

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Urban. Land Housing</b> <b>Shop 7C, 11 Town Terrace, Glenmore Park NSW 2745</b> <b>Email: a.pendleton@ulh.com.au</b>	<b>Phone: 02 8315 7774</b> <b>Ref: Aaron Pendleton</b>
co-agent		
vendor	<b>Lloyd Joseph Webber and Tina Louise Webber</b> <b>4 Risus Avenue, Glenmore Park NSW 2745</b>	
vendor's solicitor	<b>Conveyancing Simplified</b> <b>Shop 1, 1216 Mulgoa Road, Mulgoa NSW 2745</b> <b>PO Box 125, Mulgoa NSW 2745</b> <b>Email: rebeccah@conveyancingsimplified.com.au</b>	<b>Phone: 02 4704 3100</b> <b>Fax: 02 4704 3101</b> <b>Ref: RB:MAB:23045</b>
date for completion	<b>42nd day after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>4 Risus Avenue, Glenmore Park NSW 2745</b> <b>Lot 1457 in Deposited Plan 1161693</b> <b>Folio Identifier 1457/1161693</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

## SIGNING PAGE

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

### Choices

Vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):

PEXA

**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (GST residential withholding payment)

NO  yes (if yes, vendor must provide details)

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

### **GSTRW payment (GST residential withholding payment) – details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

### List of Documents

<b>General</b>	<b>Strata or community title (clause 23 of the contract)</b>
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 60
<p><b>Swimming Pools Act 1992</b></p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- ### • Purchaser
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

4 Risus Avenue Glenmore Park NSW 2745

## Special Conditions

### **33. Printed Conditions**

33.1 If there is a conflict between these Special Conditions and the provisions of the printed conditions of sale, the provisions of these Special Conditions shall prevail.

### **34. Amendments to printed conditions**

34.1 The following clauses of the printed form of Contract are amended as follows:-

- Clause 3.11            the word “Normally” shall be deleted
- Clause 6.1            the words “or anything else whether substantial or not” shall be deleted
- Clause 7.1.1          is deleted
- Clause 14.4.2        is deleted
- Clause 18.7            is deleted
- Clause 23.13         is to have “7” amended to read “1”
- Clause 23.14         is to have “7” amended to read “1”
- Clause 24.1.2        is amended by deleting the words “and will if required give a further assignment at the Vendors expense”
- Clause 24.4.3        is amended by deleting the words “at least 2 business days before the date for completion”
- Clause 25             is deleted
- Clause 31.2          is to have “5” amended to read “1”

### **35. Acknowledgements by Purchaser**

35.1 The Purchaser acknowledges that he has not entered into this contract as a result of any warranty or representation, whether oral or in writing by the Vendor or anyone on the Vendors behalf, except as expressly provided for in this Contract. The Purchaser acknowledges that he has relied entirely upon his own enquiries, investigations and inspections prior to entering into this contract.

35.2 The Purchaser acknowledges that he has inspected the property and any/all improvements on the property and accepts them in their present position, condition and state of repair or lack thereof, with all faults (if any) whether latent or patent,



subject to fair wear and tear. The Purchaser shall make no requisition, objection or claim for compensation nor require the Vendor to carry out any work, alterations or expenditure of any money in respect of the property or improvements.

35.3 The Purchaser will acquire the property as presently effected by all existing water, sewerage, drainage, plumbing, gas, electricity, telephone and other installations, systems and services (if any) herein called "the services" together with any associated easements, pipes, mains, channels, cables, wires or connections whether above ground or under ground, as shall presently exist. The Purchaser shall not make any objection, requisition or claim for compensation regarding the nature, location, availability or non-availability of the services or any of them.

### **36. Warranty as to Agent**

36.1 The Purchaser warrants that he was not introduced to the Vendor or to the property by any agent or employee of an agent other than the Vendors agent named on the front page of the contract. The Purchaser indemnifies the Vendor against any claim for commission or other selling fee in respect of this sale made by any such person arising out of the breach of this warranty. This condition shall not merge on completion.

### **37. Release of Deposit**

37.1 In the event the Vendor requires the release of the deposit referred to on Page 1 of this Contract, for the purposes of paying a deposit or stamp duty on a purchase property, or a deposit for a retirement village contract or lease, the Purchaser hereby authorises the release of such deposit provided that the deposit is paid in the trust account of a Real Estate Agent or Solicitor/Conveyancer.

37.2 The Purchaser agrees to direct the deposit holder to release any deposit monies held by them shortly prior to completion, in order to cover the payments required at settlement. The Vendor undertakes to return such funds to the deposit holder in the event that settlement of the matter is aborted for any reason and is not re-scheduled to take place within 48 hours.

37.3 This special condition is sufficient authority to the deposit holder for such release.

### **38. Incapacity**

38.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included herein, should either party:-

38.1.1 Die or become incapable of managing his affairs within the meaning of the Mental Health Act 1990, as amended, then either party may rescind the Contract and the provisions of Clause 19 shall apply;

38.1.2 Being a company resolve to go into liquidation or have a petition for the winding up of such party presented or enter into any compromise or arrangement with its creditors under Part 5.1 of the Corporations Law or any substitution



therefore or should any liquidator, receiver or official manager be appointed in respect of such party then such party shall be deemed to be in default herein.

### **39. Interest and additional costs**

39.1 The Purchaser acknowledges that it is an essential term of this contract, that in the event that completion does not take place by the completion date and provided that the delay in completion is not in any way attributable to the Vendor then he will pay to the Vendor interest calculated at the rate of ten percent (10%) per annum on the balance of the purchase monies outstanding herein, on a daily rate, such interest to be computed from the date provided for completion as set out in this contract until the actual date of completion.

39.2 The parties agree that the calculations of interest as above represent a genuine pre-estimate of the Vendors damages by way of lost interest on the unpaid purchase money, the Vendors continuing liability for rates taxes and other outgoings and additional legal costs.

39.3 Interest payable under this clause must be paid on Completion and in this respect time is of the essence.

### **40. Notice to Complete**

40.1 If completion has not taken place within the time stipulated in Clause 15 of the Contract herein, either party, if not in default, may serve a notice on the other party (Notice to Complete) requiring completion not less than fourteen (14) days after the service of such notice and making time of the essence.

40.2 The party serving the Notice to Complete may:

40.2.1 At any time withdraw the Notice to Complete; and

40.2.2 At its option issue a further Notice to Complete which must nominate a date by which this contract is to be completed, which date need not be at least fourteen (14) days after the date of service of the further notice to complete but will be in the absolute discretion of the Vendor (but no earlier than the expiry date of the first notice to complete).

40.3 If the Vendor is entitled to issue a Notice to Complete then the purchaser shall pay the sum of \$330.00 (GST inclusive) by way of adjustment on completion representing liquidated damages towards the Vendors legal costs of drafting and issuing such notice.

### **41. Claims**

41.1 Any claim whether under Clause 7 or otherwise is deemed to be a requisition for the purposes of Clause 8.



## **42. Registration of documents**

42.1 The Purchaser shall not require the Vendor to register any Discharge of Mortgage, Charge or Withdrawal of Caveat affecting the subject land prior to completion. The Purchaser will accept on settlement any duly executed Discharge of Mortgage, Charge or Withdrawal of Caveat together with the relevant registration fees.

## **43. Title Particulars**

43.1 The Purchaser acknowledges that the title particulars provided in this Contract are sufficient particulars of title to enable the Vendor to prepare appropriate dealings and give effect to the Contract.

## **44. Finance**

44.1 The Purchaser warrants to the Vendor that they either do not require credit to purchase the property or they have obtained approval for credit to finance the purchase of the property.

## **45. Cancelled Settlement**

45.1 It is agreed between the parties that if completion of this matter is booked and for any reason is cancelled/re-scheduled, through no fault of the Vendor, the amount of \$165.00 (GST inclusive) is to be paid to the Vendors conveyancer on completion, representing the legal costs incurred in re-scheduling settlement and also any settlement agents/mortgagees fees.

## **46. Sewer Diagram**

46.1 The Purchaser hereby acknowledges that the sewer diagram annexed hereto is the only sewer diagram available from the water board, in the ordinary course of administration.

46.2 The Purchaser shall not be entitled to rescind, terminate or delay completion of this contract, nor object, make any claim (whether for compensation or not), raise any requisition nor require the Vendors to carry out any works, provide any further diagrams or carry out any further investigations or enquiries in respect of, or arising out of any of the following matters:-

- The nature, location, availability or non-availability of sewer in relation to the property;
- The existence of any defects in or to the services where available to the property;
- Any water or sewerage main or any underground or storm water drain passing through, over, or under the property;
- The terms, existence or non-existence of any easements, privileges or rights (whether statutory or otherwise) in respect of any of the services affecting or benefiting the property or in respect of any entitlement to use those services; and
- The lack of supervision or final inspection



#### **47. Guarantee & Indemnity**

47.1 If the purchaser (and if comprised of more than one person, any one of them), is a company/corporation and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this Contract that the director/s of the Purchaser Company (the Guarantor) guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission of termination will not waive the obligation arising under this Clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor.

Signed sealed and delivered by the Guarantor in the presence of:

Signature of Guarantor

Signature of Witness:

Full name:

Full Name:

Office Held:

Address:

#### **48. Cooling off Period**

48.1 Notwithstanding any other provision of this Contract, should contracts exchange subject to a cooling off period, then the deposit shall be paid in two instalments as follows:-

48.1.1 An amount equivalent to 0.25% of the Purchase Price to be paid on or before the making of this Contract; and

48.1.2 An amount equivalent to 9.75% of the Purchase Price to be paid prior to the expiration of the cooling off period, time being of the essence.

#### **49. Disclosure**

49.1 The Vendor discloses and the Purchasers acknowledges that the pergola has been constructed without the consent of Penrith City Council.

49.2 The Vendor does not warrant that the above improvement complies with the building codes/regulations or that they are complete.

49.3 The Purchaser acknowledges and agrees that the disclosure by the Vendor above is sufficient disclosure for the purposes of compliance with Schedule 3 of the



*Conveyancing (Sale of Land) Regulations 2017* and the Purchaser shall take the title subject thereto and will not make any objection, raise any requisition, claim for compensation, delay completion or rescind or terminate in relation thereto.

49.4 In the event that the Purchaser applies for a Building Certificate under Section 149D of the *Environmental Planning and Assessment Act 1979* and the council refuses to issue the said certificate due to the presence of or the state of repair of the said improvements referred to above, or otherwise states that any such certificate would only be issued on condition that upgrading/demolition or any other works are to be carried out or council issues a work order then the Purchaser acknowledges and agrees that no such right of objection, requisition, rescission, or claim for compensation shall arise and that the Vendor will not comply with any notice from Council prior to completion.

## **50. Alterations to Contract**

50.1 The parties hereby agree and authorise that their solicitor or licensed conveyancer or any employee thereof to make alterations to this Contract after it is signed by such party but prior to the expiration of the cooling off period (if any), and any alterations shall be binding on that party so authorising as if such alteration had been made at the time this Contract was signed by them.





FOLIO: 1457/1161693

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SEARCH DATE	TIME	EDITION NO	DATE
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1/3/2023	9:36 AM	5	4/11/2022

LAND

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LOT 1457 IN DEPOSITED PLAN 1161693  
AT GLENMORE PARK / MULGOA  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF MULGOA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1161693

FIRST SCHEDULE

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LLOYD JOSEPH WEBBER  
TINA LOUISE WEBBER  
AS JOINT TENANTS (T AH87854)

SECOND SCHEDULE (14 NOTIFICATIONS)

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- 1 DP1002570 RESTRICTION(S) ON THE USE OF LAND  
AD88737 VARIATION OF RESTRICTION DP1002570
- 2 DP1109846 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1153497 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 DP1153497 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S.88B INSTRUMENT
- 5 DP1153498 EASEMENT FOR RETAINING WALL SUPPORT 0.5 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1153499 EASEMENT FOR RETAINING WALL SUPPORT 0.5 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1161693 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S.88B INSTRUMENT
- 8 DP1161693 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S.88B INSTRUMENT
- 9 DP1161693 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S.88B INSTRUMENT
- 10 DP1161693 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1161693 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 12 DP1161693 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (13) IN THE S.88B INSTRUMENT
- 13 DP1161692 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 14 AS607504 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

END OF PAGE 1 - CONTINUED OVER

23045

PRINTED ON 1/3/2023

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1457/1161693

PAGE 2

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NOTATIONS

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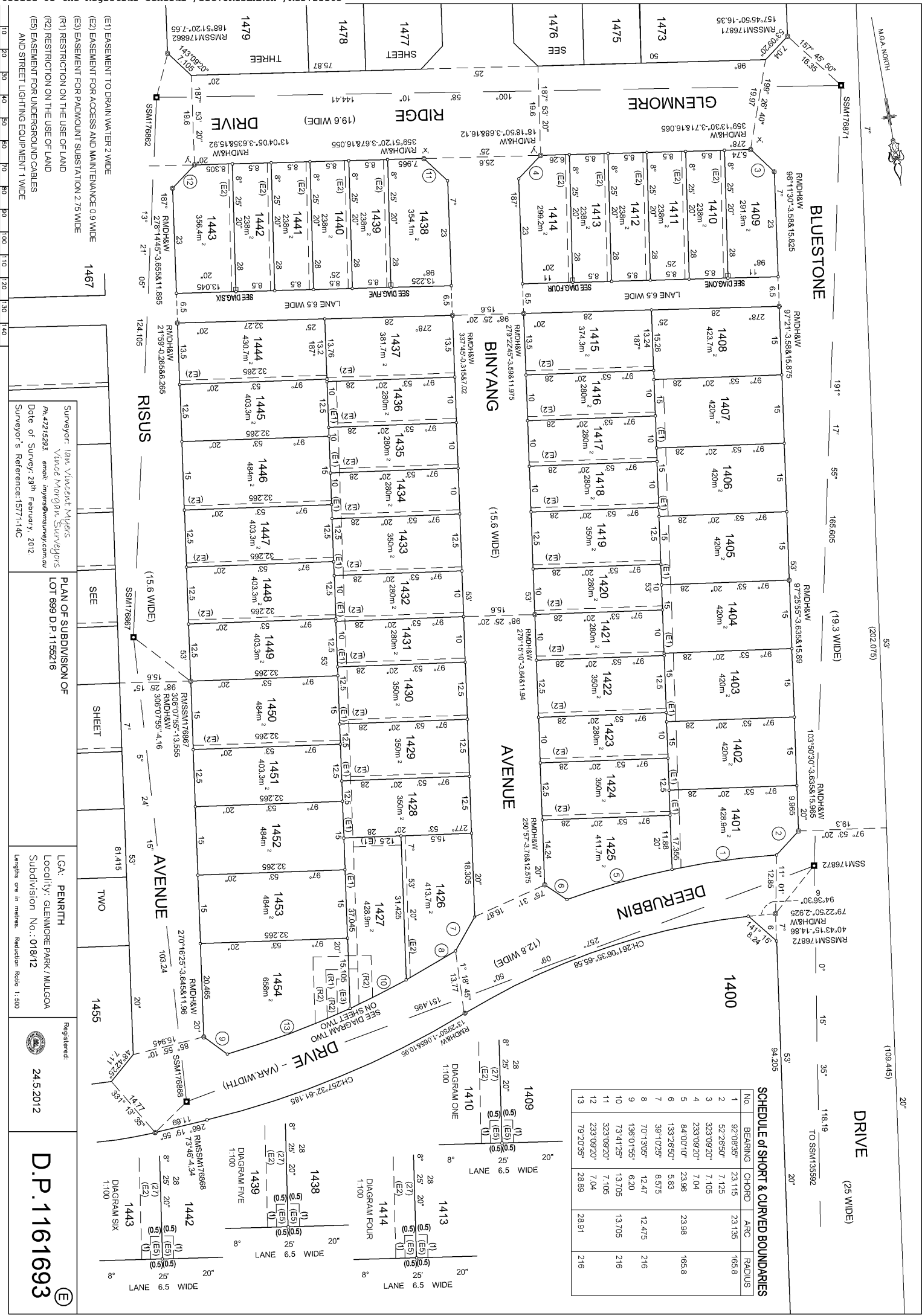
UNREGISTERED DEALINGS: NIL

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

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

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Received: 01/03/2023 09:36:48



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	92°09'35"	23.115	23.135	165.8
2	52°26'50"	7.425		
3	323°09'20"	7.105		
4	233°09'20"	7.064		
5	84°00'10"	23.996		165.8
6	133°26'50"	5.83		
7	39°10'25"	8.575		
8	70°13'05"	12.47		216
9	136°0'155"	6.20		
10	73°41'25"	13.705		216
11	323°09'20"	7.105		
12	233°09'20"	7.04		
13	79°20'35"	28.89		216

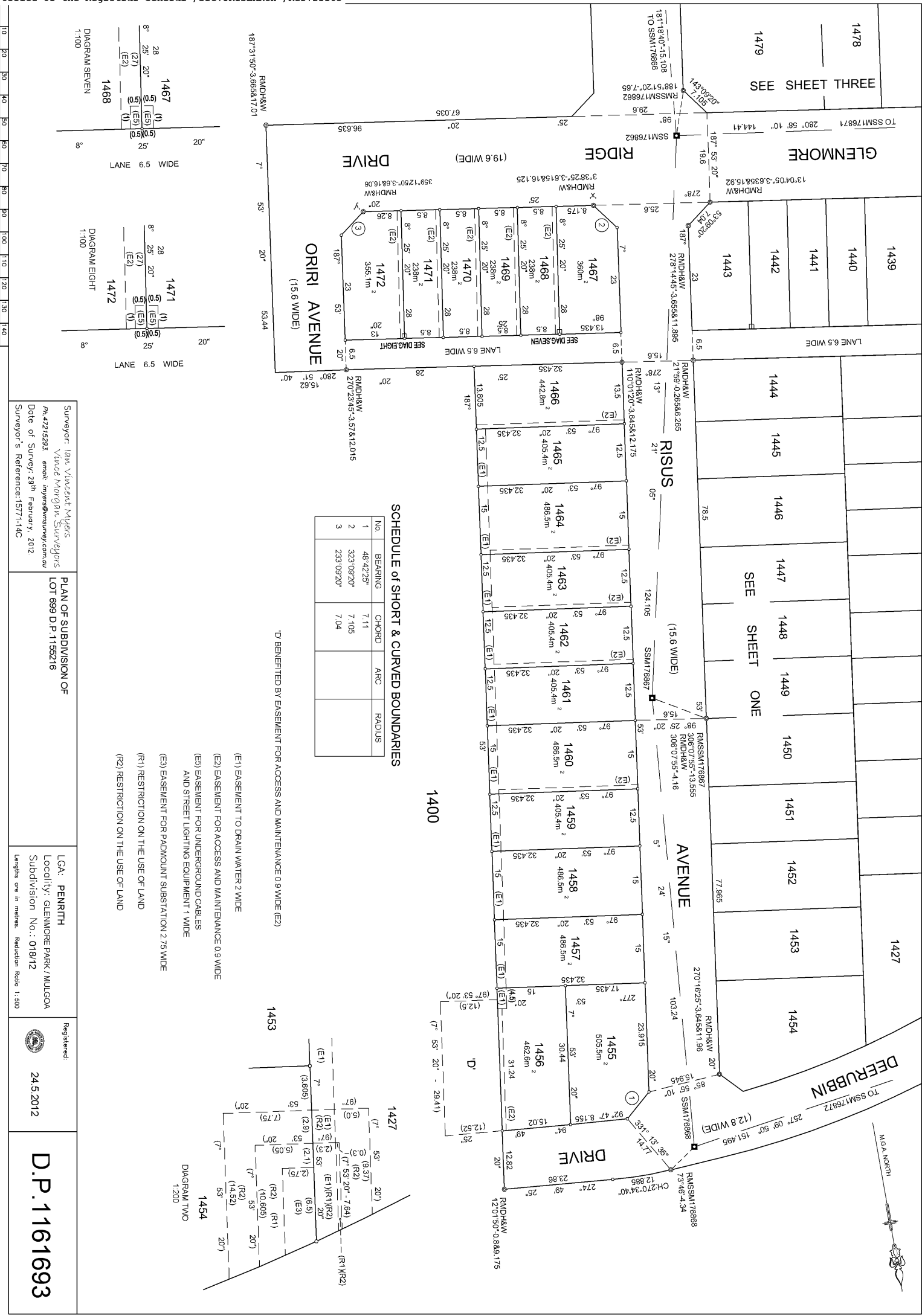
Surveyor: IBA Vincent Myers  
 Vincent Myers, Surveyors  
 Ph: 4712523, email: myers@vincentmyers.com.au  
 Date of Survey: 29th February, 2012  
 Surveyor's Reference: 15771-14C

PLAN OF SUBDIVISION OF  
 LOT 899 D.P. 1155216

LGA: PENRITH  
 Locality: GLENMORE PARK / MULGOA  
 Subdivision No.: 018/12

Registered:  
 24.5.2012

**D.P. 1161693**

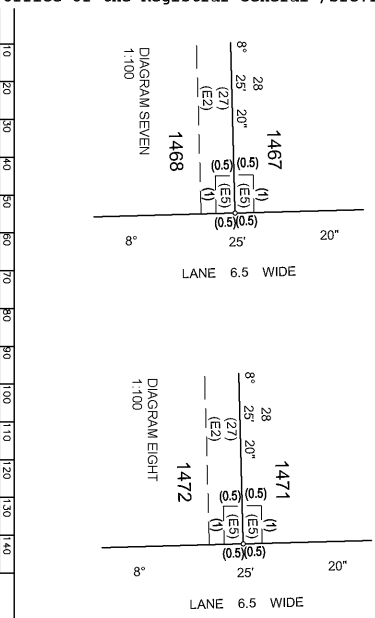


**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No	BEARING	CHORD	ARC	RADIUS
1	48°42'26"	7.11		
2	323°09'20"	7.105		
3	323°09'20"	7.04		

'D' BENEFITED BY EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2)

- (E1) EASEMENT TO DRAIN WATER 2 WIDE
- (E2) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE
- (E3) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE
- (E3) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (R1) RESTRICTION ON THE USE OF LAND
- (R2) RESTRICTION ON THE USE OF LAND



Surveyor: **DAVID VINCENT MYERS**  
 VINCE MYERS SURVEYORS  
 Ph: 47215283, email: myers@vincemyers.com.au  
 Date of Survey: 29th February, 2012  
 Surveyor's Reference: 15771-14C

**PLAN OF SUBDIVISION OF LOT 699 D.P. 1155216**

LGA: **PENRITH**  
 Locality: **GLENMORE PARK / MULGOA**  
 Subdivision No.: **018/12**  
 Lengths are in metres. Reduction Ratio 1:500

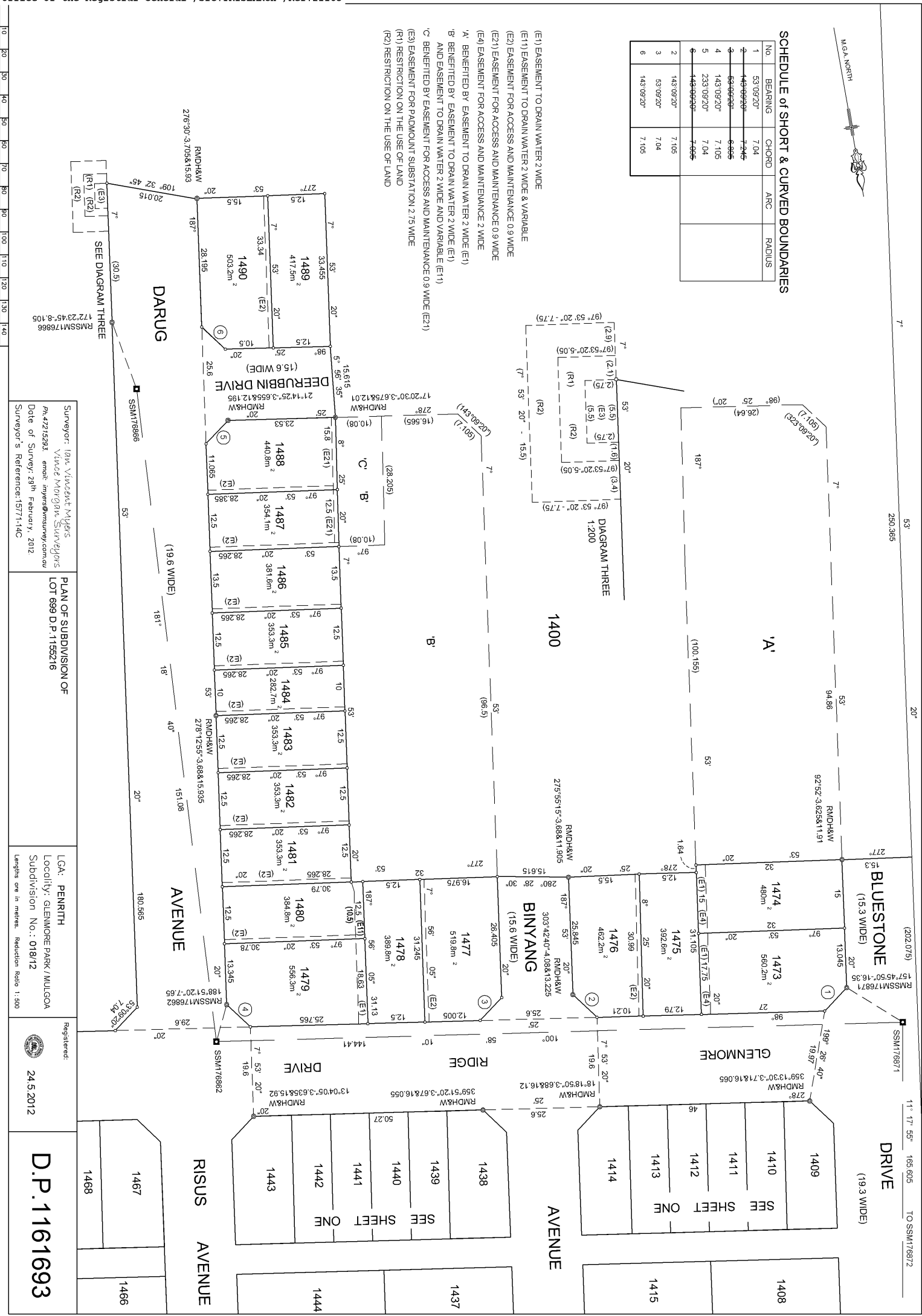
Registered: **24.5.2012**

**D.P. 1161693**



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No	BEARING	CHORD	ARC	RADIUS
1	53°09'20"	7.04		
2	143°09'20"	7.44		
3	53°09'20"	6.66		
4	143°09'20"	7.105		
5	233°09'20"	7.04		
6	143°09'20"	7.04		
2	143°09'20"	7.105		
3	53°09'20"	7.04		
6	143°09'20"	7.105		



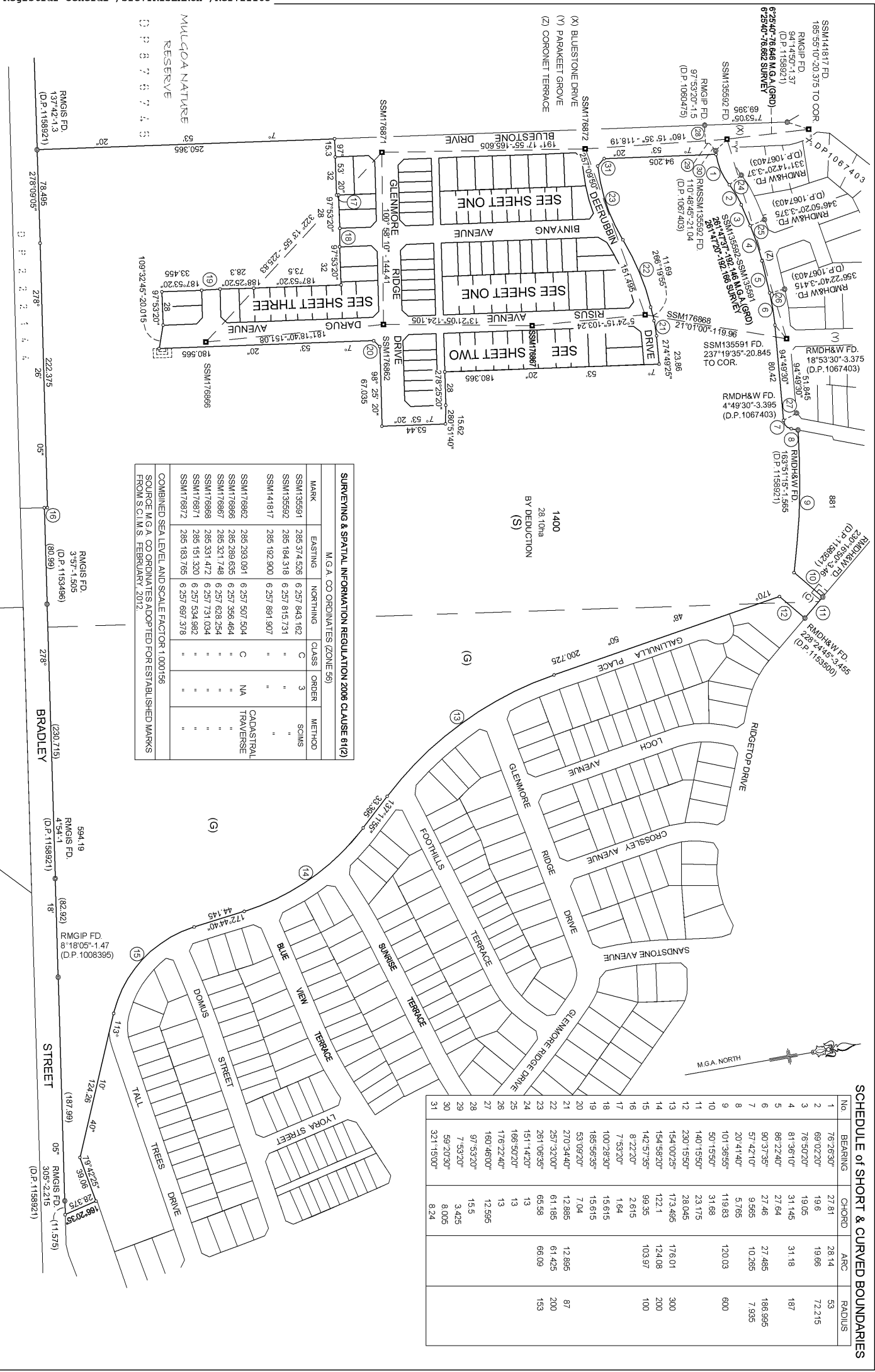
Surveyor: IAN VINCENT MYERS  
 VINCE MYERS SURVEYORS  
 Ph: 471 5283 email: ianmyers@vmsurvey.com.au  
 Date of Survey: 29th February, 2012  
 Surveyor's Reference: 15771-14C

PLAN OF SUBDIVISION OF  
 LOT 699 D.P. 1155216

LGA: PENRITH  
 Locality: GLENMORE PARK / MULGOA  
 Subdivision No.: 018/12  
 Lengths are in metres. Reduction Ratio 1:500

Registered:  
 24.5.2012

**D.P. 1161693**



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No	BEARING	CHORD	ARC	RADIUS
1	76°29'30"	27.81	28.14	53
2	69°02'20"	19.6	19.65	72.215
3	76°50'20"	19.05		
4	81°36'10"	31.145	31.18	187
5	86°22'40"	27.64	27.485	186.995
6	90°37'35"	27.46	10.255	7.935
7	57°42'10"	9.565		
8	20°41'40"	5.765		
9	101°36'55"	119.83	120.03	600
10	50°15'50"	31.68		
11	140°15'50"	23.175		
12	230°15'50"	28.045		
13	154°00'25"	173.465	176.01	300
14	154°58'20"	122.1	124.08	200
15	142°57'35"	99.35	103.97	100
16	8°22'20"	2.615		
17	7°53'20"	1.64		
18	100°28'30"	15.615		
19	185°56'35"	15.615		
20	53°09'20"	7.04		
21	270°34'40"	12.885	12.885	87
22	257°32'00"	61.155	61.425	200
23	261°09'35"	65.58	66.09	153
24	151°14'20"	13		
25	166°50'20"	13		
26	176°22'40"	13		
27	160°46'00"	12.955		
28	97°53'20"	15.5		
29	7°53'20"	3.425		
30	59°20'30"	8.005		
31	321°15'00"	8.24		

**SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 61(2)**

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
SSM135591	285 374.526	6 257 943.162	C	3	SCIMS
SSM135592	285 184.318	6 257 815.731	"	"	"
SSM141817	285 192.900	6 257 891.907	"	"	"
SSM178982	285 293.091	6 257 507.504	C	NA	CADASTRAL TRAVERSE
SSM178986	285 289.635	6 257 356.464	"	"	"
SSM178987	285 321.748	6 257 628.254	"	"	"
SSM178988	285 331.472	6 257 731.034	"	"	"
SSM178971	285 151.320	6 257 534.982	"	"	"
SSM178972	285 183.765	6 257 697.378	"	"	"

COMBINED SEA LEVEL AND SCALE FACTOR 1:0001:56  
SOURCE M.G.A. COORDINATES ADOPTED FOR ESTABLISHED MARKS FROM S.G.M.S. FEBRUARY, 2012.

MULGOA NATURE RESERVE

RESERVE

RESERVATIONS & CONDITIONS - SEE CROWN GRANTS (S)

(C) RESTRICTION ON THE USE OF LAND (D.P. 1062475)

(S) RESTRICTION ON THE USE OF LAND (D.P. 1002570)

Surveyor: *Dr. Vincent Myers*  
*Vincent Myers, Surveyors*  
 Ph: 47215283, email: *myers@vmsurvey.com.au*  
 Date of Survey: 29th February, 2012  
 Surveyor's Reference: 15771-14C

PLAN OF SUBDIVISION OF LOT 899 D.P. 1155216

LGA: PENRITH  
 Locality: GLENMORE PARK / MULGOA  
 Subdivision No.: 018/12  
 Lengths are in metres. Reduction Ratio 1:200

Registered: 24.5.2012

**D.P. 1161693**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

SIGNATURES AND SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSIONS OF BLUESTONE DRIVE AND GLENMORE RIDGE DRIVE AND DEERUBBIN DRIVE, BINYANG AVENUE, RISUS AVENUE, ORIRI AVENUE, DARUG AVENUE, THE LANES 6.5 WIDE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.

Executed for and on behalf of Lensworth Glenmore Park Ltd ACN 007 533 888 by its duly authorised attorney under Power of Attorney registered in Book 4566 No. 496 who declares that he has no notification of revocation of the said Power of Attorney in the presence of:

Robert Dennis Carr

Signature of Witness  
GLYN RICHARDS  
Name of Witness  
133 Castlereagh Street, Sydney  
Address of Witness

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature .....

Date:.....

File No: .....

Office:.....

Subdivision Certificate

SC12/0012

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed ..... SUBDIVISION ..... set out herein

(Insert 'subdivision' or 'new road')

\*Authorised Person/General Manager/Accredited Certifier

Consent Authority PENRITH CITY COUNCIL

Date of endorsement 18/6/12

Accreditation No. ....

Subdivision Certificate No. 018/12

File No. DA 10/1230

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar General.

\*Delete whichever is inapplicable.

D.P.1161693

Registered: 24.5.2012

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 699 D.P.1155216

L G A: PENRITH

Locality: GLENMORE PARK / MULGOA

Parish: MULGOA

County: CUMBERLAND

Survey Certificate

Surveying & Spatial Information Regulation, 2006

I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD.

Ph.47215293. Fax.47312821 email: imyers@vmsurvey.com.au a land surveyor registered under the Surveying & Spatial Information Act, 2002 certify that the survey represented in this plan is accurate, and has been made in accordance with the Surveying & Spatial Information Regulation, 2006 and was completed on 29<sup>th</sup> February, 2012.

the survey relates to Lots 1401-1490. Lot 1400 is partially compiled.

(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

(Signature)..... Dated: 29<sup>th</sup> February, 2012.

Land Surveyor registered under the Surveying & Spatial Information Act, 2002

Orientation: SSM141817-SSM135592 Type: Urban

Plans used in preparation of survey.

D.P.1155216

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 15771-14C

\*OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

PLAN OF SUBDIVISION OF  
LOT 699 D.P.1155216

D.P.1161693

Registered:  24.5.2012

Subdivision Certificate No.: 018/12

Date of Endorsement: 18/4/12

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964 AS  
AMENDED IT IS INTENDED TO CREATE:-

1. RESTRICTION ON THE USE OF LAND
  2. RESTRICTION ON THE USE OF LAND
  3. RESTRICTION ON THE USE OF LAND
  4. EASEMENT TO DRAIN WATER 2 WIDE (E1)
  5. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2)
  6. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E21)
  7. EASEMENT FOR ACCESS AND MAINTENANCE 2 WIDE (E4)
  8. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E3)
  9. RESTRICTION ON THE USE OF LAND (R1)
  10. RESTRICTION ON THE USE OF LAND (R2)
  11. EASEMENT FOR UNDERGROUND CABLES  
AND STREET LIGHTING EQUIPMENT 1 WIDE (E5)
  12. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (E11)
  13. RESTRICTION ON THE USE OF LAND
  14. RESTRICTION ON THE USE OF LAND
- RELEASE:-
1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (E1) (D.P.1158921)
  2. EASEMENT FOR ELECTRICAL WORKS 18 WIDE (E2) (D.P.1158921)

SURVEYOR'S REFERENCE: 15771-14C

\*OFFICE USE ONLY

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

**Plan: DP1161693**

Plan of Subdivision of Lot 699 DP1155216 covered by Subdivision Certificate No. *CC018/12*  
*18/4/12*

**Full name and address of the owner of the land:**

**Lensworth Glenmore Park Ltd**  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

(Sheet 1 of 17 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Restrictions on the use of land	Each lot except 1400	Every other lot except 1400
2	Restrictions on the use of land	1401-1490 incl.	Penrith City Council
3	Restrictions on the use of land	Each lot except 1400	Every other lot except 1400
4	Easement to drain water 2 wide (E1)	1401 1402 1403 1404 1405 1406 1407 1407 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436	1402-1408 incl. 1403-1408 incl. 1404-1408 incl. 1405-1408 incl. 1406-1408 incl. 1407 & 1408 1408 1426 & 1428-1437 incl. 1429-1437 incl. 1430-1437 incl. 1431-1437 incl. 1432-1437 incl. 1433-1437 incl. 1434-1437 incl. 1435-1437 incl. 1436 & 1437 1437



.....  
 Authorised Person  
 Penrith City Council



Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
 covered by Subdivision Certificate No. *CC 018/12*  
*18/4/12*

Full name and address  
 of the owner of the land:

Lensworth Glenmore Park Ltd  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

(Sheet 2 of 17 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
4 (continued)	Easement to drain water 2 wide (E1)	1456 1457 1458 1459 1460 1461 1462 1463 1464 1465 1473  1474 1479	1457-1466 incl. 1458-1466 incl. 1459-1466 incl. 1460-1466 incl. 1461-1466 incl. 1462-1466 incl. 1463-1466 incl. 1464-1466 incl. 1465 & 1466 1466 1474 & area 'A' within 1400 area 'A' within 1400 1480 & area 'B' within 1400



Authorised Person  
 Penrith City Council

*AC*

Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
 covered by Subdivision Certificate No. *CC018/12*  
*18/4/12*

Full name and address  
 of the owner of the land:

Lensworth Glenmore Park Ltd  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

(Sheet 3 of 17 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
5	Easement for access and maintenance 0.9 wide (E2)	1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1420 1421 1422 1423 1424 1426 1429 1430 1431 1432 1433 1434 1435 1436 1437 1439 1440 1441 1442	1409 1410 1411 1412 1413 1416 1417 1418 1419 1420 1421 1422 1423 1424 1425 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436 1438 1439 1440 1441



.....  
 Authorised Person  
 Penrith City Council

*RL*

Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
 covered by Subdivision Certificate No. *CC 018/12*  
*18/4/12*

Full name and address  
 of the owner of the land:

Lensworth Glenmore Park Ltd  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

(Sheet 4 of 17 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
5 (continued)	Easement for access and maintenance 0.9 wide (E2)	1443 1444 1446 1447 1448 1450 1456 1460 1462 1463 1464 1466 1468 1469 1470 1471 1472 1476 1477 1480 1481 1482 1483 1484 1485 1486 1487 1488 1490	1442 1445 1447 1448 1449 1451 area 'D' within 1400 1459 1461 1462 1463 1465 1467 1468 1469 1470 1471 1475 1478 1479 1480 1481 1482 1483 1484 1485 1486 1487 1489



.....  
 Authorised Person  
 Penrith City Council



Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
 covered by Subdivision Certificate No. *CC018/12*  
*18/4/12*

**Full name and address  
 of the owner of the land:**

**Lensworth Glenmore Park Ltd**  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

(Sheet 5 of 17 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
6	Easement for access and maintenance 0.9 wide (E21)	1487 & 1488	area 'C' within 1400
7	Easement for access and maintenance 2 wide (E4)	1473 1474	1475 1475
8	Easement for Padmount Substation 2.75 wide (E3)	1400 & 1454	Endeavour Energy ABN 59 253 130 878
9	Restriction on the use of land (R1)	<del>1400</del> , 1454 & 1427 & <del>Pl. 1400</del>	Endeavour Energy ABN 59 253 130 878
10	Restriction on the use of land (R2)	<del>1400</del> , 1454 & 1427 & <del>Pl. 1400</del>	Endeavour Energy ABN 59 253 130 878
11	Easement for Underground Cables and Street Lighting Equipment 1 wide (E5)	1409, 1410, 1413, 1414, 1438, 1439, 1442, 1443, 1467, 1468 1471, 1472	Endeavour Energy ABN 59 253 130 878
12	Easement to drain water 2 wide & variable (E11)	1480	Area 'B' within 1400
13	Restrictions on the use of land	Each lot except 1400	Every other lot except 1400
14	Restrictions on the use of land	1409-1414 incl. 1438-1443 incl. 1467-1472 incl.	Penrith City Council



.....  
 Authorised Person  
 Penrith City Council

*AC*

Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
covered by Subdivision Certificate No. *CC 018/12*  
*18/4/12*

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 6 of 17 Sheets)

Part 1a (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water variable width (E1) (D.P.1158921)	699/1155216	<del>1/541090</del> 1/1150906 10-11/1171501
2	Easement for Electrical Works 18 wide (E2) (D.P.1158921)	699/1155216	<del>1/541090</del> 1/1150906 10-11/1171501



.....  
Authorised Person  
Penrith City Council

*RC*

Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
covered by Subdivision Certificate No. *CC018/12*  
*18/4/12*

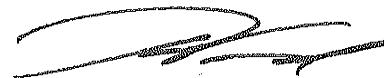
Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 7 of 17 Sheets)

**Part 2 (Terms)**

1. **Terms of Restriction on the Use of Land firstly referred to in the abovementioned plan**
  - 1.1 In this Instrument, unless the contrary intention appears:  
**Stockland means Lensworth Glenmore Park Ltd**
  - 1.2 An air conditioning plant and equipment is not to be installed or permitted to remain on any building erected on the lot burdened unless it is either:
    - not visible from any public road and place; or
    - screened from any public road and place in a manner approved by Stockland.
    - Television and radio masts and satellite dishes are not to be erected or permitted to remain on the lot burdened unless they are erected at or near the rear of the main building erected on the lot burdened and are not visible from any public road and place.
  - 1.3 Any carport, covered patio, covered porch and covered verandah are not to be erected or permitted to remain on the lot burdened unless the materials used to support them are comprised of timber, brick or masonry and are in harmony with the materials in the main building erected on the lot burdened.
  - 1.4 No additional fencing is to be erected on the lot burdened unless:
    - 1.4.1 an application has been submitted and approved in writing by Stockland, and approval by Stockland must be obtained before an application is made to any relevant authority; and
    - 1.4.2 it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.



.....  
Authorised Person  
Penrith City Council



Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
covered by Subdivision Certificate No. *CC018/12*  
*18/4/12*

**Full name and address  
of the owner of the land:**

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 8 of 17 Sheets)

**Part 2 (Terms)**

1.5 No building, apart from the main building erected on the lot burdened, is to be erected or permitted to remain on the lot burdened unless:

1.5.1.1 it is not visible from any public road and place; or

1.5.1.2 it is of a design which compliments the main building erected on the lot burdened and is constructed of the same or similar materials to those used in the main building erected on the lot burdened; or

1.5.1.3 it is a garden shed which is visible from the public road and place where;

(a) all care has been taken to ensure that it is as least obvious as possible; and

(b) it is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.


2. **Terms of Restriction on the Use of Land** secondly referred to in the abovementioned plan

The registered proprietor of the burdened lot must not erect or allow to be erected, a building on the burdened lot unless the footings of the building are designed by a suitably qualified civil or structural engineer.

3. **Terms of Restriction on the Use of Land** thirdly referred to in the abovementioned plan

3.1 No building may be erected or commenced nor permitted to remain on any lot burdened unless:

(a) the building to be erected, external materials, colours and finishes including roof tiles and bricks of the building and landscaping have been designed in accordance with the "Design Essentials for Glenmore Ridge" published by Stockland from time to time, and

  
.....  
Authorised Person  
Penrith City Council

Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
covered by Subdivision Certificate No. *CC018/12*  
*18/4/12*

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 9 of 17 Sheets)

**Part 2 (Terms)**

- (b) the plans, elevations and a schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.

Stockland will not withhold its consent where plans, elevations, materials or finishes substantially conform with the "Design Essentials for Glenmore Ridge" published by Stockland from time to time.


**4. Terms of Easement for Access & Maintenance 0.9 wide (E2) and (E21) and 2 wide (E4) fifthly, sixthly and seventhly referred to in the abovementioned plan**

**4.1 The owner of the lot benefited may:**

- (a) use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance of any structure and/or landscaping on the lot burdened ;
- (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
- (c) do anything reasonably necessary for those purposes, including:
- entering the lot burdened;
  - taking anything on to the lot burdened; and
  - carrying out works within the site of this easement.

**4.2 In exercising those powers, the owner of the lot benefited must:**

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.

  
.....  
Authorised Person  
Penrith City Council

Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
covered by Subdivision Certificate No. *CC018/12*  
*18/4/12*

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 10 of 17 Sheets)

**Part 2 (Terms)**

4.3 The owner of the lot burdened must not allow any building or other structure to be erected or placed on the easement site except an eave or gutter of the main building on the lot burdened or any permanent underground services to the main building or any dividing fence.

5. **Terms of Easement for Padmount Substation 2.75 wide (E3) eighthly referred to in the abovementioned plan**

An Easement for Padmount Substation in the Terms as set out in Memorandum No. 9262886 lodged with Land and Property Information on behalf of Endeavour Energy (subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1).

6. **Terms of Restriction on the Use of Land (R1) ninthly referred to in the abovementioned plan**

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

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

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

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

6.2 The fire ratings mentioned in clause 6.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.



.....  
Authorised Person  
Penrith City Council



Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
covered by Subdivision Certificate No. *CC016/12*  
*18/4/12*

**Full name and address  
of the owner of the land:**

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 11 of 17 Sheets)

**Part 2 (Terms)**

**6.3 Definitions:**


- 6.3.1 **"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
- 6.3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls
- 6.3.3 **"erect"** includes construct, install, build and maintain
- 6.3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

**7. Terms of Restriction on the Use of Land (R2) tenthly referred to in the abovementioned plan**

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

**7.1 Definitions:**

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

.....  
  
Authorised Person  
Penrith City Council

*AL*

Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
covered by Subdivision Certificate No. *CC018/12*  
*12/6/12*

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 12 of 17 Sheets)

**Part 2 (Terms)**

**8. Terms of Easement for Underground Cables and Street Lighting Equipment 1 wide (E5) eleventhly referred to in the abovementioned plan**

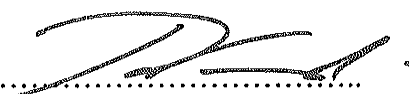

8.1 The authority benefited may:

- 8.1.1 install electrical equipment within the easement site,
- 8.1.2 excavate the easement site to install the electrical equipment.
- 8.1.3 use the electrical equipment for the transmission of electricity,
- 8.1.4 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,
- 8.1.5 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
- 8.1.6 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.

8.2 In exercising its rights under this easement the authority benefited 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.

8.3 The owner agrees that it will not:

- 8.3.1 install or permit to be installed any services or structure within the easement site,  
or
- 8.3.2 alter the surface level of the easement site, or
- 8.3.3 do or permit to be done anything that restricts access to the easement site by the authority benefited without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

.....  
  
Authorised Person  
Penrith City Council  


Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
covered by Subdivision Certificate No. *CC018/12*  
*18/4/12*

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 13 of 17 Sheets)

**Part 2 (Terms)**

8.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

8.5 Definitions:-

8.5.1 **authority benefited** means Endeavour Energy and its successors (who may exercise its rights by any persons authorised by it).

8.5.2 **easement site** means that part of the lot burdened that is affected by this easement.

8.5.3 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street light column, street light equipment and ancillary equipment.

8.5.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.

8.5.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

8.5.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

8.5.7 **structure** includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.

9. **Terms of Restrictions on the Use of Land thirteenthly referred to in the abovementioned plan**

9.1 In this restriction:

(a) "restriction period" means a period of 2 years from the date of registration of the plan to which this instrument relates;

(b) "Stockland" means Lensworth Glenmore Pty Ltd

No subdivision of the lots burdened will be permitted during the restriction period unless prior written approval is obtained from Stockland



.....  
Authorised Person  
Penrith City Council

Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216  
covered by Subdivision Certificate No. *CC018/12*  
*18/4/12*

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 14 of 17 Sheets)

**Part 2 (Terms)**

**10. Terms of Restriction on the Use of Land fourteenthly referred to in the abovementioned plan**

Vehicular access will be denied across the boundary designated 'x'-'y' on the abovementioned plan.

**Name of Authority empowered to release, vary or modify restrictions and easement eighthly, ninthly, tenthly and eleventhly referred to in the abovementioned plan**


Endeavour Energy.

**Name of Authority empowered to release, vary or modify restrictions firstly, fourthly And fifteenthly referred to in the abovementioned plan**

Penrith City Council.

**Name of Person or Authority empowered to release, vary or modify restrictions firstly, thirdly and thirteenthly referred to in the abovementioned plan**

Stockland while it owns any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots benefited.

.....  
  
Authorised Person  
Penrith City Council

*hc*

Plan: **DP1161693**


Plan of Subdivision of Lot 699 DP1155216  
covered by Subdivision Certificate No. *CC 018/12*  
*18/4/12*


Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001


(Sheet 15 of 17 Sheets)

Executed for and on behalf of **Lensworth  
Glenmore Park Ltd** ABN 59 007 533 888 by its  
duly authorised attorney under Power of Attorney  
registered in Book 4566 No.486  
who declares that he has no notice of the revocation  
of the said Power of Attorney in the presence of:

)   
) .....  
) Signature of authorised Attorney  
) *Robert Carr*  
) .....  
) Name of authorised Attorney

  
.....  
Signature of Witness

*GLYN RICHARDS*  
.....  
Name of Witness  
133 Castlereagh Street  
Sydney NSW 2001  
Address of Witness

  
.....  
Authorised Person  
Penrith City Council  
*RC*

Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216 covered by Subdivision Certificate No.

Full name and address of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 16 of 17 Sheets)

Signed on behalf of Endeavour Energy  
ABN 59 253 130 878 by its Attorney pursuant  
to Power of Attorney Book 4613 N° 641  
in the presence of:

*R. Simmonds*

Signature of Witness

*G. Riethmuller*

Signature of Attorney

Name: Geoff Riethmuller

Position: Network Property Mgr

*Raymond Simmonds*

Name of Witness

*21 February 2012*

Date of Execution

*Ref: URS11966*

c/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

Westpac Banking Corporation ABN 59 007 007 141 being the  
Mortgagee under Mortgage number *AG 846298* hereby  
consents to this Plan/Instrument  
Executed by its <sup>3</sup> Attorney, *LILIAN GARCIA*  
under Power of Attorney No. *322* Book *4299*  
On *15th* day of *MAY* 2012

(By executing this instrument the Attorney states that the Attorney  
has received no notice of the revocation of the Power of Attorney)

*S. Mulqueaney*  
Signature of Witness  
Simone Mulqueaney

Name of Witness  
Address of Witness  
LEVEL 3, 275 KENT STREET  
SYDNEY NSW 2000

Authorised Person  
Penrith City Council

Plan: **DP1161693**

Plan of Subdivision of Lot 699 DP1155216 covered by Subdivision Certificate No.

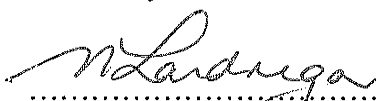
Full name and address of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 17 of 17 Sheets)

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

Corporation: Mulpha FKP Pty Limited ACN 000 004 633  
Authority: Section 127 Corporations Act 2001

  
.....  
Signature of authorised person:

  
.....  
Signature of authorised person:

*NARELLE MAREE LANDRIGAN*  
.....  
Name of authorised person:

*GREGORY DYER*  
.....  
Name of authorised person:

Office held: ~~Director~~/ Secretary

Office held: Director

Executed by Holicombe Pty Limited ABN 76 691 030 709  
In accordance with Section 127 of the Corporations Act by or  
In the presence of:

  
.....  
Signature of Authorised Person:

  
.....  
Signature of Authorised Person:

Robert John Wearn  
Name of Authorised Person:

Adrian Colin Wearn  
Name of Authorised Person:

Office Held : Director/Secretary

Office Held : Director/Secretary

.....  
Authorised Person  
Penrith City Council

Ref: B15771-14C\_02-DP1161693

REGISTERED



24.5.2012

Req: R427268 / Doc: DP 1002570 E / Rev: 04-Jun-1999 / New LRS / Prg: ALL / Pst: 01-Mar-2021 10:38 / Seq: 1 of 4  
 C: OFFICE OF THE REGISTRAR-GENERAL / Str: GLENKNOX / Ref: 0000000000

PLAN FORM 2

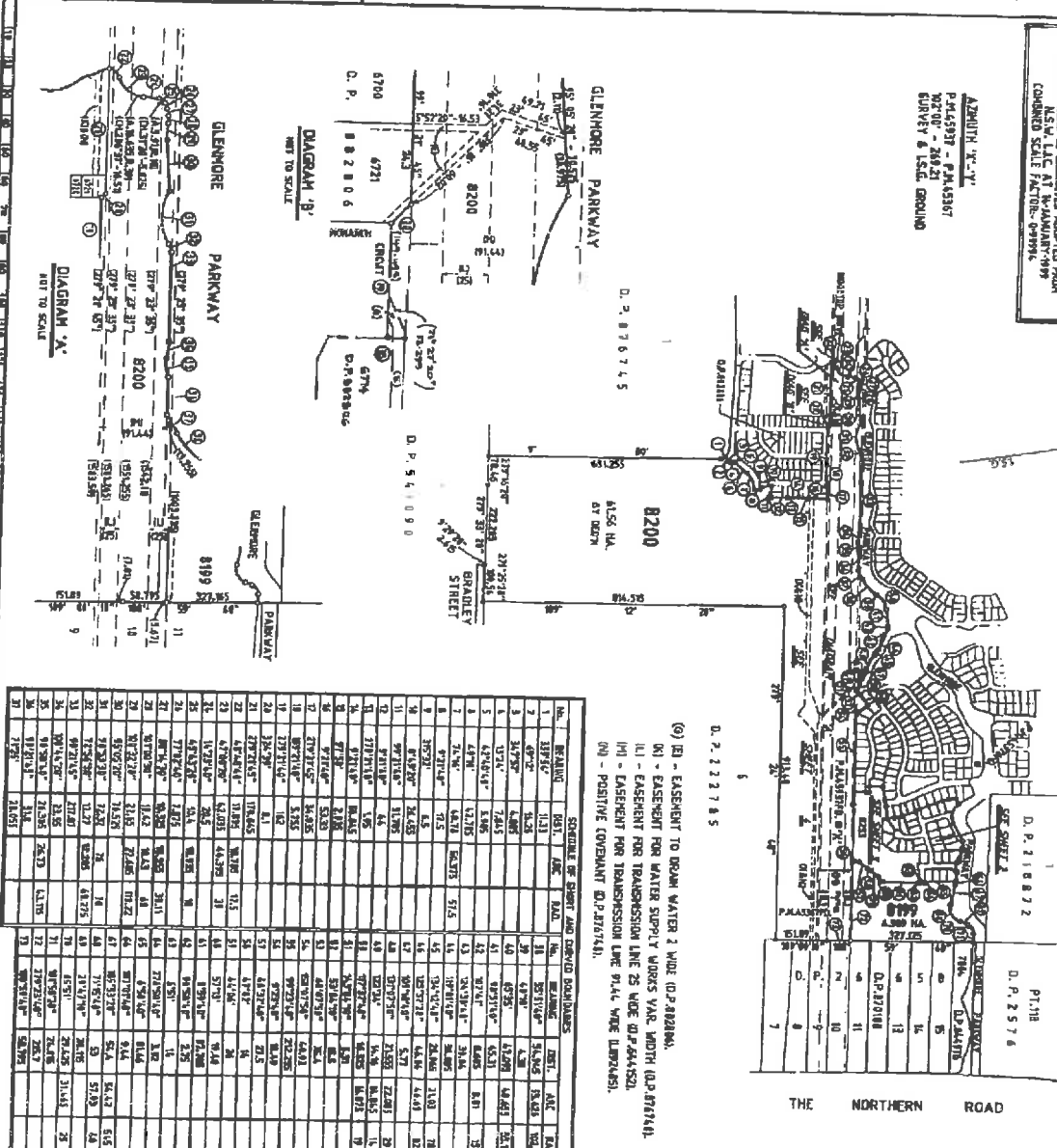
SHOWN FOR AND ON BEHALF OF  
 GLENKNOX PARK ESTATE LIMITED BY ITS  
 ATTORNEYS AT LAW  
 PLANNED TO BE THE ATTORNEYS  
 FOR THE REGISTERED ATTORNEYS  
 NOTED HEREON  
 THE REGISTERED ATTORNEYS  
 HAVE AGREED TO SIGN THIS PLAN  
 AND TO BE BOUND BY THE  
 CONDITIONS THEREON  
 IN WITNESS WHEREOF  
 THE REGISTERED ATTORNEYS  
 HAVE HEREON SIGNED AND  
 SEALED THEIR OFFICES  
 ON THE 21ST DAY OF JUNE 1999

*[Handwritten signature]*  
 [Name]

City and State of New South Wales  
 State of New South Wales  
 I, the Registrar-General, do hereby certify that this plan is a true and correct copy of the original plan filed with me on the 21st day of June 1999.  
 I do hereby certify that the original plan is a true and correct copy of the original plan filed with me on the 21st day of June 1999.  
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 I do hereby certify that the original plan is a true and correct copy of the original plan filed with me on the 21st day of June 2001.

MARK	LOCAL CO-ORDINATES	ZONE	ACC.
P445979	27159+344	(583611+707)	54/1
P445981	27129+178	(583611+714)	54/1
P445987	27159+599	(583611+744)	54/1

SOURCE - I.S.G. CO-ORDINATES ADAPTED FROM  
 N.S.W. L.A.C. AT SYDNEY/1999  
 COMBINED SCALE FACTOR: 0.99994



No.	BEARING	DIST.	ANG.	END.	NO.	BEARING	DIST.	ANG.	END.
1	289°54'	11.11		B.1	15	128°57'21"	24.66		11.0
2	49°32'	5.28		B.2	16	30°46'42"	5.77		11.0
3	212°52'	4.08		B.3	17	127°57'21"	24.66		11.0
4	312°52'	7.415		B.4	18	127°57'21"	24.66		11.0
5	42°46'14"	3.965		B.5	19	127°57'21"	24.66		11.0
6	42°46'14"	3.965		B.6	20	127°57'21"	24.66		11.0
7	71°46'	4.878		B.7	21	127°57'21"	24.66		11.0
8	291°14'	7.5		B.8	22	127°57'21"	24.66		11.0
9	195°21'	8.25		B.9	23	127°57'21"	24.66		11.0
10	49°32'	28.05		B.10	24	127°57'21"	24.66		11.0
11	279°11'48"	4.6		B.11	25	127°57'21"	24.66		11.0
12	171°11'48"	4.6		B.12	26	127°57'21"	24.66		11.0
13	171°11'48"	4.6		B.13	27	127°57'21"	24.66		11.0
14	87°11'48"	4.6		B.14	28	127°57'21"	24.66		11.0
15	87°11'48"	4.6		B.15	29	127°57'21"	24.66		11.0
16	87°11'48"	4.6		B.16	30	127°57'21"	24.66		11.0
17	87°11'48"	4.6		B.17	31	127°57'21"	24.66		11.0
18	87°11'48"	4.6		B.18	32	127°57'21"	24.66		11.0
19	87°11'48"	4.6		B.19	33	127°57'21"	24.66		11.0
20	87°11'48"	4.6		B.20	34	127°57'21"	24.66		11.0
21	87°11'48"	4.6		B.21	35	127°57'21"	24.66		11.0
22	87°11'48"	4.6		B.22	36	127°57'21"	24.66		11.0
23	87°11'48"	4.6		B.23	37	127°57'21"	24.66		11.0
24	87°11'48"	4.6		B.24	38	127°57'21"	24.66		11.0
25	87°11'48"	4.6		B.25	39	127°57'21"	24.66		11.0
26	87°11'48"	4.6		B.26	40	127°57'21"	24.66		11.0
27	87°11'48"	4.6		B.27	41	127°57'21"	24.66		11.0
28	87°11'48"	4.6		B.28	42	127°57'21"	24.66		11.0
29	87°11'48"	4.6		B.29	43	127°57'21"	24.66		11.0
30	87°11'48"	4.6		B.30	44	127°57'21"	24.66		11.0
31	87°11'48"	4.6		B.31	45	127°57'21"	24.66		11.0
32	87°11'48"	4.6		B.32	46	127°57'21"	24.66		11.0
33	87°11'48"	4.6		B.33	47	127°57'21"	24.66		11.0
34	87°11'48"	4.6		B.34	48	127°57'21"	24.66		11.0
35	87°11'48"	4.6		B.35	49	127°57'21"	24.66		11.0
36	87°11'48"	4.6		B.36	50	127°57'21"	24.66		11.0
37	87°11'48"	4.6		B.37	51	127°57'21"	24.66		11.0
38	87°11'48"	4.6		B.38	52	127°57'21"	24.66		11.0
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40	87°11'48"	4.6		B.40	54	127°57'21"	24.66		11.0
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42	87°11'48"	4.6		B.42	56	127°57'21"	24.66		11.0
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44	87°11'48"	4.6		B.44	58	127°57'21"	24.66		11.0
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46	87°11'48"	4.6		B.46	60	127°57'21"	24.66		11.0
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48	87°11'48"	4.6		B.48	62	127°57'21"	24.66		11.0
49	87°11'48"	4.6		B.49	63	127°57'21"	24.66		11.0
50	87°11'48"	4.6		B.50	64	127°57'21"	24.66		11.0
51	87°11'48"	4.6		B.51	65	127°57'21"	24.66		11.0
52	87°11'48"	4.6		B.52	66	127°57'21"	24.66		11.0
53	87°11'48"	4.6		B.53	67	127°57'21"	24.66		11.0
54	87°11'48"	4.6		B.54	68	127°57'21"	24.66		11.0
55	87°11'48"	4.6		B.55	69	127°57'21"	24.66		11.0
56	87°11'48"	4.6		B.56	70	127°57'21"	24.66		11.0
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59	87°11'48"	4.6		B.59	73	127°57'21"	24.66		11.0
60	87°11'48"	4.6		B.60	74	127°57'21"	24.66		11.0
61	87°11'48"	4.6		B.61	75	127°57'21"	24.66		11.0
62	87°11'48"	4.6		B.62	76	127°57'21"	24.66		11.0
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66	87°11'48"	4.6		B.66	80	127°57'21"	24.66		11.0
67	87°11'48"	4.6		B.67	81	127°57'21"	24.66		11.0
68	87°11'48"	4.6		B.68	82	127°57'21"	24.66		11.0
69	87°11'48"	4.6		B.69	83	127°57'21"	24.66		11.0
70	87°11'48"	4.6		B.70	84	127°57'21"	24.66		11.0
71	87°11'48"	4.6		B.71	85	127°57'21"	24.66		11.0
72	87°11'48"	4.6		B.72	86	127°57'21"	24.66		11.0
73	87°11'48"	4.6		B.73	87	127°57'21"	24.66		11.0
74	87°11'48"	4.6		B.74	88	127°57'21"	24.66		11.0
75	87°11'48"	4.6		B.75	89	127°57'21"	24.66		11.0
76	87°11'48"	4.6		B.76	90	127°57'21"	24.66		11.0
77	87°11'48"	4.6		B.77	91	127°57'21"	24.66		11.0
78	87°11'48"	4.6		B.78	92	127°57'21"	24.66		11.0
79	87°11'48"	4.6		B.79	93	127°57'21"	24.66		11.0
80	87°11'48"	4.6		B.80	94	127°57'21"	24.66		11.0
81	87°11'48"	4.6		B.81	95	127°57'21"	24.66		11.0
82	87°11'48"	4.6		B.82	96	127°57'21"	24.66		11.0
83	87°11'48"	4.6		B.83	97	127°57'21"	24.66		11.0
84	87°11'48"	4.6		B.84	98	127°57'21"	24.66		11.0
85	87°11'48"	4.6		B.85	99	127°57'21"	24.66		11.0
86	87°11'48"	4.6		B.86	100	127°57'21"	24.66		11.0

- (9) E1 - EASEMENT TO DRINK WATER 2 WIDE (D.P. 802020).
- (10) E2 - EASEMENT FOR WATER SUPPLY WORKS VARI WIDTH (D.P. 871741).
- (11) E3 - EASEMENT FOR TRANSMISSION LINE 25 WIDE (D.P. 454152).
- (12) E4 - EASEMENT FOR TRANSMISSION LINE 15.4 WIDE (D.P. 454152).
- (13) E5 - POSITIVE COVENANT (D.P. 203761).

**DP1002570**  
 14/7/99  
 Registered Plan  
 The System: TOWNPLANS  
 Project: SUBDIVISION  
 Lot Area: 164,802.5 sq m  
 Lot Area: 164,802.5 sq m  
 Lot Area: 164,802.5 sq m

**PLAN OF SUBDIVISION OF LOT 8889 - DP 888908**

Lot Area: 164,802.5 sq m  
 Lot Area: 164,802.5 sq m  
 Lot Area: 164,802.5 sq m

**PLAN OF SUBDIVISION OF LOT 8889 - DP 888908**

Lot Area: 164,802.5 sq m  
 Lot Area: 164,802.5 sq m  
 Lot Area: 164,802.5 sq m

**PLAN OF SUBDIVISION OF LOT 8889 - DP 888908**

Lot Area: 164,802.5 sq m  
 Lot Area: 164,802.5 sq m  
 Lot Area: 164,802.5 sq m

**PLAN OF SUBDIVISION OF LOT 8889 - DP 888908**

Lot Area: 164,802.5 sq m  
 Lot Area: 164,802.5 sq m  
 Lot Area: 164,802.5 sq m

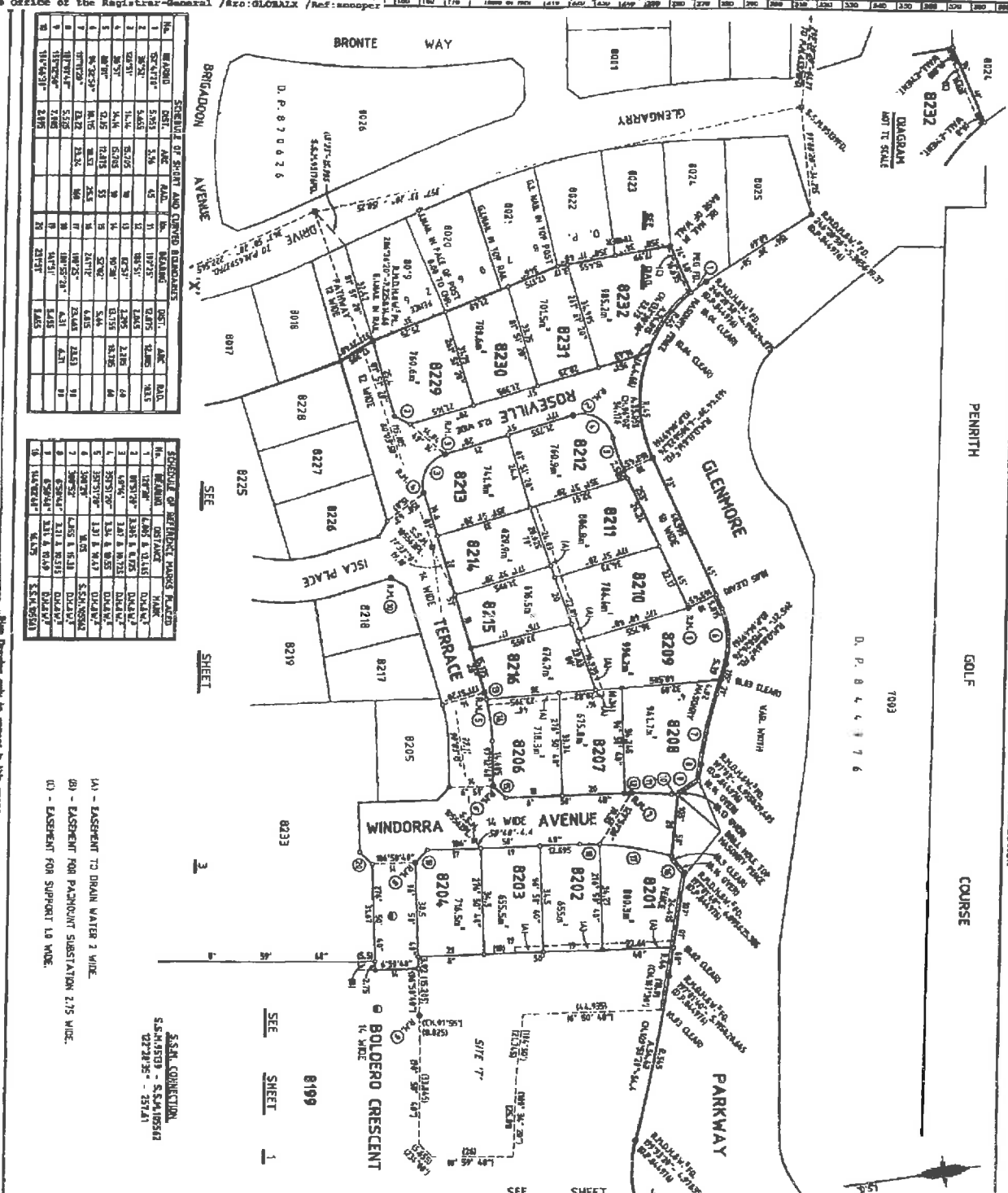
THIS PLAN IS MADE UP OF TWO PARTS A & B.  
 PART A (THIS PLAN) SHOWS THE  
 SUBDIVISION OF THE LAND  
 INTO LOTS 1 TO 100.  
 PART B (SEE PLAN 1002570 B)  
 SHOWS THE EASEMENTS AND  
 COVENANTS TO BE APPLIED  
 TO THE LOTS.  
 THE PLAN IS MADE UP OF TWO  
 PARTS A & B.  
 PART A (THIS PLAN) SHOWS THE  
 SUBDIVISION OF THE LAND  
 INTO LOTS 1 TO 100.  
 PART B (SEE PLAN 1002570 B)  
 SHOWS THE EASEMENTS AND  
 COVENANTS TO BE APPLIED  
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 PART B (SEE PLAN 1002570 B)  
 SHOWS THE EASEMENTS AND  
 COVENANTS TO BE APPLIED  
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 INTO LOTS 1 TO 100.  
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 THE PLAN IS MADE UP OF TWO  
 PARTS A & B.  
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 SUBDIVISION OF THE LAND  
 INTO LOTS 1 TO 100.  
 PART B (SEE PLAN 1002570 B)  
 SHOWS THE EASEMENTS AND  
 COVENANTS TO BE APPLIED  
 TO THE LOTS.  
 THE PLAN IS MADE UP OF TWO  
 PARTS A & B.  
 PART A (THIS PLAN) SHOWS THE  
 SUBDIVISION OF THE LAND  
 INTO LOTS 1 TO 100.

Req: 8427268 / Doc: DP 1002570 P / Rev: 09-Jun-1999 / M/W LRS / Pgs: ALL / Prt: 01-Mar-2021 10:38 / Req: 2 of 4  
 @ Office of the Registrar-General / R/o: GLOBALEX / Ref: accooper

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CHANGING OR FOLDING WILL LEAD TO REDUCTION



SCHEDULE OF SHORT AND CURVED ROADWAYS

No.	ROADWAY	DEPT.	ACC.	WID.	NO. OF LANE	DEPT.	ACC.	WID.	NO. OF LANE
1	BRIGADADOON AVENUE	5.263	5.263	43	11	1972	2.245	2.245	8.5
2	BRONTE WAY	5.043	5.043	12	10	1972	2.245	2.245	8.5
3	GLENGARRY	7.146	7.146	10	10	1972	2.245	2.245	8.5
4	ISCA PLACE	6.129	6.129	10	10	1972	2.245	2.245	8.5
5	TERACE	6.129	6.129	10	10	1972	2.245	2.245	8.5
6	WINDORRA AVENUE	6.129	6.129	10	10	1972	2.245	2.245	8.5
7	BOLDEIRO CRESCENT	6.129	6.129	10	10	1972	2.245	2.245	8.5
8	PARKWAY	6.129	6.129	10	10	1972	2.245	2.245	8.5
9	GLENMORE	6.129	6.129	10	10	1972	2.245	2.245	8.5
10	WINDORRA AVENUE	6.129	6.129	10	10	1972	2.245	2.245	8.5

SCHEDULE OF REFINISH PAVED ROADS

No.	ROADWAY	CONTRACT	DATE
1	BRIGADADOON AVENUE	1.341 & 1.342	1972
2	BRONTE WAY	1.341 & 1.342	1972
3	GLENGARRY	1.341 & 1.342	1972
4	ISCA PLACE	1.341 & 1.342	1972
5	TERACE	1.341 & 1.342	1972
6	WINDORRA AVENUE	1.341 & 1.342	1972
7	BOLDEIRO CRESCENT	1.341 & 1.342	1972
8	PARKWAY	1.341 & 1.342	1972
9	GLENMORE	1.341 & 1.342	1972
10	WINDORRA AVENUE	1.341 & 1.342	1972

- (A) - EASEMENT TO DRAIN WATER 2 WIDE.
- (B) - EASEMENT FOR PAVEMENT SUBSTITUTION 2.75 WIDE.
- (C) - EASEMENT FOR SUPPORT 1.8 WIDE.

S.S.M. CONNECTION  
 S.S.M. 45519 - S.S.M. 105542  
 22-22-26 - 25-21

DP1002570

Registered: 7th July 1999

DP 1002570  
 2nd & 3rd Floors  
 100 Queen Street  
 Sydney NSW 2000

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*[Signature]*

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*[Signature]*

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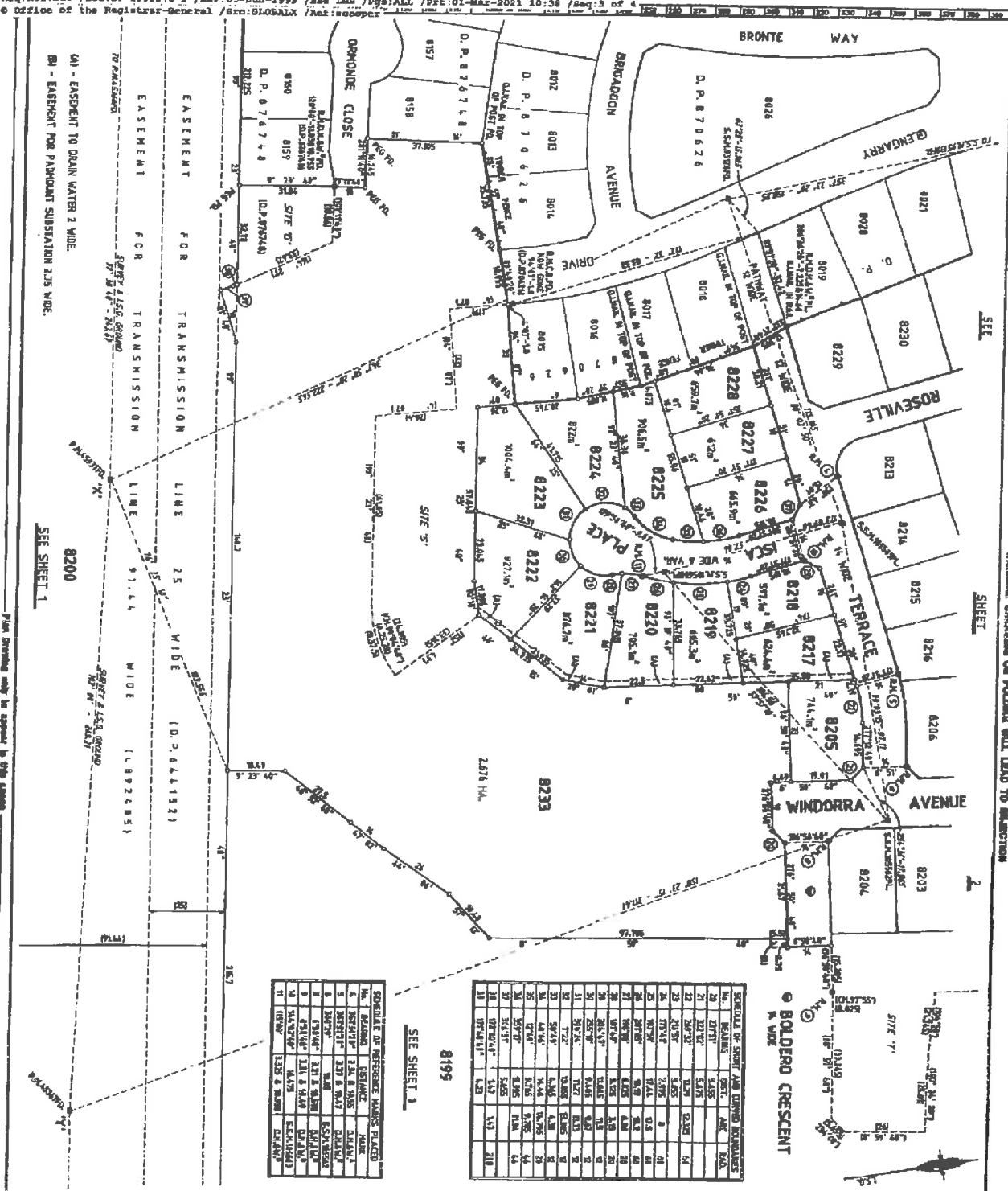
*[Signature]*

*[Signature]*

*[Signature]*

SCALE

Horizontal Scale: 1:800



SEE SHEET 1

SEE SHEET 2

EASEMENT FOR TRANSMISSION LINES 2.5 M WIDE (D.P. 644153)  
 EASEMENT FOR TRANSMISSION LINES 9.144 M WIDE (LBP2485)  
 (A) - EASEMENT FOR DRAIN WATER 2 WIDE.  
 (B) - EASEMENT FOR PUMP-OUT SUBSTATION 2.25 M WIDE.

SEE SHEET 1

Plan Showing only as appears in this system

8195

SEE SHEET 1

No.	REMARKS	QNTY	AMT	TOTAL
1	1000	1	1.00	1.00
2	1001	1	1.00	1.00
3	1002	1	1.00	1.00
4	1003	1	1.00	1.00
5	1004	1	1.00	1.00
6	1005	1	1.00	1.00
7	1006	1	1.00	1.00
8	1007	1	1.00	1.00
9	1008	1	1.00	1.00
10	1009	1	1.00	1.00
11	1010	1	1.00	1.00
12	1011	1	1.00	1.00
13	1012	1	1.00	1.00
14	1013	1	1.00	1.00
15	1014	1	1.00	1.00
16	1015	1	1.00	1.00
17	1016	1	1.00	1.00
18	1017	1	1.00	1.00
19	1018	1	1.00	1.00
20	1019	1	1.00	1.00
21	1020	1	1.00	1.00
22	1021	1	1.00	1.00
23	1022	1	1.00	1.00
24	1023	1	1.00	1.00
25	1024	1	1.00	1.00
26	1025	1	1.00	1.00
27	1026	1	1.00	1.00
28	1027	1	1.00	1.00
29	1028	1	1.00	1.00
30	1029	1	1.00	1.00
31	1030	1	1.00	1.00
32	1031	1	1.00	1.00
33	1032	1	1.00	1.00
34	1033	1	1.00	1.00
35	1034	1	1.00	1.00
36	1035	1	1.00	1.00
37	1036	1	1.00	1.00
38	1037	1	1.00	1.00
39	1038	1	1.00	1.00
40	1039	1	1.00	1.00
41	1040	1	1.00	1.00
42	1041	1	1.00	1.00
43	1042	1	1.00	1.00
44	1043	1	1.00	1.00
45	1044	1	1.00	1.00
46	1045	1	1.00	1.00
47	1046	1	1.00	1.00
48	1047	1	1.00	1.00
49	1048	1	1.00	1.00
50	1049	1	1.00	1.00
51	1050	1	1.00	1.00
52	1051	1	1.00	1.00
53	1052	1	1.00	1.00
54	1053	1	1.00	1.00
55	1054	1	1.00	1.00
56	1055	1	1.00	1.00
57	1056	1	1.00	1.00
58	1057	1	1.00	1.00
59	1058	1	1.00	1.00
60	1059	1	1.00	1.00
61	1060	1	1.00	1.00
62	1061	1	1.00	1.00
63	1062	1	1.00	1.00
64	1063	1	1.00	1.00
65	1064	1	1.00	1.00
66	1065	1	1.00	1.00
67	1066	1	1.00	1.00
68	1067	1	1.00	1.00
69	1068	1	1.00	1.00
70	1069	1	1.00	1.00
71	1070	1	1.00	1.00
72	1071	1	1.00	1.00
73	1072	1	1.00	1.00
74	1073	1	1.00	1.00
75	1074	1	1.00	1.00
76	1075	1	1.00	1.00
77	1076	1	1.00	1.00
78	1077	1	1.00	1.00
79	1078	1	1.00	1.00
80	1079	1	1.00	1.00
81	1080	1	1.00	1.00
82	1081	1	1.00	1.00
83	1082	1	1.00	1.00
84	1083	1	1.00	1.00
85	1084	1	1.00	1.00
86	1085	1	1.00	1.00
87	1086	1	1.00	1.00
88	1087	1	1.00	1.00
89	1088	1	1.00	1.00
90	1089	1	1.00	1.00
91	1090	1	1.00	1.00
92	1091	1	1.00	1.00
93	1092	1	1.00	1.00
94	1093	1	1.00	1.00
95	1094	1	1.00	1.00
96	1095	1	1.00	1.00
97	1096	1	1.00	1.00
98	1097	1	1.00	1.00
99	1098	1	1.00	1.00
100	1099	1	1.00	1.00
101	1100	1	1.00	1.00

8195

SEE SHEET 1

No.	REMARKS	DISTANCE	MARK
1	BOUNDARY	3.21 M	3/4" DIA. IRON
2	BOUNDARY	3.21 M	3/4" DIA. IRON
3	BOUNDARY	3.21 M	3/4" DIA. IRON
4	BOUNDARY	3.21 M	3/4" DIA. IRON
5	BOUNDARY	3.21 M	3/4" DIA. IRON
6	BOUNDARY	3.21 M	3/4" DIA. IRON
7	BOUNDARY	3.21 M	3/4" DIA. IRON
8	BOUNDARY	3.21 M	3/4" DIA. IRON
9	BOUNDARY	3.21 M	3/4" DIA. IRON
10	BOUNDARY	3.21 M	3/4" DIA. IRON
11	BOUNDARY	3.21 M	3/4" DIA. IRON
12	BOUNDARY	3.21 M	3/4" DIA. IRON
13	BOUNDARY	3.21 M	3/4" DIA. IRON
14	BOUNDARY	3.21 M	3/4" DIA. IRON
15	BOUNDARY	3.21 M	3/4" DIA. IRON
16	BOUNDARY	3.21 M	3/4" DIA. IRON
17	BOUNDARY	3.21 M	3/4" DIA. IRON
18	BOUNDARY	3.21 M	3/4" DIA. IRON
19	BOUNDARY	3.21 M	3/4" DIA. IRON
20	BOUNDARY	3.21 M	3/4" DIA. IRON
21	BOUNDARY	3.21 M	3/4" DIA. IRON
22	BOUNDARY	3.21 M	3/4" DIA. IRON
23	BOUNDARY	3.21 M	3/4" DIA. IRON
24	BOUNDARY	3.21 M	3/4" DIA. IRON
25	BOUNDARY	3.21 M	3/4" DIA. IRON
26	BOUNDARY	3.21 M	3/4" DIA. IRON
27	BOUNDARY	3.21 M	3/4" DIA. IRON
28	BOUNDARY	3.21 M	3/4" DIA. IRON
29	BOUNDARY	3.21 M	3/4" DIA. IRON
30	BOUNDARY	3.21 M	3/4" DIA. IRON
31	BOUNDARY	3.21 M	3/4" DIA. IRON
32	BOUNDARY	3.21 M	3/4" DIA. IRON
33	BOUNDARY	3.21 M	3/4" DIA. IRON
34	BOUNDARY	3.21 M	3/4" DIA. IRON
35	BOUNDARY	3.21 M	3/4" DIA. IRON
36	BOUNDARY	3.21 M	3/4" DIA. IRON
37	BOUNDARY	3.21 M	3/4" DIA. IRON
38	BOUNDARY	3.21 M	3/4" DIA. IRON
39	BOUNDARY	3.21 M	3/4" DIA. IRON
40	BOUNDARY	3.21 M	3/4" DIA. IRON
41	BOUNDARY	3.21 M	3/4" DIA. IRON
42	BOUNDARY	3.21 M	3/4" DIA. IRON
43	BOUNDARY	3.21 M	3/4" DIA. IRON
44	BOUNDARY	3.21 M	3/4" DIA. IRON
45	BOUNDARY	3.21 M	3/4" DIA. IRON
46	BOUNDARY	3.21 M	3/4" DIA. IRON
47	BOUNDARY	3.21 M	3/4" DIA. IRON
48	BOUNDARY	3.21 M	3/4" DIA. IRON
49	BOUNDARY	3.21 M	3/4" DIA. IRON
50	BOUNDARY	3.21 M	3/4" DIA. IRON
51	BOUNDARY	3.21 M	3/4" DIA. IRON
52	BOUNDARY	3.21 M	3/4" DIA. IRON
53	BOUNDARY	3.21 M	3/4" DIA. IRON
54	BOUNDARY	3.21 M	3/4" DIA. IRON
55	BOUNDARY	3.21 M	3/4" DIA. IRON
56	BOUNDARY	3.21 M	3/4" DIA. IRON
57	BOUNDARY	3.21 M	3/4" DIA. IRON
58	BOUNDARY	3.21 M	3/4" DIA. IRON
59	BOUNDARY	3.21 M	3/4" DIA. IRON
60	BOUNDARY	3.21 M	3/4" DIA. IRON
61	BOUNDARY	3.21 M	3/4" DIA. IRON
62	BOUNDARY	3.21 M	3/4" DIA. IRON
63	BOUNDARY	3.21 M	3/4" DIA. IRON
64	BOUNDARY	3.21 M	3/4" DIA. IRON
65	BOUNDARY	3.21 M	3/4" DIA. IRON
66	BOUNDARY	3.21 M	3/4" DIA. IRON
67	BOUNDARY	3.21 M	3/4" DIA. IRON
68	BOUNDARY	3.21 M	3/4" DIA. IRON
69	BOUNDARY	3.21 M	3/4" DIA. IRON
70	BOUNDARY	3.21 M	3/4" DIA. IRON
71	BOUNDARY	3.21 M	3/4" DIA. IRON
72	BOUNDARY	3.21 M	3/4" DIA. IRON
73	BOUNDARY	3.21 M	3/4" DIA. IRON
74	BOUNDARY	3.21 M	3/4" DIA. IRON
75	BOUNDARY	3.21 M	3/4" DIA. IRON
76	BOUNDARY	3.21 M	3/4" DIA. IRON
77	BOUNDARY	3.21 M	3/4" DIA. IRON
78	BOUNDARY	3.21 M	3/4" DIA. IRON
79	BOUNDARY	3.21 M	3/4" DIA. IRON
80	BOUNDARY	3.21 M	3/4" DIA. IRON
81	BOUNDARY	3.21 M	3/4" DIA. IRON
82	BOUNDARY	3.21 M	3/4" DIA. IRON
83	BOUNDARY	3.21 M	3/4" DIA. IRON
84	BOUNDARY	3.21 M	3/4" DIA. IRON
85	BOUNDARY	3.21 M	3/4" DIA. IRON
86	BOUNDARY	3.21 M	3/4" DIA. IRON
87	BOUNDARY	3.21 M	3/4" DIA. IRON
88	BOUNDARY	3.21 M	3/4" DIA. IRON
89	BOUNDARY	3.21 M	3/4" DIA. IRON
90	BOUNDARY	3.21 M	3/4" DIA. IRON
91	BOUNDARY	3.21 M	3/4" DIA. IRON
92	BOUNDARY	3.21 M	3/4" DIA. IRON
93	BOUNDARY	3.21 M	3/4" DIA. IRON
94	BOUNDARY	3.21 M	3/4" DIA. IRON
95	BOUNDARY	3.21 M	3/4" DIA. IRON
96	BOUNDARY	3.21 M	3/4" DIA. IRON
97	BOUNDARY	3.21 M	3/4" DIA. IRON
98	BOUNDARY	3.21 M	3/4" DIA. IRON
99	BOUNDARY	3.21 M	3/4" DIA. IRON
100	BOUNDARY	3.21 M	3/4" DIA. IRON

DP1002570

11/7/2011 10:31

13/7/2011 10:31

13/7/2011 10:31

13/7/2011 10:31

Authorised Practitioner

13/7/2011 10:31

Production Date: 13/07/2011

Scale: 1:500



**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 1 of 6 Sheets

**DP1002570**

Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 047/99 of 24/5/99

FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND

Glenmore Park Estate Limited  
2 Glengarry Drive, Glenmore Park.

**PART 1**

1. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and firstly referred to in  
the abovementioned plan

Easement to drain water 2 wide

Schedule of Lots etc., affected

Lots burdened	Lots, name of road or Authority benefited
8203	Site 'T' - 8199
8202	Site 'T' - 8199,8203
8201	Site 'T' - 8199,8203,8202, Penrith Council
8211	8212
8210	8212,8211
8209	8212,8211,8210
8207	8212,8211,8210,8209
8206	8212,8211,8210,8209,8207
8222	Site 'S' - 8233
8221	Site 'S' - 8233,8222
8220	Site 'S' - 8233,8222,8221
8219	Site 'S' - 8233,8222,8221,8220
8217	Site 'S' - 8233,8222,8221,8220,8219

2. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and secondly referred to in  
the abovementioned plan

Easement for padmount substation  
2.75 wide

Schedule of Lots etc., affected

Lots burdened	Lots, name of road or Authority benefited
8199	Integral Energy Australia ACN 063 279 649

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 2 of 6 Sheets

PLAN:

**DP1002570**

Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 047/99 of 24/3/99

3. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and thirdly referred to in  
the abovementioned plan

Easement for support 1 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8232

8024 DP 870626

4. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and fourthly referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8199,8200 & 8233

Penrith City Council

5. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and fifthly referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8201,8208,8209,8232

Penrith City Council

6. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and sixthly referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8201,8208,8209,8232

Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 3 of 6 Sheets

PLAN:

**DP1002570**

Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 047/99 of 24/5/99

7. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and severally referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

Each lot except 8199, 8200 & 8233

Penrith City Council

**PART 2**

TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

An Easement for Padmount Substation having terms as detailed in Memorandum No. 3021852 registered with the Land Titles Office.

TERMS OF EASEMENT FOR SUPPORT THIRDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:

1. The owner of the lot benefited may:
  - (a) maintain on the lot burdened, but only within the site of this easement, whatever is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work.
2. The owner of the lot burdened must not:
  - (a) interfere with the masonry retaining wall or the support it offers, or
  - (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the masonry retaining wall.
3. If the owner of the lot burdened does or allows anything to be done which damages the masonry retaining wall or impairs its effectiveness, the owner of the lot benefited may serve not less than 14 day's notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.



**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 4 of 6 Sheets

PLAN:

**DP1002570**

Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 027/99 of 24/5/99

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

4. In exercising those powers (whether or not after serving such a notice), the owner of the lot benefited must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN;

No development or building shall be allowed or permitted to remain on the burdened allotments unless satisfactory arrangements have been made with Penrith City Council for services (water, sewer, electricity and telephone), any outstanding contributions or consolidation with adjoining lots.

TERMS OF RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN;

No direct vehicular access will be permitted to or from Glenmore Parkway by the burdened allotments.

TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN;

No alteration, addition, modification, changes, resurfacing, painting, replacement, removal or demolition of the masonry fence erected along the common boundary of the burdened allotment with Glenmore Parkway shall be undertaken without the approval of Penrith City Council.



**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

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Sheet 5 of 6 Sheets

PLAN:

**DP1002570**

Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 047/99 of 24/5/99

TERMS OF RESTRICTION ON THE USE OF LAND SEVENTHLY REFERRED TO IN THE  
ABOVENTIONED PLAN:

No dwelling shall be erected on any burdened allotment unless it comprises non reflective materials and subdued tone colours which harmonise with the natural surroundings or as approved by Penrith City Council.

NAME OF PERSONS AND AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY  
THE EASEMENTS TO DRAIN WATER FIRSTLY REFERRED TO IN THE  
ABOVENTIONED PLAN:

The registered proprietors for the time being of the benefited lots & Penrith City Council.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS  
FOR PADMOUNT SUBSTATION SECONDLY REFERRED TO IN THE ABOVENTIONED  
PLAN:

Integral Energy Australia

NAME OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT  
FOR SUPPORT THIRDLY REFERRED TO IN THE ABOVENTIONED PLAN:

The registered proprietors for the time being of the burdened and benefited lots.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTIONS  
ON THE USE OF LAND FOURTHLY, FIFTHLY, SIXTHLY & SEVENTHLY REFERRED TO IN  
THE ABOVENTIONED PLAN:

Penrith City Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**


Sheet 6 of 6 Sheets

PLAN:

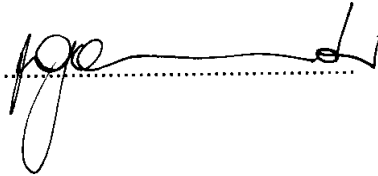
**DP1002570**

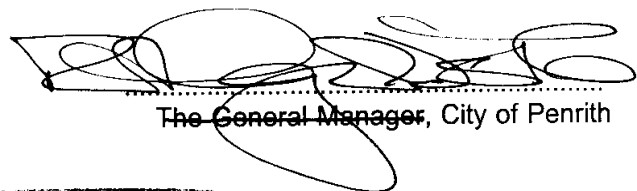
Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 047/99 of 24/5/99.

SIGNED for and on behalf of  
GLENMORE PARK ESTATE LIMITED by  
its Attorney David Mark Johnston pursuant  
to Power of Attorney dated 20.1.98 registered  
Book 4189 No.754 pursuant to which this  
document has been executed in the presence of:

  
.....


Amanda Franks  
0247 332 111

  
.....

  
.....

The General Manager, City of Penrith

PGISPLT6699.88B

REGISTERED  7.6.1999



AD88737X

Form: 13RRE  
Release: 2.0  
[www.lands.nsw.gov.au](http://www.lands.nsw.gov.au)

**RELEASE OR  
EXTINGUISHMENT OF  
RESTRICTION ON THE  
USE OF LAND**

New South Wales  
Sections 88, 88D(12), 88E(7) or 89(B)  
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 98B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	8200/1002570 8817/1089978	
(B) LODGED BY	Document Collection Box Name, Address or DX and Telephone Reference: <u>Glenmore Park 12</u>	CODE <b>R</b>
(C) RESTRICTION	Registration number only FOURTHLY CREATED BY DP 1002570	
(D) APPLICANT	PENRITH CITY COUNCIL	

(E) 1. RELEASE: SECTION 88 CONVEYANCING ACT 1919

The applicant applies to have a recording made in the Register of the CLICK & PICK >>> >>> the above restriction on the use of land dated NOT APPLICABLE and annexed hereto marked N.A..

2. RELEASE: SECTION 88D(12) CONVEYANCING ACT 1919

The applicant, being the prescribed authority entitled to enforce the above restriction on the use of land, applies to have a recording made in the Register of the order dated NOT APPLICABLE and annexed hereto marked N.A. releasing that restriction.

3. RELEASE: SECTION 88E(7) CONVEYANCING ACT 1919

The applicant, being the prescribed authority entitled to enforce the above restriction on the use of land, releases that restriction and applies to have a recording made in the Register giving effect to the release.

4. EXTINGUISHMENT: SECTION 89(B) CONVEYANCING ACT 1919

The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated NOT APPLICABLE an office copy of which is annexed hereto marked N.A. which >>> >>> extinguishes the above restriction on the use of land.

DATE \_\_\_\_\_

(F) I certify that an authorised officer of the prescribed authority, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer of the prescribed authority.

Signature of witness: [Signature]

Signature of authorised officer: [Signature]

Name of witness: P. CLARKE

Name: WARWICK STIMSON

Address of witness: 406 PARKVIEW HWY  
LINDFIELD NSW

Position: DEVELOPMENT ASSESSMENT  
COORDINATOR

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 1 of 6 Sheets

**DP1002570**

Subdivision of Lot 8699 DP  
Covered by Council's Certificate  
No. 047/99 of 24/3/99

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Glenmore Park Estate Limited  
2 Glengarry Drive, Glenmore Park.

**PART 1**

1. Identity of easement, profit a prendre, restriction or positive covenant to be created and firstly referred to in the abovementioned plan

Easement to drain water 2 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8203	Site 'T' - 8199
8202	Site 'T' - 8199,8203
8201	Site 'T' - 8199,8203,8202, Penrith Council
8211	8212
8210	8212,8211
8209	8212,8211,8210
8207	8212,8211,8210,8209
8208	8212,8211,8210,8209,8207
8222	Site 'S' - 8233
8221	Site 'S' - 8233,8222
8220	Site 'S' - 8233,8222,8221
8219	Site 'S' - 8233,8222,8221,8220
8217	Site 'S' - 8233,8222,8221,8220,8219

2. Identity of easement, profit a prendre, restriction or positive covenant to be created and secondly referred to in the abovementioned plan

Easement for padmount substation  
2.75 wide

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

8199	Integral Energy Australia ACN 063 279 649
------	--

*Handwritten initials/signature*

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 2 of 6 Sheets

PLAN: **DP1002570**

Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 047/99 of 24/5/99

3. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and thirdly referred to in  
the abovementioned plan

Easement for support 1 wide

Schedule of Lots etc., affected

Lots burdened	Lots, name of road or Authority benefited
8232	8024 DP 870626

4. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and fourthly referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened	Lots, name of road or Authority benefited
8199,8200 & 8233	Penrith City Council

5. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and fifthly referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened	Lots, name of road or Authority benefited
8201,8208,8209,8232	Penrith City Council

6. Identity of easement, profit a  
prendre, restriction or positive covenant  
to be created and sixthly referred to in  
the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened	Lots, name of road or Authority benefited
8201,8208,8209,8232	Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 3 of 6 Sheets

PLAN:

**DP1002570**

Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 047/99 of 24/5/99

7. Identity of easement, profit a prendre, restriction or positive covenant to be created and seventhly referred to in the abovementioned plan

Restriction on the Use of Land

Schedule of Lots etc., affected

Lots burdened

Lots, name of road or Authority benefited

Each lot except 8199, 8200 & 8233

Penrith City Council

**PART 2**

TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

An Easement for Padmount Substation having terms as detailed in Memorandum No. 3021852 registered with the Land Titles Office.

TERMS OF EASEMENT FOR SUPPORT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

1. The owner of the lot benefited may:
  - (a) maintain on the lot burdened, but only within the site of this easement, whatever is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work.
  
2. The owner of the lot burdened must not:
  - (a) interfere with the masonry retaining wall or the support it offers, or
  - (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the masonry retaining wall.
  
3. If the owner of the lot burdened does or allows anything to be done which damages the masonry retaining wall or impairs its effectiveness, the owner of the lot benefited may serve not less than 14 day's notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 4 of 6 Sheets

PLAN:

**DP1002570**

Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 047/99 of 24/5/99

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

- 4. In exercising those powers (whether or not after serving such a notice), the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

No development or building shall be allowed or permitted to remain on the burdened allotments unless satisfactory arrangements have been made with Penrith City Council for services (water, sewer, electricity and telephone), any outstanding contributions or consolidation with adjoining lots.

TERMS OF RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

No direct vehicular access will be permitted to or from Glenmore Parkway by the burdened allotments.

TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

No alteration, addition, modification, changes, resurfacing, painting, replacement, removal or demolition of the masonry fence erected along the common boundary of the burdened allotment with Glenmore Parkway shall be undertaken without the approval of Penrith City Council.

*Handwritten initials/signature*

film WITH AD 887377X

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 5 of 6 Sheets

PLAN:

**DP1002570**

Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 047/19 of 24/5/19

**TERMS OF RESTRICTION ON THE USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

No dwelling shall be erected on any burdened allotment unless it comprises non reflective materials and subdued tone colours which harmonise with the natural surroundings or as approved by Penrith City Council.

**NAME OF PERSONS AND AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS TO DRAIN WATER FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

The registered proprietors for the time being of the benefited lots & Penrith City Council.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS FOR PADMOUNT SUBSTATION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

Integral Energy Australia

**NAME OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT FOR SUPPORT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

The registered proprietors for the time being of the burdened and benefited lots.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTIONS ON THE USE OF LAND FOURTHLY, FIFTHLY, SIXTHLY & SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

Penrith City Council

R  
CAF

AD 88737X

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON  
THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sheet 6 of 6 Sheets

PLAN:

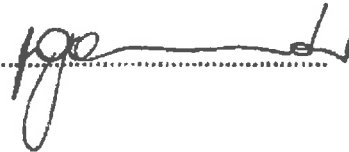
**DP1002570**

Subdivision of Lot 6699 DP  
Covered by Council's Certificate  
No. 047/99 of 24/5/99.

SIGNED for and on behalf of  
GLENMORE PARK ESTATE LIMITED by  
its Attorney David Mark Johnston pursuant  
to Power of Attorney dated 20.1.98 registered  
Book 4189 No.754 pursuant to which this  
document has been executed in the presence of:

  
.....

Amanda Franks  
0247 332 111

  
.....

  
.....  
The General Manager, City of Perth

PGISPLT0009.003

REGISTERED  7.6.1999

TITLE SEARCH

Reference: 8819/1089978

Search certified to:

23/5/2007 11:11 AM

EDITION 1

31/1/2006

Page 1

LAND

LOT 8819 IN DEPOSITED PLAN 1089978

AT GLENMORE PARK

LOCAL GOVERNMENT AREA PENRITH

PARISH OF MULGOA COUNTY OF CUMBERLAND

TITLE DIAGRAM DP1089978

FIRST SCHEDULE

LENSWORTH GLENMORE PARK LIMITED

SECOND SCHEDULE (10 NOTIFICATIONS)

- SUBT 1 SUBJECT TO RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  
AFFECTING THE PART OF THE LAND ABOVE DESCRIBED DESIGNATED (Q)  
AS SHOWN SO INDICATED IN THE TITLE DIAGRAM
- RU3 2 DP1002570 RESTRICTION(S) ON THE USE OF LAND DESIGNATED (S)  
AFFECTING THE PART OF THE LAND ABOVE DESCRIBED  
SHOWN SO BURDENED IN THE TITLE DIAGRAM (S)
- RU2 3 DP1008395 RESTRICTION(S) ON THE USE OF LAND DESIGNATED (T)  
AS REFERRED TO AND NUMBERED (6) IN THE SECTION 88B  
INSTRUMENT
- ETW5 4 DP1036719 EASEMENT TO DRAIN WATER 2 METRES WIDE APPURTENANT  
TO THE PARTS OF THE LAND ABOVE DESCRIBED SHOWN SO  
BENEFITED AS BEING THE SITES 'H' AND 'K' IN THE  
TITLE DIAGRAM
- ETW6 5 DP1036719 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT  
TO THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO  
BENEFITED AS BEING THE SITE 'K' IN THE TITLE DIAGRAM
- ESU3 6 DP1036719 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE APPURTENANT  
TO THE PARTS OF THE LAND ABOVE DESCRIBED SHOWN SO  
BENEFITED AS BEING THE SITES 'K' AND 'M' IN THE  
TITLE DIAGRAM
- ETW3 7 DP1043708 EASEMENT TO DRAIN WATER 2 METRES WIDE APPURTENANT  
TO THE PARTS OF THE LAND ABOVE DESCRIBED SHOWN SO

END OF PAGE 1 - CONTINUED OVER

23/5/2007

ktran

TITLE SEARCH

Reference: 8819/1089978

Search certified to:

23/5/2007 11:11 AM

EDITION 1

31/1/2006

Page 2

SECOND SCHEDULE (10 NOTIFICATIONS) (CONTINUED)

-----  
BENEFITED AS BEING THE SITES 'C' AND 'D' IN THE  
TITLE DIAGRAM  
RU2 8 DP1060475 RESTRICTION(S) ON THE USE OF LAND DESIGNATED (T)  
AS REFERRED TO AND NUMBERED (3) IN THE SECTION 88B  
INSTRUMENT  
ETW1 9 DP1089978 EASEMENT TO DRAIN WATER 2 METRES WIDE DESIGNATED  
(A) AFFECTING THE PART(S) OF THE LAND ABOVE  
DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM  
RU3 10 DP1089978 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO  
AND NUMBERED (5) IN THE SECTION 88B INSTRUMENT

NOTATIONS

-----  
UNREGISTERED DEALINGS: R AD88736 DP1109846 DP1111972.

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

PLAN FORM 2

SIGNED FOR AND ON BEHALF OF  
 LENSINGTON GLENMORE PARK LIMITED  
 BY ITS ATTORNEY  
 NICHOLAS ANTONY DUNCAN  
 PURSUANT TO POWER OF ATTORNEY  
 DATED 20/12/2004, REGISTERED BOOK 4449  
 No. 214 PURSUANT TO WHICH THIS  
 DOCUMENT HAS BEEN EXECUTED IN THE  
 PRESENCE OF :-

WITNESSES  
 SIGNED FOR AND ON BEHALF OF  
 LENSINGTON GLENMORE PARK LIMITED  
 BY ITS ATTORNEY  
 NICHOLAS ANTONY DUNCAN  
 PURSUANT TO POWER OF ATTORNEY  
 DATED 20/12/2004, REGISTERED BOOK 4449  
 No. 214 PURSUANT TO WHICH THIS  
 DOCUMENT HAS BEEN EXECUTED IN THE  
 PRESENCE OF :-

WITNESSES  
 SIGNED FOR AND ON BEHALF OF  
 LENSINGTON GLENMORE PARK LIMITED  
 BY ITS ATTORNEY  
 NICHOLAS ANTONY DUNCAN  
 PURSUANT TO POWER OF ATTORNEY  
 DATED 20/12/2004, REGISTERED BOOK 4449  
 No. 214 PURSUANT TO WHICH THIS  
 DOCUMENT HAS BEEN EXECUTED IN THE  
 PRESENCE OF :-

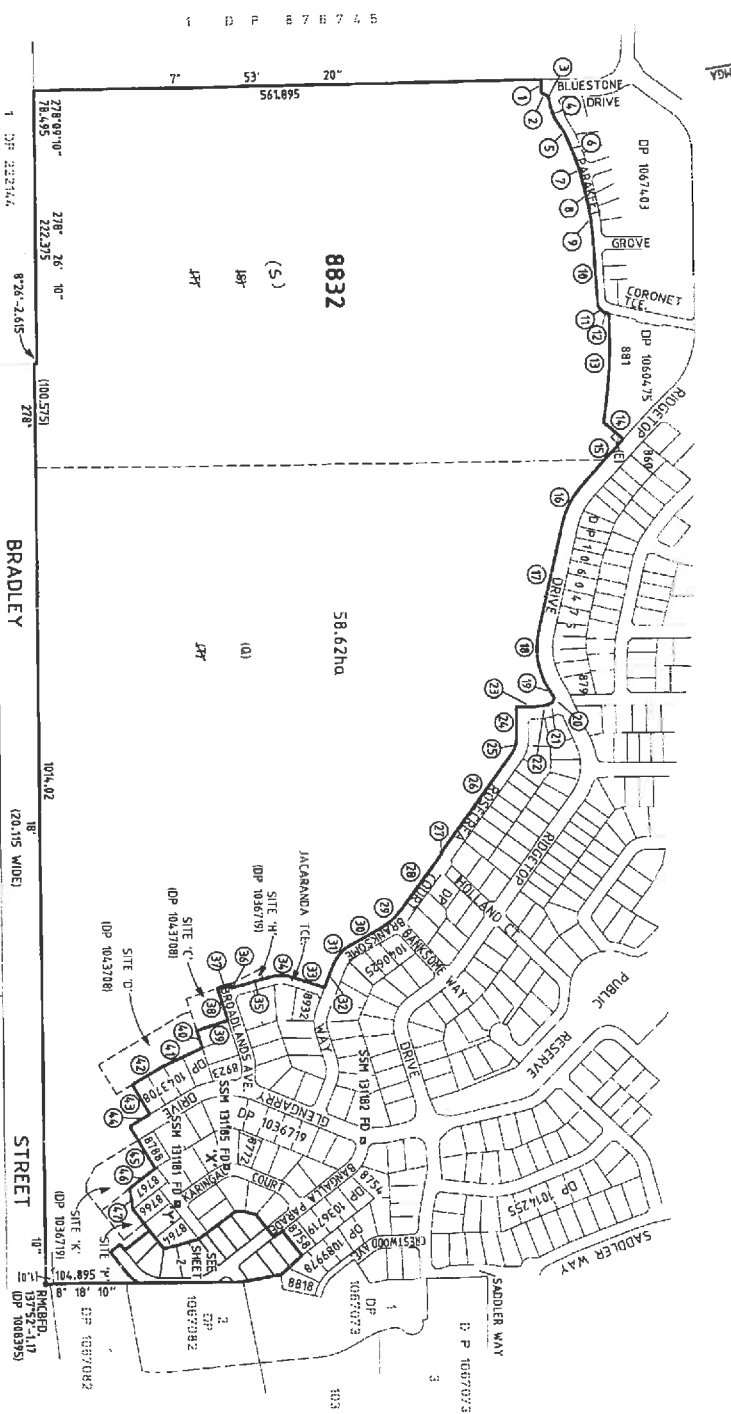
Department of Land Approval  
 I, \_\_\_\_\_ (Authorised Officer) in approving this plan certify  
 that all information provided in regard to the description of the land  
 shown herein has been given.  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 The Number: \_\_\_\_\_  
 Office: \_\_\_\_\_  
 Subdivision Certificate No. SC 10977  
 I certify that the provisions of a 1989 of the Environmental Planning  
 and Assessment Act 1979 have been satisfied in relation to the  
 proposed \_\_\_\_\_  
 (Insert Sample) \_\_\_\_\_  
 Authorised Person/General Manager/Development Controller  
 Consent Authority: \_\_\_\_\_  
 Date of endorsement: \_\_\_\_\_  
 Accreditation No. \_\_\_\_\_  
 Subdivision Certificate No. \_\_\_\_\_  
 The No. \_\_\_\_\_  
 When this plan is to be lodged electronically in the Land Information  
 Office, it should include a signature in an electronic or digital  
 format approved by the Inspector-General.  
 \*Delete whichever is inapplicable.

DATAUM LINE 'X'- 'Y'  
 SSM 13185 - SSM 13181  
 54.42255' - 23.00 MGA GROUND  
 73.275 BY SURVEY  
 SSM 13185 - SSM 13182  
 271725' - 16.37 MGA GROUND  
 271730' - 16.38 SURVEY (TRAWL)

Plan Drawing only to appear in this space  
 (E) - RESTRICTION ON THE USE OF LAND DP 1060475/  
 (D) - RESERVATION AND CONDITIONS IN GROUND GRANT,  
 (S) - RESTRICTIONS ON THE USE OF LAND DP 1060475  
 (1) - BENEFITTED BY EASEMENT TO DRAIN WATER 2 WIDE DP 1062779  
 (2) - BENEFITTED BY EASEMENT TO DRAIN WATER 2 WIDE DP 1062779  
 (3) - BENEFITTED BY EASEMENT TO DRAIN WATER VARIABLE WIDTH &  
 EASEMENT FOR SUPPORT OF WIDE DP 1062779  
 (4) - BENEFITTED BY EASEMENT TO FOR SUPPORT AS WIDE DP 1062779

MARK	M.G.A. CO-ORDINATES	CLASS ORDER
SSM 13181	28338.851 625720.350	C 3
SSM 13185	28338.740 625725.348	C 3
SSM 13182	28341.886 625742.554	C 3
SSM 14052	28445.161 625754	U N/A

SURVEYING REGULATION 2006, CLAUSE 6(2) & 3(1)(b)  
 SSM 14052 PLACED AT ADJUTANT TRAVVERSE  
 COMBINED SCALE FACTOR 1.000152 ZONE 56



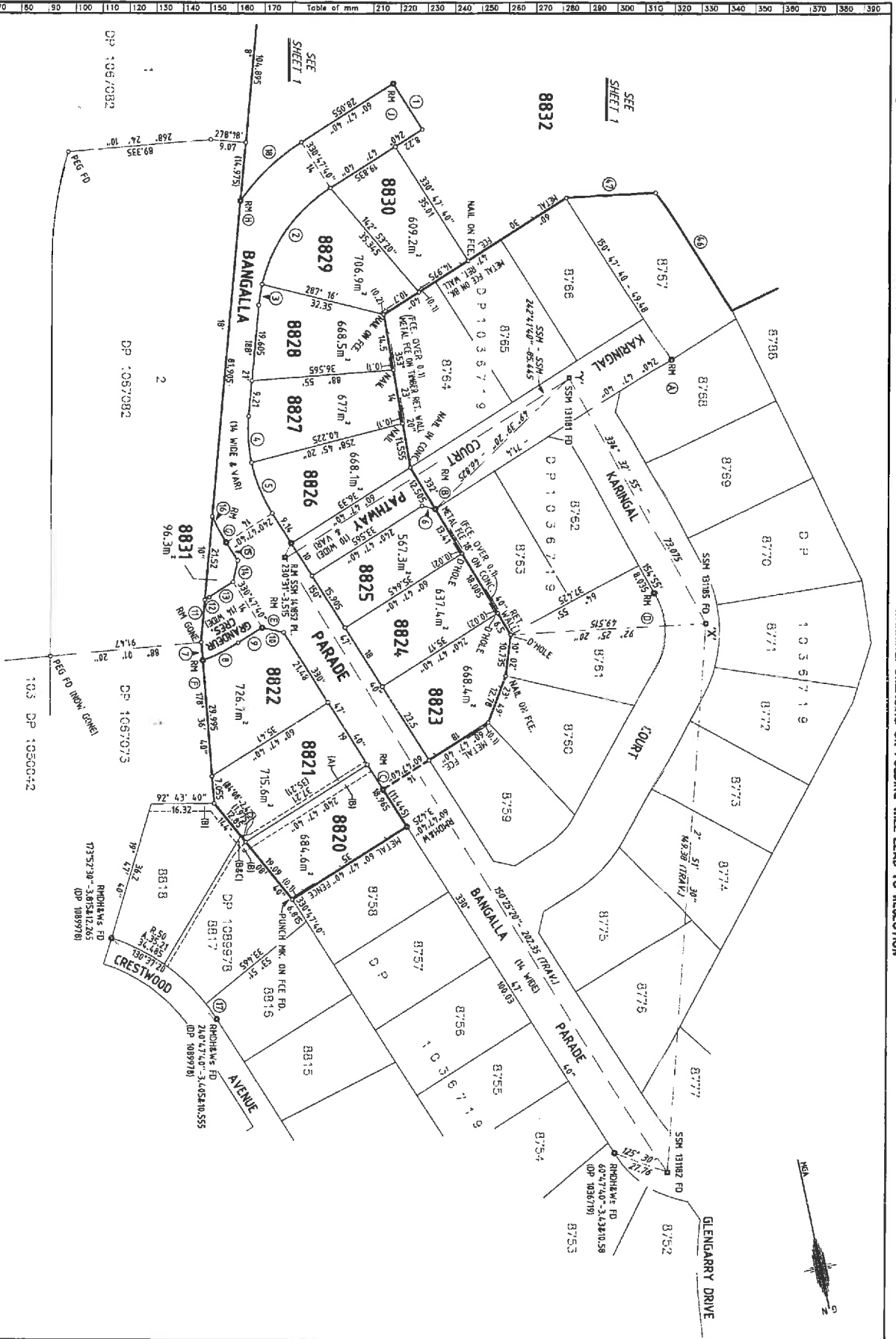
No.	BEARING	DIST.	ARC	RAID.	No.	BEARING	DIST.	ARC	RAID.	No.	BEARING	DIST.	ARC	RAID.
1	87°53'	15.5			15	125°51'30"	43.505	43.505	87.5	31	140°01'20"	29.845	30.445	4.6
2	75°3'	3.435			17	117°27'50"	12.1			32	120°12'	26.345		
3	57°19'	6.01			18	92°48'30"	55.965	56.995	87.5	33	201°25'	37.925		
4	78°12'40"	31.925	31.985	53	19	74°10'	18.555			34	180°26'	22.95	22.525	38
5	69°03'	19.6	19.68	72.215	20	119°10'	5.685			35	173°21'20"	45.89		
6	76°51'	19.05			21	164°10'	1.99			36	201°00'40"	4.7		
7	81°37'20"	31.14	31.175	187	22	176°18'40"	14.725	14.835	35	37	177°08'40"	15.5		
8	86°23'40"	27.64			23	188°27'	24.61			38	87°08'40"	37.955	37.955	20
9	107°34'40"	27.485	27.48	187	24	188°27'	35.55			39	177°08'40"	38.42		
10	94°49'10"	80.42			25	116°38'	16.225	16.5	26	40	87°08'40"	20		
11	57°45'	9.585	10.685	7.925	26	184°46'50"	194.29			41	143°57'20"	14.01		
12	20°41'20"	5.765			27	44°49'50"	1.5			42	158°39'10"	14.01		
13	107°36'50"	19.88	120.03	400	28	134°49'	76.345			43	67°21'10"	38		
14	50°15'	31.68			29	147°20'	30.34	30.585	70	44	157°31'30"	26.71		
15	144°15'	48.5			30	159°51'	37.77			45	67°31'30"	53.74		
					31	59°51'	37.77			46	150°47'40"	36.1		
					32					47	90°19'	22.995		

PLAN FOR USE ONLY for alterations of boundaries  
 to reduce public easements, restrictions on the  
 use of land or public easements.  
 IT IS INTENDED TO DEDICATE  
 THE EXTENSION OF BANGALLA  
 PARADE, GRANDVIEW CRESCENT  
 AND PATHWAY TO WIDE & VARIABLE  
 TO THE PUBLIC AS ROAD.  
 PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919 IT IS  
 INTENDED TO CREATE:  
 1. EASEMENT FOR UNDERGROUND  
 CABLES 1 WIDE AND VARIABLE  
 2. RESTRICTION ON THE USE OF  
 LAND.

Registered: up 24.5.2007  
 C.A.: SEE CERTIFICATE  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: U6452-3  
 Last Plan: DP 106977B  
 PLAN OF SUBDIVISION OF  
 LOT 8319 DP 1089978  
 Lengths are in meters. Reduction Ratio: 1:4000  
 L E A PENRITH  
 Locality: GLENMORE PARK  
 Parish: MULGOA  
 County: CUMBERLAND  
 This is sheet 1 of my plan in 2 sheets.  
 (Delete if inapplicable).  
 Surveying Regulation 2005  
 I, ROBERT BERNARD GALLAGHER  
 PROUST & GARDNER CONSULTING P/L  
 of 101 PACIFIC HIGHWAY, LANDFELD  
 a surveyor registered under the Surveying Act 2002, certify  
 that the survey represented in this plan is accurate, has  
 been made in accordance with the Surveying Act 2002,  
 and that the survey is a true and correct copy of the original  
 plan as shown to me by the surveyor.  
 I, OTTAVIO M. DOMENICO  
 of 101 PACIFIC HIGHWAY, LANDFELD  
 a surveyor registered under the Surveying Act 2002, certify  
 that the survey represented in this plan is accurate, has  
 been made in accordance with the Surveying Act 2002,  
 and that the survey is a true and correct copy of the original  
 plan as shown to me by the surveyor.  
 (Signatures) \_\_\_\_\_  
 (Delete if inapplicable).  
 Plans used in preparation of survey/development:  
 DP 1089978  
 DP 1087082  
 DP 1087073  
 DP 1026719

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1109846



SCHEDULE OF SHORT & CURVED LINES						
NO	BEARING	DISTANCE	ARC RADIUS	NO BEARING	ARC RADIUS	ARC DISTANCE
1	330°47'40"	16	31185	12	24744	126
2	208°27'40"	30.1	5433	13	60°47'40"	7.33
3	192°16'20"	5.425	11995	14	15°47'40"	5.655
4	179°45'40"	11.95	16.225	15	330°47'40"	5.655
5	160°59'	14.5	16.225	16	330°47'40"	5.655
6	286°34'	3.49	7.565	17	147°59'	14.9
7	178°36'40"	10.15	10.855	18	69°18'20"	21.6
8	246°14'	7.33		19	103°57'40"	38.1
9	246°14'	7.33		20	285°14'	5.655

- (A) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE.
- (B) - EASEMENT TO DRAIN WATER 2 WIDE. (DP 1089979)
- (C) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VAR. (DP 1089978)

SCHEDULE OF REFERENCE MARKS				
NO.	BEARING	DISTANCE	TYPE	ORIGIN
A	280°14'00"	27.02	CHIRONI	DP 103679
B	10°53'	4.815 & 13.431	DH&W'S	DP 103679
C	88°53'	3.885 & 11.94	DH&W'S	DP 103679
D	64°58'	3.37 & 10.565	DH&W'S	DP 103679
E	330°47'40"	3.37 & 10.45	DH&W'S	PLACED
F	353°00'	3.45 & 10.705	DH&W'S	PLACED
G	60°47'40"	3.355 & 10.51	DH&W'S	PLACED
H	72°55'	3.32	DH&W'S	PLACED
I	115°00'	3.14 & 11.535	DH&W'S	PLACED
J	115°00'	3.14 & 11.535	DH&W'S	PLACED

Plan Drawing only to appear in this space

Reduction Ratio 1:700 SURVEYOR'S REFERENCE: 132/12-B-62	DP1109846 Registered: 24-5-2007 This is sheet 2 of 2 of plan n 2 dated 25/5/07 Survey registered under the Survey Act 2002 This is sheet 2 of 2 of plan n 2 dated 25/5/07 Other 25/5/07 Authorised Person/Access/Design/Engineer/Contractor For use where space is available in any panel on Plan Form 2
--	---

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

Sheet 1 of 3 Sheets

**DP1109846**

Subdivision of  
Lot 8819 DP 1089978  
Covered by Council's Certificate  
No. 035/07 1/5/07

**Full name and address  
of the owner of the Land:**

Lensworth Glenmore Park Limited  
157 Liverpool Street  
Sydney NSW 2000

**PART 1**

<b>Number of item shown in the intention panel on the plan.</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s) bodies or Prescribed Authorities:</b>
1	Easement for Underground Cables 1 wide and variable	8821	Integral Energy Australia
2	Restriction on the Use of Land	8831 8832	Penrith City Council Penrith City Council

Plan:

**DP1109846**

Subdivision of  
Lot 8819 DP 1089978  
Covered by Council's Certificate  
No. 035107 11/107

**PART 2**

TERMS OF EASEMENT FOR UNDERGROUND CABLES FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

The terms of the Easement for Underground Cables having terms set out in Memorandum No.9262885 registered with Department of Lands are incorporated in this document.

TERMS OF RESTRICTION ON THE USE OF LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

No development or building shall be allowed or be permitted to remain on the lot burdened unless satisfactory arrangements have been made with Penrith City Council for provision of services (water, sewer, electricity and telephone), any outstanding contributions or consolidations with adjoining lots.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT FOR UNDERGROUND CABLES FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Integral Energy Australia

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ON THE USE OF LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Penrith City Council



Plan:

DP1109846

Subdivision of  
Lot 8819 DP 1089978  
Covered by Council's Certificate  
No. 035/07 1/5/07

PART 2 (continued)

SIGNED for and on behalf of  
LENSWORTH GLENMORE PARK  
LIMITED by its Attorney **STEWART JOHN NETTLETON**  
pursuant to Power of Attorney dated  
**13 APRIL 06** registered Book **4485** NO. **748**  
pursuant to which this document has  
been executed in the presence of:

*Stewart Nettleton*

*CD Costa*  
Signature of Witness  
**CRAIG D' COSTA**  
Name of Witness  
**133 CASTLEREACH**  
Address of Witness  
..... Street, Sydney

133

REGISTERED  **UW 24.5.2007**

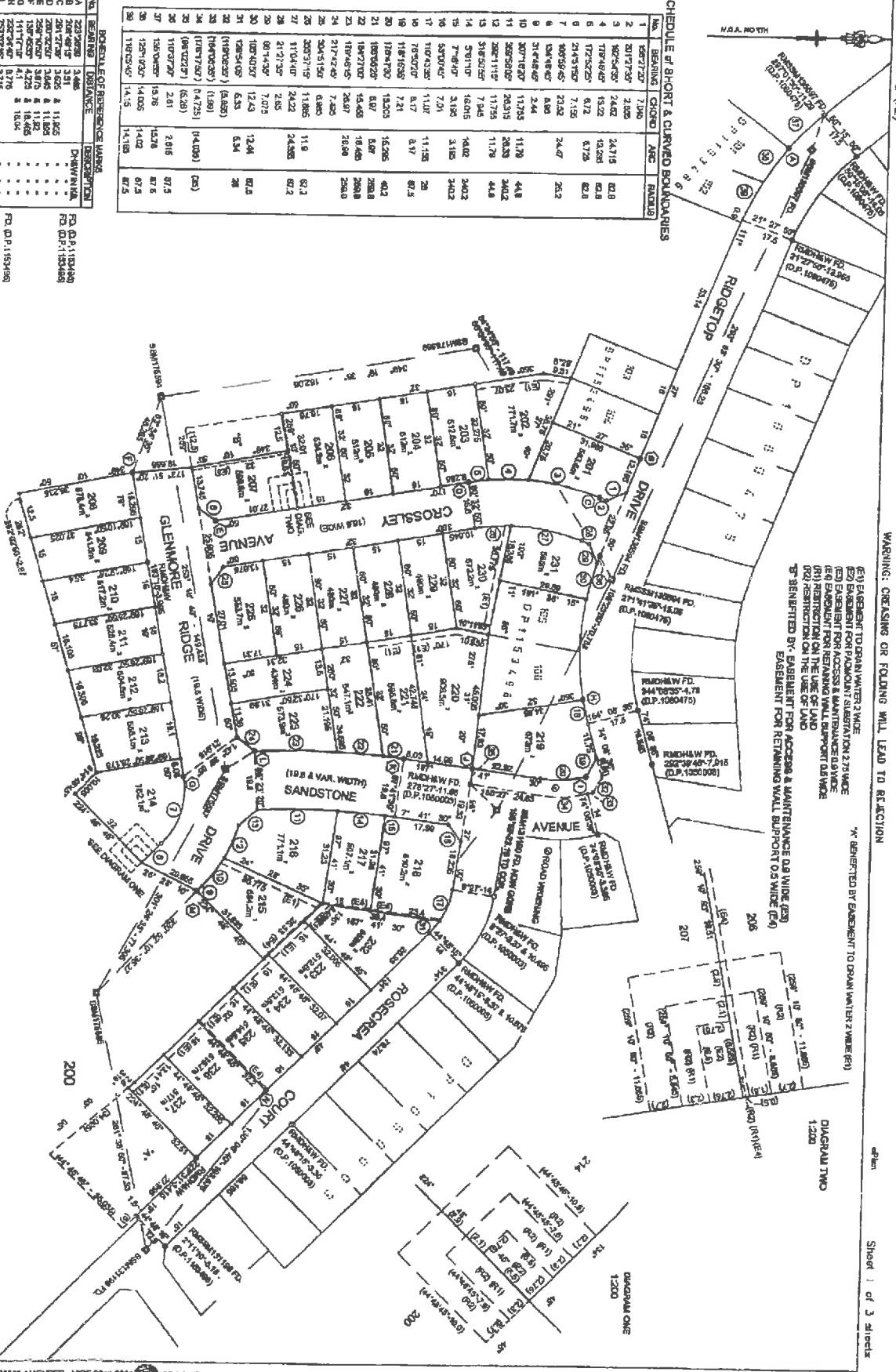
*[Signature]*

Authorised Person, Penrith City Council

PLAN FORM 2 (A2)

No.	BEARING	CRSD	ANG	RADIUS
1	S89°7'27"	7.965		
2	S01°17'28"	2.025	24.715	62.8
3	S62°54'35"	24.62	43.281	62.8
4	T09°48'45"	13.22	6.725	62.8
5	T72°52'25"	6.72	6.725	62.8
6	T24°51'50"	7.155	24.67	25.2
7	S09°59'45"	21.52		
8	S34°48'45"	8.82		
9	S14°48'45"	2.44		
10	S07°18'37"	11.725	11.725	44.8
11	S06°58'05"	26.315	26.315	24.2
12	S08°11'12"	7.24	11.78	44.8
13	S19°52'05"	7.94		
14	S79°18'	16.015	14.02	24.2
15	T78°47'	3.185	3.185	24.2
16	S50°04'	7.21		
17	S07°32'	11.07	11.075	28
18	T05°02'07"	5.17	8.17	28
19	T18°16'58"	7.21		
20	T18°47'30"	13.225	15.285	42.2
21	T89°28'28"	8.07	8.07	28.8
22	T89°27'07"	15.455	15.455	28.8
23	T18°46'45"	26.87	26.87	28.8
24	T17°47'45"	7.485		
25	S04°51'54"	6.885		
26	S03°31'15"	11.885	11.8	61.2
27	T10°44'	24.22	24.585	61.2
28	S11°21'35"	2.85		
29	S01°44'30"	7.075		
30	T05°43'07"	12.43	12.44	61.2
31	T28°44'03"	6.33	6.34	28
32	T18°02'33"	(4.887)		
33	T18°02'33"	(1.981)		
34	T17°17'50"	(4.725)		
35	T08°12'27"	(5.281)		
36	T10°57'22"	2.81	2.015	61.5
37	T58°08'28"	15.78	15.78	61.5
38	T25°19'32"	14.025	14.02	61.5
39	T18°23'45"	14.15	14.185	61.5

No.	BEARING	DISTANCE	REMARKS
A	S23°28'28"	3.465	
B	S31°	3.215	
C	S20°17'32"	3.265	
D	S28°56'50"	2.665	
E	S28°56'50"	3.875	
F	S17°45'20"	4.221	
G	T17°45'20"	3.715	
H	S28°10'47"	3.715	
I	S28°10'47"	21.035	
J	S28°10'47"	5.11	
K	S20°17'32"	6.565	
L	S27°11'47"	6.565	
M	S27°11'47"	3.845	
N	S27°11'47"	2.845	
O	S27°11'47"	4.1875	
P	S27°11'47"	4.1875	



WARNING: CHECKING OR FOLDING WILL LEAD TO REJECTION

E1) EASEMENT TO DRAIN WATER 2 WIDE  
 E2) EASEMENT FOR FULCRUM SUBSTATION 2.7 WIDE  
 E3) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE  
 E4) EASEMENT FOR REMAINING WALL SUPPORT 0.5 WIDE  
 E5) RESTRICTION ON THE USE OF LAND  
 E6) RESTRICTION ON THE USE OF LAND

\* GENERATED BY EASEMENT TO DRAIN WATER 2 WIDE (E1)

GENERATED BY EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (E3)

GENERATED BY RESTRICTION ON THE USE OF LAND (E5)

No.	BEARING	DISTANCE	REMARKS
1	S23°28'28"	3.465	
2	S31°	3.215	
3	S20°17'32"	3.265	
4	S28°56'50"	2.665	
5	S28°56'50"	3.875	
6	S17°45'20"	4.221	
7	T17°45'20"	3.715	
8	S28°10'47"	3.715	
9	S28°10'47"	21.035	
10	S28°10'47"	5.11	
11	S20°17'32"	6.565	
12	S27°11'47"	6.565	
13	S27°11'47"	3.845	
14	S27°11'47"	2.845	
15	S27°11'47"	4.1875	
16	S27°11'47"	4.1875	

PLAN OF SUBDIVISION OF LOT 1100 IN D.P. 1153498

Surveyor: Ian Vincent Munn  
 Registered: Ian Vincent Munn  
 Date of Survey: 11th January, 2011  
 Surveyor's Reference: 15771-32

LGA: PENRITH  
 Locality: GLENMORE PARK  
 Subdivision No.: BC 002011

D.P. 1153497

14.3.2011

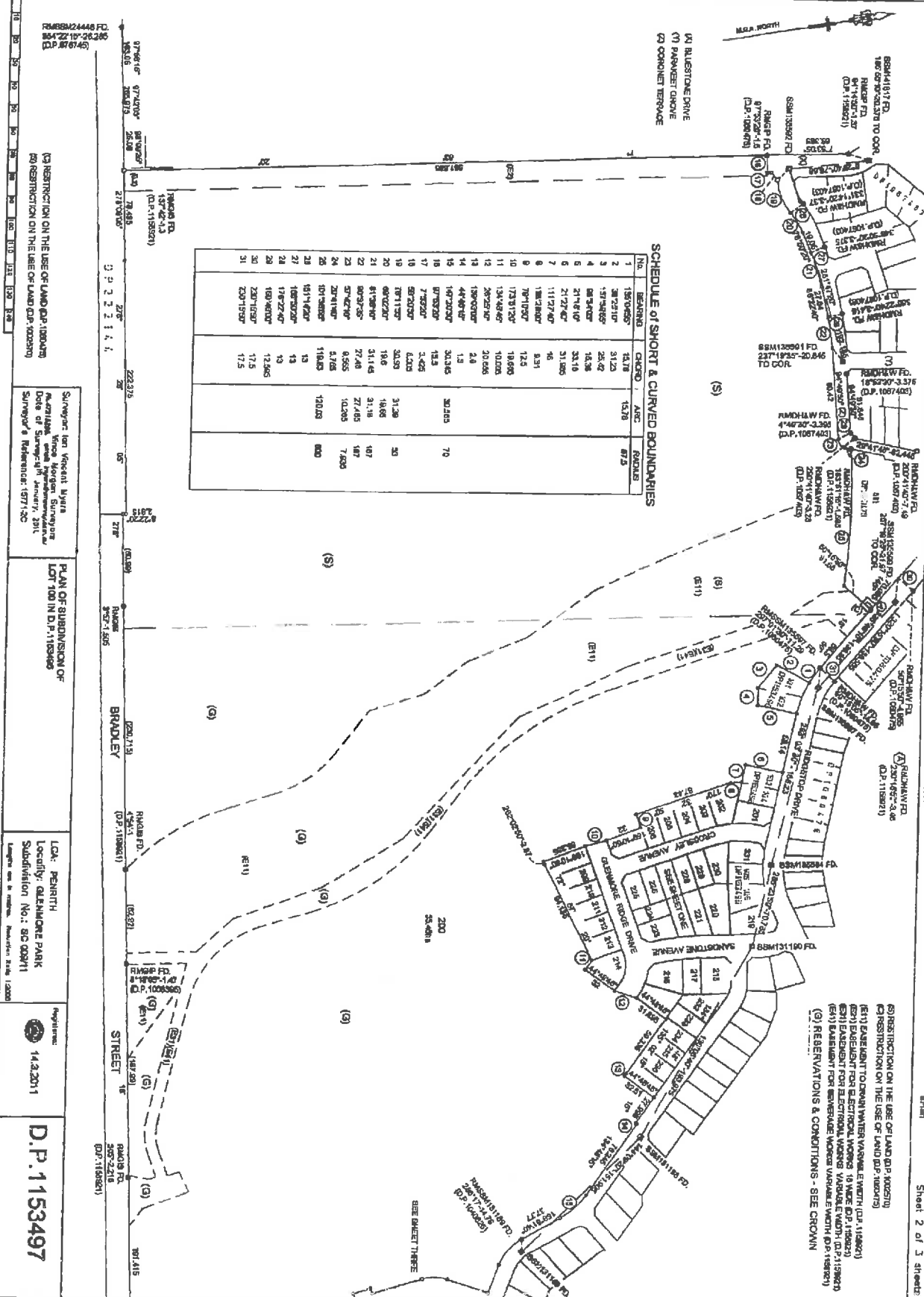
DETAIL 6 OF BSM 173556 AMENDED - WIDE 2011-2021 25.1.2017

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 3 sheets

**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	S87°06'55"	14.78	14.78	87.5
2	S87°23'10"	31.23	25.42	
3	S1°34'05"	14.36	14.36	
4	S1°16'10"	24.16	24.16	
5	S1°27'42"	31.26	31.26	
6	S11°27'40"	46	46	
7	S18°28'00"	8.31	8.31	
8	S18°10'57"	12.5	12.5	
9	S17°31'32"	18.66	18.66	
10	S13°48'48"	10.008	10.008	
11	S10°25'42"	20.646	20.646	
12	S10°03'02"	2.8	2.8	
13	S13°09'02"	1.3	1.3	
14	S4°49'37"	30.345	30.345	
15	S19°20'20"	13.3	13.3	
16	S19°52'20"	3.425	3.425	
17	S7°52'07"	4.203	4.203	
18	S9°20'50"	30.59	30.59	
19	S1°11'52"	18.6	18.6	
20	S0°02'20"	18.6	18.6	
21	S1°38'40"	31.16	31.16	
22	S0°39'25"	27.485	27.485	
23	S7°42'30"	6.555	6.555	
24	S20°11'40"	1.708	1.708	
25	S0°19'00"	119.823	119.823	
26	S0°19'00"	13	13	
27	S0°11'42"	13	13	
28	S10°30'20"	19	19	
29	S18°22'40"	12.585	12.585	
30	S0°46'00"	17.5	17.5	
31	S20°15'00"	17.5	17.5	



RESTRICTION ON THE USE OF LAND (D.P. 102820)  
 RESTRICTION ON THE USE OF LAND (D.P. 102820)

Surveyor Ian Vincent Byrne  
 Accredited Surveyor  
 Date of Survey 17th February 2011  
 Surveyor's Reference: 1971/20

PLAN OF SUBDIVISION OF  
 LOT 100 IN D.P. 1153497

LOC: PENRITH  
 Locality: GLENHOLME PARK  
 Subdivision No.: 50 00471

14.2.2011

D.P. 1153497

- (S) RESTRICTION ON THE USE OF LAND (D.P. 102820)
- (S) RESTRICTION ON THE USE OF LAND (D.P. 102820)
- (S) RESTRICTION ON THE USE OF LAND (D.P. 102820)
- (S) RESTRICTION ON THE USE OF LAND (D.P. 102820)
- (S) RESTRICTIONS & CONDITIONS - SEE CROWN

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

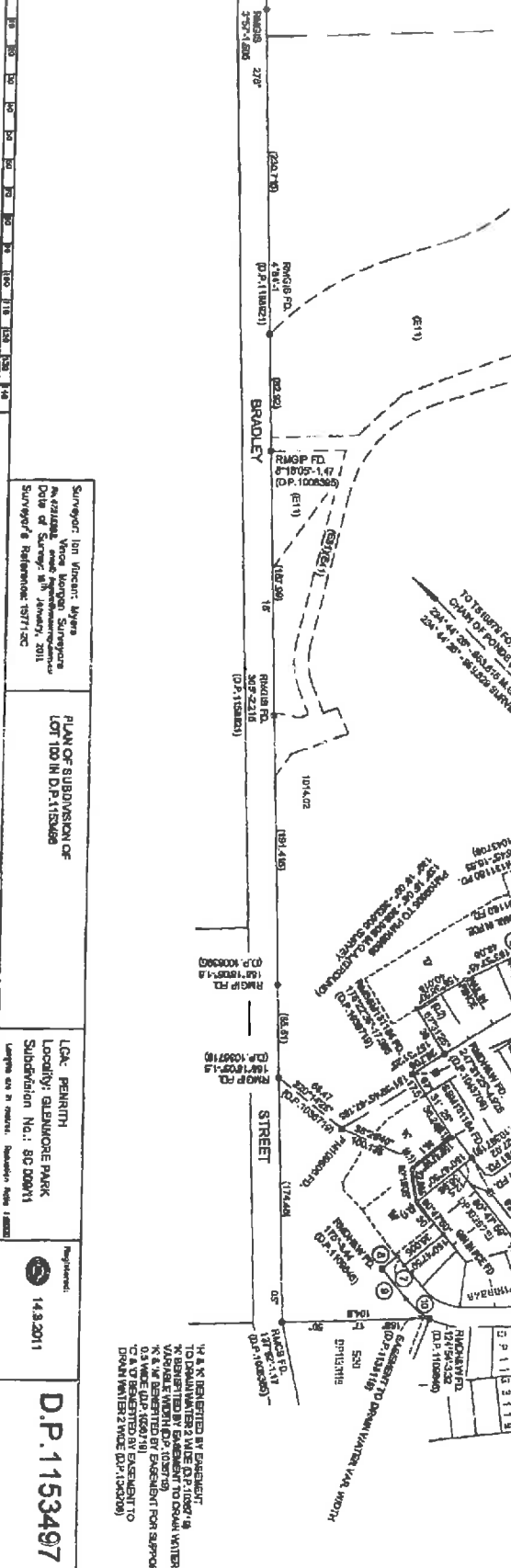
Sheet 3 of 3 sheets

### SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	44°48'19"	1.5	30.345	10
2	147°02'07"	1.5	30.448	10
3	147°02'07"	21.185	22.51	38
4	180°00'00"	4.71	4.71	4.71
5	281°08'20"	13.3	13.3	13.3
6	281°08'20"	0.205	0.205	0.205
7	260°41'37"	14	14	14
8	150°41'37"	21.76	21.76	21.76
9	150°41'37"	14	14	14
10	40°14'47"	28.065	28.065	28.065
11	20°17'17"	14	14	14
12	177°02'07"	28.42	28.42	28.42
13	81°02'07"	20	20	20



MARK	BEARING	N.O. & CO. ORIENTED	CLASS	ORDER	METHOD
200	...	...	...	...	...
201	...	...	...	...	...
202	...	...	...	...	...
203	...	...	...	...	...
204	...	...	...	...	...
205	...	...	...	...	...
206	...	...	...	...	...
207	...	...	...	...	...
208	...	...	...	...	...
209	...	...	...	...	...
210	...	...	...	...	...
211	...	...	...	...	...
212	...	...	...	...	...
213	...	...	...	...	...
214	...	...	...	...	...
215	...	...	...	...	...
216	...	...	...	...	...
217	...	...	...	...	...
218	...	...	...	...	...
219	...	...	...	...	...
220	...	...	...	...	...



Surveyor: Ian Mearns, M.A.S.  
 Date of Survey: 18th January, 2011  
 Surveyor's Reference: 15711AC

PLAN OF SUBDIVISION OF  
 LOT 100 IN D.P. 1153497

LOK BENRITH  
 Localities: GAMBORG PARK  
 Subdivision No.: 80/000/11

14.9.2011  
 D.P. 1153497

THIS PLAN IS RESTRICTED BY EASEMENT  
 TO BENRITH WATER VALVE EXPT/WORKING  
 AND IS SUBJECT TO THE EASEMENT  
 VARIOUSLY WITHHOLD (1087170)  
 K & W BENRITH BY EASEMENT FOR SUPPORT  
 OF WALKWAY (1090116)  
 THIS PLAN IS RESTRICTED TO  
 DRINK WATER SUPPLY (D.P. 1153497)

PLAN FORM 6 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION


DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

SIGNATURES AND SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSION OF SANDSTONE AVENUE, THE ROAD WIDENING, CROSSLEY AVENUE, GLENMORE RIDGE DRIVE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.

D.P.1153497

Registered:  14.3.2011  
 Title System: TORRENS  
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 100 IN D.P.1153496

L G A: PENRITH  
 Suburb: GLENMORE PARK  
 Parish: MULGOA  
 County: CUMBERLAND


Survey Certificate

Surveying & Spatial Information Regulation, 2006

I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47815293 Fax.47312021 email: myers@vmsurvey.com.au a land surveyor registered under the Surveying & Spatial Information Act, 2002 certify that the survey represented in this plan is accurate, and has been made in accordance with the Surveying & Spatial Information Regulation, 2006 and was completed on 18<sup>th</sup> January, 2011.

The survey relates to Lots 200 to 237

(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

(Signature)  Dated: 18<sup>th</sup> January, 2011.

Land Surveyor registered under the Surveying & Spatial Information Act, 2002

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I, .....in approving this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Signature .....  
 Date: .....  
 File No: .....  
 Office: .....

Subdivision Certificate SC111005

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision set out herein

(Insert 'subdivision' or 'new road')

  
 Authorised Person/General Manager/Accredited Officer

Consent Authority Penrith City Council  
 Date of endorsement 22/02/11  
 Accreditation No. ....  
 Subdivision Certificate No. 009/11  
 File No. DA09/202

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar General.

\*Delete whichever is inapplicable.

Orientation: PM108805 TO TS10879 Type: Urban

Plans used in preparation of survey.

DP1109846 DP1067082  
 DP1043708 DP876745  
 DP1089978 DP541090  
 DP1040625 DP222144  
 DP1050003 DP1158921  
 DP1043708 DP1153496  
 DP1036719  
 DP1060475  
 DP1067403

(If insufficient space see Plan Form 6A enclosure sheet)

SURVEYOR'S REFERENCE:15771-2C

\*OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

PLAN OF SUBDIVISION OF  
LOT 100 IN D.P.1153496

DP1153497

Registered:  14.3.2011

Subdivision Certificate No.: 009/11


Date of Endorsement: 22/02/11

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964 AS  
AMENDED IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 2 WIDE (E1)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E2)
3. RESTRICTIONS ON THE USE OF LAND (R1)
4. RESTRICTIONS ON THE USE OF LAND (R2)
5. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E3)
6. RESTRICTIONS ON THE USE OF LAND (R3)
7. RESTRICTIONS ON THE USE OF LAND (R4)
8. EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E4)
9. RESTRICTIONS ON THE USE OF LAND (R5)

Executed for and on behalf of Lonsworth  
Glenmore Park Ltd ACN 007 533 888  
by its duly authorised attorney under  
Power of Attorney registered in  
Book 4586 No. 486 who declares that he has no  
notification of revocation of the said Power of  
Attorney in the presence of:

  
Robert Dennis Carr

  
Signature of Witness  
Andrew Boyd.  
Name of Witness  
133 Castlereagh Street, Sydney  
Address of Witness

\*OFFICE USE ONLY

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

Plan: **DP1153497**

Plan of Subdivision of Lot 100 DP1153496 covered by Subdivision Certificate No. C0009/11

Full name and address of the owner of the land:

Lensworth Glenmore Park Ltd  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

22/02/11

(Sheet 1 of 11 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 wide (E1)	235 202 215  232  233  234  236 237 221 220 230	236, 237 & Area "A" within 200 208 232-237 incl & Area "A" within 200 233-237 incl & Area "A" within 200 234-237 incl & Area "A" within 200 235-237 incl & Area "A" within 200 237 & Area "A" Area "A" 222 221 & 222 220-222 incl
2	Easement for Padmount Substation 2.75 wide (E2)	207 & 214	Integral Energy Australia
3	Restriction on the use of land (R1)	200, 206, 207 & 214	Integral Energy Australia
4	Restriction on the use of land (R2)	200, 206, 207 & 214	Integral Energy Australia
5	Easement for Access & Maintenance 0.9 wide (E3)	207	Area "B" within 200

Authorised Person  
 Perth City Council

Plan: **DP1153497**

Plan of Subdivision of Lot 100 DP1153496  
 covered by Subdivision Certificate No. **CC009/11**

Full name and address  
 of the owner of the land:

**Lensworth Glenmore Park Ltd**  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

22/02/11

(Sheet 2 of 11 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
6	Restrictions on the use of land (R3)	Each lot except 200	Every other lot except 200
7	Restrictions on the use of land (R4)	201-237 incl	Penrith City Council
8	Easement for Retaining Wall Support 0.5 wide (E4)	206 215 217 218 235	207 & Area "B" within 200 232 & 233 232 232 236
9	Restrictions on the use of land (R5)	Each lot except 200	Every other lot except 200

**Part 2 (Terms)**

1. Terms of Easement for Padmount Substation 2.75 wide (E2) secondly referred to in the abovementioned plan

An Easement for Padmount Substation in the Terms as set out in Memorandum N<sup>o</sup> 9262886 lodged with the Department of Lands (Land and Property Information NSW) on behalf of Integral Energy Australia.



.....  
 Authorised Person  
 Penrith City Council

Plan: DP1153497

Plan of Subdivision of Lot 100 DP1153496  
covered by Subdivision Certificate No. C0009/11

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

22/02/11

(Sheet 3 of 11 Sheets)

Part 2 (Terms)

2. Terms of Restriction on the Use of Land (R1) thirdly referred to in the abovementioned plan
- 2.1 No building shall be erected or permitted to remain within the restriction site unless:
- 2.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120/ fire rating and
- 2.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating
- and the owner provides the authority benefited with an engineer's certificate to this effect.
- 2.2 The fire ratings mentioned in clause 2.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 2.3 Definitions:
- 2.3.1 "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.
- 2.3.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
- 2.3.3 "erect" includes construct, install, build and maintain
- 2.3.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

Plan: **DP1153497**

Plan of Subdivision of Lot 100 DP1153496  
covered by Subdivision Certificate No. *CC009/11*

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

*22/02/11*

(Sheet 4 of 11 Sheets)

**Part 2 (Terms)**

**3. Terms of Restriction on the Use of Land (R2) fourthly referred to in the abovementioned plan**

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

**3.1 Definitions:**


3.1.1 "erect" includes construct, install, build and maintain

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

**4. Terms of Easement for Access & Maintenance 0.9 wide (E3) fifthly referred to in the abovementioned plan**

**4.1 The owner of the lot benefited may:**

- (a) use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance of any structure and/or landscaping on the lot burdened ;
- (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
- (c) do anything reasonably necessary for those purposes, including:
  - entering the lot burdened;
  - taking anything on to the lot burdened; and
  - carrying out works within the site of this easement.

  
.....  
Authorised Person  
Penrith City Council

Plan: **DP1153497**

Plan of Subdivision of Lot 100 DP1153496  
covered by Subdivision Certificate No. *CC009/11*

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd *22/02/11*  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 5 of 11 Sheets)

**Part 2 (Terms)**

- 4.2 In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
  - (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
  - (d) restore the lot burdened as nearly as practicable to its former condition; and
  - (e) make good any collateral damage.
- 4.3 The owner of the lot burdened must not allow any building or other structure to be erected or placed on the easement site except an eave or gutter of the main building on the lot burdened or any permanent underground services to the main building or any dividing fence.
5. Terms of Restriction on the Use of Land (R3) sixthly referred to in the abovementioned plan
- 5.1 In this Instrument, unless the contrary intention appears:
- Stockland means Lensworth Glenmore Park Ltd
- 5.2 An air conditioning plant and equipment is not to be installed or permitted to remain on any building erected on the lot burdened unless it is either:
- not visible from any public road and place; or
  - screened from any public road and place in a manner approved by Stockland.

Plan: DP1153497

Plan of Subdivision of Lot 100 DP1153496  
covered by Subdivision Certificate No. CC009/11

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

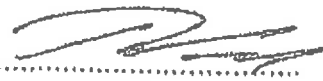
22/02/11

(Sheet 6 of 11 Sheets)

Part 2 (Terms)



- 5.3 Television and radio masts, satellite dishes ~~and antennas~~ are not to be erected or permitted to remain on the lot burdened unless they are erected at or near the rear of the main building erected on the lot burdened and are not visible from any public road and
- 5.4  
5.3 Any carport, covered patio, covered porch and covered verandah are not to be erected or permitted to remain on the lot burdened unless the materials used to support them are comprised of timber, brick or masonry and are in harmony with the materials in the main building erected on the lot burdened.
- 5.5  
5.4 No additional fencing is to be erected on the lot burdened unless:
- 5.5.1 an application has been submitted and approved in writing by Stockland, and approval by Stockland must be obtained before an application is made to any relevant authority; and
- 5.5.2 it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
- 5.6  
5.5 No building, apart from the main building erected on the lot burdened, is to be erected or permitted to remain on the lot burdened, unless:
- 5.6.1  
5.5.1 it is not visible from any public road and place; or
- 5.6.2  
5.5.2 it is of a design which compliments the main building erected on the lot burdened and is constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
- 5.6.3  
5.5.3 it is a garden shed which is visible from the public road and place where;
- (a) all care has been taken to ensure that it is as least obvious as possible; and
- (b) it is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.



Authorised Person  
Penrith City Council

Plan: **DP1153497**

Plan of Subdivision of Lot 100 DP1153496  
covered by Subdivision Certificate No. CC009/11

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

22/02/11

(Sheet 7 of 11 Sheets)

**Part 2 (Terms)**

6. **Terms of Restriction on the Use of Land (R4) seventhly referred to in the abovementioned plan**

The registered proprietor of the burdened lot must not erect or allow to be erected, a building on the burdened lot unless the footings of the building are designed by a suitably qualified civil or structural engineer.

7. **Terms of Easement for Retaining Wall Support 0.5 wide (E4) eighthly referred to in the abovementioned plan**

- 7.1 The owner of the lot benefit may:

- (a) construct on the lot burdened, but only within the site of this easement, whatever retaining wall is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and
- (b) do anything reasonably necessary for that purpose, including:

- entering the lot burdened, and
- taking anything on the lot burdened, and
- carry out work.

- 7.2 The owner of the lot burdened must not:

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



Authorised Person  
Perith City Council

Plan: DP1153497

Plan of Subdivision of Lot 100 DP1153496  
covered by Subdivision Certificate No. CC009/11

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd 22/02/11  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 8 of 11 Sheets)

Part 2 (Terms)


- 7.3 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness, the owner of the lot benefited may serve no less than 14 days notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

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

- 7.4 In exercising those powers, the body having the benefit of this easement must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

~~7.5 The owner of the burdened lot must at its own cost repair and maintain the retaining wall to ensure the stability of and support provided by the retaining wall.~~

8. Terms of Restriction on the Use of Land (R5) ninthly referred to in the abovementioned plan
- 8.1 No building may be erected or commenced nor permitted to remain on any lot burdened unless:

  
.....  
Authorised Person  
Penrith City Council

Plan: DP1153497

Plan of Subdivision of Lot 100 DP1153496  
covered by Subdivision Certificate No. C1009/11

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

22/02/11

(Sheet 9 of 11 Sheets)

Part 2 (Terms)

- (a) the building to be erected, external materials, colours and finishes including roof tiles and bricks of the building and landscaping have been designed in accordance with the "Design Essentials for Glenmore Ridge" published by Stockland from time to time, and
- (b) the plans, elevations and a schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.

Stockland will not withhold its consent where plans, elevations, materials or finishes substantially conform with the "Design Essentials for Glenmore Ridge" published by Stockland from time to time.

Name of Authority empowered to release, vary or modify restriction or easement secondly, thirdly and fourthly referred to in the abovementioned plan

Integral Energy Australia.

Name of Authority empowered to release, vary or modify restrictions firstly, seventhly and eighthly referred to in the abovementioned plan

Penrith City Council.



.....  
Authorised Person  
Penrith City Council

Plan: **DP1153497**

Plan of Subdivision of Lot 100 DP1153496  
covered by Subdivision Certificate No.

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 10 of 11 Sheets)

Signed on behalf of Integral Energy Australia  
ABN 59 253 130 878 by its Attorney pursuant  
to Power of Attorney Book 4573 No 297  
in the presence of:

*R Simmonds*  
.....  
Signature of Witness

*G Riethmuller*  
.....  
Signature of Attorney  
Name: Geoffrey Riethmuller  
Position: Network Property Manager

*Ray Simmonds*  
.....  
Name of Witness

*14 December 2010*  
.....  
Date of Execution

REF: URS11167

c/- Integral Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

Plan: DP1153497

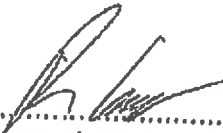
Plan of Subdivision of Lot 100 DP1153496  
covered by Subdivision Certificate No. CCO09/11

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd 22/02/11  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 11 of 11 Sheets)

Executed for and on behalf of Lensworth  
Glenmore Park Ltd ABN 59 007 533 888 by its  
duly authorised attorney under Power of Attorney  
registered in Book 4566 No. 486  
who declares that he has no notice of the revocation  
of the said Power of Attorney in the presence of:

}   
Signature of authorised Attorney  
} Robert Dennis Carr  
Name of authorised Attorney

  
Signature of Witness


ANDREW BOYD  
Name of Witness

133 CASTLEREAGH STREET  
Address of Witness

SYDNEY NSW 2000  
Address of Witness

REGISTERED  14.3.2011

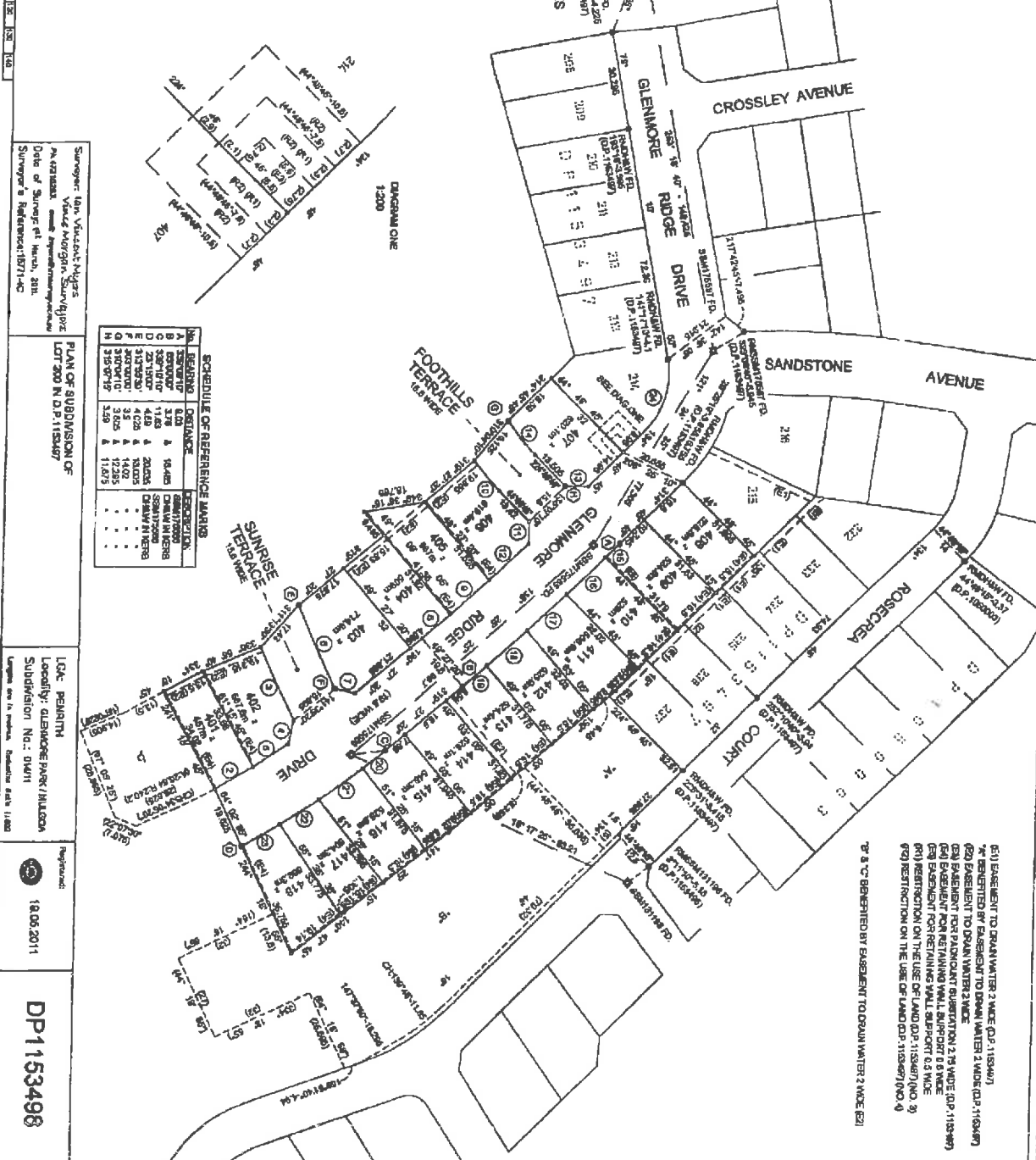
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Authorised Person  
Perth City Council



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
2	146°17'28"	13.61	14.61	240.2
3	04°39'28"	24.870	24.82	307.8
4	102°17'20"	7.24	12.78	240.2
5	146°17'28"	13.61	14.61	240.2
6	146°17'28"	13.61	14.61	240.2
7	146°17'28"	13.61	14.61	240.2
8	146°17'28"	13.61	14.61	240.2
9	146°17'28"	13.61	14.61	240.2
10	146°17'28"	13.61	14.61	240.2
11	146°17'28"	13.61	14.61	240.2
12	146°17'28"	13.61	14.61	240.2
13	146°17'28"	13.61	14.61	240.2
14	146°17'28"	13.61	14.61	240.2
15	146°17'28"	13.61	14.61	240.2
16	146°17'28"	13.61	14.61	240.2
17	146°17'28"	13.61	14.61	240.2
18	146°17'28"	13.61	14.61	240.2
19	146°17'28"	13.61	14.61	240.2
20	146°17'28"	13.61	14.61	240.2
21	146°17'28"	13.61	14.61	240.2
22	146°17'28"	13.61	14.61	240.2
23	146°17'28"	13.61	14.61	240.2
24	146°17'28"	13.61	14.61	240.2



**SCHEDULE OF REFERENCE MARKS**

No.	BEARING	DISTANCE	DESCRIPTION
1	S 89° 10' 00" W	11.62	CHALK MARK
2	S 89° 10' 00" W	11.62	CHALK MARK
3	S 89° 10' 00" W	11.62	CHALK MARK
4	S 89° 10' 00" W	11.62	CHALK MARK
5	S 89° 10' 00" W	11.62	CHALK MARK
6	S 89° 10' 00" W	11.62	CHALK MARK
7	S 89° 10' 00" W	11.62	CHALK MARK
8	S 89° 10' 00" W	11.62	CHALK MARK
9	S 89° 10' 00" W	11.62	CHALK MARK
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22	S 89° 10' 00" W	11.62	CHALK MARK
23	S 89° 10' 00" W	11.62	CHALK MARK
24	S 89° 10' 00" W	11.62	CHALK MARK

Surveyor: Ian Vincent Wiggins  
 Valued: 14/07/2011  
 Date of Survey: 1st March, 2011  
 Surveyor's Reference: 11871-42

PLAN OF SUBDIVISION OF  
 LOT 200 N.D.P. 1153498

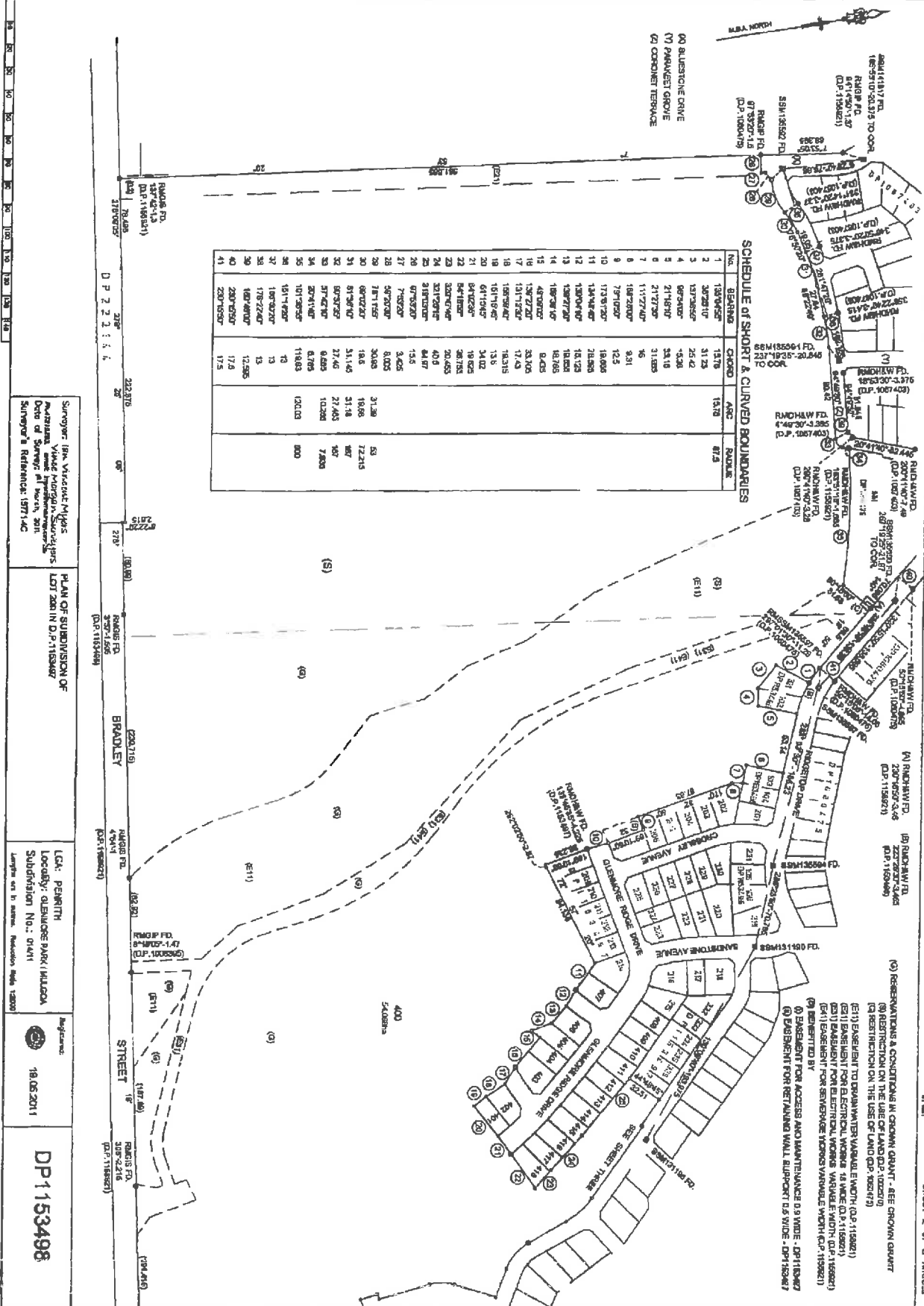
LGA: PENRITH  
 Locality: GLENMORE PARK/MILLSON  
 Subdivision No.: 10411

18.06.2011

DP1153498

- (E1) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E2) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E3) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E4) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
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- (E69) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E70) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E71) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E72) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E73) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E74) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E75) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E76) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E77) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E78) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E79) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E80) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E81) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E82) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E83) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E84) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
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- (E88) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E89) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E90) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E91) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E92) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E93) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E94) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E95) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E96) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E97) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E98) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E99) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)
- (E100) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1153498)

PLAN FORM 2 (A2)



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

NO.	BEARING	CHORD	ARC	NOTE
1	S89°45'21" W	13.78	15.32	
2	S28°28'11" W	31.73	25.42	
3	S19°28'52" W	25.42	45.38	
4	S8°29'43" W	21.18	33.18	
5	S21°18'07" W	21.27	31.58	
6	S11°27'40" W	16	19	
7	S18°27'00" W	9.31	12.5	
8	S79°10'00" W	12.5	18.68	
9	S17°31'20" W	18.68	21.88	
10	S18°46'40" W	12.58	18.88	
11	S18°04'40" W	12.72	18.88	
12	S18°04'40" W	12.72	18.88	
13	S18°04'40" W	12.72	18.88	
14	S18°04'40" W	12.72	18.88	
15	S18°04'40" W	12.72	18.88	
16	S18°04'40" W	12.72	18.88	
17	S18°04'40" W	12.72	18.88	
18	S18°04'40" W	12.72	18.88	
19	S18°04'40" W	12.72	18.88	
20	S18°04'40" W	12.72	18.88	
21	S18°04'40" W	12.72	18.88	
22	S18°04'40" W	12.72	18.88	
23	S18°04'40" W	12.72	18.88	
24	S18°04'40" W	12.72	18.88	
25	S18°04'40" W	12.72	18.88	
26	S18°04'40" W	12.72	18.88	
27	S18°04'40" W	12.72	18.88	
28	S18°04'40" W	12.72	18.88	
29	S18°04'40" W	12.72	18.88	
30	S18°04'40" W	12.72	18.88	
31	S18°04'40" W	12.72	18.88	
32	S18°04'40" W	12.72	18.88	
33	S18°04'40" W	12.72	18.88	
34	S18°04'40" W	12.72	18.88	
35	S18°04'40" W	12.72	18.88	
36	S18°04'40" W	12.72	18.88	
37	S18°04'40" W	12.72	18.88	
38	S18°04'40" W	12.72	18.88	
39	S18°04'40" W	12.72	18.88	
40	S18°04'40" W	12.72	18.88	
41	S18°04'40" W	12.72	18.88	

Surveyor: Ian Virell  
 License No: 157140  
 Date of Survey: 18/05/2011  
 Surveyor's Reference: 157140

PLAN OF SUBDIVISION OF  
 LOT 200 IN D.P. 153498

LOCALITY: GLENMORE PARK / HILSDON  
 Subdivision No.: 01411

18/05/2011

DP153498

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 3 sheets

- (a) RESERVATIONS & CONDITIONS IN GROWN GRANT - SEE GROWN GRANT
- (b) RESTRICTION ON THE USE OF LAND (D.P. 102821)
- (c) RESTRICTION ON THE USE OF LAND (D.P. 102821)
- (d) EASEMENT TO DRAIN WATER VARIABLE WIDTH (D.P. 115921)
- (e) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (f) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (g) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (h) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (i) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (j) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (k) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (l) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (m) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (n) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (o) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (p) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (q) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (r) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (s) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (t) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (u) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (v) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (w) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (x) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (y) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)
- (z) EASEMENT FOR ELECTRICAL WORKS VARIABLE WIDTH (D.P. 115921)

PLAN FORM 2 (A2)

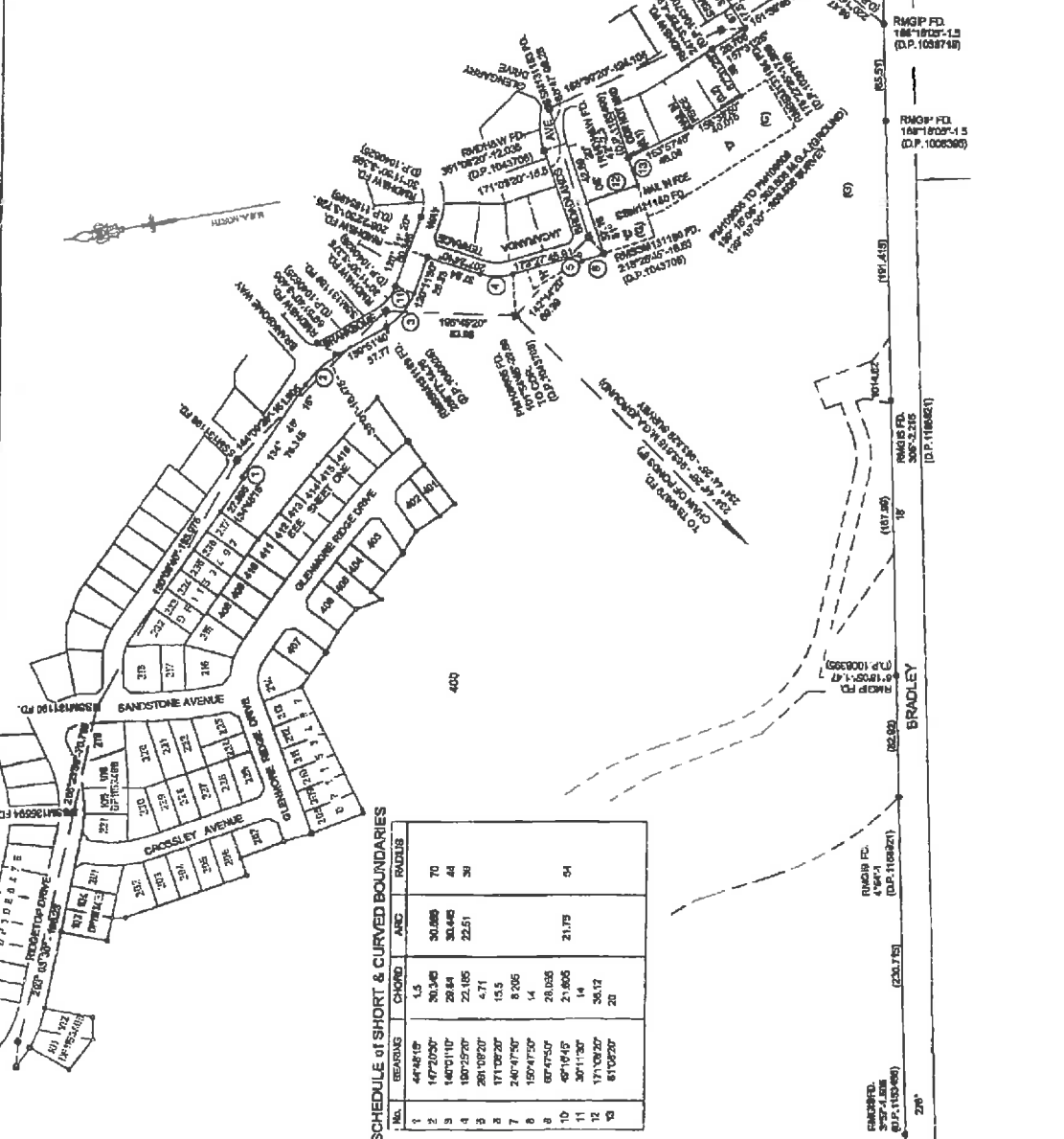
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 3 sheets

MARK	SUBSTANT	NORTHING	EASTING	CHORD	ANGLE	REMARKS
1	181	8 207 208.250	56	1	1	1
2	182	8 207 211.750	56	1	1	1
3	183	8 207 215.250	56	1	1	1
4	184	8 207 218.750	56	1	1	1
5	185	8 207 222.250	56	1	1	1
6	186	8 207 225.750	56	1	1	1
7	187	8 207 229.250	56	1	1	1
8	188	8 207 232.750	56	1	1	1
9	189	8 207 236.250	56	1	1	1
10	190	8 207 239.750	56	1	1	1
11	191	8 207 243.250	56	1	1	1
12	192	8 207 246.750	56	1	1	1
13	193	8 207 250.250	56	1	1	1
14	194	8 207 253.750	56	1	1	1
15	195	8 207 257.250	56	1	1	1
16	196	8 207 260.750	56	1	1	1
17	197	8 207 264.250	56	1	1	1
18	198	8 207 267.750	56	1	1	1
19	199	8 207 271.250	56	1	1	1
20	200	8 207 274.750	56	1	1	1
21	201	8 207 278.250	56	1	1	1
22	202	8 207 281.750	56	1	1	1
23	203	8 207 285.250	56	1	1	1
24	204	8 207 288.750	56	1	1	1
25	205	8 207 292.250	56	1	1	1
26	206	8 207 295.750	56	1	1	1
27	207	8 207 299.250	56	1	1	1
28	208	8 207 302.750	56	1	1	1
29	209	8 207 306.250	56	1	1	1
30	210	8 207 309.750	56	1	1	1
31	211	8 207 313.250	56	1	1	1
32	212	8 207 316.750	56	1	1	1
33	213	8 207 320.250	56	1	1	1
34	214	8 207 323.750	56	1	1	1
35	215	8 207 327.250	56	1	1	1
36	216	8 207 330.750	56	1	1	1
37	217	8 207 334.250	56	1	1	1
38	218	8 207 337.750	56	1	1	1
39	219	8 207 341.250	56	1	1	1
40	220	8 207 344.750	56	1	1	1
41	221	8 207 348.250	56	1	1	1
42	222	8 207 351.750	56	1	1	1
43	223	8 207 355.250	56	1	1	1
44	224	8 207 358.750	56	1	1	1
45	225	8 207 362.250	56	1	1	1
46	226	8 207 365.750	56	1	1	1
47	227	8 207 369.250	56	1	1	1
48	228	8 207 372.750	56	1	1	1
49	229	8 207 376.250	56	1	1	1
50	230	8 207 379.750	56	1	1	1
51	231	8 207 383.250	56	1	1	1
52	232	8 207 386.750	56	1	1	1
53	233	8 207 390.250	56	1	1	1
54	234	8 207 393.750	56	1	1	1
55	235	8 207 397.250	56	1	1	1
56	236	8 207 400.750	56	1	1	1
57	237	8 207 404.250	56	1	1	1
58	238	8 207 407.750	56	1	1	1
59	239	8 207 411.250	56	1	1	1
60	240	8 207 414.750	56	1	1	1
61	241	8 207 418.250	56	1	1	1
62	242	8 207 421.750	56	1	1	1
63	243	8 207 425.250	56	1	1	1
64	244	8 207 428.750	56	1	1	1
65	245	8 207 432.250	56	1	1	1
66	246	8 207 435.750	56	1	1	1
67	247	8 207 439.250	56	1	1	1
68	248	8 207 442.750	56	1	1	1
69	249	8 207 446.250	56	1	1	1
70	250	8 207 449.750	56	1	1	1
71	251	8 207 453.250	56	1	1	1
72	252	8 207 456.750	56	1	1	1
73	253	8 207 460.250	56	1	1	1
74	254	8 207 463.750	56	1	1	1
75	255	8 207 467.250	56	1	1	1
76	256	8 207 470.750	56	1	1	1
77	257	8 207 474.250	56	1	1	1
78	258	8 207 477.750	56	1	1	1
79	259	8 207 481.250	56	1	1	1
80	260	8 207 484.750	56	1	1	1
81	261	8 207 488.250	56	1	1	1
82	262	8 207 491.750	56	1	1	1
83	263	8 207 495.250	56	1	1	1
84	264	8 207 498.750	56	1	1	1
85	265	8 207 502.250	56	1	1	1
86	266	8 207 505.750	56	1	1	1
87	267	8 207 509.250	56	1	1	1
88	268	8 207 512.750	56	1	1	1
89	269	8 207 516.250	56	1	1	1
90	270	8 207 519.750	56	1	1	1
91	271	8 207 523.250	56	1	1	1
92	272	8 207 526.750	56	1	1	1
93	273	8 207 530.250	56	1	1	1
94	274	8 207 533.750	56	1	1	1
95	275	8 207 537.250	56	1	1	1
96	276	8 207 540.750	56	1	1	1
97	277	8 207 544.250	56	1	1	1
98	278	8 207 547.750	56	1	1	1
99	279	8 207 551.250	56	1	1	1
100	280	8 207 554.750	56	1	1	1

COMBINED SEA LEVEL AND SCALE FACTOR 1.00164  
SOURCE: M.G.A. CO-ORDINATES ADOPTED FOR ESTABLISHED MARKS FROM SURVEY IN JANUARY, 2011.

"K" IS IDENTIFIED BY EMBLEMMENT  
"L" IS IDENTIFIED BY EMBLEMMENT  
"M" IS IDENTIFIED BY EMBLEMMENT  
"N" IS IDENTIFIED BY EMBLEMMENT  
"O" IS IDENTIFIED BY EMBLEMMENT  
"P" IS IDENTIFIED BY EMBLEMMENT  
"Q" IS IDENTIFIED BY EMBLEMMENT  
"R" IS IDENTIFIED BY EMBLEMMENT  
"S" IS IDENTIFIED BY EMBLEMMENT  
"T" IS IDENTIFIED BY EMBLEMMENT  
"U" IS IDENTIFIED BY EMBLEMMENT  
"V" IS IDENTIFIED BY EMBLEMMENT  
"W" IS IDENTIFIED BY EMBLEMMENT  
"X" IS IDENTIFIED BY EMBLEMMENT  
"Y" IS IDENTIFIED BY EMBLEMMENT  
"Z" IS IDENTIFIED BY EMBLEMMENT



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

NO.	BEARING	CHORD	ARC	RADIUS
1	44°45'19"	1.5	30.889	70
2	147°20'09"	30.348	30.442	44
3	146°01'10"	29.844	22.51	39
4	180°12'20"	22.185	4.71	15.5
5	281°02'20"	15.5	8.205	14
6	171°02'20"	15.5	8.205	14
7	240°47'50"	14	20.188	51
8	150°47'50"	14	20.188	51
9	67°47'50"	20.188	21.75	51
10	49°10'45"	21.905	14	14
11	30°11'30"	35.17	20	20
12	171°02'20"	35.17	20	20
13	61°02'20"	20	20	20

PLAN OF SUBDIVISION OF LOT 200 IN D.P. 1153498

Surveyor: IRL Vincent Myers, Licensed Professional Surveyor, No. 1000395, Date of Survey: 14 March 2011, Surveyor's Reference: 1877-14C

LCA: PENRITH LOCALITY: GLENMORE PARK / MULLOCHA Subdivision No.: 01911 Length and ft. marks. Resection table 12302

19.05.2011

DP1153498

RESERVATIONS & CONDITIONS IN CROWN GRANT - SEE CROWN GRANT

DP1153498

PLAN FORM 6 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

SIGNATURES AND SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSION OF GLENMORE RIDGE DRIVE, FOOTHILLS TERRACE, SUNRISE TERRACE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.

DP1153498

Registered:  19.05.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 200 IN D.P.1153497

L G A: PENRITH  
 LOCALITY: GLENMORE PARK / MULGOA  
 Suburb:  
 Parish: MULGOA  
 County: CUMBERLAND

Survey Certificate

Surveying & Spatial Information Regulation, 2006

I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215203, Fax.47312221 email: i.myers@vmsurvey.com.au a land surveyor registered under the Surveying & Spatial Information Act, 2002 certify that the survey represented in this plan is accurate, and has been made in accordance with the Surveying & Spatial Information Regulation, 2006 and was completed on 1<sup>st</sup> March, 2011.

the survey relates to Lots 100 to 418 (here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

(Signature)  Dated: 1<sup>st</sup> March, 2011.  
 Land Surveyor registered under the Surveying & Spatial Information Act, 2002

(CONTINUE IN SHEET 2)

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I, .....in approving this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Signature .....  
 Date:.....  
 File No: .....  
 Office:.....

Subdivision Certificate SC 11/0012

I certify that the provisions of s. 105J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision set out herein

(insert 'subdivision' or 'new road')

  
 \*Authorised Person/General Manager/Authorised Officer

Consent Authority PENRITH CITY COUNCIL  
 Date of endorsement 6/4/11  
 Accreditation No. ....  
 Subdivision Certificate No. 214/11  
 File No. DA09/1203

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar General.

\*Delete whichever is inapplicable.

Orientation: FM108608 TD T510879 Type: Urban

Plans used in preparation of survey.

DP1109846	DP1067082
DP1043708	DP876745
DP1088978	DP541090
DP1040625	DP222144
DP1050003	DP1158921
DP1043708	DP1153496
DP1036719	DP1153497
DP1060475	
DP1067403	

(If insufficient space use Plan Form 6A enclose sheet)

SURVEYOR'S REFERENCE: 15771-4C

\*OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet) **WARNING: UNWRAPPING OR FOLDING WILL LEAD TO REJECTION** ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

PLAN OF SUBDIVISION OF  
LOT 200 IN D.P.1153497

DP1153498

Registered:  19.05.2011

Subdivision Certificate No.: 014/11


Date of Endorsement: 6/4/11

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964 AS  
AMENDED IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 2 WIDE (E1)
2. RESTRICTIONS ON THE USE OF LAND (R3)
3. RESTRICTIONS ON THE USE OF LAND (R4)
4. EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E4)
5. RESTRICTIONS ON THE USE OF LAND (R5)
6. EASEMENT FOR RETAINING WALL SUPPORT 0.5 WIDE (E5)

Executed for and on behalf of Lensworth  
Glenmore Park Ltd ACN 007 533 888  
by its duly authorised attorney under  
Power of Attorney registered in  
Book 4568 No. 486 who declares that he has no  
notification of revocation of the said Power of  
Attorney in the presence of:

  
Robert Dennis Carr

  
Signature of Witness  
Andrew Boyd  
Name of Witness  
133 Castlereagh Street, Sydney  
Address of Witness

SURVEYOR'S REFERENCE: 15771-4C

\*OFFICE USE ONLY

ePlan

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

Plan: **DP1153498**

Plan of Subdivision of Lot 200 DP1153497 covered by Subdivision Certificate No. **CC014/11 6(4)11**

Full name and address of the owner of the land:

**Lensworth Glenmore Park Ltd**  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

(Sheet 1 of 6 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 wide (E2)	401 402 404 405 406 413	Area "C" within 400 401 & Area "C" within 400 403 403 & 404 403, 404 & 405 Area "B" within 400
2	Restrictions on the use of land (R3)	Each lot except 400	Every other lot except 400
3	Restrictions on the use of land (R4)	401-418 incl	Penrith City Council
4	Easement for Retaining Wall Support 0.5 wide (E4)	401 402 405 406 408 409 410 411 412-418 incl	400 401 404 405 234 & 235/1153497 235 & 236/1153497 236 & 237/1153497 400 & 237/1153497 400
5	Restrictions on the use of land (R5)	Each lot except 400	Every other lot except 400
6	Easement for Retaining Wall Support 0.5 wide (E5)	409	410



Authorised Person  
 Penrith City Council

ePlan

Plan: **DP1153498**

Plan of Subdivision of Lot 400 DP1153498  
covered by Subdivision Certificate No. **CC014/11**  
**6/4/11**

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 2 of 6 Sheets)

### Part 2 (Terms)

1. **Terms of Restriction on the Use of Land (R3) secondly referred to in the abovementioned plan**
  - 1.1 In this Instrument, unless the contrary intention appears:

Stockland means Lensworth Glenmore Park Ltd
  - 1.2 An air conditioning plant and equipment is not to be installed or permitted to remain on any building erected on the lot burdened unless it is either:
    - not visible from any public road and place; or
    - screened from any public road and place in a manner approved by Stockland.
    - Television and radio masts and satellite dishes are not to be erected or permitted to remain on the lot burdened unless they are erected at or near the rear of the main building erected on the lot burdened and are not visible from any public road and place.
  - 1.3 Any carport, covered patio, covered porch and covered veranda are not to be erected or permitted to remain on the lot burdened unless the materials used to support them are comprised of timber, brick or masonry and are in harmony with the materials in the main building erected on the lot burdened.
  - 1.4 No additional fencing is to be erected on the lot burdened unless:
    - 1.4.1 an application has been submitted and approved in writing by Stockland, and approval by Stockland must be obtained before an application is made to any relevant authority; and
    - 1.4.2 it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.



.....  
Authorised Person  
Penrith City Council

ePlan

Plan: **DP1153498**

Plan of Subdivision of Lot 400 DP1153498  
covered by Subdivision Certificate No. *CC014/11*  
*6/4/11*

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 3 of 6 Sheets)

**Part 2 (Terms)**

- 1.5 No building, apart from the main building erected on the lot burdened, is to be erected or permitted to remain on the lot burdened unless:
- 1.5.1 it is not visible from any public road and place; or
  - 1.5.2 it is of a design which compliments the main building erected on the lot burdened and is constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
  - 1.5.3 it is a garden shed which is visible from the public road and place where;
    - (a) all care has been taken to ensure that it is as least obvious as possible; and
    - (b) it is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.
2. **Terms of Restriction on the Use of Land (R4) thirdly referred to in the abovementioned plan**
- The registered proprietor of the burdened lot must not erect or allow to be erected, a building on the burdened lot unless the footings of the building are designed by a suitably qualified civil or structural engineer.
3. **Terms of Easement for Retaining Wall Support 0.5 wide (E4) fourthly and (E5) sixthly referred to in the abovementioned plan**
- 3.1 The owner of the lot benefit may:
- (a) construct on the lot burdened, but only within the site of this easement, whatever retaining wall is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and



.....  
Authorised Person  
Penrith City Council

Plan: **DP1153498**

ePlan

Plan of Subdivision of Lot 400 DP1153498  
covered by Subdivision Certificate No. **CC014/11**  
**6/4/11**

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 4 of 6 Sheets)

Part 2 (Terms)

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

- entering the lot burdened, and
- taking anything on the lot burdened, and
- carry out work.

3.2 The owner of the lot burdened must not:

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

3.3 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness, the owner of the lot benefited may serve no less than 14 days notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

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

3.4 In exercising those powers, the body having the benefit of this easement must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.



.....  
Authorised Person  
Penrith City Council

Plan: **DP1153498**

ePlan

Plan of Subdivision of Lot 400 DP1153498  
covered by Subdivision Certificate No. *CC014/11*  
*6/4/11*

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 5 of 6 Sheets)

**Part 2 (Terms)**

4. **Terms of Restriction on the Use of Land (R5) fifthly referred to in the abovementioned plan**
- 4.1 No building may be erected or commenced nor permitted to remain on any lot burdened unless:
- (a) the building to be erected, external materials, colours and finishes including roof tiles and bricks of the building and landscaping have been designed in accordance with the "Design Essentials for Glenmore Ridge" published by Stockland from time to time, and
  - (b) the plans, elevations and a schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.

Stockland will not withhold its consent where plans, elevations, materials or finishes substantially conform with the "Design Essentials for Glenmore Ridge" published by Stockland from time to time.



.....  
Authorised Person  
Penrith City Council

Plan: **DP1153498**

ePlan  
Plan of Subdivision of Lot 400 DP1153498  
covered by Subdivision Certificate No. *CC014/11*  
*614/11*

Full name and address  
of the owner of the land:

Lensworth Glenmore Park Ltd  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 6 of 6 Sheets)

Executed for and on behalf of **Lensworth  
Glenmore Park Ltd** ABN 59 007 533 888 by its  
duly authorised attorney under Power of Attorney  
registered in Book 4566 No.486  
who declares that he has no notice of the revocation  
of the said Power of Attorney in the presence of:

) *[Signature]*  
Signature of authorised Attorney  
) *Robert Dennis Carr*  
Name of authorised Attorney

*[Signature]*  
Signature of Witness

*ANDREW BOYD*  
Name of Witness  
133 Castlereagh Street  
Sydney NSW 2001  
Address of Witness



*[Signature]*  
Authorised Person  
Penrith City Council



10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor: Ian Vincent Mays  
 Registered: 1998  
 Date of Survey: 14 March 2011  
 Surveyor's Reference: 10714/C

PLAN OF SUBDIVISION OF  
 LOT 400 IN DP 1153499

LGA: PENRITH  
 Locality: CLAREMONT PARK/MALCOLM  
 Subdivision No.: D011

Registered:  
 24.05.2011

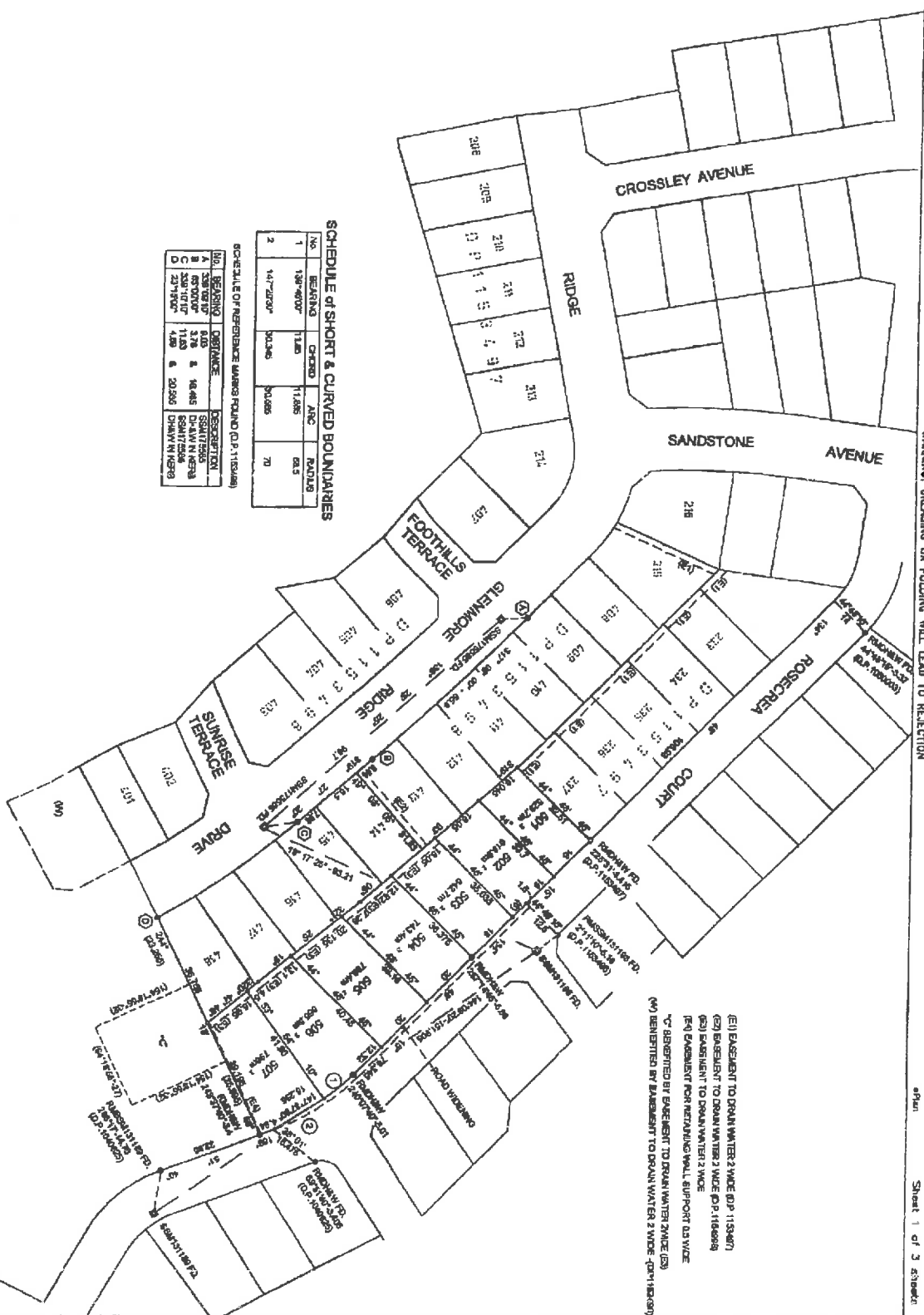
DP1153499

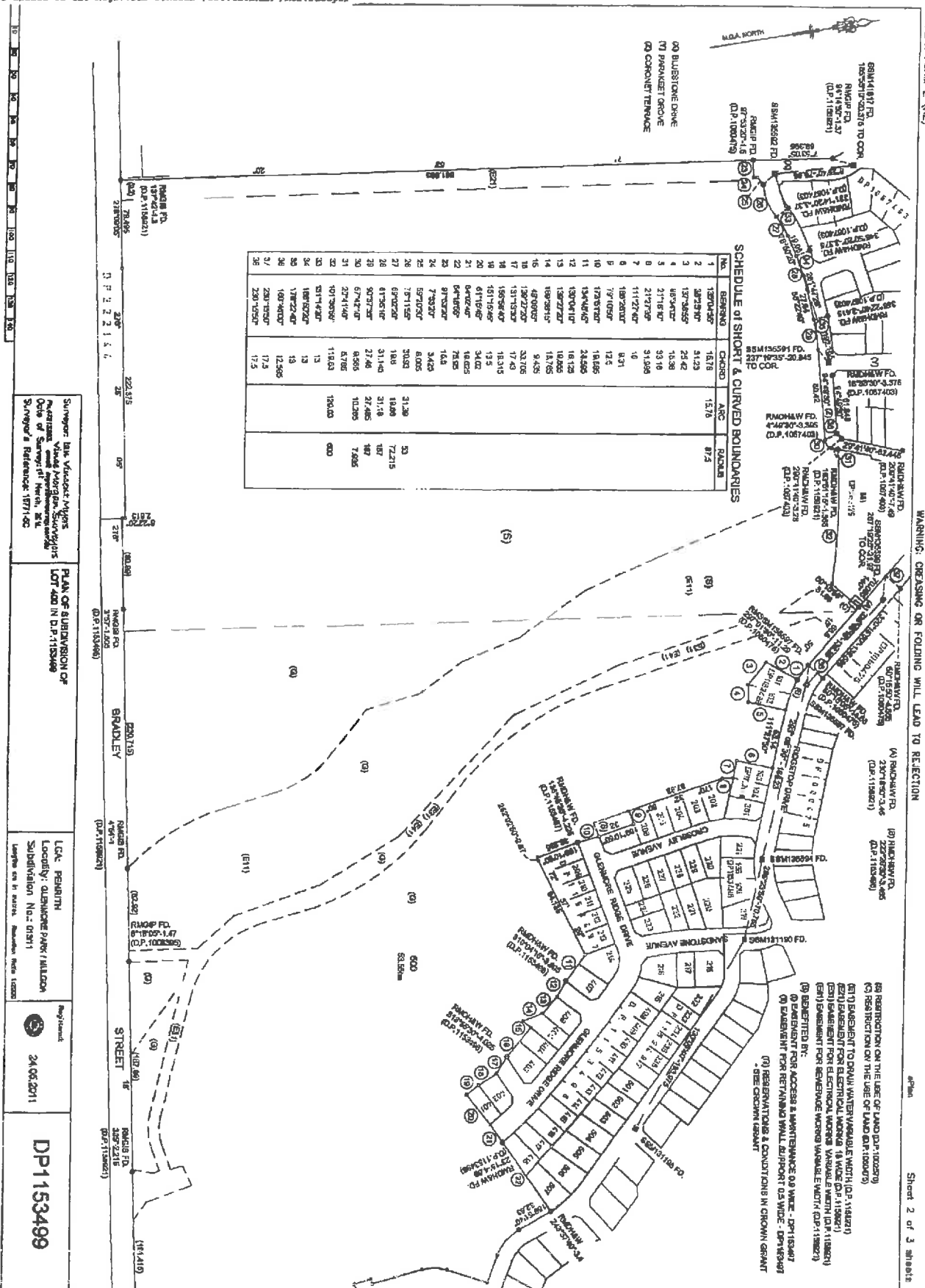
**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No	BEARING	CHORD	ARC	BOUND
1	130°40'00"	11.80	11.80	BLD
2	147°20'00"	10.65	10.65	70

**SCHEDULE OF REFERENCE MARKS FOUND (D.P. 1153499)**

NO.	BEARING	DISTANCE	DESCRIPTION
1	230°00'00"	8.10	SSM 175/55
2	090°00'00"	3.70	SSM 175/55
3	090°00'00"	11.80	SSM 175/55
4	230°00'00"	14.80	SSM 175/55
5	230°00'00"	14.80	SSM 175/55
6	230°00'00"	14.80	SSM 175/55
7	230°00'00"	14.80	SSM 175/55
8	230°00'00"	14.80	SSM 175/55
9	230°00'00"	14.80	SSM 175/55
10	230°00'00"	14.80	SSM 175/55
11	230°00'00"	14.80	SSM 175/55
12	230°00'00"	14.80	SSM 175/55
13	230°00'00"	14.80	SSM 175/55
14	230°00'00"	14.80	SSM 175/55
15	230°00'00"	14.80	SSM 175/55
16	230°00'00"	14.80	SSM 175/55
17	230°00'00"	14.80	SSM 175/55
18	230°00'00"	14.80	SSM 175/55
19	230°00'00"	14.80	SSM 175/55
20	230°00'00"	14.80	SSM 175/55
21	230°00'00"	14.80	SSM 175/55
22	230°00'00"	14.80	SSM 175/55
23	230°00'00"	14.80	SSM 175/55
24	230°00'00"	14.80	SSM 175/55
25	230°00'00"	14.80	SSM 175/55
26	230°00'00"	14.80	SSM 175/55
27	230°00'00"	14.80	SSM 175/55
28	230°00'00"	14.80	SSM 175/55
29	230°00'00"	14.80	SSM 175/55
30	230°00'00"	14.80	SSM 175/55
31	230°00'00"	14.80	SSM 175/55
32	230°00'00"	14.80	SSM 175/55
33	230°00'00"	14.80	SSM 175/55
34	230°00'00"	14.80	SSM 175/55
35	230°00'00"	14.80	SSM 175/55
36	230°00'00"	14.80	SSM 175/55
37	230°00'00"	14.80	SSM 175/55
38	230°00'00"	14.80	SSM 175/55
39	230°00'00"	14.80	SSM 175/55
40	230°00'00"	14.80	SSM 175/55
41	230°00'00"	14.80	SSM 175/55
42	230°00'00"	14.80	SSM 175/55
43	230°00'00"	14.80	SSM 175/55
44	230°00'00"	14.80	SSM 175/55
45	230°00'00"	14.80	SSM 175/55
46	230°00'00"	14.80	SSM 175/55
47	230°00'00"	14.80	SSM 175/55
48	230°00'00"	14.80	SSM 175/55
49	230°00'00"	14.80	SSM 175/55
50	230°00'00"	14.80	SSM 175/55
51	230°00'00"	14.80	SSM 175/55
52	230°00'00"	14.80	SSM 175/55
53	230°00'00"	14.80	SSM 175/55
54	230°00'00"	14.80	SSM 175/55
55	230°00'00"	14.80	SSM 175/55
56	230°00'00"	14.80	SSM 175/55
57	230°00'00"	14.80	SSM 175/55
58	230°00'00"	14.80	SSM 175/55
59	230°00'00"	14.80	SSM 175/55
60	230°00'00"	14.80	SSM 175/55
61	230°00'00"	14.80	SSM 175/55
62	230°00'00"	14.80	SSM 175/55
63	230°00'00"	14.80	SSM 175/55
64	230°00'00"	14.80	SSM 175/55
65	230°00'00"	14.80	SSM 175/55
66	230°00'00"	14.80	SSM 175/55
67	230°00'00"	14.80	SSM 175/55
68	230°00'00"	14.80	SSM 175/55
69	230°00'00"	14.80	SSM 175/55
70	230°00'00"	14.80	SSM 175/55





**SCHEDULE OF SHORT & CURVED BOUNDARIES**

NO.	BEARING	CHORD	ARC	RADIUS
1	137°04'47"	15.78	15.76	87.3
2	3°21'57"	51.23		
3	137°36'55"	25.42		
4	48°34'47"	15.38		
5	211°16'07"	33.16		
6	219°27'09"	31.58		
7	111°27'07"	16		
8	189°28'07"	8.51		
9	17°10'57"	12.4		
10	172°07'07"	18.85		
11	134°42'42"	24.55		
12	130°04'17"	18.12		
13	136°27'27"	10.65		
14	189°28'14"	18.75		
15	48°30'57"	9.43		
16	136°27'27"	33.75		
17	131°53'37"	17.43		
18	159°56'40"	18.31		
19	61°15'46"	34.02		
20	61°15'46"	18.02		
21	64°46'07"	78.53		
22	64°46'07"	16.4		
23	81°32'37"	34.23		
24	7°32'37"	6.05		
25	57°10'37"	10.81		
26	7°31'55"	30.53		
27	69°02'28"	18.8		
28	61°35'18"	31.49		
29	90°37'37"	27.46		
30	67°42'47"	6.55		
31	221°14'07"	8.75		
32	101°39'09"	118.03		
33	211°42'07"	13		
34	187°52'22"	13		
35	118°22'40"	13		
36	101°46'07"	12.58		
37	238°18'07"	17.5		
38	238°18'07"	17.5		

WARNING: CHEATING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 3 sheets

Surveyor: **Mike Vincent Myers**  
 Registered Professional Surveyor  
 Code of Survey: 11, Nevada, State  
 Surveyor's Reference: 18771-DC

**PLAN OF SUBDIVISION OF LOT 400 IN D.P. 153499**

L.C.A.: **PERKINS**  
 Locality: **CLARENCE PARK / HILLTOP**  
 Subdivision No.: 03211

24.06.2011

**DP153499**



PLAN FORM 6 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

SIGNATURES AND SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.

DP1153499

Registered:  24.05.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 400 IN D.P.1153498

L G A: PENRITH  
Suburb: GLENMORE PARK / MULGOA  
Parish: MULGOA  
County: CUMBERLAND

Survey Certificate

Surveying & Spatial Information Regulation, 2006

I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD.

Ph.47215293. Fax.47312821 email: imyers@vmsurvey.com.au  
a land surveyor registered under the Surveying & Spatial Information Act, 2002 certify that the survey represented in this plan is accurate, and has been made in accordance with the Surveying & Spatial Information Regulation, 2006 and was completed on 1<sup>st</sup> March, 2011.

the survey relates to Lots 500 to 507

(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

(Signature)  Dated: 1<sup>st</sup> March, 2011.

Land Surveyor registered under the Surveying & Spatial Information Act, 2002

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature .....

Date:.....

File No: .....

Office:.....

Subdivision Certificate SC11/0013

I certify that the provisions of s. 106J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed ..... SUBDIVISION ..... set out hereon

(insert 'subdivision' or 'new road')

  
\*Authorised Person/General Manager/Accredited-Certifier

Consent Authority PENRITH CITY COUNCIL

Date of endorsement 5/4/11

Accreditation No. ....

Subdivision Certificate No. 013/11

File No. DA09/1203

When this plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar General.

\*Delete whichever is inapplicable.

Orientation: PM108805 TD TS10879 Type: Urban

Plans used in preparation of survey.

- |           |           |
|-----------|-----------|
| DP1109846 | DP1067082 |
| DP1043708 | DP876745  |
| DP1089978 | DP541090  |
| DP1040825 | DP222144  |
| DP1050003 | DP1158921 |
| DP1043708 | DP1153498 |
| DP1036719 | DP1153497 |
| DP1060475 | DP1153498 |
| DP1067403 |           |

(if insufficient space use Plan Form 6A reverse sheet)

SURVEYOR'S REFERENCE: 15771-5C

\*OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

PLAN OF SUBDIVISION OF  
 LOT 400 IN D.P.1153498

DP1153499

Registered:  24.05.2011

Subdivision Certificate No.: 013/11


Date of Endorsement: 5/4/11

PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919-1984 AS  
 AMENDED IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 2 WIDE (E3)
2. RESTRICTIONS ON THE USE OF LAND (R3)
3. RESTRICTIONS ON THE USE OF LAND (R4)
4. EASEMENT FOR RETAINING WALL SUPPORT, <sup>0.5 WIDE</sup> (E4)
5. RESTRICTIONS ON THE USE OF LAND (R5)

Executed for and on behalf of Lenworth  
 Glenmore Park Ltd ACN 007 633 888  
 by its duly authorised attorney under  
 Power of Attorney registered in  
 Book 4566 No. 486 who declares that he has no  
 notification of revocation of the said Power of  
 Attorney in the presence of:

  
 Robert Dennis Carr

  
 Signature of Witness  
 Andrew Boyd  
 Name of Witness  
 133 Castlereagh Street, Sydney  
 Address of Witness

SURVEYOR'S REFERENCE: 15771-5C

\*OFFICE USE ONLY

ePlan

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

**Plan: DP1153499**

Plan of Subdivision of Lot 400 DP1153498  
 covered by Subdivision Certificate No. CC013/11  
 5/4/11

**Full name and address  
 of the owner of the land:**

**Lensworth Glenmore Park Ltd**  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

(Sheet 1 of 6 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 wide (E3)	507 506 505 504 503	Area "C" within 500 507 & Area "C" within 500 506, 507 & Area "C" within 500 505-507 incl & Area "C" within 500 504-507 incl & Area "C" within 500
2	Restrictions on the use of land (R3)	Each lot except 500	Every other lot except 500
3	Restrictions on the use of land (R4)	501-507 incl	Penrith City Council
4	Easement for Retaining Wall Support 0.5 wide (E4)	507	500
5	Restrictions on the use of land (R5)	Each lot except 500	Every other lot except 500



Authorised Person  
 Penrith City Council

Plan: **DP1153499**

ePlan

Plan of Subdivision of Lot 400 DP1153498  
covered by Subdivision Certificate No. **CC013/11**  
**5/4/11**

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 2 of 6 Sheets)

### Part 2 (Terms)

#### 1. Terms of Restriction on the Use of Land (R3) secondly referred to in the abovementioned plan

1.1 In this Instrument, unless the contrary intention appears:

**Stockland** means Lensworth Glenmore Park Ltd

1.2 An air conditioning plant and equipment is not to be installed or permitted to remain on any building erected on the lot burdened unless it is either:

- not visible from any public road and place; or
- screened from any public road and place in a manner approved by Stockland.
- Television and radio masts and satellite dishes are not to be erected or permitted to remain on the lot burdened unless they are erected at or near the rear of the main building erected on the lot burdened and are not visible from any public road and place.

1.3 Any carport, covered patio, covered porch and covered verandah are not to be erected or permitted to remain on the lot burdened unless the materials used to support them are comprised of timber, brick or masonry and are in harmony with the materials in the main building erected on the lot burdened.

1.4 No additional fencing is to be erected on the lot burdened unless:

1.4.1 an application has been submitted and approved in writing by Stockland, and approval by Stockland must be obtained before an application is made to any relevant authority; and

1.4.2 it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.



.....  
Authorised Person  
Penrith City Council

ePlan

Plan: **DP1153499**

Plan of Subdivision of Lot 400 DP1153498  
covered by Subdivision Certificate No. **CC 013/11**  
**5/4/11**

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 3 of 6 Sheets)

**Part 2 (Terms)**

- 1.5 No building, apart from the main building erected on the lot burdened, is to be erected or permitted to remain on the lot burdened unless:
- 1.5.1 it is not visible from any public road and place; or
  - 1.5.2 it is of a design which compliments the main building erected on the lot burdened and is constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
  - 1.5.3 it is a garden shed which is visible from the public road and place where;
    - (a) all care has been taken to ensure that it is as least obvious as possible; and
    - (b) it is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.

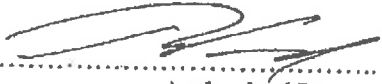
**2. Terms of Restriction on the Use of Land (R4) thirdly referred to in the abovementioned plan**

The registered proprietor of the burdened lot must not erect or allow to be erected, a building on the burdened lot unless the footings of the building are designed by a suitably qualified civil or structural engineer.

**3. Terms of Easement for Retaining Wall Support 0.5 wide (E4) fourthly referred to in the abovementioned plan**

**3.1 The owner of the lot benefit may:**

- (a) construct on the lot burdened, but only within the site of this easement, whatever retaining wall is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and

  
.....  
Authorised Person  
Penrith City Council

ePlan

Plan: **DP1153499**

Plan of Subdivision of Lot 400 DP1153498  
covered by Subdivision Certificate No. **CC013/11**  
**5(4)11**

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 4 of 6 Sheets)

### Part 2 (Terms)

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

- entering the lot burdened, and
- taking anything on the lot burdened, and
- carry out work.

3.2 The owner of the lot burdened must not:

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

3.3 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness, the owner of the lot benefited may serve no less than 14 days notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

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

3.4 In exercising those powers, the body having the benefit of this easement 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



.....  
Authorised Person  
Penrith City Council

ePlan

Plan: **DP1153499**

Plan of Subdivision of Lot 400 DP1153498  
covered by Subdivision Certificate No. **CC013/11**  
**5/4/11**

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 5 of 6 Sheets)

### Part 2 (Terms)

- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

**4. Terms of Restriction on the Use of Land (R5) fifthly referred to in the abovementioned plan**

**4.1 No building may be erected or commenced nor permitted to remain on any lot burdened unless:**

- (a) the building to be erected, external materials, colours and finishes including roof tiles and bricks of the building and landscaping have been designed in accordance with the "Design Essentials for Glenmore Ridge" published by Stockland from time to time, and
- (b) the plans, elevations and a schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.

Stockland will not withhold its consent where plans, elevations, materials or finishes substantially conform with the "Design Essentials for Glenmore Ridge" published by Stockland from time to time.



Authorised Person  
Penrith City Council

ePlan

Plan: **DP1153499**


Plan of Subdivision of Lot 400 DP1153498  
covered by Subdivision Certificate No. **CC013/11**  
**5/4/11**

**Full name and address  
of the owner of the land:**

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 6 of 6 Sheets)

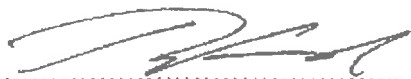
Executed for and on behalf of **Lensworth  
Glenmore Park Ltd** ABN 59 007 533 888 by its  
duly authorised attorney under Power of Attorney  
registered in Book 4566 No.486  
who declares that he has no notice of the revocation  
of the said Power of Attorney in the presence of:

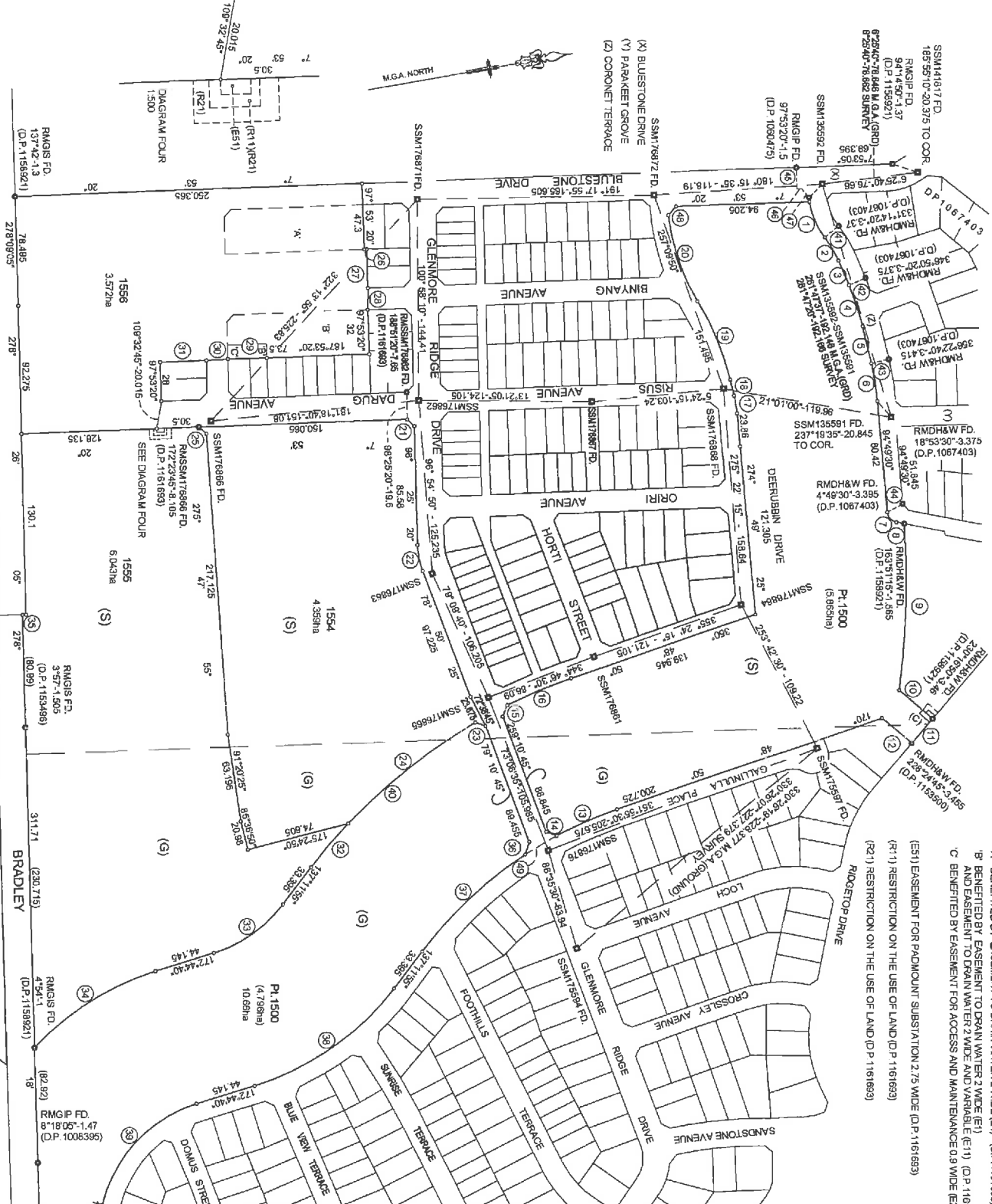
)   
.....  
) **Signature of authorised Attorney**  
) *Robert Dennis Carr*  
.....  
) **Name of authorised Attorney**

  
.....  
**Signature of Witness**

*ANDREW BOYD*  
.....  
**Name of Witness**  
133 Castlereagh Street  
Sydney NSW 2001  
**Address of Witness**



  
.....  
**Authorised Person**  
Penrith City Council



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	78°26'30"	27.81	28.14	53
2	69°02'20"	19.6	19.66	7.2715
3	76°50'20"	19.05		
4	81°36'10"	31.145	31.18	187
5	86°22'40"	27.64	27.465	186.965
6	60°37'35"	57.47'10"	57.465	7.935
8	20°41'40"	5.765		
9	101°36'55"	119.83	120.03	600
10	101°15'50"	31.68		
11	140°15'50"	23.175		
12	230°15'50"	28.045		
13	168°19'00"	47.06		
14	210°12'30"	7.89		
15	301°32'25"	8.96		
16	347°14'45"	49.765	49.82	400
17	270°34'40"	12.885	12.895	87
18	286°19'55"	11.89		
19	297°32'00"	61.165	61.425	200
20	261°06'35"	65.58	66.09	153
21	53°02'20"	7.04		
22	88°37'55"	18.98	19.07	55.8
23	28°46'55"	7.795		
24	151°30'45"	117.06		
25	51°50'35"	7.2		
26	77°39'20"	1.64		
27	97°53'20"	28		
28	100°28'30"	15.615		
29	186°25'20"	28.3		
30	186°56'35"	15.615		
31	187°53'20"	33.465	41.19	400
32	140°09'55"	61.05	62.04	100
33	154°58'20"	103.01	104.18	200
34	157°49'20"	2.615		
35	8°22'20"	9.325		
36	118°16'45"	102.175	102.675	300
37	147°00'10"	122.1	124.08	200
38	154°48'20"	103.97	103.97	100
39	142°57'35"	157.635	158.67	400
40	326°33'45"	13		
41	151°14'27"	13		
42	168°50'20"	13		
43	176°22'40"	13		
44	160°46'00"	12.895		
45	97°53'20"	15.5		
46	7°53'20"	3.425		
47	59°20'30"	8.005		
48	321°15'00"	8.24		
49	339°18'45"	26.22	26.22	300

- (E1) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D.P. 1161693)
- (E2) RESTRICTION ON THE USE OF LAND (D.P. 1161693)
- (R1) RESTRICTION ON THE USE OF LAND (D.P. 1161693)
- (R2) RESTRICTION ON THE USE OF LAND (D.P. 1161693)
- (S) BENEFITED BY EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2) (D.P. 1161693)

(G) RESERVATIONS & CONDITIONS - SEE CROWN GRANTS)  
 (C) RESTRICTION ON THE USE OF LAND (D.P. 1060473)  
 (S) RESTRICTION ON THE USE OF LAND (D.P. 1002570)

Surveyor: (Dr. Vincent) Myers  
 Yvonne Morgan, Surveyors  
 Date of Survey: 29th February, 2012  
 Surveyor's Reference: 15771-BC

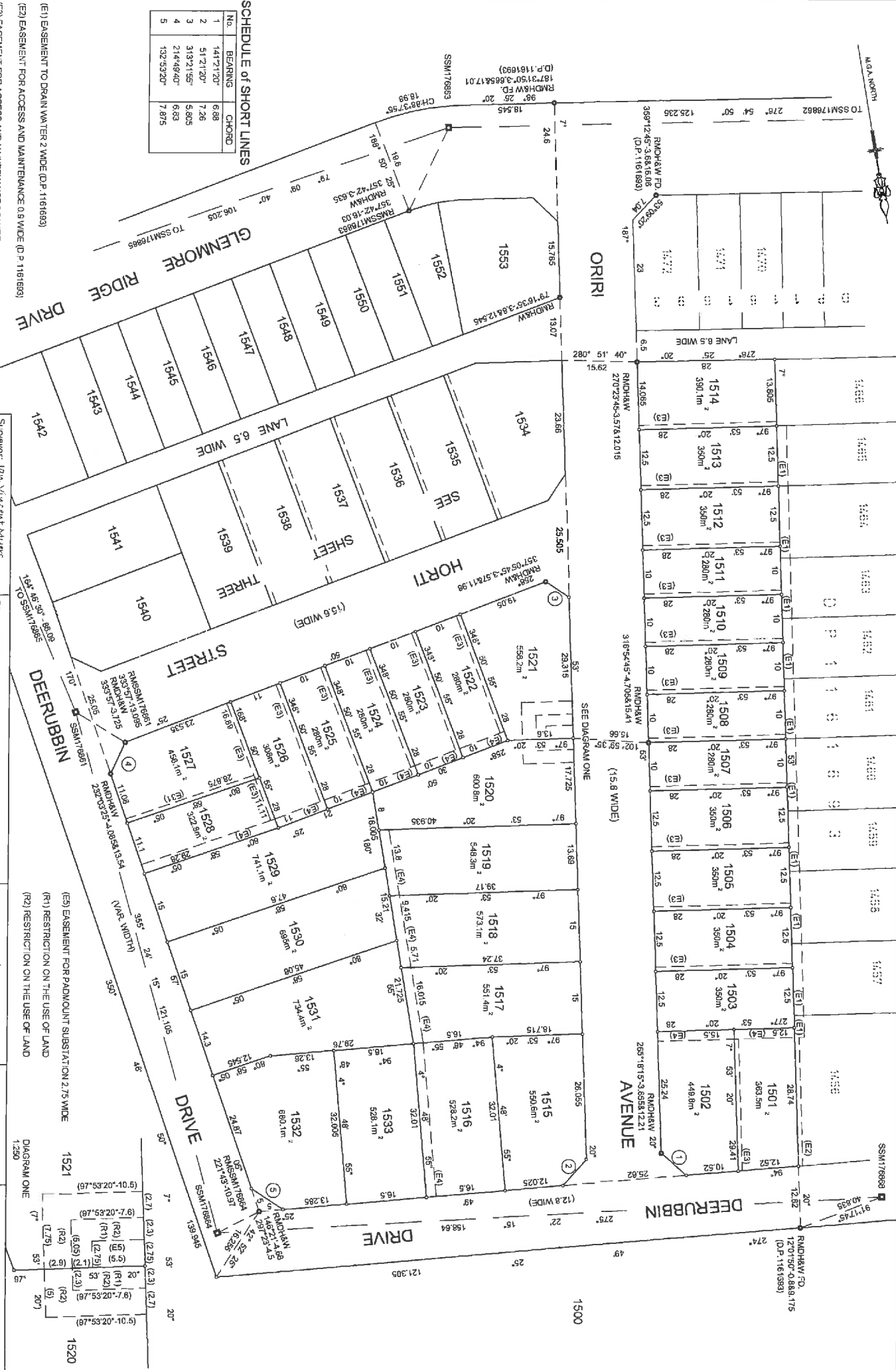
PLAN OF SUBDIVISION OF  
 LOT 1400 D.P. 1161693

LCA: PENRITH  
 Locality: GLENMORE PARK / MULGOSA  
 Subdivision No.: 022/12  
 Lengths are in meters. Reduction Ratio 1:200

Registered:  
 28.5.2012

D.P. 1161692

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



**SCHEDULE of SHORT LINES**

No.	BEARING	CHORD
1	141°21'20"	6.68
2	51°21'20"	7.26
3	313°21'55"	5.005
4	214°48'40"	6.53
5	132°53'20"	7.875

(E1) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1161693)  
 (E2) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (D.P. 1161693)  
 (E3) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE  
 (E4) EASEMENT TO DRAIN WATER 2 WIDE

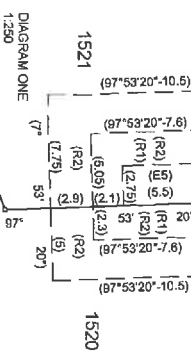
Surveyor: Iva Vlaschek & Partners  
 P.O. Box 12020, Auckland, New Zealand  
 Date of Survey: 28th February, 2012  
 Surveyor's Reference: 15774-15C

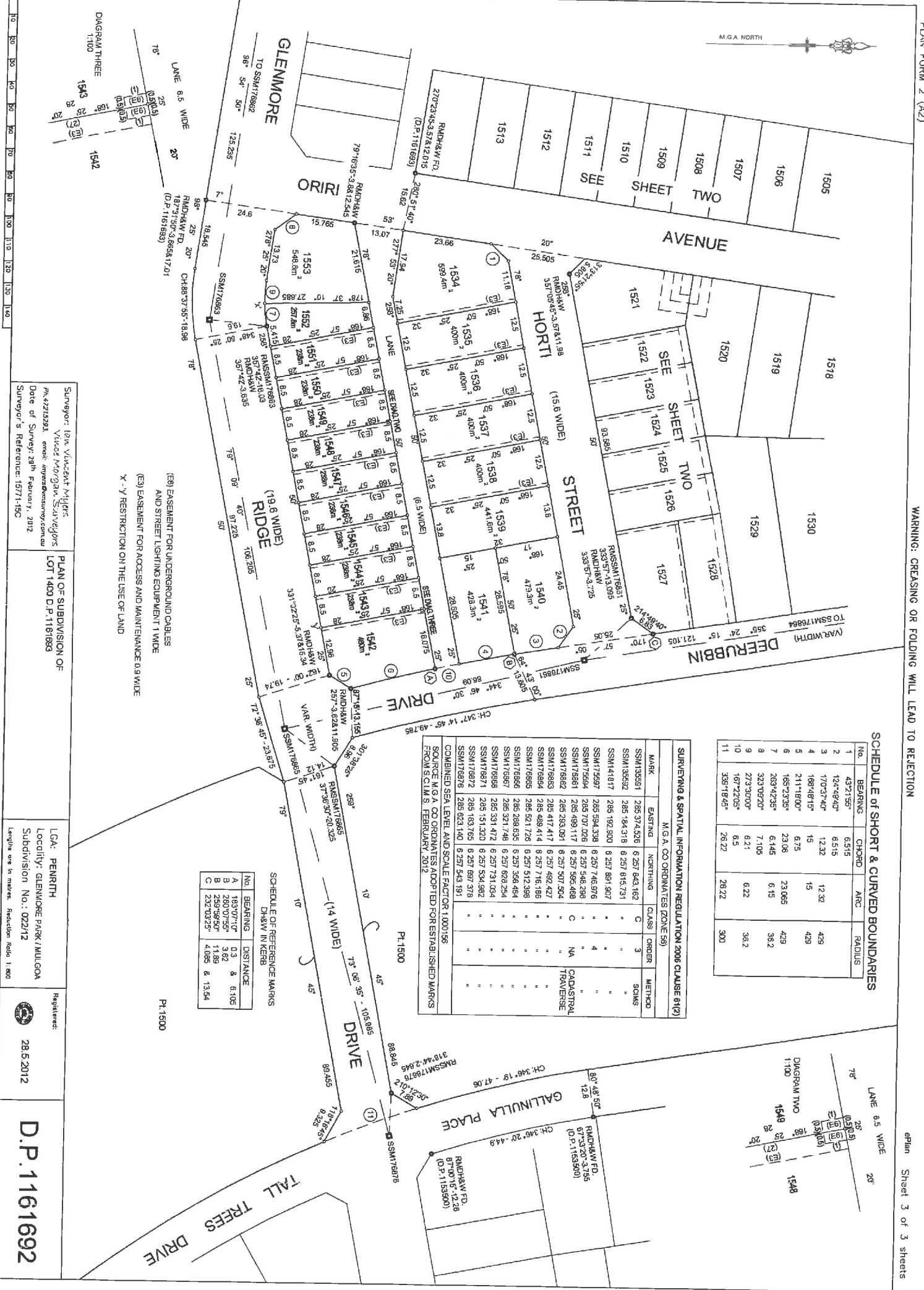
PLAN OF SUBDIVISION OF  
 LOT 1400 D.P. 1161693

LCA: PENRITH  
 Locality: GLENMORE PARK/MULCOA  
 Subdivision No.: 022/12  
 Lengths are in metres. Reduction Ratio: 1:500

Registered:  
 28.5.2012

**D.P. 1161692**





**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	43°21'55"	6.515		
2	124°49'40"	6.515		
3	170°37'40"	12.32		429
4	160°48'15"	15		429
5	211°18'00"	6.75		
6	165°23'35"	23.06		429
7	203°42'25"	6.145		382
8	325°02'20"	7.105		
9	273°30'00"	6.21	6.22	362
10	167°22'05"	6.5		
11	338°18'45"	26.22	26.22	300

**SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 8(12)**  
 M.G.A. CO-ORDINATES (ZONE 58)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
SSM133551	285 374.528	6 257 843.162	C	3	SCMS
SSM133552	285 184.318	6 257 615.731	"	"	"
SSM141817	285 182.300	6 257 891.907	"	"	"
SSM175597	285 954.338	6 257 745.976	"	"	"
SSM175598	285 701.028	6 257 595.286	"	"	"
SSM175599	285 493.117	6 257 595.488	"	"	"
SSM175600	285 283.091	6 257 507.504	"	"	"
SSM175601	285 417.417	6 257 492.427	"	"	"
SSM175602	285 488.414	6 257 715.185	"	"	"
SSM175603	285 521.726	6 257 512.388	"	"	"
SSM175604	285 288.635	6 257 568.454	"	"	"
SSM175605	285 321.746	6 257 628.254	"	"	"
SSM175606	285 331.472	6 257 731.034	"	"	"
SSM175607	285 151.320	6 257 534.982	"	"	"
SSM175608	285 183.755	6 257 597.378	"	"	"
SSM175609	285 823.140	6 257 543.191	"	"	"

COMBINED SEA LEVEL AND SCALE FACTOR 1.000195  
 SOURCE M.G.A. CO-ORDINATES ADOPTED FOR ESTABLISHED MARKS FROM S.C.I.M.S. FEBRUARY 2012

**SCHEDULE OF REFERENCE MARKS**  
 DRAWN IN KERB

No.	BEARING	DISTANCE
A	183°07'10"	0.3
B	280°07'55"	3.82
C	289°58'50"	11.89
D	232°03'25"	4.06
E		13.54

(E8) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE  
 (E9) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE  
 X - Y RESTRICTION ON THE USE OF LAND

Surveyor: Iva Villalobos  
 Vic: Monica Salvaggio  
 PLAN OF SUBDIVISION OF LOT 1400 D.P. 1161692  
 Date of Survey: 28th February, 2012  
 Surveyor's Reference: 1571-156

LGA: PERRITH  
 Locality: GLENMORE PARK/MULLGOA  
 Subdivision No.: 022/12  
 Lengths are in meters. Reduction Ratio: 1:500

Registered:  
 28.5.2012

D.P. 1161692

DEPOSITED PLAN ADMINISTRATION SHEET

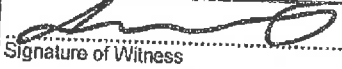
Sheet 1 of 2 sheets

SIGNATURES AND SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSIONS OF GLENMORE RIDGE DRIVE, DEERUBBIN DRIVE AND ORIRI STREET AND HORTI STREET, THE LANE 6.5 WIDE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD

Executed for and on behalf of Lensworth  
 Glenmore Park Ltd ACN 007 533 888  
 by its duly authorised attorney under  
 Power of Attorney registered in  
 Book 4566 No. 486 who declares that he has no  
 notification of revocation of the said Power of  
 Attorney in the presence of:

Robert Dennis Carr

  
 Signature of Witness  
**Leanne Terry**  
 Name of Witness  
 133 Castlereagh Street, Sydney  
 Address of Witness

Use PLAN FORM 6A  
 for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature .....

Date:.....

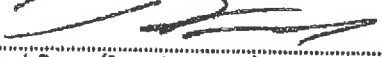
File No: .....

Office:.....

Subdivision Certificate *SC 12/0014*

I certify that the provisions of s. 109J of the Environmental Planning  
 and Assessment Act 1979 have been satisfied in relation to the  
 proposed SUBDIVISION set out herein

(Insert 'subdivision' or 'new road')

  
 \*Authorised Person/General Manager/Accredited Certifier

Consent Authority PENRITH CITY COUNCIL

Date of endorsement 23/4/12

Accreditation No. ....

Subdivision Certificate No. 022/12

File No. DA 12/1231

When the plan is to be lodged electronically in the Land  
 Titles Office, it should include a signature in an electronic  
 or digital format approved by the Registrar General.

\*Delete whichever is inapplicable.

**D.P.1161692**

Registered:  28.5.2012

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF  
 LOT 1400 D.P.1161693

L G A: PENRITH

Locality: GLENMORE PARK / MULGOA

Parish: MULGOA

County: CUMBERLAND

Survey Certificate

Surveying & Spatial Information Regulation, 2006

I, IAN VINCENT MYERS  
 of VINCE MORGAN SURVEYORS PTY.LTD.  
 Ph.47215293. Fax.47312821 email: imyers@vmsurvey.com.au  
 a land surveyor registered under the Surveying & Spatial Information Act, 2002  
 certify that the survey represented in this plan is accurate, and has been  
 made in accordance with the Surveying & Spatial Information Regulation, 2006  
 and was completed on 29<sup>th</sup> February, 2012.

the survey relates to Lots 1500-1555

(here specify the land actually surveyed, or specify any land  
 shown in the plan that is not the subject of the survey)

(Signature)  Dated: 29<sup>th</sup> February, 2012.

Land Surveyor registered under  
 the Surveying & Spatial Information Act, 2002

Orientation: SSM141817-SSM135592 Type: Urban

Plans used in preparation of survey.

D.P.1161693

(If insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 15771-15C

\*OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

PLAN OF SUBDIVISION OF  
LOT 1400 D.P.1161693

D.P.1161692 \*

Registered:  28.5.2012 \*

Subdivision Certificate No.: 022/12

Date of Endorsement: 23/4/12

\*OFFICE USE ONLY

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964 AS  
AMENDED IT IS INTENDED TO CREATE:-

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. EASEMENT TO DRAIN WATER 2 WIDE
5. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E3)
6. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E31)
7. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E5)
8. RESTRICTION ON THE USE OF LAND (R1)
9. RESTRICTION ON THE USE OF LAND (R2)
10. EASEMENT FOR UNDERGROUND CABLES  
AND STREET LIGHTING EQUIPMENT 1 WIDE (E6)
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND

SURVEYOR'S REFERENCE: 15771-15C

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

Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693 covered by Subdivision Certificate No. *CC022/12* 23/4/12



Full name and address of the owner of the land:

**Leisworth Glenmore Park Ltd**  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

(Sheet 1 of 13 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Restrictions on the use of land	Each lot except 1500, 1554, 1555 & 1556	Every other lot except 1500, 1554, 1555 & 1556
2	Restrictions on the use of land	1501-1553 incl.	Penrith City Council
3	Restrictions on the use of land	Each lot except 1500, 1554 & 1555	Every other lot except 1500, 1554 & 1555
4	Easement to drain water 2 wide	1501 1502  1516 1517 1518 1519 1528 1526 1525 1524 <del>1523</del> 1523 1522	1456-1466/1161693 1456-1466/1161693 & 1501 1517-1520 incl. 1518-1520 incl. 1519 & 1520 1520 1521-1526 incl. 1521-1525 incl. 1521-1524 incl. 1521-1523 incl. 1521 & 1522 1521

.....  
  
 Authorised Person  
 Penrith City Council  


Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693  
 covered by Subdivision Certificate No. *CC 022/12*  
*23/4/12*

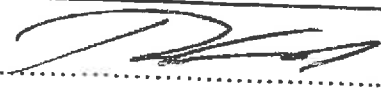
Full name and address  
 of the owner of the land:

**Lensworth Glenmore Park Ltd**  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

(Sheet 2 of 13 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
5	Easement for access and maintenance 0.9 wide (E3)	1501 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1514 1522 1523 1524 1525 1526 1527 1528 1534 1535 1536 1537 1538 1542 1543 1544 1545	1502 1503 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1521 1522 1523 1524 1525 1526 1526 1535 1536 1537 1538 1539 1543 1544 1545 1546



Authorised Person  
 Penrith City Council



# Plan: DP1161692

Plan of Subdivision of Lot 1400 DP1161693  
 covered by Subdivision Certificate No. CC022/12  
 23/4/12


Full name and address  
 of the owner of the land:

**Lensworth Glenmore Park Ltd**  
 ABN 59 007 533 888  
 133 Castlereagh Street,  
 SYDNEY NSW 2001

(Sheet 3 of 13 Sheets)

## Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
5 (continued)	Easement for access and maintenance 0.9 wide (E3)	1546 1547 1548 1549 1550 1551	1547 1548 1549 1550 1551 1552
6	Easement for access and maintenance 0.9 wide (E31)	1527	1528
7	Easement for Padmount Substation 2.75 wide (E5)	1521	Endeavour Energy ABN 59 253 130 878
8	Restriction on the use of land (R1)	1520 & 1521	Endeavour Energy ABN 59 253 130 878
9	Restriction on the use of land (R2)	1520 & 1521	Endeavour Energy ABN 59 253 130 878
10	Easement for Underground Cables and Street Lighting Equipment 1 wide (E5)	1542, 1543 1548, 1549	Endeavour Energy ABN 59 253 130 878
11	Restriction on the use of land	Each lot except 1500,1554,1555 &1556	Every other lot except 1500,1554,1555 &1556
12	Restriction on the use of land	1543-1552	Penrith City Council

  
 .....  
 Authorised Person  
 Penrith City Council  
*RC*

Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693  
covered by Subdivision Certificate No. *CC022/12*  
*23/4/12*

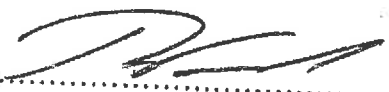
Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 4 of 13 Sheets)

**Part 2 (Terms)**

1. **Terms of Restriction on the Use of Land firstly referred to in the abovementioned plan**
  - 1.1 In this Instrument, unless the contrary intention appears:  
**Stockland means Lensworth Glenmore Park Ltd**
  - 1.2 An air conditioning plant and equipment is not to be installed or permitted to remain on any building erected on the lot burdened unless it is either:
    - not visible from any public road and place; or
    - screened from any public road and place in a manner approved by Stockland.
    - Television and radio masts and satellite dishes are not to be erected or permitted to remain on the lot burdened unless they are erected at or near the rear of the main building erected on the lot burdened and are not visible from any public road and place.
  - 1.3 Any carport, covered patio, covered porch and covered verandah are not to be erected or permitted to remain on the lot burdened unless the materials used to support them are comprised of timber, brick or masonry and are in harmony with the materials in the main building erected on the lot burdened.
  - 1.4 No additional fencing is to be erected on the lot burdened unless:
    - 1.4.1 an application has been submitted and approved in writing by Stockland, and approval by Stockland must be obtained before an application is made to any relevant authority; and
    - 1.4.2 it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.



Authorised Person  
Penrith City Council



Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693  
covered by Subdivision Certificate No. *CC 022/12*  
*23/4/12*

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 5 of 13 Sheets)

### Part 2 (Terms)

1.5 No building, apart from the main building erected on the lot burdened, is to be erected or permitted to remain on the lot burdened unless:

1.5.1.1 it is not visible from any public road and place; or

1.5.1.2 it is of a design which compliments the main building erected on the lot burdened and is constructed of the same or similar materials to those used in the main building erected on the lot burdened; or

1.5.1.3 it is a garden shed which is visible from the public road and place where;

(a) all care has been taken to ensure that it is as least obvious as possible; and

(b) it is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.


2. **Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan**

The registered proprietor of the burdened lot must not erect or allow to be erected, a building on the burdened lot unless the footings of the building are designed by a suitably qualified civil or structural engineer.

3. **Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan**

3.1 No building may be erected or commenced nor permitted to remain on any lot burdened unless:

(a) the building to be erected, external materials, colours and finishes including roof tiles and bricks of the building and landscaping have been designed in accordance with the "Design Essentials for Glenmore Ridge" published by Stockland from time to time, and

.....

Authorised Person  
Penrith City Council

*RC*

Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693  
covered by Subdivision Certificate No. *CC022/12*  
*23/4/12*

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 6 of 13 Sheets)

**Part 2 (Terms)**

- (b) the plans, elevations and a schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.

Stockland will not withhold its consent where plans, elevations, materials or finishes substantially conform with the "Design Essentials for Glenmore Ridge" published by Stockland from time to time.

**4. Terms of Easement for Access & Maintenance 0.9 wide (E3) and (E31) fifthly and sixthly referred to in the abovementioned plan**

4.1 The owner of the lot benefited may:

- (a) use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance of any structure and/or landscaping on the lot burdened ;
- (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
- (c) do anything reasonably necessary for those purposes, including:
- entering the lot burdened;
  - taking anything on to the lot burdened; and
  - carrying out works within the site of this easement.

4.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.



.....  
Authorised Person  
Penrith City Council

*RC*

Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693  
covered by Subdivision Certificate No. *CC022/12*  
*23/4/12*

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 7 of 13 Sheets)

**Part 2 (Terms)**

- 4.3 The owner of the lot burdened must not allow any building or other structure to be erected or placed on the easement site except an eave or gutter of the main building on the lot burdened or any permanent underground services to the main building or any dividing fence.
5. **Terms of Easement for Padmount Substation 2.75 wide (E5) seventhly referred to in the abovementioned plan**
- An Easement for Padmount Substation in the Terms as set out in Memorandum No. 9262886 lodged with Land and Property Information on behalf of Endeavour Energy (subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1).
6. **Terms of Restriction on the Use of Land (R1) eighthly referred to in the abovementioned plan**
- 6.1 No building shall be erected or permitted to remain within the restriction site unless:
- 6.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120/ fire rating and
- 6.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating
- and the owner provides the authority benefited with an engineer's certificate to this effect.
- 6.2 The fire ratings mentioned in clause 6.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.



.....  
Authorised Person  
Penrith City Council



Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693  
covered by Subdivision Certificate No. *CC 022/12*  
*23/4/12*

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 8 of 13 Sheets)

## Part 2 (Terms)

### 6.3 Definitions:

- 6.3.1 "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
- 6.3.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls
- 6.3.3 "erect" includes construct, install, build and maintain
- 6.3.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

### 7. Terms of Restriction on the Use of Land (R2) ninthly referred to in the abovementioned plan

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

#### 7.1 Definitions:

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



Authorized Person  
Penrith City Council

*RC*

Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693  
covered by Subdivision Certificate No. CC 022/12  
23/4/12

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 9 of 13 Sheets)

## Part 2 (Terms)

### 8. Terms of Easement for Underground Cables and Street Lighting Equipment 1 wide (E6) tenthly referred to in the abovementioned plan

#### 8.1 The authority benefited may:

- 8.1.1 install electrical equipment within the easement site,
- 8.1.2 excavate the easement site to install the electrical equipment.
- 8.1.3 use the electrical equipment for the transmission of electricity,
- 8.1.4 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,
- 8.1.5 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
- 8.1.6 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.

#### 8.2 In exercising its rights under this easement the authority benefited 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.

#### 8.3 The owner agrees that it will not:

- 8.3.1 install or permit to be installed any services or structure within the easement site,  
or
- 8.3.2 alter the surface level of the easement site, or
- 8.3.3 do or permit to be done anything that restricts access to the easement site by the authority benefited without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.



.....  
Authorised Person  
Penrith City Council



Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693  
covered by Subdivision Certificate No. CC 022/12  
23/4/12

**Full name and address  
of the owner of the land:**

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 10 of 13 Sheets)

**Part 2 (Terms)**

- 8.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 8.5 Definitions:-
- 8.5.1 **authority benefited** means Endeavour Energy and its successors (who may exercise its rights by any persons authorised by it).
  - 8.5.2 **easement site** means that part of the lot burdened that is affected by this easement.
  - 8.5.3 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street light column, street light equipment and ancillary equipment.
  - 8.5.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
  - 8.5.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
  - 8.5.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
  - 8.5.7 **structure** includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.

**9. Terms of Restrictions on the Use of Land eleventhly referred to in the abovementioned plan**

9.1 In this restriction:

- (a) "restriction period" means a period of 2 years from the date of registration of the plan to which this instrument relates;
- (b) "Stockland" means Lensworth Glenmore Pty Ltd

No subdivision of the lots burdened will be permitted during the restriction period unless prior written approval is obtained from Stockland



.....  
Authorised Person  
Penrith City Council



Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693  
covered by Subdivision Certificate No. *CC 022/12*  
*23/4/12*

**Full name and address  
of the owner of the land:**

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 11 of 13 Sheets)

**Part 2 (Terms)**

**10. Terms of Restriction on the Use of Land twelfthly referred to in the abovementioned plan**

Vehicular access will be denied across the boundary designated 'x'-y' on the abovementioned plan.

**Name of Authority empowered to release, vary or modify restrictions and easement seventhly eighthly, ninthly and tenthly referred to in the abovementioned plan**


Endeavour Energy.

**Name of Authority empowered to release, vary or modify restrictions secondly, fourthly and twelfthly referred to in the abovementioned plan**

Penrith City Council.

**Name of Person or Authority empowered to release, vary or modify restrictions firstly, thirdly and eleventhly referred to in the abovementioned plan**

Stockland while it owns any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots benefited.

.....  
  
Authorized Person  
Penrith City Council

*RL*

Plan: **DP1161692**

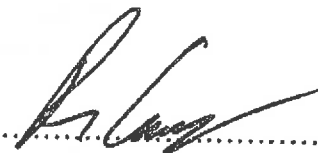
Plan of Subdivision of Lot 1400 DP1161693  
covered by Subdivision Certificate No. *CC022/12*  
*23/4/12*

Full name and address  
of the owner of the land:

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 12 of 13 Sheets)

Executed for and on behalf of **Lensworth  
Glenmore Park Ltd** ABN 59 007 533 888 by its  
duly authorised attorney under Power of Attorney  
registered in Book 4566 No.486  
who declares that he has no notice of the revocation  
of the said Power of Attorney in the presence of:

)   
) .....  
) Signature of authorised Attorney  
) **ROBERT DENNIS CARR**  
) .....  
) Name of authorised Attorney



.....  
Signature of Witness

*Leanne Terry*  
.....

Name of Witness  
133 Castlereagh Street  
Sydney NSW 2001  
Address of Witness



.....  
Authorised Person  
Penrith City Council

*PC*

Plan: **DP1161692**

Plan of Subdivision of Lot 1400 DP1161693  
covered by Subdivision Certificate No.

**Full name and address  
of the owner of the land:**

**Lensworth Glenmore Park Ltd**  
ABN 59 007 533 888  
133 Castlereagh Street,  
SYDNEY NSW 2001

(Sheet 13 of 13 Sheets)

Signed on behalf of **Endeavour Energy**  
ABN 59 253 130 878 by its Attorney pursuant  
to Power of Attorney Book 4613 N° 641  
in the presence of:

*Deano*

Signature of Witness

*Anthony Kavaliauskas*

Signature of Attorney

Name: *Anthony Kavaliauskas*  
Position: *Manager Network Connections*

*Deborah Pears*

Name of Witness

*20 February 2012*

Date of Execution

*URS 11965*

c/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

Authorised Person  
Penrith City Council

Ref: B15771-15C\_01-DP1161692

REGISTERED



28.5.2012

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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Property No: 787392  
Your Reference: 23045 - Webber  
Contact No.

Issue Date: 02 March 2023  
Certificate No: 23/00968

Issued to: Conveyancing Simplified  
1216, Mulgoa  
MULGOA NSW 2745

PRECINCT 2010

**DESCRIPTION OF LAND**

**County:** CUMBERLAND **Parish:** MULGOA

**Location:** 4 Risus Avenue GLENMORE PARK NSW 2745

**Land Description:** Lot 1457 DP 1161693

**- PART 1 PRESCRIBED MATTERS -**

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

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

The following Local environmental planning instruments apply to the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural areas.*

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water*

*Catchments* - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

State Environmental Planning Policy (Housing) 2021.

State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage.*

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development.*

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.

State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 13 - *Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

***1(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been the subject of community consultation or on public exhibition under the Act, that will apply to the carrying out of development on the land:***

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the Planning Portal ([www.planningportal.nsw.gov.au/employment-zones](http://www.planningportal.nsw.gov.au/employment-zones))- Exhibition 31/05/2022 to 12/07/2022.

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

***For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):***

***2(a)-(b) the identity of the zone; the purposes for which development in the zone may be carried out without development consent; the purposes for which development in the zone may not be carried out except with development consent; and the purposes for which development in the zone is prohibited. Any zone(s) applying to the land is/are listed below and/or in annexures.***

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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**Zone R1 General Residential  
(Penrith Local Environmental Plan 2010)**

**1 Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that a high level of residential amenity is achieved and maintained.
- To ensure that new development reflects the desired future character and dwelling densities of the area.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture

**4. Prohibited**

Rural worker's dwellings; Any other development not specified in item 2 or 3

***2(c) whether additional permitted uses apply to the land,***

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

**Additional information relating to Penrith Local Environmental Plan 2010**

**Note 1:** Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

**Note 2:** Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

**Note 3:** Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

**Note 4:** A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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**Note 5:** Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

**Note 6:** Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

**Note 7:** Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

**Note 8:** Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

**Note 9:** Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

**Note 10:** Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

**Note 11:** Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

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

(Information is provided in this section only if 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.)

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

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

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

(Information is provided in this section only if the land is in a conservation area, however described.)

***2(g) whether an item of environmental heritage, however described, is situated on the land:***

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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(Information is provided in this section only if an item of environmental heritage, however described, is situated on the land.)

**3 CONTRIBUTIONS PLANS**

***The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:***

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Glenmore Park Stage 2 Development Contributions Plan 2007 applies to the land.

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

**4 COMPLYING DEVELOPMENT**

***HOUSING CODE***

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

***RURAL HOUSING CODE***

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

***LOW RISE HOUSING DIVERSITY CODE***

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code may be carried out on the land if the land is within one of the abovementioned zones.

***GREENFIELD HOUSING CODE***

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code may be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

***HOUSING ALTERATIONS CODE***

Complying development under the Housing Alterations Code may be carried out on the land.

***GENERAL DEVELOPMENT CODE***

Complying development under the General Development Code may be carried out on the land.

***INDUSTRIAL AND BUSINESS ALTERATIONS CODE***

Complying development under the Industrial and Business Alterations Code may be carried out on the land.

***INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE***

(The Industrial and Business Alterations Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN4, SP1, SP2, SP3, IN1, IN2 or IN3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Industrial and Business Buildings Alterations Code may be carried out on the land.

***CONTAINER RECYCLING FACILITIES CODE***

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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Complying development under the Container Recycling Facilities Code may be carried out on the land.

***SUBDIVISIONS CODE***

Complying development under the Subdivisions Code may be carried out on the land.

***DEMOLITION CODE***

Complying development under the Demolition Code may be carried out on the land.

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

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

***FIRE SAFETY CODE***

Complying development under the Fire Safety Code may be carried out on the land.

**NOTE:**

(1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

***5 EXEMPT DEVELOPMENT***

***GENERAL EXEMPT DEVELOPMENT CODE***

Exempt development under the General Exempt Development Code may be carried out on the land.

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

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

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

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

**7 LAND RESERVED FOR ACQUISITION**

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

**8 ROAD WIDENING AND ROAD REALIGNMENT**

The land is not affected by any road widening or road realignment under:

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

**9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

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

No, the land or part of the land is not within the flood planning area and is currently not subject to flood related development controls.

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

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

**Note** - Council reserves the right to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation, this position may be reviewed.

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

**(a) Council Policies**

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Note: Council has adopted by resolution a policy on contaminated land which may restrict the

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

### **(b) Other Public Authority Policies**

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy 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, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

### ***11 BUSH FIRE PRONE LAND***

All of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

### ***12 LOOSE FILL ASBESTOS INSULATION***

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the Home Building Act 1989))

### ***13 MINE SUBSIDENCE***

The land is not declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

### ***14 PAPER SUBDIVISION INFORMATION***

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

### ***15 PROPERTY VEGETATION PLANS***

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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**16 BIODIVERSITY STEWARDSHIP SITES**

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 relates.)

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

**17 BIODIVERSITY CERTIFIED LAND**

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.)

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

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

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

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

(Information is provided in this section only If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.)

**20 WESTERN SYDNEY AEROTROPOLIS**

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Shown on the Lighting Intensity and Wind Shear Map	No
(c)	Shown on the Obstacle Limitation Surface Map	Yes
(d)	In the “public safety area” on the Public Safety Area Map	No
(e)	In the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	Yes

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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**21 DEVELOPMENT CONSENT FOR SENIORS HOUSING**

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

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

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which council is aware, in respect of proposed development on the land; and/or

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

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

**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) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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**Notes:**

The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. 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 (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for.

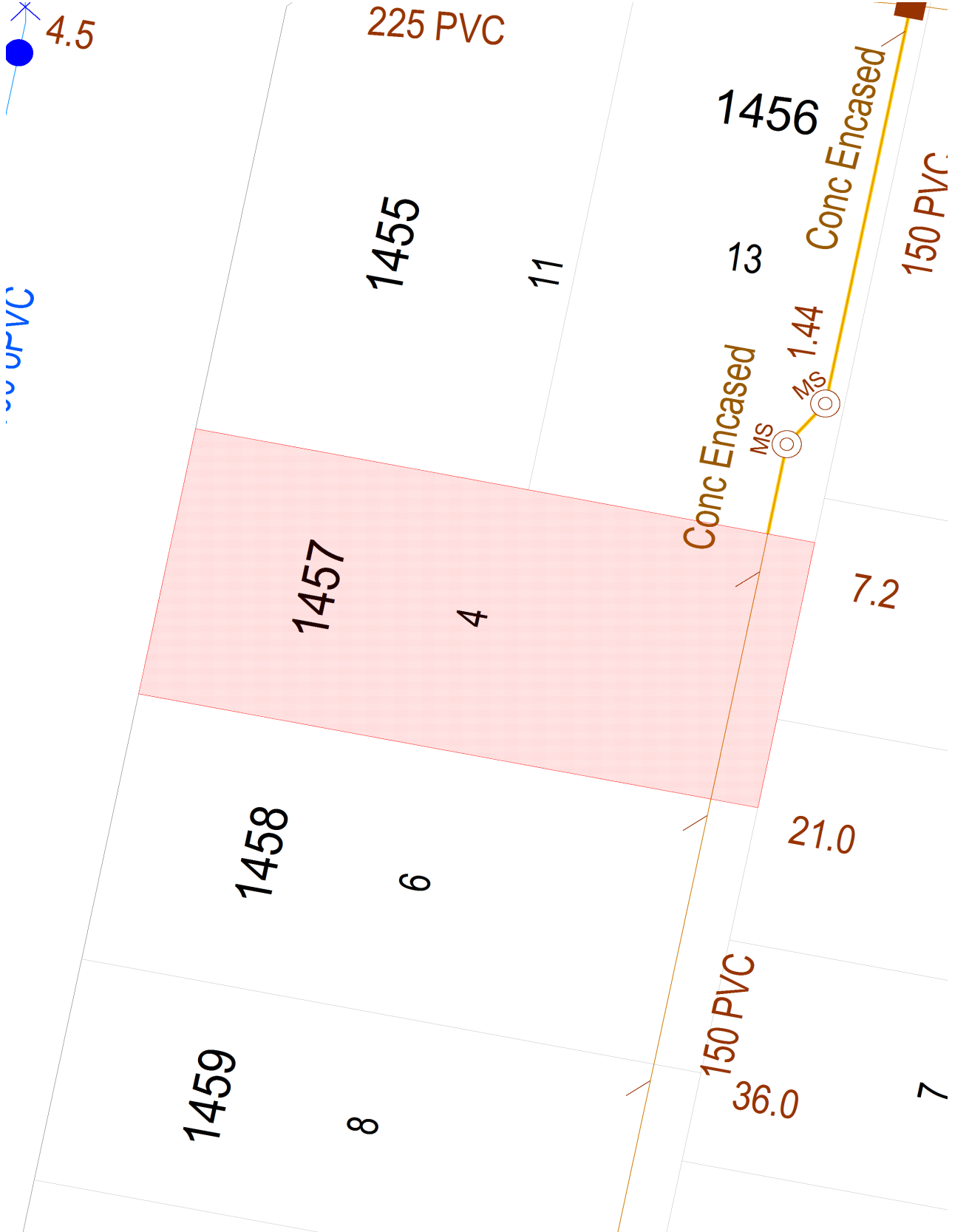
Contact Council for details as to obtaining the additional information.

**Alan Stoneham**  
**Interim General Manager**

per



**Service Location Print**  
Application Number: 8002296775



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**Disclaimer**

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

# Asset Information

## Legend

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

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## Pipe Types

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

## Further Information

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

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

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

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