

VOLUNTARY PLANNING AGREEMENT

11-13 Solent Circuit, Baulkham Hills

("Hills Christian Life Centre Limited")

July 2015

www.thehills.nsw.gov.au

THE
HILLS
Sydney's Garden Shire



11/15 1/17

Summary Sheet

Council

Name **The Hills Shire Council**
Address **3 Columbia Court
BAULKHAM HILLS NSW 2153**
Telephone **(02) 9843 0555**
Facsimile **(02) 9843 0409**
Email **council@thehills.nsw.gov.au**

Land Owner

Representative **Mr Dave Walker – General Manager**
Name **Hills Christian Life Centre Limited**
Address **1-9 Solent Circuit, Baulkham Hills, NSW
2153**
Telephone **8853 5230**
Facsimile **8853 5257**
Email **georgea@hillsong.com**
Representative **George Aghaganian**

Developer

Name **Capital Corporation (Waterside) Pty Ltd**
Address **705/12 Century Circuit, Baulkham Hills,
NSW 2153**
Telephone **8853 5000**
Facsimile **8853 5099**
Email **rdecarvalho@capcorp.com.au**
Representative **Richard de Carvalho**

Land

Lot 5074 in Deposited Plan 1003042

Planning Proposal

The proposal made pursuant to Part 3 of the Act to amend The Hills LEP to:

- increase the maximum building height from RL 116m to RL 143.20m,
- increase the floor space ratio from 1.49:1 to 2.42:1,
- allow uses (commercial premises, residential flat buildings, business identification signs and building identification signs) that are permissible within the B2 Local Centre zone within that part of the site zoned

SP2 (Infrastructure) through Schedule 1 - Additional Permitted Uses, and

- specify a minimum of 6,000m² commercial floor space to be provided on the site.

Proposed Development	The development of the Land for the purpose of: <ul style="list-style-type: none">• the demolition of the Sydney Ice Arena and construction of a mixed use development comprising approximately 240 residential units and a minimum of 6,000m² commercial floor space on the Land.
Dedication Lands	Not applicable
Works	Not applicable
Monetary Contributions	See Schedule 1
Security Amount	Not applicable

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Planning Agreement

Dated

Parties

The Hills Shire Council ABN 25 034 494 656 of 3 Columbla Court, Baulkham Hills, New South Wales 2153 (**Council**)

Hills Christian Life Centre Limited ABN 42 406 987 921 of 1-9 Solent Circuit, Baulkham Hills, New South Wales 2153 (**Land Owner**)

Capital Corporation (Waterside) Pty Ltd ACN 164 219 774 of 705/12 Century Circuit, Baulkham Hills, New South Wales, 2153 (**Developer**)

Background

- A. Council is the consent authority pursuant to the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**) for the Proposed Development.
- B. The Developer has entered into an agreement with the Land Owner to lodge a Development Application for the Proposed Development on the Land in accordance with The Hills Local Environmental Plan (as amended).

The Developer offers to:

- (a) pay the Monetary Contributions,
in relation to the Proposed Development as set out in this Agreement.

Operative provisions

1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this Agreement.

2. Planning agreement under the Act

The Parties agree that this document is a planning agreement within the meaning of subdivision 2, Division 6, Part 4 of the Act.

3. Application of this document

This document is made in respect of the Proposed Developments and applies to the Land.

4. No restriction on Council's Powers

This Agreement or anything done under this Agreement:

- (a) is not to be taken as approval or consent by Council as a regulatory authority; and

- (b) does not in any way inhibit, deter or prejudice Council in the proper exercise of its functions, duties or powers,

pursuant to any legislation including the Act, the *Roads Act 1993* (NSW) and the *Local Government Act 1993* (NSW).

5. Operation of this Agreement

5.1 This Agreement operates when:

- (a) The Planning Proposal that allows for the Proposed Development to be carried out and the amending Local Environmental Plan is published on the NSW Legislation Website; and
- (b) Development Consent is granted for the Proposed Development and a Notice of Commencement pursuant to section 81 of the Act for that Development Consent has been submitted to Council notifying that a principal certifying authority has been appointed and work is to commence.

5.2 When this Agreement operates it is a binding contract between the parties.

6. Monetary Contributions

6.1 Payment

The Developer must pay the Monetary Contributions prior to the issue of an Occupation Certificate (interim or final) for the Proposed Development. Payment of the Monetary Contributions may be made by cheque or electronic bank transfer to Council's nominated bank account.

6.2 Rate of Payment / Adjustments

The figure specified in Schedule 1 – Monetary Contributions (\$3,130,000.00) will be adjusted (below or in excess of this amount) in accordance with a calculation based on the actual number of units approved in a Development Consent. Any adjustment to the figure specified in Schedule 1 will be calculated at a rate equal to \$13,041.67 per unit (subject to indexation as specified in clause 6.3 Annual Increases).

6.3 Annual Increases

On the two (2) year anniversary of the date of this document and on each one (1) year anniversary thereafter, the Monetary Contribution applicable immediately prior to that anniversary will be increased by the same percentage as the annual percentage increase, if any, in the Consumer Price Index most recently published prior to the relevant anniversary. The increased Monetary Contributions will be the Monetary Contributions in the subsequent 12 months.

6.4 Public Purpose

The Monetary Contributions are required for the funding of the construction of improvements to the public domain as set out in Schedule 1 and Council will apply the Monetary Contributions for those purposes.

7. Dispute Resolution

- 7.1 Any dispute between the parties is to be referred to the General Manager of the Council, and the Chief Executive Officer of the Land Owner and the Developer, who may then resolve the dispute, which is to be final and binding on all parties.
- 7.2 Such a dispute is taken to arise if one party gives another party a notice in writing specifying particulars of the dispute.
- 7.3 If a notice is given under clause 13, the parties referred to in clause 13.1 are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 7.4 If the dispute is not resolved within a further 28 days, the dispute is to be referred to the President of the NSW Law Society to appoint an expert for determination.
- 7.5 The expert determination is binding on the parties except in the case of fraud or misfeasance by the expert.
- 7.6 Each party is to bear its own costs arising from or in connection with the appointment of the expert and the determination.

8. Application of s94, s94A and s94EF of the EPAA

- 8.1 For the purpose of section 93F(5) this Agreement excludes the application of sections 94, 94A and 94EF of the Act in relation to the Development Application and the Proposed Development.

9. Modifications

- 9.1 In the event that the Proposed Development is changed, modified or amended prior to completion of the development, and a further development or modification application is made for the development of the Land, then any Agreement Contributions made pursuant to this Agreement shall, to the extent that it is lawful:
 - (a) be taken into account as part of any development contribution for the purpose of any planning agreement relating to a later application in respect of the Land; and
 - (b) be taken into account for the purposes of section 79C of the Act.

10. Termination

10.1 Development Consents

If Development Consent is granted by the Council with respect to the Development Application, this document terminates with respect to that particular Development Consent:

- (a) on the lapse of the Development Consent; or
- (b) on the formal surrender of the Development Consent; or
- (c) on the final determination by a Court of competent jurisdiction issuing a declaration that the Development Consent is invalid.

11. Consequences

- 11.1 On the date of termination or rescission of this document, subject to the following sub-paragraphs each party releases each other party from any obligation to perform any term, or any liability arising out of, this document after the date termination.
- 11.2 Any unapplied component of the Monetary Contributions that has been provided to Council will be refunded to the Developer as soon as practicable after the date of termination.
- 11.3 Termination or rescission of this document does not release either party from any obligation or liability arising under this document before termination or rescission.

12. Private Certifiers

Where Council is not the certifying authority for any aspect of the Proposed Development the Developer must on the appointment of a private certifier provide a copy of this Agreement to the private certifier.

13. Notices

- 13.1 Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- 13.2 Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient specified in the Summary Sheet or most recently notified by the recipient to the sender.
- 13.3 Any notice is effective for the purposes of this document upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00am on the next day following delivery or receipt.

14. Breach Notice and Rectification

- 14.1 If the Developer is, in the opinion of Council, in breach of a material obligation under this document, Council may provide written notice of the breach to the Developer and require rectification of that breach within a reasonable period of time (Breach Notice).
- 14.2 Unless there are compelling reasons to extend or abridge the period of time permitted for rectification, a reasonable period of time is taken to be fourteen days from receipt of written notification of the breach.
- 14.3 If the breach is not rectified within the time specified in the Breach Notice, or otherwise agreed between the Parties, Council may rectify the breach as the agent of the Developer and at the risk of the Developer. The Developer must pay all reasonable costs incurred by the Council in remedying the breach.

15. Registration of document on Title

15.1 Acknowledgement

The Developer acknowledges that Council intends to register this document under section 93H of the Act on the Land and on registration by the Registrar-General the

document will be binding on and enforceable against the owners of the Land from time to time as if each owner for the time being had entered into this document.

15.2 Consents to Registration

This document must be registered on the title of the Land as soon as practicable after it is made. Each Party must promptly execute any document and perform any action necessary to effect the registration of this document on the title of the Land.

15.3 Release from Registration

Council will at the request of the Developer release the Land from registration of this document where the Agreement Contributions have been made and no other money is owing to Council under this Agreement. The obligations of the Council are satisfied when Council provides the Developer with a signed Request in registrable form for the release of registration of this document.

15.4 Registration Expenses

The Developer must pay Council's reasonable expenses including registration fees, any stamp duty, legal costs and disbursements, for the registration of this document and the subsequent removal of registration, on an indemnity basis.

16. Costs

16.1 The Developer must pay on demand Council's costs and expenses including legal costs and disbursements on an indemnity basis, survey fees and consultant's charges reasonably incurred in relation to:

- (b) the preparation, review, amendment and finalisation of this Agreement, including all attendances and related advice;
- (c) any request by the Developer under the Agreement;
- (d) the preparation, lodgement and withdrawal of any caveat over the Land or pursuant to this Agreement;
- (e) any litigation or dispute resolution procedure involving the Council in respect of this Agreement in which no judgement or order is awarded against Council; and
- (f) any breach of a provision of this Agreement by the Developer.

16.2 The Developer must pay interest on any money due to Council but not paid on the due date from the date payment was due at the Prescribed Rate.

17. GST

If any payment made by one party to any other party under or relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this document.

18. General

18.1 Assignment

- (a) The Developer must not transfer any right or liability under this document without the prior consent of Council.
- (b) In the event that the Developer enters into a contract for the sale of the Land the subject of the Development Consent, the Developer (as vendor) shall disclose to the purchaser the existence of this Agreement.

18.2 Governing law and jurisdiction

- (a) This document is governed by and construed under the law in the State of New South Wales.
- (b) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

18.3 Amendments

Any amendment to this document has no force or effect, unless effected by a document executed by the parties.

18.4 Pre-contractual negotiation

This document:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

18.5 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this document, whether before or after performance of this document.

18.6 Continuing performance

- (a) The provisions of this document do not merge with any action performed or document executed by any party for the purposes of performance of this document.
- (b) Any representation in this document survives the execution of any document for the purposes of, and continues after, performance of this document.
- (c) Any indemnity agreed by any party under this document:

- (i) constitutes a liability of that party separate and independent from any other liability of that party under this document or any other agreement; and
- (ii) survives and continues after performance of this document.

18.7 Waivers

Any failure by any party to exercise any right under this document does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

18.8 Remedies

The rights of a party under this document are cumulative and not exclusive of any rights provided by law.

18.9 Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

18.10 Party acting as trustee

If a party enters into this document as trustee of a trust, that party and its successors as trustee of the trust will be liable under this document in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this document:

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;
- (b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this document on behalf of the trust and that this document is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust;
- (c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

18.11 Representations and warranties

The Parties represent and warrant that they have power to enter into this document and comply with their obligations under the document and that entry into this document will not result in the breach of any law.

18.12 Severability

If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

19. Definitions and Interpretation

19.1 In this document unless the context otherwise requires:

Act means the *Environmental Planning and Assessment Act 1979* (NSW)

Agreement Contributions means the Monetary Contributions, dedication of land or the provision of a material public benefit including the Works, under this Agreement.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales;

Consumer Price Index means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics or if this price index is discounted then such price index as Council may select.

Developer means the Developer specified in the Summary Sheet.

Development Application means a development application made under Part 4 of the Act and includes a staged development application.

Development Consent means the development consent granted by the Council under section 80 of the Act to the Proposed Development.

Encumbrance includes any mortgage or charge, lease, (or other right of occupancy) or profit a prendre.

Environment has the same meaning as set out in the Dictionary to the *Protection of the Environment Operations Act 1997* (NSW).

GST means any tax, levy, charge or impost implemented under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Act) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act;

Land means the land specified in the Summary Sheet.

Land Owner mean the Land Owner specified in the Summary Sheet as the.

Monetary Contributions means the monetary contributions specified in Schedule 1.

Occupation Certificate means an occupation certificate under the Act.

Party means a party to this document, including their successors and assigns.

Planning Proposal means the planning proposal made under Part 3 of the Act as specified in the Summary Sheet.

Prescribed Rate means the rate prescribed from time to time under the *Uniform Civil Procedure Rules 2005* as the rate of interest on judgment debts plus 2%, calculated daily and compounded on the last day of each month.

Proposed Development means the proposed development as described in the Summary Sheet.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

19.2 Interpretation

In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to a provision of an Act or Regulation is a reference to that provision as at the date of this document;
- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (m) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- (n) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit

or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;

- (o) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day; and
- (p) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

Schedule 1 – Monetary Contributions

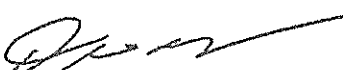
Monetary Contribution	Public Purpose	Date for Payment
\$1,650,000	Open Space - Land	Prior to issue of an Occupation Certificate.
\$492,158	Open Space - Embellishment	Prior to issue of an Occupation Certificate.
\$79,161	Community - Land	Prior to issue of an Occupation Certificate.
\$324,300	Community - Embellishment	Prior to issue of an Occupation Certificate.
\$581,121	Transport – Capital (to be allocated towards the provision of traffic signals at the western intersection of Solent Circuit and Norwest Boulevard)	Prior to issue of an Occupation Certificate.
\$3,130,000*		

*Refer clause 6.2

Execution Page



The common seal of The Hills Shire Council was affixed under a resolution passed by council on 28 July 2015 in the presence of:




General Manager



Mayor

Dave Walker
Print name 11/8/2015


Andrew Jefferies
Print name 11/8/2015



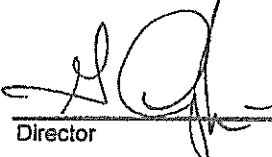
Witness

KATRINA REEVES
Print name

Executed by Hills Christian Life Centre Limited in accordance with s127 of the Corporations Act 2001 (Cth):



Secretary / Director



Director

PETER RIDLEY
Print name

GEORGE AGHAJANIAN
Print name

Form: 01TG
Release: 3-1

TRANSFER GRANTING EASE

New South Wales
Real Property Act 1900



AM419245F

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

Extra fee raised

(A) **TORRENS TITLE**

Servient Tenement 5074/1003042	Dominant Tenement EASEMENT IN GROSS
-----------------------------------	----------------------------------------

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any LTS Lockley Locked Bag 5 GORDON NSW 2072 Reference: 42876-42982	CODE TG
	eplan@lockley.com.au Ph: 9499 9805	

(C) **TRANSFEROR**

HILLS CHRISTIAN LIFE CENTRE LTD	ACN: 074 657 935
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(D) The transferor acknowledges receipt of the consideration of \$ _____ and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE SHOWN AS 'D' IN ANNEXURE 'C' AND INCORPORATING TERMS SETOUT IN ANNEXURE 'A'

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable): _____

(G) **TRANSFeree**

ENDEAVOUR ENERGY (REF UCL 7002) ABN 59 253 130 878

DATE _____

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness:
Address of witness:

Refer to Annexure 'B' for Execution Clause

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: *Raymond Simmonds*

Signature of attorney:

Helen Smith

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

Attorney's name: Mgr Property & Fleet
Signing on behalf of: ENDEAVOUR ENERGY
Power of attorney-Book: _____
-No.: 4705
566

**TRANSFER GRANTING EASEMENT
ANNEXURE "A"**

TORRENS TITLE	Servient Tenement	Dominant Tenement
	5074/1003042	Easement in Gross
TRANSFEROR	HILLS CHRISTIAN LIFE CENTRE LTD	
EASEMENT	Easement for Padmount Substation 2.75 wide shown as (D) in Annexure 'C'	
TRANSFeree	Endeavour Energy ABN 59 253 130 878	

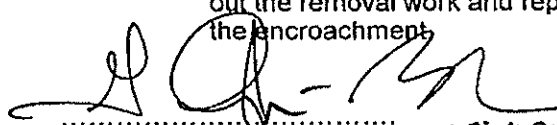

TERMS OF EASEMENT FOR PADMOUNT SUBSTATION

1.0 Definitions

- 1.1 **easement site** means that part of the servient tenement that is affected by this easement.
- 1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.3 **Endeavour Energy** means Endeavour Energy ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.6 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.
- 1.7 **transferor** means the registered proprietor of the servient tenement and its successors (including those claiming under or through the registered proprietor).

2.0 Endeavour Energy may:

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the servient tenement using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 trim or remove any vegetation from the servient tenement that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment



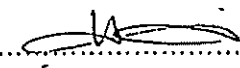
Transferee **George Achasanian** Secretary **Peter Ricketts** Transferee
 Director **Helen Smith**

**TRANSFER GRANTING EASEMENT
ANNEXURE "A" (cont'd)**

TORRENS TITLE	Servient Tenement	Dominant Tenement
	5074/1003042	Easement in Gross
TRANSFEROR	HILLS CHRISTIAN LIFE CENTRE LTD	
EASEMENT	Easement for Padmount Substation 2.75 wide shown as (D) in Annexure 'C'	
TRANSFeree	Endeavour Energy ABN 59 253 130 878	

TERMS OF EASEMENT FOR PADMOUNT SUBSTATION

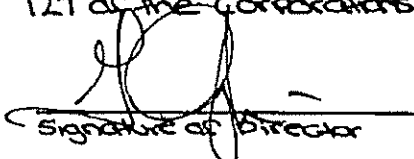
- 3.0 In exercising its rights under this easement Endeavour Energy will take reasonable precautions to minimise disturbance to the servient tenement and will restore the servient tenement as nearly as practicable to its original condition.
- 4.0 The transferor agrees that, without the prior written permission of Endeavour Energy and in accordance with such conditions as Endeavour Energy may reasonably impose, it will not:
 - 4.1 install or permit to be installed any services or structure within the easement site, or
 - 4.2 alter the surface level of the easement site, or
 - 4.3 do or permit to be done anything that restricts access to the easement site by Endeavour Energy.
- 5.0 Endeavour Energy will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the servient tenement.
- 6.0 Lessee of Endeavour Energy's Distribution System
 - 6.1 Notwithstanding any other provision in this easement, the transferor grants to Endeavour Energy the easement and acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
 - 6.2 The transferor must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

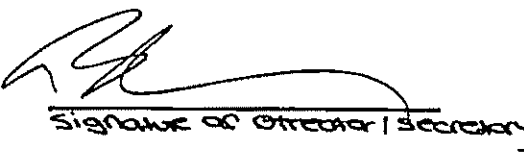
 Transferor George Athanasou Director	 Peter Ridgway Secretary	 Transferee Helen Smith
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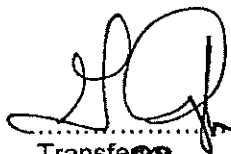

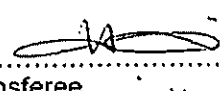
TRANSFER GRANTING EASEMENT
ANNEXURE "B"

TORRENS TITLE	Servient Tenement	Dominant Tenement
	5074/1003042	Easement in Gross
TRANSFEROR	HILLS CHRISTIAN LIFE CENTRE LTD	
EASEMENT	Easement for Padmount Substation 2.75 wide shown as (D) in Annexure 'C'	
	Endeavour Energy ABN 59 253 130 878	

executed by Hills Christian Life Centre Ltd
 ACN: 074 657 935 in accordance with section
 127 of the Corporations Act


 Signature of Director
George Aghajanian
 Name


 Signature of Director / Secretary
Peter Ridley
 Name

  
 Transferee Secretary Transferee
 Director Peter Ridley Helen Smith
 George Aghajanian

L.G.A: THE HILLS
LOCALITY: BAULKHAM HILLS

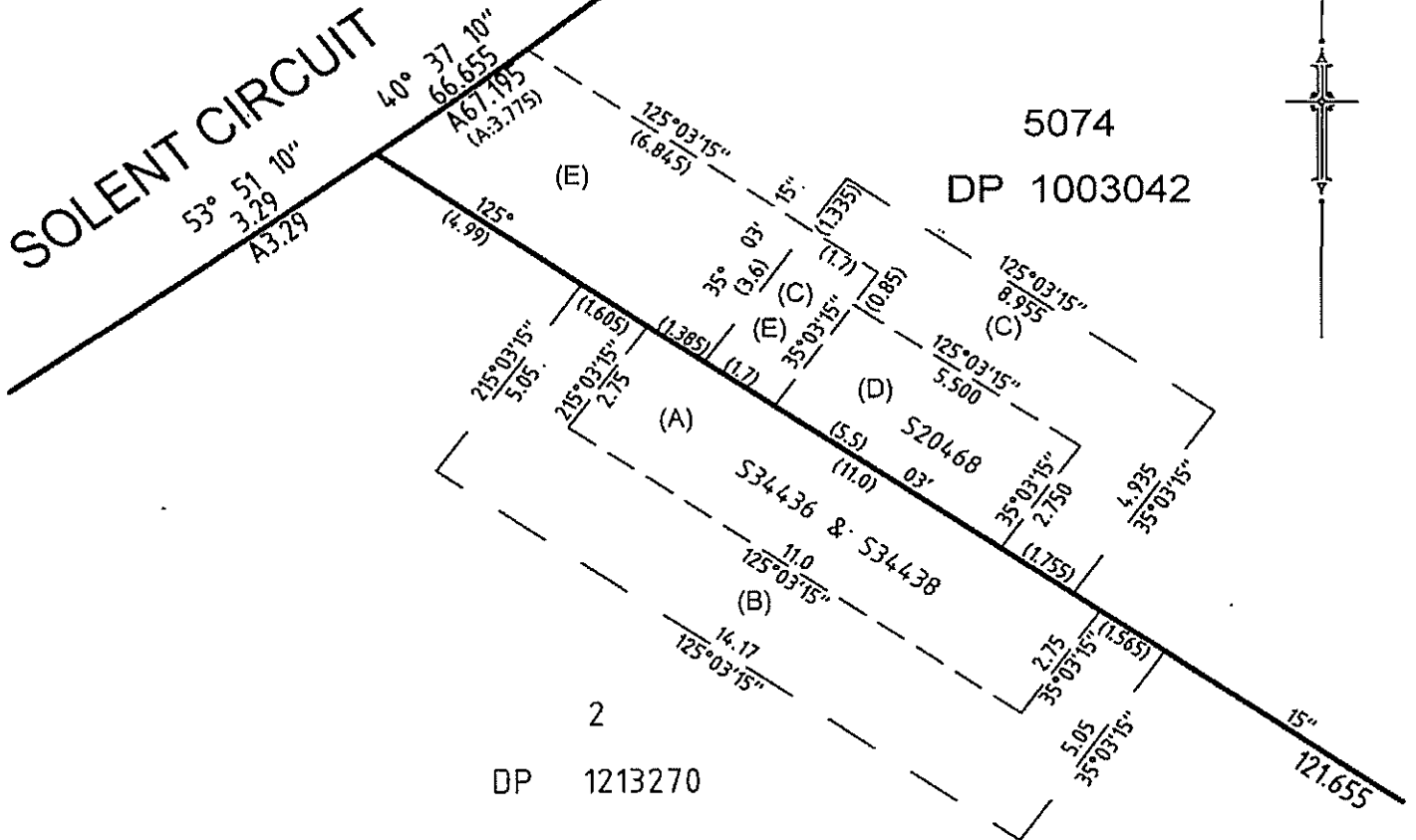
PLAN

ANNEXURE 'C'

SHOWING SUBSTATION PREMISES No.34436, No.34438 & No.20468
EASEMENT FOR PADMOUNT SUBSTATION, UNDERGROUND CABLES AND RESTRICTION
ON THE USE OF LAND WITHIN C.T. FOLIO IDENTIFIERS 2/1213270 & 5074/1003042

PARISH OF CASTLE HILL - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:150



- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (B) RESTRICTION ON THE USE OF LAND
- (C) RESTRICTION ON THE USE OF LAND
- (D) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (E) EASEMENT FOR UNDERGROUND CABLES 3.6 WIDE

A. Lockley

REGISTERED SURVEYOR N.S.W.

SIGNATURES AND SEALS OF PARTIES

George Agnolario
 George Agnolario
 Director

Peter Ridley
 Peter Ridley
 Secretary

Helen Smith
 Transferee
 Helen Smith

Form: 01TG
Release: 3-1

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900



AM419246D

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

Extra fee. Raise

(A) TORRENS TITLE	Servient Tenement	Dominant Tenement
	5074/1003042	EASEMENT IN GROSS

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	<i>W</i>	<i>LTS Lockrey Locked Bag 5 GORDON NSW 2072 Reference: 42876-42982</i>	TG

(C) TRANSFEROR	HILLS CHRISTIAN LIFE CENTRE LTD	ACN: 074 657 935
----------------	---------------------------------	------------------

(D) The transferor acknowledges receipt of the consideration of \$ _____ and transfers and grants—

(E) DESCRIPTION OF EASEMENT	EASEMENT FOR UNDERGROUND CABLES 3.6 WIDE SHOWN AS 'E' IN ANNEXURE 'C' AND INCORPORATING TERMS SETOUT IN ANNEXURE 'A'
-----------------------------	----------------------------------------------------------------------------------------------------------------------

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable): _____

(G) TRANSFEREE	ENDEAVOUR ENERGY (REF UCL 7002) ABN 59 253 130 878
----------------	-------------------------------------------------------

DATE _____

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness:
Address of witness:

Refer to Annexure 'B'
for Execution Clause

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: *R Simmonds*

Signature of attorney: *Helen Smith*

Name of witness: *Raymond Simmonds*
Address of witness: *c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148*

Attorney's name: *Mgr Property & Fleet*
Signing on behalf of: *ENDEAVOUR ENERGY*
Power of attorney-Book: *4705*
-No.: *566*

**TRANSFER GRANTING EASEMENT
ANNEXURE "A"**

TORRENS TITLE	Servient Tenement	Dominant Tenement
	5074/1003042	Easement in Gross
TRANSFEROR	HILLS CHRISTIAN LIFE CENTRE LTD	
EASEMENT	Easement for underground cables 3.6 wide shown as (E) in Annexure 'C'	
TRANSFeree	Endeavour Energy ABN 59 253 130 878	

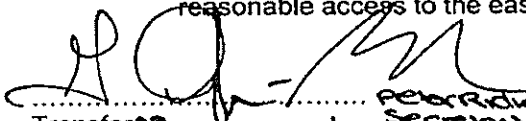

TERMS OF EASEMENT FOR UNDERGROUND CABLES

1.0 Definitions

- 1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 1.2 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
- 1.3 **Endeavour Energy** means Endeavour Energy ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 Endeavour Energy may:

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and


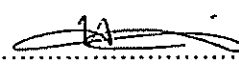
 Transferor: **George Aghajanian** Secretary: **Helen Smith**
 Director

**TRANSFER GRANTING EASEMENT
ANNEXURE "A" (cont'd**

TORRENS TITLE	Servient Tenement	Dominant Tenement
	5074/1003042	Easement in Gross
TRANSFEROR	HILLS CHRISTIAN LIFE CENTRE LTD	
EASEMENT	Easement for underground cables 3.6 wide shown as (E) in Annexure 'C'	
TRANSFeree	Endeavour Energy ABN 59 253 130 878	

TERMS OF EASEMENT FOR UNDERGROUND CABLES

- 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 3.0 In exercising its rights under this easement Endeavour Energy will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 4.0 The owner agrees that, without the prior written permission of Endeavour Energy and in accordance with such conditions as Endeavour Energy may reasonably impose, it will not:
 - 4.1 install or permit to be installed any services or structure within the easement site, or
 - 4.2 alter the surface level of the easement site, or
 - 4.3 do or permit to be done anything that restricts access to the easement site by Endeavour Energy.
- 5.0 Endeavour Energy will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 6.0 Lessee of Endeavour Energy's Distribution System
 - 6.1 Notwithstanding any other provision in this easement, the owner grants to Endeavour Energy the easement and acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
 - 6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

 Transferred _____ Secretary _____ Transferee _____

 George Achajania Helen Smith

 Director

TRANSFER GRANTING EASEMENT
ANNEXURE "B"

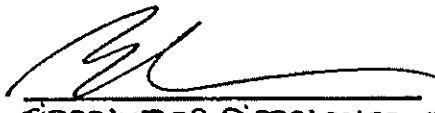
TORRENS TITLE	Servient Tenement	Dominant Tenement
	5074/1003042	Easement in Gross
TRANSFEROR	HILLS CHRISTIAN LIFE CENTRE LTD	
EASEMENT	Easement for underground cables 3.6 wide shown as (E) in Annexure 'C'	
TRANSFeree	Endeavour Energy ABN 59 253 130 878	

Executed by Hills Christian Life Centre Ltd

Act: 074 657 935 in accordance with section 127
of the Corporations Act



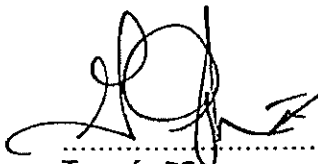
signature of Director




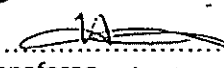
signature of Director/secretary

George Aghajanian
Name

Peter Ridley
Name


.....
Transferee
George Aghajanian
Director


.....
Peter Ridley
Secretary


.....
Transferee
Helen Smith

L.G.A: THE HILLS
LOCALITY: BAULKHAM HILLS

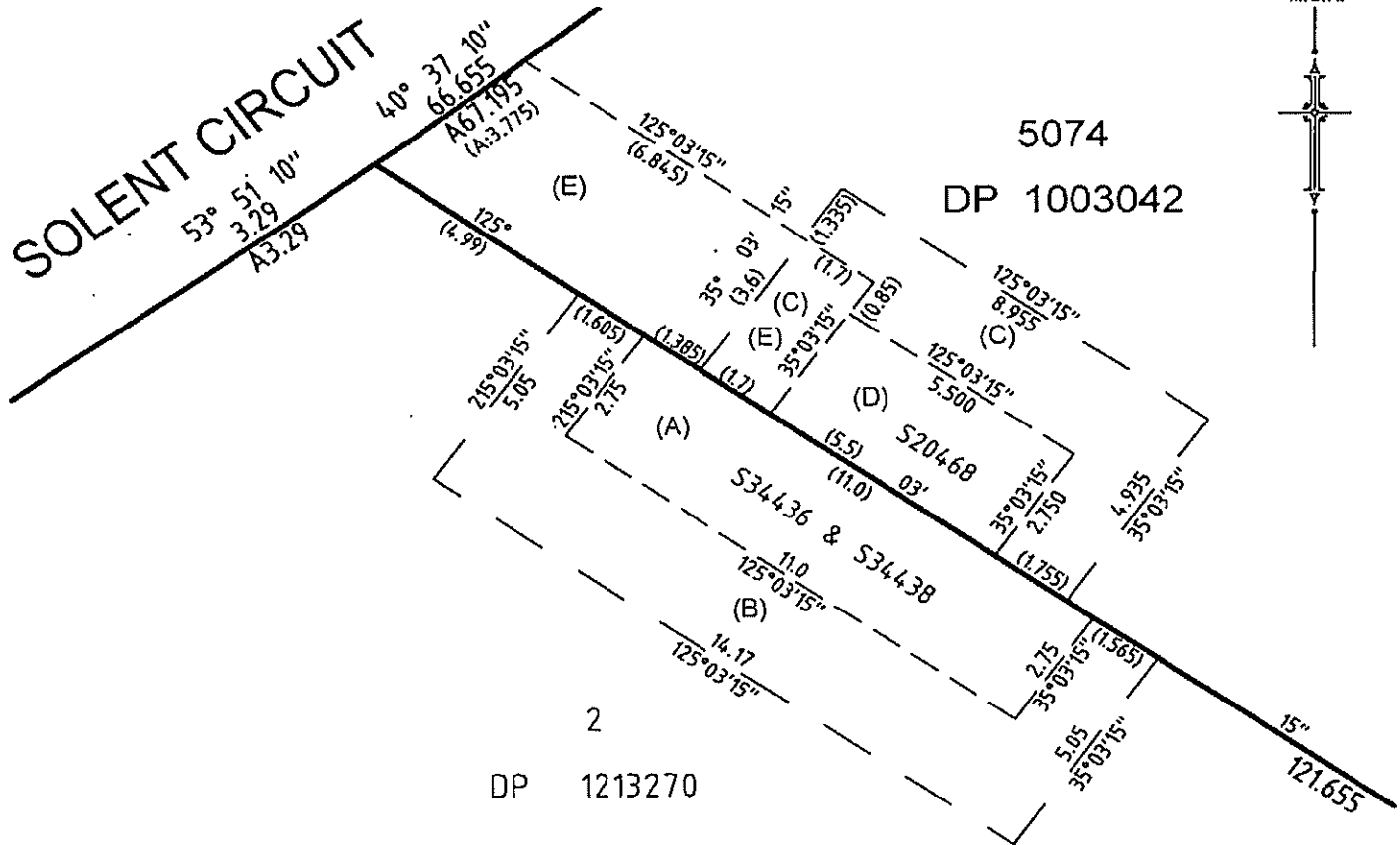
PLAN

ANNEXURE 'C'

SHOWING SUBSTATION PREMISES No.34436, No.34438 & No.20468
EASEMENT FOR PADMOUNT SUBSTATION, UNDERGROUND CABLES AND RESTRICTION
ON THE USE OF LAND WITHIN C.T. FOLIO IDENTIFIERS 2/1213270 & 5074/1003042

PARISH OF CASTLE HILL - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:150



- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (B) RESTRICTION ON THE USE OF LAND
- (C) RESTRICTION ON THE USE OF LAND
- (D) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (E) EASEMENT FOR UNDERGROUND CABLES 3.6 WIDE

[Signature]
 REGISTERED SURVEYOR N.S.W.

SIGNATURES AND SEALS OF PARTIES

[Signature]
 Georgina Hajarian
 Director

[Signature]
 Peter Ridley
 Secretary

[Signature]
 Transferee
 Helen Smith

Form: 13RPA
Release: 3-1

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**
New South Wales



AM419247B

Section 88E(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE** 5074/1003042

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>LTS Lockley Locked Bag 5 GORDON NSW 2072 eplan@lockley.com.au ph: 9499 9805</i>	CODE RV
Reference: 42876-42982		

(C) **REGISTERED PROPRIETOR** Of the above land
HILLS CHRISTIAN LIFE CENTRE LTD ACN: 074 657 935

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919
ENDEAVOUR ENERGY ABN 59 253 130 878 (REF UCL 7002)

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE _____

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *Raymond Simmonds*

Name of witness: Raymond Simmonds

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

Signature of authorised officer: *Helen Smith*

Name of authorised officer: Helen Smith

Position of authorised officer: Mgr Property & Fleet
Power of Attorney - Book 4705 No 566

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

Signature of witness: _____

Signature of registered proprietor: _____

Name of witness: _____

Address of witness: Refer to Annexure 'B'
for Execution Clause

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction.
I certify that the N.A., who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: _____ Signature of N.A. _____

Name of witness: _____

Address of witness: _____

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY ANNEXURE "A"

TORRENS TITLE	Torrens Title
	5074/1003042
REGISTERED PROPRIETOR	HILLS CHRISTIAN LIFE CENTRE LTD
RESTRICTION	Restriction on the Use of Land shown as (C) in Annexure 'C'
PRESCRIBED AUTHORITY	Endeavour Energy ABN 59 253 130 878

Terms of Restriction on the Use of Land

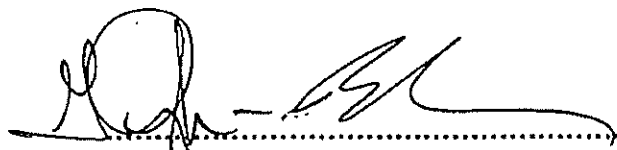
1.0 Definitions

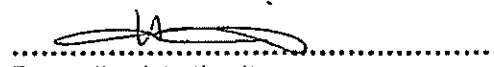
- 1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown on the plan as (C) in 'Annexure C'

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

- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the Registered Proprietor provides the Prescribed Authority with an engineer's certificate to this effect.

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


 Registered Proprietor
 Director
 GEORGE A. GULLIS


 Prescribed Authority
 Helen Smith

**TORRENS
TITLE**

Torrens Title	
5074/1003042	

**REGISTERED
PROPRIETOR**

HILLS CHRISTIAN LIFE CENTRE LTD

RESTRICTION

Restriction on the Use of Land shown as (C) in Annexure 'C'


**PRESCRIBED
AUTHORITY**


Endeavour Energy ABN 59 253 130 878

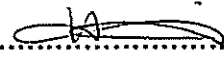
4.0 Lessee of Endeavour Energy's Distribution System

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

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


 Registered Proprietor
 George Athanasou
 Director


 Secretary
 Peter Ridley


 Prescribed Authority
 Helen Smith

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY
ANNEXURE "B"

TORRENS
TITLE

Torrens Title	
5074/1003042	

REGISTERED
PROPRIETOR

HILLS CHRISTIAN LIFE CENTRE LTD


RESTRICTION


Restriction on the Use of Land shown as (C) in Annexure 'C'

PRESCRIBED
AUTHORITY

Endeavour Energy ABN 59 253 130 878

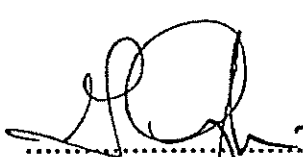
Executed by Hills Christian Life Centre Ltd
ACN: 074 657 935 in accordance with section
127 of the Corporations Act



Signature of Director

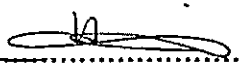

Signature of Director/Secretary

George Aghajanian
Name

Peter Ridley
Name

 Registered Proprietor
George Aghajanian
Director.

 Peter Ridley Prescribed Authority
secretary

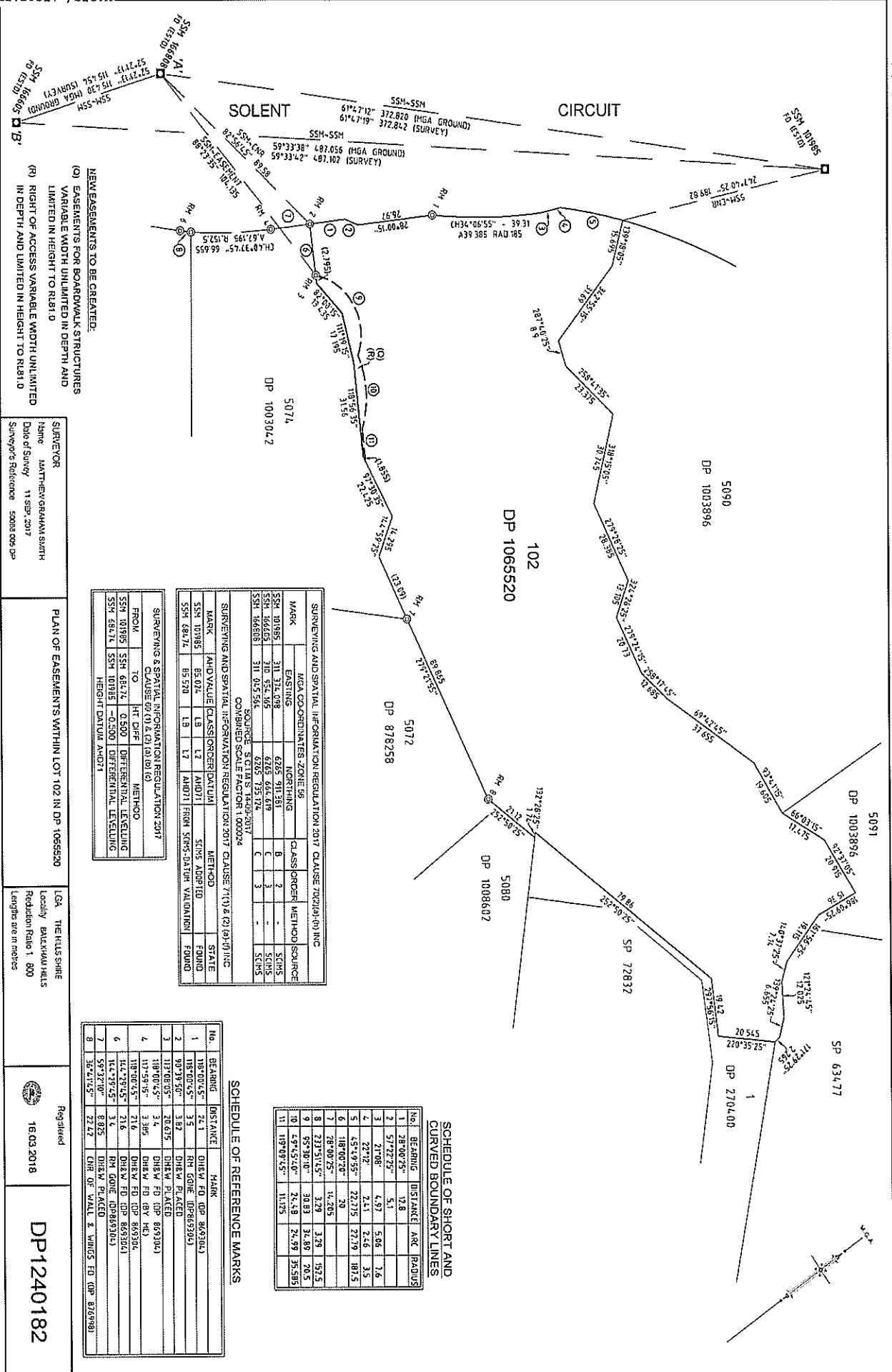
 Helen Smith

PLAN FORM A2 (A2)

DP1240182

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

opPlan Sheet 1 of 1 sheet(s)

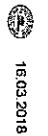


MEASUREMENTS TO BE CREATED:
 (Q) EASEMENTS FOR BOARDWALK STRUCTURES
 VARIABLE WIDTH UNLIMITED IN DEPTH AND
 LIMITED IN HEIGHT TO RL81.0
 (R) RIGHT OF ACCESS VARIABLE WIDTH UNLIMITED
 IN DEPTH AND LIMITED IN HEIGHT TO RL81.0

SURVEYOR
 Name MATTHEW GRAHAM SMITH
 Date of Survey 11 SEP 2017
 Surveyor's Reference 5000 009 DP

PLAN OF EASEMENTS WITHIN LOT 102 IN DP 1066520

LGA THE HILLS SHIRE
 Locality BUCKLEBAH HILLS
 Reduction Ratio 1:800
 Lengths are in metres



DP1240182


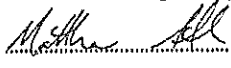
SURVEYING AND SPATIAL INFORMATION REGULATION 2017 CLAUSE 7(1)(a) (i) INC			
MARK	MGA COORDINATES	ZONE	CLASS ORDER
SSM 101985	311 371.098	6465 911.381	B
SSM 166608	311 552.465	6465 604.619	C
SSM 166608	311 025.594	6465 735.724	C

SURVEYING AND SPATIAL INFORMATION REGULATION 2017 CLAUSE 7(1)(a) (ii) INC			
MARK	APD VALUE	CLASS ORDER	METHOD
SSM 101985	65.074	L9	AHD071
SSM 166608	65.570	L9	AHD071


SURVEYING AND SPATIAL INFORMATION REGULATION 2017 CLAUSE 7(1)(a) (ii) INC			
MARK	APD VALUE	CLASS ORDER	METHOD
SSM 101985	65.074	L9	AHD071
SSM 166608	65.570	L9	AHD071

No.	BEARING	DISTANCE	MARK
1	118°00'45"	75.1	DRAW FD (DP 867304)
2	118°00'45"	3.5	RM GORE (DP867304)
3	117°08'05"	20.675	DRAW PLACED
4	118°00'45"	3.4	DRAW FD (DP 867304)
5	117°59'15"	3.366	DRAW FD (BY H.N.)
6	116°29'45"	21.6	DRAW FD (DP 867304)
7	116°29'45"	3.4	RM GORE (DP867304)
8	57°32'10"	8.975	DRAW PLACED
9	57°32'10"	22.2	DRAW FD (DP 867304)

No.	BEARING	DISTANCE	ARC RADIUS
1	28°00'25"	12.8	
2	57°22'29"	5.1	
3	21°08'	4.97	5.06
4	22°12'	2.11	2.46
5	45°14'55"	22.75	22.19
6	118°00'20"	20	
7	28°00'25"	14.285	
8	22°51'45"	3.29	3.28
9	95°30'10"	30.83	31.83
10	49°45'40"	24.19	24.98
11	119°07'45"	11.925	

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only			Office Use Only		
Registered:  16.03.2018		DP1240182			
Title System: TORRENS					
PLAN OF EASEMENTS WITHIN LOT 102 IN DP1065520		LGA: THE HILLS SHIRE Locality: BAULKHAM HILLS Parish: CASTLE HILL County: CUMBERLAND			
<p style="text-align: center;">Survey Certificate</p> <p>I, MATTHEW GRAHAM SMITH of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on of</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding** EAESMENTS) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on 11-09-17, the part not surveyed was compiled in accordance with that Regulation, or</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 11-12-17</p> <p>Surveyor Identification No: 8650 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><i>*Strike out inappropriate words.</i> <i>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>			
		<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p><i>*Strike through if inapplicable.</i></p>			
Plans used in the preparation of survey/compilation. DP1065520 DP1003042 DP869304 DP876998		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 50088 005DP [35503_1]		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

Office Use Only
Registered:  16.03.2018

Office Use Only
DP1240182

PLAN OF EASEMENTS WITHIN LOT 102 IN
DP1065520

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:
Date of Endorsement:

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

1. EASEMENTS FOR BOARDWALK STRUCTURES VARIABLE WIDTH LIMITED IN STRATUM (Q)
2. RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (R)

If space is insufficient use additional annexure sheet


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only
Registered:  16.03.2018

Office Use Only
DP1240182

PLAN OF EASEMENTS WITHIN LOT 102 IN
DP1065520


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

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

Subdivision Certificate number:

Date of Endorsement:

EXECUTED by)
HILLS CHRISTIAN LIFE CENTRE LTD)
ACN 074 657 935)
in accordance with Section 127)
of the Corporations Act)


.....
Signature of Director

GEORGE AGHAJANIAN
.....
NAME (please print)


.....
Signature of Director/secretary

LEIGH HOWARD-SMITH
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50088 005DP


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

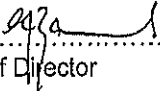
ePlan

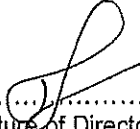
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only	Office Use Only
Registered:  16.03.2018	<h1>DP1240182</h1>
PLAN OF EASEMENTS WITHIN LOT 102 IN DP1065520	
Subdivision Certificate number:	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement:	

EXECUTED by)
NORWEST ASSOCIATION LTD)
ACN 003 443 883)
in accordance with Section 127)
of the Corporations Act)


.....
Signature of Director


.....
Signature of Director/secretary

ALAN JOSEPH ZAMMIT
.....
NAME (please print)

TIMOTHY BRUCE SPENCER
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50088 005DP

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

Lengths are in metres:

(Sheet 1 of 6 sheets)

Plan: **DP1240182**

Plan of Easements ^{within} ~~over~~ Lot 102 in DP1065520

Full name and address
of the owner of the Land

NORWEST ASSOCIATION LTD
ACN 003 443 883
402/5 Celebration Drive
BELLA VISTA NSW 2153

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	Easements for Boardwalk Structures Variable Width Limited in Stratum (Q)	Lot 102 in DP1065520	Lot 5074 in DP1003042
2	Right of Access Variable Width Limited in Stratum (R)	Lot 102 in DP1065520	Lot 5074 in DP1003042

Ref: 29733_1
Assignment Code: 50088 005 88B 111217

Lengths are in metres:

(Sheet 2 of 6 sheets)

Plan: **DP1240182**

Plan of Easements ^{within} ~~over~~ Lot 102 in DP1065520

Part 2 (Terms)

for Boardwalk Structures Variable Width Limited in Stratum (a)

~~1. Easements to permit future and existing encroaching structure to remain firstly referred to.~~

(a) Subject to the terms of and rights given by the easement for recreational facilities affecting the burdened lot (as shown in DP878258) and the easement for jetty structures and piers affecting the lot burdened (as shown in DP878258) (Existing Easements), the owner of the lot benefitted, at its own cost and expense:

- (i) may insist that parts of the existing structure or future structure to be erected being part of a boardwalk (the encroaching structure) on the lot benefitted which, when this easement was created encroached, or in the future encroached, on the lot burdened remain but only to the extent it is within the site of this easement;
- (ii) must keep the encroaching structure in good repair and safe condition from time to time;
- (iii) may replace from time to time the structure within the easement site;
- (iv) erect the encroaching structure in accordance with all laws and approvals; and
- (v) may do anything reasonably necessary for those purposes including:
 - (A) entering the lot burdened;
 - (B) taking anything onto the lot burdened; and
 - (C) carrying out work.

(b) In exercising those powers, the owner of the lot benefitted 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 at its own cost and expense;
- (iv) make good any collateral damage at its own cost and expense;
- (v) not permit the encroaching structure to fall into disrepair such that it becomes a hazard or nuisance to any person lawfully upon or within the lot burdened or any part of it;
- (vi) ensure that the encroaching structure does not cause any structural damage to any part of the lot burdened; and
- (vii) not permit any encroaching structure to cause the owner of the lot burdened to be in breach of the Existing Easements.

(c) The owner of the lot burdened must not build or erect any structure on that part of the lot burdened.

(d) The owner of the lot benefitted hereby releases and indemnifies the owner of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person

Lengths are in metres:

(Sheet 3 of 6 sheets)

Plan: **DP1240182**

Plan of Easements ^{within} ~~over~~ Lot 102 in
DP1065520

entering upon the lot burdened in accordance with the rights hereby granted but such release and indemnity does not apply to any claim, demand or liability in relation to any accident, damage, death or injury caused as a consequence of the act, omission or negligence of the owner of the lot burdened, its employees, agents and contractors.

- (e) The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.
- (f) The owner of the lot burdened shall not be liable for any defect, damage or failure in respect of the encroaching structure unless as a consequence of the act, omission or negligence of the owner of the lot burdened, its employees, agents and contractors.
- (g) Where the terms of this easement and rights hereby granted are inconsistent with the terms of and rights given by the Existing Easements, the terms of and rights given by the Existing Easements will prevail.
- (h) Without prejudice to any other right or cause of action available to the owner of the lot burdened, if the owner of the lot benefitted fails to effect a repair such that the terms of clause 1(b)(v) of this easement are not satisfied, and this has not been rectified within 20 business days after receipt of a notice from the owner of the lot burdened, the owner of the lot burdened may effect that repair and recover from the owner of the lot benefitted the cost of that repair, including the owner of the lot burdened's reasonable administrative costs and expenses in connection with that repair. The amount paid by the owner of the lot burdened under this clause will be a debt due and payable by the owner of the lot benefitted to the owner of the lot burdened within 10 business days of written demand.
- (i) In clause (1)(h), "business day" or "business days" means a day that is not a Saturday, Sunday or public holiday in the State of New South Wales.

2. Right of Access Variable Width Limited in Stratum secondly referred to

- (a) Subject to the terms of and rights given by the easement for recreational facilities affecting the burdened lot (as shown in DP878258) and the easement for jetty structures and piers affecting the lot burdened (as shown in DP878258) (Existing Easements), the owner of the lot benefitted may:
 - (i) by any reasonable means without vehicles pass across the lot burdened, but only within the site of this easement and only upon a boardwalk if constructed within the site of this easement at all times and for all purposes to and from the dominant tenement or any part thereof; and
 - (ii) do anything reasonably necessary for that purpose, including:
 - (A) entering the lot burdened; and
 - (B) taking anything on the lot burdened.

Lengths are in metres:

(Sheet 4 of 6 sheets)

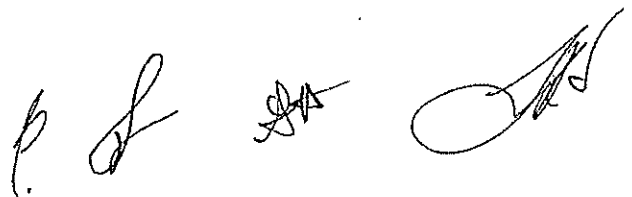
Plan: **DP1240182**

Plan of Easements ^{within} ~~over~~ Lot 102 in
DP1065520

- (b) In exercising those powers, the owner of the lot benefitted must:
- (i) cause as little damage as practicable to the lot burdened and any improvement on it;
 - (ii) make good any collateral damage at its own cost and expense; and
 - (iii) not permit the exercise of the rights under this easement to cause the owner of the lot burdened to be in breach of the Existing Easements.
- (c) The owner of the lot benefitted hereby releases and indemnifies the owner of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened in accordance with the rights hereby granted but such release and indemnity does not apply to any claim, demand or liability in relation to any accident, damage, death or injury caused as a consequence of the act, omission or negligence of the owner of the lot burdened, its employees, agents and contractors.
- (d) Where the terms of this easement and rights hereby granted are inconsistent with the terms of and rights given by the Existing Easements, the terms of and rights given by the Existing Easements will prevail.

3. Name of authority or party empowered to release, vary or modify the easement firstly referred to and the right secondly referred to

The owner(s) for the time being of the benefitted lot(s) of the respective easement or right.



Lengths are in metres:

(Sheet 5 of 6 sheets)

Plan: **DP1240182**

Plan of Easements ^{within} ~~over~~ Lot 102 in DP1065520

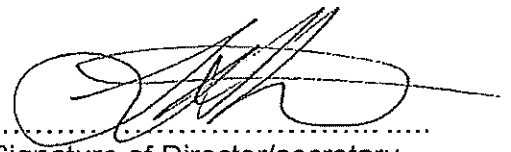
EXECUTED by
HILLS CHRISTIAN LIFE CENTRE LTD
ACN 074 657 935
in accordance with Section 127
of the Corporations Act

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.....
Signature of Director

.....
GEORGE AGHAJANIAN
.....
NAME (please print)



.....
Signature of Director/secretary

.....
LEAH HOWARD-SMITH
.....
NAME (please print)



Lengths are in metres:

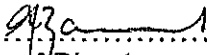
(Sheet 6 of 6 sheets)

Plan: **DP1240182**

Plan of Easements ^{within} ~~over~~ Lot 102 in DP1065520

EXECUTED by
NORWEST ASSOCIATION LTD
ACN 003 443 883
in accordance with Section 127
of the Corporations Act

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Signature of Director

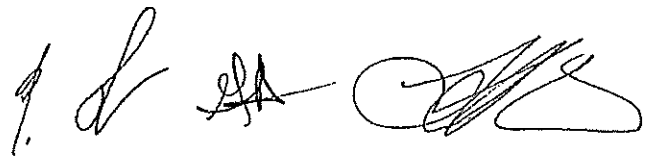

.....
Signature of Director/secretary


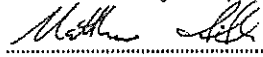
ALAN JOSEPH ZAMMIT
.....
NAME (please print)

TIMOTHY BRUCE SPENCER
.....
NAME (please print)


REGISTERED  16.03.2018

Ref: 29733_1
Assignment Code: 50088 005 88B 111217



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  3.9.2018 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1245998</h1>	Office Use Only
PLAN OF EASEMENTS OVER LOT 5074 IN DP1003042	LGA: THE HILLS SHIRE Locality: NORWEST Parish: CASTLE HILL County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, MATTHEW GRAHAM SMITH of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, 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 of 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: Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 14-08-18 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.	<p style="text-align: center;">Subdivision Certificate</p> I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
Plans used in the preparation of survey/compilation. DP1003042	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 50088 010DP	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)



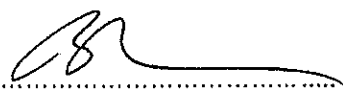
Office Use Only	Office Use Only
Registered:  3.9.2018	DP1245998
PLAN OF EASEMENTS OVER LOT 5074 IN DP1003042	
Subdivision Certificate number:	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI 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.
Date of Endorsement:	

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

1. EASEMENT FOR RIGHT OF FOOTWAY 3 WIDE (F)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50088 010DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)	
<p style="text-align: right;">Office Use Only</p> Registered:  3.9.2018 PLAN OF EASEMENTS OVER LOT 5074 IN DP1003042	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1245998</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) 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: Date of Endorsement:	
<p>EXECUTED by) HILLS CHRISTIAN LIFE CENTRE LTD) ACN 074 657 935) in accordance with Section 127) of the Corporations Act)</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  Signature of Director </div> <div style="text-align: center;">  Signature of Director/secretary </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> George Paganian..... NAME (please print) </div> <div style="text-align: center;"> Peter Ridley..... NAME (please print) </div> </div>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 50088 010DP	

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS Á PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

(Sheet 1 of ² Sheets)

Lengths are in metres:

Plan: **DP1245998**

Plan of Easements Over Lot 5074 in DP1003042

Full name and address of owner of the land:

Hills Christian Life Centre Limited
ACN 074 657 935
1-9 Solent Circuit, Baulkham Hills NSW 2153

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á 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 Right of Footway 3 Wide (F)	5074/1003042	2/1213270

PART 2 (Terms)

1 Terms of Easement for Right of Footway 3 Wide (F)

- 1.1 Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass on foot at all times and for all purposes, without animals or vehicles to and from the said dominant tenement or any such part thereof.
- 1.2 The owner of the lot benefited may do anything reasonably necessary for that purpose, including:
- (a) entering the lot burdened, and
 - (b) taking anything on to the lot burdened, and
 - (c) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, pathways or structures.
- 1.3 In exercising the powers referred to in 1.2 above, the owner of the lot benefited must:
- (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) make good any collateral damage.

Lengths are in metres:

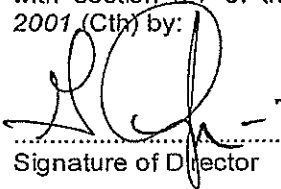
Plan: **DP1245998**

Plan of Easements Over Lot 5074 in DP1003042


Execution:

Registered Proprietor of 5074/1003042

Executed by Hills Christian Life Centre)
Limited ACN 074 657 935 in accordance)
with section 127 of the Corporations Act)
2001 (Cth) by:)


.....
Signature of Director

George Aghajanian
.....
Print name of Director

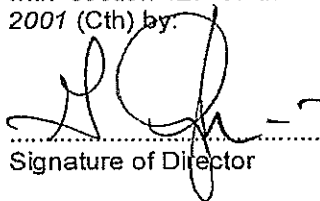

.....
Signature of Director/Secretary

Peter Ridley
.....
Print name of Director/Secretary


Execution:

Registered Proprietor of 2/1213270

Executed by Hills Christian Life Centre)
Limited ACN 074 657 935 in accordance)
with section 127 of the Corporations Act)
2001 (Cth) by:)


.....
Signature of Director

George Aghajanian
.....
Print name of Director


.....
Signature of Director/Secretary

Peter Ridley
.....
Print name of Director/Secretary

SUG\SUG\6519773411



THE HILLS SHIRE COUNCIL

4 Columbia Court, Baulkham Hills NSW 2153
Po Box 7064, Baulkham Hills BC NSW 2153

Telephone (61) 2 9643 0555
Facsimile (61) 2 9643 0409
DX 9556 Horwell

Email: council@thehills.nsw.gov.au
www.thehills.nsw.gov.au
ABN No. 25 054 494 056

PLANNING CERTIFICATE UNDER SECTION 149 (2) & (5)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **56521**
Reference: 731220:64071
Issue Date: 28 January 2016
Receipt No: 5081922
Fee Paid: \$ 133.00

ADDRESS: 11-13 Solent Circuit, BAULKHAM HILLS NSW 2153
DESCRIPTION: Lot 5074 DP 1003042

The land is zoned:
Zone B2 Local Centre
Zone SP2 Infrastructure

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

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act, the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS
PRESCRIBED UNDER SECTION 149 (2) OF THE ABOVE ACT.

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2012, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

State Environmental Planning Policies

SEPP No.19 - Bushland In Urban Areas
 SEPP No.21 - Caravan Parks
 SEPP No.30 - Intensive Agriculture
 SEPP No.33 - Hazardous And Offensive Development
 SEPP No.50 - Canal Estate Development
 SEPP No.55 - Remediation Of Land
 SEPP No.62 - Sustainable Aquaculture
 SEPP No.64 - Advertising And Signage
 SEPP No.65 - Design Quality Of Residential Flat Development
 SEPP No.70 - Affordable Housing (Revised Schemes)
 SEPP (Building Sustainability Index: Basix) 2004
 SEPP (Major Development) 2005
 SEPP (Mining, Petroleum Production And Extractive Industries) 2007
 SEPP (Miscellaneous Consent Provisions) 2007
 SEPP (Infrastructure) 2007
 SEPP (Exempt and Complying Development Codes) 2008
 SEPP (Affordable Rental Housing) 2009
 SEPP (State and Regional Development) 2011
 Sydney Regional Environmental Plan No. 9 Extractive Industries (No.2) - Amendment No.1
 Sydney Regional Environmental Plan No. 20 Hawkesbury – Nepean River (No.2 – 1997)

The following SEPP's may apply to the land. Please refer to '**Land to which Policy applies**' for each individual SEPP.

SEPP (Housing For Seniors Or People With A Disability) 2004
 SEPP No.32 – Urban Consolidation (Redevelopment of Urban Land)

- (2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

(B) **Proposed State Environmental Planning Policies**

Draft State Environmental Planning Policy (Competition).

- (3) The name of each development control plan that applies to the carrying out of development on the land.

The Hills Development Control Plan 2012

Note: the land is within The Hills Development Control Plan 2012 Part B map sheet. Refer Council's website www.thehills.nsw.gov.au to view the map sheet.

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP).

- (A) The Hills Local Environmental Plan 2012 applies to the land unless otherwise stated in this certificate and identifies the land to be:

Zone B2 Local Centre
Zone SP2 Infrastructure

- (B) The purposes for which the instrument provides that development may be carried out within the zone without development consent:

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Exempt Development

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent:

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

- (D) The purposes for which the instrument provides that development is prohibited in the zone:

Refer Attachment 2(B)

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

- (F) Whether the land includes or comprises critical habitat?

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

- (G) Whether the land is in a conservation area (however described)?

The Hills Local Environmental Plan 2012?

NO

Any Other Planning Proposal?

NO

- (H) Whether an item of environmental heritage (however described) is situated on the land?

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.

- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) does not apply.

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) does not apply.

Note: This precinct plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

- (B) The purposes for which the instrument provides that development may be carried out within the zone without development consent:

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Exempt Development.

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent:

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

- (D) The purposes for which the instrument provides that development is prohibited in the zone:

Refer Attachment 2(B)

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

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

Any amendments to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

Any amendments to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

- (F) Whether the land includes or comprises critical habitat?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

- (G) Whether the land is in a conservation area (however described)?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

- (H) Whether an item of environmental heritage (however described) is situated on the land?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development 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*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain

the extent to which complying development may or may not be carried out on the land.

General Housing Code and Rural Housing Code

Complying development under the General Housing Code and Rural Housing Code **may not** be carried out on the land **unless** the development is carried out on any part of the lot that is not affected by the following specific land exemption/s:

The land is reserved for a public purpose in the environmental planning instrument. Refer to the Land Zoning Map of the applicable instrument.

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **may not** be carried out on the land **unless** the development is carried out on any part of the lot that is not affected by the following specific land exemption/s:

The land is reserved for a public purpose in the environmental planning instrument. Refer to the Land Zoning Map of the applicable instrument.

Commercial and Industrial Alterations, Subdivision, Demolition and Fire Safety Codes

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

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

The Hills Local Environmental Plan 2012 - www.thehills.nsw.gov.au
State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) - www.planning.nsw.gov.au

4. **Coastal protection**

Whether or not the land is affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Finance, Services, and Innovation?

NO

4A. Certain information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

NO

- (2) In relation to a coastal council:
- (a) whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
- (b) if works have been so placed - whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

NO

- (3) (Repealed)

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

NO

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

NO

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under -

- (A) Division 2 of Part 3 of the Roads Act 1993; or

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

NO

- b) Any other resolution of council?

NO

7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by council, or
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

Council's policies on hazard risk restrictions are as follows:

(i) Landslip

- a) By The Hills Local Environmental Plan 2012 zoning?

NO

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

- b) By The Hills Local Environmental Plan 2012 local provision?

NO

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

- c) By The Hills Development Control Plan 2012 provision?

NO

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

(ii) **Bushfire**

YES

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

Council has adopted the NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2006'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

The Development Control Plan may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(3) of this certificate for the applicable Development Control Plan.

(iii) **Tidal inundation**

NO

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

(iv) **Subsidence**

NO

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

(v) **Acid sulphate soils**

NO

(vi) **Land contamination**

NO

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

(vii) **Any other risk**

NO

7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls?

NO

Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls?

NO

Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.

- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

NO SECTION 94 PLAN APPLIES

9A. Biodiversity Certified Land

Whether the land is biodiversity certified land within the meaning of Part 7AA of the Threatened Species Conservation Act 1995?

NO

10. Biobanking Agreements

Whether the land is land to which a biobanking agreement under part 7A of the Threatened Species Conservation Act 1995 relates, (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage)?

NO

11. Bush fire prone land

Has the land been Identified as bush fire prone land?

NO

12. Property vegetation plans

Has the council been notified that a property vegetation plan under the Native Vegetation Act 2003 applies to this land?

NO

13. Orders under Trees (Disputes Between Neighbours) Act 2006

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

NO

14. Directions under Part 3A

Whether there is a direction by the Minister in force under section 75P (2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

NO

15. Site compatibility certificates and conditions for seniors housing

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?

NO

(b) Whether there are any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

NO

16. Site compatibility certificates for infrastructure

Whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?

NO

17. Site compatibility certificates and conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

NO

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

NO

18. Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

19. Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in respect of the land?

NO

Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

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

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

NO

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

NO

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

NO

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

NO

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

NO

Note: Whether Council has been provided with a copy of any exemption under section 23 or authorisation by the Co-ordinator General under section 24 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009?

NO

**THIS PART IS DIRECTED TO THE FOLLOWING MATTERS
PRESCRIBED UNDER SECTION 149 (5) OF THE ABOVE ACT**

NOTE: "When information pursuant to Section 149 (5) is requested the council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 149 (6), which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate."

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

YES

Clause 5.9 and 5.9AA of The Hills Local Environmental Plan 2012 and Part C Section 3 of The Hills Development Control Plan 2011 contain provisions for the control and management of actions in respect of trees and bushland.

- B.** Does the land contain a foreshore area as identified on The Hills Local Environmental Plan 2012 Foreshore Building Line map?

NO

- C.** Under the Protection of the Environment Operations Act 1997, is the property subject to a listing on the public register maintained by council with respect to an environmental notice or civil proceedings in the Land and Environment Court, or a prosecution under this Act?

NO

- D.** Is the land affected by any special provisions of Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1995)?

NO

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

NO

- F.** Is the land within an area where a Special Infrastructure Contribution, as determined by the Minister for Planning and Infrastructure, applies?

NO

- G.** Is the land in the vicinity of a heritage item or heritage conservation area as described in The Hills Local Environmental Plan 2012 **OR** State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

NO

- H. Whether Council has adopted a Voluntary Planning Agreement within the meaning of S93F of the Environmental Planning and Assessment Act, 1979, as amended, in relation to the land?

YES

VOLUNTARY PLANNING AGREEMENT NO. 10

- I. Is the land within or adjacent to the North West Rail Link as identified on the maps prepared by Transport NSW?

NO

- J. Is the land within or adjacent to the Parramatta to Epping Rail Link as identified on the maps prepared by Transport NSW?

NO

- K. Does the land contain a proposed road as identified within a Development Control Plan under State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

NO

- L. Has Council been notified by NSW Land and Property Information that the land is affected by a plan of proposed acquisition for railway purposes (North West Rail Link)?

NO

THE HILLS SHIRE COUNCIL

DAVE WALKER
GENERAL MANAGER

Per: 

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

ATTACHMENT 2(B)**Zone B2 Local Centre****1 Objectives of zone**

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home-based child care; Information and education facilities; Medical centres; Multi dwelling housing; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in Item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive Industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2012 which defines words and expressions for the purpose of the plan.

ATTACHMENT 2(B)**Zone SP2 Infrastructure****1 Objectives of zone**

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of Infrastructure.

2 Permitted without consent

Roads

3 Permitted with consent

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose.

4 Prohibited

Any development not specified in item 2 or 3.

NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2012 which defines words and expressions for the purpose of the plan.

2.5 Additional permitted uses for particular land

- (1) Development on particular land that is described or referred to in Schedule 1 may be carried out:
 - (a) with development consent, or
 - (b) if the Schedule so provides—without development consent, in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

Schedule 1 Additional permitted uses

(Clause 2.5)

1 Use of certain land at Solent Circuit, Baulkham Hills

- (1) This clause applies to that part of land at 11-13 Solent Circuit, Baulkham Hills, comprising Lot 5074, DP 1003042, that is zoned SP2 Infrastructure, shown as "Item 6" on the Additional Permitted Uses Map.
- (2) Development for the purposes of building identification signs, business identification signs, commercial premises or residential flat buildings is permitted with consent.

2 Use of certain land at Wilkins Avenue and Windsor Road, Beaumont Hills

- (1) This clause applies to certain land at Beaumont Hills, being:
 - (a) Part of 1-3 Wilkins Avenue, comprising part of Lot 101, DP 1124350, and
 - (b) RMB 104 Windsor Road, comprising Lot 7, DP 13822, and
 - (c) RMB 104A Windsor Road, comprising Lot 80, DP 1014622, and
 - (d) RMB 105 Windsor Road, comprising Lot 104, DP 1124350,
 shown as "Item 4" on the Additional Permitted Uses Map.
- (2) Development for the purposes of a garden centre and landscaping material supplies is permitted with development consent.

3 Use of certain land at Excelsior Avenue, Castle Hill

- (1) This clause applies to and at 160-162 Excelsior Avenue, Castle Hill, being Lots 1 and 2, DP 562533.
- (2) Development for the purposes of a child care centre is permitted with development consent.

4 Use of certain land at Samantha Riley Drive, Kellyville

- (1) This clause applies to certain land at Kellyville, being:
 - (a) 301 Samantha Riley Drive, comprising Lots 101 and 103, DP 1122070, and
 - (b) part of drainage reserves fronting Samantha Riley Drive, comprising part of Lot 1, DP 1067762 and part of Lot 1, DP 1028391, shown as "Item 3" on the Additional Permitted Uses Map.
- (2) Development for the purposes of shops is permitted with development consent.
- (3) Development consent under subclause (2) may only be granted if the retail floor space on the site is no more than 1,900m².

5 Use of certain land at Rouse Hill Regional Centre, Rouse Hill

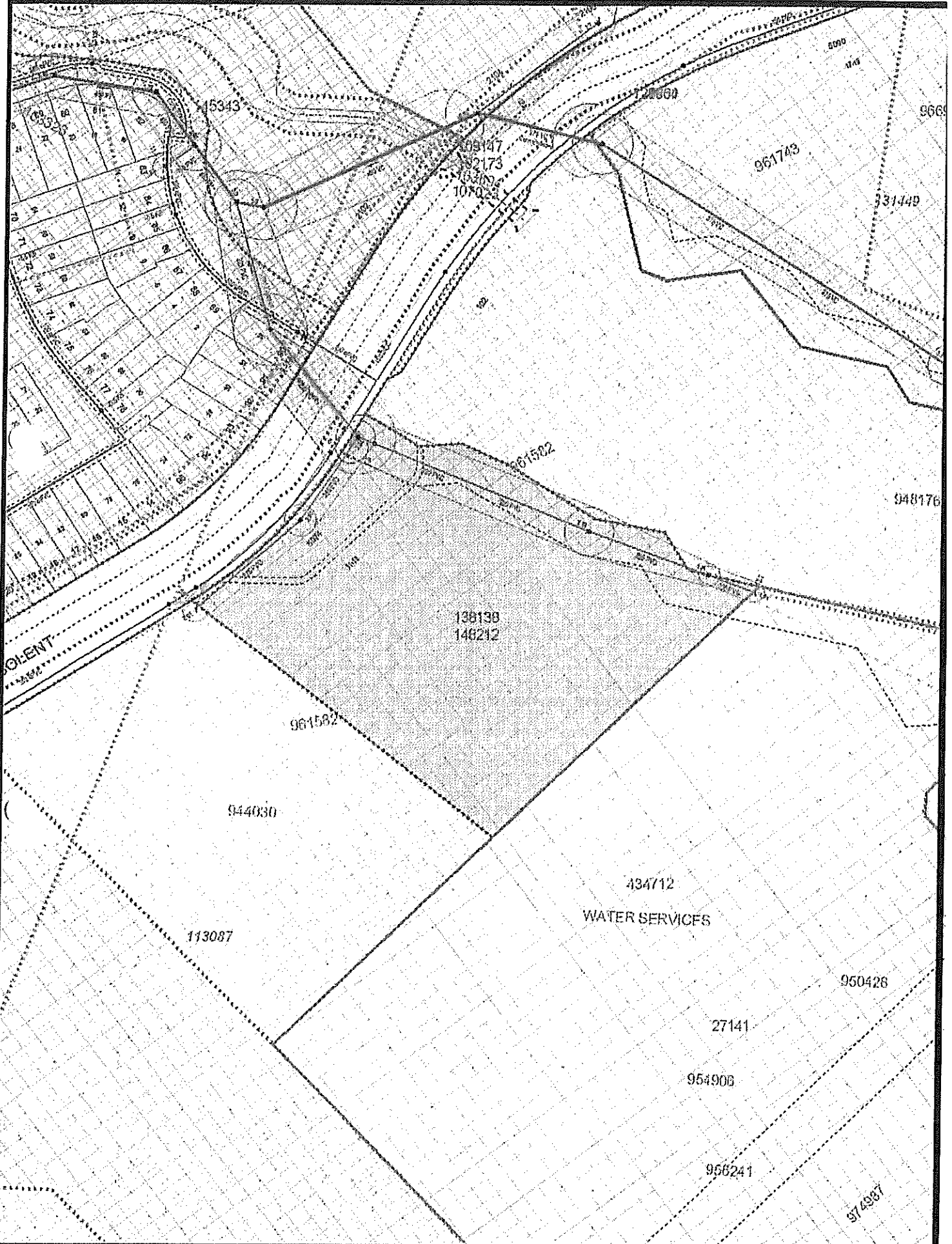
- (1).....This clause applies to land at Rouse Hill Regional Centre, Rouse Hill, shown as "Item 2" on the Additional Permitted Uses Map.
- (2).....Development for a purpose shown in Column 2 of the Table to this item is permitted with development consent in a zone shown opposite in Column 1, subject to any condition shown opposite in Column 3.

Column 1

Column 2

Column 3

Zone R3 Medium Density Residential	Residential flat buildings	
	Shop top housing	
	Business premises	In conjunction with shop top housing
Zone R4 High Density Residential	Business premises	In conjunction with shop top housing
	Attached dwellings	
Zone B4 Mixed Use	Multi dwelling housing	



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Signature Style Custodians Pty Ltd ACN 613 753 647
PROPERTY	Lot 244 unregistered strata plan 11-13 Solent Cct Norwest NSW 2153

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type: Choose an item.

DETAILS					
Completion	Click or tap here to enter text.		Refer to clause(s):	60.1 of the first contract	
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	59.1 of the first contract
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 39		
Has development approval been obtained?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Development Approval No:	Refer to Developer		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	Refer to Developer		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 50 of the first contract		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (<i>select all that apply</i>).	
<input checked="" type="checkbox"/> draft plan <input type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input checked="" type="checkbox"/> proposed schedule of finishes <input checked="" type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input checked="" type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement