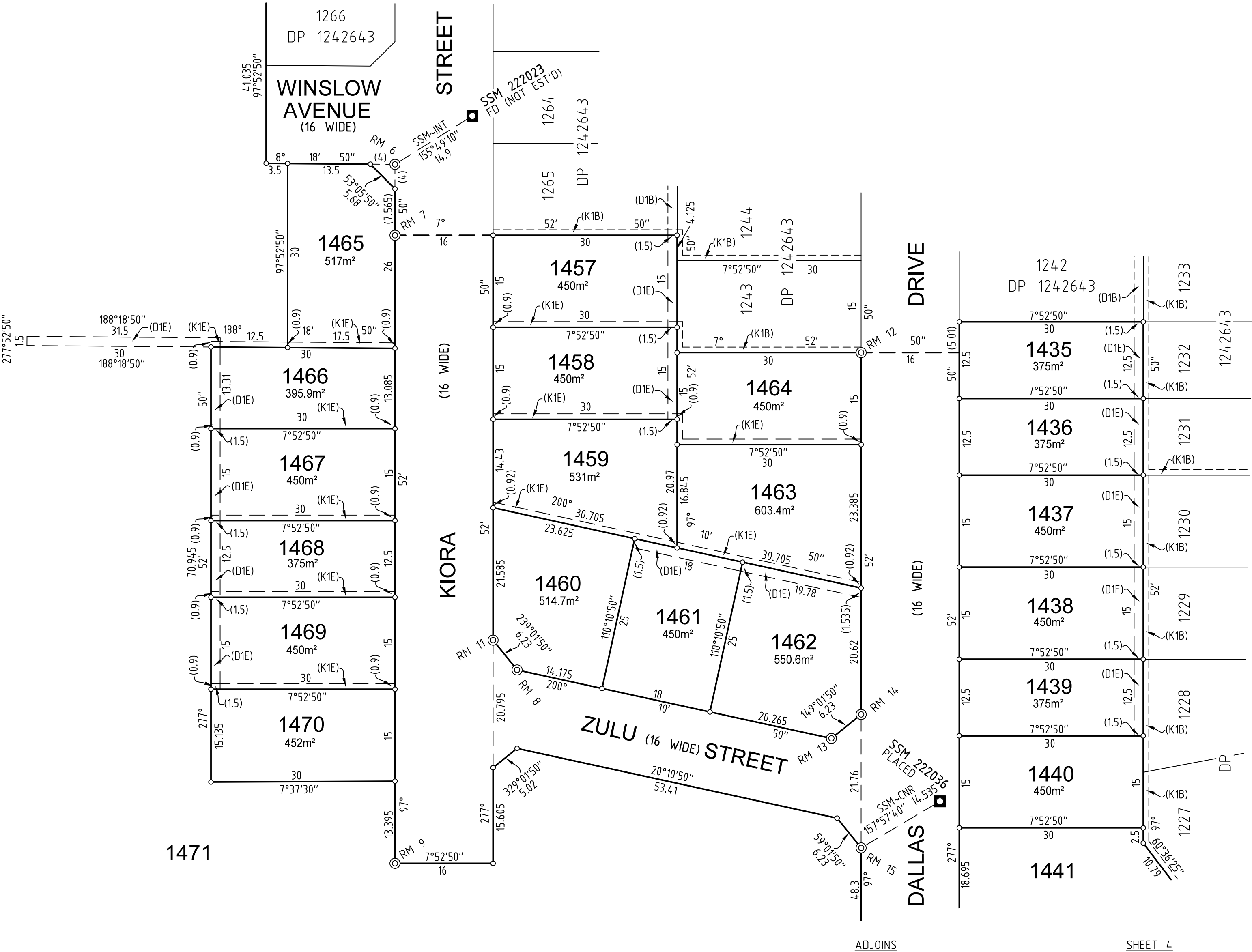
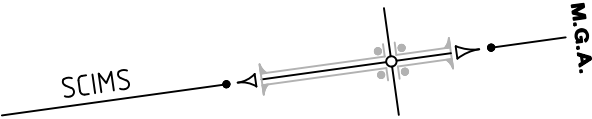
- DALLAS DRIVE
- KIORA STREET
- ZULU STREET

SEE SHEET 5 FOR EASEMENT DESCRIPTIONS,
SCHEDULE OF REFERENCE MARKS
AND SCHEDULE OF SHORT & CURVED LINES


<div>SURVEYOR</div> <div>Name: MATTHEW GRAHAM SMITH</div> <div>Date of Survey: 25-07-2024</div> <div>Surveyor's Reference: 43240 102DP [PPN DP1242647]</div>	<div>PLAN OF SUBDIVISION OF LOT 1436 IN DP 1242646</div>	<div>LGA: CAMPBELLTOWN</div> <div>Locality : GILEAD</div> <div>Reduction Ratio 1: 2500</div> <div>Lengths are in metres.</div>	<div>Registered</div> <div> 26/05/2025</div>	<div>DP1242647</div>
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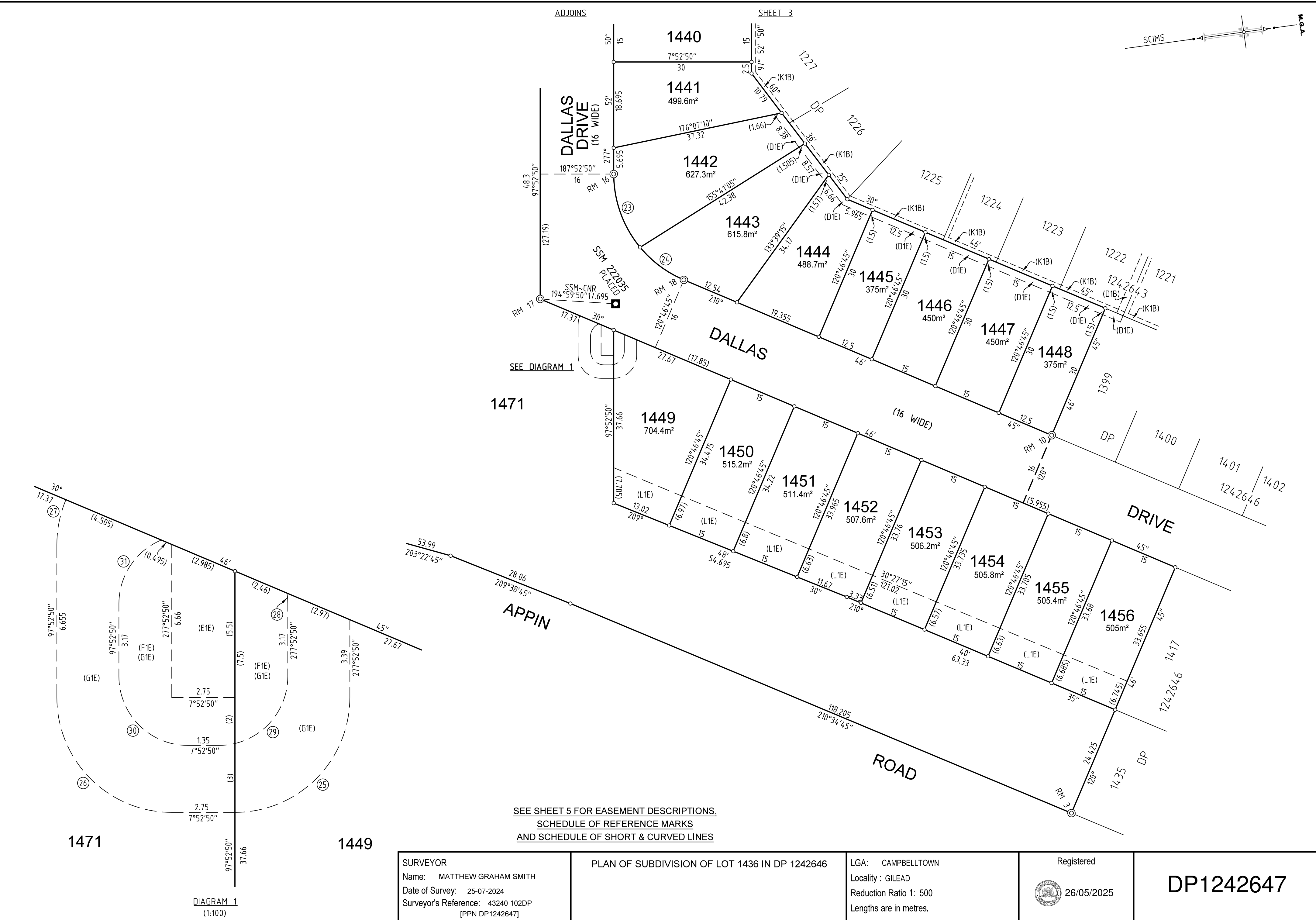


DP1242647



SEE SHEET 5 FOR EASEMENT DESCRIPTIONS,
SCHEDULE OF REFERENCE MARKS
AND SCHEDULE OF SHORT & CURVED LINES

<div>SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 25-07-2024 Surveyor's Reference: 43240 102DP [PPN DP1242647]</div>	<div>PLAN OF SUBDIVISION OF LOT 1436 IN DP 1242646</div>	<div>LGA: CAMPBELLTOWN Locality : GILEAD Reduction Ratio 1: 500 Lengths are in metres.</div>	<div>Registered  26/05/2025</div>	<div>DP1242647</div>
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SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 25-07-2024
Surveyor's Reference: 43240 102DP
[PPN DP1242647]

PLAN OF SUBDIVISION OF LOT 1436 IN DP 1242646

LGA: CAMPBELLTOWN
Locality : GILEAD
Reduction Ratio 1: 500
Lengths are in metres.

Registered
26/05/2025

DP1242647

EASEMENT DESCRIPTIONS

EXISTING EASEMENTS:
(A1B) EASEMENT FOR TURNING HEAD VARIABLE WIDTH (DP1242643)
(D1B) EASEMENT FOR DRAINAGE 1.5 WIDE (DP 1242643)
(D1D) EASEMENT FOR DRAINAGE 1.5 WIDE (DP 1242646)
(K1B) EASEMENT FOR RETAINING WALL 0.9 WIDE (DP 1242643)
(Y) RESTRICTION ON USER (S.27E (6) MAIN ROADS ACT, 1924) (L871757)

NEW EASEMENTS:
(D1E) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(E1E) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(F1E) RESTRICTION ON THE USE OF LAND (No.3)
(G1E) RESTRICTION ON THE USE OF LAND (No.4)
(K1E) EASEMENT FOR RETAINING WALL 0.9 WIDE
(L1E) RESTRICTION ON THE USE OF LAND (No.12)

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	296°23'	2.06	GIP FD (DP 1240836)
2	210°54'	1.015	STAR PICKET FD (DP 1240836) PLACED BY (DP 1218887)
3	120°47'20"	25.925	STAR PICKET FD (DP1242646)
4	141°18'	2.6	GIP FD (DP 1240836)
	98°43'25"	23.945	STAR PICKET PLACED
5	278°09'	1.065	CB FOUND (DP 537524)
6	106°29'40"	1.87	DH&W FD (DP 1242643)
	165°46'35"	13.585	DH&W FD (DP 1242643)
7	199°54'45"	3.38	DH&W FD (DP 1242643)
	171°57'40"	13.07	DH&W FD (DP 1242643)
8	290°37'05"	3.36	DH&W PLACED
	289°16'15"	12.845	DH&W PLACED
9	126°41'15"	6.985	DH&W PLACED
	163°44'35"	13.8	DH&W PLACED
10	288°44'25"	3.44	DH&W FD (DP 1242646)
	298°56'05"	12.56	DH&W FD (DP 1242646)
11	4°16'35"	3.315	DH&W PLACED
	4°44'15"	12.59	DH&W PLACED
12	179°51'30"	3.33	DH&W FD (DP 1242643)
	160°50'55"	14.055	DH&W FD (DP 1242643)
13	276°53'25"	3.365	DH&W PLACED
	290°41'15"	11.565	DH&W PLACED
14	180°54'35"	3.385	DH&W PLACED
	186°17'15"	12.545	DH&W PLACED
15	217°02'30"	3.8	DH&W PLACED
	198°30'45"	12.77	DH&W PLACED
16	3°03'10"	3.355	DH&W PLACED
	7°52'10"	12.59	DH&W PLACED
17	145°44'30"	11.725	DH&W PLACED
	150°19'05"	20.845	DH&W PLACED
18	291°38'35"	3.415	DH&W PLACED
	295°14'30"	12.61	DH&W PLACED

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	39°14'30"	2.355		
2	8°18'50"	36.175		
3	97°52'50"	115.47		
4	8°18'50"	9		
5	97°52'50"	41.035		
6	8°18'50"	3.5		
7	97°52'50"	30		
8	188°18'50"	12.5		
9	277°52'50"	70.945		
10	7°37'30"	30		
11	97°52'50"	13.395		
12	7°52'50"	16		
13	277°52'50"	15.605		
14	329°01'50"	5.02		
15	20°10'50"	53.41		
16	59°01'50"	6.23		
17	97°52'50"	48.3		
18	30°46'45"	17.37		
19	97°52'50"	37.66		
20	209°48'30"	54.695		
21	210°40'35"	63.33		
22	120°46'45"	24.425		
23	258°03'55"	16.95	17.295	25
24	224°30'50"	11.87	11.985	25
25	322°52'50"	7.07	7.855	5
26	52°52'50"	7.07	7.855	5
27	109°16'55"	1.995	2.005	5
28	273°29'10"	0.46	0.46	3
29	322°52'50"	4.245	4.71	3
30	52°52'50"	4.245	4.71	3
31	131°33'35"	3.325	3.525	3

SURVEYOR

Name: MATTHEW GRAHAM SMITH

Date of Survey: 25-07-2024

Surveyor's Reference: 43240 102DP

[PPN DP1242647]

PLAN OF SUBDIVISION OF LOT 1436 IN DP 1242646


LGA: CAMPBELLTOWN

Locality : GILEAD

Reduction Ratio 1: N/A

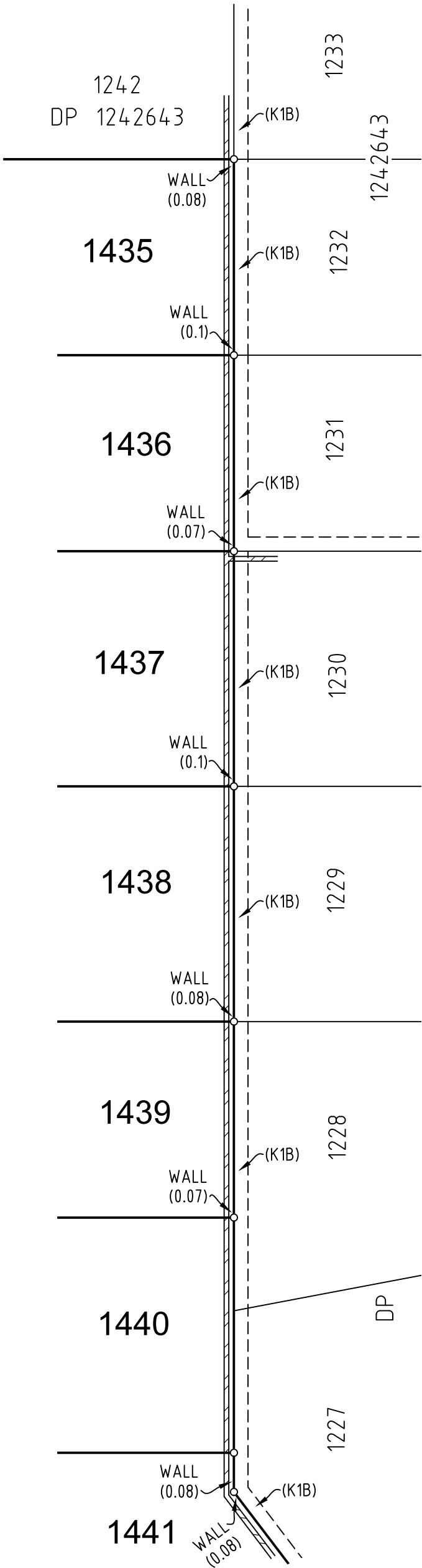
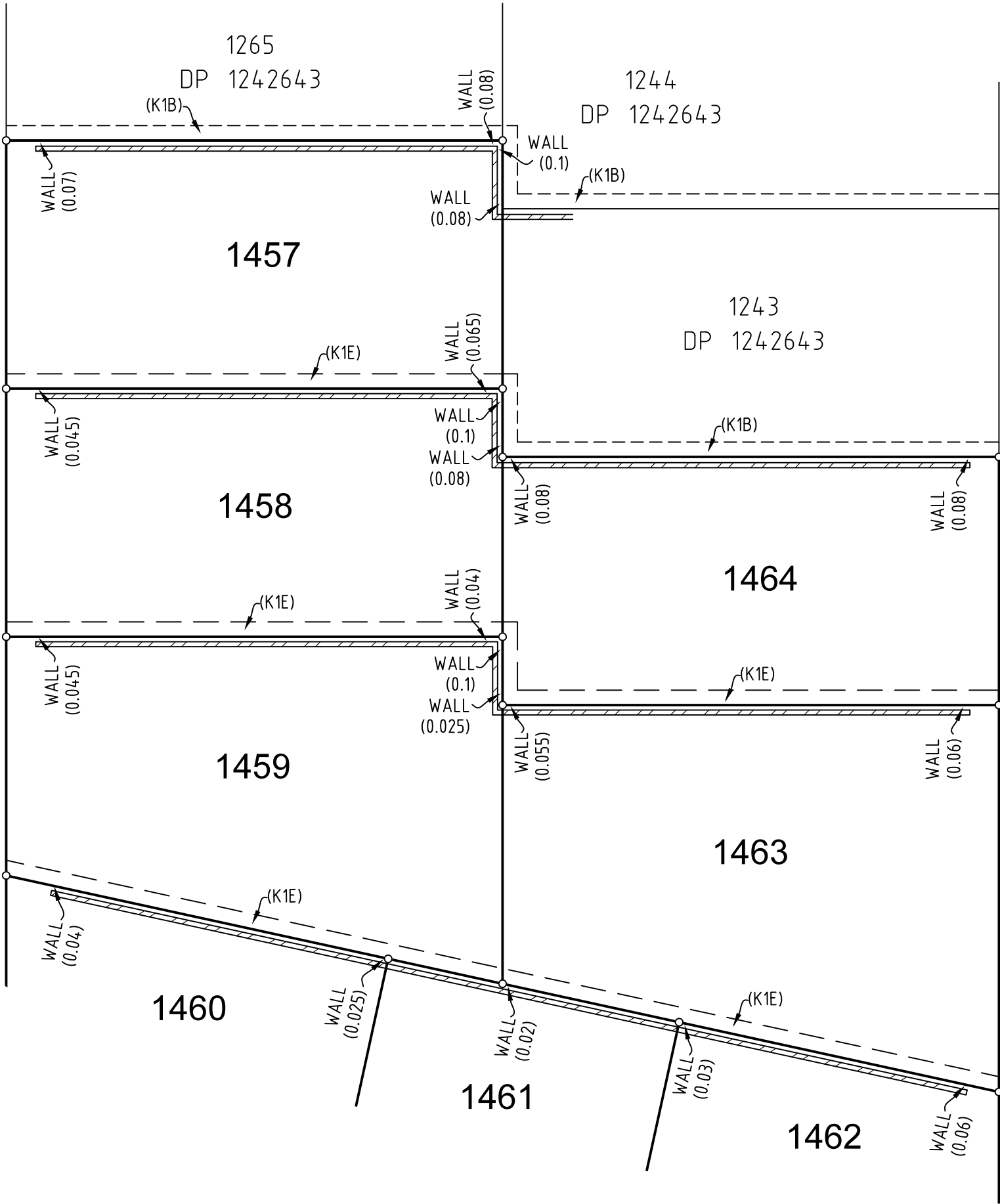
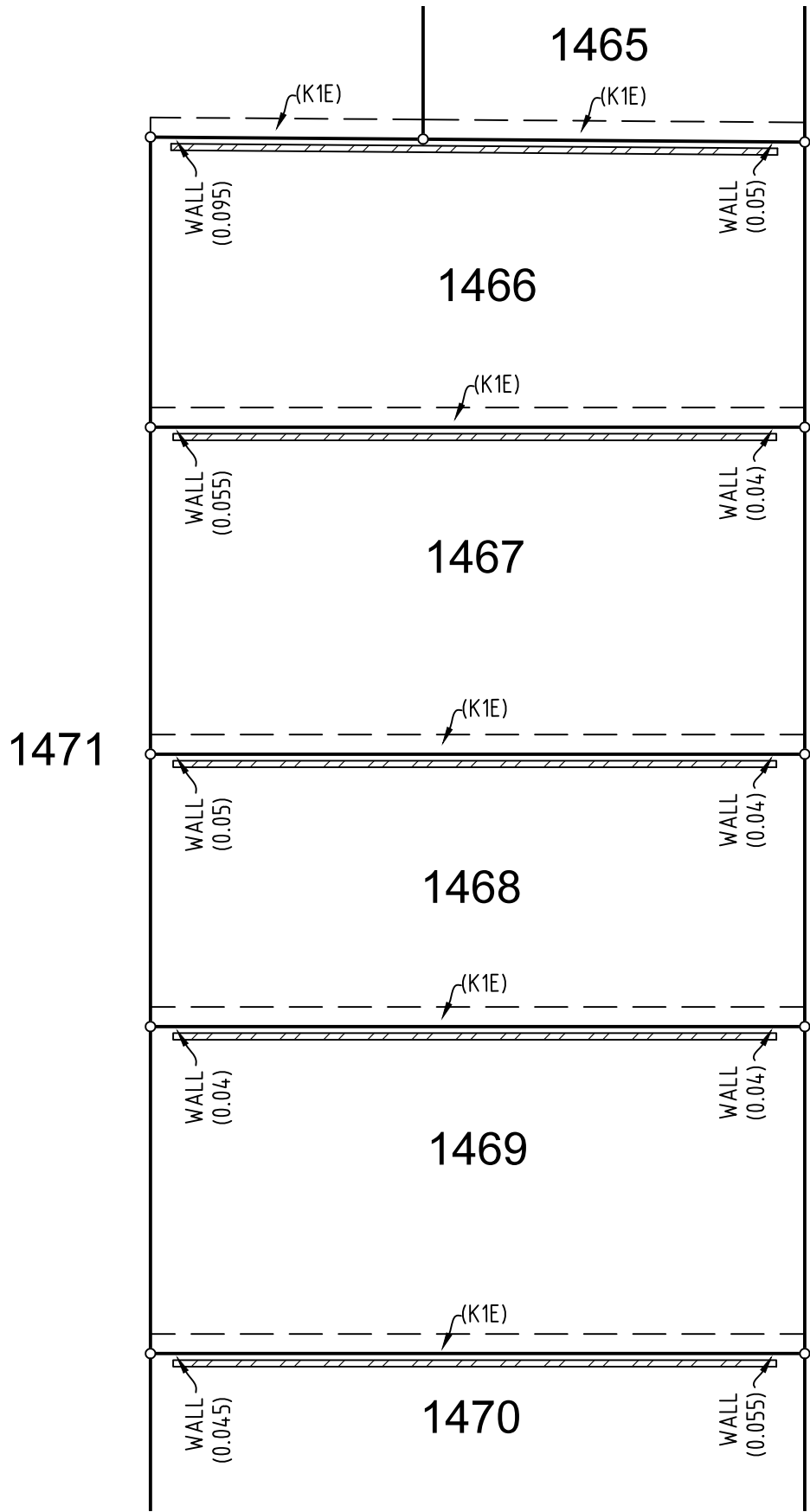
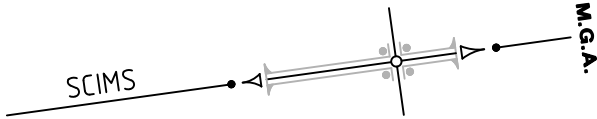
Lengths are in metres.

Registered

 26/05/2025


DP1242647

WALL OFFSET DIAGRAMS



NOTE:
ALL WALLS SHOWN ARE CONCRETE PANEL AND METAL POST RETAINING WALLS 0.1 WIDE

SEE SHEET 5 FOR EASEMENT DESCRIPTIONS,
SCHEDULE OF REFERENCE MARKS
AND SCHEDULE OF SHORT & CURVED LINES

<div>SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 25-07-2024 Surveyor's Reference: 43240 102DP [PPN DP1242647]</div>	<div>PLAN OF SUBDIVISION OF LOT 1436 IN DP 1242646</div>	<div>LGA: CAMPBELLTOWN Locality : GILEAD Reduction Ratio 1: 300 Lengths are in metres.</div>	<div>Registered  26/05/2025</div>	<div>DP1242647</div>
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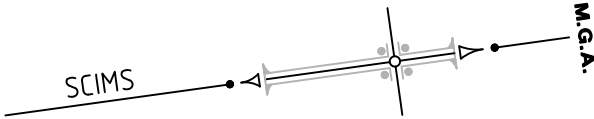
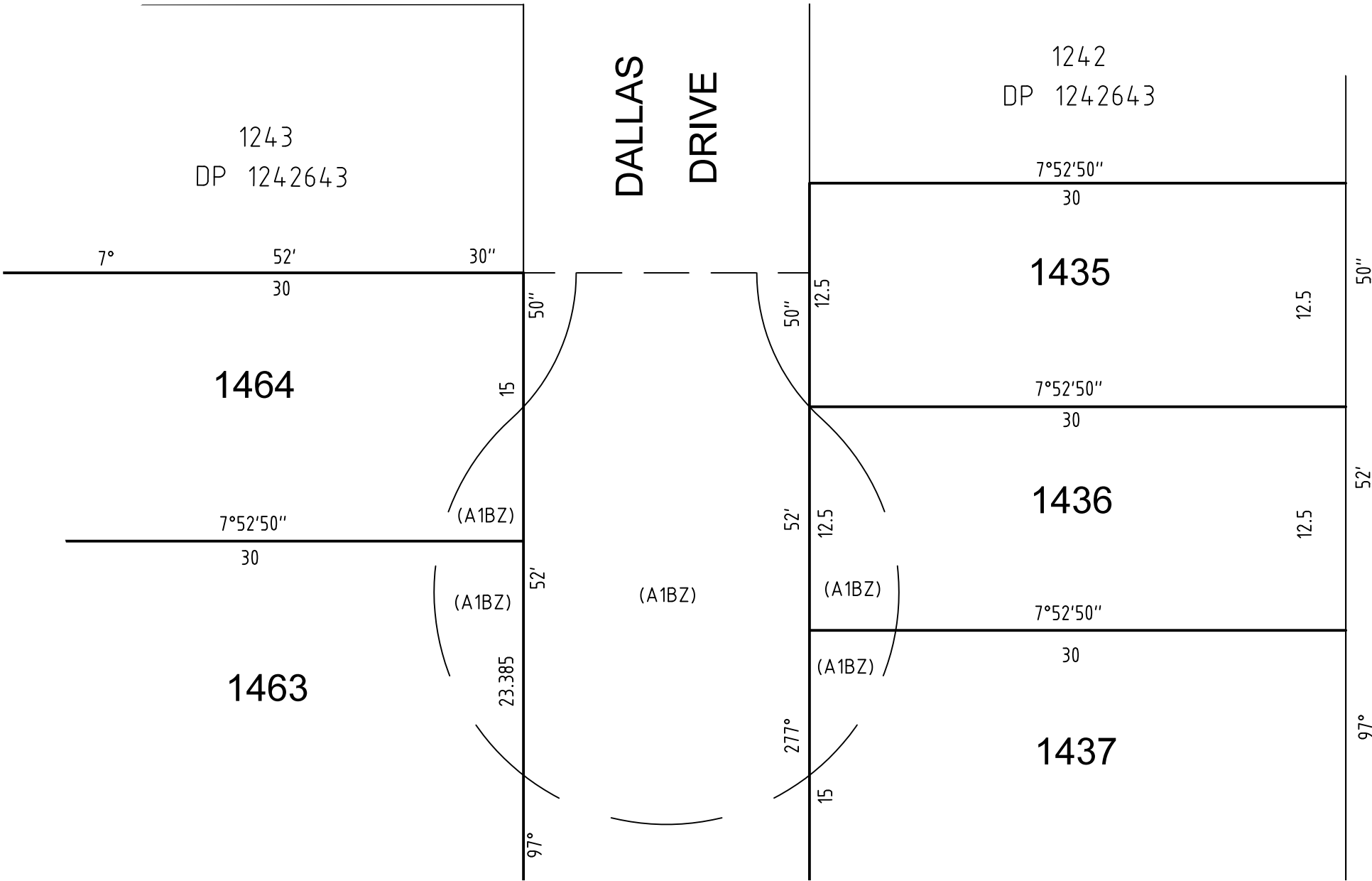
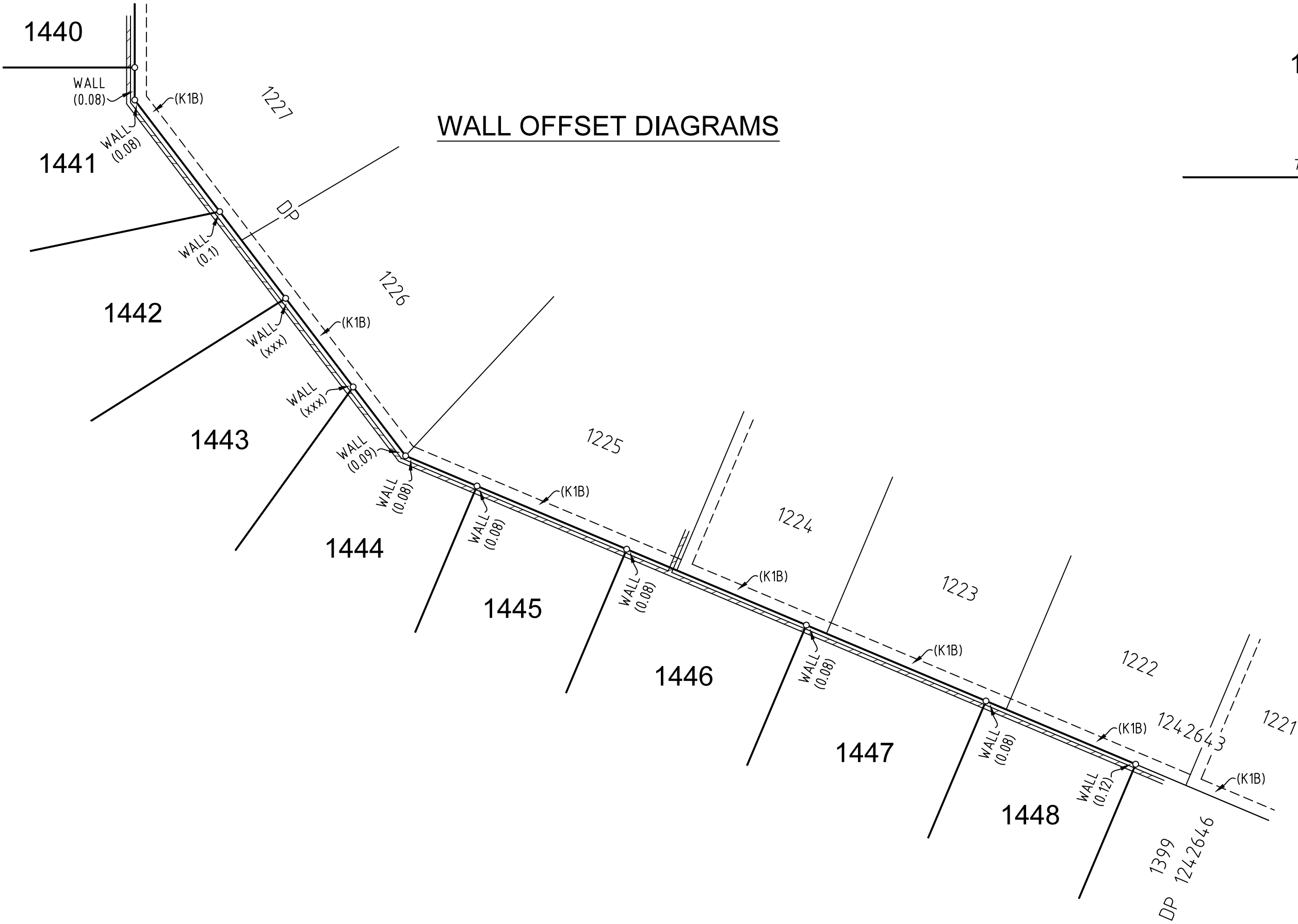


DIAGRAM SHOWING PARTIAL RELEASE
OF EASEMENT




(A1BZ) DENOTES THAT PART OF EASEMENT FOR TURNING HEAD
VARIABLE WIDTH (A1B) (DP1242643) TO BE RELEASED

WALL OFFSET DIAGRAMS



NOTE:
ALL WALLS SHOWN ARE CONCRETE PANEL AND METAL POST RETAINING WALLS 0.1 WIDE

SEE SHEET 5 FOR EASEMENT DESCRIPTIONS,
SCHEDULE OF REFERENCE MARKS
AND SCHEDULE OF SHORT & CURVED LINES

<div>SURVEYOR</div> <div>Name: MATTHEW GRAHAM SMITH</div> <div>Date of Survey: 25-07-2024</div> <div>Surveyor's Reference: 43240 102DP</div> <div>[PPN DP1242647]</div>	<div>PLAN OF SUBDIVISION OF LOT 1436 IN DP 1242646</div>	<div>LGA: CAMPBELLTOWN</div> <div>Locality : GILEAD</div> <div>Reduction Ratio 1: 300</div> <div>Lengths are in metres.</div>	<div>Registered</div> <div> 26/05/2025</div>	<div>DP1242647</div>
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PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

Registered:



26/05/2025

Office Use Only

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DP1242647

Title System: TORRENS

**PLAN OF SUBDIVISION OF LOT 1436 IN
DP1242646**

LGA: CAMPBELLTOWN

Locality: GILEAD

Parish: MENANGLE

County: CUMBERLAND

Survey Certificate

I, MATTHEW GRAHAM SMITH

of LTS SURVEYORS PO Box 564 St Leonards NSW 1590

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 25-07-2024, or

*(b) The part of the land shown in the plan (*being/*excluding **.....)

was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or

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

Datum Line: 'X' – 'Y'

Type: *Urban/*Rural

The terrain is *Level-Undulating / *Steep Mountainous.

Signature:  Dated: 10-04-25

Surveyor Identification No: 8650

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

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I, Karl Okorn

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

Signature: 

Registration number: Karl Okorn affixed by me on 16/05/2025

Consent Authority: Campbelltown City Council

Date of endorsement: 16/05/2025

Subdivision Certificate number: 10/2025

File number: 2687/2018/DA-SW

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP239388
DP537524
DP1240836
DP1218887
DP1242643
DP1242646

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

IT IS INTENDED TO DEDICATE THE FOLLOWING TO THE PUBLIC AS ROADS:

- DALLAS DRIVE
- KIORA STREET
- ZULU STREET

Surveyor's Reference: 43240 102DP

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

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)



26/05/2025

Office Use Only

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Registered:

**PLAN OF SUBDIVISION OF LOT 1436 IN
DP1242646**

DP1242647

Subdivision Certificate number: 10/2025

Date of Endorsement: 16/05/2025

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

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

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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D1E)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E1E)
3. RESTRICTION ON THE USE OF LAND (F1E)
4. RESTRICTION ON THE USE OF LAND (G1E)
5. EASEMENT FOR RETAINING WALL 0.9 WIDE (K1E)
6. RESTRICTION ON THE USE OF LAND (N1E)
7. RESTRICTION ON THE USE OF LAND (W1E)
8. RESTRICTION ON THE USE OF LAND (P1E)
9. RESTRICTION ON THE USE OF LAND (Q1E)
10. RESTRICTION ON THE USE OF LAND (R1E)
11. POSITIVE COVENANT (S1E)
12. RESTRICTION ON THE USE OF LAND (L1E)
13. RESTRICTION ON THE USE OF LAND (BEP)
14. RESTRICTION ON THE USE OF LAND (FLC)
15. RESTRICTION ON THE USE OF LAND (SUR)

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

1. EASEMENT FOR TURNING HEAD VARIABLE WIDTH (A1B) (DP1242643)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1435	23	DALLAS	DRIVE	GILEAD
1436	25	DALLAS	DRIVE	GILEAD
1437	27	DALLAS	DRIVE	GILEAD
1438	29	DALLAS	DRIVE	GILEAD
1439	31	DALLAS	DRIVE	GILEAD
1440	33	DALLAS	DRIVE	GILEAD
1441	35	DALLAS	DRIVE	GILEAD
1442	37	DALLAS	DRIVE	GILEAD
1443	39	DALLAS	DRIVE	GILEAD
1444	41	DALLAS	DRIVE	GILEAD
1445	43	DALLAS	DRIVE	GILEAD
1446	45	DALLAS	DRIVE	GILEAD
1447	47	DALLAS	DRIVE	GILEAD
1448	49	DALLAS	DRIVE	GILEAD
1449	44	DALLAS	DRIVE	GILEAD

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43240 102DP

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)



26/05/2025

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 1436 IN
DP1242646**

DP1242647

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

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

Subdivision Certificate number: 10/2025

Date of Endorsement: 16/05/2025

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1450	46	DALLAS	DRIVE	GILEAD
1451	48	DALLAS	DRIVE	GILEAD
1452	50	DALLAS	DRIVE	GILEAD
1453	52	DALLAS	DRIVE	GILEAD
1454	54	DALLAS	DRIVE	GILEAD
1455	56	DALLAS	DRIVE	GILEAD
1456	58	DALLAS	DRIVE	GILEAD
1457	21	KIORA	STREET	GILEAD
1458	23	KIORA	STREET	GILEAD
1459	25	KIORA	STREET	GILEAD
1460	6	ZULU	STREET	GILEAD
1461	4	ZULU	STREET	GILEAD
1462	2	ZULU	STREET	GILEAD
1463	28	DALLAS	DRIVE	GILEAD
1464	26	DALLAS	DRIVE	GILEAD
1465	2	WINSLOW	AVENUE	GILEAD
1466	18	KIORA	STREET	GILEAD
1467	20	KIORA	STREET	GILEAD
1468	22	KIORA	STREET	GILEAD
1469	24	KIORA	STREET	GILEAD
1470	26	KIORA	STREET	GILEAD
1471	42	DALLAS	DRIVE	

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43240 102DP

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)



26/05/2025

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 1436 IN
DP1242646

DP1242647

Subdivision Certificate number: 10/2025

Date of Endorsement: 16/05/2025

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

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

Executed for and on behalf of **SRCP (Figtree Hill) Pty Limited ACN 673 056 749** under registered Power of Attorney Book 4834 No 307 dated 18 December 2024 who declares they have received no revocation of it.

Signature of Witness

Electronic signature of me,

Christie Allen

affixed by me, or at my direction,

on 19.05.2025

Signature of Attorney

Electronic signature of me,

Thomas Fehon

affixed by me, or at my direction,

on 19.05.2025

Christie Allen

Name of Witness (print)

Thomas Fehon

Name of Attorney

133 Castlereagh Street, Sydney NSW 2000

Address of Witness

Project Director

Attorney - Position Held

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43240 102DP

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)



26/05/2025

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 1436 IN
DP1242646**

DP1242647

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

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

Subdivision Certificate number: 10/2025

Date of Endorsement: 16/05/2025

Campbelltown City Council by its
authorised delegate pursuant to s.377-Local
Government Act 1993 No 30 378

Signature of delegate

Electronic signature of me,
Karl Okorn affixed by me, on 16/05/2025

Karl Okorn

Name of delegate

91 Queen Street, Campbelltown NSW 2560

Address of delegate

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

Signature of witness

Electronic signature of me, Belinda Stapleton
affixed by me, on 16/05/2025

Belinda Stapleton

Name of witness

91 Queen Street, Campbelltown NSW 2560

Address of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43240 102DP

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)



26/05/2025

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 1436 IN
DP1242646**

DP1242647

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

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

Subdivision Certificate number: ...10/2025.....

Date of Endorsement: ..16/05/2025.....

Executed for and on behalf of **CBA Corporate Services (NSW) Pty Limited ABN 25 072 765 434** under registered Power of Attorney Book 4659..... No 765..... dated 23 November... who declares they have received no revocation of it.

DocuSigned by:

Signed 5/19/2025 11:16:32 AM

Signature of Witness

Electronic signature of me,

affixed by me, or at my direction,

on.....

Nanette Gamboa

Name of Witness (print) Legal
Practitioner

Level 6, 1 Harbour St Sydney NSW 2000

Address of Witness

This document was witnessed over audio
visual link in accordance with section 14G
of the Electronic Transactions Act 2000
(NSW)

DocuSigned by:

Signed 5/19/2025 11:14:44 AM

Signature of Attorney

Electronic signature of me,

affixed by me, or at my direction,

on.....

Jia Li

Name of Attorney

Associate
Director

Attorney - Position Held

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43240 102DP

Issue Date: 4 August 2025
Application Number: 202503331
Receipt Number: 6702982

Wong and Horta Lawyers Pty Ltd
2 Satvic Pl
MARAYLYA NSW 2765

Your Reference: 2500242

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

Section 10.7 Planning Certificate phone enquiries: (02) 4645 4560.

Property Address: 43 Dallas Drive
GILEAD NSW 2560

Property Description: Lot 1445 DP 1242647

As at the date of issue, the following matters apply to the land subject of this certificate:

**INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND
ASSESSMENT ACT 1979 (the Act)**

ITEM 1 – Names of relevant planning instruments and development control plans

Planning Instrument: Campbelltown LEP 2015
Effect: R2 Low Density Residential

- (1) The following environmental planning instruments apply to the carrying out of development on the land subject of this certificate:

Local environmental plan (LEP)

Campbelltown LEP 2015

For further information about the local environmental plan, contact Council's City Development team on (02) 4645 4608.

State environmental planning policies (SEPPs)

SEPP (Primary Production) 2021
SEPP (Resources and Energy) 2021

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SEPP (Resilience and Hazards) 2021
SEPP (Industry and Employment) 2021
SEPP (Transport and Infrastructure) 2021
SEPP (Planning Systems) 2021
SEPP (Biodiversity and Conservation) 2021
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Housing) 2021
SEPP No.65 – Design Quality of Residential Apartment Development

For further information about these State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

- (2) The following proposed environmental planning instruments, which are or have been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved), will apply to the carrying out of development on the land subject of this certificate:

Draft local environmental plans (LEPs)

None

For further information about these draft local environmental plans, contact Council's City Development team on (02) 4645 4608.

Draft State environmental planning policies (SEPPs)

None

For further information about these draft State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

- (3) The following development control plans (DCPs) apply to the carrying out of development on the land subject of this certificate:

Campbelltown (Sustainable City) DCP 2015

For further information about these development control plans, contact Council's City Development team on (02) 4645 4608. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 10.7(5) of the Act.

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ITEM 2 – Zoning and land use under relevant planning instruments

(a) The following zone(s) apply to the land subject of this certificate:

R2 Low Density Residential

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment's ePlanning Spatial Viewer, accessible via the NSW Planning Portal.

- (b) The purposes for which the plan provides that development may be carried out without the need for development consent, may not be carried out except with development consent and is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the plan.
- (c) Clause 2.5 and Schedule 1 of the planning instrument allows for additional permitted uses with development consent on particular land. Please check the plan schedule.
- (d) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the plan. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.
- (e) The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.
- (f) The land subject of this certificate is not in a conservation area (however described).
- (g) No item of environmental heritage (however described) is situated on the land subject of this certificate.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning maintains the AHIMS.

ITEM 3 – Contribution plans

The following contribution plan(s) apply to the land subject of this certificate:

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

Council has entered into a voluntary planning agreement under section 7.4 of the Environmental Planning and Assessment Act 1979 with the developer of the Mount Gilead site.

For further information about these contribution plans, contact Council's City Development team on (02) 4645 4608.

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The State Government's 'Housing and Productivity Contribution' may also apply to particular new developments on the land. For more information, visit www.planning.nsw.gov.au and search for 'Housing and Productivity Contribution'.

ITEM 4 – Complying development

- (1) Complying development may be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Subdivisions Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Fire Safety Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Greenfield Housing Code – on all of the land

Please note that reference should also be made to the relevant parts of this policy for the general requirements for complying development and to the relevant codes for complying development which may also include provisions relating to zoning, lot size etc.

- (2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Not applicable

Note: This information needs to be read in conjunction with the whole of the State environment planning policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

Note: Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any complying development certificate application under the State environment planning policy, or a development application for any other type of development requiring consent from Council.

Note: Despite any references above advising that complying development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State environment planning policy in detail to ensure that specific types of complying development may be undertaken on the land.

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ITEM 5 – Exempt development

(1) Exempt development may be carried out on land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

There is no land within the Campbelltown City Council local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
 - 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
 - 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
 - 1.16A within 18 kilometres of Siding Spring Observatory
- (2) Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.
- (3) Campbelltown City Council does not have sufficient information to ascertain whether the land has a restriction applying to it that may not apply to all of the land.

Campbelltown City Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: Despite any references above advising that exempt development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

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

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Campbelltown City Council local government area.

ITEM 6 – Affected building notices and building product rectification orders

The Council is not aware that an affected building notice or building product rectification order is in force on the land that has not been fully complied with.

The Council is not aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding

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Note: In this item, *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.

ITEM 7 – Land reserved for acquisition

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land subject of this certificate provides for the acquisition of this land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

The land subject of this certificate is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

ITEM 9 – Flood related development controls

- (1) None of the land is within the flood planning area and it is not subject to flood related development controls.
- (2) The land is not subject to flood related development controls as a result of all or part of it being between the flood planning area and the probable maximum flood.
- (3) In this clause –

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 10.7(5) of the Act.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

- (a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's City Development team to ascertain any specific requirements.
- (b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone

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land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.

- (c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.
- (d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.
- 1) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

ITEM 11 – Bush fire prone land

All of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council – Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

Please note that in accordance with section 66 of the Rural Fires Act 1997 and relevant regulations, a Bush Fire Hazard Reduction Notice may have been issued on this land. It is recommended that advice be obtained from the Macarthur Zone Rural Fire Service.

Note: *In accordance with the Environmental Planning and Assessment Act 1979, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review.*

Note: *Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline Planning for Bushfire Protection (as amended from time to time) available on the NSW Rural Fire Service website.*

Note: *The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.*

ITEM 12 – Loose-fill asbestos insulation

No residential dwelling erected on the land subject of this certificate has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

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For more information visit the NSW Fair Trading website (www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation).

ITEM 13 – Mine subsidence

The land subject of this certificate is within a proclaimed Mine Subsidence District under the Coal Mine Subsidence Compensation Act 2017. The approval of Subsidence Advisory NSW is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with Subsidence Advisory NSW regarding mine subsidence and any surface development guidelines. Subsidence Advisory NSW can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Coal Mine Subsidence Compensation Act 2017. For further information, contact the local Subsidence Advisory NSW office (www.subsidenceadvisory.nsw.gov.au).

ITEM 14 – Paper subdivision information

- (1) No adopted development plan or development plan that is proposed to be subject to a consent ballot apply to the land subject of this certificate.
- (2) No subdivision order applies to the land subject of this certificate.

ITEM 15 – Property vegetation plans

No property vegetation plan applies to the land subject of this certificate.

Note: *the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.*

ITEM 16 – Biodiversity stewardship sites

The land subject of this certificate is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only in so far as Council has been notified of the existence of such an agreement by the Chief Executive of the Office of Environment and Heritage).

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

ITEM 17 – Biodiversity certified land

The land subject of this certificate is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

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ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land subject of this certificate (but only to the extent that Council has been notified of any such orders).

ITEM 19 – Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The Coastal Management Act 2016 and Local Government Act, section 496B do not apply to land in the Campbelltown City Council local government area.

ITEM 20 – Western Sydney Aerotropolis

Not affected.

ITEM 21 – Development consent conditions for seniors housing

- a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing

- (1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- (2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.

ITEM 23 – Water or sewerage services

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

This land is not subject to an alternative servicing arrangement under the WIC Act 2006

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Note: This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.

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.

ITEM 24 – Special entertainment precincts

The land is not within a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.



William Pillon
Planning Engagement Team Leader

Attachment 1

Campbelltown Local Environmental Plan 2015

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 enable development for purposes other than residential only if that development is compatible with the character of the living area and is of a domestic scale.
- To minimise overshadowing and ensure a desired level of solar access to all properties.
- To facilitate diverse and sustainable means of access and movement.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Semi-detached dwellings

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>

Attachment 2

Campbelltown Local Environmental Plan 2015

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows—
- (a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,
 - (b) to ensure that the density of settlement will be compatible with the objectives of the zone,
 - (c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,
 - (d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,
 - (e) to facilitate viable agricultural undertakings,
 - (f) to protect the curtilage of heritage items and heritage conservation areas,
 - (g) to facilitate a diversity of housing forms.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land—
- (a) by the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*, or
 - (b) by any kind of subdivision under the *Community Land Development Act 1989*.
- (4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.
- (4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting from the creation of a public road, public open space or other public purpose.
- (4C) Despite subclause (3), development consent may be granted for the subdivision of land within Lot 61, DP 752042, Appin Road, Gilead, into lots that do not meet the minimum size shown on the Lot Size Map if—
- (a) each lot has a minimum lot size of not less than 375m², and
 - (b) no more than 65 lots have a lot size of less than 450m², and
 - (c) no more than 3 contiguous lots sharing a street frontage have a lot size of less than 450m², and
 - (d) each lot is located not more than 200m from a bus route, community centre or open space area.

4.1AA Minimum subdivision lot size for community title schemes

- (1) The objectives of this clause are as follows—
- (a) to provide for the proper and orderly development of land,

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- (b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,
 - (c) to protect the curtilage of heritage items and heritage conservation areas.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones—
- (a) Zone RU2 Rural Landscape,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R3 Medium Density Residential,
 - (d) Zone R5 Large Lot Residential,
 - (e) Zone C3 Environmental Management,
 - (f) Zone C4 Environmental Living,
- but does not apply to a subdivision by the registration of a strata plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause applies despite clause 4.1.

4.1A (Repealed)

4.1B Minimum subdivision lot sizes for dual occupancies in certain zones

- (1) The objectives of this clause are as follows—
- (a) to achieve planned residential density in certain zones,
 - (b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,
 - (c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,
 - (d) to prevent the fragmentation of land.
- (2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.
- (3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if—
- (a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and
 - (b) the lot size of each resulting lot will be at least 300 square metres, and
 - (c) the subdivision will not result in more than one principal dwelling on each resulting lot.

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4.1C Minimum qualifying site area and lot size for certain residential and centre-based child care facility development in residential zones

- (1) The objectives of this clause are as follows—
- (a) to achieve planned residential densities in certain zones,
 - (b) to achieve satisfactory environmental and infrastructure outcomes,
 - (c) to minimise any adverse impact of development on residential amenity,
 - (d) to minimise land use conflicts.
- (2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.
- (3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.
- (4) This clause does not apply to land identified as “Ingleburn Narrow Lots” on the Clause Application Map.

Column 1	Column 2	Column 3	Column 4
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Centre-based child care facilities	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

4.1D Minimum lot sizes for certain land uses in certain environment protection zones

- (1) The objectives of this clause are as follows—
- (a) to allow for certain non-residential land uses,
 - (b) to minimise any adverse impact on local amenity and the natural environment,
 - (c) to achieve satisfactory environmental and infrastructure outcomes,
 - (d) to minimise land use conflicts.
- (2) This clause applies to land in the following zones—
- (a) Zone C3 Environmental Management,
 - (b) Zone C4 Environmental Living.
- (3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

Column 1	Column 2	Column 3
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Animal boarding or training establishments	Zone C3 Environmental Management	5 hectares
Educational establishments	Zone C3 Environmental Management or Zone C4 Environmental Living	10 hectares
Places of public worship	Zone C3 Environmental Management	10 hectares

4.1E Exception to minimum lot sizes for certain land in Mount Gilead Urban Release Area

- (1) This clause applies to that part of Lot 3, DP 1218887, Appin Road, Gilead that is in Zone RU2 Rural Landscape.
- (2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land if the consent authority is satisfied that the subdivision is for the purpose of facilitating the development of land that is—
 - (a) in Zone R2 Low Density Residential, and
 - (b) identified as “Mount Gilead Urban Release Area” on the Urban Release Area Map.

4.1F Exception to minimum lot sizes for certain land in Glenfield

- (1) This clause applies to that part of Lot 91, DP 1155962 that is in Zone RU2 Rural Landscape.
- (2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land.
- (3) A dwelling cannot be erected on a lot created under this clause.

4.1G Exception to minimum subdivision lot sizes for certain residential development in Maryfields Urban Release Area

- (1) The objective of this clause is to provide flexibility in the application of lot size standards for residential development on larger sized lots on land in Zone R3 Medium Density Residential in the Maryfields Urban Release Area.
- (2) This clause applies to land in Zone R3 Medium Density Residential and identified as “Maryfields Urban Release Area” on the Urban Release Area Map.
- (3) Despite clause 4.1, development consent may be granted for the subdivision of land to which this clause applies on which is lawfully erected a type of residential accommodation if—
 - (a) the size of each lot to be subdivided is at least 1800 square metres, and
 - (b) each lot resulting from the subdivision will be at least 225 square metres and will have an erected single dwelling, and
 - (c) each lot resulting from the subdivision will have a single dwelling that is in existence and for which an occupation certificate was issued before the consent was granted.

4.2 Rural subdivision

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

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(2) This clause applies to the following rural zones—

- (a) Zone RU1 Primary Production,
- (b) Zone RU2 Rural Landscape,
- (baa) Zone RU3 Forestry,
- (c) Zone RU4 Primary Production Small Lots,
- (d) Zone RU6 Transition.

Note—

When this Plan was made it did not include all of these zones.

- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

Note—

A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones

(1) The objectives of this clause are as follows—

- (a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,
- (b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,
- (c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.

(2) This clause applies to land in the following zones—

- (a) Zone RU2 Rural Landscape,
- (b) Zone C3 Environmental Management,
- (c) Zone C4 Environmental Living.

(3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land—

- (a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or
- (b) is a lot created under this Plan (other than clause 4.2(3)), or
- (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or

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- (d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or
- (e) is an existing holding, or
- (f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by—
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
 - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note—

A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

- (4) Development consent must not be granted under subclause (3) unless—
 - (a) no dwelling house or dual occupancy (attached) has been erected on the land, and
 - (b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and
 - (c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.
- (5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).
- (6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.
- (7) In this clause—

existing holding means land that—

- (a) was a holding on the relevant date, and
- (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.

relevant date means—

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- (a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan—
 - (i) for land identified as “25 February 1977” on the Former LEP and IDO Boundaries Map—25 February 1977, or
 - (ii) for land identified as “15 July 1977” on the Former LEP and IDO Boundaries Map—15 July 1977, or
 - (iii) for land identified as “3 November 1978” on the Former LEP and IDO Boundaries Map—3 November 1978, or
- (b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or
- (c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or
- (d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or
- (e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or
- (f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

Note—

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

4.2B Erection of rural workers’ dwellings on land in Zones RU2 and C3

- (1) The objectives of this clause are as follows—
 - (a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,
 - (b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.
- (2) This clause applies to land in the following zones—
 - (a) Zone RU2 Rural Landscape,
 - (b) Zone C3 Environmental Management.
- (3) Development consent must not be granted for the erection of a rural worker’s dwelling on land to which this clause applies unless the consent authority is satisfied that—
 - (a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and
 - (b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and
 - (c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and

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ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

- (d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and
- (e) there will be not more than one rural worker's dwelling on the lot, and
- (f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and C3

- (1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision—
 - (a) *Campbelltown Local Environmental Plan No 1*,
 - (b) *Interim Development Order No 15—City of Campbelltown*.
- (2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that—
 - (a) was in existence on 26 June 1981, and
 - (b) is in Zone C3 Environmental Management, and
 - (c) has an area of at least 10 hectares.
- (3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.
- (4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that—
 - (a) was in existence on 18 July 1973, and
 - (b) is in Zone RU2 Rural Landscape.
- (5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by—
 - (a) the person who owned the land on 18 July 1973, or
 - (b) a relative of that owner, or
 - (c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.
- (6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed—
 - (a) if the land to be subdivided had an area of less than 10 hectares—nil, or
 - (b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or
 - (c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or
 - (d) if the land to be subdivided had an area of at least 80 hectares—3.

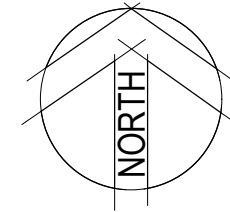
4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone C4

- (1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.
- (2) This clause applies to land identified as “1 ha” on the Lot Averaging Map.
- (3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.
- (4) Development consent must not be granted under this clause unless the consent authority is satisfied that—
 - (a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and
 - (b) each lot to be created by the subdivision contains a suitable land area for—
 - (i) a dwelling house, and
 - (ii) an appropriate asset protection zone relating to bush fire hazard, and
 - (iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and
 - (iv) other services related to the use of the land for residential occupation, and
 - (c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority’s satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and
 - (d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

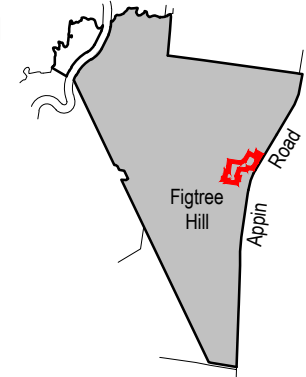
4.2E Subdivision of land in Zone C3

- (1) The objective of this clause is to provide flexibility in the application of standards for the subdivision of certain land to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) Land in Zone C3 Environmental Management may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (3) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (4) A dwelling cannot be erected on a lot created under this clause.

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>



KEY PLAN



SITING REQUIREMENTS

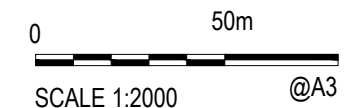
- Building Envelope
- G2
- Corner Lot Articulation
- Corner Lot Fencing
- Fencing By Lendlease
- Due to the proximity of sewer to the dwellings in this location, due care should be taken with requirements under "Guidelines for building over/adjacent to Sydney Water and Wastewater Assets"
- Stage Boundary
- Proposed Design Levels
- Pit and easement to drain water 1.5 wide
- Acoustic Fence (3m) By Lendlease
- Retaining Wall By Lendlease
- Retaining Wall Easement
- Sewer line.
- Building adjacent or over sewer must conform with Sydney Water requirements
- Concrete encased sewer - extent to be updated once approved by Sydney Water
- Split level lot
- Level of Construction Standard for Bushfire Protection to AS3959
- Dual Occupancy Development that results in two dwellings on a single allotment of land.
- Subject to Campbelltown Council approval
- Driveway locations are not fixed for dual occupancies
- Additional requirements for double fronted lots apply - refer to 88b instrument
- Electrical substation.
Refer to 88b instrument for easement terms and restrictions

FRONT AND REAR SETBACK SUMMARY

Setback Type (Minimum)	
Front Building Setback	4.5m
Rear Building Setback - Ground Level	4.0m
Rear Building Setback - Upper Level	6.0m
Front Garage Setback	5.5m & 1m Behind Building Setback

SIDE SETBACK SUMMARY

Setback Type (Minimum)	
Side Building Setback - Side A	0.9m
Side Building Setback - Side B Ground	0.9m
Side Building Setback - Side B Upper	1.2m
Side Building Setback - Corner Lot	3.0m



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Drawn WP Date 2/09/2022
Checked Date
Designed Date
Verified Date
Approved

Client LENDLEASE COMMUNITIES
Project FIGTREE HILL MDP
Title BUILDING ENVELOPE PLAN STAGE 1E

Status **FOR INFORMATION ONLY**
NOT TO BE USED FOR CONSTRUCTION PURPOSES
Datum AHD Date Sep-22 Scale 1:2000 Size A3
Drawing Number 80216021-MDP-BEP-STG-1E Revision 1

Rev	Date	Description	Des.	Verif.	Appd.
1	2/09/2022	ISSUE FOR INFORMATION	DJB		