HIGHFOREST
by mirvac

# CONTRACT OF SALE

HOUSES

mirvac

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# Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | **Mirvac Real Estate Pty Limited ACN 003 342 452**<br>Level 28, 200 George Street, Sydney NSW 2000 | Ref: [insert] |
| depositholder | Contractor's solicitor | |
| vendor | **Mirvac Projects (Retail and Commercial) Pty Limited ACN 151 466 241 as trustee for the Mirvac Pennant Hills Residential Trust ABN 80 199 861 372**<br>Level 28, 200 George Street, Sydney NSW 2000 | |
| Contractor | **Mirvac Highforest Pty Ltd ACN 682 614 375 in its capacity as trustee of the Highforest Trust ABN 45 669 365 711**<br>Level 28, 200 George Street, Sydney NSW 2000 | |
| Contractor's solicitor | **MinterEllison**<br>Level 40, Governor Macquarie Tower, 1 Farrer Place<br>Sydney NSW 2000<br>Email: highforestbymirvac@minterellison.com | Phone (02) 9921 4074<br>Fax BY EMAIL ONLY<br>Ref DB OK 1473265 |
| date for completion | **See clause 62.1** | |
| land (address, plan details and title reference) | Address: Lot [insert], Housing Central, Highforest, 55 Coonara Avenue, West Pennant Hills NSW 2125 (see clause 61.13)<br>Plan: Unregistered plan: being **Lot** [insert] in an unregistered subdivision plan (copy attached). The subdivision plan is a subdivision of proposed precinct development lot 71 being a subdivision of community development lots 10 and 16 (being part of and created by a subdivision of community development lot 5 in community plan 271416).<br>Title: Part folio identifier 5/271416 | |
| | ☒ VACANT POSSESSION ☐ subject to existing tenancies | |
| improvements | ☐ HOUSE | |
| attached copies | ☒ documents in the List of Documents as marked or numbered | |
| foreign purchaser | ☐ yes ☐ no (**see clause 39**) | |

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

| | | |
|---|---|---|
| inclusions | See schedule of finishes (some may be fixtures) | |
| exclusions | Nil | |
| colour scheme | ☐ Summer ☐ Autumn ☐ Winter | |
| purchaser | **[insert Purchaser's Name]**<br>[insert purchaser's address]<br>Email: [insert Purchaser's email address] | |
| purchaser's solicitor | **[insert Purchaser's Solicitor Name]**<br>[insert purchaser's Solicitor address]<br>Email: [insert Purchaser's Solicitor email address] | Phone [insert phone]<br>Fax [insert fax]<br>Ref [insert] |
| guarantor | **[insert Guarantor Full Name]**<br>[insert Guarantor's address] | |
| price | $ [insert purchase price] | (the price incluses GST (see clause 67.2) |
| deposit | $ [insert deposit] | (10% of the price, unless otherwise stated) |
| balance | $ [insert balance of purchase price] | |
| 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: $ **see clause 67.2**

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

## SIGNING PAGES

### VENDOR

**Signed** by **Mirvac Projects (Retail and Commercial) Pty Limited ACN 151 466 241** under power of attorney dated 8 September 2025 registered book 4843no 60

Signature of attorney

Name and position of attorney (print)

Signature of attorney

Name and position of attorney (print)

### CONTRACTOR

**Signed** by **Mirvac Highforest Pty Ltd ACN 682 614 375 in its capacity** as trustee of the Highforest Trust under power of attorney dated 8 September 2025 registered book 4843 no 553

Signature of attorney

Name and position of attorney (print)

Signature of attorney

Name and position of attorney (print)

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

**PURCHASER**

**Signed** by **[insert purchasers name]**

Signature of **[insert purchasers name]**

**Signed** by **[insert purchasers name]**

Signature of **[insert purchasers name]**

**Executed** by [insert Purchaser Company] in accordance with Section 127 of the *Corporations Act 2001* (Cth)

Signature of director

Signature of director/company secretary (Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

**GUARANTOR**

**Signed** by [insert Guarantor's name]

Signature of [insert Guarantor's name]

**Signed** by [insert Guarantor's name]

Signature of [insert Guarantor's name]

**Executed** by [insert Guarantor's Company Name] in accordance with Section 127 of the *Corporations Act 2001* (Cth)

Signature of director

Signature of director/company secretary (Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

## Choices

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

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

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

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

**Land tax** is adjustable ☐ NO ☒ yes
**GST**: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☐ NO ☒ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☐ NO ☒ yes (if yes, vendor must provide details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice (see clause 67.5(a)(i)(2))

## *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: Mirvac Projects Pty Ltd

Supplier's ABN: 72 001 069 245

Supplier's GST branch number (if applicable):

Supplier's business address: Level 28, 200 George Street, Sydney NSW 2000

Supplier's email address: GSTwithholding@mirvac.com

Supplier's phone number: (02) 9080 8000

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)

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**List of Documents**

**General**

- ☒ 1 property certificate for the land
- ☐ 2 plan of the land
- ☒ 3 unregistered plan of the land
- ☒ 4 plan of land to be subdivided
- ☒ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☒ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☒ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☒ 22 *clearance certificate*
- ☐ 23 land tax certificate

**Home Building Act 1989**

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

**Strata or community title (clause 23 of the contract)**

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☒ 45 plan creating precinct property
- ☒ 46 precinct development contract
- ☒ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☒ 49 plan creating community property
- ☒ 50 community development contract
- ☒ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☒ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

**Other**

- ☒ 59 – see list of attachments

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

Community and Precinct Scheme manager: Strata Plus, Suite 2.01, 80 Cooper Street, Surry Hills NSW 2010
Email address: info@strataplus.com.au

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10-0530

**NSW Land Registry Services**
Level 30, 175 Liverpool Street, Sydney 2000
Telephone 02 8776 3575

# BK 4843 NO 60

CA NUMBER

## DEEDS INDEX PARTICULARS

**PRIVACY NOTE: this information is legally required and will become part of the public record**

**(A)**

| Delivery Box | Name, Address/DX |
|---|---|
| 599D | MinterEllison<br>1 Farrer Place, Sydney NSW 2000<br>Customer Account Number: 123438 S<br>Telephone no (02) 9921 8888 |
| | Reference 1473265<br>Email: dianne.boyd@minterellison.com |

**(B)**

| Nature of Instrument | Date of Instrument |
|---|---|
| Power of Attorney | 8 September 2025 |

**(C)** Leave blank where instrument does not affect old system land

| Locality of the land | LINK CONVEYANCE-for old system land | | | PRINCIPAL DEED |
|---|---|---|---|---|
| | Book | Number | Whole/Part | |
| | 4836 | 835 | Whole | **4836-835** |
| | | | | |
| | | | | |

| LOCAL GOVT. AREA | PARISH | COUNTY |
|---|---|---|
| | | |

| NOTING [Office use only] | **POWER OF ATTORNEY INCLUDING REVOCATION OF BK 4836 NO 835** |
|---|---|
| | THIS DOCUMENT WAS ACCEPTED AS PART OF THE COVID-19 RESIDUAL LODGMENT PROGRAM |

**(D)**

| Entry | **GIVEN NAMES/COMPANY NAME** | **FAMILY NAME** |
|---|---|---|
| | Mirvac Projects (Retail and Commercial) Pty Ltd | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**(E)** I, Dianne Boyd of MinterEllison, 1 Farrer Place, Sydney NSW 2000

certify that for the purposes of section 184D(3) of the Conveyancing Act 1919 that:

1. the registration copy is a true copy of the original and
2. the above index particulars of the original instrument are complete and correct.

Signed…Dianne Boyd……Date…6.30pm on 19 September 2025

*I confirm that the electronic signature of me was affixed by me, Dianne Boyd on 19 September 2025.*

Entered Verified

# POWER OF ATTORNEY (NSW)

## For

# HighForest

**Dated** 8th September 2025

## Reference Schedule

| | | |
|---|---|---|
| 1 | **Appointor** | Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241 of Level 28, 200 George Street, Sydney NSW 2000 |
| 2 | **Expiry Date** | 1 September 2027 |
| 3 | **Property** | 55 Coonara Avenue, West Pennant Hills, being Lots 1,2 and 3 in DP1289188 and all lots cretaed from one or more subdivisions (including community and strata subdivision) of those lots. |

## Deed Poll by the Appointor

1 The Power of Attorney granted by the Appointor dated 1 April 2025 registered Book 4836 No. 835 is revoked on the date of this Power of Attorney.

2 Subject to and in accordance with clauses 3 and 6 of this Power of Attorney, the Appointor appoints the persons who hold the positions specified in Schedule 1 to be the Appointor's attorneys (**Attorneys**) from the date of this Power of Attorney until the Expiry Date.

3 Any two of the Attorneys specified in Part A of Schedule 1, or any one of the Attorneys specified in Part A of Schedule 1 together with any one of the Attorneys specified in Part B of Schedule 1, as the case may be, may jointly do in the name of the Appointor and on the Appointor's behalf everything necessary or expedient to:

(a) execute and deliver the Documents;

(b) execute and deliver any Document or do anything at the absolute discretion of the Attorneys in any way relating to the Appointor's involvement in any transaction contemplated by the Documents;

(c) do everything necessary or expedient to give effect to any transaction contemplated by the Documents, including, but not limited to, completing blanks and making alterations and additions considered necessary or desirable by the Attorneys; and

(d) register and pay stamp duty and other taxes of a similar nature on this Power of Attorney (if required).

4 The Appointor declares that everything done by the Attorneys in exercising powers under this Power of Attorney is valid as if it had been done by the Appointor and agrees to ratify and confirm whatever the Attorneys do in exercising powers under this Power of Attorney.

5 The Appointor indemnifies the Attorneys against liability, loss, costs, charges or expenses arising from the exercise in good faith of powers granted under this Power of Attorney.

6 Despite anything to the contrary, nothing in this Power of Attorney authorises any Attorneys to execute any document pursuant to which the Appointor acquires or agrees to acquire any real property as registered proprietor.

7 The Appointor declares that a person (including, but not limited to, a firm, body corporate, unincorporated association or authority) who deals with the Attorneys in good faith may accept a written statement signed by the Attorneys to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

8 This Power of Attorney is governed by the laws of New South Wales.

9 In this Power of Attorney, the following meanings apply unless the contrary intention appears:

(a) **Appointor** means the Appointor named in item 1 of the Reference Schedule;

(b) **Attorneys** means those persons holding the positions described in Schedule 1 and appointed in accordance with clause 2 of this Power of Attorney;

(c) **Documents** means the documents described in Schedule 2 of this Power of Attorney;

(d) **Expiry Date** means the expiry date in item 2 of the Reference Schedule;

(e) **Government Authorities** includes any government or public, governmental, semi-governmental, local government, administrative, fiscal, statutory or judicial body, department, commission, tribunal, agency, entity or authority and includes a Minister of the Crown (in any right), and any person, body, department, commission, tribunal, agency, entity or authority exercising a power pursuant to any statute or regulation;

(f) **Mirvac Group of Companies** means each Related Body Corporate of Mirvac Limited (ACN 003 280 699) at the relevant time;

(g) **Property** means the property referred to in item 3 of the Reference Schedule;

(h) **Reference Schedule** means the Reference Schedule on the front page of this Power of Attorney;

(i) **Related Body Corporate** has the meaning given to that term in section 50 of the *Corporations Act 2001* (Cth); and

(j) **Residential Property** one of more lots intended for separate residential occupation.

# Schedule 1 - Attorneys

## Part A

Any employee of the Mirvac Group of Companies who, at the relevant time, holds one or more of the following positions or has any of the following in their title:

1. CEO
2. General Manager
3. Development Director
4. Project Director
5. Finance Manager
6. National Marketing Director
7. National Sales Director
8. NSW Sales Manager
9. National Customer Relationship Manager
10. NSW Customer Relationship Manager
11. Company Secretary
12. General Counsel
13. Senior Legal Counsel

## Part B

Any employee of the Mirvac Group of Companies who, at the relevant time, holds one or more of the following positions:

1. Senior Development Manager
2. Development Manager

## Schedule 2 - Documents

In relation to the Property:

1. Contracts for Sale of Residential Property (**Contracts**).
2. Call option agreements or put and call option agreements or deeds relating to the sale of Residential Property (**Options**).
3. Heads of Agreement or Term Sheets relating to Contracts or Options.
4. Deeds of Rescission or Deeds of Variation of the Contracts or Options.
5. Client Authorisation Forms.
6. Agreements for lease, leases and licenses of the Property.
7. Applications and Agreements with Government Authorities (including *Real Property Act 1900* dealings) or providers of any utility services (including gas, water, sewer, electricity or telecommunications services) for and in connection with any building works or projects being undertaken by, or which may be proposed to be undertaken by, the Appointor.
8. Plans of subdivision, strata plans, community plans, plans of consolidation or any other plans relating to the Property, and any other documents related to the subdivision of the Property including building management statements, strata management statements and strata by-laws.
9. Any instruments (including *Real Property Act 1900* dealings) creating or releasing any easements, positive covenants or restrictions on use in connection with the Property or the development of the Property.
10. Agreements (including leases or licences) with landowners or occupiers of property adjoining or adjacent to Property for or in connection with any building works or any projects being undertaken by, or which may be proposed to be undertaken by, the Appointor.
11. Any subcontract, consultancy agreement, services agreement, supply agreement or hire agreement for the:
    (a) carrying out or performance by any third party of any:
        i. works; or
        ii. services; and/or
    (b) supply or hire by any third party of any goods, plant or equipment,

    for and in connection with any building works or projects being undertaken by, or which may be proposed to be undertaken by, the Appointor, subject to such contract or agreement not having a contract sum or price (or similar), as at the date the contract or agreement is made, exceeding $5,000,000 (plus GST).
12. All documents (including *Real Property Act 1900* dealings), contracts, agreements, consents, authorities, leases or licences, or sub -leases or licenses to be entered into or provided by an owners corporation and to be executed or provided by the Appointor as a member of any owners corporation in connection with all or part of the Property.
13. All consents, authorities or documents to be executed by the Appointor that are necessary to facilitate the inaugural meeting of any owners corporation, the appointment of a committee for any owners corporation and any annual general meetings or special general meetings of any owners corporation including but not limited to:

(a) proxy forms appointing persons to represent the Appointor on the committee of any owners corporation; and

(b) proxy forms appointing persons to attend, speak or vote on the Appointor' s behalf at any meeting of any owners corporation.

14. Sponsorship agreements.

15. Any document which is ancillary or related to or reasonably necessary to give proper effect to any of the above documents including any notice which the Appointor is required or entitled to give under any of the above documents.

mirvac

## Signing page

**EXECUTED** as a Deed Poll.

**Executed** by **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** in accordance with Section 127 of the Corporations Act 2001

.....
Signature of Director

Sophie Hlubucek
.....
Name of Director (print)

.....
Signature of ~~Director~~ / Company Secretary
(Please delete as applicable)

VASILIKI V. WORDIS
.....
Name of ~~Director~~ / Company Secretary (print)

REGISTERED
**26/09/2025**
**BK 4843 NO 60**

THIS DOCUMENT WAS ACCEPTED AS PART OF THE COVID-19 RESIDUAL LODGMENT PROGRAM

**Lodger Details**

| | |
|---|---|
| Lodger Code | 501304J |
| Name | MINTER ELLISON |
| Address | GOVERNOR MACQUARIE TOWER<br>L 40, 1 FARRER PL<br>SYDNEY 2000 |
| Lodger Box | 599D |
| Email | PEXA@MINTERELLISON.COM |
| Reference | 1473265 HIGHFOR |

## Power of Attorney

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

| Land Title Reference | Part Land Affected? | Land Description |
|---|---|---|
| See Attachment | | |

**Applicant**

MIRVAC PROJECTS (RETAIL AND COMMERCIAL) PTY LTD ACN 151466241

Registered company

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

**See attached** Dealing

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

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

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

| | |
|---|---|
| **Executed on behalf of** | MIRVAC PROJECTS (RETAIL AND COMMERCIAL) PTY LTD |
| **Signer Name** | OWEN KIELY |
| **Signer Organisation** | PARTNERS OF MINTERELLISON |
| **Signer Role** | PRACTITIONER CERTIFIER |
| **Execution Date** | 20/09/2025 |

10-0530

**NSW Land Registry Services**
Level 30, 175 Liverpool Street, Sydney 2000
Telephone 02 8776 3575

# BK 4843 NO 553

CA NUMBER

# DEEDS INDEX PARTICULARS

**PRIVACY NOTE: this information is legally required and will become part of the public record**

**(A)**

| Delivery Box | Name, Address/DX |
|---|---|
| 599D | MinterEllison<br>1 Farrer Place, Sydney NSW 2000<br>Customer Account Number: 123438 S<br>Telephone no (02) 9921 8888 |
| | Reference 1473265<br>Email: dianne.boyd@minterellison.com |

**(B)**

| Nature of Instrument | Date of Instrument |
|---|---|
| Power of Attorney | 8 September 2025 |

**(C)** Leave blank where instrument does not affect old system land

| Locality of the land | LINK CONVEYANCE-for old system land | | | PRINCIPAL DEED |
|---|---|---|---|---|
| | Book | Number | Whole/Part | |
| | 4833 | 896 | Whole | |
| | | | | |
| | | | | |

| LOCAL GOVT. AREA | PARISH | COUNTY |
|---|---|---|
| | | |

| NOTING [Office use only] | THIS DOCUMENT WAS ACCEPTED AS PART OF THE COVID-19 RESIDUAL LODGEMENT PROGRAM |
|---|---|
| | |
| | |
| | |

**(D)**

| Entry | GIVEN NAMES/COMPANY NAME | FAMILY NAME |
|---|---|---|
| | Mirvac Highforest Pty Ltd as trustee of the Highforest Trust | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**(E)** I, Dianne Boyd of MinterEllison, 1 Farrer Place, Sydney NSW 2000

certify that for the purposes of section 184D(3) of the Conveyancing Act 1919 that:

1. the registration copy is a true copy of the original and
2. the above index particulars of the original instrument are complete and correct.

Signed…Dianne Boyd……Date…6.35pm on 19 September 2025

*I confirm that the electronic signature of me was affixed by me, Dianne Boyd on 19 September 2025.*

Entered Verified

mirvac

# POWER OF ATTORNEY (NSW)

## for Highforest (Principal)

Dated 8th September 2025

## Reference Schedule

| | | | |
|---|---|---|---|
| 1 | **Appointor** | Mirvac Highforest Pty Ltd ACN 682 614 375 as trustee of the Highforest Trust. of Level 28, 200 George Street, Sydney NSW 2000 | |
| 2 | **Property** | (a) | 55 Coonara Avenue, West Pennant Hills, being Lots 1, 2 and 3 in DP1289188 and all lots created from one or more subdivisions (including community and strata subdivision) of those lots; and |
| | | (b) | any land owned or acquired by the Appointor. |

## Deed Poll by the Appointor

1 The Power of Attorney granted by the Appointor dated 13 December 2024 registered Book 4833 No. 896 is revoked on the date of this Power of Attorney.

2 Subject to and in accordance with clauses 3 and 6 of this Power of Attorney, the Appointor appoints the persons who hold the positions specified in Schedule 1 to be the Appointor's attorneys (**Attorneys**) from the date of this Power of Attorney.

3 Subject to clause 5 of this Power of Attorney:

(a) the Attorney specified in Part A of Schedule 1;

(b) two of the Attorneys specified in Part B of Schedule 1 acting jointly; or

(c) any one of the Attorneys specified in Part C of Schedule 1 together with any one of the Attorneys specified in Part C of Schedule 1 acting jointly,

may do in the name of the Appointor and on the Appointor's behalf everything necessary or expedient to:

(d) execute and deliver the Documents;

(e) execute and deliver any Document or do anything at the absolute discretion of the Attorneys in any way relating to the Appointor's involvement in any transaction contemplated by the Documents;

(f) do everything necessary or expedient to give effect to any transaction contemplated by the Documents, including, but not limited to, completing blanks and making alterations and additions considered necessary or desirable by the Attorneys; and

(g) register and pay stamp duty and other taxes of a similar nature on this Power of Attorney (if required).

I DIANNE FROM AM AUTHORISED TO MAKE THIS AMENDMENT. 24.9.25

4 The Appointor declares that everything done by the Attorneys in exercising powers under this Power of Attorney is valid as if it had been done by the Appointor and agrees to ratify and confirm whatever the Attorneys do in exercising powers under this Power of Attorney.

5 The Appointor indemnifies the Attorneys against liability, loss, costs, charges or expenses arising from the exercise in good faith of powers granted under this Power of Attorney.

6 Despite anything to the contrary, nothing in this Power of Attorney authorises any Attorneys to execute any document pursuant to which the Appointor acquires or agrees to acquire any real property as registered proprietor.

7 The Appointor declares that a person (including, but not limited to, a firm, body corporate, unincorporated association or authority) who deals with the Attorneys in good faith may accept a written statement signed by the Attorneys to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

8 This Power of Attorney is governed by the laws of New South Wales.

9 Trustee Limitation of Liability

(a) Mirvac Highforest Pty Ltd ACN 682 614 375 (**Trustee**) enters into this Power of Attorney in its capacity as trustee of the Highforest Trust (**Trust**).

(b) The Trustee enters into this Power of Attorney only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Power of Attorney is limited to and can be enforced against the Trustee only to the extent to which it, having sought indemnification, is actually indemnified in respect of that liability out of property of the Trust. This applies in respect of past and future conduct (including omissions) relating to this Power of Attorney or the transactions contemplated in connection with this Power of Attorney. This limitation of the Trustee's liability applies despite any other provision of this Power of Attorney or any other Power of Attorney and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Power of Attorney.

(c) A party may not sue the Trustee in any capacity other than as trustee of the Trust. No party to this Power of Attorney or any person claiming through or on behalf of them will be entitled to:

(i) claim from or commence proceedings against the Trustee in respect of any liability in any capacity other than as trustee of the Trust;

(ii) seek the appointment of a receiver (except in relation to property of the Trust), a receiver and manager, a liquidator, an administrator or any similar person to the Trustee or prove in the liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust); or

(iii) enforce or seek to enforce any judgement in respect of a liability under this Power of Attorney tor otherwise against the Trustee in any capacity other than as trustee of the Trust.

(d) The provisions of this clause 9 do not apply to any obligation or liability of the Trustee to the extent to which there is, in respect of that obligation or liability, whether under the trust deed or by operation of law, a reduction in the extent of the Trustee's indemnification, or loss of the Trustee's right of indemnification, out of the

assets of the Trust as a result of the Trustee's failure to properly perform its duties as trustee of the Trust.

(e) Nothing in clause 9(d) will make the Trustee liable to any claim for an amount greater than the amount which the Trustee would have been able to claim and recover from the assets of the Trust in relation to the relevant liability if the Trustee's right of indemnification out of the assets of the Trust had not been prejudiced by failure to properly perform its duties.

(f) No attorney, agent, receiver or receiver and manager appointed in accordance with this Power of Attorney has authority to act on behalf of the Trustee in a way which exposes the Trustee to any personal liability and no act or omission of any such person will be considered fraud, gross negligence or breach of trust of the Trustee for the purpose of clause 9(d).

(g) The Trustee is not obliged to do or refrain from doing anything under this agreement (including, without limitation, incur any liability) unless the Trustee's liability is limited in the same manner as set out in clauses 8(a) to 8(g).

10 In this Power of Attorney, the following meanings apply unless the contrary intention appears:

(a) **Appointor** means the Appointor named in item 1 of the Reference Schedule;

(b) **Attorneys** means those persons holding the positions described in Schedule 1 and appointed in accordance with clause 2 of this Power of Attorney;

(c) **Contracts** means contracts for sale of Residential Property;

(d) **Documents** means the documents described in Schedule 2 of this Power of Attorney;

(e) **Government Authorities** includes any government or public, governmental, semi-governmental, local government, administrative, fiscal, statutory or judicial body, department, commission, tribunal, agency, entity or authority and includes a Minister of the Crown (in any right), and any person, body, department, commission, tribunal, agency, entity or authority exercising a power pursuant to any statute or regulation;

(f) **Mirvac Group of Companies** means each Related Body Corporate of Mirvac Limited (ACN 003 280 699) at the relevant time;

(g) **Options** means call option agreements or put and call option agreements or deeds relating to the sale of Residential Property;

(h) **Property** means the property referred to in item 2 of the Reference Schedule;

(i) **Reference Schedule** means the Reference Schedule on the front page of this Power of Attorney;

(j) **Related Body Corporate** has the meaning given to that term in section 50 of the *Corporations Act 2001* (Cth); and

(k) **Residential Property** one of more lots intended for separate residential occupation.

# Schedule 1 - Attorneys

## Part A

Mirvac Projects Pty Limited ACN 001 069 245

## Part B

Any employee of the Mirvac Group of Companies who, at the relevant time, holds one or more of the following positions or has any of the following in their title:

1. CEO
2. General Manager
3. Development Director
4. Project Director
5. Finance Manager
6. National Marketing Director
7. National Sales Director
8. NSW Sales Manager
9. National Customer Relationship Manager
10. NSW Customer Relationship Manager
11. Company Secretary
12. General Counsel
13. Senior Legal Counsel

## Part C

Any employee of the Mirvac Group of Companies who, at the relevant time, holds one or more of the following positions:

1. Senior Development Manager
2. Development Manager

# Schedule 2 - Documents

In relation to the Property:

1. Contracts for Sale of Residential Property (**Contracts**).
2. Call option agreements or put and call option agreements or deeds relating to the sale of Residential Property (**Options**).
3. Heads of Agreement or Term Sheets relating to Contracts or Options.
4. Deeds of Rescission or Deeds of Variation of Contracts or Options.
5. Client Authorisation Forms.
6. Agreements for lease, leases and licenses of the Property.
7. Applications and Agreements with Government Authorities (including *Real Property Act 1900* dealings) or providers of any utility services (including gas, water, sewer, electricity or telecommunications services) for and in connection with any building works or projects being undertaken by, or which may be proposed to be undertaken by or behalf of the Appointor.
8. Plans of subdivision, strata plans, precinct plans, community plans, plans of consolidation or any other plans relating to the Property, and any other documents related to the subdivision of the Property including building management statements, strata management statements, strata by-laws, precinct management statements, precinct development contracts, community management statements and community development contracts.
9. Any instruments (including *Real Property Act 1900* dealings) creating or releasing any easements, positive covenants or restrictions on use in connection with the Property or the development of the Property.
10. Agreements (including leases or licences) with landowners or occupiers of property adjoining or adjacent to Property for or in connection with any building works or any projects being undertaken by, or which may be proposed to be undertaken by, the Appointor.
11. Any construction contract or works contract, consultancy agreement, services agreement, supply agreement or hire agreement for the:
    (a) carrying out or performance by of any works or services; and/or
    (b) procurement, supply or hire by of any goods, plant or equipment,

    for and in connection with any building works or projects being undertaken by, or which may be proposed to be undertaken by or on behalf of the Appointor.
12. All documents (including *Real Property Act 1900* dealings), contracts, agreements, consents, authorities, leases or licences, or sub -leases or licenses to be entered into or provided by an owners corporation, precinct association or community association and to be executed or provided by the Appointor as a member of any owners corporation, precinct association or community association in connection with all or part of the Property.
13. All consents, authorities or documents to be executed by the Appointor that are necessary to facilitate the inaugural meeting of any owners corporation, precinct association or community

association, the appointment of a committee for any owners corporation, precinct association or community association, and any annual general meetings or special general meetings of any owners corporation, precinct association or community association, including but not limited to:

(a) proxy forms or company nominee forms appointing persons to represent the Appointor on the committee of any owners corporation, precinct association or community association; and

(b) proxy forms or company nominee forms appointing persons to attend, speak or vote on the Appointor' s behalf at any meeting of any owners corporation, precinct association or community association.

14. Sponsorship agreements.

15. Any document required to respond to or defend any claims made by purchasers under Contracts, including any documents required to initiate or settle proceedings involving purchasers including deeds of settlement and release in response to allegations by purchasers.

16. Third party sales agency agreements.

17. Any document which is ancillary or related to or reasonably necessary to give proper effect to any of the above documents including any notice which the Appointor is required or entitled to give under any of the above documents.

## Signing page

**EXECUTED** as a Deed Poll.

**Executed** by **Mirvac Highforest Pty Ltd**
ACN 682 614 375 in accordance with
Section 127 of the Corporations Act 2001

.....
Signature of Director

Sophie Hluborek
.....
Name of Director (print)

.....
Signature of ~~Director~~ / Company Secretary
(Please delete as applicable)

VASILIKI V. VOROU
.....
Name of Director / Company Secretary
(print)

REGISTERED
**13/10/2025**
**BK 4843 NO 553**

THIS DOCUMENT WAS ACCEPTED AS PART OF THE COVID-19 RESIDUAL LODGEMENT PROGRAM

**Lodger Details**

| | |
|---|---|
| Lodger Code | 501304J |
| Name | MINTER ELLISON |
| Address | GOVERNOR MACQUARIE TOWER<br>L 40, 1 FARRER PL<br>SYDNEY 2000 |
| Lodger Box | 599D |
| Email | PEXA@MINTERELLISON.COM |
| Reference | 1473265 HIGHFOR |

## Power of Attorney

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

| Land Title Reference | Part Land Affected? | Land Description |
|---|---|---|
| See Attachment | | |

**Applicant**

MIRVAC HIGHFOREST PTY LTD ACN 682614375

Registered company

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

**See attached** Dealing

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

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

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

| | |
|---|---|
| **Executed on behalf of** | MIRVAC HIGHFOREST PTY LTD |
| **Signer Name** | OWEN KIELY |
| **Signer Organisation** | PARTNERS OF MINTERELLISON |
| **Signer Role** | PRACTITIONER CERTIFIER |
| **Execution Date** | 20/09/2025 |

**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.**

Lots 76-94,103-121/SP15181 Housing Central Precinct, West Pennant Hills

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

## 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.**

Lot 16-24, 103-121, 165-181 Housing Central Highfield, West Pennant Hills

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

## WARNINGS

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

| | |
|---|---|
| APA Group | NSW Department of Education |
| Australian Taxation Office | NSW Fair Trading |
| Council | Owner of adjoining land |
| County Council | Privacy |
| Department of Planning and Environment | Public Works Advisory |
| Department of Primary Industries | Subsidence Advisory NSW |
| Electricity and gas | Telecommunications |
| Land and Housing Corporation | Transport for NSW |
| Local Land Services | Water, sewerage or drainage authority |

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

Lots 76-94, 163-171, 165-181 Housing Central Highforest, West Pennant Hills

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 –

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *authorised Subscriber* | a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *completion time* | the time of day at which completion is to occur; |
| *conveyancing rules* | the rules made under s12E of the Real Property Act 1900; |
| *deposit-bond* | a deposit bond or guarantee with each of the following approved by the vendor –<br>● the issuer;<br>● the expiry date (if any); and<br>● the amount; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser; |
| *document of title* | document relevant to the title or the passing of title; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017); |
| *FRCGW remittance* | a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*; |
| *GST Act* | A New Tax System (Goods and Services Tax) Act 1999; |
| *GST rate* | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| *GSTRW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*); |
| *GSTRW rate* | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); |
| *incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;* |
| *legislation* | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| *manual transaction* | a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*; |
| *normally* | subject to any other provision of this contract; |
| *participation rules* | the participation rules as determined by the *ECNL;* |
| *party* | each of the vendor and the purchaser; |
| *property* | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| *planning agreement* | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;* |
| *populate* | to complete data fields in the *Electronic Workspace*; |

Lots 76-94, 103-111 (inc) DP 1265 - 1A Hudson Parade, Clareville, NSW 2107 - Northern Beaches Council - Pittwater Ward - Pittwater LEP 2014 - Pittwater 21 DCP - Pittwater Locality - Clareville Beach Locality - Pittwater Locality - Western Hills - Pittwater Locality - Western Hills - Pittwater Locality - Western Hills

| | |
|---|---|
| *requisition* | an objection, question or requisition (but the term does not include a claim); |
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and –<br>● issued by a *bank* and drawn on itself; or<br>● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

Lots 76-84, 93-99 & 101 Hollinsworth Central, Hunterford, West Tarrant Hills

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*.

Lots 1851, 1852, 2165 & 2166 Hinsbury Central Highforest, West Pennant Hills

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

**5 Requisitions**

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

**6 Error or misdescription**

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

**7 Claims by purchaser**

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

**8 Vendor's rights and obligations**

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

**9 Purchaser's default**

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

**11 Compliance with work orders**

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

**12 Certificates and inspections**

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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**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.

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**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).

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**18 Possession before completion**

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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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.

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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.

Lots 1 & 94, 10 Bay View Terrace, Holiday Central Highmest, West Pennant Hills

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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 earnt 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.

Lots 1 to 9, 100 to 124, 163, 184, Housing Central Hornsfield, West Pennant Hills

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**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.

Ref: 16594-103-121, 665-107, Housing Central Highcrest, West Pennant Hills

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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.

Lease 9,40 Cl 45 - Housing Central NSW to West Pennant Hills

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**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.

Lots 76-94,103-121,165-181 Housing Central Highforest, West Pennant Hills

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# Contract for the Sale of Land

These are additional clauses to the Contract for the Sale of the Land

## Highforest – Housing Central

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MinterEllison.

# Introduction

This section entitled 'Introduction' to this contract is:

(a) not part of this contract;

(b) inserted as a summary for convenience only; and

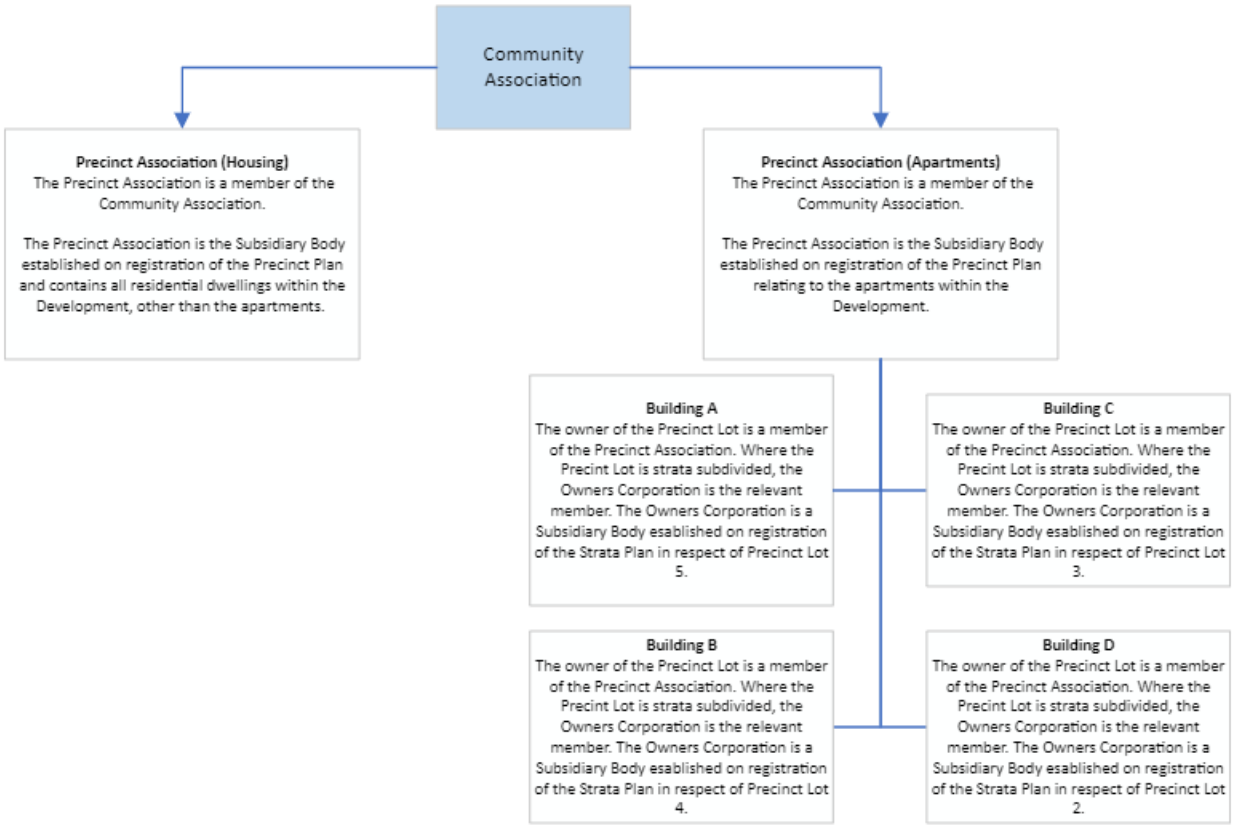
(c) must be ignored in the interpretation of this contract.

**The Development**

Highforest is a community title scheme comprising residential dwellings and apartments, together with community and recreation facilities including a pool, BBQ area, outdoor playground and green open space areas. It is the intention of the Contractor that the Development will be completed in stages. As such, the Contractor will be completing development activities both before and after completion of this contract.

The Development is intended to comprise a Community Scheme with two Subsidiary Bodies, comprising of a Precinct Scheme for the housing lots containing all residential dwellings and a second Precinct Scheme relating to the apartments. The Precinct Scheme for the apartments will comprise of 4 Precinct Development Lots. One or more of the Precinct Development Lots will be subdivided by Strata Plans establishing separate Strata Schemes.

The structure of the Community Scheme is as follows:




**Community Association**

On registration of the Community Plan, a Community Association was established. On registration of each Precinct Plan, the Precinct Associations will become members of the Community Association.

**Community Development Contract**

The Community Development Contract is required to enable the Contractor to stage the development of the Community Parcel. The Community Development Contract was Registered with the Community Plan and includes authorised proposals which permit the Contractor as developer of the Community Scheme to, amongst other things, add land to the Community Scheme, sever land from the Community Scheme and convert Community Development Lots to Community Property.

**Community Management Statement**

The Community Management Statement is a set of rules and plans for the management and operation of the Community Scheme. The Community Management Statement establishes the Community Association and sets out the responsibilities for management and operation of the Community Scheme.

**Precinct Association**

On registration of each Precinct Plan, a Precinct Association is established. It is intended that a Precinct Plan for the housing component of the Development will create a Precinct Association, and a second Precinct Plan for the apartments component of the Development will create a second Precinct Association. Owners of Precinct Development Lots are members of the Precinct Association. Where a Precinct Development Lot is subdivided by a Strata Plan, the Owners Corporation for the Strata Scheme will be a member of the Precinct Association,

**Precinct Development Contract**

The Precinct Development Contract is required to enable the vendor to add land to the Precinct Scheme after the initial Precinct Plan is registered. The Precinct Development Contract was Registered with the Precinct Plan and includes authorised proposals which permit the vendor as developer of the Precinct Scheme to, amongst other things, add land to the Precinct Scheme and convert Precinct Development Lots to Precinct Property.

**Precinct Management Statement**

The Precinct Management Statement is a set of rules and plans for the management and operation of the Precinct Scheme. The precinct management statement establishes a Precinct Association and sets out the responsibilities for management and operation of the Precinct Scheme.

**Housing Central**

'Housing Central' (of which the property forms part) is one stage within the Precinct Scheme which was established on registration of the housing Precinct Plan. Housing Central is a subdivision of a number of precinct development lots within the Precinct Scheme.

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# Part A – Definitions, interpretation and amendment of Printed Clauses

## 33. Definitions and Interpretation

### 33.1 Definitions

The following words have these meanings in this contract unless the contrary intention appears:

**Bank Guarantee** means a deposit guarantee bond or an unconditional bank guarantee issued in favour of the vendor at the request of the purchaser by an Australian trading bank acceptable to the vendor with, in respect of a bank guarantee, no expiry date or, in respect of a deposit guarantee bond, an expiry date no earlier than 3 months after the Sunset Date and which must be in a form and on terms acceptable to the Contractor (acting reasonably).

*At the date of this contract, the vendor will only accept bank guarantees from AMP Bank Limited, ANZ Bank Limited, Bank of China (Australia) Limited, Bank of Queensland Limited, Bankwest, Bendigo and Adelaide Bank Limited, Commonwealth Bank of Australia, HSBC Bank Australia Limited, Macquarie Bank Limited, National Australia Bank Limited, St George Bank, Sumitomo Mitsui Banking Corporation, Suncorp Bank and Westpac Banking Corporation. The vendor will only consider deposit guarantee bonds from QBE Insurance (Australia) Limited.*

**Building** means the improvements constructed, or which are to be constructed, on the property.

**Claim** includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action of any kind made under or in connection with this contract or the property whether or not it arises at Law or in any other way.

**Community Association** means the community association entity constituted under the Community Development Act on Registration of the Community Plan.

**Community Development Contract** means the community development contract that is Registered with the Community Plan.

**Community Development Lots** has the meaning given to that term in the Community Land Development Act.

**Community Facilities** has the meaning given to that term in the Community Management Statement.

**Community Land Development Act** means the *Community Land Development Act 2021* (NSW).

**Community Land Management Act** means the *Community Land Management Act 2021* (NSW).

**Community Management Statement** means the community management statement that is Registered with the Community Plan.

**Community Parcel** means land the subject of the Community Scheme.

**Community Plan** means the community plan being deposited plan 271416that is Registered in respect of the Community Parcel and which established the Community Scheme.

**Community Plan Instrument** means the instrument under section 88B of the Conveyancing Act which was Registered with the Community Plan.

**Community Property** means the land comprising Lot 1 in the Community Plan.

**Community Scheme** means the community scheme created upon Registration of the Community Plan.

**Conveyancing Act** means the *Conveyancing Act 1919* (NSW).

**Conveyancing Regulation** means the *Conveyancing (Sale of Land) Regulation 2022* (NSW).

**Costs** includes:

(a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);

(b) damages, losses, injury (whether actual or contingent) suffered or incurred by a party; and

(c) any fines, penalties, interest or similar item imposed by any legislation.

**Council** means The Hills Shire Council and its successors.

**Defects** means any defects or faults in the property due to faulty materials or workmanship as set out in the *Guide to Standards and Tolerances* issued by the NSW Department of Fair Trading and which is in force at completion (**Guide**) but does not include:

(a) normal wear and tear;

(b) minor shrinkage (which does not materially or detrimentally affect the use or amenity of the property);

(c) minor settlement cracks (which do not materially or detrimentally affect the use or amenity of the property);

(d) any damage including scratches, chips, dents or marks on any surface, covering or item occurring after completion (including by any removalist);

(e) any thing arising due to the relevant elements of the property not being maintained in accordance with any warranty requirements and/or maintenance recommendations;

(f) any thing deemed not to be a Defect pursuant to clause 56.2(c); and

(g) anything not considered a Defect in the Guide.

**Defects Period** means the period commencing on the date of completion and ending on the date 3 months after the date of completion.

**Designated Matters** means the matters referred to in clauses 45 (Variations to Community Plan), 46 (Easements and other rights), 60 (Disclosures in relation to the property and the Development Site), 70 (Selling and Leasing Activities) and 71 (Development Activities).

**Development Activities** means:

(a) any form of demolition work, excavation work or landscaping work on the Development Site;

(b) any form of building work or work ancillary to or associated with building work on the Development Site including the installation of Services;

(c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is reasonably considered necessary or desirable by the Contractor;

(d) the placing on, erecting or attaching to any part of the Development Site, temporary structures, scaffolding, building materials, fences, cranes and other machinery and equipment;

(e) carrying out the development of the Development Site in stages, including the registration of one or more deposited plans in connection with the Development Site either before or after the Community Plan and the Precinct Plan;

(f) the addition, amendment, excision or consolidation of lots in the Community Plan and the Precinct Plan;

(g) the use and/or operation and/or fitout of any part of the Development Site or a lot within the Development Site;

(h) construction of Community Facilities and Outdoor Community Facilities referred to in clause 61.26 on the Development Site;

(i) construction of roads within the Development Site;

(j) the subdivision of land forming part of the Community Parcel and the Precinct Parcel;

(k) the conversion of any Community Development Lot to Community Property;

(l) the conversion of any Precinct Development Lot to Precinct Property;

(m) the dedication of land forming part of the Development Site;

(n) obtaining any approvals required by the vendor or the Contractor for carrying out development on the Development Site;

(o) any similar activities on any other part of the Development Site, which is reasonably considered necessary or desirable by the Contractor; and

(p) the carrying out of any activities which the vendor or Contractor are permitted to undertake under the Community Development Contract and the Precinct Development Contract.

**Development Consent** means the approval by Council of the masterplan development application regarding the subdivision of the Development Site and creation of the Community Scheme and the housing central development application, being development applications DA-860-220-JP and DA 11/2024/JP and any variation, modification or replacement of them from time to time.

**Development Site** means the land contained in lot 1in deposited plan 1289188, and any subsequent subdivisions of that land for the project known as 'Highforest by Mirvac'.

**Disclosure Documents** means documents and plans forming part of the Disclosure Statement as required under section 66ZL and 66ZM of the Conveyancing Act, as amended by any Notice of Changes.

**Disclosure Statement** has the same meaning as in Division 10 and is the document titled "Disclosure Statement – Off the Plan Contracts" attached to this contract as required by section 66ZM of the Conveyancing Act at Annexure 3.

**Discovery Centre** has the meaning given to that term in clause 61.21.

**Division 10** means Division 10 of Part 4 of the Conveyancing Act.

**Draft Community Plan Instrument** means the draft instrument(s) under section 88B of the Conveyancing Act attached at Annexure 10, as may be amended or modified from time to time under this contract.

**Draft Instruments** means the Draft Community Plan Instrument and Draft Subdivision Plan Instrument.

**Draft Subdivision Plan** means the draft precinct plan of subdivision attached at Annexure 3 which is intended to be Registered in respect of proposed Precinct Development Lot 71 to create the property.

**Draft Subdivision Plan Instrument** means the draft instrument(s) under section 88B of the Conveyancing attached at Annexure 3 which is intended to be Registered with the Draft Subdivision Plan, as may be amended or modified from time to time under this contract.

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

**EPBC Approval** means the notification of approval for Coonara Residential Development, West Pennant Hills, NSW with EPBC ref 2023/09508 issued by Department of Climate Change, Energy, the Environment and Water.

**Essential Documentation** means:

(a) the Subdivision Plan; and

(b) the Subdivision Plan Instrument.

**Expert Determinator** means a person nominated by the president for the time being of the Australian Institute of Architects' NSW Chapter at the request of either the vendor or the purchaser.

**Finishes and Upgrade Selection Form** means the form at Annexure 2.

**FIRB Act** means *Foreign Acquisitions and Takeovers Act 1975* (Cth).

**Floor Plan** means the draft floor plan at Annexure 1.

**Foreign Person** has the same meaning as in the FIRB Act.

**Governmental Agency** means any government, semi or local government, statutory, public or other authority having jurisdiction over the Development Site.

**Guarantor** means the person referred to as guarantor on page 1.

**Home Building Act** means *Home Building Act 1989* (NSW).

**Home Building Regulation** means Home Building Regulation 2014 (NSW).

**Instruments** means:

(a) an instrument under section 88B of the Conveyancing Act Registered with a community plan of subdivision of the Community Development Lots in the Community Plan;

(b) an instrument under section 88B of the Conveyancing Act Registered with a precinct plan of subdivision of the Precinct Development Lots in the Precinct Plan; and

(c) the Subdivision Plan Instrument.

**Interest Rate** means 12% per annum.

**Internal Colour Scheme** means one of the internal colour schemes listed in the Finishes and Upgrade Selection Form in Annexure 2.

**Land Tax Year** means the period commencing on 1 January in a year and ending on 31 December of the same year.

**LRS** means the NSW Land Registry Services.

**Material Change** means a change that results in the Disclosure Statement becoming inaccurate in relation to a Material Particular, in respect of which the purchaser would:

(a) not have entered into this contract had the purchaser been aware of the change; and

(b) be materially prejudiced by the change.

**Material Particular** has the meaning given in section 66ZL of the Conveyancing Act.

**New Contractor** means a Related Body Corporate of the Contractor or any other entity who may become the Contractor.

**New Vendor** means a Related Body Corporate of the vendor and or other entity who may become the vendor.

**Normal Expenses** means normal operating expenses usually payable from the administrative fund of the Precinct Association.

**Notice of Changes** means a notice served on the purchaser under s66ZN of the Conveyancing Act in relation to a change or changes in the Disclosure Statement in circumstances where the Contractor has become aware that the Disclosure Statement attached to this contract either:

(a) was inaccurate in relation to a Material Particular at the date of this contract; or

(b) has become inaccurate in relation to a Material Particular after the date of this contract,

and which may attach a Replacement Document.

**Objection** means any objection, requisition, Claim, delay to completion, rescission or termination or withholding of any part of the price.

**Occupation Certificate** means an occupation certificate within the meaning of the EPA Act in relation to the Building.

**Other Documents** means documents or plans attached to this contract that are not Disclosure Documents.

**Outdoor Community Facilities** has the meaning given to that term in the Draft Community Management Statement.

**Planning Certificate** means the certificate or certificates under section 10.7 of the EPA Act in Annexure 7.

**Precinct Development Contract** means the precinct development contract Registered with the Precinct Plan, a copy of which is attached at Annexure 12.

**Precinct Development Lot** has the meaning given in the Community Land Management Act.

**Precinct Management Statement** means the precinct management statement based on the Draft Precinct Management Statement that is Registered with the Precinct Plan, a copy of which is attached at Annexure 13.

**Precinct Parcel** means land the subject of the Precinct Scheme.

**Precinct Plan** means the precinct plan being deposited plan 280098 that is Registered in respect of the Precinct Parcel and established the Precinct Scheme, a copy of which is attached at Annexure 11.

**Precinct Plan Instrument** means the instrument(s) under section 88B of the Conveyancing Act Registered with the Precinct Plan, a copy of which is attached at Annexure 11.

**Precinct Plan of Subdivision** means the precinct plan of subdivision of Community Development Lots 10 and 16 in the Community Plan, which adds Precinct Development Lot 71 to the Precinct Scheme in accordance with the Precinct Development Contract.

**Precinct Property** means the land comprising Lot 1 in the Precinct Plan, a copy of the title is attached at Annexure 11.

**Precinct Scheme** means the precinct scheme to be created upon registration of the Precinct Plan.

**Printed Clauses** means clauses 1 to 32 of the contract for the sale and purchase of land – 2022 Edition published by the Law Society of NSW and Real Estate Institute of NSW.

**Prohibited Entity** means any person or entity which:

(a) is a “terrorist organisation” as defined in Part 5.3 of the Criminal Code Act 1995 (Cth); or

(b) is listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the *Charter of the United Nations Act 1945* (Cth) which list as at the date of this contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other Australian legislation and which is available in the public domain.

**Purchaser Rights** means the right of the purchaser to rescind or make a claim for compensation under the Conveyancing Regulation or any other applicable law which cannot be excluded by the vendor or Contractor under this contract.

**Registered Documents** means the Subdivision Plan and any other document registered with the Subdivision Plan.

**Registration** means registration by the Registrar General of LRS and **Register** and **Registered** have a corresponding meaning.

**Registration Notice** means a notice served by the Contractor notifying the purchaser that the Subdivision Plan and Subdivision Plan Instrument have been registered.

**Related Body Corporate** has the meaning given to it in section 50 of the *Corporations Act 2001* (Cth).

**Replaced Document** means a Disclosure Document or Other Document that is replaced pursuant to clause 48.1.

**Replacement Document** means a Disclosure Document or Other Document that replaces a Disclosure Document or Other Document pursuant to clause 48.1.

**Schedule of Finishes** means the schedule of finishes attached to the Disclosure Statement.

**Service** means any service provided to the property including water, electricity, telecommunications (including the national broadband network), and sewerage.

**Service Access Points** means access points for Services including pits, grates, manholes, vents, boxes and infrastructure associated with access points.

**Service Provider** means any provider of a Service.

**Standard Requisitions** means the requisitions on title in Annexure 9.

**Subdivision Plan** means the precinct plan of subdivision based on the Draft Subdivision Plan that is Registered in respect of the relevant precinct development lot in order to create the property.

**Subdivision Plan Instrument** means the instrument(s) under section 88B of the Conveyancing Act which are Registered with the Subdivision Plan.

**Subsidiary Body Property** means the property of a subsidiary body as defined in the Community Land Development Act.

**Subsidiary Scheme** has the meaning the Community Land Development Act.

**Sunset Date** means 31 December 2027, as may extended under this contract.

**Treasurer** means the Treasurer of the Commonwealth of Australia.

**Unnecessary Document** means a document referred to in clause 44.1 (excluding any documents forming part of the Disclosure Statement) that the Contractor decides not to register, as contemplated in clause 44.2.

**Vegetation Management Plan** means the vegetation management plan prepared by Cumberland Ecology dated 27 March 2024 relating to the Development Site, a copy of which is attached at Annexure 16, as may be reviewed and updated from time to time.

### 33.2 Interpretation

In this contract:

(a) despite clause 1 of this contract, the terms defined in clause 1, clause 30.16 and clause 33.1 are defined terms whether or not those terms are in italics;

(b) headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:

(c) a reference to this contract or another instrument includes any variation or replacement of any of them;

(d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(e) the singular includes the plural and vice versa;

(f) words implying a gender imply any gender;

(g) “person” includes an individual, the estate of an individual (including executors and administrators), a corporation, an authority, an association or a joint venture (whether incorporated or not), a partnership, trust, state or government successors, substitutes (including persons taking by novation) and assigns;

(h) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally except any agreement, representation or warranty in favour of 2 or more persons that is given by the vendor and the Contractor, which is for the benefit of them severally (not jointly and severally);

(i) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;

(j) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(k) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later;

(l) a reference to time is a reference to Sydney time;

(m) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

(n) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment, or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;

(o) “includes” in any form is not a word of limitation;

(p) a reference to “$” or “dollar” is to Australian currency;

(q) “Item” is an item in the Reference Schedule; and

(r) any words and phrases not defined in clause 33.1 that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in clause 67 as in that Act.

## 34. Amendment of Printed Clauses

### 34.1 Amendments

The Printed Clauses of this contract are amended as follows:

(a) Clause 1 – replace the definition of “adjustment date” with “the earlier of the date for completion, the date possession is given to the purchaser and the completion date”;

(b) Clause 1 – in the definition of “bank” delete “a building society or a credit union”;

(c) Clause 1 – in the definition of “clearance certificate” delete from “that” to the end of the definition;

(d) Clause 1 – delete the definition of "depositholder" and replace that definition with the following:

"*depositholder* *Contractor's solicitor"*

(e) Clause 1 – amend the clause by:

(i) inserting the definition of *purchaser's solicitor's nominated email address* being "the purchaser's solicitor's nominated email address noted on the front page of this contract or otherwise served on the Contractor's solicitor in accordance with clause 20.6";

(ii) inserting the definition of *contractor's solicitor's nominated email address* being "the Contractor's solicitor's nominated email addressed noted on the front page of this contract or otherwise served on the purchaser's solicitor in accordance with clause 20.6".

(f) Clause 1 – in the definition of “party” insert “, the contractor” after “vendor”;

(g) Clause 1 – in the definition of “serve”, delete “the other party” and insert “each of the other parties, subject to the other provisions of this contract in substitution”;

(h) Clause 2.9 – delete;

(i) Clause 3 – delete;

(j) Clause 4.1.2 – delete ‘a party’ and insert in its place ‘the vendor’;

(k) Clause 4.5 – delete ‘must within 7 days of the contract date’ and insert in its place ‘will, after the date the Contractor serves upon the purchaser the Registration Notice.’;

(l) Clause 4.6 – delete;

(m) Clause 4.8 is amended to include the following words at the end of the clause ‘The vendor is not required to transfer the property to a person (**Subsequent Transferee**) other than the purchaser unless the purchaser delivers to the vendor on or before completion a deed executed by the purchaser and Subsequent Transferee, in such form as the vendor reasonably requires (at the purchaser’s cost) in which the Subsequent Transferee agrees to comply with any provisions of this contract intended to have application after completion.’;

(n) Clause 4.14.2 – delete ‘immediately’ and replace ‘within 5 business days’;

(o) Clauses 5.1 and 5.2.1 – delete;

(p) Clause 5.2.2 is replaced with “if it arises out of anything served by the Contractor on the purchaser – within 5 business days after the later of that service and the day on which the Contractor serves the Registration Notice.”;

(q) Clause 5.2.3 – delete;

(r) The first line of clause 7.1 is replaced with “The Contractor can rescind (and need not establish reasonable grounds for doing so) in the case of claims that are not claims for delay;”

(s) Clause 7.1.1 - delete “5%” and replace with “3%”;

(t) Clause 7.2.2 is replaced with “the amount held is to be invested in accordance with clause 35 (Investment of Deposit)”;

(u) Clause 7.2.6 is amended by:

(i) inserting the words '(in respect of which time is of the essence)' after the words '3 months after completion'; and

(ii) adding the following at the end of the clause: 'and the amount held and 50% of the net interest must be paid to the vendor, with another 50% of the net interest being paid to the purchaser'.

(v) Clause 8.1.1 – delete “, on reasonable grounds,”;

(w) Clause 8.1.2 – delete the words 'and those grounds';

(x) Clause 8.1.3 – delete “14 days” and replace with “7 days”;

(y) Clause 9.1 is replaced with “keep or recover the deposit (including interest earned on it);”

(z) Clause 10.1, line 1 is replaced with “The purchaser cannot make an Objection in respect of-”;

(aa) Clauses 10.1.8 and 10.1.9 are amended by adding “or existence” after “substance”;

(bb) Clause 10.1.10 is included as follows “any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise”;

(cc) Clause 10.2 – add “make an Objection after “cannot”;

(dd) Clause 12 – delete;

(ee) Clause 13 – delete;

(ff) Clauses 14.4, 14.5 and 14.7 are deleted;

(gg) Clause 19.3 is included as follows: “Despite clause 19.2.2 and clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 (NSW) is the remedy prescribed by that regulation.”;

(hh) Clause 20.6.3 – add at the end “(this clause 20.6.3 also applies to any document in an action in connection with this contract including any writ of summons or other originating process)”;

(ii) Clause 20.6.5 – is amended to read as follows: "*served* if it is sent by email to the *party's solicitor*";

(jj) Clause 20.6.7 is amended by deleting the word "and" appearing at the end of the clause;

(kk) Clause 20.6.8 – delete;

(ll) Clause 20.6.8 - insert a new clause 20.6.8 as follows:

"*served* by the Contractor or the Contractor's solicitor if it is sent by email to the *purchaser's solicitor's nominated email address*, and *served* at the time the email was sent (unless the Contractor or the Contractor's solicitor receives a 'bounce back', notification of delivery failure or similar automated message from the *purchaser's solicitor's nominated email address*); and".

(mm) Clause 20.6.9 – insert a new clause 20.6.9 as follows:

"*served* by the purchaser or the purchaser's solicitor if it is sent by email to the *Contractor's solicitor's nominated email address*, and *served* at the time the email was sent (unless the purchaser or the purchaser's solicitor receives a 'bounce back', notification of delivery failure or similar automated message from the *Contractor's solicitor's nominated email address*).".

(nn) Clauses 20.9 and 20.10 – delete “does” and replace with “and the Contractor do” after “vendor”; and

(oo) Clauses 22-31 – delete.

**34.2 References to vendor**

(a) In this contract, except as set out in clause 34.2(b), a reference to:

(i) "vendor" in the printed provisions is a reference to the "Contractor";

(ii) "vendor's agent" in the printed provisions is a reference to the "Contractor's agent"; and

(iii) "vendor's solicitor" in the printed provisions is a reference to the "Contractor's solicitor".

(b) The following printed provisions are not amended under clause 34.2(a):

(i) the 2 lines immediately before clause 1;

(ii) Clause 9.3.1; and

(iii) Clauses 16.1, 16.4 and 16.5.

**34.3 Vendor's obligations**

Except in relation to the obligations retained by the vendor under clause 34.4, the Contractor:

(a) agrees to perform all of the Contractor's obligations (and the obligations of the vendor, if any) under this contract or it will procure, as necessary, the performance by the vendor of any obligations which are not within the Contractor's direct control; and

(b) is entitled to the benefit of the vendor's rights under this contract and is authorised to exercise, waive or otherwise deal with those rights.

**34.4 Vendor's role**

(a) The vendor is the Owner of the Development Site.

(b) The Contractor has been appointed by the vendor to implement the Development Activities.

(c) The vendor has entered into this contract at the direction of the Contractor.

(d) The purchaser acknowledges and agrees that notwithstanding any other provision of this contract:

(i) the vendor has not, and no person on behalf of the vendor has, made any representation or warranty (other than as to title or which are otherwise implied by Law and which cannot be contracted out of) to the purchaser as to the subject matter of this contract or any other matter in connection with the sale;

(ii) the vendor has no obligations under this contract except:

(A) to execute and deliver to the purchaser the documents necessary to transfer title to the purchaser when required in accordance with the terms of this contract and to procure the release of the property from:

(1) any mortgage, charge or other security interest affecting the property except a mortgage in favour of the Contractor; and

(2) any caveat lodged by or on behalf of any person claiming an interest in the property through the vendor;

(B) to authorise the purchaser to make an application for a certificate under section 174 of the Community Land Management Act;

(C) to authorise the purchaser to apply for and make an inspection under section 173 of the Community Land Management Act; and

(D) as required by legislation which cannot be excluded, modified or restricted; and

(iii) to the fullest extent permitted by Law, the vendor is released from all obligations and liabilities under this contract (except for the obligations referred to in clause 34.4(d)(ii)).

(e) The Contractor is responsible for and the vendor is not responsible for the construction, condition, design, development and delivery of any structures or inclusions on the Development Site and the property and the vendor is released from all obligations and liabilities in connection with the construction, condition, design, development and delivery of such structures or inclusions.

(f) This contract contains the whole agreement between the vendor, Contractor and the purchaser in connection with the sale and purchase of the property and any other thing or matter in relation to the property.

(g) The price and any adjusted amounts payable to the vendor under this contract must be paid to the Contractor's project account or as the Contractor may otherwise direct.

### 34.5 Inconsistency

If there is any inconsistency between the Printed Clauses and these additional clauses, these additional clauses prevail.

# Part B – Deposit

## 35. Investment of deposit

### 35.1 Definitions

In this clause 35:

(a) **Authorised ADI** has the meaning given to that term in the LPA;

(b) **Controlled Money and Controlled Money Account** have the meanings given to them in the LPA;

(c) **Income Year** has the meaning in subsection 4-10(2) of the Income Tax Assessment Act 1997 (Cth) (Tax Act) in respect of the depositholder; and

(d) **LPA** means the Legal Profession Uniform Law (NSW) No 16a.

### 35.2 Payment of the deposit

The purchaser must pay the deposit to the depositholder on or before the contract date.

### 35.3 Investment of deposit

(a) The vendor and the purchaser direct the depositholder to invest the deposit in an interest bearing account in the names of the parties with an Authorised ADI nominated by the depositholder. This contract is authority for the depositholder to make the investment.

(b) The deposit and any accrued interest are invested at the risk of the party who becomes entitled to it.

(c) If the vendor and purchaser each notify their tax file number to the depositholder within two business days of the contract date to facilitate investment of the deposit, the depositholder will invest the deposit in an interest bearing account as directed under clause 35.3(a).

(d) The vendor and purchaser acknowledge and agree that the depositholder may invest the deposit in a non-interest bearing account if the tax file numbers of both the vendor and purchaser are not given to the depositholder.

(e) The vendor and the purchaser authorise the depositholder to:

(i) give the provided tax file numbers to the bank with which the deposit is to be invested under this contract;

(ii) prepare and lodge any tax return necessary in respect of the deposit and interest;

(iii) pay any tax assessed or required to be deducted or withheld by law out of the deposit and interest, at any time; and

(iv) deduct from the deposit and interest all of the depositholder's costs and expenses in connection with:

(A) investment of the deposit; and

(B) preparing and lodging any tax returns and providing to the parties any information and documents they may reasonably require in connection with the investment of the deposit.

(f) If the deposit is invested by the depositholder on behalf of the vendor and purchaser under this clause 35.3 and has not been dealt with on behalf of or for the benefit of the vendor or the purchaser (as applicable) under clause 35.3(g) or 35.3(h) before the end of an Income Year, then:

(i) all interest accrued in respect of the deposit for the period starting on or after the start of that Income Year and ending immediately before the end of that Income Year is taken to have been divided equally between the vendor and the purchaser and each of the vendor and the purchaser is presently entitled (within the meaning of the Tax Act) to an equal share of that accrued interest as at the end of that Income Year; and

(ii) to the extent of any entitlement to the interest income arising under clause 35.3(f)(i), each of the vendor and purchaser agree and instruct the depositholder that their respective equal share of the accrued interest (after any withholding of tax) is to be re-invested by or on behalf of each party, on the same terms as the deposit is invested, until the interest earned on the deposit is paid in accordance with this clause 35.3. The parties accept and acknowledge that any re-investment in accordance with this clause 35.3(f) satisfies the distribution to which the parties would otherwise be entitled.

(g) If completion takes place during an Income Year the following will occur:

(i) interest earned on the deposit (after deduction of all proper government taxes and financial institution charges and other charges) must be shared equally between the vendor and the purchaser;

(ii) accrued interest which was re-invested in accordance with clause 35.3(f) must be paid to the party which reinvested the amount; and

(iii) the deposit will be paid to the vendor.

(h) If this contract is terminated or rescinded during an Income Year, interest earned on the deposit (after deduction of all proper government taxes and financial institution charges and other charges) belongs to the party who is entitled to the deposit. The party not entitled to the deposit accepts and acknowledges that they have no Claim to any interest on the deposit and relinquishes any Claim against the depositholder in relation to the deposited amount and all amounts of interest, including amounts which have been re-invested.

(i) If taxation has not been assessed at the time the depositholder must pay the deposit and interest to the party entitled to it, the parties authorise the depositholder to deduct and retain the depositholder's estimate of the tax assessment from the deposit and interest.

(j) Payment of any accrued interest and the deposit in accordance with this clause 35.3 is acknowledged and accepted by the parties as discharging the depositholder's obligations to the parties in respect of the deposit and accrued interest in full.

**35.4 LPA**

If the LPA applies to the depositholder, then:

(a) the parties acknowledge that:

(i) the deposit is Controlled Money for the purposes of the LPA; and

(ii) under the LPA, the depositholder must hold the deposit in a Controlled Money Account;

(b) this contract constitutes a written direction by both parties to the depositholder for the purposes of the LPA, for the depositholder to:

(i) hold the deposit in a Controlled Money Account with an Authorised ADI nominated by the Depositholder; and

(ii) disburse the deposit and any interest on the deposit from the Controlled Money Account in accordance with clause 2 and this clause 35.

**35.5 Depositholder function and release**

(a) The parties acknowledge that:

(i) MinterEllison is acting as both the depositholder and the vendor's solicitors; and

(ii) in the event of a dispute between the vendor and the purchaser about entitlement to the deposit:

(A) MinterEllison's obligations as depositholder may conflict with and override its obligations as the vendor's solicitors; and

(B) depending on the relevant circumstances, as depositholder MinterEllison may in accordance with its obligations as depositholder:

(1) be required to pay the deposit into court;

(2) pay the deposit in accordance with the procedures set out in the LPA; or

(3) retain the deposit until payment is authorised by both parties or until entitlement to the deposit is decided by a court.

(b) The parties release the depositholder from all Claims and Liabilities arising from or in connection with any:

(i) payment of the deposit made by the depositholder in accordance with clause 35.5(a)(ii)(B); or

(ii) misdirection or loss of funds in respect of the intended payment by the purchaser of the deposit (including as a result of any third party fraud or cyber security attacks) where funds are not received by the depositholder except to the extent the misdirection or loss of funds is caused by:

(A) any fraud, wilful misconduct or criminal act of the depositholder or the depositholder's employees, contractors and agents; and

(B) any unreasonable failure of the depositholder or the depositholder's employees, contractors and agents to comply with the valid instructions of the Contractor.

(c) The vendor and the purchaser acknowledge and agree that:

(i) clauses 35.5(a) and 35.5(b) contain promises for valuable consideration made for the benefit of the depositholder (**Third Party Provisions**);

(ii) the Third Party Provisions operate as a deed poll in favour of the depositholder; and

(A) the depositholder:

(B) is taken to have accepted the benefit of the Third Party Provisions; and

(C) may enforce the Third Party Provisions directly against vendor or the purchaser, as the case may be.

## 36. Release of deposit

### 36.1 Release of deposit upon completion

The parties by virtue of completion irrevocably authorise and direct (without need for any further written authority) the depositholder to, as soon as practicable after completion of this contract, disburse the deposit and interest earned on the deposit in accordance with clause 35.3(g).

### 36.2 Release of deposit upon termination

If this contract is terminated due to a party's default, the non-defaulting party irrevocably authorises and directs the defaulting party's solicitor to provide written authority to the depositholder to account to the non-defaulting party for the deposit and the net interest (if any) accrued on investment of the deposit.

### 36.3 No merger

This clause 36 does not merge on completion.

## 37. Payment of deposit by Bank Guarantee

### 37.1 When does this clause apply?

This clause applies only if the purchaser has paid the deposit by way of a Bank Guarantee.

### 37.2 Bank Guarantee provided as deposit

(a) Subject to the balance of this clause, the delivery of the Bank Guarantee on or before the date of this contract, to the Contractor's solicitor will, to the extent of the amount guaranteed under the Bank Guarantee, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.

(b) The vendor acknowledges that payment by the issuer of the Bank Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser’s obligation to pay the deposit under this contract.

### 37.3 Payment of deposit

The purchaser must pay the amount stipulated in the Bank Guarantee to the vendor on the earlier of completion by way of an electronic transfer on the Electronic Workspace or within 2 business

days of the vendor serving a notice on the purchaser claiming forfeiture of the deposit with payment to be made by way of unendorsed bank cheque.

**37.4 Claiming of deposit**

If the purchaser does not comply with clause 37.3 the purchaser is immediately in breach of an essential condition of this contract and the vendor may without notice to the purchaser demand payment of the amount stipulated in the Bank Guarantee from the issuer of the Bank Guarantee.

**37.5 Bank Guarantee to remain valid**

(a) If for any reason the Bank Guarantee is not valid or ceases to be valid and the Contractor serves notice in writing on the purchaser requiring a valid Bank Guarantee to be issued or substituted, or a deposit satisfactory to the Contractor to be provided, the purchaser must deliver to the Contractor a valid Bank Guarantee or satisfactory deposit within 10 business days of the Contractor serving the notice.

(b) If the purchaser does not replace the Bank Guarantee or provide a deposit satisfactory to the Contractor within 10 business days of the Contractor serving the notice, the Contractor is entitled to call on the Bank Guarantee and the proceeds will be held in trust by the Contractor's solicitor and dealt with as a deposit under the terms of this contract.

**37.6 Replacement of Bank Guarantee**

If at any time the Bank Guarantee has an expiry date which occurs earlier than 3 months after the Sunset Date or any extended Sunset Date, the purchaser must replace the Bank Guarantee with either, a bank cheque in favour of the Contractor's solicitors for the deposit, or a replacement Bank Guarantee which has an expiry date occurring at least 3 months after the Sunset Date. The purchaser must replace the Bank Guarantee on written demand by the Contractor. If the purchaser does not replace the Bank Guarantee within 5 business days of receiving the demand, the Contractor is entitled to call on the Bank Guarantee and the proceeds will be held in trust by the Contractor's solicitor and dealt with as a deposit under the terms of this contract.

**37.7 Substitute Bank Guarantee – Replacement beneficiary**

(a) If the Contractor at any time notifies the purchaser in writing that it requires the Bank Guarantee to be reissued to a party other than the Contractor, the purchaser must at the Contractor's expense, have the Bank Guarantee reissued and delivered to the Contractor or its agent within 15 business days of receiving the Contractor's notice in writing. If the purchaser does not replace the Bank Guarantee within 15 business days of receiving the notice, the Contractor is entitled to call on the Bank Guarantee and the proceeds will be held in trust by the Contractor's solicitor and dealt with as a deposit under the terms of this contract.

(b) If the purchaser incurs any cost in reissuing the Bank Guarantee under clause 37.7(a), it may serve a notice on the Contractor of the reasonable costs incurred and the Contractor will pay the purchaser that amount (excluding any interest charged by the issuer) within a reasonable time of receiving details of the reasonable cost.

**37.8 This clause is essential**

It is an essential condition of this contract that the purchaser complies with clauses 37.3, 37.5, 37.6 and 37.7. If the purchaser does not comply with its obligations under those clauses, the Contractor may in its absolute discretion:

(a) terminate this contract and demand payment of the Bank Guarantee; or

(b) treat the non-compliance as a deemed failure to pay the deposit under clause 2.1.

**37.9 This clause applies to replaced or substituted Bank Guarantee**

The provisions of this clause apply to any replaced or substituted Bank Guarantee.

## 38. Guarantee

(a) The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.

(b) In consideration of the vendor and the Contractor entering into this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor and the Contractor:

(i) the payment of all money payable by the purchaser under this contract; and

(ii) the performance of all the purchaser's other obligations under this contract.

(c) The Guarantor:

(i) indemnifies the vendor and the Contractor against any Claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor or the Contractor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract; and

(ii) must pay on demand any money due to the vendor and Contractor under this indemnity.

(d) The Guarantor is jointly and severally liable with the purchaser to the vendor and the Contractor for:

(i) the purchaser's performance of its obligations under this contract; and

(ii) any damage incurred by the vendor or the Contractor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor and the Contractor.

(e) Until the vendor and the Contractor has received all money payable to them under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:

(i) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or the Contractor or liable under a security for money payable by the purchaser or the Guarantor; or

(ii) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor or the Contractor unless the amount the vendor or the Contractor is entitled to will not be reduced as a result.

(f) The Guarantor must pay the vendor and the Contractor on written demand by the vendor or the Contractor all expenses incurred by the vendor in respect of the vendor's and the Contractor's exercise or attempted exercise of any right under this clause.

(g) The Guarantor's obligations are not affected if:

(i) the vendor or Contractor release or enter into a composition with the purchaser;

(ii) a payment made to the vendor or Contractor is later avoided; or

(iii) the vendor or Contractor assign or transfer the benefit of this contract.

(h) If the vendor or Contractor assign or transfer the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.

(i) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:

(i) the grant of any time, waiver, covenant not to sue or other indulgence;

(ii) the release (including without limitation a release as part of a novation) or discharge of any person;

(iii) an arrangement, composition or compromise entered into by the vendor or Contractor, the purchaser, the Guarantor or any other person;

(iv) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;

(v) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;

(vi) payment to the vendor or Contractor, including a payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable; or

(vii) the winding-up of the purchaser.

(j) The Guarantor guarantees to the vendor and the Contractor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor and the Contractor on the due dates if required by the vendor or the Contractor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.

# Part C – Foreign purchasers

## 39. Foreign investment approval

### 39.1 Definitions

In this clause 39, these terms (in any form) mean:

(a) **Act** means the Foreign Acquisitions and Takeovers Act 1975 (Cth), the Foreign Acquisitions and Takeovers Regulations 2015 (Cth) and Australia's Foreign Investment Policy as published on the Foreign Investment Review Board website (www.firb.gov.au) from time to time;

(b) **Cut Off Date** means the date which is 40 days after the contract date as may be extended under this clause 39;

(c) **FIRB Approval** means a no objection notification, made by or on behalf of the Treasurer under the Act and stating that the Commonwealth Government does not object to the transactions contemplated by this contract, either unconditionally or subject to conditions;

(d) **Loss** means all losses (including loss of profit, loss of expected savings, opportunity costs, loss of business (including loss or reduction of goodwill) and damage to reputation), Claims, liabilities, damages, costs, charges and expenses (including tax) of any nature; and

(e) **Treasurer** means the Treasurer of the Commonwealth of Australia.

### 39.2 Application of clause

(a) If "FIRB Approval" section on the front page of this contract is marked "NO" then clause 39.3 applies.

(b) If "FIRB Approval" section on the front page of this contract is marked "YES" then clause 39.4 applies.

(c) Clause 22 is deleted.

### 39.3 Purchaser's FIRB declaration – No

(a) The purchaser warrants at the contract date and again at completion that the purchaser:

(i) is not a foreign person for the purposes of the Act; and

(ii) is not required to give notice to, or obtain approval from, the Treasurer under the Act in respect of the transactions contemplated by this contract.

(b) The warranty in clause 39.3(a) is an essential term of this contract a breach of which entitles the Contractor to terminate.

(c) The purchaser acknowledges that the vendor and the Contractor have has entered into this contract in reliance on this warranty.

(d) The purchaser indemnifies the vendor and the Contractor against any Loss suffered or incurred by the vendor or the Contractor in connection with or arising from a breach of the warranty in clause 39.3(a)

**39.4 Purchaser's FIRB declaration – Yes**

(a) Nothing in this contract constitutes or is otherwise intended to give rise to a binding agreement for the sale and purchase of the property. The parties acknowledge and agree that:

(i) despite any provision to the contrary, the purchaser is not intended to acquire any rights in relation to the property until the purchaser has received FIRB Approval;

(ii) despite any provision to the contrary, no obligation on the vendor to sell, or right of the purchaser to buy the property is of any force or effect until FIRB Approval has been obtained; and

(iii) all other provisions of this contract (other than those described in clauses 39.4(a)(i) and 39.4(a)(ii)) are binding on the parties as at the contract date, including clauses 39.4(b).

(b) The purchaser must, at the purchaser's cost:

(i) within 10 business days of the contract date:

(1) make an application to the Treasurer in accordance with section 81 of the Act in respect of the transactions contemplated by this contract (**Application**);

(2) pay the applicable fee in respect of the Application to the Treasurer; and

(3) provide evidence to the Contractor of the purchaser's compliance with clauses 39.4(b)(i)(1) and 39.4(b)(i)(2), including a copy of the Application;

(ii) use best endeavours to obtain FIRB Approval as expeditiously as possible and in any event on or before the Cut Off Date;

(iii) provide the Treasurer with all information the Treasurer requires (and signing all documentation required) to make a decision under the Act; and

(iv) make payment of all applicable fees in respect to the Application.

(c) The purchaser must serve notice on the Contractor as soon as reasonably practical but in any event no later than 3 business days after:

(i) the purchaser receives FIRB Approval; or

(ii) the purchaser:

(1) receives an indication that the purchaser will not, or may not, obtain FIRB Approval; or

(2) receives formal notification that FIRB Approval will not be obtained; or

(3) the purchaser does not receive FIRB Approval by the Cut Off Date,

including copies of all correspondence in relation to the Application.

(d) Clause 39.4(b) and clause 39.4(c) are essential terms of this contract and a breach of either or both of them entitles the Contractor to terminate.

(e) If the purchaser complies with the purchaser's obligations under clause 39.4(b) and serves a notice as required under clause 39.4(c), then clause 19 applies as if this contract is rescinded, except that the vendor can retain from the deposit any reasonable administration costs incurred by the vendor or the Contractor.

(f) On the Contractor's request, the purchaser must inform the Contractor of the progress of the purchaser's Application.

(g) The purchaser is not required to comply with the provisions of clause 39.4(b) if, within 5 business days of the contract date, the purchaser provides evidence to the satisfaction of the Contractor, that the purchaser does not require FIRB Approval but the purchaser must pay the Contractor's solicitors reasonable legal costs of reviewing that evidence.

(h) If the purchaser complies with the purchaser's obligations under clause 39.4(b) and the purchaser has not received any correspondence from the Treasurer regarding the Application on or before the Cut Off Date, the purchaser may, by written notice to the Contractor, request the Contractor to extend the Cut Off Date.

(i) Upon written request from the purchaser under clause 39.4(h), the Contractor may extend the Cut Off Date by any number of days. The Contractor must act reasonably when considering the purchaser's request under clause 39.4(h) but is not obliged to extend the Cut Off Date.

(j) The purchaser may request an extension of the Cut Off Date under clause 39.4(h) more than once.

(k) The Contractor can, irrespective of whether or not the purchaser has made a request under clause 39.4(h), serve a notice on the purchaser extending the Cut Off Date by any number of days specified in that notice.

(l) The Contractor may issue a notice extending the Cut Off Date under clause 39.4(k) more than once.

## 40. Disputes, claims or disagreements

### 40.1 Purchaser is a Foreign Person

This clause 40 applies when:

(a) the purchaser's address on Page 1 of the contract is located outside Australia; or

(b) the purchaser is a Foreign Person within the meaning of the FIRB Act.

### 40.2 Arbitration

Where the purchaser falls within the class of purchasers described in clause 40.1, then despite any other provision of this contract, any dispute, disagreement, controversy or Claim arising out of, relating to, or in connection with this contract, including any question regarding the existence of the contracts, or the validity, the performance, rescission or termination of either of them, must be resolved by arbitration in accordance with the Australian Centre for International Arbitration Rules; and

(a) the seat of arbitration must be Sydney, Australia; and

(b) the language of the arbitration must be English; and

(c) the number of arbitrators is to be one; and

the arbitration may be determined on the basis of written statements of evidence and submissions and (if both parties agree), without an oral hearing unless the arbitrator determines that an oral hearing is required.

## 41. Foreign resident capital gains withholding payments

(a) In this clause 41, terms have the following meanings:

(i) **Clearance Certificate** means a certificate in respect of the vendor given by the Commissioner under section 14-220 of Schedule 1 of the TA Act;

(ii) **Commissioner** has the meaning given to that term in the TA Act;

(iii) **Variation** means a variation made by the Commission under section 14-235(2) of Schedule 1 of the TA Act;

(iv) **TA Act** means the *Taxation Administration Act 1953* (Cth); and

(v) **Withholding Amount** means the amount that the purchaser is required to pay the commissioner under section 14-200(3) of Schedule 1 of the TA Act.

(b) The Contractor may serve a Clearance Certificate or a Variation.

(c) If the Contractor serves a Clearance Certificate no later than 2 business days before the date for completion then the purchaser must not on completion retain or withhold any amount of the price for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.

(d) If the Contractor serves a Variation no later than 2 business days before the date for completion then the purchaser must on completion only retain or withhold the amount specified in the Variation for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.

(e) If the Contractor does not serve a Clearance Certificate under clause 41(c) then the purchaser must:

(i) serve evidence of a purchaser payment notification to the Australian Taxation Office within 5 business days after completion;

(ii) at completion, produce a settlement cheque in favour of the Commissioner for the Withholding Amount;

(iii) immediately following completion deliver that settlement cheque to the Commissioner; and

(iv) serve evidence of receipt by the Commissioner of payment of the Withholding Amount within 5 business days after completion.

(f) The purchaser indemnifies the vendor and the Contractor against any costs, charges, interest or penalties incurred directly or indirectly as a result of the purchaser's failure to pay the Withholding Amount to the Commissioner in accordance with clause 41(e), except to the extent caused or contributed to by the default, wilful or negligent act or omission of the vendor or the Contractor.

# Part D – Not Used

## 42. Not Used

## 43. Not Used

# Part E – Subdivision documents

## 44. Intention to register certain documents

### 44.1 Documents to be registered

(a) The Community Scheme was established on registration of the Community Plan. The Contractor intends to procure Registration of one or more community plans of subdivision of Community Development Lot 5 in order to create Community Development Lots 10 and 16 in accordance with the Community Development Contract.

(b) The Precinct Scheme was established upon Registration of the Precinct Plan. The Contractor intends, following the creation of Community Development Lots 10 and 16, to procure Registration of the Precinct Plan of Subdivision in order to:

(i) add the land comprising Community Development Lots 10 and 16 to the Precinct Scheme; and

(ii) create Precinct Development Lot 71,

in accordance with the Precinct Development Contract.

(c) Following Registration of the Precinct Plan of Subdivision, and subject to clause 44.2, the Contractor intends to Register the Essential Documentation before completion.

(d) The Contractor may make changes to the Development Site, the property or the Essential Documentation before Registration as the Contractor considers (acting reasonably) necessary or desirable for the Development Site, the property and the Essential Documentation where in forming such view, the Contractor will have regard to:

(i) the benefit and amenity such changes to the Development Site, the property and the Essential Documentation will provide; and

(ii) the ongoing costs and liabilities to be incurred for the property and/or the Development Site in making such changes to the Development Site, the property and the Essential Documentation.

(e) If the Contractor considers (acting reasonably) that a change made by the Contractor is a Material Change then clause 48 or 49 (as applicable) applies.

### 44.2 Unnecessary Documents

The Contractor may decide not to register any Unnecessary Document. The purchaser may not make any Objection because the Contractor decides not to register an Unnecessary Document. For clarity, Unnecessary Documents do not include any Disclosure Document.

## 45. Variations to Essential Documentation

(a) Despite anything to the contrary contained in this contract all lot numbers, street names, boundary positions, measurements and dimensions shown on the Draft Subdivision Plan are provisional and are subject to the measurements and dimensions to be shown on the Subdivision Plan when approved by the Council and Registered.

(b) Before Registration of the Essential Documentation, the Contractor may make changes to the Essential Documentation which the Contractor considers necessary or desirable (acting reasonably), including:

(i) minor road widening, realignment or dedication including changes to any accessways contained within the Community Parcel;

(ii) variation of the proposed boundaries between the lots in the Draft Subdivision Plan and Precinct Plan of Subdivision and Community Property or Subsidiary Body Property;

(iii) increase or reduction in the total number of lots in the Draft Subdivision Plan, including the omission of a lot;

(iv) variation of the dimensions or areas of lots in the Draft Subdivision Plan, including the property;

(v) variation to the location of lots;

(vi) alteration to the lot numbers and street names;

(vii) alteration to the location and size of easements;

(viii) variation to the terms of any easement, restriction on use of land or positive covenant;

(ix) creation of substation or kiosk (or both) leases or easements;

(x) alteration to the location of Services and Services Access Points which may or may not be shown on the Floor Plan;

(xi) variation to the staging of the development on the Development Site; and

(xii) any other change contemplated by this contract, the Community Development Contract and/or the Precinct Development Contract.

(c) Subject to clauses 48 and 49, the purchaser must not make any Objection because of any affectations or amendments to the Essential Documentation referred to in this clause 45, except where the purchaser is entitled to exercise any Purchaser Rights.

## 46. Easements and other rights

### 46.1 Acknowledgments

The purchaser is aware that at the date of this contract all the:

(a) easements, restrictions on use and positive covenants;

(b) leases, agreements and arrangements;

(c) rights and privileges; and

(d) land,

which the Contractor may create, enter into, make, grant or dedicate may not have been created, entered into, made, granted or dedicated.

**46.2 Easements**

(a) The vendor and Contractor disclose that the Draft Community Plan Instrument records the terms and conditions of easements, positive covenants and restrictions on use that, as at the contract date, have been Registered with the Community Plan and Precinct Plan and that the vendor and Contractor anticipate will or may be created in future in respect of the Community Parcel and Precinct Parcel.

(b) The Draft Subdivision Plan Instrument records the terms and conditions of easements, positive covenants and restrictions on use that the vendor and the Contractor anticipate, as at the contract date, will or may be created on registration of the Subdivision Plan.

(c) The registered Instruments will record the terms and conditions of the easements, positive covenants and restrictions on use and identify the lots burdened and the lots and authorities benefitted.

(d) The vendor and Contractor disclose the Draft Subdivision Plan may not identify the location of all easements, covenants and restrictions listed in the associated Draft Subdivision Plan Instrument and the Draft Community Plan Instrument. Where location is shown on the Draft Subdivision Plan, the locations of all easements, covenants and restrictions are not final and are subject to approval by Council or a Governmental Agency and may change.

(e) The vendor and Contractor disclose that the Instruments have been prepared on the basis that they include easements, covenants and restrictions on use for the Community Scheme and the Precinct Scheme and will be created progressively, in stages, as the development is carried out on the Development Site. Some or all of the easements, covenants, restrictions on use, leases and other rights anticipated to be created may:

(i) be created before, after or at the same time as Registration of the Subdivision Plan;

(ii) be created by Registration of:

(A) further community plans of subdivision of Community Development Lots; and/or

(B) further precinct plans of subdivision of Community Development Lots and Precinct Development Lots;

(iii) be released and recreated;

(iv) be created on different plans and instruments and by one of more instruments or dealings, including transfers granting easement;

(v) be created before or after the date of Registration of the Subdivision Plan by another plan and/or instrument and/or transfers granting easements; and

(vi) be Registered before or after the Subdivision Plan and before or after completion.

(f) The vendor and Contractor may create further easements, covenants and restrictions on use and grant additional rights including by way of leases in addition to those set out in the Draft Subdivision Plan and Draft Instruments or in this contract, which the vendor or Contractor:

(i) is required to do to comply with any requirement of a Governmental Agency; or

(ii) considers (acting reasonably) necessary or desirable for the Development Site where, in forming such view, the Contractor will have regard to:

(A) the benefit and amenity the actions described above will provide the property and the Development Site; and

(B) the ongoing costs and liabilities to be incurred for the property and/or the Development Site in the Contractor taking such actions.

(g) Without limiting clause 46.2(f), the vendor and Contractor may create further easements, covenants and restrictions on use and grant additional rights including by way of leases, where the vendor is authorised to do so under the Community Development Contract and/or the Precinct Development Contract.

(h) The vendor and Contractor disclose that:

(i) the Contractor will complete the relevant Instrument prior to registration of the relevant plan;

(ii) further easements may be necessary (or variations, additional matters or conditions imposed) as required by the Contractor (acting reasonably), Council or other authorities;

(iii) the vendor and the Contractor may create easements other than those identified in the Draft Instruments including with other plans or by transfers granting easements; and

(iv) the easements in the Draft Instruments may include amongst other things the right to make installations within the easement site after registration of the Instrument.

### 46.3 No other rescission right

Subject to clauses 48 and 49 the purchaser must not make any Objection because any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is dedicated except where the purchaser is entitled to exercise any Purchaser Rights.

## 47. Representations, warranties and acknowledgments by purchaser

### 47.1 Purchaser representations and warranties

The purchaser represents and warrants that:

(a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties by, the vendor, the Contractor, the vendor's agent or the Contractor's agent, or persons on behalf of the vendor or Contractor about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract (including those in clause 60);

(b) the purchaser has obtained appropriate independent advice on and is satisfied about:

(i) the purchaser's obligations and rights under this contract; and

(ii) the nature of the property and the purposes for which the property may be lawfully used;

(c) the purchaser was not introduced to the vendor, the Contractor or the property directly or indirectly through or by any real estate agent other than the agent named on the front page; and

(d) the purchaser has not entered into this contract as a trustee of a trust.

**47.2 Purchaser Acknowledgments**

The purchaser acknowledges that the vendor and the Contractor have entered into this contract on the basis that the representations and warranties contained in clause 47.1 are true and not misleading.

## 48. Replacement of documents and plans

**48.1 Vendor and Contractor may change**

The purchaser is aware that before the Essential Documentation is Registered, the vendor and Contractor may:

(a) make alterations to the Development Site, the property, a Disclosure Document or any Other Document; and

(b) register any easement or other encumbrance on the Development Site or the property shown on a Disclosure Document or Other Document or otherwise disclosed or contemplated in this contract, including under clause 46.

**48.2 Service of Notice of Changes or Replacement Document**

At any time before the Contractor serves the Registration Notice (and where applicable within the time frame set out in Division 10), the Contractor may serve a:

(a) Notice of Changes in relation to a Disclosure Document; or

(b) a replacement for any Other Document attached to this contract.

**48.3 Annexure of Replacement Document**

From and including the day of service of a Replacement Document, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract and (if applicable) the Disclosure Statement.

**48.4 No objection to Replacement Document**

Subject to 48.5, the purchaser must not make any Objection as a result of a Replaced Document being replaced by a Replacement Document except where:

(a) the purchaser is entitled to exercise any Purchaser Rights; or

(b) a Replaced Document being replaced by a Replacement Document detrimentally affects the property to a substantial extent (when compared with the purchaser's position as at the contract date as represented in this contract).

**48.5 Difference between Replaced Document and Replacement Document**

(a) If a change notified in a Notice of Changes is a Material Change to a Disclosure Document, the purchaser may, within the time frame set out in Division 10, rescind under Division 10 or make a claim under the Conveyancing Regulation by written notice to the Contractor.

(b) In relation to Other Documents, if a Replaced Document is an Other Document and there is a difference between the Replaced Document and the corresponding Replacement Document detrimentally affects the property to a substantial extent (when compared with the purchaser's position as at the contract date as represented in this contract), the purchaser may, within 14 days after service of the Replacement Document (time being of the essence), rescind by written notice to the Contractor.

(c) The right of rescission conferred by clause 48.5(b) cannot be exercised in relation to:

(i) changes to, or the creation of, the matters described in clauses 45 and 46 of which notice has already been served upon the purchaser;

(ii) any amendments arising from those matters disclosed in or contemplated by this contract; and

(iii) any amendments arising from those matters disclosed in or contemplated by the Community Development Contract and the Precinct Development Contract.

(d) The provisions of this clause 48 do not affect the Purchaser Rights and are to be read subject to the Purchaser Rights.

## 49. Differences between certain Draft and Registered Documents

**49.1 Service of Registered Documents**

(a) Before completion, the Contractor must serve copies of the Registered Documents on the purchaser, which may be served electronically by attachment to an email or by providing the purchaser with a hyperlink to a portal containing copies of the Registered Documents.

(b) The purchaser accepts the form of service of the Registered Documents described in clause 49.1(a).

**49.2 Difference between Draft Document and Registered Document**

(a) If there is a difference between the Registered Documents and a Disclosure Document that is a Material Change, the purchaser may, within the time frame set out in Division 10, rescind under Division 10 or make a claim under the Conveyancing Regulation by written notice to the Contractor.

(b) In relation to Other Documents, the purchaser must not make any Objection because there is a difference between a draft Other Document and the corresponding Other Document unless the difference detrimentally affects the property to a substantial extent, in which case, subject to clause 49.2(a), the purchaser may within 7 days of the

purchaser's receipt of the Registration Notice (time being of the essence) rescind by written notice to the Contractor.

(c) The parties agree that any reduction in area of the property or the Building of less than 5 percent is not a Material Change or a detrimental effect on the property and the purchaser has no right to make an Objection in respect of that reduction in area.

(d) Nothing in this clause 49.2 affects the Purchaser Rights, including the right to make a claim under the Conveyancing Regulation or to rescind under Division 10, nor the obligation of the Contractor to serve a Notice of Changes under Division 10, and this clause is to be read subject to the provisions of the Conveyancing Regulation and Division 10 (as applicable).

**49.3 Exception to rescission right in clause 49.2(b)**

(a) The right of rescission conferred by clause 49.2(b) cannot be exercised in relation to:

(i) changes to, or the creation of, the matters described in clauses 45 and 46 of which notice has already been served upon the purchaser;

(ii) any amendments arising from those matters disclosed in or contemplated by this contract; and

(iii) any amendments arising from those matters disclosed in or contemplated by the Community Development Contract and the Precinct Development Contract.

(b) The purchaser has no right to make an Objection under clause 49.2(b) in respect of any matter arising from or contemplated in clause 45.

## 50. Community Scheme

**50.1 Not Used**

**50.2 Application of clause 11**

Clause 11 does not apply to any work order with which the Community Association must comply.

**50.3 Application of clause 18.4**

Clause 18.4 does not apply to any risk against which it is the responsibility of the Community Association to insure.

## 51. Precinct Scheme

**51.1 Adjustments**

(a) The vendor and the purchaser must adjust under clause 14, on a unit entitlement basis, regular periodic contributions to the administrative fund and the capital works fund of the Precinct Scheme and any regular payment under the Precinct Management Statement.

(b) The vendor and the purchaser must adjust under clause 14, on a unit entitlement basis, any Normal Expenses of the Precinct Scheme paid by the vendor or the Contractor that have not been and will not be reimbursed to the vendor or the Contractor at or after completion.

(c) The vendor and the Contractor disclose and the purchaser acknowledges it is aware that the vendor or the Contractor and the Precinct Association will adjust, at a time agreed to be appropriate and on a unit entitlement basis, any Normal Expenses of the Precinct Association paid by the vendor or the Contractor which were not reimbursed to the vendor or the Contractor after registration of the Precinct Plan of Subdivision and/or Subdivision Plan.

**51.2 Unit entitlements**

(a) The Contractor discloses that the Draft Subdivision Plan does not include unit entitlements. Prior to registration of the Subdivision Plan, the Contractor will complete the schedule of unit entitlements in accordance with the Community Land Development Act.

(b) The purchaser agrees that the final unit entitlement for the property will be binding and conclusive and the purchaser must not make an Objection for any reason associated with the schedule of unit entitlements endorsed on the Subdivision Plan or Precinct Plan of Subdivision.

**51.3 Application of clause 11**

Clause 11 does not apply to any work order with which the Precinct Association must comply.

**51.4 Application of clause 18.4**

Clause 18.4 does not apply to any risk against which it is the responsibility of the Precinct Association to insure.

**51.5 Notice under section 20 of the Community Management Act**

(a) Before completion, the purchaser must submit a notice in duplicate under section 20 of the Community Management Act signed by the purchaser.

(b) The vendor must sign both copies of the notice and on completion insert the date of delivery of the transfer.

(c) The vendor must give one copy of the notice to the Precinct Association and the other copy to the purchaser.

**51.6 Certificates and inspections under section 171 of the Community Management Act**

(a) The vendor authorises the purchaser to:

(i) apply for any certificate available from the Precinct Association under section 171 of the Community Management Act; and

(ii) apply for and make inspections available from the Precinct Association under section 171 of the Community Management Act.

(b) Not less than 5 business days before completion the vendor or the Contractor must give the purchaser a certificate under section 171 of the Community Management Act in respect of the Precinct Scheme. The purchaser must pay for these certificates on completion.

# Part F – The Works and the Property

## 52. Construction of Building

### 52.1 Construction

Before completion, the Contractor must cause the Building to be constructed in a proper and workmanlike manner and generally in accordance with the Development Consent and the Floor Plan.

### 52.2 Differences between Floor Plan and layout of the Building

(a) The purchaser may not make any Objection because there is a difference between the layout of Building as shown in the Floor Plan and the Building as actually constructed, including, without limitation a difference in the lay-out of the interior of the Building, unless the difference detrimentally affects the property to a substantial extent, in which case, the purchaser may rescind by written notice to the Contractor within 14 days after the earlier to occur of the day when the Contractor serves notice of the difference or the day that the Contractor serves the Registration Notice. If the purchaser does not rescind within that time, the right of rescission lapses immediately.

(b) Nothing in clause 52.2(a) affects or limits clause 49.2(c) or the Purchaser Rights.

## 53. Finishes and vendor's obligations to repair defects

### 53.1 Installation of items included

(a) The Contractor must use reasonable endeavours to ensure that, subject to clause 53.2:

(i) the finishing of the property when constructed is generally in accordance with the Schedule of Finishes and the Finishes and Upgrade Selection Form; and

(ii) the items as specified in the Schedule of Finishes and the Finishes and Upgrade Selection Form are installed in the property.

(b) The purchaser accepts the Inclusions in their present state and condition as at completion, subject only to the purchaser's rights under clause 53.2.

### 53.2 Changes to Schedule of Finishes and Finishes and Upgrade Selection Form

Without notice to the purchaser (unless notice is required under Division 10), the Contractor may change:

(a) any finish specified in the Schedule of Finishes and Finishes and Upgrade Selection Form to another finish of equivalent or better quality; and

(b) any item to be installed in the property as specified in the Schedule of Finishes and Finishes and Upgrade Selection Form to another item of equivalent or better quality,

and the purchaser acknowledges and agrees that any change in accordance with this clause 53.2 is not a Material Change. Nothing in this clause 53.2 affects the Purchaser Rights, including the right to make a claim under the Conveyancing Regulation or to rescind under Division 10, nor the

obligation of the Contractor to serve a Notice of Changes under Division 10, and this clause is to be read subject to the provisions of the Conveyancing Regulation and Division 10 (as applicable).

**53.3 Nature of certain finishes**

The purchaser acknowledges and agrees that:

(a) where natural materials, reconstituted materials, timber flooring or tiles or carpet are used for floor coverings, wall coverings, cabinetry or counter tops, the normal use of those materials may result in changes in the colour, appearance or finish of these materials;

(b) in particular, these materials may:

(i) exhibit variations from the sample exhibited;

(ii) exhibit variations between different areas of the finished product, in shade, colour, texture, surface finish, markings, or the like and may contain natural fissures, occlusions, lines, indentations or the like;

(iii) expand, contract or distort over time as a result of exposure to heat, cold, weather or the like;

(iv) mark or stain if exposed to certain substances;

(v) be damaged or disfigured by impact or scratching or other mechanical means; or

(vi) if plush (cut) pile carpet is installed in the property a phenomenon known as “Permanent Pile Reversal Shading” (also known as “water marking”) may randomly appear in the carpet due to reversal of the pile direction; and

(c) the matters referred to in this clause 53.3 are not defects or faults and the purchaser must not make any Objection, as a result of the occurrence of any matter referred to in this clause 53.3.

**53.4 Disagreement regarding Schedule of Finishes and Finishes and Upgrade Selection Form**

If there is any disagreement in connection with any finish or item installed in the property:

(a) the purchaser may not make any Objection; and

(b) either the Contractor or the purchaser may within 10 business days after completion refer the disagreement to an Expert Determinator.

**53.5 Finishes and Upgrade Selection Form**

(a) On the making of this contract, the purchaser:

(i) must select an available Internal Colour Scheme; and

(ii) may select an upgrade selection from the Contractor's available upgrade options,

as shown in the Finishes and Upgrade Selection Form.

(b) The selections made by the purchaser must be in writing and signed by the purchaser using the Finishes and Upgrade Selection Form.

(c) Where the purchaser has selected an upgrade for the property, the purchaser acknowledges that:

(i) the upgrade is at the cost of the purchaser and the cost of the selected upgrade has been included as part of the price shown on the front page of this contract;

(ii) any disclosures, disclaimers, terms and conditions on any upgrade selection forms part of this contract; and

(iii) subject to the Purchaser Rights and any applicable law which cannot be excluded, the purchaser cannot make any Objection because of any disclosures, disclaimers, terms and conditions applicable to any upgrade selection.

(d) If the purchaser does not make the selection of the Internal Colour Scheme on the making of this contract in accordance with this clause 53.5, the Contractor will select the Internal Colour Scheme to be used at the property and the purchaser will not be entitled to make any Objection by reason of the Contractor's selection of the Internal Colour Scheme, except where the purchaser is entitled to exercise any Purchaser Rights.

(e) If the purchaser does not make an upgrade selection on the making of this contract in accordance with this clause 53.5, no upgrades will apply for the property.

## 54. Substitution of Stone Products

### 54.1 Interpretation

In this clause 54:

(a) **Approval** means all approvals relating to the Development Site, including the Development Consent;

(b) **Silica Products** means any building material containing crystalline silica; and

(c) **Silicosis Risk** means the risk of a person developing silicosis or other health related risk caused by, or associated with, the cutting, grinding or polishing of products containing crystalline silica.

### 54.2 Acknowledgement

The purchaser acknowledges that as of February 2023, there is a national heightened awareness of and ongoing investigations (including by Government) into understanding Silicosis Risk and how it can be mitigated.

### 54.3 Contractor’s right to substitute Silica Products

(a) The purchaser acknowledges and agrees that:

(i) where the builder or its contractors are exposed to Silicosis Risk which in the Contractor’s assessment cannot be reasonably managed; or

(ii) if required to comply with any relevant law, order, notice, Approval or requirement of any Governmental Agency or any trade union in respect of types of Silica Products and managing or mitigating Silicosis Risk,

the Contractor may, by notice in writing to the purchaser, approve variations to the Schedule of Finishes for the property (including as varied by any Finishes and Upgrade Selection Form validly submitted by the purchaser) to substitute some or all Silica Products with building materials (including different product with lower silica content or other low silica material) of comparable aesthetic quality and functionality (as determined by the Contractor's appointed architect for the project (acting reasonably)).

(b) The purchaser acknowledges and agrees that:

(i) any documents, images or marketing material produced by the Contractor in connection with marketing the property may show Silica Products but these are indicative only, and may not represent the final product; and

(ii) the Contractor makes no representation and gives no warranty that any Silica Product detailed in the Schedule of Finishes for the property (including as varied by any Finishes and Upgrade Selection Form validly submitted by the purchaser) will be constructed or delivered.

### 54.4 No Objection

The purchaser cannot make any Objection because of any matter stated in this clause 54, except where the purchaser is entitled to exercise any Purchaser Rights.

## 55. Pre-settlement inspection

(a) The purchaser may inspect the condition of the property at any reasonable time determined by the Contractor (acting reasonably) prior to completion by making an appointment with the Contractor.

(b) The purchaser acknowledges that the Contractor reserves the right (acting reasonably) to:

(i) set the time and date of the purchaser's inspection appointment;

(ii) limit the time spent during an inspection appointment;

(iii) limit the number of persons attending an inspection appointment; and

(iv) limit the purchaser's inspection opportunity to a single inspection appointment.

(c) If the purchaser wishes to have the property inspected by a consultant, including a valuer on behalf of a financier, or any other person, the purchaser must arrange for those consultants or other persons to attend the appointed pre-settlement inspection.

## 56. Defects

### 56.1 Notice of Defects

(a) The parties acknowledge and agree that:

(i) before completion, the purchaser may only serve a notice in respect of any Defects where such Defects make the property uninhabitable in which event the Contractor must procure remedy of those defects before completion; and

(ii) after completion, the purchaser is entitled to serve a notice in respect of any other Defects in accordance with clause 56.2(b).

(b) An Occupation Certificate (issued by a qualified person) is conclusive evidence that there are no Defects which make the property uninhabitable except in the case of manifest error.

**56.2 Notice and remedy of Defects**

(a) Subject to clauses 56.1(b), 56.2(b), and 56.2(c) the Contractor must procure remedy in a proper and workmanlike manner of any Defects of which the purchaser serves notice under clause 56.2(b) within a reasonable time after the expiration of the Defects Period, where such time will be determined in the Contractor's opinion (acting reasonably) having regard to:

(i) the nature and extent of the Defects;

(ii) the extent to which the Defect affects the purchaser's use and amenity of the property; and

(iii) the availability and cost of services and materials required to remedy the Defect.

(b) The purchaser acknowledges and agrees that:

(i) to ensure Defects are remedied in a time and cost efficient manner, the purchaser must carry out a thorough inspection of the property and must use all reasonable endeavours to collate a comprehensive list of any alleged Defects after completion;

(ii) other than a notice served under clause 56.1(a)(i), the purchaser must use all reasonable endeavours to only serve 1 notice of any Defects before the expiration of the Defects Period.

(c) The purchaser acknowledges and accepts that:

(i) some of the materials used in the property (particularly in finishes and fittings) may comprise natural products (such as stone, timber and the like);

(ii) these materials may exhibit variations:

(A) from any sample exhibited or shown to the purchaser prior to completion; and

(B) between different areas of the finished product,

in shade, colour, texture, surface finish, markings, or the like and may contain natural fissures, occlusions, lines, indentations or the like;

(iii) these materials may fade, warp, scratch, expand, contract or distort over time whether as a result of exposure to heat, cold, weather or the like or otherwise;

(iv) these materials may mark or stain if exposed to certain substances by the purchaser or stain or fade over time;

(v) these materials may be damaged or disfigured by impact or scratching or other mechanical means by the purchaser;

(vi) if plush (cut) pile carpet is installed in the property a phenomenon known as "Permanent Pile Reversal Shading" (also known as "water marking") may randomly appear in the carpet due to reversal of the pile direction;

(vii) a phenomenon known as “glancing light” may occur in the property which is where light hits a painted surface at an acute angle and casts shadows that highlight any surface irregularities; and

(viii) the matters referred to in this clause 56.2(c) are natural occurrences which are not Defects.

(d) The purchaser acknowledges and agrees that:

(i) the Contractor may provide the purchaser with a manual, schedule and/or other form of communication setting out information, instructions and requirements regarding maintenance and upkeep of the property and fittings, fixtures or improvements within or comprising part of the property (together, the **Maintenance Manual**); and

(ii) if the Contractor provides the purchaser a Maintenance Manual then any thing arising in the property in connection with a failure to comply with instructions and requirements included in the Maintenance Manual does not constitute a Defect and the purchaser cannot make an Objection as a result of the existence or occurrence of that thing.

**56.3 Disagreement regarding defects**

(a) If there is any disagreement in connection with this clause 56 either the Contractor or the purchaser may refer the disagreement to an Expert Determinator.

(b) The Expert Determinator will act as an expert and not as an arbitrator and the Expert Determinator’s decision will be final, conclusive and binding on the parties.

(c) The costs of the Expert Determinator must be paid as the Expert Determinator decides, but if the Expert Determinator does not make a decision about costs, then the costs must be paid by the Contractor if the Expert Determinator decides in favour of the purchaser, and by the purchaser in all other cases.

**56.4 No merger**

(a) Rights under this clause 56 continue after completion whether or not other rights continue.

(b) The purchaser must not make a claim or requisition or rescind or terminate this contract as a result of the existence or occurrence of any of the matters set out in this clause 56 except where:

(i) the purchaser is entitled to exercise and rights Purchaser Rights; or

(ii) the damage or disfigurement of the type referred to in clause 56.2(c) is due to the Builder's poor workmanship.

**56.5 Manufacturer’s warranties**

(a) Within one month of completion, the Contractor will hand to the purchaser any manufacturers’ warranties in respect of any fixtures, fittings, or plant installed by or on

behalf of the Contractor in the Building together with any warranties in respect of the workmanship involved in their installation as are reasonably obtainable by the Contractor.

(b) Where the manufacturers' warranties are not personal, the vendor is taken to have assigned the manufacturers' warranties to the purchaser by virtue of completion.

## 57. Compulsory acquisition

(a) If the vendor or the Contractor receive a notice of intention to compulsorily acquire the whole or part of the Development Site and the Contractor determines (acting reasonably) that as a result of that compulsory acquisition it is unable or undesirable to proceed with the development of the Development Site in a format that includes the property as sold under this contract the Contractor may rescind this contract by written notice to the purchaser. When forming such a view, the Contractor will (acting reasonably) have regard to:

(i) the design requirements of the property and the Development Site; and

(ii) the ability to deliver the property and/or the Development Site at the cost the Contractor originally budgeted.

(b) If the Contractor elects to rescind under clause 57(a):

(i) the contract is rescinded from the date the purchaser receives the Contractor's notice of rescission;

(ii) the vendor and the Contractor must return any deposit (together with full interest earned on the deposit) or Bank Guarantee to the purchaser within 14 days after the date of rescission; and

(iii) the purchaser must not make a claim for compensation from the vendor or the Contractor in relation to the compulsory acquisition or rescission of this contract pursuant to clause 57.

## 58. Consumer Building Guide

The purchaser acknowledges that, before the date of this contract, the purchaser received a copy of the Consumer Building Guide published by the Department of Fair Trading.

## 59. Not used

## 60. Not used

## 61. Disclosures in relation to the property and the Development Site

The vendor and the Contractor disclose to the purchaser as follows:

### 61.1 Termite control measures

(a) To ensure the continued effectiveness of the termite control measures, the purchaser must:

(i) have the Building inspected at least annually by an appropriate expert in termite control; and

(ii) when necessary, follow the advice of or measures recommended by that expert.

(b) If the purchaser transfers the property, the purchaser must:

(i) notify any transferee of the requirements of this clause and require the transferee to notify any subsequent purchasers of the property of the requirements of this clause; and

(ii) indemnify the vendor and the Contractor in relation to any future Claims for termite damage to the Building if the purchaser fails to comply with clause 61.1(b)(i).

(c) For the purposes of this clause **termite control measures** means the preconstruction termite control measures carried out by the vendor for the protection of the Building from subterranean termites in accordance with the relevant Australian Standards.

### 61.2 Statement regarding Smoke Alarms for building to be constructed

The Building will comply with all laws and any Development Approval conditions about the installation of smoke alarms or smoke detection and alarm systems.

### 61.3 National Broadband Network connections

Provision for internet via the National Broadband Network will be provided by way of a data point in the property. Access to the internet via this data point is subject to availability and where available the purchaser will be responsible for arranging a connection with an internet service provider and payment of all connection and on-going service fees.

### 61.4 On-site basins

There are five on-site stormwater detention basins located within the Community Parcel and on Community Property. The land on which the on-site stormwater detention basins are located are subject to easements, covenants and/or restrictions on use which the Community Association must comply with.

### 61.5 Substations

There will be up to eight electrical substations located within the Community Parcel. The substations will be located on Community Property, on Community Development Lots (excluding the property) or on Precinct Property. The land on which the substations are located is likely to be burdened by easements, covenants and/or restrictions on use which the owner of the relevant land (which may include the Community Association and/or the Precinct Association) must comply with.

### 61.6 Construction

The Contractor:

(a) proposes to carry out the Development Activities on the Development Site;

(b) may carry out any form of building work or ancillary work to or associated with the building work and installation of services on the Development Site; and

(c) may carry out any form of other works which the Contractor in its absolute discretion considers necessary.

**61.7 Architectural and Landscape Design Guidelines**

(a) A copy of the Architectural and Landscape Design Guidelines for the Community Association and Precinct Association are attached to the Community Management Statement which is attached to this contract. The Community Management Statement provides that the vendor, the Community Association and/or the Precinct Association may prescribe and amend the Architectural and Landscape Design Guidelines.

(b) The purchaser acknowledges and agrees that:

(i) the Architectural and Landscape Design Guidelines contain restrictions and directions in relation to the property; and

(ii) by-law 4.2 of the Community Management Statement states that *"Works may be carried out without the consent of the Community Association if they comply with the Community Management Statement and the Architectural and Landscape Design Guidelines*; and

(iii) by-law 4 of the Community Management Statement prescribes the steps the purchaser is required to undertake and comply with when undertaking any building works and or alterations to a dwelling on the property.

**61.8 Development of Community Parcel and Precinct Parcel**

(a) The Contractor discloses that:

(i) the Contractor intends (but is not obliged) to carry out Development Activities in stages;

(ii) the Contractor intends to carry out Development Activities on the Community Parcel and Precinct Parcel which may result in noise, dust, vibration and disturbance to occupiers of the Development Site;

(iii) the timing for commencement and completion of each stage of the development of the Community Parcel and Precinct Parcel is unknown at the date of this contract but will be determined by the Contractor in its absolute discretion;

(iv) the number and configuration of the Community Development Lots in the Community Plan and Precinct Development Lots in the Precinct Plan may change as contemplated in the Community Development Contract and Precinct Development Contract;

(v) the Draft Community Plan Instrument may not identify all easements, covenants and restrictions to be created for the Development Site or any part of it;

(vi) further easements, covenants and restrictions may be necessary (or variations, additional matters or conditions imposed), including with other plans or by transfers granting easements, as required by the vendor, the Contractor, Council or a Governmental Agency;

(vii) the easements, restrictions on use or positive covenants shown in the Draft Community Plan Instrument have not at the date of this contract been approved by the Council or a Governmental Agency; and

(viii) the easements in the Draft Community Plan Instrument may include the right to make installations within the easement site after registration of the easement.

(b) To enable the development of the Community Parcel and Precinct Parcel to be carried out in stages:

(i) each stage of the development and each subdivision or consolidation may require development consent by the relevant authority and changes to meet those requirements may be required to the Community Plan, Precinct Plan, further community plans of subdivision (as contemplated in the Community Development Contract) and precinct plans of subdivision (as contemplated in the Precinct Development Contract);

(ii) the Contractor may attach structures and Services (and install further services) to structures and Services previously constructed or installed in or on the Community Property and Precinct Property; and

(iii) the Contractor may require the Community Association to:

(A) register a later prescribed diagram showing new service lines in the manner provided for in section 36 of the Community Land Development Act; and

(B) do all things necessary to:

(1) enable registration of further plans of subdivision or consolidation,

(2) effect severance of a lot from the Community Parcel;

(3) effect the addition of a lot to the Community Parcel; and

(4) effect the dedication of any part of the Community Parcel to Council or another Governmental Agency; and

(C) do all things necessary to effect the registration of any dealing required to be registration in connection with a matter referred to in this clause 61.8.

**61.9 Community Development Lots and Precinct Development Lots**

(a) The Community Development Lots and Precinct Development Lots, either before or after the Contractor has carried out Development Activities on them, may be consolidated, severed from the Community Parcel, dedicated, resumed, further subdivided by a community plan of subdivision, subdivided by a precinct plan, subdivided by a strata plan, or sold by the vendor.

(b) The unit entitlements for the Community Development Lots and Precinct Development Lots will be calculated in accordance with the Community Land Development Act and the Community Land Management Act, and may be adjusted as a result of changes made pursuant to clause 61.9(a).

### 61.10 Use of Community Property and Precinct Property by the Contractor

(a) The Contractor intends to use the Community Property in the manner permitted in the Community Management Statement and the Community Development Contract to carry out Development Activities and exercise rights conferred in the Community Management Statement and the Community Development Contract.

(b) The Contractor intends to use the Precinct Property in the manner permitted in the Precinct Management Statement and the Precinct Development Contract to carry out Development Activities and exercise rights conferred in the Precinct Management Statement and the Precinct Development Contract

### 61.11 Boundary adjustments

The Contractor may procure registration of a boundary adjustment plan under section 18 of the Community Land Development Act during the course of the development of the Community Parcel.

### 61.12 Adjustments to notifications on titles

(a) Following completion, the vendor or the Contractor may extinguish easements benefiting Community Property or Subsidiary Body Property which are no longer necessary.

(b) The Contractor discloses that:

(i) easements, restrictions on use or positive covenants over other Community Development Lots in the Community Parcel and over other Precinct Development Lots in the Precinct Plan and Subdivision Plan may be required to be created, varied or released by a Governmental Agency or Council;

(ii) some of the easements, restrictions on use or positive covenants shown in the Draft Community Plan Instrument and Draft Subdivision Plan Instrument have not as at the date of this contract been approved by Governmental Agencies or Council; and

(iii) easements, restrictions on use or positive covenants benefiting or burdening parts of the Community Property and Precinct Property may be required to be created, varied or released in order to give effect to the development of the Community Parcel and Precinct Parcel.

(c) The purchaser must not vote at any meeting of the Community Association and Precinct Association (nor procure any other person to vote at any such meeting) in any manner that would prevent or delay the Contractor carrying out its obligations to create, vary or release any easements, restrictions or positive covenants required by any Governmental Agency or Council or to perfect the title to the property, any Subsidiary Body Property or any Community Property.

(d) The Contractor may require the Community Association and Precinct Association to do all things necessary to enable registration of plans, instruments or dealings which are required to give effect to any matter referred to in clauses 61.8 to 61.12 (both inclusive).

### 61.13 Address of the property and letterbox

The vendor and Contractor discloses that on completion:

(a) the street address for the property may differ from the street address shown on the Floor Plan and the contract; and

(b) the location of the letterbox for the property may differ from the location of the letterbox shown on the Floor Plan.

**61.14 Development Consent authority requirements**

(a) Conditions may be imposed by the Council or other relevant Governmental Agencies in respect of the subdivision consents under the EPA Act, the *Local Government Act 1993* or the Community Land Development Act that are required to be obtained for the Registration of the Essential Documentation.

(b) The Contractor may make changes to the Essential Documentation or any Other Document to comply with any conditions referred to in clause 61.14(a).

(c) If the Contractor makes a change to a document pursuant to clause 61.14(b) that is a Material Change or which has a detrimental effect on the property then clauses 48 or 49 apply (as applicable).

**61.15 Modifications to the Development Consent**

(a) The purchaser acknowledges that the Contractor may desire or the development may require the modification of the Development Consent (on one or more occasions) including modifications under section 4.55 of the EPA Act.

(b) Without limiting clause 61.15(a), the Contractor intends to seek modification of the Development Consent, amongst other things, in respect of:

(i) changing fence types in the Development as shown in the Discovery Centre;

(ii) the service layouts in backyard of a Lot;

(iii) changes to roof colour of the Building from dark to medium as shown in the Discovery Centre;

(iv) amendments to the front door design as shown in the Discovery Centre;

(v) the garbage bin enclosures as shown in the Discovery Centre;

(vi) replacing 'rendered cladding' with rendered 'Hebel' as shown in the Discovery Centre; and

(vii) change from 'Zinc cladding' to 'Colorbond Woodland Grey' as shown in the Discovery Centre.

(c) The Contractor is not required to:

(i) disclose to the purchaser; or

(ii) obtain the approval of the purchaser in relation to,

any modification to the Development Consent including those described in clause 61.15(b).

**61.16 Voluntary Planning Agreement**

(a) The Contractor notes that there are 2 voluntary planning agreements registered on the folio of the current Development Site (**VPAs**) pursuant to Section 7.6 of the EPA Act which are not a prescribed document under Section 52A of the Conveyancing Act.

(b) The VPAs deal with matters with Governmental Agencies in relation to development contributions.

(c) The vendor and the Contractor may, in their absolute discretion, agree to variations of the VPAs.

(d) The vendor and Contractor disclose that the VPAs may remain on the title for the Community Property, the Precinct Property, the Community Development Lots and/or Precinct Development Lots which may include the property on and after completion until such time as the works required by the relevant VPA are complete (including in relation to the Development Site or otherwise within the land comprised in the Community Plan).

(e) The Contractor agrees to use all reasonable endeavours to have the VPAs which are recorded on the title to the Community Property, the Precinct Property, the Community Development Lots and/or Precinct Development Lots which may include the property removed from that title at its own cost following completion of the works referred to in clause 61.16(d).

(f) The purchaser must not make any Objection in relation to anything disclosed in this clause or if the VPAs are recorded on the title to the property, Community Property, the Precinct Property, the Community Development Lots and/or Precinct Development Lots on completion, except where the purchaser is entitled to exercise any Purchaser Rights.

**61.17 EPBC Referral**

(a) The vendor and Contractor disclose the Development Site is affected by the *Environment Protection and Biodiversity Conservation Act 1999* (NSW) (**EPBC**) and the vendor has received approval to carry out Development Activities on the Development Site on the conditions set out in the EPBC Approval.

(b) The EPBC Approval imposes obligations on the vendor and future owners including the Community Association to comply with the Vegetation Management Plan and by implementing the Vegetation Management Plan, achieve the following environmental outcomes:

(i) protecting the areas of Blue Gum High Forest threatened ecological community where it occurs on the Development Site;

(ii) maintaining and improving the condition of Blue Gum High Forest on the Development Site through removal of weeds and assistive regeneration with local provenance stock of species comprising Blue Gum High Forest; and

(iii) preventing any avoidable harm to protected matters and mitigating unavoidable and accidental harm to protected matters,

and the purchaser is directed to the Community Management Statement.

(c) The vendor and Contractor further disclose that the copy of the Vegetation Management Plan which is attached to this contract has been endorsed by the Department of Climate Change, Energy, the Environment and Water as part of the EPBC Approval and approval by Council.

**61.18 Additional Community Property**

(a) Additional Community Property may be created after registration of the Community Plan.

(b) The additional Community Property may be:

(i) a conversion of a Community Development Lot to Community Property;

(ii) association property of a Subsidiary Scheme within the Community Scheme the use of which is restricted in favour the Community Association; or

(iii) provided by way of easements benefiting the Community Property.

(c) The unit entitlements for the Community Development Lots may be adjusted as a result of the creation of additional Community Property in accordance with the Community Land Development Act and the Community Land Management Act.

(d) The purchaser must not vote at any meeting of the Community Association (nor procure any other person to vote at any such meeting) in any manner that would prevent or delay the vendor or Contractor in creating additional Community Property.

(e) The Contractor may require the Community Association to do all things necessary to enable Registration of plans of subdivision, to effect the conversion of a lot to Community Property or to record registration of an instrument or other dealings at the LRS from time to time.

**61.19 Additional Precinct Property**

(a) Additional Precinct Property may be created after registration of the Precinct Plan and Subdivision Plan.

(b) The additional Precinct Property may be:

(i) a conversion of a Precinct Development Lot to Precinct Property; or

(ii) provided by way of easements benefiting the Precinct Property.

(c) The unit entitlements for the Precinct Development Lots may be adjusted as a result of the creation of additional Precinct Property in accordance with the Community Land Development Act and the Community Land Management Act.

(d) The purchaser must not vote at any meeting of the Precinct Association (nor procure any other person to vote at any such meeting) in any manner that would prevent or delay the vendor or Contractor in creating additional Precinct Property.

(e) The Contractor may require the Precinct Association to do all things necessary to enable Registration of plans of subdivision, to effect the conversion of a lot to Precinct Property or to record registration of an instrument or other dealings at the LRS from time to time.

**61.20 Use of roads**

(a) Roads in and around the Development Site may be closed or gated and access restricted (but not to the property) whilst the Contractor undertakes Development Activities on and around the Development Site.

(b) As at the contract date, it is the Contractor's intention to progressively construct roads in and around the Development Site in conjunction with the staged development of the Development Site and to convert those roads to Community Property on a progressive basis.

(c) The Contractor may not complete the final seal of the roads until construction of the last house in the Development Site has been completed by the Contractor.

(d) The Contractor may make changes to roads in and around the Development Site as a result of conditions imposed by the Council and/or any Governmental Agency.

**61.21 Discovery Centre**

(a) The vendor and Contractor disclose that:

(i) a sales centre and display home (**Discovery Centre**) has been constructed within the Development Site; and

(ii) certain parts of the Development Site may be used as a car park in association with the use of the Discovery Centre.

(b) The period of use of the Discovery Centre will be determined by the Contractor and the relevant Council consent. During the use of the Discovery Centre as a display home/sales office, the purchaser acknowledges that there may be periods of heavier traffic use (pedestrian and vehicle) and parking in the vicinity of the Discovery Centre.

(c) The vendor and Contractor disclose that:

(i) the finishes and colour boards and materials displayed or used in the Discovery Centre may not be the finishes of the property and may include optional upgrades; and

(ii) the finishes of the property will be generally as specified in the Schedule of Finishes subject to any changes permitted to the Schedule of Finishes under this contract.

(d) The vendor and Contractor disclose that the layout and display home in the Discovery Centre may not represent the layout of the property and the layout of the property will be generally as shown in the Floor Plan subject to any changes permitted to the layout of the property under this contract.

(e) The purchaser must not object to or oppose or procure any other person to object to or oppose any application which the vendor or the Contractor or any person with the authority of the vendor or the Contractor makes or any planning or other approval required for the use, construction and operation of the Discovery Centre.

(f) The Contractor discloses that selling and leasing activities in the Development Site are not limited to the Discovery Centre and the Contractor may use future dwellings constructed within the Community Parcel or Precinct Parcel as display homes.

**61.22 Visitor parking**

Part of the Community Property may be allocated for the exclusive use for parking purposes designed for visitors and the purchaser is directed to the Community Management Statement for further information.

**61.23 Sewer**

(a) The vendor and Contractor disclose that the location of the sewer shown on the sewer diagram may not be accurate and the exact location of the sewer and manholes may vary on approval and construction.

(b) The purchaser represents and warrants that it will make its own enquiries in relation to the actual location of the sewer lines and manholes on the property and any special

requirements of the purchaser and any proposed development of the property including any set back requirements which may apply to the property.

**61.24 Fencing Work**

(a) The vendor and Contractor disclose that the fence constructed between the property and any adjoining properties are the subject of *The Dividing Fences Act 1991* (NSW) and may be the subject of easements in the Precinct Plan Instrument.

(b) The property may be affected by fencing encroachments by or upon the adjoining properties.

(c) The purchaser cannot require the vendor or the Contractor to contribute to fencing work in relation to land adjoining the property owned by the vendor.

(d) If fencing is shown on the Floor Plan, the vendor and Contractor do not warrant that the type of fencing or the location of the fencing will be as set out in the Floor Plan.

(e) If at completion the Contractor has commenced construction on land adjoining the property (**Neighbouring Lot**), the vendor or Contractor are not required to construct any fencing shown on the Floor Plan dividing the property from the Neighbouring Lot until the Contractor has completed construction on the Neighbouring Lot.

(f) The purchaser is not entitled to make any Objection by reason of any change in the type or location of the fencing or any delay in the construction of fencing, except where the purchaser is entitled to exercise any Purchaser Rights.

**61.25 Retaining walls**

(a) The vendor and Contractor disclose that:

(i) the property may include an existing retaining wall(s) or, as shown on the Floor Plan, the Contractor may build a retaining wall or retaining walls on or near the property;

(ii) the Floor Plan may or may not show the materiality, width or height of the retaining wall (if any) and any details in respect of the materiality, width or height of the retaining wall shown on the Floor Plan are subject to change;

(iii) retaining walls on the boundaries of the property which abut Community Property and/or Precinct Property may be the subject of an easement and the terms of the easement may state that the Community Association or the Precinct Association (as applicable) is responsible for the repair and maintenance of those retaining walls;

(iv) the purchaser must make and rely on its own enquiries with respect to any existing retaining wall and its footings and the vendor and Contractor refer the purchaser to the Draft Community Plan Instrument and Draft Subdivision Plan Instrument in respect of easements in connection with existing and to be constructed retaining walls; and

(v) the Contractor has the right to vary the height, material and location of the retaining wall(s) in accordance with construction requirements and the final height, material and location of the retaining walls may not be as that shown on the Floor Plan.

(b) The purchaser is not entitled to make any Objection because of the existence or construction of any retaining wall, including but not limited to its position, specification, height and footings, except where the purchaser is entitled to exercise any Purchaser Rights.

(c) This clause does not merge on completion.

**61.26 Community Facilities and Outdoor Community Facilities**

(a) The Contractor intends to complete construction and installation of the Community Facilities and Outdoor Community Facilities after completion and the Community Facilities and Outdoor Community Facilities will not be available for use at completion. The vendor and Contractor disclose that the Community Facilities and Outdoor Community Facilities will likely not be available for use until completion of the development of the Community Scheme.

(b) The vendor and Contractor disclose that the Community Facilities and the Outdoor Community Facilities described in the Community Management Statement are subject to the Contractor obtaining approvals from Council to construct those Community Facilities and Outdoor Community Facilities and therefore the Community Facilities and Outdoor Community Facilities are subject to change.

(c) The Contractor may make changes to the Draft Community Plan Instrument or any Other Document to comply with any conditions imposed by Council or approvals obtained from Council in respect of the Community Facilities and the Outdoor Community Facilities.

(d) The purchaser is not entitled to make any Objection because construction and installation of the Community Facilities and Outdoor Community Facilities have not been completed prior to completion of this contract, except where the purchaser is entitled to exercise any Purchaser Rights.

**61.27 Community Management Statement**

(a) The Community Management Statement contains important information regarding the use, maintenance and payment for certain facilities and areas within the Community Parcel and by-laws that affect the property and the Community Scheme and which must be complied with by the purchaser.

(b) Without limitation, the Contractor draws the purchaser’s attention to the by-laws regarding:

(i) Architectural and Landscape Design Guidelines (by-law 2);

(ii) Maintenance (by law 3);

(iii) Consents, permits and laws (by law 4)

(iv) Internal Fencing (by law 13);

(v) Retaining Wall Easements (by law 14);

(vi) Community Facilities (by law 22);

(vii) Obligations on Owners and Occupiers (by-law 26);

(viii) Keeping of Animals (by-law 30);

(ix) Fauna Sensitive Lighting (by-law 31);

(x) Use of SGARS (by-law 38);

(xi) Vegetation Protection (by-law 39); and

(xii) Bushfire Requirements and Asset Protection Zone (by law 40).

(c) The purchaser acknowledges that the Community Management Statement provides that the Community Association may amend the by-laws from time to time.

(d) The purchaser acknowledges having inspected and understood the contents of the Community Management Statement.

**61.28 Community Development Contract**

(a) The Community Development Contract contains important information regarding the proposed development of the Development Site by the Contractor.

(b) Without limitation, the vendor and Contractor disclose to the purchaser that the purchaser will be bound by the terms of the Community Development Contract and the vendor and Contractor will be permitted to undertake any development authorised by the Community Development Contract without reference to the purchaser or the Community Association.

**61.29 Precinct Management Statement**

(a) The Precinct Management Statement contains important information regarding the use, maintenance and payment for certain facilities and areas within the Precinct Parcel and by-laws that affect the property and the Precinct Scheme and which must be complied with by the purchaser.

(b) Without limitation, the Contractor draws the purchaser's attention to the by-laws regarding**:**

(i) Association Property Rights By Law 1 (by law 6)

(ii) Association Property Rights By Law 2 (by law 7);

(iii) Retaining Walls (by law 16);

(iv) Keeping of Animals (by law 21);

(v) Dual occupancy dwellings (by law 34);

(vi) Vegetation protection (by law 39); and

(vii) Bushfire Requirements and Asset Protection Zone (by law 40).

(c) The purchaser acknowledges that the Precinct Management Statement provides that the Precinct Association may amend the by-laws from time to time.

(d) The purchaser acknowledges having inspected and understood the contents of the Precinct Management Statement.

**61.30 Precinct Development Contract**

(a) The Precinct Development Contract contains important information regarding the proposed development of the Development Site by the Contractor.

(b) Without limitation, the vendor and Contractor disclose to the purchaser that the purchaser will be bound by the terms of the Precinct Development Contract and the vendor and Contractor will be permitted to undertake any development authorised by the Precinct Development Contract without reference to the purchaser or the Precinct Association.

**61.31 Surrounding developments**

(a) As at the contract date, the vendor and the Contractor are aware of the potential development of the Cherrybrook Precinct (refer https://www.planning.nsw.gov.au/plans-for-your-area/priority-growth-areas-and-precincts/cherrybrook-precinct).

(b) The vendor and Contractor make no representation or warranty as to:

(i) anything disclosed in clause 61.31(a) or that clause 61.31(a) represents a complete or exhaustive list of potential redevelopment of neighbouring sites;

(ii) the development of any adjoining sites or sites within the vicinity of the Building (including anything disclosed in clause 61.31(a));

(iii) the proposed use of any adjoining sites or sites within the vicinity of the Building (including anything disclosed in clause 61.31(a));

(iv) the nature or timing for commencement or completion of the development on any adjoining sites or sites within the vicinity of the Building (including anything disclosed in clause 61.31(a)); and

(v) the reliability, nature or content of any relevant development application or exhibited documents, or whether the final redevelopment or project (if completed) will be consistent with the relevant development application or exhibited documents.

(c) The vendor and Contractor further disclose that the development of any adjoining sites or sites within the vicinity of the Building, including anything disclosed in clause 61.31(a), may:

(i) cause noise, dust, vibration and disturbance to the occupiers of the lots in the Building within the lawful requirements of any relevant consent authority and during any hours permitted by any relevant consent authority; and

(ii) result in access to the Building (or any part of the building) being temporarily diverted during the course of the development on the adjoining sites.

(d) Subject to clause 61.31(e), the purchaser is to make and rely on the purchaser's own enquiries relating to the matters disclosed in this clause 61.31.

(e) The provisions in this clause 61.31 do not restrict the Purchaser Rights or the right to make an Objection if any of the above matters referred to in this clause 61.31 results in a change which detrimentally affects the property to a substantial extent (when compared with the Floor Plans and Plans attached to this Contract).

### 61.32 Landscaping

If the purchaser has inspected models or drawings of landscaping in and about the public and private landscaping areas, the vendor and Contractor disclose that the landscaping drawing or model are indicative only. The landscaping areas are subject to final design and procurement and may therefore be different from that shown in the landscaping drawing and model and may or may not be available for use on completion.

### 61.33 Marketing materials

(a) The purchaser acknowledges and agrees that any drawings, mock ups, displays or other material depicting the Development Site or prospective dwellings at the Development Site contained in any sales office or marketing material provided to or inspected by the purchaser whether online or in person prior to the contract date is intended as an indicative representation only, and the purchaser has not relied on its inspection of items in that sales office or other marketing material in entering into this contract.

(b) The vendor and Contractor disclose that marketing materials may reflect inclusions and finishes that are part of an upgrade finishes scheme available for purchase. The purchaser acknowledges that despite the marketing materials, the Schedule of Finishes and the Finishes and Upgrade Selection Form (as completed by the purchaser) reflects the inclusions and finishes for the property, subject to any changes permitted to the Schedule of Finishes under this contract.

### 61.34 Planning Certificate

(a) The purchaser acknowledges the specific disclosure by the vendor and Contractor in the Planning Certificate of the environmental planning instruments affecting the property (including draft environmental planning instruments) as notified by Council. The purchaser represents and warrants that:

(i) it has made its own enquiries in relation to the matters noted in clause 61.34(a);

(ii) it has inspected the Planning Certificate, the instruments referred to in the Planning Certificates and the instruments referred to in clause 61.34(a);

(iii) it is aware of any defects in the Planning Certificate; and

(iv) it is aware of all restrictions and prohibitions on the property and the Development Site.

(b) The purchaser must not, subject to anything to the contrary in Part IV of the Conveyancing Act, make any Objection because of anything referred to in or omitted from the Planning Certificate, except where the purchaser is entitled to exercise any Purchaser Rights. If the purchaser makes any claim that this contract does not comply with a requirement of Part IV of the Conveyancing Act the purchaser bears the onus of establishing that this contract does not comply with the requirement.

### 61.35 No warranty as to Government grants

(a) Neither the vendor nor the Contractor make any representations or warranties regarding the purchaser's eligibility or otherwise to participate in schemes offered by:

(i) the NSW Government or Revenue New South Wales, including the First Home Buyers Assistance Scheme and the First Home Owner Grant (New Homes) Scheme; or

(ii) the Commonwealth Government including the Home Builder Scheme, First Home Loan Deposit Scheme, First Home Loan Deposit (New Homes) Scheme and First Home Super Saver Scheme,

(**Grants**).

(b) The purchaser is relying entirely upon the purchaser's own enquiries relating to the purchaser's eligibility for any Grant including:

(i) property value caps;

(ii) an income cap; and

(iii) the construction commencement date.

**61.36 Bushfire Requirements**

(a) The vendor and Contractor disclose that the lots in the Development Site may be subject to bushfire covenants which impose obligations on the purchaser and attention is directed to the Draft Community Plan Instrument, Precinct Plan, Precinct Plan Instrument, Community Management Statement and Precinct Management Statement.

(b) The vendor and Contractor disclose that the property is located in a bushfire prone area and therefore additional planning and building requirements may apply to the property including the requirement to meet the nominated bushfire attack level (BALs) applicable to the property and attention is directed to the Community Management Statement.

**61.37 Asset Protection Zone**

The vendor and Contractor disclose that part of the Development Site is the subject of an asset protection zone and attention is directed to the Draft Community Plan Instrument and Community Management Statement.

**61.38 Not Used**

**61.39 Fauna Sensitive Lighting**

The vendor and Contractor disclose that as a condition of the Development Consent:

(a) artificial lighting impacts on bushland and wildlife on and adjacent to the Development Site must be minimised by reducing and managing light spill into the environment;

(b) if the Building faces or backs on to bushland, fauna sensitive lighting must be used in outdoor areas and this may include the use of low sodium lighting or similar, shield to direct lighting toward the dwelling and away from the bushland, and smart control technologies (for example motion sensors and timers); and

(c) no artificial light is to spill from the Development Site into:

(i) the Cumberland State Forest;

(ii) the 50 metre Powerful Owl buffer vegetation in the north east;

(iii) the retained vegetation to the south east of the site in the vicinity of the known Powerful Owl nest tree; and

(iv) the environmental conservation zoned land; and

the purchaser must make and rely on its own enquiries with respect to fauna sensitive lighting requirements in the Development Consent and we refer the purchaser to the Draft Community Plan Instrument, Draft Subdivision Plan Instrument and Community Management Statement in this regard.

**61.40 Not Used**

**61.41 No Objections**

The purchaser must not:

(a) make any Objection; or

(b) make a Claim for damages from or seek to restrain the vendor or the Contractor (or their contractors or agents) from carrying out,

any of the matters referred to or disclosed in this clause 60, except where the purchaser is entitled to exercise any Purchaser Rights.

# Part G – Completion

## 62. Completion

### 62.1 Due date for completion

Completion of this contract is due on the later of:

(a) 21 days after the date on which the Contractor serves a Registration Notice on the purchaser;

(b) 21 days after the date on which the Contractor serves copies of the Registered Documents on the purchaser; and

(c) 14 days after the date on which the Contractor serves a copy of the Occupation Certificate on the purchaser.

### 62.2 Precondition

Completion is subject to and conditional on the registration of the Subdivision Plan and Subdivision Plan Instrument (if required).

### 62.3 Sunset Date

If the Subdivision Plan and Subdivision Plan Instrument (if required) is not registered on or before the Sunset Date, then:

(a) subject to complying with the provisions of section 66ZS of the Conveyancing Act, the Contractor can rescind this contract at any time after the Sunset Date but before completion by serving written notice; and

(b) the purchaser can rescind this contract within 10 business days of the Sunset Date by serving written notice on the Contractor and this time is essential.

### 62.4 Reasonable endeavours

The Contractor must use all reasonable endeavours to have the Subdivision Plan and Subdivision Plan Instrument (if required) registered on or before the Sunset Date.

### 62.5 Rescission right

The only right the purchaser has arising out of the failure to register the Subdivision Plan and Subdivision Plan Instrument (if required) by the Sunset Date is to rescind the contract, except where the purchaser is entitled to exercise any Purchaser Rights.

### 62.6 Service of notices

Notwithstanding clause 20.6, the Registration Notice is served on the purchaser if it is sent by email to the purchaser's solicitor at the email address specified on the front page of this contract.

## 63. Extension of time

### 63.1 Extension of Sunset Date

Notwithstanding clause 62, the Contractor may (acting reasonably) extend the Sunset Date by reasonable notice in writing (on one or more occasions) but may not extend the original Sunset Date by more than 12 months (in aggregate).

## 64. Interest and notice to complete

### 64.1 Interest

If the purchaser completes this contract but does not do so on or before the date for completion, then on completion the purchaser must pay the vendor interest at the Interest Rate on the price and any other amount payable by the purchaser to the vendor under this contract from, but excluding, the date for completion to and including the date of actual completion.

### 64.2 Payment of interest essential

Payment of interest in accordance with this clause 64 is an essential term of this contract.

### 64.3 Vendor delay

The purchaser need not pay interest under this clause 64 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.

### 64.4 Notice to complete

(a) If the purchaser does not complete this contract on the date for completion, the Contractor may serve a notice to complete on the purchaser requiring the purchaser to complete this contract within 10 business days from the date of the service of the notice to complete and making that date and time an essential date and time for completion. If the purchaser fails to complete on the date and time set out in the notice to complete, the Contractor may terminate this contract.

(b) A notice to complete will be reasonable and sufficient as to time if a period of not less than 10 business days from the date of service of the notice is allowed for completion.

(c) If the Contractor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of $300 (plus GST) for the legal costs incurred by the Contractor in issuing the notice to complete. The purchaser must pay the costs to the Contractor's solicitor at completion of this contract.

(d) Without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation, or extend the date and time for completion set out in the notice to complete by serving a notice of extension.

## 65. Council rates, water and sewerage rates

### 65.1 Council rates, water and sewerage rates

For the purposes of clause 14 of the Printed Clauses, if, at completion:

(a) a separate assessment for council rates or water and sewerage rates has issued; or

(b) the Council or Sydney Water has advised the vendor or the Contractor that a separate assessment will be issued before completion,

for the property for the rating year current at completion (in respect of council rates) or the quarter current at completion (in respect of water and sewerage rates) then:

(c) if the separate assessment has actually issued, on completion:

(i) adjustments for council or water rates as applicable will be made on the amounts referred to in the separate assessment as if they were paid with a purchaser allowance for the period from the date of completion until the end of the rating year current at completion (in respect of council rates) or the quarter current at completion (in respect of water and sewerage rates); and

(ii) the vendor will make a payment in the Electronic Workspace from the balance of the price payable on completion to pay for those rates; or

(d) if a separate assessment has not issued, on completion:

(i) on completion the parties must adjust the amount of $2,000 per year (in respect of Council rates) and $175 per quarter (in respect of water and sewerage rates) in accordance with clause 14 as if they were unpaid with a vendor allowance for the period from the date of Registration of the Subdivision Plan to the actual date of completion and the parties are not required to make any further adjustment of council rates or water and sewerage rates when a separate assessment issues for those rates; and

(ii) the purchaser will pay any actual separate assessments for those rates for the relevant rating year or quarter (as applicable) when they issue.

## 66. Land Tax

If this contract says that land tax is adjustable, for the purposes of clause 14:

(a) if a separate assessment for land tax in respect of the property for the current Land Tax Year has not been issued, then the adjustment for land tax will be made on the amount referred to as follows:

(i) $2,100 for 3 bedroom Building;

(ii) $2,500 for 4 bedroom Building; and

(iii) $2,850 for 5 bedroom Building; and

(b) if a separate assessment for land tax in respect of the property for the current Land Tax Year has issued, then the adjustment for land tax will be made on the actual land tax assessment amount for the property,

and:

(c) land tax is to be adjusted as if it were paid with a purchaser allowance for the period from the date for completion until the end of the relevant Land Tax Year; and

(d) no regard is to be had to any actual assessment for the property when it issues.

## 67. GST

### 67.1 Interpretation

In this clause 67:

(a) **ATO** means the Australian Taxation Office.

(b) **ATO GST Withholding Form One** means the notification to be given by the purchaser to the Commissioner in the approved form of the GST Withholding Amount.

(c) **ATO GST Withholding Form Two** means the confirmation to be given by the purchaser to the Commissioner in the approved form of the actual completion date.

(d) **Commissioner** means the Commissioner of Taxation of Australia.

(e) **ECNL** means the Electronic Conveyancing National Law (NSW).

(f) **Electronic Workspace** has the meaning given to that term in the Participation Rules.

(g) **Electronic Workspace Payment** means a payment made to a party from the Electronic Workspace in accordance with the Payment Directions.

(h) **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(i) **GST Withholding Amount** means the amount that the purchaser is required to withhold on account of GST from the price and pay to the Commissioner as notified by the vendor in the Vendor's GST Withholding Notice.

(j) **Participation Rules** means the participation rules as determined by the ECNL.

(k) **Populate** means to complete data fields In the Electronic Workspace.

(l) **Potential Residential Land** means land that is permissible to be used for residential purposes but does not contain any buildings that are residential premises or that are in use for commercial purposes.

(m) **TA Act** means the *Taxation Administration Act 1953* (Cth).

(n) **Vendor's GST Withholding Notice** means the notification to be made by the vendor under section 14-255 of Schedule 1 to the TA Act which states whether or not the purchaser is required to make a payment of a GST Withholding Amount.

(o) Unless expressly stated otherwise, words or expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning as in the GST Law.

### 67.2 Amounts for payment expressed inclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this contract are inclusive of GST.

### 67.3 Application of margin scheme

The parties agree that the margin scheme is to apply in working out the amount of GST on the supply of the real property under this contract.

### 67.4 Potential Residential Land

If the supply under this contract is of Potential Residential Land, and the purchaser is:

(a) registered for GST; and

(b) acquiring the Potential Residential Land for a creditable purpose to any extent,

the purchaser must serve a statement to that effect by no later than 10 business days before the date for completion and if the statement is provided the purchaser will not be required to make a payment of the GST Withholding Amount pursuant to clause 67.5.

### 67.5 GST Withholding

(a) If a GST Withholding Amount is required to be paid in respect of the supply of the property under this contract:

(i) the vendor must:

(1) on the making of this contract serve (as annexed to this contract at Annexure A) a Vendor's GST Withholding Notice; and/or

(2) serve a Vendor's GST Withholding Notice, as may be amended or updated from time to time, not later than 10 business days prior to the date for completion;

(ii) the purchaser or the purchaser's agent (or, if a direction under clause 4.3) has been served, the transferee named in the transfer served with that direction) must as an essential provision:

(1) by no later than 5 business days prior to the date for completion, Populate and lodge 'ATO GST Withholding Form One' in the Electronic Workspace in accordance with the details set out in the Vendor's GST Withholding Notice; and

(2) by no later than 2 business days prior to the date for completion, in the Electronic Workspace, confirm that 'ATO GST Withholding Form Two' is automatically lodged by the Electronic Workspace on completion;

(iii) the vendor, for the purposes of clause 67.5 directs the purchaser to pay to the Commissioner the GST Withholding Amount as an Electronic Workspace Payment.

(b) Despite clause 67.5(a)(ii)(2), if the purchaser fails to confirm that ATO GST Withholding Form Two is automatically lodged by the Electronic Workspace on completion, then the purchaser authorises the vendor's solicitor to act as the purchaser's agent to lodge ATO GST Withholding Form Two with the ATO after completion.

(c) Clause 67.5(b) does not merge on completion.

(d) The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:

(i) provision of any information reasonably requested by the other party for the purposes of determining whether a GST Withholding Amount will be payable or for completing any form or making any notification to the Commissioner; and

(ii) making any necessary additions or amendments to this contract to address any requirement under the GST law or TA Act.

## 68. Association Certificates

(a) Until the earlier of the date on which:

(i) the first annual general meeting of the Community Association is held; or

(ii) levies for the Community Association are first struck,

the vendor is not obliged to give the purchaser a certificate under section 171 of the Community Land Management Act.

(b) The vendor authorises the purchaser to apply for any certificate and to apply for and make any inspections available from the Community Association.

## 69. Purchaser's obligations

(a) If required by the vendor o**r the Contractor**, the purchaser must before or after completion:

(i) not vote against any motion, nor procure any person to vote against a motion for a resolution of the Precinct Association or the Community Association which, if passed, would give effect to any of the matters contemplated by this contract or the vendor's exercise of rights in relation to those matters;

(ii) vote against any motion (and use all reasonable endeavours to procure any mortgagee of the property to vote against any motion) for a resolution of the Precinct Association or the Community Association which, if passed, would prevent or curtail or inhibit the Designated Matters; and

(iii) do all things reasonably required by the vendor or the Contractor to give effect to the Designated Matters.

(b) Nothing in clause 69(a) restricts:

(i) the Purchaser Rights; or

(ii) the purchaser's rights to make an Objection if any of the above matters referred to in this clause 69(a) results in a change which detrimentally affects the property to a substantial extent (when compared with the Floor Plan and Plans attached to this contract), other than in relation to Designated Matters.

(c) The purchaser must before or after completion:

(i) ensure that any resale contract for the property contains a clause in substantially similar form to this clause and disclosing the non-merging terms of this contract; and

(ii) use its reasonable endeavours to ensure any enrolled mortgagee of the property complies with this clause.

(d) If the purchaser has entered into an option or a contract for resale of the property before completion of this contract, it must give written notice to the Contractor that it has done so and provide evidence to the reasonable satisfaction of the Contractor that the purchaser has complied with this clause.

# Part H – Development, selling and leasing activities

## 70. Selling and Leasing Activities

Both before and after completion and until the completion of the sale of all lots in the Development Site, the Contractor and persons authorised by the Contractor may:

(a) conduct selling and leasing activities in and about the Development Site;

(b) place in and about the Development Site (but not the property, after completion) signs, advertisements, boards, writing plates, signals, illuminations, banner and insignia in connection with those selling and leasing activities;

(c) place in and about the Development Site (but not the property, after completion ) offices, stalls and other associated facilities for sales people;

(d) hold events or functions on the Development Site (but not the property); and

(e) access the Development Site (including the property after completion) if required to provide any of the services including without limitation the Services,

and if the Contractor considers (acting reasonably) that any of the above actions would detrimentally affect to a substantial extent, or is likely to detrimentally affect to a substantial extent, the purchaser, the Contractor will provide reasonable notice to the purchaser that the Contractor intends to take such action.

## 71. Development Activities

### 71.1 Development Activities

(a) The vendor and Contractor disclose and the purchaser acknowledges that:

(i) the Development Site and the Precinct Scheme will be developed in stages, construction of the Development Site and the Precinct Scheme will not be completed by completion and the Contractor may continue to carry out Development Activities after completion;

(ii) the Contractor may configure lots comprising the Development Site, the Community Scheme and the Precinct Scheme as it chooses, in its discretion;

(iii) the Contractor may elect at its absolute discretion to delay the construction of a stage or to not construct a stage within the Development Site, the Community Scheme and the Precinct Scheme;

(iv) some or all of the stages in the Development Site, the Community Scheme and the Precinct Scheme may be sold as vacant land, and the purchasers of that land may carry out Development Activities on the Development Site, Community Parcel and Precinct Parcel;

(v) dwellings including, but not limited to, detached, semi-detached and attached dwellings and apartments may be constructed on the Community Parcel and Precinct Parcel; and

(vi) each stage of the Development Site, the Community Scheme and the Precinct Scheme and each consolidation or subdivision may require development consent from Council. Council may impose conditions that amend or indirectly have the effect of amending the boundaries, lot sizes, layout and use of the Community Parcel, Precinct Parcel and the balance of the Development Site, and the vendor may seek modification of any masterplan, local environmental plan or development consent affecting the Community Scheme and Precinct Parcel.

(b) The vendor and Contractor disclose and the purchaser acknowledges that the carrying out of Development Activities by the Contractor within the Development Site after completion may:

(A) result in noise, dust, vibration and disturbance to the occupiers of the Development Site;

(B) result in construction traffic in and around the Development Site; and

(C) result in temporary or long term changes to traffic routes and roads, and other disruptions and inconveniences and require roads to be closed, gated and access restricted in and around the Development Site.

(c) If the Contractor considers (acting reasonably) that any of the above actions would detrimentally affect to a substantial extent, or is likely to detrimentally affect to a substantial extent, the purchaser, the Contractor will, subject to the Contractor's rights under the Community Development Contract and the Precinct Development Contract, provide reasonable notice to the purchaser that the Contractor intends to take such action.

**71.2 No objection to Development Activities**

The purchaser must not make any Objection because the vendor or the Contractor are carrying out Development Activities or any other matter disclosed in this clause 71, except where the purchaser is entitled to exercise any Purchaser Rights.

# Part I – General provisions

## 72. Transfer of the property from the vendor to New Vendor

**72.1 Transfer prior to completion**

The purchaser acknowledges and agrees that the rights of the vendor may change including by the introduction of an investment partner or the vendor may transfer its rights (in whole or part) as vendor to a New Vendor prior to completion.

**72.2 Notifying the purchaser**

The vendor must serve reasonable notice if the vendor transfers its rights as vendor to a New Vendor. In the notice, the vendor must provide details of the New Vendor.

**72.3 Consents by purchaser**

The purchaser and the Guarantor(s) (if any) each agree:

(a) to the transfer of the rights of the vendor to a New Vendor according to this clause 72; and

(b) to the vendor novating its rights under this contract to a New Vendor pursuant to clause 72.4, if required by the vendor; and

(c) to accept on completion a transfer of the property in registrable form duly executed by the relevant registered proprietor on title (if the vendor transfers its rights as vendor to that New Vendor according to this clause 72); and

(d) if the purchaser has paid the deposit by bank guarantee or bond, to replace the bank guarantee or bond with a new bank guarantee or bond for the same amount in favour of the vendor or the New Vendor as applicable within seven days after being requested to do so by the vendor.

**72.4 Novation**

If required by the vendor or the Contractor, the purchaser and the guarantor(s) (if any) each agree to enter into a deed of novation to novate the vendor's rights under this contract from the vendor to the New Vendor. These provisions will apply:

(a) the vendor and the Contractor must, at their cost, prepare the deed of novation;

(b) the purchaser and the guarantor (if any) each must sign the deed of novation and return it to the Contractor within seven days of receiving the deed of novation from the Contractor together with a certificate that complies with section 66W of the Conveyancing Act noting the New Vendor as the vendor; and

(c) the deed of novation may contain a provision releasing the vendor from all or any of the vendor's obligations under this contract which are not due for performance at the date of the novation if the New Vendor assumes those obligations.

**72.5 Indemnity by the vendor for transfer duty**

The vendor indemnifies the purchaser in the event the purchaser is liable for any additional transfer duty in respect of this contract or the transfer of the property to the purchaser (above the transfer duty normally payable by the purchaser) arising as a result of the transfer or novation under this clause 72.

**72.6 Power of attorney**

(a) The purchaser irrevocably and for valuable consideration appoints the vendor and each authorised officer of the vendor individually as the purchaser's attorney (Attorney) and agrees to ratify anything an attorney does under clause 72.6(b).

(b) In the event of either the purchaser or the guarantor, or both, failing to comply with their obligations in clause 72.4, the Attorney may do whatever is necessary or convenient to enable the vendor to procure that the purchaser and the guarantor enter into a deed of novation including signing the deed of novation as attorney for either the purchaser or guarantor.

(c) The purpose of this power of attorney is to enable the vendor to transfer the vendor's interest to the New Vendor in accordance with its rights under this clause 72.

### 72.7 No Objections

The purchaser cannot make any Objection because of any matter stated in this clause 72, except where the purchaser is entitled to exercise any Purchaser Rights.

## 73. Transfer of rights from the Contractor to New Contractor

### 73.1 Transfer prior to completion

The purchaser acknowledges and agrees that the rights of the Contractor may change including by the introduction of an investment partner or the Contractor may transfer its rights (in whole or part) as Contractor to a New Contractor prior to completion.

### 73.2 Notifying the purchaser

The Contractor must serve reasonable notice if the Contractor transfers its rights as Contractor to a New Contractor. In the notice, the Contractor must provide details of the New Contractor.

### 73.3 Consents by purchaser

The purchaser and the Guarantor(s) (if any) each agree:

(a) to the transfer of the rights of the Contractor to a New Contractor according to this clause 73; and

(b) to the Contractor novating its rights under this contract to a New Contractor pursuant to clause 73.4, if required by the Contractor; and

(c) to accept on completion a transfer of the property in registrable form duly executed by the relevant registered proprietor on title (if the Contractor transfers its rights as Contractor to that New Contractor according to this clause 73); and

(d) if the purchaser has paid the deposit by bank guarantee or bond, to replace the bank guarantee or bond with a new bank guarantee or bond for the same amount in favour of the Contractor or the New Contractor as applicable within seven days after being requested to do so by the vendor or the Contractor.

### 73.4 Novation

If required by the vendor or the Contractor, the purchaser and the guarantor(s) (if any) each agree to enter into a deed of novation to novate the Contractor's rights under this contract from the Contractor to the New Contractor. These provisions will apply:

(a) the vendor and the Contractor must, at their cost, prepare the deed of novation;

(b) the purchaser and the guarantor (if any) each must sign the deed of novation and return it to the Contractor within seven days of receiving the deed of novation from the Contractor together with a certificate that complies with section 66W of the Conveyancing Act noting the New Contractor as the contractor; and

(c) the deed of novation may contain a provision releasing the Contractor from all or any of the Contractor's obligations under this contract which are not due for performance at the date of the novation if the New Contractor assumes those obligations.

### 73.5 Indemnity by the Contractor for transfer duty

The Contractor indemnifies the purchaser in the event the purchaser is liable for any additional transfer duty in respect of this contract or the transfer of the property to the purchaser (above the transfer duty normally payable by the purchaser) arising as a result of the transfer or novation under this clause 73.

### 73.6 Power of attorney

(a) The purchaser irrevocably and for valuable consideration appoints the Contractor and each authorised officer of the Contractor individually as the purchaser's attorney (Attorney) and agrees to ratify anything an attorney does under clause 73.6(b).

(b) In the event of either the purchaser or the guarantor, or both, failing to comply with their obligations in clause 73.4, the Attorney may do whatever is necessary or convenient to enable the Contractor to procure that the purchaser and the guarantor enter into a deed of novation including signing the deed of novation as attorney for either the purchaser or guarantor.

(c) The purpose of this power of attorney is to enable the Contractor to transfer the Contractor's interest to the New Contractor in accordance with its rights under this clause **73**.

### 73.7 No Objections

The purchaser cannot make any Objection because of any matter stated in this clause 73, except where the purchaser is entitled to exercise any Purchaser Rights.

## 74. Assignment by Purchaser

### 74.1 Assignment

(a) The purchaser may only assign or novate this contract (or otherwise dispose of its interest in this contract or the property) with the Contractor's prior written consent.

(b) When considering a request under clause 74.1(a):

(i) the Contractor will, acting reasonably, have regard to the individual circumstances of the purchaser and the impact (if any) that the proposed assignment or novation will have on the Contractor's marketing and sales of other lots in the Development Site or broader project; and

(ii) the Contractor will, in its absolute discretion, withhold approval if the Contractor considers (acting reasonably) that the purchaser's primary intention on the contract date was to sell the property (including by way of assignment or novation) and such sale will directly compete with the lots that the Contractor is marketing and selling in the Development Site or broader project.

### 74.2 Details

When seeking the Contractor's consent under clause 74.1, the purchaser must advise the Contractor of the identity of the other party and details of any proposed guarantor.

### 74.3 Clause essential

This clause 74 is an essential clause of this contract.

## 75. General provisions

### 75.1 Exercise of certain rights to rescind

If a right to rescind given under this contract is not exercised within the period specified for its exercise it lapses immediately and may not be exercised.

### 75.2 Encumbrances

(a) If a mortgage or caveat is recorded on the folio of the register for the property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in so far as it relates to the property.

(b) Notwithstanding clause 75.2(a), if a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio of the register for the property the purchaser must complete this contract despite that caveat.

(c) A discharge of mortgage or withdrawal of caveat given under clause 75.2(a) must be in registrable form and the registration fees payable must be paid by the vendor to the purchaser on completion.

### 75.3 Caveat by Purchaser

The purchaser must not lodge a caveat for recording on the folio of the register for any part of the property or the Development Site.

### 75.4 Insolvency and death

(a) Without affecting any other rights of either party, if the purchaser (or any of them) is a company and before completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager or official manager of it appointed, the Contractor may rescind this contract in accordance with clause 19.

(b) If the purchaser (or any of them) is a natural person and prior to completion dies, the Contractor may rescind this contract in accordance with clause 19.

### 75.5 Objection and requisitions on title

The only objection or requisitions on title that the purchaser may make under clause 5 are the Standard Requisitions. The purchaser is deemed to have made the Standard Requisitions.

### 75.6 Privacy Act

(a) In this special condition 75.6, terms have the following meanings:

(i) **Personal Information** means all information or an opinion (including information or an opinion forming part of a database), collected, held, used or disclosed in connection with this contract whether true or not, and whether recorded in a

material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

(ii) **Privacy Act** means the *Privacy Act 1988* (Cth) and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instrument made or issued under that act, as amended from time to time.

(iii) **Privacy Officer** means the privacy officer appointed by the vendor or Contractor from time to time.

(iv) **Privacy Statement** means a statement, a copy of which is attached in Annexure 15 containing matters about the vendor's information handling practices as required by National Privacy Principle 1 of the *Privacy Act 1988* (Cth).

(b) Each party who is an individual consents to its Personal Information being:

(i) used by the vendor or the Contractor in connection with the vendor's or the Contractor's business, including in connection with:

(A) the purchase, development and sale of land, including the property;

(B) the proposed sale of an interest in the vendor's or Contractor's business;

(C) planning, direct marketing and product development by the vendor, the Contractor or a Related Body Corporate of either party or an entity in which the vendor, the Contractor or a Related Body Corporate or either party has a direct interest in (including the property management business trading as Real Estate Services by Mirvac);

(D) raising finance;

(E) internal reporting;

(F) reporting to any Related Body Corporate, financier or advisor of the vendor or the Contractor;

(G) the construction of the property;

(H) any of the activities contemplated in clauses 70 and 71;

(I) any use specified in any Privacy Statement; and

(ii) disclosed by the vendor or the Contractor:

(A) if required or authorised by law; or

(B) to any one or more of the following;

(1) any Related Body Corporate or any entity in which the vendor or the Contractor or a Related Body Corporate of either party has a direct interest in (including the property management business trading as Real Estate Services by Mirvac), financier or advisor of the vendor;

(2) any person in connection with a proposed sale of an interest in the vendor's or Contractor's business;

(3) any agent engaged by the vendor or the Contractor; or

(4) any contractor or service provider engaged by the vendor or the Contractor in connection with the Development Site,

any of whom may be located outside Australia; or

(iii) if the party consents.

**75.7 Prohibited Entities**

(a) The purchaser:

(i) represents and warrants that it is not a Prohibited Entity and is not owned or controlled by, or acts on behalf of, any Prohibited Entity; and

(ii) indemnifies the vendor and the Contractor against any non-compliance by the vendor or the Contractor with all anti-terrorism legislation in Australia including, without limitation, Part 4 of the Charter of the United Nations Act 1945 and Part 5.3 of the Criminal Code Act 1995 due to a breach by the purchaser of its representation or warranty in clause 75.7(a)(i).

(b) If the event of a breach by the purchaser of the representation or warranty in clause 75.7(a)(i) the vendor or the Contractor may terminate this contract.

**75.8 Annexure**

Neither the vendor nor the Contractor warrant the accuracy or completeness of any document or plan annexed to or referred to in an annexure to this contract.

**75.9 Governing law, jurisdiction and service of process**

(a) This contract is governed by the law in force in New South Wales.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

(c) Any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.

**75.10 Certain provisions apply after completion**

The provisions of this contract intended to have application after completion continue to apply despite completion.

## 76. Vendor's Limitation of Liability

(a) Mirvac Projects (Retail and Commercial) Pty Ltd (ACN 151 466 241) (**Trustee**) enters into this contract in its capacity as the trustee for the Mirvac Pennant Hills Residential Trust (**Trust**) constituted by a trust deed (**Trust Deed**). The Trustee:

(i) warrants that as at the date of this contract:

(A) it is the sole trustee of the Trust and no action has been taken to remove or replace it;

(B) entry into this contract is for the benefit of the beneficiaries of the Trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this contract;

(C) it is not in breach of the Trust Deed;

(D) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this contract;

(E) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this contract; and

(F) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this contract and all necessary action has been taken to authorise the execution and performance of this contract under the Trust Deed; and

(ii) indemnifies the purchaser, and agrees to keep the purchaser indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 76(a)(i).

(b) Prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:

(i) the Trustee must procure that the replacement trustee enters into a new deed with the purchaser on the same terms as this contract;

(ii) the Trustee (as outgoing trustee) must procure an agreement from the purchaser, under which the purchaser releases the Trustee from the requirement to observe and perform any future obligation under this contract;

(iii) the Trustee (as outgoing trustee) must release the purchaser, from the requirement to observe and perform any future obligation under this contract; and

(iv) the Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the purchaser in relation to entering into a new deed under this clause 76(b) and the costs and expenses of registering any new deed on the title to the Land.

(c) Subject to clause 76(e), liability arising under or in connection with this contract (except under or in connection with clause 76(a) above) is limited and can be enforced against the Trustee only to the extent to which the Trustee, having sought indemnification to the maximum extent possible, is actually indemnified in respect of that liability out of the assets of the Trust. This limitation of the Trustee's liability extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this contract.

(d) No party to this contract or any person claiming through or on behalf of them will be entitled to:

(i) claim from or commence proceedings against the Trustee in respect of any liability in any capacity other than as the trustee of the Trust;

(ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Trustee, or prove in any liquidation, administration or arrangement of or affecting the Trustee, except in relation to the assets of the Trust; or

(iii) enforce or seek to enforce any judgment in respect of a liability under this contract or otherwise against the Trustee in any capacity other than as Trustee of the Trust,

except under or in connection with clause 76(a) above.

(e) Notwithstanding any other provision of this contract, clauses 76(c) and 76(d) do not apply to any obligation or liability of the Trustee to the extent to which there is, in respect of that obligation or liability, whether under the Trust Deed or by operation of law, a reduction in the extent of the Trustee's indemnification, or loss of the Trustee's right of indemnification, out of the assets of the Trust as a result of Trustee's failure to properly perform its duties as trustee of the Trust.

(f) Nothing in clause 76(e) will make the Trustee liable for any claim for an amount greater than the amount which the purchaser would have been able to claim and recover from the assets of the Trust in relation to the relevant obligation or liability if the Trustee's right of indemnification, out of the assets of the Trust had not been prejudiced by the failure of the Trustee to properly perform its duties.

## 77. Contractor's limitation of liability

(a) Mirvac Highforest Pty Ltd ACN 682 614 375 (**Contractor Trustee**) enters into this contract in its capacity as trustee of the Highforest Trust (**Contractor Trust**) constituted by a trust deed (**Contractor Trust Deed**).

(b) The Contractor Trustee:

(i) warrants that as at the date of this contract:

(A) it is the sole trustee of the Contractor Trust and no action has been taken to remove or replace it;

(B) entry into this contract is for the benefit of the beneficiaries of the Contractor Trust and as trustee it is authorised and empowered under the Contractor Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this contract;

(C) it is not in breach of the Contractor Trust Deed;

(D) it is entitled under the Contractor Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this contract;

(E) it is not aware of any reason why the assets of the Contractor Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this contract; and

(F) it has the power under the Contractor Trust Deed to execute and perform its obligations and discharge its liabilities under this contract and all necessary action has been taken to authorise the execution and performance of this contract under the Contractor Trust Deed; and

(ii) indemnifies the purchaser, and agrees to keep the purchaser indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 77(b)(i).

(c) Prior to the Contractor Trustee being replaced as the trustee of the Contractor Trust in accordance with the Contractor Trust Deed:

(i) the Contractor Trustee must procure that the replacement trustee enters into a new deed with the purchaser on the same terms as this contract;

(ii) the Contractor Trustee (as outgoing trustee) must procure an agreement from the purchaser, under which the purchaser releases the Contractor Trustee from the requirement to observe and perform any future obligation under this contract;

(iii) the Contractor Trustee (as outgoing trustee) must release the purchaser, from the requirement to observe and perform any future obligation under this contract; and

(iv) the Contractor Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the purchaser in relation to entering into a new deed under this clause 77(c) and the costs and expenses of registering any new deed on the title to the Development Site.

(d) Subject to clause 77(f), liability arising under or in connection with this contract (except under or in connection with clause 77(b) above) is limited and can be enforced against the Contractor Trustee only to the extent to which the Contractor Trustee, having sought indemnification to the maximum extent possible, is actually indemnified in respect of that liability out of the assets of the Contractor Trust. This limitation of the Contractor Trustee's liability extends to all liabilities and obligations of the Contractor Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this contract.

(e) No party to this contract or any person claiming through or on behalf of them will be entitled to:

(i) claim from or commence proceedings against the Contractor Trustee in respect of any liability in any capacity other than as the trustee of the Contractor Trust;

(ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Contractor Trustee, or prove in any liquidation, administration or arrangement of or affecting the Contractor Trustee, except in relation to the assets of the Contractor Trust; or

(iii) enforce or seek to enforce any judgment in respect of a liability under this contract or otherwise against the Trustee in any capacity other than as Contractor Trustee of the Contractor Trust,

except under or in connection with clause 77(b) above.

(f) Notwithstanding any other provision of this contract, clauses 77(d) and 77(e) do not apply to any obligation or liability of the Contractor Trustee to the extent to which there is, in respect of that obligation or liability, whether under the Contractor Trust Deed or by operation of law, a reduction in the extent of the Contractor Trustee's indemnification, or

loss of the Contractor Trustee's right of indemnification, out of the assets of the Contractor Trust as a result of Contractor Trustee's failure to properly perform its duties as trustee of the Contractor Trust.

(g) Nothing in clause 77(f) will make the Contractor Trustee liable for any claim for an amount greater than the amount which the purchaser would have been able to claim and recover from the assets of the Contractor Trust in relation to the relevant obligation or liability if the Contractor Trustee's right of indemnification, out of the assets of the Contractor Trust had not been prejudiced by the failure of the Contractor Trustee to properly perform its duties.

# Reference Schedule

## Item 1 - Annexures

Copies of the following documents are attached and marked with the annexure number referred to alongside:

1. Floor Plan
2. Finishes and Upgrade Selection Form
3. Disclosure Statement – including:
    (a) Draft Subdivision Plan;
    (b) Draft Subdivision Plan Instrument;
    (c) Draft Schedule of Finishes.
4. Title Search
5. Deposited Plan
6. Dealings
7. Planning Certificate under section 10.7 of the EPA Act
8. Sewerage Service Diagram
9. Standard Requisitions
10. Draft Community Plan Instrument
11. Precinct Property Title, Precinct Plan and Precinct Plan Instrument
12. Precinct Development Contract
13. Precinct Management Statement
14. Clearance Certificate
15. Privacy Statement
16. Vegetation Management Plan
17. Fair Trading Consumer Building Guide
18. Home Owners Warranty Certificate

# Annexure 1. Floor Plan

## Annexure 2. Finishes and Upgrade Selection Form

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# CUSTOMER OPTIONS SCHEDULE

3, 4 & 5 BEDROOM HOMES

| | |
|---|---|
| LOT NUMBER | |
| CUSTOMER NAME | |
| MIRVAC REPRESENTATIVE | DATE |

## Options & Upgrades

(price is inclusive of GST)

### COLOUR SCHEME & CARPET SELECTION

| COLOUR SCHEME | | CARPET SELECTION | |
|---|---|---|---|
| Summer ☐ | Autumn ☐ | Cut Pile – Light ☐ | Cut Pile – Dark ☐ |

### FLOORING UPGRADES

Engineered timber flooring to living spaces, inclusive of ground floor, entry & stairs, as applicable. Feature tile to laundry and powder room, as applicable. Tile colour to align with selected home scheme. Bedrooms to remain as carpet.

| | | |
|---|---|---|
| 3 BEDROOM | Engineered timber flooring and feature tile | Total to be added to contract price |
| | $20,000 ☐ | $ |
| 4 BEDROOM | Engineered timber flooring and feature tile | Total to be added to contract price |
| | $25,000 ☐ | $ |
| 5 BEDROOM | Engineered timber flooring and feature tile | Total to be added to contract price |
| | $30,000 ☐ | $ |

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## ADDITIONAL TIMBER FLOORING

| | | |
|---|---|---|
| 3 BEDROOM | Engineering timber flooring to first floor area, including bedrooms | Total to be added to contract price |
| | $15,000 ☐ | $ |
| 4 BEDROOM | Engineering timber flooring to first floor area, including bedrooms | Total to be added to contract price |
| | $20,000 ☐ | $ |
| 5 BEDROOM | Engineering timber flooring to first floor area, including bedrooms | Total to be added to contract price |
| | $25,000 ☐ | $ |

| | | |
|---|---|---|
| WHERE APPLICABLE | Engineered timber flooring to ground floor or lower ground bedroom where applicable | Total to be added to contract price |
| | $5,000 ☐ | $ |

### Timber Floorboard Terms and Conditions

By selecting any of the timber floor boards upgrades, the purchaser accepts the following:

- Engineered timber flooring is a floor covering and has a limited life span;
- Timber is a natural product that varies in colour and grain. It is not a hard surface and sharp or general objects will cause scratching or denting of the boards. Special care needs to be taken with entry, hallway and other high traffic areas that attract grit from the bottom of shoes as well as the placement of furniture or other fixed and loose items;
- Engineered timber flooring is a natural material and is therefore susceptible to warping and movement. Timber naturally absorbs and releases moisture, hence alterations such as warping, shrinkage, expansion, twisting, etc will occur;
- Anything that alters temperature or moisture such as heaters, air-conditioners, clothes dryers, fireplaces and direct sunlight can increase the occurrence of shrinkage or expansion of timber flooring. For all maintenance and climatic control requirements, refer to the manufacturer's Warranty & Maintenance Guide, which will be included in your owner's manual at settlement.

To seek to minimise shrinkage, expansion, delamination and fading of engineered timber flooring after settlement you should:

- Immediately install window furnishings and take other steps necessary to maintain a consistent temperature inside your property post settlement.
- Maintain and clean the floor in accordance with the manufacturer's maintenance instructions.
- Avoid dragging items across the timber flooring, and or be very careful placing furniture and other fixed or moveable items on the flooring.

Please refer to the Engineered Timber Flooring Waiver annexed to the Customer Options Selection Form for further information.

## NATURAL STONE UPGRADE

Natural stone to kitchen island benchtop, splashback, front face and sides.
Natural stone to pantry benchtop and splashback, where applicable.

| | | |
|---|---|---|
| 3, 4 & 5 BEDROOM | Summer/Autumn | Total to be added to contract price |
| | $18,000 ☐ | $ |

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## KITCHEN APPLIANCES UPGRADES

| | | |
|---|---|---|
| 3, 4 & 5 BEDROOM | Smeg Oven Package<br>Including Stil Novo Pyrolitic Oven and Pyro Steam 40 Oven | Total to be added to contract price |
| | $6,000 ☐ | $ |
| | Fisher & Paykel 90cm Integrated Refrigerator & Freezer | Total to be added to contract price |
| | $10,000 ☐ | $ |
| | Fridge Water Point<br>Not applicable to integrated fridge upgrade | Total to be added to contract price |
| | $500 ☐ | $ |

## KITCHEN LIGHTING UPGRADES

| | | | |
|---|---|---|---|
| 3, 4 & 5 BEDROOM | Feature Pendant Light<br>Feature pendant light above island bench | Feature LED Lighting<br>LED lights to kitchen floating shelves & island face | Total to be added to contract price |
| | $3,000 ☐ | $3,000 ☐ | $ |

## LIVING UPGRADE

| | | |
|---|---|---|
| 3 & 4 BEDROOM | Aluminium Mesh Flyscreen<br>To living room and bedroom sliding doors (excluding entry door) as applicable | Total to be added to contract price |
| | $4,000 ☐ | $ |
| 5 BEDROOM | Aluminium Mesh Flyscreen<br>To living room and bedroom sliding doors (excluding entry door) as applicable | Total to be added to contract price |
| | $5,000 ☐ | $ |
| 3, 4 & 5 BEDROOM | Electronic operable pergolas<br>Upgrade to include rain sensor, LED lighting and fan available on lots with an existing pergola only | Total to be added to contract price |
| | $8,000 ☐ | $ |

## BATHROOM UPGRADES

| | | |
|---|---|---|
| 3, 4 & 5 BEDROOM | Heated Towel Rail Upgrade<br>In lieu of standard towel rails (per ensuite/bathroom) | Total to be added to contract price |
| | $3,000 | |
| | Ensuite (LG/GF) ☐<br>Ensuite (First Floor) ☐<br>Bathroom (First Floor) ☐ | $ |

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| | | |
|---|---|---|
| 3, 4 & 5 BEDROOM | Smart Toilet<br>In lieu of standard toilet (per toilet) | Total to be added to contract price |
| | $5,000 | |
| | Ensuite (LG/GF) ☐<br>Ensuite (First Floor) ☐<br>Bathroom (First Floor) ☐<br>Powder Room (LG/GF) ☐<br>Powder Room (First Floor) ☐ | $ |

## LAUNDRY UPGRADES

Fisher & Paykel 11kg Steam Care Stacked Front Loading Washing Machine and Fisher & Paykel 9kg Heat Pump Dryer.

| | | | |
|---|---|---|---|
| 3, 4 & 5 BEDROOM | Graphite ☐ | White ☐ | Total to be added to contract price |
| | $5,000 | | $ |

## ELECTRIC VEHICLE CHARGING UPGRADE

Smart charger and integrated charging cable to car space(s) as nominated.

| | | | |
|---|---|---|---|
| 3, 4 & 5 BEDROOM | One (1) Space | Two (2) Spaces<br>Not applicable to single car garages | Total to be added to contract price |
| | $14,000 ☐ | $28,000 ☐ | $ |
| | 13.5Kwh Tesla Powerwall 2 battery Storage | | Total to be added to contract price |
| | $20,000 ☐ | | $ |

### Electric Vehicle Charging Terms and Conditions

- The Electric Vehicle Charging Upgrade will be provided to the number of car spaces as indicated on the Customer Options Schedule. If the Property includes more than one car space and the upgrade has been selected for some but not all of the car spaces then Mirvac will select the car space(s) that receives the upgrade at Mirvac's discretion.
- Electricity consumed by each car space will be connected to the power supply for the common property of the building, will be individually metered and will be charged to the purchaser on a user-pays basis. Refer to the strata by-laws for further details.

## WET BAR UPGRADE

Porcelain to bench top and splash back. Including bar fridge, sink and mixer, under bench joinery, linen joinery (where applicable).

| | | | | |
|---|---|---|---|---|
| SELECTED HOMES ONLY | Type 1 ☐<br>Lot 22, 23, 24 & 25 | Type 2 ☐<br>Lot 83, 84, 87, 88 | Type 3 ☐<br>Lot 77-82, 85, 86, 89-93 | Total to be added to contract price |
| | $25,000 | | | $ |

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TOTAL

| Cost of all Customer Options (including GST) | $ 0 |
|---|---|

# Customer Confirmation

By signing this Customer Options Schedule the Purchaser acknowledges that this document (including any terms applicable to the upgrades) form part of the special conditions of the Contract for Sale.

NAME OF CUSTOMER

SIGNATURE

MIRVAC REPRESENTATIVE

SIGNATURE

DATE

COMMENTS

## Annexure 3. Disclosure Statement – including Draft Subdivision Plan, Draft Subdivision Plan Instrument and Draft Schedule of Finishes

# Disclosure Statement – Off the Plan Contracts

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

| | |
|---|---|
| **VENDOR** | **Mirvac Projects (Retail and Commercial) Pty Limited ACN 151 466 241 as trustee for the Mirvac Pennant Hills Residential Trust ABN 80 199 861 372** |
| **CONTRACTOR** | **Mirvac Highforest Pty Ltd ACN 682 614 375 in its capacity as trustee of the Highforest Trust ABN 45 669 365 711** |
| **PROPERTY** | Lots 103 to 121, Housing Central, Highforest, 55 Coonara Avenue, West Pennant Hills NSW 2125 |

| **TITLE STRUCTURE** | |
|---|---|
| **Will the lot be a lot in a strata scheme?** | ☒ No ☐ Yes |
| **Will the lot also be subject to a Strata Management Statement or Building Management Statement?** | ☒ No ☐ Yes |
| **Will the lot form part of a community, precinct or neighbourhood scheme?** | ☐ No ☒ Yes<br>**If Yes, please specify scheme type:** Precinct scheme within a community scheme |

| **DETAILS** | | | | | | |
|---|---|---|---|---|---|---|
| **Completion** | The later of:<br>(a) 21 days after the date on which the Contractor serves a Registration Notice on the purchaser;<br>(b) 21 days after the date on which the Contractor serves copies of the Registered Documents on the purchaser; and<br>(c) 14 days after the date on which the Contractor serves a copy of the Occupation Certificate on the purchaser. | | | | **Refer to clause(s)** | **Clause 62.1** |
| **Is there a sunset date?** | ☐ No ☒ Yes | **Can this date be extended?** | ☐ No ☒ Yes | **Refer to clause(s)** | **Clause 63.1** | |
| **Does the purchaser pay anything more if they do not complete on time?** | ☐ No ☒ Yes | Provide details, including relevant clause(s) of contract: | **Clause 64.1** – daily interest at the interest rate per annum (12%) calculated daily from and including the date for completion to but excluding the actual day of completion.<br>**Clause 64.4(c)** – $300 (ex GST) if the contractor serves a notice to complete on the purchaser. | | | |
| **Has development approval been obtained?** | ☐ No ☒ Yes | Development Approval No: | DA/860/220/JP and DA 11/2024/JP | | | |
| **Has a principal certifying authority been appointed?** | ☐ No ☒ Yes | Provide details: | Central Certification Pty Ltd.<br>39 Elyard Street, Narellan NSW 2567<br>Phone: 1300 421 606<br>Email: office@centralcertify.com.au | | | |
| **Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?** | ☐ No ☒ Yes | Provide details, including relevant clause(s) of contract: | **Clauses 62.3** – subject to complying with s66ZS of the *Conveyancing Act*, the Contractor can rescind if the Subdivision Plan and Subdivision Plan Instrument are not registered by the sunset date (as may be extended under **clause 63.1**).<br><br>**For Lots 115, 116, 118, 119, 120, 121 only – Clause 78** – The Contractor can rescind if the Modification Approval Condition is not satisfied or not waived on or before the Modification Approval Sunset Date (as may be extended under clause 78.4). | | | |

| **ATTACHMENTS** *(s66ZM(2) of the Conveyancing Act 1919)* | |
|---|---|
| **The following prescribed documents are included in this disclosure statement *(select all that apply)*.** | |
| ☒ draft plan | ☐ draft community/precinct/neighbourhood/ management statement |
| ☒ s88B instrument proposed to be lodged with draft plan | ☐ draft community/precinct/neighbourhood/ development contract |
| ☒ proposed schedule of finishes | ☐ draft strata management statement |
| ☐ draft strata by-laws | ☐ draft building management statement |
| ☐ draft strata development contract | |

| PLAN FORM 6 (2020) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 5 sheet(s) |
|---|---|---|

Office Use Only

Registered:

Title System:

Office Use Only

# DRAFT

REVISION [07] DATE:25/02/2025

**PLAN OF**
PROPOSED SUBDIVISION OF LOT 71 D.P.280098 FROM PRECINCT PLAN 9 BEING PART OF THE 55 COONARA AVENUE COMMUNITY SCHEME

LGA: THE HILLS SHIRE

Locality: WEST PENNANT HILLS

Parish: FIELD OF MARS

County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of Suite 7.01 Level 7, 3 Rider Blvd Rhodes

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

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

~~*(b) The part of the land shown in the plan(*being/*excluding **.....~~
~~.....)~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

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

Datum Line: .....

Type: ~~*Urban~~/~~*Rural~~

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

Signature: .....Dated: .....

Surveyor Identification No: .....
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, .....

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

Signature: .....

Registration number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of ~~survey/compilation~~.

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

Surveyor's Reference: 011-18 PSUB-71-TM

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

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Community Plans\3. Precinct Plans Draft\011-18G S204 [07] - PPD - A.K.P. - T.M.

PLAN FORM 6D (2019)(Community annexure) **WARNING: Creasing or folding will lead to rejection**

## DEPOSITED PLAN ADMINISTRATION SHEET



Office Use Only

**Registered:**

Office Use Only

DRAFT

REVISION [07] DATE:25/02/2025

**PLAN OF**
PROPOSED SUBDIVISION OF LOT 71 D.P.280098 FROM PRECINCT PLAN 9 BEING PART OF THE 55 COONARA AVENUE COMMUNITY SCHEME

Subdivision Certificate number: .....

Date of endorsement: .....

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Name of Development (Optional)

Address for Service of Notices

### WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of clause 11(2) *Community Land Development Regulation 2021*.

Any changes will be recorded in a replacement schedule.

### UPDATE NOTE (Approved Form 8)

This document contains an *updated/*revised schedule of Unit Entitlements and replaces the existing schedule registered on ^.....

** Strike through if inapplicable*
*^ Insert registration date of previous schedule*

### VALUER'S CERTIFICATE (Approved Form 9)

I,#.....

of .....

being a qualified valuer, as defined in the *Community Land Development Act 2021* by virtue of having membership with:
Professional Body:.....
Class of membership:.....
Membership number:.....
certify that:

the unit entitlements shown in the schedule herewith were apportioned on .....(being the valuation day) in accordance with section 31 *Community Land Development Regulation 2021.*

Signature: ..... Dated: .....

*# Full name, valuer company name or company address*

SCHEDULE OF UNIT ENTITLEMENT

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|---|---|---|---|---|---|
| 103 | | | 113 | | |
| 104 | | | 114 | | |
| 105 | | | 115 | | |
| 106 | | | 116 | | |
| 107 | | | 117 | | |
| 108 | | | 118 | | |
| 109 | | | 119 | | |
| 110 | | | 120 | | |
| 111 | | | 121 | | |
| 112 | | | | | |
| TOTAL | | | | | |

If space is insufficient use annexure sheet - Plan Form 6A

Surveyor's Reference: 011-18 PSUB-71-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Community Plans\3. Precinct Plans Draft\011-18G S204 [07] - PPD - A.K.P. - T.M.

**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only

**Registered:**

**PLAN OF**
PROPOSED SUBDIVISION OF LOT 71
D.P.280098 FROM PRECINCT PLAN 9 BEING PART OF
THE 55 COONARA AVENUE COMMUNITY SCHEME

Subdivision Certificate number: .....

Date of Endorsement: .....

Office Use Only

# DRAFT

REVISION [07] DATE:25/02/2025

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

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

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

1. EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (C12)
2. EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (C12P)
3. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E12)
4. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E12P)
5. RESTRICTION ON THE USE OF LAND (F12)
6. EASEMENT FOR SUPPORT OF RETAINING WALL VARIABLE WIDTH (H12)
7. POSITIVE COVENANT FOR MAINTENANCE AND REPAIR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PSUB-71-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Community Plans\3. Precinct Plans Draft\011-18G S204 [07] - PPD - A.K.P. - T.M.

**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

Office Use Only

**Registered:**

Office Use Only

# DRAFT

REVISION [07] DATE:25/02/2025

**PLAN OF**
PROPOSED SUBDIVISION OF LOT 71
D.P.280098 FROM PRECINCT PLAN 9 BEING PART OF
THE 55 COONARA AVENUE COMMUNITY SCHEME

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c) | | | | |
|---|---|---|---|---|
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
| 103 | - | - | - | - |
| 104 | - | - | - | - |
| 105 | - | - | - | - |
| 106 | - | - | - | - |
| 107 | - | - | - | - |
| 108 | - | - | - | - |
| 109 | - | - | - | - |
| 110 | - | - | - | - |
| 111 | - | - | - | - |
| 112 | - | - | - | - |
| 113 | - | - | - | - |
| 114 | - | - | - | - |
| 115 | - | - | - | - |
| 116 | - | - | - | - |
| 117 | - | - | - | - |
| 118 | - | - | - | - |
| 119 | - | - | - | - |
| 120 | | | | |
| 121 | - | - | - | - |

SOURCE:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PSUB-71-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Community Plans\3. Precinct Plans Draft\011-18G S204 [07] - PPD - A.K.P. - T.M.

**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

Office Use Only

**Registered:**

**PLAN OF**
PROPOSED SUBDIVISION OF LOT 71
D.P.280098 FROM PRECINCT PLAN 9 BEING PART OF
THE 55 COONARA AVENUE COMMUNITY SCHEME

Subdivision Certificate number: .....

Date of Endorsement: .....

Office Use Only

# DRAFT

REVISION [07] DATE:25/02/2025

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

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PSUB-71-TM

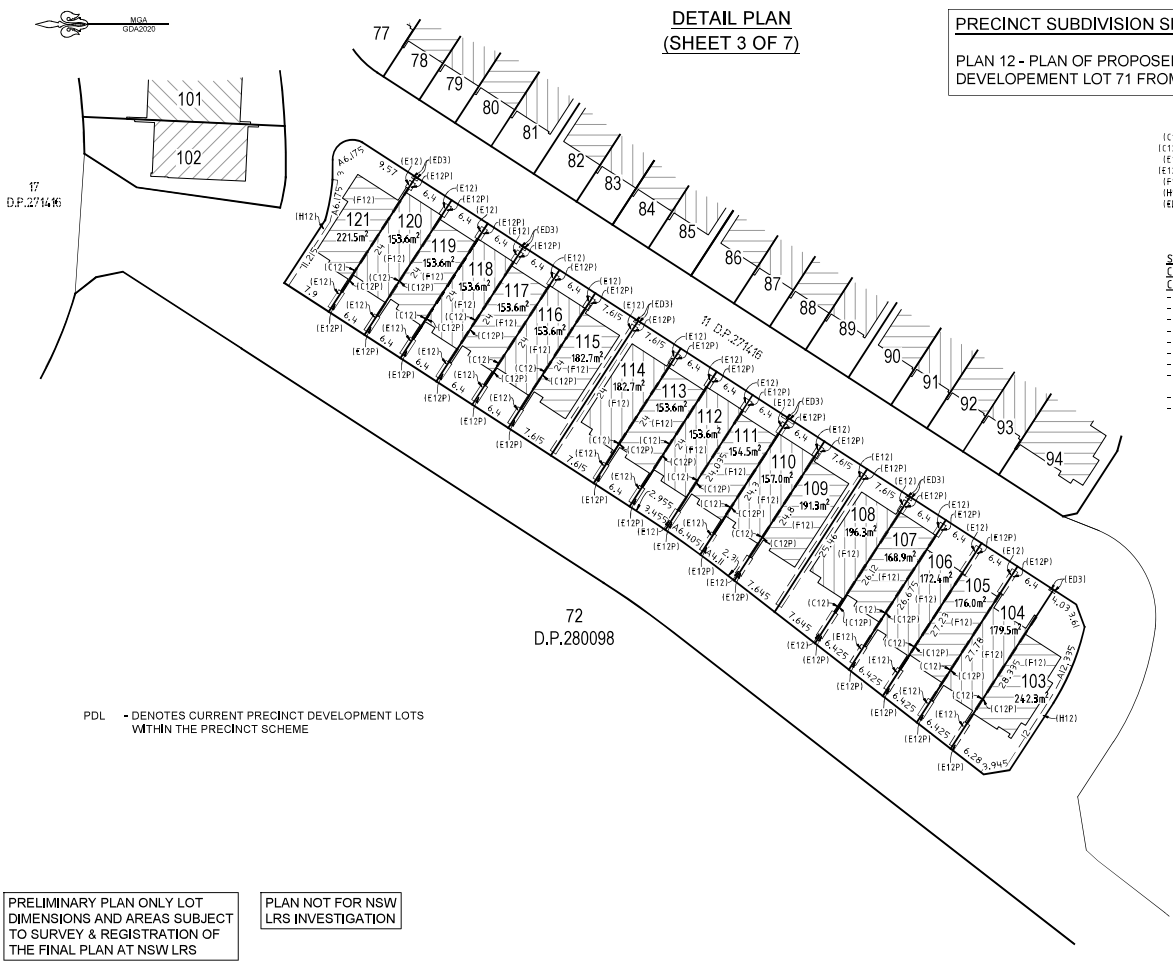
CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Community Plans\3. Precinct Plans Draft\011-18G S204 [07] - PPD - A.K.P. - T.M.

# DETAIL PLAN
## (SHEET 3 OF 7)

## PRECINCT SUBDIVISION SEQUENCING PLANS

PLAN 12 - PLAN OF PROPOSED SUBDIVISION OF PRECINCT DEVELOPEMENT LOT 71 FROM PRECINCT PLAN 9 - (PROPOSED D.P.280098)

MGA GDA2020




(C12) - EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE
(C12P) - EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE
(E12) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE
(E12P) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE
(F12) - RESTRICTION ON THE USE OF LAND
(H12) - EASEMENT FOR SUPPORT OF RETAINING WALL VARIABLE WIDTH
(ED3) - EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (DP.....)

SCHEDULE OF EASEMENTS, RESTRICTIONS AND POSITIVE COVENANTS AFFECTING ALL LOTS CREATED VIA THE DRAFT COMMUNITY PLAN 88B

- EASEMENT FOR CRANE JIB SWING - ITEM 25
- RESTRICTION ON THE USE OF LAND (APZ) - ITEM 28
- RESTRICTION ON THE USE OF LAND (VMP) - ITEM 29
- POSITIVE COVENANT (APZ) - ITEM 30
- POSITIVE COVENANT (VMP) - ITEM 31
- RESTRICTION ON THE USE OF LAND (RAINWATER TANK) - ITEM 32
- POSITIVE COVENANT (KEEPING OF ANIMALS) - ITEM 35
- RESTRICTION ON THE USE OF LAND (USE OF SGARS POISONS FOR PEST CONTROL) - ITEM 36
- POSITIVE COVENANT (FAUNA FRIENDLY FENCING) - ITEM 37
- RESTRICTION ON THE USE OF LAND (BEDROOM NUMBERS) - ITEM 40.

PDL - DENOTES CURRENT PRECINCT DEVELOPMENT LOTS WITHIN THE PRECINCT SCHEME

10 8 6 4 2 0 10 20
1:400 @ A2

PRELIMINARY PLAN ONLY LOT DIMENSIONS AND AREAS SUBJECT TO SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS

PLAN NOT FOR NSW LRS INVESTIGATION

PROPOSED EASEMENT LOCATIONS ARE INDICATIVE ONLY & SUBJECT TO DEVELOPMENT CONSENT, DETAILED DESIGN, CONSTRUCTION, SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS

| SURVEYOR | PLAN OF | | | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Craig & Rhodes<br>Date:<br>Reference: 011-18 PSUB-71-TM | PROPOSED SUBDIVISION OF LOT 71 D.P.280098 FROM PRECINCT PLAN 9 BEING PART OF THE 55 COONARA AVENUE COMMUNITY SCHEME | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 400<br>Lengths are in metres | Registered | PPN D.P.280098<br>D.P. DRAFT<br>REVISION [07] DATE:25/02/2025 |

CAD REF: G:\Aspect\Projects\011_18\Survey\CAD\03000\Plan\Plan_DetDrn\Community Title\3. Precinct Plans_DetDrn\011-18 SSM (07) - PRE - A1.P - 1:14

**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:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____ dated _____

**Full name and address of the owner of the Land:** **Mirvac Projects (Retail and Commercial) Pty Limited** ACN 151 466 241 of Level 28, 200 George Street, Sydney NSW 2000

**Drafting note: The easements, covenants and restrictions including the terms in this document are subject to approval of Council and relevant Authorities. Changes may be required.**

## Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement for Support and Services 0.15 wide (C12) | 104 | 103 |
| | | 105 | 104 |
| | | 106 | 105 |
| | | 107 | 106 |
| | | 108 | 107 |
| | | 110 | 109 |
| | | 111 | 110 |
| | | 112 | 111 |
| | | 113 | 112 |
| | | 114 | 113 |
| | | 116 | 115 |
| | | 117 | 116 |

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……

Highforest



draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| | | 118 | 117 |
| | | 119 | 118 |
| | | 120 | 119 |
| | | 121 | 120 |
| 2 | Easement for Support and Services 0.15 wide (C12P) | 103 | 104 |
| | | 104 | 105 |
| | | 105 | 106 |
| | | 106 | 107 |
| | | 107 | 108 |
| | | 109 | 110 |
| | | 110 | 111 |
| | | 111 | 112 |
| | | 112 | 113 |
| | | 113 | 114 |
| | | 115 | 116 |
| | | 116 | 117 |
| | | 117 | 118 |
| | | 118 | 119 |
| | | 119 | 120 |
| | | 120 | 121 |

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……

Highforest



draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 3 | Easement for Support of Retaining Wall 0.5 wide (E12) | 104<br>105<br>106<br>107<br>108<br>109<br>110<br>111<br>112<br>113<br>114<br>115<br>116<br>117<br>118<br>119<br>120<br>121 | 103<br>104<br>105<br>106<br>107<br>108<br>109<br>110<br>111<br>112<br>113<br>114<br>115<br>116<br>117<br>118<br>119<br>120 |
| 4 | Easement for Support of Retaining Wall 0.5 wide (E12P) | 103<br>104 | 104<br>105 |

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……

Highforest

ME_950858336_1

draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| | | 105 | 106 |
| | | 106 | 107 |
| | | 107 | 108 |
| | | 108 | 109 |
| | | 109 | 110 |
| | | 110 | 111 |
| | | 111 | 112 |
| | | 112 | 113 |
| | | 113 | 114 |
| | | 114 | 115 |
| | | 115 | 116 |
| | | 116 | 117 |
| | | 117 | 118 |
| | | 118 | 119 |
| | | 119 | 120 |
| | | 120 | 121 |
| 5 | Restriction on the Use of Land (F12) | 103 | 104 |
| | | 104 | 103, 105 |
| | | 105 | 104, 106 |
| | | 106 | 105, 107 |

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……

draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| | | 107 | 106, 108 |
| | | 108 | 107 |
| | | 109 | 110 |
| | | 110 | 109, 111 |
| | | 111 | 110, 112 |
| | | 112 | 111, 113 |
| | | 113 | 112, 114 |
| | | 114 | 113 |
| | | 115 | 116 |
| | | 116 | 115, 117 |
| | | 117 | 116, 118 |
| | | 118 | 117, 119 |
| | | 119 | 118, 120 |
| | | 120 | 119, 121 |
| | | 121 | 120 |
| 6 | Easement for Support of Retaining Wall variable width (H12) | 103, 121 | 1/271416 (Community Property), 11/271416 |

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 7 | Positive Covenant for Maintenance and Repair | 1/271416 (Community Property), 11/271416 | 103,121 |

draft

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____ dated _____

## Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

**Authorised User** means

(a) if the Grantee is a Community Association or Precinct Association, each registered proprietor of a lot in that Community Scheme or Precinct Scheme, and any occupier or lessee of that lot as authorised by the Community Association or Precinct Association;

(b) the Grantee's lessees, sub-lessees, employees, agents, contractors and licensees (including the lessee's employees, agents, contractors and licensees) and invitees of the Grantee; and

(c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Community Association** means the committee appointed under a Community Management Statement.

**Community Management Statement** means a community management statement registered with the Community Plan.

**Community Plan** means a community plan registered under the Development Act.

**Community Scheme** means a community scheme created on registration of a Community Plan.

**Council** means The Hills Shire Council or its successor.

**Development Act** means the *Community Land Development Act 2021* (NSW).

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

**Footings** means the footings of the Retaining Wall.

**Grantee** means:

(a) the registered proprietor of a Lot Benefited;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

(b) if, from time to time, a Community Scheme exists in respect of a Lot Benefited, the Community Association in respect of that Community Scheme; and

(c) if, from time to time, a Precinct Scheme exists in respect of a Lot Benefited, the Precinct Association in respect of that Precinct Scheme; and

(d) an Authority Benefited.

**Grantor** means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time, a Community Scheme exists in respect of a Lot Burdened, the Community Association in respect of that Community Scheme; and

(c) if, from time to time, a Precinct Scheme exists in respect of a Lot Burdened, the Precinct Association in respect of that Precinct Scheme.

**Instrument** means this section 88B instrument.

**Lot** means a lot in the Plan.

**Lot Benefited** means the whole or any part of a lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Management Act** means the *Community Land Management Act 2021* (NSW).

**Management Statements** means the Community Management Statement and the Precinct Management Statement.

**Plan** means the plan to which this Instrument relates.

**Precinct Association** means the committee appointed under the Precinct Management Statement.

**Precinct Management Statement** means a precinct management statement registered on a lot in the Plan.

**Precinct Plan** means deposited plan 280098.

**Precinct Scheme** means a precinct scheme created on registration of the Precinct Plan.

**Retaining Wall** means the retaining wall constructed within the Easement Site.

**Security Services** means services by any means for the prevention of any threat to the security or safety of a Grantee, Grantor or a Lot.

**Service** includes:

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, electricity, artificially heated or cooled air or oil;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

(b) the provision of sewage and drainage;

(c) firefighting services;

(d) transmission by, radio, television, satellite or other means;

(e) transmission by telephone or internet;

(f) telecommunication services;

(g) Security Services; and

(h) any other facility, supply or transmission.

The word "**includes**" in any form is not a word of limitation.

**1. TERMS OF EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE NUMBERED 1 AND 2 IN THE PLAN**

(a) The Grantor grants to the Grantee a right:

(i) of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the wall and building constructed on the Lot Benefited; and

(ii) to connect to and use the Services located within the wall constructed on the Lot Burdened.

(b) The Grantor must:

(i) repair and maintain that part of the wall and the Services constructed on the Lot Burdened; and

(ii) maintain the support and fire protection provided by the wall and building constructed on the Lot Burdened.

(c) The Grantee must not do anything which will detract from support and fire protection of the wall provided to the Lot Benefited.

(d) In exercising its rights under this Easement, the Grantor must:

(i) ensure all work is done properly;

(ii) cause as little inconvenience as is practicable to the Grantee and any occupier of the Lot Benefited;

(iii) cause as little damage as is practicable to the Lot Benefited and any improvement on it;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

(iv) restore the Lot Benefited as nearly as is practicable to its former condition; and

(v) make good any collateral damage.

**2. TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE NUMBERED 3 AND 4 IN THE PLAN**

(a) The Grantor grants to the Grantee the right for the retaining wall constructed on the Lot Benefited to be supported by that part of the Lot Burdened containing the Easement Site including the Retaining Wall and associated Footings to the extent that the retaining wall on the Lot Benefited derives support from the Easement Site (including any Retaining Wall and associated Footings).

(b) The Grantor must:

(i) not do anything which will detract from the support provided by the Retaining Wall;

(ii) maintain the subsoil drainage lines adjacent to the Retaining Walls; and

(iii) do all things necessary to the Retaining Wall to ensure the support of the retaining wall on the Lot Benefited is maintained; and

(iv) must keep the Footings and Retaining Wall in good repair and safe condition.

(c) The Grantee may insist the Footings and any part of the Retaining Wall that are located within the Easement Site on the Lot Burdened remain.

**3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN**

(a) The Grantor must not carry out any Works unless prior to commencement of the Works, the Grantor:

(i) procures an appropriately qualified civil/structural engineer to prepare a report stating that:

(A) the Works will not destabilise the adjoining buildings (including the roof, slab and footings) on the Lot Benefited; and

(B) where the Works are in relation to the roof of the Building, the Works do not affect the roof structure of the adjoining buildings of the Lot Benefited;

(ii) submits a copy of the report from the civil/structural engineer to the Grantee; and

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

(iii) obtains all consents and approvals required:

(A) by law or any Authority; and

(B) in accordance with the terms of the Management Statements,

to carry out the Works.

(b) In this restriction:

(i) **Building** means the structure constructed on the Lot Burdened including the roof, slab and footings; and

(ii) **Works** means any building works on the Lot Burdened including removing, constructing, altering, remodelling or rebuilding the Building.

**4. TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL VARIABLE WIDTH NUMBERED 6 IN THE PLAN**

(a) The Grantor grants to the Grantee the right for the Lot Benefited and any improvements constructed on the Lot Benefited to be supported by that part of the Lot Burdened containing the Easement Site including the Retaining Wall and associated Footings to the extent that the Lot Benefited derives support from the Easement Site (including any Retaining Wall and associated Footings).

(b) The Grantor must:

(i) not do anything which will detract from the support of the Retaining Wall;

(ii) maintain the subsoil drainage lines adjacent to the Retaining Walls to the extent that they are located within the Lot Burdened;

(iii) permit the Grantee to access the Lot Burdened to carry out its obligations under this easement and any associated positive covenant.

(c) The Grantee must keep the Footings and Retaining Wall in good repair and safe condition.

(d) In exercising its rights under this Easement, the Grantee must:

(i) comply with the approvals and requirements of any Authority and with the reasonable requirements of the Grantor when carrying out the works;

(ii) ensure all work is done properly;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

(iii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iv) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(v) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vi) make good any collateral damage.

(e) The Grantee must comply with any requirements or rules in respect of the Retaining Wall contained in the Management Statement.

**5. TERMS OF POSITIVE COVENANT FOR MAINTENANCE AND REPAIR NUMBERED 7 IN THE PLAN**

For the purposes of s88BA of the Act, the Grantee covenants to keep the Footings and Retaining Wall in good repair and safe condition and do all things necessary to maintain, repair and replace the Footings and Retaining Wall and any other structures of and incidental to the Retaining Wall so as to not detract from the support that the Footings and Retaining Wall provide.

**6. TERMS OF EFFECT OF THE MANAGEMENT STATEMENTS**

(a) This clause applies to each Easement in this Instrument.

(b) If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and any Management Statements.

(c) If the Management Statements allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Community Association), or the Management Statements impose rules or conditions on the carrying out of works, repair or maintenance, the Management Statements prevail to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.

(d) If the Management Statements regulate the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and the Management Statements, the Management Statements prevails to the extent of the inconsistency.

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

(e) If the Management Statements binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and the Management Statements:

(i) imposes obligations on the Grantor or Grantee;

(ii) confers rights on the Grantor or Grantee; or

(iii) requires the Grantor or Grantee to do or refrain from doing something,

(iv) which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement, then the party bound by the Management Statements has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

draft

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

**EXECUTED** on behalf of **The Hills Shire Council** by its authorised delegate pursuant to s.378 of Local Government Act 1993 No 30

_____

Name of Delegate (Print)

_____

Signature of Delegate

Electronic signature of me, …….. affixed by me, or at my direction on ……..…..

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

_____

Signature of Witness

Electronic signature of me, …… affixed by me, or at my direction, on……

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

_____

Name of Witness

_____

Address of Witness

draft

**Plan:** Plan of Precinct Subdivision over Lot 71 in Deposited Plan 280098 covered by Subdivision Certificate No _____

dated _____

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation | Mirvac Projects (Retail and Commercial) Pty Limited

Authority Power of Attorney – Book [INSERT] No. [INSERT]

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Name of authorised person | Name of authorised person |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Name of Witness | Name of Witness |
| Address of Witness | Address of Witness |

draft

# Highforest Housing Finishes Schedule

## INTERIORS

### INTERNAL WALLS
• Plasterboard with low VOC paint system and semi-gloss finish to woodwork

### INTERNAL DOORS
• Paint finish doors
• Satin hinges and latches
• Satin finish levers
• Satin finish door stops, where applicable

### LINEN CUPBOARD
• Included as per sales plans

### MOULDINGS
• Painted pine architraves and skirting

### INTERNAL STAIRCASES
• Staircase with timber handrail and carpet to treads and risers, where applicable

### LIGHT FITTINGS
• LED downlights to all rooms, wall lights to stairs and external wall light fittings to entry and patio, where applicable

### AIR CONDITIONING & FANS
• Fully ducted air conditioning
• Ceiling fans to living spaces and bedrooms

## FLOORING

### CARPET
• Wool blend carpet to second storey, stairs and bedrooms

### TILING
• Porcelain floor tiles to ground entry ways, ground floor and lower ground floor, where applicable

## KITCHEN

### KITCHEN CUPBOARDS
• Timber look or colour laminate doors (depending on selected scheme), with white lining to interiors and soft close drawers
• Pantry and butlers pantry, where applicable

### KITCHEN BENCHTOP
• Porcelain stone with waterfall edge, where applicable

### KITCHEN SINK
• Double bowl stainless steel under mount sink

### TAPWARE & FITTINGS
• Brushed nickel mixer

### KITCHEN APPLIANCES
• Smeg appliances including 90cm induction cooktop, 2 x 60cm ovens, microwave, fully integrated dishwasher and 90cm concealed and ducted rangehood

**FEATURE LIGHTING**
• LED strip lighting to the underneath of overhead cupboards

## BATHROOMS

**WALL & FLOOR TILING**
• Porcelain floor tiles and full height porcelain wall tiling to bathroom and ensuite

**VANITY UNITS**
• Porcelain benchtop with timber look laminate vanity
• Wall basin to powder room, where applicable

**VANITY MIRRORS**
• Wall mounted mirrored cabinet above vanity

**TAPWARE & FITTINGS**
• Brushed nickel tapware and hardware
• Brushed nickel hand-held shower with overhead rose

**BATH & SHOWER**
• Back to wall freestanding bathtub, where applicable
• Frameless shower screen and door

**TOILET SUITES**
• Back to wall toilet suite with soft close seat and concealed cistern

## LAUNDRY

**FLOORING**
• Porcelain floor tiles

**LAUNDRY JOINERY**
• Stainless steel 35L tub
• Overhead and under bench joinery

**TAPWARE & FITTINGS**
• Brushed nickel mixer

**BEDROOM WARDROBES**
• Sliding robe doors
• Double and single hanging, 1 x set of drawers with shelves above

## ELECTRICAL

**ELECTRICAL**
• Safety switches
• Smoke detectors
• TV points
• Phone points
• NBN connection with data points to all bedrooms, living room, family room and study, where applicable to home design
• Power outlets (indicative list only, subject to change):
- 3 x Double GPOs to master bedroom and living areas
- 2 x Double GPOs minimum to kitchen and all remaining bedrooms
- 1 x Double GPO to dining, garage, laundry, ensuite and bathrooms
- 1 x Waterproof GPO to first floor balcony adjacent to living area, where applicable

- 1 x Waterproof Double GPO to patio area
- 1 x Double GPO to under stair storage
- 1 x Double GPO in entry area of 2.5 storey homes only

## EXTERIOR

**FACADE MATERIALS** (where applicable)
• Rendered lightweight cladding
• Fibre cement cover batten cladding
• Feature timber-look vertical rib
• Vertical metal standing seam
• Feature tile cladding
• Rendered hebel panel
• Brickwork face brick
• External operable Venetian blinds

**WINDOWS (where applicable)**
• Aluminium powder-coated sliding and awning windows
• Flyscreens to operable windows, where applicable

**ROOFING (where applicable)**
• Flat metal decking roof
• Tile roof to homes with a pitch roof
• Colourbond steel fascia and gutters
• 6.6Kw solar panels

**FRONT DOOR**
• Timber entry door with either painted or timber batten finish

**GARAGE DOOR**
• Panel lift door with automatic door and remote control

**EXTERIOR**
• Powdercoated galvanised steel letterbox
• TV aerial installed on roof
• Folding frame clothesline
• Either electric heat pump or solar hot water unit, as applicable
• 1,500L above ground rainwater tank
• Air conditioning unit
• Bin enclosures, where applicable

**TAPWARE & FITTINGS**
• Brass garden taps to front and rear

**DRIVEWAY & REAR PATIO**
• Concrete with exposed aggregate driveway
• Tile finish to porch and patio
• Operable pergola to rear patio, where applicable

**LANDSCAPING**
• All lots landscaped to Mirvac specification

# Annexure 4.
# Title search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/271416

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 13/10/2025 | 2:14 PM | 2 | 13/10/2025 |

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP271416
AT WEST PENNANT HILLS
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP271416

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP271416
ADDRESS FOR SERVICE OF DOCUMENTS:
C/ - STRATA PLUS
PO BOX H181
ROYAL EXCHANGE
NSW 1225

SECOND SCHEDULE (33 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
3 7068079 POSITIVE COVENANT
4 7068080 RESTRICTION(S) ON THE USE OF LAND
5 DP1286947 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1286947 EASEMENT FOR UNDERGROUND CABLES 3.0 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1286947 RESTRICTION(S) ON THE USE OF LAND
8 DP1313553 EASEMENT FOR UNDERGROUND CABLES 1.6 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1313553 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1313553 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11 DP1313553 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12 DP1315873 EASEMENT FOR WATER SUPPLY PURPOSES 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (33 NOTIFICATIONS) (CONTINUED)
---

| | | |
|---|---|---|
| | | DIAGRAM |
| 13 | DP1315873 | EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 14 | DP1315873 | POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 15 | DP1289188 | EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED |
| 16 | DP1289188 | RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 17 | DP1289188 | RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED |
| 18 | DP1289188 | EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED |
| 19 | DP1319794 | EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 20 | DP271416 | EASEMENT FOR PUBLIC ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1) |
| 21 | DP271416 | EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 22 | DP271416 | RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT (DOC.1) |
| 23 | DP271416 | POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT (DOC.1) |
| 24 | DP271416 | EASEMENT FOR DRAINAGE OF WATER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1) |
| 25 | DP271416 | EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1) |
| 26 | DP271416 | EASEMENT FOR CRANE JIB SWING VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 27 | DP271416 | EASEMENT FOR CONSTRUCTION OPERATION PURPOSES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1) |
| 28 | DP271416 | EASEMENT FOR CONNECTION TO SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1) |
| 29 | DP271416 | RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 30 | DP271416 | POSITIVE COVENANT REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT (DOC.1) |
| 31 | DP271416 | POSITIVE COVENANT REFERRED TO AND NUMBERED (14) IN |

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FOLIO: 1/271416 PAGE 3
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SECOND SCHEDULE (33 NOTIFICATIONS) (CONTINUED)
---

THE S.88B INSTRUMENT (DOC.1)

32 DP271416 POSITIVE COVENANT REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT (DOC.1)

33 DP271416 POSITIVE COVENANT REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT (DOC.1)

NOTATIONS
---

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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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 5/271416

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| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 28/10/2025 | 12:28 PM | 2 | 15/10/2025 |

LAND

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LOT 5 IN COMMUNITY PLAN DP271416
AT WEST PENNANT HILLS
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP271416

FIRST SCHEDULE

---

MIRVAC PROJECTS (RETAIL AND COMMERCIAL) PTY LIMITED

SECOND SCHEDULE (48 NOTIFICATIONS)

---

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 INTERESTS RECORDED ON REGISTER FOLIO 1/271416
3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
4 BK 2051 NO 354 EASEMENT FOR WATER SUPPLY 6.095 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
6 BK 2051 NO 354 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
7 G379897 EASEMENT FOR ELECTRICITY PURPOSES 15.24 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
S429274 EASEMENT NOW VESTED IN THE PROSPECT COUNTY COUNCIL SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 J484640 EASEMENT FOR WATER SUPPLY PURPOSES 10.06 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 7068079 POSITIVE COVENANT
10 7068080 RESTRICTION(S) ON THE USE OF LAND
11 AS643510 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
12 DP1286947 EASEMENT FOR UNDERGROUND CABLES 3.0 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13 DP1286947 RESTRICTION(S) ON THE USE OF LAND
14 AU688588 MORTGAGE TO MIRVAC HIGHFOREST PTY LTD
15 DP1313553 EASEMENT FOR PADMOUNT SUBSTATION 5.045 METRE(S) WIDE

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (48 NOTIFICATIONS) (CONTINUED)
---

| | | |
|---|---|---|
| | | AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 16 | DP1313553 | EASEMENT FOR UNDERGROUND CABLES 1.6 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 17 | DP1313553 | EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 18 | DP1313553 | RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 19 | DP1313553 | RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 20 | DP1315873 | EASEMENT FOR WATER SUPPLY PURPOSES 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 21 | DP1315873 | EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 22 | DP1315873 | POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 23 | DP1315873 | POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 24 | DP1289188 | EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 25 | DP1289188 | EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED |
| 26 | DP1289188 | EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 27 | DP1289188 | RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 28 | DP1289188 | RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED |
| 29 | DP1289188 | EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED |
| 30 | DP1319794 | EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 31 | DP271416 | EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (48 NOTIFICATIONS) (CONTINUED)
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| | | |
|---|---|---|
| 32 | DP271416 | EASEMENT FOR DETENTION OF STORMWATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 33 | DP271416 | POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 34 | DP271416 | EASEMENT FOR DRAINAGE OF WATER APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1) |
| 35 | DP271416 | EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1) |
| 36 | DP271416 | EASEMENT FOR CRANE JIB SWING VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1) |
| 37 | DP271416 | EASEMENT FOR CONSTRUCTION OPERATION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1) |
| 38 | DP271416 | EASEMENT FOR CONNECTION TO SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1) |
| 39 | DP271416 | RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 40 | DP271416 | RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 41 | DP271416 | POSITIVE COVENANT REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 42 | DP271416 | POSITIVE COVENANT REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 43 | DP271416 | RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT (DOC.1) |
| 44 | DP271416 | POSITIVE COVENANT REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT (DOC.1) |
| 45 | DP271416 | RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT (DOC.1) |
| 46 | DP271416 | RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 47 | DP280098 | EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP280098 (DOC.2) |
| 48 | DP280098 | EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 METRE(S) WIDE REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2) |

END OF PAGE 3 - CONTINUED OVER

FOLIO: 5/271416 PAGE 4
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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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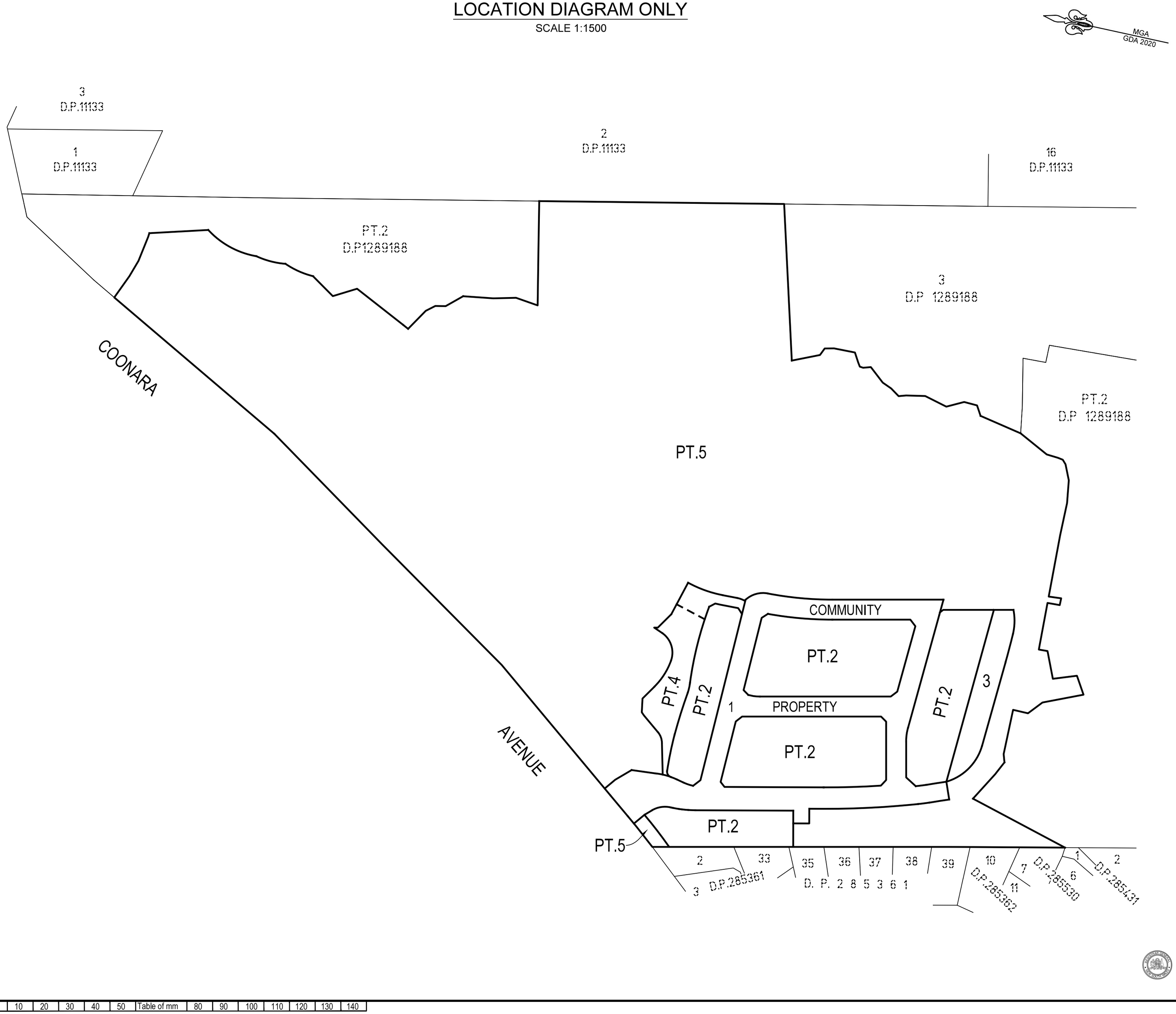
# Annexure 5.
# Deposited Plan

InfoTrack

# LOCATION DIAGRAM ONLY

SCALE 1:1500




THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

SCHEDULE OF CHANGES TO THE SCHEME

| LOT No | DETAILS | SHEET No |
|---|---|---|
| | | |

Subdivision Certificate No: 4/2026/SC

Date: 15 September 2025

Surveyor: TASY MORAITIS

Surveyor's Ref: 011-18 COM-SUB1-TM

Registered 13/10/2025

COMMUNITY / ~~PRECINCT~~ / ~~NEIGHBOURHOOD PLAN~~

# DP271416

ISSUE 14 : 01/10/2025

13/10/2025

CAD REF: G:\Acquired\CR\Projects\2018_jn\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S4S0 [15] - CPF - Y.G. - T.M.

10 20 30 40 50 Table of mm 80 90 100 110 120 130 140

Req:R082566 /Doc:DP 0271416 P /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 10:59 /Seq:1 of 22
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# DETAIL PLAN

(SHEET 1 OF 9 DETAIL SHEETS)

MGA GDA 2020

'X' SSM180262 FD

3 D.P.11133

RM DH&W FD IN KB 168°35'~6.245 (D.P.737386)
168°35'~6.26 (D.P.1289188)

1 D.P.11133

199°30'55" ~29.15 | 13.825 | 65°18'40"

168° | 35' | 20" | 168° | 165.010

RM DH&W FD IN KB 137.545
138°08'15"~1.505
(D.P.737386)

2 D.P.11133

RM DH&W FD
57°37'20"~22.7
(D.P.1289188)

19' | 143.245

RM GIP FD
53°43'35"~23.475
(D.P.1289188)

16 D.P.11133

RM GIP FD
258°20'~0.455
(D.P.87605)

45" | 168° | 12' | 199.935

17 D.P.11133

50" | 168°33'50" | 25.655 | 39.895

GIN FD IN POST
307°55'~0.13
(DP 737386)
RM GIP FD
258°28'~0.455
(DP 87605)

PT.2 D.P.1289188

PT.5
(9.652 ha)
TOTAL 9.668 ha

3 D.P.1289188

78°31'25" | 27.52 | (D) | 252° | 119.19

78°28'20" | 33.5

RM DH&W
33°24'40"~14.685

(C)

91.74 | 30.15

RM DH&W FD
44°35'20"~19.755
(D.P.1289188)

RM DH&W
38°43'50"~22.16

RM DH&W
189°47'15"~7.83

PT.2 D.P.1289188

SSM 82093 FD

RM DH&W FD IN KB
119°31'30"~3.52
(D.P.737386)

53.815 | 57' | 15.665 | 55° | 28°

55°40'50" (D.P. 1289188) | 6.815

213°56'45"~56.031 (MGA GROUND)

213°54'25"~56.050 (SURVEY)

213°19'05"~514.070 (SURVEY)
213°18'52"~514.073 (MGA GROUND)

207°56'50"~186.36

(78.74) | 122.985 | 05' | (37.975) | 10° | 33°

RM DH&W FD
120°44'30"~3.925
(D.P.737386)

(55.25) | 90.455

(E) (K) 24°

RM DH&W FD
187°03'30"~7.885
(RE REFERENCED BY CALCULATION FROM D.P.737386)

32° | 99.180 | 54' | (VARIABLE WIDTH) | 20°

213°22'35"~570.115 (SURVEY)
213°22'35"~570.099 (MGA GROUND)

RM DH&W FD
125°05'15"~6.495
(D.P.737386)

37° | 94.095 | 51' | AVENUE

RM DH&W FD
29°00'40"
~21.55
(D.P.1289188)

(A.12.445) (A.1.155) (7.445) (7.385) (F) (E)

RM DH&W FD
83°35'~27.875
(D.P.1289188)

(K)

RM DH&W FD
44°35'20"~19.755
(D.P.1289188)

SEE SHEETS 6 TO 10 FOR EXISTING EASEMENT DETAILS & RESTRICTION ON USE OF LAND (2L)

SEE SHEETS 3 TO 5 FOR FOR DETAIL

PT.4 & PT.5

PT.4 | PT.2 | PT.4

SSM 209323 PL | SSM 209314 PL

1 COMMUNITY

170°58'35" ~104.475

PT.2

PROPERTY

PT.2

81°24'50"~122.54

214°10'~104.085

3

PT.2

RM DH&W FD
99°50'05"~13.985
(D.P.1289188)

SSM 209531 PL

RM DH&W
153°59'20"~23.17

RM DH&W
163°27'15"~25.54

1 | 26.710 | 10°

SSM 209527 PL

(K) 342°21'25"~157.39

PT.5
(164.3 m²)

PT.2

195°41'15" | 60.96

RM GIP FD
307°~0.925
(D.P. 1289188)

72.55 | 90.84 | 68.095 | 266.615

347° | 9.83 | 39' | 15" | 348° | (12.61) | 00' | 10"

13°08'20"~6.74 (D.P.270109)

132°10'55" ~48.855

90°09'35" ~34.875

186°38'05" ~11.265

D.P.285530

D.P.285362

D. P. 2 8 5 3 6 1

D. P. 2 8 5 4 3 1

RM SSM57918 FD 'Y'

231°26'35"~93.305 (SURVEY)
231°26'25"~93.305 (MGA GROUND)

144°43'20"~140.830 (SURVEY)
144°43'22"~140.833 (MGA GROUND)

SSM86041 FD (D.P.285362)

155°53'10"~349.21 (SURVEY)
155°53'~349.25 (MGA GROUND)

SSM86040 FD

SEE SHEET 5 FOR SHORT LINE AND SHORT ARC TABLES

DIAGRAM

LINE 35 36 | 348° | 266.615 | 259°02'30" 38.945 (D.P.1289188) | 00' | 118.37 | 10" | JOIN

SSM42222 FD

RM GIP FD
81°21'30"~1.005
(11218-3000)

RM BROAD ARROW FD IN ROCK
339°32'30"~10.19
(11218-3000)

DIAGRAM
SCALE 1:1500

(C) - EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1289188) (NO.1)
(D) - EASEMENT FOR ELECTRICITY PURPOSES 15.24 WIDE VIDE DEALINGS G379897 & S429274
(E) - EASEMENT FOR WATER SUPPLY PURPOSES 10.06 WIDE AND VARIABLE WIDTH VIDE DEALING J484640
(F) - EASEMENT FOR WATER SUPPLY 6.095 WIDE AND COVENANT VIDE BK 2051 No.354
(G) - EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1289188)(NO.2)
(K) - RIGHT OF ACCESS AND EASEMENT FOR SERVICES VARIABLE WIDTH (D.P. 1289188)

| HEIGHT DIFFERENCE SCHEDULE | | | |
|---|---|---|---|
| FROM | TO | HEIGHT DIFFERENCE | METHOD |
| SSM 45146 | SSM 180262 | -6.483 | DIFFERENTIAL LEVELLING |
| SSM 180262 | SSM 82093 | -6.465 | DIFFERENTIAL LEVELLING |
| SSM 82093 | SSM 57918 | -41.612 | DIFFERENTIAL LEVELLING |
| SSM 57918 | SSM 209323 | -8.021 | DIFFERENTIAL LEVELLING |
| SSM 209323 | SSM 209314 | -3.149 | DIFFERENTIAL LEVELLING |
| SSM 209314 | SSM 209531 | -2.167 | DIFFERENTIAL LEVELLING |
| SSM 209531 | SSM 209527 | 10.089 | DIFFERENTIAL LEVELLING |
| SSM 209526 | SSM 45146 | 57.808 | DIFFERENTIAL LEVELLING |
| HEIGHT DATUM: AHD71 | | | |

| HEIGHT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| MARK | AHD VALUE | CLASS | PU | HEIGHT DATUM VALIDATION | AHD VALUE |
| SSM 45146 | 185.628 | LC | - | SCIMS ADOPTED | FOUND |
| SSM 180262 | 179.145 | LC | - | SCIMS VALIDATION | FOUND |
| SSM 57918 | 131 | U | - | SCIMS VALIDATION | FOUND |
| SSM 82093 | 173 | U | - | SCIMS VALIDATION | FOUND |
| SSM 209314 | 119.989 | B | - | - | PLACED |
| SSM 209323 | 123.047 | B | - | - | PLACED |
| SSM 209531 | 117.731 | B | - | - | PLACED |
| SSM 209527 | 127.82 | B | - | - | PLACED |
| DATE OF SCIMS AHD VALUES : 06/12/2024 | | | | HEIGHT DATUM: AHD71 | |

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 COORDINATE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | MGA COORDINATES | | CLASS | PU | METHOD | STATE |
| | EASTING | NORTHING | | | | |
| SSM 57918 | 317 806.493 | 6 264 510.729 | C | | SCIMS | FOUND |
| SSM 82093 | 318 088.833 | 6 264 940.316 | C | | SCIMS | FOUND |
| SSM 86040 | 317 733.533 | 6 264 452.570 | C | | SCIMS | FOUND |
| SSM 86041 | 317 814.865 | 6 264 337.594 | C | | SCIMS | FOUND |
| SSM 180262 | 318 120.121 | 6 264 986.797 | C | 0.02 | SCIMS | FOUND |
| SSM 42222 | 317 957.567 | 6 264 018.831 | B | | SCIMS | FOUND |
| SSM 209314 | 317 981.564 | 6 264 378.123 | D | | CADASTRAL TRAVERSE | PLACED |
| SSM 209323 | 317 965.177 | 6 264 481.306 | D | | CADASTRAL TRAVERSE | PLACED |
| SSM 209531 | 317 890.382 | 6 264 327.930 | D | | CADASTRAL TRAVERSE | PLACED |
| SSM 209527 | 317 842.684 | 6 264 477.913 | D | | CADASTRAL TRAVERSE | PLACED |
| DATE OF SCIMS COORDINATES: 06/12/2024 | | MGA ZONE: 56 | | | | MGA DATUM: GDA2020 |
| COMBINED SCALE FACTOR:0.999985 | | | | | | |

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | PLAN OF<br>SUBDIVISION OF LOT 1 IN DP 1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1500<br>Lengths are in metres | Registered<br>13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

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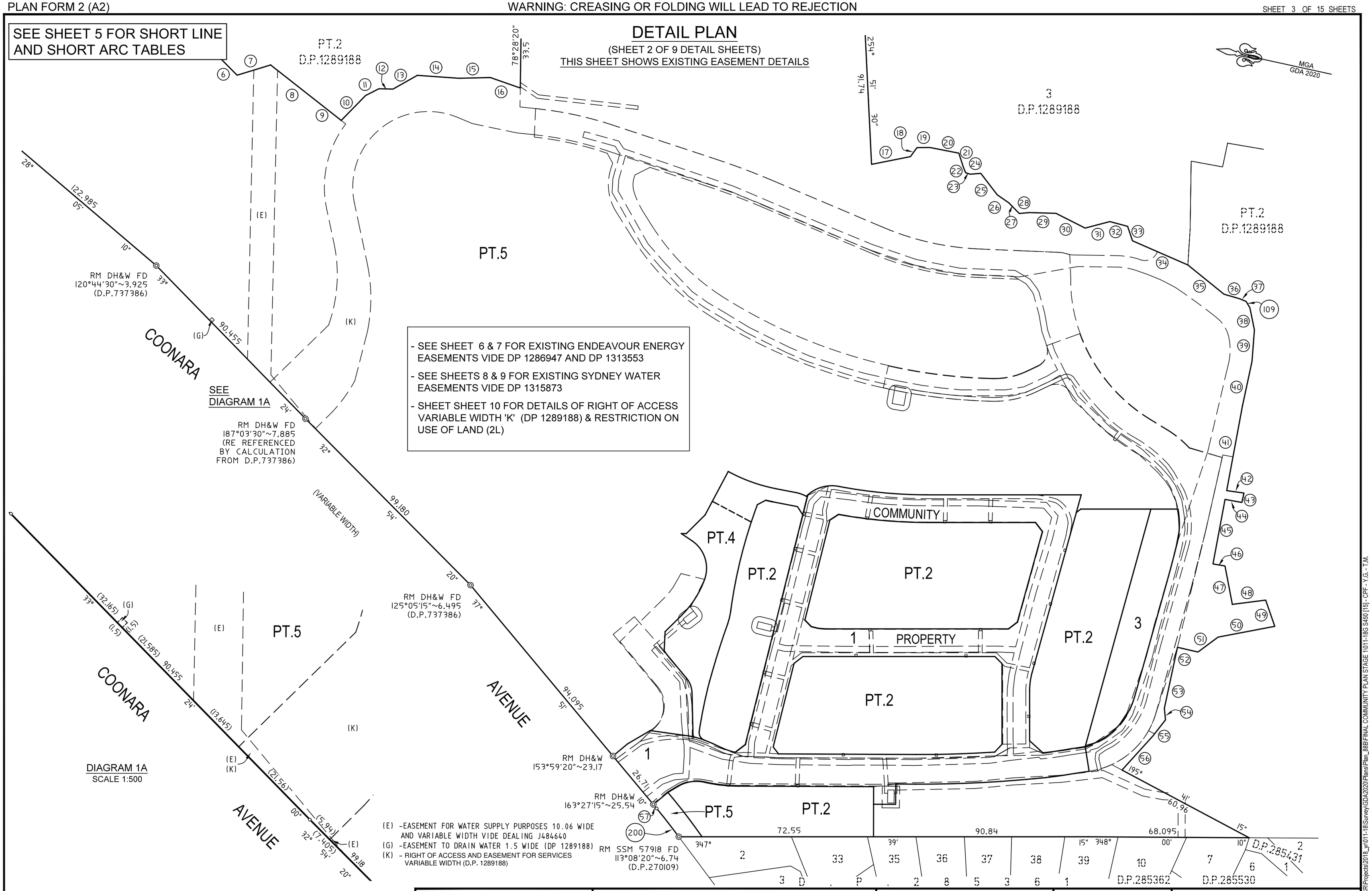
CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S450 (15)- CPF - Y.G. - T.M.

SEE SHEET 5 FOR SHORT LINE AND SHORT ARC TABLES

# DETAIL PLAN

(SHEET 2 OF 9 DETAIL SHEETS)

THIS SHEET SHOWS EXISTING EASEMENT DETAILS




- SEE SHEET 6 & 7 FOR EXISTING ENDEAVOUR ENERGY EASEMENTS VIDE DP 1286947 AND DP 1313553
- SEE SHEETS 8 & 9 FOR EXISTING SYDNEY WATER EASEMENTS VIDE DP 1315873
- SHEET SHEET 10 FOR DETAILS OF RIGHT OF ACCESS VARIABLE WIDTH 'K' (DP 1289188) & RESTRICTION ON USE OF LAND (2L)

(E) -EASEMENT FOR WATER SUPPLY PURPOSES 10.06 WIDE AND VARIABLE WIDTH VIDE DEALING J484640
(G) -EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1289188)
(K) - RIGHT OF ACCESS AND EASEMENT FOR SERVICES VARIABLE WIDTH (D.P. 1289188)

| SURVEYOR | PLAN OF | | Registered | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | SUBDIVISION OF LOT 1 IN DP 1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1000<br>Lengths are in metres | 13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

Req:R082566 /Doc:DP 0271416 P /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 10:59 /Seq:3 of 22
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CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S450 [15] - CPF - Y.G. - T.M.

Req:R082566 /Doc:DP 0271416 P /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 10:59 /Seq:4 of 22
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SEE SHEET 5 FOR SHORT LINE AND SHORT ARC TABLES

SEE SHEET 5 FOR SCHEDLE OF REFERNCE MARKS PLACED

# DETAIL PLAN

(SHEET 3 OF 9 DETAIL SHEETS))

MGA GDA 2020

APPROX. GROUND LEVEL RL127

PT4 0.1 LP RL110 (2F) PT5

SECTION A-A (NOT TO SCALE)

LPRL - DENOTES LEVEL PLANE AT THE NOTED RL.

PT.4 & PT.5 SEE DIAGRAM 4

PT.4 TOTAL 1840 m²

PT.5 164.3 m²

PT.2 (2159 m²)

PT.2 (4106 m²) TOTAL 1.484 ha

PT.2 (3790 m²)

PT.2 (1737 m²)

PT.2 (3047 m²)

1 7802 m²

3 1424 m²

PROPERTY

COMMUNITY (11.7 WIDTH)

SSM 209323 PL

SSM 209314 PL

SSM 209531 PL

SSM 209527 PL 57.28

SSM - CNR 138°03'20" ~10.145

SSM - CNR 121°34'35" ~10.38

SSM - CNR 286°44'45" ~10.47

RM SSM 57918 FD 347° 113°08'20"~6.74 (D.P.270109)

RM DH&W FD 99°50'05"~13.985 D.P.1289188

SSM57918 FD 'Y'

COONARA AVENUE

SEE SHEET 5 FOR DIAGRAM 1

SEE SHEET 5 FOR DIAGRAM 2

SEE SHEET 5 FOR DIAGRAM 3

(2A) - EASEMENT FOR PUBLIC ACCESS (WHOLE OF LOT)
(2B) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE & VARIABLE
(2C) - EASEMENT FOR DETENTION OF STORMWATER VARIABLE WIDTH
(2D) - EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
(2E) - EASEMENT FOR SERVICES (WHOLE OF LOT)
(2F) - EASEMENT FOR CRANE JIB SWING VARIABLE WIDTH
(2G) - EASEMENT FOR CONSTRUCTION OPERATION PURPOSES (WHOLE OF LOT)
(2H) - EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT)
(2J) - RESTRICTION ON THE USE OF LAND (APZ)(INNER PROTECTION AREA) - VARIABLE WIDTH (NO.11)
(2K) - RESTRICTION ON THE USE OF LAND (VMP) - VARIABLE WIDTH (NO.12)
(2JP) - POSITIVE COVENANT (APZ) 13THLY REFERRED TO IN THE 88B ONLY AFFECTS THE PARTS OF LOTS 2 & 5 IDENTIFIED AS (2JP)
(2KP) - POSITIVE COVENANT (VMP) 14THLY REFERRED TO IN THE 88B ONLY AFFECTS THE PART OF LOT 5 IDENTIFIED AS (2KP)

LEGEND

CO - DENTOES CONNECTION ONLY

D.P.285361 D.P.285362 D.P.285530 D.P.285431 D.P.1289188

| SURVEYOR | PLAN OF | LGA: THE HILLS SHIRE | Registered | DP271416 |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | SUBDIVISION OF LOT 1 IN DP 1289188 | Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | 13/10/2025 | ISSUE 14 : 01/10/2025 |

CAD REF: G:\Acquired\CRPProjects\2018_pr011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S450[16]- CPF - Y.G. - T.M.

# DETAIL PLAN

(SHEET 4 OF 9 DETAIL SHEETS)

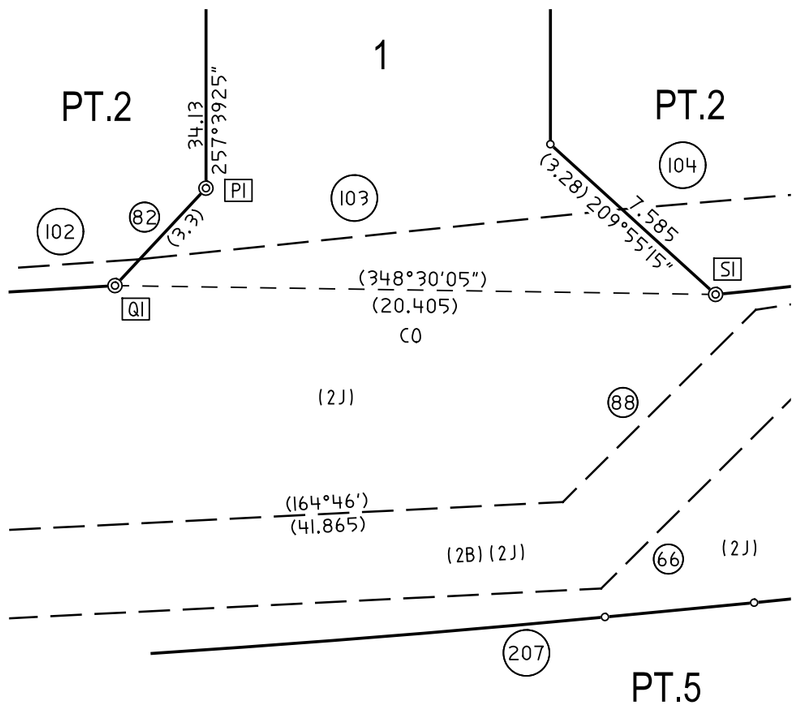
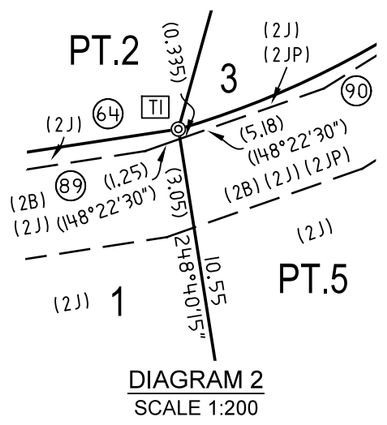



DIAGRAM 1
SCALE 1:200

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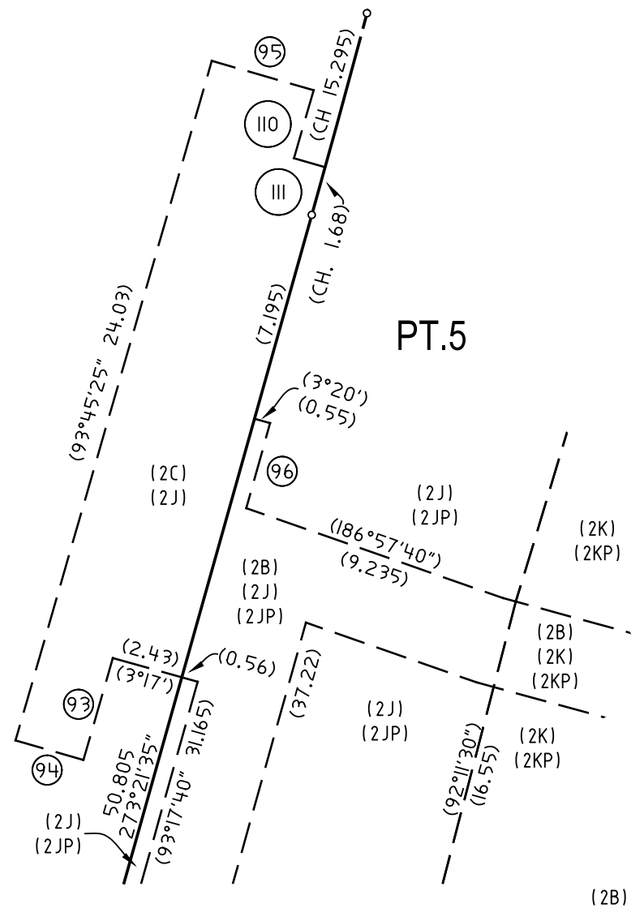
SCALE 1:200




3

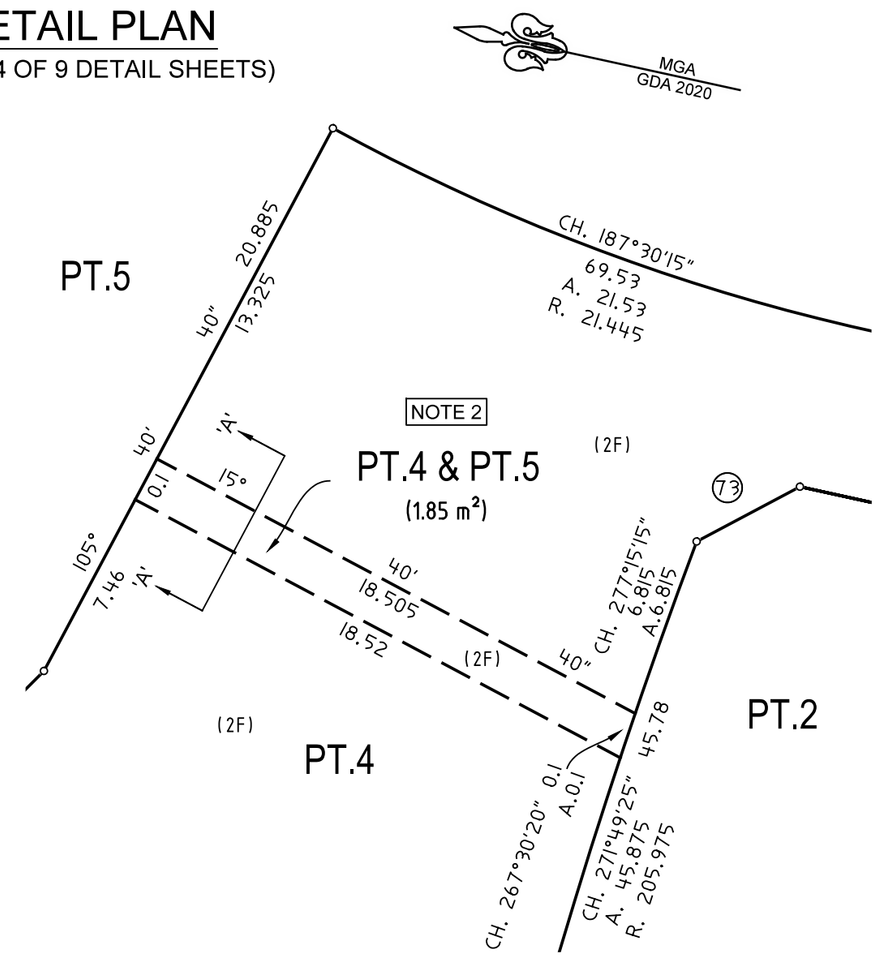



DIAGRAM 4
NOT TO SCALE

## LEGEND

CO - DENTOES CONNECTION ONLY

NOTE 2

THE STRATUM OF PART LOT 4 IS LIMITED IN DEPTH TO THE LEVEL PLANE AT RL 110.0 AND IS UNLIMITED IN HEIGHT.

THE STRATUM OF PART LOT 5 IS LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL 110.0 AND IS UNLIMITED IN DEPTH.EASEMENT (2F) BURDENS LOT 4 ONLY. SEE SECTION 'A-A' ON SHEET 4

(2B) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE & VARIABLE
(2C) - EASEMENT FOR DETENTION OF STORMWATER VARIABLE WIDTH
(2J) - RESTRICTION ON THE USE OF LAND (APZ)(INNER PROTECTION AREA) - VARIABLE WIDTH (NO.11)
(2K) - RESTRICTION ON THE USE OF LAND (VMP) - VARIABLE WIDTH (NO.12)
(2F) - EASEMENT FOR CRANE JIB SWING VARIABLE WIDTH
(2JP) - POSITIVE COVENANT (APZ) 13THLY REFERRED TO IN THE 88B ONLY AFFECTS THE PARTS OF LOTS 2 & 5 IDENTIFIED AS (2JP)
(2KP) - POSITIVE COVENANT (VMP) 14THLY REFERRED TO IN THE 88B ONLY AFFECTS THE PART OF LOT 5 IDENTIFIED AS (2KP)

## SCHEDULE OF REFERENCE MARKS

| CNR. | BEARING | DISTANCE | DESCRIPTION | ORIGIN |
|---|---|---|---|---|
| A1 | 153°59'20" | 23.17 | R.M. DH&W | PLACED |
| B1 | 163°27'15" | 25.54 | R.M. DH&W | PLACED |
| C1 | 69°13'35" | 4.055 | R.M. DH&W | PLACED |
| C1 | 66°36'25" | 17.635 | R.M. DH&W | PLACED |
| D1 | 187°06'45" | 3.995 | R.M. DH&W | PLACED |
| D1 | 180°08'40" | 10.185 | R.M. DH&W | PLACED |
| E1 | 94°06'40" | 4.015 | R.M. DH&W | PLACED |
| E1 | 82°07'40" | 12.16 | R.M. DH&W | PLACED |
| F1 | 149°58'25" | 2.755 | R.M. DH&W | PLACED |
| F1 | 173°37'50" | 10.235 | R.M. DH&W | PLACED |
| G1 | 162°51'35" | 6.75 | R.M. DH&W | PLACED |
| G1 | 106°24'25" | 8.7 | R.M. DH&W | PLACED |
| H1 | 203°35' | 2.225 | R.M. DH&W | PLACED |
| H1 | 181°41' | 10.115 | R.M. DH&W | PLACED |
| I1 | 220°45'20" | 1.51 | R.M. DH&W | PLACED |
| I1 | 255°02'30" | 7.94 | R.M. DH&W | PLACED |
| J1 | 327°36'15" | 4.315 | R.M. DH&W | PLACED |
| J1 | 290°42'25" | 9.2 | R.M. DH&W | PLACED |
| K1 | 223°58'50" | 1.55 | R.M. DH&W | PLACED |
| K1 | 253°13'40" | 8.69 | R.M. DH&W | PLACED |
| L1 | 20°52'40" | 3.25 | R.M. DH&W | PLACED |
| L1 | 351°41'30" | 10.335 | R.M. DH&W | PLACED |
| M1 | 65°26' | 3.225 | R.M. DH&W | PLACED |
| M1 | 357°28' | 10.18 | R.M. DH&W | PLACED |
| N1 | 70°18'15" | 1.445 | R.M. DH&W | PLACED |
| N1 | 89°39'05" | 9.275 | R.M. DH&W | PLACED |
| O1 | 355°54'15" | 5.435 | R.M. DH&W | PLACED |
| O1 | 355°02'20" | 11.805 | R.M. DH&W | PLACED |
| P1 | 326°52'35" | 4.115 | R.M. DH&W | PLACED |
| P1 | 337°51'55" | 10.295 | R.M. DH&W | PLACED |
| Q1 | 75°31'25" | 3.88 | R.M. DH&W | PLACED |
| Q1 | 84°55'30" | 12.395 | R.M. DH&W | PLACED |
| R1 | 125°52' | 5.895 | R.M. DH&W | PLACED |
| R1 | 12°52'25" | 9.19 | R.M. DH&W | PLACED |
| S1 | 59°19'25" | 1.9 | R.M. DH&W | PLACED |
| S1 | 69°18'55" | 10.21 | R.M. DH&W | PLACED |
| T1 | 74°17'55" | 1.695 | R.M. DH&W | PLACED |
| T1 | 68°54'10" | 10.15 | R.M. DH&W | PLACED |
| U1 | 339°30'55" | 2.095 | R.M. DH&W | PLACED |
| U1 | 359°25'40" | 10.19 | R.M. DH&W | PLACED |
| V1 | 308°22'05" | 2.995 | R.M. DH&W | PLACED |
| V1 | 348°40'05" | 10.445 | R.M. DH&W | PLACED |
| W1 | 200°42'20" | 6.47 | R.M. DH&W | PLACED |
| X1 | 180°22'45" | 16.115 | R.M. DH&W | PLACED |
| Y1 | 315°43'10" | 2.185 | R.M. DH&W | PLACED |
| Z1 | 340°07'15" | 1.705 | R.M. DH&W | PLACED |
| AA1 | 102°22'50" | 9.73 | R.M. DH&W | PLACED |
| AB1 | 230°39'45" | 2.37 | R.M. DH&W | PLACED |
| AC1 | 177°06'15" | 1.575 | R.M. DH&W | PLACED |
| AD1 | 261°05' | 9.89 | R.M. DH&W | PLACED |

## SCHEDULE OF CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 200 | 39°38'25" | 15.195 | 15.2 | 245.455 |
| 201 | 176°54'15" | 4.015 | 4.02 | 31.38 |
| 202 | 57°05' | 6.585 | 6.71 | 10 |
| 203 | 187°25'20" | 4.735 | 4.755 | 15.5 |
| 204 | 265°22'50" | 8.065 | 8.09 | 29.96 |
| 205 | 339°02' | 5.775 | 5.775 | 295.55 |
| 206 | 340°19'55" | 6.77 | 6.775 | 104.45 |
| 207 | 343°03'55" | 15.435 | 15.435 | 499.475 |
| 208 | 158°51'25" | 11.07 | 11.335 | 15 |
| 209 | 177°46'45" | 3.83 | 3.83 | 75.165 |
| 210 | 175°14'25" | 1.78 | 1.78 | 47.19 |
| 211 | 173°01'40" | 3.405 | 3.405 | 86.06 |
| 212 | 169°40'25" | 4.21 | 4.21 | 56.795 |
| 213 | 6°23'50" | 5.955 | 5.97 | 26.9 |
| 214 | 9°49'40" | 3.945 | 3.945 | 50.605 |

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 215 | 47°12'55" | 4.23 | 4.565 | 3.4 |
| 216 | 4°02'45" | 4.97 | 4.975 | 36.1 |
| 217 | 196°18'05" | 32.09 | 32.67 | 49.885 |
| 218 | 182°21'35" | 17.555 | 17.645 | 50 |
| 219 | 191°47'50" | 17.725 | 17.82 | 50 |
| 220 | 110°36'30" | 13.71 | 14.33 | 14 |
| 221 | 154°16'45" | 6.94 | 7.015 | 14 |
| 222 | 99°09'35" | 15.585 | 15.78 | 29 |
| 223 | 76°54'50" | 17.3 | 17.645 | 36.55 |
| 224 | 127°32'55" | 16.815 | 17.125 | 25.895 |
| 225 | 100°36'50" | 21.93 | 21.955 | 142.18 |
| 226 | 163°31'40"" | 9.595 | 9.675 | 21.73 |
| 227 | 148°46'35" | 7.92 | 7.965 | 21.815 |
| 228 | 188°20'20" | 10.09 | 10.2 | 20.215 |
| 229 | 160°25'25" | 6.39 | 6.395 | 93.09 |

## SCHEDULE OF LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 1 | 113°01'25" | 15.31 |
| 2 | 108°14'10" | 10.395 |
| 3 | 99°43'50" | 15.11 |
| 4 | 95°23'15" | 2.29 |
| 5 | 164°30'55" | 34.49 |
| 6 | 212°55'55" | 16.365 |
| 7 | 150°40'20" | 14.83 |
| 8 | 205°48'10" | 34.315 |
| 9 | 205°48'10" | 3.66 |
| 10 | 122°01'55" | 14.725 |
| 11 | 140°46'10" | 6.325 |
| 12 | 168°50'10" | 5.985 |
| 13 | 138°08'20" | 11.785 |
| 14 | 171°39'45" | 17.625 |
| 15 | 166°21'05" | 13.36 |
| 16 | 186°57'25" | 13.39 |

| No. | BEARING | DISTANCE |
|---|---|---|
| 17 | 156°23'30" | 16.795 |
| 18 | 113°32'35" | 4.695 |
| 19 | 167°02'45" | 5.455 |
| 20 | 178°43'05" | 12.475 |
| 21 | 239°44'05" | 6.13 |
| 22 | 236°02'55" | 2.64 |
| 23 | 185°48'30" | 2.035 |
| 24 | 162°57'05" | 4.51 |
| 25 | 220°12'10" | 11.44 |
| 26 | 202°16'10" | 6.04 |
| 27 | 213°37' | 6.215 |
| 28 | 162°49'15" | 4.4 |
| 29 | 169°13'40" | 11.155 |
| 30 | 194°25'05" | 13.85 |
| 31 | 152°58'25" | 10.8 |
| 32 | 182°35'50" | 7.78 |

| No. | BEARING | DISTANCE |
|---|---|---|
| 33 | 239°02'05" | 6.445 |
| 34 | 191°15'25" | 25.585 |
| 35 | 206°39'40" | 19.625 |
| 36 | 184°05'05" | 6.77 |
| 37 | 189°17' | 3.11 |
| 38 | 246°04'15" | 9.545 |
| 39 | 262°03'20" | 13.36 |
| 40 | 269°44'45" | 19.16 |
| 41 | 268°13' | 36.565 |
| 42 | 175°43'20" | 7.38 |
| 43 | 270° | 4.07 |
| 44 | 357°51'15" | 7.245 |
| 45 | 268°13' | 27.76 |
| 46 | 177°30'45" | 5.15 |
| 47 | 246°46'25" | 16.525 |
| 48 | 160°23'25" | 14.195 |

| No. | BEARING | DISTANCE |
|---|---|---|
| 49 | 238°26'35" | 11.75 |
| 50 | 336°51'25" | 24.43 |
| 51 | 311°07'10" | 10.575 |
| 52 | 0°41'55" | 8.905 |
| 53 | 269°45'05" | 26.435 |
| 54 | 252°03'45" | 4.895 |
| 55 | 295°40' | 8.68 |
| 56 | 299°53'35" | 19.425 |
| 57 | 37°51'10" | 2.185 |
| 58 | 127°51'10" | 8 |
| 59 | 42°24' | 2.28 |
| 60 | 21°40'15" | 5.785 |
| 61 | 167°54'10" | 2.12 |
| 62 | 130°22'50" | 2.39 |
| 63 | 158°28'25" | 5.875 |
| 64 | 159°01'05" | 5.815 |

| No. | BEARING | DISTANCE |
|---|---|---|
| 65 | 338°28'25" | 5.875 |
| 66 | 342°11'20" | 5.09 |
| 67 | 137°04'50" | 5.145 |
| 68 | 179°57'10" | 1.27 |
| 69 | 225°09'35" | 4.13 |
| 70 | 310°17'20" | 5.435 |
| 71 | 12°45'15" | 4.11 |
| 72 | 85°19'25" | 0.86 |
| 73 | 139°42'45" | 3.97 |
| 74 | 179°58'55" | 3.025 |
| 75 | 135°01'20" | 4.365 |
| 76 | 220°22'50" | 4.845 |
| 77 | 310°22'50" | 4.775 |
| 78 | 349°46'50" | 1.91 |
| 79 | 1°08'30" | 2.955 |
| 80 | 33°07' | 3.885 |

## SCHEDULE OF LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 81 | 212°39'25" | 4.24 |
| 82 | 300°39'40" | 4.525 |
| 83 | 39°47'20" | 3.71 |
| 84 | 129°40'15" | 4.73 |
| 85 | 127°52'30" | 8.005 |
| 86 | 123°44'10" | 0.745 |
| 87 | 353°33'35" | 2.035 |
| 88 | 122°45'35" | 9.25 |
| 89 | 158°49' | 15.585 |
| 90 | 135°33'35" | 7.6 |
| 91 | 117°51'10" | 11.24 |
| 92 | 98°03'50" | 10.615 |
| 93 | 273°44'50" | 3.605 |
| 94 | 3°45'25" | 2.4 |
| 95 | 183°45'25" | 3.6 |
| 96 | 273°17'40" | 3 |

| No. | BEARING | DISTANCE |
|---|---|---|
| 97 | 182°57'50" | 5.23 |
| 98 | 177°30'45" | 1.87 |
| 99 | 93°27'40" | 11.66 |
| 100 | 79°37'35" | 2.165 |
| 101 | 168°38' | 28.375 |
| 102 | 163°42'55" | 10.57 |
| 103 | 161°44'05" | 16.47 |
| 104 | 162°47'55" | 14.385 |
| 105 | 158°40'15" | 9.215 |
| 106 | 167°43'15" | 8.465 |
| 107 | 167°39'15" | 5.955 |
| 108 | 140°32'40" | 2.23 |
| 109 | 227°13'20" | 3.15 |
| 110 | 273°45'25" | 2.405 |
| 111 | 183°45'25" | 1.1 |
| 112 | 127°51'55" | 2.145 |

## SCHEDULE OF SHORT LINES EASEMENT (2L)

| | | |
|---|---|---|
| 113 | 135°20'40" | 23.91 |
| 114 | 225°20'40" | 17.2 |
| 115 | 315°20'40" | 23.905 |
| 116 | 45°19'35" | 17.2 |
| 117 | 81°07'30" | 40.02 |
| 118 | 171°07'30" | 5.175 |
| 119 | 261°07'30" | 3.6 |
| 120 | 171°14'35" | 2.405 |
| 121 | 261°07'30" | 3.6 |
| 122 | 171°14'35" | 2.405 |
| 123 | 261°07'30" | 3.6 |
| 124 | 171°14'35" | 2.405 |
| 125 | 261°07'30" | 7.21 |

| | | |
|---|---|---|
| 126 | 171°08'40" | 2.405 |
| 127 | 261°07'30" | 7.21 |
| 128 | 171°08'30" | 2.405 |
| 129 | 261°07'30" | 7.575 |
| 130 | 351°07'55" | 4.81 |
| 131 | 261°07'30" | 3.605 |
| 132 | 351°07'30" | 4.81 |
| 133 | 261°08'25" | 3.605 |
| 134 | 218°03'50" | 14.42 |
| 135 | 128°03'50" | 2.405 |
| 136 | 218°03'50" | 18.02 |
| 137 | 128°10'35" | 2.405 |
| 138 | 218°03'50" | 22.045 |

## SCHEDULE OF SHORT LINES EASEMENT (2L)

| | | |
|---|---|---|
| 139 | 308°03'55" | 11.225 |
| 140 | 38°03'50" | 4.805 |
| 141 | 308°07'15" | 3.605 |
| 142 | 38°03'50" | 2.4 |
| 143 | 308°08' | 2.405 |
| 144 | 38°03'50" | 3.61 |

| | | |
|---|---|---|
| 145 | 308°03'50" | 2.41 |
| 146 | 38°03'50" | 40.06 |
| 147 | 128°03'50" | 2.4 |
| 148 | 38°08'55" | 3.605 |
| 149 | 128°03'55" | 12.43 |

SURVEYOR
Name: TASY MORAITIS
Colliers International Engineering & Design NSW
Date: 15/04/2025
Reference: 011-18 COM-SUB1-TM

PLAN OF
SUBDIVISION OF LOT 1 IN DP 1289188

LGA: THE HILLS SHIRE
Locality: WEST PENNANT HILLS
Reduction Ratio: 1:
Lengths are in metres

Registered
13/10/2025

DP271416
ISSUE 14 : 01/10/2025

Req:R082566 /Doc:DP 0271416 P /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 10:59 /Seq:5 of 22
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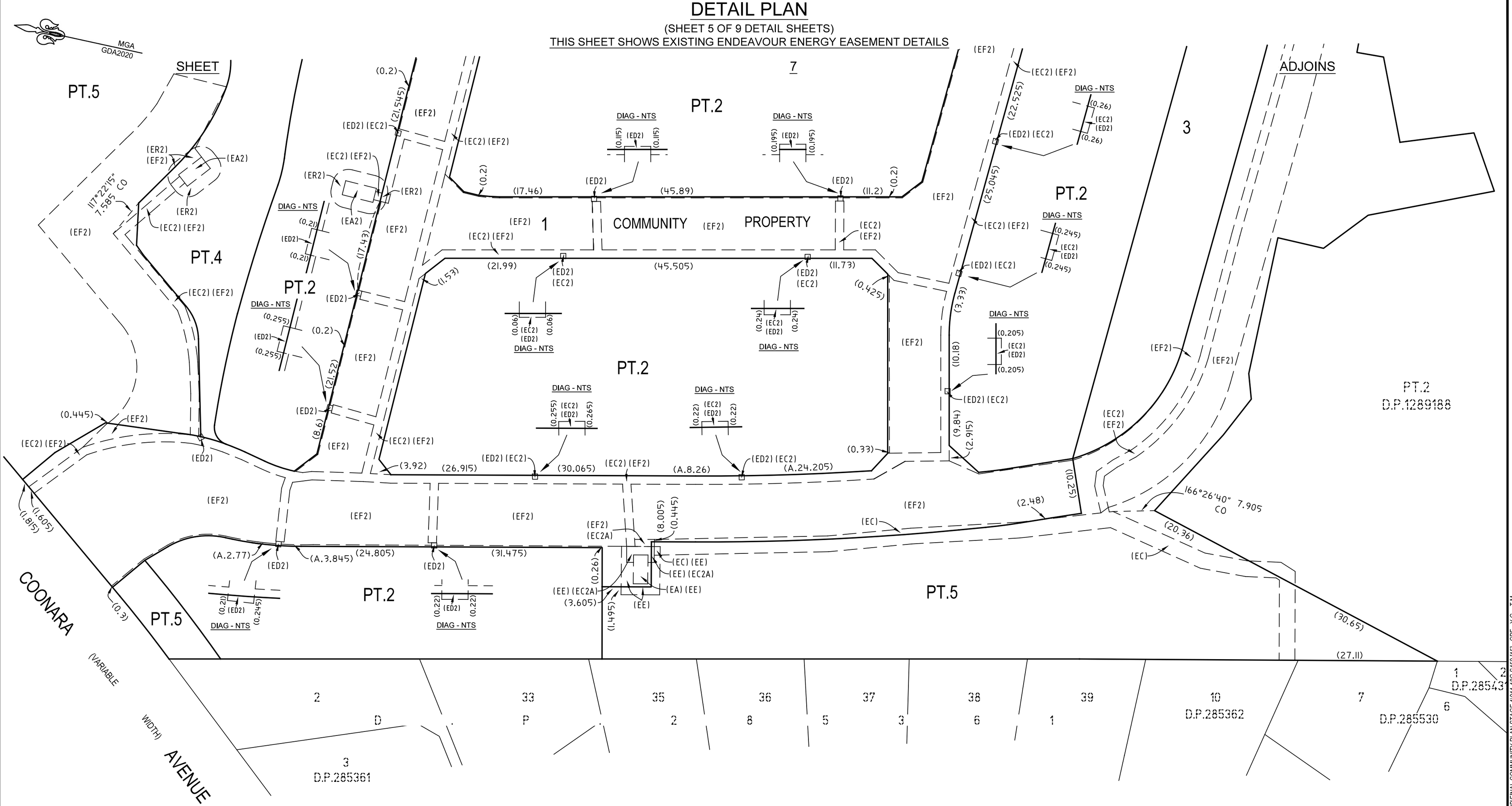
# DETAIL PLAN

(SHEET 5 OF 9 DETAIL SHEETS)

THIS SHEET SHOWS EXISTING ENDEAVOUR ENERGY EASEMENT DETAILS


MGA GDA2020
SHEET
PT.5
PT.4
PT.2
PT.5
7
1
COMMUNITY PROPERTY
3
ADJOINS
PT.2
D.P.1289188
DIAG - NTS
(EF2)
(EC2) (EF2)
(ED2) (EC2)
(ER2) (EF2)
(EA2)
(ER2)
(EC2) (EF2)
117°22'15" 7.585 CO
(EF2)
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(0.445)
(EF2)
(EC2) (EF2)
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(1.605)
(1.815)
(EF2)
(EF2)
(EF2

# DETAIL PLAN

(SHEET 6 OF 9 DETAIL SHEETS)

THIS SHEET SHOWS EXISTING ENDEAVOUR ENERGY EASEMENT DETAILS

MGA GDA2020

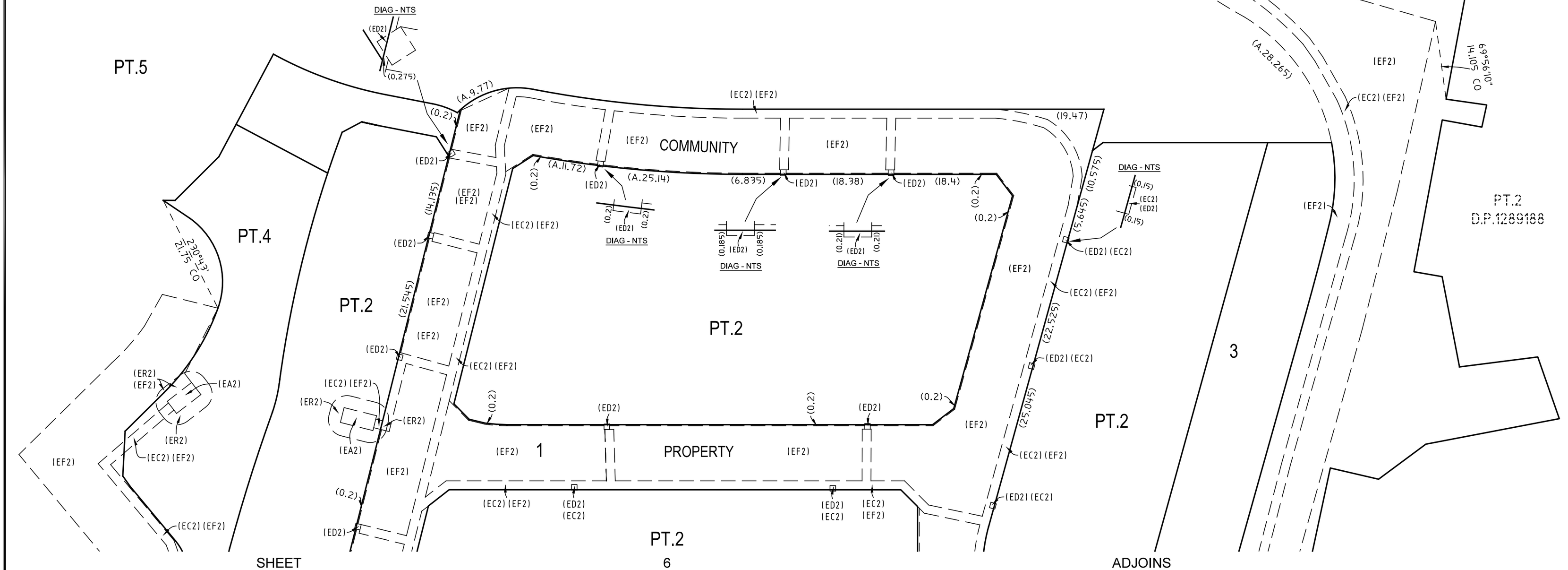
## LEGEND

CO - DENTOES CONNECTION ONLY

EASEMENT CUTS AND CONNECTIONS ONLY SHOWN ON THIS SHEET. REFER TO SHEET 4 FOR BOUNDARY DIMENSIONS

(EA) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1286947)
(EE) - RESTRICTION ON THE USE OF LAND (DP1286947)
(EC) - EASEMENT FOR UNDERGROUND CABLES 3.0 WIDE (DP1286947)

(EF) - RIGHT OF ACCESS VARIABLE WIDTH (DP1286947)
(EA1) - EASEMENT FOR PADMOUNT SUBSTATION 5.045 WIDE (DP1313553)
(EA2) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1313553)
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)
(ED2) - EASEMENT FOR UNDERGROUDN CABLES 1.0 WIDE (DP1313553)
(ER2) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP1313553)
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH (DP1313553)




| SURVEYOR | PLAN OF | | Registered | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | SUBDIVISION OF LOT 1 IN DP 1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | 13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

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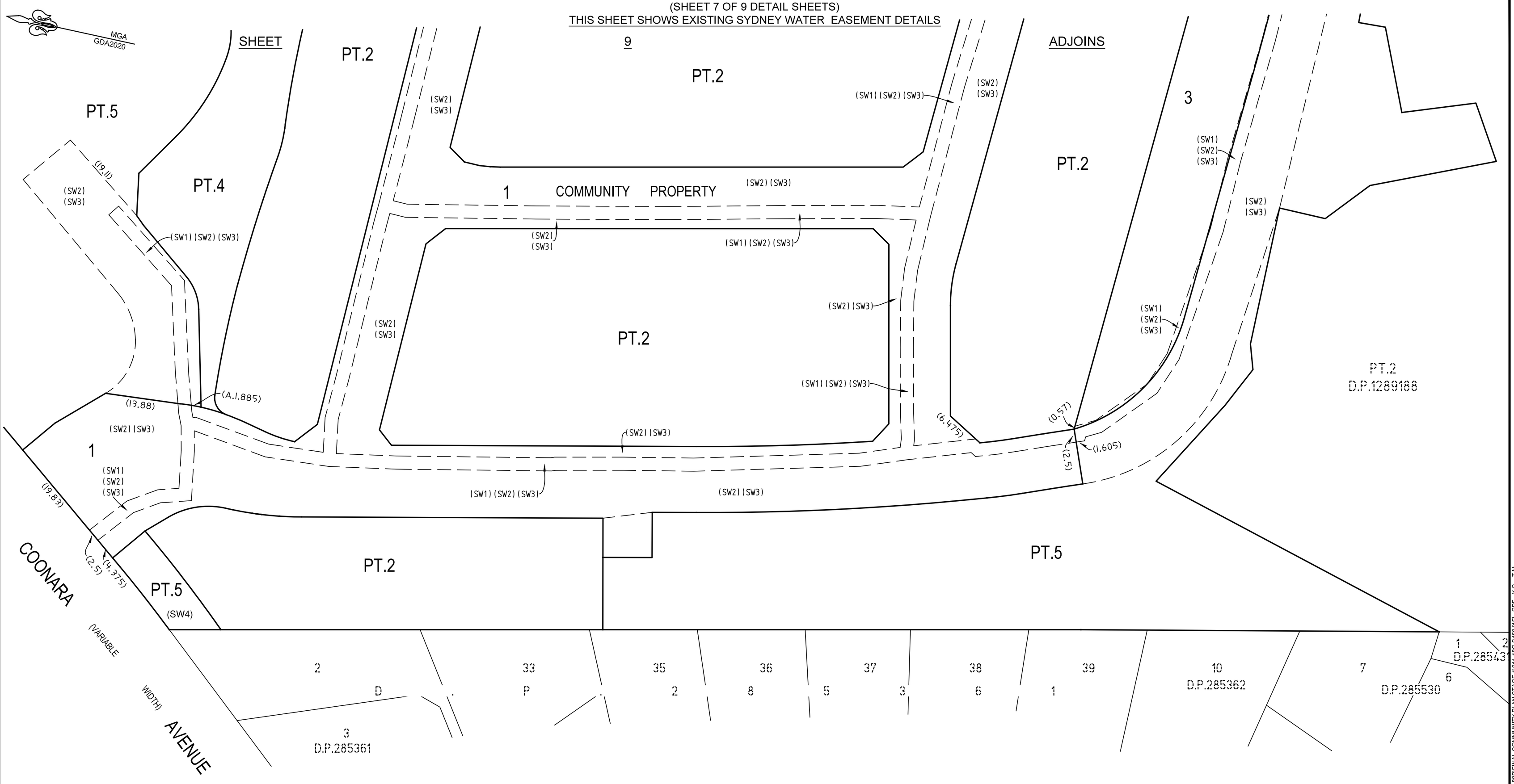
# DETAIL PLAN

(SHEET 7 OF 9 DETAIL SHEETS)

THIS SHEET SHOWS EXISTING SYDNEY WATER EASEMENT DETAILS




(SW1) - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (DP 1315873)
(SW2) - EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (DP 1315873)
(SW3) - POSITIVE COVENANT - ONLY AFFECTS THE PARTS OF LOTS 1 & 5 DESIGNTATED (SW3) (DP 1315873) (NO.3)
(SW4) - POSITIVE COVENANT - ONLY AFFECTS THE PART OF LOT 5 DESIGNATED AS (SW4)(DP 1315873) (NO.4)

EASEMENT CUTS AND CONNECTIONS ONLY SHOWN ON THIS SHEET. REFER TO SHEET 4 FOR BOUNDARY DIMENSIONS

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | PLAN OF<br>SUBDIVISION OF LOT 1 IN DP 1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | Registered<br>13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

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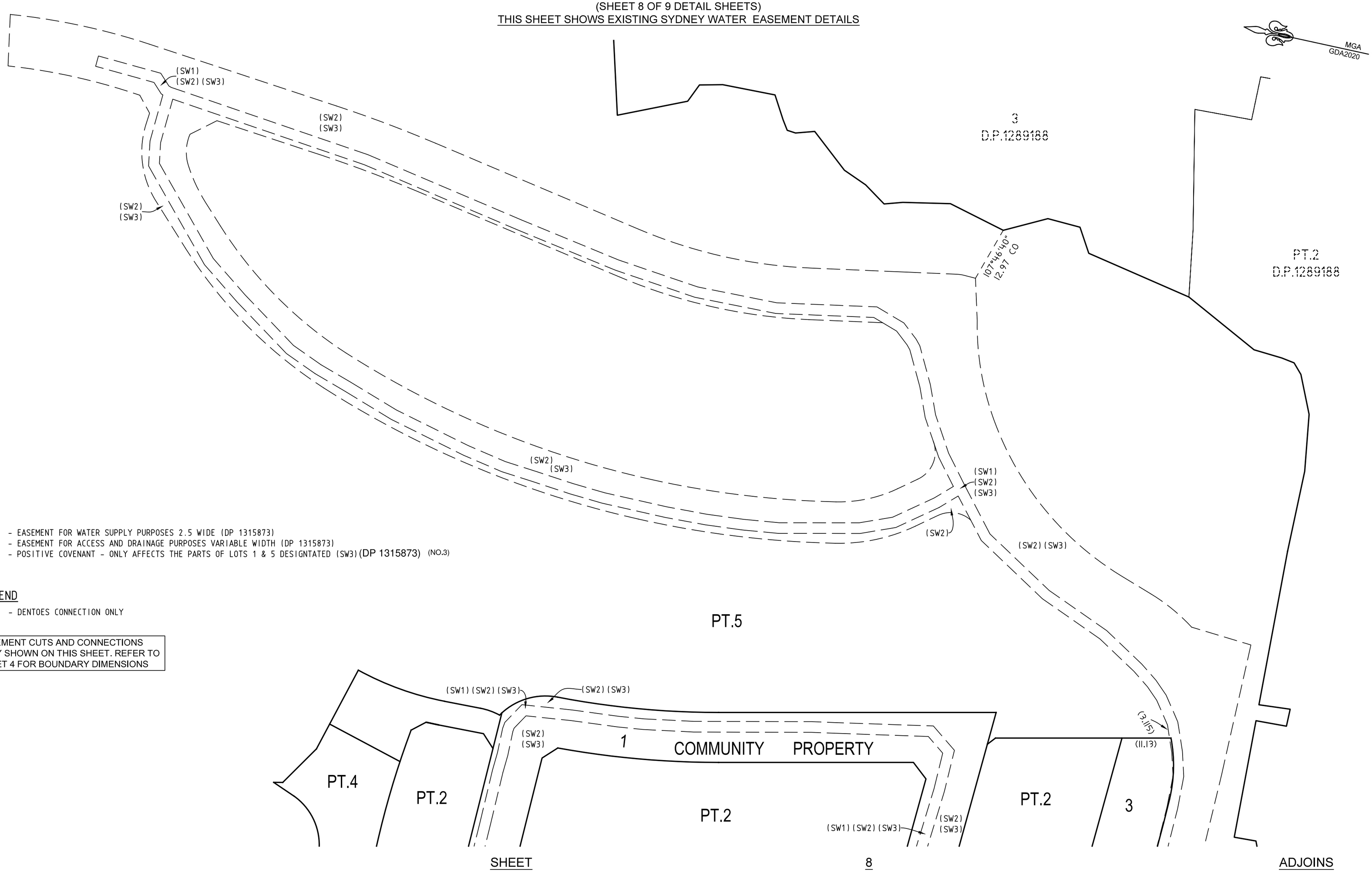
# DETAIL PLAN

(SHEET 8 OF 9 DETAIL SHEETS)

THIS SHEET SHOWS EXISTING SYDNEY WATER EASEMENT DETAILS




(SW1) - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (DP 1315873)
(SW2) - EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (DP 1315873)
(SW3) - POSITIVE COVENANT - ONLY AFFECTS THE PARTS OF LOTS 1 & 5 DESIGNTATED (SW3)(DP 1315873) (NO.3)

LEGEND

CO - DENTOES CONNECTION ONLY

EASEMENT CUTS AND CONNECTIONS ONLY SHOWN ON THIS SHEET. REFER TO SHEET 4 FOR BOUNDARY DIMENSIONS

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | PLAN OF<br>SUBDIVISION OF LOT 1 IN DP 1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 600<br>Lengths are in metres | Registered<br>13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

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# DETAIL PLAN

(SHEET 9 OF 9 DETAIL SHEETS))

THIS SHEET SHOWS EXISTING EASEMENT RIGHT OF ACCESS & EASEMENT FOR SERVICES (K) DETAILS & RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (2L) (OSD) AND POSITIVE COVENANT (OSD) BURNEDING LOT 5

## LEGEND

OSDT - DENOTES ON SITE DETENTION TANK
CO - DENOTES CONNECTION ONLY

EASEMENT CUTS AND CONNECTIONS ONLY SHOWN ON THIS SHEET. REFER TO SHEETS 2 & 4 FOR BOUNDARY DIMENSIONS

## NOTE

POSITIVE COVENANT (OSD), BEING ITEM 5 IN THE 88B SCHEDULE, ONLY AFFECTS THE PART OF LOT 5 IDENTIFIED AS (2L) ON THIS SHEET.

(C) - EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1289188)
(E) - EASEMENT FOR WATER SUPPLY PURPOSES 10.06 WIDE AND VARIABLE WIDTH VIDE DEALING J484640
(G) - EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1289188)
~~(K) - RIGHT OF ACCESS VARIABLE WIDTH (D.P.1289188)~~
(2L) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (OSD) (NO.20)
(K) - RIGHT OF ACCESS AND EASEMENT FOR SERVICES VARIABLE WIDTH (D.P. 1289188)

SEE SHEET 5 FOR SHORT LINES & SHORT ARC TABLES

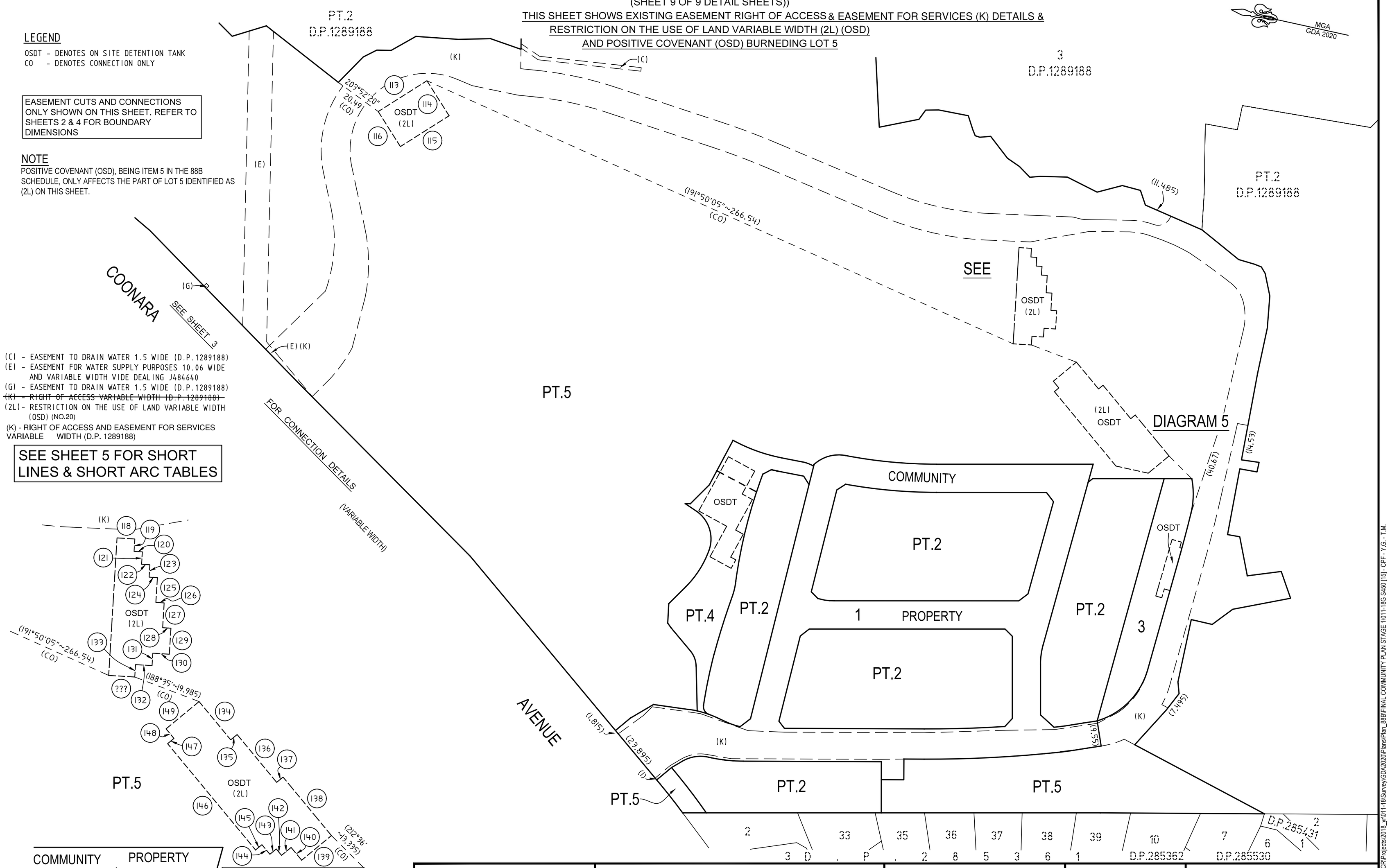


DIAGRAM 5
SCALE 1:700

| SURVEYOR | PLAN OF | | | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | SUBDIVISION OF LOT 1 IN DP 1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1000<br>Lengths are in metres | Registered<br>13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

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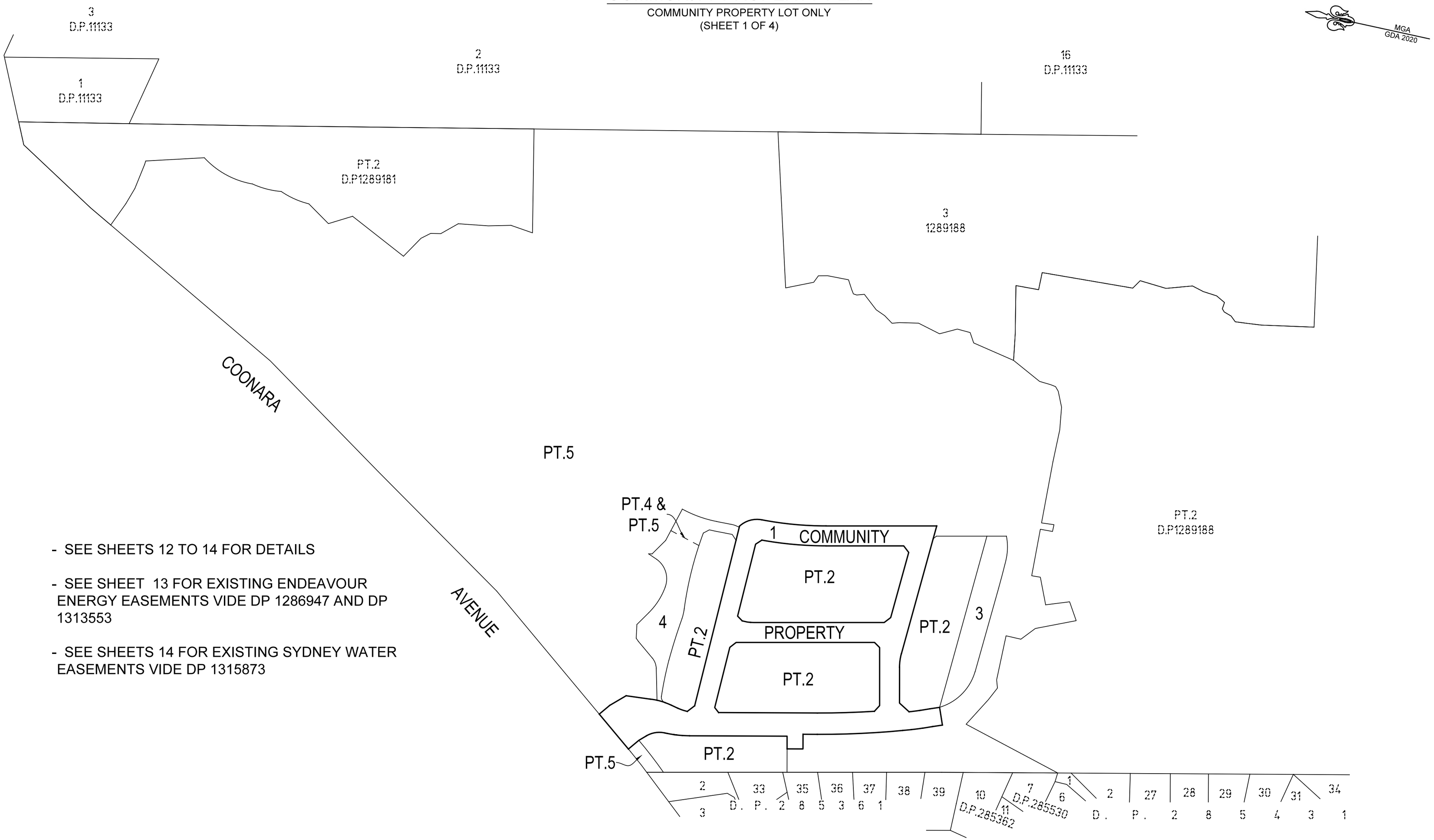
# COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY
(SHEET 1 OF 4)

MGA
GDA 2020




- SEE SHEETS 12 TO 14 FOR DETAILS

- SEE SHEET 13 FOR EXISTING ENDEAVOUR ENERGY EASEMENTS VIDE DP 1286947 AND DP 1313553

- SEE SHEETS 14 FOR EXISTING SYDNEY WATER EASEMENTS VIDE DP 1315873

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | PLAN OF<br>SUBDIVISION OF LOT 1 IN DP 1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1500<br>Lengths are in metres | Registered<br>13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S450 (15) - CPF - Y.G. - T.M.

Req:R082566 /Doc:DP 0271416 P /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 10:59 /Seq:11 of 22
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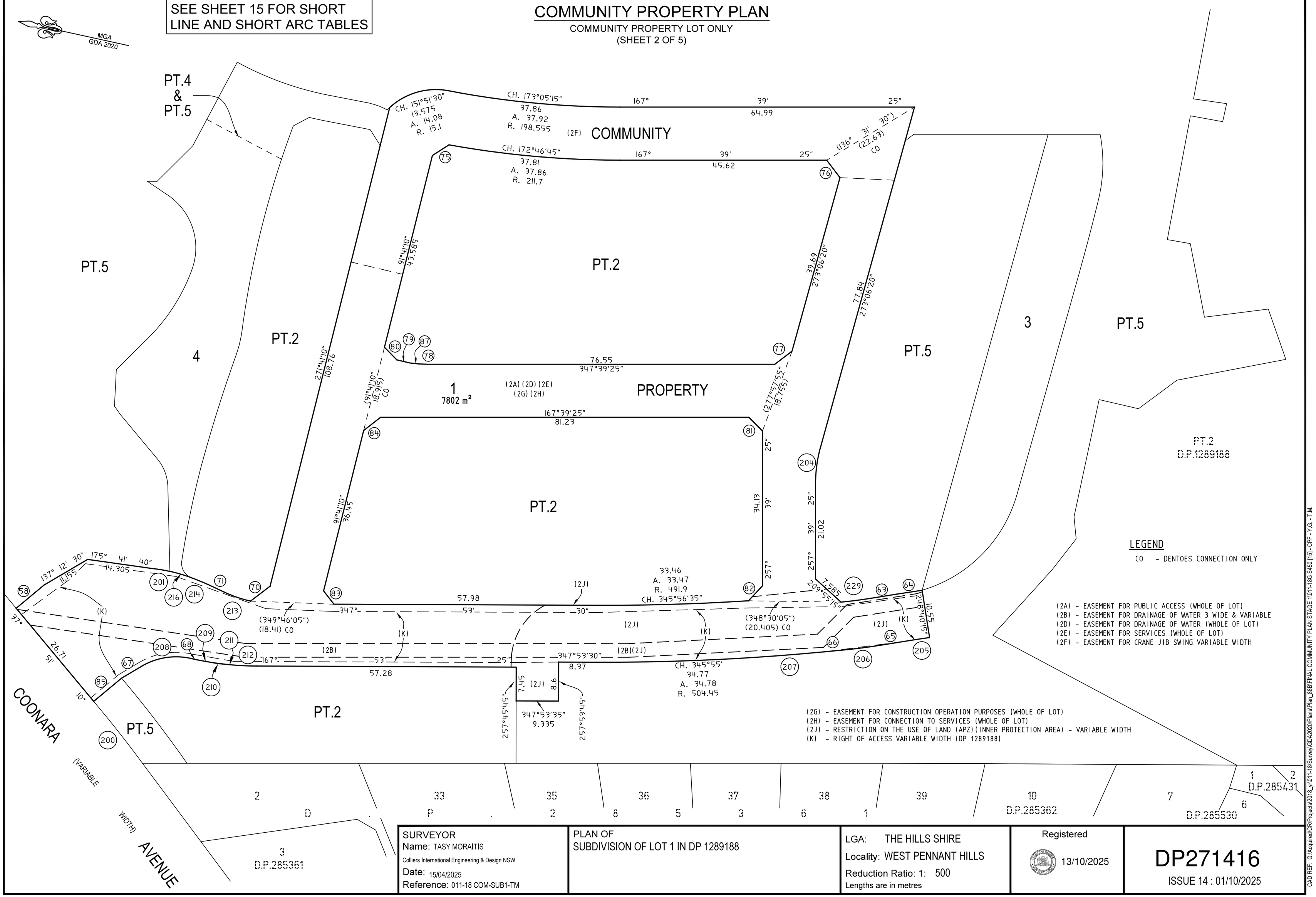
SEE SHEET 15 FOR SHORT LINE AND SHORT ARC TABLES

# COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY
(SHEET 2 OF 5)




| SURVEYOR | PLAN OF | LGA: THE HILLS SHIRE | Registered | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | SUBDIVISION OF LOT 1 IN DP 1289188 | Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | 13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S450 [15] - CPF - Y.G. - T.M.

Req:R082566 /Doc:DP 0271416 P /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 10:59 /Seq:12 of 22
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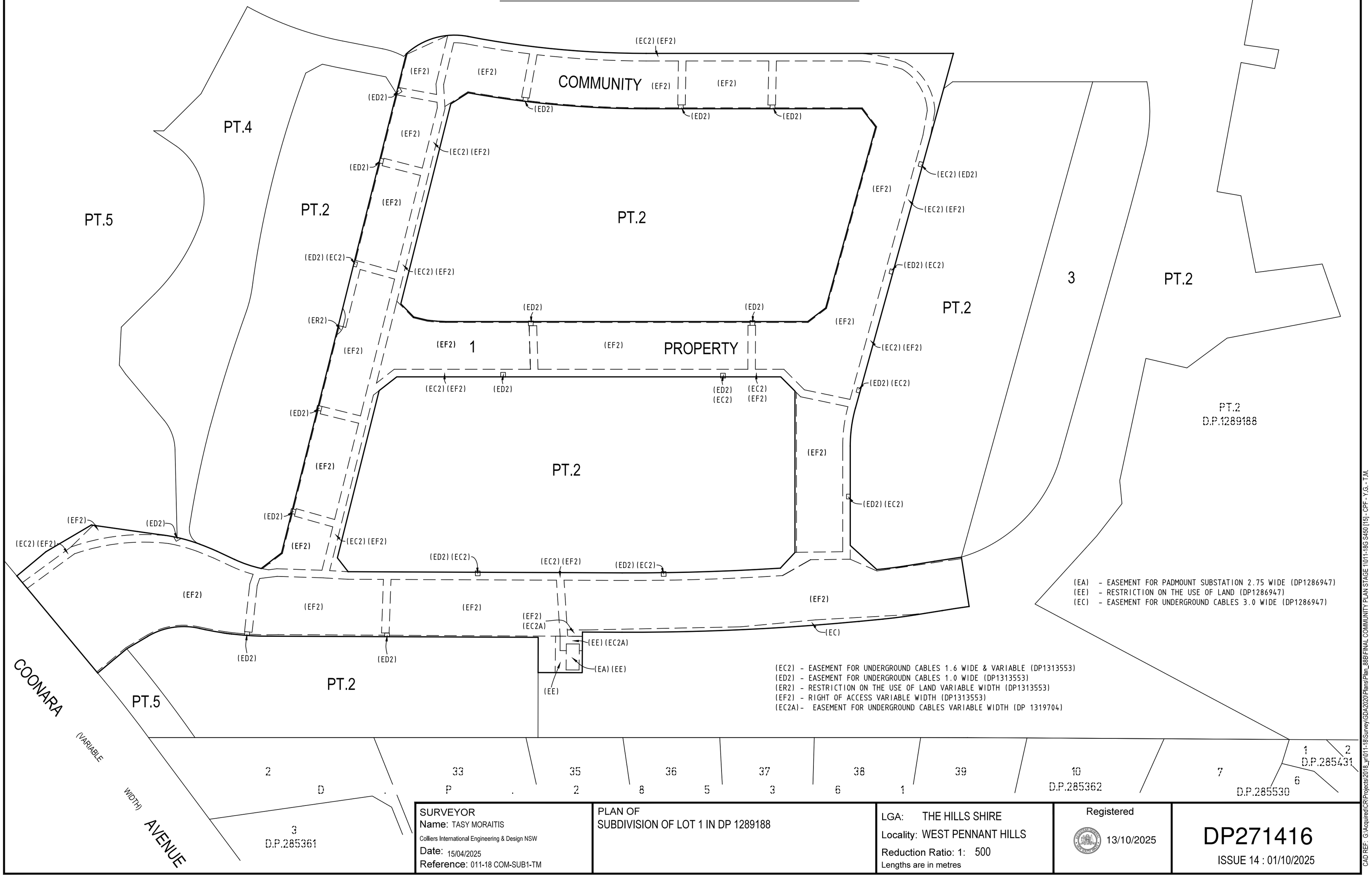
# COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY
(SHEET 3 OF 5)
THIS SHEET SHOWS EXISTING ENDEAVOUR ENERGY EASEMENT DETAILS

MGA
GDA 2020




(EA) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1286947)
(EE) - RESTRICTION ON THE USE OF LAND (DP1286947)
(EC) - EASEMENT FOR UNDERGROUND CABLES 3.0 WIDE (DP1286947)

(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)
(ED2) - EASEMENT FOR UNDERGROUDN CABLES 1.0 WIDE (DP1313553)
(ER2) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP1313553)
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH (DP1313553)
(EC2A)- EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (DP 1319704)

| SURVEYOR | PLAN OF | | | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | SUBDIVISION OF LOT 1 IN DP 1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | Registered<br>13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

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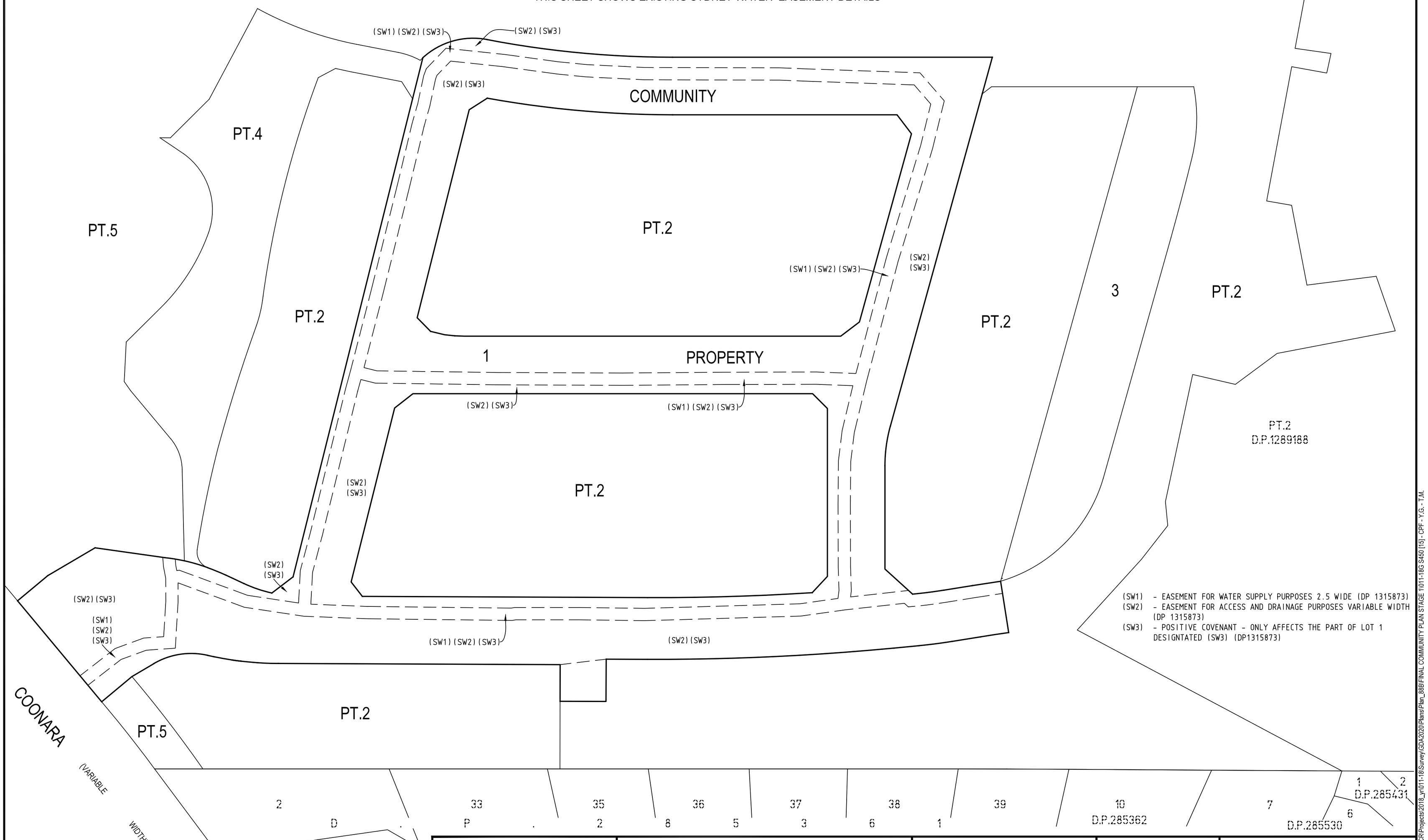
# COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY
(SHEET 4 OF 5)
THIS SHEET SHOWS EXISTING SYDNEY WATER EASEMENT DETAILS

MGA
GDA 2020




(SW1) - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (DP 1315873)
(SW2) - EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (DP 1315873)
(SW3) - POSITIVE COVENANT - ONLY AFFECTS THE PART OF LOT 1 DESIGNTATED (SW3) (DP1315873)

| SURVEYOR | PLAN OF | | | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | SUBDIVISION OF LOT 1 IN DP 1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | Registered<br>13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S450 [15]- CPP - Y.G. - T.M.

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# COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTYS LOT ONLY
(SHEET 5 OF 5)

## SCHEDULE OF LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 58 | 127°51'10" | 8 |
| 63 | 158°28'25" | 5.875 |
| 64 | 159°01'05" | 5.815 |
| 65 | 338°28'25" | 5.875 |
| 66 | 342°11'20" | 5.09 |
| 67 | 137°04'50" | 5.145 |
| 68 | 179°57'10" | 1.27 |
| 70 | 310°17'20" | 5.435 |
| 71 | 12°45'15" | 4.11 |
| 75 | 135°01'20" | 4.365 |
| 76 | 220°22'50" | 4.845 |
| 77 | 310°22'50" | 4.775 |
| 78 | 349°46'50" | 1.91 |
| 79 | 1°08'30" | 2.955 |
| 80 | 33°07' | 3.885 |
| 81 | 212°39'25" | 4.24 |
| 82 | 300°39'40" | 4.525 |
| 83 | 39°47'20" | 3.71 |
| 84 | 129°40'15" | 4.73 |
| 85 | 127°52'30" | 8.005 |
| 87 | 353°33'35" | 2.035 |

## SCHEDULE OF CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 201 | 176°54'15" | 4.015 | 4.02 | 31.38 |
| 204 | 265°22'50" | 8.065 | 8.09 | 29.96 |
| 205 | 339°02' | 5.775 | 5.775 | 295.55 |
| 206 | 340°19'55" | 6.77 | 6.775 | 104.45 |
| 207 | 343°03'55" | 15.435 | 15.435 | 499.475 |
| 208 | 158°51'25" | 11.07 | 11.335 | 15 |
| 209 | 177°46'45" | 3.83 | 3.83 | 75.165 |
| 210 | 175°14'25" | 1.78 | 1.78 | 47.19 |
| 211 | 173°01'40" | 3.405 | 3.405 | 86.06 |
| 212 | 169°40'25" | 4.21 | 4.21 | 56.795 |
| 213 | 6°23'50" | 5.955 | 5.97 | 26.9 |
| 214 | 9°49'40" | 3.945 | 3.945 | 50.605 |
| 216 | 4°02'45" | 4.97 | 4.975 | 36.1 |
| 229 | 160°25'25" | 6.39 | 6.395 | 93.9 |

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 15/04/2025<br>Reference: 011-18 COM-SUB1-TM | PLAN OF<br>SUBDIVISION OF LOT 1 IN DP 1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1:<br>Lengths are in metres | Registered<br>13/10/2025 | DP271416<br>ISSUE 14 : 01/10/2025 |

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# DP271416

## COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

.....
**ATTENTION**
.....

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

| Sig/Admin Sheet Number | Number of Sig/Admin Sheets | Contains U.E. Schedule (Y/N) | Registration Date | Number of Sheets in Subject Plan | Lot Numbers Created |
|---|---|---|---|---|---|
| Document.A | 6 | Y | 13/10/2025 | 15 | 5 |
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| PLAN FORM 6 (2020) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 6 sheet(s) |
|---|---|---|

Office Use Only

Registered: 13/10/2025

Title System: TORRENS

Office Use Only

# DP271416

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 1 IN DP 1289188

LGA: THE HILLS SHIRE
Locality: WEST PENNANT HILLS
Parish: FIELD OF MARS
County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of SUITE 7.01 LEVEL 7 3 RIDER BLVD RHODES

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 15/04/2025 , or

~~*(b) The part of the land shown in the plan(*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

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

Datum Line: 'X-Y'

Type: *Urban/~~*Rural~~

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

Signature: Tasy Moraitis Dated: 29/09/2025

Surveyor Identification No: 1652
Surveyor registered under the *Surveying and Spatial Information Act 2002*

Electronic signature affixed by me, or at my direction, on the 29/09/2025

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, David Munday

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

Signature: D. Munday

Registration number: N/A

Consent Authority: The Hills Shire Council

Date of endorsement: 15 September 2025

Subdivision Certificate number: 4/2026/SC

File number: 859/2022/JP

*Strike through if inapplicable.

Electronically signed by me, David Munday affixed by me on 30/09/25

Plans used in the preparation of survey/~~compilation~~.

DP 11133
DP 270109
DP 285362
DP 285431
DP 737386
DP 1284479
DP 1286947
DP 1313553
DP 1289188
DP 1315873
DP 1319704

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

Surveyor's Reference: 011-18 COM-SUB1-TM

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

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S450 [14] - CPF - Y.G. - T.M.

Document Set ID: 22053510
Version: 6, Version Date: 30/09/2025

Req:R082566 /Doc:DP 0271416 P /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2
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**PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection**

## DEPOSITED PLAN ADMINISTRATION SHEET



**Registered:** 13/10/2025 Office Use Only

Office Use Only

# DP271416

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 1 IN DP 1289188

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Subdivision Certificate number: 4/2026/SC

Date of endorsement: 15 September 2025

Name of Development (Optional)

HIGHFORSET COMMUNITY

Address for Service of Notices

C/- STRATA PLUS
PO BOX H181
ROYAL EXCHANGE NSW 1225

### WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of clause 11(2) *Community Land Development Regulation 2021*.

Any changes will be recorded in a replacement schedule.

### UPDATE NOTE (Approved Form 8)

This document contains an *updated/*revised schedule of Unit Entitlements and replaces the existing schedule registered on ^.....

** Strike through if inapplicable*
*^ Insert registration date of previous schedule*

### VALUER'S CERTIFICATE (Approved Form 9)

I,# Jarrad Owen

of Ray White Valuations

being a qualified valuer, as defined in the *Community Land Development Act 2021* by virtue of having membership with:

Professional Body: Australian Property Institute

Class of membership: Associate

Membership number: 69944

certify that:

the unit entitlements shown in the schedule herewith were apportioned on 28/08/2025 (being the valuation day) in accordance with section 31 *Community Land Development Regulation 2021.*

Signature: ..... Dated: 1/10/2025

*# Full name, valuer company name or company address*

SCHEDULE OF UNIT ENTITLEMENT

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|---|---|---|
| 1 | COMMUNITY PROPERTY | |
| 2 | 200 | |
| 3 | 1 | |
| 4 | 1 | |
| 5 | 798 | |
| TOTAL | 1000 | |

If space is insufficient use annexure sheet - Plan Form 6A

Surveyor's Reference: 011-18 COM-SUB1-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S4-50 [14] - CPF - Y.G. - T.M.

Document Set ID: 22053510
Version: 6, Version Date: 30/09/2025

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

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**Registered:** 13/10/2025

Office Use Only

# DP271416

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 1 IN DP 1289188

Subdivision Certificate number: 4/2026/SC

Date of Endorsement: 15 September 2025

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

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

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

(1) EASEMENT FOR PUBLIC ACCESS (WHOLE OF LOT) (2A)
(2) EASEMENT FOR DRAINAGE OF WATER 3 WIDE & VARIABLE (2B)
(3) EASEMENT FOR DETENTION OF STORMWATER VARIABLE WIDTH (2C)
(4) RESTRICTION ON THE USE OF LAND (OSD)
(5) POSITIVE COVENANT (OSD)
(6) EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) (2D)
(7) EASEMENT FOR SERVICES (WHOLE OF LOT) (2E)
(8) EASEMENT FOR CRANE JIB SWING VARIABLE WIDTH (2F)
(9) EASEMENT FOR CONSTRUCTION OPERATION PURPOSES (WHOLE OF LOT) (2G)
(10) EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (2H)
(11) RESTRICTION ON THE USE OF LAND - APZ (INNER PROTECTION AREA) (2J)
(12) RESTRICTION ON THE USE OF LAND - VMP(2K)
(13) POSITIVE COVENANT (APZ)-(2JP)
(14) POSITIVE COVENANT (VMP)-(2KP)
(15) RESTRICTION ON THE USE OF LAND
(16) POSITIVE COVENANT
(17) POSITIVE COVENANT
(18) RESTRICTION ON THE USE OF LAND
(19) POSITIVE COVENANT
(20) RESTRICTION ON THE USE OF LAND (OSD) (2L)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 COM-SUB1-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S450 [14] - CPF - Y.G. - T.M.

Document Set ID: 22053510
Version: 6, Version Date: 30/09/2025

Req:R082566 /Doc:DP 0271416 P /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 6 sheet(s)

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**Registered:** 13/10/2025

Office Use Only

# DP271416

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 1 IN DP 1289188

Subdivision Certificate number: 4/2026/SC

Date of Endorsement: 15 September 2025

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

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

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c) | | | | |
|---|---|---|---|---|
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
| 1 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 2 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 3 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 4 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 5 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 COM-SUB1-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S450 [14] - CPF - Y.G. - T.M.

Document Set ID: 22053510
Version: 6, Version Date: 30/09/2025

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

Office Use Only

**Registered:** 13/10/2025

Office Use Only

# DP271416

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 1 IN DP 1289188

Subdivision Certificate number: 4/2026/SC

Date of Endorsement: 15 September 2025

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

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

**SIGNATURES:**

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Signature of Witness

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Taylah Taka

Name of Witness (print)

L28/200 George Street, Sydney nsw 2000

Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Geoffrey Cohen

Name of Attorney (print)

Project Director

Position of Attorney (print)

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Angus Smith

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Signing of behalf of **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**

Power of attorney: Book 4836
No 835

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 COM-SUB1-TM

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Document Set ID: 22053510
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 6 sheet(s)

Office Use Only

**Registered:** 13/10/2025

Office Use Only

# DP271416

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 1 IN DP 1289188

Subdivision Certificate number: 4/2026/SC

Date of Endorsement: 15 September 2025

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

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

**Consent of Mortgagee**

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

Signature of Witness

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Taylah Taka

Name of Witness

L28/200 George Street, Sydney nsw 2000

Address of Witness

Signed by attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 414 375**

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Geoffrey Cohen

Name of Attorney

Project Director

Position of Attorney

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Angus Smith

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Power of attorney: Book 4833

No 896

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 COM-SUB1-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\011-18G S450 [14] - CPF - Y.G. - T.M.

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# DP271416

## COVER SHEET FOR SECTION 88B INSTRUMENT

.....
**ATTENTION**
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

| Document Number | Plan/Instrument Registration Date | Number of Sheets in Plan | Number of Sheets in Section 88B Instrument |
|---|---|---|---|
| DOCUMENT 1 | 13/10/2025 | 15 | 26 |
| | | | |
| | | | |
| | | |

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



(DOCUMENT.1)

**Plan:**
DP271416

Plan of Subdivision over Lot 1 DP1289188 covered by Subdivision Certificate No 4/2026/SC dated 15/09/25

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

**Mirvac Projects (Retail and Commercial) Pty Limited** ACN 151 466 241 of Level 28, 200 George Street, Sydney NSW 2000

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement for Public Access (whole of lot) (2A) | 1 | Hills Shire Council |
| 2 | Easement for Drainage of Water 3 Wide and Variable (2B) | 1, 5 | Hills Shire Council |
| 3 | Easement for Detention of Stormwater Variable Width (2C) | 3, 5 | Hills Shire Council |
| 4 | Restrictions on the Use of Land (OSD) | 1, 3, 4 | Hills Shire Council |
| 5 | Positive Covenant (OSD) | 1, 3, 4 and 5 (Part only) | Hills Shire Council |
| 6 | Easement for Drainage of Water (Whole of Lot) (2D) | 1 | 2 & 5 |
| 7 | Easement for Services (Whole of Lot) (2E) | 1 | 2 & 5 |

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

Highforest

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**Plan:**

# DP271416

Plan of Subdivision over Lot 1 in DP1289188 covered by Subdivision Certificate No 4/2026/SC

Dated 15/09/25

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 8 | Easement for Crane Jib Swing Variable Width (2F) | 1, 4 | 5 |
| 9 | Easement for Construction Operation Purposes (Whole of Lot) (2G) | 1 | 2 & 5 |
| 10 | Easement for Connection to Services (Whole of Lot) (2H) | 1 | 2 & 5 |
| 11 | Restriction on the Use of Land – APZ (Inner Protection Area) (2J) | 1 (Part only), 2 (Part only) and 5 (Part only) | Hills Shire Council |
| 12 | Restriction on the Use of Land - VMP (2K) | 5 (Part only) | Hills Shire Council |
| 13 | Positive Covenant (APZ) – (2JP) | 1, 2 (Part only) and 5 (Part only) | Hills Shire Council |
| 14 | Positive Covenant (VMP) – (2KP) ~~(2JK)~~ | 1, 5 (Part only) | Hills Shire Council |
| 15 | Restriction on the Use of Land | 5 | Hills Shire Council |
| 16 | Positive Covenant | 5 | Hills Shire Council |
| 17 | Positive Covenant | 1 | Hills Shire Council |

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

Electronic signature of me, David Munday

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**Plan:**

# DP271416

Plan of Subdivision over Lot 1 in DP1289188 covered by Subdivision Certificate No 4/2026/SC

Dated 15/09/25

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 18 | Restriction on the Use of Land | 5 | Hills Shire Council |
| 19 | Positive Covenant | 1 | Hills Shire Council |
| 20 | Restriction on the Use of Land (OSD) (2L) | 5 (Part only) | Hills Shire Council |

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

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



**Plan:**

DP271416

Plan of Subdivision over Lot 1 DP1289188 covered by Subdivision Certificate No 4/2026/SC dated 15/09/25

## Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

**Act** means the *Conveyancing Act 1919* (NSW).

**Authorised User** means

(a) If the Grantee is a Community Association, Precinct Association or Owners Corporation, each registered proprietor of a lot in that Community Scheme, Precinct Scheme or Strata Scheme, and any occupier or lessee of that lot as authorised by the Community Association, Precinct Association or Owners Corporation;

(b) the Grantee's lessees, sub-lessees, employees, agents, contractors and licensees (including the lessee's employees, agents, contractors and licensees) and invitees of the Grantee; and

(c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Common Boundary** means a boundary shared by a Lot Burdened and a Lot Benefited.

**Community Association** means the committee appointed under a Management Statement.

**Community Facilities** has the meaning given to that term in the Management Statement.

**Community Plan** means a community plan registered under the Development Act.

**Community Scheme** means a community scheme created on registration of a Community Plan.

**Council** means The Hills Shire Council or its successor.

**Detention and Retention System** means in relation to the Lot Burdened the stormwater drainage detention and retention basin or re-use tank constructed or to be constructed on the Lot Burdened in accordance with the requirements of Council including all ancillary gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain, to retain and re-use and control stormwater located on any part of the Lot Burdened.

**Development Act** means the *Community Land Development Act 2021* (NSW).

Approved by
The Hills Shire Council: .....

(Authorised Officer)

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**Plan:**

# DP271416

Plan of Subdivision over Lot 1 in DP1289188 covered by Subdivision Certificate No 4/2026/SC

Dated 15/09/25

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

**EPBC Act** means the Environment Protection and Biodiversity Conservation Act 1999 (Cth).

**EPBC Approval** means the notification of approval for Coonara Residential Development, West Pennant Hills, NSW with EPBC ref 2023/09508 issued by the Department of Climate Change, Energy, the Environment and Water.

**Footings** means the footings of the Retaining Wall.

**Future Services** means any pipes, poles, wires, cables, conduits, structures and equipment or other services including:

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, electricity, artificially heated or cooled air or oil;

(b) the provision of sewage and drainage;

(c) firefighting services;

(d) transmission by, radio, television, satellite or other means;

(e) transmission by telephone or internet;

(f) telecommunication services;

(g) Security Services; and

(h) any other facility, supply or transmission.

**Grantee** means:

(a) the registered proprietor of a Lot Benefited;

(b) if, from time to time:

  (i) a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme; or

  (ii) a Precinct Scheme exists in respect of a Lot Benefited, the Precinct Association in respect of that Precinct Scheme; or

  (iii) a Community Scheme exists in respect of a Lot Benefited, the Community Association in respect of that Community Scheme; and

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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**Plan:**

# DP271416

Plan of Subdivision over Lot 1 in DP1289188 covered by Subdivision Certificate No 4/2026/SC

Dated 15/09/25

(c) an Authority Benefited.

**Grantor** means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time:

(i) a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme; or

(ii) a Precinct Scheme exists in respect of a Lot Burdened, the Precinct Association in respect of that Precinct Scheme; or

(iii) a Community Scheme exists in respect of a Lot Burdened, the Community Association in respect of that Community Scheme.

**Harm** means to cause any measurable direct or indirect disturbance or deleterious change as a result of any activity associated with the development of the Community Scheme.

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

**Instrument** means this section 88B instrument.

**Lot** means a lot in the Plan.

**Lot Benefited** means the whole or any part of a lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Management Act** means the *Community Land Management Act 2021* (NSW).

**Management Statement** means a community management statement registered on a lot in the Plan.

**Owners Corporation** means the owners corporation constituted upon registration of a Strata Plan.

**Plan** means the plan to which this Instrument relates.

**Precinct Association** means the committee of the Precinct Scheme appointed under a precinct management statement for a Precinct Scheme.

**Precinct Plan** means a precinct plan registered under the Development Act.

**Precinct Scheme** means a precinct scheme created on registration of a Precinct Plan.

**Protected Matter** means a matter protected under a controlling provision in Part 3 of the EPBC Act for which the EPBC Approval has effect.

**Retaining Wall** means the retaining wall on or adjacent to a Common Boundary.

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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**Plan:**

# DP271416

Plan of Subdivision over Lot 1 in DP1289188 covered by Subdivision Certificate No 4/2026/SC

Dated 15/09/25

**Security Services** means services by any means for the prevention of any threat to the security or safety of a Grantee, Grantor or a Lot.

**Service** includes:

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, electricity, artificially heated or cooled air or oil;

(b) the provision of sewage and drainage;

(c) firefighting services;

(d) transmission by, radio, television, satellite or other means;

(e) transmission by telephone or internet;

(f) telecommunication services;

(g) Security Services; and

(h) any other facility, supply or transmission.

**Strata Plan** means a strata plan registered under the *Strata Schemes Development Act 2015* (NSW).

**Strata Scheme** means a strata scheme created on registration of a Strata Plan.

**Structure** means building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornaments.

**System** means the on-site detention system within the Easement Site including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace credit is claimed against the storage volumes) and surfaces designed to temporarily detain water as well as all surfaces graded to direct stormwater to the temporary storage, which is detailed on the "stormwater catchment plan – OSD" drawing number C-MP-8372 (revision P5) which forms part of the plans approved in the Concept DA 860/2022/JP.

**Vegetation Management Plan** means the vegetation management plan prepared by Cumberland Ecology dated 27 March 2024 relating to the Community Scheme, as may be reviewed and updated from time to time.

The word "**includes**" in any form is not a word of limitation.

**1. TERMS OF EASEMENT FOR PUBLIC ACCESS (2A) NUMBERED 1 IN THE PLAN**

(a) The Grantee and its Authorised Users may pass and repass across Easement Site at all times:

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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**Plan:**

# DP271416

Plan of Subdivision over Lot 1 in DP1289188 covered by Subdivision Certificate No 4/2026/SC

Dated 15/09/25

(i) with or without vehicles; and

(ii) on foot or with wheelchairs or other disabled access aids with or without animals,

for all lawful purposes.

(b) In exercising the powers granted under this Easement, a Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and

(ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(iii) make good any collateral damage.

(c) Where the Grantee is an Authority Benefited, the Authorised Users under this easement includes members of the public.

(d) The Grantor may temporarily close part or all of the Easement Site in order to carry out works on the Lot Burdened.

(e) All rights conferred on the Grantee under this Easement are suspended during the closure of all or part of the Easement Site under clause 1(d).

(f) The provisions of a Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

**2. TERMS OF EASEMENT FOR DRAINAGE OF WATER (2B) NUMBERED 2 IN THE PLAN**

An Easement for Drainage of Water set out in Schedule 4A Part 7 of the Conveyancing Act 1919 (as amended) is created.

**3. TERMS OF EASEMENT FOR DETENTION AND/OR RETENTION OF STORMWATER (2C) NUMBERED 3 IN THE PLAN**

(a) The Grantee and its Authorised Users are granted the full and free right to discharge overland flow of stormwater to Detention and Retention System within the Easement Site.

(b) The Grantor will in respect of the Detention and Retention System:

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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(i) permit stormwater runoff to be temporarily detained, retained and re-used by the Detention and Retention System;

(ii) keep the Detention and Retention System clean and free from all silt, rubbish and debris;

(iii) maintain and repair the Detention and Retention System so that it functions in a safe and efficient manner;

(iv) replace, maintain, repair, alter and renew the whole or parts of the Detention and Retention System within the time and in the manner specified in a written notice issued by Council;

(v) carry out the matters referred to in paragraphs (i) to (iv) above at the Grantor's expense;

(vi) not make any alterations to the Detention and Retention System or elements thereof without prior consent in writing from Council, including:

(A) erect, construct or place any building or other structure on; and

(B) make alterations to the ground surface levels of,

the overland flow path (once constructed) within the Easement Site.

**Name of authority whose consent is required to release, vary or modify easement numbered 3 in the Plan**

Council

**4. TERMS OF RESTRICTIONS ON THE USE OF LAND NUMBERED 4 IN THE PLAN**

(a) The Grantor shall not make or permit or suffer the making of any alterations to any System which is, or shall be, constructed on the Lot Burdened without the prior consent in writing of Council.

(b) The Grantor shall not erect or suffer the erection of any dwelling house or other structure on the Lot Burdened unless the grantor has first constructed or has made provision for the construction of a System on the Lot Burdened, in accordance with the design, construction and/or provision requirements of Council and to the satisfaction of Council.

Approved by
The Hills Shire Council: .....
(Authorised Officer)

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**Plan:**

# DP271416

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Dated 15/09/25

**Name of authority empowered to release, vary or modify restriction on use of land numbered 4 in the Plan**

Council

**5. TERMS OF POSITIVE COVENANT NUMBERED 5 IN THE PLAN**

(a) The Grantor must:

(i) keep the System clean and free from silt, rubbish and debris;

(ii) maintain and repair the System at the sole expense of the Grantor so that it functions in a safe and efficient manner;

(iii) permit the Council from time to time upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter and inspect the Easement Site for compliance with the requirements of this covenant; and

(iv) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

(b) Without limiting its powers under Section 88F(3) of the Act the Council shall have the following additional powers:

(i) In the event that the Grantor fails to comply with the terms of any written notice issued by Council as set out above, the Council or its Authorised Users may enter the Lot Burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 5(a)(iv) ("**Work**").

(ii) The Council may recover from the Grantor in a Court of competent jurisdiction:

(A) any expense reasonably incurred by it in exercising its powers under clause 5(b)(i). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work; and

(B) legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

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**Plan:**

# DP271416

Plan of Subdivision over Lot 1 in DP1289188 covered by Subdivision Certificate No 4/2026/SC

Dated 15/09/25

certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

(c) This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

**Name of authority whose consent is required release, vary or modify easement numbered 5 in the Plan**

Council

**6. TERMS OF EASEMENT FOR DRAINAGE OF WATER (2D) NUMBERED 6 IN THE PLAN**

An Easement for Drainage of Water set out in Schedule 8 Part 8 of the Conveyancing Act 1919 (as amended) is created.

**7. TERMS OF EASEMENT FOR SERVICES (2E) NUMBERED 7 IN THE PLAN**

(a) The Grantee and its Authorised Users may:

(i) use the Lot Burdened, but only within the Easement Site, to install and provide Services together with the right to use that part of the Lot Burdened reasonably required to lay pipes, wires, cables and conduits ("**pipes and cables**") to and from the Easement Site necessary for the operation of any Services provided the pipes and cables will not unreasonably interfere with the use and enjoyment of the Lot Burdened; and

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

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work, such as constructing, placing, repairing or maintaining the Services and pipes and cables.

(b) The Grantor must keep the Services and any pipes and cables in good repair and safe condition.

(c) In exercising its rights under this Easement, the Grantee and its Authorised Users must:

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

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(i) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of any person authorised by it to exercise the rights granted under this Easement;

(ii) ensure that the work is fit for purpose and safe;

(iii) ensure all work is done properly and in good and workmanlike manner;

(iv) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(v) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(vi) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vii) make good any collateral damage.

(d) A Management Statement may include provisions in respect of the installation and use of Future Services.

(e) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(f) The provisions of a Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

**8. TERMS OF EASEMENT FOR CRANE JIB SWING (2F) NUMBERED 8 IN THE PLAN**

(a) The Grantee and its Authorised Users:

(i) may have its crane jib overhang the Lot Burdened, but only within the Easement Site, during the period of the works to be carried out on the Lot Benefited; and

(ii) must keep the crane jib in good repair and safe condition.

(b) In exercising its rights under this Easement, the Grantee must:

(i) comply with the approvals and requirements of any Authority and with the reasonable requirements of the Grantor when carrying out the works;

Approved by
The Hills Shire Council: .....

(Authorised Officer)

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**Plan:**

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Plan of Subdivision over Lot 1 in DP1289188 covered by Subdivision Certificate No 4/2026/SC

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(ii) ensure all work is done properly;

(iii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iv) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(v) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vi) make good any collateral damage.

(c) The Grantor must not do or allow anything to be done to damage or interfere with the crane jib.

(d) This Easement will cease to have effect upon a final occupation certificate for the building to be constructed on the Lot Benefited being issued by the relevant Authority.

**9. TERMS OF EASEMENT FOR CONSTRUCTION OPERATION PURPOSES (2G) NUMBERED 9 IN THE PLAN**

(a) The Grantee and its Authorised Users may:

(i) use the Lot Burdened, but only within the Easement Site, for the purpose of carrying out all necessary construction work on, or on any structure on, the Easement Site in order to construct buildings on the Lot Benefited which cannot otherwise reasonably be carried out;

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

(A) entering into the Lot Burdened;

(B) taking anything onto the Lot Burdened;

(C) installing, keeping and using any scaffolding, plant, equipment and machinery on the Lot Burdened; and

(D) retaining the footings of cranes, the tower and support structures for the cranes and other equipment and machinery on the Lot Burdened.

(b) In exercising its rights under this Easement, the Grantee must:

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

Highforest



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Dated 15/09/25

(i) comply with the approvals and requirements of any Authority and with the reasonable requirements of the Grantor when carrying out the works;

(ii) ensure all work is done properly;

(iii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iv) ensure that access through the Lot Burdened is maintained or alternate access is provided which does not unreasonably inconvenience any occupier of the Lot Burdened;

(v) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(vi) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vii) make good any collateral damage.

(c) If:

(i) the Grantee has failed to carry out a responsibility imposed by this Easement; and

(ii) the Grantor has notified the Grantee in writing of such failure; and

(iii) the Grantee has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 9.3(b) (such time to be reasonable) and if no time is specified, within 20 business days,

the Grantor may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Grantor from the Grantee.

(d) This Easement will cease to have effect upon a final occupation certificate for the building to be constructed on the Lot Benefited being issued by the relevant Authority.

**10. TERMS OF EASEMENT FOR CONNECTION TO SERVICES (2H) NUMBERED 10 IN THE PLAN**

(a) The Grantee and its Authorised Users may:

(i) use the Lot Burdened, but only within the Easement Site, to connect the Lot Benefited to the Services installed in the Easement Site; and

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

Highforest



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Dated 15/09/25

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

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work to connect the Lot Benefited to the Services and pipes and cables.

(b) The Grantor must keep the Services and any pipes and cables in good repair and safe condition.

(c) In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(i) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of any person authorised by it to exercise the rights granted under this Easement;

(ii) ensure that the work is fit for purpose and safe;

(iii) ensure all work is done properly and in good and workmanlike manner;

(iv) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(v) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(vi) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vii) make good any collateral damage.

(d) This Easement will cease to have effect upon a final occupation certificate for the building to be constructed on the Lot Benefited being issued by the relevant Authority.

**11. TERMS OF RESTRICTION ON THE USE OF LAND – APZ (INNER PROTECTION AREA) (2J) NUMBERED 11 IN THE PLAN**

(a) No part of a dwelling or other habitable building may be constructed or allowed to remain within the asset protection zone delineated as '2J' on the Plan without complying with the requirements of Council and the NSW Rural Fire Service relevant and applicable at the time.

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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(b) The asset protection zone referred to has been determined at the subdivision stage based on a performance based solution and relates to a setback measured from the bush fire threat where the radiant heat flux is 29 kilowatts per square metre, or less, and there is no flame contact (setback greater than flame length in radiant heat modelling) as required by Australian Standard AS 3959-2009 Construction of buildings in bushfire-prone areas and Planning for Bushfire Protection 2019 (or equivalent where these documents are superseded). The Bushfire Attack Level (BAL) needs to be determined at the building stage and may range from BAL Low through to BAL Flame Zone based on the setback to the bush fire threat. If the proposed dwelling is located closer to the bush fire hazard than proposed at the subdivision stage, or if the nature of the bush fire hazard has changed, the required BAL may be higher than BAL 29 which may impact building construction costs.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 11 in the Plan**

Council

**12. TERMS OF RESTRICTION ON THE USE OF LAND (2K) NUMBERED 12 IN THE PLAN**

The Grantor must not resolve and must not consent to:

(a) any application to clear vegetation under the 10/50 Vegetation Clearing Scheme within the Lot Burdened without the written consent of Council; and

(b) any activities in breach of the Vegetation Management Plan.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 12 in the Plan**

Council

**13. TERMS OF POSITIVE COVENANT (2JP) NUMBERED 13 IN THE PLAN**

(a) The Grantor will maintain, at its sole expense, the whole of the asset protection zone delineated '2J' on the Plan, including, but not limited to, the removal of vegetation in accordance with fuel load requirements, restricting the placement of combustible materials, buildings or improvements, and complying with the requirements of Council and the NSW Rural Fire Service relevant and applicable at the time.

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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Dated 15/09/25

(b) Any dwelling house or other habitable structure constructed on the Lot Burdened must be located wholly within the area nominated for development/ defined as an asset protection zone by this positive covenant. Any asset protection zone relating to this dwelling house or other habitable structure must also be contained to this same area, and sized to comply with the requirements of Council and the NSW Rural Fire Service relevant and applicable at the time.

**Name of authority empowered to release, vary or modify positive covenant numbered 13 in the Plan**

Council

(2KP)

**14. TERMS OF POSITIVE COVENANT ~~(2JK)~~ NUMBERED 14 IN THE PLAN**

(a) The Grantor must comply with the Vegetation Management Plan throughout the occupation and use of the development and comply with the requirements of Council, including procuring a compliance report for each 12 month period which must:

(i) be consistent with the *Annual Compliance Report Guidelines,* Commonwealth of Australia 2023;

(ii) include details of compliance and non-compliance with:

(A) each condition in the EPBC Approval;

(B) each condition imposed under a development consent in respect of the Community Scheme that the EPBC Approval requires compliance with;

(C) all commitments made in each action management plan or strategy that the Grantor is required by the EPBC Approval to implement;

(D) if any event which has the potential to, or does, Harm or any Protected Matter (**incident**) has occurred, each incident.

(b) Pursuant to section 88F(3) of the Act, Council shall have the following additional powers pursuant to this covenant:

(i) in the event that the Grantor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the Lot Burdened with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above;

(ii) Council may recover from the Grantor in a Court of competent jurisdiction:

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

Highforest

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(A) any expense reasonably incurred by it in exercising its powers under clause 14(b)(i). Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work; and

(B) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

(c) This covenant shall bind all persons who are of claim under the registered proprietors stipulated in section 88E(5) of the Act.

**Name of authority empowered to release, vary or modify positive covenant numbered 14 in the Plan**

Council

**15. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 15 IN THE PLAN**

(a) The Grantor shall not make or permit or suffer the making of any alterations to any stormwater treatment measures/ water sensitive urban design elements which is, or shall be, constructed on the Lot Burdened without the prior consent in writing of Council.

(b) In this restriction, "**stormwater treatment measures/ water sensitive urban design elements**" means the infiltration systems, porous pavement, sediment basins, bioretention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/ buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/ oil arrestors or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/ water sensitive urban design elements. The stormwater treatment measures/ water sensitive urban design elements is detailed on the plans approved Barker Ryan Stuart as Subdivision Works Certificate Ref 220526SW03 dated 22 November 2023.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 15 in the Plan**

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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Dated 15/09/25

Council

**16. TERMS OF POSITIVE COVENANT NUMBERED 16 IN THE PLAN**

(a) The Grantor covenants as follows with Council in respect to the stormwater treatment measures/water sensitive urban design elements constructed and/or installed on the Lot Burdened, that they will:

(i) maintain and repair the stormwater treatment measures/ water sensitive urban design elements at the sole expense of the Grantor so that it functions in a safe and efficient manner, in accordance with the manufacturers recommended requirements;

(ii) for the purposes of ensuring observance of this covenant, permit Council to enter the Lot Burdened and inspect the condition of the stormwater treatment measures/ water sensitive urban design elements and the state of construction, maintenance or repair of the stormwater treatment measures/ water sensitive urban design elements, for compliance with the requirements of this covenant;

(iii) notify Council after each programmed maintenance inspection; and

(iv) comply with the terms of any written notice issued by Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the stormwater treatment measures/ water sensitive urban design elements and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

(b) Pursuant to section 88F(3) of the Act, Council shall have the following additional powers pursuant to this covenant:

(i) in the event that the Grantor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the Lot Burdened with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above;

(ii) Council may recover from the Grantor in a Court of competent jurisdiction:

(A) any expense reasonably incurred by it in exercising its powers under clause 16(b)(i). Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work; and

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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(B) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

**Name of authority empowered to release, vary or modify positive covenant numbered 16 in the Plan**

Council

**17. TERMS OF POSITIVE COVENANT NUMBERED 17 IN THE PLAN**

The Grantor must ensure:

(a) all fencing within bushland areas is fauna friendly and must allow fauna passage and be suitably visible to reduce the likelihood of collisions without the use of barbed wire or any sharp materials; and

(b) all residential fencing do not contain sharp tops that have the potential to injure wildlife and must be suitably visible to reduce the likelihood of fauna collisions.

**Name of authority empowered to release, vary or modify positive covenant numbered 17 in the Plan**

Council

**18. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 18 IN THE PLAN**

No development shall be permitted on the Lot Burdened until it is re-subdivided complying with the requirements of Council.

**Name of authority empowered to release, vary or modify restriction on the use of land numbered 18 in the Plan**

Council

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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**19. TERMS OF POSITIVE COVENANT NUMBERED 19 IN THE PLAN**

(a) The Grantor must permit the Prescribed Authority and the Contractor to enter upon the Lot Burdened with or without vehicles for the purpose of the removal of Waste and to remain upon such land for a reasonable time for the purpose of such removal.

(b) The Grantor cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Lot Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 19(a).

(c) The Grantor indemnifies the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 19(a) except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be.

(d) In this covenant:

(i) **Contractor** means any entity engaged by the Prescribed Authority to remove waste from the Lot Burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority;

(ii) **Prescribed Authority** means Council and any local government council with which that council may merge and any other prescribed authority within the meaning of section 88E of the Act which may be responsible for the removal of Waste from the Lot Burdened;

(iii) **Owners Corporation** means an owners corporation as defined in the *Strata Schemes Management Act 2015* (NSW) or a community association, neighbourhood association or precinct association as defined in the *Community Land Management Act 2021* (NSW), as the case may be; and

(iv) **Waste** includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the Lot Burdened (or where such proprietor is an Owners Corporation, the registered proprietor of any lot in that scheme) leaves out for collection (whether in bins or otherwise) by the Prescribed Authority or the Contractor.

**Name of authority empowered to release, vary or modify positive covenant numbered 19 in the Plan**

Council

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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Dated 15/09/25

**20. TERMS OF RESTRICTION ON THE USE OF LAND (2L) NUMBERED 20 IN THE PLAN**

(a) The Grantor shall not make or permit or suffer the making of any alterations to any System which is, or shall be, constructed on the Lot Burdened without the prior consent in writing of Council.

(b) The Grantor shall not erect or suffer the erection of any dwelling house or other structure on the Lot Burdened unless the grantor has first constructed or has made provision for the construction of a System on the Lot Burdened, in accordance with the design, construction and/or provision requirements of Council and to the satisfaction of Council.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 20 in the Plan**

Council

**21. TERMS OF EFFECT OF THE MANAGEMENT STATEMENT**

(a) This clause applies to each Easement in this Instrument.

(b) If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and any Management Statement.

(c) If a Management Statement allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Community Association), or the Management Statement imposes rules or conditions on the carrying out of works, repair or maintenance, the Management Statement prevails to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.

(d) If a Management Statement regulates the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and a Management Statement, the Management Statement prevails to the extent of the inconsistency.

(e) If a Management Statement binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and that Management Statement:

(i) imposes obligations on the Grantor or Grantee;

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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(ii) confers rights on the Grantor or Grantee; or

(iii) requires the Grantor or Grantee to do or refrain from doing something,

(iv) which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement, then the party bound by the Management Statement has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 15/09/25

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**Plan:**

Plan of Subdivision over Lot 1 in DP1289188 covered by Subdivision Certificate No 4/2026/SC

# DP271416

Dated 15/09/25

**EXECUTED** on behalf of **The Hills Shire Council** by its authorised delegate pursuant to s.378 of Local Government Act 1993 No 30

David Munday

Name of Delegate (Print)

Signature of Delegate

Electronic signature of me, David Munday affixed by me, or at my direction on 15/09/25

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

Signature of Witness

Electronic signature of me, Harleigh Haines affixed by me, or at my direction, on 15/09/25

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

Harleigh Haines

Name of Witness

C/- The Hills Shire Council - 3 Columbia Court, Norwest NSW 2153

Address of Witness

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**Plan:** Plan of Subdivision over Lot 1 in DP1289188 covered by Subdivision Certificate No 4/2026/SC

# DP271416

Dated 15/09/25

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Projects (Retail and Commercial) Pty Limited

Authority: Power of Attorney – Book 4836 No. 835

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

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# DP271416

Dated 15/09/25

**Mortgagee Consent**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Highforest Pty Ltd ACN 682 614 375

Authority: Power of Attorney – Book 4833 No. 896

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

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# Annexure 6.
# Dealings

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# DP271416



# Approved Form 28

—

*Community Land Development Act 2021*
*Community Land Management Act 2021*

Community Management Statement

—

**Highforest**

**55 Coonara Avenue, West Pennant Hills NSW**

**WARNING**

The terms of this Management Statement are binding on the Community Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot within the Community Scheme.

TERMS OF INSTRUMENT NOT CHECKED IN NSW LAND REGISTRY SERVICES

REGISTERED: 13/10/2025

Level 40 Governor Macquarie Tower 1 Farrer Place
Sydney NSW 2000 Australia DX 117 Sydney
T +61 2 9921 8888 F +61 2 9921 8123
**minterellison.com**

MinterEllison



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# Approved Form 28

**Part 1 – By-laws fixing details of Development** **7**

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# Part 1 – By-laws fixing details of Development

These by-laws concern the control and preservation of the essence or theme of the Community Scheme and may only be amended or revoked by a Special Resolution of the Community Association - see section 128 and section 131 of the Management Act.

## 1. Overview

### 1.1 About the Property

The Property is to be:

(a) a residential community scheme comprising dwelling houses (including attached, semi-attached and detached houses), apartments, Community Facilities, Community Parks and roads; and

(b) subdivided under the Development Act.

### 1.2 Objectives

This Management Statement contains procedures to achieve the Objectives, which are to maintain a residential community as described in by-law 1.1.

### 1.3 How is the Property managed?

(a) A Management Statement is a set of by-laws and plans that regulate the management and operation of a Community Scheme and any schemes subsidiary to that scheme.

(b) This Management Statement governs the management of the Property.

(c) The parties relevant to the management and administration of the Property are:

(i) the Community Association;

(ii) the Managing Agent engaged by the Community Association; and

(iii) if applicable, any Facilities Manager engaged by the Community Association.

(d) The Community Association is responsible for the control, management, operation, insurance and Maintenance of Community Property (see Part 3 for more information on Community Property and the role of the Community Association).

(e) The Community Association:

(i) must engage the services of a Managing Agent; and

(ii) may engage a Facilities Manager,

to assist it with its functions.

### 1.4 Parties bound by Management Statement

(a) This Management Statement binds:

(i) the Community Association;

(ii) each Subsidiary Body; and

(iii) each person who is an Owner or an Occupier or mortgagee or covenant chargee in possession of a Lot within the Community Scheme.

(b) This Management Statement identifies three types of entities in the Community Scheme that can have management responsibilities. These are:

(i) the Community Association; and

(ii) the Precinct Associations; and

(iii) the Strata Corporations.



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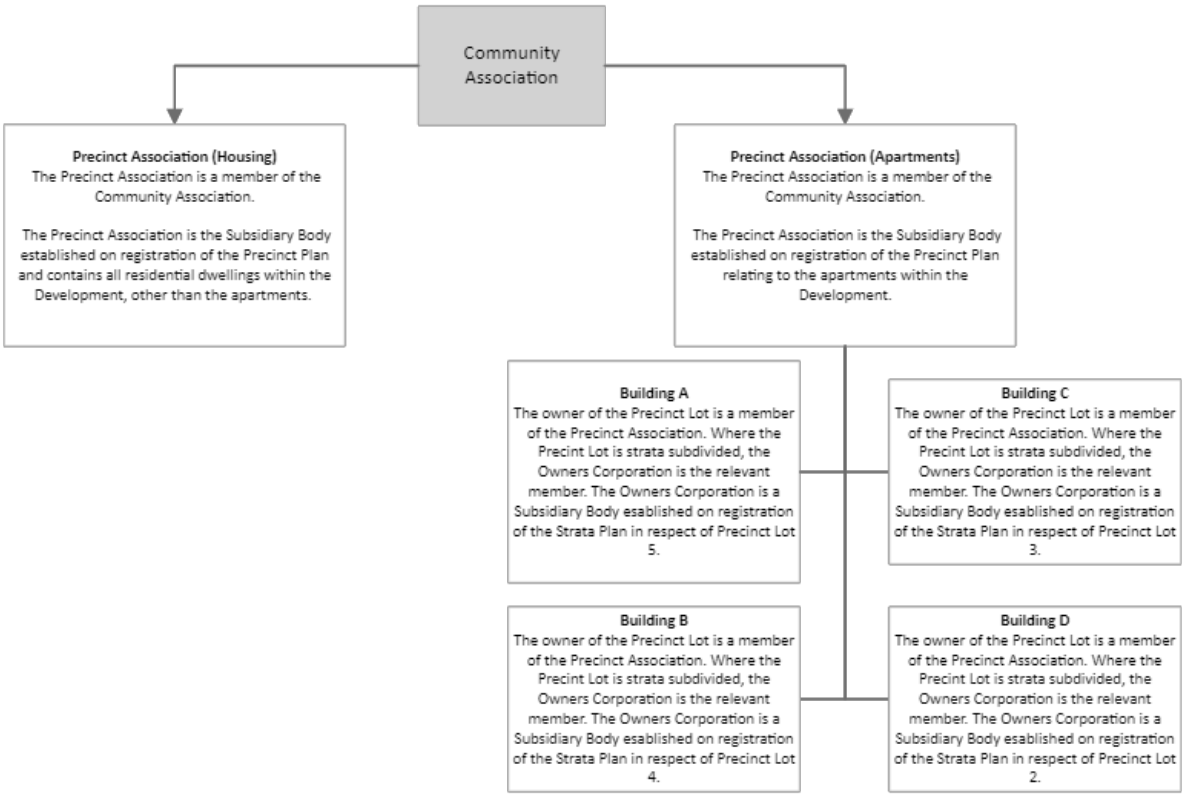
(c) Each Precinct Association and each Owner or Occupier of a Precinct Lot must comply with the applicable precinct management statement.

(d) Each Strata Corporation and each Owner or Occupier of a Strata Lot must comply with the applicable Strata By-laws and Strata Management Statement.

(e) Persons other than those referred to in this by-law 1.4, including Permitted Persons, may have an obligation to comply with this Management Statement, any Precinct Management Statement, Strata Management Statement and any Strata By-laws.

### 1.5 Management Structure

The management structure of the Community Scheme can be as follows:




### 1.6 Consent of Community Association

Where a by-law requires the consent of the Community Association to a particular activity, the application to the Community Association must be in writing and unless stated otherwise in that by-law, the consent may be given by either:

(a) the Community Association in General Meeting; or

(b) the Community Committee at a duly convened meeting of the Community Committee.

### 1.7 Consent of Community Association may be revoked or withheld

Consent given by the Community Association under a by-law:

(a) if practicable, may be revoked by the Community Association in General Meeting (acting reasonably); and

(b) subject to by-law 1.7(a), may be granted or withheld by the Community Association or be given conditionally (acting reasonably).



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### 1.8 Consent by Community Committee may be revoked or withheld

Consent given by the Community Committee under a by-law:

(a) if practicable, may be revoked by the Community Association in General Meeting (acting reasonably); and

(b) subject to by-law 1.8(a), may be granted or withheld by the Community Committee or be given conditionally (acting reasonably).

### 1.9 Consent conditions

Owners and Occupiers must comply with any condition in a Development Consent.

### 1.10 Reporting act or activity to Community Association

Where a by-law requires an act or activity to be reported to the Community Association, unless stated otherwise in the by-law:

(a) if the Community Association has appointed a Facilities Manager, that act or activity must be reported to the Facilities Manager; and

(b) if the Community Association has not appointed a Facilities Manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Community Committee.

## 2. Architectural and Landscape Design Guidelines

### 2.1 Guidelines

(a) The Architectural and Landscape Design Guidelines for the Community Parcel are attached to this Management Statement.

(b) The parties bound by this Management Statement are bound by the Architectural and Landscape Design Guidelines.

### 2.2 Application to amend

(a) An Owner or Subsidiary Body may request the Community Association to amend the Architectural and Landscape Design Guidelines for their Lot or Subsidiary Scheme in writing in accordance with clause 26.10.

(b) An application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

(c) Architectural and Landscape Design Guidelines must be drafted with due consideration to all then current applicable Authority approvals, planning instruments and policies and in particular the compatibility with those approvals, planning instruments and policies.

### 2.3 Approval of Community Association

(a) The Community Association must refer an application to amend the Architectural and Landscape Design Guidelines to a General Meeting for the decision by that General Meeting.

(b) The Community Association may, in order to determine an application, request additional information, reports or documents.

(c) By Special Resolution, the Community Association may amend the Architectural and Landscape Design Guidelines.

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### 2.4 Copy of standards to be provided

(a) If the Community Association amends the Architectural and Landscape Design Guidelines, then the Community Association must, within a reasonable time:

(i) arrange for an amendment to the Management Statement to be registered; and

(ii) deliver a copy of the amendments to each Owner of a Community Development Lot and to each Subsidiary Body.

(b) If requested by an Owner, the Community Association must provide, at the reasonable cost of that Owner, a current copy of the Architectural and Landscape Design Guidelines.

### 2.5 Signage

(a) No Sign is permitted other than in accordance with the Architectural and Landscape Design Guidelines including as to the location, style and type of any Sign and any Rules made by the Community Association in respect of "for sale" and "for lease" Signage pursuant to clause 2.6.

(b) The following Signs are not permitted:

(i) attachments, painting, surfacing or structures on the front of any Improvements or other Common Property or Community Property;

(ii) A-frame signs or sandwich boards, stands, trolleys, carousels or point of sale advertising of any description, other than as may be permitted under by-law 2.6; or

(iii) external Signs which are third party advertising material or otherwise not directly related to the use of a Lot in the Community Scheme.

(c) Owners and Occupiers must, at the cost of the Owner or Occupier, Maintain and keep in good working order any Sign installed by that Owner or Occupier failing which the Community Association may do anything that the Owner or Occupier of a Lot failed to do under this by-law in accordance with by-law 32.2 of this Management Statement.

(d) Nothing contained in this by-law shall entitle an Owner or Occupier to erect any Sign without first obtaining any necessary consent from all relevant Authorities.

(e) If any Sign is connected to power, such power must be separately metered and paid for by the Owner or Occupier of the Lot that erected that Sign.

(f) Signs must not have any light emission that may cause disruption to another Owner and Occupier of any Lot.

### 2.6 For sale and for lease Signage

Subject to by-law 2.10, the Community Association may make Rules regulating the shape, size, position, location, lighting and the written material on a "for sale" and "for lease" Signage and the timing for which a "for sale" and "for lease" Signage is erected and to be taken down.

### 2.7 Community Association's signage

Despite any Rule, this Management Statement and the Architectural and Landscape Design Guidelines:

(a) the Community Association is permitted to erect signage within the Community Property and the Subsidiary Body Property (as required) including:

(i) directional and wayfinding signage;

(ii) cautionary and safety signage;

(iii) for the purposes of identifying services infrastructure; and

(iv) regulating the parking of vehicles in accordance with by-law 8(f);

(b) the Community Association and any party with whom the Community Association has entered into a contract with pursuant to by-law 23 is permitted to erect signage within the Community Property, Subsidiary Body Property, the Community Facilities and the

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Outdoor Community Facilities regarding the occupation, use, management and caretaking of, and the promotion of any business or trade activity carried on at, the Community Facilities or any part of the Community Parcel.

### 2.8 Developer's Signs

Despite any Rule, this Management Statement and the Architectural and Landscape Design Guidelines, the Developer is permitted to place safety and security, marketing and advertising signs, placards, banners and notices in any part of the Community Parcel while the Developer is carrying out Development Activities, including the Selling and Leasing Activities.

### 2.9 Consent of the Developer

Notwithstanding any other provision of these by-laws, whilst the Developer is the Owner of a Lot, the Architectural and Landscape Design Guidelines cannot be amended without the written consent of the Developer.

### 2.10 Developer's rights

(a) At any time until the Developer ceases to be the registered proprietor of a Lot in the Community Scheme, the Developer can:

(i) prescribe the Architectural and Landscape Design Guidelines for the Community Scheme and any Subsidiary Scheme; and

(ii) vary the Architectural and Landscape Design Guidelines it has already prescribed for the Community Scheme or any Subsidiary Scheme.

(b) If the Developer prescribes Architectural and Landscape Design Guidelines for the Community Scheme or a Subsidiary Scheme or varies the Architectural and Landscape Design Guidelines it has already prescribed for the Community Scheme or a Subsidiary Scheme:

(i) the Developer must promptly give a copy of the Architectural and Landscape Design Guidelines prescribed or varied, as the case may be, to the Community Association and the relevant Subsidiary Scheme; and

(ii) after receipt of the prescribed or varied Architectural and Landscape Design Guidelines, as the case may be, the relevant Subsidiary Scheme must give a copy of those Architectural and Landscape Design Guidelines to each Owner of a lot in its Subsidiary Scheme.

(c) Nothing in this by-law 2:

(i) affects the rights of the Developer to carry out Development Activities; or

(ii) imposes an obligation on the Developer to obtain consent under this by-law for the purpose of carrying out Development Activities.

## 3. Maintenance

### 3.1 Exterior maintenance of Lots

(a) Each Lot:

(i) must be kept clean and tidy and in good repair and condition; and

(ii) must be Maintained:

(A) in a proper and workmanlike manner;

(B) to the reasonable satisfaction of the Community Association;

(C) in compliance with this Management Statement (if applicable); and

(D) in compliance with the Architectural and Landscape Design Guidelines.



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(b) A Subsidiary Body must, subject to any Restricted Subsidiary Body Property By-Law and to the extent that the Community Association is not responsible for the control, management and Maintenance of the Subsidiary Body's Subsidiary Body Property, control, manage and Maintain that Subsidiary Body Property.

(c) A Subsidiary Body must, subject to any Restricted Subsidiary Body Property By-law and to the extent the Community Association is not responsible for the Maintenance of the Subsidiary Body's Subsidiary Body Property, carry out the Maintenance of that Subsidiary Body Property:

(i) in a proper and workmanlike manner;

(ii) promptly, as the need arises;

(iii) in compliance with this Management Statement (if applicable);

(iv) in compliance with the Architectural and Landscape Design Guidelines and.

(v) to the reasonable satisfaction of the Community Association.

### 3.2 Compliance

(a) The Community Association may give a notice to an Owner, Occupier or Subsidiary Body requiring that Owner, Occupier or Subsidiary Body to comply with the terms of this by-law 3.

(b) If an Owner, Occupier or Subsidiary Body does not comply with this by-law, then the Community Association may exercise its rights under by-laws 32.2 and 32.3.

### 3.3 Developer's rights

Nothing in this by-law 3:

(a) affects the rights of the Developer to carry out the Development Activities; or

(b) imposes an obligation on the Developer to comply with the Maintenance obligations under this by-law.

## 4. Consents, permits and laws

### 4.1 Consents and permits

An Owner or Occupier must not:

(a) carry out or permit to be carried out any Works on its Lot;

(b) carry out or permit to be carried out any activity on its Lot; or

(c) use or occupy its Lot, or permit any use or occupation, on its Lot,

unless all relevant consents and permits have issued and are current for the Works, use, activity or occupation.

### 4.2 Works without consent

Works may be carried out without the consent of the Community Association if they comply with this Management Statement and the Architectural and Landscape Design Guidelines.

### 4.3 Works with consent

Works must not be carried out, or permitted to be carried out or permitted to remain on any Lot or Community Property, which do not comply with this Management Statement and the Architectural and Landscape Design Guidelines unless the written consent of the Community Association (acting reasonably) is first obtained.



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### 4.4 Plans and Specifications

(a) Any party seeking approval of the Community Association for the carrying out of any Works which do not comply with this Management Statement and the Architectural and Landscape Design Guidelines must first obtain consent of the Subsidiary Body in accordance with the relevant rules of the Subsidiary Scheme and then submit plans and specifications for the approval of the Community Association.

(b) The Community Association may, at the cost of the Owner seeking approval for the Works (provided those costs are reasonable), retain the services of any independent consultant with special skills and expertise in:

(i) architecture;

(ii) landscaping; and

(iii) any other relevant discipline,

to advise and assist the Community Association in performing its powers under this by-law.

(c) To assist the Community Association with its decision on any plan or specification, the Community Association may, acting reasonably, request a party to submit:

(i) additional plans and specifications;

(ii) additional information, reports or documents including reports or certificates from a suitably qualified person which confirms the proposed Works comply with Authority requirements and are consistent with the bushfire attack levels of the relevant Lot; and

(iii) any other relevant information, facts or material.

(d) The Community Association makes no warranty as to the fitness of Works for their intended purpose by approving plans and specifications submitted to it by a party seeking approval.

### 4.5 Decision of the Community Association

(a) In making its decision on whether to consent to an application to carry out Works, the Community Association may ensure that the proposed Works:

(i) are consistent with the Objectives; and

(ii) comply with this Management Statement and any guidelines created by the Community Association from time to time.

(b) If the Community Association does not make a decision within 4 weeks after receiving all information required to make a decision, then it has approved the Works.

(c) If the Community Association approves Works, then that approval does not prevent the Community Association from disapproving or approving with conditions future Works of the same or similar nature.

(d) If after the Community Association has approved the Works, an Authority requires changes to be made to the plans and specifications provided to the Community Association pursuant to by-law 4.4(c), then the party must resubmit the plans and specifications for the Community Association's approval to the Works together with details of changes made to the plans and specifications as required by the Authority and by-laws 4.3 to 4.5(b) apply.

(e) The Community Association may, as part of providing its consent to an application to carry out Works, require an applicant to deposit a bond of a kind and upon conditions acceptable to the Community Association (acting reasonably) to be held on account of any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works. Subject to by-law 4.5(f), any bond lodged under this by-law must be returned to the applicant within 90 days after:

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(i) notification by the applicant of completion of the Works and any make good works in respect of damage caused to the Community Property (if any); and

(ii) request for return of the bond.

(f) If the Community Association calls on the bond, the Community Association must return the proceeds of the bond to the applicant after the Community Association deducts a reasonable amount for any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.

(g) Nothing in this clause 4.5 prevents a Subsidiary Body from requiring the applicant to deposit a bond for the carrying out of Works in accordance with the terms of the Precinct Management Statement, Strata Management Statement or Strata By-laws (as applicable).

(h) The Community Association, acting reasonably, is not bound by its past decisions under this clause 4.5.

(i) The Community Association may not withhold its approval to an application by an Owner or Occupier in respect of the installation of Sustainability Infrastructure solely for the purpose of preserving the external appearance of a Lot or the Community Property.

### 4.6 Expert Determination

(a) A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 4.6(b).

(b) If a party disputes that the Community Association has properly applied this Management Statement and any guidelines created by the Community Association from time to time in making a determination under this by-law, then the matter must be referred to an expert for determination as appointed by the President of the Australian Institute of Architects,

(c) A decision of the expert appointed under by-law 4.6(b) is a decision of the Community Association, and binds all Parties.

### 4.7 Role of the Community Association

(a) The role and functions of the Community Association in this by-law 4 are procedural only.

(b) The Community Association does not take any responsibility for the adequacy or appropriateness of any Works or any approvals which issue for them.

### 4.8 Works Rules

(a) The Community Association may formulate Works Rules governing the conduct of activities on Lots during the approval and construction phases of Works.

(b) Owners must comply with those Works Rules which have been communicated to them and which relate to their Lot.

### 4.9 Works

(a) Prior to carrying out any Works, an Owner must:

(i) give at least 14 days notice of the intended date of commencement of the Works and estimated duration of the Works; and

(ii) arrange with the Community Association a suitable time to carry out the Works.

(b) When carrying out any Works, an Owner must:

(i) ensure there is no interruption of any Service or damage to Service Lines, pipes or Services within the Community Parcel;

(ii) ensure the Works are carried out in a proper, timely and workmanlike manner;

(iii) ensure the Works are carried out in compliance with the Architectural and Landscape Design Guidelines and to the reasonable satisfaction of the Community Association and any relevant Authority whose consent was required to the Works;



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(iv) ensure the Works are carried out in accordance with the requirements of all appropriate Authorities and in accordance with the terms of all consents, approvals and certificates;

(v) repair any damage caused to Community Property as a result of the Works to the reasonable satisfaction of the Community Association; and

(vi) ensure reasonable efforts are made to minimise acoustic and vibration impacts for surrounding owners.

### 4.10 Community Association may delegate

The functions of the Community Association under this by-law 4 may be carried out by the Community Committee.

### 4.11 Developer's Rights

Nothing in this by-law 4:

(a) affects the rights of the Developer under by-laws 5 and 6 to carry out Development Activities; or

(b) imposes an obligation on the Developer to obtain consent from a Party or the Community Association under this by-law 4 to carry out Development Activities.

# Part 2– Association Property Rights By-laws

These by-laws may only be amended:

(a) during the Initial Period, by order of the Supreme Court of New South Wales or the Tribunal; or

(b) after the expiry of the Initial Period, by:

(i) Special Resolution; and

(ii) with the written consent of each person or Subsidiary Body entitled by the by-law to use the Restricted Community Property.

(See sections 25 and Division 3, Part 7 of the Management Act).

## 5. Creation of Association Property Rights By-laws

### 5.1 Purpose

The purpose of this by-law 5 is to provide for the coming into existence of Association Property Rights By-laws after the registration of the Community Plan.

### 5.2 Creation of Association Property Rights By-laws

In addition to its powers under the Management Act, but subject to Part 7 of the Management Act and anything elsewhere in this Management Statement, the Community Association has the power under this by-law 5 to make Association Property Rights By-laws and must, if the Developer gives it a notice under by-law 5.3, make an Association Property Rights By-law in accordance with that notice.

### 5.3 Developer's notice

(a) If the Developer wants the Community Association to make an Association Property Rights By-law it must give a notice in that regard to the Community Association.

(b) If the Developer gives a notice under by-law 5.3(a) it must include with that notice the following:

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(i) details of all matters required to be included in any Association Property Rights By-law in order for the by-law to comply with section 135 of the Management Act;

(ii) details of all other matters that the Developer determines in its absolute discretion should be included in the Association Property Rights By-law;

(iii) a plan showing the part of the Community Property in respect of which the Association Property Rights By-law is to apply; and

(iv) the consent of the person or Subsidiary Body intended to have the benefit of the relevant Association Property Rights By-law.

(c) The Community Association must, following receipt of a notice under by-law 5.3(a), act promptly to procure creation and registration of that Association Property Rights By-law (at the Developer's cost).

# 6. Rights regarding Development Activities

## 6.1 Association Property Rights By-law

This by-law 6 is an Association Property Rights By-law.

## 6.2 Developer's rights

To enable and assist the carrying out of the Development Activities, the use of the whole of the Community Property, including Service Lines (**Special Restricted Community Property**), is restricted to the Developer on the terms set out in this by-law 6 and, in particular, the Developer has the right at any time:

(a) to:

(i) develop and subdivide the Property in stages;

(ii) unrestricted access by all means to and over the Special Restricted Community Property;

(iii) carry out Development Activities;

(iv) park vehicles and leave equipment and building materials in the Special Restricted Community Property;

(v) place in or attach to Special Restricted Community Property temporary structures, including temporary offices and sheds;

(vi) install, alter, repair, temporarily disrupt, commission and connect to Service Lines forming part of Special Restricted Community Property;

(vii) install and swing crane jibs through the airspace of the Special Restricted Community Property;

(viii) place in or attach to Special Restricted Community Property marketing and advertising signs, placards, banners and notices;

(ix) conduct Selling and Leasing Activities including the holding of public auctions, in Special Restricted Community Property;

(x) build and use a display facility in Special Restricted Community Property in connection with Selling and Leasing Activities;

(xi) hold tours, events and functions in Special Restricted Community Property;

(xii) lock or otherwise secure part of Special Restricted Community Property provided that the Secretary of the Community Association is given a key or other method of access for the locked or secured area on demand; and

(b) to grant to any person a right of access to and/or a right to occupy and use the whole or any part or parts of the Special Restricted Community Property, either exclusively or non-



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exclusively, and to authorise such person to exercise some or all of the Developer's rights under this by-law 6.

### 6.3 Particular Application

Without limiting the generality of by-law 6.2 or those parts of the Community Property which comprise Special Restricted Community Property:

(a) the use of the Community Facilities is restricted to the Developer, and the Developer has exclusive use of the Community Facilities, under this by-law, to allow construction of and the repair of defects and any maintenance of the Community Facilities and to carry out the Development Activities associated with construction;

(b) the use of the Open Access Ways is restricted to the Developer, and the Developer has exclusive use of the Open Access Ways, under this by-law for the purposes of construction of the Open Access Ways and to carry out Development Activities associated with construction;

(c) the use of the Storm Water Detention System is restricted to the Developer, and the Developer has exclusive use of the Storm Water Detention System, under this by-law for the purposes of construction of the Storm Water Detention System and to carry out Development Activities associated with construction;

(d) the use of the Pedestrian Access Way is restricted to the Developer, and the Developer has exclusive use of the Pedestrian Access Way for the purposes of construction of the Pedestrian Access Way and to carry out Development Activities associated with construction; and

(e) the use of the Community Parks are restricted to the Developer, and the Developer has exclusive use of the Community Parks for the purposes of construction of the Community Parks and to carry out Development Activities associated with construction; and

(f) the restricted development areas that are the subject of the Vegetation Management Plan (**Vegetation Areas**) for the relevant period that the Developer has maintenance obligations in accordance with the Vegetation Management Plan, the Developer has the special privilege to access and remain on the Vegetation Areas for the Developer to comply with the requirements of the Vegetation Management Plan.

### 6.4 When the rights of Developer cease

(a) Restricted use of any part of Special Restricted Community Property ceases when the Developer notifies the Community Association that the part is no longer required in connection with the Development Activities or defect rectification or maintenance obligations under the Vegetation Management Plan.

(b) Restricted use of the whole of Special Restricted Community Property ceases on the later of:

(i) when the Developer notifies the Community Association that the whole or a part of Special Restricted Community Property (as notified by the Developer) is not required in connection with the Development Activities or defect rectification;

(ii) when the Developer is no longer the registered proprietor of at least one Lot in the Community Scheme or a Subsidiary Scheme; and

(iii) when the Developer notifies the Community Association that the Developer has completed its obligations under the Vegetation Management Plan.

(c) When the rights of the Developer cease in respect of a part of Special Restricted Community Property, the obligations on the Developer in connection with that part cease and the obligation to control, manage, insure and Maintain the Special Restricted Community Property return to the Community Association. The Community Association must levy all members for the costs incurred by the Community Association under this by-law 6.4(c) in proportion to their respective unit entitlements as stated on the Community Plan.

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### 6.5 Terms

(a) Until the rights of the Developer cease for each part of Special Restricted Community Property as provided by this by-law 6:

(i) no other person can have restricted use of that part without the prior written consent of the Developer (to be given or withheld in the Developer's absolute discretion);

(ii) the Developer is responsible for the control, management and Maintenance of that part;

(iii) the Developer must reimburse the Community Association any costs, expenses or charges incurred by the Community Association in connection with that part; and

(iv) the Community Association may not determine, impose or collect levies in connection with that part.

(b) There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 6.

### 6.6 Developer's obligations

(a) The Developer must:

(i) repair any damage caused to the Community Parcel as a result of the Development Activities as soon as practicable after that damage occurs;

(ii) seek to keep interference with the use by Owners or Occupiers of the Community Parcel to a minimum so far as is consistent with the Development Activities; and

(iii) on completion of each part of the Development Activities, leave the relevant Community Parcel areas in a clean and tidy condition.

(b) Owners acknowledge that as a result of the Developer's rights to carry out the Development Activities set out in this by-law 6, they may be subjected to noise, traffic and dust resulting from the Development Activities.

### 6.7 No hindrance to Developer

Nothing in this Management Statement binds the Developer so that the Developer is hindered in or prevented from exercising rights under this by-law 6.

## 7. Restricted Subsidiary Body Property

### 7.1 Purpose

The purpose of this by-law 7 is:

(a) to provide for the coming into existence of Restricted Subsidiary Body Property; and

(b) to ensure that the person entitled to have the benefit of the relevant rights becomes so entitled when the Restricted Subsidiary Body Property comes into existence.

### 7.2 Creation of Restricted Subsidiary Body Property

If a Community Development Lot of which the Developer is the registered proprietor is to be subdivided by a Subsidiary Plan, the Developer will procure that a by-law is included in the applicable Subsidiary Body Instrument by which the Subsidiary Body grants restricted use rights:

(a) to whichever of the Community Association, the Subsidiary Bodies and the Developer;

(b) to whichever of the Owners of any Lots;

(c) in such terms; and

(d) in respect of such part of the Subsidiary Property;

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as the Developer determines in its absolute discretion. Despite the foregoing, the Developer need not procure the grant of Subsidiary Body Property Rights where the Subsidiary Body is a Strata Scheme.

### 7.3 Consent of Community Association

In addition to the powers under the Management Act and the Development Act and elsewhere in this Management Statement, the Community Association has the power under this by-law 7 to consent to and accept any grant to the Community Association of restricted use rights in respect of Restricted Subsidiary Property and must consent to and accept any such grant unless the Community Association, having obtained the prior consent of the Developer if it is then the registered proprietor of any Lot, resolves not to do so by special resolution.

### 7.4 Details of Use and Access

The restricted use granted to the Community Association and each Subsidiary Body is for the purpose of use by the Owners and Occupiers of the Community Scheme and each Subsidiary Scheme on the terms contained in the Subsidiary Body Instrument.

### 7.5 Maintenance of the Restricted Subsidiary Body Property

(a) The Community Association is responsible for the Maintenance of the Restricted Subsidiary Body Property.

(b) The Community Association must levy members for the costs incurred by the Community Association under by-law 7.5(a) in the manner specified in the Restricted Subsidiary Property By-law.

# Part 3 – Mandatory matters

## 8. Open Access Ways

(a) The terms of this by-law 8 start when Association Property Rights By-law 6 ends in respect of all or each relevant part of the Open Access Ways.

(b) Access to the Community Parcel is to be by way of the Open Access Ways shown on the Plan of Access Ways.

(c) The Community Association is responsible for the control, management, operation, insurance and Maintenance of the Open Access Ways and in that respect the provisions of By-law 11 apply.

(d) Vehicles with a gross weight in excess of 4.5 tonnes shall not use the Open Access Ways except Vehicles:

(i) associated with the Development Activities;

(ii) delivering goods or materials to or from Lots;

(iii) collecting garbage or recyclable materials operated by or under contract to the Council or as otherwise authorised by the Community Association;

(iv) used by the Services Providers and their officers, servants, work persons and agents; or

(v) authorised by the public authorities set out in Part 5.

(e) Subject to by-law 8(d), no Vehicles with a gross weight in excess of 4.5 tonnes can stand on the Open Access Ways or upon the driveways of any Lot or on any part of the Community Parcel without the prior consent of the Community Association.

(f) In addition to its powers under the Community Legislation and elsewhere in this Management Statement, the Community Association has the power under this by-law to



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create rules and install or procure the installation of signs to control traffic, including its speed, and regulate the parking of Vehicles in Community Property and Subsidiary Body Property.

(g) Where not otherwise prescribed by law, the maximum speed limit for the Open Access Ways shall be 40 kilometres per hour.

## 9. Storm Water Detention Systems

(a) The terms of this by-law 9 start when Association Property Rights By-law 6 ends in relation to the relevant Storm Water Detention System.

(b) The Storm Water Detention Systems are available for use by the Community Association and each Subsidiary Body.

(c) The Community Association is responsible for the control, management, operation, insurance and Maintenance of the Storm Water Detention Systems and in that respect the provisions of By-law 11 apply.

## 10. Pedestrian Access Way

(a) The terms of this by-law 10 start when the Association Property Rights By-law 6 ends in relation to the Pedestrian Access Way.

(b) The Pedestrian Access Way is available for use by the Community Association and each Subsidiary Body.

(c) The Pedestrian Access Way is for use for pedestrian access and may be used by persons on bicycles, scooters and skateboards including by Australia Post for the delivery of mail and packages. Vehicles (other than maintenance vehicles for maintenance purposes) are not permitted to use the Pedestrian Access Way.

(d) Where not otherwise prescribed by law, the maximum speed limit for the Pedestrian Access Ways shall be 5 kilometres per hour.

(e) The Community Association is responsible for the control, management, operation, insurance and Maintenance of the Pedestrian Access Way and in that respect the provisions of By-law 11 apply.

## 11. Community Property

### 11.1 Responsibility of Community Association for Community Property

(a) The Community Property comprises:

(i) Open Access Ways;

(ii) the Storm Water Detention System;

(iii) the Community Facilities;

(iv) the Pedestrian Access Way;

(v) Community Parks;

(vi) other parts of the Community Parcel which are not the subject of a Subsidiary Scheme or is not a Community Development Lot.

(b) The Community Association must, subject to any Association Property Rights By-laws (when necessary to do so) control, manage, operate, insure and Maintain the Community Property.

(c) The Community Association must, subject to any Association Property Rights By-laws, carry out Maintenance of the Community Property:

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(i) in a proper and workmanlike manner;

(ii) promptly, as the need arises;

(iii) in compliance with the Community Legislation; and

(iv) in compliance with the Architectural and Landscape Design Guidelines.

(d) The Community Association must, in respect of those parts of Community Property the subject of a registered easement, covenant or restriction on use, comply with the terms of the relevant registered easement, covenant or restriction on use. The Community Association must levy all members for the cost incurred by the Community Association under this by-law 11.1(d) in proportion to their respective unit entitlements as stated on the Community Plan.

### 11.2 Responsibility of Owners and Occupiers

(a) An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:

(i) leaves anything on Community Property other than in the normal course of use of Community Property;

(ii) obstructs the use of Community Property;

(iii) uses any part of Community Property for the Owner's or Occupier's own purposes;

(iv) erects any Improvement on Community Property;

(v) attaches any item to Community Property;

(vi) does or permits anything which might damage Community Property; or

(vii) alters Community Property.

(b) An Owner or Occupier must:

(i) give notice to the Community Association of any damage to or defect in Community Property immediately after the Owner or Occupier becomes aware of such damage or defect;

(ii) only use a thing on Community Property for the purpose for which it was constructed or provided; and

(iii) only use or enjoy Community Property in a manner or for a purpose which does not interfere with the use and enjoyment of Community Property by another Owner or Occupier or a Permitted Person.

(c) An Owner or Occupier of a Lot must:

(i) comply with all reasonable directions of the Community Association in relation to the Community Property; and

(ii) not do or omit to do any act that results or can result in damage to or the destruction of any part of the Community Property.

(d) An Owner or Occupier of a Lot must:

(i) comply with all reasonable directions of a Subsidiary Body in relation to is Subsidiary Body Property; and

(ii) not do or omit to do any act that results or can result in damage to or the destruction of any part of Subsidiary Body Property.

(e) An Owner or Occupier of a Lot must compensate the Community Association for any damage caused to the Community Property while that Owner or Occupier (or a Permitted Person on the Community Property with the consent of that Owner) uses the Community Property.

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## 12. Limitation of access to Community Property and Subsidiary Body Property

### 12.1 Powers of Community Association

(a) In addition to its powers under the Community Legislation and elsewhere in this Management Statement, the Community Association has power under this by-law 12.1(a) but subject to by-law 12.1(b) to:

(i) subject to any easement or other rights in existence, close off or restrict by fencing or the need to use a Security Key or otherwise, access to Community Property or any part of it;

(ii) allow security personnel to use part of the Community Property to the exclusion of others in connection with the provision of Security Services to the Community Parcel and the operation and maintenance of security equipment; and

(iii) close off or restrict access to Community Property if doing so assists the effective management of the Community Property.

(b) Despite by-law 12.1(a);

(i) the Community Association can only close off or restrict access to Restricted Community Property or Special Restricted Community Property if it has the prior consent of the person with the benefit of the relevant Association Property Rights By-law or it is permitted to do so under the terms of the by-law creating the Restricted Community Property or Special Restricted Community Property; and

(ii) if the closure relates to an Open Access Way, then only in accordance with the provisions of the Community Legislation.

### 12.2 Powers of Subsidiary Bodies

(a) In addition to its powers under the Community Legislation and Strata Schemes Legislation (if applicable) and elsewhere in this Management Statement, a Subsidiary Body has power under this by-law 12.2(a) but subject to by-law 12.2(b) to:

(i) subject to any easement or other rights in existence, close off or restrict by fencing or the need to use a Security Key or otherwise, access to Subsidiary Body Property or any part of it;

(ii) allow security personnel to use part of the Subsidiary Body Property to the exclusion of others in connection with the provision of Security Services to the Precinct Parcel or Strata Parcel and the operation and maintenance of security equipment; and

(iii) close off or restrict access to Subsidiary Body Property if doing so assists the effective management of the Precinct Property or Strata Parcel.

(b) Despite by-law 12.2(a), the Subsidiary Body can only close off or restrict access to Restricted Subsidiary Body Property or Special Restricted Subsidiary Body Property if it has the prior consent of the person with the benefit of the relevant Restricted Subsidiary Body Property or Special Restricted Subsidiary Body Property under the Subsidiary Body Instrument or it is permitted to do so under the terms of the by-law creating the Restricted Subsidiary Body Property or Special Restricted Subsidiary Body Property.

## 13. Internal Fencing

### 13.1 Restrictions on construction

If an Owner, Occupier or Subsidiary Body proposes to construct or replace a fence on a Lot or Subsidiary Body Property, in addition to the approval of the Community Association, an Owner or Occupier or Subsidiary Body must obtain the consent of:

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(a) the relevant Subsidiary Body (where an Owner or Occupier proposes to construct or replace a fence on Subsidiary Body Property); and

(b) if required, the Council or other Authority,

and comply with the Architectural and Landscape Design Guidelines.

### 13.2 External and Internal fencing

(a) Subject to by-law 13.4, the *Dividing Fences Act 1991* (NSW) applies to any external and internal boundary fences erected within the Community Scheme. The external and internal boundary fences are separate to the retaining walls erected within the Community Scheme and which are dealt with in by-law 14.

(b) An Owner may not request that the Developer contribute towards costs of the erection of an internal boundary fence if the Developer is the owner of the relevant adjoining Lot.

### 13.3 Architectural Standards

A fence within the Community Parcel must comply with the Architectural and Landscape Design Guidelines.

### 13.4 Community Property and Subsidiary Body Property Fencing

(a) The Community Association is responsible for the maintenance and replacement of fencing of Community Property.

(b) The Community Association is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.

(c) This by-law 13.4 does not apply if an Owner or Occupier using Community Property or Subsidiary Body Property damages the fencing. The Community Association may recover costs incurred by the Community Association to repair the damage from the relevant Owner or Occupier.

## 14. Retaining Walls

(a) All retaining walls constructed within the Property must be Maintained in accordance with this Management Statement and the Architectural and Landscape Design Guidelines.

(b) Subject always to this by-law 14 and the Retaining Wall Easements, the Owner or Occupier of a Lot on which a retaining wall is located (or a Subsidiary Body if a retaining wall is located on Subsidiary Body Property) is responsible for the Maintenance of the retaining wall.

(c) Some of the retaining walls constructed on the Property by the Developer are the subject of the Retaining Wall Easements. This by-law 14 is to be read in conjunction with the relevant Retaining Wall Easements.

(d) Each Burdened Owner must:

(i) allow the Benefited Lot to be supported by the Lot of the Burdened Owner; and

(ii) not do anything which will detract from the support provided to the Benefited Lot.

(e) A Burdened Owner must permit the Benefited Owner (and its authorised users and contractors) to do anything reasonably necessary to permit the Benefited Owner (and its authorised users and contractors) to Maintain a Retaining Wall, including permitting the Benefited Owner (and its authorised users and contractors) to enter the Burdened Lot at reasonable times and on reasonable notice and remain there for reasonable periods of time for that purpose, including:

(i) carrying out work on the Burdened Lot to ensure that support is maintained to the Benefited Lot, including additional supporting works reasonably necessary; and

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(ii) entering the Burdened Lot with or without tools and equipment and remaining there for any reasonable period of time for that purpose.

(f) In exercising its rights under by-law 14(e), the Benefited Owner must:

(i) ensure all work is done properly and in accordance with any relevant approvals or structural requirements;

(ii) cause as little inconvenience as is practicable to the Owner or Occupier of the Burdened Lot;

(iii) cause as little damage as is practicable; and

(iv) make good any collateral damage.

(g) If a Benefited Owner does not Maintain the retaining wall providing support to the Lot of the Benefited Owner, the Community Association or Council may, at the cost of the Benefited Owner, do anything reasonably necessary for the purpose of exercising its rights under this by-law, including:

(i) carrying out work on the Lot of the Burdened Owner to ensure that support is maintained to the Lot or the Benefited Owner, including additional supporting works reasonably necessary; and

(ii) entering the Lot of the Burdened Owner with or without tools and equipment and remaining there for any reasonable period of time for that purpose.

(h) In exercising its rights under by-law 14(g), the Community Association or Council must:

(i) ensure all work is done properly;

(ii) cause as little inconvenience as is practicable to the Owner or Occupier of the Burdened Lot;

(iii) cause as little damage as practicable; and

(iv) make good any collateral damage.

(i) Without limiting this by-law, if an Owner, Occupier or Subsidiary Body wishes to carry out work that may impact on a retaining wall, that person must obtain the written consent of the Community Association before that person commences the work.

(j) An application for consent by an Owner, Occupier or Subsidiary Body under by-law 14(g) must include a report from an appropriately qualified structural and geotechnical engineer certifying that the proposed Work will not have an adverse impact on any Retaining Wall.

(k) In the event that the Community Association is responsible for the Maintenance of any retaining wall within the Property (whether as required under a Retaining Wall Easement or otherwise) the Community Association must levy all members of the Community Scheme for the costs incurred by the Community Association, in proportion to each member's respective unit entitlements as stated on the Community Plan.

(l) In the event that a Subsidiary Body is responsible for the Maintenance of any retaining wall within the Property (whether as required under a Retaining Wall Easement or otherwise) the Subsidiary Body must levy all members of the Subsidiary Scheme for the costs incurred by the Subsidiary Body, in proportion to each member's respective unit entitlements as stated in the Subsidiary Plan.

(m) In the event that an Owner (which is not the Community Association or Subsidiary Body) is responsible for the Maintenance of any retaining wall within the Property (whether as required under a Retaining Wall Easement or otherwise) the relevant Owner is responsible for the costs of meeting their obligations. If 2 or more Owners incur a cost for jointly discharging their obligations under this by-law, they must share the costs between them in equal shares.



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## 15. Conversion of Community Development Lot to Community Property

(a) Without limiting the Developer's rights under the Development Contract, if the Developer determines that a Community Development Lot should be converted to Community Property, it must give a notice in that regard to the Community Association.

(b) If the Developer gives a notice under by-law 15(a) and includes with that notice:

(i) the conversion instrument and the items referred to in section 24(b) and 24(c) of the Development Act signed by the Owner of the Community Development Lot to be converted; and

(ii) the item referred to in section 24(d) of the Development Act,

then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Community Association has the power under this by-law 15 to consent to the conversion and must so consent and do all acts, matters and things necessary in connection with that consent and to ensure the conversion is effected.

## 16. Severance of Community Development Lot from Community Scheme

(a) Without limiting the Developer's rights under the Development Contract, if the Developer determines that a Community Development Lot should be severed from the Community Scheme, it must give a notice in that regard to the Community Association.

(b) If the Developer gives a notice under by-law 16(a) and includes with that notice:

(i) the severance instrument and the items referred to in section 19(1) and 19(2)(b)(i) of the Development Act signed by the Owner of the Community Development Lot to be severed; and

(ii) the item referred to in section 19(2)(c) of the Development Act,

then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Community Association has the power under this by-law 16 to consent to the conversion and must so consent and do all acts, matters and things necessary in connection with that consent and to ensure the conversion is effected.

## 17. Garbage

### 17.1 Matters relating to removal of garbage

(a) Owners and Occupiers must comply with any Rules or by-laws about garbage collection and the recycling of garbage made by:

(i) the Council and all other relevant Authorities;

(ii) the Community Association;

(iii) Subsidiary Bodies; and

(iv) this Management Statement.

(b) Each Owner and Occupier and Subsidiary Scheme is responsible for arranging its own garbage bins and must place those garbage bins on that part of the Community Parcel or a public road as directed by the Community Association or the Council for collection by the Council or the contractor appointed by the Community Association.

(c) When not put out for collection, bins must not be placed or allowed to remain on any part of Community Property, or a Lot which may be visible from any other Lot (being fair and reasonable) or any Community Property or Subsidiary Body Property.



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# 18. Services

## 18.1 General

(a) Services in the Community Parcel can be provided either by:

(i) the Community Association, in which event it is a Private Service; or

(ii) a Service Provider in which event it is a Statutory Service.

(b) The Community Association and Service Providers provide Services through Service Lines. The right to provide a Service within the Community Parcel by means of a Service Line can be created by either:

(i) a Statutory Right (being a right created by Law);

(ii) a Statutory Easement (being an easement conferring rights pursuant to Division 2 Part 5 of the Development Act with the location of the Service Line being shown on a Service Works Plan); or

(iii) a Section 88B Instrument (being either the Registered Section 88B Instrument or another Section 88B Instrument).

(c) The Services Table in Part 7 describes:

(i) each Service in the Community Scheme;

(ii) the location of the Service Line for each Service;

(iii) whether a Service is a Private Service or a Statutory Service;

(iv) if a Statutory Service, the name of the Service Provider; and

(v) the manner in which the right to provide the Service Line and the Service by means of that Service Line was created.

(d) Reference in the Services Table:

(i) to 'Registered Section 88B Instrument' is a reference to the right being created by, and subject to, the terms of the Section 88B Instrument registered with the Community Plan or any subsequent Section 88B Instrument registered in relation to the Community Parcel; and

(ii) reference to Division 2 Part 5 is a reference to the right being created by, and subject to, the provisions of Division 2 Part 5 of the Development Act.

## 18.2 Services

Unless specified to the contrary in this Management Statement:

(a) the Community Association is responsible for the control, management, operation, insurance and Maintenance of each Private Service and the associated Service Lines; and

(b) Service Providers are responsible for the control, management, operation, insurance and Maintenance, repair and replacement of their Statutory Service and the associated Service Lines.

## 18.3 Right in Community Association to provide Private Services

The Community Association may:

(a) provide Private Services to Owners;

(b) arrange for the installation and maintenance of Service Lines for the provision of Private Services; and

(c) contract with any person to provide a Private Service.



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### 18.4 Position of Service Lines

If Service Lines are not installed in the position indicated on a Service Works Plan, then:

(a) the Community Association must arrange for the preparation and registration of a further Service Works Plan showing the Service Lines as installed;

(b) each Owner must consent to any later Service Works Plan and must do all things relevant and within their respective powers to facilitate registration of any amended Service Works Plan; and

(c) the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of a further Service Works Plan.

### 18.5 Subsequent Services

(a) If any Service is provided after registration of this Management Statement, the Community Association must give a later Services Works Plan to the Owner of a Lot affected by the amendment.

(b) Each Owner must give consent to the amendments and produce all necessary documentation including certificates of title of affected Lots to facilitate registration of the amendment.

(c) The Community Association must register any later Services Works Plan.

### 18.6 Obligations on Owners

(a) Owners and Occupiers must not:

(i) do anything which interferes with, obstructs access to, overloads or damages any Service Line;

(ii) do anything which interferes with, or prevents, the Community Association performing its Functions in connection with a Private Service; or

(iii) do anything which interferes with, or prevents, a Service Provider performing its Functions in connection with a Statutory Service.

(b) Each Owner, Occupier and Subsidiary Body must:

(i) immediately notify the Community Association of any damage to, or the defective operation of, a Private Service or an associated Service Line immediately it becomes aware of the damage or defect;

(ii) comply with all directions of the Community Association in connection with the provision of the Private Service and the use of, and the connection to, the associated Service Line; and

(iii) subject to section 60 of the Management Act, permit the Community Association and every person authorised by it to enter its Lot, the Precinct Parcel and the Strata Parcel (as applicable) at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, Maintain or increase the capacity of a Service Line providing a Private Service.

### 18.7 Allocation of costs of maintenance

If any Private Service being provided by the Community Association does not benefit all Lots, the Community Association can at any time determine in its absolute discretion which Lots should pay for the cost of Maintaining that Private Service and associated Service Lines and impose on and collect levies from the Owners of those Lots on account of that cost.

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# 19. Insurance

## 19.1 Insurance

(a) The Community Association must take out any insurance required under the Management Act including policies:

(i) to cover any building or structure on Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;

(ii) under relevant workers compensation legislation;

(iii) for death and bodily injury for which the Community Association may become liable in damages for an amount of not less than $20 million;

(iv) against damages for which the Community Association may become liable because of work done by a voluntary worker;

(v) to cover accidental injury to, or accidental death of, a voluntary worker;

(vi) against office bearers liability; and

(vii) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by Special Resolution to insure.

(b) The Community Association must review, on an annual basis:

(i) all of its insurance; and

(ii) the need for new or additional insurances.

(c) Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.

(d) If there is an increase in risk or a new risk to Community Property then the Community Association must immediately:

(i) effect new insurances; or

(ii) vary or extend existing insurances.

(e) An Owner must obtain the written approval of the Community Association before that Owner does anything that might:

(i) void or prejudice the Community Association's insurance; or

(ii) increase any insurance premium which is payable by the Community Association.

# 20. Community Committee

## 20.1 Constitution

(a) The Community Committee must be established as required by the Management Act.

(b) The officers of the Community Committee are the secretary, treasurer and chairperson.

(c) Each Precinct Association must appoint a nominee to act as its representative for the Community Committee and the Community Association in accordance with the rules of its Subsidiary Body Instrument.

## 20.2 Functions of secretary

Without limiting the functions of the secretary as set out in section 47 of the Management Act, the Functions of the secretary of the Community Committee are:

(a) convening meetings of the Community Association and the Community Committee;



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(b) preparing and distributing minutes of meetings of the Community Association and the Community Committee;

(c) on behalf of the Community Association and the Community Committee, giving a notice required to be given under the Management Act;

(d) maintaining the Community Association roll;

(e) supplying certificates setting out details of insurances, contributions and other matters under section 174 of the Management Act;

(f) answering communications addressed to the Community Association or the Community Committee;

(g) performing administrative or secretarial Functions on behalf of the Community Association and the Community Committee; and

(h) keeping records for the Community Association and the Community Committee according to this Management Statement and the Management Act.

### 20.3 Functions of treasurer

Without limiting the functions of the treasurer as set out in section 48 of the Management Act, the Functions of the treasurer of the Community Committee are:

(a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;

(b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Legislation;

(c) preparing certificates providing details of contributions, insurances and other matters under section 174 of the Management Act;

(d) keeping prescribed accounting records as required under Division 3 Part 5 of the Management Act; and

(e) preparing financial statements as required under Division 3 Part 5 of the Management Act.

### 20.4 Function of chairperson

The Function of the chairperson is to preside at Community Association meetings and Community Committee meetings at which the chairperson is present.

### 20.5 Sub-committees

The Community Committee may appoint one or more sub-committees comprising one or more of its members to:

(a) conduct investigations;

(b) perform duties and Functions on behalf of the Community Committee; and

(c) report the findings of the sub-committee to the Community Committee.

### 20.6 No remuneration

A member of the Community Committee:

(a) is not entitled to any remuneration for the performance of that person's Functions; and

(b) is entitled to reimbursement for reasonable out of pocket expenses as approved by the Community Committee incurred by that person in the performance of that person's Functions.

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### 20.7 Protection of Community Committee members from liability

(a) A member of the Community Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Community Committee.

(b) By-law 20.7(a) does not apply if a member is fraudulent or negligent other than negligence where the member acted in good faith.

## 21. Meetings

### 21.1 Management Act

The provisions of this by-law 21 are subject to the provisions of the Management Act.

### 21.2 Meetings

The Community Committee:

(a) may meet together to conduct business and may adjourn and otherwise regulate its meetings as the Community Committee thinks fit;

(b) may make decisions on the day to day administration of the Community Association; and

(c) may regularly call meetings of the Community Committee.

### 21.3 Meeting at request of Members

(a) Meetings of the Community Committee must be convened by:

(i) the secretary at the request of not less than one third of the members of the Community Committee; or

(ii) in the absence of the secretary, another member at the request of not less than one third of the members of the Community Committee.

(b) The secretary or the other member must convene the meeting:

(i) within the time asked for in the request; or

(ii) if the notice does not specify a time, within 5 Business Days of being asked.

### 21.4 Right to attend meetings

(a) An Owner or, where the Owner is a corporation, the company nominee of the corporation, may attend a meeting of the Community Committee.

(b) A person specified in by-law 21.4(a) may address the meeting only if the Community Committee passes a resolution authorising the person to do so.

### 21.5 Notices of meetings

(a) The secretary or the member who convenes a meeting must give each member of the Community Committee and each member of the Community Association notice of the meeting at least 5 Business Days before the nominated meeting date.

(b) The notice must include:

(i) the time, date and venue of the meeting;

(ii) the agenda for the meeting, which must list the business to be dealt with at the meeting; and

(iii) copies of all documents referred to in the agenda.

(c) The Community Committee may only deal with business at a meeting if the item of business is on the agenda for the meeting.



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### 21.6 Out of meeting determinations

Subject to clause 7(4) of Schedule 2 of the Management Act, an out of meeting resolution is as valid as if that resolution is passed at a duly convened meeting of the Community Committee provided:

(a) notice of the meeting and an agenda have been given as required by this by-law 21;

(b) the notice is accompanied by a voting paper; and

(c) the resolution has been approved in writing by a majority of members who complete and return their voting paper to the secretary or the member who convened the meeting before the meeting commences.

### 21.7 Minutes of meetings

(a) If the Community Association has placed a notice board on Community Property, then the Community Committee complies with this by-law if the agenda, notice and minutes are placed on the notice board.

(b) The secretary or the member who convenes a meeting, including meetings where decisions are made in writing, must give each member of the Community Committee and each member of the Community Association a copy of the minutes of the meeting within 14 days of the meeting.

### 21.8 Records

(a) For each meeting, the secretary must ensure the following are properly kept with the books and records of the Community Committee for a period of 7 years from the date from the meeting:

(i) notices and agendas of meetings; and

(ii) records of decisions including minutes of meetings.

(b) If the secretary is absent, then the chairperson must ensure the Community Committee complies with by-law 21.8(a).

### 21.9 Service

(a) Notices of meetings and minutes of meetings must be given to the members of the Community Committee and the members of the Community Association:

(i) by hand;

(ii) by facsimile transmission;

(iii) by registered post; or

(iv) by electronic means, including but not limited to email,

to the address of the party to whom it is being sent noted in the Community Association's roll. Service takes effect from the day the notice or minutes are received unless a later time is specified in the notice or the minutes.

(b) Notices and minutes are deemed to be received:

(i) if by hand, at the time of delivery;

(ii) if sent by facsimile transmission, at the time recorded on the transmission report as the time the facsimile was sent, unless:

(A) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or

(B) the transmission report of the sender indicates a faulty or incomplete transmission;

(iii) if sent by registered post, on the Business Day after it is sent; and



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(iv) if sent by electronic means, on the Business Day after it is sent unless the sender receives notice, before the Business Day after it is sent, that the email has not reached its destination or it was not delivered to the recipient.

### 21.10 Notice board

If the Community Association has placed a notice board on Community Property, then the requirements of this by-law are satisfied if the agenda, notice and minutes are placed on the notice board.

## 22. Community Facilities

### 22.1 Use of the Community Facilities

The Community Facilities are only for use by Owners, Occupiers and their invitees.

### 22.2 Community Association Rules

(a) The Community Association may make Rules and impose conditions (acting reasonably) in relation to the use of the Community Facilities.

(b) The Community Association may amend or substitute any Rules made by the Community Association (acting reasonably).

(c) Owners, Occupiers and their invitees entitled to use the Community Facilities must comply with any Rules made by the Community Association under this by-law 22.2.

### 22.3 Hours

(a) The Community Facilities may be used during the hours as reasonably determined by the Community Association from time to time.

(b) The Community Facilities may:

(i) be closed for periods of time for repair and maintenance;

(ii) in whole or part, be closed for periods of time for private events hosted by an Owner or Occupier entitled to use the Community Facilities;

(iii) in whole or part, be used by an Owner or Occupier entitled to use the Community Facilities for the purpose of a private event outside usual opening hours of the Community Facilities with the prior consent of the Community Association or Facilities Manager; or

(iv) in whole or part, be closed in accordance with Law,

provided reasonable notice of such closures is given to all Owners and Occupiers entitled to use the Community Facilities, except in the case of a closure in accordance with Law, where prior notice is not required.

(c) If an operator of the Community Facilities or Owner or Occupier entitled to use the Community Facilities wishes to book all or part of the Community Facilities for a private event, it must make a booking through the Facilities Manager or operator of the Community Facilities and provide any security or bond required by the Facilities Manager or other operator for use of the Community Facilities.

### 22.4 Rules

(a) The following terms and conditions apply to the use of the Community Facilities by Owners, Occupiers and invitees entitled to use the Community Facilities:

(i) the Community Facilities must be left in a clean and tidy condition and all rubbish removed after use by an Owner, Occupier or invitee;

(ii) subject to by-law 22.4(a)(i), the Community Association is responsible for the cleaning and maintenance of the Community Facilities;

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(iii) children under the age of 15 years of age must be accompanied and supervised by an adult;

(iv) invitees must not use the Community Facilities or their immediate surrounds unless accompanied by an Owner or Occupier;

(v) Owners, Occupiers and invitees must behave in a manner that is not reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier or use of the Community Facilities by other persons;

(vi) no excessive noise audible from the Community Facilities is permitted;

(vii) Owners, Occupiers and invitees must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Community Facilities;

(viii) Owners, Occupiers and invitees must at all times be appropriately and adequately clothed so as not to be likely to offend any other persons using the Community Facilities or the immediate surrounds; and

(ix) Owners, Occupiers and invitees must not smoke or vape in the Community Facilities and the immediate surrounds;

(x) Owners, Occupiers and invitees must not bring any pets (excluding Assistance Animals) into any indoor Community Facilities including the multipurpose room and Swimming Pool Area.

### 22.5 Cleaning and Repairs

All Owners, Occupiers and invitees entitled to use the Community Facilities, following their use of the Community Facilities, must:

(a) dispose of any rubbish;

(b) clean any surfaces requiring cleaning as a consequence of the Owner's, Occupier's or invitee's use of the Community Facilities; and

(c) otherwise leave the Community Facilities in a good state of repair.

### 22.6 Swimming Pool Area

In addition to the provisions of this by-law 22, the following terms apply to the use of the Swimming Pool Area comprising part of the Community Facilities:

(a) the Swimming Pool Area may only be used between the hours of 6.00am and 9:00pm or other hours nominated from time to time by the Community Association;

(b) children under the age of 15 years of age may use the Swimming Pool Area only if accompanied by and supervised by an adult;

(c) glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool Area;

(d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool Area; and

(e) invitees may not use the Swimming Pool Area unless they are accompanied by an Owner or Occupier.

### 22.7 Use by Permitted Persons

(a) Owners and Occupiers of a Lot may be accompanied onto Community Facilities by no more than 5 Permitted Persons per Lot at any one time.

(b) Owners and Occupiers of a Lot may seek the approval of the Community Association to be accompanied onto Community Facilities by more than 5 Permitted Persons per Lot at any one time.

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(c) The Community Association may from time to time by notice to Owners and Occupiers increase or reduce the number of Permitted Persons permitted under this by-law.

### 22.8 Community Association can evict

(a) The Community Association may evict an Owner, Occupier or Permitted Person from the Community Facilities where the Owner, Occupier or Permitted Person uses language or behaves in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person as determined by the Community Association or behaves inappropriately in some other manner as determined by the Community Association.

(b) If an Owner, Occupier or Permitted Person is evicted from the Community Facilities under this by-law, the Owner, Occupier or Permitted Person:

(i) may be prevented by the Community Association from using the Community Facilities for a period of one month following the date of such eviction or such other period not exceeding four months, as determined by the Community Association; and

(ii) must pay to the Community Association any security or other costs of the Community Association in evicting that Owner, Occupier or Permitted Person and costs associated with restricting and reinstating access to the Community Facilities.

### 22.9 Third Party Agreements

The Community Association may enter into agreements with third parties in respect of the Community Association's obligations in respect of the Community Facilities.

## 23. Agreements in connection with Community Facilities

### 23.1 Power of Community Association to contract in relation to Community Facilities

(a) In addition to its powers under any applicable Law, including the Community Legislation and elsewhere in this Management Statement, the Community Association has power under this by-law 23 to enter into an agreement of any kind, including a lease or an agreement granting a right to occupy and use either exclusively or non-exclusively, in connection with any Community Facilities.

(b) Any agreement entered into under this by-law 23 can confer significant rights, including the right to occupy, use, manage, caretake and carry on a business or trade activity at the Community Facility.

(c) The intention of this by-law 23 is to empower the Community Association to the maximum extent permitted by Law and, in particular, is that it has a very wide discretion as to the nature and terms of any agreement entered into under this by-law 23.

(d) The Community Association may only enter into an agreement referred to in this by-law 23 in respect of the Community Facilities pursuant to a Special Resolution of the Community Association.

### 23.2 Powers of the Community Association to contract generally

In addition to its powers under any applicable Law, including the Community Legislation and elsewhere in this Management Statement, the Community Association has power under this by-law 23.2, on its own behalf and on behalf of a Subsidiary Body (at the request of the Subsidiary Body unless the Community Association is empowered to do so elsewhere in this Management Statement) to enter into agreements of all kinds in connection with:

(a) the provision of:

(i) management, operation, maintenance, security, caretaking and other services for the Community Property and Subsidiary Body Property;



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(ii) services and facilities to the Owners or Occupiers of Lots; and

(iii) services and facilities to the Community Property and Subsidiary Body Property; and

(b) any other matter or thing which the Community Association believes to be in the interest and for the benefit of the Community Scheme, Subsidiary Bodies, Owners and Occupiers of Lots or the general public.

## 24. Outdoor Community Facilities and Community Parks

### 24.1 Use of the Community Parks

The Outdoor Community Facilities and Community Parks are only for use by Owners, Occupiers and members of the public in accordance with the terms of the Public Access Easement.

### 24.2 Community Association Rules

(a) The Community Association may make Rules and impose conditions (acting reasonably) in relation to the use of the Outdoor Community Facilities and Community Parks.

(b) The Community Association may amend or substitute any Rules made by the Community Association (acting reasonably).

(c) Owners, Occupiers and persons entitled to use the Outdoor Community Facilities and Community Parks must comply with any Rules made by the Community Association under this by-law 24.2.

### 24.3 Hours

(a) The Outdoor Community Facilities and Community Parks may be used during the hours as reasonably determined by the Community Association from time to time.

(b) The Outdoor Community Facilities and Community Parks may:

(i) be closed for periods of time for repair and maintenance; and

(ii) in whole or part, be closed in accordance with Law,

provided reasonable notice of such closures is given to Owners and Occupiers except in the case of a closure in accordance with Law, where prior notice is not required.

### 24.4 Rules

The following terms and conditions apply to the use of the Outdoor Community Facilities and Community Parks by persons entitled to use the Outdoor Community Facilities and Community Parks:

(a) Owners, Occupiers and persons entitled to use the Outdoor Community Facilities and Community Parks must comply with the terms of the Public Access Easement;

(b) the Outdoor Community Facilities and Community Parks must be left in a clean and tidy condition and all rubbish is disposed of appropriately (either in the bins provided or removed after use) by an Owner, Occupier or invitee;

(c) subject to by-law 24.4(a), the Community Association is responsible for the cleaning and maintenance of the Outdoor Community Facilities and Community Parks;

(d) children under the age of 15 years of age must be accompanied and supervised by an adult;

(e) Owners, Occupiers and persons entitled to use the Outdoor Community Facilities and Community Parks must behave in a manner that is not reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier or use of the Community Parks by other persons;

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(f) no excessive noise audible from the Outdoor Community Facilities and Community Parks is permitted and persons must not create any noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Community Parks.

(g) Owners, Occupiers and persons entitled to use the Outdoor Community Facilities and Community Parks must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Outdoor Community Facilities and Community Parks;

(h) at all times persons must be appropriately and adequately clothed so as not to be likely to offend any other persons using the Outdoor Community Facilities and Community Parks or the immediate surrounds; and

(i) no smoking or vaping in the Outdoor Community Facilities and Community Parks and the immediate surrounds.

# Part 4– Optional matters

## 25. Contributions

### 25.1 Contributions

(a) An Owner and each Subsidiary Body must pay:

(i) contributions levied under this Management Statement and the Community Legislation when they fall due; and

(ii) on demand, any Costs of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or the Occupier of the Owner's Lot or Subsidiary Scheme.

(b) If a contribution or amount payable under this Management Statement or the Community Legislation is not paid when due, then interest is payable under section 90 of the Management Act.

(c) Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.

(d) A certificate signed by the Community Association, its Managing Agent or the secretary of the Community Committee about a matter or a sum payable to the Community Association is prima facie evidence of:

(i) the amount; or

(ii) any other fact stated in that certificate.

(e) Nothing in this by-law 25 affects any different apportionment for liability for expenses contained in the Development Contract.

## 26. Obligations on Owners and Occupiers

### 26.1 Dealings with Community Property

(a) Owners and Occupiers must:

(i) compensate the Community Association for any damage to Community Property or property vested in the Community Association caused by them or any of their invitees; and

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(ii) ensure their children and the children of their invitees:

(A) are accompanied by a responsible adult if they are playing within the bounds of Community Property ; or

(B) unless accompanied by a responsible adult, do not enter areas of Community Property that are likely to be dangerous to children.

(b) Owners and Occupiers must not:

(i) without the prior written consent of the Community Association, interfere with the operation of, or modify, any equipment installed in Community Property;

(ii) without the prior written consent of the Community Association, interfere with Community Property or remove any article from Community Property placed there by the direction or with the authority of the Community Association;

(iii) bring or permit to enter, any heavy article onto the Community Parcel which might cause structural damage to Community Property;

(iv) purposely damage or use part of a lawn or garden, a plant or tree exclusively for their own purpose; or

(v) damage any lawn, plant, tree or garden situated on or within the Community Parcel.

### 26.2 Behaviour and responsibility when on Community Property

(a) Owners and Occupiers must:

(i) do all that is necessary not to break any Law when on Community Property;

(ii) ensure their invitees:

(A) are not left to remain on Community Property unsupervised except to the extent reasonably necessary for their arrival and departure;

(B) do not do anything they are not permitted to do under this Management Statement; and

(C) are removed from the Community Parcel upon refusing to comply with this Management Statement.

(b) Owners and Occupiers must not:

(i) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Community Property;

(ii) behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Community Property;

(iii) obstruct the lawful use of Community Property by any person; or

(iv) do anything which is illegal while on Community Property.

### 26.3 Occupation and use of Lots

(a) Owners and Occupiers must:

(i) at their own expense, comply with all Laws affecting their Lot relating to the use and occupation of their Lot;

(ii) at their own expense, comply with the requirements, orders and notices of all Authorities affecting their Lot or relating to the use and occupation of their Lot; and

(iii) on request by the Community Association, give the Community Association a copy of any consents they hold in connection with the use of, or activities on, their Lot.



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(b) Owners and Occupiers must not:

(i) engage in or carry out:

(A) any illegal conduct or activity on their Lot; or

(B) any activity on their Lot which requires or is likely to require the provision of any essential service main of greater capacity than that available;

(ii) do anything that might damage the good reputation of the Community Parcel; or

(iii) store on their Lot building materials, surplus excavated materials, waste, rubbish or firewood visible from any other Lot, or a public road.

### 26.4 Residential Use

(a) A Lot can only be used by Owners and Occupiers as follows:

(i) for permanent residential accommodation only and not for the purpose of a short term rental accommodation arrangement unless that Owner or Occupier is using the Lot as its principal place of resident, who pursuant to the arrangement, is giving another person the right to occupy the Lot;

(ii) with no more than two adult people occupying any bedroom with no bedroom containing more than two beds (excluding children's beds, cots and bassinets);

(iii) only those rooms designated as bedrooms may be used for sleeping accommodation; and

(iv) the total number of adults residing in any one Lot must not exceed twice the number of approved bedrooms.

(b) Owners and Occupiers must not advertise or organise the use of a Lot for short term accommodation or share accommodation.

### 26.5 Leasing of Residential Lots

Owners must ensure that:

(a) the letting of any Lot is recorded under the terms of a residential lease under the Residential Tenancies Act 2010 and must be for a period of at least three months;

(b) any leasing agent is made aware of the restrictions imposed under by-law 26.4(a) 26.4 and 26.5(a).

### 26.6 Occupiers

(a) An Owner of a Lot must ensure the Occupier of the Lot has a copy of the most recent version of the Management Statement (including any amendments or changes from time to time).

(b) An Owner of a Lot:

(i) must act promptly to comply with any reasonable notice the Owner may receive from the Community Association regarding the Occupier;

(ii) must take all reasonable action available to ensure the Occupier of the Lot complies with those parts of the Management Statement relevant to Occupiers; and

(iii) must take all reasonable action available to ensure the Occupier of the Lot complies with any notice the Owner or Occupier receives from the Community Association relevant to the Occupier.

### 26.7 Permitted Persons

(a) Owners and Occupiers must take all reasonable steps to ensure a Permitted Person complies with this Management Statement.

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(b) If an Owner or Occupier cannot comply with by-law 26.6(a), then that Owner or Occupier must:

(i) withdraw their consent to the person being on or remaining on, the Community Parcel; and

(ii) request that person immediately leave the Community Parcel.

(c) If this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

(d) Owners and Occupiers must ensure a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner, Occupier or any other Permitted Person in the Community Parcel.

### 26.8 Things done at Owner's or Occupier's Cost

Anything which an Owner or Occupier is required to do under this Management Statement must be done at the cost of that Owner or Occupier.

### 26.9 Compliance with notice

Owners and Occupiers must comply on time with the terms of any notice displayed on Community Property by the Community Association, a Service Provider or other relevant Authority.

### 26.10 Communications with Community Association

A person must forward complaints, notices, applications and requests for consideration by the Community Association, in writing:

(a) to the Managing Agent of the Community Association; or

(b) if there is no Managing Agent, to the secretary of the Community Committee.

## 27. Security Keys

### 27.1 Community Association's rights

(a) Subject to this Management Statement, the Community Association may restrict access to the Community Property or parts of the Community Scheme.

(b) The Community Association may charge a reasonable fee and deposit for an additional or replacement Security Key.

(c) The Community Association may make Security Keys available to:

(i) Owners and Occupiers; and

(ii) other persons authorised by the Community Association to hold Security Keys.

### 27.2 Owners, Occupiers and Subsidiary Body Obligations

Any person provided with a Security Key must:

(a) not duplicate or copy the Security Key; and

(b) immediately notify the Community Association if the Security Key is lost, stolen or misplaced; and

(c) when requested by the Community Association, immediately return the Security Key to the Community Association; and

(d) take all reasonable steps to:

(i) ensure the Security Key remains within that person's control; and

(ii) safeguard the Security Key against loss, damage or theft.



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## 28. CCTV Security System

### 28.1 Powers of Community Association

(a) In addition to its powers under the Management Act, the Community Association has the power under this by-law to install and operate the CCTV Security System and enter into arrangements for the security of the Community Scheme.

(b) The Community Association may exercise its power under this by-law by ordinary resolution.

### 28.2 Privacy Act

The CCTV Security System is for the benefit of Owners and the Community Association subject to the Privacy Act and any other legal rights.

### 28.3 Access to CCTV Footage

(a) The CCTV Security System monitors Community Property and common areas within the Community Scheme and is managed by the Community Association.

(b) The Facilities Manager and Community Committee may review CCTV footage for the purpose of monitoring the Community Property and common areas referred to in clause 28.3(a).

(c) Owners and Occupiers are not permitted to review CCTV footage without the prior consent of the Community Committee or Managing Agent (such consent must not be unreasonably withheld if the matter relates to the security of the Community Scheme).

(d) The proper storage of footage is to be determined by the Community Association in accordance with the Privacy Act and other relevant Law.

### 28.4 CCTV Footage

Notwithstanding this by-law 28:

(a) the Community Association may provide 24 hour security surveillance to some public areas in the Community Parcel (by means of CCTV System). However, the Community Association is not obliged to provide Security Services to all areas in the Community Parcel; and

(b) the CCTV System footage may be reviewed from time to time. However, the CCTV System will not be monitored 24 hours a day, 7 days a week.

## 29. Vehicles and parking

### 29.1 Restrictions on Vehicles

(a) An Owner or Occupier of a Lot must not park a Vehicle on the Community Parcel except in a garage or driveway on their own Lot or an area on the Community Parcel designated by the Community Association from time to time as being an area where that specific type of Vehicle may be parked by an Owner or Occupier of a Lot including designated parking bays.

(b) An Owner or Occupier must not park:

(i) a Vehicle:

(A) in the verge; or

(B) in the front yard of the Lot unless the Vehicle is parked on the actual driveway;

(ii) a boat, trailer, caravan or any other towable item on any part of that Owner's or Occupier's Lot which is visible from the street or any other public places (including the Open Accessways) or park on a road or Open Accessway.

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(c) Owners and Occupiers who may park their Vehicle in a designated parking bay on the Community Parcel must comply with any signage and Rules in respect of parking their Vehicle on the Community Parcel.

(d) Owners and Occupiers must not park a Vehicle on Community Property for the purposes of washing the Vehicle.

(e) Subject to by-law 8(d), no heavy Vehicles are permitted in the Community Scheme.

(f) Any Vehicle with a gross weight over 4.5 tonnes may not be brought onto, garaged, parked or otherwise allowed to remain on the Community Parcel. The provisions of this by-law do not apply to any Vehicle permissible under by-law 8(d).

(g) Unregistered Vehicles, parts of Vehicles or Vehicle bodies awaiting repair or restoration (whether registered or not) may not be located on any part of the Community Parcel unless they are housed within a totally enclosed garage and in such a way as not to be visible from any other Lot.

### 29.2 Repairs

Repairs to Vehicles must not be undertaken on any part of the Community Parcel other than as part of an approved use for the Lot and the works are undertaken within the Lot.

### 29.3 Visitor Car Spaces

(a) Owners and Occupiers:

(i) must not part in a Visitor Car Space or permit a Visitor Car Space to be used by any person other than visitors to the Property;

(ii) must not allow a Visitor Car Space to be used for a continuous period of time exceeding 24 hours;

(iii) must, and must procure visitors of the Owner or Occupier, comply with relevant Laws and obtain any necessary approvals to the use of the Visitor Car Spaces.

(b) The Community Association must:

(i) not enter into any lease or licence, or permit the entry into any lease or licence, for a Visitor Car Space with any person;

(ii) not impose timed parking fees or permit the imposition of timed parking fees, on the use of a Visitor Car Space;

(iii) must keep the Visitor Car Spaces in a good state of repair and cleanliness commensurate with the quality of the Property; and

(iv) must ensure users of the Visitor Car Spaces do not behave in a manner reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier in the Property.

## 30. Keeping of pets

### 30.1 Notification

Owners and Occupiers who keep or intend to keep any animal on their Lot must give the Community Association the following information for inclusion in the animal register:

(a) For all animals:

(i) its species;

(ii) its breed;

(iii) its name; and

(iv) its sex; and

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(b) if the animal is a dog or a cat:

(i) a photograph sufficient to identify it;

(ii) its microchip number;

(iii) whether it has been spayed or neutered; and

(iv) evidence it has been registered with the appropriate Authority.

### 30.2 Prohibited

(a) The following are not permitted to visit or be kept on any Lot or any part of the Community Parcel:

(i) any animal that does not satisfy the requirements of by-law 30.1 with the exception of Assistance Animals and any animal being kept by a WIRES carer on a temporary basis (which animals are permitted notwithstanding non-compliance with by-law 30.1);

(ii) any dog that is vicious or aggressive;

(iii) any dog or cat that is not registered with the appropriate Authority;

(iv) an Excluded Dog;

(v) any dog which is declared dangerous under the *Companion Animals Act 1998* (NSW); and

(vi) any dog which the Australian Government prohibits from importation into Australia.

(b) The Community Association may require an Owner or Occupier to provide evidence to the Community Association that the animal kept on a Lot or any part of the Community Parcel is an Assistance Animal. An Owner or Occupier is taken to provide sufficient evidence to the Community Association under this by-law if the Owner or Occupier provides:

(i) evidence the animal holds an accreditation referred to in sections 9(2)(a) or (b) in the *Disability Discrimination Act 1993* (Cth); or

(ii) a statutory declaration verifying the animal has received the training referred to in section 9(2)(c) of the *Disability Discrimination Act 1993* (Cth); or

(iii) any 1 form of evidence prescribed by the Community Land Management Regulations 2021 (NSW).

### 30.3 Obligations of Owners and Occupiers

In relation to any animal owned or in the care of an Owner or Occupier or owned or in the care of any visitor or invitee of an Owner or Occupier, the Owner or Occupier must:

(a) clean up all excrement or refuse left upon any part of the Community Parcel by the pet;

(b) make good, or bear the cost of making good, any damage to any Lot, or Community Property by the pet;

(c) ensure the animal is under control or otherwise contained when on Community Property;

(d) ensure the animal does not cause any annoyance, disturbance or nuisance to other Owners or Occupiers;

(e) ensure the animal does not wander onto another Owner's or Occupier's Lot or onto Community Property;

(f) ensure animals are kept from entering wildlife habitat areas at all times;

(g) keep animals in an enclosed area and/or inside the dwelling constructed on the Lot, or on a leash such that animals cannot enter areas of wildlife habitat or bushland on Community Property or on surrounding properties or reserves;

(h) ensure the Lot is Maintained in a manner to prevent odours caused by the animal escaping from the Lot; and

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(i) ensure waste generated from the animal is treated and disposed of in accordance with any Rules made by the Community Association and, without limiting the generality of this by-law, ensure:

(i) all waste from the animal is double-bagged or placed in large, strong bags; and

(ii) litter is not placed in toilets.

### 30.4 Compliance

(a) If the Community Association, acting reasonably, forms the view:

(i) an animal is or has become vicious or aggressive; or

(ii) there is a breach of any part of by-law 30.2; or

(iii) there is a breach of any part of by-law 30.3 on a continuing basis,

the Community Association may serve a notice on the Owner or Occupier of the Lot containing that animal requiring that the animal is permanently removed from the Community Parcel.

(b) Any Owner or Occupier who has received a notice from the Community Association under by-law 30.4(a) must comply with the requirements of the notice within 14 days of receiving it.

(c) This by-law applies to any Permitted Person or visitor to the Community Parcel.

### 30.5 Adjoining property

Owners and Occupiers acknowledge that the land adjoining the Community Parcel forms part of the Cumberland State Forest and there may be rules in respect of animals in the Cumberland State Forest.

### 30.6 Subsidiary Schemes

This by-law does not, and is not intended to, limit any additional requirements, limitations or restrictions on the keeping of animals or pets which are or may be contained in a Subsidiary Body Instrument.

## 31. Fauna Sensitive Lighting

### 31.1 Application of by-law

This by-law 31 applies to those Lots that face or back on to bushland which as at the date of this Management Statement are Precinct Lots 13, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 56 (**Fauna Sensitive Lots**).

### 31.2 Obligation on Owners and Occupiers

Owners and Occupiers of Fauna Sensitive Lots must:

(a) minimise and manage light spill into the environment;

(b) use fauna sensitive lighting in outdoor areas and this may include the use of low sodium lighting or similar, shield to direct lighting toward the dwelling and away from the bushland, and smart control technologies (for example motion sensors and timers); and

(c) not cause artificial light to spill from their Fauna Sensitive Lot into:

(i) the Cumberland State Forest;

(ii) the 50 metre Powerful Owl buffer vegetation in the north east of the Property;

(iii) the retained vegetation to the south east of the Property in the vicinity of the known Powerful Owl nest tree; and

(iv) the environmental conservation zoned land.

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## 32. Community Association's rights

### 32.1 Manner of exercising Function

(a) Except as otherwise specified in this Management Statement, the Community Association may exercise a Function:

(i) at its discretion; and

(ii) separately or concurrently with another Function.

(b) A single or partial exercise of a Function by the Community Association does not prevent a further exercise of that Function or any other Function.

(c) Failure by the Community Association to exercise or delay in exercising a Function does not prevent its exercise later.

### 32.2 Remedy against Owner or Occupier

(a) The Community Association may do anything on or in connection with a Lot which should have been done by the Owner or Occupier of the Lot under this Management Statement or under any Rules made by the Community Association but which has not been done, or has not been done properly.

(b) If by-law 32.2(a) applies then the Community Association is entitled to:

(i) enter and remain on the Lot for as long as it is necessary;

(ii) carry out works; and

(iii) recover appropriate Costs under this Management Statement from the Owner or Occupier of the Lot.

(c) The Community Association may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.

(d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Community Association by the Owner or Occupier, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 90 of the Management Act.

### 32.3 Trading activities

(a) The Community Association may, for the purpose of exercising and performing its Functions, carry on a business or trading activity.

(b) If the Community Association carries on a business or trading activity, then the Community Association:

(i) must pay into either the administrative fund or the sinking fund of the Community Association at its election income derived by the Community Association from its business or trading activities;

(ii) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;

(iii) may levy each member for a contribution to meet expenses associated with the Community Association carrying on a business or trading activities; and

(iv) must distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with section 81 of the Management Act.

(c) If the Community Association suffers a net loss from carrying on a business or trading activities, then the Community Association must impose a levy on each member for a contribution in order to meet the amount of the net loss.

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### 32.4 Not liable for damage

(a) The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.

(b) By-law 32.4 does not apply if the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

### 32.5 Rules

(a) The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of Community Property.

(b) The Rules must not be inconsistent with:

(i) the Management Act;

(ii) the Development Act;

(iii) this Management Statement; and

(iv) the terms of any Development Consent.

(c) The Rules bind the Community Association, each Owner, Occupier and Permitted Person.

## 33. Developer's rights

### 33.1 Remedy against Owner or Occupier

(a) The Developer may do anything on a Lot or in connection with a Lot which should have been done by the Owner or Occupier of the Lot under this Management Statement but which has not been done, or has not been done properly.

(b) If by-law 33.1(a) applies then the Developer is entitled to:

(i) enter and remain on the Lot for as long as it is necessary;

(ii) carry out works; and

(iii) recover appropriate Costs from the Owner or Occupier of the Lot.

(c) The Developer may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.

(d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Developer by the Owner or Occupier, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 90 of the Management Act.

### 33.2 Not liable for damage

(a) The Developer is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.

(b) By-law 33.2(a) does not apply if the damage, loss or injury follows the negligence or fraud of the Developer or any employee or agent of the Developer.

### 33.3 Not bound by certain by-laws

The Developer is not bound by by-laws 11.2, 18.6, 26 and 29.



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## 34. Managing Agent

### 34.1 Powers of Community Association

(a) In addition to its powers under the Management Act, the Community Association has the power under this by-law to enter into agreements with a Managing Agent.

(b) The Community Association may exercise its power under this by-law by ordinary resolution.

### 34.2 Appointment of a Managing Agent

Any appointment must:

(a) be in writing;

(b) be signed by the Community Association;

(c) be for a term of a duration in accordance with the Management Act.

### 34.3 Duties of Managing Agent

Subject to Division 2, Part 4 of the Management Act, the Community Association may delegate to the Managing Agent any function of the Community Association or its Community Committee or of its secretary or other officers.

### 34.4 Entry during Initial Period

(a) The agreement with a Managing Agent under by-law 34.1 may be entered into during the Initial Period.

(b) The agreement must be:

(i) for a term permitted by Law; and

(ii) for a fee not exceeding a market fee.

(c) The effect of the agreement is disclosed in this by-law for the purposes of section 122(2)(a) of the Management Act.

## 35. Facilities Manager

### 35.1 Powers of Community Association

(a) In addition to its powers under the Management Act, the Community Association has the power under this by-law to enter into agreements with a Facilities Manager for the purposes of providing services to the Community Scheme.

(b) The Community Association may exercise its power under this by-law by ordinary resolution.

### 35.2 Appointment of a Facilities Manager

Any appointment must:

(a) be in writing;

(b) be signed by the Community Association;

(c) be for a term of a duration in accordance with the Management Act.

### 35.3 Duties of Facilities Manager

The duties of the Facilities Manager may include:

(a) managing, operating and Maintaining the Community Property;

(b) the operation of Security Keys for Community Property and Subsidiary Body Property including the provision of Security Keys and the re-coding of Security Keys; and



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(c) any other duties the Community Association determines as appropriate.

### 35.4 Entry during Initial Period

(a) The agreement with a Facilities Manager under by-law 35.1 may be entered into during the Initial Period.

(b) The agreement must be:

(i) for a term permitted by Law; and

(ii) for a fee not exceeding a market fee.

(c) The effect of the agreement is disclosed in this by-law for the purposes of section 2122(2)(a) of the Management Act.

## 36. Service Contracts

### 36.1 Entry during Initial Period

During the Initial Period, the Community Association may:

(a) enter into Service Contracts with one or more service providers; and

(b) take an assignment of the Service Contracts entered into by the Developer before the date of this Management Statement.

### 36.2 Disclosure of terms

(a) Each of the Service Contracts must be:

(i) for a term of no greater than two years; and

(ii) for a fee not exceeding the market fee for the relevant service.

(b) The effect of the Service Contracts is disclosed in this by-law for the purposes of section 122(2)(a) of the Management Act.

### 36.3 Definitions

In this by-law 34:

**Service Contracts** means the contract or contracts entered into:

(a) on or after the date of this Management Statement between the Community Association and one or more service providers; and

(b) before the date of this Management Statement between the Developer and one or more service providers,

for the provision of the following services:

(c) Maintenance and other services in relation to the Community Property and/or Subsidiary Body Property;

(d) garbage collection services.

## 37. Severance

### 37.1 General

(a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:

(i) it is severed; and

(ii) the remainder of the by-laws have full force and effect.

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(b) By-law 37.1(a) has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.

# Part 5 – By-laws required by public authorities

## 38. Use of SGARS

(a) Owners and Occupiers and the Community Association must not use and must not allow the use of Second-Generation anticoagulant rodenticides (SGARS) on the Lot or Community Property for the control of pest rodents or any other purpose.

## 39. Vegetation Protection

(a) Subject to by-law 6.3(f), the Community Association must comply with the,:

(i) Vegetation Management Plan;

(ii) requirements of the relevant Authority in respect of the Vegetation Management Plan; and

(iii) terms of the VMP Covenants.

(b) By implementing the Vegetation Management Plan, the Community Association must achieve the following environmental outcomes:

(i) protecting areas of Blue Gum High Forest threatened ecological community where it occurs on the Property;

(ii) maintaining and improving the condition of Blue Gum High Forest on the Property through removal of weeds and assistive regeneration with local provenance stock of species comprising Blue Gum High Forest; and

(iii) preventing any avoidable Harm to Protected Matters and mitigating unavoidable and accidental Harm to Protected Matters.

(c) The Community Association must not resolve to clear vegetation under the 10/50 Vegetation Clearing Scheme within the Community Property without the written consent of Council.

(d) The Community Association must not consent to any application from an Owner or Occupier under the 10/50 Vegetation Clearing Scheme without the written consent of Council.

(e) The Community Association must comply with the compliance reporting requirements of the Department of Climate Change, Energy, the Environment and Water set out in the EPBC Approval, including the Community Association must procure a compliance report for each 12 month period following the date of the EPBC Approval (or as otherwise agreed to in writing by the Minister) which must:

(i) be consistent with the *Annual Compliance Report Guidelines,* Commonwealth of Australia 2023;

(ii) include details of compliance and non-compliance with:

(A) each condition in the EPBC Approval;

(B) each condition imposed under a development consent in respect of the Property that the EPBC Approval requires compliance with;

(C) all commitments made in each action management plan or strategy that the Developer or the Community Association is required by the EPBC Approval to implement;

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(D) if any event which has the potential to, or does, Harm any Protected Matter (**incident**) has occurred, each incident.

(f) This by-law 39 shall not be amended in any way without the written consent of any relevant Authority including the Department of Climate Change, Energy, the Environment and Water and Council.

## 40. Bushfire Requirements and Asset Protection Zone

### 40.1 Council requirements

(a) Part of the Property is the subject of an asset protection zone as shown on the Community Plan and described in the associated Registered Section 88B Instrument (**APZ Areas**).

(b) The Community Association, in respect of those parts of the Community Property comprising APZ Areas, and Owners and Occupiers of APZ Areas must:

(i) Maintain the APZ Areas in accordance with the terms of the APZ Covenants; and

(ii) permit hazard reduction works when proposed by the Hills District Rural Fire Service and the Hills District Bush Fire Management Committee in respect of the APZ Areas.

(c) The Community Association must establish a protocol/policy for appropriate consultation with the Hills District Rural Fire Service and confirm details and arrangements for permissions for fire management works on the Community Property together with any other community engagement advice for the plan.

(d) Owners and Occupiers must prepare a personal bush fire survival plan that stipulates their leave early or stay and defence course of action.

(e) If required by Council or any other relevant Authority:

(i) the Community Association must establish an emergency control organisation to be run in accordance with the bushfire emergency evacuation plan;

(ii) the emergency control organisation established under by-law 40.1(e)(i) must:

(A) be constituted by one representative from each Precinct Scheme as well as the chairperson of the Community Committee (noting a person can be both).

(B) update the bushfire emergency evacuation plan and supply a copy to the Hills District Rural Fire Service;

(C) undertake an audit of any dwellings and other structures within the bushfire emergency evacuation plan,

(D) advise Owners and Occupiers of the bushfire emergency evacuation plan;

(E) ensure that the Owners and Occupiers have prepared personal bush fire survival plan as per this by-law 40; and

(F) implement the bushfire emergency evacuation plan.

(f) This by-law 40 shall not be amended in any way without the written consent of Council.

### 40.2 Bushfire Attack Levels

The Community Association, Owners and Occupiers must:

(a) ensure that construction of buildings and Improvements, or Works to any Improvements comply with the relevant BAL set out in Part 8 of this Management Statement as required by Australian Standard AS 3959-2009 Construction of buildings in bushfire-prone areas and Planning for Bushfire Protection 2019 (or equivalent where these documents are superseded); and



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(b) not do anything to increase the BALs set out in Part 8 of this Management Statement.

# Part 6– Dictionary and Interpretation

## 41. Dictionary

In this Management Statement these terms (in any form) mean:

**Annual General Meeting** means an annual general meeting of the Community Association other than the first annual general meeting.

**APZ Areas** has the meaning given to the term in by-law 40.1(a).

**APZ Covenants** means the restriction on use and positive covenant numbered 12 and 14 in the Registered Section 88B Instrument.

**Architectural and Landscape Design Guidelines** means the Architectural and Landscape Standards prescribed under this Management Statement (copy attached) as amended under this Management Statement.

**Assistance Animal** means an assistance animal as described in section 9(2) of the *Disability Discrimination Act 1992* (Cth) being a dog or other animal:

(a) accredited under a law of a State or Territory of Australia that provides for the accreditation of animals trained to assist persons with a disability to alleviate the effect of the disability;

(b) accredited by an animal training organisation prescribed by the *Disability Discrimination Regulations 1996* (Cth) that provides for the accreditation of animals trained to assist persons with a disability to alleviate the effect of the disability; or

(c) trained to assist a person with a disability to alleviate the effect of the disability and to meet the standards of hygiene and behaviour that are appropriate for an animal in a public place.

**Association Property Rights By-law** means a by-law referred to in Division 3 of Part 7 of the Management Act.

**Authority** means any government statutory, public or other authority which has jurisdiction over the Community Parcel, including the Council.

**BBQ Area** means the barbecue area which may be constructed on the Community Property and which comprises part of the Outdoor Community Facilities.

**Benefited Lot** means the Lot or Community Property or Subsidiary Body Property that is benefited by a Retaining Wall Easement.

**Benefited Owner** means:

(a) where the Benefited Lot is Community Property, the Community Association; and

(b) where the Benefited Lot is Subsidiary Body Property, the relevant Subsidiary Association; and

(c) where the Benefited Lot is a Lot other than Community Property or Subsidiary Body Property, the Owner of that Lot;

**Burdened Lot** means the Lot or Community Property or Subsidiary Body Property that is burdened by a Retaining Wall Easement.

**Burdened Owner** means:

(a) where the Burdened Lot is Community Property, the Community Association; and

(b) where the Burdened Lot is Subsidiary Body Property, the relevant Subsidiary Association.

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(c) where the Burdened Lot is other than Community Property or Subsidiary Body Property, the Owner of that Lot.

**Business Day** means any day trading banks in New South Wales are open for business.

**CCTV Security System** means the CCTV security system installed or may be installed for the Community Parcel.

**Common Property** means the common property in a Strata Scheme.

**Community Association** means the corporation that:

(a) is constituted by section 8 of the Development Act on registration of the Community Plan; and

(b) is established as a community association by section 8 of the Development Act.

**Community Committee** means the Community Committee of the Community Association as constituted or elected under this Management Statement and the Management Act.

**Community Facilities** means the building constructed or which may be constructed on Community Property comprising of multi purpose room, Swimming Pool Area, bathroom amenities and any other parts of the Community Property designated by the Community Association as Community Facilities as shown on the Community Property Plan.

**Community Legislation** means the Development Act, the Management Act and related legislation.

**Community Development Lot** means a lot in the Community Plan that is not:

(a) Community Property;

(b) a public reserve or a drainage reserve; or

(c) land that has become subject to a Subsidiary Scheme; or

(d) land that has been severed from the Community Scheme.

**Community Parcel** means the land the subject of the Community Scheme.

**Community Parks** means the park areas within Community Property which may include landscaping.

**Community Plan** means the plan to which this Management Statement relates.

**Community Property** means the property described in by-law 11.1. The expression includes Services Lines through which Private Services pass.

**Community Property Plan** means the plan forming part of the Community Plan.

**Community Scheme** means the community scheme constituted on registration of the Community Plan.

**Cost** includes any cost, charge, expense, loss, liability or damage.

**Council** means Hills Shire Council.

**Developer** means any of the following:

(a) Mirvac Projects (Retail and Commercial) Pty Limited ACN 151 466 241 or its nominated entity;

(b) Mirvac Highforest Pty Ltd ACN 682 614 375 or its nominated entity; and

(c) any person who is the registered proprietor of a Community Development Lot and which the Developer has given notice to the Community Association to the effect that that person is to have the rights of the Developer under this Management Statement.

**Development Act** means *Community Land Development Act 2021* (NSW).

**Development Activities** means anything to be done in connection with the development in the Community Parcel as is from time to time determined by the Developer, including:



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(a) any form of demolition work, excavation work or landscaping work;

(b) any form of building work or work ancillary to or associated with building work, including but not limited to:

(i) construction of or adjustment to fencing and retaining walls;

(ii) defect rectification works;

(iii) the installation of any Service and associated Service Lines;

(iv) the construction of Open Access Ways;

(v) the construction of the Community Facilities;

(vi) the construction of Storm Water Detention System.

(c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition;

(d) the subdivision of land forming part of the Community Parcel;

(e) the conversion of a Community Development Lot to Community Property;

(f) the severance or transfer of a Community Development Lot from the Community Parcel;

(g) the dedication of land forming part of the Community Parcel;

(h) the Selling and Leasing Activities; and

(i) any other development permitted to be carried out by the Developer under the Development Contract.

**Development Application** means an application to the Consent Authority or an Accredited Certifier in connection with any Works on a Lot.

**Development Consent** means consent under the *Environmental Planning & Assessment Act 1979* (NSW) to a Development Application.

**Development Contract** means the development contract registered with the Community Plan DP271416.

**EPBC Act** means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

**EPBC Approval** means the notification of approval for Coonara Residential Development, West Pennant Hills, NSW with EPBC ref 2023/09508 issued by the Department of Climate Change, Energy, the Environment and Water.

**Excluded Dog** means:

(a) a pit bull terrier;

(b) an American pit bull terrier;

(c) a dogo argentine;

(d) a fila brasileiro;

(e) a Japanese tosa;

(f) any dog prohibited from importation into Australia by the Australian Government; and

(g) an unregistered or dangerous dog under the Companion Animals Act 1998 (NSW).

**Facilities Manager** means the facilities manager of the Community Scheme that may be appointed by the Community Association from time to time under by-law 35.

**Function** includes a duty, right or obligation.

**General Meeting** means an Annual General Meeting or a Special General Meeting of the Community Association.

**Harm** means to cause any measurable direct or indirect disturbance or deleterious change as a result of any activity associated with the development of the Property by the Developer.



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**Improvements** means any building, structure, addition, modification, external repairs (other than minor repairs to existing Improvements), landscaping, installation of new Services and alterations to or interference with existing Services. "Improvements" does not include any works which may be constructed or carried out without the consent of a consent authority or an accredited certifier.

**Initial Period** has the meaning given to it by the Community Legislation.

**Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Lot** means a lot within the Community Scheme and includes a Community Development Lot, Precinct Lot and a Strata Lot.

**Maintain** includes maintain in good condition, keep clean and tidy, repair as necessary and replace as necessary, and **Maintenance** has a corresponding definition.

**Management Act** means *Community Land Management Act 2021* (NSW).

**Management Statement** means this management statement being the community management statement registered with the Community Plan, as amended from time to time under the Community Legislation.

**Managing Agent** means the licensed managing agent appointed under clause 34.

**Minister** means the Australian Government Minister administering the EPBC Act, including any delegate thereof.

**Objectives** means the objectives stated in by-law 1.2.

**Occupier** means the occupier for the time being of a Lot including a lessee, sublessee, under-lessee or licensee of a Lot, not being the Owner.

**Open Access Ways** means open access ways set apart under section 41 of the Development Act and as shown in the Plan of Access Ways.

**Outdoor Community Facilities** means the facilities constructed or to be constructed on Community Property which may comprise an outdoor playground, multicourt pickleball and basketball FIBA half court, car parking and public park and other parts of the Community Property designated by the Community Association as Outdoor Community Facilities as shown on the Community Property Plan.

**Owner** means the registered proprietor for the time being of a Lot and includes (unless inappropriate) any mortgagee in possession.

**Pedestrian Access Way** means that part of the Community Property designated as such on the Plan of Access Ways.

**Permitted Person** means a person permitted by an Owner, Occupier or the Community Association to enter the Community Parcel.

**Plan of Access Ways** means the plan illustrating Open Access Ways attached to this Management Statement.

**Precinct Association** means the corporation that:

(a) is constituted by section 9 of the Development Act on registration of the Precinct Plan; and

(b) is established as a precinct association by section 9 of the Development Act.

**Precinct Lot** means a lot in a Precinct Plan that is not:

(a) Precinct Property, a public reserve or a drainage reserve; or

(b) a lot that has been severed from the Precinct Scheme.

**Precinct Lot Owner** means an owner of a Precinct Lot.

**Precinct Management Statement** means the precinct management statement registered with a Precinct Plan, as amended from time to time under the Community Legislation.



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**Precinct Plan** means a precinct plan that subdivides a Community Development Lot within the Community Parcel under the Development Act.

**Precinct Parcel** means the land the subject of a Precinct Scheme.

**Precinct Property** means the Precinct Property in a Precinct Scheme.

**Precinct Scheme** means the precinct scheme constituted on registration of the Precinct Plan.

**Privacy Act** means *Privacy Act 1988 (Cth).*

**Private Service** has the meaning given to it by by-law 18.1.

**Property** means the Community Parcel.

**Protected Matter** means a matter protected under a controlling provision in Part 3 of the EPBC Act for which the EPBC Approval has effect.

**Public Access Easement** means the easement for public access for passive recreation purposes numbered 2 on the Registered Section 88B Instrument.

**Registered Section 88B Instrument** means the Section 88B Instrument registered with the Community Plan.

**Restricted Community Property** means the whole or a part of Community Property the use of which is restricted under an Association Property Rights By-law.

**Restricted Subsidiary Body Property** means Subsidiary Body Property the use of which is restricted by the relevant Subsidiary Body Instrument.

**Retaining Wall** means any retaining wall on a Lot, Community Property or Subsidiary Body Property that is the subject of a Retaining Wall Easement.

**Retaining Wall Easement** means any easement for support of retaining wall (or similar) and positive covenant for maintenance and repair in respect of a retaining wall easement registered on the Lot.

**Rules** means the rules of the Community Association the subject of by-law 32.5.

**Security Key** means a key, card, magnetic or other device use to

(a) open and close doors, gates and other means of regulating access and egress to and from the Community Scheme; or

(b) operate alarms, security systems or communication systems; or

(c) operate any equipment or system if applicable.

**Section 88B Instrument** means an instrument registered under section 88B of the *Conveyancing Act 1919* (NSW).

**Security Services** means services by any means for the prevention of any threat to the security or safety of:

(a) an Owner;

(b) an Occupier; or

(c) a Lot.

**Selling and Leasing Activities** means activities relating to the sale, including sale by auction, and leasing of Lots, the promotion of the Community Scheme and all ancillary activities.

**Service** includes those services described in the Services Table.

**Service Line** means the structures, machinery, equipment and items in the Community Parcel for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, dam, pond, lake, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision is to be facilitated.

**Service Provider** means an Authority that provides a Statutory Service.



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**Service Works Plan** means the prescribed diagram registered with this Management Statement showing the Private Services and Statutory Services created pursuant to Division 2, Part 5 of the Development Act.

**Services Table** is the table in Part 7.

**Sign** includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity and includes for sale and to let signs.

**Special General Meeting** means a meeting of the Community Association that is not an Annual General Meeting.

**Special Resolution** has the meaning given to it by the Community Legislation.

**Special Restricted Community Property** has the meaning given in by-law 6.2.

**Statutory Easement** means an easement created pursuant to Division 2 Part 5 of the Development Act.

**Statutory Right** means a right created by Law.

**Statutory Service** means a Service provided by a Service Provider.

**Storm Water Detention Systems** means the relevant parts of the Community Property comprising of one or more storm water detention systems.

**Strata By-laws** means the by-laws in force for a Strata Scheme.

**Strata Corporation** means a strata corporation in relation to a Strata Scheme.

**Strata Lot** means a lot in a Strata Plan.

**Strata Lot Owner** means an owner of a Strata Lot.

**Strata Management Statement** means a strata management statement registered in accordance with the Strata Schemes Legislation and applicable to a Lot.

**Strata Parcel** means the land the subject of a Strata Scheme.

**Strata Plan** means a strata plan that subdivides a Community Development Lot or Precinct Development Lot under the *Strata Schemes Development Act 2015* (NSW).

**Strata Scheme** means the strata scheme constituted on registration of a Strata Plan.

**Strata Schemes Legislation** means the *Strata Schemes Management Act 2015* (NSW) and the *Strata Schemes Development Act 2015* (NSW).

**Subsidiary Body** means a Strata Corporation and a Precinct Association.

**Subsidiary Body Property** means the Common Property in a Strata Scheme and the Precinct Property in a Precinct Scheme.

**Subsidiary Body Instrument** means a By-law Instrument for a Strata Scheme and a management statement for a Precinct Scheme.

**Subsidiary Plan** means a Strata Plan and a Precinct Plan within the Community Parcel.

**Subsidiary Scheme** means a Strata Scheme and a Precinct Scheme.

**Sustainability Infrastructure** means changes to part of the Community Property or Subsidiary Body Property for any one or more of the following purposes:

(a) to reduce the consumption of energy or water or to increase the efficiency of its consumption;

(b) to reduce or prevent pollution;

(c) to reduce the amount of waste sent to landfill;

(d) to increase the recovery or recycling of materials;

(e) to reduce greenhouse gas emissions;



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(f) to facilitate the use of sustainable forms of transport; or

(g) a purpose prescribed by the Community Land Management Regulation 2021.

**Swimming Pool Area** means the swimming pool and areas (including any toilets) adjacent to the swimming pool which may be constructed as part of the Community Facilities.

**Unanimous Resolution** means a resolution without a vote being cast against it.

**Vegetation Management Plan** means the vegetation management plan prepared by Cumberland Ecology dated 27 March 2024 relating to the Property, as may be reviewed and updated from time to time.

**Vehicle** means vehicles of any kind including motor vehicles, motor cycles, trucks, vans, bicycles, boats, trailers, caravans and horse floats.

**Visitor Car Spaces** means those parts of the Community Property identified as being for visitor car parking in the Visitor Car Spaces Plan.

**Visitor Car Spaces Plan** means the plan of that name which is Registered with this Management Statement.

**VMP Covenants** means the restriction on use and positive covenant numbered 13 and 15 in the Registered Section 88B Instrument.

**Works** means, in connection with a Lot:

(a) the erection of a building on the Lot;

(b) any extension or addition to an existing building on the Lot;

(c) the demolition of a building on the Lot; or

(d) activities referred to in and intended to be regulated by the Architectural and Landscape Design Guidelines,

but excluding:

(e) the Development Activities; and

(f) the internal refurbishment to the Improvements on the Lot.

**Works Rules** means the rules of the Community Association the subject of by-law 4.8.

## 42. Interpretation

### 42.1 Construction

In this Management Statement unless the context indicates a contrary intention:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;

(b) a thing includes the whole or each part of it; and

(c) the singular includes the plural and vice versa.

### 42.2 Headings

Headings do not affect the interpretation of the by-laws.

### 42.3 Cumulative rights and obligations

The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.



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### 42.4 Community Legislation

Words and expressions not defined in this Management Statement but defined in the Community Legislation have the meaning given to them by the Community Legislation.

# Part 7 – Services Table

| Service | Location of Service Lines | Private Services or Statutory Service | Service Provider | Manner of creation of right |
|---|---|---|---|---|
| Water Main | 88B Plan | Authority Service | Sydney Water | Registered Section 88B Instrument |
| Water Main to Private Water Meter Connection | Services Works Plan | Private Service | Sydney Water | Division 2 part 5 of the Development Act |
| | | | | |
| Sewer | | Authority Service | Sydney Water | Statutory Right (Sydney Water Act) |
| Storm Water Drainage and On-Site-Detention (OSD) and Water Quality (WSUD) | Services Works Plan | Private Service | Community Association | Division 2 part 5 of the Development Act |
| Storm Water (Council Drainage) | 88B Plan | Private Service | Community Association | Registered Section 88B Instrument |
| | | | | |
| Communications | Services Works Plan | Authority Service | NBN | Statutory Rights under the Telecommunications Act 1997 (Cth). |
| | | | | |
| Power (HV, Electrical Turrets, Substations) | 88B Plan | Authority Service | Endeavour Energy | Registered Section 88B Instrument |
| | | | | |
| Power (Low Voltage Services from Turrets to Lot) | Services Works Plan | Private Service | Community Association | Division 2 part 5 of the Development Act |
| | | | | |
| Street Lighting, Private Switchboards, Park Lighting and Irrigation control to Park Areas | | Private Service | Community Association | Wholly in Community Property Lot. No easement is required. |
| | | | | |
| Irrigation | | Private Service | Community Association | Wholly in Community Property Lot. No easement is required. |
| | | | | |
| Recreation Facility Services | | Private Service | Community Association | Wholly in Community Property |



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| Service | Location of Service Lines | Private Services or Statutory Service | Service Provider | Manner of creation of right |
|---|---|---|---|---|
| | | | | Lot. No easement is required. |
| | | | | |
| Fire Services within Community Property | | Private Service | Community Association | Wholly in Community Property Lot. No easement is required. |

## Part 8 – Bushfire Attack Levels

| Precinct lot # | BAL RATING |
|---|---|
| 68 | 12.5 |
| 67 | 12.5 |
| 66 | 12.5 |
| 65 | 12.5 |
| 64 | 12.5 |
| 63 | 12.5 |
| 62 | 12.5 |
| 61 | 12.5 |
| 60 | 12.5 |
| 59 | |
| 58 | |
| 57 | |
| 46 | 19, 29, APZ |
| 47 | 19, 29, APZ |
| 48 | 19, 29, APZ |
| 49 | 19, 29, APZ |
| 50 | 19, 29, APZ |
| 51 | 19, 29, APZ |
| 52 | 19, 29, APZ |
| 53 | 19, 29, APZ |
| 54 | 19, 29, APZ |
| 55 | 19, 29, APZ |
| 56 | 19, 29, APZ |
| 39 | 12.5 |
| 40 | 12.5 |
| 41 | 12.5 |
| 42 | 12.5 |
| 43 | 12.5 |
| 44 | 12.5 |
| 45 | 12.5 |

| Precinct lot # | BAL RATING |
|---|---|
| 32 | 12.5 |
| 33 | 12.5 |
| 34 | 12.5 |
| 35 | 12.5 |
| 36 | 12.5 |
| 37 | 12.5 |
| 38 | 12.5 |
| 20 | 12.5, 19, 29, APZ |
| 19 | 12.5, 19, 29, APZ |
| 18 | 12..5, 19, 29, APZ |
| 17 | 12.5, 19, 29, APZ |
| 16 | 12.5, 19, 29 |
| 15 | 12.5, 19 |
| 14 | 12.5 |
| 21 | 12.5 |
| 22 | 12.5 |
| 23 | 12.5 |
| 24 | 12.5 |
| 25 | 12.5 |
| 26 | 12.5 |
| 27 | 12.5 |
| 28 | 12.5 |
| 29 | 12.5 |
| 30 | 12.5 |
| 31 | 12.5 |
| 13 | 19, 29, APZ |
| 12 | 19 |

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| Precinct lot # | BAL RATING |
|---|---|
| 11 | 12.5 |
| 10 | 12.5 |
| 9 | 12.5 |



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# DP271416



## Architectural and Landscape Guidelines



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## Architectural and Landscape Design Guidelines – Highforest Housing

## Applicable to Community Development Lots 2, 10 and 16

### 1. Preserving the theme

This Part controls and preserves the architectural and landscaping essence and theme of the dwellings and Lots within the housing Precinct Scheme.

This guide should also be read in conjunction with the Design Guidelines as approved under Concept Plan DA 860-2022-JP including any approved modification to the Concept Plan (**Development Consent**).

### 2. Architectural Code

The Community Association and the Precinct Association must not amend, add to or cancel these Architectural and Landscape Design Guidelines without a special resolution as per By-Law Clause 2.3 of this Management Statement.

### 3. Approving Building Works and Landscaping Works

Owners and Occupiers must obtain consent from the Community Committee in the case of works to a Lot before carrying out Works that are not consistent with these Architectural and Landscape Design Guidelines.

The Community Committee as the case may be, may refuse consent if the proposed Works do not comply with these Architectural and Landscape Design Guidelines and / or this Management Statement (as applicable).

These Architectural and Landscape Design Guidelines do not limit any other circumstances in which Owners or Occupiers must obtain the consent of the Community Committee to works (as applicable) under the By-laws.

### 4. Precinct Lot Works

#### 4.1. Compliance

When carrying out any works to a Lot, a Member, Owner or Occupier must comply with:

a) this Management Statement and these Architectural and Landscape Design Guidelines;
b) any conditions imposed by the Community Committee under by-law 4.5(c) of this Management Statement;
c) all consents and approvals granted by the relevant Authority;
d) NSW Fire Brigade Guidelines in relation to Asset Protection Zones and Bushfire Attack Levels; and
e) all Laws.

#### 4.2. Works

Owners, Occupiers and Members of a Lot must not carry out any works to any external area or façade or structure within a Lot which changes the external appearance, façade or structure of the dwelling and are visible from Community Property, including any changes to or the erection of:

a) the colour of any external materials,
b) the type or quality of the materials used;



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c) the reflective nature of any surface;
d) the soundproofing qualities of any materials or surface;
e) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
f) the nature of any hard surface, paving or walkway;
g) the nature of any soft surface or grassed area;
h) the landscaping of any outside areas, including any build-in planter boxes, retaining walls and fencing;
i) the external lighting; or
j) satellite dishes, aerials or other communication devices (unless the satellite dish, aerial or communication device is installed in accordance with an easement),

unless the Owner or Occupier has first obtained the consent of the Community Committee to undertake the works and otherwise complied with the provisions contained in these Architectural and Landscape Design Guidelines.

### 4.3. Obligations

An Owner or Occupier must obtain all necessary approvals from all Authorities before an Owner or Occupier carries out any works, erects signs or does anything else in a Lot (including works approved or for which approval is required under the Architectural and Landscape Design Guidelines).

### 4.4. Approval Timing

An Owner and Occupier may apply for approval from an Authority to carry out works only after the Owner or Occupier has obtained any necessary approval from the Community Association where required by this Management Statement. If the Authority requires changes to the proposed works or plans provided to the Community Association after the Community Association has provided its approval, the Owner or Occupier must seek the Community Association's approval to the changes.

### 4.5. Insurance

An Owner or Occupier must ensure that all tradespeople who undertake any works on a Lot are adequately insured and comply with all applicable Laws.

### 4.6. Building Standards

An Owner or Occupier must ensure that all works undertaken to a Lot comply with Australian Standards, rules, regulations and other applicable Laws.

## 5. External Structures and Extensions

External structures and fixtures (e.g. solar panels, solar charging units/ batteries, air conditioning, garden shed, gazebos, ponds, pools, clothes lines, blinds, canopies, awnings, privacy screens, shading screens or louvres, security devices, satellite dishes, conduits and cables or other external improvements) are not permitted if those external structures and fixtures are visible from Community Property (other than those originally installed by the Developer or which are a replacement of those originally installed by the Developer). Any replacement must be consistent with the material, colour, standard and quality as that installed within that Lot by the Developer.

## 6. Sheeting or Shading Roofs and Pergolas



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Sheeting or shading screens, roofs or pergolas fixed to the dwelling or any other existing structure of the dwelling or Lot are not permitted if those are visible from the Community Property (other than those originally installed by the Developer or which are a replacement of those originally installed by the Developer). Any replacement must be consistent with the material, colour, standard and quality as that installed by the Developer.

## 7. Paving, Concrete and other Hardscape Ground Cover

The Owner or Occupier must not install paving, concrete or other hardscape ground cover (e.g. pebbles, rocks, gravel, etc.) within that Owner or Occupier's Lot in addition to that paving, concrete or other hardscape cover as installed by the Developer if that paving, concrete or hardscape ground cover is in a position that is visible from Community Property.

Any new or replacement paving, concrete or other hardscape ground cover within a Lot must be consistent with the material, colour, standard and quality as that installed within that Lot by the Developer.

## 8. Colour Schemes

Changes to the external colours or materials used on the dwelling and other structures within the Lot are not permitted.

The application of external colours to the dwelling or any other structures within a Lot is allowed as part of repair works or regular maintenance.

The external colours must be consistent with the colour code, quality and finish of the specified material as applied within that Lot in accordance with the approved Development Consent and any approved Consent Modification.

## 9. Fencing and Walls

Any new fencing or walls are not permitted to be installed on a Lot if those are visible from Community Property (other than those originally installed by the Developer).

Any replacement fencing within a Lot must be consistent with the material, colour, standard and quality as installed within that Lot by the Developer. In addition, the following applies to:

a) Inter-allotment fences:

   i. must not exceed the fence height as that installed by the Developer at the date of completion of the dwelling, and

   ii. must be lapped and capped timber fence.

b) Fences to a secondary boundary, Precinct Property or Community Property:

   i. must not exceed the fence height as that installed by the Developer at the date of completion of the dwelling, and

   ii. are not to extend more than 50% of the secondary street boundary.

c) Any replacement fencing must be compliant with the Asset Protection Zone (APZ) and/or Bushfire Attack Level (BAL) requirements as relevant to the specific Lot.

d) Any replacement fencing must be compliant with the fauna friendly design requirements as stated in the Development Consent.



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## 10. Security Screens and Flyscreens

Security screens and flyscreen doors or windows may be installed on dwellings. The design is to be of a simple nature without internal patterns (e.g. 'Crimsafe' stainless steel security mesh or similar).

The colour of the frame of any security screen and flyscreen attached to any window or door of the dwelling must match the colour of the window or door installed by the Developer and to which that security screen and flyscreen is attached.

Flyscreens installed must comply with Asset Protection Zone (APZ) and/or Bushfire Attack Level (BAL) requirements as relevant to the specific Lot. Advice should be sought from a suitable bushfire consultant.

Security roller shutter devices or similar devices are not permitted to be installed over windows or doors.

## 11. Internal Blinds and Privacy Screens

The colour of internal blinds and privacy screens (i.e. Venetian timber blinds, etc) attached to any window or door of the dwelling that is visible from the Community Property must be white/off-white or match the colour of the window or door installed by the Developer and to which that blind or privacy screen is attached. Vertical blinds shall not be installed to windows and/or doors visible from the Community Property.

## 12. Landscape Areas

### 12.1. Private Gardens, Planters and Landscaped Areas

The Owner or Occupier of each Lot must maintain any garden, planter and landscaped area within their Lot. If the garden, landscaped area or planter of any Lot is visible from the Community Property, the Owner or Occupier must maintain the garden, landscaped area or planter to the nature, standard and quality of garden, planting species and density installed within that Lot by the Developer and to the reasonable satisfaction of the Community Association.

Any replacement planting within a Lot and which is visible from Community Property must

a) be consistent with the landscaping design and quality, planting species and density as that supplied and installed by the Developer in the Community Parcel; and
b) not damage any private planter or other landscape retaining structures within the Lot or adjacent to the Lot,
c) not damage or otherwise interfere with the Community Property planters and the landscaping of the Community Property.

### 12.2. Community Property Planters and Landscaping of the Community Property

The Community Property planters and the landscaping of the Community Property must be maintained by the Community Association.

Owners and Occupiers of a dwelling must not, and must ensure that any visitor to the dwelling does not:

a) water the Community Property planters and the landscaping of the Community Property;



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b) remove, replace or modify the Community Property planters and the landscaping of the Community Property; or
c) damage or otherwise interfere with the Community Property planters and the landscaping of the Community Property.

## 13. Streetscape

The Owner or Occupier of each Lot must maintain the dwelling and external areas within that Lot facing the streetscape or visible from the Community Property in clean and tidy condition.

The placement of furniture, plant pots, lights or other decorative items within the external area of a Lot visible from the Community Property is permitted as long as those items:

a) do not impact traffic and traffic view lines;

b) do not adversely impact in any way a neighbouring Lot or dwelling, or Owner or Occupier of a neighbouring Lot (i.e. noise, light spill, etc);
c) do not damage or otherwise interfere with the dwelling, any other structures, hardscape and landscaping area and planters within that Lot or on Community Property as installed by the Developer;
d) are consistent with the colour and design scheme of the dwelling and landscaping within that Lot; and
e) are, where appropriate, fixed to the façade of the dwelling such as house number, name signage, mirrors or art.

The placement of any external lights within a Lot must be compliant with the approved Development Consent and the site-specific Flora and Fauna regulations outlined in the Development Consent.

## 14. Bushfire Requirements and Asset Protection Zone

The Owner or Occupier of each Lot located within the Asset Protection Zone as shown on the Community Plan and described in the associated Registered Section 88B Instrument must comply with the Bushfire Requirements as stated in the Development Consent and this Management Statement.

The Asset Protection Zones are to be maintained in accordance with the NSW Rural Fire Service's document 'Standards for Asset Protection Zones' and Appendix 4 of Planning for Bush Fire Protection 2019 and include but are not limited to:

a) minimal fine fuel at ground level;
b) grass mowed or grazed;
c) trees and shrubs retained as clumps or islands and do not take up more than 20% of the area of the Lot;
d) trees and shrubs located far enough from buildings so that they will not ignite the building;
e) garden beds with flammable shrubs are not located under trees or within 10 metres of any windows or doors;
f) minimal plant species that keep dead material or drop large quantities of ground fuel;
g) tree canopy cover not more than 15%;
h) tree canopies not located within 2 metres of the building;
i) trees separated by 2-5 metres and do not provide a continuous canopy from the hazard to the building;
j) lower limbs of trees removed up to a height of 2 metres above the ground; and



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k) roof, roof gutters and any horizontal covers to be kept clear of dead vegetation at any given time.

## 15. Surrounding Ecological Community

The Community Parcel and its surrounds include threatened ecological communities including Blue Gum High Forest and the Sydney Turpentine Ironbark Forest. Without limiting any other provision of this Management Statement, in order to help protect them Owners and Occupiers and the Community Association and Precinct Association (where the context permits) must:

a) only plant vegetation consistent with that planted by the Developer
b) use fauna sensitive lighting in areas facing the forest or mature vegetation
c) keep pets within their Lot.

## 16. Retaining walls

All retaining walls within the Precinct Parcel must be Maintained in accordance with these Architectural and Landscape Design Guidelines and the requirements of this Management Statement and as outlined in the maintenance manual provided by the Developer.

Owners, Occupiers and members must not carry out works to any retaining wall which substantially changes the appearance or structure of the retaining wall.

Any replacement of a retaining wall must be consistent with the material, colour, standard and quality of that installed by the Developer.

Any replacement retaining wall must:

a) not exceed the height of the retaining wall installed by the Developer;
b) be compliant with the fauna friendly design requirements as stated in the Development Consent; and
c) be compliant with Asset Protection Zone (APZ) and/or Bushfire Attack Level (BAL) requirements as relevant to the specific Lot.

Prior to an Owner, Occupier or member undertaking any significant repairs or the replacement of a retaining wall, the Owner, Occupier or member must obtain a report from an appropriately qualified structural and geotechnical engineer.

Nothing in these Architectural and Landscape Design Guidelines limits the obligations of an Owner, Occupier or member under an Easement in respect of a retaining wall.



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## Architectural and Landscape Design Guidelines – Highforest Apartments

## Applicable to Community Development Lot 6

### 1. Interpretation

Words and expressions not defined in these Architectural and Landscape Design Guidelines but which are defined in the Strata Management Statement or Strata By-laws applicable to the apartments Precinct Scheme have the meaning given to them in the Strata Management Statement or Strata By-laws (as applicable).

### 2. Preserving the theme

This Part controls and preserves the architectural and landscaping essence and theme of the apartments Precinct Scheme and each Lot within the apartments Precinct Scheme.

This guide should also be read in conjunction with the Design Guidelines as approved under Concept Plan DA 860-2022-JP including any approved modification to the Concept Plan (Development Consent).

### 3. Architectural Code

The Community Association and the Precinct Association must not amend, add to or cancel these Architectural and Landscape Design Guidelines without a special resolution as per By-Law 2.3 of this Management Statement.

### 4. Approving Building Works and Landscaping Works

Owners and Occupiers must obtain consent from:

a) the Owners Corporation in the case of works to a Strata Lot or the Common Property; and
b) the Building Management Committee in the case of works to a Precinct Lot that has not been subdivided by a Strata Plan,

under clause 43.4(a) of the Strata Management Statement before carrying out Building Works.

In addition to clause 43.4(b) of the Strata Management Statement, the Owners Corporation or Building Management Committee as the case may be, may refuse consent if the proposed Building Works do not comply with the Architectural and Landscape Design Guidelines and / or this Management Statement (as applicable).

These Architectural and Landscape Design Guidelines do not limit any other circumstances in which Owners, Occupiers and Members must obtain the consent of the Owners Corporation and/or the Building Management Committee to works (as applicable) under the Strata Management Statement and/or the Strata By-laws.

Owners and Occupiers must obtain consent from the Community Committee in the case of works to a Lot or the Common Property before carrying out Works that are not consistent with these Architectural and Landscape Design Guidelines.

### 5. Works on a Lot

#### 5.1. Compliance

When carrying out any works to a Lot, a Member, Owner or Occupier must comply with:



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a) this Management Statement and these Architectural and Landscape Design Guidelines;
b) any conditions imposed by the Building Management Committee under clause 43.4 and clause 45.2 of the Strata Management Statement;
c) all consents and approvals granted by the relevant Authority; and
d) all Laws.

### 5.2. Works

Owners and Occupiers of a Lot and members must not carry out any works to any external area or façade or structure within a Lot which substantially changes the external appearance, façade or structure of the Building, including any changes to or the erection of:

a) the colour of any surface;
b) the type or quality of the materials used;
c) the reflective nature of any surface;
d) the soundproofing qualities of any materials or surface;
e) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
f) the nature of any hard surface, paving or walkway;
g) the nature of any soft surface or grassed area;
h) the landscaping of any outside areas, including any build-in planter boxes, retaining walls and fencing;
i) the external lighting; or
j) satellite dishes, aerials or other communication devices (unless the satellite dish, aerial or communication device is installed in accordance with an easement)

unless the Owner, Occupier or Member has first obtained the consent of the Building Management Committee to undertake the works and otherwise complied with the provisions contained in these Architectural and Landscape Design Guidelines.

Owners, Occupiers and Members must, as far as is practicable, Maintain the appearance of an external area, façade and structures on or within a Lot substantially in accordance with the appearance:

a) as at the time the of the issue of an occupation certificate for that part of the Lot; or
b) previously approved by the Building Management Committee.

## 6. Approvals

### 6.1. Obligations

A Member, Owner or Occupier must obtain all necessary approvals from all Authorities before a Member, Owner or Occupier carries out any works, erects signs or does anything else in a Lot (including works approved or for which approval is required under the Architectural and Landscape Design Guidelines).

### 6.2. Approval Timing

A Member, Owner and Occupier may apply for approval from an Authority to carry out works only after the Member, Owner or Occupier has obtained any necessary approval from the Building Management Committee where required by the Strata Management Statement and the Community Association where required by this Management Statement.

## 7. Insurance



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A Member, Owner or Occupier must ensure that all tradespeople who undertake any works on a Lot are adequately insured and comply with all applicable Laws.

## 8. Building Standards

A Member, Owner or Occupier must ensure that all works undertaken to a Lot comply with Australian Standards, rules, regulations and other applicable Laws.

## 9. Fire Protection & Alarms

a) The location and number of smoke/fire detectors, EWIS speakers and/or exit and emergency lighting must comply with the Authorities' requirements, relevant Australian Standards and the insurers of the relevant Owner, Member and the Building Management Committee.
b) If the carrying out of works to a Lot by a Member, Owner or Occupier requires any alteration to be made or addition to the existing fire protection equipment, the cost of such alteration or addition will be borne by the relevant Member, Owner or Occupier.
c) A Member, Owner or Occupier is prohibited from carrying out work on the emergency or fire protection services which involves the isolation or disruption of the service without the approval of the Building Management Committee.
d) The Building Management Committee may, in its discretion, determine the period for a shutdown of services.
e) Any changes, modifications or additions to the base building fire protection systems shall be carried out by the base building qualified contractor.
f) On completion of the works described in clause 9(e), the fire protection systems must be tested and certified as complying with the relevant Australian Standards and Authority requirements.

## 10. Security Screens and Flyscreens

Security screens and flyscreens may be installed on windows or sliding doors within a Lot. The security screen or flyscreen must:

a) be compliant with the window or sliding door system and specifications as installed by the Developer within that Lot;
b) be compliant with Asset Protection Zone (APZ) and/or Bushfire Attack Level (BAL) requirements as relevant to the specific Lot. Advice should be sought from a suitable bushfire consultant;
c) the colour of the frame of any security screen and flyscreen attached to any window or door must match the colour of the window or sliding door installed by the Developer and to which that security screen or flyscreen is attached.

Security roller shutter devices or similar devices are not permitted to be installed over windows or doors.

## 11. Internal Blinds and Privacy Screens

The colour of internal blinds and privacy screens (i.e. Venetian timber blinds, etc) attached to any window or door of a dwelling that is visible from the Community Property must be white/off-white or match the colour of the window or door installed by the Developer and to which that blind or privacy screen is attached. Vertical blinds shall not be installed to windows and/or doors visible from the Community Property.

## 12. Private Planters and Landscaped Areas



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The planters and landscaping located on a balcony or terrace within a Lot must be maintained by a Member, Owner or Occupier of that Lot.

The Member, Owner or Occupier must:

a) maintain the planter and landscaped area and any irrigation system associated with the private planter or landscaping located within their Lot;
b) ensure that landscaping of the private planter or landscaped area is consistent with the nature, standard and quality of the landscaping, planting species and density installed within that Lot by the Developer;
c) when watering the plants or soil make sure that water does not go onto Common Property or another Lot.

Any replacement planting or landscaping of a private planter or landscaped area in the Lot must:

a) be consistent with the landscaping design and quality, planting species and density as that supplied and installed by the Developer in that Lot;
b) not damage or otherwise interfere with the private planter, landscaping or any other adjacent structures within the Lot or adjacent to the Lot;
c) not damage or otherwise interfere with the Community Property planters and the landscaping of the Community Property.

## 13. Streetscape

The Owner or Occupier of each Lot must maintain the Lot and external areas within that Lot facing the streetscape or visible from the Community Property in clean and tidy condition.

The placement of furniture, plant pots, lights or other decorative items within the external area of a Lot visible from the Community Property is permitted as long as those items:

a) do not impact traffic and traffic view lines;

b) do not adversely impact in any way a neighbouring Lot or dwelling, or Owner or Occupier of a neighbouring Lot (i.e. noise, light spill, etc);
c) do not damage or otherwise interfere with a dwelling, any other structures, hardscape and landscaping area and planters within that Lot or on Community Property as installed by the Developer;
d) are consistent with the colour and design scheme of the dwelling and landscaping within that Lot.

The placement of any external lights within a Lot must be compliant with the approved Development Consent and the site-specific Flora and Fauna regulations outlined in the Development Consent.

## 14. Bushfire Requirements and Asset Protection Zone

Members, Owners and Occupiers of each Lot located within the Asset Protection Zone as shown on the Community Plan and described in the associated Registered Section 88B Instrument must comply with the Bushfire Requirements as stated in the Development Consent and this Management Statement.

The Asset Protection Zones are to be maintained in accordance with the NSW Rural Fire Service's document 'Standards for Asset Protection Zones' and Appendix 4 of Planning for Bush Fire Protection 2019 and include but are not limited to:

a) minimal fine fuel at ground level;



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b) grass mowed or grazed;
c) trees and shrubs retained as clumps or islands and do not take up more than 20% of the area of the Lot;
d) trees and shrubs located far enough from buildings so that they will not ignite the building;
e) garden beds with flammable shrubs are not located under trees or within 10 metres of any windows or doors;
f) minimal plant species that keep dead material or drop large quantities of ground fuel;
g) tree canopy cover not more than 15%;
h) tree canopies not located within 2 metres of the building;
i) trees separated by 2-5 metres and do not provide a continuous canopy from the hazard to the building; and,
j) lower limbs of trees removed up to a height of 2 metres above the ground,
k) roof, roof gutters and any horizontal covers to be kept clear of dead vegetation at any given time.

**15. Surrounding Ecological Community**

The Community Parcel and its surrounds included threatened ecological communities including Blue Gum High Forest and the Sydney Turpentine Ironbark Forest. Without limiting any other provision of this Management Statement, in order to help protect them, Members, Owners and Occupiers, the Building Management Committee and the Precinct Association (where the context permits) must:

a) only plant vegetation consistent with that planted by the Developer
b) use fauna sensitive lighting in areas facing the forest or mature vegetation
c) keep pets within their Lot.

## 16. Retaining walls

All retaining walls within the Precinct Parcel must be Maintained in accordance with these Architectural and Landscape Design Guidelines and the requirements of this Management Statement and as outlined in the maintenance manual provided by the Developer.

The Precinct Association must not permit the carrying out of works to any retaining wall which substantially changes the appearance or structure of the retaining wall.

Any replacement of a retaining wall must be consistent with the material, colour, standard and quality of that installed by the Developer.

Any replacement retaining wall must:

a) not exceed the height of the retaining wall installed by the Developer;
b) be compliant with the fauna friendly design requirements as stated in the Development Consent; and
c) be compliant with Asset Protection Zone (APZ) and/or Bushfire Attack Level (BAL) requirements as relevant to the specific Lot;

Prior to the Precinct Association undertaking any significant repairs or the replacement of a retaining wall, the Precinct Association must obtain a report from an appropriately qualified structural and geotechnical engineer.

Nothing in these Architectural and Landscape Design Guidelines limit the obligations of the Precinct Association, an Owner, Occupier or member under an Easement in respect of a retaining wall.

TERMS OF INSTRUMENT NOT CHECKED IN NSW LAND REGISTRY SERVICES



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# DP271416



## Services Works Plan



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# SERVICE WORKS - STATUTORY EASEMENT DIAGRAM

IN 3 SHEETS

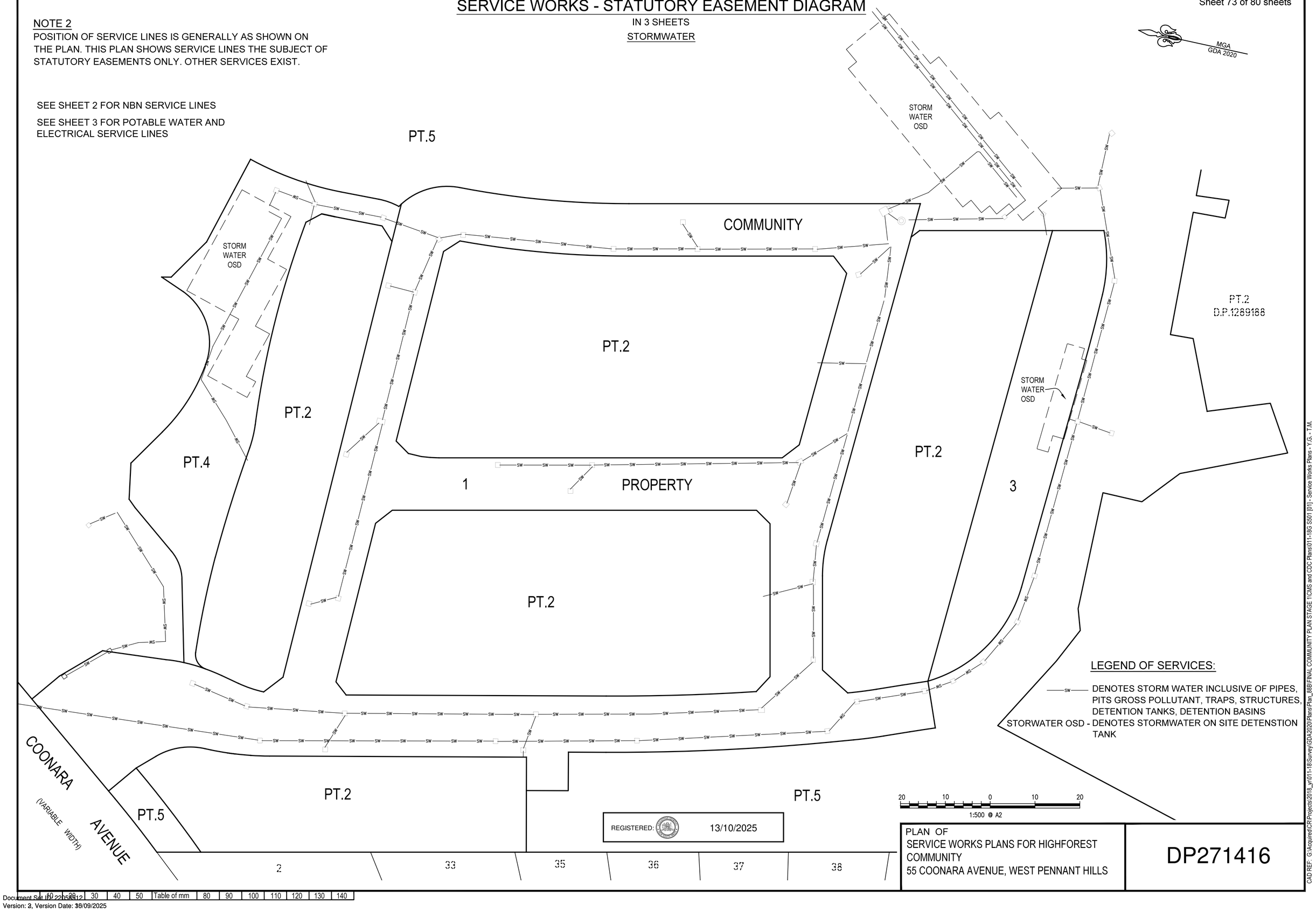
STORMWATER

NOTE 2

POSITION OF SERVICE LINES IS GENERALLY AS SHOWN ON THE PLAN. THIS PLAN SHOWS SERVICE LINES THE SUBJECT OF STATUTORY EASEMENTS ONLY. OTHER SERVICES EXIST.

SEE SHEET 2 FOR NBN SERVICE LINES

SEE SHEET 3 FOR POTABLE WATER AND ELECTRICAL SERVICE LINES




LEGEND OF SERVICES:

SW —— DENOTES STORM WATER INCLUSIVE OF PIPES, PITS GROSS POLLUTANT, TRAPS, STRUCTURES, DETENTION TANKS, DETENTION BASINS

STORWATER OSD - DENOTES STORMWATER ON SITE DETENSTION TANK

REGISTERED: 13/10/2025

PLAN OF
SERVICE WORKS PLANS FOR HIGHFOREST COMMUNITY
55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

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# SERVICE WORKS - STATUTORY EASEMENT DIAGRAM

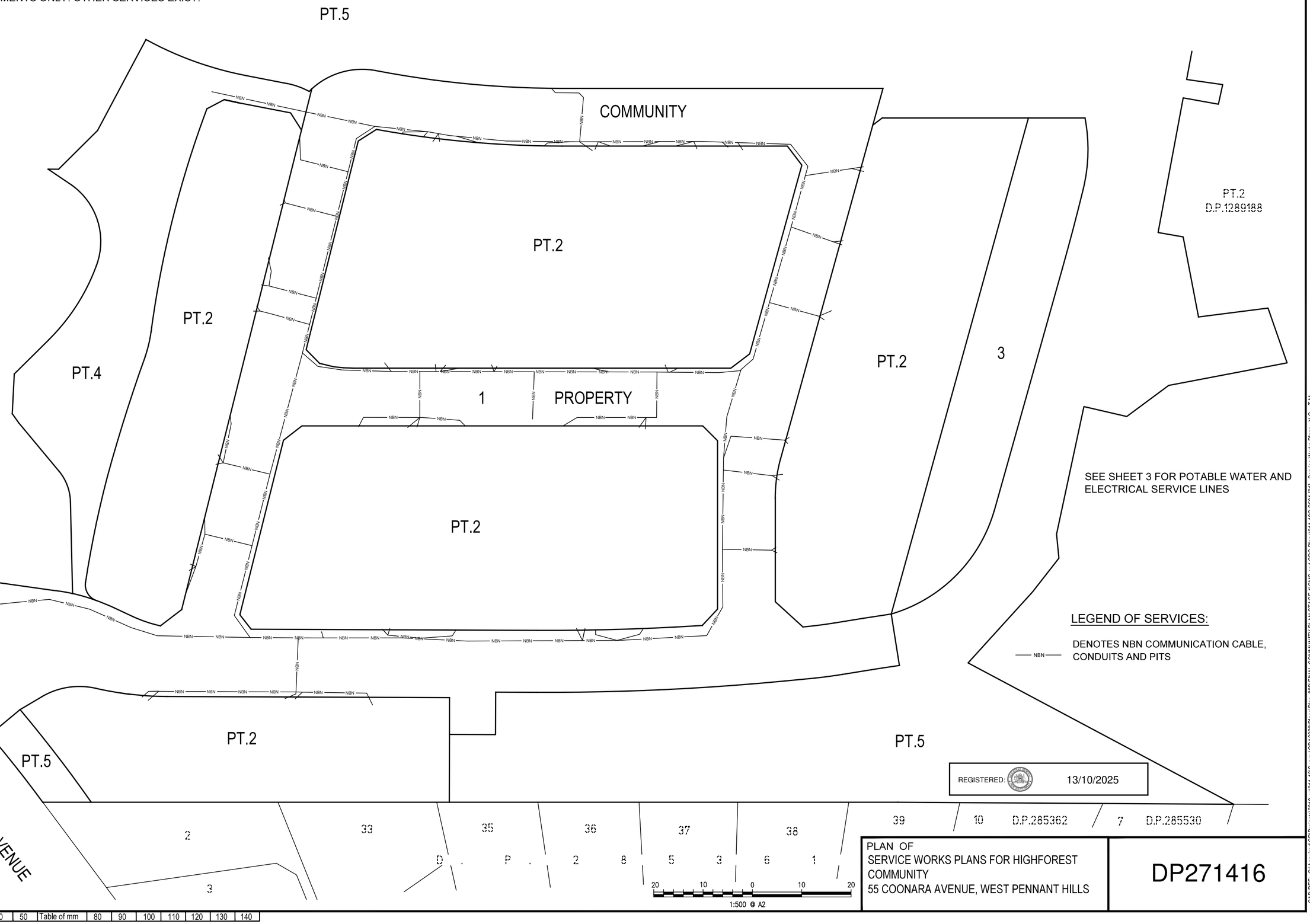
IN 3 SHEETS

NBN SERVICE

NOTE 2

POSITION OF SERVICE LINES IS GENERALLY AS SHOWN ON THE PLAN. THIS PLAN SHOWS SERVICE LINES THE SUBJECT OF STATUTORY EASEMENTS ONLY. OTHER SERVICES EXIST.

MGA GDA 2020




SEE SHEET 3 FOR POTABLE WATER AND ELECTRICAL SERVICE LINES

LEGEND OF SERVICES:

NBN — DENOTES NBN COMMUNICATION CABLE, CONDUITS AND PITS

REGISTERED: 13/10/2025

PLAN OF
SERVICE WORKS PLANS FOR HIGHFOREST COMMUNITY
55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

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# SERVICE WORKS - STATUTORY EASEMENT DIAGRAM

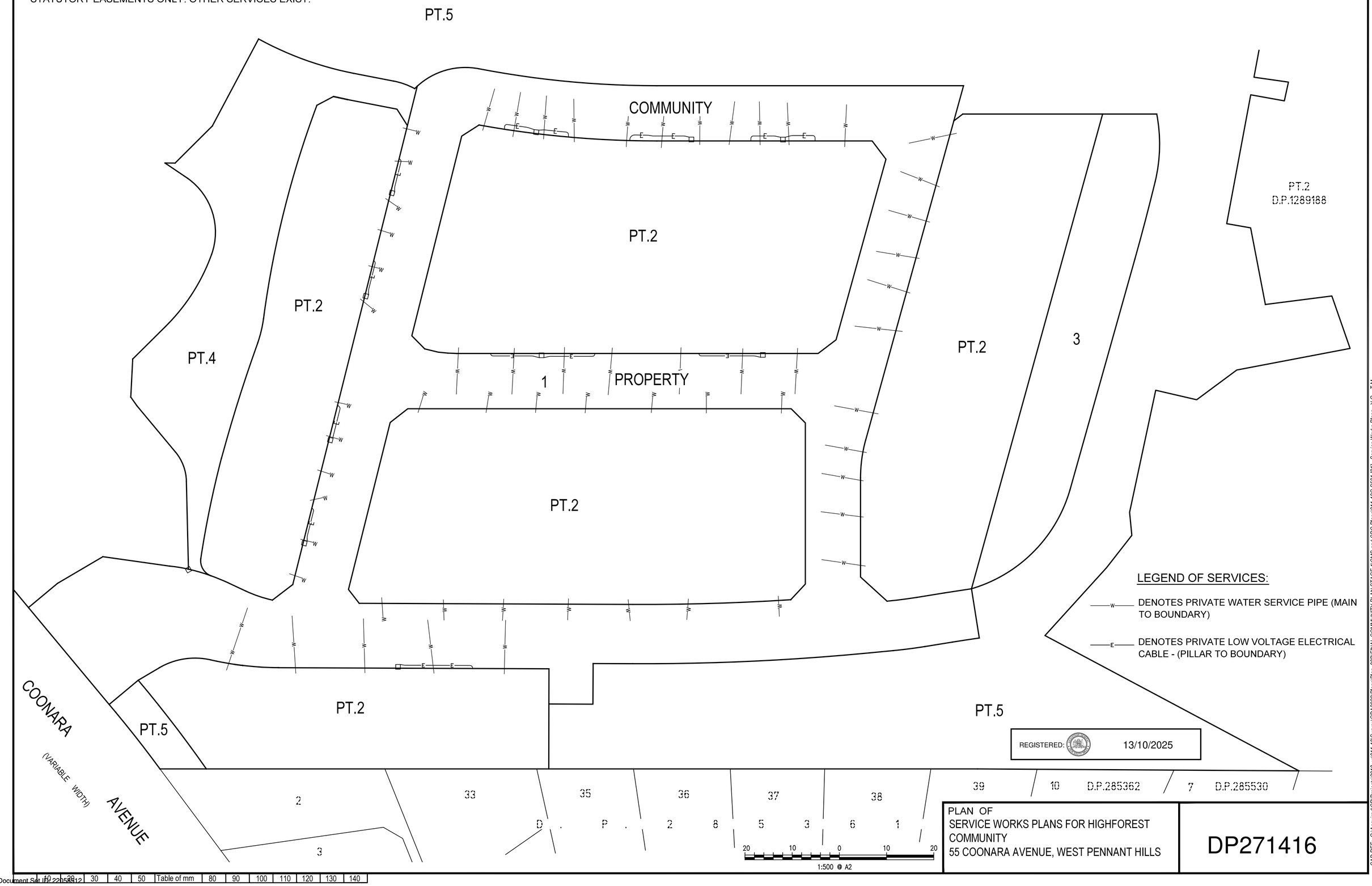
IN 3 SHEETS

POTABLE WATER AND ELECTRICAL SERVICE LINES

NOTE 2

POSITION OF SERVICE LINES IS GENERALLY AS SHOWN ON THE PLAN. THIS PLAN SHOWS SERVICE LINES THE SUBJECT OF STATUTORY EASEMENTS ONLY. OTHER SERVICES EXIST.

MGA GDA 2020




LEGEND OF SERVICES:

—W— DENOTES PRIVATE WATER SERVICE PIPE (MAIN TO BOUNDARY)

—E— DENOTES PRIVATE LOW VOLTAGE ELECTRICAL CABLE - (PILLAR TO BOUNDARY)

REGISTERED: 13/10/2025

PLAN OF
SERVICE WORKS PLANS FOR HIGHFOREST COMMUNITY
55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

C&D REF: G:\Acquired\CR\Projects\2018_a\r011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CNS and CDC Plans\011-18G SS01 [01] - Service Works Plans - Y.G. - T.M.

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# DP271416



## Plan of Access Ways



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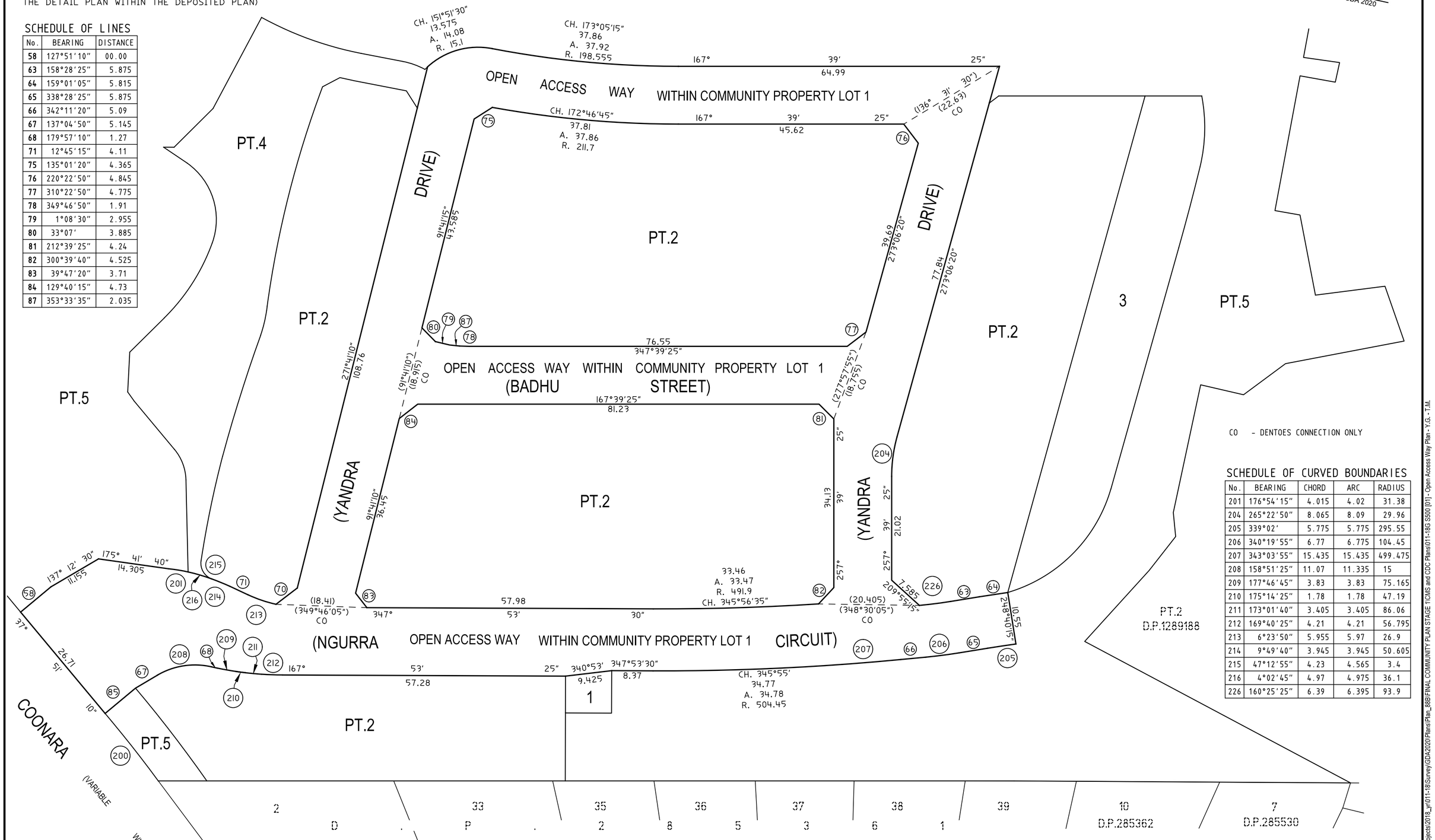
# PLAN OF OPEN ACCESS WAY

THIS PLAN ILLUSTRATES THE OPEN ACCESS WAY WHICH IS COMMUNITY PROPERTY AND NOT A PUBLIC ROAD WITHIN THE MEANING OF THE ROADS ACT 1993.

(FOR SURVEY REFERENCE MARKS DEFINING THE OPEN ACCESS WAY REFER TO THE DETAIL PLAN WITHIN THE DEPOSITED PLAN)

SCHEDULE OF LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 58 | 127°51'10" | 00.00 |
| 63 | 158°28'25" | 5.875 |
| 64 | 159°01'05" | 5.815 |
| 65 | 338°28'25" | 5.875 |
| 66 | 342°11'20" | 5.09 |
| 67 | 137°04'50" | 5.145 |
| 68 | 179°57'10" | 1.27 |
| 71 | 12°45'15" | 4.11 |
| 75 | 135°01'20" | 4.365 |
| 76 | 220°22'50" | 4.845 |
| 77 | 310°22'50" | 4.775 |
| 78 | 349°46'50" | 1.91 |
| 79 | 1°08'30" | 2.955 |
| 80 | 33°07' | 3.885 |
| 81 | 212°39'25" | 4.24 |
| 82 | 300°39'40" | 4.525 |
| 83 | 39°47'20" | 3.71 |
| 84 | 129°40'15" | 4.73 |
| 87 | 353°33'35" | 2.035 |




SCHEDULE OF CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 201 | 176°54'15" | 4.015 | 4.02 | 31.38 |
| 204 | 265°22'50" | 8.065 | 8.09 | 29.96 |
| 205 | 339°02' | 5.775 | 5.775 | 295.55 |
| 206 | 340°19'55" | 6.77 | 6.775 | 104.45 |
| 207 | 343°03'55" | 15.435 | 15.435 | 499.475 |
| 208 | 158°51'25" | 11.07 | 11.335 | 15 |
| 209 | 177°46'45" | 3.83 | 3.83 | 75.165 |
| 210 | 175°14'25" | 1.78 | 1.78 | 47.19 |
| 211 | 173°01'40" | 3.405 | 3.405 | 86.06 |
| 212 | 169°40'25" | 4.21 | 4.21 | 56.795 |
| 213 | 6°23'50" | 5.955 | 5.97 | 26.9 |
| 214 | 9°49'40" | 3.945 | 3.945 | 50.605 |
| 215 | 47°12'55" | 4.23 | 4.565 | 3.4 |
| 216 | 4°02'45" | 4.97 | 4.975 | 36.1 |
| 226 | 160°25'25" | 6.39 | 6.395 | 93.9 |

PLAN OF
OPEN ACCESS WAY FOR HIGHFOREST COMMUNITY
55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S500 [01] - Open Access Way Plan - Y.G. - T.M.

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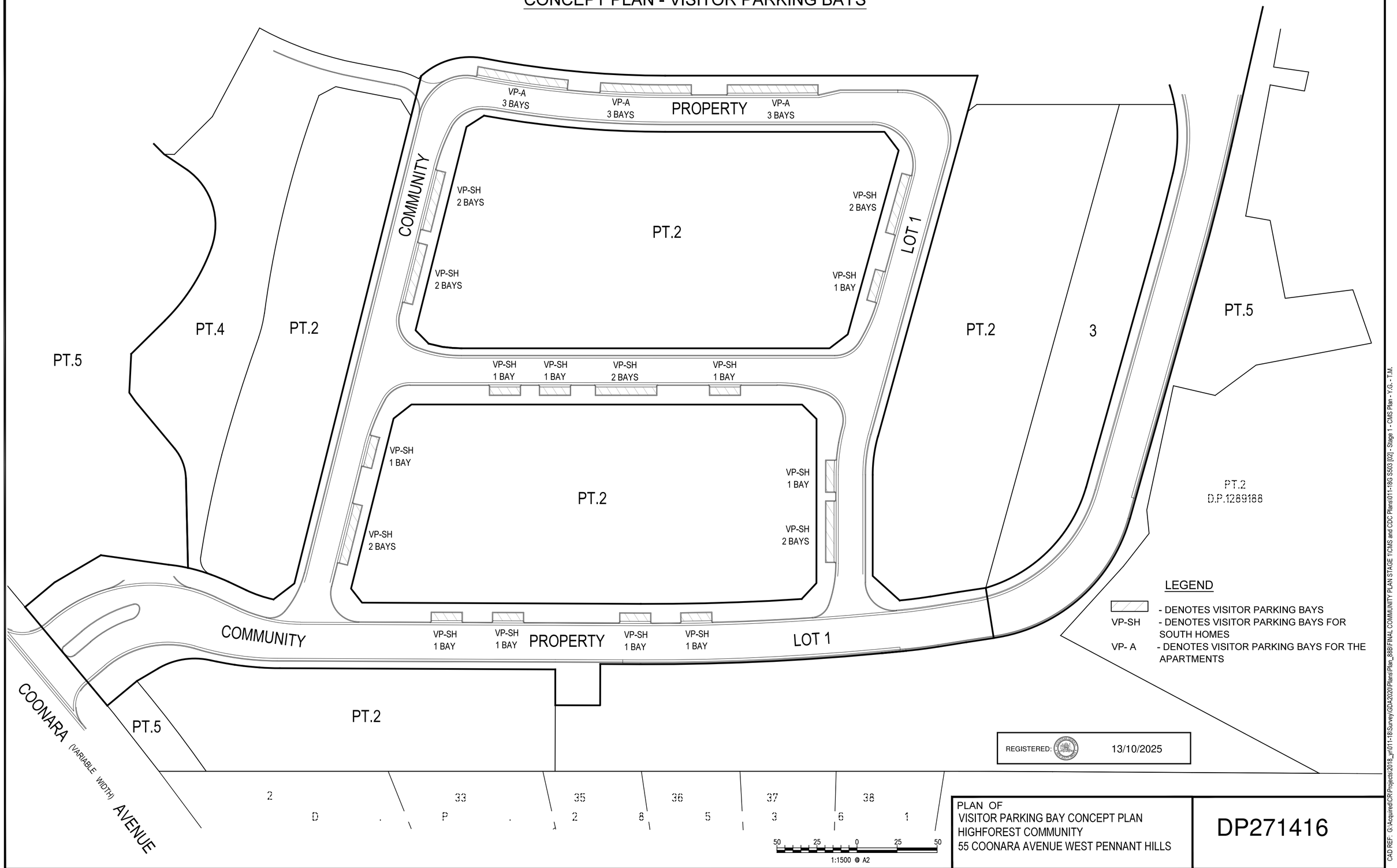
# COMMUNITY MANAGEMENT STATEMENT CONCEPT PLANS FOR HIGHFOREST COMMUNITY SCHEME 55 COONARA AVENUE WEST PENNAT HILLS

## CONCEPT PLAN - VISITOR PARKING BAYS




LEGEND

- DENOTES VISITOR PARKING BAYS
VP-SH - DENOTES VISITOR PARKING BAYS FOR SOUTH HOMES
VP- A - DENOTES VISITOR PARKING BAYS FOR THE APARTMENTS

REGISTERED: 13/10/2025

PLAN OF
VISITOR PARKING BAY CONCEPT PLAN
HIGHFOREST COMMUNITY
55 COONARA AVENUE WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S503 [02] - Stage 1 - CMS Plan - Y.G. - T.M.

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# Signing page

**Registered Proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Projects (Retail and Commercial) Pty Limited

Authority: Power of Attorney – Book 4836 No. 835

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

**Mortgagee Consent**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Highforest Pty Ltd ACN 682 614 375

Authority: Power of Attorney – Book 4833 No. 896

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |



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# DP271416



**Consents and Approvals**

**Certificate of approval**

The Hills Shire Council certifies that:

(a) it has approved the development described in Development Application No 859/2022/JP ; and

(b) the terms and conditions of this Management Statement are consistent with that development as approved.

Dated this 15th day of September 2025

**Signed** on behalf of The Hills Shire Council



Signature

Electronically signed by me, David Munday affixed by me on 15/09/25

David Munday
Manager Subdivision and Development Certification

Name (print)

REGISTERED: 13/10/2025



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**Definitions**

In this Contract capitalised terms have the meaning set out in the Dictionary in Schedule 6.

**Description of proposed development**

A community subdivision of land to create a Community Scheme comprising:

(a) residential dwelling houses and attached dwellings;

(b) residential apartment buildings;

(c) access ways;

(d) roads;

(e) Community Facilities; and

(f) Outdoor Community Facilities and Community Parks.

It is intended:

(a) to carry out the development in stages; and

(b) to convert some Community Development Lots into Community Property; and

(c) subdivide Community Development Lots by one or more Community Plans of Subdivision; and

(d) subdivide Community Development Lots by Precinct Plans to create 2 Precinct Schemes.

This development contract identifies works that may be completed by the developer after registration of the *community~~/precinct/neighbourhood~~ plan. This development contract may contain:

- **warranted development**, which the developer may be compelled to carry out, and/or
- **authorised proposals**, which the developer is permitted to carry out but cannot be compelled to carry out.

**Land to be developed**

| | |
|---|---|
| This development contract identifies works that are proposed to be developed on the following parcels - | 1. This Contract relates to an unregistered community plan of subdivision. The unregistered community plan of subdivision relates to land comprising:<br>a) proposed Lot 1 in an unregistered plan of subdivision of Lot 61 in Deposited Plan 737386); and<br>b) any other land to be added to the Community Scheme under this Contract,<br>being the land known as 55 Coonara Avenue, West Pennant Hills NSW ('the Land'). |

TERMS OF INSTRUMENT NOT CHECKED IN NSW LAND REGISTRY SERVICES

REGISTERED: 13/10/2025



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| | |
|---|---|
| | 2. Subject to the rights of the Developer under this Contract, the Land is to be:<br><br>a) a residential community scheme comprising residential dwelling houses, attached dwellings, residential apartments, accessways, roads and Community Facilities, Outdoor Community Facilities and Community Parks; and<br><br>b) subdivided under the Development Act.<br><br>3. A Concept Plan for the Community Scheme is set out in Schedule 1. |

**Conclusion of the development contract**

| | |
|---|---|
| This development contract will conclude on - | This contract concludes 10 years after the date of registration of this Contract. |

*** Land to be added to the scheme**

| | |
|---|---|
| This development contract allows additional land to be added to the scheme | Not applicable |
| This is a *warranted/authorised proposal | **1. Warranted Development**<br><br>There is no warranted development.<br><br>**2. Authorised Proposals**<br><br>(a) The Developer may in its sole discretion undertake the Authorised Proposals detailed in Schedule 3.<br><br>(b) The Developer may, in its sole discretion, at any time elect not to undertake all or any of the Authorised Proposals detailed in Schedule 3.<br><br>3. An Owner of a Lot within the Community Scheme must not make any objection or claim against the Developer if any or all of the Authorised Proposals are not undertaken. The Developer discloses that:<br><br>(a) the staging of the development contained in Schedule 3 is indicative only;<br><br>(b) the Developer is authorised to undertake the development in any number of stages (being more or less than those indicated in Schedule 3) and the |



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| | |
|---|---|
| | sequencing of each stage may vary from that shown in Schedule 3;<br><br>(c) the Lot numbers referred to in the Concept Plan and in the Schedules to this Contract may change during the course of the development as a result of the staging and sequencing of the development by the Developer, and the Developer may update the indicative Lot numbers from time to time;<br><br>(d) as a result of clauses 3 (a) to (c) above, the Lot numbers referred to in the Concept Plan and in the Schedules to this Contract are references to the indicative Lot numbers only as at the date of this Contract, as may be updated from time to time by the Developer; and<br><br>(e) if the Developer updates the Lot numbers referred to in the Concept Plan this Contract must be read as if the Lot numbers referred to in this Contract are references to the updated Lot numbers. |

*** Rights over association property**

| | |
|---|---|
| This development contract allows the developer to access and carry out work on association property | 1. Developer's Rights<br><br>(a) The Other Parties covenant that the Developer will be permitted to carry out and implement, in accordance with this Contract and any relevant Planning Approval:<br><br>(i) the Warranted Development;<br><br>(ii) the Authorised Proposals;<br><br>(iii) the Development Concerns; and<br><br>(iv) any other Development permitted to be carried out under this Contract.<br><br>2. From the commencement of the Community Scheme until Completion, the Developer has the following rights relating to the Community Parcel:<br><br>(a) rights of ingress, egress, movement and parking of vehicles to, from and on the Community Parcel in connection with the development permitted under this Contract;<br><br>(b) to access and use each Lot within the Community Scheme including any Community Property to carry out the Warranted Development, any Authorised Proposals, |



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any Development Concerns or any other development permitted to be carried out under this Contract;

(c) to store on the Community Property or on any Lot any materials, plant, machinery, equipment or vehicles required by the Developer in connection with the development permitted under this Contract;

(d) lock, secure or otherwise restrict or prevent access to, egress from or use of any part of the Community Property by Owners and Occupiers for any purpose in connection with the development permitted under this Contract; and

(e) to grant to any person a right of access to and/or a right to occupy and use the whole or any part or parts of the Community Property, either exclusively or non-exclusively, and to authorise such person to exercise some or all of the Developer's rights under this Contract.

3. In addition the rights set out in clause 2 above, the Developer has the right at any time to:

(a) develop and subdivide the Community Parcel in stages;

(b) convert a Community Development Lot to Community Property;

(c) add land to Community Property by transfer;

(d) create and/or grant easements, restrictions on the use of land and positive covenants within part of or the whole of Community Property or lots to be converted to Community Property;

(e) to release and/or release and regrant easements, restrictions on the use of land and positive covenants within part of or the whole of the Community Property or lots to be converted to Community Property;

(f) sever a Community Development Lot from the Community Parcel;

(g) unrestricted access by all means to and over the Community Property;

(h) carry out Development Activities;

(i) to temporarily interrupt Services to the Community Scheme or any Lot in connection with the development permitted under this Contract;



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| | |
|---|---|
| | (j) place in or attach to Community Property temporary structures, including temporary offices and sheds;<br>(k) install, alter and connect to Service Lines forming part of Community Property;<br>(l) place in or attach to Community Property marketing and advertising Signs;<br>(m) conduct Selling and Leasing Activities including the holding of public auctions, events and functions, in Community Property and Community Development Lots;<br>(n) build and use a display facility in the Community Property and Community Development Lots in connection with Selling and Leasing Activities; and<br>(o) hold events and functions in the Community Property. |
| **Development Concerns** (*s.55(1)(c) Community Land Development Act 2021)* | For the purposes of s.55 (1)(c) of the Development Act, the carrying out of any Development disclosed and permitted to be carried out by the Developer under this Contract, including but not limited to the Warranted Development, Authorised Proposals, the Development Activities and the works, matters and details set out in Schedule 4 and Schedule 5, is a Development Concern. |

This Development Contract is binding on the:

- developer,
- association,
- lot owners, and
- registered mortgagees, chargees and lessees of the lot owners as set out in section 49 of the *Community Land Development Act 2021.*

**Warranted Development – proposed development subject to a warranty**

There is no warranted development.



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**Authorised Proposals – proposed development not subject to a warranty**

**(a) Description of development**

See Schedule 3 and the Concept Plan attached at Schedule 1.

**(b) Association property amenities**

Subject to the Developer's rights under this Contract:

(a) the Community Facilities, Outdoor Community Facilities and Community Parks of the Community Scheme to be provided by the Developer (or which are authorised to be provided) are described in Schedule 3 and in the Concept Plan attached at Schedule 1; and

(b) the description of buildings, services, facilities or infrastructure to be (or which are authorised to be) built, installed or provided on Community Property are set out in Schedule 3 and in the Concept Plan attached at Schedule 1.

**(c) Working hours**

See Schedule 4.

**(d) Access and construction zones and related rights over association property**

The access, construction zones, working hours and related rights with respect to each stage of the development are set out in Schedule 4.

**(e) Contribution to association property expenses**

The Developer is not required to contribute to Community Property expenses in respect of the Community Development Lots. The Developer must contribute to Community Property expenses only in respect of Community Development Lots in each stage which are developed and retained in the ownership of the Developer and only in accordance with the schedule of unit entitlements.

**(f) Easements or covenants proposed to be created burdening or benefiting association property**

(a) Subject to the Developer's rights under this Contract, the details of:

(i) easements proposed to be created benefiting or burdening Community Property and/or Community Development Lots;

(ii) restrictions on the use of land or positive covenants proposed to be created benefiting or burdening Community Property;

(iii) easements proposed to be released which burden Community Property and/or Community Development Lots; and



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(iv) restrictions on the use of land or positive covenants proposed to be released which burden Community Property and/or Community Development Lots,

are included in Schedule 5.

(b) The Developer discloses that the easements, restrictions on the use of land and positive covenants proposed to be created to benefit or burden Community Property will be created (and may be released) progressively as the development is carried out and may be created either:

(i) on Community Development Lots before they are converted to Community Property; or

(ii) within Community Property at any time during the operation of this Contract.

**(g) Land proposed to be added to the scheme**

There is no land proposed to be added to the Community Scheme.



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**Concept Plan**

See Concept Plan attached at Schedule 1.



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**Certificate of Planning Authority**

The Planning Authority (*insert name*) .....

certifies that:

i) planning approval has been granted to the development proposed by the instruments, plans and drawings that comprise the development contract, and

ii) the instruments, plans and drawings are not inconsistent with that development as approved.

Date: .....

* See Sheet 113 of 113 sheets for Councils endorsement.

Certificate Reference: .....

Signed by .....

*Authorised Person/*General Manager

Signature: .....

This is the certificate referred to in Section 47(4) Community Land Development Act 2021

* Strike through inapplicable parts

---

**Undertaking by developer**

I, .....being the developer,

undertake:

- to not cause unreasonable inconvenience to owners of lots in the scheme, and
- to repair without delay any damage caused to association property or common property by development activities

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# Schedule 1 – Concept Plan



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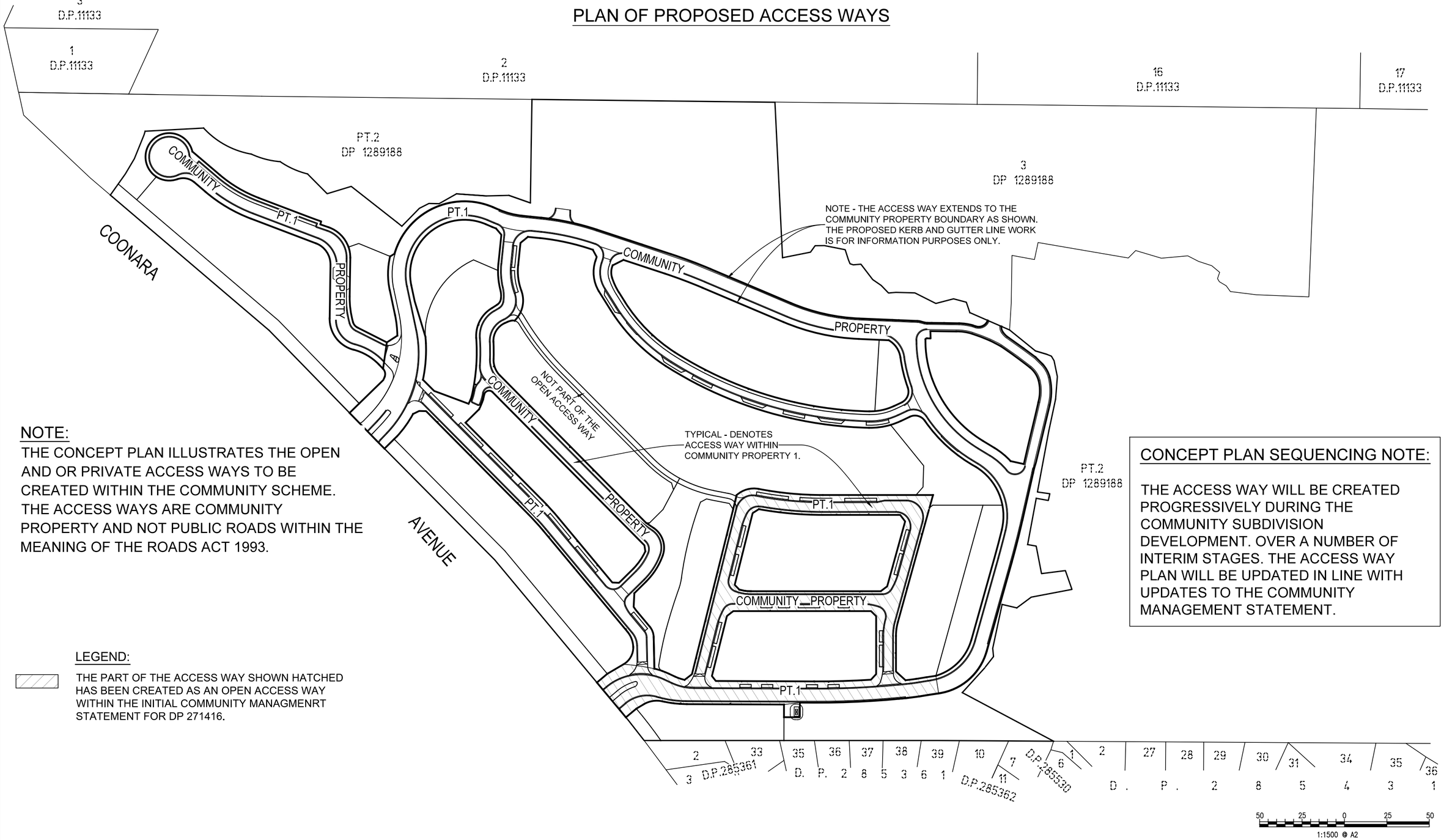
MGA GDA 2020
13/10/2025

DP271416

# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLAN OF ACCESS WAYS TO BE CREATED WITHIN THE HIGH FOREST COMMUNITY SCHEME 55 COONARA AVENUE WEST PENNANT HILLS.

## PLAN OF PROPOSED ACCESS WAYS




## NOTE:

THE CONCEPT PLAN ILLUSTRATES THE OPEN AND OR PRIVATE ACCESS WAYS TO BE CREATED WITHIN THE COMMUNITY SCHEME. THE ACCESS WAYS ARE COMMUNITY PROPERTY AND NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.

## LEGEND:

THE PART OF THE ACCESS WAY SHOWN HATCHED HAS BEEN CREATED AS AN OPEN ACCESS WAY WITHIN THE INITIAL COMMUNITY MANAGMENRT STATEMENT FOR DP 271416.

## CONCEPT PLAN SEQUENCING NOTE:

THE ACCESS WAY WILL BE CREATED PROGRESSIVELY DURING THE COMMUNITY SUBDIVISION DEVELOPMENT. OVER A NUMBER OF INTERIM STAGES. THE ACCESS WAY PLAN WILL BE UPDATED IN LINE WITH UPDATES TO THE COMMUNITY MANAGEMENT STATEMENT.

REGISTERED: 13/10/2025

PLAN OF
PROPOSED ACCESS WAYS FOR HIGHFOREST COMMUNITY - 55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_jn\011-18\Survey\GDA2020\Plans\Plan_088\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G SS02 [01]-01-CDC Plan - Y.G. - T.M.

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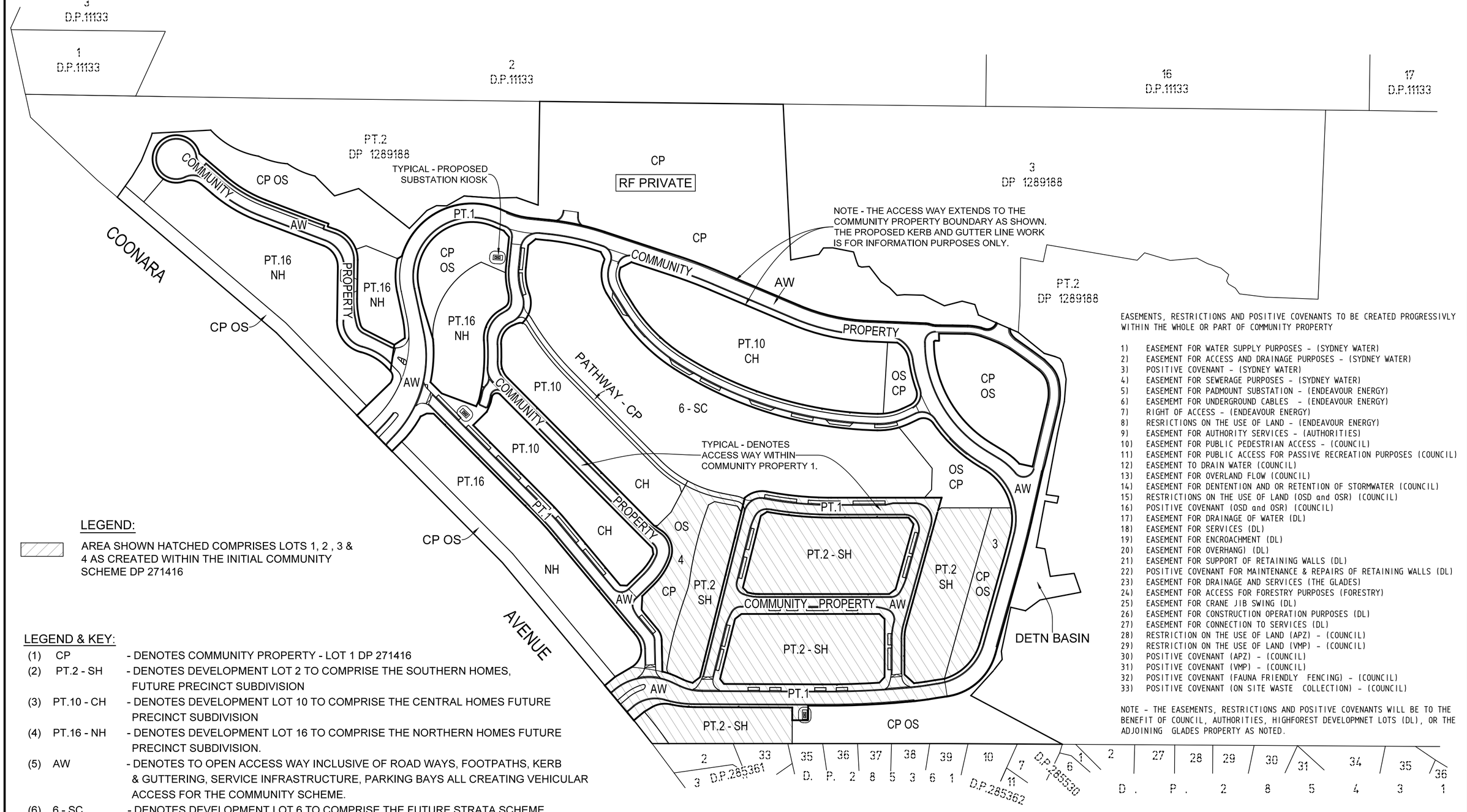
MGA GDA 2020
13/10/2025

# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLAN OF THE EXTENT OF COMMUNITY PROPERTY TO BE CREATED WITHIN THE HIGHFOREST COMMUNITY SCHEME 55 COONARA AVENUE WEST PENNANT HILLS.

DP271416




## LEGEND:

AREA SHOWN HATCHED COMPRISES LOTS 1, 2 , 3 & 4 AS CREATED WITHIN THE INITIAL COMMUNITY SCHEME DP 271416

## LEGEND & KEY:

| | | |
|---|---|---|
| (1) | CP | - DENOTES COMMUNITY PROPERTY - LOT 1 DP 271416 |
| (2) | PT.2 - SH | - DENOTES DEVELOPMENT LOT 2 TO COMPRISE THE SOUTHERN HOMES, FUTURE PRECINCT SUBDIVISION |
| (3) | PT.10 - CH | - DENOTES DEVELOPMENT LOT 10 TO COMPRISE THE CENTRAL HOMES FUTURE PRECINCT SUBDIVISION |
| (4) | PT.16 - NH | - DENOTES DEVELOPMENT LOT 16 TO COMPRISE THE NORTHERN HOMES FUTURE PRECINCT SUBDIVISION. |
| (5) | AW | - DENOTES TO OPEN ACCESS WAY INCLUSIVE OF ROAD WAYS, FOOTPATHS, KERB & GUTTERING, SERVICE INFRASTRUCTURE, PARKING BAYS ALL CREATING VEHICULAR ACCESS FOR THE COMMUNITY SCHEME. |
| (6) | 6 - SC | - DENOTES DEVELOPMENT LOT 6 TO COMPRISE THE FUTURE STRATA SCHEME |
| (7) | SS | - DENOTES PROPOSED ELECTRICAL SUBSTATION KIOSKS |
| (8) | DETN BASIN | - DENOTES STORMWATER DETENTION BASIN |
| (9) | OS | - DENOTES OPEN SPACE WITHIN COMMUNITY PROPERTY |
| (10) | RF PRIVATE | - AREA OF COMMUNITY PROPERTY WHICH MAY CONTAIN RECREATION AREAS / RECREATION FACILITIES (INDOOR) |

EASEMENTS, RESTRICTIONS AND POSITIVE COVENANTS TO BE CREATED PROGRESSIVLY WITHIN THE WHOLE OR PART OF COMMUNITY PROPERTY

1) EASEMENT FOR WATER SUPPLY PURPOSES - (SYDNEY WATER)
2) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES - (SYDNEY WATER)
3) POSITIVE COVENANT - (SYDNEY WATER)
4) EASEMENT FOR SEWERAGE PURPOSES - (SYDNEY WATER)
5) EASEMENT FOR PADMOUNT SUBSTATION - (ENDEAVOUR ENERGY)
6) EASEMEMT FOR UNDERGROUND CABLES - (ENDEAVOUR ENERGY)
7) RIGHT OF ACCESS - (ENDEAVOUR ENERGY)
8) RESRICTIONS ON THE USE OF LAND - (ENDEAVOUR ENERGY)
9) EASEMENT FOR AUTHORITY SERVICES - (AUTHORITIES)
10) EASEMENT FOR PUBLIC PEDESTRIAN ACCESS - (COUNCIL)
11) EASEMENT FOR PUBLIC ACCESS FOR PASSIVE RECREATION PURPOSES (COUNCIL)
12) EASEMENT TO DRAIN WATER (COUNCIL)
13) EASEMENT FOR OVERLAND FLOW (COUNCIL)
14) EASEMENT FOR DENTENTION AND OR RETENTION OF STORMWATER (COUNCIL)
15) RESTRICTIONS ON THE USE OF LAND (OSD and OSR) (COUNCIL)
16) POSITIVE COVENANT (OSD and OSR) (COUNCIL)
17) EASEMENT FOR DRAINAGE OF WATER (DL)
18) EASEMENT FOR SERVICES (DL)
19) EASEMENT FOR ENCROACHMENT (DL)
20) EASEMENT FOR OVERHANG) (DL)
21) EASEMENT FOR SUPPORT OF RETAINING WALLS (DL)
22) POSITIVE COVENANT FOR MAINTENANCE & REPAIRS OF RETAINING WALLS (DL)
23) EASEMENT FOR DRAINAGE AND SERVICES (THE GLADES)
24) EASEMENT FOR ACCESS FOR FORESTRY PURPOSES (FORESTRY)
25) EASEMENT FOR CRANE JIB SWING (DL)
26) EASEMENT FOR CONSTRUCTION OPERATION PURPOSES (DL)
27) EASEMENT FOR CONNECTION TO SERVICES (DL)
28) RESTRICTION ON THE USE OF LAND (APZ) - (COUNCIL)
29) RESTRICTION ON THE USE OF LAND (VMP) - (COUNCIL)
30) POSITIVE COVENANT (APZ) - (COUNCIL)
31) POSITIVE COVENANT (VMP) - (COUNCIL)
32) POSITIVE COVENANT (FAUNA FRIENDLY FENCING) - (COUNCIL)
33) POSITIVE COVENANT (ON SITE WASTE COLLECTION) - (COUNCIL)

NOTE - THE EASEMENTS, RESTRICTIONS AND POSITIVE COVENANTS WILL BE TO THE BENEFIT OF COUNCIL, AUTHORITIES, HIGHFOREST DEVELOPMNET LOTS (DL), OR THE ADJOINING GLADES PROPERTY AS NOTED.

50 25 0 25 50
1:1500 @ A2

REGISTERED: 13/10/2025

PLAN OF
PROPOSED COMMUNITY PROPERTY EXTENTS PLAN FOR HIGHFOREST COMMUNITY - 55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_jn\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CNS and CDC Plans\011-18G SS02 [01]-01-CDC Plan - Y.G. - T.M.

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Document Set ID: 22052811
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:13 of 113
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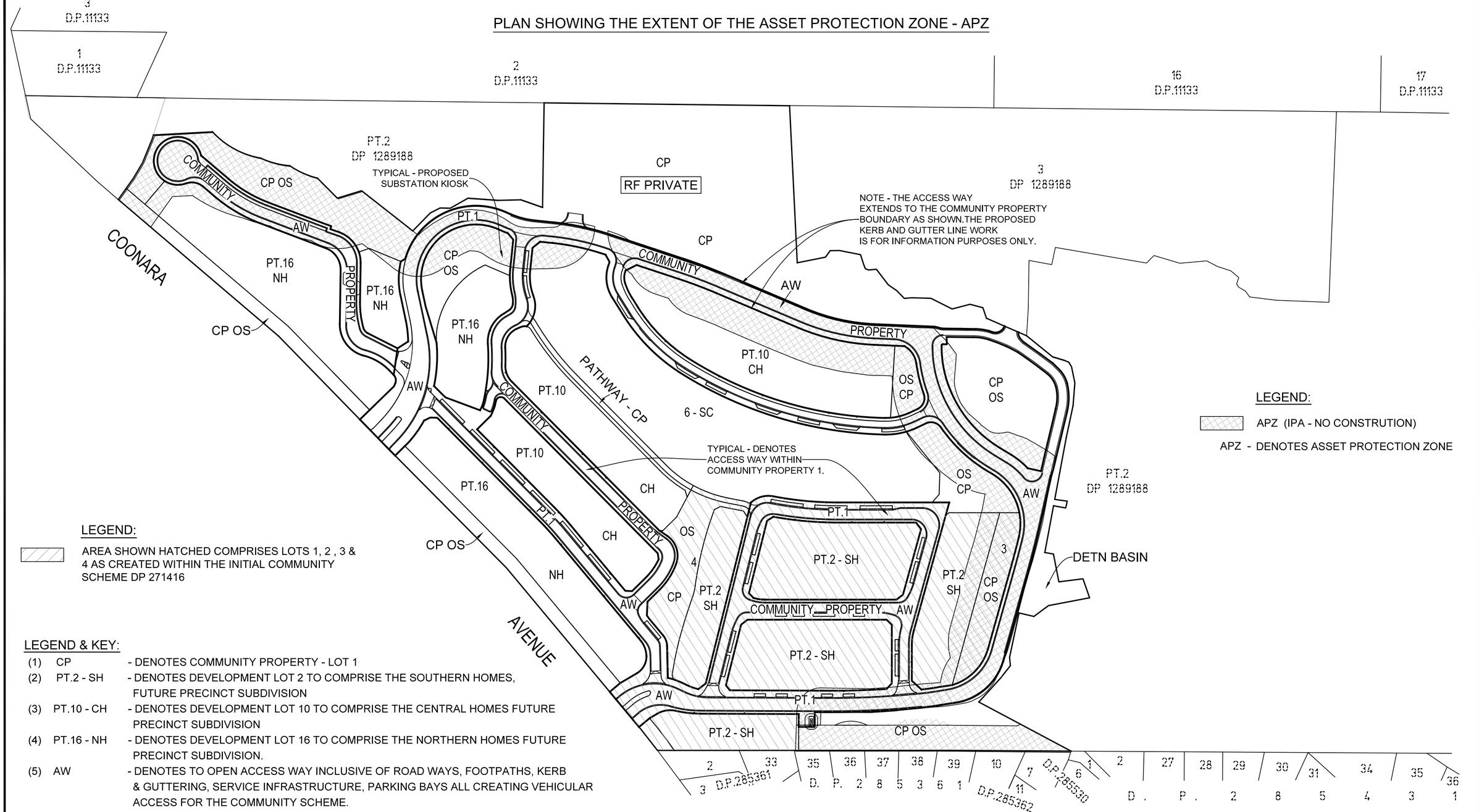
MGA GDA 2020
13/10/2025

# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLAN OF THE EXTENT OF COMMUNITY PROPERTY TO BE CREATED WITHIN THE HIGHFOREST COMMUNITY SCHEME 55 COONARA AVENUE WEST PENNANT HILLS.

DP271416

## PLAN SHOWING THE EXTENT OF THE ASSET PROTECTION ZONE - APZ




LEGEND:

APZ (IPA - NO CONSTRUTION)

APZ - DENOTES ASSET PROTECTION ZONE

LEGEND:

AREA SHOWN HATCHED COMPRISES LOTS 1, 2 , 3 & 4 AS CREATED WITHIN THE INITIAL COMMUNITY SCHEME DP 271416

LEGEND & KEY:

(1) CP - DENOTES COMMUNITY PROPERTY - LOT 1
(2) PT.2 - SH - DENOTES DEVELOPMENT LOT 2 TO COMPRISE THE SOUTHERN HOMES, FUTURE PRECINCT SUBDIVISION
(3) PT.10 - CH - DENOTES DEVELOPMENT LOT 10 TO COMPRISE THE CENTRAL HOMES FUTURE PRECINCT SUBDIVISION
(4) PT.16 - NH - DENOTES DEVELOPMENT LOT 16 TO COMPRISE THE NORTHERN HOMES FUTURE PRECINCT SUBDIVISION.
(5) AW - DENOTES TO OPEN ACCESS WAY INCLUSIVE OF ROAD WAYS, FOOTPATHS, KERB & GUTTERING, SERVICE INFRASTRUCTURE, PARKING BAYS ALL CREATING VEHICULAR ACCESS FOR THE COMMUNITY SCHEME.
(6) 6 - SC - DENOTES DEVELOPMENT LOT 6 TO COMPRISE THE FUTURE STRATA SCHEME
(7) - DENOTES PROPOSED ELECTRICAL SUBSTATION KIOSKS
(8) DETN BASIN - DENOTES STORMWATER DETENTION BASIN
(9) OS - DENOTES OPEN SPACE WITHIN COMMUNITY PROPERTY
(10) RF PRIVATE - AREA OF COMMUNITY PROPERTY WHICH MAY CONTAIN RECREATION AREAS / RECREATION FACILITIES (INDOOR)
(11) RF PUBLIC - AREA OF COMMUNITY PROPERTY WHICH MAY CONTAIN RECREATION AREAS / RECREATION FACILITIES (INDOOR)

REGISTERED: 13/10/2025

PLAN OF PROPOSED COMMUNITY PROPERTY EXTENTS PLAN FOR HIGHFOREST COMMUNITY WITH APZ - 55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S502 [01] -01-CDC Plan - Y.G. - T.M.

| 10 | 20 | 30 | 40 | 50 | Table of mm | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
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Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:14 of 113
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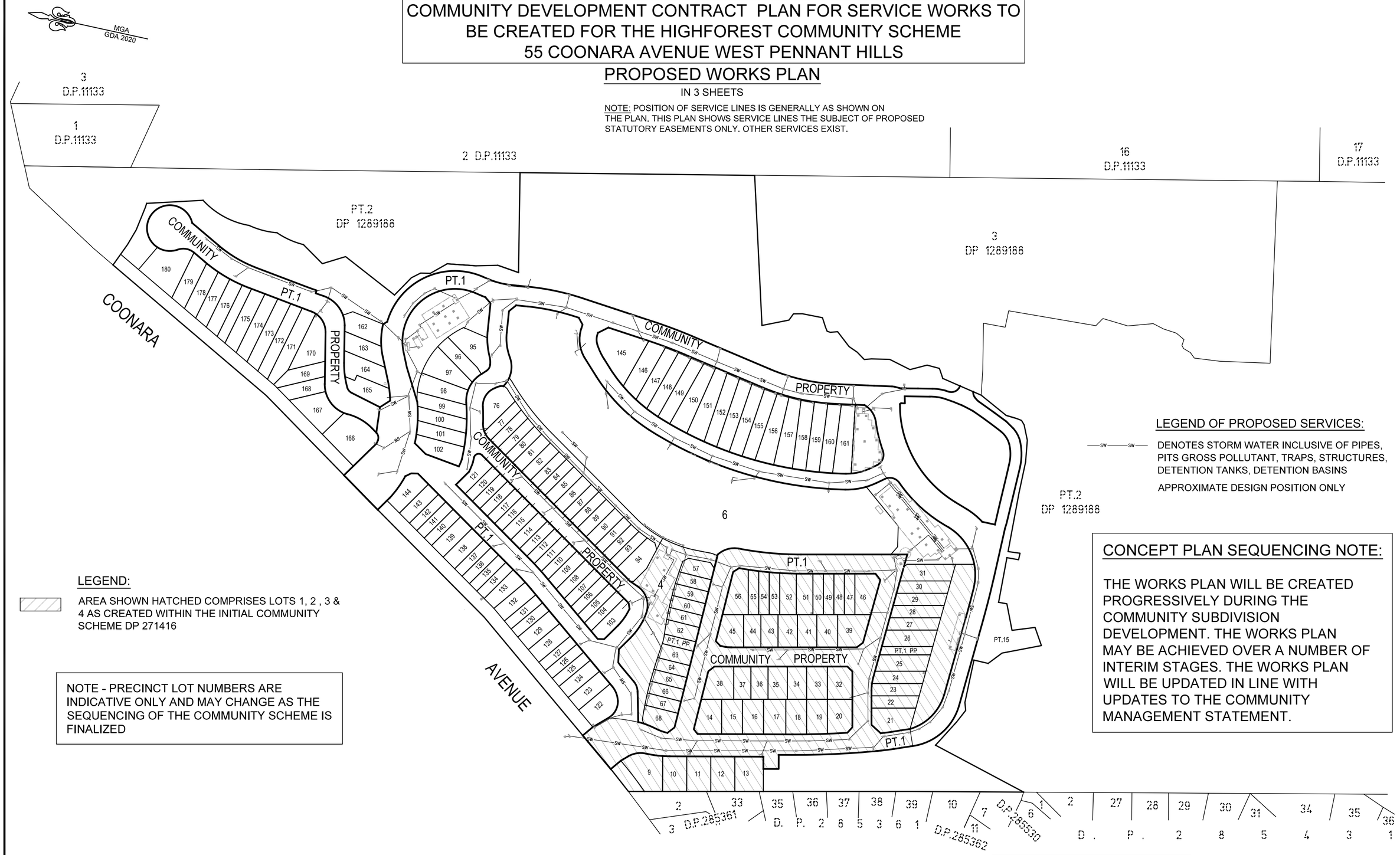
# COMMUNITY DEVELOPMENT CONTRACT PLAN FOR SERVICE WORKS TO BE CREATED FOR THE HIGHFOREST COMMUNITY SCHEME 55 COONARA AVENUE WEST PENNANT HILLS

## PROPOSED WORKS PLAN

IN 3 SHEETS

NOTE: POSITION OF SERVICE LINES IS GENERALLY AS SHOWN ON THE PLAN. THIS PLAN SHOWS SERVICE LINES THE SUBJECT OF PROPOSED STATUTORY EASEMENTS ONLY. OTHER SERVICES EXIST.

MGA GDA 2020




### LEGEND OF PROPOSED SERVICES:

SW SW — DENOTES STORM WATER INCLUSIVE OF PIPES, PITS GROSS POLLUTANT, TRAPS, STRUCTURES, DETENTION TANKS, DETENTION BASINS

APPROXIMATE DESIGN POSITION ONLY

### LEGEND:

AREA SHOWN HATCHED COMPRISES LOTS 1, 2 , 3 & 4 AS CREATED WITHIN THE INITIAL COMMUNITY SCHEME DP 271416

NOTE - PRECINCT LOT NUMBERS ARE INDICATIVE ONLY AND MAY CHANGE AS THE SEQUENCING OF THE COMMUNITY SCHEME IS FINALIZED

### CONCEPT PLAN SEQUENCING NOTE:

THE WORKS PLAN WILL BE CREATED PROGRESSIVELY DURING THE COMMUNITY SUBDIVISION DEVELOPMENT. THE WORKS PLAN MAY BE ACHIEVED OVER A NUMBER OF INTERIM STAGES. THE WORKS PLAN WILL BE UPDATED IN LINE WITH UPDATES TO THE COMMUNITY MANAGEMENT STATEMENT.

### NOTE:

SHEET 1 SHOWS STROMWATER RELATED SERVICE LINES AND STRUCTURES.

REGISTERED: 13/10/2025

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PLAN OF
PROPOSED SERVICE WORKS PLANS FOR HIGHFOREST COMMUNITY - 55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G SS02 [01]-01-CDC Plan - Y.G. - T.M.

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Document Set ID: 22058411
Version: 3, Version Date: 16/09/2025

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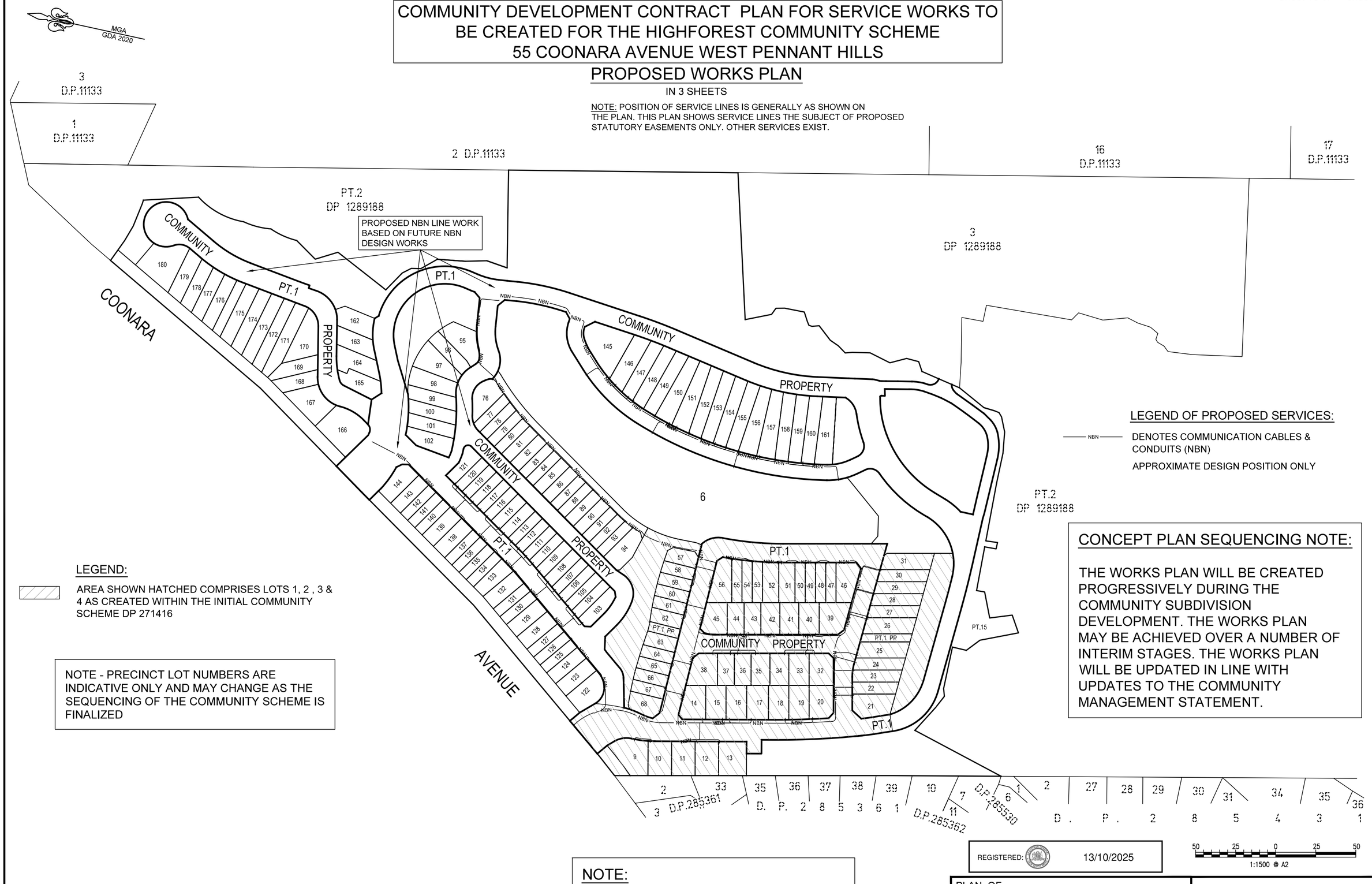
# COMMUNITY DEVELOPMENT CONTRACT PLAN FOR SERVICE WORKS TO BE CREATED FOR THE HIGHFOREST COMMUNITY SCHEME 55 COONARA AVENUE WEST PENNANT HILLS

## PROPOSED WORKS PLAN

IN 3 SHEETS

NOTE: POSITION OF SERVICE LINES IS GENERALLY AS SHOWN ON THE PLAN. THIS PLAN SHOWS SERVICE LINES THE SUBJECT OF PROPOSED STATUTORY EASEMENTS ONLY. OTHER SERVICES EXIST.




REGISTERED: 13/10/2025

PLAN OF
PROPOSED SERVICE WORKS PLANS FOR HIGHFOREST COMMUNITY - 55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_jn\011-16\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CNS and CDC Plans\011-16S SS02 [01]-01-CDC Plan - Y.G. - T.M.

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| 10 | 20 | 30 | 40 | 50 | Table of mm | 80 | 90 | 100 | 110 | 120 | 130 | 140 |

Document Set ID: 22052811
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:16 of 113
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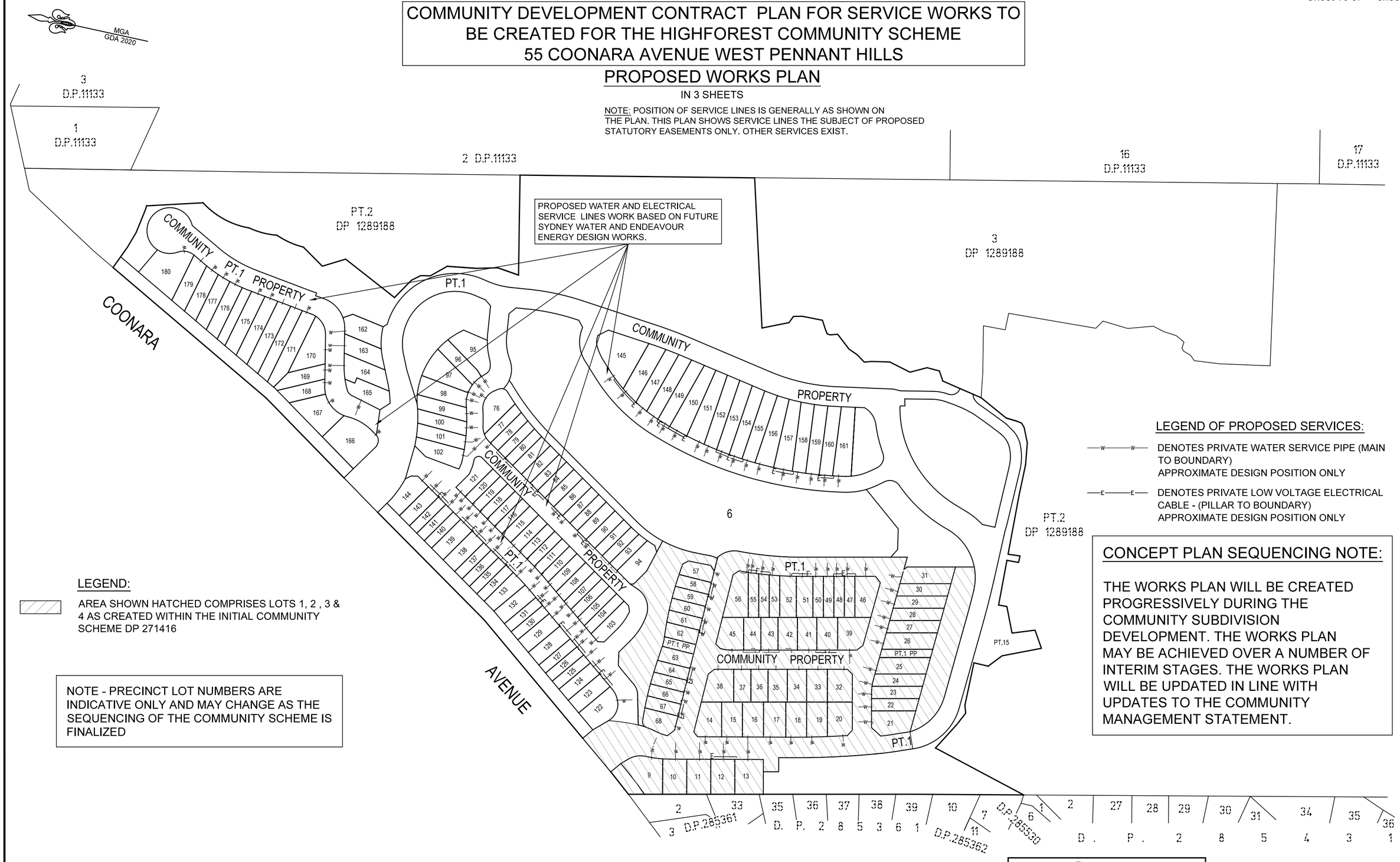
# COMMUNITY DEVELOPMENT CONTRACT PLAN FOR SERVICE WORKS TO BE CREATED FOR THE HIGHFOREST COMMUNITY SCHEME 55 COONARA AVENUE WEST PENNANT HILLS

## PROPOSED WORKS PLAN

IN 3 SHEETS

NOTE: POSITION OF SERVICE LINES IS GENERALLY AS SHOWN ON THE PLAN. THIS PLAN SHOWS SERVICE LINES THE SUBJECT OF PROPOSED STATUTORY EASEMENTS ONLY. OTHER SERVICES EXIST.




## LEGEND OF PROPOSED SERVICES:

—W—W— DENOTES PRIVATE WATER SERVICE PIPE (MAIN TO BOUNDARY)
APPROXIMATE DESIGN POSITION ONLY

—E—E— DENOTES PRIVATE LOW VOLTAGE ELECTRICAL CABLE - (PILLAR TO BOUNDARY)
APPROXIMATE DESIGN POSITION ONLY

## LEGEND:

AREA SHOWN HATCHED COMPRISES LOTS 1, 2 , 3 & 4 AS CREATED WITHIN THE INITIAL COMMUNITY SCHEME DP 271416

NOTE - PRECINCT LOT NUMBERS ARE INDICATIVE ONLY AND MAY CHANGE AS THE SEQUENCING OF THE COMMUNITY SCHEME IS FINALIZED

## CONCEPT PLAN SEQUENCING NOTE:

THE WORKS PLAN WILL BE CREATED PROGRESSIVELY DURING THE COMMUNITY SUBDIVISION DEVELOPMENT. THE WORKS PLAN MAY BE ACHIEVED OVER A NUMBER OF INTERIM STAGES. THE WORKS PLAN WILL BE UPDATED IN LINE WITH UPDATES TO THE COMMUNITY MANAGEMENT STATEMENT.

REGISTERED: 13/10/2025

1:1500 @ A2

## NOTE:

SHEET 3 SHOWS PRIVATE POTABLE WATER AND PRIVATE LOW VOLTAGE ELECTRICITY SERVICE LINES & STRUCTURES

PLAN OF
PROPOSED SERVICE WORKS PLANS FOR HIGHFOREST COMMUNITY - 55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_jr\011-18\Survey\GDA2020\Plans\Plan_088\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G SS02 [01]-01-CDC Plan - Y.G. - T.M.



Document Set ID: 22052811
Version: 2, Version Date: 16/09/2025

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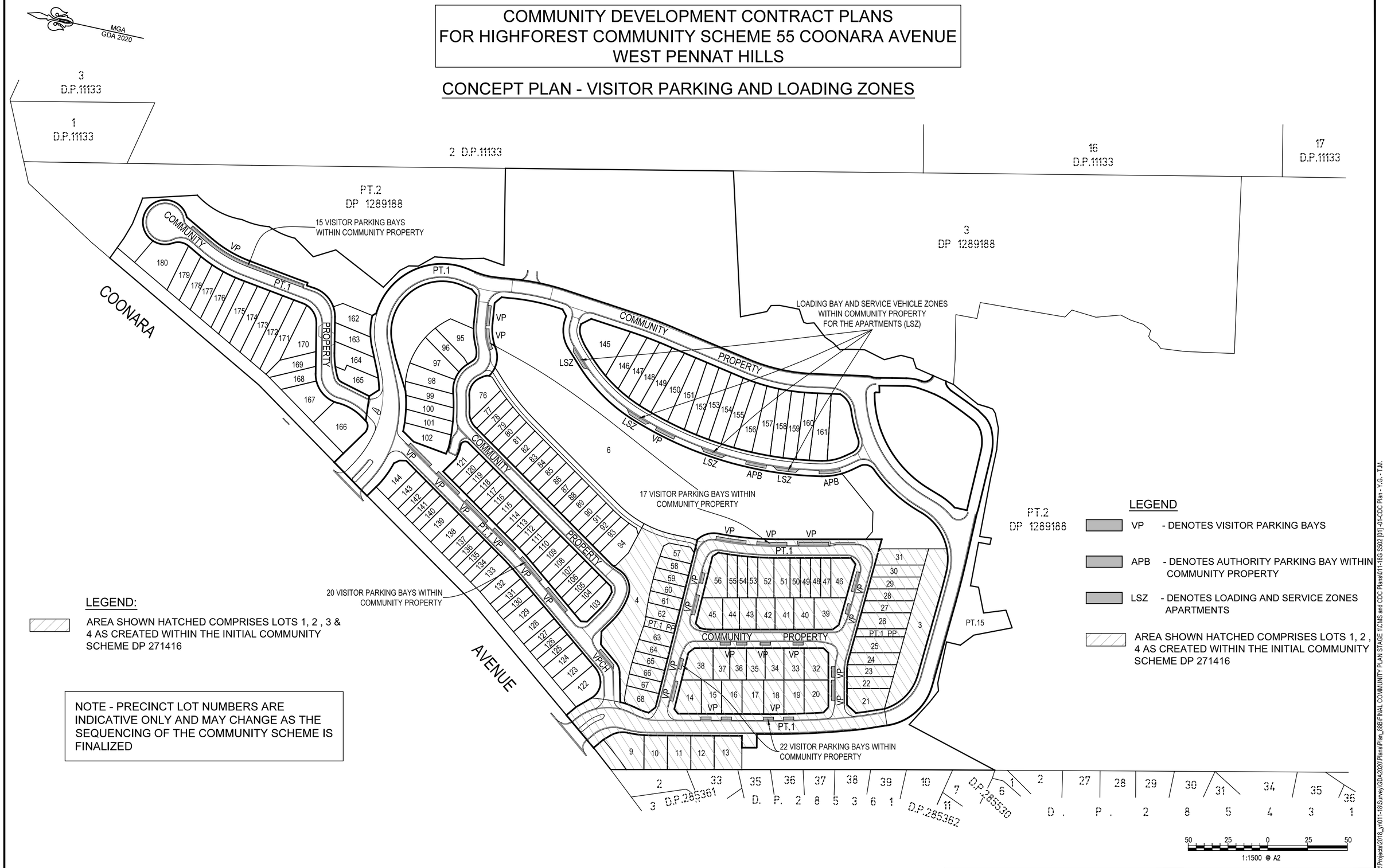
# COMMUNITY DEVELOPMENT CONTRACT PLANS FOR HIGHFOREST COMMUNITY SCHEME 55 COONARA AVENUE WEST PENNAT HILLS

## CONCEPT PLAN - VISITOR PARKING AND LOADING ZONES




LEGEND:

AREA SHOWN HATCHED COMPRISES LOTS 1, 2 , 3 & 4 AS CREATED WITHIN THE INITIAL COMMUNITY SCHEME DP 271416

NOTE - PRECINCT LOT NUMBERS ARE INDICATIVE ONLY AND MAY CHANGE AS THE SEQUENCING OF THE COMMUNITY SCHEME IS FINALIZED

LEGEND

VP - DENOTES VISITOR PARKING BAYS

APB - DENOTES AUTHORITY PARKING BAY WITHIN COMMUNITY PROPERTY

LSZ - DENOTES LOADING AND SERVICE ZONES APARTMENTS

AREA SHOWN HATCHED COMPRISES LOTS 1, 2 , 4 AS CREATED WITHIN THE INITIAL COMMUNITY SCHEME DP 271416

REGISTERED: 13/10/2025

PLAN OF
PROPOSED CONCEPT PLANS FOR
HIGHFOREST COMMUNITY - PARKING SPACES
55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S502 [01]-01-CDC Plan - Y.G. - T.M.

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Version: 2, Version Date: 16/09/2025

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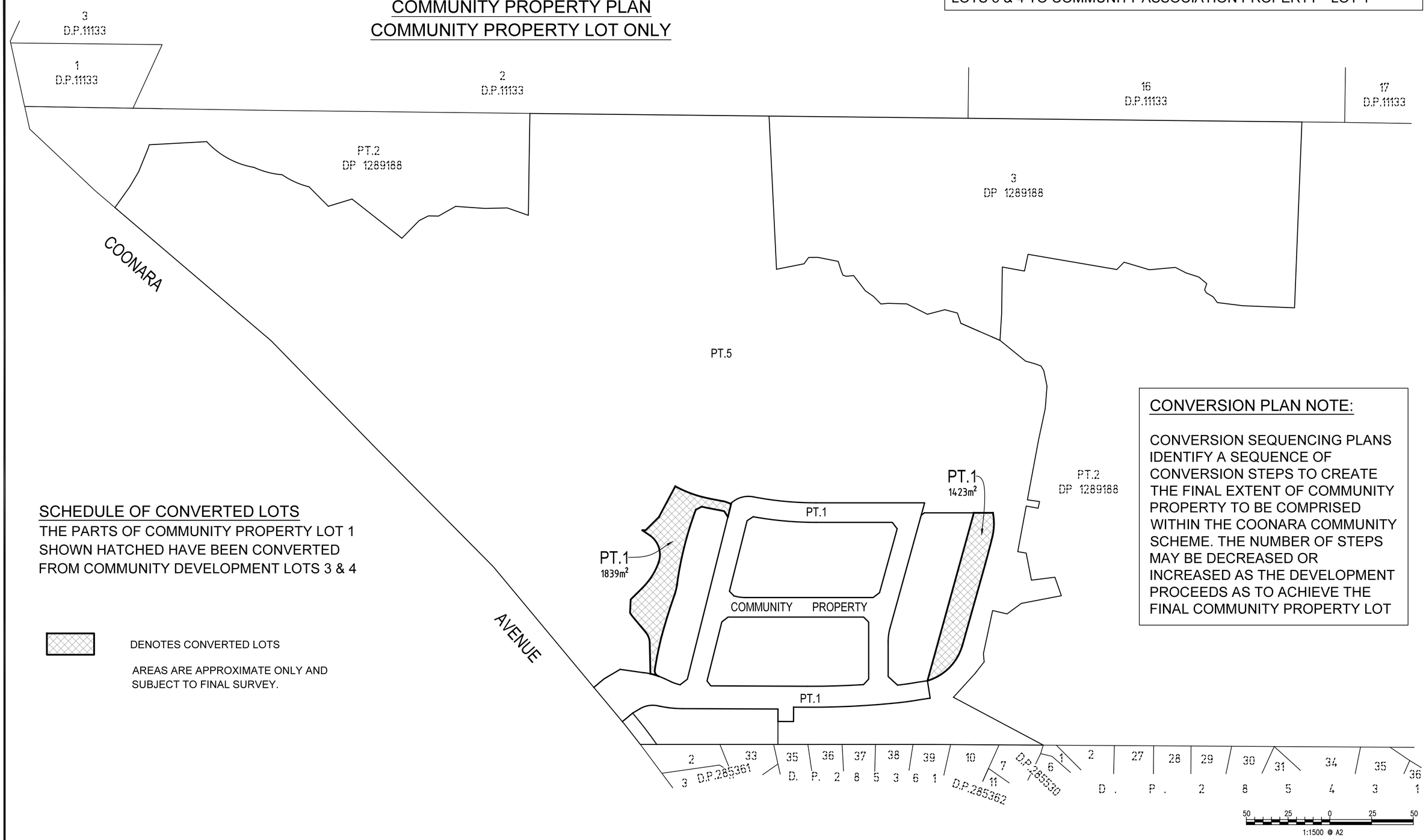
# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLANS
# COMMUNITY PROPERTY CONVERSION PLANS FOR HIGHFOREST COMMUNITY SCHEME

## COMMUNITY PROPERTY PLAN
## COMMUNITY PROPERTY LOT ONLY

## COMMUNITY PROPERTY CONVERSION SEQUENCING PLANS

PLAN 1 - CONVERSION OF COMMUNITY DEVELOPMENT LOTS 3 & 4 TO COMMUNITY ASSOCIATION PROPERTY - LOT 1




## SCHEDULE OF CONVERTED LOTS

THE PARTS OF COMMUNITY PROPERTY LOT 1 SHOWN HATCHED HAVE BEEN CONVERTED FROM COMMUNITY DEVELOPMENT LOTS 3 & 4

DENOTES CONVERTED LOTS

AREAS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL SURVEY.

## CONVERSION PLAN NOTE:

CONVERSION SEQUENCING PLANS IDENTIFY A SEQUENCE OF CONVERSION STEPS TO CREATE THE FINAL EXTENT OF COMMUNITY PROPERTY TO BE COMPRISED WITHIN THE COONARA COMMUNITY SCHEME. THE NUMBER OF STEPS MAY BE DECREASED OR INCREASED AS THE DEVELOPMENT PROCEEDS AS TO ACHIEVE THE FINAL COMMUNITY PROPERTY LOT

REGISTERED: 13/10/2025

PLAN OF
PROPOSED LOT 1 FOLLOWING THE CONVERSION OF LOTS 3 & 4 FROM COMMUNITY SCHEME DP 271416 TO ASSOCIATION PROPERTY. HIGHFOREST COMMUNITY 55 COONARA AVENUE WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S502 [00] - 02-CDC-CONVERSION PLANS - Y.G. - T.M.

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Document Set ID: 22053811
Version: 3, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:19 of 113
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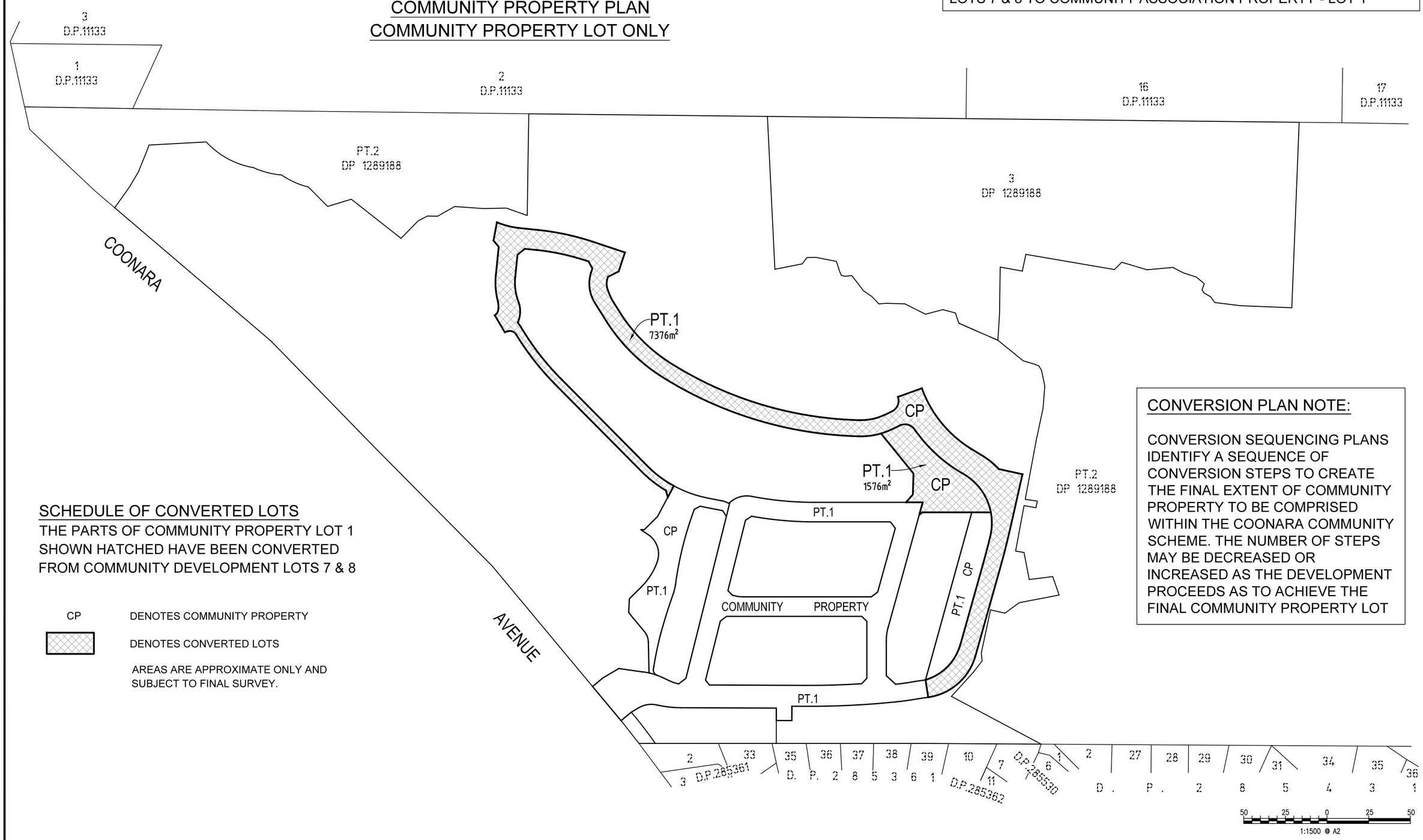
# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLANS
# COMMUNITY PROPERTY CONVERSION PLANS FOR HIGHFOREST COMMUNITY SCHEME

## COMMUNITY PROPERTY PLAN
## COMMUNITY PROPERTY LOT ONLY

## COMMUNITY PROPERTY CONVERSION SEQUENCING PLANS

PLAN 2 - CONVERSION OF COMMUNITY DEVELOPMENT LOTS 7 & 8 TO COMMUNITY ASSOCIATION PROPERTY - LOT 1

MGA GDA 2020




## SCHEDULE OF CONVERTED LOTS

THE PARTS OF COMMUNITY PROPERTY LOT 1 SHOWN HATCHED HAVE BEEN CONVERTED FROM COMMUNITY DEVELOPMENT LOTS 7 & 8

CP DENOTES COMMUNITY PROPERTY

DENOTES CONVERTED LOTS

AREAS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL SURVEY.

## CONVERSION PLAN NOTE:

CONVERSION SEQUENCING PLANS IDENTIFY A SEQUENCE OF CONVERSION STEPS TO CREATE THE FINAL EXTENT OF COMMUNITY PROPERTY TO BE COMPRISED WITHIN THE COONARA COMMUNITY SCHEME. THE NUMBER OF STEPS MAY BE DECREASED OR INCREASED AS THE DEVELOPMENT PROCEEDS AS TO ACHIEVE THE FINAL COMMUNITY PROPERTY LOT

REGISTERED: 13/10/2025

PLAN OF
PROPOSED LOT 1 FOLLOWING THE CONVERSION OF LOTS 7 & 8 FROM COMMUNITY SCHEME DP 271416 TO ASSOCIATION PROPERTY. HIGHFOREST COMMUNITY 55 COONARA AVENUE WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S502 [00] - 02-CDC-CONVERSION PLANS - Y.G. - T.M.



Document Set ID: 22053811
Version: 3, Version Date: 16/09/2025

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# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLANS
# COMMUNITY PROPERTY CONVERSION PLANS FOR HIGHFOREST COMMUNITY SCHEME

## COMMUNITY PROPERTY PLAN
## COMMUNITY PROPERTY LOT ONLY

MGA GDA 2020

3 D.P.11133
1 D.P.11133
2 D.P.11133
16 D.P.11133
17 D.P.11133
PT.2 DP 1289188
3 DP 1289188
PT.1 7448m² CP
PT.1 3616m²
PT.1 594m²
CP
PT.2 DP 1289188
COONARA AVENUE
PT.1
COMMUNITY PROPERTY
2 3 D.P.285361
33 35 36 37 38 39 10 7 11 D.P.285362
6 1 D.P.285530
2 27 28 29 30 31 34 35 36 D. P. 2 8 5 4 3 1
50 25 0 25 50
1:1500 @ A2

## COMMUNITY PROPERTY CONVERSION SEQUENCING PLANS

PLAN 3 - CONVERSION OF COMMUNITY DEVELOPMENT
LOTS 12, 13 & PART OF 15 TO COMMUNITY ASSOCIATION PROPERTY - LOT 1

## CONVERSION PLAN NOTE:

CONVERSION SEQUENCING PLANS IDENTIFY A SEQUENCE OF CONVERSION STEPS TO CREATE THE FINAL EXTENT OF COMMUNITY PROPERTY TO BE COMPRISED WITHIN THE COONARA COMMUNITY SCHEME. THE NUMBER OF STEPS MAY BE DECREASED OR INCREASED AS THE DEVELOPMENT PROCEEDS AS TO ACHIEVE THE FINAL COMMUNITY PROPERTY LOT

## SCHEDULE OF CONVERTED LOTS

THE PARTS OF COMMUNITY PROPERTY LOT 1 SHOWN HATCHED HAVE BEEN CONVERTED FROM COMMUNITY DEVELOPMENT LOTS 12, 13 & PART OF 15

CP — DENOTES COMMUNITY PROPERTY

DENOTES CONVERTED LOTS

AREAS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL SURVEY.

REGISTERED: 13/10/2025

PLAN OF
PROPOSED LOT 1 FOLLOWING THE CONVERSION OF LOTS 12, 13 & PART OF 15 FROM COMMUNITY SCHEME DP 271416 TO ASSOCIATION PROPERTY. HIGHFOREST COMMUNITY 55 COONARA AVENUE WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CRPProjects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18S 5592 [00]- 02-CDC-CONVERSION PLANS - Y.G. - T.M.

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Document Set ID: 22058411
Version: 3, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:21 of 113
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# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLANS
# COMMUNITY PROPERTY CONVERSION PLANS FOR HIGHFOREST COMMUNITY SCHEME

## COMMUNITY PROPERTY PLAN
## COMMUNITY PROPERTY LOT ONLY

## COMMUNITY PROPERTY CONVERSION SEQUENCING PLANS

PLAN 4 - CONVERSION OF COMMUNITY DEVELOPMENT LOT 11 TO COMMUNITY ASSOCIATION PROPERTY - LOT 1

MGA GDA 2020

3 D.P.11133
1 D.P.11133
2 D.P.11133
16 D.P.11133
17 D.P.11133
PT.2 DP 1289188
PT.1 CP
3 DP 1289188
COONARA AVENUE
PT.1 5127m²
PT.2 DP 1289188
COMMUNITY PROPERTY
CP
PT.1
2 3 D.P.285361
33 35 36 37 38 39 10 11 D.P.285362
7 6 D.P.285530
1 2 27 28 29 30 31 34 35 36
D. P. 2 8 5 3 6 1
D . P . 2 8 5 4 3 1

50 25 0 25 50
1:1500 @ A2

## SCHEDULE OF CONVERTED LOTS

THE PARTS OF COMMUNITY PROPERTY LOT 1 SHOWN HATCHED HAVE BEEN CONVERTED FROM COMMUNITY DEVELOPMENT LOT 11

CP — DENOTES COMMUNITY PROPERTY

DENOTES CONVERTED LOTS

AREAS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL SURVEY.

## CONVERSION PLAN NOTE:

CONVERSION SEQUENCING PLANS IDENTIFY A SEQUENCE OF CONVERSION STEPS TO CREATE THE FINAL EXTENT OF COMMUNITY PROPERTY TO BE COMPRISED WITHIN THE COONARA COMMUNITY SCHEME. THE NUMBER OF STEPS MAY BE DECREASED OR INCREASED AS THE DEVELOPMENT PROCEEDS AS TO ACHIEVE THE FINAL COMMUNITY PROPERTY LOT

REGISTERED: 13/10/2025

PLAN OF
PROPOSED LOT 1 FOLLOWING THE CONVERSION OF LOTS 11 FROM COMMUNITY SCHEME DP 271416 TO ASSOCIATION PROPERTY. HIGHFOREST COMMUNITY 55 COONARA AVENUE WEST PENNANT HILLS

DP271416

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Document Set ID: 22058311
Version: 3, Version Date: 16/09/2025

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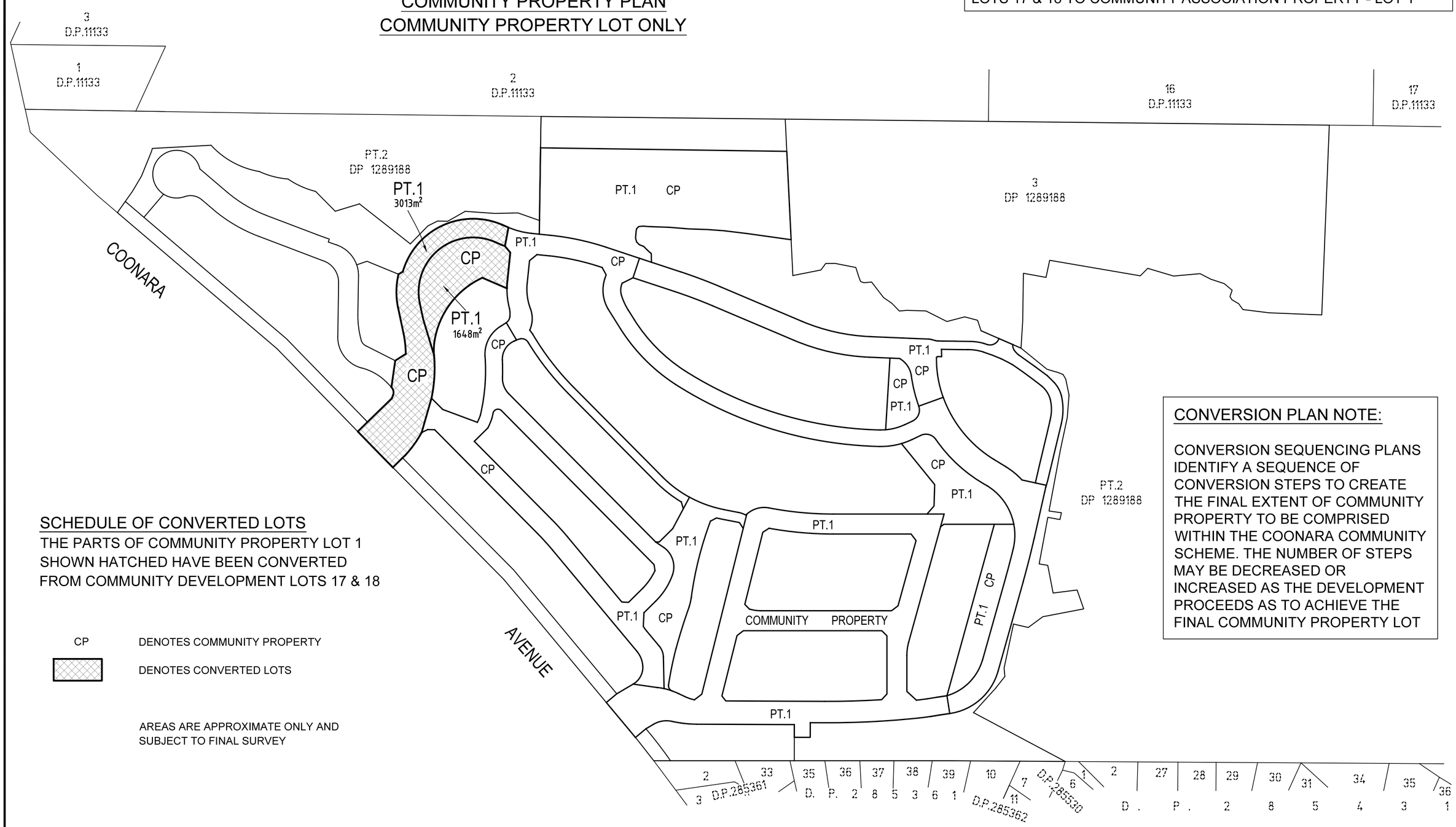
MGA GDA 2020

# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLANS
# COMMUNITY PROPERTY CONVERSION PLANS

## COMMUNITY PROPERTY PLAN
## COMMUNITY PROPERTY LOT ONLY

## COMMUNITY PROPERTY CONVERSION SEQUENCING PLANS

PLAN 5 - CONVERSION OF COMMUNITY DEVELOPMENT
LOTS 17 & 18 TO COMMUNITY ASSOCIATION PROPERTY - LOT 1




## SCHEDULE OF CONVERTED LOTS

THE PARTS OF COMMUNITY PROPERTY LOT 1 SHOWN HATCHED HAVE BEEN CONVERTED FROM COMMUNITY DEVELOPMENT LOTS 17 & 18

CP — DENOTES COMMUNITY PROPERTY

DENOTES CONVERTED LOTS

AREAS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL SURVEY

## CONVERSION PLAN NOTE:

CONVERSION SEQUENCING PLANS IDENTIFY A SEQUENCE OF CONVERSION STEPS TO CREATE THE FINAL EXTENT OF COMMUNITY PROPERTY TO BE COMPRISED WITHIN THE COONARA COMMUNITY SCHEME. THE NUMBER OF STEPS MAY BE DECREASED OR INCREASED AS THE DEVELOPMENT PROCEEDS AS TO ACHIEVE THE FINAL COMMUNITY PROPERTY LOT

50 25 0 25 50
1:1500 @ A2

REGISTERED: 13/10/2025

PLAN OF
PROPOSED LOT 1 FOLLOWING THE CONVERSION OF LOTS 17 & 18 FROM COMMUNITY SCHEME DP 271416 TO ASSOCIATION PROPERTY. HIGHFOREST COMMUNITY 55 COONARA AVENUE WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18S 5592 [00] - 02-CDC-CONVERSION PLANS - Y.G. - T.M.

10 20 30 40 50 Table of mm 80 90 100 110 120 130 140

Document Set ID: 22058811
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:23 of 113
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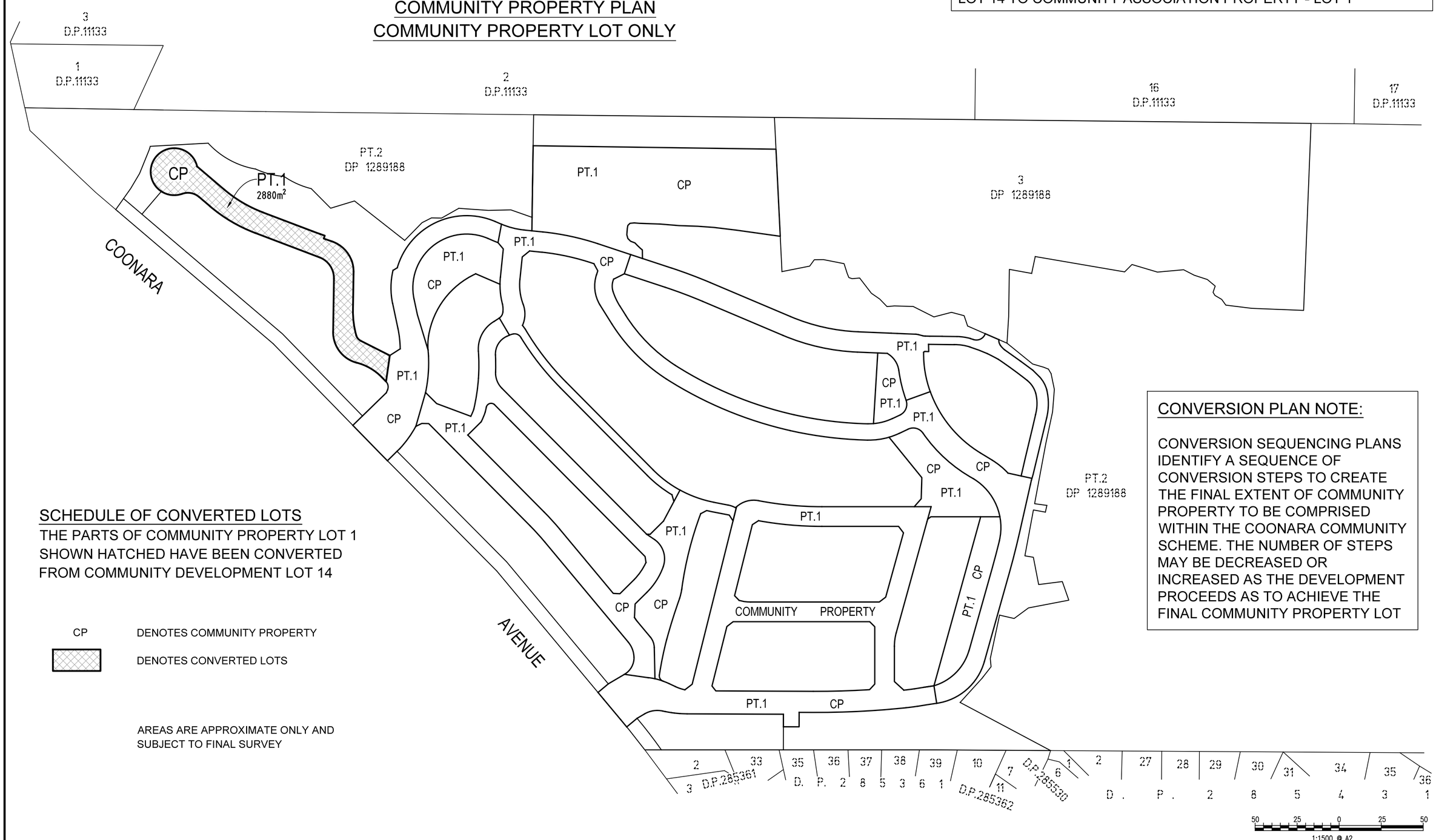
MGA GDA 2020

# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLANS
# COMMUNITY PROPERTY CONVERSION PLANS FOR HIGHFOREST COMMUNITY SCHEME

## COMMUNITY PROPERTY PLAN
## COMMUNITY PROPERTY LOT ONLY

## COMMUNITY PROPERTY CONVERSION SEQUENCING PLANS

PLAN 6 - CONVERSION OF COMMUNITY DEVELOPMENT LOT 14 TO COMMUNITY ASSOCIATION PROPERTY - LOT 1




## SCHEDULE OF CONVERTED LOTS

THE PARTS OF COMMUNITY PROPERTY LOT 1 SHOWN HATCHED HAVE BEEN CONVERTED FROM COMMUNITY DEVELOPMENT LOT 14

CP — DENOTES COMMUNITY PROPERTY

DENOTES CONVERTED LOTS

AREAS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL SURVEY

## CONVERSION PLAN NOTE:

CONVERSION SEQUENCING PLANS IDENTIFY A SEQUENCE OF CONVERSION STEPS TO CREATE THE FINAL EXTENT OF COMMUNITY PROPERTY TO BE COMPRISED WITHIN THE COONARA COMMUNITY SCHEME. THE NUMBER OF STEPS MAY BE DECREASED OR INCREASED AS THE DEVELOPMENT PROCEEDS AS TO ACHIEVE THE FINAL COMMUNITY PROPERTY LOT

REGISTERED: 13/10/2025

PLAN OF
PROPOSED LOT 1 FOLLOWING THE CONVERSION OF LOTS 14 FROM COMMUNITY SCHEME DP 271416 TO ASSOCIATION PROPERTY. HIGHFOREST COMMUNITY 55 COONARA AVENUE WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_86B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S502 [00] - 02-CDC-CONVERSION PLANS - Y.G. - T.M.



Document Set ID: 22053811
Version: 3, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:24 of 113
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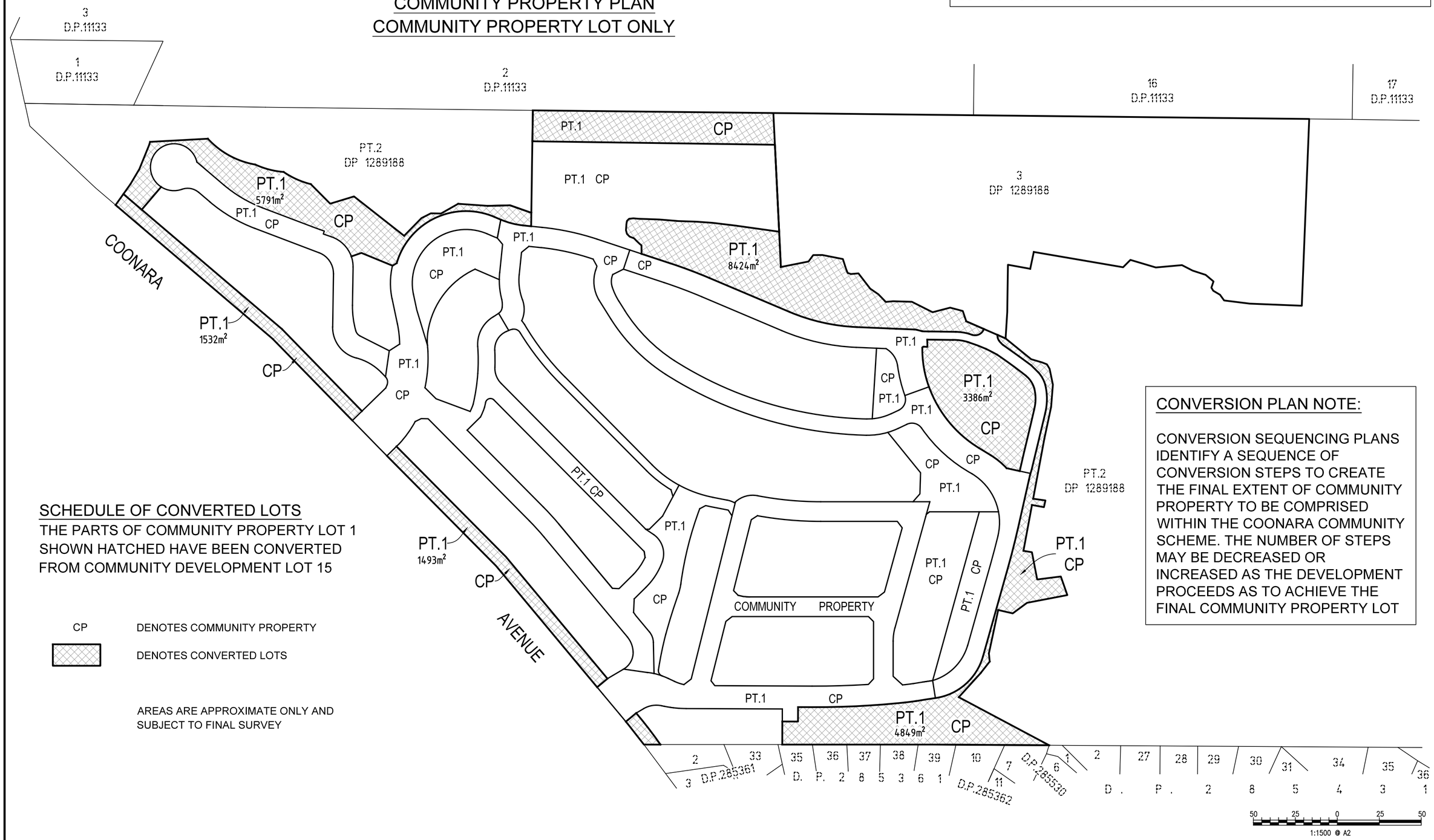
# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLANS
# COMMUNITY PROPERTY CONVERSION PLANS FOR HIGHFOREST COMMUNITY SCHEME

## COMMUNITY PROPERTY PLAN
## COMMUNITY PROPERTY LOT ONLY

## COMMUNITY PROPERTY CONVERSION SEQUENCING PLANS

PLAN 7 - CONVERSION OF COMMUNITY DEVELOPMENT LOT 15 TO COMMUNITY ASSOCIATION PROPERTY - LOT 1

MGA GDA 2020




## SCHEDULE OF CONVERTED LOTS

THE PARTS OF COMMUNITY PROPERTY LOT 1 SHOWN HATCHED HAVE BEEN CONVERTED FROM COMMUNITY DEVELOPMENT LOT 15

| | |
|---|---|
| CP | DENOTES COMMUNITY PROPERTY |
| | DENOTES CONVERTED LOTS |

AREAS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL SURVEY

## CONVERSION PLAN NOTE:

CONVERSION SEQUENCING PLANS IDENTIFY A SEQUENCE OF CONVERSION STEPS TO CREATE THE FINAL EXTENT OF COMMUNITY PROPERTY TO BE COMPRISED WITHIN THE COONARA COMMUNITY SCHEME. THE NUMBER OF STEPS MAY BE DECREASED OR INCREASED AS THE DEVELOPMENT PROCEEDS AS TO ACHIEVE THE FINAL COMMUNITY PROPERTY LOT

REGISTERED: 13/10/2025

PLAN OF
PROPOSED LOT 1 FOLLOWING THE CONVERSION OF LOTS 15 FROM COMMUNITY SCHEME DP 271416 TO ASSOCIATION PROPERTY. HIGHFOREST COMMUNITY 55 COONARA AVENUE WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_jn\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CNS and CDC Plans\011-18G S802 [00] - 02-CDC-CONVERSION PLANS - V.G. - T.M.

10 20 30 40 50 Table of mm 80 90 100 110 120 130 140
Document Set ID: 22052811
Version: 3, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:25 of 113
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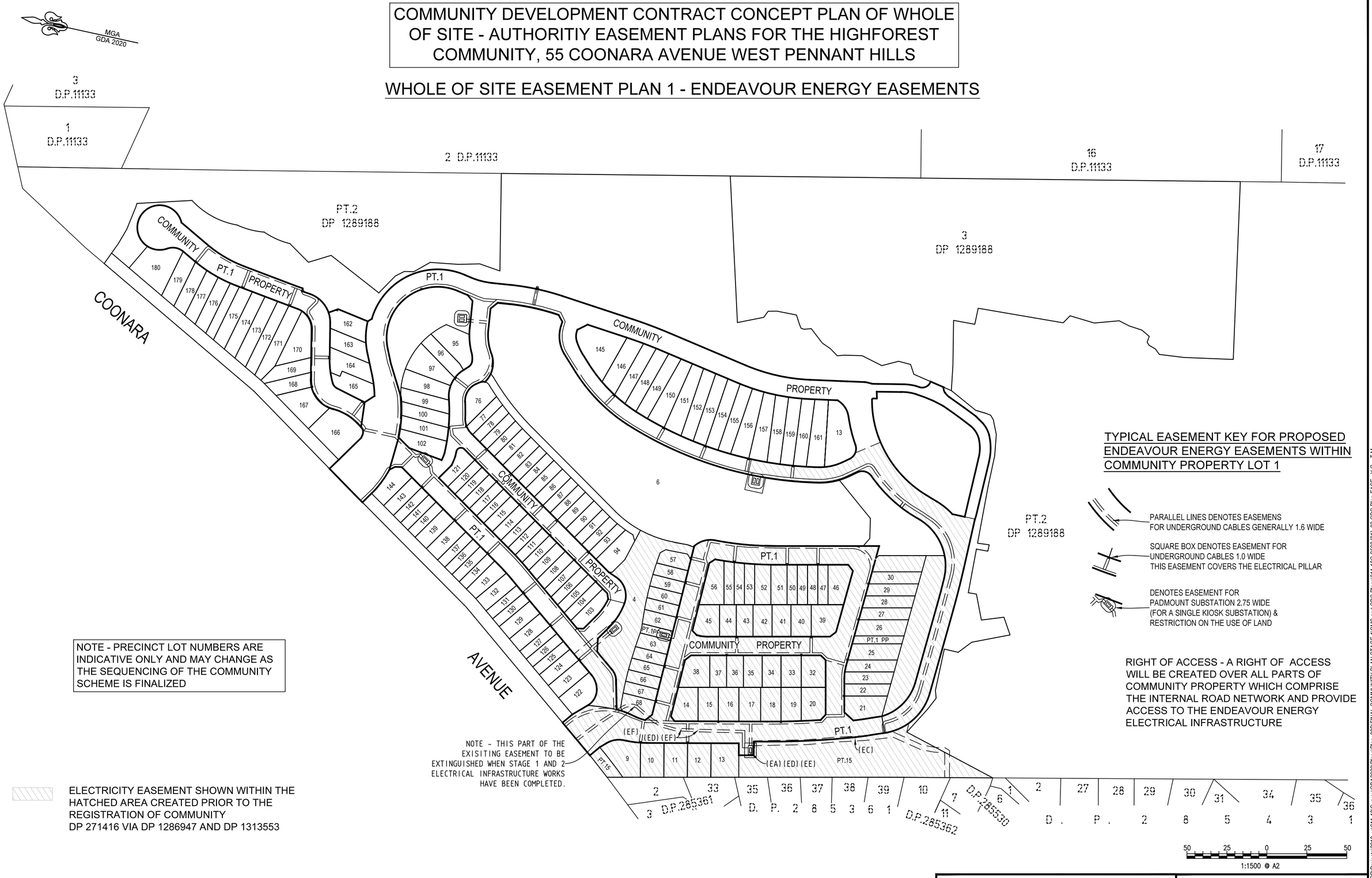
# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLAN OF WHOLE OF SITE - AUTHORITIY EASEMENT PLANS FOR THE HIGHFOREST COMMUNITY, 55 COONARA AVENUE WEST PENNANT HILLS

## WHOLE OF SITE EASEMENT PLAN 1 - ENDEAVOUR ENERGY EASEMENTS




NOTE - PRECINCT LOT NUMBERS ARE INDICATIVE ONLY AND MAY CHANGE AS THE SEQUENCING OF THE COMMUNITY SCHEME IS FINALIZED

NOTE - THIS PART OF THE EXISITING EASEMENT TO BE EXTINGUISHED WHEN STAGE 1 AND 2 ELECTRICAL INFRASTRUCTURE WORKS HAVE BEEN COMPLETED.

ELECTRICITY EASEMENT SHOWN WITHIN THE HATCHED AREA CREATED PRIOR TO THE REGISTRATION OF COMMUNITY DP 271416 VIA DP 1286947 AND DP 1313553

### TYPICAL EASEMENT KEY FOR PROPOSED ENDEAVOUR ENERGY EASEMENTS WITHIN COMMUNITY PROPERTY LOT 1

PARALLEL LINES DENOTES EASEMENS FOR UNDERGROUND CABLES GENERALLY 1.6 WIDE

SQUARE BOX DENOTES EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE THIS EASEMENT COVERS THE ELECTRICAL PILLAR

DENOTES EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (FOR A SINGLE KIOSK SUBSTATION) & RESTRICTION ON THE USE OF LAND

RIGHT OF ACCESS - A RIGHT OF ACCESS WILL BE CREATED OVER ALL PARTS OF COMMUNITY PROPERTY WHICH COMPRISE THE INTERNAL ROAD NETWORK AND PROVIDE ACCESS TO THE ENDEAVOUR ENERGY ELECTRICAL INFRASTRUCTURE

50 25 0 25 50
1:1500 @ A2

PLAN OF
PROPOSED ENDEAVOUR ENERGY EASEMENTS FOR HIGHFOREST COMMUNITY, 55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S502 [01]-03-CDC Plan-EASE - V.G. - T.M.

| 10 | 20 | 30 | 40 | 50 | Table of mm | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

Document Set ID: 22058411
Version: 3, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:26 of 113
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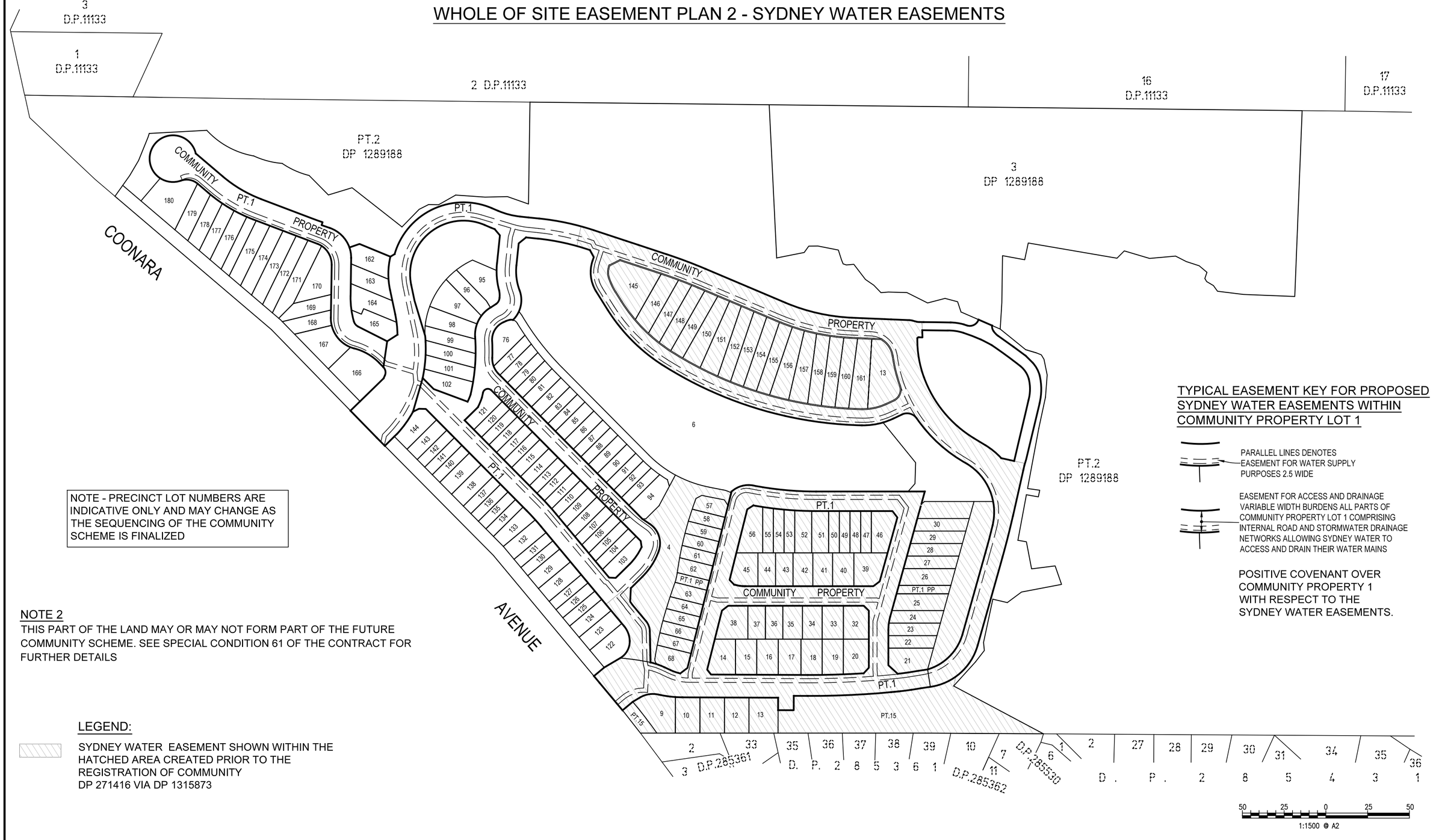
# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLAN OF WHOLE OF SITE - AUTHORITIY EASEMENT PLANS FOR THE HIGHFOREST COMMUNITY, 55 COONARA AVENUE WEST PENNANT HILLS

## WHOLE OF SITE EASEMENT PLAN 2 - SYDNEY WATER EASEMENTS

MGA GDA 2020




NOTE - PRECINCT LOT NUMBERS ARE INDICATIVE ONLY AND MAY CHANGE AS THE SEQUENCING OF THE COMMUNITY SCHEME IS FINALIZED

NOTE 2

THIS PART OF THE LAND MAY OR MAY NOT FORM PART OF THE FUTURE COMMUNITY SCHEME. SEE SPECIAL CONDITION 61 OF THE CONTRACT FOR FURTHER DETAILS

LEGEND:

SYDNEY WATER EASEMENT SHOWN WITHIN THE HATCHED AREA CREATED PRIOR TO THE REGISTRATION OF COMMUNITY DP 271416 VIA DP 1315873

TYPICAL EASEMENT KEY FOR PROPOSED SYDNEY WATER EASEMENTS WITHIN COMMUNITY PROPERTY LOT 1

PARALLEL LINES DENOTES EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE

EASEMENT FOR ACCESS AND DRAINAGE VARIABLE WIDTH BURDENS ALL PARTS OF COMMUNITY PROPERTY LOT 1 COMPRISING INTERNAL ROAD AND STORMWATER DRAINAGE NETWORKS ALLOWING SYDNEY WATER TO ACCESS AND DRAIN THEIR WATER MAINS

POSITIVE COVENANT OVER COMMUNITY PROPERTY 1 WITH RESPECT TO THE SYDNEY WATER EASEMENTS.

50 25 0 25 50
1:1500 @ A2

REGISTERED: 13/10/2025

PLAN OF
PROPOSED SYDNEY WATER EASEMENTS
FOR HIGHFOREST COMMUNITY
55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_jn\011-18\Survey\GDA2020\Plans\Plan_98B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18S SS02 [01]-05-CDC Plan-EASE - Y.G. - T.M.

| 10 | 20 | 30 | 40 | 50 | Table of mm | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

Document Set ID: 22052811
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:27 of 113
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# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLAN OF WHOLE OF SITE - AUTHORITIY EASEMENT PLANS FOR THE HIGHFOREST COMMUNITY, 55 COONARA AVENUE WEST PENNANT HILLS

## WHOLE OF SITE EASEMENT PLAN 4
## CONSERVATION AREA

MGA GDA 2020

3 D.P.11133

1 D.P.11133

2 D.P.11133

16 D.P.11133

17 D.P.11133

PT.2 DP 1289188

3 DP 1289188

PT.2 DP 1289188

COONARA AVENUE

COMMUNITY PROPERTY

PT.1

PT.15

NOTE - PRECINCT LOT NUMBERS ARE INDICATIVE ONLY AND MAY CHANGE AS THE SEQUENCING OF THE COMMUNITY SCHEME IS FINALIZED

LEGEND:

DENOTES EXTENT OF LAND THE SUBJECT OF THE TERMS OF THE RESTRICTION ON THE USE OF LAND (VMP) AND POSITIVE COVENANT (VMP)

AREA SHOWN HATCHED COMPRISES LOTS 1, 2 , 3 & 4, & PART OF LOT 5 AS CREATED WITHIN THE INITIAL COMMUNITY SCHEME DP 271416

D.P.285361 D.P.285362 D.P.285530 D.P.285831

1:1500 @ A2

REGISTERED: 13/10/2025

PLAN OF
PROPOSED CONSERVATION AREA
EASEMENTS FOR HIGHFOREST COMMUNITY,
55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2016_jn\011-16\Survey\GDA2020\Plans\Plan_08B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-16S S502 [01]-09-CDC Plan-EASE - Y.G. - T.M.

10 20 30 40 50 Table of mm 80 90 100 110 120 130 140

Document Set ID: 22052811
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:28 of 113
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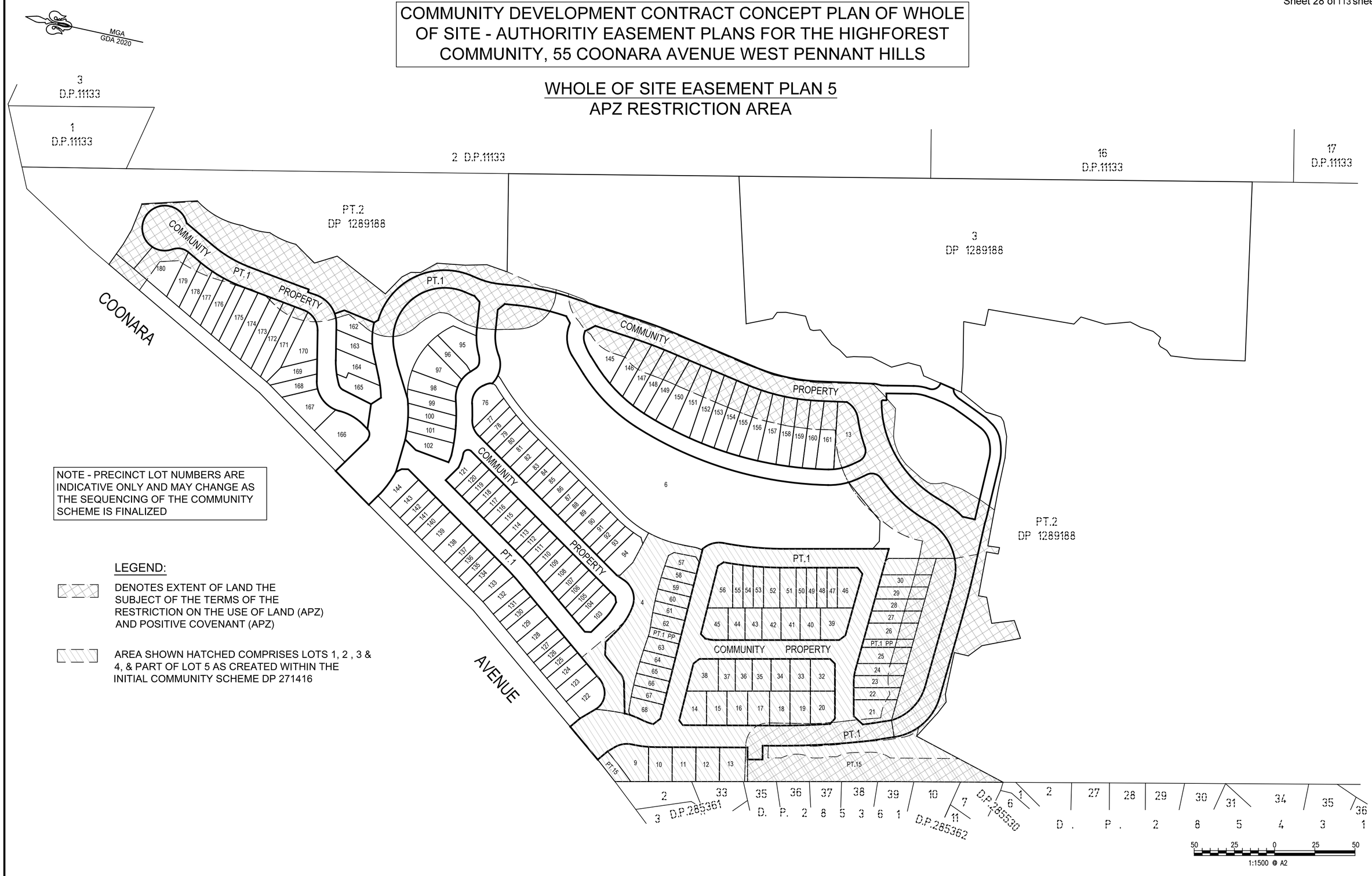
# COMMUNITY DEVELOPMENT CONTRACT CONCEPT PLAN OF WHOLE OF SITE - AUTHORITIY EASEMENT PLANS FOR THE HIGHFOREST COMMUNITY, 55 COONARA AVENUE WEST PENNANT HILLS

## WHOLE OF SITE EASEMENT PLAN 5
## APZ RESTRICTION AREA

MGA GDA 2020




NOTE - PRECINCT LOT NUMBERS ARE INDICATIVE ONLY AND MAY CHANGE AS THE SEQUENCING OF THE COMMUNITY SCHEME IS FINALIZED

LEGEND:

DENOTES EXTENT OF LAND THE SUBJECT OF THE TERMS OF THE RESTRICTION ON THE USE OF LAND (APZ) AND POSITIVE COVENANT (APZ)

AREA SHOWN HATCHED COMPRISES LOTS 1, 2 , 3 & 4, & PART OF LOT 5 AS CREATED WITHIN THE INITIAL COMMUNITY SCHEME DP 271416

REGISTERED: 13/10/2025

PLAN OF
PROPOSED APZ EASEMENTS FOR HIGHFOREST COMMUNITY, 55 COONARA AVENUE, WEST PENNANT HILLS

DP271416

CAD REF: G:\Acquired\CR\Projects\2018_jr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G SS02 [01]-03-CDC Plan-EASE - Y.G. - T.M.

| 10 | 20 | 30 | 40 | 50 | Table of mm | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

Document Set ID: 22052811
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:29 of 113
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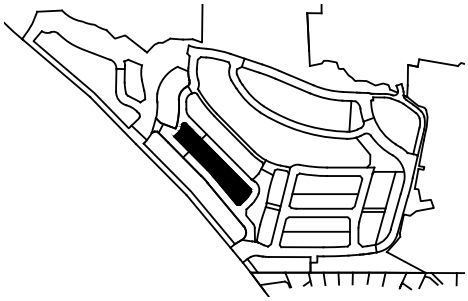
| Approved Form 27 | **Community Development Contract** | Sheet 29 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (Office Use Only) | | DP271416 (Office Use Only) |

THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: MDES-CAD-AR-HC-S03[6]-2-10 - GROUND FLOOR PLAN LOTS 3-01 TO 3-05-combied ground floor
RECEIVED: 15 JULY 2025

# SUPER LOT 03

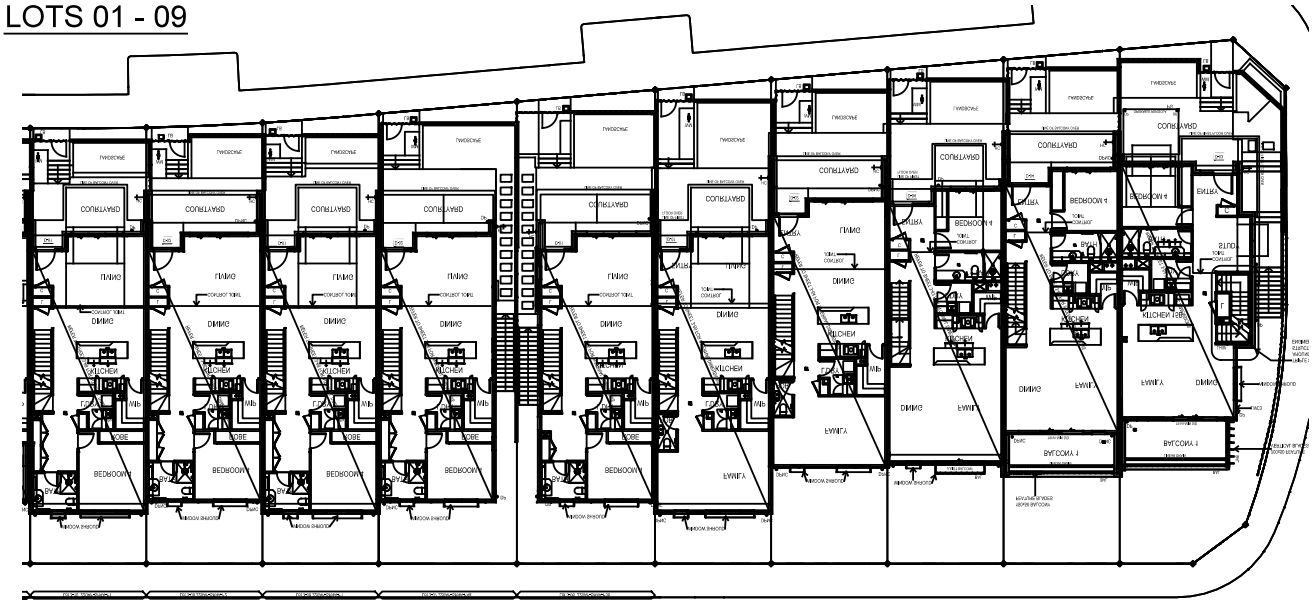
SCALE 1: 400



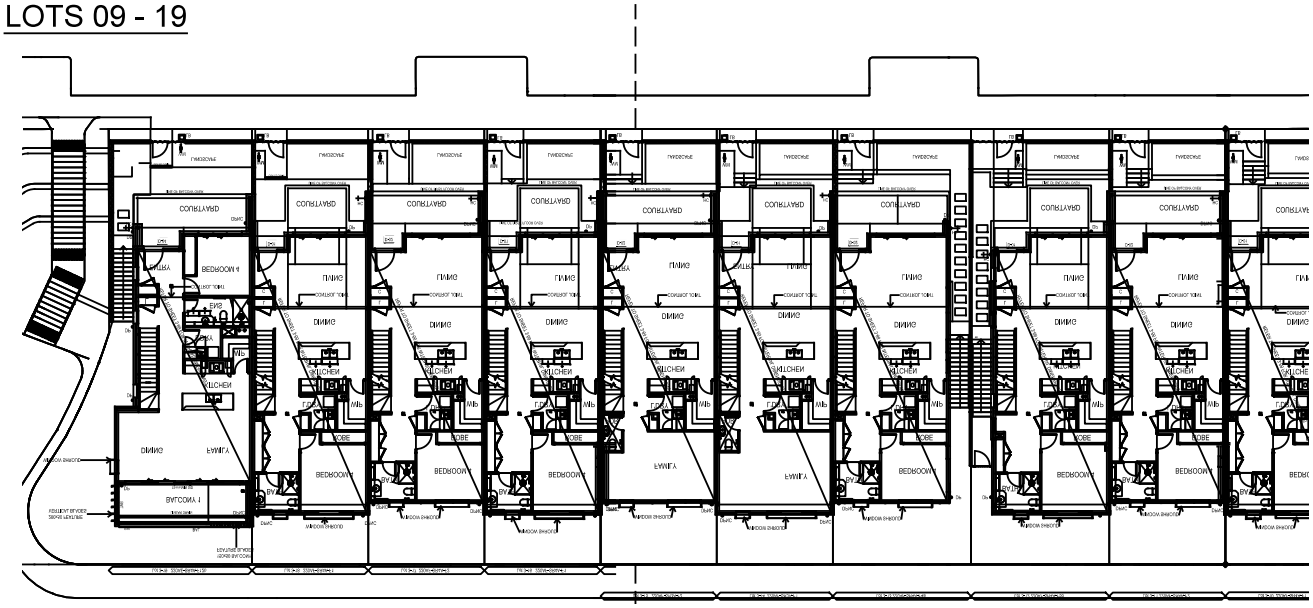
NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME




## LOTS 01 - 09



## LOTS 09 - 19



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:30 of 113
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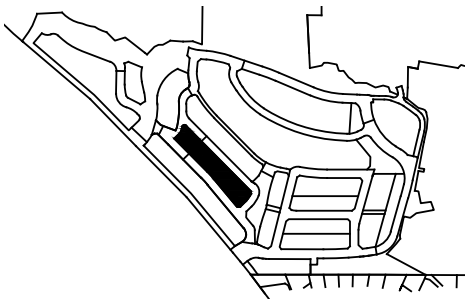
| Approved Form 27 | **Community Development Contract** | Sheet 30 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (Office Use Only) | | DP271416 (Office Use Only) |

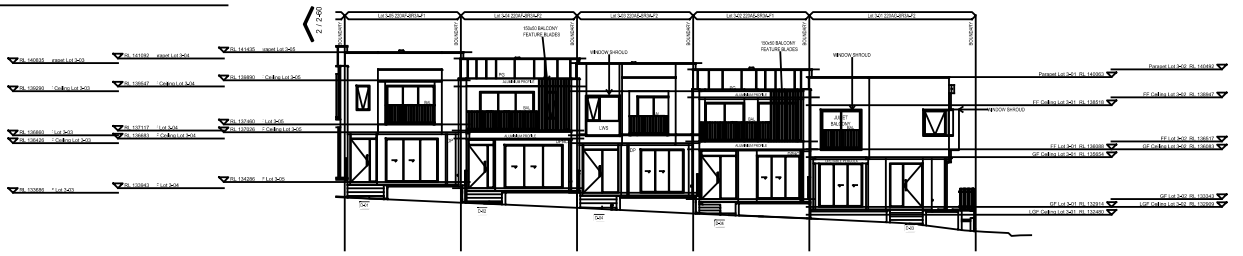
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: MDES-CAD-AR-HC-S03[6]-2-60 - ELEVATION - FRONT
DWG No.: MDES-CAD-AR-HC-S03[6]-2-61 - ELEVATION - FRONT
RECEIVED: 15 JULY 2025

# SUPER LOT 03
## FRONT ELEVATION
SCALE 1: 400

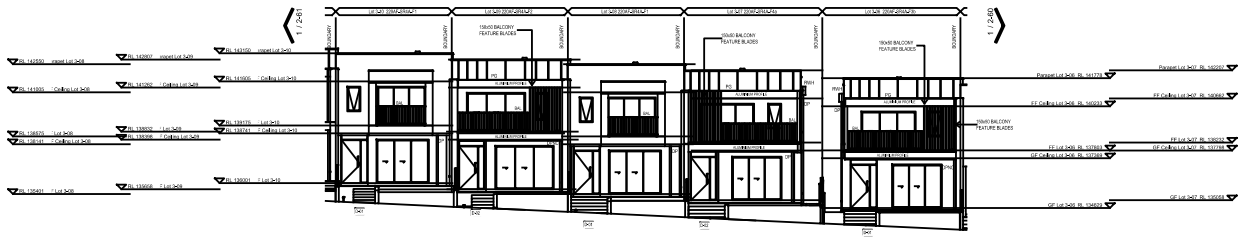


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

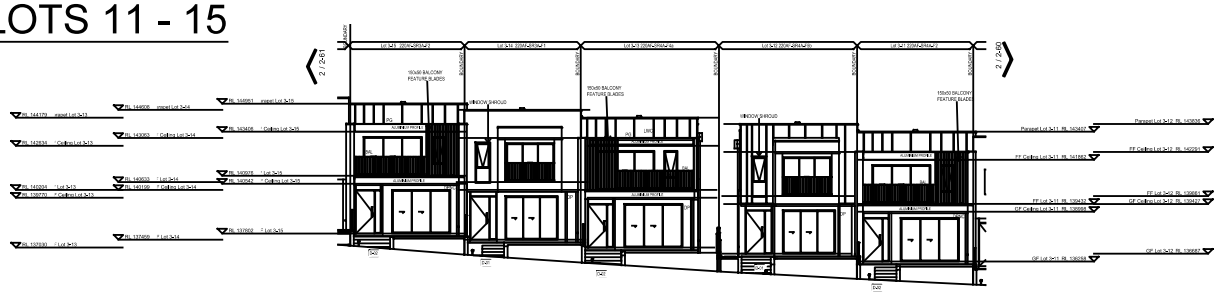
## LOTS 01 - 05



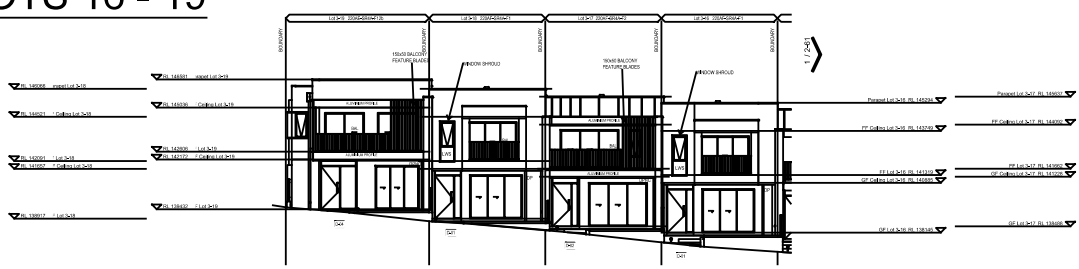
## LOTS 06 - 10



## LOTS 11 - 15



## LOTS 16 - 19



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

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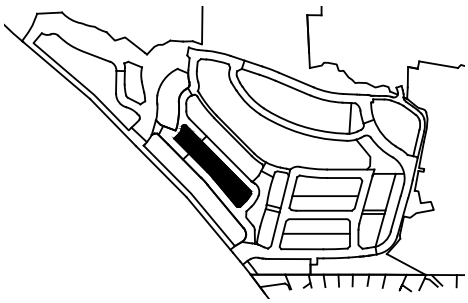
| Approved Form 27 | **Community Development Contract** | Sheet 31 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (Office Use Only) | | DP271416 (Office Use Only) |

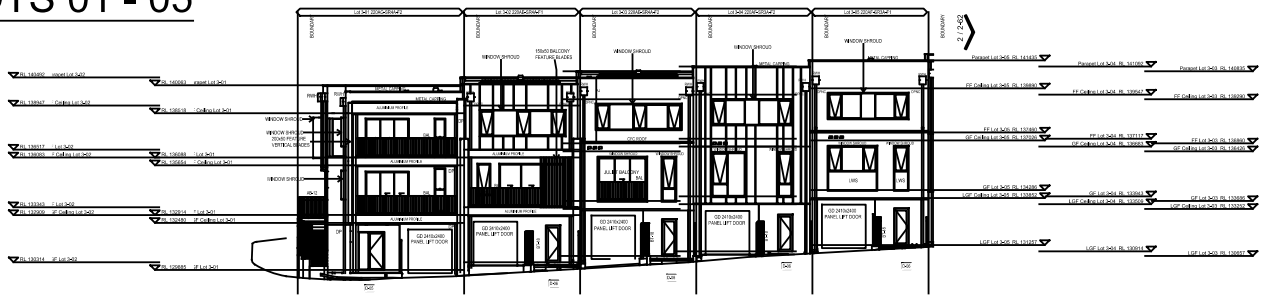
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: MDES-CAD-AR-HC-S03[6]-2-62 - ELEVATION - REAR
DWG No.: MDES-CAD-AR-HC-S03[6]-2-63 - ELEVATION - REAR
RECEIVED: 15 JULY 2025

# SUPER LOT 03
## REAR ELEVATION
SCALE 1: 400

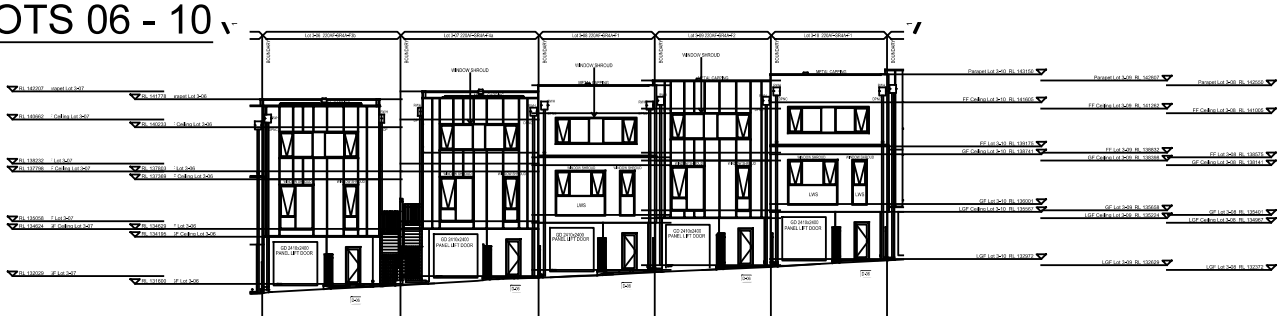


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

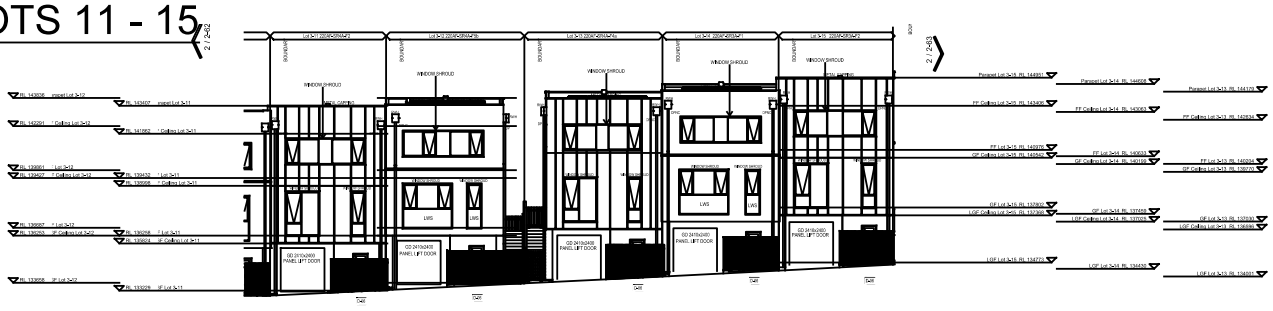
## LOTS 01 - 05



## LOTS 06 - 10



## LOTS 11 - 15



## LOTS 16 - 19



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:32 of 113
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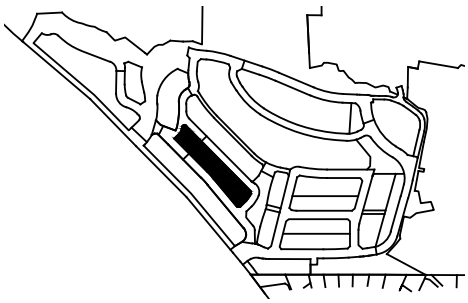
| Approved Form 27 | **Community Development Contract** | Sheet 32 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (Office Use Only) | | DP271416 (Office Use Only) |

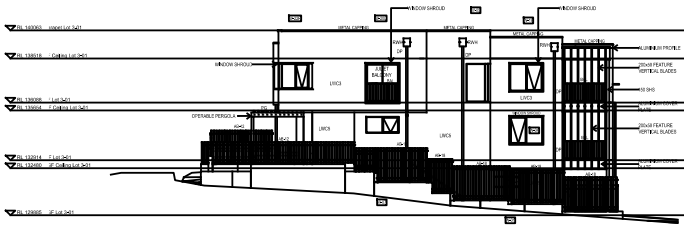
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: MDES-CAD-AR-HC-S03[6]-2-64 - ELEVATION - SIDE
DWG No.: MDES-CAD-AR-HC-S03[6]-2-65 - ELEVATION - SIDE
RECEIVED: 15 JULY 2025

# SUPER LOT 03
## SIDE ELEVATION
SCALE 1: 400

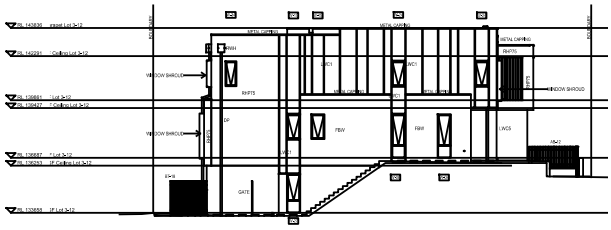


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

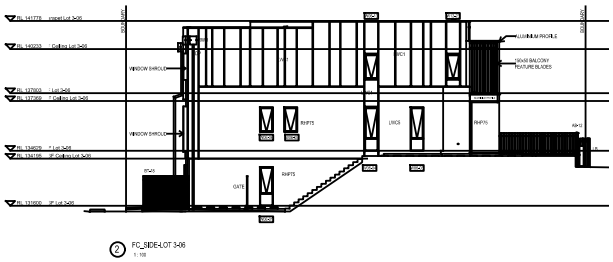
## LOT 01



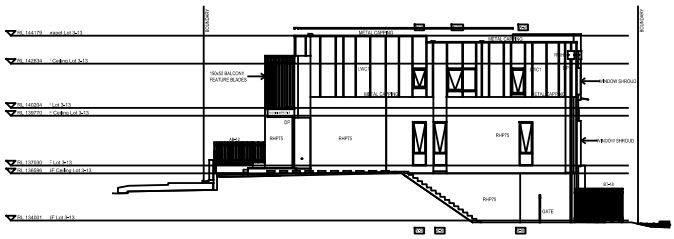
## LOT 12



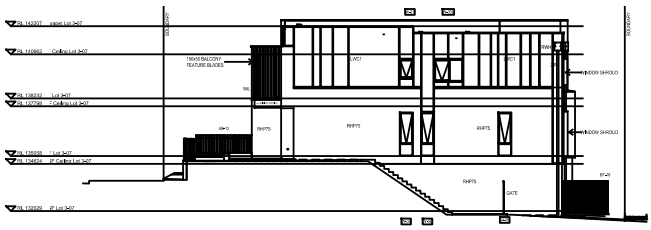
## LOT 06



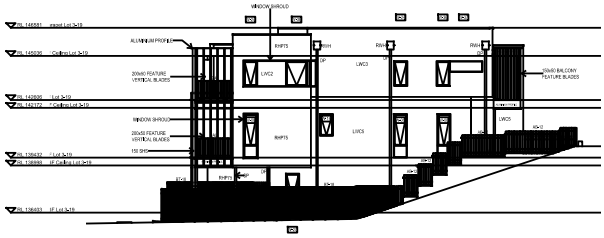
## LOT 13



## LOT 07



## LOT 19



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:33 of 113
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| Approved Form 27 | **Community Development Contract** | Sheet 33 of 113 sheet(s) |
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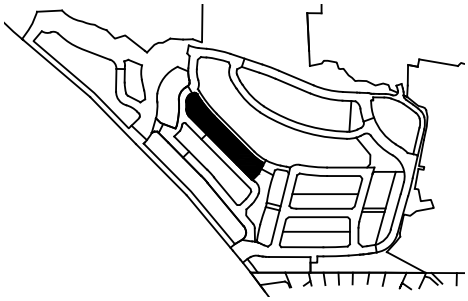
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-2-10-GROUND FLOOR PLAN - LOTS 05-01_05-07[9]-combined ground floor
RECEIVED: 15 JULY 2025

# SUPER LOT 05

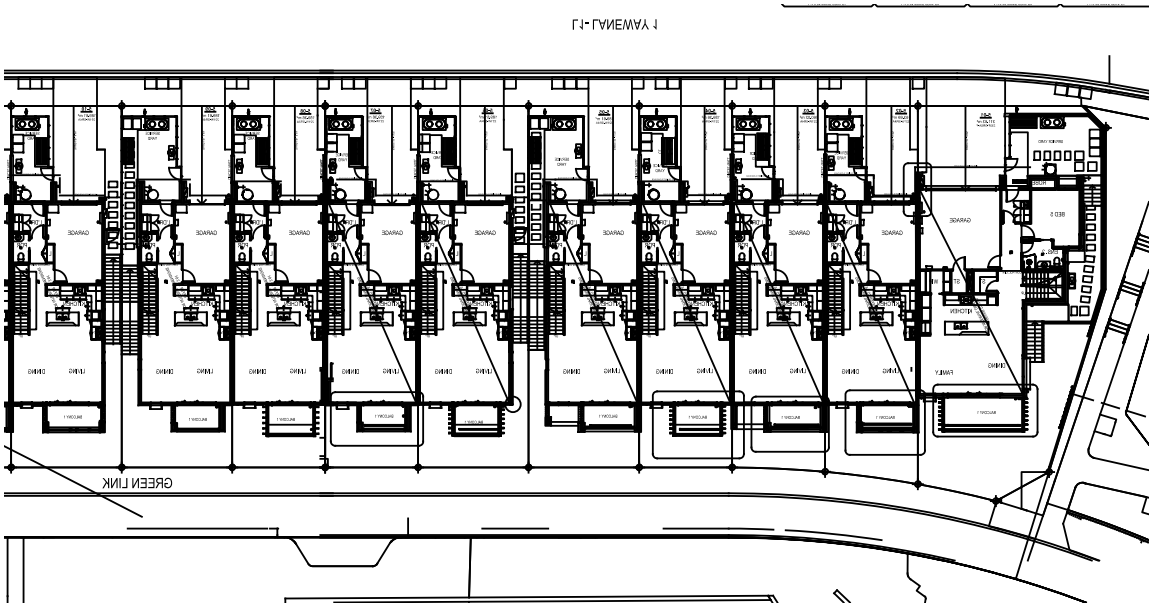
SCALE 1: 500



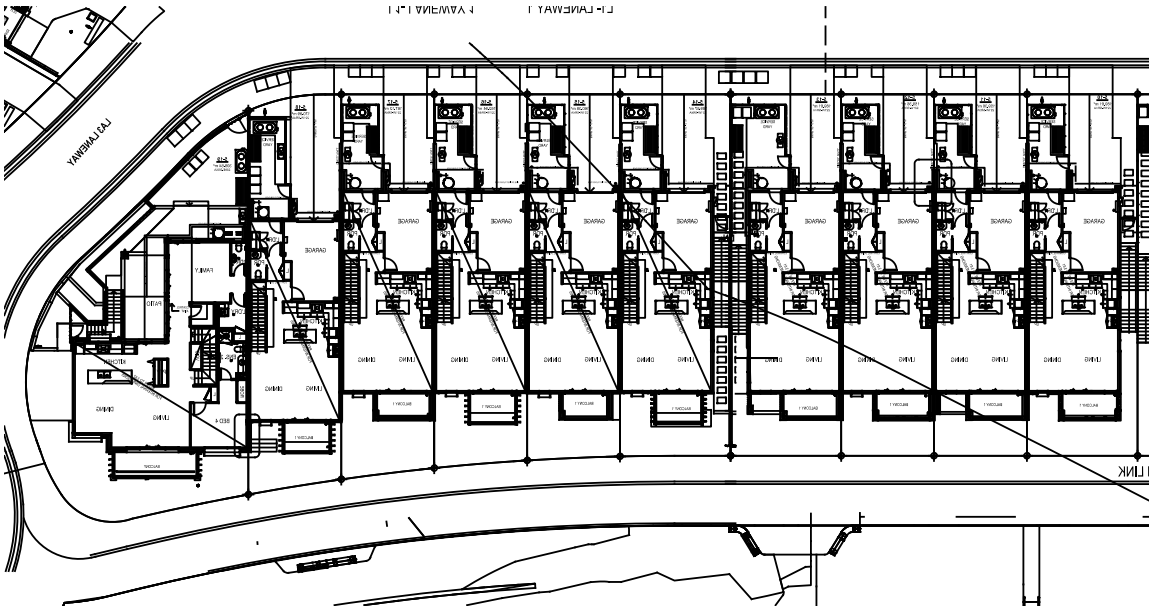
NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

MGA GDA 2020

## LOTS 01 - 09




## LOTS 09 - 19




CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:34 of 113
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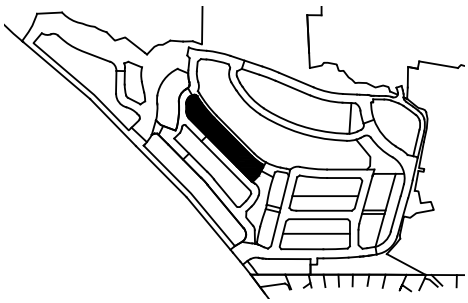
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-2-60-ELEVATION[6]
RECEIVED: 15 JULY 2025

# SUPER LOT 05
## FRONT ELEVATION
SCALE 1: 500



NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## LOTS 01 - 07

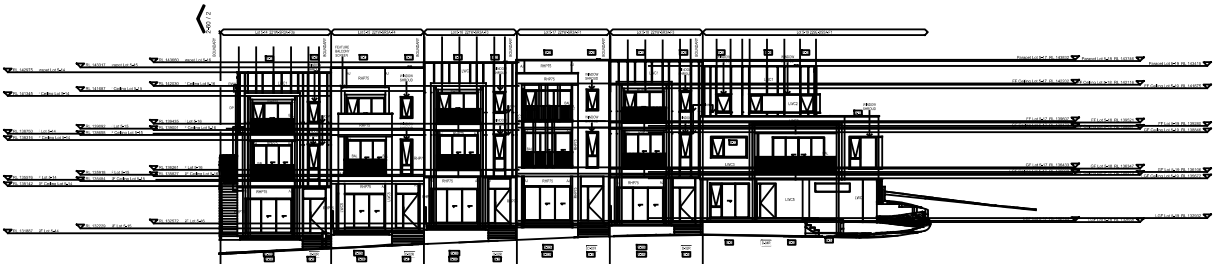


## LOTS 08 - 13



② FRONT ELEVATION SITE 5 LOTS 08 - 13

## LOTS 14 - 19



③ FRONT ELEVATION SITE 5 LOTS 14 - 19

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:35 of 113
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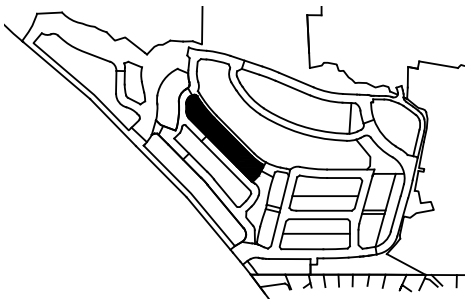
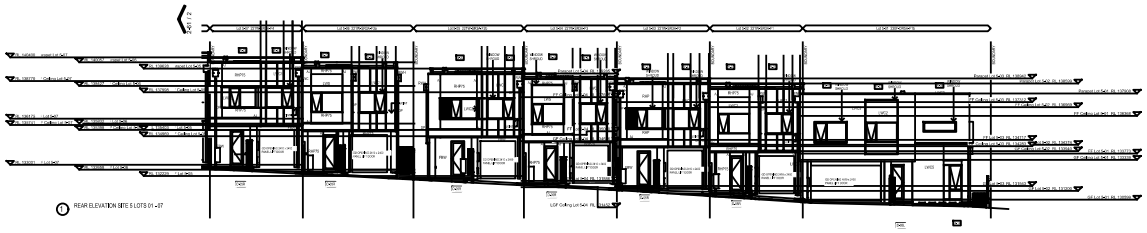
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-2-61-ELEVATION[6]
RECEIVED: 15 JULY 2025

# SUPER LOT 05
## REAR ELEVATION
SCALE 1: 500

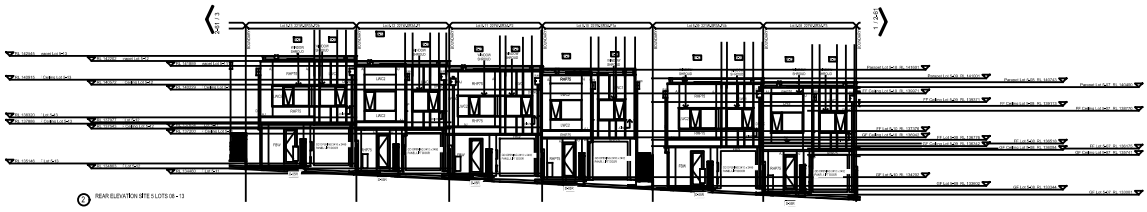


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

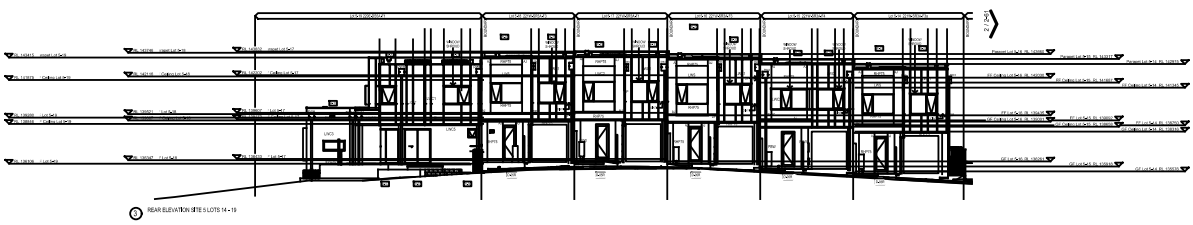
## LOTS 01 - 07




## LOTS 08 - 13




## LOTS 14 - 19




CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:36 of 113
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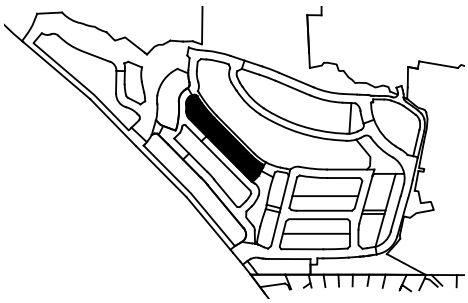
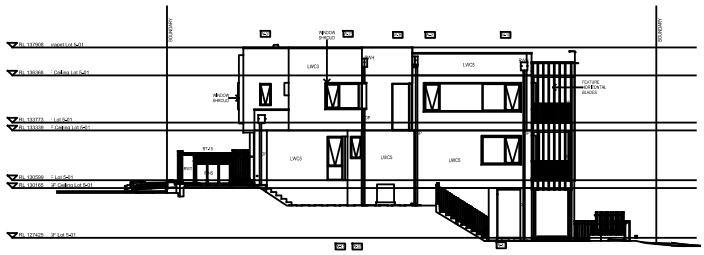
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-2-62-ELEVATION[6]
RECEIVED: 15 JULY 2025

# SUPER LOT 05
## SIDE ELEVATIONS
SCALE 1: 400

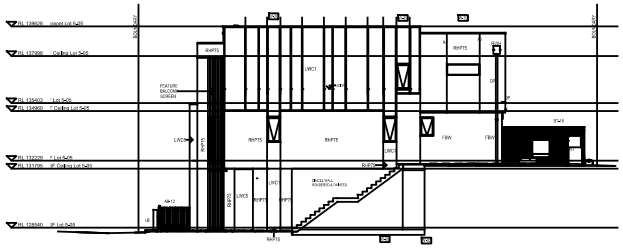


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## LOT 01

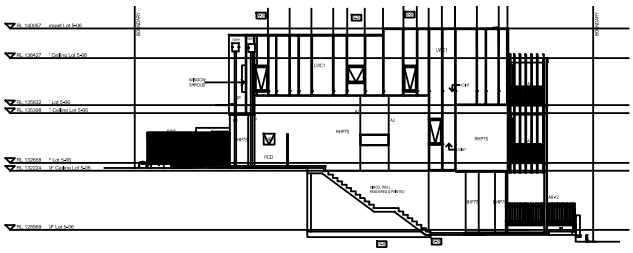


## LOT 05

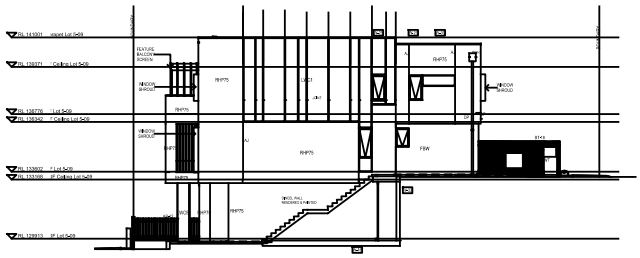


② SIDE ELEVATION SITE 5 LOT 05

## LOT 06



## LOT 09



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:37 of 113
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|---|---|---|
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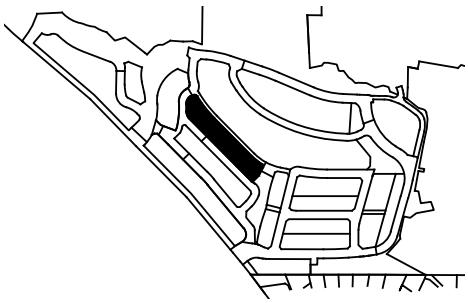
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-2-62-ELEVATION[6]
RECEIVED: 15 JULY 2025

# SUPER LOT 05
## SIDE ELEVATIONS
SCALE 1: 400



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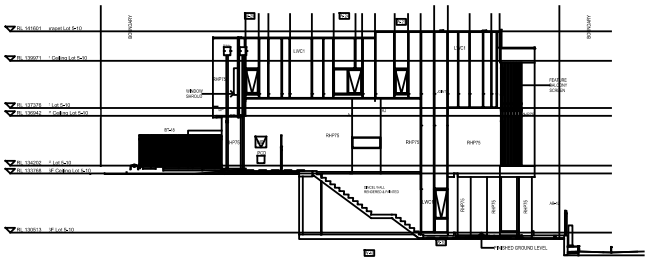
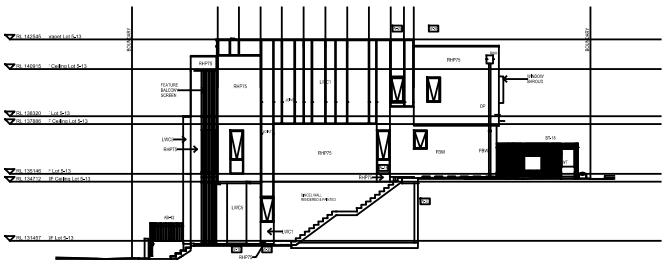
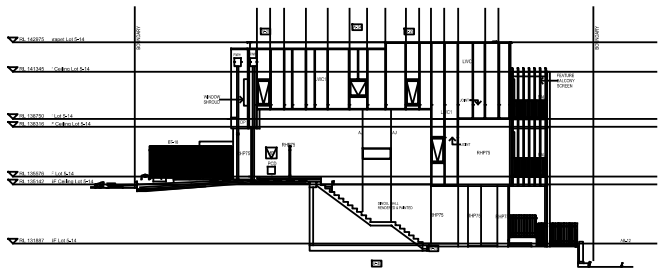
## LOT 10



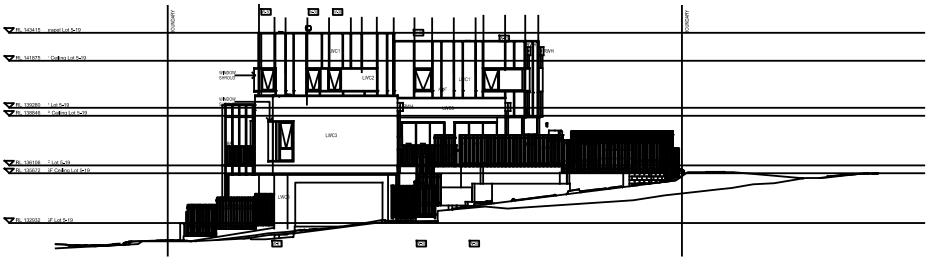
## LOT 13



## LOT 14



## LOT 19



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

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Version: 2, Version Date: 16/09/2025

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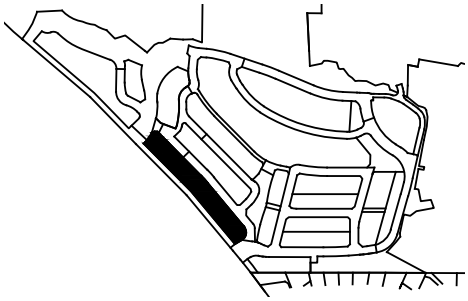
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-210-GROUND FLOOR PLAN LOTS 2-01_2-03[N]-combined-2
RECEIVED: 15 JULY 2025

# SUPER LOT 02

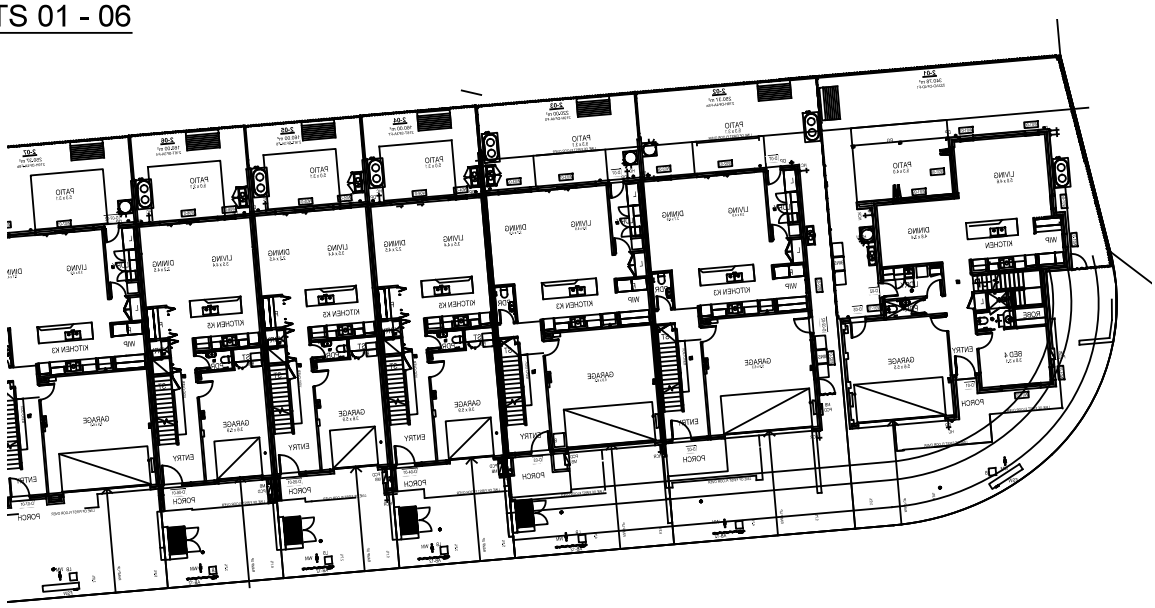
SCALE 1: 400



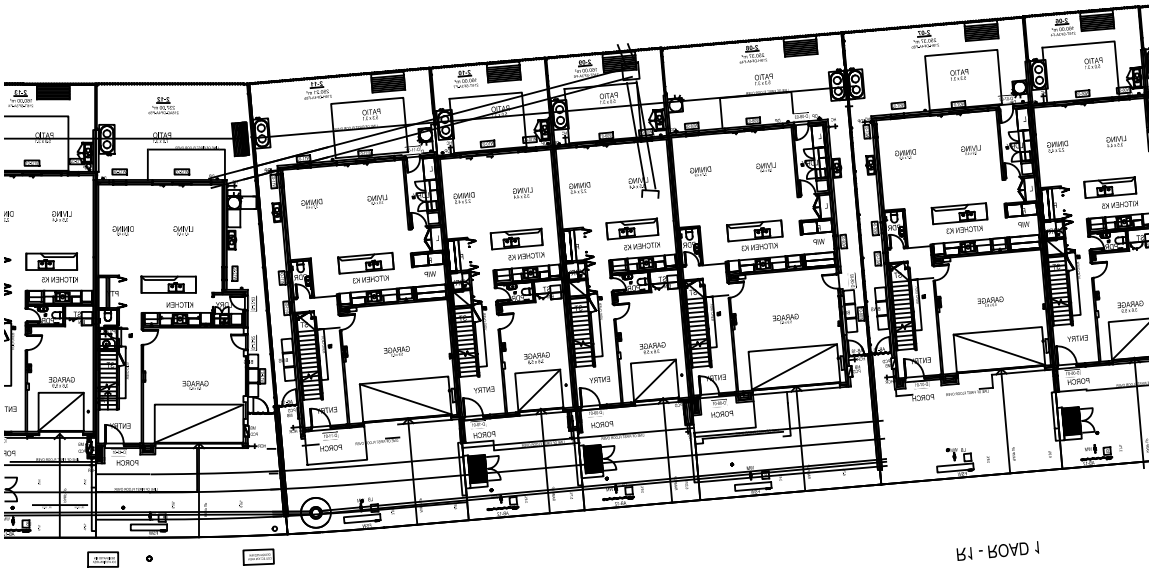
NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME




## LOTS 01 - 06



## LOTS 07 - 12



SEE SHEETS FOR ELEVATIONS

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:39 of 113
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| Approved Form 27 | **Community Development Contract** | Sheet 39 of 113 sheet(s) |
|---|---|---|
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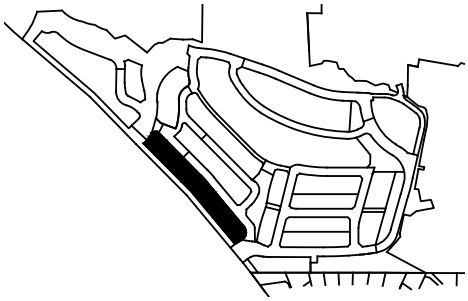
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-210-GROUND FLOOR PLAN LOTS 2-01_2-03[N]-combined-2
RECEIVED: 15 JULY 2025

# SUPER LOT 02

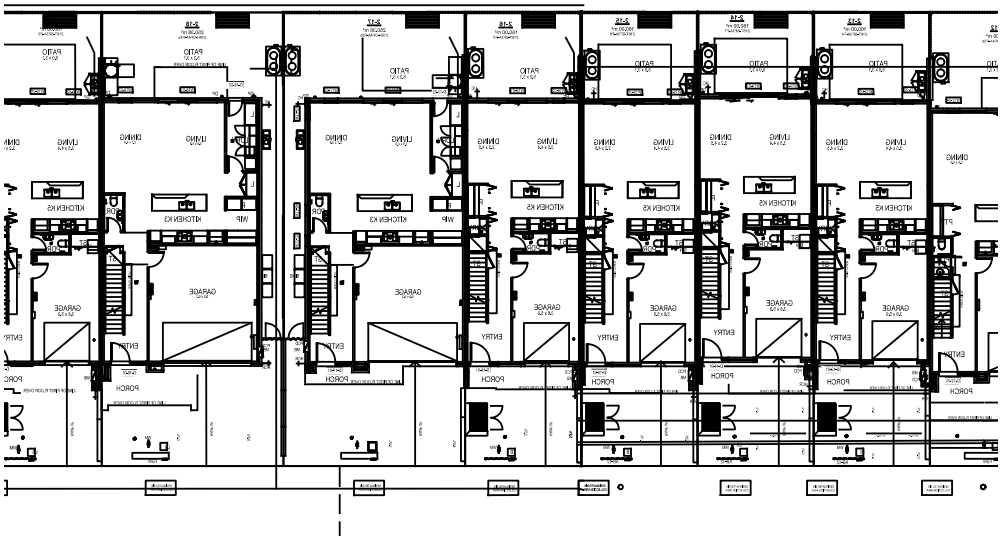
SCALE 1: 400



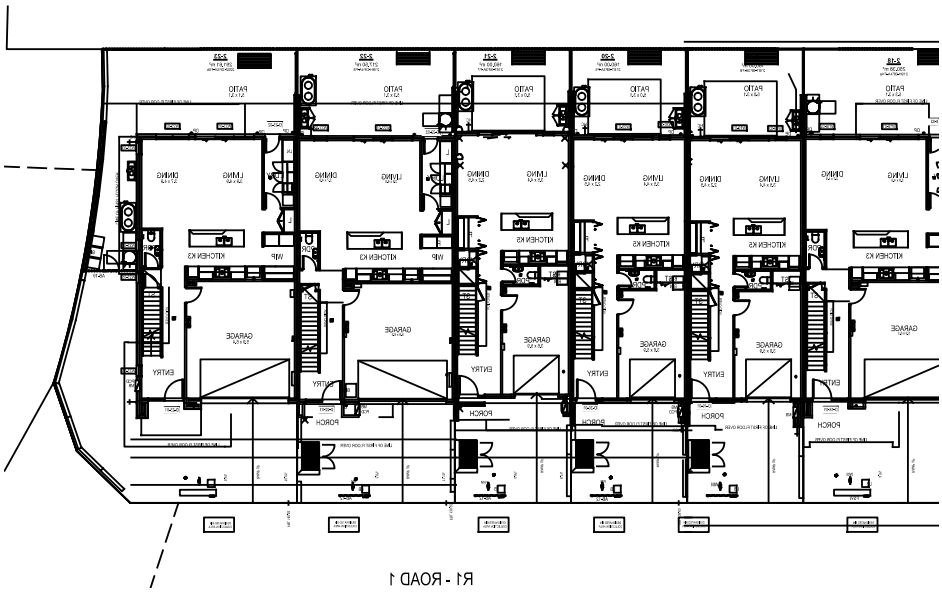
NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME




## LOTS 13 - 18



## LOTS 19 - 23




CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
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Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:40 of 113
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|---|---|---|
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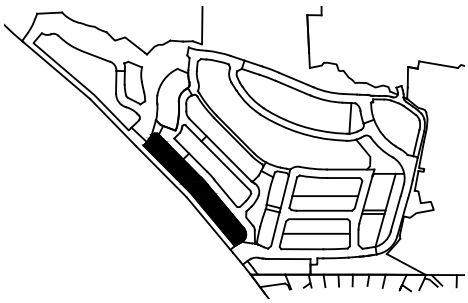
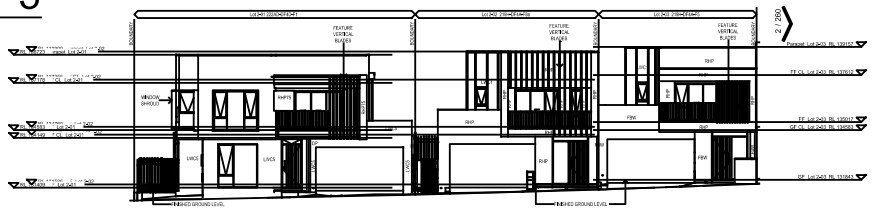
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD 02A-Sheet - 260 - ELEVATIONS
CAD 02B-Sheet - 260 - ELEVATIONS
RECEIVED: 15 JULY 2025

# SUPER LOT 02
## FRONT ELEVATIONS
SCALE 1: 400

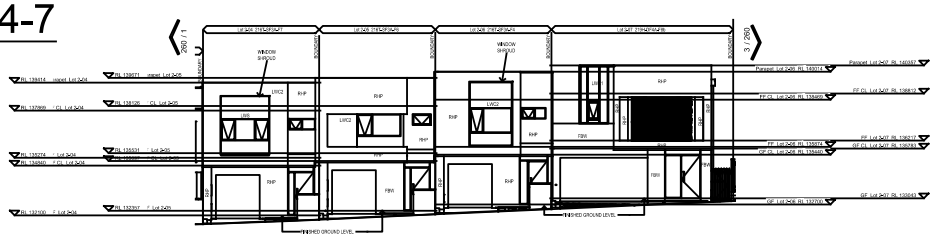


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

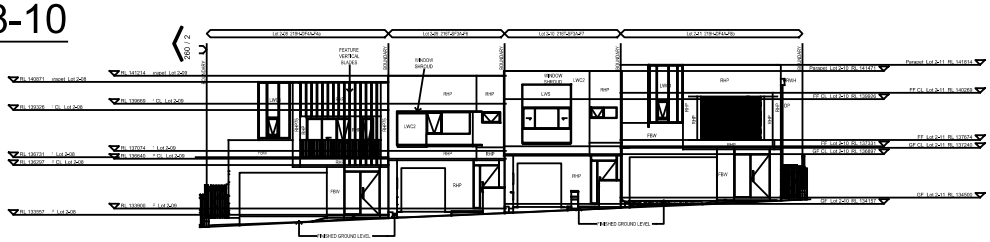
## LOTS 1-3



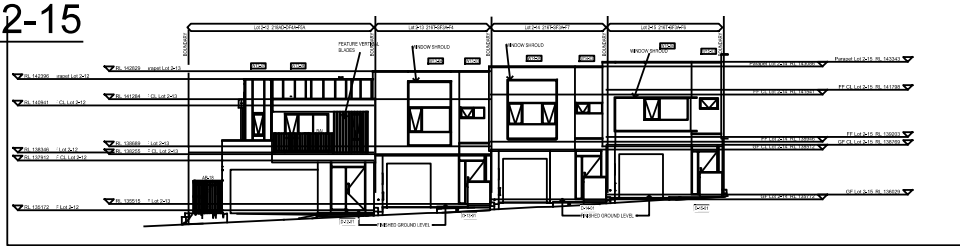
## LOTS 4-7



## LOTS 8-10



## LOTS 12-15



CAD REF: G:\Acquired\CR\Projects\2018__yr\011-18\Survey\GDA2020\Plans\Plan__88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:41 of 113
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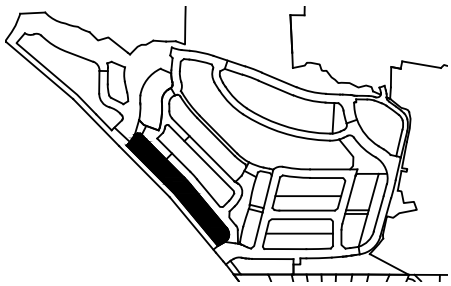
DWG No.: CAD 02B-Sheet - 260 - ELEVATIONS
CAD 02A-Sheet - 261 - ELEVATIONS
CAD 02B-Sheet - 261 - ELEVATIONS
RECEIVED: 15 JULY 2025

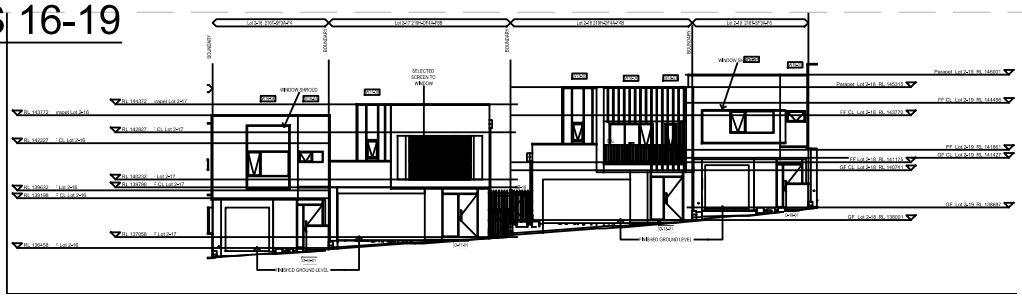
# SUPER LOT 02
## ELEVATIONS
SCALE 1: 400



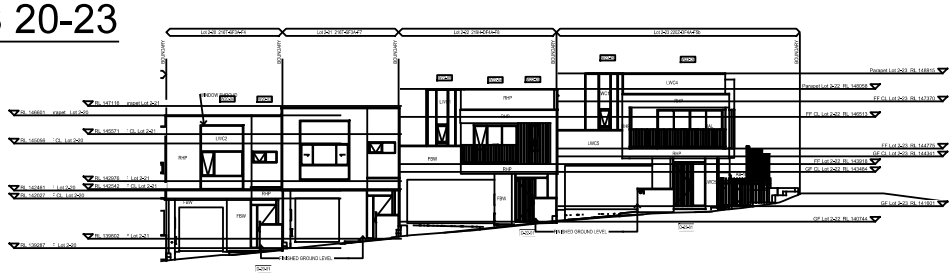
NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## FRONT ELEVATIONS

### LOTS 16-19

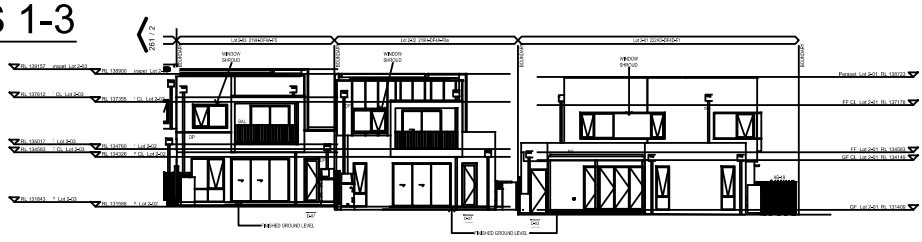


### LOTS 20-23

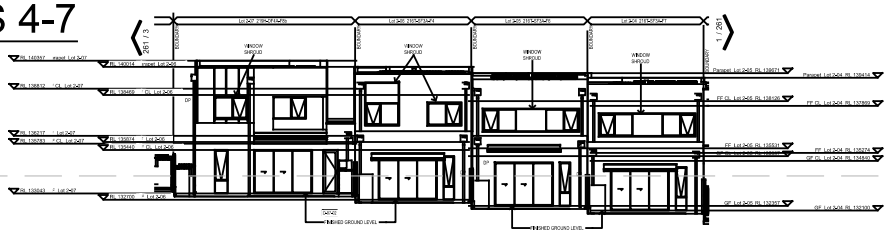


## REAR ELEVATIONS

### LOTS 1-3



### LOTS 4-7



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

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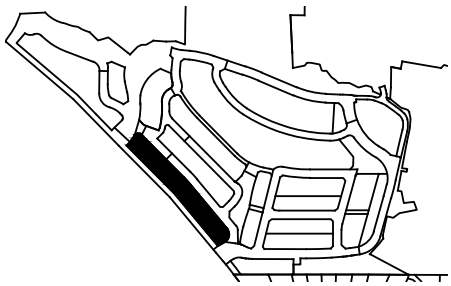
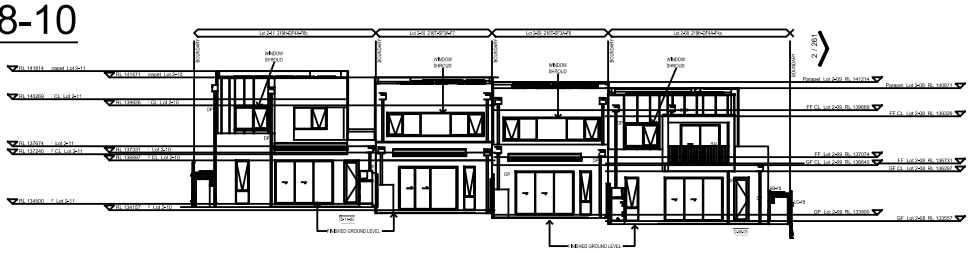
DWG No.: CAD 02A-Sheet - 261 - ELEVATIONS
CAD 02B-Sheet - 261 - ELEVATIONS
CAD 02B-Sheet - 262 - ELEVATIONS
RECEIVED: 15 JULY 2025

# SUPER LOT 02
## REAR ELEVATIONS
SCALE 1: 400

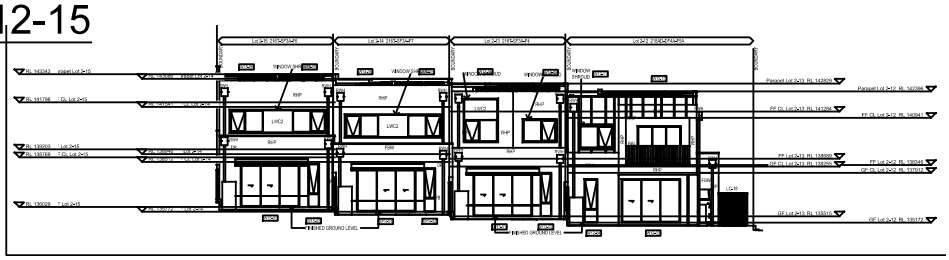


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

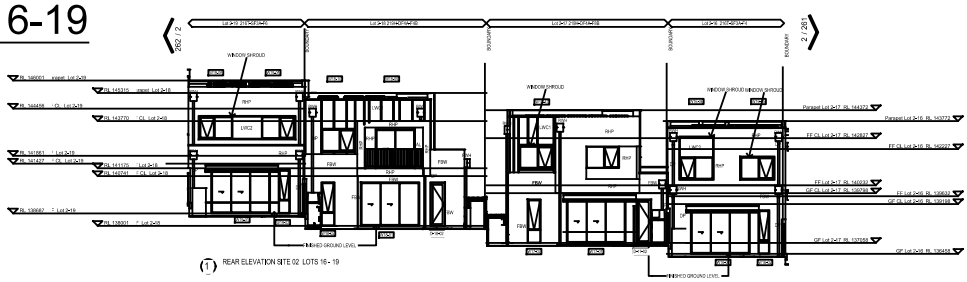
## LOTS 8-10



## LOTS 12-15

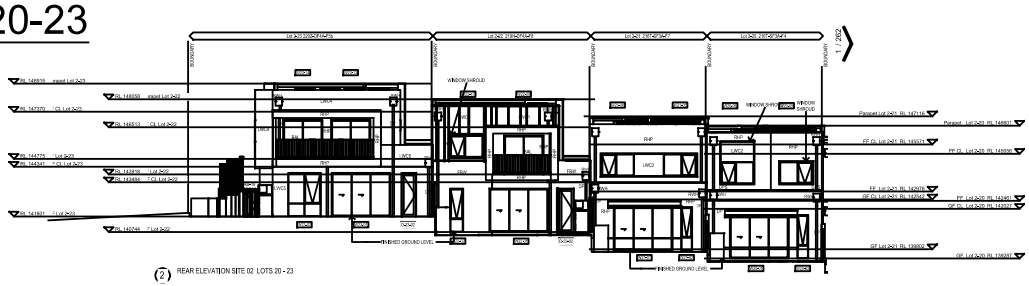


## LOTS 16-19



(1) REAR ELEVATION SITE 02 LOTS 16 - 19

## LOTS 20-23



(2) REAR ELEVATION SITE 02 LOTS 20 - 23

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:43 of 113
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|---|---|---|
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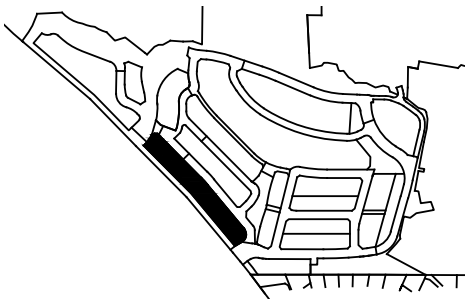
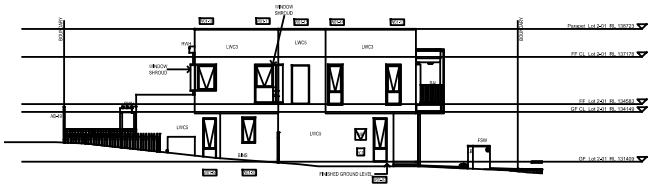
DWG No.: CAD 02A-Sheet - 262 - ELEVATIONS
CAD 02A-Sheet - 263 - ELEVATIONS
RECEIVED: 15 JULY 2025

# SUPER LOT 02
## SIDE ELEVATIONS
SCALE 1: 400

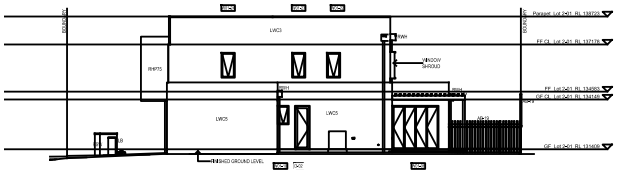


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

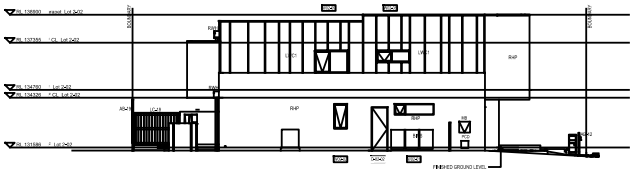
## LOT 1



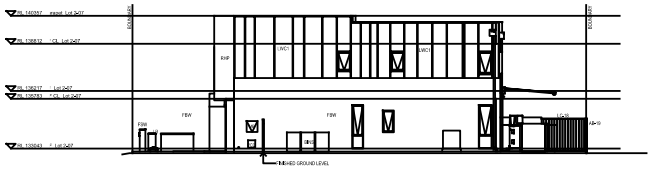
## LOT 1



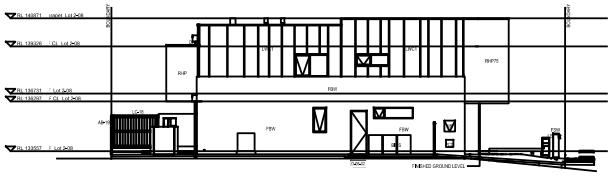
## LOT 2



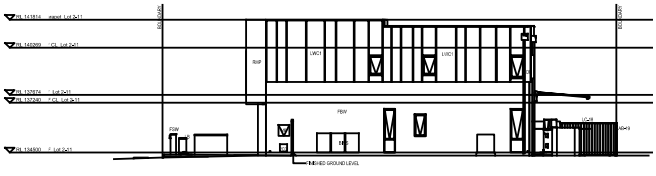
## LOT 7



## LOT 8



## LOT 11



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:44 of 113
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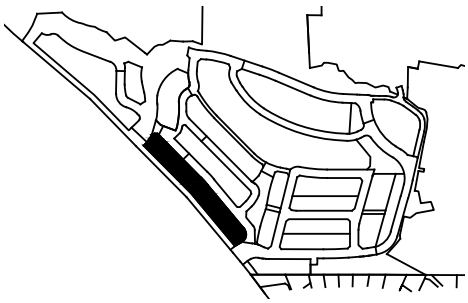
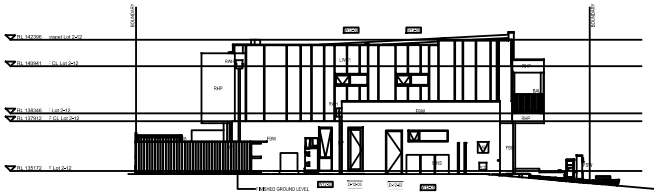
DWG No.: CAD 02B-Sheet - 263 - ELEVATIONS
CAD 02B-Sheet - 264 - ELEVATIONS
RECEIVED: 15 JULY 2025

# SUPER LOT 02
## SIDE ELEVATIONS
SCALE 1: 400

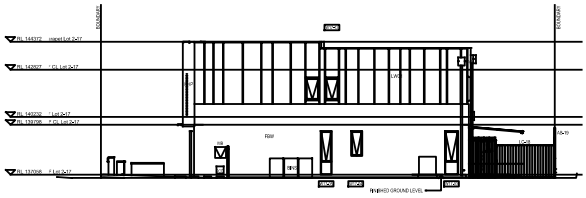


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

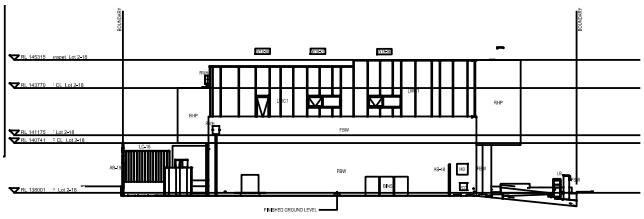
## LOT 12



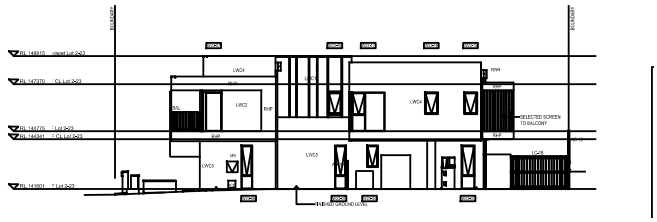
## LOT 17



## LOT 18



## LOT 23



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

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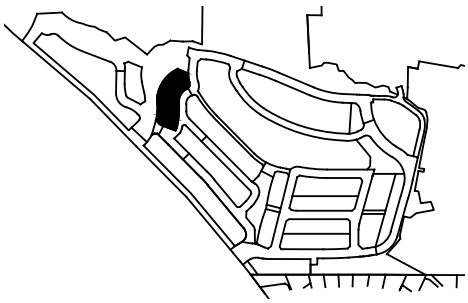
DWG No.: HN_S04A - Site-Sheet - 2-10 - GROUND FLOOR PLAN
HN_S04A - Site-Sheet - 2-60 - ELEVATIONS
RECEIVED: 17 DECEMBER 2024

# SUPER LOT 04

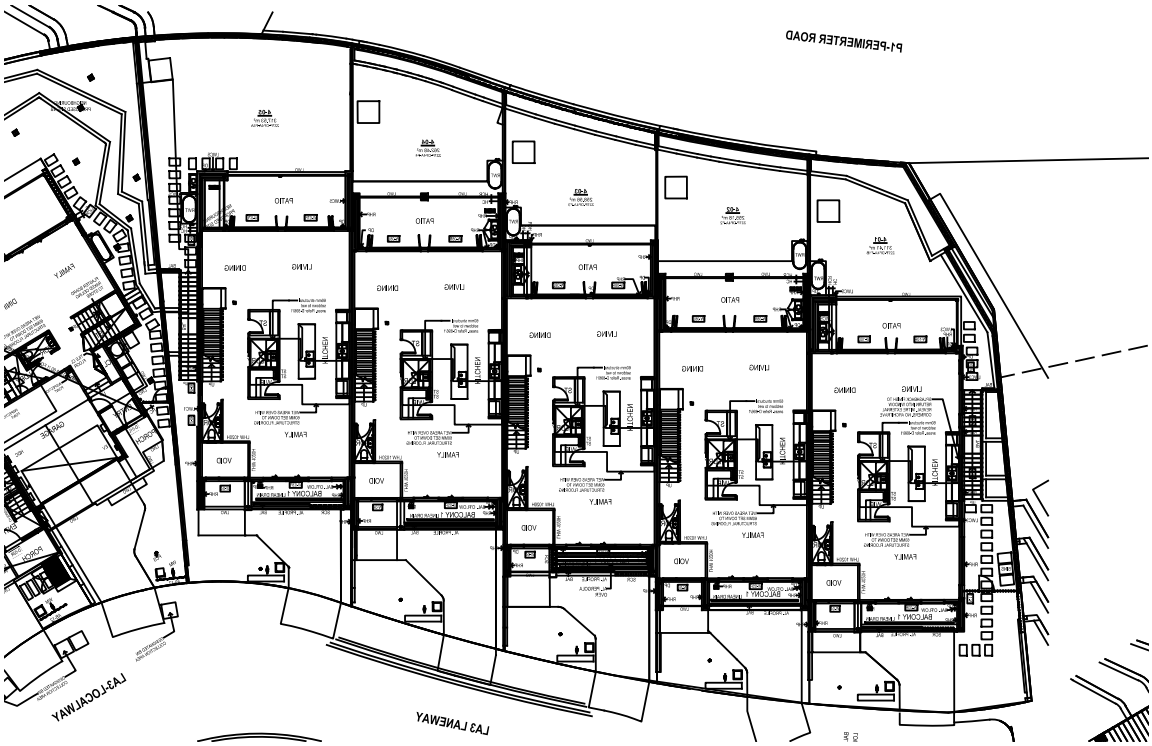
SCALE 1: 400



NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME




## LOTS 01 - 05




## FRONT ELEVATION
## LOTS 01 - 05



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:46 of 113
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|---|---|---|
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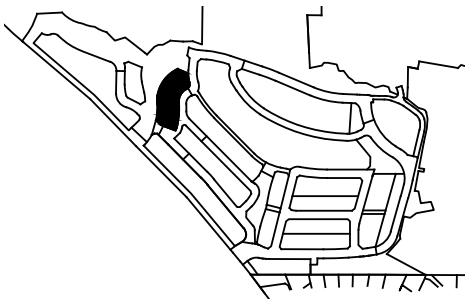
DWG No.: HN_S04A - Site-Sheet - 2-60 - ELEVATIONS
RECEIVED: 17 DECEMBER 2024

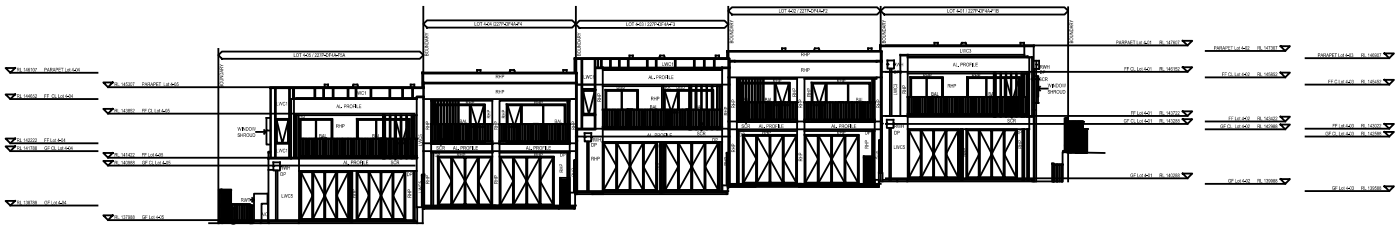
# SUPER LOT 04

SCALE 1: 400

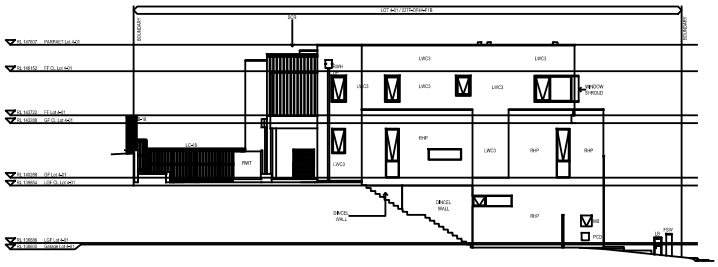


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

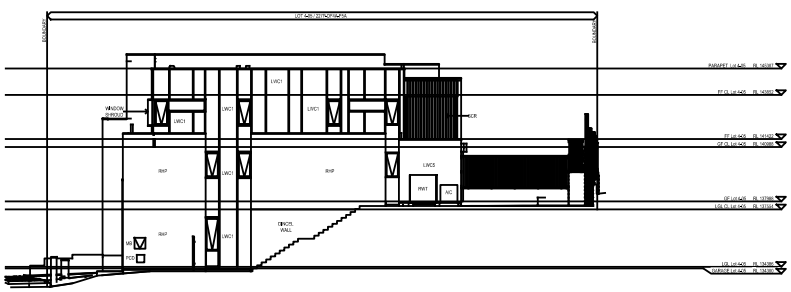
## REAR ELEVATION
LOTS 01 - 05



## SIDE ELEVATION
LOT 01



LOT 05



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:47 of 113
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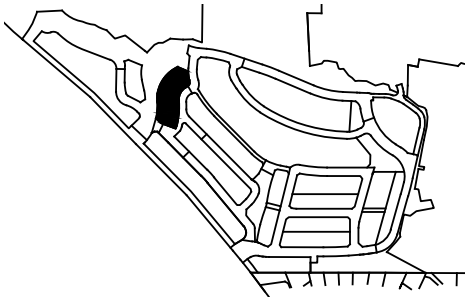
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: HN_S04B - Site-Sheet - 2-10 - GROUND FLOOR PLAN
HN_S04B - Site-Sheet - 2-60 - ELEVATION - FRONT - SIDE
RECEIVED: 17 DECEMBER 2024

# SUPER LOT 04

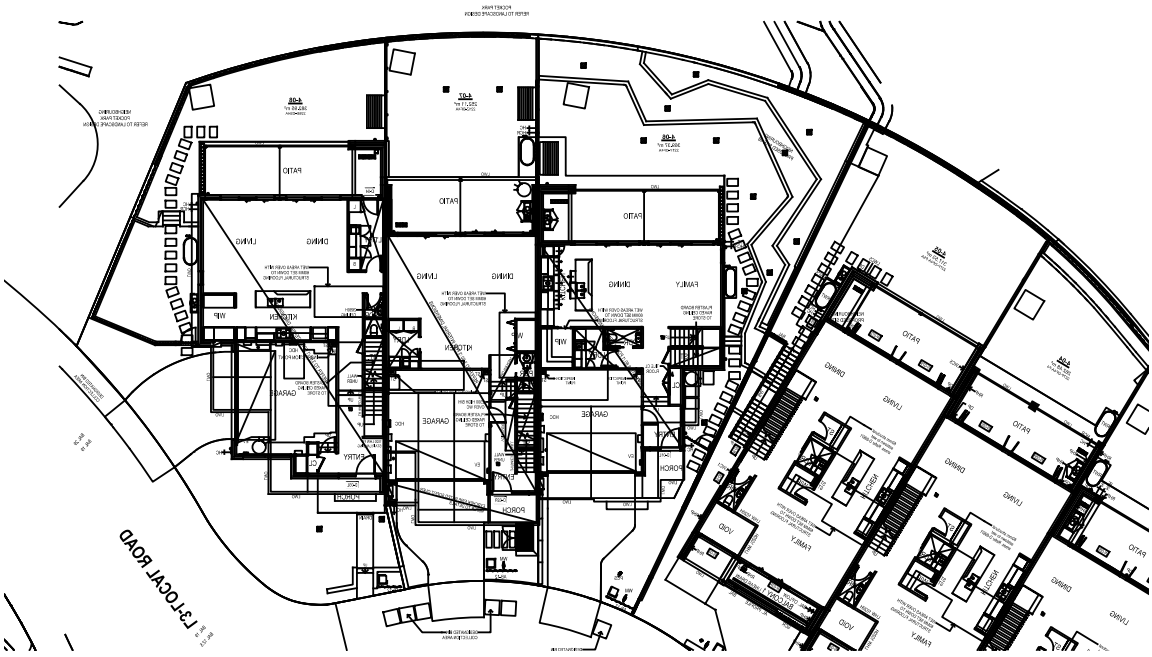
SCALE 1: 400



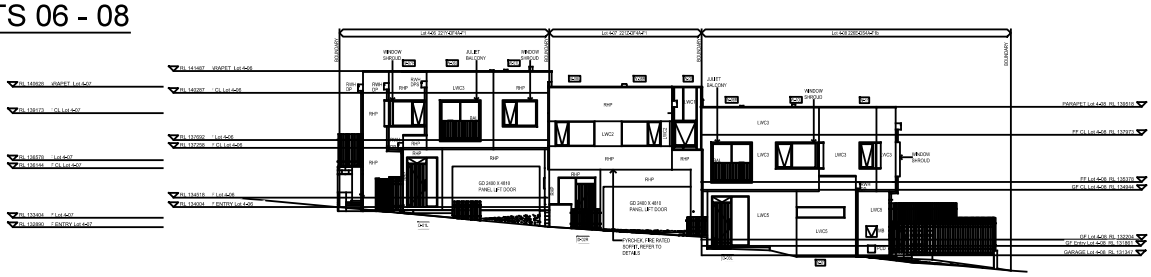
NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

MGA GDA 2020

## LOTS 06 - 08




## FRONT ELEVATION
## LOTS 06 - 08



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:48 of 113
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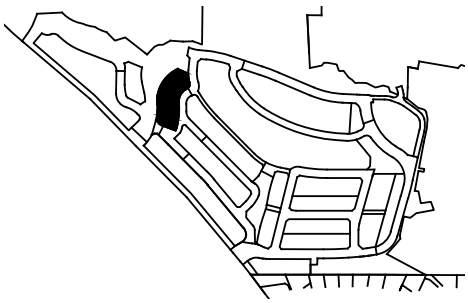
| Approved Form 27 | **Community Development Contract** | Sheet 48 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (Office Use Only) | | DP271416 (Office Use Only) |

THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: HN_S04B - Site-Sheet - 2-60 - ELEVATION - FRONT - SIDE
HN_S04B - Site-Sheet - 2-61 - ELEVATION - REAR - SIDE
RECEIVED: 17 DECEMBER 2024

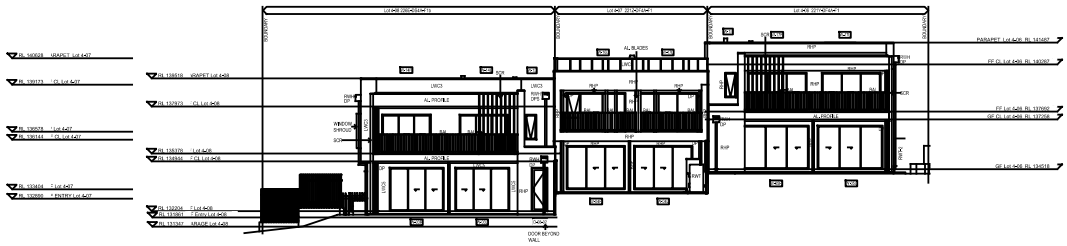
# SUPER LOT 04

SCALE 1: 400

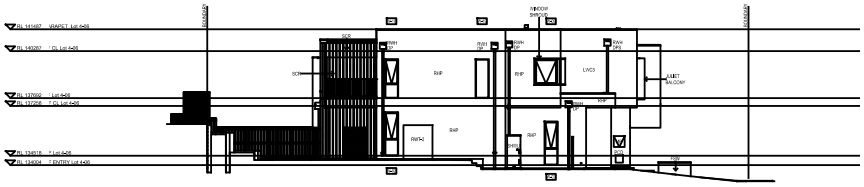


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

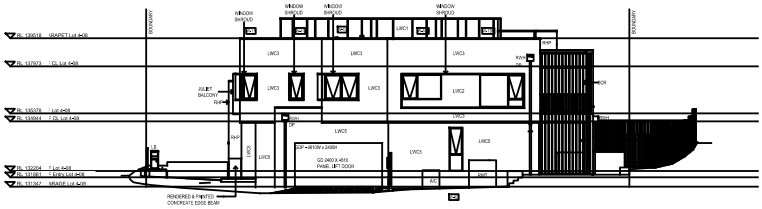
## REAR ELEVATION
### LOTS 06 - 08



## SIDE ELEVATION
### LOT 06



### LOT 08



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:49 of 113
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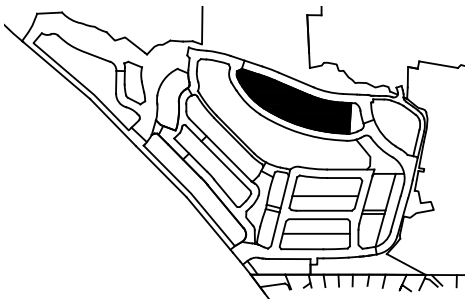
| Approved Form 27 | **Community Development Contract** | Sheet 49 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (Office Use Only) | | DP271416 (Office Use Only) |

THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-213-GROUND FLOOR PLAN - LOTS 13-1_13-17[N] - combined
RECEIVED: 15 JULY 2025

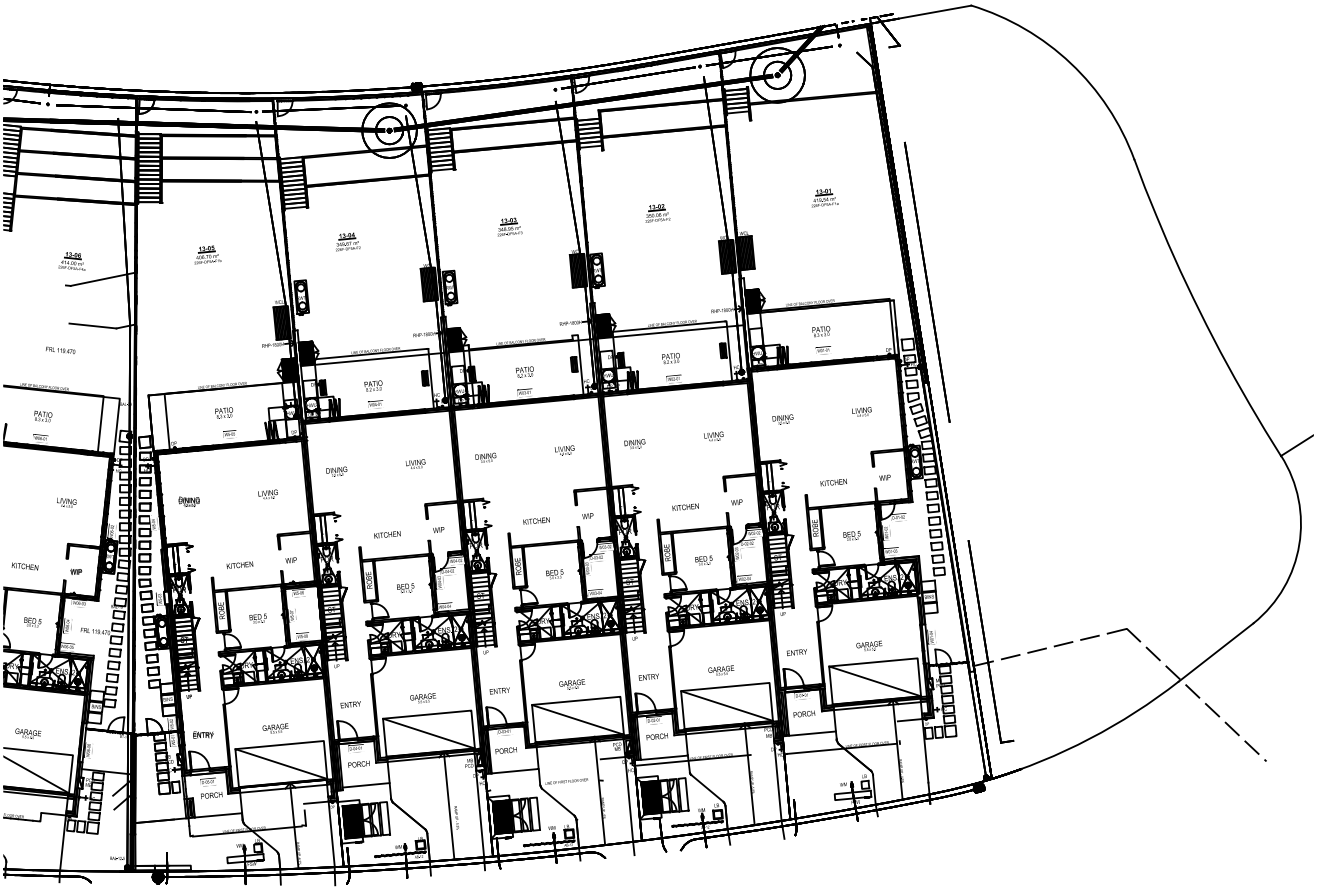
## SUPER LOT 13

SCALE 1: 400



NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## LOTS 01 - 05




CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:50 of 113
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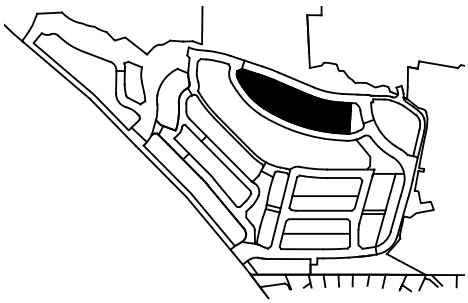
| Approved Form 27 | **Community Development Contract** | Sheet 50 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (REGISTRAR GENERAL NEW SOUTH WALES) | Office Use Only | Office Use Only<br>DP271416 |

THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-213-GROUND FLOOR PLAN - LOTS 13-1_13-17[N] - combined
RECEIVED: 15 JULY 2025

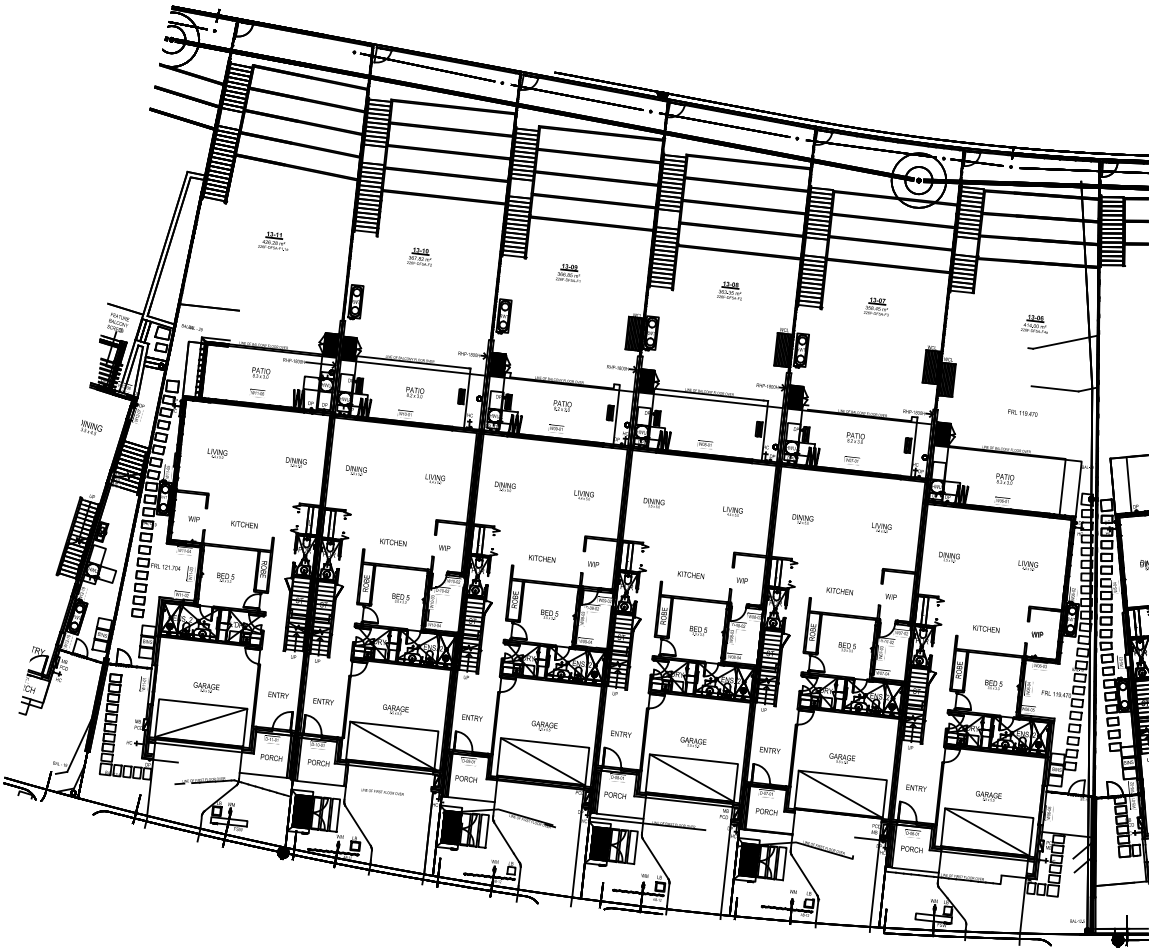
# SUPER LOT 13

SCALE 1: 400



NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## LOTS 06 - 11




CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:51 of 113
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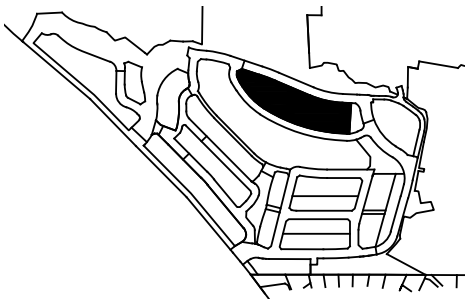
| Approved Form 27 | **Community Development Contract** | Sheet 51 of 113 sheet(s) |
|---|---|---|
| Office Use Only<br>Registered: 13/10/2025 | | Office Use Only<br>DP271416 |

THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-213-GROUND FLOOR PLAN - LOTS 13-1_13-17[N] - combined
RECEIVED: 15 JULY 2025

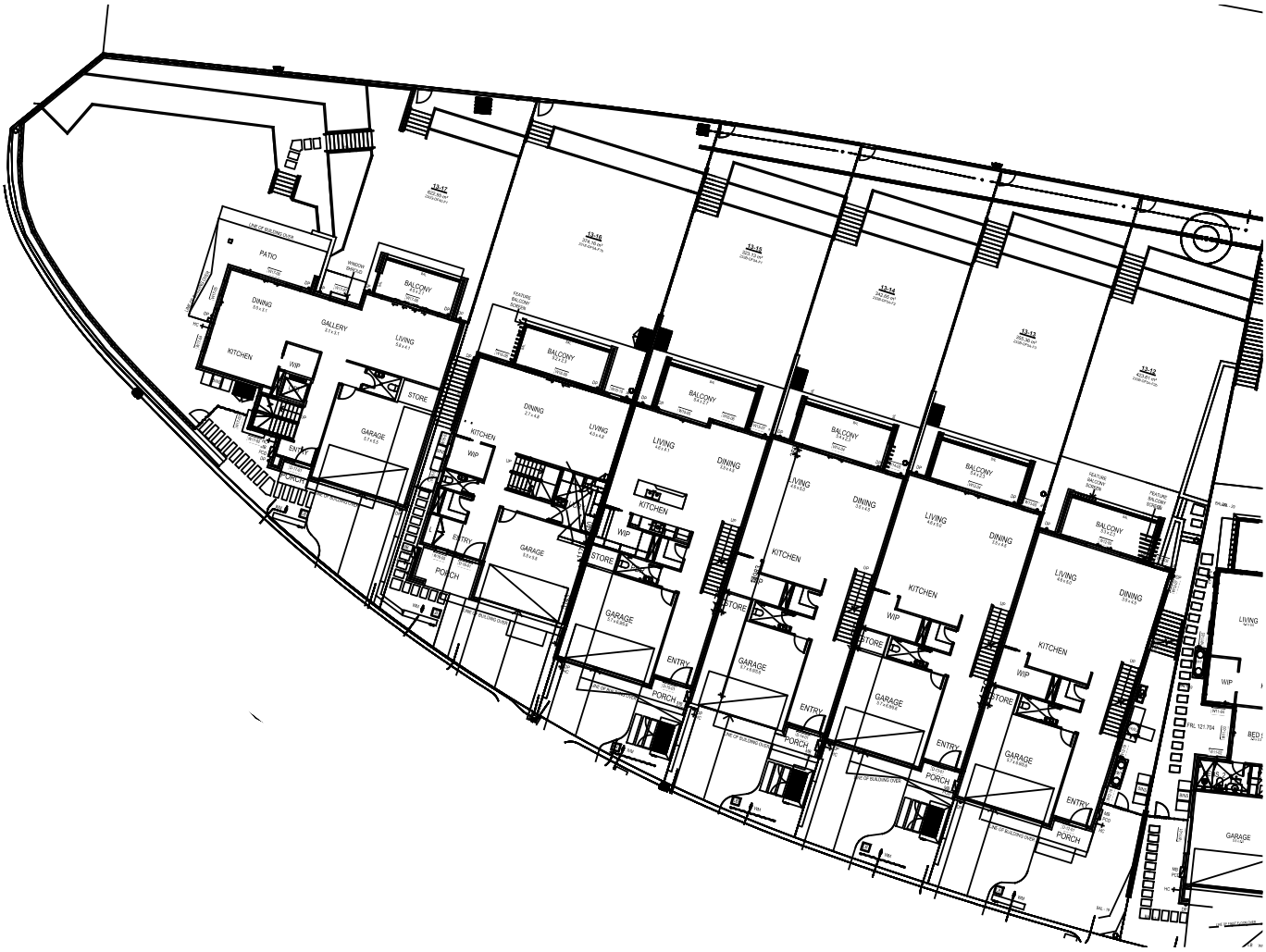
# SUPER LOT 13

SCALE 1: 400



NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## LOTS 12 - 17




CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:52 of 113
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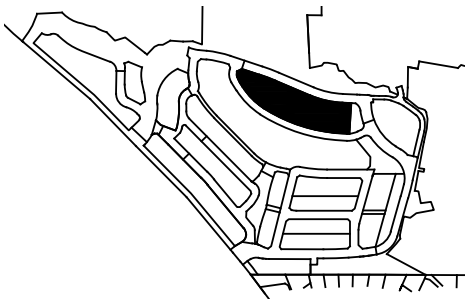
| Approved Form 27 | **Community Development Contract** | Sheet 52 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (Office Use Only) | | DP271416 (Office Use Only) |

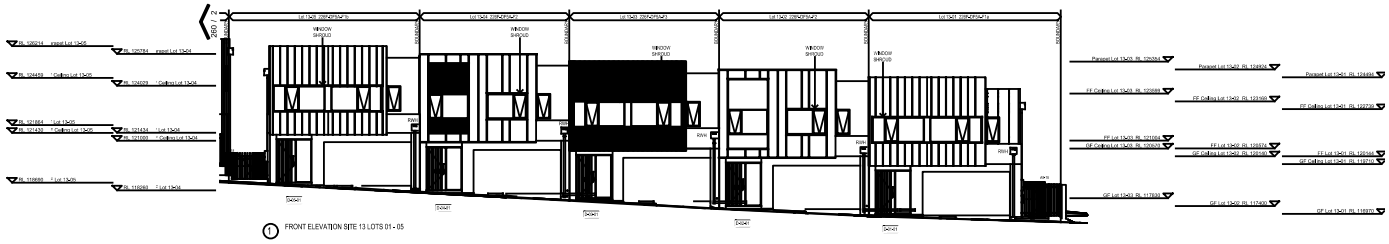
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-260-ELEVATIONS[N]
RECEIVED: 15 JULY 2025

# SUPER LOT 13
## FRONT ELEVATIONS
SCALE 1: 400



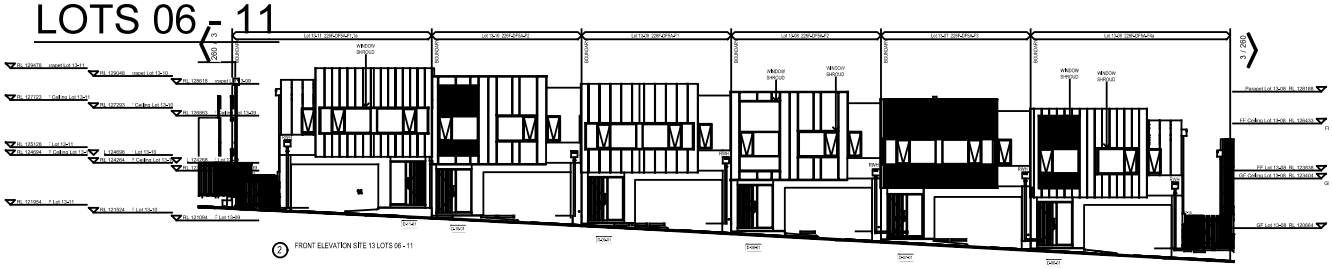
NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## LOTS 01 - 05



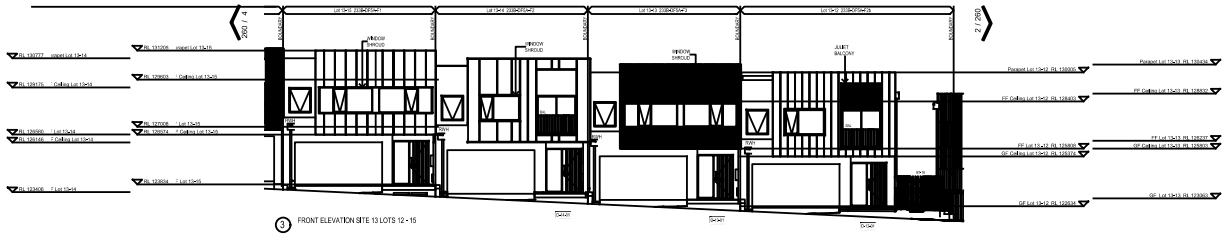
① FRONT ELEVATION SITE 13 LOTS 01 - 05

## LOTS 06 - 11



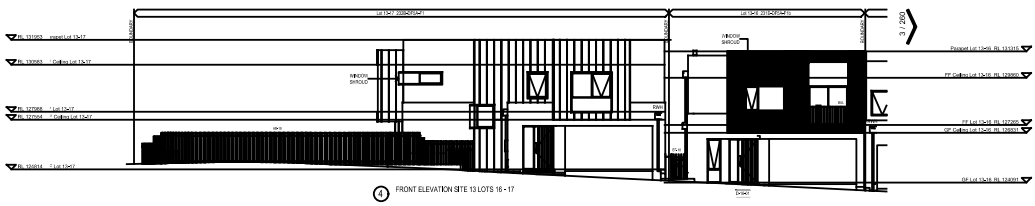
② FRONT ELEVATION SITE 13 LOTS 06 - 11

## LOTS 12 - 15



③ FRONT ELEVATION SITE 13 LOTS 12 - 15

## LOTS 16 - 17



④ FRONT ELEVATION SITE 13 LOTS 16 - 17

CAD REF: G:\Acquired\CR\Projects\2018__yr\011-18\Survey\GDA2020\Plans\Plan__88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:53 of 113
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|---|---|---|
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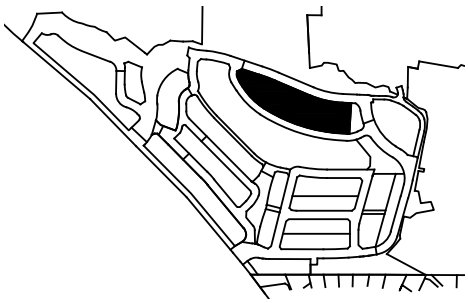
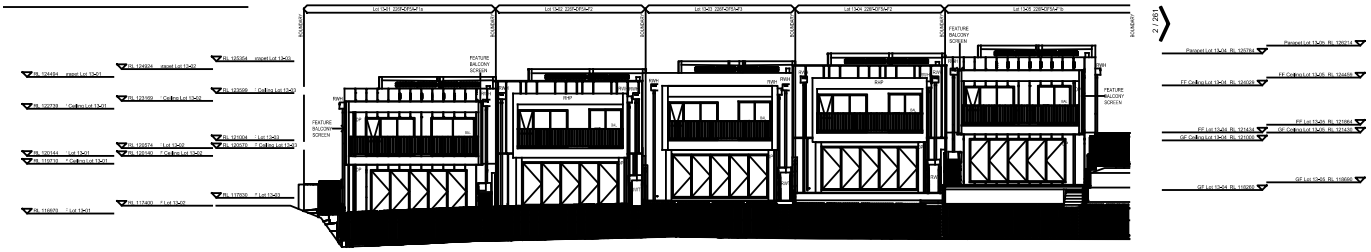
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-261-ELEVATIONS[N]
CAD-AR-262-ELEVATIONS[N]
RECEIVED: 15 JULY 2025

# SUPER LOT 13
## REAR ELEVATIONS
SCALE 1: 400

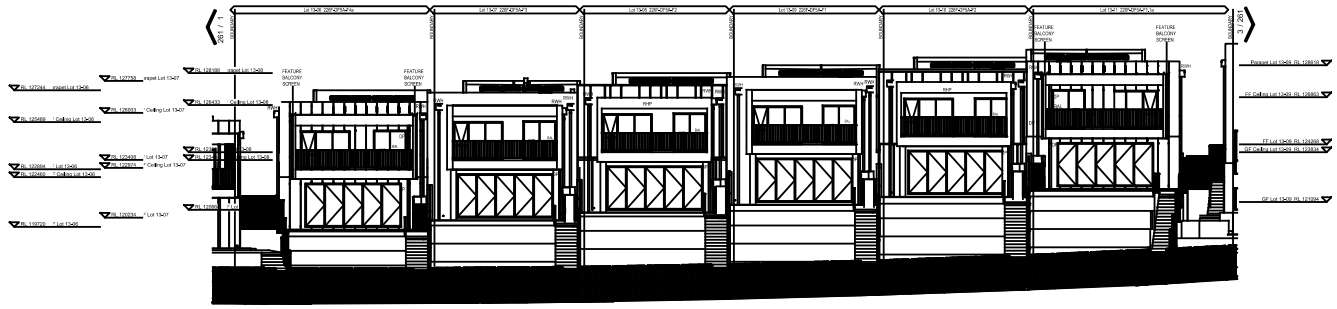


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## LOTS 01 - 05



## LOTS 06 - 11



## LOTS 12 - 15



## LOTS 16 - 17



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

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|---|---|---|
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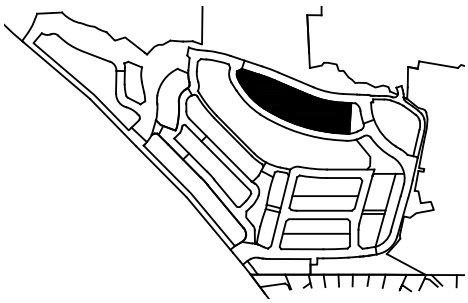
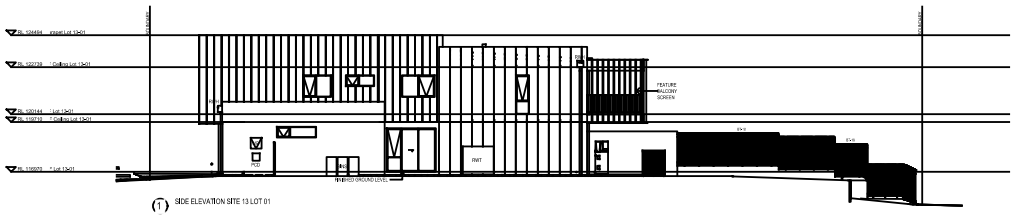
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-262-ELEVATIONS[N]
CAD-AR-263-ELEVATIONS[N]
RECEIVED: 15 JULY 2025

# SUPER LOT 13
## SIDE ELEVATIONS
SCALE 1: 400



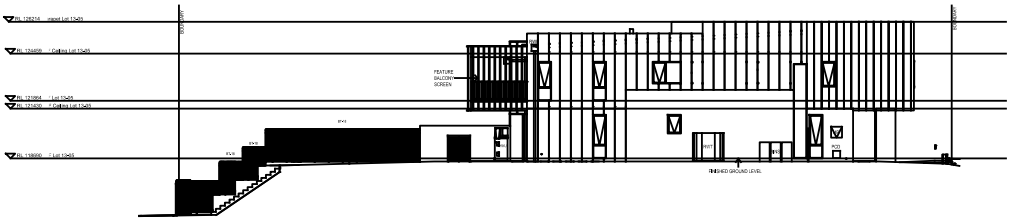
NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## LOT 01

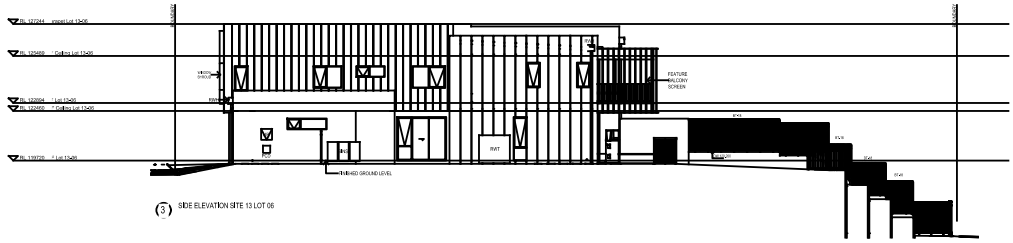



(1) SIDE ELEVATION SITE 13 LOT 01

## LOT 05

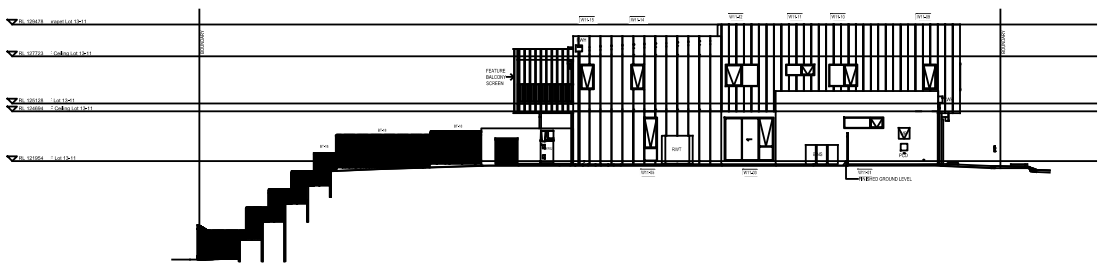



## LOT 06




(3) SIDE ELEVATION SITE 13 LOT 06

## LOT 11




CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

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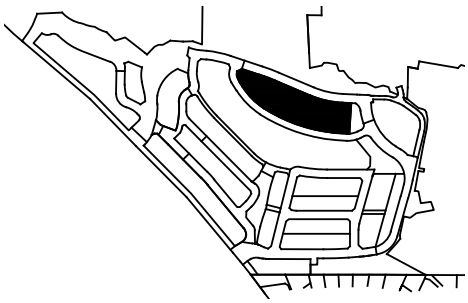
| Approved Form 27 | **Community Development Contract** | Sheet 55 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (Office Use Only) | | DP271416 (Office Use Only) |

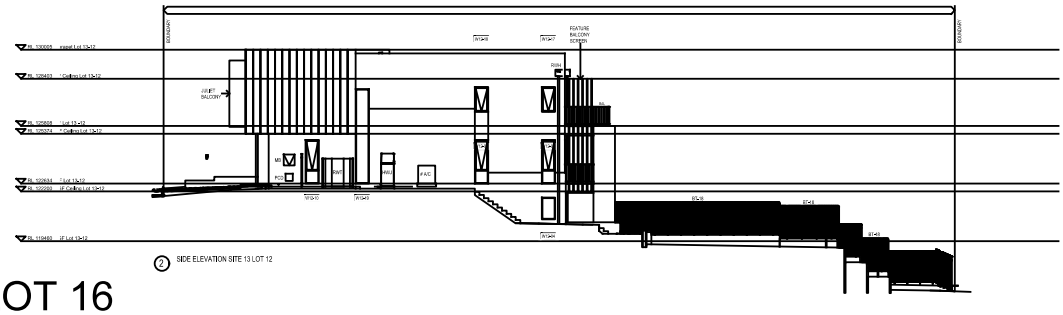
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-263-ELEVATIONS[N]
CAD-AR-264-ELEVATIONS[N]
RECEIVED: 15 JULY 2025

# SUPER LOT 13
## SIDE ELEVATIONS
SCALE 1: 400



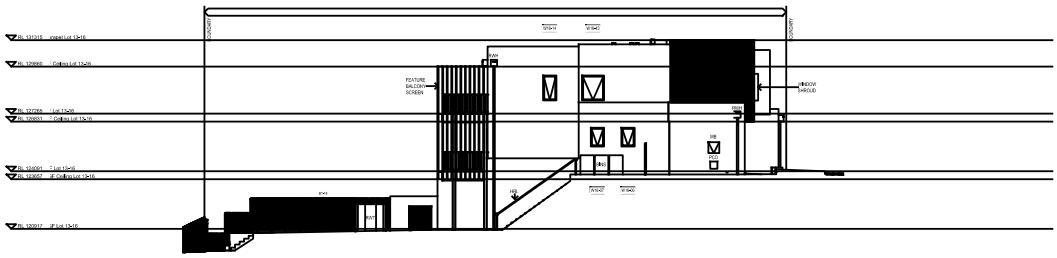
NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## LOT 12

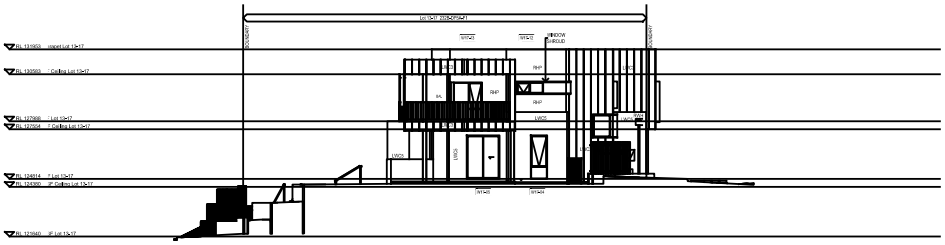


② SIDE ELEVATION SITE 13 LOT 12

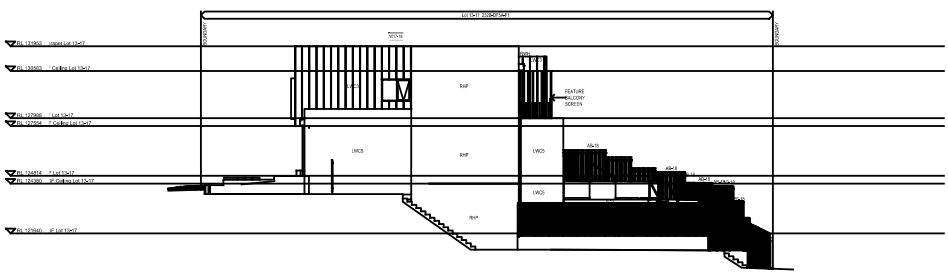
## LOT 16



## LOT 17



## LOT 17



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:56 of 113
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| Approved Form 27 | **Community Development Contract** | Sheet 56 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (Office Use Only) | | DP271416 (Office Use Only) |

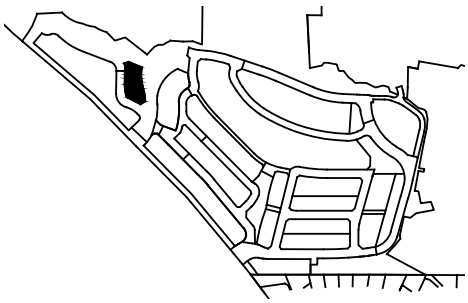
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 210 - North Homes SL1 Combined 262
RECEIVED: 15 JULY 2025
18 JULY 2025

NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

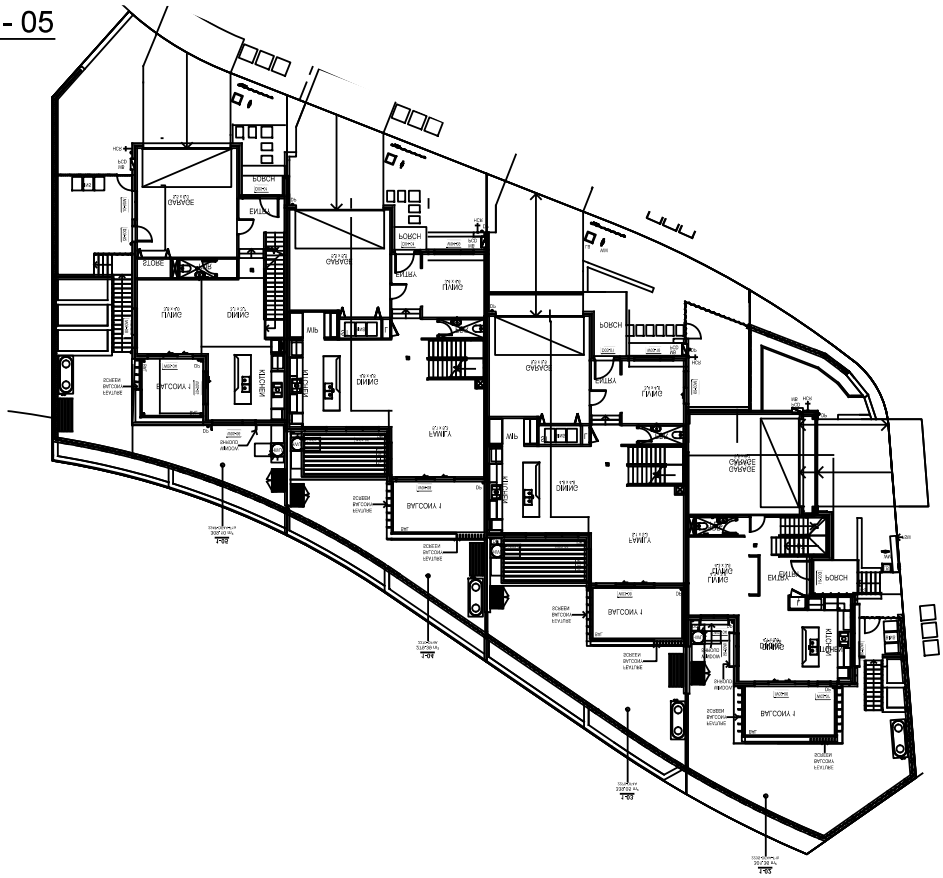
## SUPER LOT 01

SCALE 1: 400

MGA GDA 2020

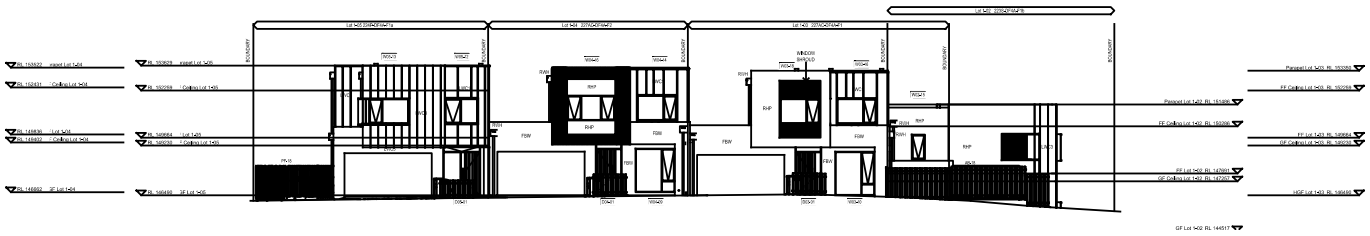


## LOTS 02 - 05



FRONT ELEVATIONS

## LOTS 02-05



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:57 of 113
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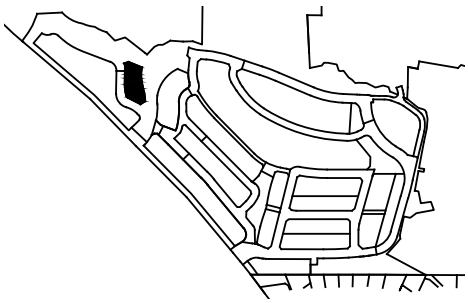
| Approved Form 27 | **Community Development Contract** | Sheet 57 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (Office Use Only) | | DP271416 (Office Use Only) |

THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 262
RECEIVED: 18 JULY 2025

# SUPER LOT 01
## ELEVATIONS
SCALE 1: 400

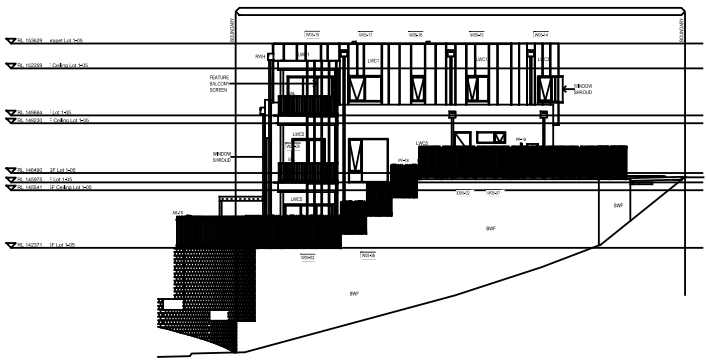


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## REAR ELEVATIONS
## LOTS 02-05



## SIDE ELEVATION
## LOT 05



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:58 of 113
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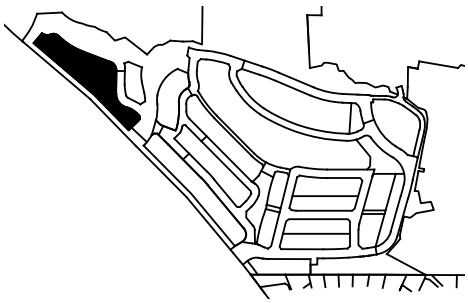
| Approved Form 27 | **Community Development Contract** | Sheet 58 of 113 sheet(s) |
|---|---|---|
| Registered: 13/10/2025 (REGISTRAR GENERAL NEW SOUTH WALES) Office Use Only | | Office Use Only DP271416 |

THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 210 - North Homes SL1 Combined
RECEIVED: 15 JULY 2025

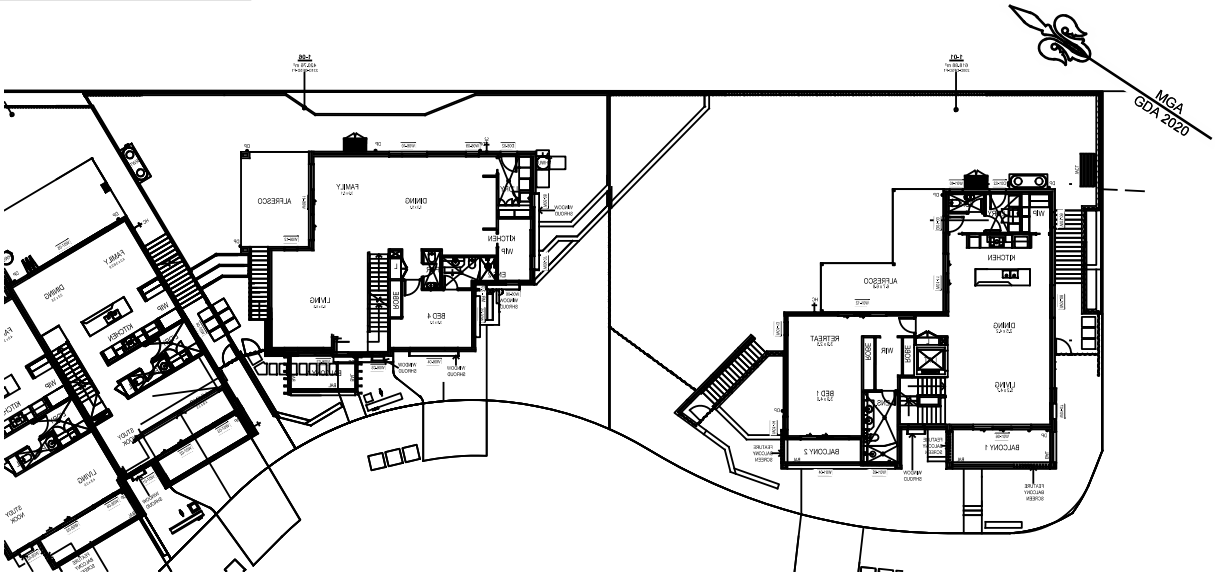
## SUPER LOT 01

SCALE 1: 400

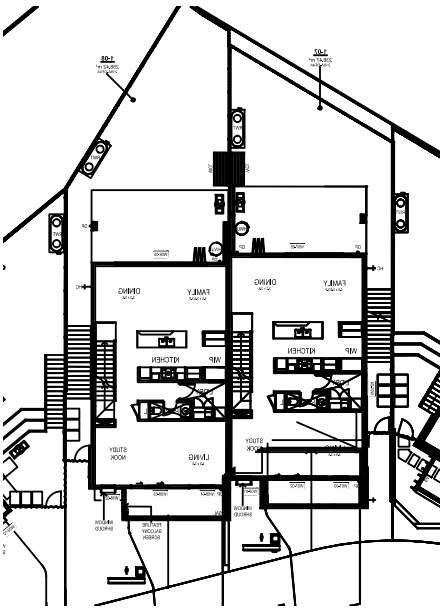


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

## LOTS 01 & 06




## LOTS 07 & 08



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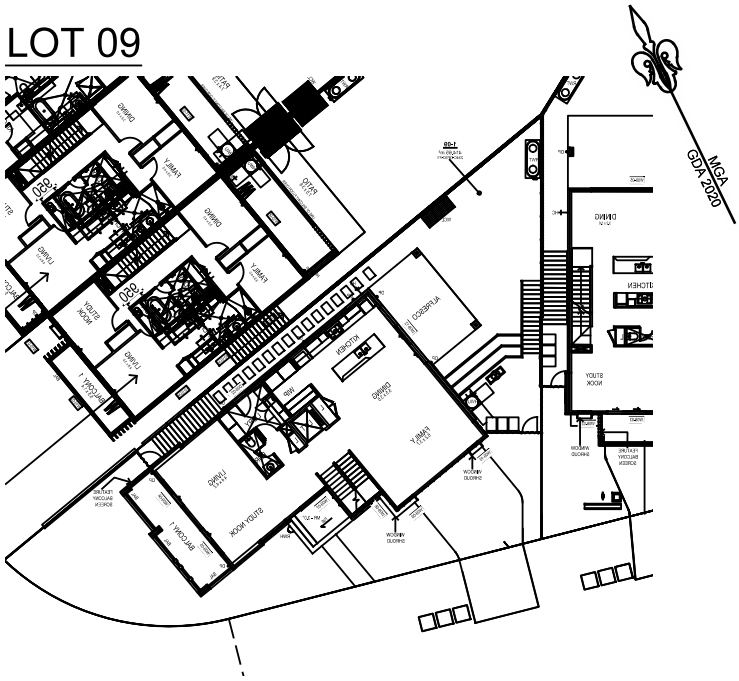


CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:59 of 113
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THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 210 - North Homes SL1 Combined
RECEIVED: 18 JULY 2025

## SUPER LOT 01

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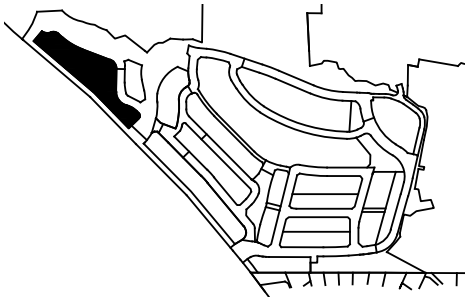

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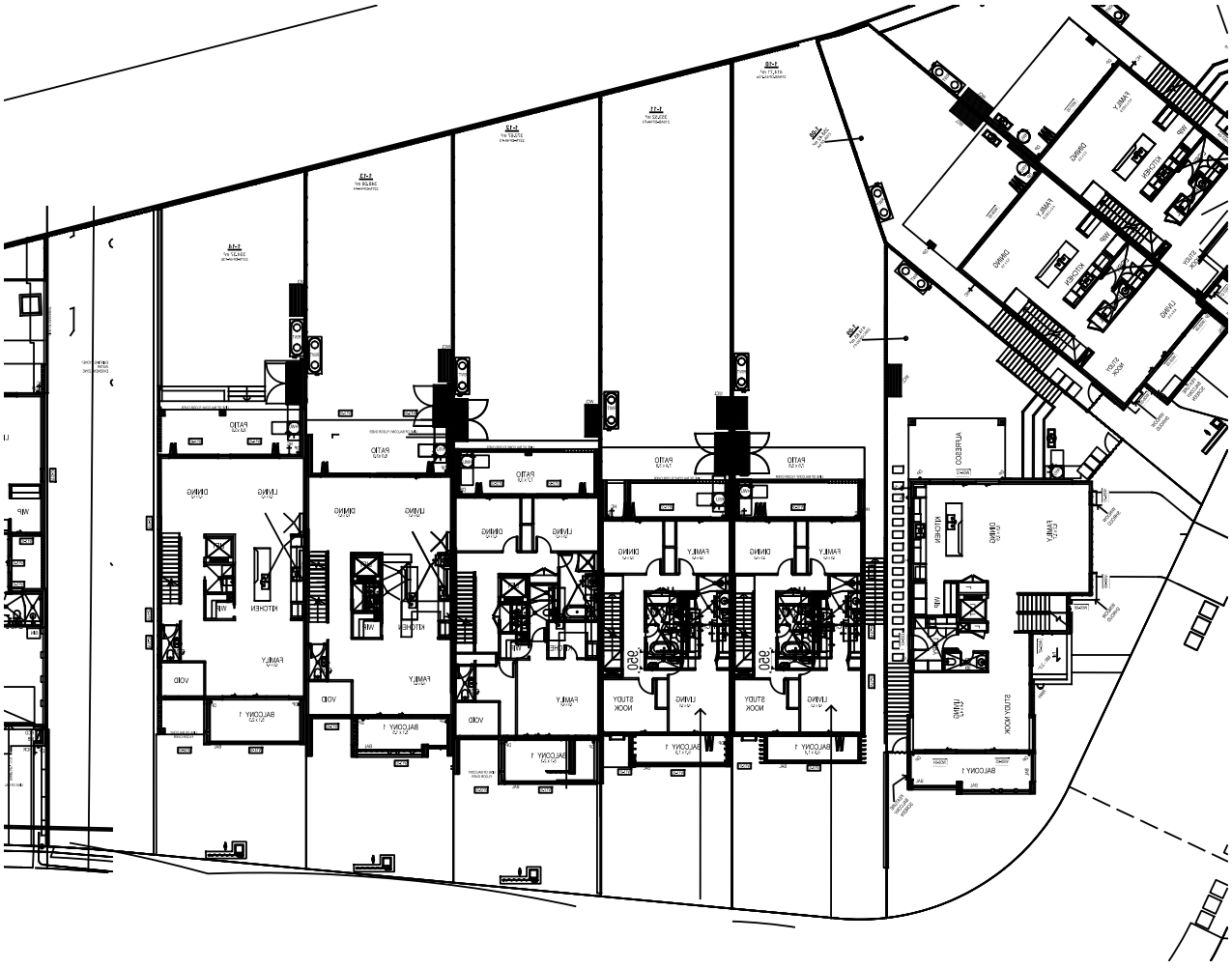
MGA GDA 2020

## LOTS 09-14



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:60 of 113
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THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 210 - North Homes SL1 Combined
RECEIVED: 15 JULY 2025

## SUPER LOT 01

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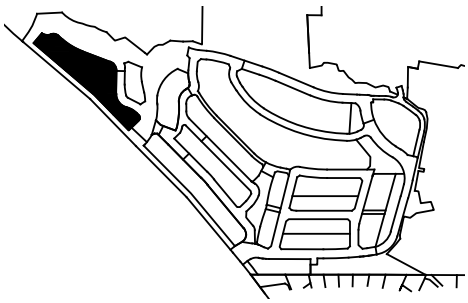
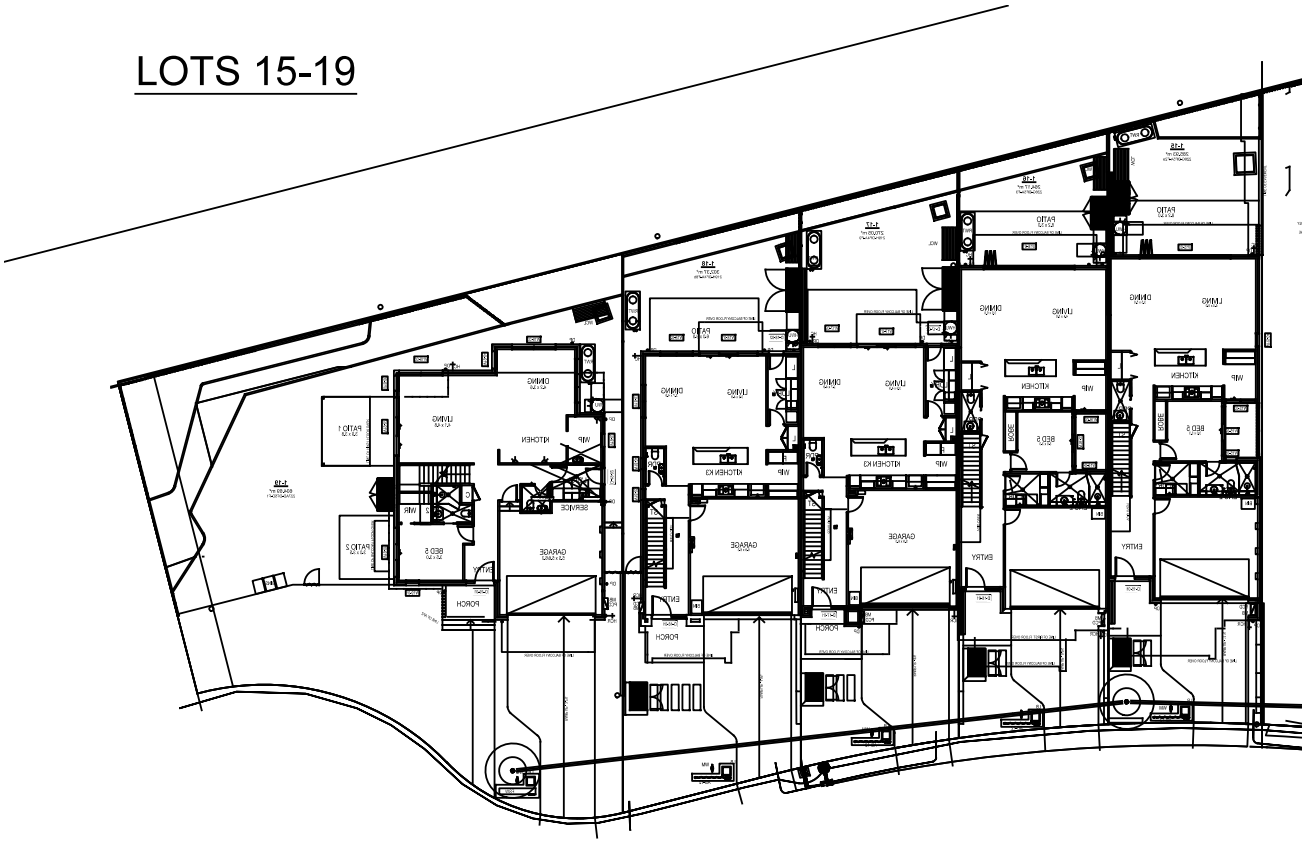


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

MGA GDA 2020

## LOTS 15-19



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:61 of 113
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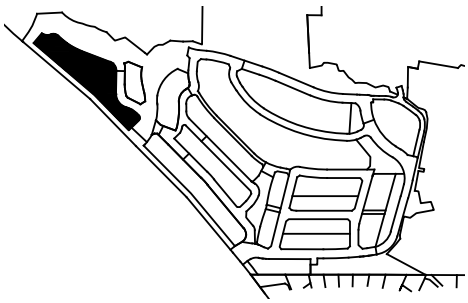
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 262
RECEIVED: 18 JULY 2025

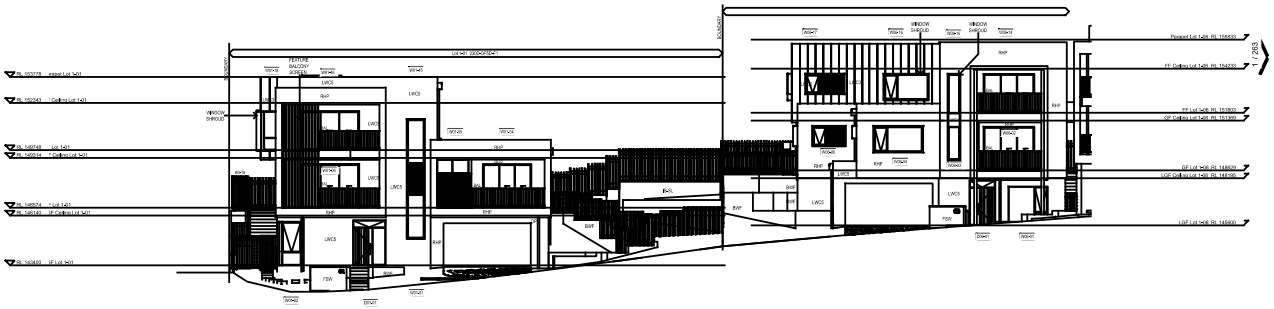
# SUPER LOT 01
ELEVATIONS
SCALE 1: 400



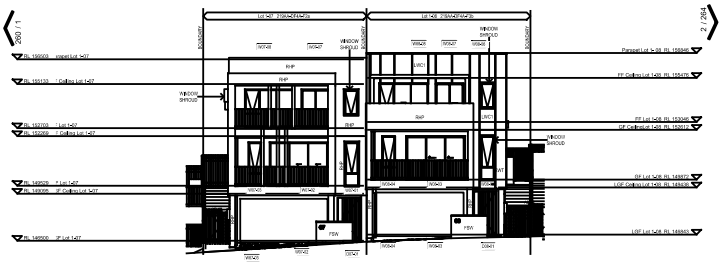
NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

FRONT ELEVATIONS

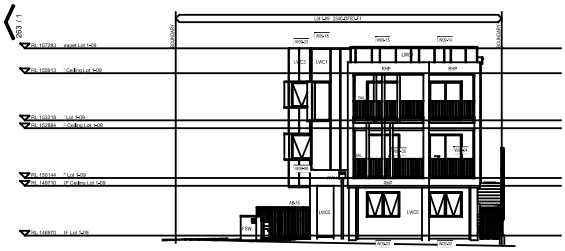
## LOTS 01 & 06



## LOTS 07 & 08



## LOTS 01 & 06



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:62 of 113
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|---|---|---|
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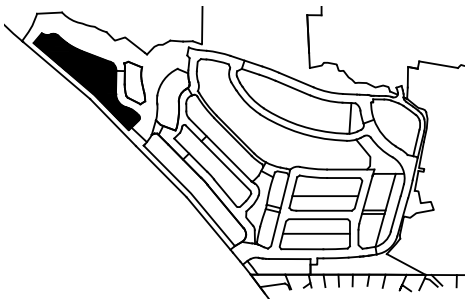
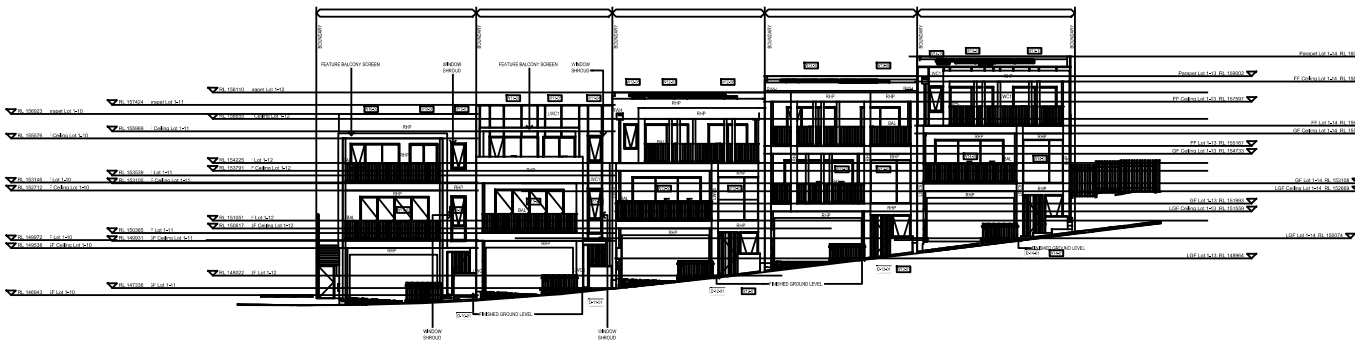
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-260-ELEVATIONS[N]
260
RECEIVED: 18 JULY 2025

# SUPER LOT 01
## ELEVATIONS
SCALE 1: 400

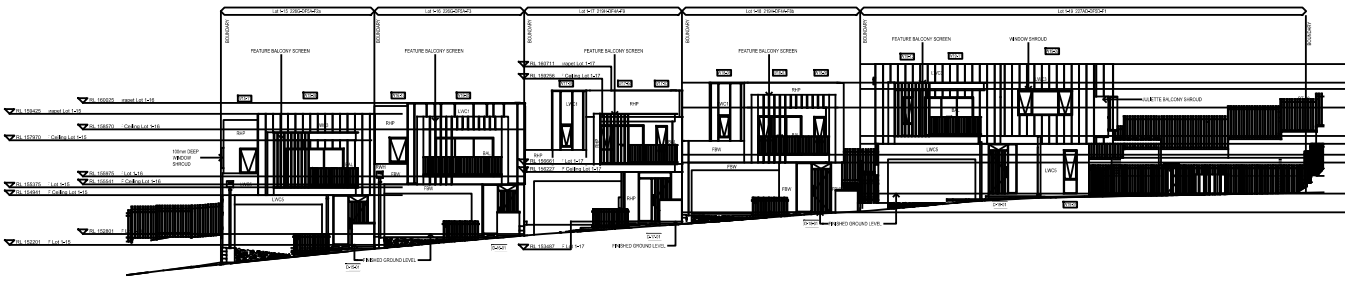


NOTE - THE LAND COMPRISING DWELLINGS WILL BE SUBDIVIDED INTO THE HIGHFOREST HOMES PRECINCT SCHEME AND WILL NOT REMAIN WITHIN THE HIGHFOREST COMMUNITY SCHEME

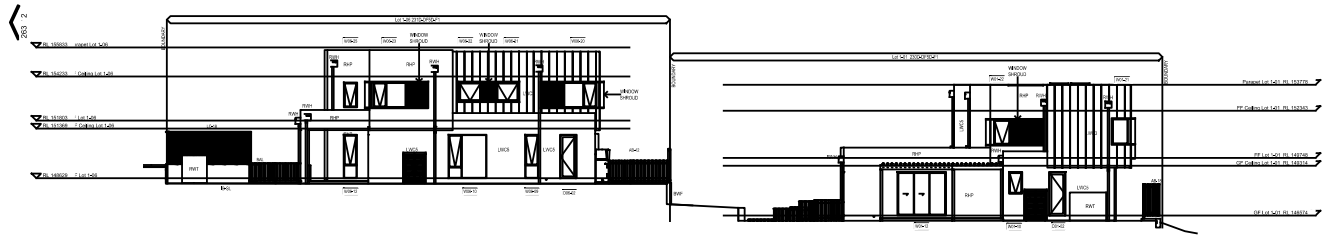
## FRONT ELEVATIONS
## LOTS 10 - 14



## LOTS 15 - 19



## REAR ELEVATIONS
## LOTS 01 & 06



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

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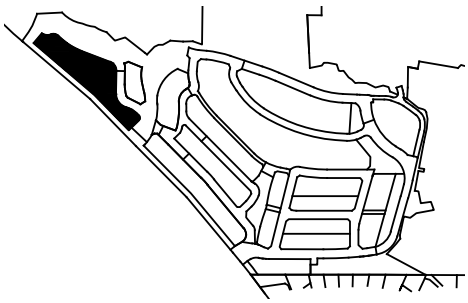
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 260
263
CAD-AR-261-ELEVATIONS[N]
RECEIVED: 18 JULY 2025

# SUPER LOT 01
## REAR ELEVATIONS
SCALE 1: 400



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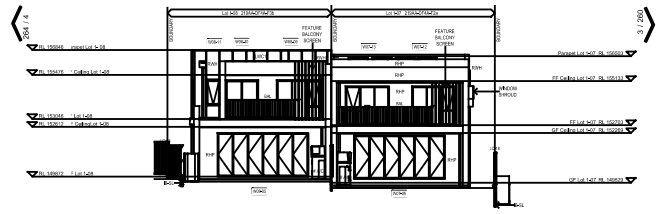
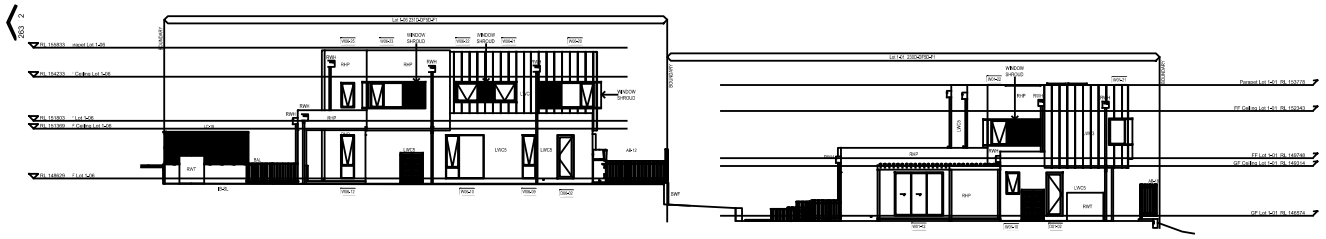
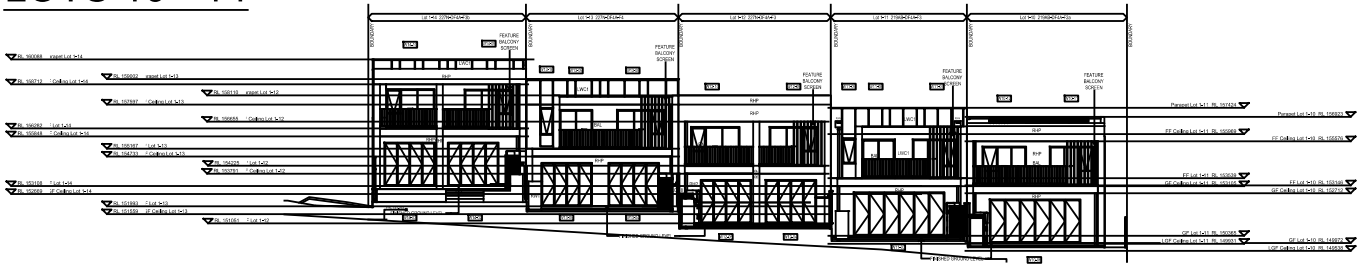
## LOTS 07 & 08



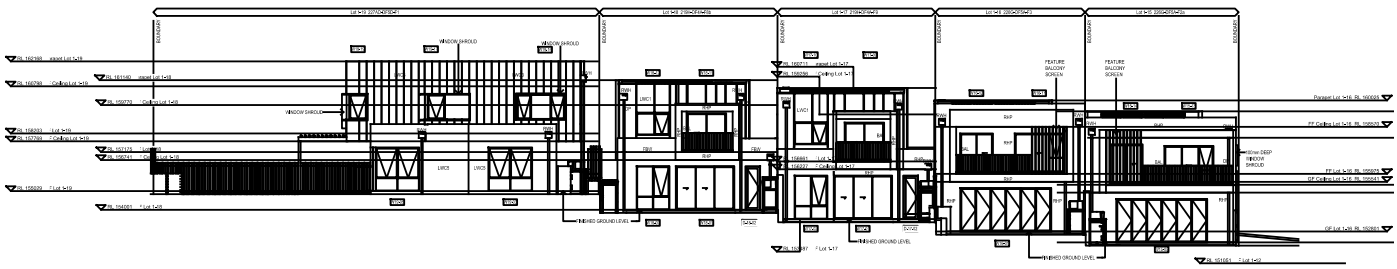
## LOTS 01 & 06



## LOTS 10 - 14



## LOTS 15 - 19



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

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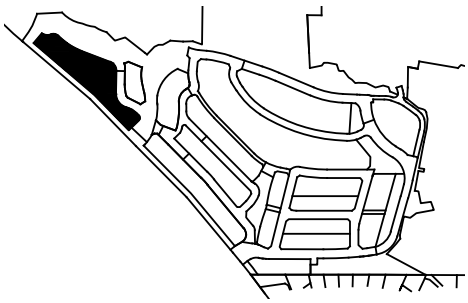
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 260
261
263
RECEIVED: 18 JULY 2025

# SUPER LOT 01
## SIDE ELEVATIONS
SCALE 1: 400



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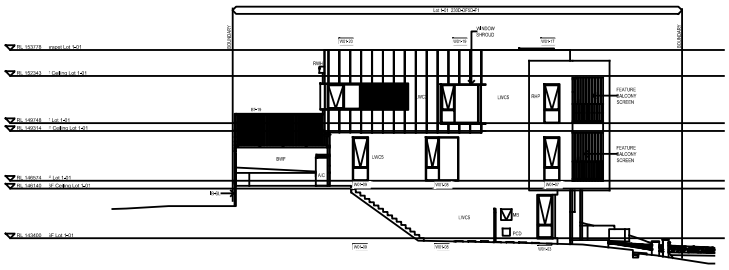
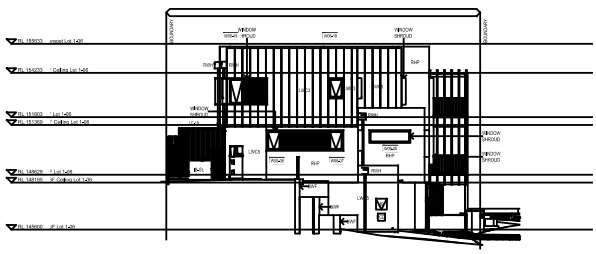
## LOT 01

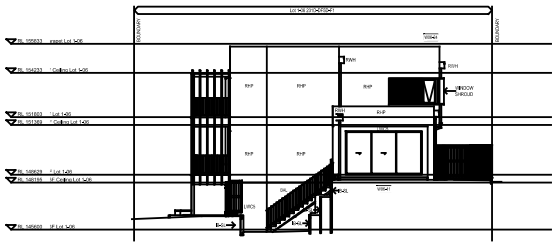


(2) SIDE ELEVATION LOT 1-01

## LOT 06

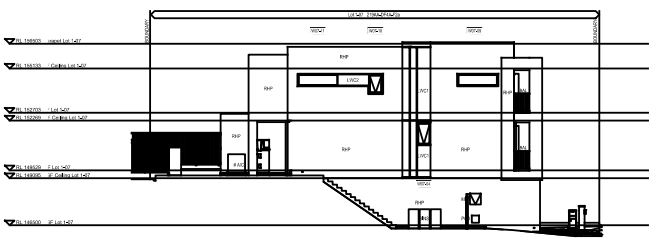


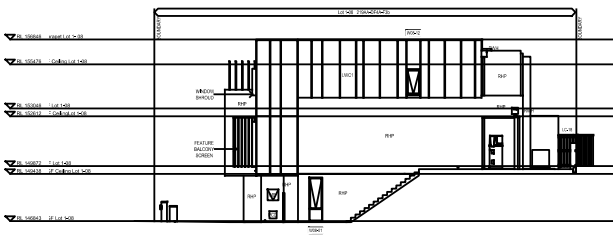
(1) SIDE ELEVATION A LOT 1-06



(2) SIDE ELEVATOION B LOT 1-06

## LOTS 07 - 08





CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
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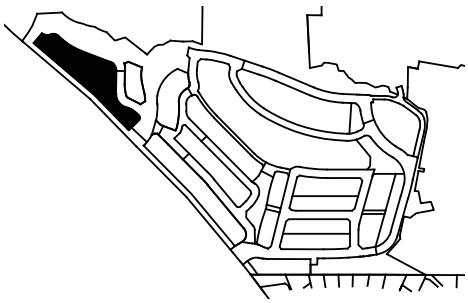
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 260
264
RECEIVED: 18 JULY 2025

# SUPER LOT 01
## SIDE ELEVATIONS
SCALE 1: 400



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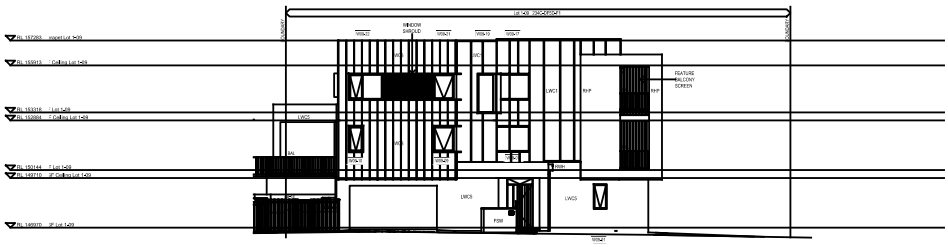
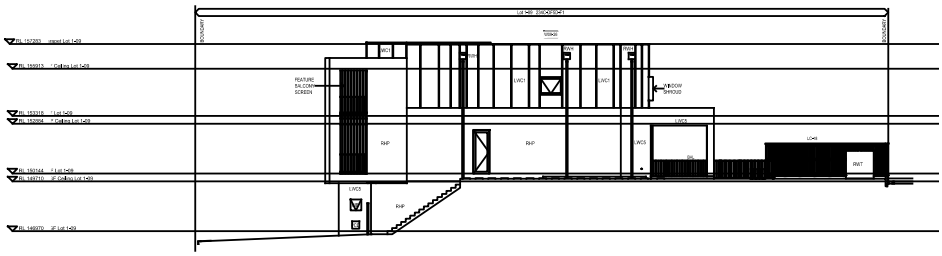
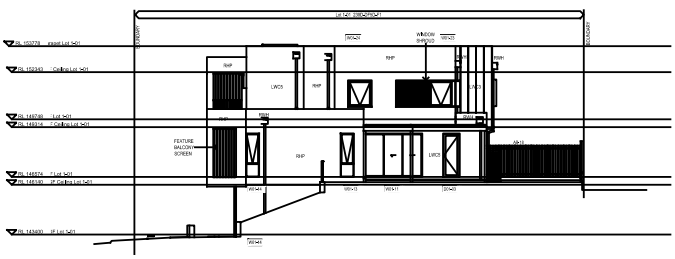
## LOT 09 (SIDE A)



## LOT 09 (SIDE B)



## LOT 10



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Document Set ID: 22053511
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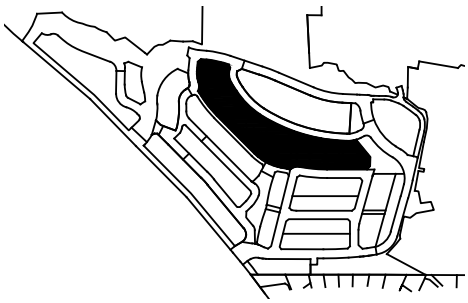
DWG No.: CAD-AR-A-1050[E]
RECEIVED: 18 MARCH 2024

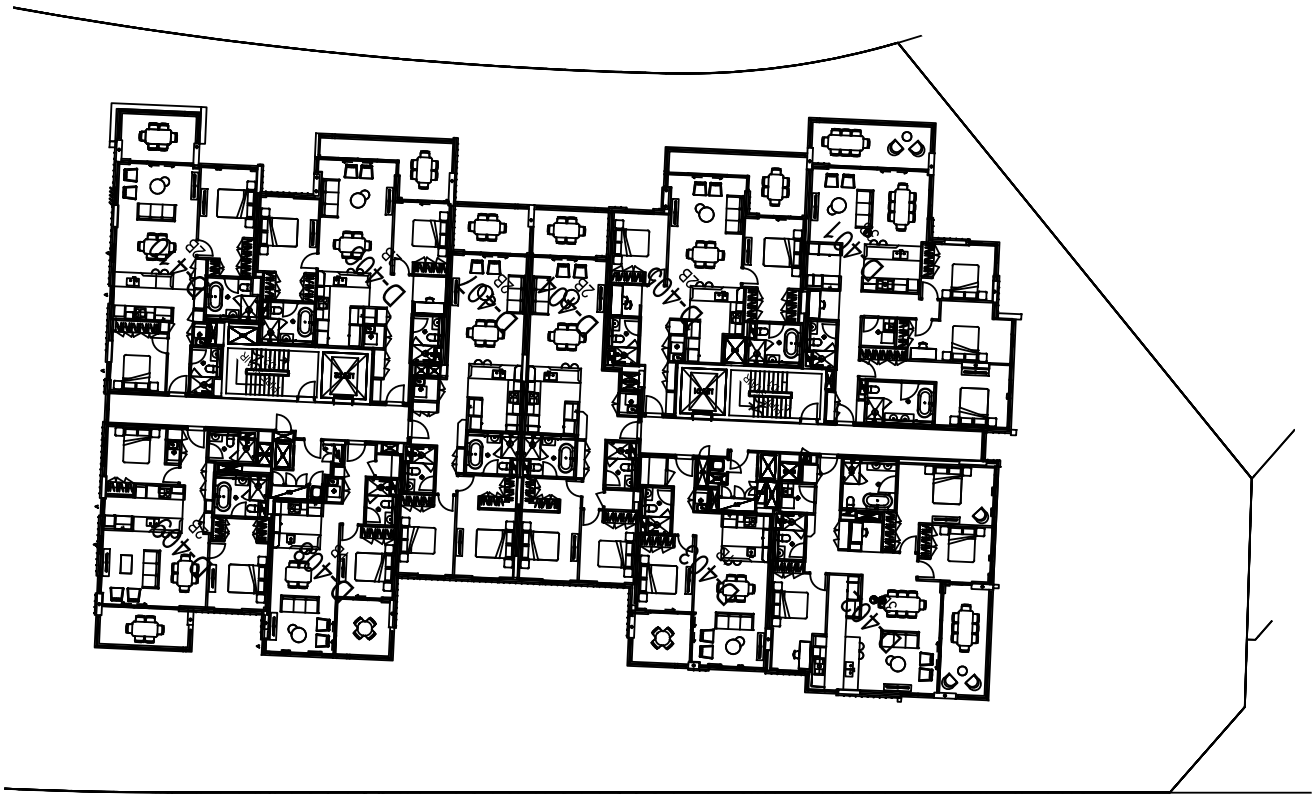
# APPARTMENTS

SCALE 1: 400



MGA
GDA 2020

## BUILDING A



SEE SHEETS FOR ELEVATIONS

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Req:R082568 /Doc:DP 0271416 C /Rev:13-Oct-2025 /NSW LRS /Prt:14-Oct-2025 11:03 /Seq:67 of 113
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THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-A-1050[E]
RECEIVED: 18 MARCH 2024

# APPARTMENTS

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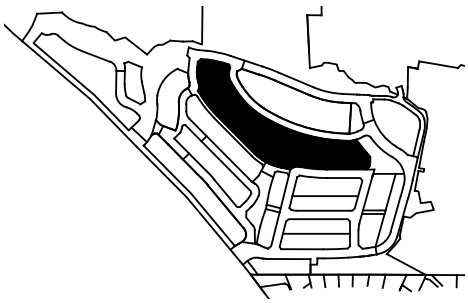

MGA
GDA 2020

## BUILDING B



SEE SHEET FOR ELEVATIONS

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Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

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DWG No.: CAD-AR-A-1050[E]
RECEIVED: 18 MARCH 2024

# APPARTMENTS

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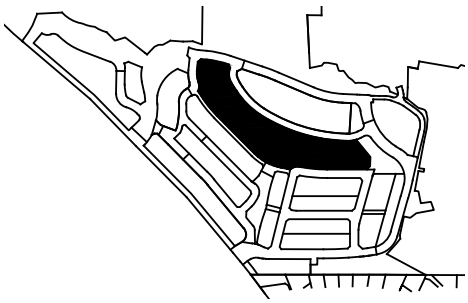
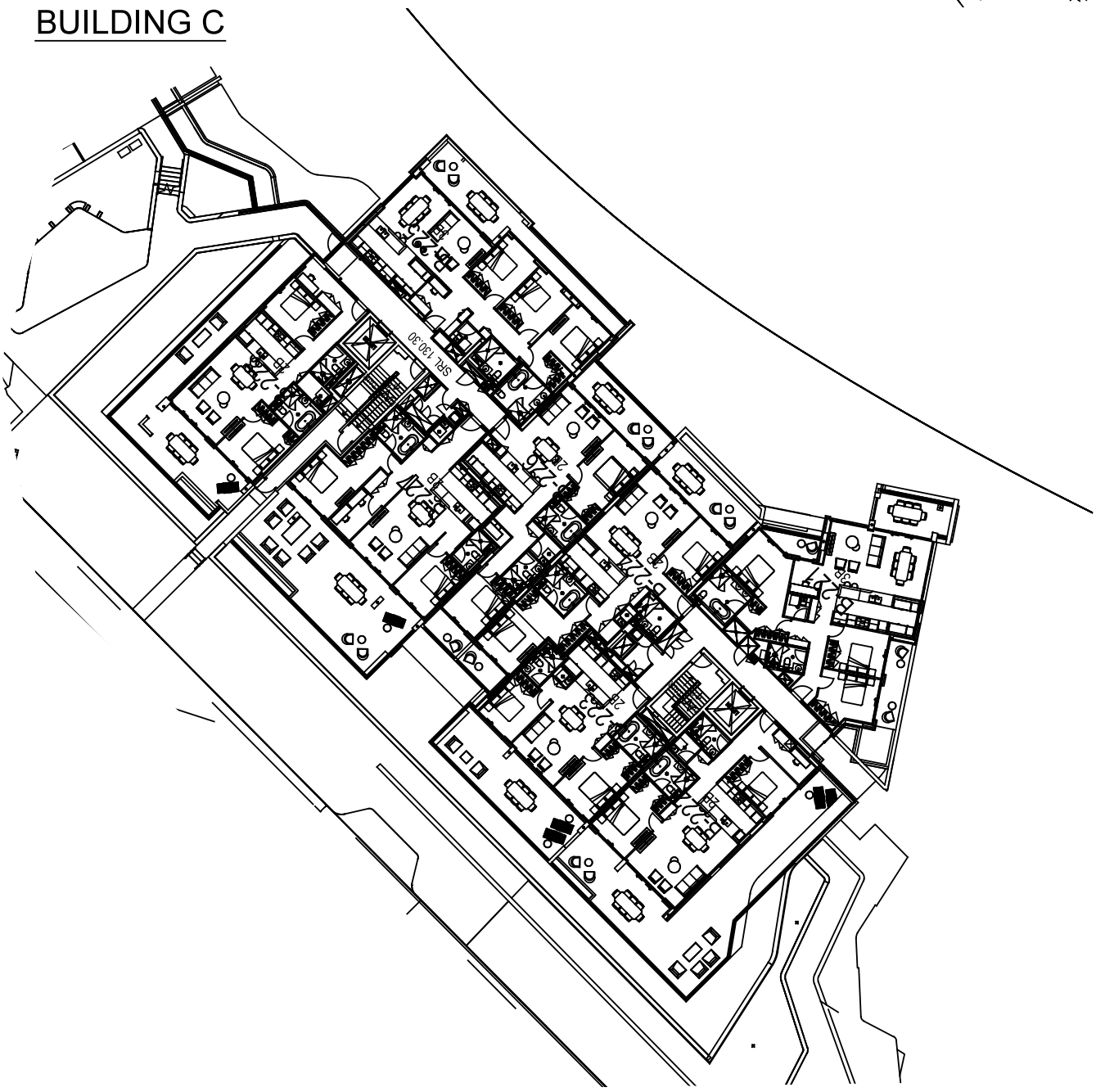


MGA
GDA 2020

## BUILDING C



SEE SHEET FOR ELEVATIONS

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
Version: 2, Version Date: 16/09/2025

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DWG No.: CAD-AR-A-1050[E]
RECEIVED: 18 MARCH 2024

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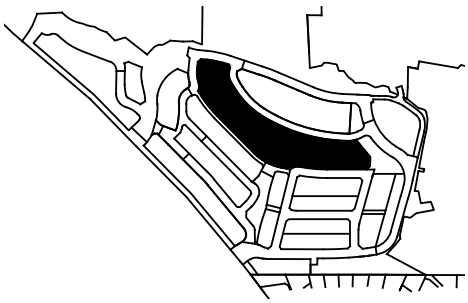
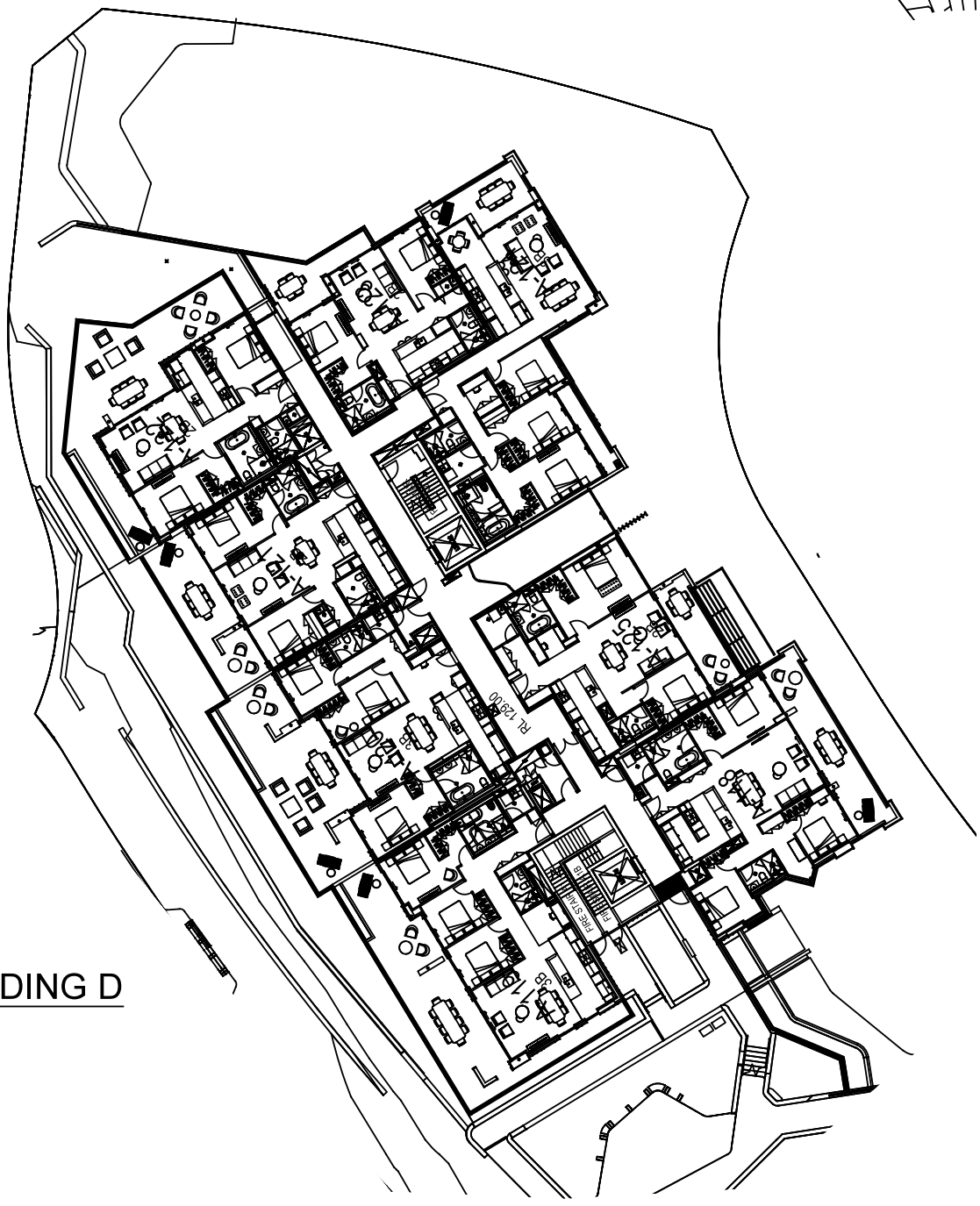


MGA
GDA 2020




## BUILDING D

SEE SHEET FOR ELEVATIONS

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RECEIVED: 18 MARCH 2024

# APPARTMENTS

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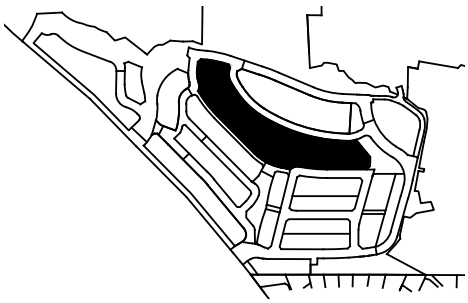

EAST ELEVATIONS



EAST ELEVATIONS NORTH ELEVATIONS



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

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Version: 2, Version Date: 16/09/2025

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DWG No.: CAD-AR-A-1050[E]
RECEIVED: 18 MARCH 2024

# APPARTMENTS
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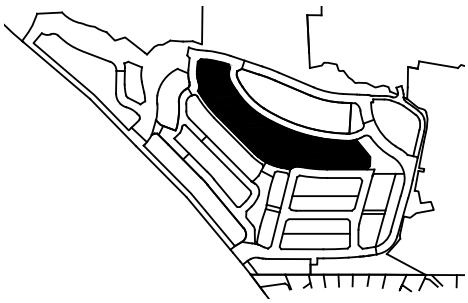
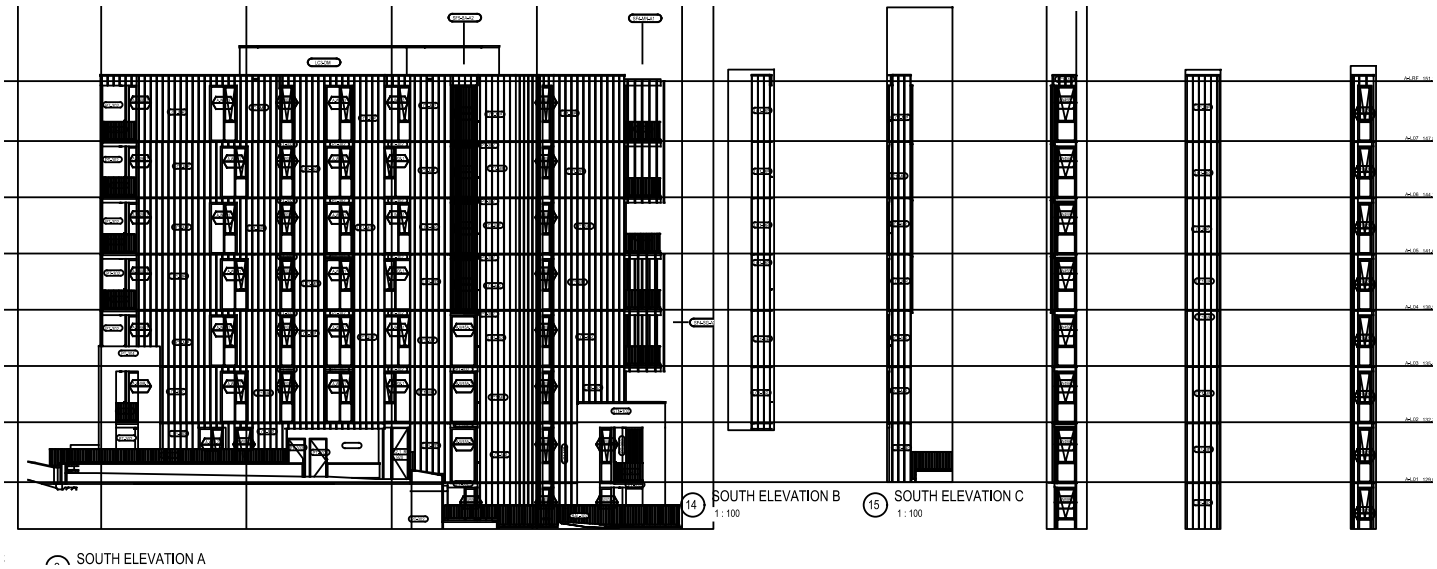


## WEST ELEVATIONS



## SOUTH ELEVATIONS

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RECEIVED: 18 MARCH 2024

# APPARTMENTS
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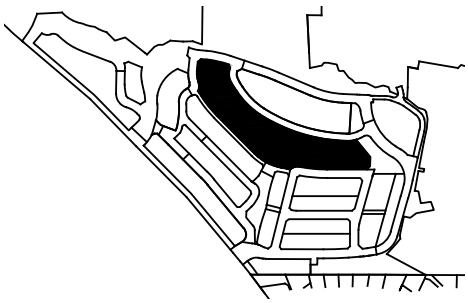
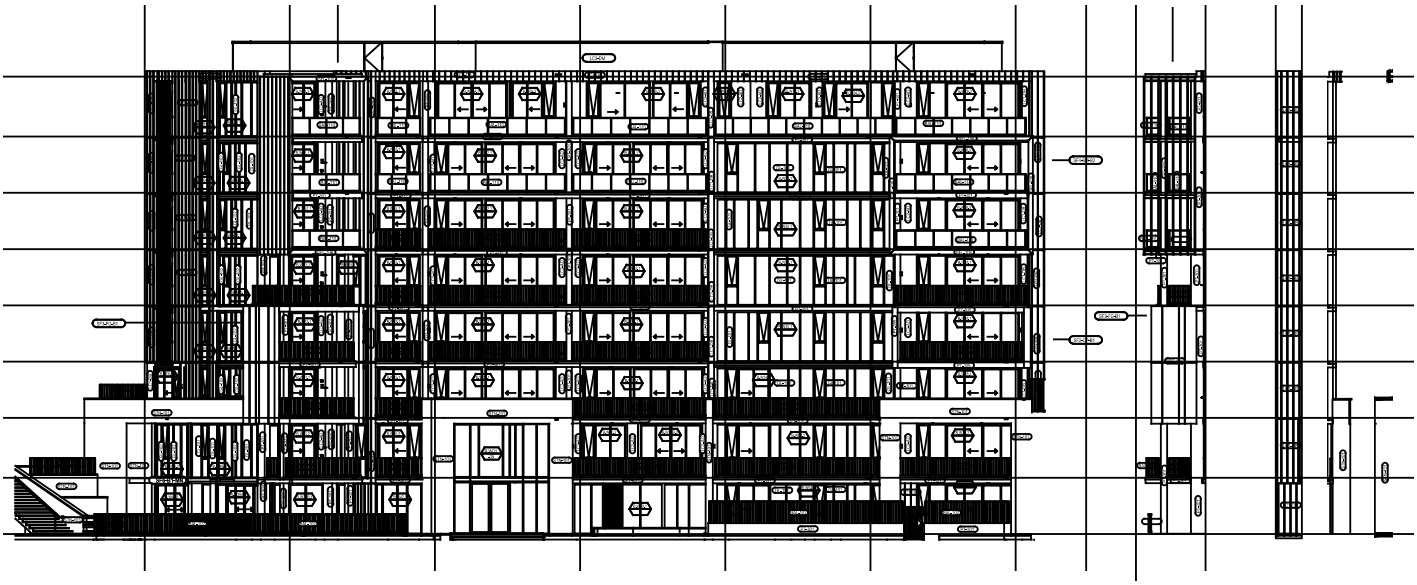
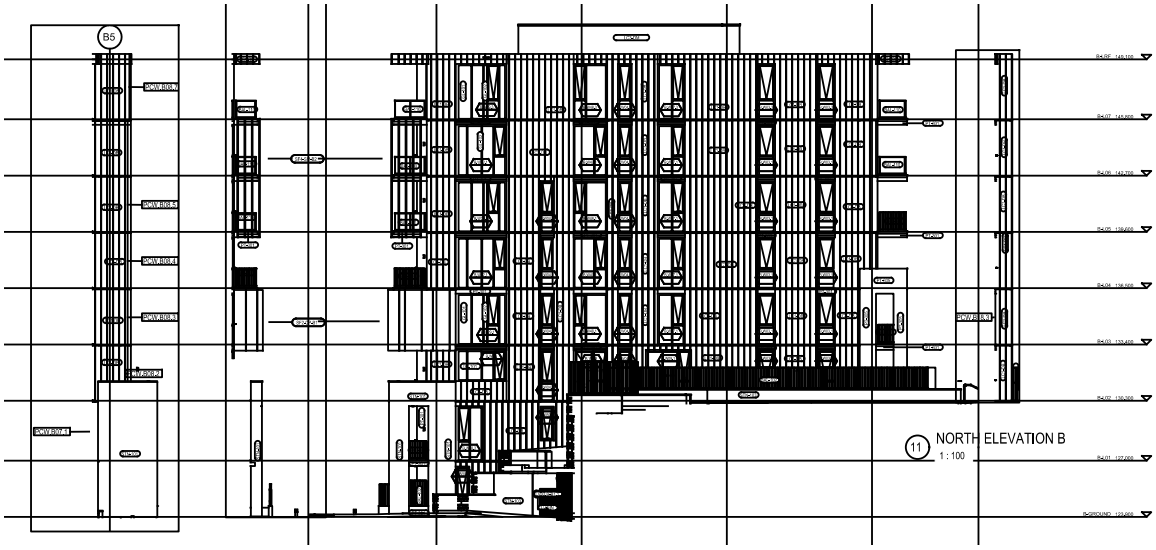


EAST ELEVATIONS



EAST ELEVATIONS NORTH ELEVATIONS

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RECEIVED: 18 MARCH 2024

# APPARTMENTS

## BUILDING B ELEVATIONS

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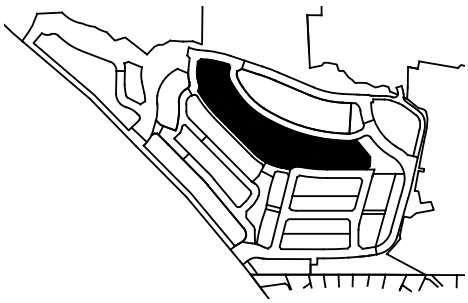
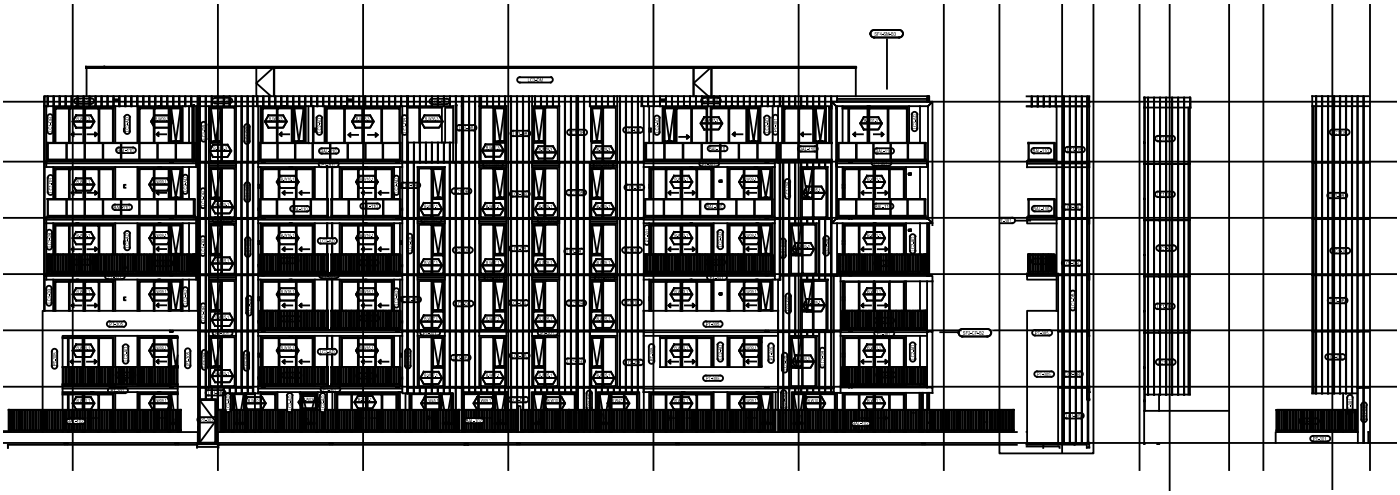
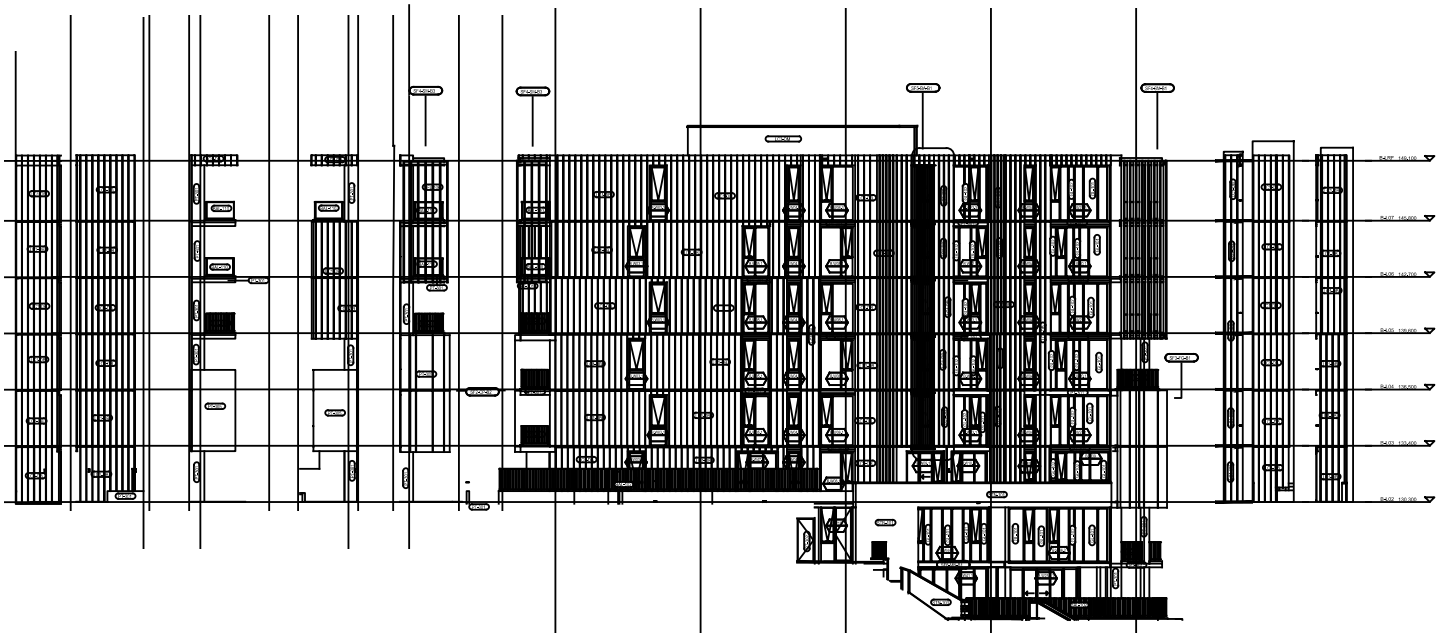


WEST ELEVATIONS



WEST ELEVATIONS SOUTH ELEVATIONS



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

Document Set ID: 22053511
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# APPARTMENTS

## BUILDING C ELEVATIONS

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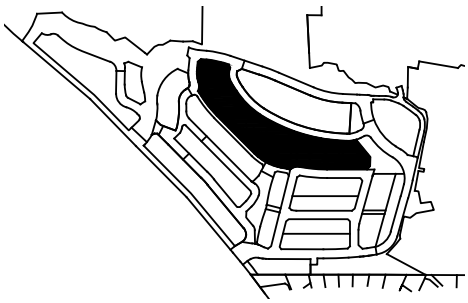
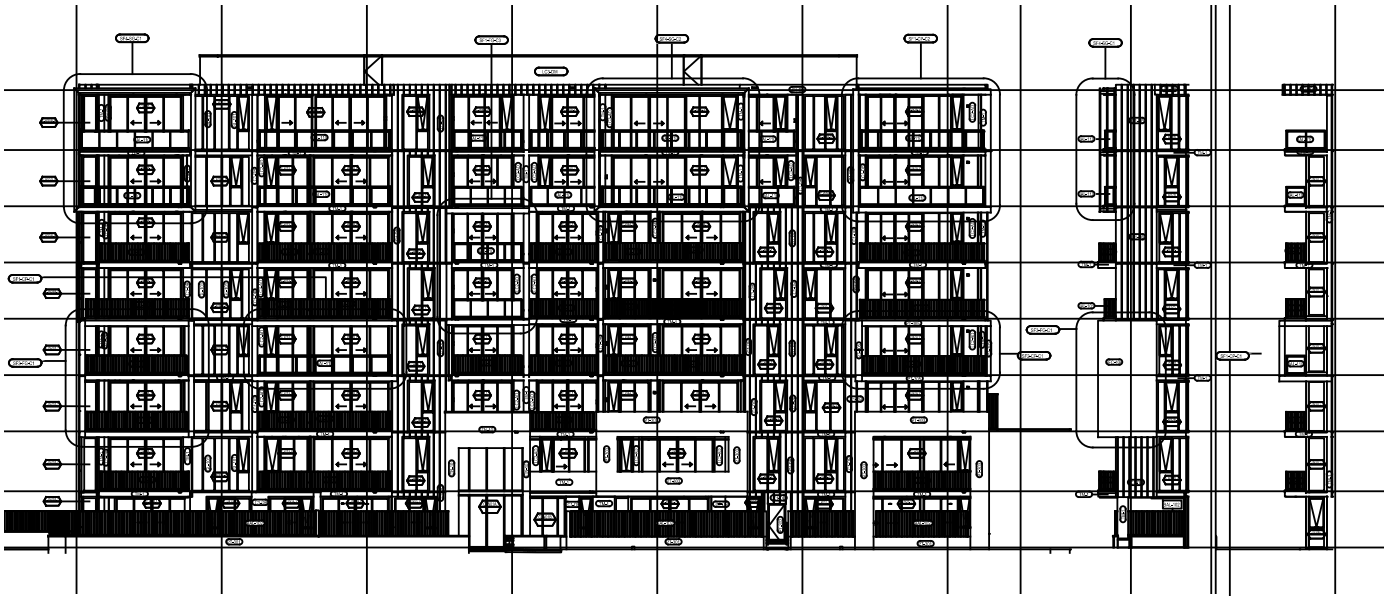
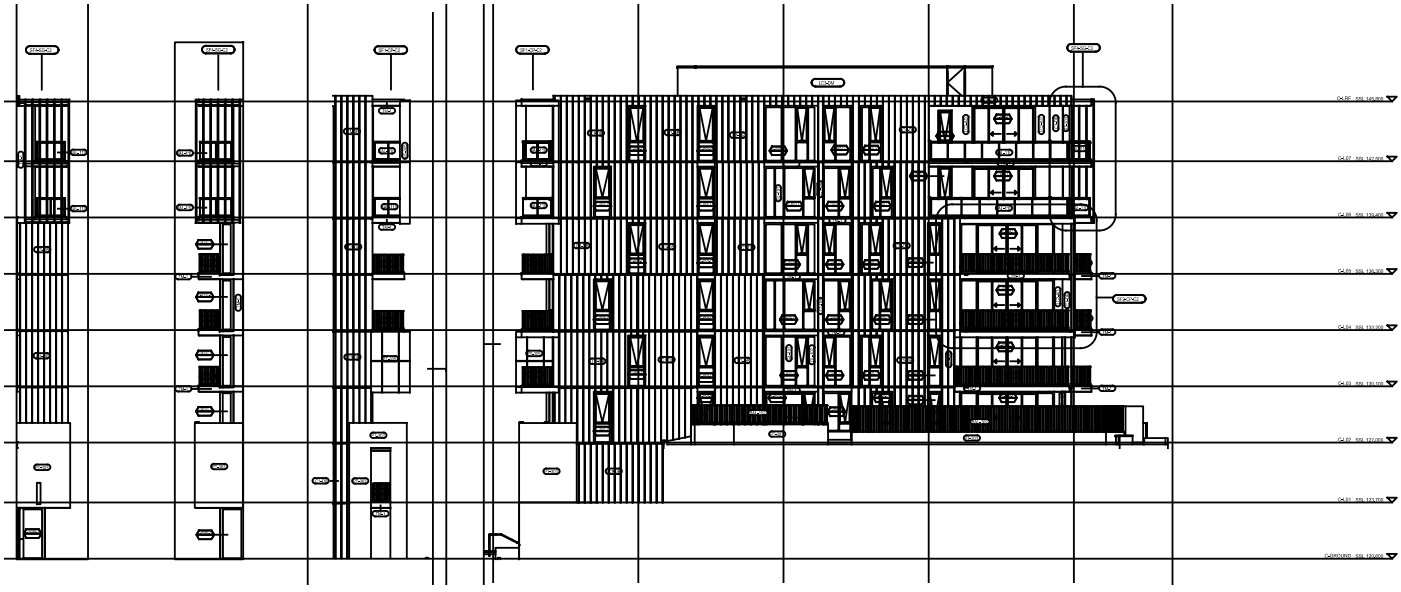


EAST ELEVATIONS



EAST ELEVATIONS

NORTH ELEVATIONS



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Document Set ID: 22053511
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# APPARTMENTS

## BUILDING C ELEVATIONS

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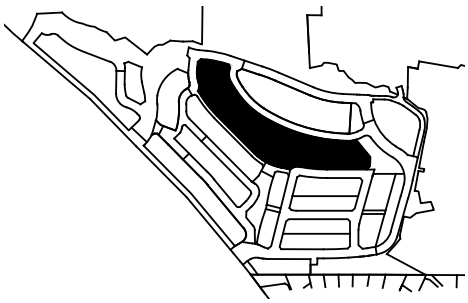
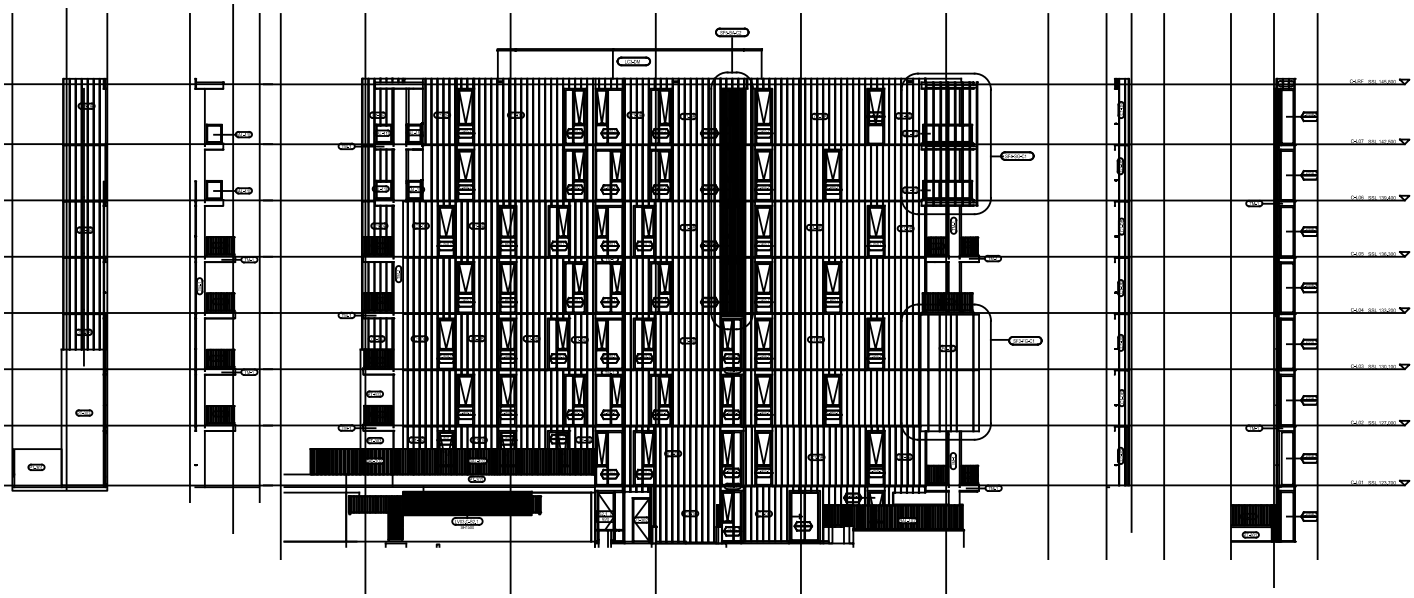


WEST ELEVATIONS



WEST ELEVATIONS SOUTH ELEVATIONS



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RECEIVED: 18 MARCH 2024

# APPARTMENTS
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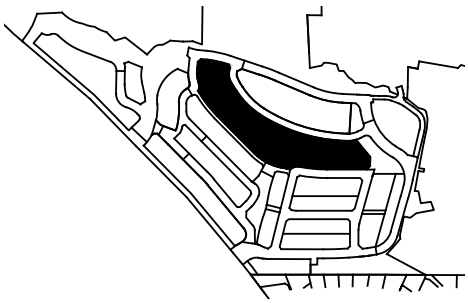
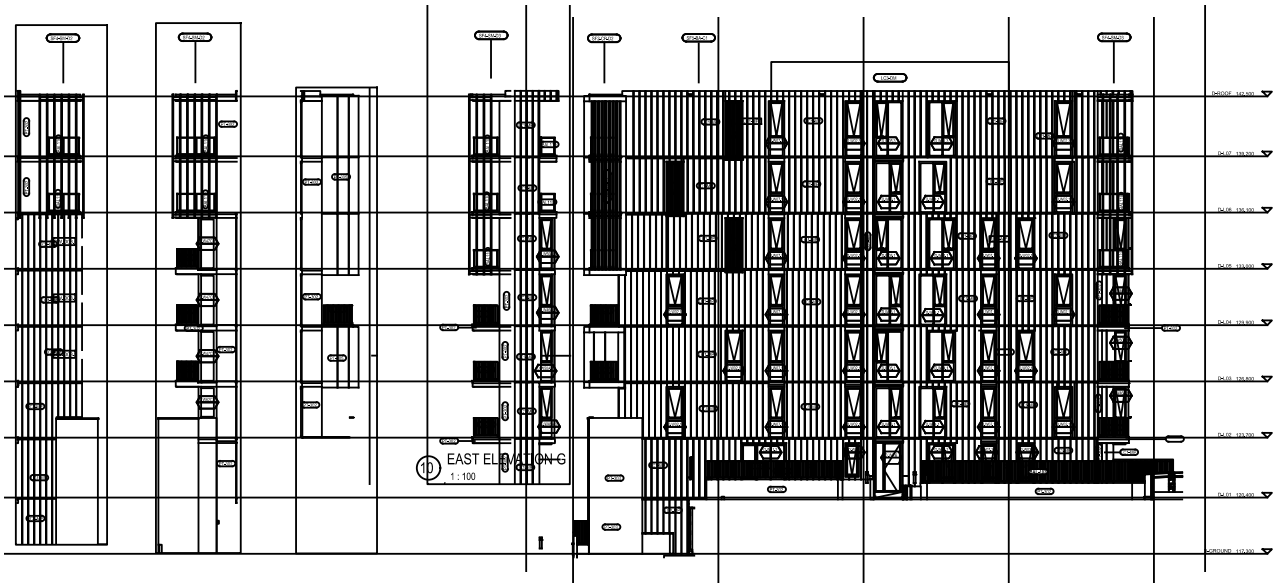


EAST ELEVATIONS



SOUTH ELEVATIONS

NORTH ELEVATIONS

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DWG No.: CAD-AR-A-1050[E]
RECEIVED: 18 MARCH 2024

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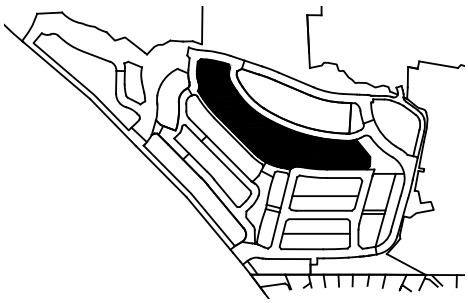

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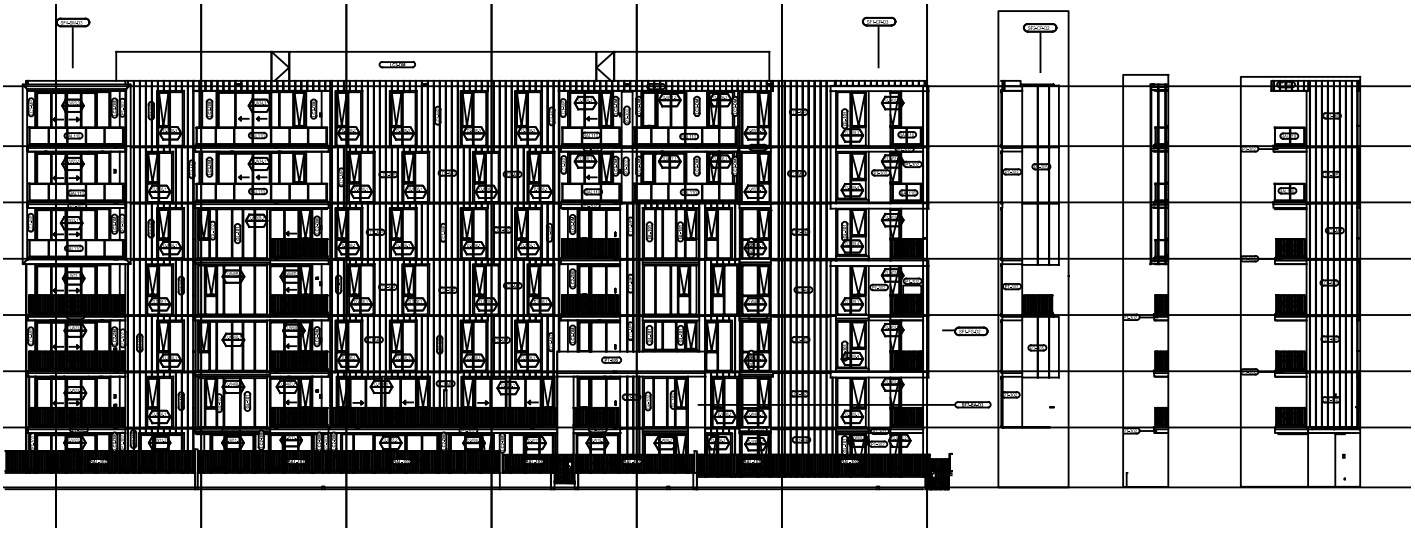
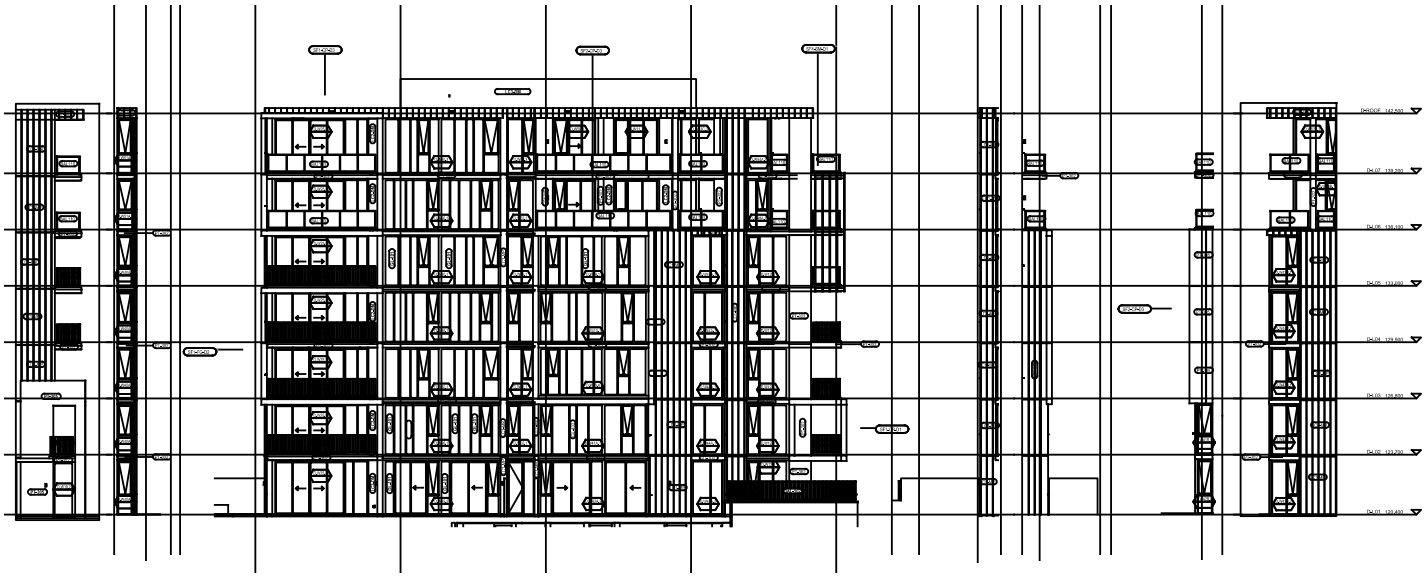


WEST ELEVATIONS

SOUTH ELEVATIONS



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THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: DA003
RECEIVED: 18 JULY 2025

# RECREATIONAL FACILITY

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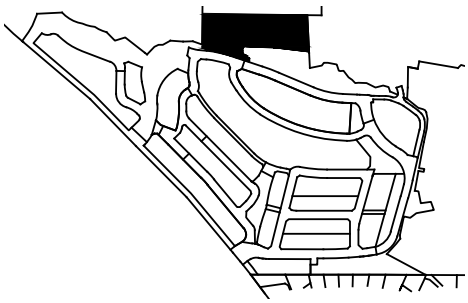
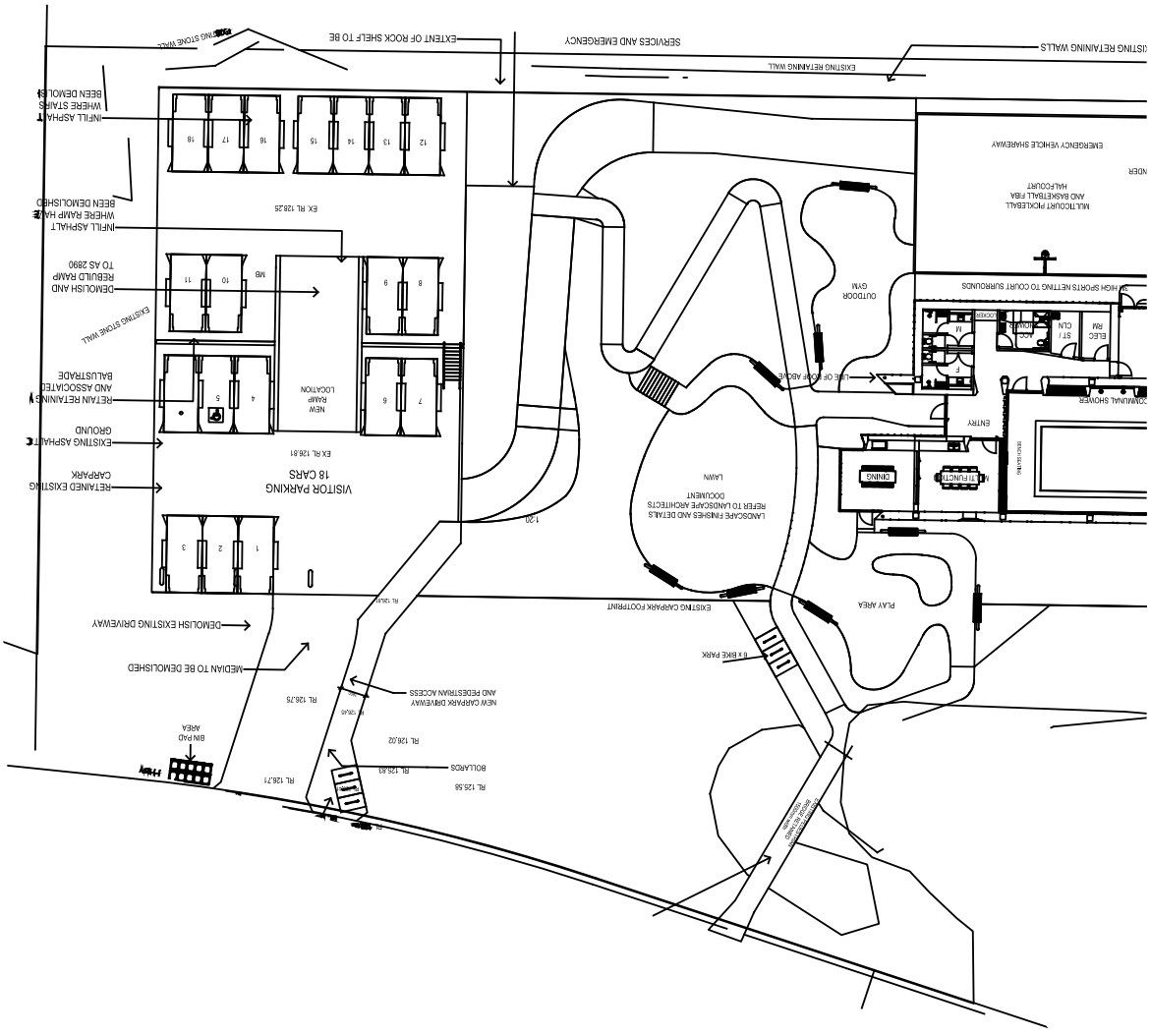


MGA GDA 2020

THE RECREATIONAL FACILITY WILL BE CONSTRUCTED WITHIN LAND WHICH WILL BECOME COMMUNITY ASSOCIATION PROPERTY




SEE SHEETS FOR ELEVATIONS

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL COMMUNITY PLAN STAGE 1\CMS and CDC Plans\011-18G S260 [00] - ARCHITECTURAL CDC - -

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| Approved Form 27 | **Community Development Contract** | Sheet 79 of 113 sheet(s) |
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THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: DA003
RECEIVED: 18 JULY 2025

# RECREATIONAL FACILITY

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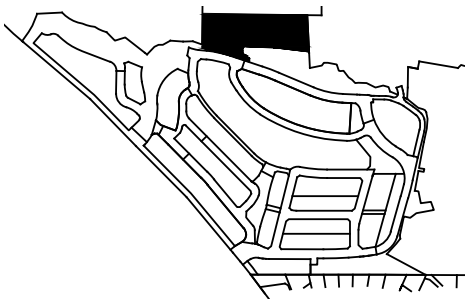

MGA GDA 2020

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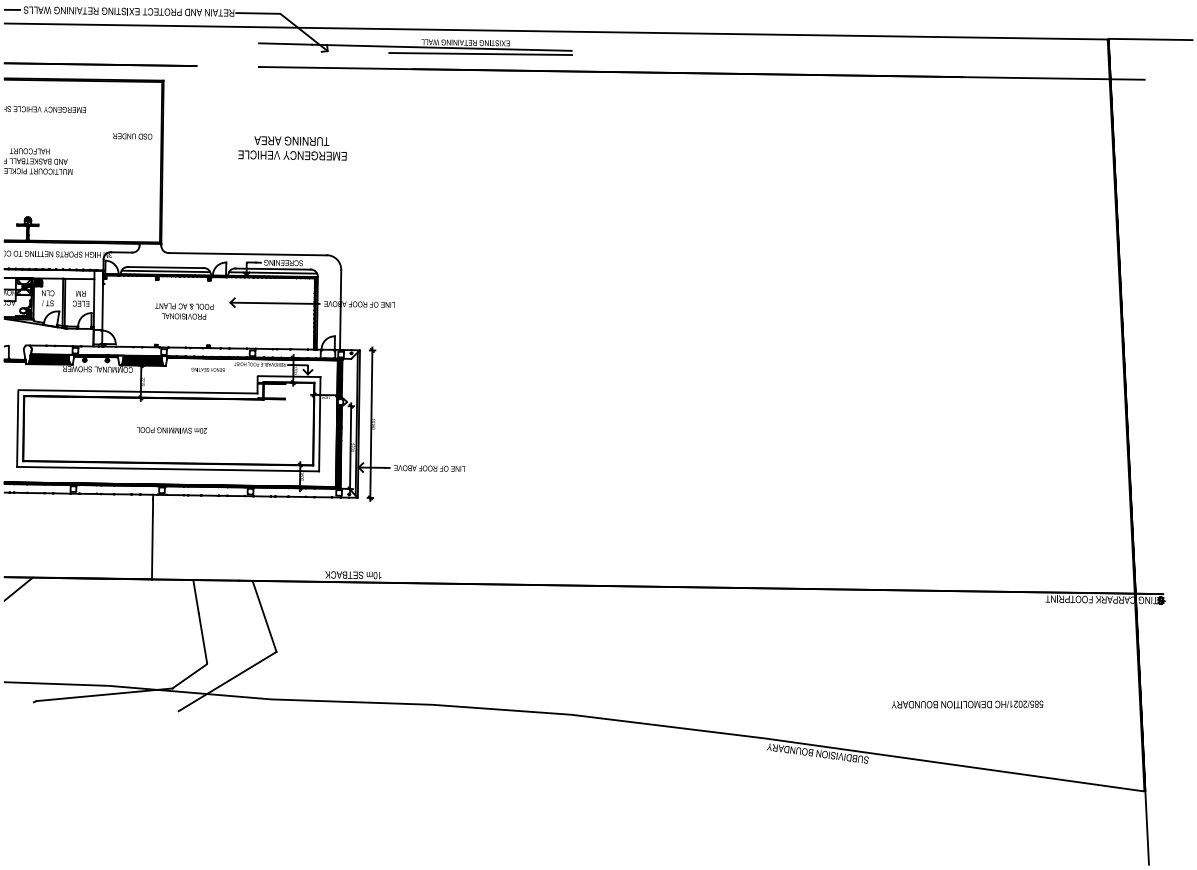


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THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: DA103
RECEIVED: 18 JULY 2025

# RECREATIONAL FACILITY
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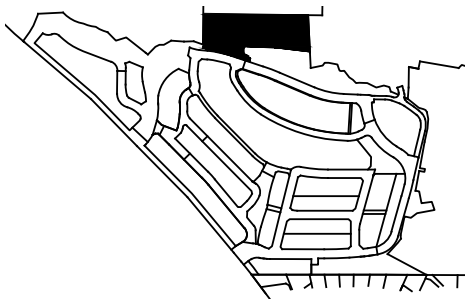
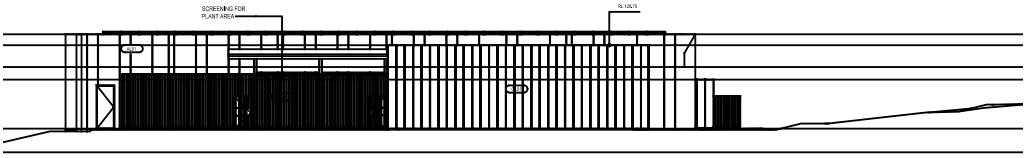
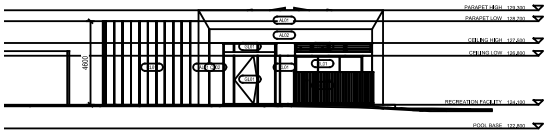


THE RECREATIONAL FACILITY WILL BE CONSTRUCTED WITHIN LAND WHICH WILL BECOME COMMUNITY ASSOCIATION PROPERTY

## EAST ELEVATION




## NORTH ELEVATION

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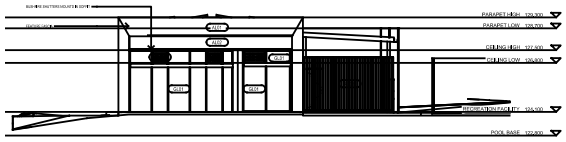


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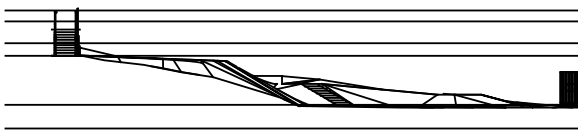

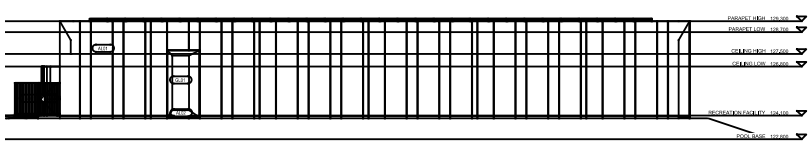


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# Schedule 2 – Warranted Development

Not applicable



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# Schedule 3– Authorised Proposals

| Authorised Proposals | Details |
|---|---|
| **(a) Description of development**<br>**- General description** | The community subdivision of the Land to create a Community Scheme comprising:<br>(A) residential dwelling houses and attached dwellings;<br>(B) residential apartment buildings;<br>(C) access ways;<br>(D) roads;<br>(E) Community Facilities;<br>(F) Outdoor Community Facilities; and<br>(G) Community Parks.<br>It is intended:<br>(A) to carry out the development in stages; and<br>(B) convert some Community Development Lots into Community Property; and<br>(C) subdivide Community Development Lots by one or more Community Plans of Subdivision; and<br>(D) subdivide Community Development Lots by Precinct Plans to create 2 Precinct Schemes.<br>The Developer does not warrant the timing for completion of any stage in the development, that the development will be carried out in any number of stages or in any order of staging. |
| **(b) Description of development**<br>**- Housing South Stage** | This stage will create the Community Scheme by registration of the community plan of subdivision of the Land to create:<br>(a) Lot 1 – Community Property Lot;<br>(b) proposed Lot 2 – 'Housing South' Community Development Lot;<br>(c) proposed Lot 3 – Community Development Lot;<br>(d) proposed Lot 4 – Community Development Lot; and<br>(e) proposed Lot 5 – Community Development Lot (residue). |
| **(c) Description of development**<br>**- Apartment Stage** | The subdivision of proposed Community Development Lot 5 to create:<br>(a) proposed Lot 6 – 'Apartments' Community Development Lot; |



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|---|---|
| | (b) proposed Lot 7 – Community Development Lot;<br>(c) proposed Lot 8 – Community Development Lot; and<br>(d) proposed Lot 9 – Community Development Lot (residue). |
| **(d) Description of development**<br>**- Housing Central Stage** | The subdivision of Proposed Community Development Lot 9 to create:<br>(a) proposed Lot 10 – 'Housing Central' - Community Development Lot;<br>(b) proposed Lot 11 – Community Development Lot;<br>(c) proposed Lot 12 – Community Development Lot;<br>(d) proposed Lot 13 – Community Development Lot;<br>(e) proposed Lot 14 – Community Development Lot;<br>(f) proposed Lot 15 – Community Development Lot (residue);<br>(g) proposed Lot 16 – 'Housing North' – Community Development Lot;<br>(h) proposed Lot 17 – Community Development Lot; and<br>(i) proposed Lot 18 – Community Development Lot. |
| **(e) Description of development**<br>**- The creation of a Housing Precinct Association** | It is intended, and the Developer is authorised to establish a Precinct Scheme including to:<br>(a) subdivide proposed Lot 2 'Housing South' Community Development Lot by a Precinct Plan to establish a Precinct Scheme;<br>(b) remove proposed Lot 10 'Housing Central' Community Development Lot from the Community Scheme and add it to the Precinct Scheme;<br>(c) remove proposed Lot 16 'Housing North' Community Development Lot from the Community Scheme and add it to the Precinct Scheme; and<br>(d) further subdivide the proposed precinct development lots 2, 3, 4, 5, 6, 7, 8 and 69 - 74 into further precinct development lots and individual Precinct Lots for the purposes of construction of residential dwelling houses and attached dwellings.<br>The Developer is authorised to establish the Precinct Scheme and to carry out the subdivisions referred to above in such timeframe as is determined by the Developer. The Developer is authorised to carry out the subdivisions referred to above in any number of stages and in any order of staging.<br>It is intended, and the Developer is authorised, to construct residential dwelling houses and attached dwellings on and within the Precinct Parcel comprising 'Housing South', 'Housing North' and 'Housing Central'. |



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|---|---|
| **(f) Description of development**<br>**- The creation of an Apartments Precinct Association** | It is intended, and the Developer is authorised, to subdivide proposed Community Development Lot 6 by a Precinct Plan to establish a Precinct Scheme.<br>The Developer is authorised to establish the Precinct Scheme and to carry out the subdivisions referred to above in such timeframe as is determined by the Developer. The Developer is authorised to carry out the subdivision referred to above in any number of stages and in any order of staging.<br>It is intended, and the Developer is authorised, to construct one or more apartment buildings on proposed Community Development Lot 6 and strata subdivide one or more of the Precinct Development Lots in the Precinct Scheme. |
| **(g) Description of development**<br>**- Conversion of Community Development Lots to Community Property.** | The Developer is authorised to convert the following proposed Community Development Lots in the Community Scheme:<br>(a) proposed Lot 3– Community Development Lot to be converted to Community Property;<br>(b) proposed Lot 4– Community Development Lot to be converted to Community Property;<br>(c) proposed Lot 7– Community Development Lot to be converted to Community Property;<br>(d) proposed Lot 8– Community Development Lot to be converted to Community Property;<br>(e) proposed Lot 11 Community Development Lot to be converted to Community Property;<br>(f) proposed Lot 12– Community Development Lot to be converted to Community Property;<br>(g) proposed Lot 13– Community Development Lot to be converted to Community Property;<br>(h) proposed Lot 14– Community Development Lot to be converted to Community Property;<br>(i) whole or part of proposed Lot 15 – Community Development Lot to be converted to Community Property;<br>(j) proposed Lot 17– Community Development Lot to be converted to Community Property; and<br>(k) proposed Lot 18– Community Development Lot to be converted to Community Property. |
| **(h) Description of development**<br>**- Severance of a Lot** | There is no land proposed to be severed from the Community Scheme |



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| Authorised Proposals | Details | | |
|---|---|---|---|
| **(i) Description of development**<br>**- Development Activities** | (a) The Developer is authorised to carry out the Warranted Development, Authorised Proposals and the Development Activities on the Community Parcel and the Precinct Parcels.<br>(b) Where the activities described above comprise physical works, the Developer is authorised to carry out those works at the times and in the manner contemplated in this Contract, including in Schedule 4.<br>(c) The Developer intends, and is authorised, to create easements burdening the Community Property and Precinct Property and benefiting Lots owned by the Developer to facilitate the Developer carrying out the Warranted Development, Authorised Proposals and the Development Activities, including:<br>(i) easement allowing for construction cranes to overhang Community Property;<br>(ii) easement allowing for Development Activities and operations to take place within Community Property during construction as necessary, including in respect of those rights of the Developer contained in clause 2 under the heading 'Rights over association property' commencing on page 3 of this Contract; and<br>(iii) easement allowing for connection to Services infrastructure located within Community Property as required during construction as necessary.<br>(d) The above easements are intended, and are authorised, to be released by the Developer when all Development Activities have been completed and the development has concluded.<br>(e) In addition to the easements referred to above, the Developer intends and is authorised to include in the Management Statement an association property rights by-law such that the use of the whole of the Community Property, including Service Lines is restricted to the Developer for the purposes of carrying out the Development Activities. This association property rights by-law is to be released by the Developer progressively as Development Activities are completed. | | |
| **(j) Description of development**<br>**- Staging and sequencing** | **Conversion**<br>The conversion of Community Development Lots to Community Property | | Despite anything contained in this Schedule, the Developer may carry out the staging of any conversion, in any order, and at any time, reasonably required by the Developer. |



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| | **Staging & Sequencing** | Despite anything contained in this Schedule, the Developer may carry out the Development Activities in any order, or at any time, reasonably required by the Developer.<br><br>The Developer does not warrant the dates of commencing and completion of works in any stage disclosed in this Schedule. |
| | **Open Access Ways** | Despite anything contained in this Schedule, the Developer may develop and release any part of the Open Access Ways in stages, in any order, or at any time, reasonably required by the Developer. |
| **(k) Description of development**<br><br>**- Construction of open space and Community Parks** | The Developer is authorised in respect of the following Lots:<br><br>(a) proposed Community Development Lot 3;<br>(b) proposed Community Development Lot 4;<br>(c) proposed Community Development Lot 7;<br>(d) proposed Community Development Lot 13;<br>(e) proposed Community Development Lot 18; and/or<br>(f) any other Community Development Lot in substitution for any proposed Community Development Lot or Lots listed above or any other additional Community Development Lots,<br><br>to build, construct, install or provide on, in or under those Lots:<br><br>(a) publicly accessible park/s;<br>(b) landscaping;<br>(c) seating areas, BBQ facilities and fixed tables with seating and playground and/or exercise equipment;<br>(d) retaining walls and structures;<br>(e) any of the Services or infrastructure referred to in this Contract which the Developer or any Authority is authorised to build, construct, install or provide; and<br>(f) any other works, infrastructure and Services approved pursuant to the Planning Approvals. | |



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|---|---|
| **(I) Description of development**<br><br>**- Open Access ways (roads & associated road infrastructure)** | Subject to the Developer's rights under this Contract, Open Access Ways will be created within part Lot 1 (Community Property), progressively during the subdivision of the Land generally in accordance the Plan of Proposed Access Ways. Details of use and enjoyment of the Open Access Ways is set out in the Management Statement.<br><br>The Developer is authorised to construct a network of Open Access Ways for vehicular and pedestrian access generally in accordance with the Plan of Proposed Access Ways. The Open Access Ways will be constructed by the Developer on former proposed Community Development Lots which are converted to Community Property, comprising former proposed Community Development Lots 8, 11, 12, 14, 15 (in part) and 17 .<br><br>Open Access Ways will be constructed and set apart by the Developer progressively during the subdivision of the Land. The Access Way Plan will be updated and replaced as Open Access Ways are created and set apart by the Developer.<br><br>The Developer is authorised to update and replace the Access Way Plan and the schedule of unit entitlement in each subsequent plan of subdivision progressively when the Community Development Lots are converted to Community Property and the access ways are set apart in accordance with Part 6 of the *Community Land Development Act 2021* (NSW). The Developer will also be authorised to progressively update and replace the Access Way Plan in the Management Statement registered for the Community Scheme in tandem with the staged plans of community subdivision.<br><br>The Developer is authorised, in respect of the following Lots which are to comprise Open Access Ways:<br><br>(a) proposed Community Development Lot 8;<br>(b) proposed Community Development Lot 11;<br>(c) proposed Community Development Lot 12;<br>(d) proposed Community Development Lot 14;<br>(e) proposed Community Development Lot 15 (in part);<br>(f) proposed Community Development Lot 17; and/or<br>(g) any other Community Development Lot in substitution for any of the Community Development Lot or Lots listed above or any other additional community development lots,<br><br>to build, construct, install or provide on, in or under those Lots:<br><br>(a) roads including associated road infrastructure, road embellishments, footpaths and streetscape landscaping;<br>(b) retaining walls and structures; |



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|---|---|
| | (c) any of the Services or infrastructure referred to in this Contract which the Developer or any Authority is authorised to build, construct, install or provide; and<br>(d) any other works approved pursuant to the Planning Approval on those Lots. |
| **(m) Description of development**<br>- Car Parking within the Community Parcel | The Developer is authorised to enter into a Car Parking Agreement to manage the use of the land, being the parking within the Community Parcel, on such terms reasonably required by the Developer and agreed with by an Authority. |
| **(n) Easements or covenants proposed to be created burdening or benefiting association property**<br>- Creation and release of Easements and covenants, including Statutory Easements | It is intended, and the Developer is authorised, to create and/or grant and/or release, in respect of any Lot and/or the Community Property and either by burdening or benefiting any Lot and/or the Community Property<br>(a) easements, restrictions on user and positive covenants in the nature of those referred to in Schedule 5;<br>(b) easements, restrictions on user and positive covenants as are required in relation to the Services and infrastructure which the Developer is authorised to build, construct, install or provide under this Contract;<br>(c) easements, restrictions on user and positive covenants required by the Developer, including those required under any Planning Approval or by any Service Provider or Authority; and<br>(d) Statutory Easements in respect of any Service Lines.<br>Schedule 5 contains an indicative list of easements, restrictions on user and/or positive covenants proposed for the development. The Developer's rights to create and/or grant and/or release easements, restrictions on user and or positive covenants burdening or benefiting any Lot and/or the Community Property is not limited to those set out in Schedule 5. |
| **(o) Association Property Amenities**<br>**Community Facilities and Outdoor Community Facilities** | The Developer is authorised to construct the Community Facilities and Outdoor Community Facilities including associated Services and infrastructure as approved pursuant to the Planning Approval on the following Lots:<br>(a) proposed Community Development Lot 15 (which is authorised to be converted to Community Property); or<br>(b) any other Community Development Lot in substitution for the Community Development Lot or Lots listed above or any other additional Community Development Lots. |
| **(p) Association property amenities**<br>**- Buildings, Services, Facilities and Infrastructure** | The following buildings, services, facilities or infrastructure are proposed to be built, constructed, installed or provided on Community Property:<br>The developer is authorised to build, construct, install or provide the following infrastructure and Services on the Community Property and any Lot, as may be required by the Developer and/or any Authority or Service Provider:<br>(a) footpaths and retaining walls; |



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|---|---|---|
| | (b) | water mains, water supply infrastructure and stormwater drainage infrastructure; |
| | (c) | stormwater detention and/or stormwater retention systems and associated infrastructure; |
| | (d) | sewer mains and other infrastructure required as part of the sewerage reticulation system; |
| | (e) | sewerage pumping facility and associated infrastructure; |
| | (f) | electricity substations and associated infrastructure; |
| | (g) | underground cables and conduits for electricity supply; |
| | (h) | light poles and street lighting; |
| | (i) | pipes, cables, conduits, turrets, pits and the like; |
| | (j) | solar panels and associated infrastructure for the supply of electricity; |
| | (k) | Service Lines; and |
| | (l) | any other infrastructure and Services approved pursuant to the Planning Approvals for the Community Scheme. |



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# Schedule 4 – Access, Construction Zones, Working Hours & Related Rights

| Stage | Access | Construction Zones | Working Hours | Related Rights |
|---|---|---|---|---|
| All stages until completion of the development | Unrestricted access for ingress, egress, movement and parking of vehicles to, from and on the Community Parcel and the Community Development Lots. | | Working Hours<br>- Between 7:00 am and 5:00 pm, Mondays to Saturday inclusive.<br>- No work will be carried out on Sundays and Public Holidays (unless otherwise approved by the relevant Authority). | The rights arise under<br>- this Contract<br>- the association property rights by-laws set out in the Management Statement; and<br>- the easements registered on the Community Parcel.<br>In addition, the developer may create easements and covenants over the Community Parcel in favour of Authorities if required as part of completion of the Community Scheme including in accordance with development approval or subdivision approval |

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# Schedule 5 – Easements or Covenants proposed to be created burdening or benefiting association property and community development lots



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Part 1 - Table of Easements which Will/May be Created within Community Property Lot 1, and within the Scheme between Precinct Development (dwelling) Lots.

Notes

- Lot 1 - refers to Community Association Property Lot 1. – NOTE – As much of Community Property Lot 1 will not be created on the initial plans, many of the easement sites will initially be created with development lots, which will eventually become Community Property.
- CDL – Denotes Community Development Lots
- PDL – Denotes Precinct Development Lots
- The easements may be created either:
    - on community development lots before they are converted to Community Association Property Lot 1, or
    - within Community Association Property Lot 1 at any time during the operation of the Community Development Contract.

| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| 1 | Easement for Water Supply Purposes | 1 | Sydney Water | Watermains within private land, which includes Community Property, must be located within an Easement as specified by Sydney Water. |
| 2 | Easement for Access and Drainage | 1 | Sydney Water | Sydney Water requires access over private road ways which contain water mains as to |





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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| | | | | allow for maintenance and drainage purposes. |
| 3 | Positive Covenant (with respect to items 1 and 2) | 1 | Sydney Water | The Positive Covenant sets out what Sydney Water can do, and what the owners of the burdened lot cannot do within the site of the Easement for Water Supply Purposes. (Refer to Memorandum 7158328D for details) |
| 4 | Easement for Sewerage Purposes | 1 | Sydney Water | Should Rising Sewer Mains be required as part of the sewerage reticulation system, Sydney Water will require an easement over the rising main |
| 5 | Easement for Padmount Substation | 1 | Endeavour Energy | Easement site to encompass kiosk substations which will be installed within proposed |





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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| | | | | Community Property |
| 6 | Easement for Underground Cables and/or Street Lighting | 1 | Endeavour Energy | Easement site to encompass electricity cables which will be installed within proposed Community Property |
| 7 | Right of Access for Endeavour Energy | 1 | Endeavour Energy | Easement to encompass all areas within the proposed Community Property required for access purposes to and from Endeavour Energy assets |
| 8 | Restrictions on Use of Land | 1 | Endeavour Energy | The restriction site is between 3 to 5 metres from the Kiosk Substation preventing the owners of the burdened lot from using the restricted areas in specified ways |
| 9 | Easements for Authority Services | 1 | Jemena<br>NBN | Any other easement which may be required by |



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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| | | | Testra<br><br>Or any other service authority | any other Authority including Jemena (Gas Service) , NBN, Telstra, or and other Telecommunications provider. The easement site will capture the position of service cables, conduits, turrets, pits and the like. |
| 10 | Easement for Public Access | 1 | The Hills Council | Allows for public access by vehicle and/or foot over internal road ways and pathways in accordance with Development Consent conditions |
| 11 | Easement for Public Access for Passive Recreation Purposes | 1 | The Hills Council | Allows for public access and recreation over internal open space areas in accordance with Development Consent conditions |



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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| 12 | Easement for Drainage of Water (Public) | 1 | The Hills Council | Allows for the Drainage of Stormwater from external Council lands through proposed Community Property |
| 13 | Easement for Overland Flow (Public) | 1 | The Hills Council | Allows for the overland flow of Stormwater from external Council lands over proposed Community Property |
| 14 | Easement for Detention and or Retention of Stormwater (Public) | 1 | The Hills Council | Allows for the detention and or retention of Stormwater from external Council lands within proposed Community Property |
| 15 | Restrictions on the Use of Land and Positive Covenants (OSD and OSR) | 1 | The Hills Council | Allows for the creation of Restrictions on Use and Positive Covenants with respect to On Site Detention and or On Site Retention in accordance with Development |



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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| | | | | Consent Conditions |
| 16 | Easement for Drainage of Water | 1 | CDL and PDL | Allows for the drainage of stormwater via the Community Stormwater Drainage network to the site drainage outlet points. |
| 17 | Easement for Services | 1 | CDL and PDL | Allows for any non authority service lines which may be required to provide service to Community and Precinct Development Lots to be laid within the proposed Community Property. Services will include, sewerage, potable water, electrical, telecommunications, gas, irrigation. |
| 18 | Easement for Encroachment | 1<br><br>PDL | CDL and PDL<br><br>1 | Allows for minor encroachments which may project from the Community or Precinct |



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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| | | | | Development Lots into the Community Property to remain (and vice versa. |
| 19 | Easement for Overhang | CDL and PDL<br><br>PDL | CDL and PDL<br><br>PDL | Allows for overhanging structures which may project from the Community or Precinct Development Lots into the Community Property to remain. Easements for Overhang will also be required for Eaves and Gutters which overhang between adjoining Precinct Dwelling Lots. – The current draft South Homes precinct plans do nominate where overhang easements are required. |



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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| 20 | Easement for Support of Retaining Wall | 1<br><br>PDL | CDL and PDL<br><br>PDL | Retaining Walls located on common boundaries between development lots and the Community Property will be subject to reciprocal easements for support |
| 21 | Positive Covenant for Maintenance and Repair (of retaining wall) | 1<br><br>PDL | CDL and PDL<br><br>PDL | The covenant will place the repair and maintenance obligations for retaining walls on or near community property boundaries with the Community Association |
| 22 | Easement for Drainage and Services | 1 | Lots within The Glade Subdivision<br><br>DP 285361 and DP 285530 | Easement will allow existing service and drainage lines which have been constructed within the proposed Community Property to remain and to continue to |



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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| | | | | drain within the through the community property |
| 23 | Easement for Access for Forestry Purposes | 1 | NSW Forestry Corporation | Provide access to the Forestry Corporation for the purposes of accessing and maintaining the adjacent Forestry Lots. |
| 24 | Easement for Crane Jib Swing | 1 | CDL and PDL | Easement allows for construction cranes to overhang Community Property. Easement to be released when all site works have been completed |
| 25 | Easement for Construction Operation Purposes | 1 | CDL and PDL | Easement allows for construction activities and operations to take place within Community Property as necessary during the construction |

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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| | | | | programme. Easement to be released when all site works have been completed |
| 26 | Easement for Connection to Services | 1 | CDL and PDL | Easement allows for connection to service infrastructure located within Community Property as required during the construction programme. Easement to be released when all site works have been completed |
| 27 | Restriction on the Use of Land (APZ) | 1 and Developm ent Lots | The Hills Council | Required by Council where the APZ extends within either Community Lot 1 or Community Development Lots |
| 28 | Restriction on the Use of Land (VMP) | 1 | The Hills Council | Required by Council for the Vegetation |



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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| | | | | Management Plan (VMP) |
| 29 | Positive Covenant (APZ) | 1 and Development Lots | The Hills Council | Required by Council where the APZ extends within either Community Lot 1 or Community Development Lots |
| 30 | Positive Covenant (VMP) | 1 | The Hills Council | Required by Council for the Vegetation Management Plan (VMP) |
| 31 | Easement for Public Access | 1 | The Hills Council | Easement for public access over the recreational areas |
| 32 | Restriction on the use of land (Rainwater Tanks – DA condition) | PDLs | The Hills Council | Requires the installation of rainwater tanks |
| 33 | Restriction on the Use of Land (Water Sensitive Urban Design – DA condition) | Lot 5 | Council | Required by the DA |
| 34 | Positive Covenant (Water Sensitive Design – DA Condition) | Lot 5 | Council | Required by the DA |



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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| 35 | Positive Covenant (keeping of animals – DA condition) | PDLs | Council | Outlines requires regarding the keeping of animals as required by the DA |
| 36 | Restriction on the use of Land (Use of SGARS Poisons – DA condition) | PDLs | Council | Prohibits the use of SGARS |
| 37 | Positive covenant (fauna friendly fencing – DA condition) | PDLs and Community Property | Council | Contains requirements regard fencing |
| 38 | Restriction on the use of land (residue lot – DA condition) | Lot 5 | Council | Relates to the development of the residue and is required by the DA |
| 39 | Positive covenant (onside waste collection – DA condition) | Community Property | Council | Requires access for Council for waste collection |
| 40 | Restriction on the use of land (bedroom numbers – DA condition) | PDLs | Council | Prohibits the creation of additional bedrooms in any dwelling |
| 41 | Easement for Support and Services 0.15 Wide | PDL | PDL | Easement to be created over common walls between adjacent dwellings |



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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| | | | | within Precinct Schemes. |
| 42 | Easement for Support of Retaining Wall 0.5 Wide | PDL<br><br>(Can also burden association property where a retaining wall is built onto association land) | PDL | Shared retaining walls between private lots will be subject to Easement for Support of Retaining Wall 0.5 wide on each side of the boundary. |
| 43 | Easement to Drain Water 1.5 Wide (or as otherwise varied in width). | PDL | PDL | Standard term Easement to Drain Water to cover inter-allotment drainage between the precinct dwelling lots |
| 44 | Easement for Repairs 1.0 Wide | PDL | PDL | Standard term Easement for Repairs – but expanded to include the additional terms as required by The Hills Shire Council within their standard easement recital. |



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| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| 45 | Easement for Overhang and Services 0.9 Wide | PDL | PDL | Easement for Overhang and Services 0.9 wide (to be confirmed) for roofing which overhangs the adjoining lot. |
| 46 | Restriction on the Use of Land (Ground Floor Slabs) | PDL | PDL | The restriction on the Use of Land will burden each lot which may in some way share a ground level floor slab with the adjoin lot. |

Part 2 – Statutory Easements Created under Division 2 – Sections 32 to 40 of the Community Land Development Act.

Statutory easements may be created over service lines and shown as a statutory service within prescribed diagrams registered as part of the Community Management Statement.

The Community Management Statement will be updated periodically during the period of operation of the Community Development Contract as statutory easements over service lines are created.

The service lines will/may include:

- Storm Water – inclusive of pipes, pits, pumps, and structures
- Private electrical cables and conduits
- Private Sewer Mains
- Private Water Mains



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- Irrigation Pipes
- Telecommunications cables and conduits
- NBN cables and conduits
- And other service lines which may be laid as part of the development.

The entity receiving the benefit of the statutory easement may include, an Association, the owner of a development lot or a service provider, as set out in the Community Management Statement.



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# Schedule 6 - Dictionary

## 1. Dictionary

In this Contract these terms (in any form) mean:

**Access Way Plan** means the plan illustrating the access ways contained within the Community Scheme and which will form part of the Management Statement.

**Authority** means any government, semi-government, statutory, public or other authority which has jurisdiction over the Community Parcel, including the Council.

**Car Parking Agreement** means an agreement entered into (or which may be entered into) by the Developer with an Authority for the Authority to manage and regulate car parking within the Community Scheme as contemplated in s.233(G) of the *Management Act* and s.650A of the *Local Government Act 1993*.

**Community Association** means the corporation that:

(a) is constituted by section 8 of the Development Act on registration of the Community Plan; and

(b) is established as a community association by section 8 of the Development Act.

**Community Development Lot** means a lot in the Community Plan that is not:

(a) Community Property;

(b) a public reserve or a drainage reserve;

(c) land that has become subject to a Subsidiary Scheme; or

(d) land that has been severed from the Community Scheme.

**Community Facilities** means those fixtures, fittings and facilities which are authorised to be constructed on or attached to the Community Property set out in Schedule 3, which may include an indoor facility with multi-purpose room and alfresco dining facilities, pool and bathroom amenities with fob access to be designated as Community Facilities by the Community Association for use by residents and their guests only.

**Community Legislation** means the Development Act, the Management Act and related legislation.

**Community Parcel** means the land the subject of the Community Scheme.

**Community Parks** means the park areas within Community Property which may include landscaping, seating areas, BBQ facilities and fixed tables with seating and playground and/or exercise equipment.

**Community Plan** means the plan to which this Contract relates.

**Community Property** means the property comprised in Lot 1 of the Community Plan and includes Service Lines and Open Access Ways.

**Community Scheme** means the community scheme constituted on registration of the Community Plan.

**Completion** means the date 10 years after the date of the registration of this Contract.

**Concept Plan** means the plans contained in Schedule 1.



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**Contract** means this contract registered with the Community Plan.

**Council** means Hills Shire Council.

**Developer** means any of the following:

(a) Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241 or its nominated entity;

(b) Mirvac Highforest Pty Ltd ACN 682 614 375 or its nominated entity; and

(c) any person who is the registered proprietor of a Community Development Lot and in respect of which the Developer has given notice to the Community Association to the effect that that person is to have the rights of the Developer under this Contract.

**Development** has the meaning set out in the Development Act.

**Development Act** means *Community Land Development Act 2021* (NSW).

**Development Activities** means anything to be done in connection with the development in the Community Parcel as is from time to time determined by the Developer, including:

(a) any form of demolition work, excavation work or landscaping work;

(b) any form of building work or work ancillary to or associated with building work, including but not limited to:

(i) all civil works, the installation of any Service and associated Service Lines;

(ii) construction of or adjustment to fencing and retaining walls;

(iii) defect rectification works;

(iv) the installation of any Service and associated Service Lines;

(v) the construction of Open Access Ways;

(vi) the construction of the Community Facilities, Outdoor Community Facilities and Community Parks; and

(vii) the construction of Storm Water Detention System;

(c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition;

(d) the subdivision of land forming part of the Community Parcel;

(e) the conversion of a Community Development Lot to Community Property;

(f) the severance or transfer of a Community Development Lot from the Community Parcel;

(g) the dedication of land forming part of the Community Parcel;

(h) progressively update the schedule of unit entitlements in any plan of subdivision of the Community Scheme;

(i) progressively update the Access Way Plan attached to the Management Statement registered for the Community Scheme;

(j) the Selling and Leasing Activities; and

(k) any other Development permitted to be carried out by the Developer under this Contract.

**Development Concerns** has the meaning set out in s.55 of the Development Act and for the purposes of s.55(1)(c) of the Development Act, includes the matters referred to in this Contract.



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**Land** has the meaning given on sheet 1 of this Contract under the heading "Land to be developed".

**Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Lot** means a lot within the Community Scheme and includes a Community Development Lot and a Precinct Lot.

**Management Act** means *Community Land Management Act 2021* (NSW).

**Management Statement** means the community management statement registered with the Community Plan, as amended from time to time under the Community Legislation.

**Open Access Ways** means open access ways set apart under section 41 of the Development Act and as shown in the Plan of Proposed Access Ways.

**Other Parties** has the meaning set out in s.49(10) of the Development Act.

**Occupier** means the occupier for the time being of a Lot including a lessee, sublessee, under-lessee or licensee of a Lot, not being the Owner.

**Owner** means the registered proprietor for the time being of a Lot and includes (unless inappropriate) any mortgagee in possession.

**Outdoor Community Facilities** means those fixtures, fittings and facilities which are authorised to be constructed on or attached to the Community Property set out in Schedule 3, which may include:

(a) BBQ area;

(b) outdoor playground;

(c) multicourt pickleball and basketball FIBA half court;

(d) car park;

(e) passive open space lawn areas;

(f) seating and furniture; and

(g) open spaces and any other facilities,

to be designated as Outdoor Community Facilities by the Community Association which is to be a publicly accessible area.

**Plan of Proposed Access Ways** means the plan illustrating the proposed Access Ways to be contained (or which are authorised to be contained) within the Community Scheme, being the Community Development Contract access way plan forming part of the Concept Plan.

**Planning Approval** has the meaning set out in the Development Act.

**Precinct Association** means the corporation that:

(a) is constituted by section 9 of the Development Act on registration of a Precinct Plan; and

(b) is established as a precinct association by section 9 of the Development Act.

**Precinct Lot** means a lot in a Precinct Plan.

**Precinct Parcel** means the land the subject of the Precinct Scheme.

**Precinct Plan** means a precinct plan that subdivides a Community Development Lot within the Community Parcel under the Development Act.



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**Precinct Property** means the Precinct Property in a Precinct Scheme.

**Precinct Scheme** means the precinct scheme constituted on registration of the Precinct Plan.

**Selling and Leasing Activities** means activities relating to the sale, including sale by auction, and leasing of Lots, the promotion of the Community Scheme and all ancillary activities.

**Service** includes:

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, gas, electricity, artificially heated or cooled air or oil;

(b) the provision of sewage and drainage;

(c) firefighting services;

(d) transmission by, radio, television, satellite or other means;

(e) transmission by, telephone, internet or other data source;

(f) telecommunication services; and

(g) any other facility, supply or transmission.

**Service Line** means the structures, machinery, equipment and things in the Community Parcel for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, dam, pond, lake, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision is to be facilitated.

**Service Provider** means an Authority that provides a Service.

**Sign** includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity and includes for sale and to lot signs.

**Statutory Easement** means an easement created pursuant to Division 2 Part 5 of the Development Act.

**Storm Water Detention Systems** means the relevant parts of the Community Property comprising of one or more storm water detention systems.

**Subsidiary Scheme** means the Precinct Schemes.

## 2. Interpretation

### 2.1 Construction

In this Contract unless the context indicates a contrary intention:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;

(b) a reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation";

(c) a thing includes the whole or each part of it; and

(d) the singular includes the plural and vice versa.

### 2.2 Headings



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Headings do not affect the interpretation of the by-laws.

**2.3 Cumulative rights and obligations**

The rights, powers and remedies provided in this Contract are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Contract.

**2.4 Community Legislation**

Words and expressions not defined in this Contract but defined in the Community Legislation have the meaning given to them by the Community Legislation.



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**EXECUTED** as an agreement.

**Registered Proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Projects (Retail and Commercial) Pty Limited

Authority: Power of Attorney – Book 4836 No. 835

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

**Mortgagee Consent**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Highforest Pty Ltd ACN 682 614 375

Authority: Power of Attorney – Book 4833 No. 896

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |



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**Consents and Approvals**

**Certificate of approval**

The Hills Shire Council certifies that:

(a) it has approved the development described in Development Application No 859/2022/JP ; and

(b) the terms and conditions of this Community Development Contract are consistent with that development as approved.

Dated this 15 day of September 2025.

**Signed** on behalf of The Hills Shire Council

Electronically signed by me, David Munday affixed by me on 15/09/25

Signature

David Munday
Manager Subdivision and Development Certification

Name (print)

TERMS OF INSTRUMENT NOT CHECKED IN NSW LAND REGISTRY SERVICES

REGISTERED: 13/10/2025

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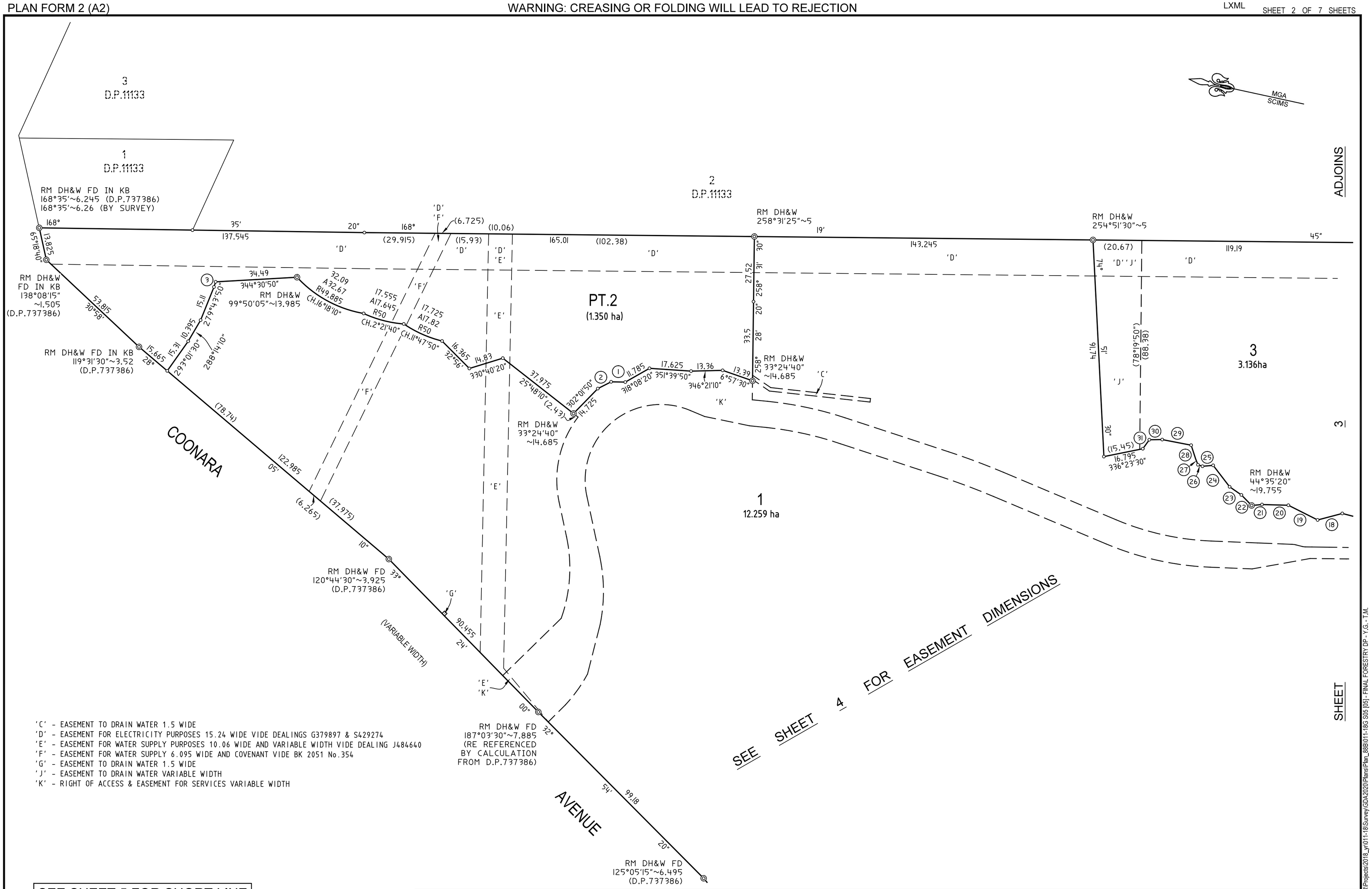
'X'
SSM180262 FD
199°30'55"~39.15
213°56'45"~56.031 (MGA GROUND)
213°54'25"~56.050 (SURVEY)
NO MARKS FD
3
D.P.11133
RM DH&W FD IN KB
168°35'~6.245 (D.P.737386)
168°35'~6.26 (BY SURVEY)
1
D.P.11133
2
D.P.11133
16
D.P.11133
17
D.P.11133
RM GIP FD
258°20'~0.455
(D.P.87605)
GIN FD IN POST
307°55'~0.13 (DP 737386)
RM GIP FD
258°28'~0.455 (DP 87605)
RM DH&W FD IN KB
138°08'15"~1.505
(D.P.737386)
SSM82093 FD
RM DH&W FD IN KB
119°31'30"~3.52
(D.P.737386)
RM DH&W
29°00'40"
~21.55
RM DH&W
57°37'20"~22.7
RM GIP
53°43'20"~23.475
PT.2
(1.350 ha)
RM DH&W
33°24'40"~14.685
RM DH&W
83°35'~27.875
3
3.136ha
RM DH&W
44°35'20"
~19.755
RM DH&W
38°43'50"~22.16
RM DH&W
189°47'15"~7.83
PT.2
(9.133ha)
TOTAL 10.483 ha
1
12.259ha
RM DH&W FD
120°44'30"~3.925
(D.P.737386)
RM DH&W FD
187°03'30"~7.885
(RE REFERENCED
BY CALCULATION
FROM D.P.737386)
RM DH&W FD
125°05'15"~6.495
(D.P.737386)
213°22'35"~570.115 (SURVEY)
213°22'35"~570.099 (MGA GROUND)
207°56'50"~186.36
213°19'05"~514.070 (SURVEY)
213°18'52"~514.079 (MGA GROUND)
SEE
SHEET
FOR EXISTING SYDNEY WATER EASEMENT DETAILS
FOR EXISTING ENDEAVOUR ENERGY EASEMENT DETAILS
COONARA
AVENUE
RM DH&W
99°50'05"
~13.985
RM SSM 57918 FD
RM GIP
307°~0.925
RM GIP FD
81°21'30"~1.005
(11218-3000)
RM BROAD ARROW
FD IN ROCK
339°32'30"~10.19
(11218-3000)
SSM42222 FD
SSM57918 FD
'Y'
231°26'35"~93.305 (SURVEY)
231°26'25"~93.305
(MGA GROUND)
SSM86040 FD
144°43'20"~140.830 (SURVEY)
144°43'22"~140.833
(MGA GROUND)
SSM86041 FD
(D.P.285362)
155°53'10"~349.21 (SURVEY)
155°53'~349.25 (MGA GROUND)
D.P.285530
D.P.285362
D.P.914864
D.P.285362
D.P.285362
D.P.285362




'C' - EASEMENT TO DRAIN WATER 1.5 WIDE
'D' - EASEMENT FOR ELECTRICITY PURPOSES 15.24 WIDE VIDE DEALINGS G379897 & S429274
'E' - EASEMENT FOR WATER SUPPLY PURPOSES 10.06 WIDE AND VARIABLE WIDTH VIDE DEALING J484640
'F' - EASEMENT FOR WATER SUPPLY 6.095 WIDE AND COVENANT VIDE BK 2051 No.354
'G' - EASEMENT TO DRAIN WATER 1.5 WIDE
'J' - EASEMENT TO DRAIN WATER VARIABLE WIDTH
'K' - RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH

SEE SHEET 5 FOR SHORT LINE AND SHORT ARC TABLES

| SURVEYOR | PLAN OF | LGA: THE HILLS SHIRE | Registered | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 24/01/2025<br>Reference: 011-18 SUB-TM | SUBDIVISION OF LOT 61 IN DP 737386 | Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1000<br>Lengths are in metres | 18/07/2025 | DP1289188 |

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SHEET

ADJOINS

MGA SCIMS

D.P.285362

D.P.285530

RM DH & W GONE (DP 1284479)

RM DH&W GONE (D.P.1284479)

RM DH&W 99°50'05" ~13.985

RM DH&W 38°43'50"~22.16

RM DH&W 189°47'15"~7.83

RM DH&W FD 55°07' 2.19 (DP1284479)

RM BROAD ARROW FD IN ROCK 339°32'30"~10.19 (11218-3000)

RM GIP FD 81°21'30"~1.005 (11218-3000)

RM GIP FD 258°20'~0.455 (D.P.87605)

GIN FD IN POST 307°55'~0.13 (D.P.737386)
RM GIP FD 258°28'~0.455 (D.P.87605)

1

2

3
3.136ha

PT.2
(9.133ha)
TOTAL 10.483 ha

1
D.P.914864

2
D.P.11133

16
D.P.11133

17
D.P.11133

'A' - EASEMENT FOR ACCESS 20 WIDE (DP 1284479)
'B' - EASEMENT FOR SEWERAGE PURPOSES 3 WIDE & VARIABLE (DP 1284479)
'C' - EASEMENT TO DRAIN WATER 1.5 WIDE
'D' - EASEMENT FOR ELECTRICITY PURPOSES 15.24 WIDE VIDE DEALINGS G379897 & S429274
'K' - RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH

SEE SHEET 5 FOR SHORT LINE AND SHORT ARC TABLES

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 24/01/2025<br>Reference: 011-18 SUB-TM | PLAN OF<br>SUBDIVISION OF LOT 61 IN DP 737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1000<br>Lengths are in metres | Registered<br>18/07/2025 | DP1289188 |

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PT.2
(1.350 ha)

SEE DIAGRAM BELOW FOR MORE DETAILS

1
12.259 ha

3
3.136 ha

COONARA AVENUE

SEE SHEET 5 FOR DIAGRAM 1

SEE SHEET 5 FOR DIAGRAM 2

RM DH&W FD 120°44'30"~3.925 (D.P.737386)

RM DH&W FD 120°44'30"~3.925 (RE REFERENCED BY CALCULATION FROM D.P.737386)

RM DH&W FD 125°05'15"~6.495 (D.P.737386)

RM SSM 57918 FD 113°08'20"~6.74 (D.P.270109)

RM DH&W 83°35'-21'875

RM DH&W 33°24'40"~14.685

RM DH&W 44°35'20" ~19.755

RM DH&W 38°43'50" ~22.16

RM DH&W 189°47'15"~7.83

RM DH&W 99°50'05" ~13.985

MGA SCIMS

PT.2

DIAGRAM
SCALE 1:100

'A' - EASEMENT FOR ACCESS 20 WIDE (DP 1284479)
'B' - EASEMENT FOR SEWERAGE PURPOSES 3 WIDE & VARIABLE (DP 1284479)
'C' - EASEMENT TO DRAIN WATER 1.5 WIDE
'E' - EASEMENT FOR WATER SUPPLY PURPOSES 10.06 WIDE AND VARIABLE WIDTH VIDE DEALING J484640
'F' - EASEMENT FOR WATER SUPPLY 6.095 WIDE AND COVENANT VIDE BK 2051 No.354
'G' - EASEMENT TO DRAIN WATER 1.5 WIDE
'J' - EASEMENT TO DRAIN WATER VARIABLE WIDTH
'K' - RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH

SEE SHEET 5 FOR SHORT LINE AND SHORT ARC TABLES

| SURVEYOR | PLAN OF | LGA: THE HILLS SHIRE | Registered | DP1289188 |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 24/01/2025<br>Reference: 011-18 SUB-TM | SUBDIVISION OF LOT 61 IN DP 737386 | Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1000<br>Lengths are in metres | 18/07/2025 | |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_889011-18G S05 [05] - FINAL FORESTRY DP - Y.S. - T.M.

## SCHEDULE OF SHORT LINES

| No. | BEARING | DISTANCE | No. | BEARING | DISTANCE | No. | BEARING | DISTANCE | No. | BEARING | DISTANCE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 348°50'10" | 5.985 | 18 | 332°58'30" | 10.8 | 35 | 177°51'20" | 7.245 | 52 | 238°58' | 16.185 |
| 2 | 320°46'10" | 6.325 | 19 | 14°25'10" | 13.85 | 36 | 90° | 4.07 | 53 | 242°02'30" | 6.355 |
| 3 | 275°23'20" | 2.29 | 20 | 349°13'40" | 11.155 | 37 | 355°43'20" | 7.375 | 54 | 246°05'10" | 5.025 |
| 4 | 354°18'50" | 6.69 | 21 | 342°49'20" | 4.4 | 38 | 66°04'20" | 9.545 | 55 | 358°13' | 4.385 |
| 5 | 355°07'20" | 8.82 | 22 | 33°37' | 6.215 | 39 | 47°13'20" | 3.15 | 56 | 357°31'40" | 9.335 |
| 6 | 41°49'50" | 4.18 | 23 | 22°16'10" | 6.04 | 40 | 9°17' | 3.11 | 57 | 316°56'30" | 5.305 |
| 7 | 18°12'40" | 4.68 | 24 | 40°12'10" | 11.44 | 41 | 4°05'10" | 6.765 | 58 | 307°52'30" | 8.01 |
| 8 | 46°48' | 2.16 | 25 | 342°57'10" | 4.51 | 42 | 258°31'30" | 8.03 | 59 | 131°29'30" | 12.745 |
| 9 | 96°38'30" | 3.925 | 26 | 5°48'30" | 2.035 | 43 | 173°31'40" | 6.615 | 60 | 123°11'30" | 5.3 |
| 10 | 27°38'30" | 6.07 | 27 | 56°03' | 2.64 | 44 | 170°02'50" | 14.66 | 61 | 139°43'20" | 9.54 |
| 11 | 5°36'10" | 8.185 | 28 | 59°44'10" | 6.13 | 45 | 182°08'20" | 2.745 | 62 | 10°00'10" | 5.51 |
| 12 | 15°02'30" | 7.16 | 29 | 358°43'10" | 12.475 | 46 | 168°56'50" | 2.725 | 63 | 348°21'50" | 15.27 |
| 13 | 342°25'50" | 15.62 | 30 | 347°02'50" | 5.455 | 47 | 168°19' | 7.325 | 64 | 10°24'30" | 6.535 |
| 14 | 4°13'50" | 15.81 | 31 | 293°32'40" | 4.695 | 48 | 168°39'20" | 8.88 | 65 | 202°04' | 9.255 |
| 15 | 302°38'20" | 6.165 | 32 | 115°40' | 8.685 | 49 | 186°14'20" | 1.96 | 66 | 174°00'10" | 42.47 |
| 16 | 59°02'10" | 6.445 | 33 | 72°03'50" | 4.895 | 50 | 59°21'30" | 17.01 | 67 | 7°04'20" | 5.62 |
| 17 | 2°35'50" | 7.78 | 34 | 357°30'40" | 5.15 | 51 | 155°02'20" | 7.46 | 68 | 195°41'20" | 2.87 |

## SCHEDULE OF SHORT CURVED LINES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 101 | 176°06'40" | 1.67 | 1.67 | 7.95 |
| 102 | 174°22'40" | 1.37 | 1.37 | 7.05 |
| 103 | 175°58' | 7.97 | 7.99 | 33.315 |
| 104 | 141°18' | 7.845 | 8.71 | 5.55 |
| 105 | 82°17' | 2.695 | 2.725 | 5.55 |
| 106 | 61°25'10" | 7.36 | 7.375 | 31.03 |
| 107 | 256°25'40" | 4.695 | 4.715 | 14.905 |
| 108 | 271°53'20" | 25.72 | 25.725 | 498.905 |
| 109 | 280°13'10" | 8.23 | 8.25 | 34.45 |
| 110 | 343°04' | 15.435 | 15.435 | 499.475 |
| 111 | 338°51'30" | 11.805 | 12.09 | 16 |
| 112 | 78°24'30" | 12.62 | 12.755 | 25.1 |
| 113 | 44°18' | 9.265 | 9.42 | 14.94 |
| 114 | 23°49'40" | 21.18 | 21.185 | 289.64 |
| 115 | 15°09'20" | 7.46 | 7.46 | 112.195 |
| 116 | 356°05'20" | 9.455 | 9.5 | 28.335 |
| 117 | 293°22'10" | 16.08 | 16.12 | 63.975 |
| 118 | 331°15' | 10.0 | 10.035 | 34.45 |

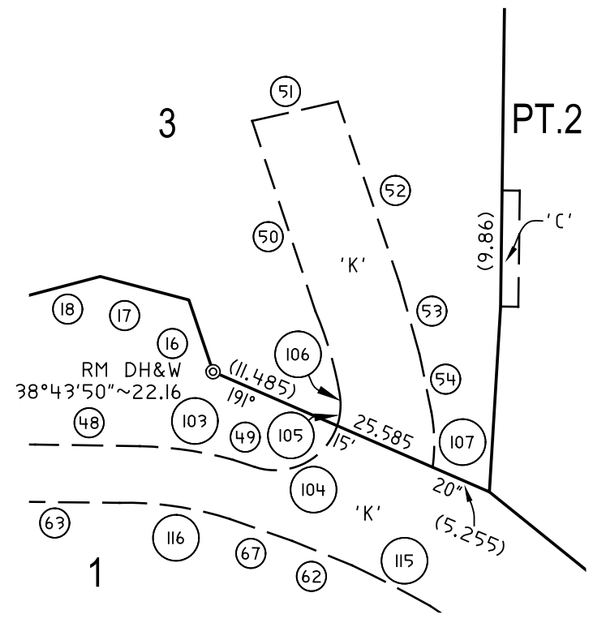


DIAGRAM 1
SCALE 1:500

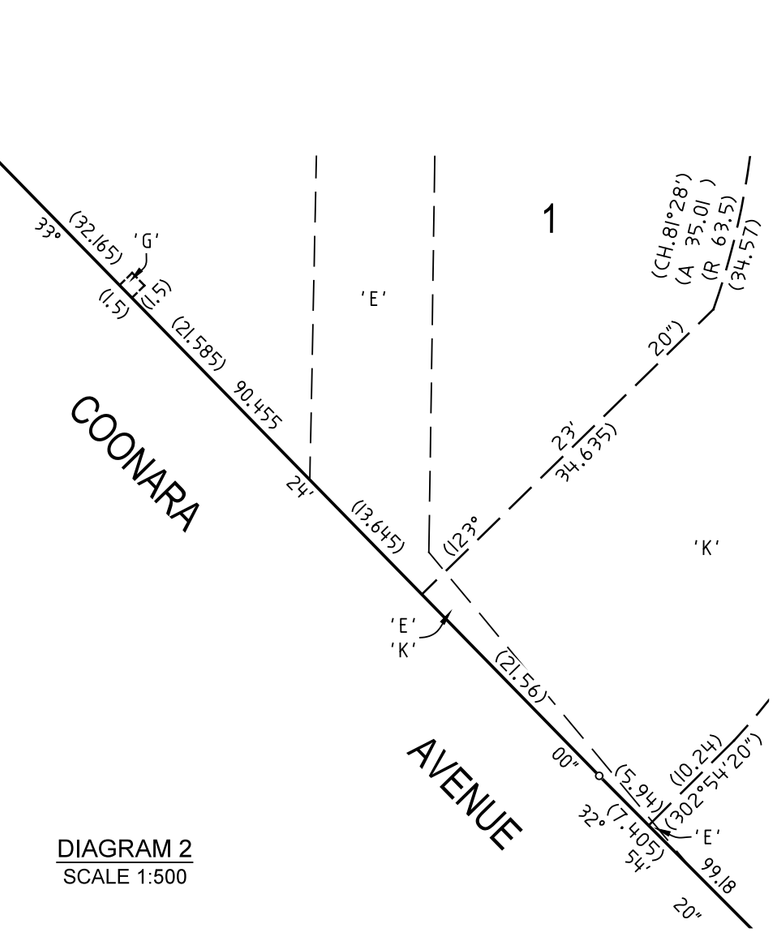


DIAGRAM 2
SCALE 1:500

'C' - EASEMENT TO DRAIN WATER 1.5 WIDE
'E' - EASEMENT FOR WATER SUPPLY PURPOSES 10.06 WIDE AND VARIABLE WIDTH VIDE DEALING J484640
'G' - EASEMENT TO DRAIN WATER 1.5 WIDE
'K' - RIGHT OF ACCESS & EASEEMENT FOR SERVICES VARIABLE WIDTH

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 24/01/2025<br>Reference: 011-18 SUB-TM | PLAN OF<br>SUBDIVISION OF LOT 61 IN DP 737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | Registered<br>18/07/2025 | DP1289188 |

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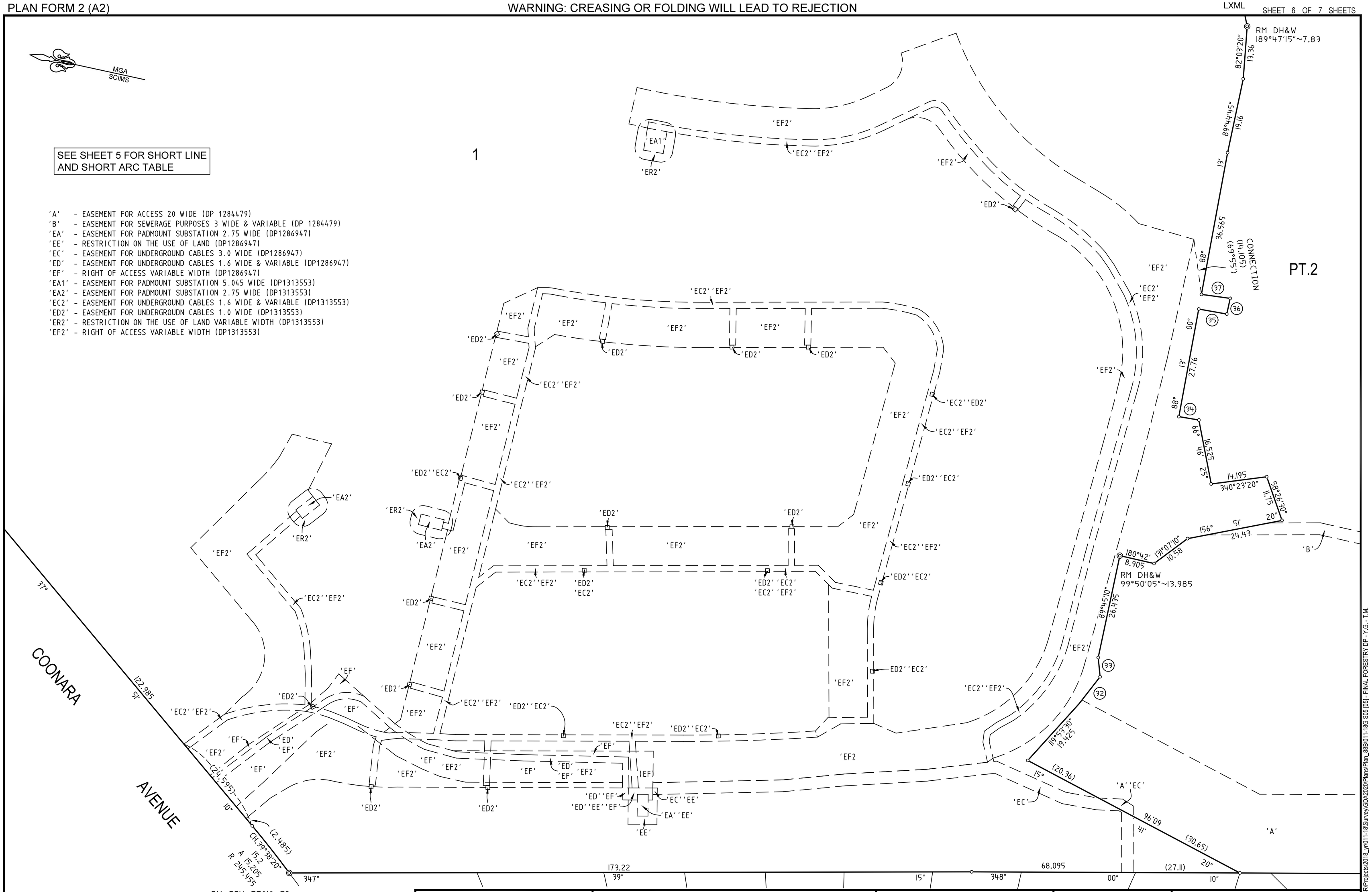


SEE SHEET 5 FOR SHORT LINE AND SHORT ARC TABLE

'A' - EASEMENT FOR ACCESS 20 WIDE (DP 1284479)
'B' - EASEMENT FOR SEWERAGE PURPOSES 3 WIDE & VARIABLE (DP 1284479)
'EA' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1286947)
'EE' - RESTRICTION ON THE USE OF LAND (DP1286947)
'EC' - EASEMENT FOR UNDERGROUND CABLES 3.0 WIDE (DP1286947)
'ED' - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1286947)
'EF' - RIGHT OF ACCESS VARIABLE WIDTH (DP1286947)
'EA1' - EASEMENT FOR PADMOUNT SUBSTATION 5.045 WIDE (DP1313553)
'EA2' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1313553)
'EC2' - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)
'ED2' - EASEMENT FOR UNDERGROUDN CABLES 1.0 WIDE (DP1313553)
'ER2' - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP1313553)
'EF2' - RIGHT OF ACCESS VARIABLE WIDTH (DP1313553)

| SURVEYOR | PLAN OF | LGA: THE HILLS SHIRE | Registered | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 24/01/2025<br>Reference: 011-18 SUB-TM | SUBDIVISION OF LOT 61 IN DP 737386 | Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 600<br>Lengths are in metres | 18/07/2025 | DP1289188 |

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MGA GDA2020

1

3

PT.2

'SW1' - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE 'DP 1315873'
'SW2' - EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH 'DP 1315873'
'SW3' - POSITIVE COVENANT - ONLY AFFECTS THE PART OF LOT 61 DP 737386 DESIGNATED AS 'SW3' 'DP 1315873' (NO.3)
'SW4' - POSITIVE COVENANT - ONLY AFFECTS THE PART OF LOT 61 DP 737386 DESIGNATED AS 'SW4' 'DP 1315873' (NO.4)

NOTE:
POSITIVE COVENANT 'SW3' & 'SW4'
ONLY AFFECT THE PARTS OF LOT 1
IDENTIFIED AS 'SW1' & 'SW4'

RM DH&W FD
125°05'15"~6.495
(D.P.737386)

RM SSM 57918 FD
113°08'20"~6.74
(D.P.270109)

RM DH&W
44°35'20"
~19.755

RM DH&W
189°47'15"~7.83

RM DH&W
99°50'05"
~13.985

COONARA AVENUE (VARIABLE WIDTH)

SEE SHEET 5 FOR SHORT LINE AND SHORT ARC TABLES

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 24/01/2025<br>Reference: 011-18 SUB-TM | PLAN OF<br>SUBDIVISION OF LOT 61 IN DP 737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1000<br>Lengths are in metres | Registered<br>18/07/2025 | DP1289188 |

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| PLAN FORM 6B (2018) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 18/07/2025

Title System: TORRENS

Office Use Only

# DP1289188

**PLAN OF**
SUBDIVISION OF LOT 61 IN DP 737386

LGA: THE HILLS SHIRE
Locality: WEST PENNANT HILLS
Parish: FIELD OF MARS
County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of SUITE 7.01 LEVEL 7 3 RIDER BLVD RHODES

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 24/01/2025, or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

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

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

Signature: Tasy Moraitis Dated: 10/072025

Surveyor Identification No: 1652
Surveyor registered under the *Surveying and Spatial Information Act 2002*

Electronic signature affixed by me or at my direction on the 10/07/2025

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, David Munday

*Authorised Person/*~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed Subdivision for (caravan park or forestry) lease purposes in accordance with section 23H or 23J *Conveyancing Act 1919* set out in the plan with this certificate.

Signature: D. Munday Electronically signed by me David Munday, affixed by me 16/7/2025

Accreditation number: N/A

Consent Authority: The Hills Shire Council

Date of endorsement: 16/7/2025

Subdivision Certificate number: 1/2026/SC

File number: 1414/2022/ZB

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.
DP 11133
DP 270109
DP 285362
DP 285431
DP 737386
DP 1284479
DP 1286947
DP 1313553
DP 1315873

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

Surveyor's Reference: 011-18 SUB-TM

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

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

**Registered:** 18/07/2025 Office Use Only

Office Use Only

# DP1289188

**PLAN OF**
SUBDIVISION OF LOT 61 IN DP 737386

Subdivision Certificate number: 1/2026/SC

Date of Endorsement: 16/7/2025

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

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

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

TO CREATE:

1 . EASEMENT TO DRAIN WATER 1.5 WIDE (C)
2 . EASEMENT TO DRAIN WATER 1.5 WIDE (G)
3 . RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH (K)
4 . RESTRICTION ON THE USE OF LAND
5 . EASEMENT TO DRAIN WATER VARIABLE WIDTH (J)

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|---|---|---|---|---|
| 1 | 55 | COONARA | AVENUE | WEST PENNANT HILLS |
| 2 | 55 | COONARA | AVENUE | WEST PENNANT HILLS |
| 3 | 55 | COONARA | AVENUE | WEST PENNANT HILLS |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 SUB-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_888\011-18G S05 [05] - FINAL FORESTRY DP - Y.G. - T.M.

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**PLAN FORM 6A (2017)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

**Registered:** 18/07/2025 Office Use Only

Office Use Only

# DP1289188

**PLAN OF**
SUBDIVISION OF LOT 61 IN DP 737386

Subdivision Certificate number: 1/2026/SC

Date of Endorsement: 16/7/2025

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

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

**SIGNATURES:**

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Agnes Szymanski Digitally signed by Agnes Szymanski DN: cn=Agnes Szymanski Date: 2025.07.17 14:53:42 +10'00'

Signature of Witness

Agnes Szymanski

Name of Witness (print)

L28/200 George Street, Sydney nsw 2000

Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

C. Cohen

Signature of Attorney

Geoffrey Cohen

Name of Attorney (print)

Project Director

Position of Attorney (print)

Sarah Thompson Digitally signed by Sarah Thompson DN: cn=Sarah Thompson Date: 2025.07.17 13:09:31 +10'00'

Signature of Attorney

Sarah Thompson

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Signing of behalf of **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**

Power of attorney: Book 4836

No 835

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 SUB-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\011-18G S05 [05] - FINAL FORESTRY DP - Y.G. - T.M.

Document Set ID: 22044169

Req:R849899 /Doc:DP 1289188 P /Rev:18-Jul-2025 /NSW LRS /Prt:01-Sep-2
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**PLAN FORM 6A (2017)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

**Registered:** 18/07/2025 Office Use Only

Office Use Only

# DP1289188

**PLAN OF**
SUBDIVISION OF LOT 61 IN DP 737386

Subdivision Certificate number: 1/2026/SC

Date of Endorsement: 16/7/2025

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

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

**Consent of Mortgagee**

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

Agnes Szymanski — Digitally signed by Agnes Szymanski DN: cn=Agnes Szymanski Date: 2025.07.17 14:53:28 +10'00'

Signature of Witness

Agnes Szymanski

Name of Witness

L28/200 George Street, Sydney nsw 2000

Address of Witness

Signed by attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 414 375**

C. Coh

Signature of Attorney

Geoffrey Cohen

Name of Attorney

Project Director

Position of Attorney

Sarah Thompson — Digitally signed by Sarah Thompson DN: cn=Sarah Thompson Date: 2025.07.17 13:09:02 +10'00'

Signature of Attorney

Sarah Thompson

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Power of attorney: Book 4833

No 896

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 SUB-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\011-18G S05 [05] - FINAL FORESTRY DP - Y.G. - T.M.

Document Set ID: 22044169

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



**Plan:**

# DP1289188

Plan of Subdivision over Lot 61 in DP737376 covered by Subdivision Certificate No 1/2026/SC dated 16/7/2025

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

**Mirvac Projects (Retail and Commercial) Pty Limited** ACN 151 466 241 of Level 28, 200 George Street, Sydney NSW 2000

## Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement to Drain Water 1.5 wide (C) | 1<br>2 | 2<br>1, 3 |
| 2 | Easement to Drain Water 1.5 wide (G) | 1 | The Hills Shire Council |
| 3 | Right of Access & Easement for Services ~~(K)~~ Variable Width (K) | 1<br>3 | 2, 3<br>1 |
| 4 | Restriction on the Use of Land | 1, 3 | The Hills Shire Council |
| 5 | Easement to Drain Water variable width (J) | 3 | 1 |

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

Electronic signature of me, David Munday
affixed by me, or at my direction, on 16/7/2025

Highforest

ME_220945943_8

Document Set ID: 22044168

Req:R849900 /Doc:DP 1289188 B /Rev:18-Jul-2025 /NSW LRS /Prt:01-Sep-2025 11:47 /Seq:2 of 7
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**



**Plan:**

# DP1289188

Plan of Subdivision over Lot 61 in DP737376 covered by Subdivision Certificate No 1/2026/SC dated 16/7/2025

## Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

**Authorised User** means

(a) if the Grantee is a Community Association, Precinct Association or Owners Corporation, each registered proprietor of a lot in that Community Scheme, Precinct Scheme or Strata Scheme, and any occupier or lessee of that lot as authorised by the Community Association, Precinct Association or Owners Corporation;

(b) the Grantee's lessees, sub-lessees, employees, agents, contractors and licensees (including the lessee's employees, agents, contractors and licensees) and invitees of the Grantee; and

(c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Community Association** means the committee appointed under a Management Statement.

**Community Plan** means a community plan registered under the Development Act.

**Community Scheme** means a community scheme created on registration of a Community Plan.

**Council** means The Hills Shire Council or its successor.

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

**Grantee** means:

(a) the registered proprietor of a Lot Benefited;

(b) if, from time to time:

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 16/7/2025

Highforest



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**Plan:**
# DP1289188

Plan of Subdivision over Lot 61 in DP737386 covered by Subdivision Certificate No 1/2026/SC

dated 16/7/2025

(i) a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme; or

(ii) a Precinct Scheme exists in respect of a Lot Benefited, the Precinct Association in respect of that Precinct Scheme; or

(iii) a Community Scheme exists in respect of a Lot Benefited, the Community Association in respect of that Community Scheme; and

(c) an Authority Benefited.

**Grantor** means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time:

(i) a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme; or

(ii) a Precinct Scheme exists in respect of a Lot Burdened, the Precinct Association in respect of that Precinct Scheme; or

(iii) a Community Scheme exists in respect of a Lot Burdened, the Community Association in respect of that Community Scheme.

**Instrument** means this section 88B instrument.

**Lot** means a lot in the Plan.

**Lot Benefited** means the whole or any part of a Lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a Lot having the burden of an Easement.

The word "**includes**" in any form is not a word of limitation.

**1. TERMS OF EASEMENT TO DRAIN WATER 1.5 WIDE (C), EASEMENT TO DRAIN WATER 1.5 WIDE (G) AND EASEMENT TO DRAIN WATER VARIABLE WIDTH (J) NUMBERED 1, 2 & 5 IN THE PLAN**

An Easement to Drain Water set out in Schedule 8 Part 3 of the Conveyancing Act 1919 (as amended) is created.

VARIABLE WIDTH

**2. TERMS OF RIGHT OF ACCESS & EASEMENT FOR SERVICES (K) NUMBERED 3 IN THE PLAN**

(a) An Easement for Services set out in Schedule 8 Part 11 of the Conveyancing Act 1919 (as amended) is created.

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 16/7/2025

Highforest

ME_220945943_8

Document Set ID: 22044168

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**Plan:**
DP1289188

Plan of Subdivision over Lot 61 in DP737386 covered by Subdivision Certificate No 1/2026/SC
dated 16/7/2025

(b) The Grantee and its Authorised Users may pass and repass across the Easement Site and use the Easement Site at all times with or without vehicles for all lawful purposes.

(c) In exercising the powers granted under this Easement, a Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and

(ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(iii) make good any collateral damage.

(d) Where the Grantee is an Authority Benefited, the Authorised Users under this easement includes members of the public.

**3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN**

No development shall be permitted on the Lot Burdened until it is re-subdivided complying with the requirements of Council.

**Name of authority empowered to release, vary or modify restriction on the use of land numbered 4 in the Plan**

Council

Approved by
The Hills Shire Council:

.....
(Authorised Officer)
David Munday
Electronic signature of me, .....
affixed by me, or at my direction, on 16/7/2025

Highforest

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**Plan:**
# DP1289188

Plan of Subdivision over Lot 61 in DP737386 covered by Subdivision Certificate No 1/2026/SC

dated 16/7/2025

**EXECUTED** on behalf of **The Hills Shire Council** by its authorised delegate pursuant to s.378 of Local Government Act 1993 No 30

David Munday

Name of Delegate (Print)

Signature of Delegate

Electronic signature of me, David Munday affixed by me, or at my direction on 16/7/2025

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

Signature of Witness

Electronic signature of me, Leanne Pracy affixed by me, or at my direction, on 16/7/2025

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

Leanne Pracy

Name of Witness
3 Columbia Court
Norwest NSW 2155

Address of Witness

Highforest



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**Plan:**
# DP1289188

Plan of Subdivision over Lot 61 in DP737386 covered by Subdivision Certificate No 1/2026/SC

dated 16/7/2025

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Projects (Retail and Commercial) Pty Limited

Authority: Power of Attorney – Book 4836 No 835

C. Cohen

Signature of authorised person

Geoffrey Cohen

Name of authorised person

Project Director

Office held

Sarah Thompson
Digitally signed by Sarah Thompson
DN: cn=Sarah Thompson
Date: 2025.07.17 13:08:20 +10'00'

Signature of authorised person

Sarah Thompson

Name of authorised person

Senior Development Manager

Office held

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Agnes Szymanski
Digitally signed by Agnes Szymanski
DN: cn=Agnes Szymanski
Date: 2025.07.17 14:55:31 +10'00'

Signature of Witness

Agnes Szymanski

Name of Witness

L28/200 George Street, Sydney NSW 2000

Address of Witness

Ellie Noonan
Digitally signed by Ellie Noonan
DN: cn=Ellie Noonan
Date: 2025.07.17 15:00:34 +10'00'

Signature of Witness

Ellie Noonan

Name of Witness

L28/200 George Street, Sydney NSW 2000

Address of Witness

Highforest

ME_220945943_8

Document Set ID: 22044168

Electronically signed by me David Munday affixed by me 16/7/2025

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**Plan:**
# DP1289188

Plan of Subdivision over Lot 61 in DP737386 covered by Subdivision Certificate No 1/2026/SC

dated 16/7/2025

**Consent of Mortgagee**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Highforest Pty Ltd ACN 682 614 375

Authority: Power of Attorney – Book 4833 No 896

C. Cohen

Signature of authorised person

Sarah Thompson
Digitally signed by Sarah Thompson
DN: cn=Sarah Thompson
Date: 2025.07.17 13:08:44 +10'00'

Signature of authorised person

Geoffrey Cohen

Name of authorised person

Project Director

Office held

Sarah Thompson

Name of authorised person

Senior Development Manager

Office held

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Agnes Szymanski
Digitally signed by Agnes Szymanski
DN: cn=Agnes Szymanski
Date: 2025.07.17 14:54:58 +10'00'

Signature of Witness

Agnes Szymanski

Name of Witness

L28/200 George Street, Sydney NSW 2000

Address of Witness

Ellie Noonan
Digitally signed by Ellie Noonan
DN: cn=Ellie Noonan
Date: 2025.07.17 15:01:03 +10'00'

Signature of Witness

Ellie Noonan

Name of Witness

L28/200 George Street, Sydney NSW 2000

Address of Witness

Highforest

REGISTERED: 18/07/2025

ME_220945943_8

Electronically signed by me David Munday, affixed by me 16/7/2025

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Form: 15PC
Licence: 98M111
Edition: 9909

# POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 1

Land Titles Office use only

7068079Y

(A) **TORRENS TITLE**

61/737386

(B) **LODGED BY**

| LTO Box | Name, Address or DX and Telephone | CODE |
|---|---|---|
| 3BN | Blake Dawson Waldron<br>DX 355 SYDNEY<br>Telephone: (02) 9258 6000<br>Reference (optional): RBM | PC |

(C) **REGISTERED PROPRIETOR**

Of the above land

Babcock and Brown Properties Pty Ltd (ACN 006 417 509)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

| Nature of Interest | Number of Instrument | Name |
|---|---|---|
| Lease | I614902 | IBM Australia Ltd (ACN 000 024 733) |
| Mortgage | 5957230 | Westpac Banking Corporation (ACN 007 457 141) |

(E) **APPLICANT**

A prescribed authority

Baulkham Hills Shire Council

The applicant, being a prescribed authority within the meaning of section 88E(1) of the Conveyancing Act 1919, imposes on the

(F) above land a positive covenant in the terms set out in annexure "A" hereto, applies to have it recorded in the Register and

(G) certifies this application correct for the purposes of the Real Property Act 1900. **DATE:** 28th July, 2000

Signed in my presence by the **authorised officer of the prescribed authority** who is personally known to me.

Signature of witness:

Name of witness: Amy Devlin

Address of witness: Baulkham Hills Shire Council

Signature of authorised officer:

Name of authorised officer: Laurie Doorey

Position of authorised officer: Manager Subdivision Control

Signed in my presence by the **registered proprietor of the land** who is personally known to me.

User 99

Signature of witness: THE COMMON SEAL OF BABCOCK AND BROWN PROPERTIES PTY LTD THE FIXING OF WHICH WAS WITNESSED BY

Name of witness: SARAH ZANON (SECRETARY)

Address of witness: CHIFLEY TOWER, SYDNEY

Signature of registered proprietor: PHILIP GREEN DIRECTOR

BABCOCK & BROWN PROPERTIES PTY LIMITED Common Seal A.C.N. 006 417 509

(H) ~~I, the lessee/mortgagee/chargee under lease/mortgage/charge No. , agree to be bound by this positive covenant.~~

Signed in my presence by the above lessee/mortgagee/chargee who is personally known to me.

Signature of witness:

Name of witness:

~~Address of witness:~~

~~Signature of lessee/mortgagee/chargee:~~

See Annexure "B"

All handwriting must be in block capitals.
A set of notes on this form (13PC-2) is available from the Land Titles Office.



Checked by (LTO use):

Prod. 105 J 3/8

2

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# ANNEXURE "A"

## TERMS OF POSITIVE COVENANT

1. The registered proprietor of the land will in respect of the system:

   (a) Take all reasonable actions to keep the system clean and fee from silt, rubbish and debris;

   (b) Maintain and repair at the sole expense of the registered proprietor of the land the whole of the system so that it functions in a safe and efficient manner;

   (c) Permit the Applicant or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the system;

   (d) Comply with the terms of any written notice issued by the Applicant in respect of the requirements of this covenant within the time stated in the notice which time must be reasonable having regard to the nature of the alleged breach.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Applicant shall have the following additional powers:

   (a) In the event that the registered proprietor of the land fails to comply with the terms of any written notice issued by the Applicant as set out above the Applicant or its authorised agents may enter the land with all necessary materials and equipment and carry out any reasonable work to comply with the said notice referred to in part 1(d) above.

   (b) The Applicant may recover from the registered proprietor in a Court of competent jurisdiction:

      (i) Any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expenses shall include reasonable wages for the Applicant's employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjuction with other work.

      (ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

In this covenant, the expression "on site stormwater detention systems" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater.

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Any on site stormwater detention system constructed on the land is hereafter referred to as "the system".

The Prescribed authority having the power to release, vary or modify the Positive Covenant referred to is Baulkham Hills Shire Council.

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# ANNEXURE "B"

IBM Australia Limited (ACN 000 024 733), the **lessee** under lease No. I614902 agree to be bound by this positive covenant.

**SIGNED, SEALED & DELIVERED** for )
and on behalf of **IBM AUSTRALIA LIMITED** )
by its duly appointed attorney pursuant to )
Power of Attorney dated 25 May 1995, )
Registered No. 216, Book 4100 in the presence )
of: )

.....
Witness
Name (printed): ELIZABETH JANE MITCHELL

.....
Attorney
Name (printed): A J STANNERS

Westpac Banking Corporation, the **mortgagee** under mortgage No. 5957230 agree to be bound by this positive covenant.
Signed in my presence by the above mortgage who is personally known to me

Signature of witness:

Name of witness: BRONWYN HING

Address of witness: 255 ELIZABETH ST SYDNEY

Signature of mortgagee

Senior Manager

Manager Legal
as attorneys under Power of Attorney
No 390 Bk 4047.

Req:R305549 /Doc:DL 7068080 /Rev:21-Sep-2000 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:43 /Seq:1 of 5
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Form: 13RU
Licence: 98M111
Edition: 9909

# RESTRICTION ON THE USE OF LA

**New South Wales**
**Section 88 Conveyancing Act 1**

Land Titles Office use only
7068080Q

(A) **TORRENS TITLE**

For the servient tenement
61/737386

(B) **LODGED BY**

| LTO Box | Name, Address or DX and Telephone | CODE |
|---|---|---|
| 2887 | Blake Dawson Waldron<br>DX 355 SYDNEY<br>Telephone: (02) 9258 6000<br>Reference (optional): EBM | R |

(C) **APPLICANT**

Baulkham Hills Shire Council

(D) ~~The applicant, being the registered proprietor of the servient/dominant tenement, applies to have a recording made in the Register of a deed of covenant made on between the registered proprietor of the servient tenement and the registered proprietor of the dominant tenement a copy of which is annexed hereto marked~~

(E) ~~I certify this application correct for the purposes of the Real Property Act 1900.~~ ~~**DATE:**~~
~~Signed in my presence by the applicant who is personally known to me.~~

~~Signature of witness:~~ ~~Signature of applicant:~~

~~Name of witness~~:
~~Address of witness:~~

See Annexure "A"

~~(F) **CONSENT**~~

~~*[Full name]* the lessee/mortgagee/chargee~~
~~under lease/mortgage/ charge No.~~ ~~hereby consents to this application~~.

~~Signature of witness~~: ~~Signature of lessee/mortgagee/chargee~~:

~~Name of witness~~:
~~Address of witness~~:

All handwriting must be in block capitals.
A set of notes on this form (13RU-2) is available from the Land Titles Office.



Checked by (LTO use):

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# ANNEXURE "A"

**REGISTERED PROPRIETOR** of servient tenement
Babcock and Brown Properties Pty Ltd (ACN 006 417 509)

**LESSEE**
**MORTGAGEE**
**or CHARGEE**

| Of the servient tenement agreeing to be bound | | |
|---|---|---|
| Nature of Interest | Number of Instrument | Name |
| Lease | I614902 | IBM Australia Limited (ACN 000 024 733) |
| Mortgagee | 5957230 | Westpac Banking Corporation (ACN 007 457 141) |

The applicant, being a prescribed authority within the meaning of section 88E(1) of the Conveyancing Act 1919, imposes on the servient tenement a restriction on the use of the land in the terms set out in Annexure "B" hereto, applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE: 28th July, 2000

**SIGNED** in my presence by the authorised officer of the applicant who is personally known to me in the presence of:

Signature of witness

Amy Devlin
Name of witness

Baulkham Hills Shire Council
Address

Signature of authorised officer

Laurie Doorey
Name of authorised officer

Manager Subdivision Control
Position of authorised officer

Req:R305549 /Doc:DL 7068080 /Rev:21-Sep-2000 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:43 /Seq:3 of 5
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**SIGNED** in my presence by the **registered proprietor** of the **servient tenement** who is personally known to me

**THE COMMON SEAL** of **BABCOCK AND BROWN PROPERTIES PTY LTD,** the fixing of which was witnessed by:

BABCOCK & BROWN PROPERTIES PTY LIMITED
Common Seal
A.C.N.
006 417 509

Signature of director ~~Secretary~~

SARAH ZANONI
Name

Signature of director / ~~secretary~~

PHILLIP GREEN
Name

IBM Australia Limited (ACN 000 024 733), the **lessee** under lease No. I614902 agree to be bound by this positive covenant.

**SIGNED, SEALED & DELIVERED** for )
and on behalf of **IBM AUSTRALIA LIMITED** )
by its duly appointed attorney pursuant to )
Power of Attorney dated 25 May 1995, )
Registered No. 216, Book 4100 in the presence )
of: )

.....
Witness
Name (printed): ELIZABETH JANE MITCHELL

.....
Attorney
Name (printed): AJ STAMMERS

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**WESTPAC BANKING CORPORATION** the mortgagee under mortgage No. 5957230 agrees to be bound by this restriction on use

Signature of witness

BRONWYN HING

Name of witness

255 ELIZABETH ST, SYDNEY

Address of witness:

Signature of mortgagee: Senior Manager

Manager Legal

as attorneys under Power of Attorney No 390 Bk 4047

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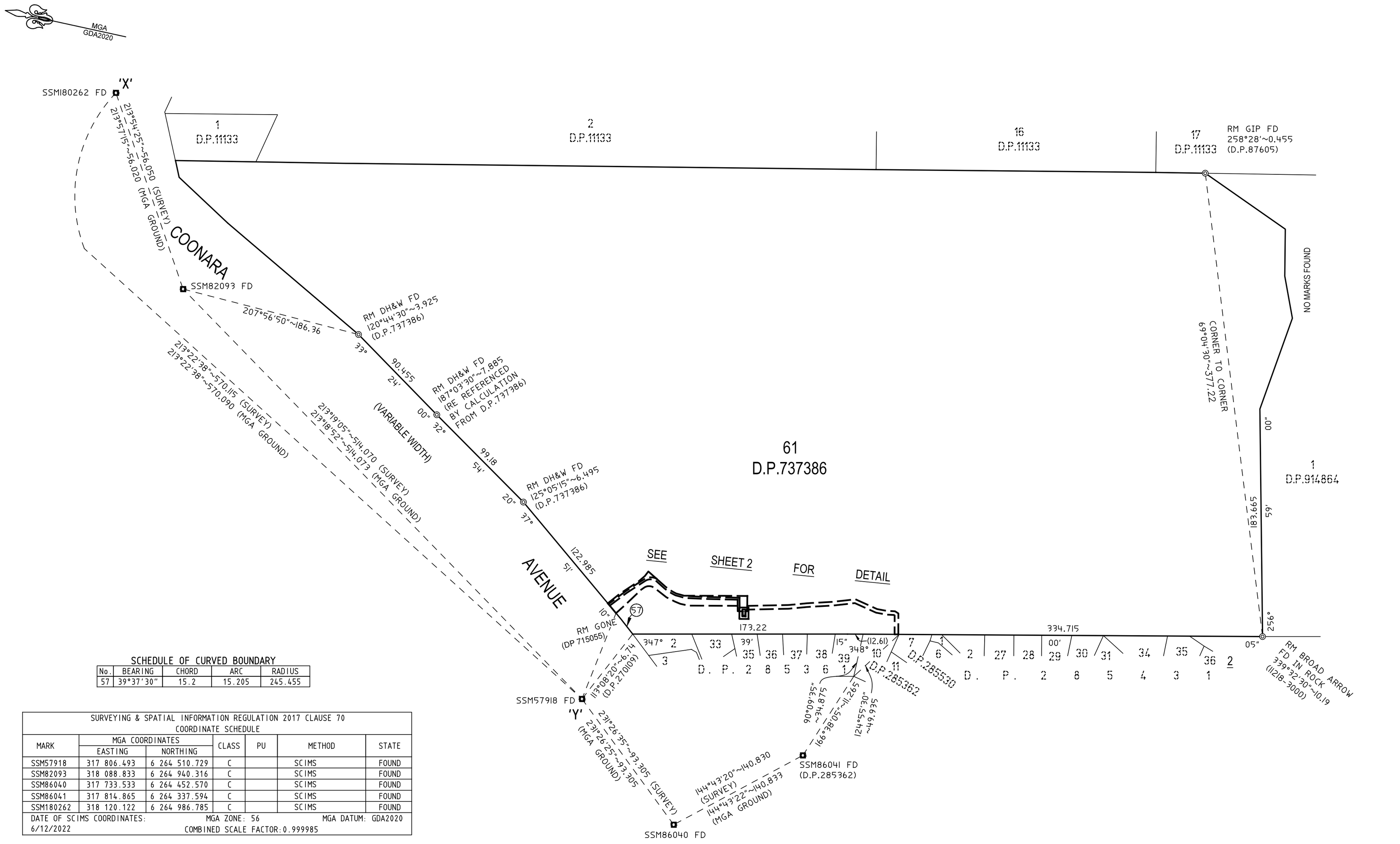
# ANNEXURE "B"

## TERMS OF RESTRICTION ON USE OF SERVIENT TENEMENT

The registered proprietor shall not make or permit or suffer the making of any alterations to the on site stormwater detention system which is or shall be constructed on the servient tenement without the prior consent in writing of Baulkham Hills Shire Council. The expressions "on site stormwater detention systems" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater. Any on site stormwater detention system constructed on the servient tenement is hereafter referred to as "the system".

Name of prescribed authority having the power to release vary or modify the restriction on use is Baulkham Hills Shire Council.




SCHEDULE OF CURVED BOUNDARY

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 57 | 39°37'30" | 15.2 | 15.205 | 245.455 |

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70
COORDINATE SCHEDULE

| MARK | MGA COORDINATES | | CLASS | PU | METHOD | STATE |
|---|---|---|---|---|---|---|
| | EASTING | NORTHING | | | | |
| SSM57918 | 317 806.493 | 6 264 510.729 | C | | SCIMS | FOUND |
| SSM82093 | 318 088.833 | 6 264 940.316 | C | | SCIMS | FOUND |
| SSM86040 | 317 733.533 | 6 264 452.570 | C | | SCIMS | FOUND |
| SSM86041 | 317 814.865 | 6 264 337.594 | C | | SCIMS | FOUND |
| SSM180262 | 318 120.122 | 6 264 986.785 | C | | SCIMS | FOUND |

DATE OF SCIMS COORDINATES: 6/12/2022 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR:0.999985

| SURVEYOR | PLAN OF | | Registered | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Date: 10/03/2023<br>Reference: 011-18F EASE2-TM | EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 2000<br>Lengths are in metres | 03/11/2023 | DP1286947 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\011-18G S04 [03] EASE - A.K.P. - T.M.

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SCHEDULE OF SHORT CURVED EASEMENT LINES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 1 | (199°47'45") | (9.94) | (9.955) | (46.32) |
| 3 | (19°47'45") | (10.28) | (10.3) | (47.92) |
| 8 | (165°21'45") | (9.575) | (9.96) | (10.29) |
| 9 | (345°14'10") | (8.05) | (8.37) | (8.69) |
| 10 | (351°20'15") | (7.82) | (8.27) | (7.17) |

SCHEDULE OF SHORT EASEMENT LINES

| No. | BEARING | DISTANCE | No. | BEARING | DISTANCE | No. | BEARING | DISTANCE |
|---|---|---|---|---|---|---|---|---|
| 2 | (182°52'15") | (1.115) | 24 | (312°25'45") | (3.535) | 42 | (3°04'05") | (8.32) |
| 4 | (78°21'50") | (3.04) | 25 | (25°34'35") | (12.35) | 43 | (350°10'15") | (17.02) |
| 5 | (167°58'30") | (0.15) | 26 | (14°36'35") | (7.345) | 44 | (169°03'55") | (26.7) |
| 6 | (167°58'30") | (1.125) | 27 | (10°29'40") | (4.945) | 45 | (170°10'15") | (16.82) |
| 7 | (258°21'50") | (1.625) | 28 | (00°22'05") | (6.69) | 46 | (29°33'25") | (9.88) |
| 11 | (168°00'05") | (3) | 29 | (77°07'20") | (4.385) | 47 | (314°43'25") | (17.975) |
| 12 | (182°52'15") | (6.73) | 30 | (347°58'25") | (1.385) | 48 | (310°43'05") | (17.17) |
| 13 | (209°16'05") | (10.2) | 31 | (37°51'10") | (7.915) | 49 | (134°43'50") | (18.11) |
| 14 | (78°21'50") | (8.005) | 32 | (37°51'10") | (0.84) | 50 | (130°43'05") | (17.305) |
| 15 | (127°13'50") | (6.575) | 33 | (347°58'25") | (2.75) | 51 | (257°07'20") | (7.845) |
| 16 | (134°21') | (18.26) | 34 | (78°21'50") | (5.5) | 52 | (347°58'25") | (2.3) |
| 17 | (129°00'30") | (12.36) | 35 | (167°58'25") | (2.75) | 53 | (258°21'50") | (1.39) |
| 18 | (209°16'05") | (8.6) | 36 | (258°21'50") | (5.5) | 54 | (347°58'25") | (1.175) |
| 19 | (114°47'45") | (4.62) | 37 | (347°58'25") | (7.35) | 55 | (77°07'20") | (4.93) |
| 20 | (78°21'50") | (1.42) | 38 | (78°21'50") | (6.16) | 56 | (37°51'10") | (1.6) |
| 21 | (258°21'50") | (1.42) | 39 | (167°58'25") | (7.35) | 57 | (170°13'50") | (6.425) |
| 22 | (305°47'15") | (9.205) | 40 | (258°21'50") | (9.2) | 58 | (200°20'50") | (3.22) |
| 23 | (258°21'50") | (3.04) | 41 | (349°03'55") | (25.17) | 59 | (20°20'50") | (0.765) |
| | | | | | | 60 | (350°13'50") | (5.82) |

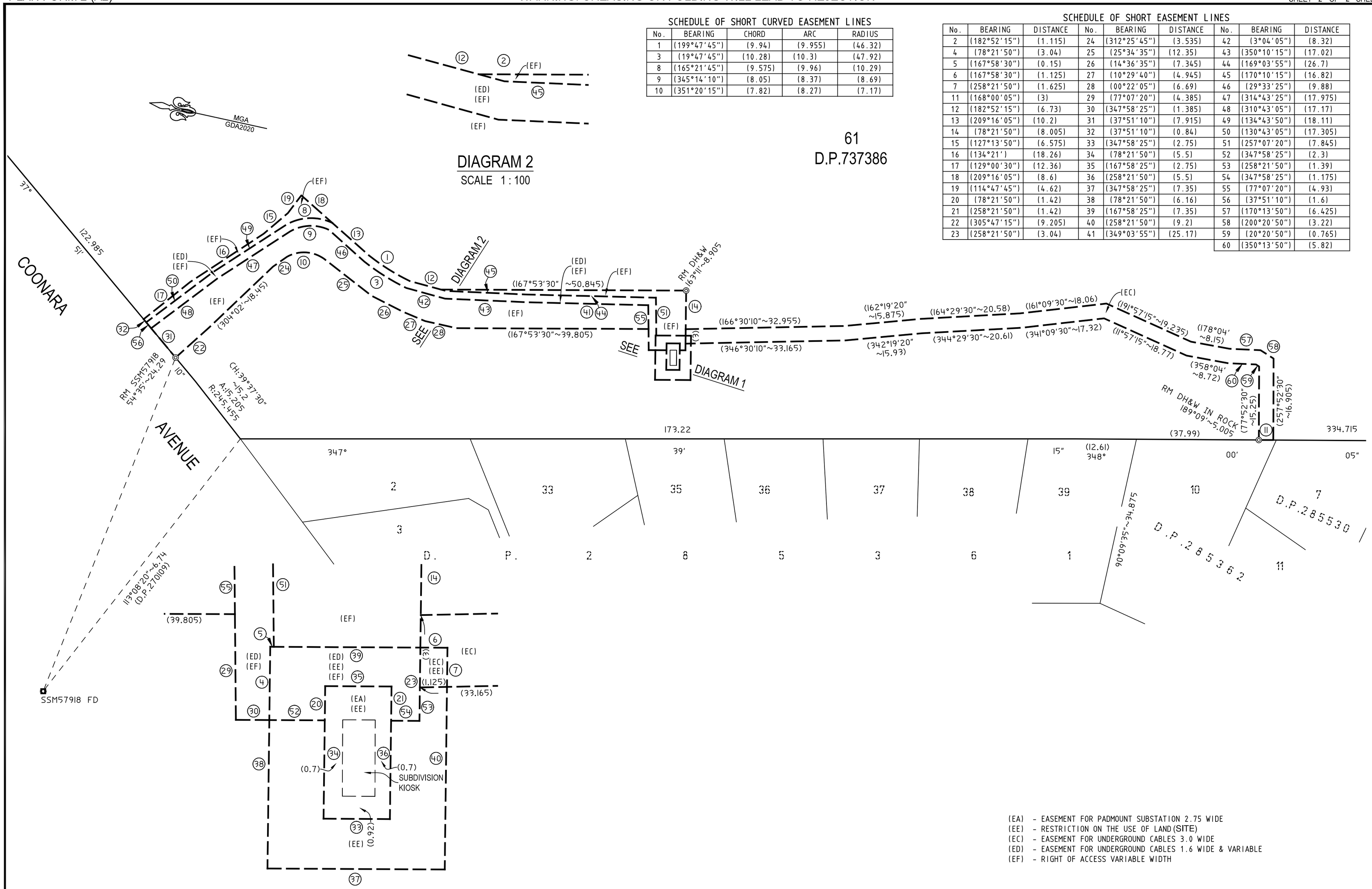





DIAGRAM 1
SCALE 1 : 100

(EA) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(EE) - RESTRICTION ON THE USE OF LAND (SITE)
(EC) - EASEMENT FOR UNDERGROUND CABLES 3.0 WIDE
(ED) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE
(EF) - RIGHT OF ACCESS VARIABLE WIDTH

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Date: 10/03/2023<br>Reference: 011-18F EASE2-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | Registered<br>03/11/2023 | DP1286947 |

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| PLAN FORM 6B (2018) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 3 sheet(s) |
|---|---|---|

Office Use Only

Registered: 03/11/2023

Title System: TORRENS

Office Use Only

# DP1286947

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

LGA: THE HILLS SHIRE
Locality: WEST PENNANT HILLS
Parish: FIELDS OF MARS
County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of CRAIG & RHODES PTY LTD

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

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

*(b) The part of the land shown in the plan (*being/*excluding **.....THE EASEMENT SITES.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ...10/03/2023..... the part not surveyed was compiled in accordance with that Regulation, or

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

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

Signature: Tasy Moraitis Dated: 14/09/2023

Surveyor Identification No: 1652

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

Electronic signature affixed by me, or at my direction on 14/09/2023

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, .....

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed Subdivision for (caravan park or forestry) lease purposes in accordance with section 23H or 23J *Conveyancing Act 1919* set out in the plan with this certificate.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation.~~
D.P.270109
D.P.285362
D.P.285431
D.P.737386
D.P.1284479

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

Surveyor's Reference: 011-18F EASE2-TM

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

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

**Registered:** 03/11/2023 Office Use Only

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# DP1286947

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (EA)
2. EASEMENT FOR UNDERGROUND CABLES 3.0 WIDE (EC)
3. EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (ED)
4. RESTRICTION ON THE USE OF LAND (EE)
5. RIGHT OF ACCESS VARIABLE WIDTH (EF)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18F EASE2-TM

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

**Registered:** 03/11/2023 Office Use Only

Office Use Only

# DP1286947

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

**EXECUTED** by **MIRVAC PROJECTS (RETAIL AND COMMERCIAL) PTY LTD (ACN 151 466 241)** in accordance with section 127 of the Corporations Act:

DocuSigned by:
A643BB4263ED419...
Signature of Director

DocuSigned by:
925728D3A0BC466...
Signature of Director/Secretary

Andrew Butler
Name of Director

Vasiliki Vordis - Secretary
Name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18F EASE2-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\011-18G S04 (03) EASE - A.K.P. - T.M.

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

Lengths are in metres (Sheet 1 of 9 Sheets)

# DP1286947

Plan of Easements within Lot 61 in D.P. 737386

| | |
|---|---|
| Full Name and address of Properties of Land | Mirvac Projects (Retail and Commercial) Pty Limited<br>ACN 151 466 241<br>Level 28, 200 George Street<br>Sydney NSW 2000 |

## Part 1 (Creation)

| Number of item shown in the intention panel on the plan: | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement for Padmount Substation 2.75 wide (EA) | Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 2 | Easement for Underground Cables 3.0 Wide (EC) | Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 3. | Easement for Underground Cables 1.6 Wide & Variable (ED) | Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 4. | Restriction on the Use of Land (EE) | Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 5. | Right of Access Variable Width (EF) | Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |

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

Lengths are in metres (Sheet 2 of 9 Sheets)

DP1286947

Plan of Easements within Lot 61 in D.P. 737386

**Part 2 (Terms)**

**1. Terms of Easement for Padmount Substation 2.75 Wide (EA) numbered 1 in the plan**

1.0 - Definitions

1.0.1 - **easement site** means that part of the land that is affected by this easement marked as (EA) on the plan.

1.0.2 - **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

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

1.0.4 - **land** means the lot or Torrens title land that is burdened by this easement.

1.0.5 - **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.0.6 - **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

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

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

1.1 - The prescribed authority may:

1.1.1 - install electrical equipment within the easement site,

1.1.2 - excavate the easement site to install the electrical equipment,

1.1.3 - use the electrical equipment for the transmission of electricity,

1.1.4 - enter the land 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,

1.1.5 - trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

1.1.6 - 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.

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

Lengths are in metres (Sheet 3 of 9 Sheets)

DP1286947

Plan of Easements within Lot 61 in D.P. 737386

1.2 - In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

1.3 - The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

1.3.1 - installing or permitting to be installed any services or structure within the easement site, or

1.3.2 - altering the surface level of the easement site, or

1.3.3 - doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

1.4 - Electricity Network Assets (Authorised Transactions) Act 2015

1.4.1 - Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

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

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.**

Epsilon Distribution Ministerial Holding Corporation

**2. Terms of Easement for Underground Cables 3.0 Wide (EC), and Easement for Underground Cables 1.6 Wide and Variable (ED) , numbered 2 and 3 in the plan**

2.0 - Definitions

2.0.1 - **easement site** means that part of the land that is affected by this easement and marked as (EC) and (ED) on the plan.

2.0.2 - **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street lighting equipment, communications cable, and ancillary equipment.

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

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

Lengths are in metres (Sheet 4 of 9 Sheets)

DP1286947

Plan of Easements within Lot 61 in D.P. 737386

2.0.4 - **land** means the lot or Torrens title land that is burdened by this easement.

2.0.5 - **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

2.0.6 - **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

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

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

2.1 The prescribed authority may:

2.1.1 - install electrical equipment within the easement site,

2.1.2 - excavate the easement site to install the electrical equipment.

2.1.3 - use the electrical equipment for the transmission of electricity,

2.1.4 - enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.1.5 - trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

2.1.6 - 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.

2.2 - In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

2.3 - The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

2.3.1 - installing all permitting to be installed any services or structure within the easement site, or

2.3.2 - altering the surface level of the easement site, or

2.3.3 - doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

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

Lengths are in metres (Sheet 5 of 9 Sheets)

DP1286947

Plan of Easements within Lot 61 in D.P. 737386

2.4 – Electricity Network Assets (Authorised Transactions) Act 2015

2.4.1 - Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

2.4.2 - the owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 and 3 in the plan.**

Epsilon Distribution Ministerial Holding Corporation

**3. Terms of Restriction on the Use of Land (EE) numbered 4 in the plan**

3.0 Definitions

3.0.1 - **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.

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

3.0.3 - **erect** includes construct, install, build and maintain.

3.0.4 - **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).

3.0.5 - **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

3.06 - **restriction site** means that part of the lot or Torrens title land that is affected by this restriction on the use of land and marked as (EE) on the plan.

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

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

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Date: 2023.10.04 16:35:41 +11'00'

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C & R Ref: 011-18 S04 EAS
V2 230330

Req:R849777 /Doc:DP 1286947 B /Rev:03-Nov-2023 /NSW LRS /Prt:05-Aug-2024 16:44 /Seq:6 of 9
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres (Sheet 6 of 9 Sheets)

DP1286947

Plan of Easements within Lot 61 in D.P. 737386

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

3.1.3 - the owner provides the prescribed authority with an engineer's certificate to this effect.

3.2 - The 120/120/120 fire rating and 60/60/60 fire rating must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.3 - No doors or opening windows are permitted to be erected within the restriction site on the external surface of a building within 3 metres from the substation footing.

3.4 - Electricity Network Assets (Authorised Transactions) Act 2015

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

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

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.**

Epsilon Distribution Ministerial Holding Corporation

**4. Terms of Right of Access Variable Width (EF) numbered 5 in the plan**

4.0 - Definitions

4.0.1 - **access site** means that part of the land that is affected by this right of access marked as (EF) on the plan.

4.0.2 - **land** means the lot or Torrens title land that is burdened by this easement.

4.0.3 - **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

4.0.4 - **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

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Req:R849777 /Doc:DP 1286947 B /Rev:03-Nov-2023 /NSW LRS /Prt:05-Aug-2024 16:44 /Seq:7 of 9
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres (Sheet 7 of 9 Sheets)

DP1286947

Plan of Easements within Lot 61 in D.P. 737386

4.1 - The prescribed authority may:

4.1.1 - by any reasonable means pass across the access site for the purpose of exercising or performing any of its powers, authorities, duties or functions, and

4.1.2 - do anything reasonably necessary for passing across the access site, including:

4.1.2.1 entering the land, and

4.1.2.2 taking anything on to the land, and

4.1.2.3 carrying out work within the access site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

4.2 - In exercising its rights under this easement, the prescribed authority must:

4.2.1 ensure all work is done properly, and

4.2.2 cause as little inconvenience as is practicable to the owner and any occupier of the land, and

4.2.3 cause as little damage as is practicable to the land and any improvement on it, and

4.2.4 restore the land as nearly as is practicable to its former condition, and

4.2.5 make good any collateral damage.

4.3 - Electricity Network Assets (Authorised Transactions) Act 2015

4.3.1 - Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

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

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.**

Epsilon Distribution Ministerial Holding Corporation

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Req:R849777 /Doc:DP 1286947 B /Rev:03-Nov-2023 /NSW LRS /Prt:05-Aug-2024 16:44 /Seq:8 of 9
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres



# DP1286947

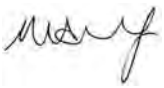
Plan of Easements within Lot 61 in D.P. 737386

**SIGNATURES:**

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

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

Signature of witness:



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Date: 2023.10.04 16:34:49 +11'00'

Signature of attorney:



Digitally signed by Simon Lawton
Date: 2023.10.04 16:25:42 +11'00'

Name of witness:

Michelle Allamby

Name and position of attorney:

Simon Lawton
Strategic Property Manager

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

Power of attorney: Book 4806 No 961

Endeavour Energy reference: DBL2466

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

.....

C & R Ref: 011-18 S04 EAS
V2 230330

Req:R849777 /Doc:DP 1286947 B /Rev:03-Nov-2023 /NSW LRS /Prt:05-Aug-2024 16:44 /Seq:9 of 9
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres



# DP1286947

Plan of Easements within Lot 61 in D.P. 737386

**SIGNATURES:**

Executed by **Mirvac Projects (Retail and Commercial) Pty Limited** **ACN 151 466 241** in accordance with Section 127 of the Corporations Act 2001

DocuSigned by:
A643BB4263ED419...
.....
Signature of director

Andrew Butler
.....
Name of director (print)

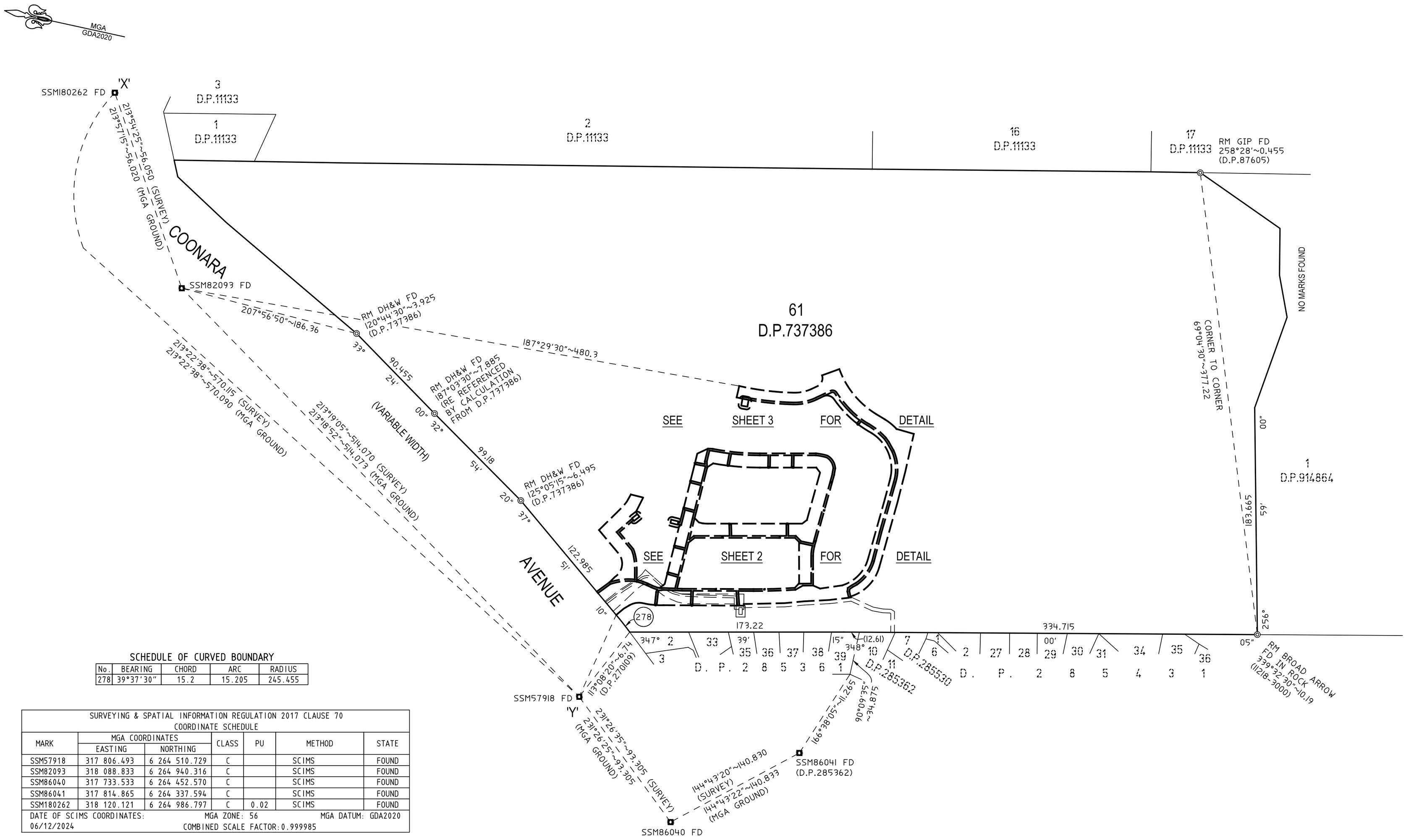
DocuSigned by:
Vicki Vordis
925728D3A0BC466...
.....
Signature of director/company secretary

Vasiliki Vordis - Secretary
.....
Name of director/company secretary (print)

REGISTERED: 03/11/2023

.....

C & R Ref: 011-18 S04 EAS
V2 230330




SCHEDULE OF CURVED BOUNDARY

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 278 | 39°37'30" | 15.2 | 15.205 | 245.455 |

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70
COORDINATE SCHEDULE

| MARK | MGA COORDINATES EASTING | MGA COORDINATES NORTHING | CLASS | PU | METHOD | STATE |
|---|---|---|---|---|---|---|
| SSM57918 | 317 806.493 | 6 264 510.729 | C | | SCIMS | FOUND |
| SSM82093 | 318 088.833 | 6 264 940.316 | C | | SCIMS | FOUND |
| SSM86040 | 317 733.533 | 6 264 452.570 | C | | SCIMS | FOUND |
| SSM86041 | 317 814.865 | 6 264 337.594 | C | | SCIMS | FOUND |
| SSM180262 | 318 120.121 | 6 264 986.797 | C | 0.02 | SCIMS | FOUND |

DATE OF SCIMS COORDINATES: 06/12/2024 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR:0.999985

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 02/12/2024<br>Reference: 011-18 EASE 3-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 2000<br>Lengths are in metres | Registered<br>08/04/2025 | DP1313553 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18G S15 (02) EASE - E.D. - T.M.

Req:R537025 /Doc:DP 1313553 P /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:16 /Seq:1 of 12
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Req:R537025 /Doc:DP 1313553 P /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:16 /Seq:2 of 12
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SHEET 3

61
D.P.737386

ADJOINS

MGA GDA2020

RM DH&W 42°20'15"~16.515

SEE DIAGRAM A

SEE DIAGRAM B

SEE DIAGRAM C

SEE DIAGRAM D

SEE DIAGRAM E

SEE DIAGRAM F

SEE DIAGRAM J

SEE DIAGRAM K

SEE DIAGRAM L

SEE DIAGRAM P

SEE DIAGRAM Q

SEE DIAGRAM S

SEE DIAGRAM T

SEE DIAGRAM U

SEE DIAGRAM W

COONARA AVENUE

RM DH&W 157°52'25"~24.025

RM SSM57918 57°41'25"~20.61

SSM57918 FD

113°08'20"~6.74 (DP270109)

RM DH&W 87°45'10"~12.745

RM GONE

CO

RM DH&W 240°27'35"~18.91

RM DH&W 56°54'50"~1.61

(CH:122°07'10"~33.15 A:34.585 R:34.45)

D.P.285530

D.P.285362

D. P. 2 3 33 35 36 37 38 39 10 7 11 1 6 3 5 8 2

SEE SHEETS 4 TO 7 FOR DIAGRAMS

## SCHEDULE OF EASEMENTS LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 1 | 37°57' | 2.485 |
| 2 | 37°51'10" | 1.605 |
| 3 | 307°52'30" | 8.03 |
| 4 | 317°04'50" | 5.17 |
| 5 | 78°21'50" | 1.35 |
| 6 | 311°13'55" | 1.745 |
| 18 | 139°12'15" | 4.035 |
| 19 | 139°12'15" | 4.02 |
| 20 | 11°25'30" | 6.165 |
| 21 | 311°29'25" | 12.745 |
| 22 | 311°29'25" | 12.405 |
| 23 | 303°11'35" | 6.275 |
| 24 | 107°06'35" | 6.545 |
| 25 | 181°32'50" | 10.315 |
| 26 | 284°34'30" | 13.21 |
| 27 | 126°52'10" | 16.7 |
| 28 | 126°52'10" | 15.035 |
| 29 | 37°43'45" | 19.05 |
| 30 | 37°43'45" | 17.735 |
| 31 | 74°56'05" | 5.92 |
| 32 | 74°56'30" | 6.04 |
| 33 | 78°23'05" | 7.855 |
| 34 | 78°23'05" | 8.135 |
| 35 | 189°48'35" | 3.845 |
| 36 | 189°48'40" | 3.915 |
| 37 | 12°45'20" | 4.09 |
| 38 | 12°45'20" | 4.135 |
| 39 | 349°30'35" | 9.76 |
| 40 | 349°30'35" | 9.55 |
| 41 | 130°17'20" | 5.315 |
| 42 | 91°41'10" | 8.67 |
| 43 | 91°41'10" | 21.52 |
| 44 | 91°41'10" | 17.43 |
| 52 | 346°57'10" | 8.4 |
| 53 | 318°06'40" | 6.805 |
| 54 | 120°39'40" | 4.57 |
| 55 | 346°57'10" | 9.77 |
| 56 | 346°57'10" | 0.3 |
| 57 | 167°53'30" | 12.305 |
| 58 | 73°54'05" | 11.88 |
| 59 | 73°54'05" | 11.875 |
| 60 | 79°41'45" | 11.325 |
| 61 | 79°40'15" | 11.325 |
| 62 | 170°59'15" | 5.215 |
| 63 | 170°59'15" | 3.92 |
| 64 | 91°40'20" | 9.45 |
| 65 | 183°25'50" | 8.43 |
| 66 | 183°25'50" | 8.425 |
| 67 | 1°25' | 8.37 |
| 68 | 181°25' | 8.37 |
| 69 | 3°08'45" | 7.555 |
| 70 | 3°08'45" | 9.155 |
| 73 | 91°40'20" | 17.865 |
| 89 | 310°22'50" | 4.91 |
| 90 | 347°39'25" | 11.27 |
| 91 | 1°08'30" | 3.02 |
| 92 | 33°07' | 4.93 |
| 93 | 309°40'15" | 4.76 |
| 94 | 309°40'15" | 6.26 |
| 95 | 75°57'55" | 9.22 |
| 96 | 75°57'55" | 9.22 |
| 97 | 77°54' | 9.295 |
| 98 | 77°54' | 9.295 |
| 99 | 347°39'25" | 6.035 |
| 100 | 212°39'25" | 6.13 |
| 101 | 359°29'10" | 10.23 |
| 102 | 359°29'10" | 9.85 |
| 103 | 212°39'25" | 4.665 |
| 104 | 212°39'25" | 1.28 |
| 154 | 167°53'30" | 7.515 |
| 155 | 167°58'25" | 1.605 |
| 156 | 61°01'40" | 1.64 |

## SCHEDULE OF EASEMENTS CURVES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 201 | 338°51'25" | 11.29 | 11.56 | 15.3 |
| 202 | 177°31'30" | 6.85 | 6.85 | 67.34 |
| 203 | 173°14'40" | 2.765 | 2.765 | 66.535 |
| 204 | 168°34' | 6.095 | 6.095 | 66.535 |
| 226 | 122°06'55" | 29.72 | 30.98 | 31.19 |
| 227 | 113°46'35" | 22.205 | 22.64 | 33.18 |
| 228 | 113°50'40" | 23.35 | 23.815 | 34.78 |
| 229 | 84°32'35" | 19.685 | 22.4 | 12.89 |
| 230 | 119°14'35" | 8.855 | 8.87 | 41.275 |
| 231 | 64°52'50" | 10.175 | 10.21 | 35.03 |
| 232 | 64°40'15" | 10.905 | 10.945 | 36.63 |
| 233 | 341°03'25" | 20.585 | 20.755 | 46.62 |
| 234 | 341°26'55" | 20.02 | 20.19 | 45.02 |
| 235 | 187°48'05" | 4.92 | 4.925 | 28.5 |
| 236 | 186°23'50" | 5.955 | 5.97 | 26.9 |
| 246 | 265°22'50" | 8.065 | 8.09 | 29.96 |
| 247 | 265°17'15" | 8.395 | 8.42 | 31.56 |
| 250 | 171°44'30" | 3.98 | 3.98 | 30.12 |
| 277 | 2°52'45" | 6.205 | 6.21 | 36.67 |
| 278 | 39°37'30" | 15.2 | 15.205 | 245.455 |
| 279 | 165°55'20" | 33.94 | 33.945 | 493.5 |

CO - DENOTES CONNECTION ONLY

(EA) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1286947)
(EE) - RESTRICTION ON THE USE OF LAND (DP1286947)
(EC) - EASEMENT FOR UNDERGROUND CABLES 3.0 WIDE (DP1286947)
(ED) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1286947)
(EF) - RIGHT OF ACCESS VARIABLE WIDTH (DP1286947)
(EA2) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE
(ER2) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 02/12/2024<br>Reference: 011-18 EASE 3-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | Registered<br>08/04/2025 | DP1313553 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18G S1[5 [02] EASE - E.D. - T.M.

06-Jul-2025 16:16 /Seq:3 of 12
Req:R537025 /Doc:DP 1313553 P /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:16 /Seq:3 of 12
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MGA GDA2020

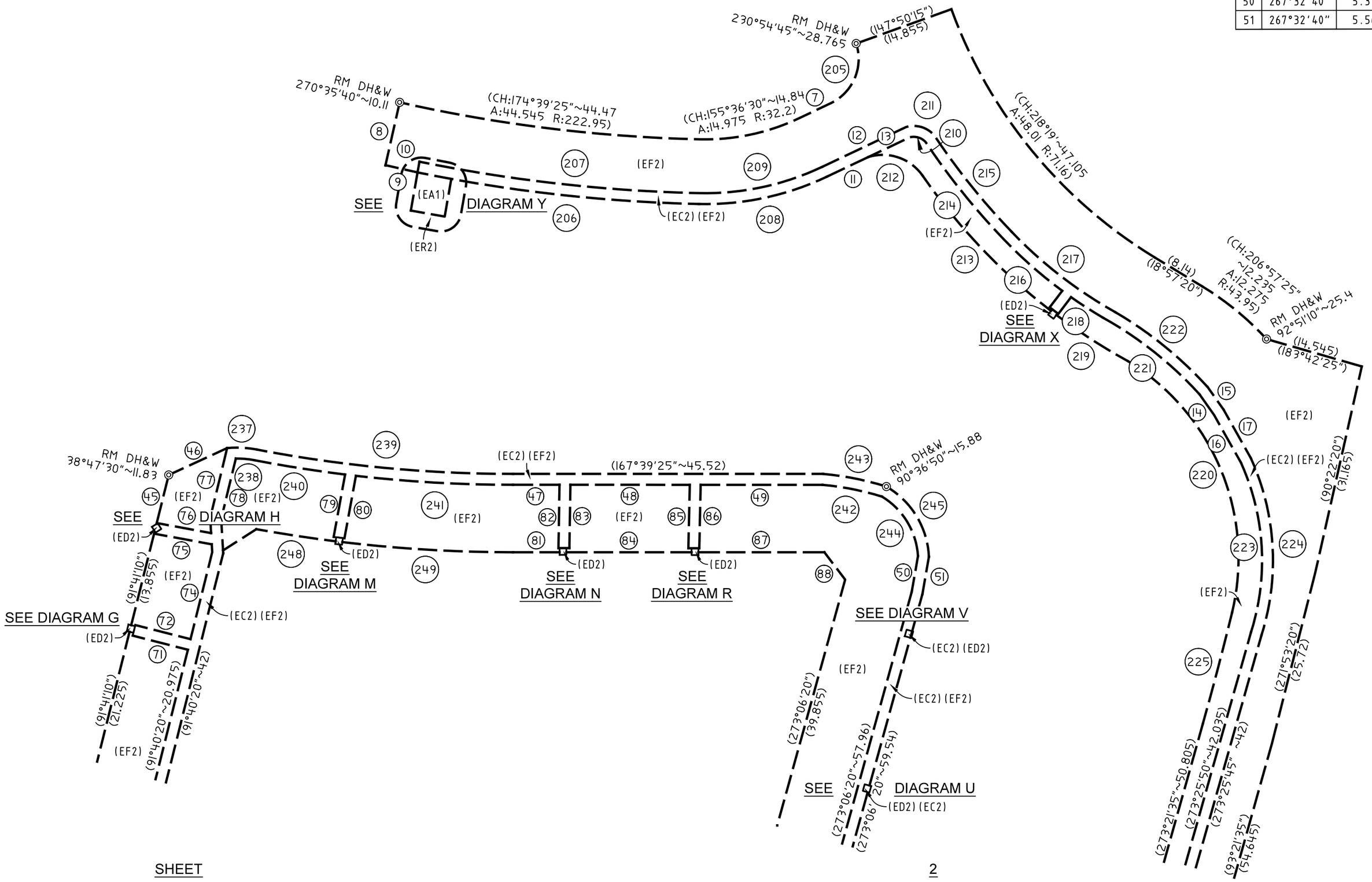
61
D.P.737386

SCHEDULE OF EASEMENTS LINES

| No. | BEARING | DISTANCE | No. | BEARING | DISTANCE |
|---|---|---|---|---|---|
| 7 | 142°17' | 5.23 | 71 | 181°59'35" | 8.36 |
| 8 | 270°22'40" | 9.45 | 72 | 181°59'35" | 8.36 |
| 9 | 0°22'40" | 4.825 | 74 | 91°40'20" | 13.155 |
| 10 | 87°37'10" | 1.6 | 75 | 358°07'35" | 8.61 |
| 11 | 142°17'10" | 6.745 | 76 | 358°07'35" | 7.98 |
| 12 | 142°17' | 13.625 | 77 | 91°17'15" | 10.55 |
| 13 | 142°17'10" | 6.745 | 78 | 91°17'15" | 9.125 |
| 14 | 222°27'55" | 3.7 | 79 | 268°02'10" | 9.31 |
| 15 | 222°26' | 4.075 | 80 | 268°02'10" | 9.315 |
| 16 | 48°15'35" | 8.04 | 81 | 167°39'25" | 6.835 |
| 17 | 48°18'05" | 8.165 | 82 | 258°36'15" | 9.285 |
| 45 | 91°41'10" | 7.41 | 83 | 258°36'15" | 9.285 |
| 46 | 142°56'15" | 9.445 | 84 | 167°39'25" | 18.38 |
| 47 | 347°39'25" | 6.825 | 85 | 258°53'35" | 9.31 |
| 48 | 347°39'25" | 17.525 | 86 | 258°53'35" | 9.31 |
| 49 | 347°39'25" | 17.9 | 87 | 167°39'25" | 18.5 |
| 50 | 267°32'40" | 5.31 | 88 | 220°22'50" | 5.04 |
| 51 | 267°32'40" | 5.565 | | | |

SCHEDULE OF EASEMENTS CURVES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 205 | 100°24'20" | 9.46 | 10.315 | 7.21 |
| 206 | 174°03'45" | 41.56 | 41.615 | 232.405 |
| 207 | 174°04'05" | 41.32 | 41.375 | 230.85 |
| 208 | 155°36'30" | 19.22 | 19.395 | 41.7 |
| 209 | 155°36'30" | 18.485 | 18.65 | 40.1 |
| 210 | 4°16'50" | 2.415 | 2.535 | 2.36 |
| 211 | 3°59'15" | 4.325 | 4.575 | 3.96 |
| 212 | 186°34'25" | 8.415 | 9 | 7.145 |
| 213 | 214°07'40" | 27.38 | 27.495 | 88.22 |
| 214 | 218°52'10" | 18.34 | 18.365 | 102.265 |
| 215 | 218°53'55" | 18.165 | 18.19 | 100.665 |
| 216 | 209°00'55" | 11.42 | 11.435 | 66.58 |
| 217 | 205°25'15" | 19.245 | 19.32 | 64.98 |
| 218 | 200°19'10" | 5.575 | 5.575 | 66.58 |
| 219 | 200°29'30" | 12.49 | 12.5 | 88.22 |
| 220 | 235°04'55" | 39.9 | 42.66 | 33.9 |
| 221 | 26°06'10" | 18.105 | 18.18 | 56.14 |
| 222 | 26°41'25" | 17.45 | 17.52 | 57.74 |
| 223 | 74°15'10" | 24.92 | 25.49 | 34.785 |
| 224 | 74°14' | 26.045 | 26.635 | 36.385 |
| 225 | 272°22'30" | 16.975 | 16.975 | 493.81 |
| 237 | 350°23'40" | 4.295 | 4.31 | 15.1 |
| 238 | 352°46'55" | 2.72 | 2.725 | 13.5 |
| 239 | 173°05'15" | 37.86 | 37.92 | 198.555 |
| 240 | 176°37'35" | 13.495 | 13.495 | 200.155 |
| 241 | 170°55'35" | 23.11 | 23.125 | 200.155 |
| 242 | 358°52'10" | 8.895 | 8.915 | 42.055 |
| 243 | 358°56'45" | 9.495 | 9.515 | 43.655 |
| 244 | 46°27'25" | 10.205 | 10.61 | 11 |
| 245 | 46°26'50" | 12.035 | 12.55 | 12.6 |
| 248 | 176°19'40" | 11.785 | 11.785 | 211.5 |
| 249 | 171°03'30" | 25.1 | 25.115 | 211.5 |




SHEET 2

ADJOINS

SEE SHEETS 4 TO 7 FOR DIAGRAMS

(EA1) - EASEMENT FOR PADMOUNT SUBSTATION 5.045 WIDE
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE
(ER2) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 02/12/2024<br>Reference: 011-18 EASE 3-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | Registered<br>08/04/2025 | DP1313553 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18G S15 [02] EASE - E.D. - T.M.

Req:R537025 /Doc:DP 1313553 P /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:16 /Seq:4 of 12
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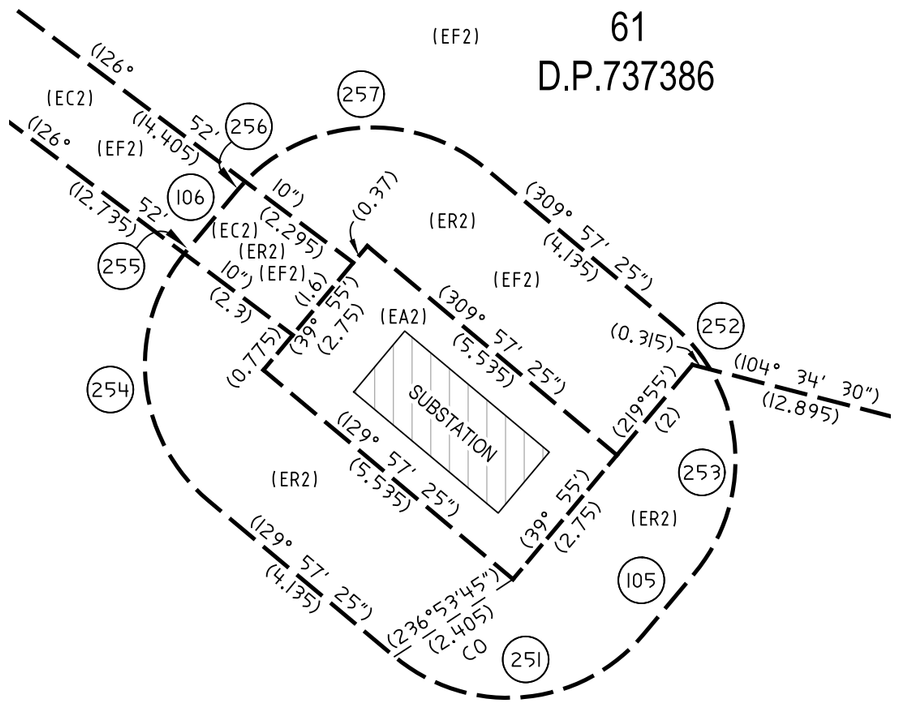
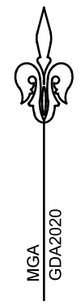



DIAGRAM A
SCALE 1:100



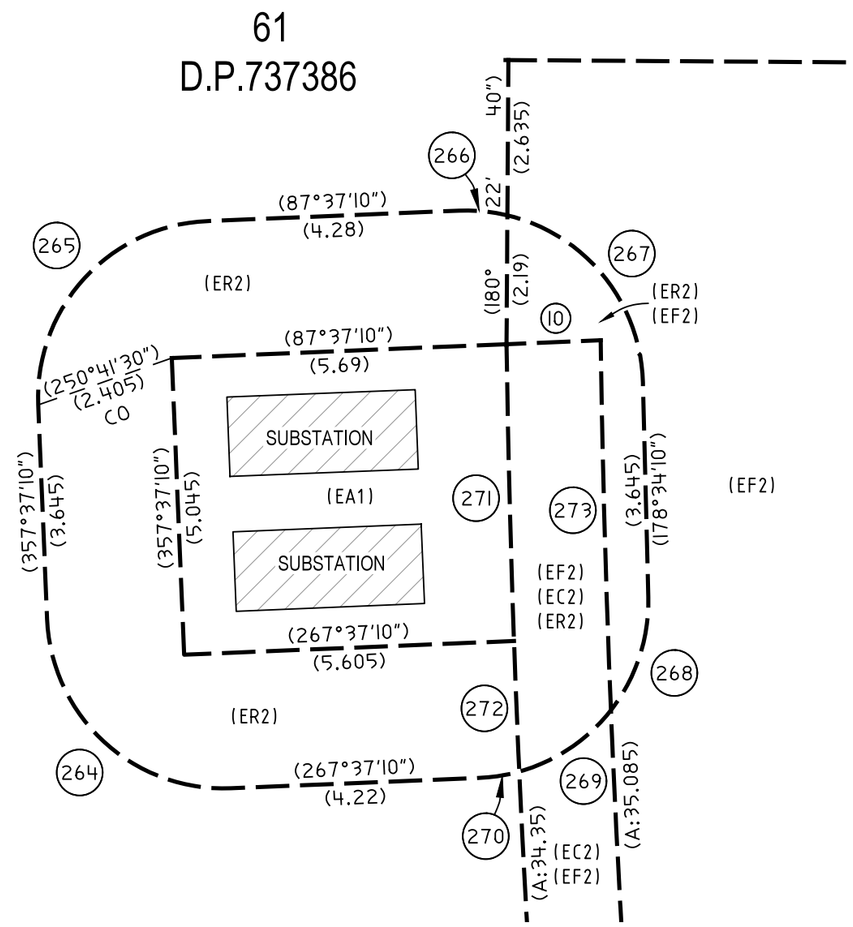




DIAGRAM Y
SCALE 1:100

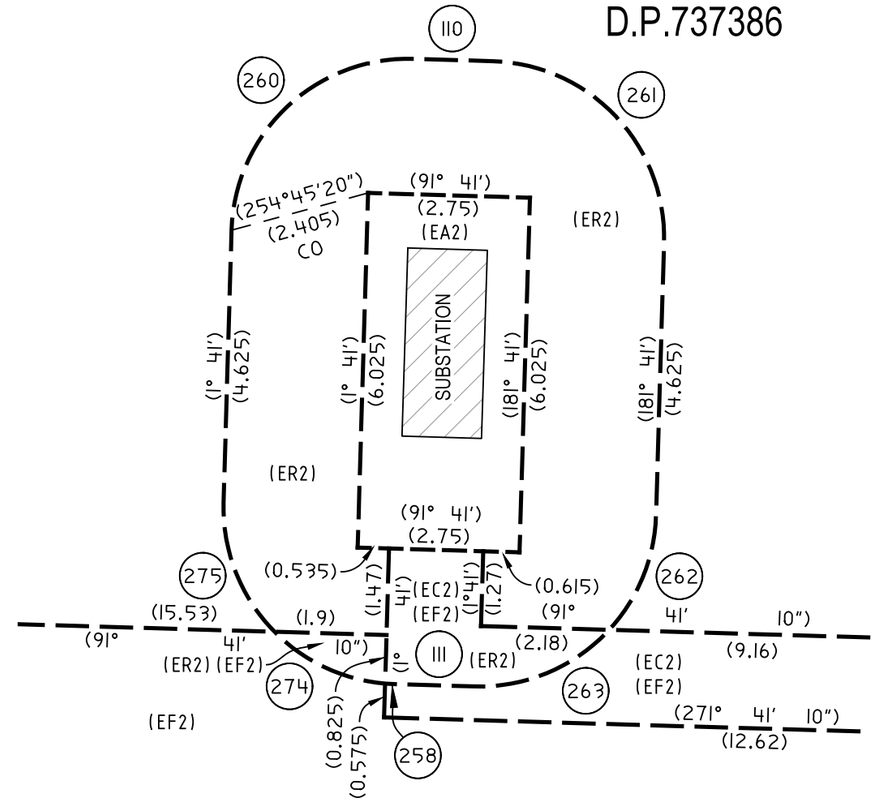



DIAGRAM F
SCALE 1:100

SCHEDULE OF EASEMENTS LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 10 | 87°37'10" | 1.6 |
| 105 | 39°55' | 1.35 |
| 106 | 219°55' | 1.35 |
| 110 | 91°41' | 1.35 |
| 111 | 271°41' | 1.35 |

SCHEDULE OF EASEMENTS CURVES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 251 | 84°56'10" | 4.245 | 4.715 | 3 |
| 252 | 139°30' | 0.995 | 1 | 3 |
| 253 | 184°28'45" | 3.48 | 3.71 | 3 |
| 254 | 174°30'45" | 4.21 | 4.665 | 3 |
| 255 | 39°29'30" | 0.045 | 0.045 | 3 |
| 256 | 41°54'20" | 0.21 | 0.21 | 3 |
| 257 | 86°55'35" | 4.095 | 4.505 | 3 |
| 258 | 93°16'35" | 0.165 | 0.165 | 3 |
| 260 | 46°41' | 4.245 | 4.71 | 3 |
| 261 | 136°41' | 4.245 | 4.71 | 3 |
| 262 | 22°13'40" | 2.105 | 2.15 | 3 |
| 263 | 247°13'40" | 2.485 | 2.56 | 3 |
| 264 | 132°37'10" | 4.245 | 4.71 | 3 |
| 265 | 222°37'10" | 4.245 | 4.71 | 3 |
| 266 | 95°31'30" | 0.825 | 0.83 | 3 |
| 267 | 141°00' | 3.66 | 3.935 | 3 |
| 268 | 198°17'35" | 2.025 | 2.065 | 3 |
| 269 | 236°12'15" | 1.875 | 1.905 | 3 |
| 270 | 261°00'15" | 0.69 | 0.695 | 3 |
| 271 | 178°34'25" | 5.045 | 5.045 | 232.405 |
| 272 | 177°40'10" | 2.22 | 2.22 | 232.405 |
| 273 | 178°25'20" | 6.29 | 6.29 | 230.85 |
| 274 | 295°05'30" | 2.075 | 2.12 | 3 |
| 275 | 338°29'55" | 2.36 | 2.43 | 3 |

CO - DENOTES CONNECTION ONLY

(EA1) - EASEMENT FOR PADMOUNT SUBSTATION 5.045 WIDE
(EA2) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE
(ER2) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 02/12/2024<br>Reference: 011-18 EASE 3-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 100<br>Lengths are in metres | Registered<br>08/04/2025 | DP1313553 |

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SEE SHEET 8 FOR SHORT LINE TABLES FOR FOR SHEETS 5 TO 7

MGA GDA2020

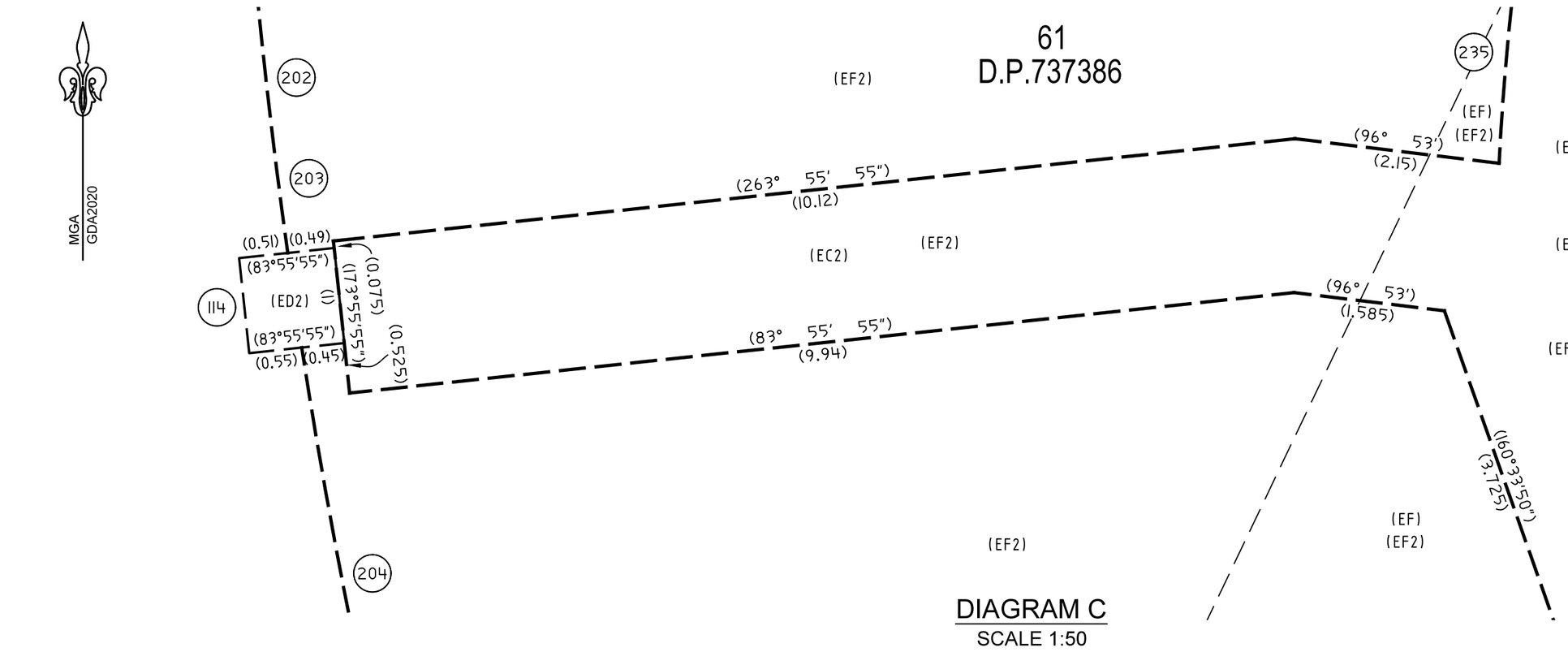


DIAGRAM C
SCALE 1:50

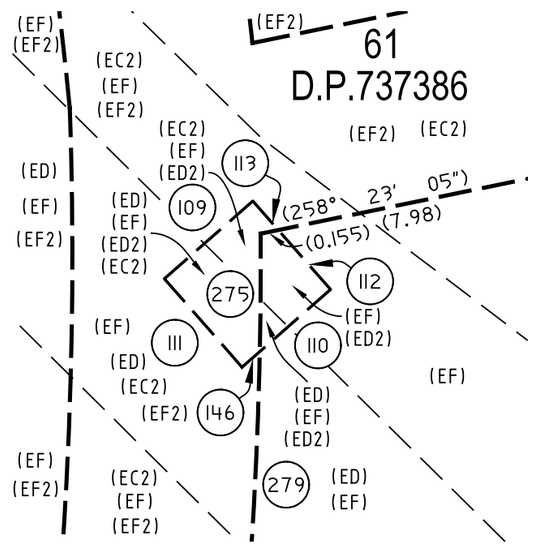


DIAGRAM B
SCALE 1:50

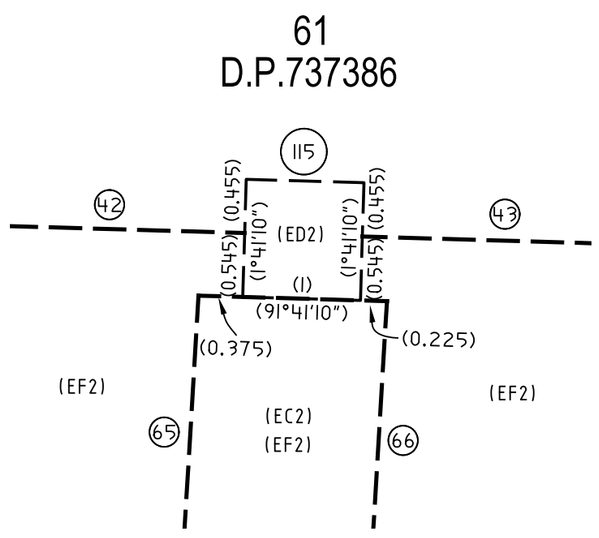


DIAGRAM D
SCALE 1:50

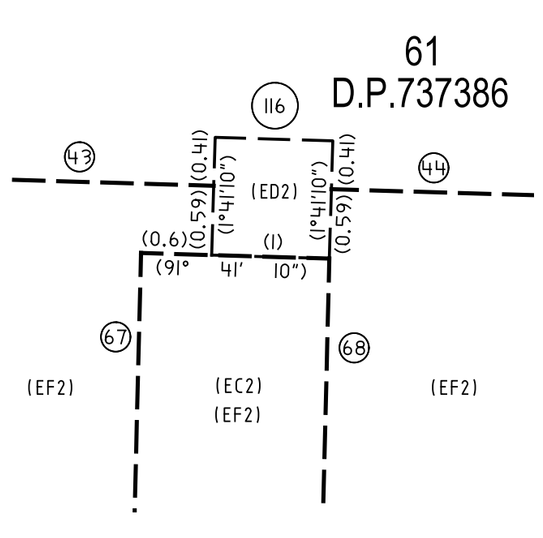


DIAGRAM E
SCALE 1:50

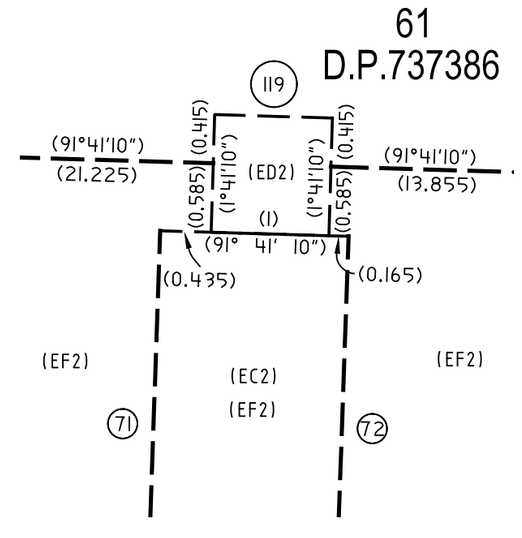


DIAGRAM G
SCALE 1:50

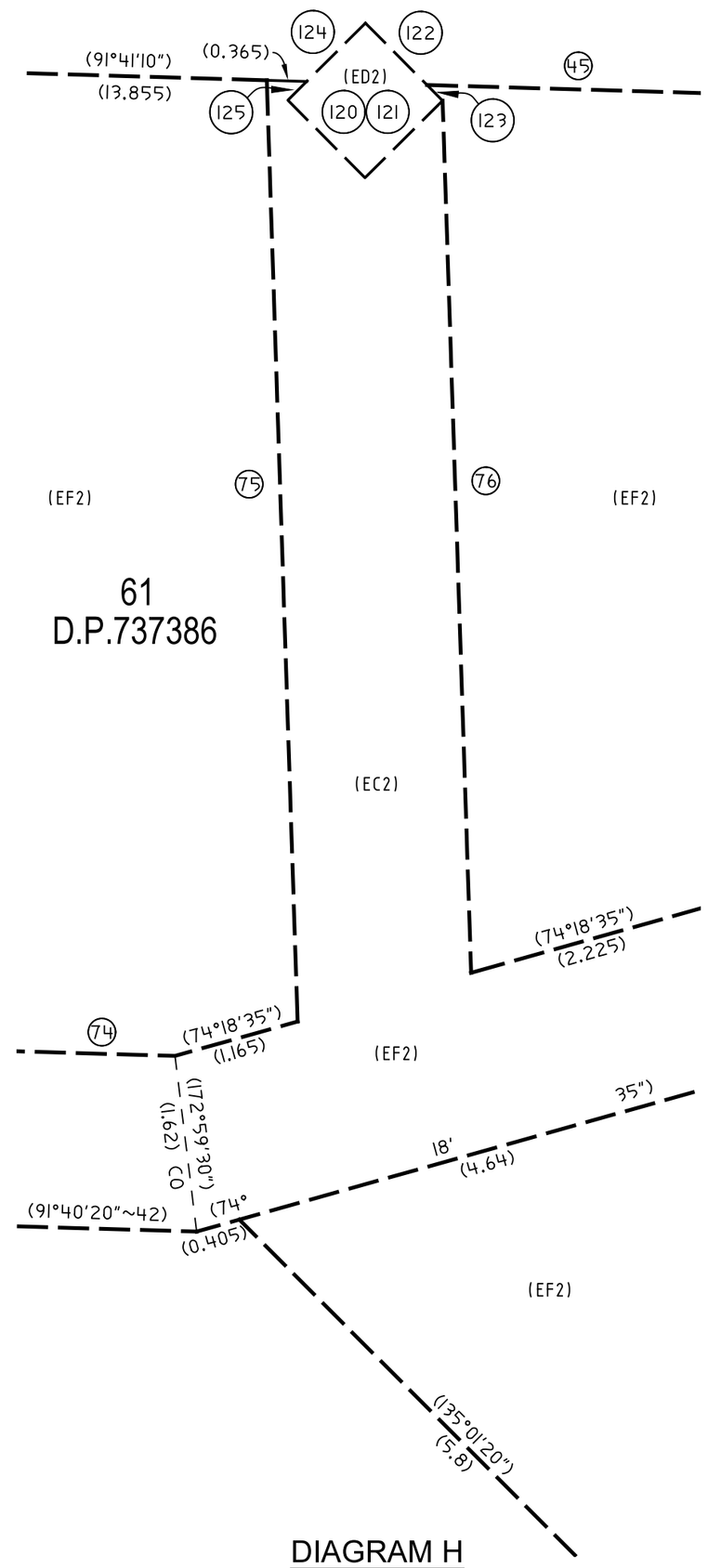


DIAGRAM H
SCALE 1:50

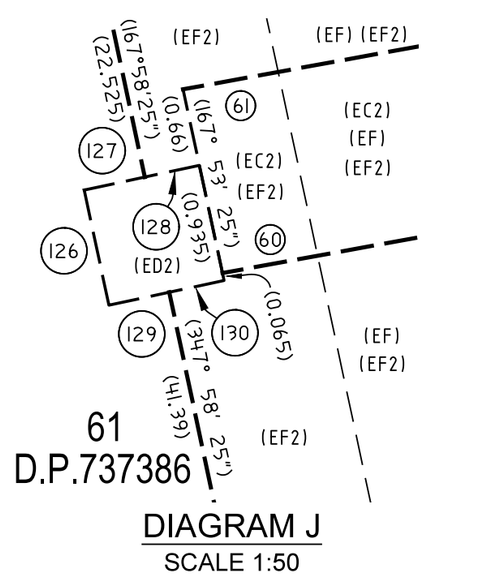


DIAGRAM J
SCALE 1:50

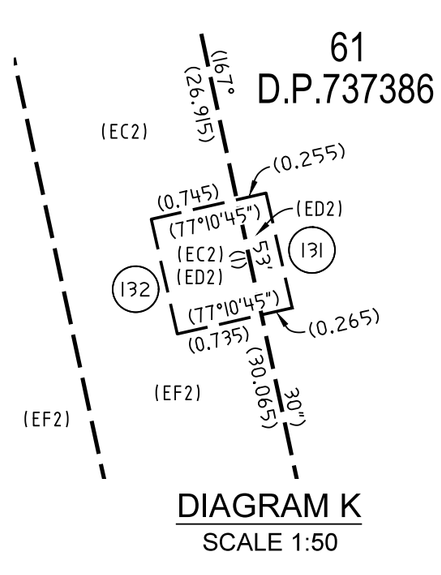


DIAGRAM K
SCALE 1:50

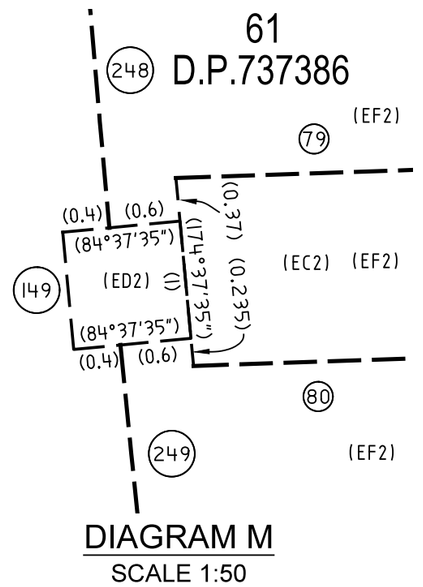


DIAGRAM M
SCALE 1:50

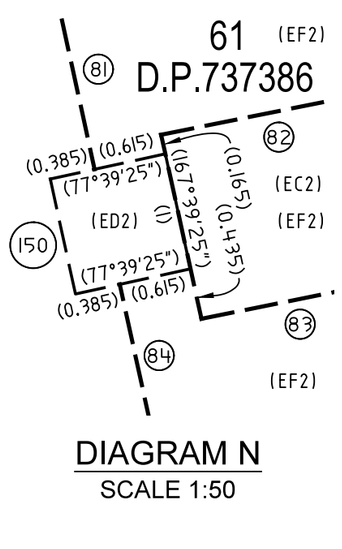


DIAGRAM N
SCALE 1:50

CO - DENOTES CONNECTION ONLY

(ED) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1286947)
(EF) - RIGHT OF ACCESS VARIABLE WIDTH (DP1286947)
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH

REFER TO SHEET 8 FOR
SCHEDULES OF EASEMENTS LINES & CURVES

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 02/12/2024<br>Reference: 011-18 EASE 3-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 50<br>Lengths are in metres | Registered<br>08/04/2025 | DP1313553 |

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SEE SHEET 8 FOR SHORT LINE TABLES FOR FOR SHEETS 5 TO 7

CO - DENOTES CONNECTION ONLY

(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH

MGA GDA2020

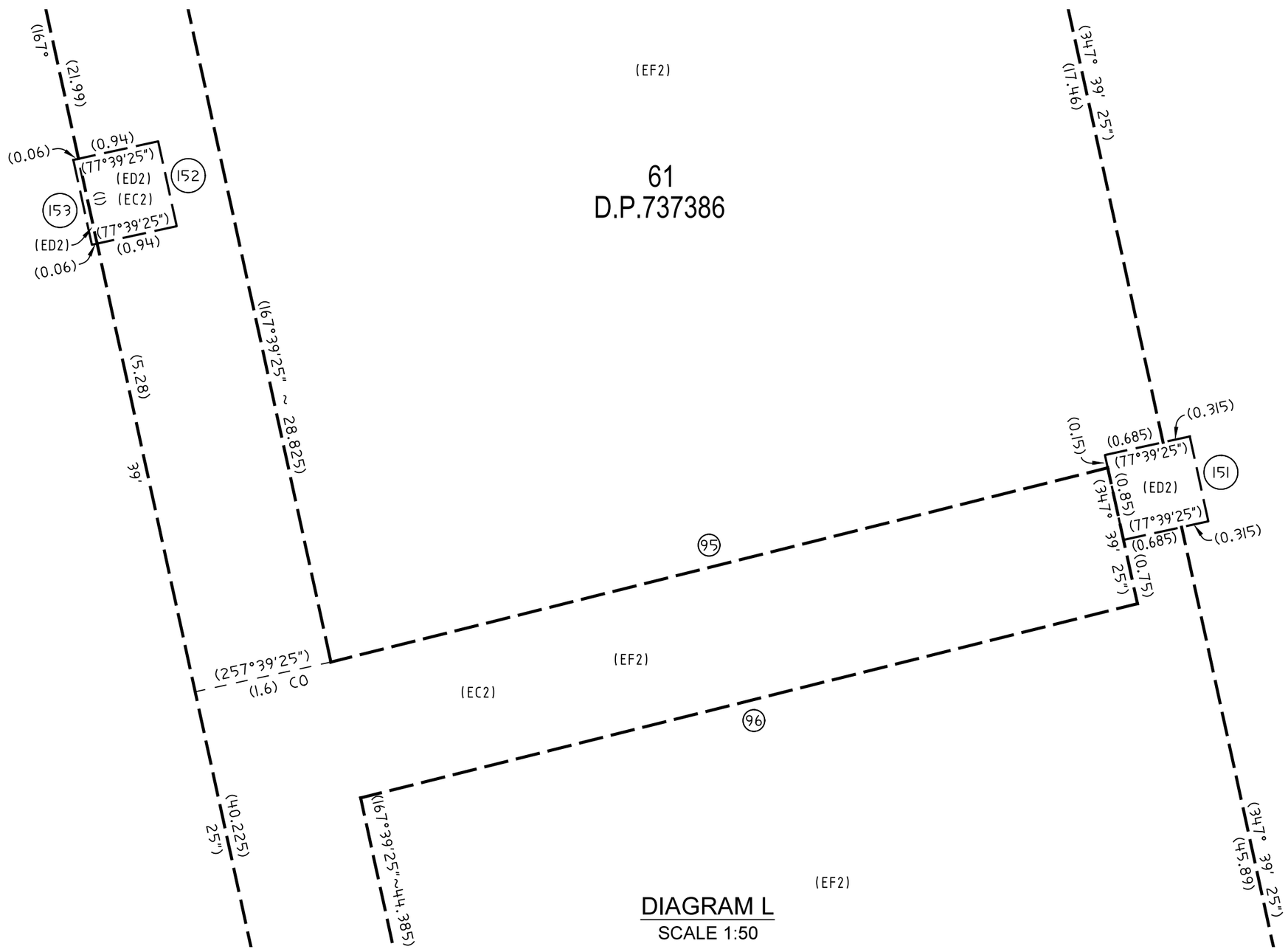


DIAGRAM L
SCALE 1:50

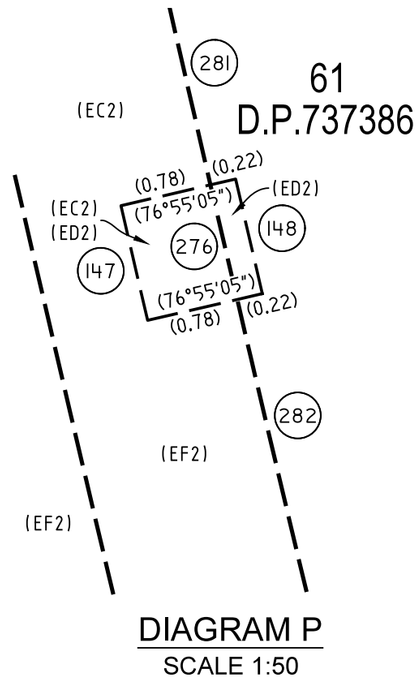


DIAGRAM P
SCALE 1:50

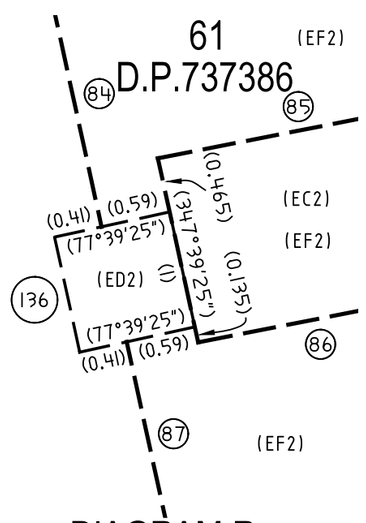


DIAGRAM R
SCALE 1:50

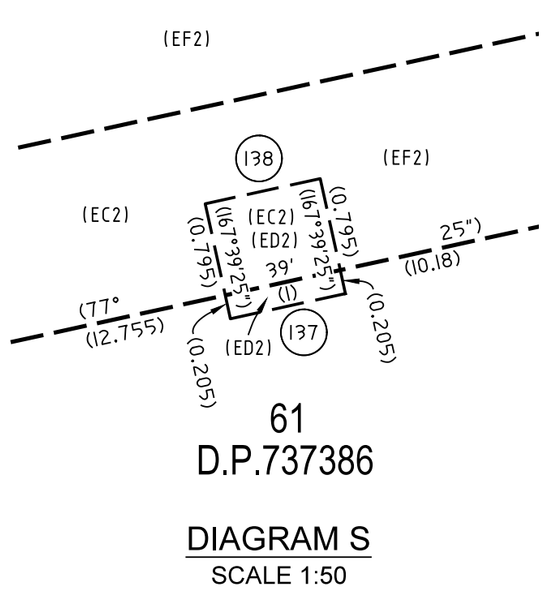


DIAGRAM S
SCALE 1:50

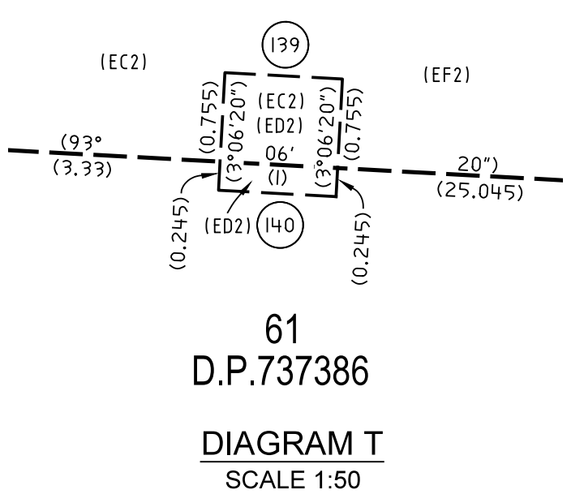


DIAGRAM T
SCALE 1:50

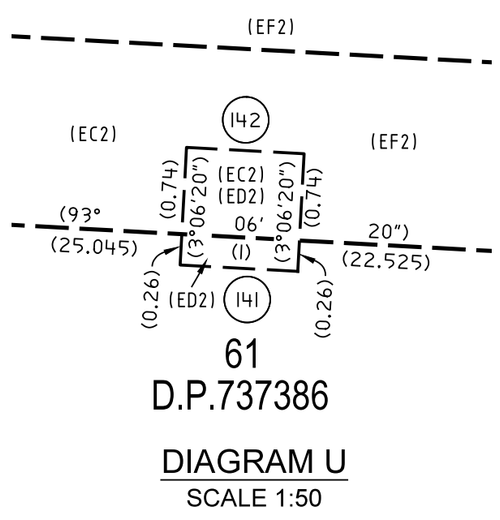


DIAGRAM U
SCALE 1:50

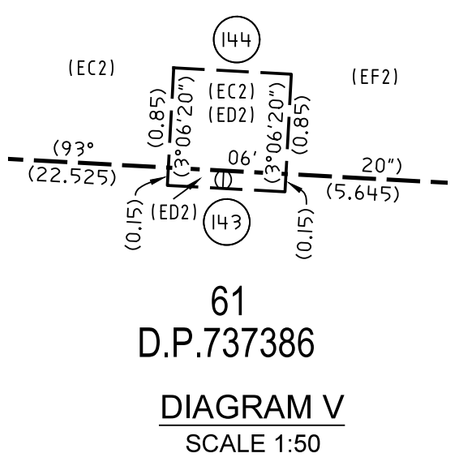


DIAGRAM V
SCALE 1:50

REFER TO SHEET 8 FOR
SCHEDULES OF EASEMENTS LINES & CURVES

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 02/12/2024<br>Reference: 011-18 EASE 3-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 50<br>Lengths are in metres | Registered<br>08/04/2025 | DP1313553 |

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MGA GDA2020

SEE SHEET 8 FOR SHORT LINE TABLES FOR FOR SHEETS 5 TO 7

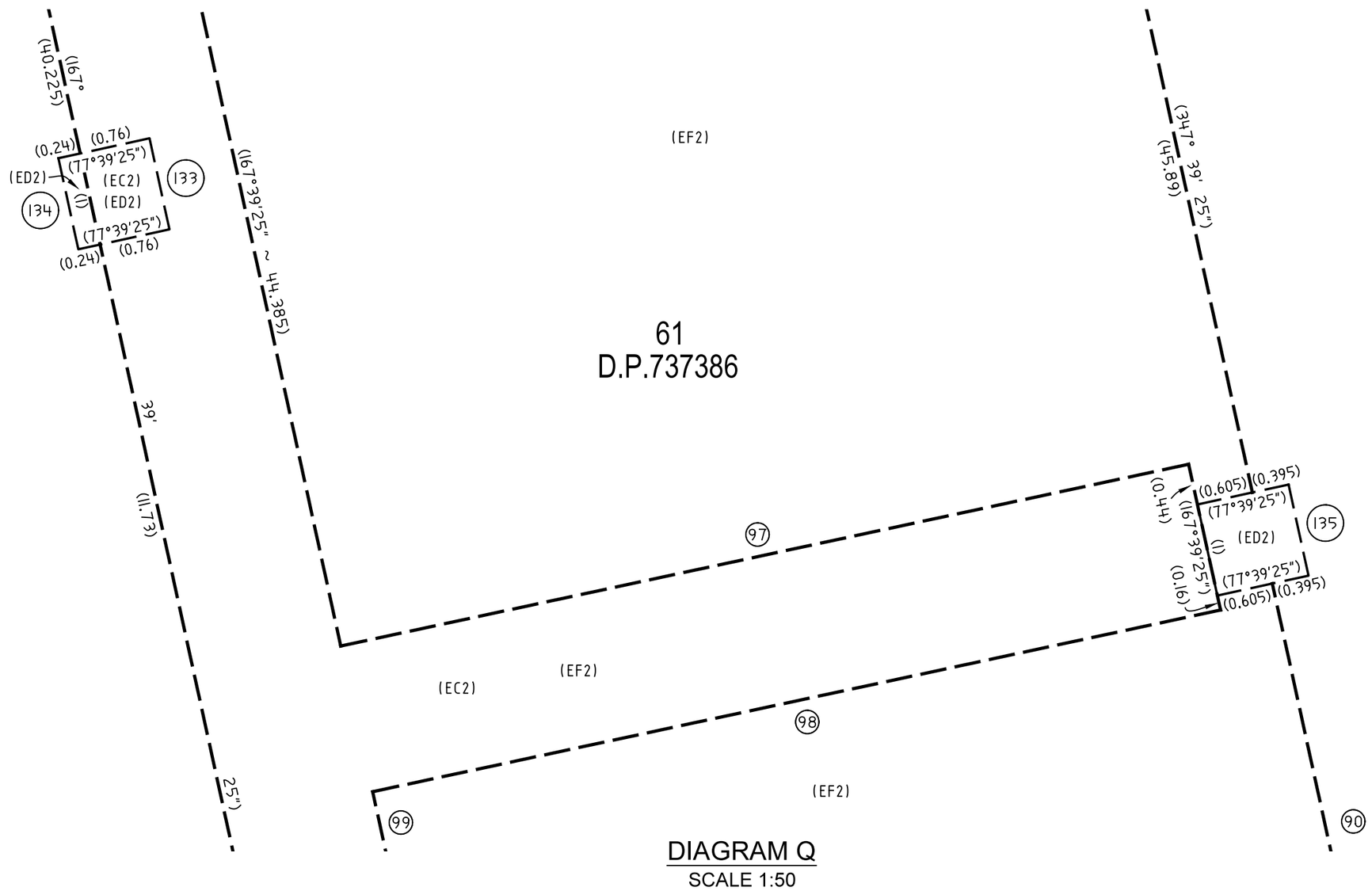


DIAGRAM Q
SCALE 1:50

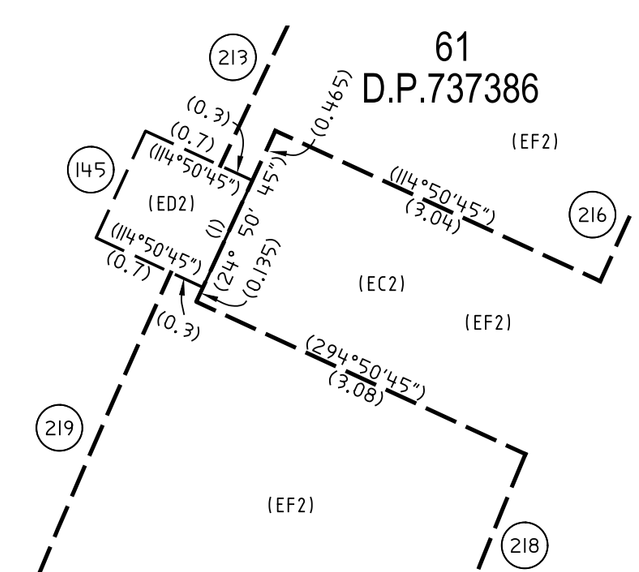


DIAGRAM X
SCALE 1:50

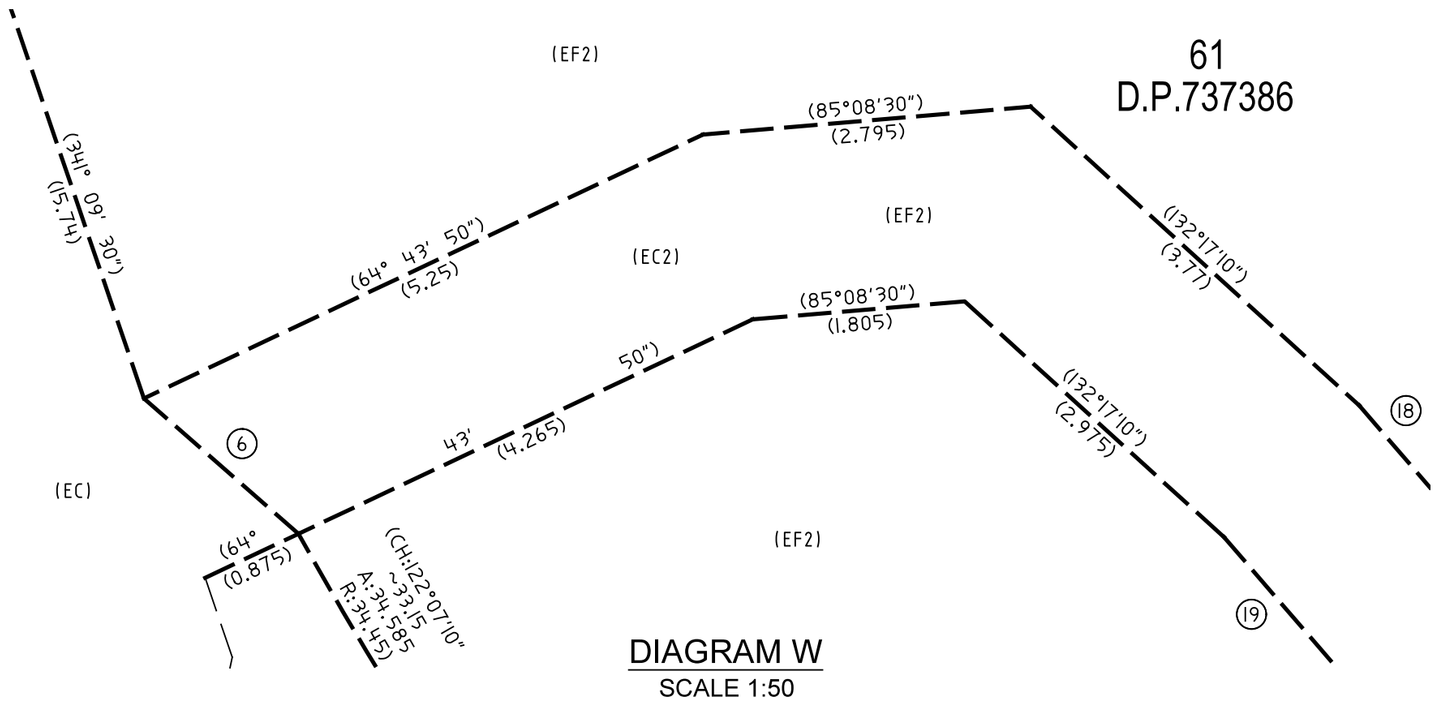


DIAGRAM W
SCALE 1:50

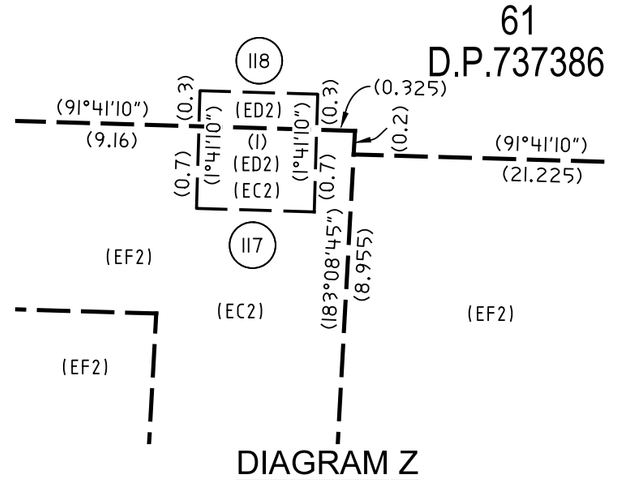


DIAGRAM Z
SCALE 1:50

(EC) - EASEMENT FOR UNDERGROUND CABLES 3.0 WIDE (DP1286947)
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH

REFER TO SHEET 8 FOR
SCHEDULES OF EASEMENTS LINES & CURVES

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 02/12/2024<br>Reference: 011-18 EASE 3-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 50<br>Lengths are in metres | Registered<br>08/04/2025 | DP1313553 |

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DIAGRAMS 1:50 - SHEETS 5-7

## SCHEDULE OF EASEMENTS LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 6 | 311°13'55" | 1.745 |
| 18 | 139°12'15" | 4.035 |
| 19 | 139°12'15" | 4.02 |
| 42 | 91°41'10" | 8.67 |
| 43 | 91°41'10" | 21.52 |
| 44 | 91°41'10" | 17.43 |
| 45 | 91°41'10" | 7.41 |
| 60 | 79°41'45" | 11.325 |
| 61 | 79°40'15" | 11.325 |
| 65 | 183°25'50" | 8.43 |
| 66 | 183°25'50" | 8.425 |
| 67 | 1°25' | 8.37 |
| 68 | 181°25' | 8.37 |
| 71 | 181°59'35" | 8.36 |
| 72 | 181°59'35" | 8.36 |
| 74 | 91°40'20" | 13.155 |
| 75 | 358°07'35" | 8.61 |
| 76 | 358°07'35" | 7.98 |
| 79 | 268°02'10" | 9.31 |
| 80 | 268°02'10" | 9.315 |
| 81 | 167°39'25" | 6.835 |
| 82 | 258°36'15" | 9.285 |
| 83 | 258°36'15" | 9.285 |
| 84 | 167°39'25" | 18.38 |
| 85 | 258°53'35" | 9.31 |
| 86 | 258°53'35" | 9.31 |
| 87 | 167°39'25" | 18.5 |
| 90 | 347°39'25" | 11.27 |
| 95 | 75°57'55" | 9.22 |
| 96 | 75°57'55" | 9.22 |
| 97 | 77°54' | 9.295 |
| 98 | 77°54' | 9.295 |
| 99 | 347°39'25" | 6.035 |
| 109 | 48°43'45" | 1 |
| 110 | 48°43'45" | 0.8 |
| 111 | 318°43'45" | 1 |
| 112 | 138°43'45" | 0.67 |
| 113 | 138°43'45" | 0.33 |
| 114 | 353°55'55" | 1 |
| 115 | 91°41'10" | 1 |
| 116 | 91°41'10" | 1 |
| 117 | 91°41'10" | 1 |
| 118 | 271°41'10" | 1 |
| 119 | 91°41'10" | 1 |
| 120 | 315°09'35" | 1 |
| 121 | 225°09'35" | 1 |
| 122 | 135°09'35" | 0.8 |
| 123 | 135°09'35" | 0.2 |
| 124 | 45°09'35" | 0.755 |
| 125 | 45°09'35" | 0.245 |
| 126 | 167°53'25" | 1 |
| 127 | 77°53'25" | 0.525 |
| 128 | 77°53'25" | 0.475 |
| 129 | 77°53'25" | 0.525 |
| 130 | 77°53'25" | 0.475 |
| 131 | 347°10'45" | 1 |
| 132 | 167°10'45" | 1 |
| 133 | 347°39'25" | 1 |
| 134 | 167°39'25" | 1 |
| 135 | 167°39'25" | 1 |
| 136 | 347°39'25" | 1 |
| 137 | 77°39'25" | 1 |
| 138 | 257°39'25" | 1 |
| 139 | 273°06'20" | 1 |
| 140 | 93°06'20" | 1 |
| 141 | 93°06'20" | 1 |
| 142 | 273°06'20" | 1 |
| 143 | 93°06'20" | 1 |
| 144 | 273°06'20" | 1 |
| 145 | 204°50'45" | 1 |
| 146 | 48°43'45" | 0.2 |
| 147 | 166°55'05" | 1 |
| 148 | 346°55'05" | 1 |
| 149 | 174°37'35" | 1 |
| 150 | 167°39'25" | 1 |
| 151 | 167°39'25" | 1 |
| 152 | 347°39'25" | 1 |
| 153 | 167°39'25" | 1 |

## SCHEDULE OF EASEMENTS CURVES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 203 | 173°14'40" | 2.765 | 2.765 | 66.535 |
| 204 | 168°34' | 6.095 | 6.095 | 66.535 |
| 213 | 214°07'40" | 27.38 | 27.495 | 88.22 |
| 216 | 209°00'55" | 11.42 | 11.435 | 66.58 |
| 218 | 200°19'10" | 5.575 | 5.575 | 66.58 |
| 219 | 200°29'30" | 12.49 | 12.5 | 88.22 |
| 235 | 187°48'05" | 4.92 | 4.925 | 28.5 |
| 236 | 186°23'50" | 5.955 | 5.97 | 26.9 |
| 248 | 176°19'40" | 11.785 | 11.785 | 211.5 |
| 249 | 171°03'30" | 25.1 | 25.115 | 211.5 |
| 275 | 180°27'25" | 1 | 1 | 38.27 |
| 276 | 166°52'20" | 1 | 1 | 491.9 |
| 279 | 184°29'30" | 4.385 | 4.39 | 38.27 |
| 281 | 167°24'40" | 8.26 | 8.26 | 491.9 |
| 282 | 165°24'15" | 24.205 | 24.205 | 491.9 |

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 02/12/2024<br>Reference: 011-18 EASE 3-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: N/A<br>Lengths are in metres | Registered<br>08/04/2025 | DP1313553 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88BEasement plan\011-18G S15 [02] EASE - E.D. - T.M.

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| PLAN FORM 6B (2018) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet(s) |
|---|---|---|

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Title System: TORRENS

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# DP1313553

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

LGA: THE HILLS SHIRE
Locality: WEST PENNANT HILLS
Parish: FIELDS OF MARS
County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of COLLIERS INTERNATIONAL ENGINEERING & DESIGN NSW PTY LTD

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

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

*(b) The part of the land shown in the plan (*being/~~*excluding~~ **.....
THE EASEMENT SITES .....)
was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, 02/12/2024 ..... the part not surveyed was compiled in accordance with that Regulation, or

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

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 04/03/2025

Surveyor Identification No: 1652
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

Electronic signature affixed by me on the 04/03/2024

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, .....

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed Subdivision for (caravan park or forestry) lease purposes in accordance with section 23H or 23J *Conveyancing Act 1919* set out in the plan with this certificate.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation.~~
D.P.270109
D.P.285362
D.P.285431
D.P.737386
D.P.1284479
D.P.1286947

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

Surveyor's Reference: 011-18 EASE 3-TM

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

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18G SI5 [01] EASE - E.D. - T.M.

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

**Registered:** 08/04/2025 Office Use Only

Office Use Only

# DP1313553

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

1. EASEMENT FOR PADMOUNT SUBSTATION 5.045 WIDE (EA1)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (EA2)
3. EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (EC2)
4. EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (ED2)
5. RESTRICTION ON THE USE OF LAND ~~VARIABLE WIDTH~~ (ER2)
6. RIGHT OF ACCESS VARIABLE WIDTH (EF2)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 EASE 3-TM

CAD REF: G:\Acquired\CRV\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18G S15 [01] EASE - E.D. - T.M.

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**PLAN FORM 6A (2017)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

**Registered:** 08/04/2025

Office Use Only

# DP1313553

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

**SIGNATURES:**

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Signed by:
Agnes Szymansk
84D549D5DDD64A6...
Signature of Witness

Agnes Szymansk
Name of Witness (print)

L28/200 George Street, Sydney nsw 2000
Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

Signed by:
Geoff Cohen
B01662BAFC67469...
Signature of Attorney

Geoff Cohen
Name of Attorney (print)

Project Director
Position of Attorney (print)

Signed by:
Sarah Catherine Thompson - Senior Develop
80A2655BC94B439...
Signature of Attorney

Sarah Catherine Thompson - Senior Development
Name of Attorney (print)

Senior Development Manager
Position of Attorney (print)

Signing of behalf of **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**

Power of attorney: Book 4818
No 848

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 EASE 3-TM

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

**Registered:** 08/04/2025 Office Use Only

Office Use Only

# DP1313553

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

**Consent of Mortgagee**

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

Signed by:
Agnes Szymansk
B4D549D5DDD64A6...
Signature of Witness

Agnes Szymansk
Name of Witness

L28/200 George Street, Sydney nsw 2000
Address of Witness

Signed by attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 414 375**

Signed by:
Geoff Cohen
B01662BAFC67499...
Signature of Attorney

Geoff Cohen
Name of Attorney

Project Director
Position of Attorney

Signed by:
Sarah Catherine Thompson - Senior Develop
80A2665BC94B439...
Signature of Attorney

Sarah Catherine Thompson - Senior Development
Name of Attorney (print)

Senior Development Manager
Position of Attorney (print)

Power of attorney: Book 4833

No 896

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 EASE 3-TM

CAD REF: G:\Acquired\CRV\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement Plan\011-18G S15 EASE - E.D. - T.M.

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

Lengths are in metres



# DP1313553

Plan of Easements within Lot 61 in D.P. 737386

Dated 26/2/2025 | 12:40 AEDT

| | |
|---|---|
| Full Name and address of Properties of Land | Mirvac Projects (Retail and Commercial) Pty Limited<br>ACN 151 466 241<br>Level 28, 200 George Street<br>Sydney NSW 2000 |
| Full name and address of mortgagee | Mirvac Highforest Pty Ltd<br>ACN 682 614 375<br>Level 28, 200 George Street<br>Sydney NSW 2000 |

## Part 1 (Creation)

| Number of item shown in the intention panel on the plan: | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement for Padmount Substation 5.045 wide (EA1) | Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 2 | Easement for Padmount Substation 2.75 wide (EA2) | Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 3 | Easement for Underground Cables 1.6 Wide & Variable (EC2) | Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 4 | Easement for Underground Cables 1.0 Wide (ED2) | Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |

Digitally signed by
Michelle Allamby
Date: 11/02/2025

.....

C & R Ref: 011-18 S04 EAS
V2 230330

Req:R537026 /Doc:DP 1313553 B /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:17 /Seq:2 of 11
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres (Sheet 2 of 11 Sheets)

DP1313553

Plan of Easements within Lot 61 in D.P. 737386

Dated 26/2/2025 | 12:40 AEDT

| | | | |
|---|---|---|---|
| 5 | Restriction on the Use of Land (ER2) | Part Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 6 | Right of Access Variable Width (EF2) | Lot 61 in DP 737386 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |

**Part 2 (Terms)**

**1. Terms of Easement for Padmount Substation 5.045 Wide (EA1) and Easement for Padmount Substation 2.75 wide (EA2) numbered 1 and 2 in the plan**

1.0 Definitions

1.0.1 - **easement site** means that part of the land that is affected by this easement marked as (EA1) and (EA2) on the plan.

1.0.2 - **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

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

1.0.4 - **land** means the lot or Torrens title land that is burdened by this easement.

1.0.5 - **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.0.6 - **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

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

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

1.1 The prescribed authority may:

1.1.1 - install electrical equipment within the easement site,

1.1.2 - excavate the easement site to install the electrical equipment,

Digitally signed by Michelle Allamby
Date: 11/02/2025

.....

C & R Ref: 011-18 S04 EAS
V2 230330

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

Lengths are in metres (Sheet 3 of 11 Sheets)

DP1313553

Plan of Easements within Lot 61 in D.P. 737386

Dated 26/2/2025 | 12:40 AEDT

1.1.3 - use the electrical equipment for the transmission of electricity,

1.1.4 - enter the land 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,

1.1.5 - trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

1.1.6 - 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.

1.2 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

1.3 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

1.3.1 - installing or permitting to be installed any services or structure within the easement site, or

1.3.2 - altering the surface level of the easement site, or

1.3.3 - doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

1.4 Electricity Network Assets (Authorised Transactions) Act 2015

1.4.1 - Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

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

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 and 2 in the plan.**

Digitally signed by
Michelle Allamby
Date: 11/02/2025

.....

C & R Ref: 011-18 S04 EAS
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres (Sheet 4 of 11 Sheets)

DP1313553

Plan of Easements within Lot 61 in D.P. 737386

Dated 26/2/2025 | 12:40 AEDT

Epsilon Distribution Ministerial Holding Corporation

**2. Terms of Easement for Underground Cables 1.6 Wide and Variable (EC2) and Easement for Underground Cables 1.0 Wide ~~and Variable~~ (ED2) numbered 3 and 4 in the plan**

2.0 Definitions

2.0.1 - **easement site** means that part of the land that is affected by this easement and marked as (EC2) and (ED2) on the plan.

2.0.2 - **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street lighting equipment, communications cable, and ancillary equipment.

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

2.0.4 - **land** means the lot or Torrens title land that is burdened by this easement.

2.0.5 - **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

2.0.6 - **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

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

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

2.1 The prescribed authority may:

2.1.1 - install electrical equipment within the easement site,

2.1.2 - excavate the easement site to install the electrical equipment.

2.1.3 - use the electrical equipment for the transmission of electricity,

2.1.4 - enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.1.5 - trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

Digitally signed by Michelle Allamby
Date: 11/02/2025

.....

C & R Ref: 011-18 S04 EAS
V2 230330

Req:R537026 /Doc:DP 1313553 B /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:17 /Seq:5 of 11
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres (Sheet 5 of 11 Sheets)

DP1313553

Plan of Easements within Lot 61 in D.P. 737386

26/2/2025 | 12:40 AEDT
Dated……

2.1.6 - 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.

2.2 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

2.3 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

2.3.1 - installing or permitting to be installed any services or structure within the easement site, or
2.3.2 - altering the surface level of the easement site, or

2.3.3 - doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

2.4 Electricity Network Assets (Authorised Transactions) Act 2015

2.4.1 - Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

2.4.2 - the owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 and 4 in the plan.**

Epsilon Distribution Ministerial Holding Corporation

**3. Terms of Restriction on the Use of Land Variable Width (ER2) numbered 5 in the plan**

3.0 Definitions

3.0.1 - **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.

Digitally signed by
Michelle Allamby
Date: 11/02/2025

……

C & R Ref: 011-18 S04 EAS
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres (Sheet 6 of 11 Sheets)

DP1313553

Plan of Easements within Lot 61 in D.P. 737386

Dated 26/2/2025 | 12:40 AEDT

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

3.0.3 - **erect** includes construct, install, build and maintain.

3.0.4 - **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).

3.0.5 - **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

3.06 - **restriction site** means that part of the lot or Torrens title land that is affected by this restriction on the use of land and marked as (ER2) on the plan.

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

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

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

3.1.3 - the owner provides the prescribed authority with an engineer's certificate to this effect.

3.2 The 120/120/120 fire rating and 60/60/60 fire rating must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.3 No doors or opening windows are permitted to be erected within the restriction site on the external surface of a building within 3 metres from the substation footing.

3.4 Electricity Network Assets (Authorised Transactions) Act 2015

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

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

Digitally signed by Michelle Allamby
Date: 11/02/2025

.....

C & R Ref: 011-18 S04 EAS
V2 230330

Req:R537026 /Doc:DP 1313553 B /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:17 /Seq:7 of 11
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres (Sheet 7 of 11 Sheets)

DP1313553

Plan of Easements within Lot 61 in D.P. 737386

Dated 26/2/2025 | 12:40 AEDT

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.**

Epsilon Distribution Ministerial Holding Corporation

**4. Terms of Right of Access Variable Width (EF2) numbered 6 in the plan**

4.0 Definitions

4.0.1 - **access site** means that part of the land that is affected by this right of access marked as (EF2) on the plan.

4.0.2 - **land** means the lot or Torrens title land that is burdened by this easement.

4.0.3 - **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

4.0.4 - **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

4.1 The prescribed authority may:

4.1.1 - by any reasonable means pass across the access site for the purpose of exercising or performing any of its powers, authorities, duties or functions, and

4.1.2 - do anything reasonably necessary for passing across the access site, including:

4.1.2.1 entering the land, and

4.1.2.2 taking anything on to the land, and

4.1.2.3 carrying out work within the access site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

4.2 In exercising its rights under this easement, the prescribed authority must:

4.2.1 ensure all work is done properly, and

4.2.2 cause as little inconvenience as is practicable to the owner and any occupier of the land, and

4.2.3 cause as little damage as is practicable to the land and any improvement on it, and

4.2.4 restore the land as nearly as is practicable to its former condition, and

Digitally signed by
Michelle Allamby
Date: 11/02/2025

.....

C & R Ref: 011-18 S04 EAS
V2 230330

Req:R537026 /Doc:DP 1313553 B /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:17 /Seq:8 of 11
© Office of the Registrar-General /Src:InfoTrack /Ref:1473265

Docusign Envelope ID: 4BBDC7B5-33C3-43A9-8785-FAD7341A1083

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

Lengths are in metres (Sheet 8 of 11 Sheets)

DP1313553

Plan of Easements within Lot 61 in D.P. 737386

Dated 26/2/2025 | 12:40 AEDT

4.2.5 make good any collateral damage.

4.3 Electricity Network Assets (Authorised Transactions) Act 2015

4.3.1 - Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

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

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.**

Epsilon Distribution Ministerial Holding Corporation

Digitally signed by
Michelle Allamby
Date: 11/02/2025

.....

C & R Ref: 011-18 S04 EAS
V2 230330

Req:R537026 /Doc:DP 1313553 B /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:17 /Seq:9 of 11
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Docusign Envelope ID: 4BBDC7B5-33C3-43A9-8785-FAD7341A1083

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

Lengths are in metres



# DP1313553

Plan of Easements within Lot 61 in D.P. 737386

Dated 26/2/2025 | 12:40 AEDT

**SIGNATURES:**

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

Signature of witness:

Digitally signed by Michelle Allamby
Date: 11/02/2025

Name of witness:

Michelle Allamby

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

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

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

Signature of attorney:

Digitally signed by Simon Lawton
Date: 11.02.2025

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Power of attorney: Book 4833 No 383

EE reference: URS27286+UML10455

.....

C & R Ref: 011-18 S04 EAS
V2 230330

Req:R537026 /Doc:DP 1313553 B /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:17 /Seq:10 of 11
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Docusign Envelope ID: 4BBDC7B5-33C3-43A9-8785-FAD7341A1083

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

Lengths are in metres



# DP1313553

Plan of Easements within Lot 61 in D.P. 737386

Dated 26/2/2025 | 12:40 AEDT

**SIGNATURES:**

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Signed by:
Agnes Szymanski
B4D549D5DDD64A6...
Signature of witness

Agnes Szymanski
Name of witness (print)

L28/200 George Street, Sydney NSW 2000
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

Signed by:
Geoff Cohen
B01662BAFC67469...
Signature of attorney

Geoff Cohen
Name of attorney (print)

Project Director
Position of attorney (print)

Signed by:
Sarah Catherine Thompson - Senior Development
80A2665BC94B439...
Signature of attorney

Sarah Catherine Thompson - Senior Development Ma
Name of attorney (print)

Senior Development Manager
Position of attorney (print)

Signing on behalf of **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**
Power of attorney –
Book 4818
- No 848

.....

C & R Ref: 011-18 S04 EAS
V2 230330

Req:R537026 /Doc:DP 1313553 B /Rev:09-Apr-2025 /NSW LRS /Prt:06-Jul-2025 16:17 /Seq:11 of 11
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Docusign Envelope ID: 4BBDC7B5-33C3-43A9-8785-FAD7341A1083

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

Lengths are in metres



# DP1313553

Plan of Easements within Lot 61 in D.P. 737386

Dated 26/2/2025 | 12:40 AEDT

**Consent of Mortgagee**

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

Signature of witness:

Signed by: Agnes Szymanski
B4D549D5DDD64A6...

Witness name: Agnes Szymanski

Address of witness: L28/200 George Street, Sydney NSW 2000

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 614 375**

Signature of attorney:

Signed by: Geoff Cohen
B01662BAFC67460...

Attorney name: Geoff Cohen

Attorney position: Project Director

Signature of attorney:

Signed by: Sarah Catherine Thompson - Sen
80A2665BC94B439...

Attorney name: Sarah Catherine Thompson - Senior

Attorney position: Senior Development Manager

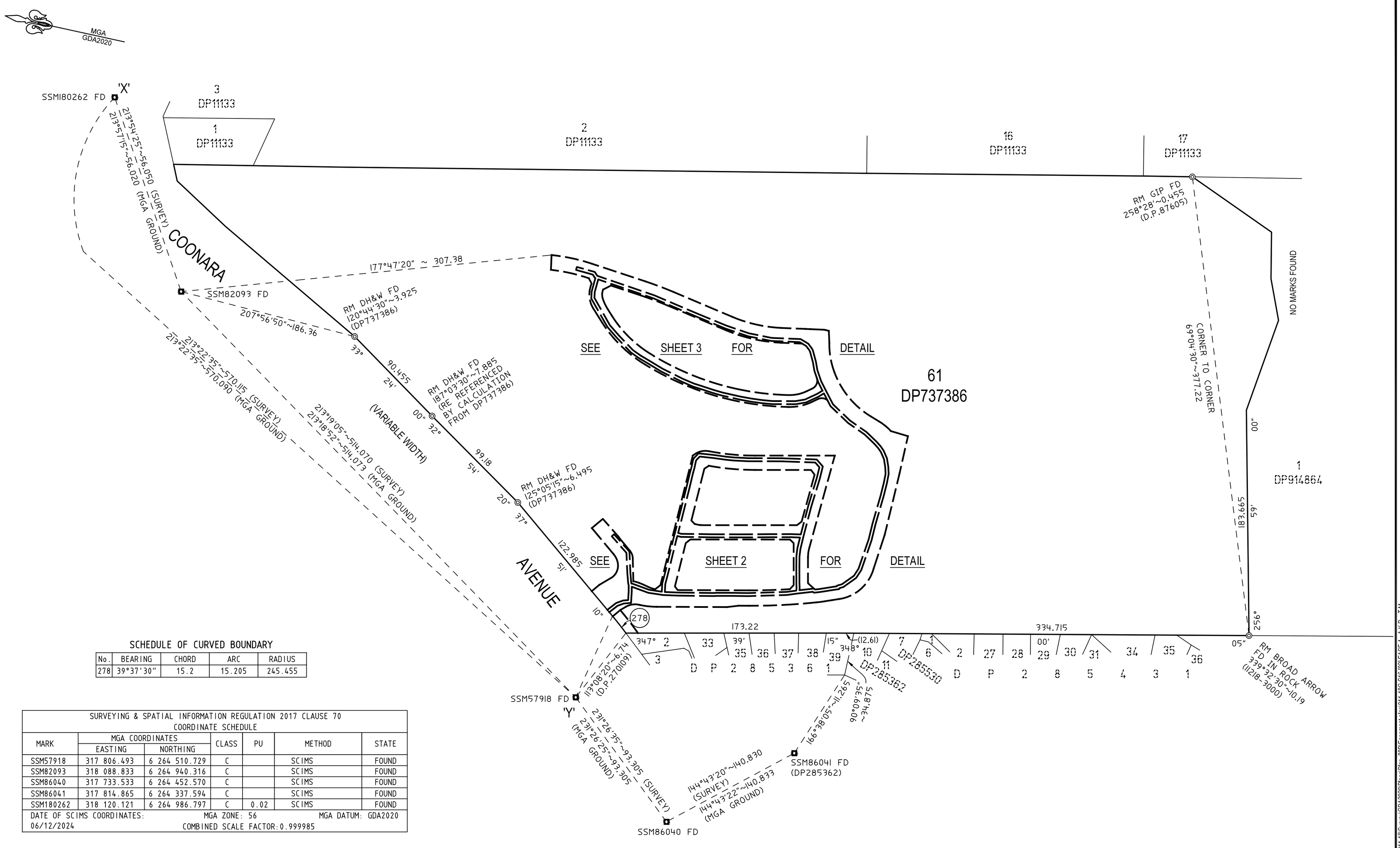
Power of attorney: Book 4833

No 896

REGISTERED: 08/04/2025

.....

C & R Ref: 011-18 S04 EAS
V2 230330




SCHEDULE OF CURVED BOUNDARY

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 278 | 39°37'30" | 15.2 | 15.205 | 245.455 |

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70
COORDINATE SCHEDULE

| MARK | MGA COORDINATES EASTING | MGA COORDINATES NORTHING | CLASS | PU | METHOD | STATE |
|---|---|---|---|---|---|---|
| SSM57918 | 317 806.493 | 6 264 510.729 | C | | SCIMS | FOUND |
| SSM82093 | 318 088.833 | 6 264 940.316 | C | | SCIMS | FOUND |
| SSM86040 | 317 733.533 | 6 264 452.570 | C | | SCIMS | FOUND |
| SSM86041 | 317 814.865 | 6 264 337.594 | C | | SCIMS | FOUND |
| SSM180262 | 318 120.121 | 6 264 986.797 | C | 0.02 | SCIMS | FOUND |

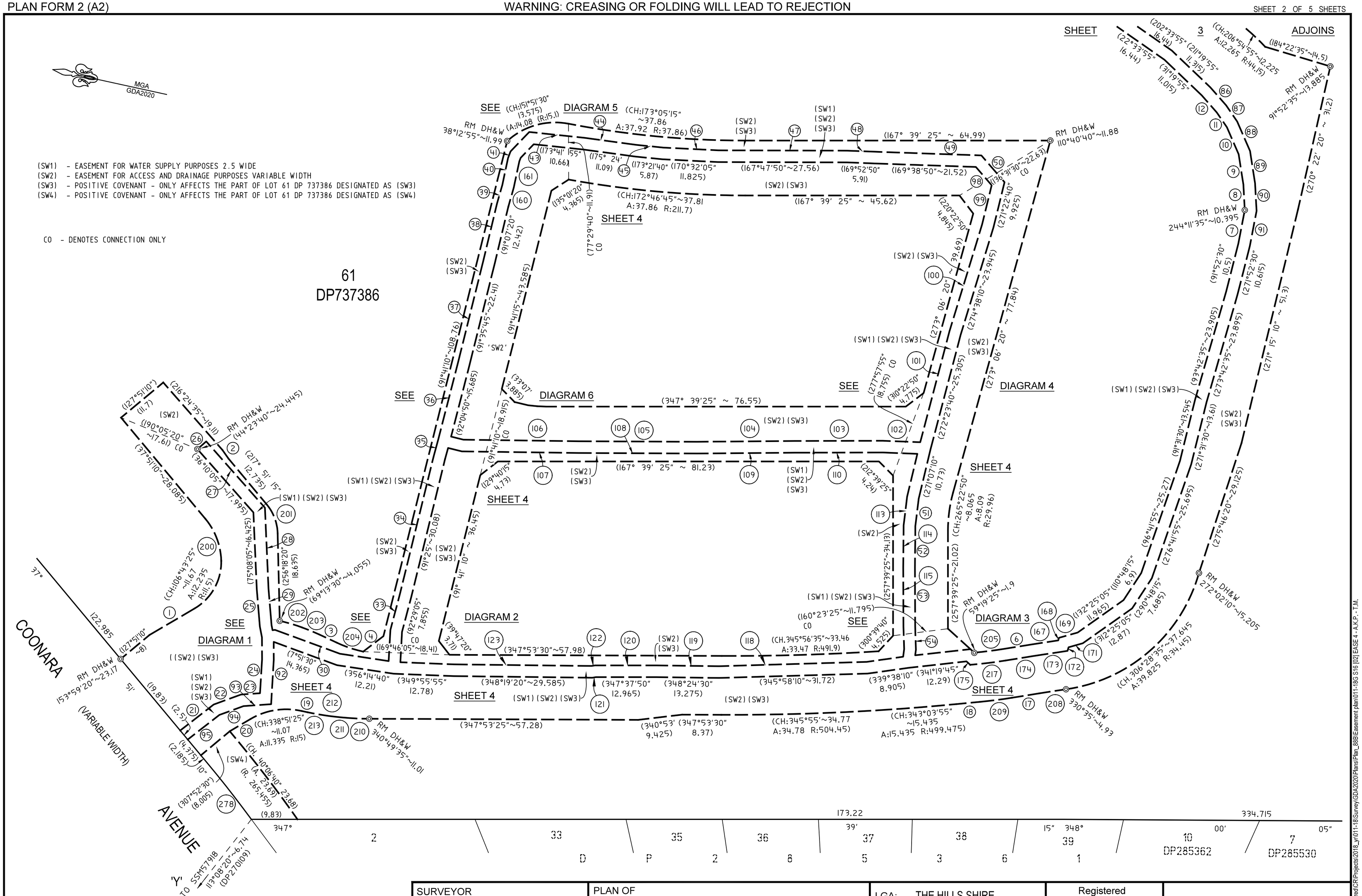
DATE OF SCIMS COORDINATES: 06/12/2024 MGA ZONE: 56 COMBINED SCALE FACTOR: 0.999985 MGA DATUM: GDA2020

NOTE:
REFER TO SHEET 5 FOR SCHEDULE OF BOUNDARY CURVE & SCHEDULE OF BOUNDARY SHORT LINES.

| SURVEYOR | PLAN OF | | Registered | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 14/03/2025<br>Reference: 011-18 EASE 4-TM | EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 2000<br>Lengths are in metres | 27/06/2025 | DP1315873 |

CAD REF: G:\Acquired\CRPprojects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_688\Easement plan\011-18G S16 [02] EASE 4 - A.K.P. - T.M.

Req:R537027 /Doc:DP 1315873 P /Rev:27-Jun-2025 /NSW LRS /Prt:06-Jul-2025 16:18 /Seq:1 of 10
© Office of the Registrar-General /Src:InfoTrack /Ref:1473265




NOTE:
REFER TO SHEET 5 FOR SCHEDULE OF BOUNDARY CURVE & SCHEDULE OF BOUNDARY SHORT LINES.

| SURVEYOR | PLAN OF | LGA: THE HILLS SHIRE | Registered | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 14/03/2025<br>Reference: 011-18 EASE 4-TM | EASEMENTS WITHIN LOT 61 IN D.P.737386 | Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | 27/06/2025 | DP1315873 |

Req:R537027 /Doc:DP 1315873 P /Rev:27-Jun-2025 /NSW LRS /Prt:06-Jul-2025 16:18 /Seq:2 of 10
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Req:R537027 /Doc:DP 1315873 P /Rev:27-Jun-2025 /NSW LRS /Prt:06-Jul-2025 16:18 /Seq:3 of 10
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MGA GDA2020

SEE DIAGRAM 7

61
DP737386

SHEET 5

SEE DIAGRAM 8

SHEET 5

SHEET 2 ADJOINS

(SW1) - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
(SW2) - EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH
(SW3) - POSITIVE COVENANT - ONLY AFFECTS THE PART OF LOT 61 DP 737386 DESIGNATED AS (SW3)

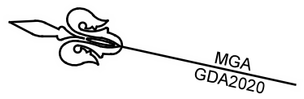
CO - DENOTES CONNECTION ONLY

NOTE:
REFER TO SHEET 5 FOR SCHEDULE OF BOUNDARY CURVE & SCHEDULE OF BOUNDARY SHORT LINES.

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 14/03/2025<br>Reference: 011-18 EASE 4-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | Registered<br>27/06/2025 | DP1315873 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18G S1G [02] EASE 4 - A.K.P. - T.M.

Req:R537027 /Doc:DP 1315873 P /Rev:27-Jun-2025 /NSW LRS /Prt:06-Jul-2025 16:18 /Seq:4 of 10
© Office of the Registrar-General /Src:InfoTrack /Ref:1473265



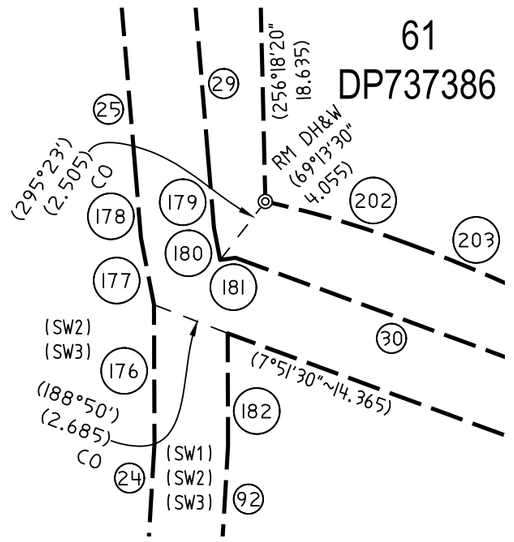




DIAGRAM 1
SCALE 1:200

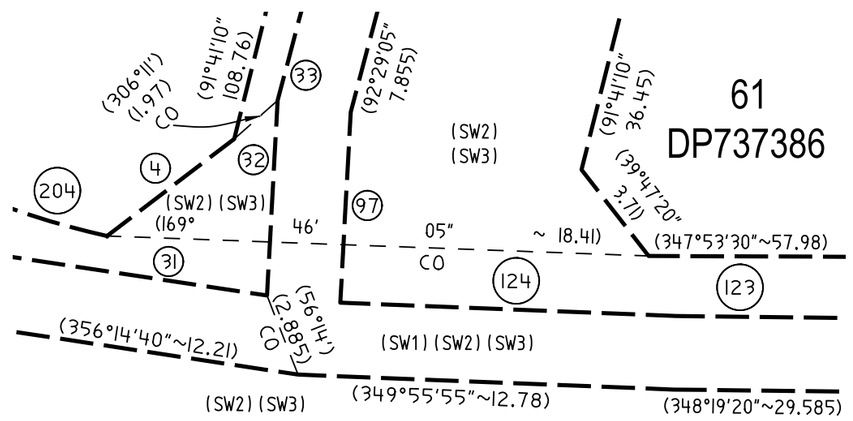



DIAGRAM 2
SCALE 1:200

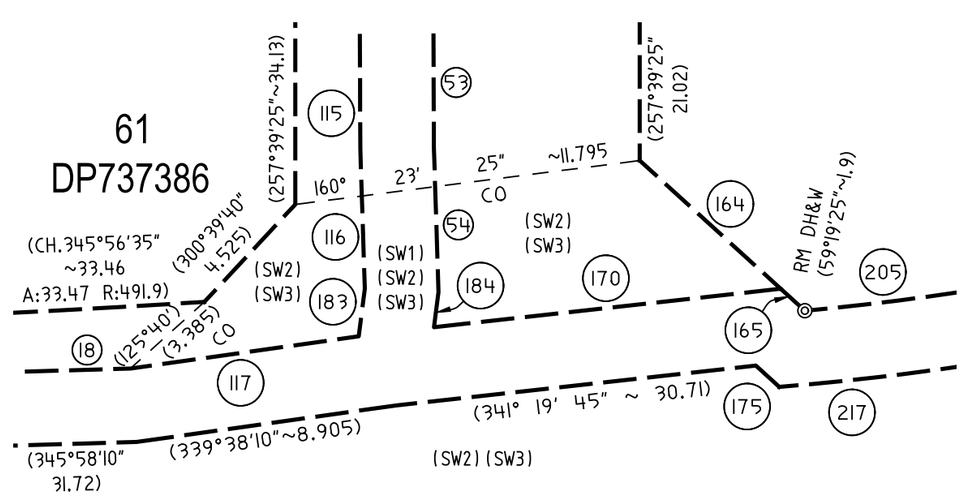



DIAGRAM 3
SCALE 1:200

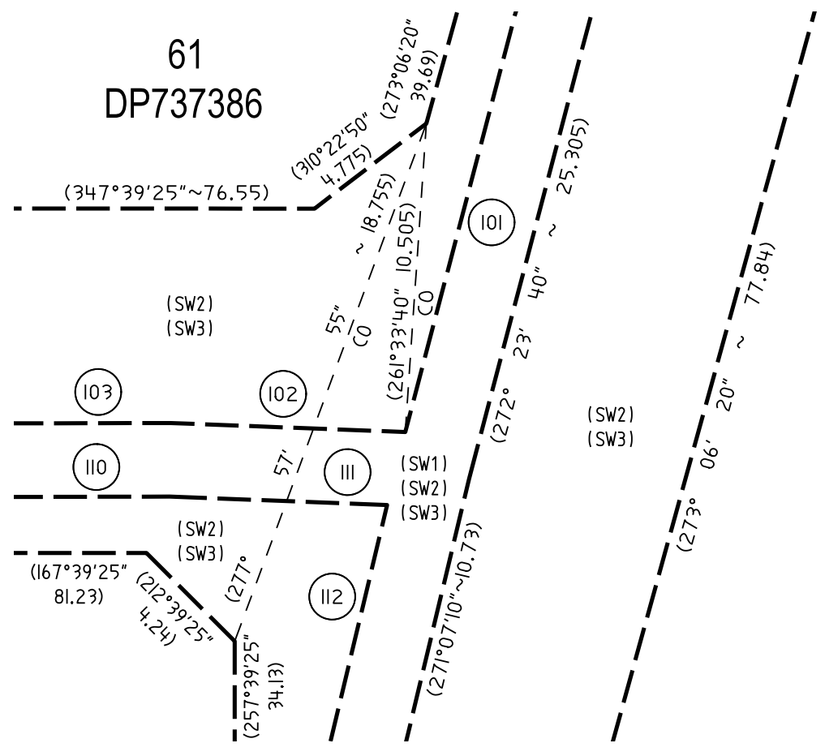



DIAGRAM 4
SCALE 1:200

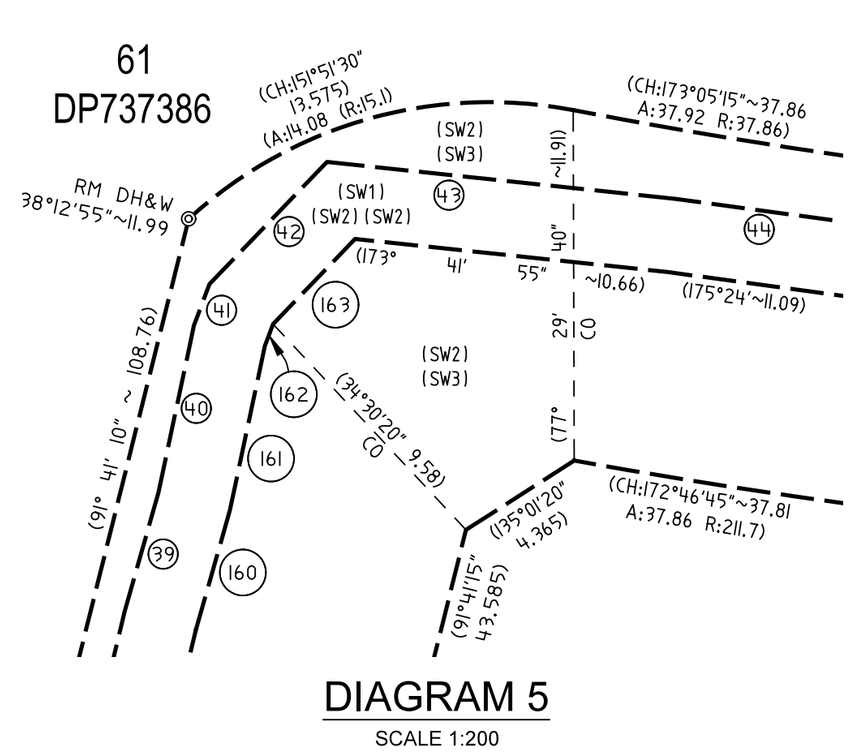



DIAGRAM 5
SCALE 1:200

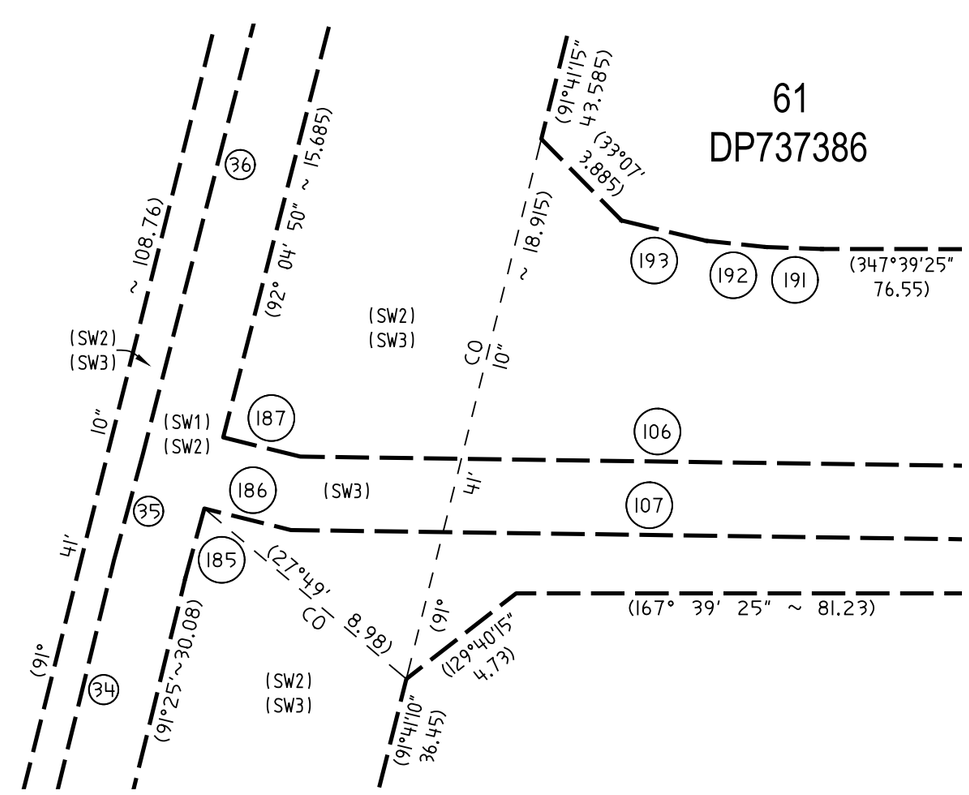



DIAGRAM 6
SCALE 1:200

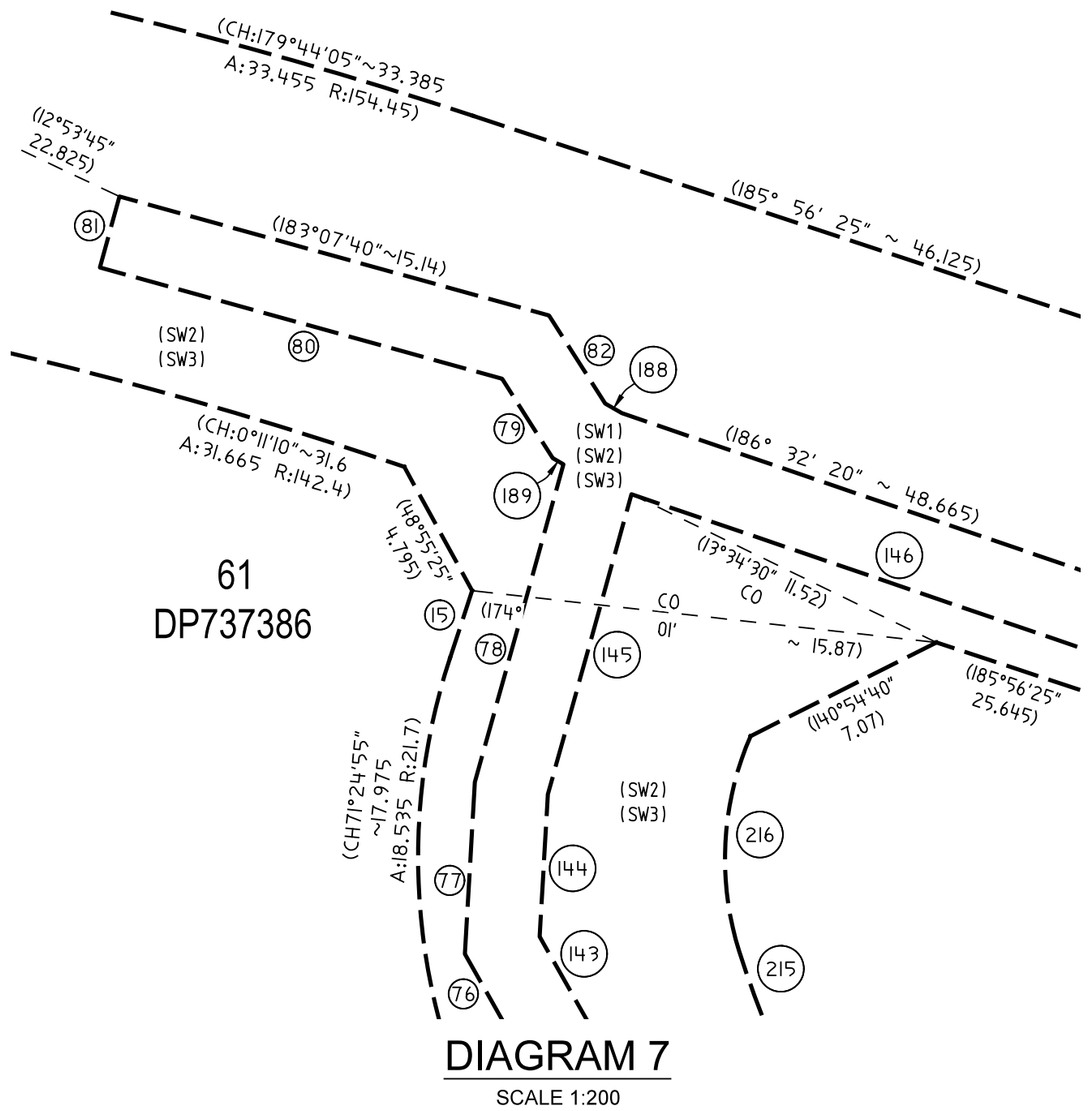
(SW1) - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
(SW2) - EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH
(SW3) - POSITIVE COVENANT - ONLY AFFECTS THE PART OF LOT 61 DP 737386 DESIGNATED AS (SW3)

CO - DENTOES CONNECTION ONLY

NOTE:
REFER TO SHEET 5 FOR SCHEDULE OF BOUNDARY CURVE & SCHEDULE OF BOUNDARY SHORT LINES.

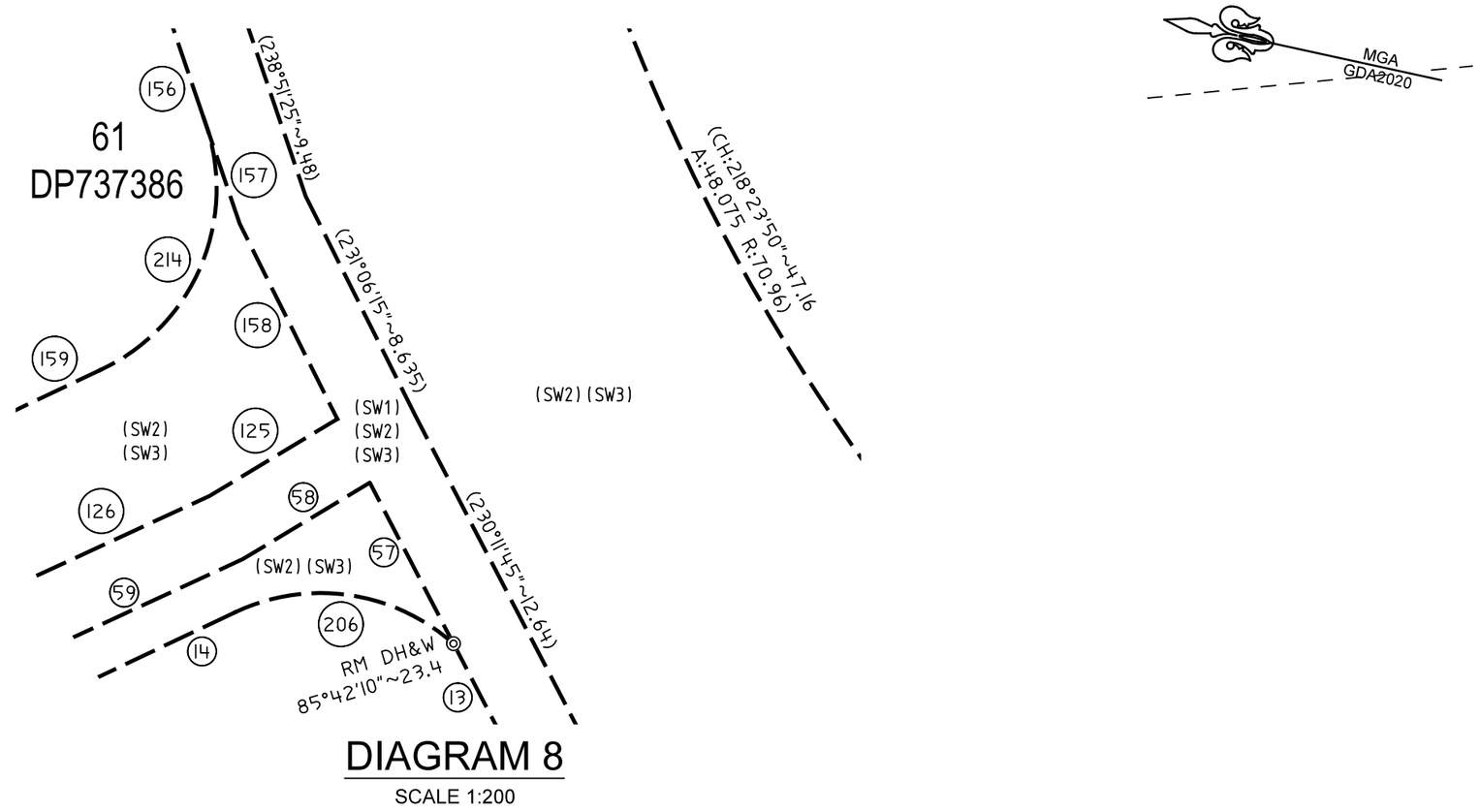
| SURVEYOR | PLAN OF | LGA: THE HILLS SHIRE | Registered | DP1315873 |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 14/03/2025<br>Reference: 011-18 EASE 4-TM | EASEMENTS WITHIN LOT 61 IN D.P.737386 | Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 200<br>Lengths are in metres | 27/06/2025 | |

CAD REF: G:\Acquired\CR\Projects\2018_pr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18G S16 [02] EASE 4 - A.K.P. - T.M.




## DIAGRAM 7

SCALE 1:200




## DIAGRAM 8

SCALE 1:200




(SW1) - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
(SW2) - EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH
(SW3) - POSITIVE COVENANT - ONLY AFFECTS THE PART OF LOT 61 DP 737386 DESIGNATED AS (SW3)

CO - DENTOES CONNECTION ONLY

## SCHEDULE OF CURVE LINES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 200 | 56°55'15" | 9.515 | 9.692 | 14.56 |
| 201 | 57°05' | 6.585 | 6.71 | 10 |
| 202 | 184°02'45" | 4.97 | 4.975 | 36.1 |
| 203 | 189°49'40" | 3.945 | 3.945 | 50.605 |
| 204 | 186°23'50" | 5.955 | 5.97 | 26.9 |
| 205 | 160°25'25" | 6.39 | 6.395 | 93.9 |
| 206 | 355°49'35" | 7.735 | 8.195 | 7 |
| 207 | 176°06'40" | 1.67 | 1.67 | 7.95 |
| 208 | 339°02' | 5.775 | 5.775 | 295.55 |
| 209 | 340°19'55" | 6.77 | 6.775 | 104.45 |
| 210 | 349°40'25" | 4.21 | 4.21 | 56.795 |
| 211 | 353°01'40" | 3.405 | 3.405 | 86.06 |
| 212 | 355°14'25" | 1.78 | 1.78 | 47.19 |
| 213 | 357°46'45" | 3.83 | 3.83 | 75.165 |
| 214 | 99°57'50" | 9.56 | 10.525 | 7 |
| 215 | 52°45'15" | 9.465 | 9.49 | 38.015 |
| 216 | 80°41'30" | 7.315 | 7.47 | 10.45 |
| 217 | 340°45'10" | 7.67 | 7.67 | 96.4 |

## SCHEDULE OF SHORT LINES

| No. | BEARING | DISTANCE | No. | BEARING | DISTANCE | No. | BEARING | DISTANCE |
|---|---|---|---|---|---|---|---|---|
| 1 | 137°12'30" | 11.155 | 47 | 167°47'50" | 27.55 | 94 | 327°34'45" | 5.46 |
| 2 | 222°24' | 2.28 | 48 | 169°52'50" | 5.95 | 95 | 309°47'20" | 8.55 |
| 3 | 192°45'15" | 4.11 | 49 | 169°38'50" | 22.605 | 97 | 80°47'10" | 6.485 |
| 4 | 130°17'20" | 5.435 | 50 | 216°47'30" | 7.53 | 98 | 216°47'30" | 5.15 |
| 6 | 158°28'25" | 5.875 | 51 | 264°35'35" | 5.91 | 99 | 271°22'40" | 8.565 |
| 7 | 88°31'50" | 7.285 | 52 | 258°12'40" | 8.8 | 100 | 274°38'10" | 23.925 |
| 8 | 74°30'05" | 5.48 | 53 | 257°26'40" | 12.6 | 101 | 272°23'40" | 24.365 |
| 9 | 68°47'15" | 6.51 | 54 | 255°49'05" | 4.925 | 102 | 349°51'55" | 7.97 |
| 10 | 54°09'40" | 6.29 | 57 | 50°11'45" | 6.36 | 103 | 347°31'30" | 18.805 |
| 11 | 43°14'20" | 3.805 | 58 | 316°35'20" | 5.185 | 104 | 347°11'15" | 20.8 |
| 12 | 36°23'05" | 4.835 | 59 | 322°51'45" | 11.205 | 105 | 347°54'10" | 25.26 |
| 13 | 50°11'45" | 5.375 | 60 | 338°07'30" | 8.465 | 106 | 348°26'30" | 24.53 |
| 14 | 322°17'10" | 5.865 | 61 | 347°41'40" | 19.05 | 107 | 168°26'30" | 24.83 |
| 15 | 95°52'55" | 2.39 | 62 | 353°06'10" | 8.575 | 108 | 167°54'10" | 25.29 |
| 16 | 182°08'15" | 2.745 | 63 | 355°31'50" | 8.76 | 109 | 167°11'15" | 20.805 |
| 17 | 338°28'25" | 5.875 | 64 | 358°07'15" | 9.595 | 110 | 167°31'30" | 18.75 |
| 18 | 342°11'20" | 5.09 | 65 | 0°23'25" | 15.085 | 111 | 169°51'55" | 7.395 |
| 19 | 359°57'10" | 1.27 | 66 | 3°50'45" | 7.77 | 112 | 271°07'10" | 9.365 |
| 20 | 317°04'50" | 5.145 | 67 | 5°50' | 9.12 | 113 | 264°35'35" | 6.195 |
| 21 | 129°47'20" | 9.025 | 68 | 5°27' | 7.765 | 114 | 258°12'40" | 8.955 |
| 22 | 147°34'45" | 6.2 | 69 | 10°55'55" | 9.705 | 115 | 257°26'40" | 12.655 |
| 23 | 163°39' | 4.065 | 70 | 14°02'30" | 18.89 | 116 | 255°49'05" | 4.76 |
| 24 | 81°03'15" | 7.19 | 71 | 18°56'15" | 12.755 | 117 | 339°38'10" | 7.835 |
| 25 | 72°53'45" | 5.54 | 72 | 18°06'15" | 8.06 | 118 | 345°58'10" | 31.525 |
| 26 | 126°10'05" | 2.5 | 73 | 22°44'05" | 8.215 | 119 | 348°24'30" | 13.24 |
| 27 | 216°10'05" | 18.88 | 74 | 33°55'10" | 16.685 | 120 | 347°37'50" | 13.18 |
| 28 | 255°08'05" | 17.26 | 75 | 36°28'10" | 11.62 | 121 | 338°22'25" | 0.75 |
| 29 | 252°53'45" | 5.49 | 76 | 48°08'30" | 26.585 | 122 | 338°22'25" | 0.735 |
| 30 | 187°51'30" | 14.74 | 77 | 80°58'40" | 5.85 | 123 | 348°19'20" | 29.335 |
| 31 | 176°14'40" | 10.51 | 78 | 93°13'30" | 11.205 | 124 | 349°55'55" | 11.405 |
| 32 | 80°47'10" | 6.635 | 79 | 45°09'30" | 3.195 | 125 | 316°35'20" | 5.225 |
| 33 | 92°29'05" | 8.085 | 80 | 3°07'40" | 14.18 | 126 | 322°51'45" | 10.73 |
| 34 | 91°25' | 30.09 | 81 | 93°07'40" | 2.5 | 127 | 338°07'30" | 7.92 |
| 35 | 92°53'15" | 3.715 | 82 | 225°09'30" | 3.55 | 128 | 347°41'35" | 18.725 |
| 36 | 92°04'50" | 16.925 | 83 | 198°24'30" | 7.355 | 129 | 353°06'10" | 8.405 |
| 37 | 91°35'45" | 22.39 | 84 | 220°33'30" | 4.74 | 130 | 355°31'50" | 8.65 |
| 38 | 91°07'20" | 12.46 | 85 | 228°31'35" | 1.795 | 131 | 358°07'15" | 9.49 |
| 39 | 93°32'05" | 4.19 | 86 | 216°23'05" | 5.095 | 132 | 0°23'25" | 14.96 |
| 40 | 89°39'30" | 5.81 | 87 | 223°14'20" | 4.19 | 133 | 3°50'45" | 7.65 |
| 41 | 98°11'50" | 1.505 | 88 | 234°09'40" | 6.85 | 134 | 5°50' | 9.085 |
| 42 | 121°33'20" | 5.755 | 89 | 248°47'15" | 6.955 | 135 | 5°27' | 7.655 |
| 43 | 173°41'55" | 11.92 | 90 | 74°30'05" | 5.91 | 136 | 10°55'55" | 9.5 |
| 44 | 175°24' | 11.08 | 91 | 268°31'50" | 7.665 | 137 | 14°02'30" | 18.74 |
| 45 | 173°21'40" | 5.765 | 92 | 261°03'15" | 9.465 | 138 | 18°56'15" | 12.66 |
| 46 | 170°32'05" | 11.705 | 93 | 343°39' | 5.91 | 139 | 18°06'15" | 7.975 |

## SCHEDULE OF LINES

| No. | BEARING | DISTANCE | No. | BEARING | DISTANCE |
|---|---|---|---|---|---|
| 140 | 22°44'05" | 7.865 | 186 | 181°36'05" | 3.025 |
| 141 | 33°55'10" | 16.385 | 187 | 1°36'05" | 2.7 |
| 142 | 36°28'10" | 11.31 | 188 | 197°44'35" | 0.655 |
| 143 | 48°08'30" | 25.59 | 189 | 17°44'35" | 0.42 |
| 144 | 80°58'40" | 4.845 | 190 | 169°54'055" | 3.64 |
| 145 | 93°13'30" | 10.58 | 191 | 349°46'50" | 1.91 |
| 146 | 186°32'20" | 47.37 | 192 | 353°33'35" | 2.035 |
| 147 | 190°41'05" | 39.07 | 193 | 1°08'30" | 2.955 |
| 148 | 190°03'15" | 24.66 | | | |
| 149 | 186°28' | 19.745 | | | |
| 150 | 178°59'15" | 19.28 | | | |
| 151 | 169°59'45" | 22.99 | | | |
| 152 | 198°24'30" | 2.42 | | | |
| 153 | 198°24'30" | 3.81 | | | |
| 154 | 220°33'30" | 4.075 | | | |
| 155 | 228°31'35" | 1.315 | | | |
| 156 | 238°51'25" | 5.93 | | | |
| 157 | 238°51'25" | 3.915 | | | |
| 158 | 231°06'15" | 7.66 | | | |
| 159 | 322°17' | 5.225 | | | |
| 160 | 93°32'05" | 4.225 | | | |
| 161 | 89°39'30" | 5.71 | | | |
| 162 | 98°11'50" | 0.8 | | | |
| 163 | 121°33'20" | 4.015 | | | |
| 164 | 209°55'15" | 6.475 | | | |
| 165 | 209°55'15" | 1.115 | | | |
| 167 | 159°00'50" | 5.815 | | | |
| 168 | 93°06'20" | 0.57 | | | |
| 169 | 151°50'35" | 4.135 | | | |
| 170 | 341°19'45" | 11.85 | | | |
| 171 | 331°50'35" | 3.16 | | | |
| 172 | 273°06'20" | 0.785 | | | |
| 173 | 339°00'50" | 7.425 | | | |
| 174 | 338°28'25" | 5.86 | | | |
| 175 | 29°55'15" | 1.08 | | | |
| 176 | 77°27'10" | 4.73 | | | |
| 177 | 66°39'30" | 2.32 | | | |
| 178 | 72°53'45" | 2.425 | | | |
| 179 | 252°53'45" | 2.285 | | | |
| 180 | 246°39'30" | 1.115 | | | |
| 181 | 159°46' | 0.525 | | | |
| 182 | 257°27'10" | 3.83 | | | |
| 183 | 264°58'05" | 1.635 | | | |
| 184 | 264°58'05" | 1.195 | | | |
| 185 | 92°53'15" | 2.47 | | | |

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 14/03/2025<br>Reference: 011-18 EASE 4-TM | PLAN OF<br>EASEMENTS WITHIN LOT 61 IN D.P.737386 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 200<br>Lengths are in metres | Registered<br>27/06/2025 | DP1315873 |

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| PLAN FORM 6B (2018) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 5 sheet(s) |
|---|---|---|

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Title System: TORRENS

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# DP1315873

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

LGA: THE HILLS SHIRE
Locality: WEST PENNANT HILLS
Parish: FIELDS OF MARS
County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of COLLIERS INTERNATIONAL ENGINEERING & DESIGN NSW PTY LTD

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

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

*(b) The part of the land shown in the plan (*being/~~*excluding~~ **.....
THE EASEMENT SITES .....)
was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ...14/03/2025..... the part not surveyed was compiled in accordance with that Regulation, or

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

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 9/04/2025

Surveyor Identification No: 1652
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

Electronic signature affixed by me, or at my direction, on the 9/04/2025

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, .....

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed Subdivision for (caravan park or forestry) lease purposes in accordance with section 23H or 23J *Conveyancing Act 1919* set out in the plan with this certificate.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation.~~
D.P.270109
D.P.285362
D.P.285431
D.P.737386
D.P.1284479
D.P.1286947

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

Surveyor's Reference: 011-18 EASE 4-TM

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

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**PLAN FORM 6A (2017)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

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**Registered:** 27/06/2025

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# DP1315873

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

1. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (SW1)
2. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (SW2)
3. POSITIVE COVENANT (SW3)
4. POSITIVE COVENANT (SW4)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 EASE 4-TM

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**PLAN FORM 6A (2017)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only

**Registered:** 27/06/2025

Office Use Only

# DP1315873

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

**SIGNATURES:**

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Ellie Noonan

Digitally signed by Ellie Noonan
DN: cn=Ellie Noonan
Date: 2025.06.02 15:50:35 +10'00'

.....
Signature of Witness

Ellie Noonan
.....
Name of Witness (print)

L28/200 George Street, Sydney nsw 2000
.....
Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

C. Cohen
.....
Signature of Attorney

Geoffrey Cohen
.....
Name of Attorney (print)

Project Director
.....
Position of Attorney (print)

.....
Signature of Attorney

Sarah Thompson

Digitally signed by Sarah Thompson
DN: cn=Sarah Thompson
Date: 2025.06.02 13:05:58 +10'00'

.....
Name of Attorney (print)

Sarah Thompson
Senior Development Manager
.....
Position of Attorney (print)

Signing of behalf of **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**

Power of attorney: Book 4836

No 835

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 EASE 4-TM

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**PLAN FORM 6A (2017)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

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**Registered:** 27/06/2025

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# DP1315873

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

**Consent of Mortgagee**

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

Ellie Noonan

Digitally signed by Ellie Noonan
DN: cn=Ellie Noonan
Date: 2025.06.03 09:15:33 +10'00'

.....
Signature of Witness

Ellie Noonan
.....
Name of Witness

L28/200 George Street, Sydney nsw 2000
.....
Address of Witness

Signed by attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 614 375**

C. Cohen

.....
Signature of Attorney

Geoffrey Cohen
.....
Name of Attorney

Project Director
.....
Position of Attorney

.....
Signature of Attorney

Sarah Thompson

Digitally signed by Sarah Thompson
DN: cn=Sarah Thompson
Date: 2025.06.02 13:06:49 +10'00'

.....
Name of Attorney (print)

Sarah Thompson
Senior Development Manager
.....
Position of Attorney (print)

Power of attorney: Book 4833

No 896

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 EASE 4-TM

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**PLAN FORM 6A (2017)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 5 sheet(s)

Office Use Only

**Registered:** 27/06/2025

Office Use Only

# DP1315873

**PLAN OF**
EASEMENTS WITHIN LOT 61 IN D.P.737386

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

**SYDNEY WATER ATTESTATION**

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

DocuSigned by: Lauren Scott
6D2804FC851148B3...
Signature of Witness

Lauren Scott
Name of Witness

1 Smith Street Parramatta NSW 2150
Address of Witness

DocuSigned by: Simon Fairfax
1730AA4754E4494...
Signature of Authorised Delegate

Simon Fairfax
Name of Authorised Delegate

Property Portfolio Acquisitions Mngr
Title of Authorised Delegate

28-May-2025 | 12:18 AEST
Date

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 EASE 4-TM

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

Plan DP1315873

Sheet 1 of 8 Sheets

Plan of Easements within Lot 61 in DP 737386

Dated 9/04/25

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

Mirvac Project (Retail and Commercial) Pty Limited
ACN 151 466 241
Level 28, 200 George Street, Sydney NSW 2000
Mirvac Highforest Pty Ltd
ACN 682 614 375
Level 28, 200 George Street Sydney NSW 2000

**Full name and address of mortgagee:**

**PART 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|---|---|
| 1 | Easement for Water Supply Purposes 2.5 wide (SW1) | Lot 61 DP 737386 | Sydney Water Corporation ABN 49 776 225 038 |
| 2 | Easement for Access and Drainage Purposes variable width (SW2) | Lot 61 DP 737386 | Sydney Water Corporation ABN 49 776 225 038 |
| 3 | Positive Covenant (SW3) | Lot 61 DP 737386 (Part Only) | Sydney Water Corporation ABN 49 776 225 038 |
| 4 | Positive Covenant (SW4) | Lot 61 DP 737386 (Part Only) | Sydney Water Corporation ABN 49 776 225 038 |

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



Plan DP1315873

Plan of Easements within Lot 61 in DP 737386

Dated 9/04/25

**PART 2 (Terms)**

## 1) Terms of Easement for Water Supply Purposes 2.5 wide (SW1) numbered 1 in the Plan.

An easement for Water Supply Purposes on terms as detailed in Part 1 of Memorandum 5736755 registered at Land Registry Services NSW are incorporated into this document.

## 2) Terms of Easement for Access and Drainage Purposes variable width numbered 2 in the Plan.

An easement for Access and Drainage Purposes on terms as detailed in Part 2 of Memorandum 5736755 registered at Land Registry Services NSW are incorporated into this document.

## 3) Terms of Positive Covenant (SW3) numbered 3 in the Plan.

A Positive Covenant on terms as detailed in Part 3 of Memorandum 5736755 registered at Land Registry Services NSW are incorporated into this document.

## Name of authority empowered to release, vary, or modify the easements numbered 1, 2 and positive covenant numbered 3 in the plan.

Sydney Water Corporation ABN 49 776 225 038

## 4) Terms of Positive Covenant (SW4) numbered 4 in the Plan.

A Positive Covenant on terms as detailed below.

### Interpretation

4.1. In this annexure, unless the context otherwise requires:

(a) **Act** means the *Conveyancing Act 1919.*

(b) **Development** has the meaning given to that term in section 1.5 of the *Environmental Planning and Assessment Act 1979*;

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



Plan DP1315873

Plan of Easements within Lot 61 in DP 737386

Dated 9/04/25

(c) **Disused Works** has the same meaning as 'works' in section 3(2) of the *Sydney Water Act 1994* and, in relation to the Positive Covenant, means works installed on the Lot by Sydney Water, but which are no longer used by Sydney Water.

(d) **Lot** means the land burdened by the Positive Covenant.

(e) **Owner** means each Person who individually or jointly with any other Person, whether at law or equity, is entitled to an estate in fee simple or is the mortgagee in possession of the Lot, and includes any executor, administrator, successor or assignee of any such Person.

(f) **Person** includes a natural person and a corporation incorporated under any law.

(g) **Positive Covenant** means the positive covenant enforceable by Sydney Water imposed on the Lot by registration of the dealing incorporating the provisions of this annexure.

(h) **Registered Proprietor** includes the registered proprietor for the time being of the Lot under the *Real Property Act 1900* and the Owner of the Lot.

(i) **Sydney Water** means Sydney Water Corporation (and any successor in title) and includes any Person for the time being authorised by Sydney Water Corporation.

## Nature of the Positive Covenant

4.2. The Registered Proprietor acknowledges that:

(a) the Disused Works are located beneath the surface of the Lot and are filled with sand;

(b) the Positive Covenant constitutes a public positive covenant within the meaning given to that term under section 87A of the Act;

(c) the Positive Covenant is imposed on the Lot under section 88E of the Act; and

(d) the provisions of section 88E of the Act apply in respect of the Positive Covenant.

## Obligations of the Registered Proprietor

4.3. The Registered Proprietor:

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



Plan DP1315873

Plan of Easements within Lot 61 in DP 737386

Dated 9/04/25

(a) must subdivide the Lot, erect buildings on the Lot, and generally carry out Development on the Lot without removing or disrupting the Disused Works;

(b) hereby assumes full responsibility for the Disused Works as being improvements on the Lot which are owned by the Registered Proprietor;

(c) must release Sydney Water, its servants, agents and contractors to the full extent permitted by law, in the absence of any negligence on their part, from all liability and loss of every kind in respect of or resulting from any accident, damage, death or injury connected with the Disused Works;

(d) must indemnify Sydney Water, its servants, agents and contractors against any loss, liability or cost suffered or incurred by them, in the absence of any negligence on their part, in respect of or resulting from any accident, damage, death or injury connected with the Disused Works;

(e) must comply with the terms of any written notice issued by Sydney Water in respect of the requirements of the Positive Covenant within the time stated in the notice.

**Removal of Disused Works**

4.4 If the Registered Proprietor wishes to remove the Disused Works from the Lot, it must not do so unless it has first obtained the written consent of Sydney Water to remove the Disused Works.

The Registered Proprietor acknowledges that Sydney Water may give or withhold consent to the removal of the Disused Works, with or without conditions, acting reasonably.

If Sydney Water consents to the removal of the Disused Works from the Lot, the Registered Proprietor must remove the Disused Works from the Lot at its cost and:

(a) hereby assumes full responsibility for removal of the Disused Works as being improvements on the Lot which are owned by the Registered Proprietor;

(b) releases Sydney Water, its servants, agents and contractors to the full extent permitted by law, in the absence of any negligence on their part, from all liability and loss of every kind in respect of or resulting from any accident, damage, death or injury connected with removal of the Disused Works;

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



**Plan** DP1315873

Plan of Easements within Lot 61 in DP 737386

Dated 9/04/25

(c) indemnifies Sydney Water, its servants, agents and contractors against any loss, liability or cost suffered or incurred by them, in the absence of any negligence on their part, in respect of or resulting from any accident, damage, death or injury connected with removal of the Disused Works;

(d) must comply with the terms of the consent and any written notice issued by Sydney Water in respect of the removal of the Disused Works and the requirements of the Positive Covenant within the time stated in the notice.

**Positive Covenant binding**

4.5 This Positive Covenant shall bind all Persons who claim under the Registered Proprietor as stipulated in section 88E(5) of the Act.

**Name of authority empowered to release, vary, or modify the positive covenant numbered 4 in the plan.**

Sydney Water Corporation ABN 49 776 225 038

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



**Plan** DP1315873

Plan of Easements within Lot 61 in DP 737386

Dated 9/04/25

SYDNEY WATER ATTESTATION

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

DocuSigned by:
Lauren Scott
0D2804FC85114B3...

Signature of Witness

DocuSigned by:
Simon Fairfax
1730AA4754E4494...

Signature of Authorised Delegate

Lauren Scott

Name of Witness

Simon Fairfax

Name of Authorised Delegate

1 Smith Street Parramatta NSW 2150

Address of Witness

Property Portfolio Acquisitions Mngr

Title of Authorised Delegate

28-May-2025 | 12:18 AEST

Date

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



Plan DP1315873

Plan of Easements within Lot 61 in DP 737386

Dated 9/04/25

SIGNATURES:

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Signed by:
Agnes Szymanski
84D549D5DDD64A6...

Signature of Witness

Agnes Szymanski

Name of Witness

L28 / 200 George Street, Sydney NSW 2000

Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

Signed by:
Geoff Cohen
B01862BAFC67469...

Signature of Attorney

Geoff Cohen

Name of Attorney (Print)

Project Director

Position of Attorney (Print)

Signed by:
Sarah Catherine Thompson - Senior Development Mar
80A2665BC94B439...

Signature of Attorney

Sarah Catherine Thompson - Senior Development Manager

Name of Attorney (Print)

Senior Development Manager

Position of Attorney (Print)

Signed on behalf **of Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**

Power of attorney Book 4836 No. 835

**Consent of Mortgagee:**

Req:R537028 /Doc:DP 1315873 B /Rev:27-Jun-2025 /NSW LRS /Prt:06-Jul-2025 16:18 /Seq:8 of 8
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS Á PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919**



**Plan** DP1315873

Plan of Easements within Lot 61 in DP 737386

Dated 9/04/25

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

Signed by:
Agnes Szymanski
B4D549D5DDD64A6...

Signature of Witness

Agnes Szymanski

Name of Witness

L28 / 200 George Street, Sydney NSW 2000

Address of Witness

Signed by attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 614 375**.

Signed by:
Geoff Cohen
B01662BAFC67469...

Signature of Attorney

Geoff Cohen

Name of Attorney (Print)

Project Director

Position of Attorney (Print)

Signed by:
Sarah Catherine Thompson - Senior Development M
66A2665BC94B439...

Signature of Attorney

Sarah Catherine Thompson - Senior Development Manage

Name of Attorney (Print)

Senior Development Manager

Position of Attorney (Print)

Power of attorney Book 4833 No. 896



REGISTERED: 27/06/2025

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# MEMORANDUM

Section 80A Real Property Act 1900

5736755 L

(A) **LODGED BY**

| L.T.O. Box | Name, Address or DX and Telephone | |
|---|---|---|
| 354L | STATE SEARCH<br>BOX A209 SYDNEY SOUTH 2000<br>PL. 94562207<br>REFERENCE (max. 15 characters): PL | LM<br>MM |

B

(B) The Applicant SYDNEY WATER CORPORATION

requests the Registrar General to record this memorandum, comprising 13 pages (excluding this page), which contains provisions deemed to be incorporated in any instrument which refers to it. for the purposes of creating in favour of the Applicant:

* an 'EASEMENT FOR WATER SUPPLY PURPOSES' and/or
* an 'EASEMENT FOR ACCESS AND DRAINAGE PURPOSES' and/or
* a 'POSITIVE COVENANT' and/or
* a 'DRAINAGE EASEMENT'

(C) .....
Signature of Applicant or Applicant's Representative

.....

.....

DATED 9 APRIL 1999

WITNESS R.B. SMITH

Signed for SYDNEY WATER CORPORATION by its Attorneys

STEPHEN RAYMOND COX

JEFFREY FRANCIS COLENSO

who hereby state at the time of execution of this instrument have no notice of the revocation of the Power of Attorney Registered No. 296 Book 4167 under the Authority of which this instrument has been executed.

## INSTRUCTIONS FOR COMPLETION

1. This form and any annexures to it must be completed clearly and legibly in permanent, dense, black or dark blue print. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations: rule through rejected material. Initial each alteration in the lefthand margin.
3. The following instructions relate to the marginal letters on the form.
   (A) This section is to be completed by the person or firm lodging the memorandum at the Land Titles Office.
   (B) Insert the name of the relevant lending institution, lessor, etc, and the number of pages in the memorandum.
   (C) To be signed by the Applicant or the Applicant's representative.
   (D) The text of the provisions may commence this page, or all the provisions may be included on an annexure.
   The pages containing the provisions must be numbered consecutively, the first such page being numbered 1. Do not number blank pages.
   The clauses must be numbered consecutively from number 1.
   The margins on this page and on any annexure must be those specified in the Real Property Act Regulations.
   The paper used for any annexure must be of not less substance than 105 grams per square metre; however if one side only is used it should be not less than 80 grams per square metre.
   The first and last pages containing the text of the provisions must be signed by the Applicant or the Applicant's representative.
   Rule through and initial all blank pages.

0495LTO

*Filed in the Land Titles Office on* 9 / 4 / 19 99

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(D)

# PROVISIONS REFERRED TO

See Annexure 'A' for the subject Provisions which comprise:


| | Page |
|---|---|
| • INTERPRETATION/GLOSSARY OF TERMS USED IN THIS MEMORANDUM | 1 |
| • PART 1 - TERMS OF 'EASEMENT FOR WATER SUPPLY PURPOSES' | 3 |
| • PART 2 - TERMS OF 'EASEMENT FOR ACCESS AND DRAINAGE PURPOSES' | 7 |
| • PART 3 - TERMS OF 'POSITIVE COVENANT' | 9 |
| • PART 4 - TERMS OF 'DRAINAGE EASEMENT' | 12 |

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**THIS IS THE ANNEXURE 'A' REFERRED TO IN THE MEMORANDUM OF SYDNEY WATER CORPORATION - DATED ....9 APRIL..... 1999**



## INTERPRETATION/GLOSSARY OF TERMS USED IN THIS MEMORANDUM

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For the purposes of this Memorandum and of any instrument which incorporates this Memorandum, in whole or in part, unless the context or subject matter otherwise indicates or requires:

1. words importing the singular number shall include the plural and vice versa;

2. words importing a person or persons shall include a company or companies and vice versa;

3. each gender shall include every other gender;

4. wherever any of the expressions '**in the land**', '**within the land**' or '**into the land**' appear, they mean any or all of 'above', 'at', 'over', 'upon' and/or 'below' the surface of **the land** or 'across' and/or 'through' **the land**, in accordance with whatever the particular context admits or requires;

5. '**Benefited Proprietor**'.... means the registered proprietor of any lot benefited by the **Drainage Easement** and if a natural person or persons, their respective executors, administrators, successors and permitted assigns, and if a corporation, its successors and permitted assigns; and

   where the **Benefited Proprietor** consists of two or more persons, the provisions of this Memorandum shall bind them jointly and each of them severally and shall also bind the executors, administrators, successors and permitted assigns of them jointly and each of them severally;

6. '**Customer Contract**'.... means a contract of a kind referred to in Section 55(1) of **the Act**;

7. '**Drainage Easement**'.... means the Drainage Easement referred to in Part 4 of this Memorandum;

8. '**Drainage System**'.... means any line of pipes, and/or drainage works and systems, laid or constructed within **the land**, for the purposes of draining water with any associated matter and debris;

9. '**Easement for Access and Drainage Purposes**'.... means the Easement for Access and Drainage Purposes referred to in Part 2 of this Memorandum;

10. '**Easement for Water Supply Purposes**'.... means the Easement for Water Supply Purposes referred to in Part 1 of this Memorandum;

11. '**Positive Covenant**'.... means the Positive Covenant referred to in Part 3 of this Memorandum, being a 'public positive covenant' pursuant to Section 88E of the Conveyancing Act 1919, as amended;

12. '**Registered Proprietor**'.... means the registered proprietor of **the land** from time to time and if a natural person or persons, his or their respective executors, administrators, successors and permitted assigns, and if a corporation, its successors and permitted assigns; and

    where the **Registered Proprietor** consists of two or more persons, the provisions of this Memorandum shall bind them jointly and each of them severally and shall also bind the executors, administrators, successors and permitted assigns of them jointly and each of them severally;

Applicant.....

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## INTERPRETATION/GLOSSARY (Cont'd.)

13. '**services**'.... mean any private utility services **within the land** (which are the responsibility of a landowner or landowner's association) including, without limitation, electrical, telecommunications, gas, water, wastewater and stormwater pipes, conduits, cables, ducts, wires and the like;

14. '**structure**'.... includes, without limitation, buildings, retaining walls and fences;

15. '**Sydney Water**'.... means Sydney Water Corporation and its successors and assigns and any person or body, their successors and assigns, acting in the performance of a contract or other arrangement between the person or body and **Sydney Water**, under which the person or body exercises a function of **Sydney Water** and includes employees, contractors and agents of **Sydney Water**;

16. '**Sydney Water Easements**'.... means the **Easement for Water Supply Purposes** and/or the **Easement for Access and Drainage Purposes**;

17. '**the Act**'.... means the Sydney Water Act 1994 as amended, or any Act in replacement or substitution thereof and any Regulations or Order made under **the Act**;

18. '**the land**'.... means:

    18.1 (in Part 1 of this Memorandum)
    so much of a lot as is affected by the **Easement for Water Supply Purposes**,

    18.2 (in Part 2 of this Memorandum)
    so much of a lot as is affected by the **Easement for Access and Drainage Purposes**,

    18.3 (in Part 3 of this Memorandum)
    the lot or part thereof as is affected by the **Positive Covenant**,

    18.4 (in Part 4 of this Memorandum)
    so much of a lot as is affected by the **Drainage Easement**;

19. '**the works**' or '**works**'.... means water supply infrastructure laid or constructed by or on behalf of **Sydney Water** pursuant to **Sydney Water**'s rights set out in the **Easement for Water Supply Purposes** and/or **the Act** and includes, without limitation, pipelines, mains, scourlines, overflow pipes, distributary, reticulating and other works with all associated fittings and appurtenances thereto;

20. '**Vehicular Accessway**'.... means the vehicular accessway constructed within **the land** pursuant to the provisions of the **Positive Covenant**.

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## PART 1 - TERMS OF 'EASEMENT FOR WATER SUPPLY PURPOSES'

1. **SYDNEY WATER** RIGHTS

**Sydney Water** shall have the following rights:

1.1 to construct, operate, maintain and renew **the works within the land** and do any other act or thing for water supply purposes permitted by **the Act**, as **Sydney Water** shall think fit;

1.2 to use **the works** for water supply and ancillary purposes.

1.3 to make and sink excavations, shafts and cuttings **within the land** for the purpose of carrying out any of its rights set out herein;

1.4 the right of support at all times of all **the works** from time to time **in the land**.

1.5 to bring, place and use **within the land** and remove from **the land**, such plant, machinery, tools, implements, materials, articles and things as **Sydney Water** thinks fit for the purpose of carrying out any of its rights set out herein;

1.6 to discharge and drain water from **the works** (with any associated matter and debris) as a result of or arising out of:

1.6.1 the exercise by **Sydney Water** of any right set out herein; or

1.6.2 damage to **the works** however caused; and/or

1.6.3 a leak from, or break in, or the escape of any substances from, **the works**, however caused,

**within the land** and into and through any **Drainage System** located **within the land**;

1.7 for any of the purposes set out herein to enter, go, return, pass and repass **into the land** at any hour of the day or night with or without vehicles, plant and equipment, and to remain **in the land** for so long as is reasonably necessary; and

1.8 generally to exercise and perform **in the land** any of the rights, powers and authorities conferred on or vested in **Sydney Water** pursuant to **the Act**,

2. **SYDNEY WATER** LIABILITY

2.1 **Sydney Water** will bear no risk or responsibility nor be liable for:

2.1.1 any damage to property (real or personal), or injury (including death) to persons resulting from any break or damage to, or failure or defective state of **the works**, or leak, overflow or escape of substances from **the works**, unless **Sydney Water** has been negligent;

2.1.2 any damage to any **services** laid **within the land**, except damage to a water service as provided for in clause 13.2 of the **Customer Contract**;

2.1.3 any damage whatever the cause, to any **structure** or other property which is constructed or placed **within the land** in contravention of clause 4.1.1.

Applicant/.....

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## PART 1 (Cont'd.)

**SYDNEY WATER** LIABILITY (Cont'd.)

2.2 **Sydney Water** will not, in the absence of any negligence on **Sydney Water**'s part, at any time bear any risk of or responsibility for, the construction, operation, existence, use, removal, maintenance or replacement of the **Drainage System**.

3. OBLIGATIONS OF **SYDNEY WATER**

After the exercise of any of its rights set out herein, **within the land**, **Sydney Water** will:

3.1 make the surface of **the land** safe having regard to the condition of **the land** prior to the exercise of those rights, and

3.2 so far as is reasonably practicable, restore that part of **the land** affected, to a standard not exceeding that applied in a public roadway by the relevant Local Government Authority, for the pre-existing type of surface or pavement.

4. OBLIGATIONS OF THE **REGISTERED PROPRIETOR**

4.1 The **Registered Proprietor** WILL NOT do, nor allow to be done, any of the following:

4.1.1 erect, construct or place **within the land** any **structure** (other than boundary fences with removable panels which can be readily dismantled and re-assembled);

4.1.2 carry out any landscaping works **within the land** except for landscaping of a minor nature which would not adversely affect **Sydney Water**'s rights herein;

4.1.3 plant any trees or shrubs **in the land** except where such trees or shrubs;

(a) are spaced a minimum of 3 metres apart along the length of **the works**, and

(b) are not planted directly over **the works**, and

(c) do not obscure any hydrant or surface fitting, and

(d) will not cause damage to any part of **the works**;

4.1.4 use or permit **the land** to be used in any way that would restrict or prevent **Sydney Water** from gaining access to **the works** at any time for any reasonable purpose or any right set out herein;

4.1.5 damage or interfere with any part or parts of **the works**;

4.1.6 cover, obscure or obstruct any of **the works** located above or on the surface of **the land**;

4.1.7 modify or renew any **structure** or landscaping works (except as provided in 4.1.2 herein), located **in the land**, notwithstanding that the **structure** or landscaping works may have existed prior to the creation of the easement set out herein, except for **structures** or landscaping works, approved as set out in clause 2.1 of the **Positive Covenant**, which may be renewed, subject to prior further approval by **Sydney Water**;

4.1.8 anything **within the land** that in **Sydney Water**'s opinion, will or is likely to compromise the integrity, safety or security of **the works**.

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## PART 1 (Cont'd.)

OBLIGATIONS OF THE **REGISTERED PROPRIETOR** (Cont'd.)

4.2 The **Registered Proprietor** WILL NOT do, nor allow to be done, WITHOUT THE PRIOR WRITTEN APPROVAL OF **Sydney Water** and in strict compliance, with the conditions listed below and the obligations set out in the terms of the **Positive Covenant** burdening **the land**, and with such other conditions as **Sydney Water** may impose, any of the following:

4.2.1 make any alterations to the surface levels of **the land**;

4.2.2 lay down, construct or place **within the land** any pavement including, without limitation, concrete, paved and bitumen roadways, accessways or driveways and footpaths, except:

(a) where a roadway or accessway is adjacent to **the works** and there is a minimum clear spacing of 300mm between the back of the kerb of the roadway or accessway and the outer surface of **the works**; or

(b) where a roadway or accessway is constructed such that it crosses **the works**; or

(c) where a driveway for access to a lot crosses over **the works**, provided the driveway is located generally at right angles to **the works**;

4.2.3 stack or place **within the land** any material or obstruction including, but not limited to, timber, rubbish, fuel or building material;

4.2.4 park **within the land** any vehicle or item of plant or equipment which cannot readily and easily be removed;

4.2.5 install or lay any **services within the land** and where approval is given by **Sydney Water** the following minimum conditions will apply:

4.2.5.1 **services** below the surface of **the land** being electrical services which are laid parallel to **the works**, will have a minimum horizontal clear spacing of 1000mm between the outer surfaces of the said **service** and **the works** and will be suitably marked with bricks or warning tape;

4.2.5.2 **services** below the surface of **the land**, (other than electrical services), which are laid parallel to **the works** shall have a minimum horizontal clear spacing between the outer surfaces of the said **service** and **the works** of:

(a) 600mm, if the said **service** is not marked with bricks or warning tape; or

(b) 450mm (in cases where **the works** have a nominal diameter greater than 200mm and up to and including 375mm) if the said **service** is suitably marked with bricks or warning tape; or

(c) 300mm (in cases where **the works** have a nominal diameter of up to and including 200mm) if the said **service** is suitably marked with bricks or warning tape;

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**THIS IS THE ANNEXURE 'A' REFERRED TO IN THE MEMORANDUM OF SYDNEY WATER CORPORATION - DATED ....9 APRIL..... 1999**



## PART 1 (Cont'd.)

OBLIGATIONS OF THE **REGISTERED PROPRIETOR** (Cont'd.)

4.2.5.3 where **services** below the surface of **the land**, are laid parallel to **the works**, any electrical services will be laid furthest from **the works**.

4.2.5.4 **services** shall not be laid directly beneath and parallel to **the works**;

4.2.5.5 **services** shall not be laid directly above and parallel to **the works**;

4.2.5.6 **services** below the surface of **the land**, which cross above or beneath **the works**:

(a) being electrical services, will have a minimum clear vertical spacing of 225mm between the outer surfaces of the said **service** and **the works**; or

(b) being **services** other than electrical services, shall have a minimum clear vertical spacing of 150mm between the outer surfaces of the said **service** and **the works**; and

(c) will in all cases where practicable cross above or beneath **the works** at right angles, but otherwise never at an angle of less than 45 degrees; and

(d) will be suitably marked with bricks or warning tape, for a distance extending each side, from the point where the **service** crosses **the works**, to points on the **service** that measure a minimum of 600mm horizontal and normal to the outer surface of **the works**;

4.2.5.7 all **services** laid below the surface of **the land** will be clearly marked at or above the surface of **the land** with suitable permanent visible markers in accordance with industry practice.

4.3 The **Registered Proprietor** acknowledges, that notwithstanding any of the provisions contained in clause 4.2 herein, no **services** shall be laid **within the land** that, in **Sydney Water**'s opinion, will or are likely to compromise the integrity, safety and security of **the works**.

4.4 The **Registered Proprietor** acknowledges, that notwithstanding the granting of permission by **Sydney Water** to lay **services within the land**, the rights of **Sydney Water** set out herein are not diminished.

5. RIGHTS OF THE **REGISTERED PROPRIETOR**

Except as otherwise provided under the terms of the **Positive Covenant** burdening **the land** and clauses 2, 3 and 4.4 herein, these provisions shall not in any way affect the rights the **Registered Proprietor** may have under Section 41 of **the Act**, to claim compensation in respect of damage caused by **Sydney Water**, in the exercise of its functions.

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## PART 2 - TERMS OF 'EASEMENT FOR ACCESS AND DRAINAGE PURPOSES'

The provisions of this easement have effect subject to the provisions of the **Easement for Water Supply Purposes** in respect of any part of **the land** which is also subject to the **Easement for Water Supply Purposes**.

1. **SYDNEY WATER** RIGHTS

**Sydney Water** shall have the following rights:

1.1 to enter **the land** for the purpose of accessing **the works**;

1.2 to discharge and drain water from **the works** (with any associated matter and debris) as a result of or arising out of:

1.2.1 the exercise by **Sydney Water** of any right set out herein or set out in the **Easement for Water Supply Purposes**; or

1.2.2 damage to **the works** however caused; and/or

1.2.3 a leak from, or break in, or the escape of any substances from, **the works**, however caused,

**within the land** and into and through any **Drainage System** located **within the land**;

1.3 to enter, go, return, pass and repass **into the land** and along the **Vehicular Accessway** with or without vehicles, plant and equipment at any hour of the day or night, and to remain **in the land** for so long as is reasonably necessary, for any of the purposes set out herein;

1.4 to bring, place and use **within the land**, or remove from **the land**, such plant, machinery, tools, implements, materials, articles and things as **Sydney Water** thinks fit, for any of the purposes set out herein.

1.5 generally to exercise and perform **in the land** any of the rights, powers and authorities conferred on or vested in **Sydney Water** pursuant to **the Act**.

2. **SYDNEY WATER** LIABILITY

2.1 **Sydney Water** will not bear any risk or responsibility nor be liable for any damage to property (real or personal) or injury (including death) to persons resulting from any break or damage to, or failure or defective state of **the works**, or leak, overflow or escape of substances from **the works,** unless **Sydney Water** has been negligent.

2.2 **Sydney Water** will not, in the absence of any negligence on its part, at any time bear any risk of or responsibility for, the construction, operation, existence, use, removal, maintenance or replacement of the **Drainage System** and the **Vehicular Accessway**.

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## PART 2 (Cont'd.)

3. OBLIGATIONS OF THE **REGISTERED PROPRIETOR**

3.1 The **Registered Proprietor** WILL NOT use **the land** or permit **the land** to be used in any way that would restrict or prevent **Sydney Water**, from gaining access to **the works** at any time for the purposes of exercising the rights set out herein.

3.2 Subject to clause 4.1.1 of the **Easement for Water Supply Purposes**, the **Registered Proprietor** WILL NOT without the prior written approval of **Sydney Water** and in strict compliance with, such conditions as **Sydney Water** may impose and the related obligations set out in the terms of the **Positive Covenant** burdening **the land**, erect, construct, place, modify or renew, or allow to be erected, constructed, placed, modified or renewed, any **structure within the land**.

4. RIGHTS OF THE **REGISTERED PROPRIETOR**

Except as otherwise provided under, the terms of the **Positive Covenant** and the **Easement for Water Supply Purposes** burdening **the land** and clauses 2.1 and 2.2 herein, these provisions shall not in any way affect the rights the **Registered Proprietor** may have under Section 41 of **the Act**, to claim compensation in respect of damage caused by **Sydney Water**, in the exercise of its functions.

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**THIS IS THE ANNEXURE 'A' REFERRED TO IN THE MEMORANDUM OF SYDNEY WATER CORPORATION - DATED ....9 APRIL..... 1999**



## PART 3 - TERMS OF 'POSITIVE COVENANT'

NOTE: This covenant relates to the easements set out in Parts 1, 2 and 4 of this Memorandum.

Pursuant to Section 88E of the Conveyancing Act, 1919, as amended, the **Registered Proprietor**, for themselves and their executors, administrators, successors and permitted assigns, covenants with **Sydney Water** that:

1. PROVISIONS RELATING ONLY TO **EASEMENT FOR WATER SUPPLY PURPOSES**:

Where **the land** is burdened by an **Easement for Water Supply Purposes** and **Sydney Water** has granted approval to install or lay **services**, within that part of **the land** affected by the **Easement for Water Supply Purposes**, the **Registered Proprietor** WILL;

1.1 provide to **Sydney Water**, at least 48 hours before commencing work, notice in writing of an intention to install any **service** within the part of **the land** so burdened, together with plans indicating the size, type and location of the **services**, and

1.2 ensure that suitable permanent visible markers are provided in accordance with industry practice and maintained to clearly identify the location, type and depth of the **services**;

2. PROVISIONS RELATING TO **SYDNEY WATER EASEMENTS**

Where **the land** is burdened by any **Sydney Water Easements**, the **Registered Proprietor** WILL:

2.1 Where **Sydney Water** has granted approval to any matter in that part of **the land** affected by the **Sydney Water Easements**:

- pursuant to the terms of the **Sydney Water Easements** and/or
- pursuant to the provisions of **the Act** (either, prior to the creation of the **Sydney Water Easements** and at the time of or subsequent to the final design of **the works**, or after the creation of the **Sydney Water Easements**);

2.1.1 bear all risk of and responsibility for any damage to **the works** resulting or arising from anything done pursuant to, or in breach of, that approval;

2.1.2 bear all risk of and responsibility for any damage, however caused, to any property (real or personal) located within the **Sydney Water Easements**, notwithstanding that prior approval has been given by **Sydney Water** pursuant to the terms of the **Sydney Water Easements** or **the Act**.

2.2 Bear all risk of and responsibility for any damage, however caused, to any **structure**, **service** or landscaping constructed or installed within that part of **the land** affected by the **Sydney Water Easements**, contrary to the terms of that easement.

Req:R775000 /Doc:DL 5736755 /Rev:14-Apr-1999 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:34 /Seq:12 of 14
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**THIS IS THE ANNEXURE 'A' REFERRED TO IN THE MEMORANDUM OF SYDNEY WATER CORPORATION - DATED ....9. APRIL..... 1999**



## PART 3 (Cont'd.)

PROVISIONS RELATING TO **SYDNEY WATER EASEMENTS** (Cont'd.)

2.3 Without limiting clause 2.1 herein, bear all risk of and responsibility for any damage to **the works** caused by the **Registered Proprietor** or their agent except:

2.3.1 where the damage was directly attributable to the negligence of **Sydney Water**; or

2.3.2 where the damage caused was beyond the reasonable control of the **Registered Proprietor**.

2.4 Subject to clause 2.1 herein, bear all risk of and responsibility for any damage, however caused, to any **structure** or other property for which the approval of **Sydney Water** would be required generally, where such **structure** or property was erected, constructed or placed within that part of **the land** affected by the **Sydney Water Easements** or modified or renewed, prior to the creation of the **Sydney Water Easements.**

2.5 Where access to that part of **the land** so affected is restricted by security gates or otherwise, provide a means of entry which is acceptable to **Sydney Water**.

3. PROVISIONS RELATING TO **SYDNEY WATER EASEMENTS** AND (WHERE CREATED) **DRAINAGE EASEMENT**

With respect to the rights in favour of **Sydney Water** set out in any **Sydney Water Easements** and (where created) any **Drainage Easement**, the **Registered Proprietor** WILL jointly with the **Registered Proprietors** of each of the other lots burdened by this covenant and severally:

3.1 provide and maintain within the land affected by the **Easement for Access and Drainage Purposes** a **Vehicular Accessway**:

3.1.1 constructed in accordance with the standard for an all weather vehicular accessway of the Council of the Local Government Area where **the land** is situated; and

3.1.2 located adjacent to **the works** and along the full length of the said land, with a minimum clear horizontal spacing of 300mm between the back of the kerb of the accessway and the outer surface of **the works** and not over **the works**, except where the accessway is constructed such that it crosses **the works**;

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## PART 3 (Cont'd.)

PROVISIONS RELATING TO **SYDNEY WATER EASEMENTS** AND (WHERE CREATED) **DRAINAGE EASEMENT** (Cont'd.)

3.2 provide and maintain within the land affected by the **Easement for Access and Drainage Purposes** and the land affected by the **Drainage Easement** (where created), a **Drainage System**, to the standards of the Council of the Local Government Area where **the land** is situated, suitable for receiving and conveying the contents of **the works** to that Local Government Authority's approved discharge point, arising out of or resulting from any or all of:

3.2.1 the exercise by **Sydney Water** of any of the rights set out in the **Sydney Water Easements** and the **Drainage Easement** (where created) and/or

3.2.2 damage to **the works**, however caused; and/or

3.2.3 a break of, or leak from, or escape of substances from, **the works**, however caused.

3.3 accept full risk of and take all responsibility for, the construction, operation, existence, removal, maintenance or replacement of and for **Sydney Water**'s use of, the **Vehicular Accessway** and the **Drainage System**, except where **Sydney Water** has been negligent.

4. GENERAL

**The Registered Proprietor** WILL bear all reasonable costs (including legal costs on a full indemnity basis) incurred by **Sydney Water**, which result from one or more breaches by the **Registered Proprietor**, of this **Positive Covenant** and/or the **Sydney Water Easements**.

Req:R775000 /Doc:DL 5736755 /Rev:14-Apr-1999 /NSW LRS /Pgs:ALL /Prt:22-Jul-2024 16:34 /Seq:14 of 14
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## PART 4 - TERMS OF 'DRAINAGE EASEMENT'

1. **SYDNEY WATER** RIGHTS

**Sydney Water** shall have the following rights:

1.1 to discharge, and drain water from **the works** (with any associated matter and debris) as a result of or arising out of:

1.1.1 the exercise by **Sydney Water** of any right set out in the **Sydney Water Easements**; and/or

1.1.2 damage to **the works**, however caused; and/or

1.1.3 a leak from, or break in, or the escape of any substances from **the works**, however caused,

**within the land** and into and through any **Drainage System** located **within the land**;

1.2 to use, for the purposes of the easement set out herein, the **Drainage System**.

2. THE OBLIGATIONS OF THE **REGISTERED PROPRIETOR** AND THE **BENEFITED PROPRIETOR** IN RESPECT TO **SYDNEY WATER** RIGHTS

The **Registered Proprietor** and any **Benefited Proprietor**, for themselves and their executors, administrators, successors and permitted assigns, covenant jointly and severally with **Sydney Water**, notwithstanding any of the rights herein contained;

2.1 that **Sydney Water** will not, in the absence of any negligence on its part, at any time bear any risk of or responsibility for, the construction, operation, existence, use, removal, maintenance or replacement of the **Drainage System**; and

2.2 that the **Registered Proprietor** and any **Benefited Proprietor** will not, neither jointly nor severally;

2.2.1 make any claims or demands, nor

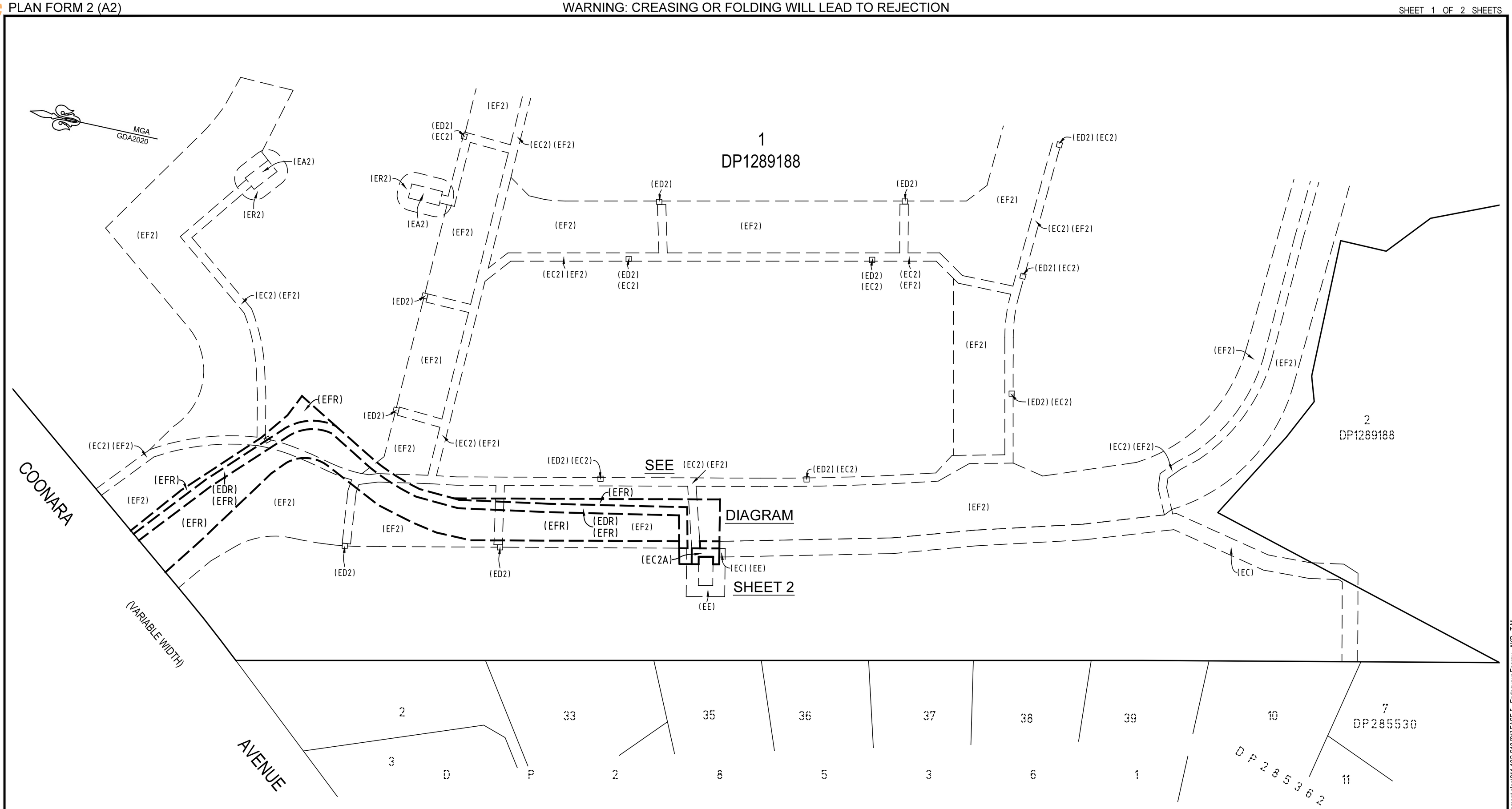
2.2.2 bring any suits, actions or proceedings,

against **Sydney Water** in respect of the construction, operation, existence, use, removal, maintenance or replacement of the **Drainage System**.

Applicant/.....

InfoTrack






DENOTES EXTENT OF EASEMENTS TO BE CREATED & RELEASED

(EA) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1286947)
(EC) - EASEMENT FOR UNDERGROUND CABLES 3.0 WIDE (DP1286947)
(EE) - RESTRICTION ON THE USE OF LAND (DP1286947)
(EA2) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1313553)
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (DP1313553)
(ER2) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP1313553)
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH (DP1313553)
(EC2A) - EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH

EASEMENTS TO BE RELEASED:
(EDR) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE AND VARIABLE (ER)(DP1286947)
(EFR) - RIGHT OF ACCESS VARIABLE WIDTH (EF) (DP1286947)

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 5/08/2025<br>Reference: 011-18 EASE 5-TM | PLAN OF<br>EASEMENTS WITHIN LOT 1 IN DP1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | Registered<br>22/08/2025 | DP1319794 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_088\Easement plan\011-18G S18 [01] EASE 5 - Endeavour Energy - AKP - T.M.

Req:R166147 /Doc:DP 1319794 P /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2025 12:51 /Seq:1 of 6
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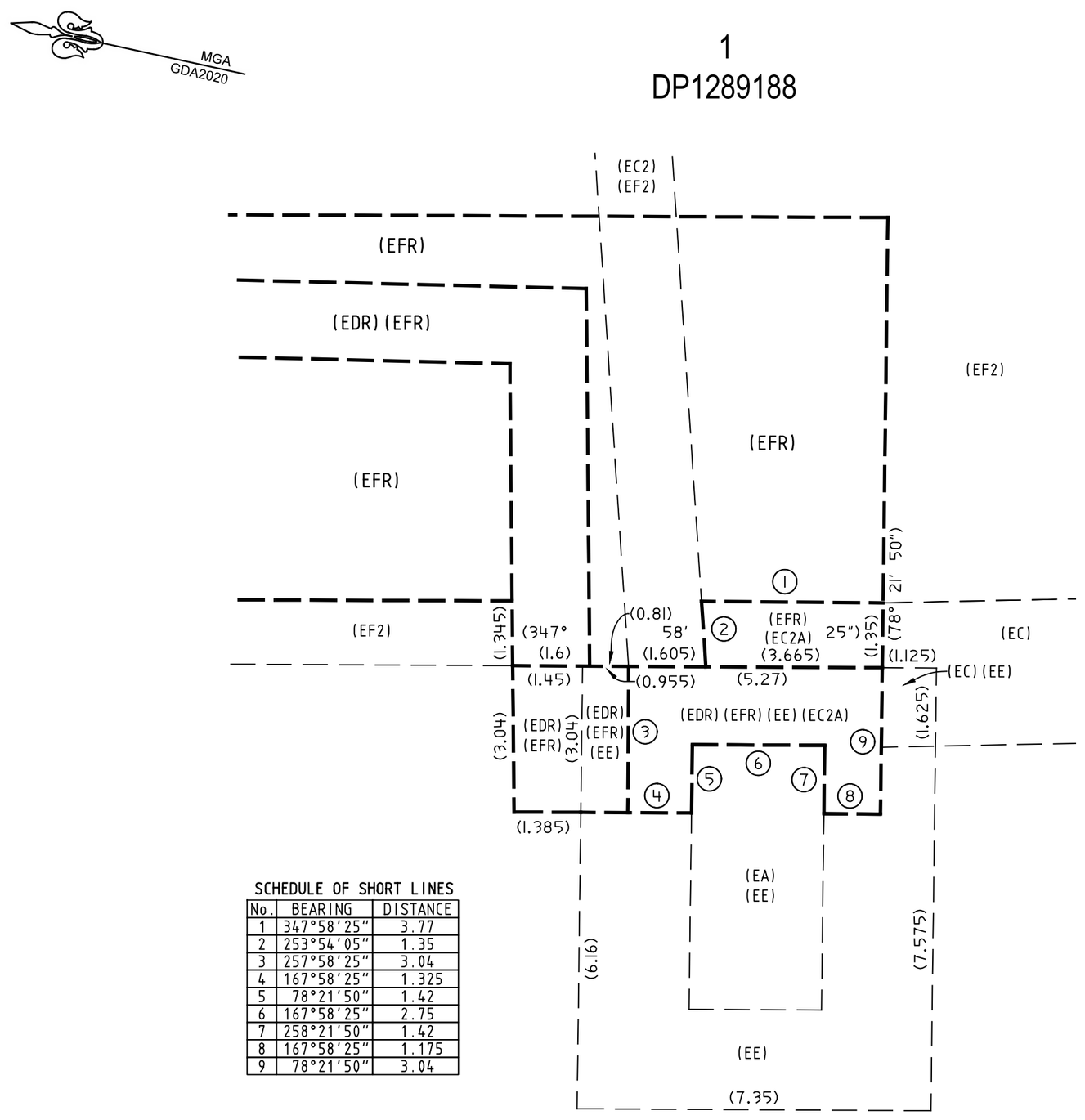


SCHEDULE OF SHORT LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 1 | 347°58'25" | 3.77 |
| 2 | 253°54'05" | 1.35 |
| 3 | 257°58'25" | 3.04 |
| 4 | 167°58'25" | 1.325 |
| 5 | 78°21'50" | 1.42 |
| 6 | 167°58'25" | 2.75 |
| 7 | 258°21'50" | 1.42 |
| 8 | 167°58'25" | 1.175 |
| 9 | 78°21'50" | 3.04 |

DIAGRAM
SCALE 1:100

——— DENOTES EXTENT OF EASEMENTS TO BE CREATED & RELEASED

(EA) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1286947)
(EC) - EASEMENT FOR UNDERGROUND CABLES 3.0 WIDE (DP1286947)
(EE) - RESTRICTION ON THE USE OF LAND (DP1286947)
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH (DP1313553)
(EC2A) - EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH

EASEMENTS TO BE RELEASED:
(EDR) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE AND VARIABLE (ER) (DP1286947)
(EFR) - RIGHT OF ACCESS VARIABLE WIDTH (EF) (DP1286947)

| SURVEYOR | PLAN OF | | | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 5/08/2025<br>Reference: 011-18 EASE 5-TM | EASEMENTS WITHIN LOT 1 IN DP1289188 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 100<br>Lengths are in metres | Registered<br>22/08/2025 | DP1319794 |

CAD REF: G:\Acquired\CR\Projects\2018_pr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18G S1B [01] EASE 5 - Endeavour Energy - AKP - T.M.

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Req:R166147 /Doc:DP 1319794 P /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2
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| PLAN FORM 6B (2018) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet(s) |
|---|---|---|

Registered: 22/08/2025 — Office Use Only

Title System: TORRENS

Office Use Only

# DP1319794

**PLAN OF**
EASEMENTS WITHIN LOT 1 IN DP1289188

LGA: THE HILLS SHIRE
Locality: WEST PENNANT HILLS
Parish: FIELDS OF MARS
County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of COLLIERS INTERNATIONAL ENGINEERING & DESIGN NSW PTY LTD

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

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

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

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

Datum Line: .....

Type: *Urban/~~*Rural~~

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

Signature: Tasy Moraitis Dated: 5/08/2025

Surveyor Identification No: 1652
Surveyor registered under the *Surveying and Spatial Information Act 2002*

Electronic signature affixed by me, or at my direction, on the 5/08/2025

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, .....

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed Subdivision for (caravan park or forestry) lease purposes in accordance with section 23H or 23J *Conveyancing Act 1919* set out in the plan with this certificate.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of ~~survey/~~compilation.
DP1286947
DP1289188
DP1313553

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

Surveyor's Reference: 011-18 EASE 5-TM

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

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18G S18 [01] EASE 5 - Endeavour Energy - AKP - TM

Req:R166147 /Doc:DP 1319794 P /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2
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**PLAN FORM 6A (2017)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

**Registered:** 22/08/2025 Office Use Only

Office Use Only

# DP1319794

**PLAN OF**
EASEMENTS WITHIN LOT 1 IN DP1289188

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

1. EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (EC2A)

IT IS INTENDED TO RELEASE:

1. EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE AND VARIABLE (ED)(DP1286947)
2. RIGHT OF ACCESS VARIABLE WIDTH (EF) (DP1286947)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 EASE 5-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan__88B\Easement plan\011-18G S18 (01) EASE 5 - Endeavour Energy - AKP - T.M.

Req:R166147 /Doc:DP 1319794 P /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2
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Docusign Envelope ID: 0DC64FD9-7B43-4F4A-BF91-8CBC27F50F9E

**PLAN FORM 6A (2017)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

**Registered:** 22/08/2025 Office Use Only

Office Use Only

# DP1319794

**PLAN OF**
EASEMENTS WITHIN LOT 1 IN DP1289188

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

**SIGNATURES:**

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Signed by:
Agnes Szymanski
B4D549D5DDD64A6...
Signature of Witness

Agnes Szymanski
Name of Witness (print)

L28/200 George Street, Sydney nsw 2000
Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

Signed by:
Geoff Cohen
B01662BAFC67469...
Signature of Attorney

Geoff Cohen
Name of Attorney (print)

Project Director
Position of Attorney (print)

Signed by:
Sarah Catherine Thompson - Senior Develop
80A2665BC94B439...
Signature of Attorney

Sarah Catherine Thompson - Senior Development Manager
Name of Attorney (print)

ST
Position of Attorney (print)

Signing of behalf of **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**

Power of attorney: Book 4836
No 835

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 EASE 5-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18 EASE 5 - Endeavour Energy - AKP - T.M.

Req:R166147 /Doc:DP 1319794 P /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2
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**PLAN FORM 6A (2017)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Office Use Only

**Registered:** 22/08/2025

Office Use Only

# DP1319794

**PLAN OF**
EASEMENTS WITHIN LOT 1 IN DP1289188

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

**Consent of Mortgagee**

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

Signed by:
Agnes Szymanski
B4D549D5DDD64A6...
Signature of Witness

Agnes Szymanski
Name of Witness

L28/200 George Street, Sydney nsw 2000
Address of Witness

Signed by attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 414 375**

Signed by:
Geoff Cohen
B01662BAFC67469...
Signature of Attorney

Geoff Cohen
Name of Attorney

Project Director
Position of Attorney

Signed by:
Sarah Catherine Thompson - Senior Development Manager
80A2665BC94B439...
Signature of Attorney

Sarah Catherine Thompson - Senior Development Manager
Name of Attorney (print)

ST
Position of Attorney (print)

Power of attorney: Book 4833

No 896

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 EASE 5-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\Easement plan\011-18G ST EASE 5 - Endeavour Energy - AKP - T.M.

Req:R166148 /Doc:DP 1319794 B /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2025 12:51 /Seq:1 of 6
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres



# DP1319794

Plan of Easements within Lot 1 in D.P. 1289188

Dated…05/08/2025……..…

| | |
|---|---|
| Full Name and address of Properties of Land | Mirvac Projects (Retail and Commercial) Pty Limited<br>ACN 151 466 241<br>Level 28, 200 George Street<br>Sydney NSW 2000 |

## Part 1 (Creation)

| Number of item shown in the intention panel on the plan: | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1. | Easement for Underground Cables Variable Width (EC2A) | 1 in DP 1289188 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |

## Part 1A (Release)

| Number of item shown in the intention panel on the plan: | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1. | Easement for Underground Cables 1.6 Wide & Variable (ED) (DP1286947) | Lot 61 in DP 737386 – now being Lot 1 in DP 1289188 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 2. | Right of Access Variable Width (EF) (DP1286947) | Lot 61 in DP 737386 – now being Lot 1 in DP 1289188 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |

……

Digitally signed by Michelle Allamby
Date: 07 August 2025

Req:R166148 /Doc:DP 1319794 B /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2025 12:51 /Seq:2 of 6
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Docusign Envelope ID: 80CACAA7-654A-4465-A003-F12FC231A733

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

Lengths are in metres (Sheet 2 of 6 Sheets)

DP1319794

Plan of Easements within Lot 1 in D.P. 1289188

Dated…05/08/2025……..…

**Terms of Easement for Underground Cables Variable Width (EC2A), numbered 1 in the plan**

1.0 - Definitions

1.0.1 - **easement site** means that part of the land that is affected by this easement and marked as (EC2A) on the plan.

1.0.2 - **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street lighting equipment, communications cable, and ancillary equipment.

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

1.0.4 - **land** means the lot or Torrens title land that is burdened by this easement.

1.0.5 - **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).

1.0.6 - **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

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

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

1.1 The prescribed authority may:

1.1.1 - install electrical equipment within the easement site,

1.1.2 - excavate the easement site to install the electrical equipment.

1.1.3 - use the electrical equipment for the transmission of electricity,

1.1.4 - enter the land 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,

1.1.5 - trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

1.1.6 - 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.

……

Digitally signed by
Michelle Allamby
Date: 07 August 2025

Ref: 011-18 EASE 5
V2 250805

Req:R166148 /Doc:DP 1319794 B /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2025 12:51 /Seq:3 of 6
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres (Sheet 3 of 6 Sheets)

DP1319794

Plan of Easements within Lot 1 in D.P. 1289188

Dated…05/08/2025……..…

1.2 - In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

1.3 - The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

1.3.1 - installing all permitting to be installed any services or structure within the easement site, or
1.3.2 - altering the surface level of the easement site, or

1.3.3 - doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

1.4 – Electricity Network Assets (Authorised Transactions) Act 2015

1.4.1 - Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

1.4.2 - the owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.**

Epsilon Distribution Ministerial Holding Corporation

……

Digitally signed by
Michelle Allamby
Date: 07 August 2025

Ref: 011-18 EASE 5
V2 250805

Req:R166148 /Doc:DP 1319794 B /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2025 12:51 /Seq:4 of 6
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Docusign Envelope ID: 80CACAA7-654A-4465-A003-F12FC231A733

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

Lengths are in metres



# DP1319794

Plan of Easements within Lot 1 in D.P. 1289188

Dated…05/08/2025……..…

**SIGNATURES:**

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

Signature of witness:

Digitally signed by Michelle Allamby
Date: 07 August 2025

Name of witness:

Michelle Allamby

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

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

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

Signature of attorney:

Digitally signed by Simon Lawton
Date: 07-Aug-25

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Power of attorney: Book 4833 No 383

EE reference: URS27286

EE release reference: RPM19262
PROP00058591
PROP00058592

……

Req:R166148 /Doc:DP 1319794 B /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2025 12:51 /Seq:5 of 6
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Docusign Envelope ID: 80CACAA7-654A-4465-A003-F12FC231A733

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

Lengths are in metres (Sheet 5 of 6 Sheets)

# DP1319794

Plan of Easements within Lot 1 in D.P. 1289188

Dated…05/08/2025……..…

**SIGNATURES:**

``

Corporation Mirvac Projects (Retail and Commercial) Pty Limited

Authority Power of Attorney – Book 4836 No. 835

Signed by: Geoff Cohen
B01662BAFC67469...
Signature of authorised person

Signed by: Sarah Catherine Thompson – Senior Development M
80A2665BC94B439...
Signature of authorised person

Geoff Cohen
Name of authorised person

Sarah Catherine Thompson - Senior Development Manager
Name of authorised person

Project Director
Office held

Office held

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signed by: Ellie Noonan
E6495E98AD084F5...
Signature of Witness

Signed by: Angus Smith
F37FFA8247734C1...
Signature of Witness

Ellie Noonan
Name of Witness

Angus Smith
Name of Witness

Level 28, 200 George Street Sydney NSW 2000 Australia
Address of Witness

Level 28, 200 George Street Sydney NSW 2000 Australia
Address of Witness

……

Req:R166148 /Doc:DP 1319794 B /Rev:22-Aug-2025 /NSW LRS /Prt:28-Oct-2025 12:51 /Seq:6 of 6
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Docusign Envelope ID: 80CACAA7-654A-4465-A003-F12FC231A733

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

Lengths are in metres



# DP1319794

Plan of Easements within Lot 1 in D.P. 1289188

Dated…05/08/2025……

## Mortgagee Consent

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Highforest Pty Ltd ACN 682 614 375

Authority: Power of Attorney – Book 4833 No. 896

| | |
|---|---|
| Signed by: Geoff Cohen B01662BAFC67469... | Signed by: Sarah Catherine Thompson – Senior Development M 80A2665BC94B439... |
| Signature of authorised person | Signature of authorised person |
| Geoff Cohen | Sarah Catherine Thompson - Senior Development Manager |
| Name of authorised person | Name of authorised person |
| Project Director | ST |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signed by: Ellie Noonan E6495E98AD084F5... | Signed by: Angus Smith F37FFA3247734C1... |
| Signature of Witness | Signature of Witness |
| Ellie Noonan | Angus Smith |
| Name of Witness | Name of Witness |
| Level 28, 200 George Street Sydney NSW 2000 Australia | Level 28, 200 George Street Sydney NSW 2000 Australia |
| Address of Witness | Address of Witness |

REGISTERED: 22/08/2025

……

Ref: 011-18 EASE 5
V2 250805

Req:R309799 /Doc:BK 2051-354 NO /Rev:01-Apr-2016 /NSW LRS /Prt:05-Oct-2023 09:34 /Seq:1 of 4
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123 | 17121

No. 354 Book 2051 EASEMENT.

This being a Crown Instrument is not liable to Stamp duty C.J. Taylor
Ass Commissioner for Stamp Duties 17.5.48.

17 MAY 1948

THIS DEED made the Eleventh -------- day of May -------- One thousand nine hundred and forty eight BETWEEN NEAL DRAYTON MOBBS of Parramatta in the State of New South Wales Horticulturist and JACK DRAYTON MOBBS of Parramatta aforesaid Accountant Executors of the Will of George Henry Mobbs late of Parramatta aforesaid Land Valuer deceased (hereinafter called "Grantors") of one part and THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD (hereinafter called "the Board") of the other part WHEREAS by Deed dated 3rd February 1926 made between the Public Trustee in and for the State of New South Wales of one part and the said George Henry Mobbs of the other part registered No. 555 Book 1417 the Public Trustee did thereby convey and enfeoff unto the said George Henry Mobbs in fee simple the lands therein described (of which the land described in the Schedule hereto forms part) AND WHEREAS the said George Henry Mobbs having duly made his Will on the thirtieth day of May 1946 and thereby appointed the said Grantors Executors thereof and still being seised or entitled of or to the land described in the Schedule hereto died on the 7th October 1946 without having revoked or altered his said Will Probate whereof was on the twelfth day of May 1947 duly granted to the Executors therein named AND WHEREAS the Grantors as such Executors as aforesaid have agreed to grant to the Board such easement and rights over the land described in the Schedule hereto as are hereinafter expressed NOW THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of TEN POUNDS (£10) paid by the Board to the Grantors (the receipt whereof is hereby acknowledged) the Grantors as such Executors and in virtue of the powers conferred on them by the Wills Probate and Administration Act 1898 the Conveyancing Act 1919-1943 the Trustee Act 1925-1942 and of every power them thereunto enabling DO HEREBY grant unto the Board an easement or right to use for the construction and maintenance of works for water supply purposes the surface and the subsoil or under-surface of ALL THAT piece or parcel of land particularly described in the Schedule thereto TOGETHER WITH full and free right and liberty for the Board from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control manage operate use alter renew cleanse repair and maintain upon or at such depth or levels below the surface of the land as it shall think fit watermains pipe lines and other distributory works with fittings and appurtenances thereto (all of which are hereinafter included in the term "works") and to take up and remove any such works and substitute in lieu thereof any new or other works and for any of the purposes aforesaid from time to time and at all times to enter go return pass and repass upon along and over the land and make and sink excavations shafts and cuttings in and through the land and bring and place thereon and remove therefrom such machinery materials articles and things as the Board shall think fit AND generally to exercise and perform in and upon the land any

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD by its Attorney: Meek Hicks

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of the rights powers and authorities conferred on or vested in the Board by virtue of the Metropolitan Water Sewerage and Drainage Act 1924-1945 without liability to pay compensation to the Grantors or any person claiming through or under them for any damage sustained through the exercise of any of the powers hereby or by the said Act conferred on the Board AND in relation to such easement and rights as are hereinbefore granted to the Board the Grantors hereby covenant with the Board that the Grantors will not at any time hereafter erect construct or place upon the land described in the Schedule hereto any building or other structure whatsoever AND the Grantors hereby also covenant with the Board for production of the hereinbefore recited Deed dated the third day of February 1926 registered No. 555 Book 1417.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

THE SCHEDULE.

being

ALL THAT piece or parcel of land containing 2 roods 35¾ perches situate near Castle Hill Road in the Shire of Baulkham Hills Parish of Field of Mars County of Cumberland and State of New South Wales being part of Portion 41 Parish of Field of Mars and being also part of the land comprised within Conveyance Registered No. 555 Book 1417 COMMENCING at a point on the south eastern boundary of a right-of-way 15 feet wide being the land comprised within Conveyance Registered No. 291 Book 1000 which point bears 23 degrees 55 minutes 20 seconds distant 283 decimal 17 links from the southernmost corner of the land within Conveyance Registered No. 291 Book 1000 and bounded thence on the north west by part of the south eastern boundary of the land within the aforesaid Conveyance bearing 23 degrees 55 minutes 20 seconds distant 30 decimal 92 links thence on part of the north east by a line bearing 125 degrees 25 minutes 13 seconds distant 27 decimal 52 links thence again on part of the north east by a line bearing 104 degrees 15 minutes 56 seconds distant 2353 decimal 45 links to the south western boundary of the land vested in the Forestry Commission of New South Wales by notification in Government Gazette No. 40 dated 11th March 1938 folio 1069 thence on the remainder of the north east by part of that south western boundary aforesaid bearing 169 degrees 19 minutes 30 seconds distant 33 decimal 42 links thence on part of the south west by a line bearing 284 degrees 15 minutes 56 seconds distant 2373 decimal 19 links and thence on the remainder of the south west by a line bearing 305 degrees 25 minutes 13 seconds distant 27 decimal 01 links to the point of commencement. All bearings are relative to the Trigonometrical Meridian.

SIGNED SEALED AND DELIVERED )
by the said NEAL DRAYTON MOBBS ) N. D. MOBBS
in the presence of :- )

R. E. COLEMAN,
Solicitor,
Parramatta.

SIGNED SEALED AND DELIVERED )
by the said JACK DRAYTON MOBBS ) J. D. MOBBS.
in the presence of :- )

R. E. COLEMAN.

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123/17121



JOHN MIDDLETON of Sydney in the State of New South Wales Clerk in the office of The Metropolitan Water Sewerage and Drainage Board of 341 Pitt Street, Sydney, being duly sworn makes oath and says that the writing contained on the two preceding pages has been compared by him with the original Easement and is a true copy thereof.

SWORN at Sydney this seventeenth )
day of May - 1948 ) John Middleton.
Before me : )

C&H Stanbury

DEPUTY REGISTRAR.

RECEIVED into the Registration of Deeds Office at Sydney this seventeenth day of May One thousand nine hundred and forty eight at six minutes past three o'clock in the after noon from the said John Middleton.

C&H Stanbury

DEPUTY REGISTRAR.

I, GEORGE COLLYER HICKS of 341 Pitt Street, Sydney in the State of New South Wales, Secretary of The Metropolitan Water Sewerage and Drainage Board do hereby solemnly and sincerely declare that:-

1. --- I was appointed by The Metropolitan Water Sewerage and Drainage Board by Power of Attorney dated 23rd August 1939 Registered No. 21990 Miscellaneous Register to sign copies of instruments for registration under the Registration of Deeds Act 1897 on behalf of the said The Metropolitan Water Sewerage and Drainage Board.

2. --- I have not received any notice or information of the revocation of the said appointment.

AND I MAKE this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED AND DECLARED before me )
at Sydney this fourteenth )
day of May, 1948 : ) Geo C Hicks

L. Montagu, J.P.

A Justice of the Peace.

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SEP 29 12 01 1955

G 379897

G 379897

CONVEYANCING ACTS, 1919-1953
REAL PROPERTY ACT, 1900

# Notice of Resumption of Land subject to the provisions of Real Property Act, 1900.

I, ARTHUR HERIOT SIMPSON State Crown Solicitor's Office DO HEREBY CERTIFY that the copy *Gazette* Notification hereunto annexed is a true copy of the *Gazette* Notification contained in the *Government Gazette* of the Fourth day of February one thousand nine hundred and fiftyfive, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of ~~the land therein described~~ such easement duly executed under the Real Property Act, 1900, and I, the said ARTHUR HERIOT SIMPSON HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the Fifth day of September, one thousand nine hundred and ~~fifty~~ fortysix under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

an easement or right to use the surface and the subsoil or undersurface of

## SCHEDULE

| Lot | Section | Deposited Plan or Name of Estate | Part or Whole | Volume | Folio |
|---|---|---|---|---|---|
| | | Parish County | | | |
| Pt. of Pors. 79 (parish) and 78 (Parish) as shown in plan annexed to Transfer No.F440314 | | Field of Mars Cumberland | Part C.T. | 6399 | 104 F440314 (M) |
| Being the land delineated on the plan hereunto annexed marked "A" | | | | | |
| | | Parish County | | | |
| Pt.Por.80 as shown in plan lodged with Transfer G12 | | Field of Mars Cumberland | Part C.T. | 6817 | 43 |
| Being the land delineated on the plan hereunto annexed marked "B" | | | | | |
| | | Parish County | | | |
| Pt.Por. 79 (Parish) as shown in plan annexed to Resumption No. D610537 | | Field of Mars Cumberland | Part C.T. | 5818 | 100 |
| Being the land delineated on the plan hereunto annexed marked "C" | | | | | |
| Pt. Lot 23 | | Deposited Plan 3100 | Part C.T. | 6527 | 34 |
| Being the land delineated on the plan hereunto annexed marked "D" | | | | | |

DATED this day of , in the year of Our Lord one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL
SYDNEY.

60029 11.53

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:2 of 37
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SCHEDULE (Contd.)

| Lot | Section | Deposited Plan or Name of Estate | Part or Whole | Vol. | Fol. |
|---|---|---|---|---|---|
| Pt. Por. 199 | Parish Field of Mars | County Cumberland | Part C.T. | 6695 | 42 |
| Being the land delineated on the plan hereunto annexed marked "F" | | | | | |
| Pt. of Lot 24 | Deposited Plan 3100 | | Part C.T. | 3862 | 39 |
| " " " 22 | do | 3100 | " C.T. | 5857 | 49 |
| Being the land delineated on the plan hereunto annexed marked "G" | | | | | |
| Pt. of Lot 26 | Deposited Plan 8332 | | Part C.T. | 5215 | 85 |
| Being the land delineated on the plan hereunto annexed marked "H" | | | | | |
| Pt. Por. 106 as shown in Plan annexed to Transfer No. D.109170 | Parish Field of Mars | County Cumberland | Part C.T. | 5321 | 17 |
| Pt. Por. 106 | do | " | " C.T. | 3360 | 185 |
| Being the land delineated on the plan hereunto annexed marked "J" | | | | | |
| Pt. of Lot A in plan annexed to Transfer No. B. 900479 | Parish Field of Mars | County Cumberland | Part C.T. | 6030 | 14 |
| Part of Portion 78 as shown in plan annexed to Order No. D.47395 | do | " | " C.T. | 5325 | 133 |
| | | | C.T. | 7069 | 54 |
| Being the land delineated on the plan hereunto annexed marked "K" | | | | | |
| Pt. of Lot H. in M.P.S. (R.P.) No. 86427 | Parish Field of Mars | County Cumberland | Part C.T. | 6841 | 19 |
| Pt. Of Lot F. in M.P.S. (R.P.) No. 86427 | do | " | " C.T. | 6841 | 20 |
| Pt. ~~of~~ Lot K. in M.P.S. (R.P.) No. 86427 | do | " | " C.T. | 6878 | 127 |
| Being the land delineated in the plan hereunto annexed marked "L" | | | | | |
| Pt. Pors. 41 and 73 | Parish Field of Mars | County Cumberland | Part C.T. | 6634 | 241 |
| Being the land delineated on the plan hereunto annexed marked "M" | | | | | |
| Pt. of Lot 1A | Deposited Plan 11133 | | Part C.T. | 4945 | 165 |
| Being the land delineated on the plan hereunto annexed marked "N" | | | | | |
| Pt. of Por. 41 as shown in plan lodged with Application No. 37605 | Parish Field of Mars | County Cumberland | Part C.T. | 6634 | 241 |
| Being the land delineated on the plan hereunto annexed marked "P" | | | | | |
| Pt. of Lot 2 in plan annexed to Transfer No. C.27145 | Parish South Colah | County Cumberland | Part C.T. | 5574 | 202 |
| Being the land delineated on the plan hereunto annexed marked "Q" | | | | | |

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## SCHEDULE (CONTD.)

| Lot | Section | Deposited Plan or Name of Estate | Part or Whole | Vol. | Fol. | |
|---|---|---|---|---|---|---|
| Pt. of Lots 58, 59 60 and 65 | Parish Sth. Colah | County Cumberland | Part C.T. | 2138 X | 29 | D682228 M |

Being the land delineated on the plan hereunto annexed marked "R"

| | Parish | County | | | | |
|---|---|---|---|---|---|---|
| Pt. of Por. 75 | ~~Field of Mars~~ STH. COLAH | Cumberland | Part C.T. | 5837 X | 245 | B |

Being the land delineated on the plan hereunto annexed marked "S"

| | Parish | County | | | | |
|---|---|---|---|---|---|---|
| Pt. of Por. 75 | Sth. Colah | Cumberland | Part C.T. | 1576 X | 221 | F446679 L |

Being the land delineated on the plan hereunto annexed marked "T"

| | Parish | County | | | | |
|---|---|---|---|---|---|---|
| Pt. of Lot J. in Plan annexed to Transfer No. F. 90562 | Sth. Colah | Cumberland | Part C.T. | 6108 X | 108 | |

Being the land delineated on the plan hereunto annexed marked "U"

| | | | | | | |
|---|---|---|---|---|---|---|
| Pt. of Lot 5 | Deposited Plan | 8604 | Part | C.T. | 3176 X | 134 |
| " " " 4 | do | 8604 | " | C.T. | ~~3288~~ 3228 X | ~~213~~ |

Being the land delineated on the plan hereunto annexed marked "V"

| | Parish | County | | | | |
|---|---|---|---|---|---|---|
| Pt. of Lot B in plan annexed to Transfer No. F. 901716 | Sth. Colah | Cumberland | Part C.T. | 6736 X | 43 | F901717 X M |

Being the land delineated on the plan hereunto annexed marked "W"

| | Parish | County | | | | |
|---|---|---|---|---|---|---|
| Pt. of Por. 33 as shown in plan annexed to Instrument of Transfer No. A. 178545 | Sth. Colah | Cumberland | Part C.T. | 2651 X | 188 | F796233 X M B |

Being the land delineated on the plan hereunto annexed marked "X"

| | Parish | County | | | | |
|---|---|---|---|---|---|---|
| Pt. of Por. 75 (Parish) | Sth. Colah | Cumberland | Part C.T. | 2169 X | 187 | D682228 X M |

Being the land delineated on the plan hereunto annexed marked "Y".

DATED this twenty second day of September in the year of Our Lord One thousand nine hundred and fiftyfive.

SIGNED by the said ARTHUR HERIOT SIMPSON in the presence of:

Coad Smith

The Registrar General,

SYDNEY.

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S.B. 15108

~~Municipality of~~
City of PARRAMATTA

"A"

THE ELECTRICITY COMMISSION OF N.S.W.

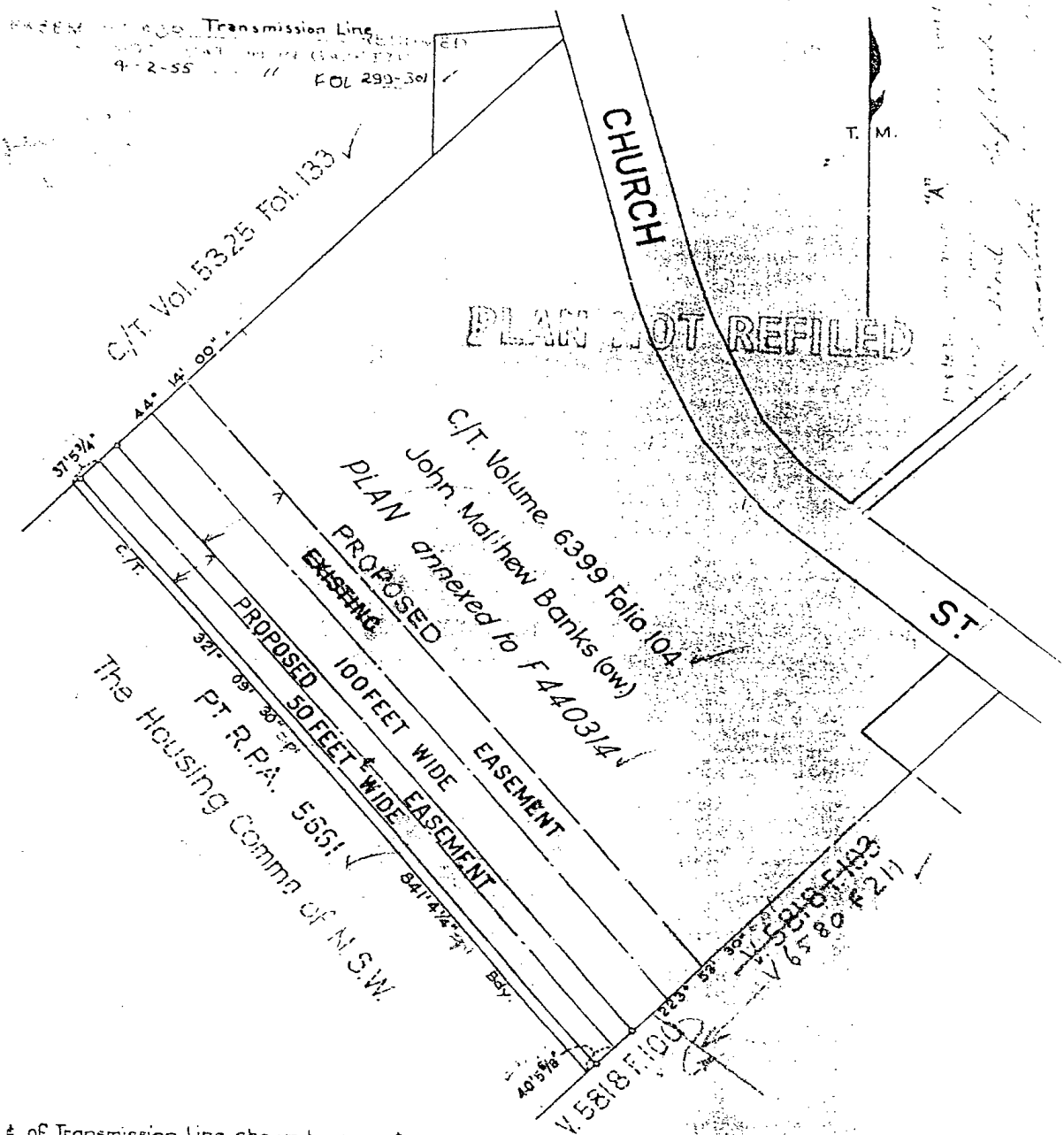
# RYDE TO HORNSBY 66K.V. TRANSMISSION LINE No 1

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

Scale: 150 Feet to an inch




℄ of Transmission Line shown thus - - -℄- - -

I certify that this plan has been compiled from information shown in plan annexed to F 440314, and is correct.

Date: 30th Nov., 1953.

Surveyor Registered under The Surveyors Act, 1929.

P 1154 S.B. 15108

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:5 of 37
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City of Parramatta

"B"

THE ELECTRICITY COMMISSION OF N.S.W.

# RYDE TO HORNSBY 66K.V. TRANSMISSION LINE No 1

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

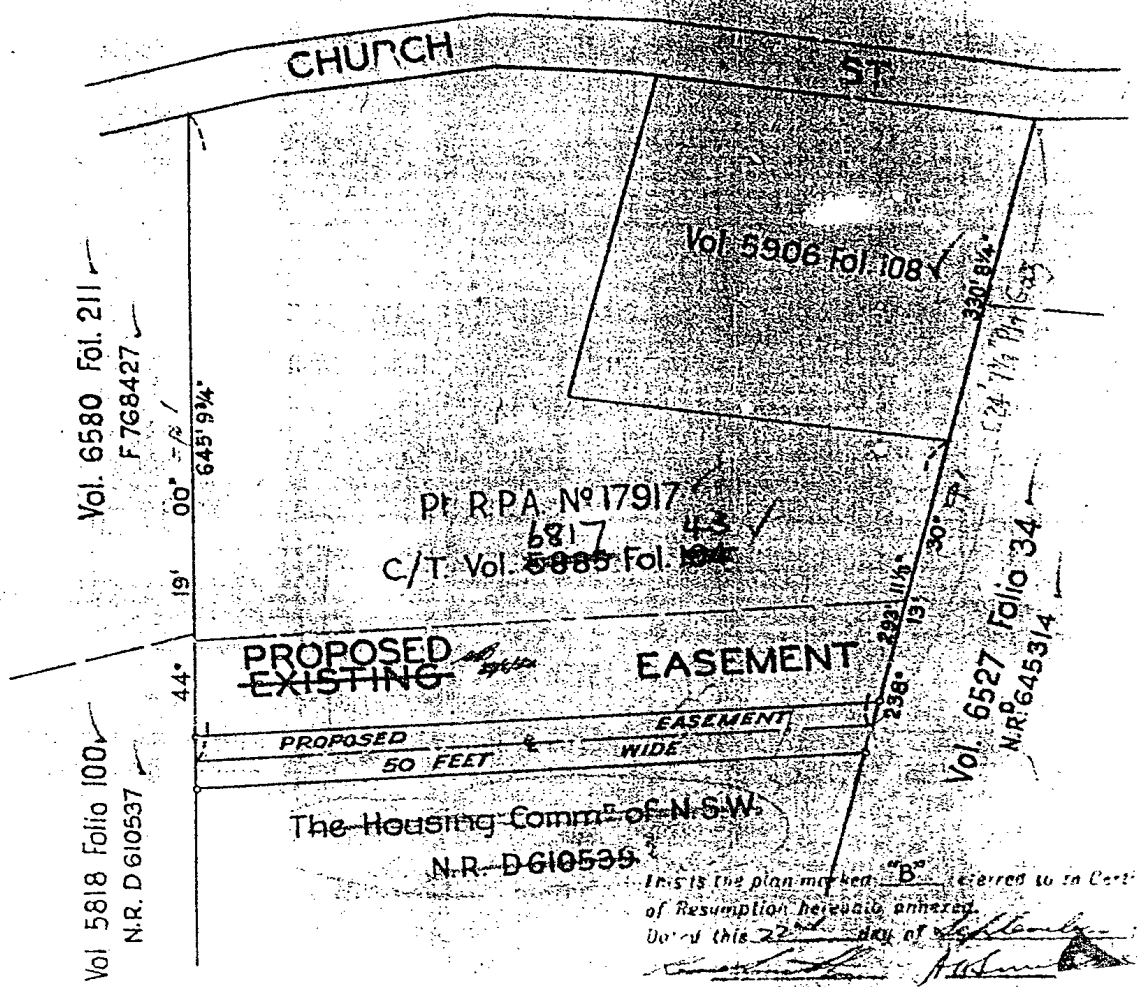
## Parish of Field of Mars County of Cumberland

Scale: 150 Feet to an inch

EASEMENT FOR Transmission Line RESUMED BY NOTIFICATION IN GAZETTE OF 4-2-55 NO. 11 FOL. 299-301

PLAN NOT REG'D

Dundas Roll 1




This is the plan marked "B" referred to in Certificate of Resumption hereunto annexed.
Dated this 22nd day of [illegible] 19[illegible]

Witness.

℄ of Transmission Line shown thus ———— ———

I certify that this plan has been compiled from information shown in R.P.A. No 17917, and is correct.

Date: 3rd Dec., 1953.

Surveyor Registered under The Surveyors Act, 1929.

P1156 561510

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:6 of 37
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SB 15109

Municipality of
City of PARRAMATTA

"C"

THE ELECTRICITY COMMISSION OF N.S.W.

# RYDE TO HORNSBY
# 66 K.V. TRANSMISSION LINE No 1
## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

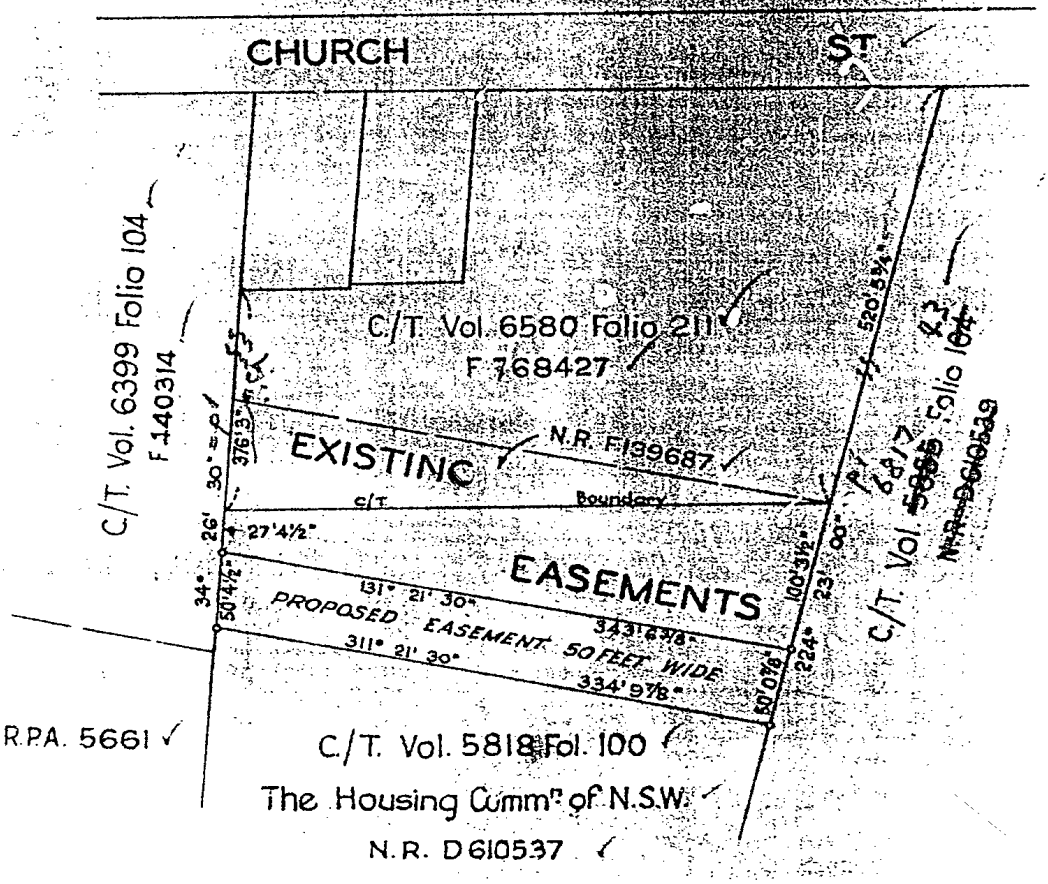
Scale: 100 Feet to an inch

EASEMENT FOR Transmission Line RESUMED BY NOTIFICATION IN GAZETTE OF 4-2-55 NO. 11 FOL. 299-301

PLAN NOT REQ

This is the plan marked "C" referred to in Certificate of Resumption hereunto annexed
Dated this 22nd day of September 19 55

Witness




I certify that this plan has been compiled from information shown in R.P.A. No 30807, and is correct.

Surveyor Registered under The Surveyors Act, 1929.

Date: 4th Dec., 1953.

P1155 SB.15109

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:7 of 37
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Municipality of
City of Parramatta

"D"

THE ELECTRICITY COMMISSION OF N.S.W.

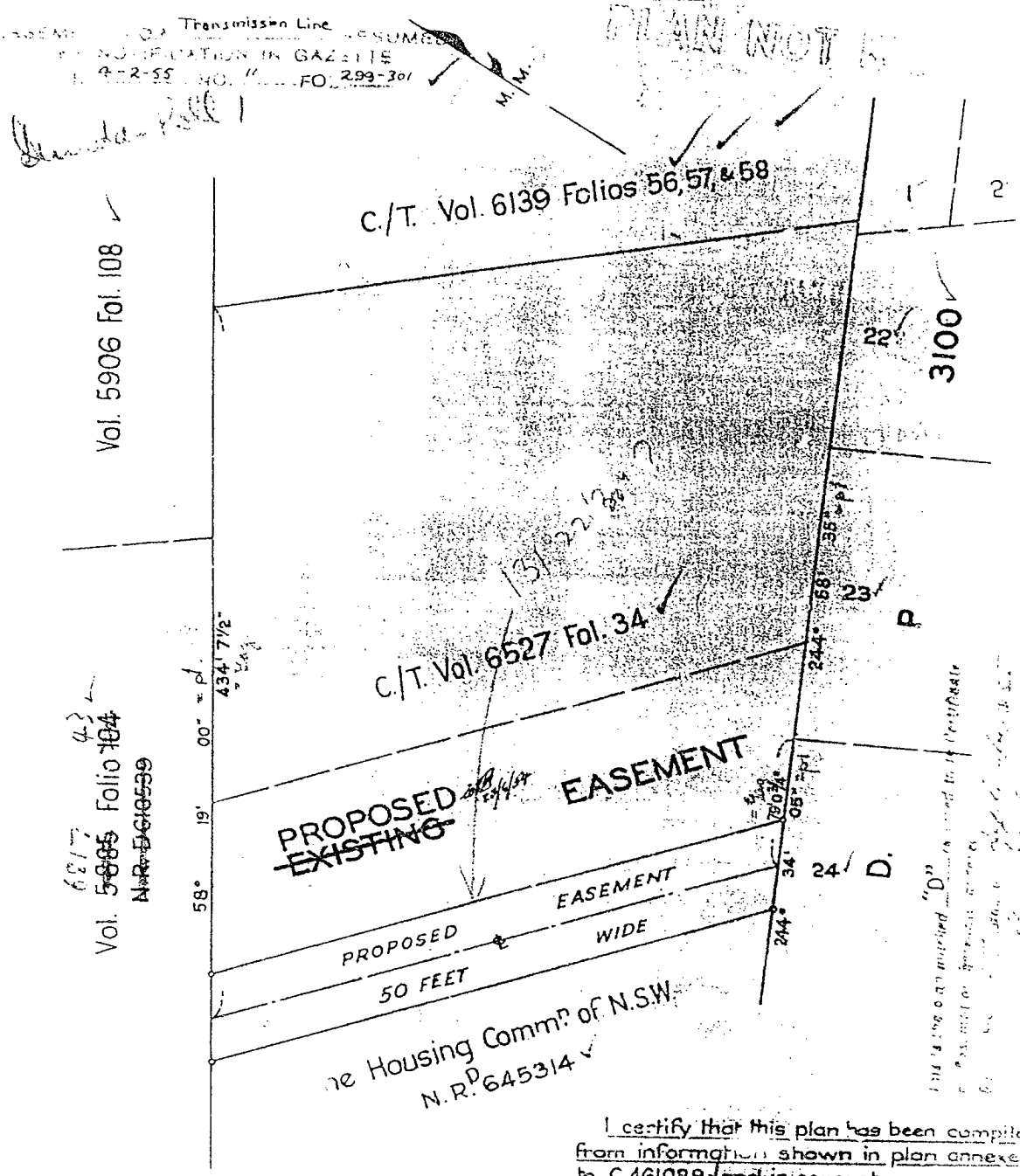
# RYDE TO HORNSBY
# 66K.V. TRANSMISSION LINE No.1

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

Scale: 80 Feet to an inch




℄ of Transmission Line shown thus ———·———

I certify that this plan has been compiled from information shown in plan annexed to C 461089, and is correct.

Date: 4th Dec., 1953.

Surveyor Registered under The Surveyors Act. 1929.

P1157 S.B. 15238

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:8 of 37
© Office of the Registrar-General /Src:InfoTrack /Ref:1465547

~~Municipality of~~
City of Parramatta

"E"

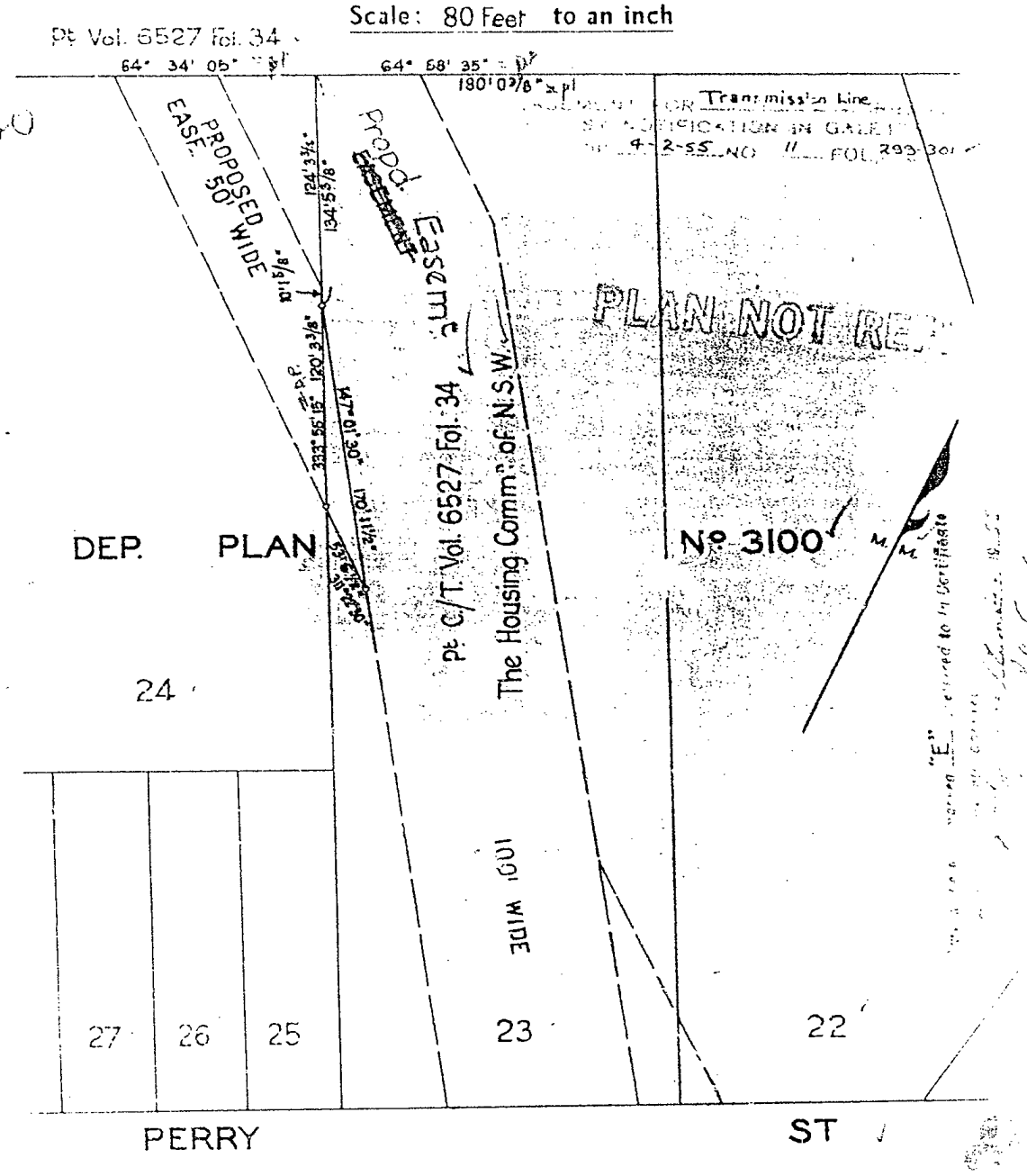
THE ELECTRICITY COMMISSION OF N.S.W.

# RYDE TO HORNSBY
# 66K.V. TRANSMISSION LINE No1
## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

Scale: 80 Feet to an inch




I certify that this plan has been compiled from information shown in D P No 3100 and is correct.

Surveyor Registered under The Surveyors Act. 1929

Date: 15th February, 1954.

P 1195 58.15112

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:9 of 37
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~~Municipality of~~
City of Parramatta

"F"

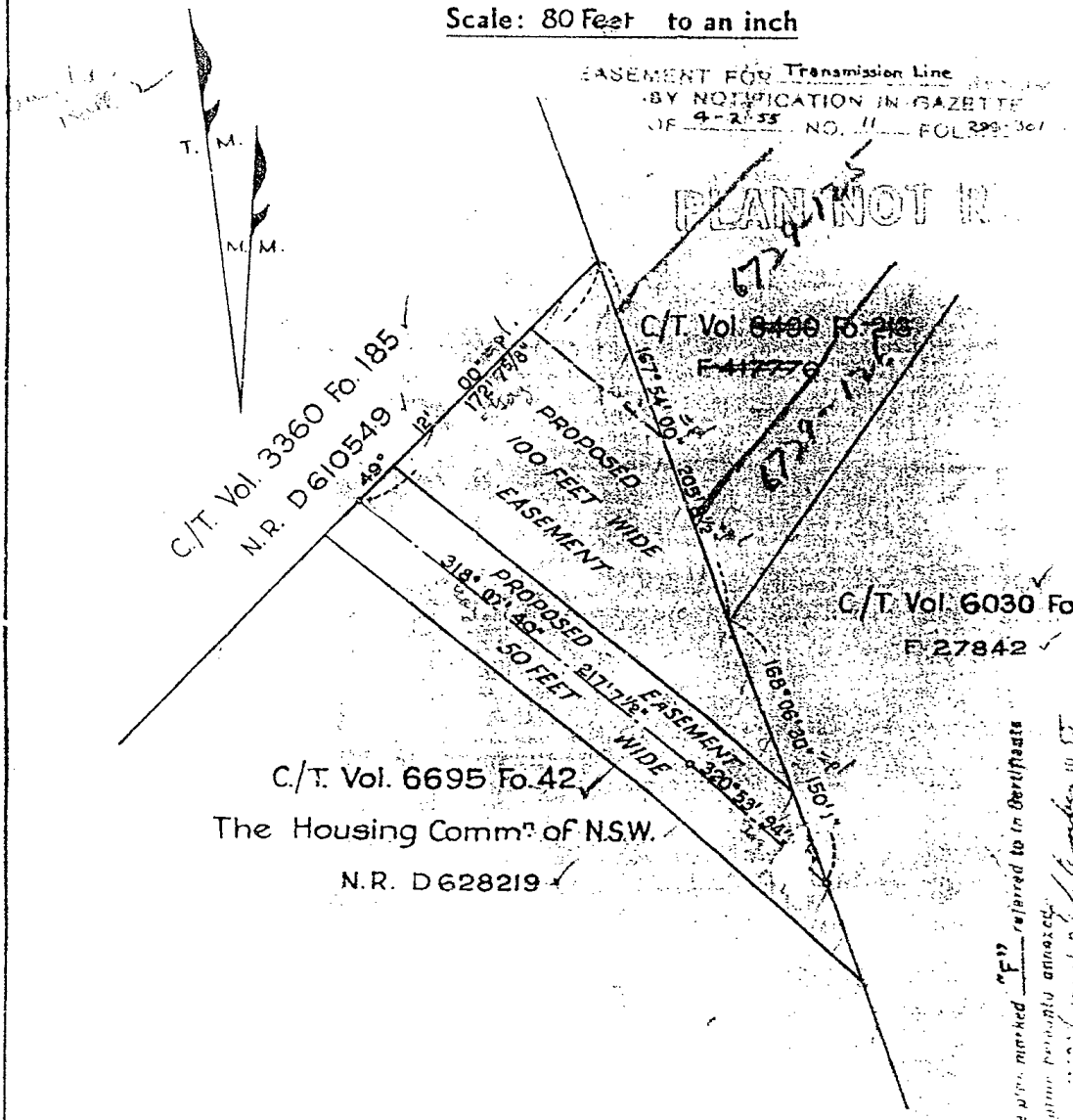
THE ELECTRICITY COMMISSION OF N.S.W.

# RYDE TO HORNSBY
# 66K.V. TRANSMISSION LINE Nº 1
## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

Scale: 80 Feet to an inch




℄ of Transmission Line shown thus

This is the plan marked "F" referred to in Certificate of Resumption hereunto annexed.

I certify that this plan has been compiled from information shown in R.P.A. Nº 23906, and plans annexed to Trsfrs. A 828927, and B 900479, and is correct.

Date: 23rd June, 1954

Surveyor Registered under The Surveyors Act, 1929.

P1152 SB 15107

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:10 of 37
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SB. 15111

~~Municipality of~~
City of PARRAMATTA

"G"

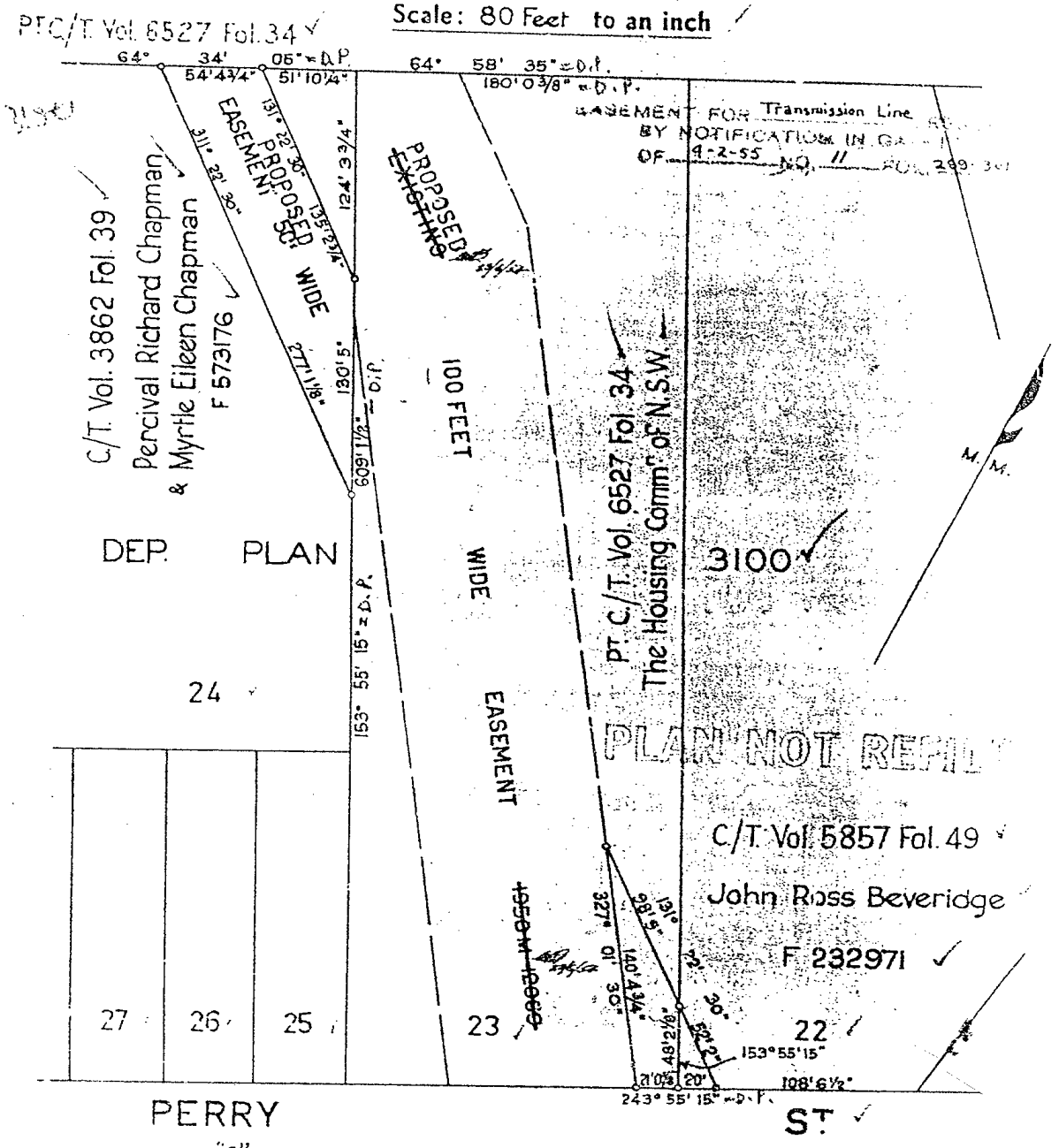
THE ELECTRICITY COMMISSION OF N.S.W.

# RYDE TO HORNSBY
# 66K.V. TRANSMISSION LINE No. 1
## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

Scale: 80 Feet to an inch




This is the plan marked "G" referred to in Certificate of Resumption hereunto annexed.

Date: 30th Nov., 1953.

I certify that this plan has been compiled from information shown in D.P. No. 3100, and is correct.

Surveyor Registered Under The Surveyors Act, 1929.

P1158 SB

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:11 of 37
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S.B. 15102

~~Municipality of~~
City of PARRAMATTA

"H"

# THE ELECTRICITY COMMISSION OF N.S.W.

# RYDE TO HORNSBY
# 66K.V. TRANSMISSION LINE No 1
## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

Scale: 100 Feet to an inch

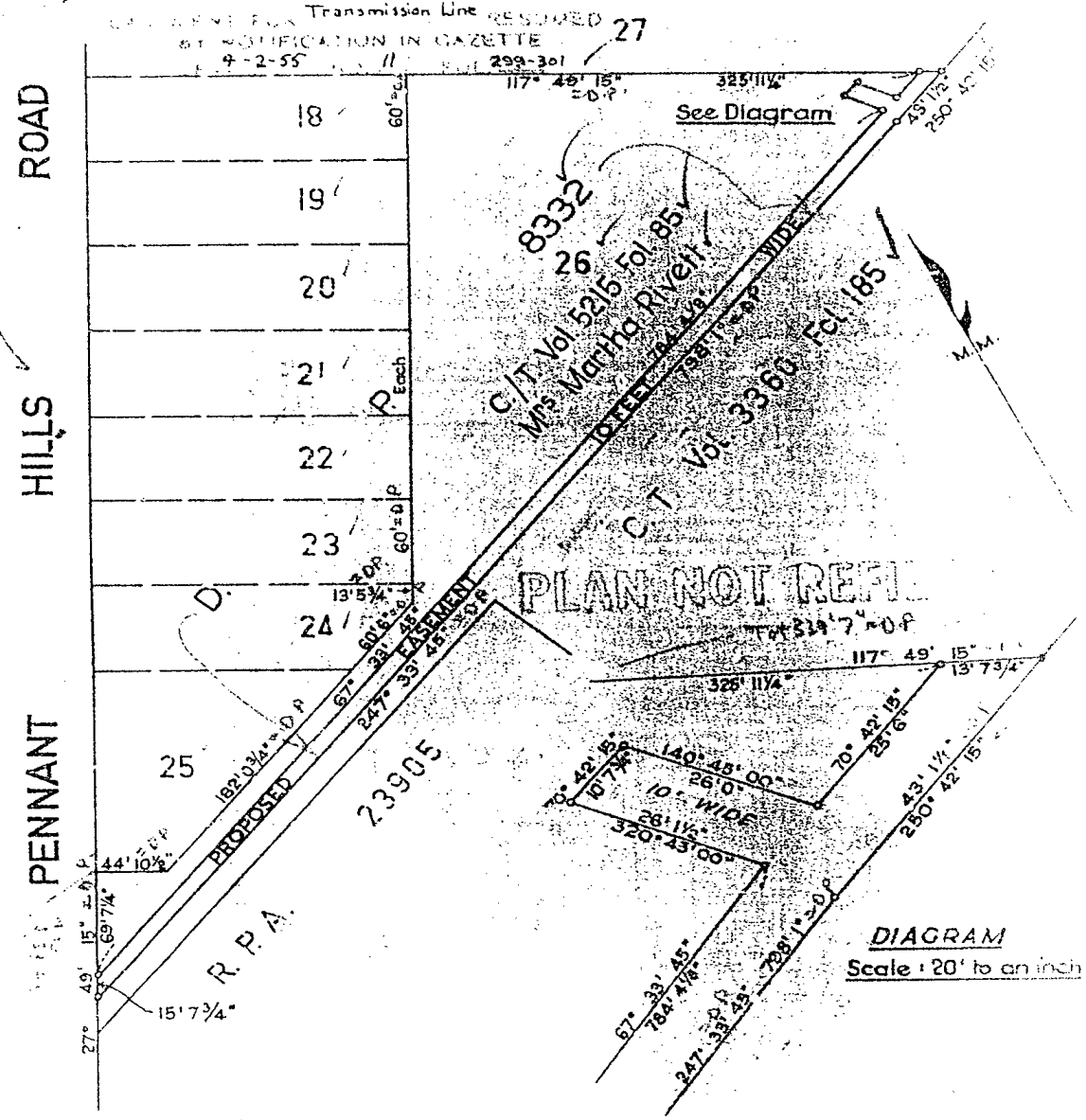


DIAGRAM
Scale : 20' to an inch

"H" referred to in Certificate

I certify that this plan has been compiled from information shown in D.P. No. 8332 and is correct.

Surveyor Registered under The Surveyors Act, 1929.

Date: 23rd Nov. 1953.

P 1133 S.B. 15102

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:12 of 37
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S.B. 15106

Municipality of
City of PARRAMATTA

"J"

THE ELECTRICITY COMMISSION OF N.S.W.

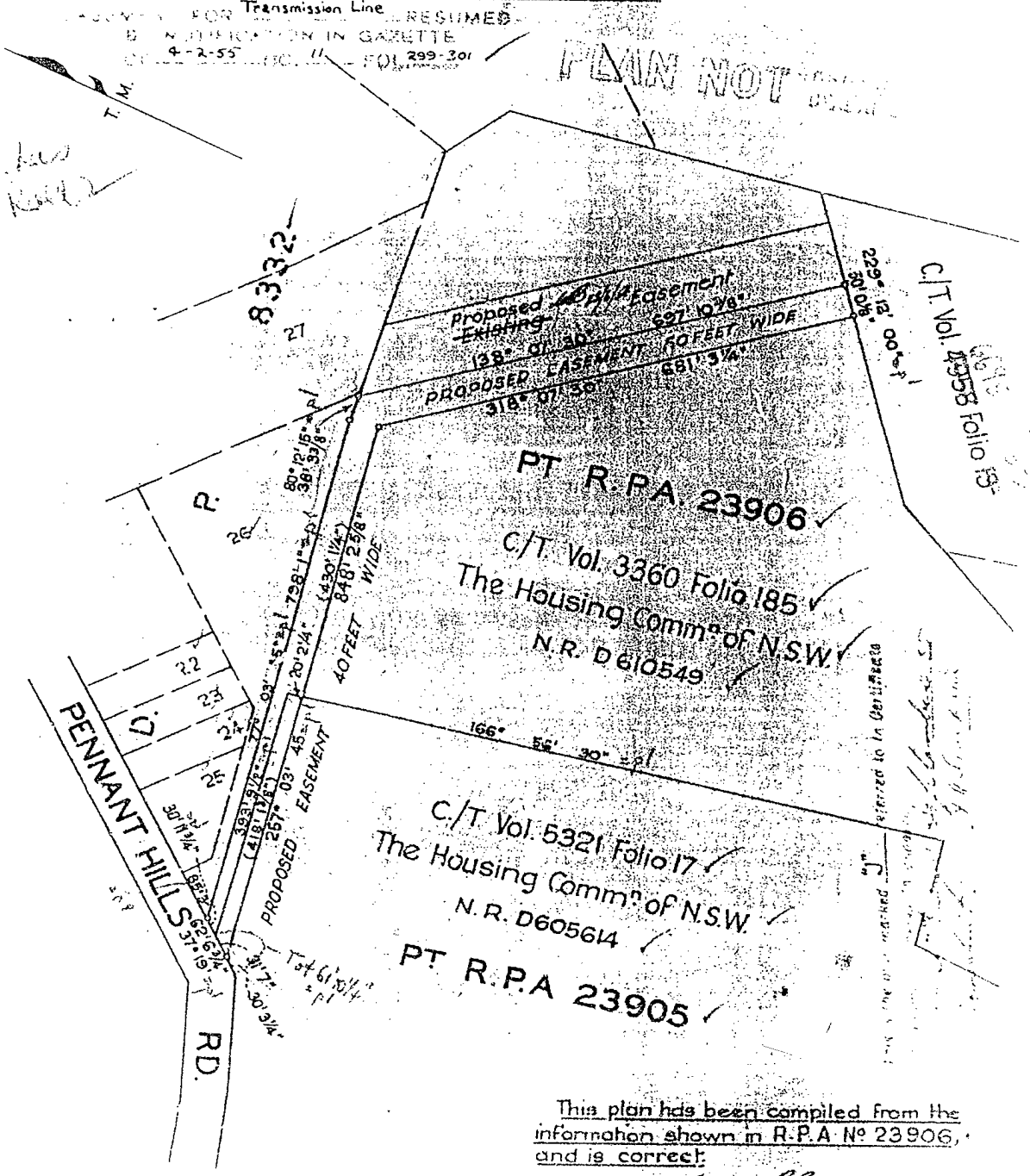
# RYDE TO HORNSBY
# 66K.V. TRANSMISSION LINE No 1

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

Scale: 200 Feet to an inch




This plan has been compiled from the information shown in R.P.A. No 23906, and is correct.

Date: 3rd Dec., 1953.

Surveyor Registered under The Surveyors Act, 1929.

P1151 S.B.15106

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:13 of 37
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√ "K"

TY COMMISSION OF N.S.W.

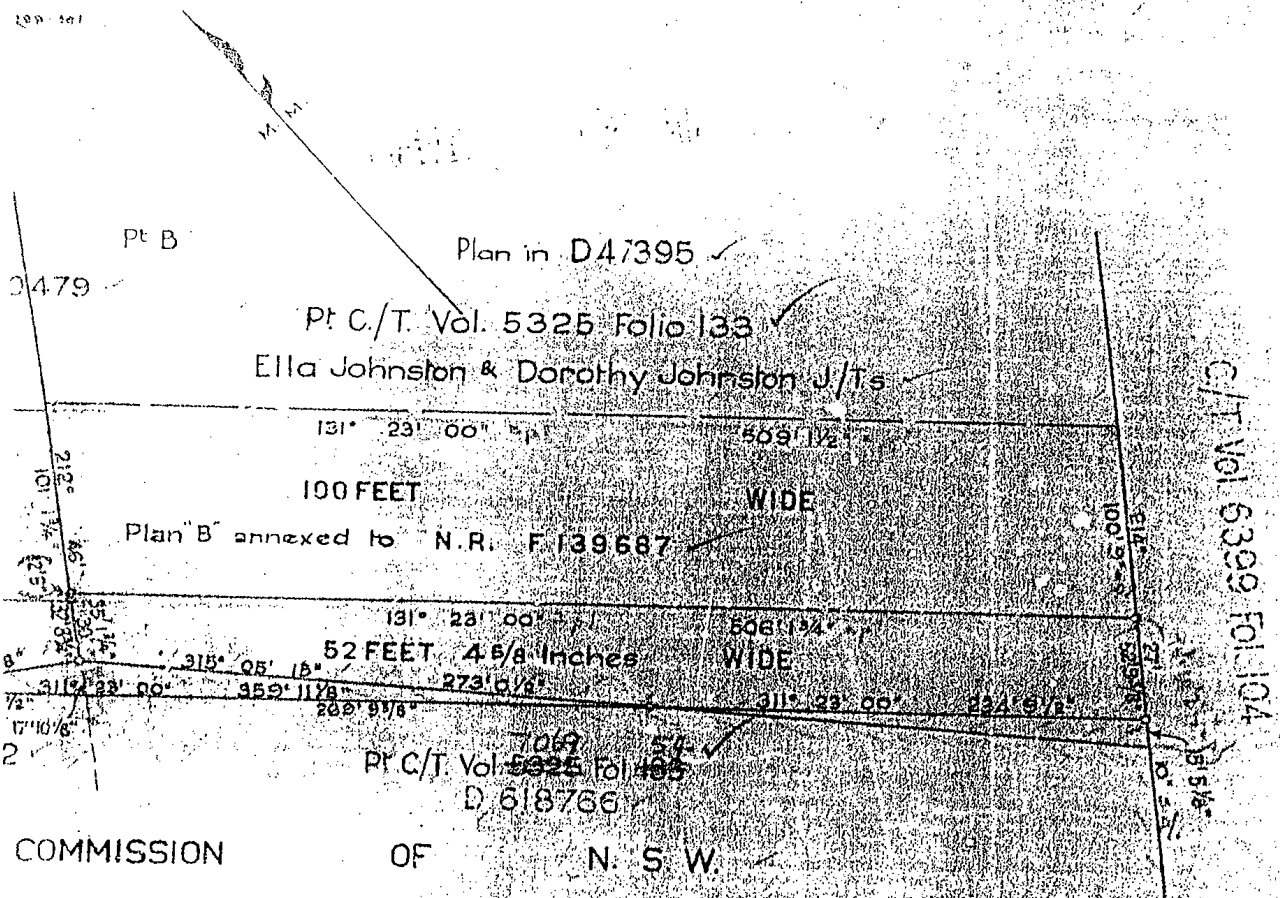
# 6K.V. TRANSMISSION LINE No 1

PLAN

LOSED TO BE RESUMED FOR TRANSMISSION LINE

## Mars County of Cumberland

: 80 Feet to an inch




This is the plan marked "K" referred to in Certificate of Resumption hereunto annexed.
Dated this 22nd day of September 19[illegible]

Witness.

A

I certify that this plan has be compiled from information shown in plans in B 900479, D47395, N.R. F139687 & F319603, and is correct.
D 618 766 & D 628 [illegible]

Surveyor Registered under The Surveyors Act, 1929.

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:14 of 37
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~~Municipality of~~
City of PARRAMATTA

"K"

THE ELECTRIC

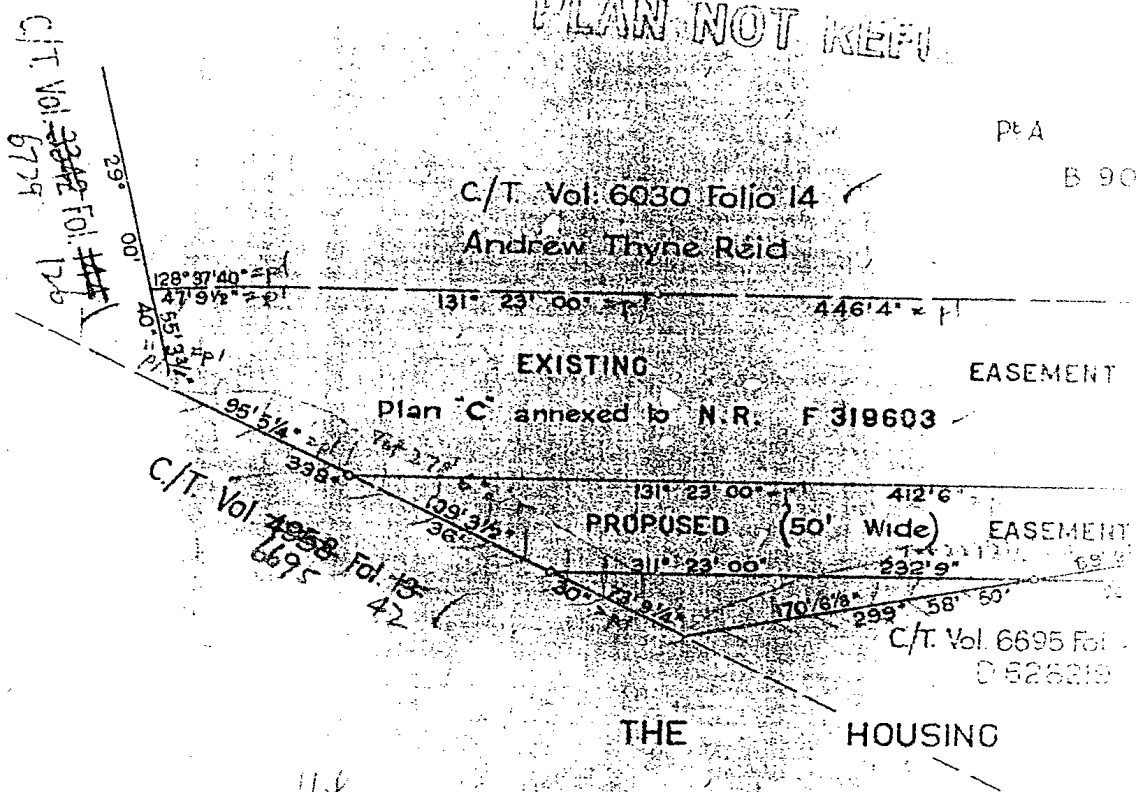
# RYDE TO HORNSBY

SHOWING SITE OF EASEME

## Parish of Field

4-2-55

PLAN NOT REFI




Date: 30th Nov, 1953.

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:15 of 37
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Shire of Baulkham Hills

"L"

THE ELECTRICITY COMMISSION OF N.S.W.

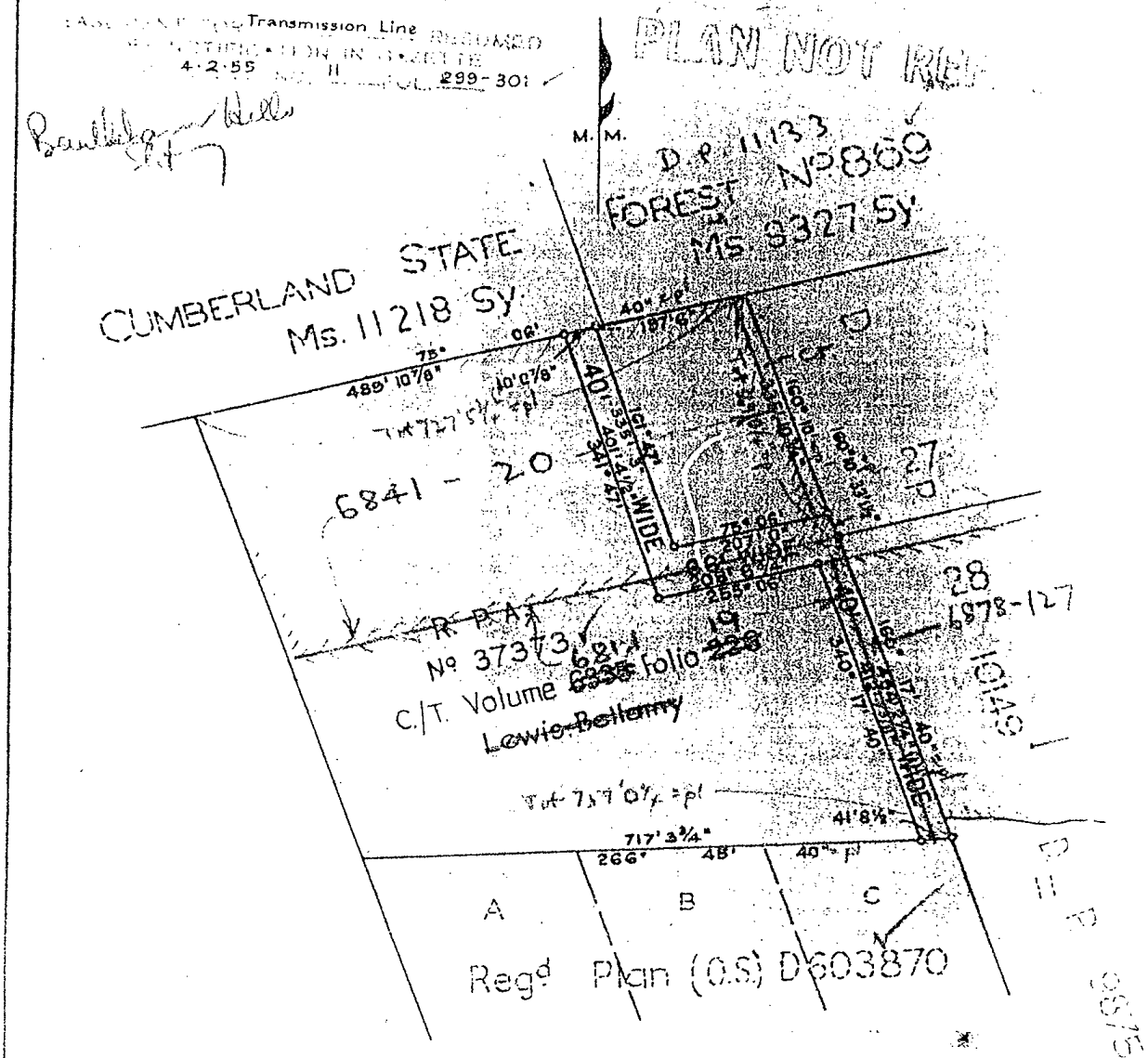
# CARLINGFORD TO HORNSBY 66K.V. TRANSMISSION LINE No. 1

PLAN G 379897

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

Scale: 200 Feet to an inch




"L" referred to in Certificate

I certify that this plan has been compiled from information shown in R.P.A. No. 37373, and is correct.

Date: 29th Oct., 1953.

Surveyor Registered under The Surveyors Act, 1929.

P 1097

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:16 of 37
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~~Municipality of~~
Shire of BAULKHAM HILLS

THE ELECTR

"M"

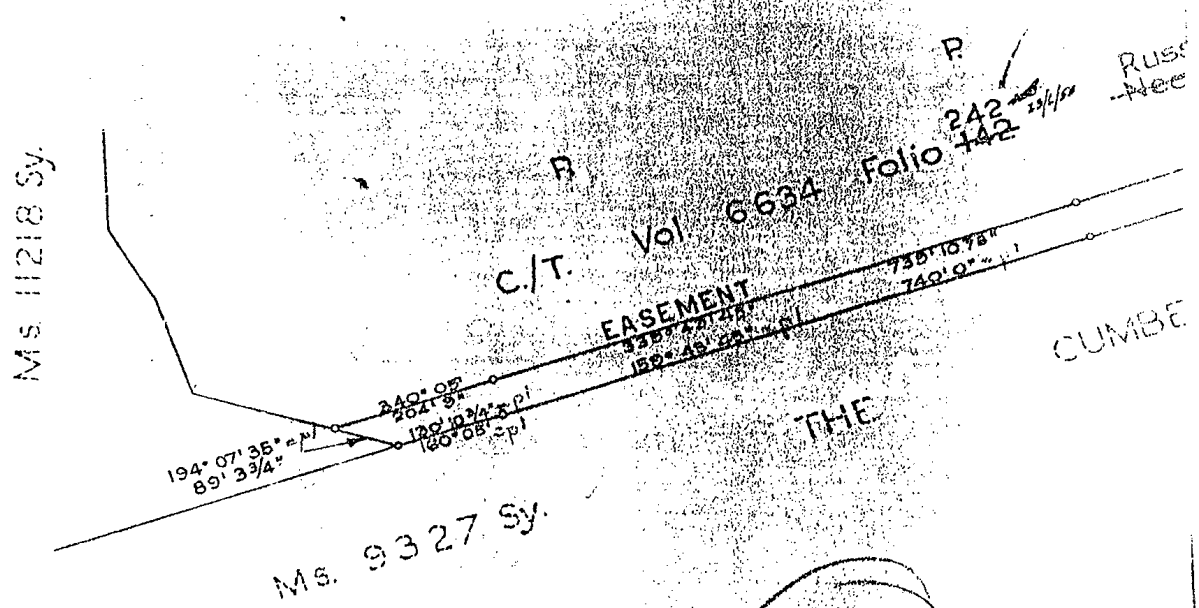
# CARLINGFORD TO HORNS

SHOWING SITE OF EASEMENT

## Parish of Field

Baulkham Hills Sht 7

PLAN NOT REFILED




A

Date: 20th October, 1953.

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:17 of 37
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"M"

CITY COMMISSION OF N.S.W.

# BY 66KV. TRANSMISSION LINE No1

PLAN

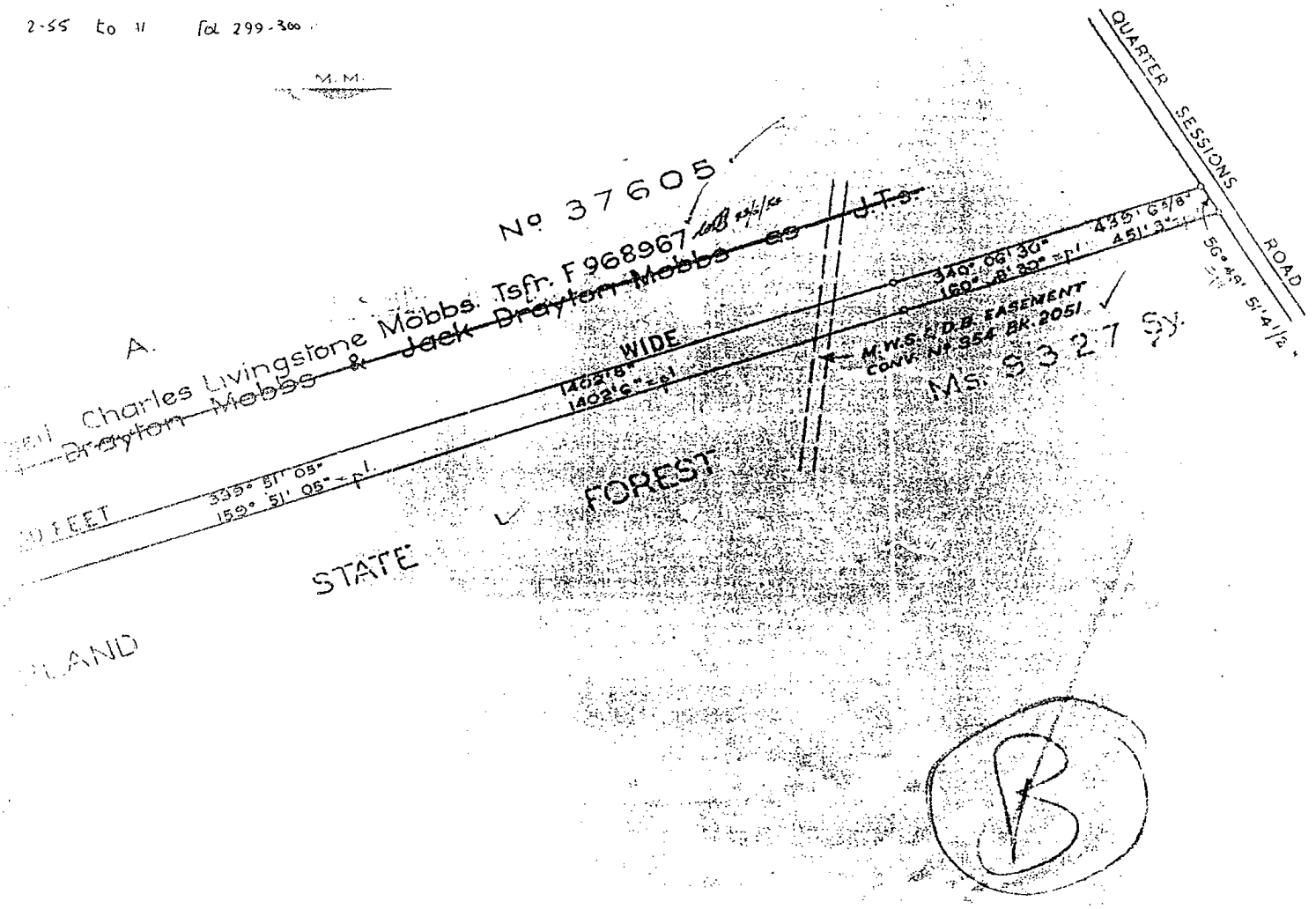
ROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Mars County of Cumberland

le: 200 Feet to an inch

2-55 to 11 fol 299-300

M.M.




B

This is the plan marked "M" referred to in Certificate of Resumption hereunto annexed.
Dated this 22nd day of September 1955

Witness

I certify that this plan has been compiled from information shown in R.F.A. No 37605, and is correct.

Surveyor Registered under The Surveyors Act, 1929.

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:18 of 37
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SB 16104

~~Municipality of~~
Shire of BAULKHAM HILLS

"N"

THE ELECTRICITY COMMISSION OF N.S.W.

# CARLINGFORD TO HORNSBY 66 K.V. TRANSMISSION LINE No. 1

## PLAN

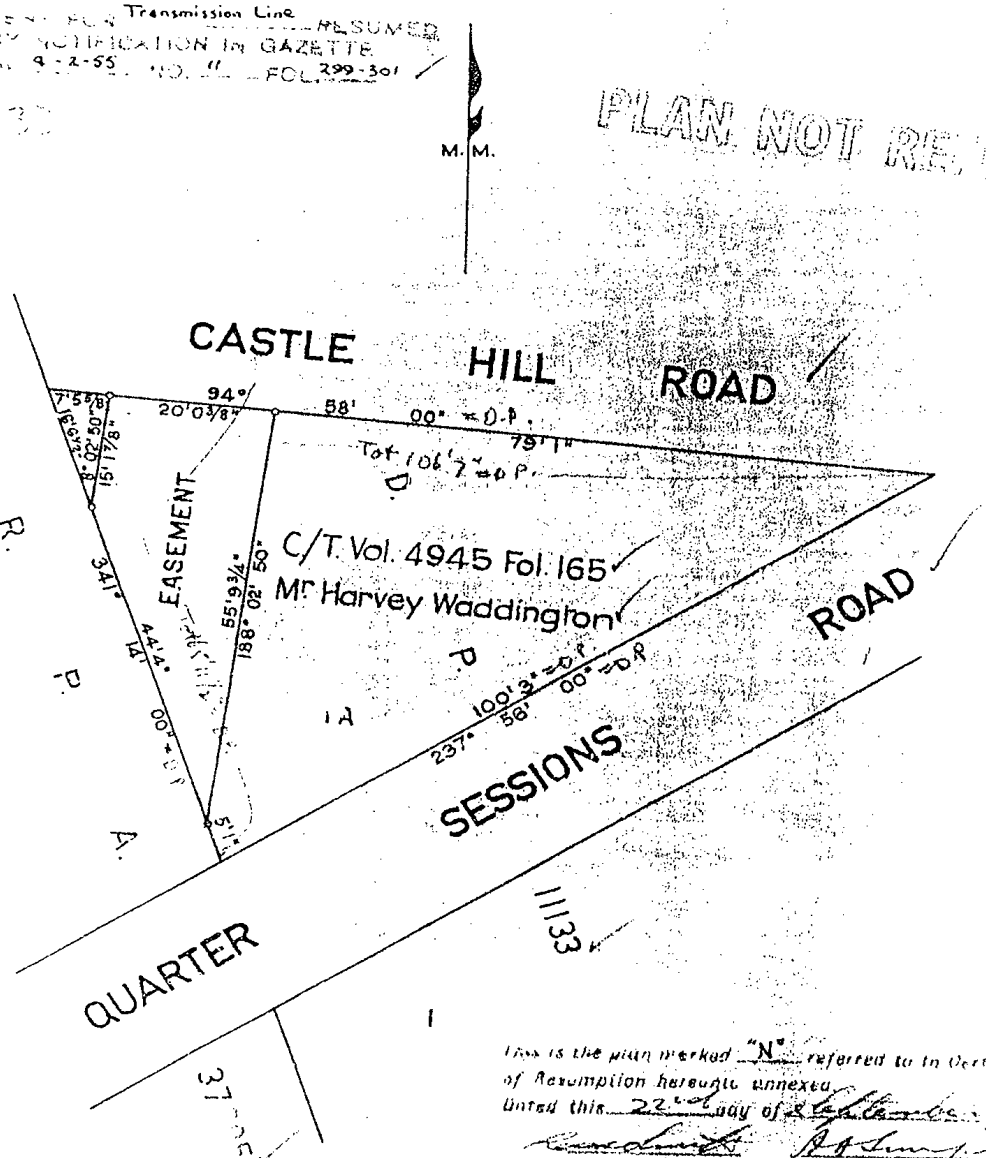
SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

Scale: 20 Feet to an inch

EASEMENT FOR Transmission Line RESUMED BY NOTIFICATION IN GAZETTE 9-2-55 NO. 11 FOL. 299-301

PLAN NOT RE...




This is the plan marked "N" referred to in Certificate of Resumption hereunto annexed.
Dated this 22nd day of September 1953.

Witness.

I certify that this plan has been compiled from information shown in D.P. No 11133, and is correct.

Date: 19th Oct., 1953.

Surveyor Registered under The Surveyors Act, 1929.

P.1093 SB.16104.

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:19 of 37
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"P"

Shire of BAULKHAM HILLS

THE ELECTRICITY COMMISSION OF N.S.W.

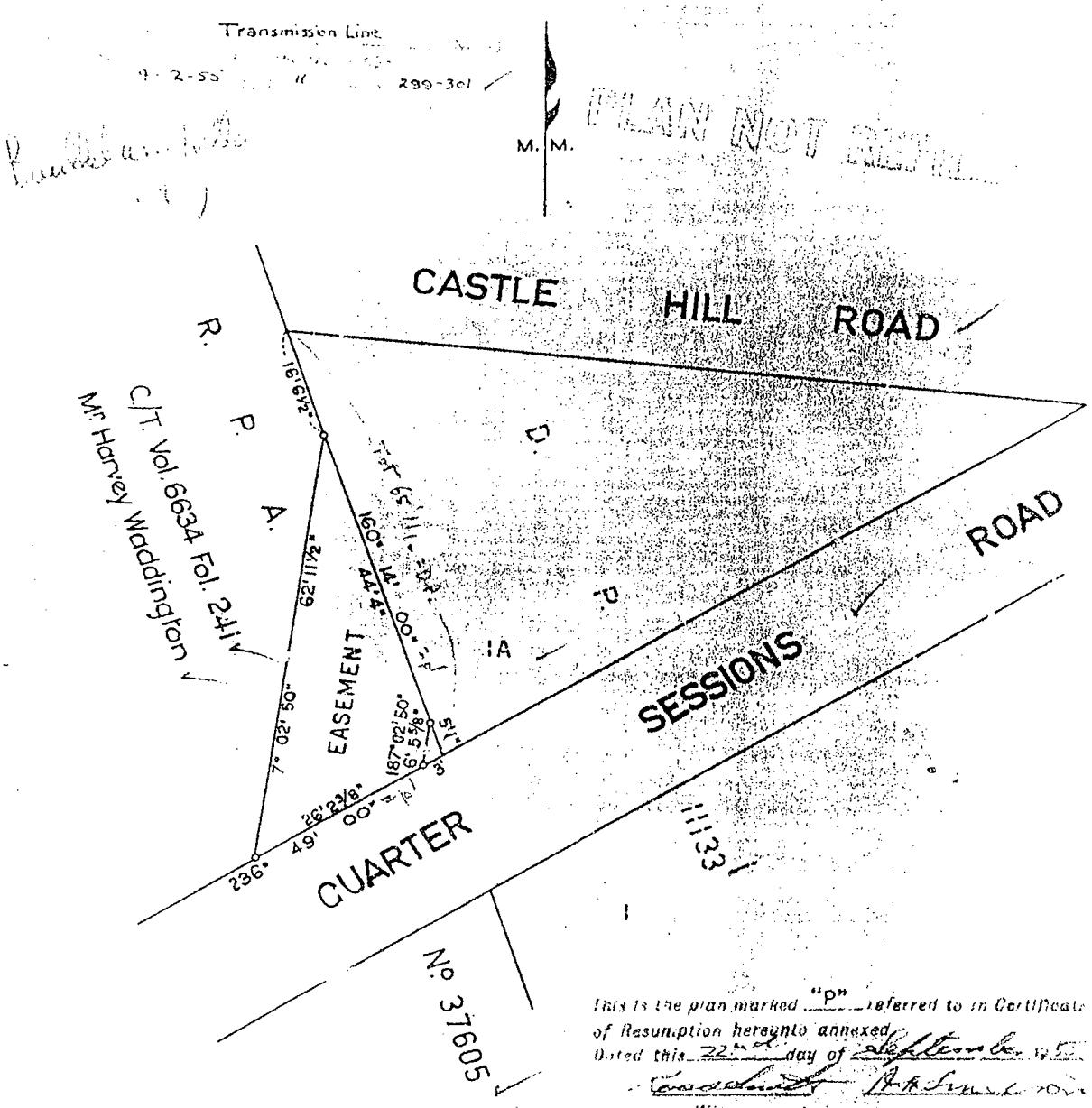
# CARLINGFORD TO HORNSBY 66K.V. TRANSMISSION LINE No 1

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Field of Mars County of Cumberland

Scale: 20 Feet to an inch




This is the plan marked "P" referred to in Certificate of Resumption hereunto annexed.
Dated this 22nd day of October 1953
Witness.

I certify that this plan has been compiled from information shown in R.P.A. No 37605, and is correct.

Surveyor Registered under The Surveyors Act, 1929.

Date: 19th Oct, 1953.

P 109458 (5103)

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:20 of 37
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SB 15097

SHIRE OF HORNSBY

"Q"

THE ELECTRICITY COMMISSION OF N. S. W.

# CARLINGFORD TO HORNSBY
# 66 K.V. TRANSMISSION LINE No. 1
# PLAN

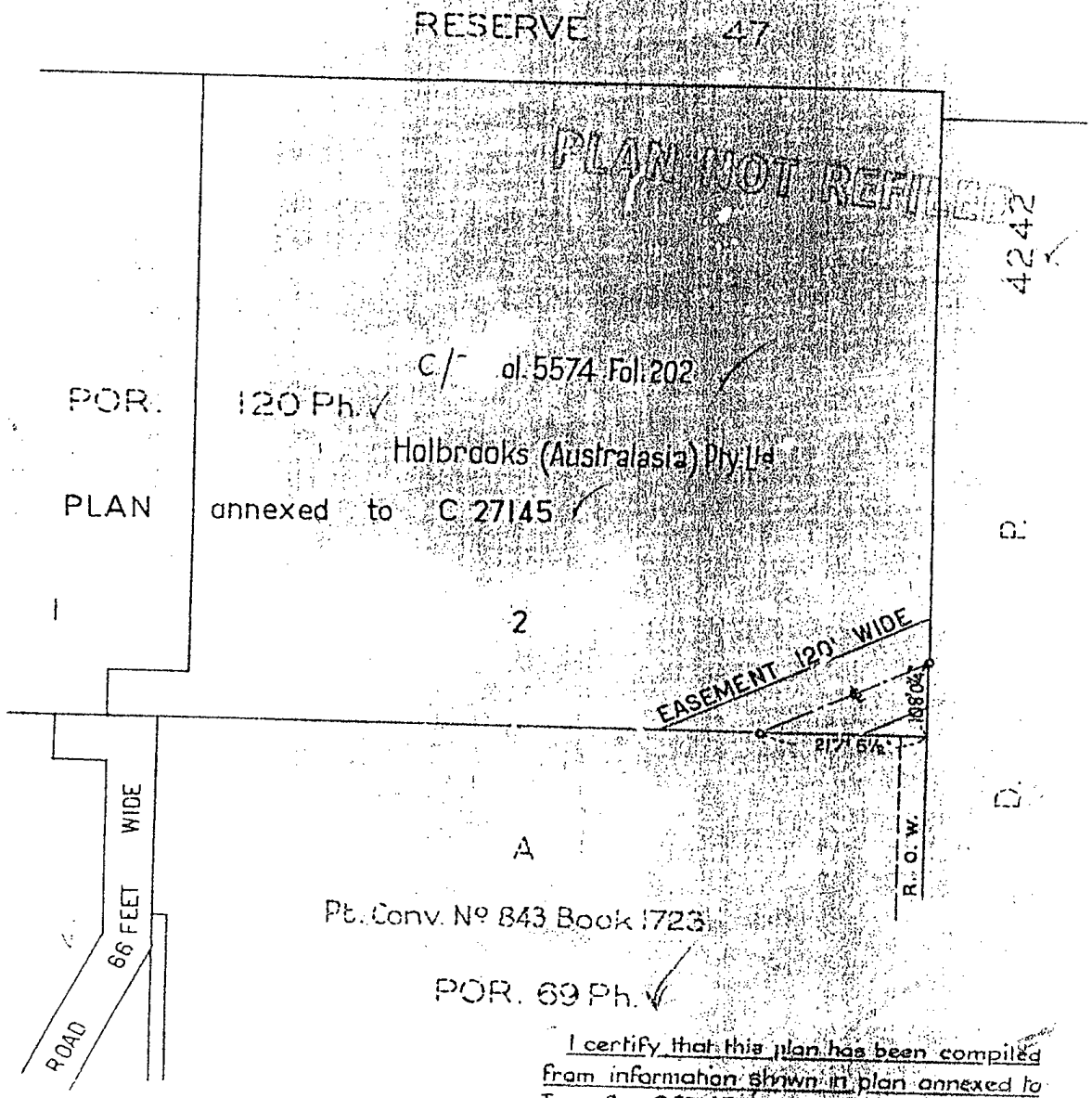
SHOWING SITE OF PROPOSED EASEMENT TO BE RESUMED FOR TRANSMISSION LINE

Parish of South Colah County of Cumberland

SCALE 200 FEET TO AN INCH

This is the plan marked "Q" referred to in [illegible] of Resumption hereunto annexed.
Dated this 22nd day of [illegible]
[illegible]
Witness.

EASEMENT FOR Transmission Line RESUMED BY NOTIFICATION IN GAZETTE
4-2-55 NO. 11 FOL. 299-301 M.M.




I certify that this plan has been compiled from information shown in plan annexed to Transfer C 27145, and is correct.

℄ of Transmission Line shown thus ——— ℄

Date: 21st June, 1953.

Surveyor registered under the Surveyors Act, 1929.

P 802 SB 15097

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:21 of 37
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Shire of Hornsby

"R"

THE ELECTRICITY

# CARLINGFORD TO HORNSE

Showing site of proposed eas

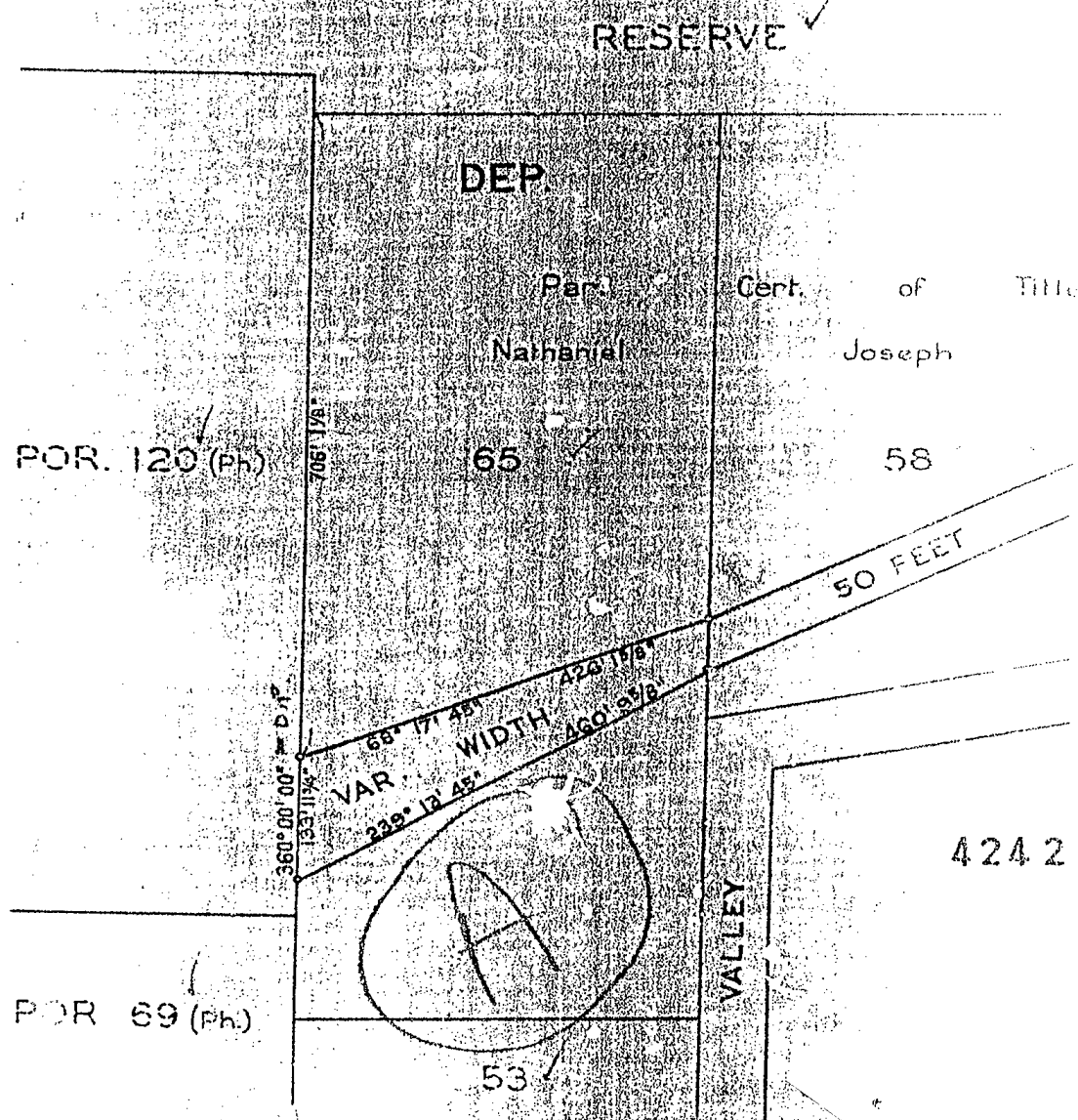
Parish of South Col

I.P. 4242

Transmission

9-2-55

PLAN NOT REF




Date: 1st June, 1953.

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:22 of 37
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COMMISSION OF N. S. W.

"R"

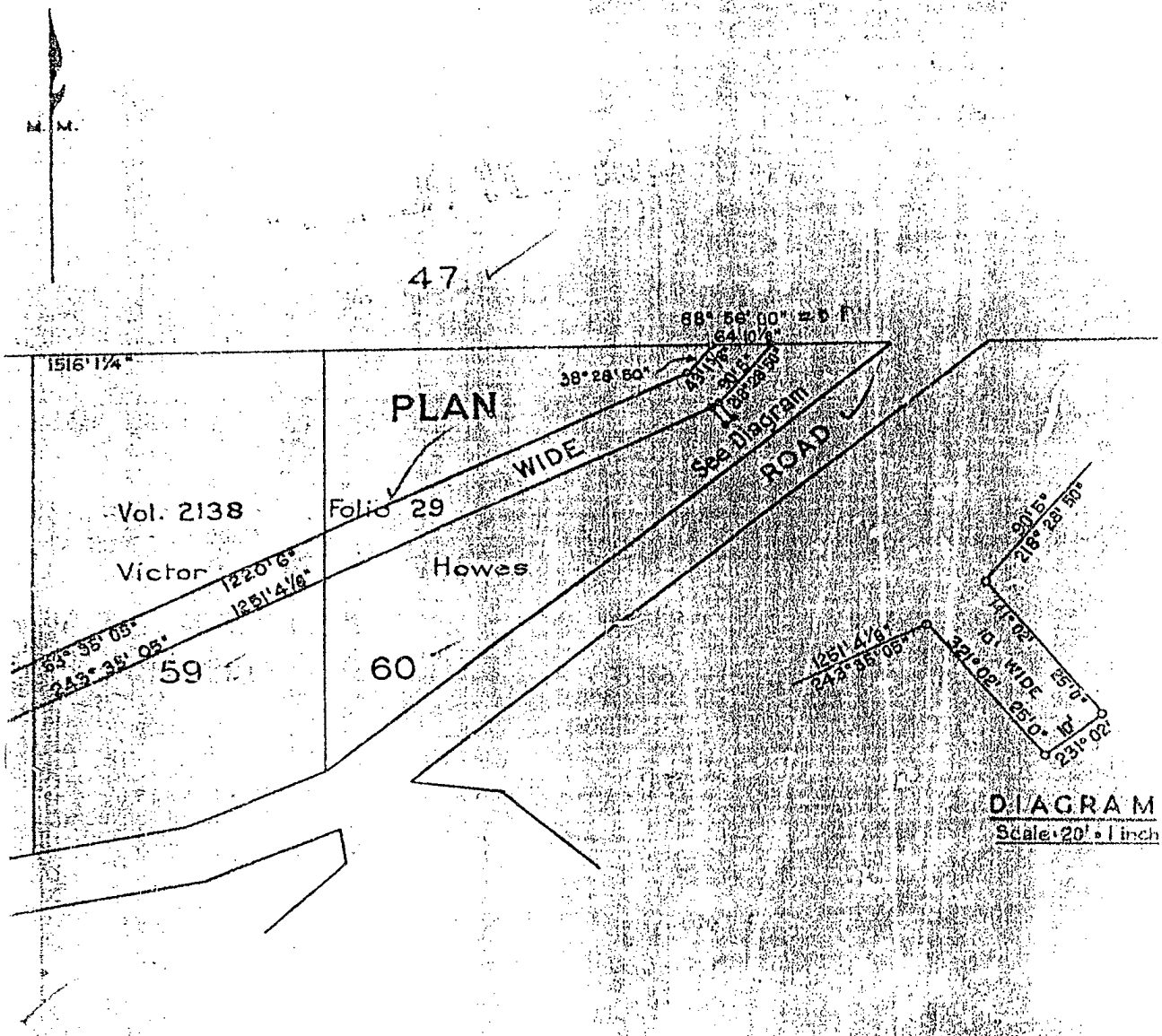
# 66K.V. TRANSMISSION LINE No1

## PLAN

ent to be resumed for Transmission Line

h County of Cumberland

c Feet to an inch




This is the plan marked "R" referred to in Certificate of Resumption hereunto annexed.
Dated this 22nd day of September 1961

Witness.

B

I certify that this plan has been compiled from information shown in Dep. Plan No 4242, and is correct.

Surveyor Registered under The Surveyors Act, 1929.

P 7168 SB 15121 D

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:23 of 37
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"S"

THE ELECTRICITY COMMISSION OF N. S. W.

# CARLINGFORD TO HORNSBY

# 66 K.V. TRANSMISSION LINE No. 1

## PLAN

Showing site of proposed easement to be resumed for Transmission Line

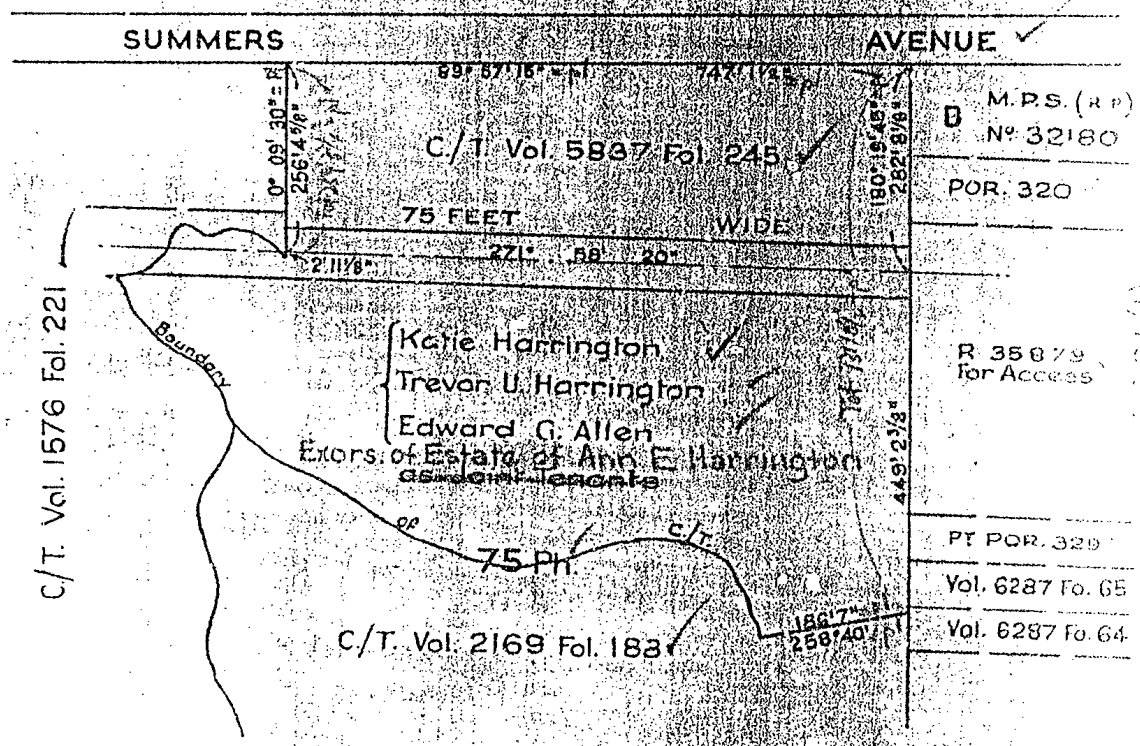
## Parish of South Colah — County of Cumberland

Scale: 200 Feet to an inch

Transmission Line RESUMED
4-2-55 11 299-301

This is the plan marked "S" referred to
of Resumption hereunto annexed.
Dated this 22nd day of [illegible]
Witness.

PLAN NOT REFILLED




℄ of Transmission Line shown thus

I certify that this plan has been compiled from information shown in plan with T.A. No. 8959, Transmission and C/T. Vol. 5837 Fol. 245, and is correct.

Date: 24th April, 1953.

Surveyor Registered under The Surveyors Act, 1929.

P 729 S.6.15096

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:24 of 37
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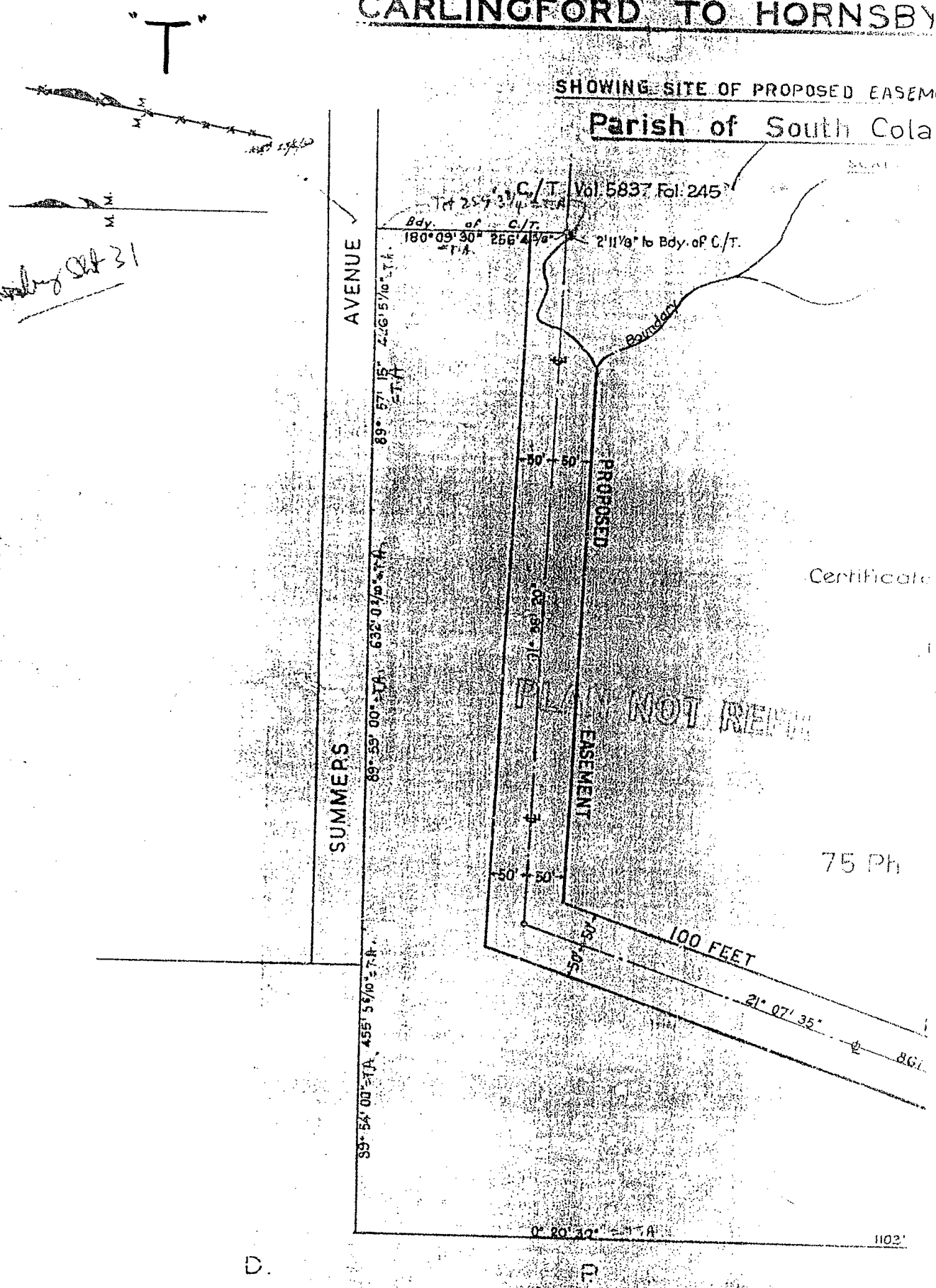
SHIRE OF HORNSBY

THE ELECTRICITY

# CARLINGFORD TO HORNSBY

SHOWING SITE OF PROPOSED EASEME

## Parish of South Colat




Certificate

PLAN NOT REF

75 Ph

Date: 24th April, 1953.

℄ of Transmission Line shown thus

P 72

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:25 of 37
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COMMISSION OF N. S. W.

"T"

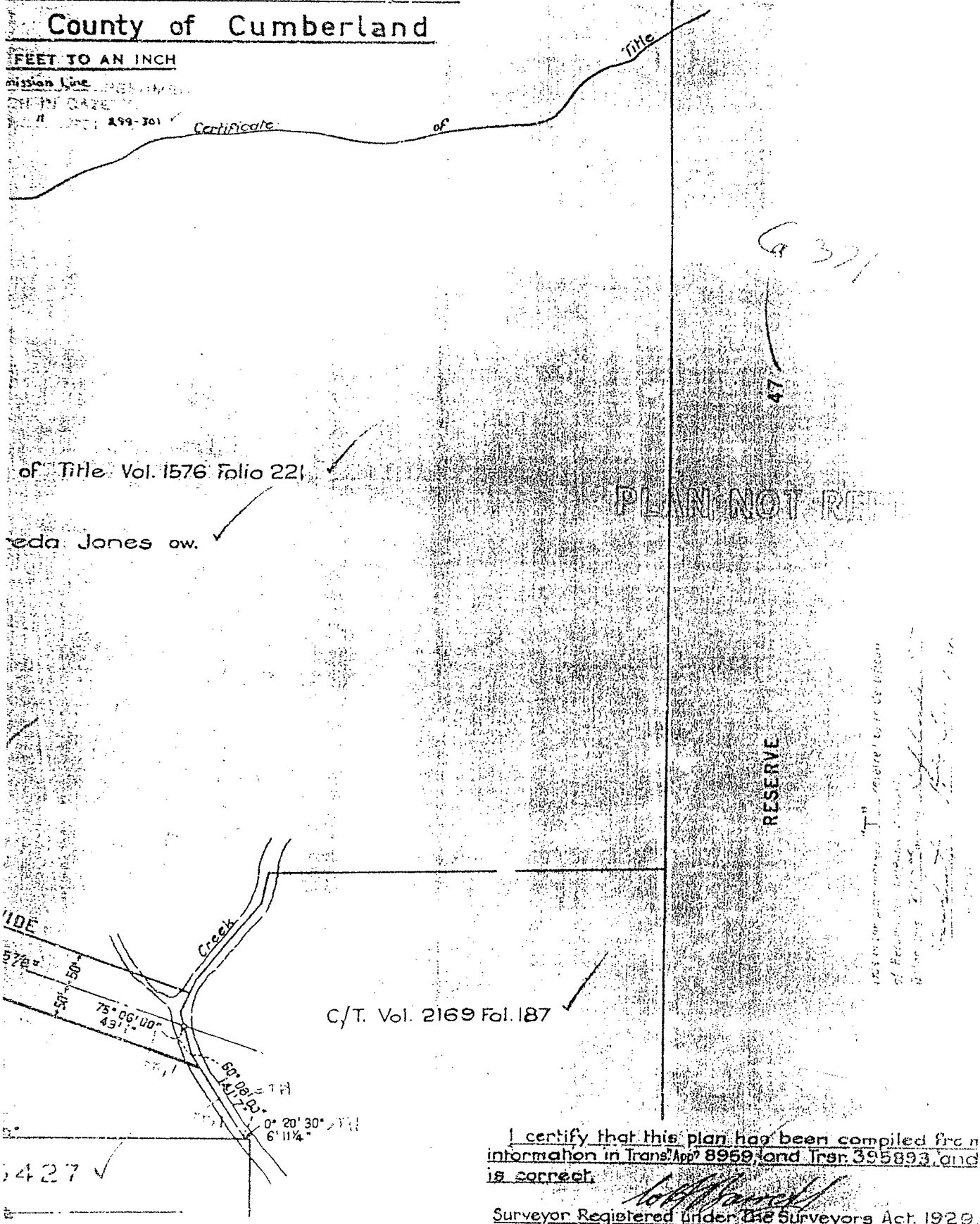
# 66K.V. TRANSMISSION LINE No. 1

## PLAN

NT TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

FEET TO AN INCH




I certify that this plan has been compiled from information in Trans. Appn 8959, and Trsr. 395893, and is correct.

Surveyor Registered under the Surveyors Act. 1929

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:26 of 37
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~~Municipality of~~
Shire of Hornsby

"U"

# THE ELECTRICITY COMMISSION OF N.S.W.

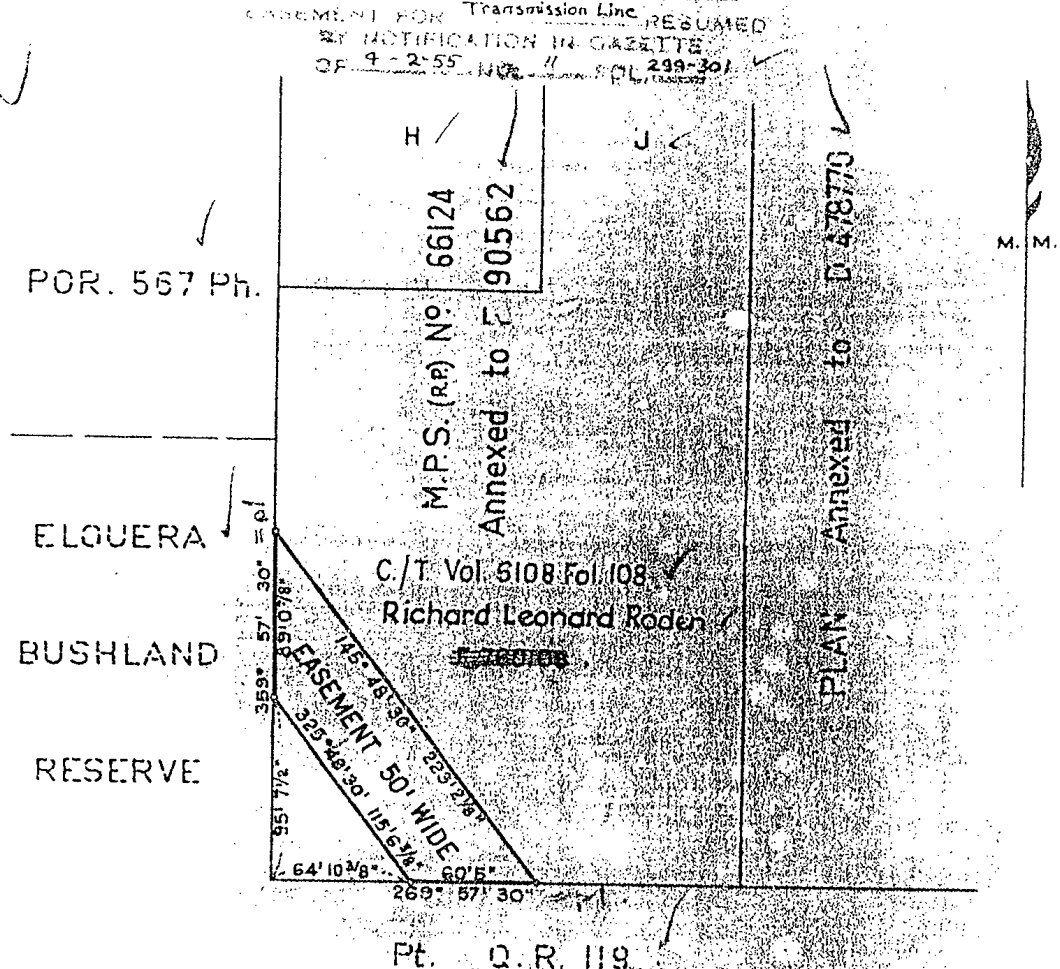
# CARLINGFORD TO HORNSBY 66K.V. TRANSMISSION LINE No 1

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of South Colah County of Cumberland

Scale: 80 Feet to an inch




PLAN NOT REGISTERED

This is the plan marked "U" referred to in Certificate of Resumption hereunto annexed.
Dated this 28th day of September 1955

Witness.

I certify that this plan has been compiled from information shown in M.P.S. (R.P.) No 66124, annexed to F. 90562, and is correct.

Date: 9th Sept., 1953.

Surveyor Registered under The Surveyors Act, 1929.

P 1038 58 15102

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:27 of 37
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SHIRE OF HORNSBY

"V"

THE ELECTRICITY COMMISSION OF N. S. W.

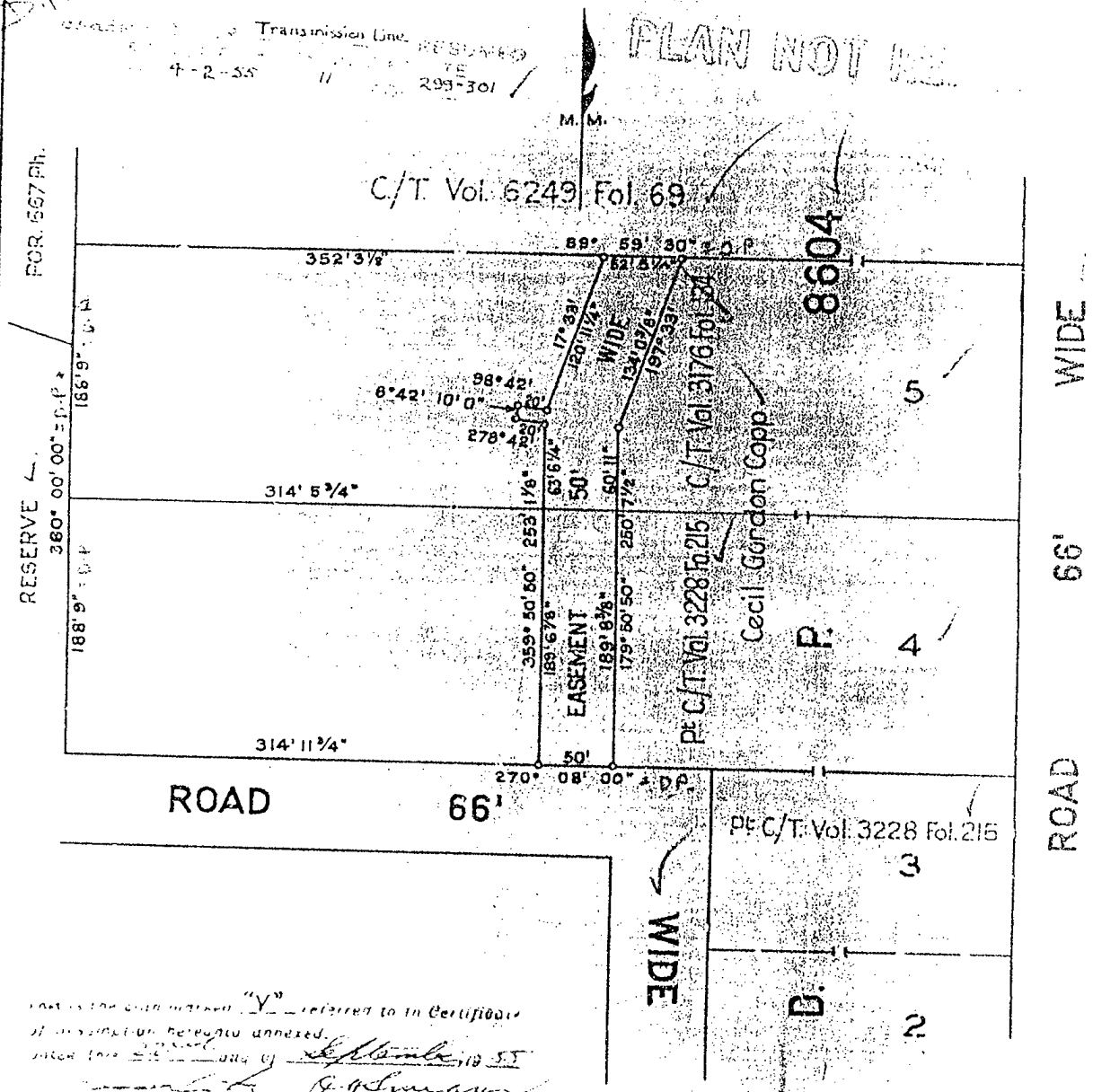
# CARLINGFORD TO HORNSBY
# 66 K.V. TRANSMISSION LINE No. 1

## PLAN

SHOWING SITE OF PROPOSED EASEMENT TO BE RESUMED FOR TRANSMISSION LINE

**Parish of South Colah** **County of Cumberland**

SCALE 100 FEET TO AN INCH




Plan is the plan marked "V" referred to in Certificate of assumption hereunto annexed.
Dated this 22nd day of September, 1955

I certify that this plan has been compiled from information shown in D.P. No. 8604, and is correct.

Date: 29th July, 1953.

Surveyor registered under the Surveyors Act, 1929.

P 997 S.B. 15100

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:28 of 37
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~~Municipality of~~
Shire of Hornsby

"W"

THE ELECTRICITY COMMISSION OF N.S.W.

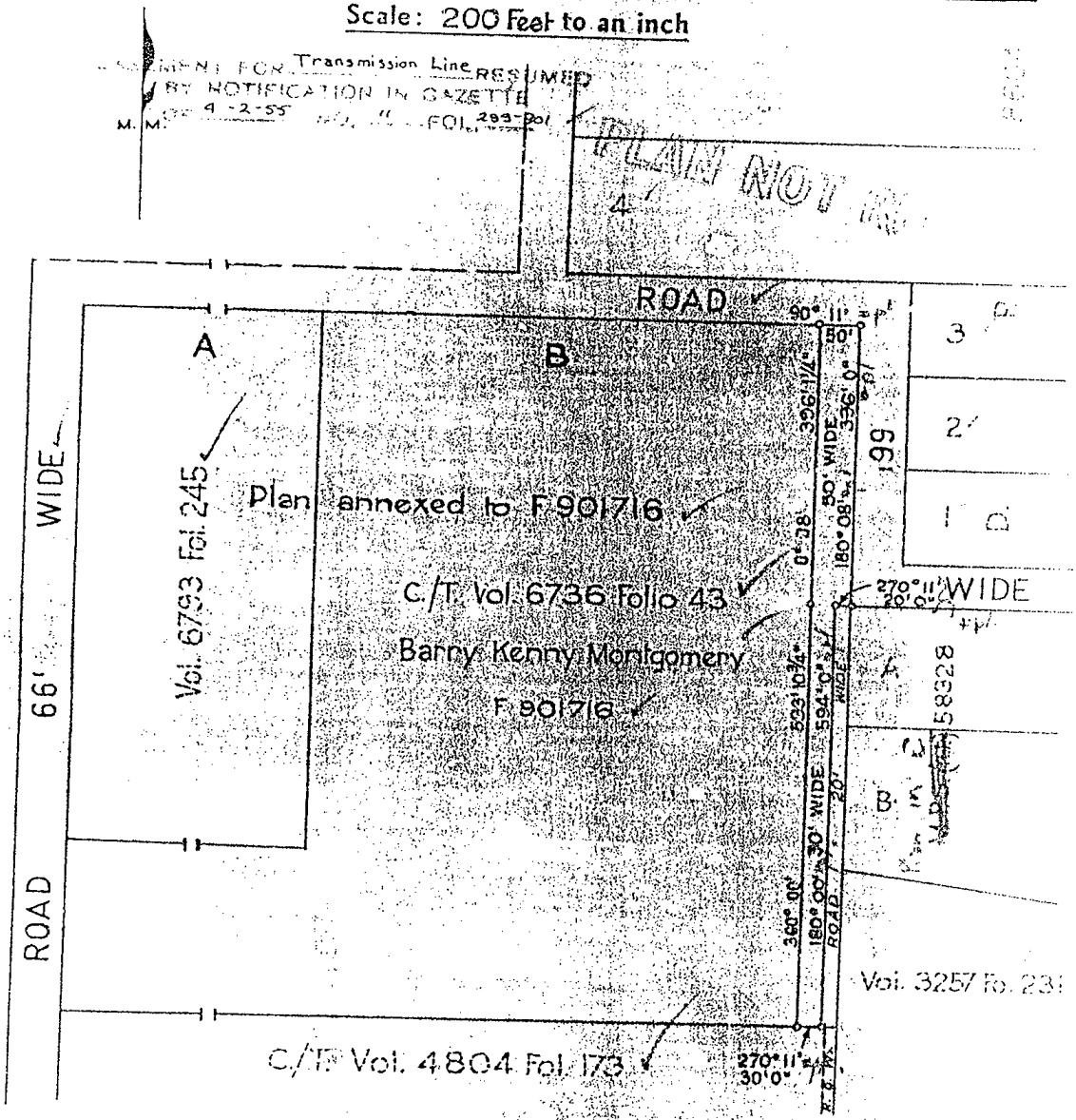
# CARLINGFORD TO HORNSBY
# 66K.V. TRANSMISSION LINE No 1

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of South Colah County of Cumberland

Scale: 200 Feet to an inch




This is the plan marked "W" referred to in Certificate of Resumption hereunto annexed.
Dated this 2[illegible] day of September 19[illegible]

[signature] [signature]
W. [illegible]

I certify that this plan has been compiled from information shown in plan annexed to F 901716 and is correct.

Date: 18th June, 1954

[signature]
Surveyor Registered under The Surveyors Act, 1929.

P 1001 SB 15101

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:29 of 37
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Shire of Hornsby

"X"

THE ELECTRICITY COMMISSION OF N.S.W.

# CARLINGFORD TO HORNSBY

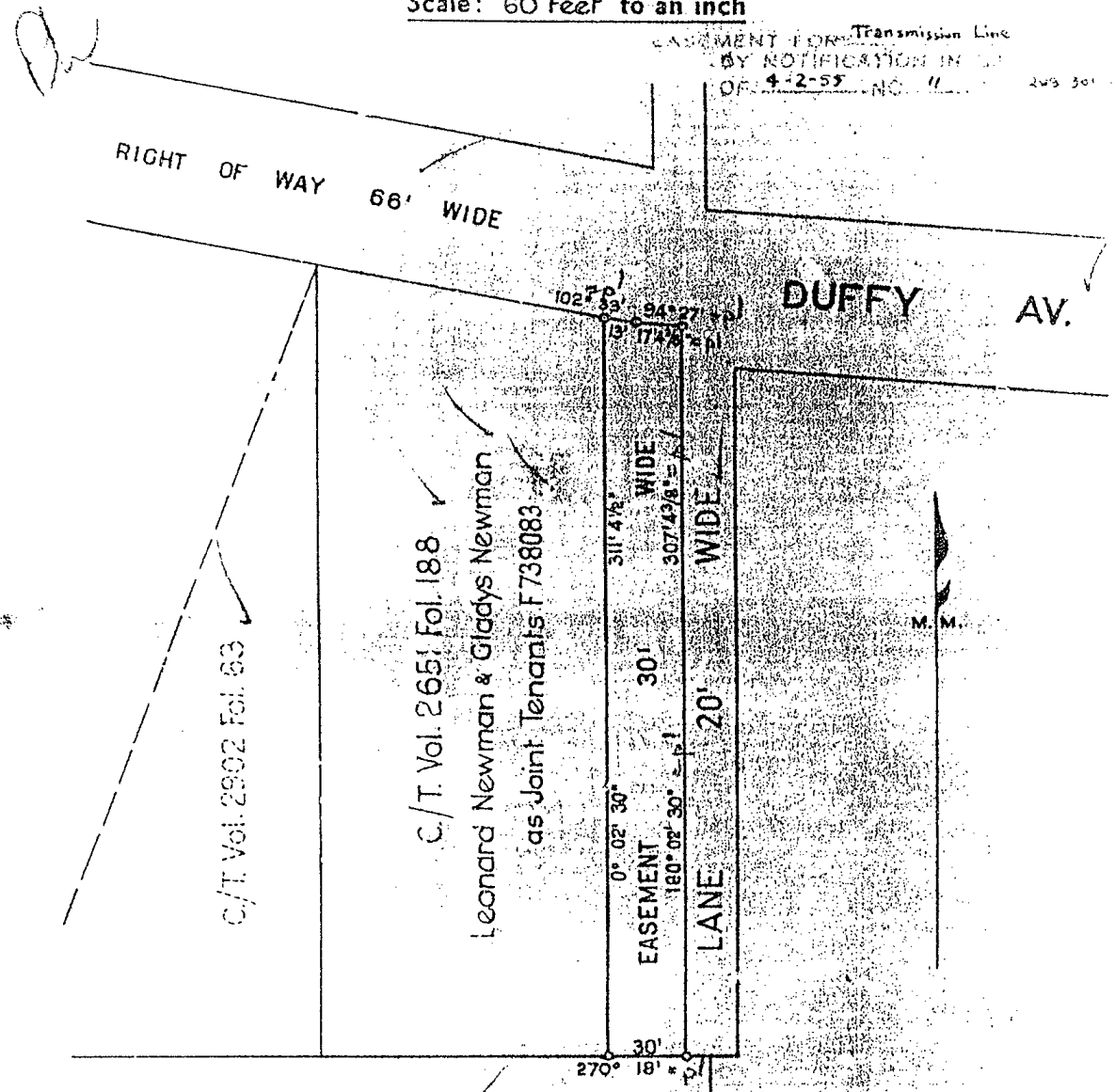
# 66K.V. TRANSMISSION LINE No 1

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of South Colah County of Cumberland

Scale: 60 Feet to an inch




PLAN NOT REFILED

This is the plan marked "X" referred to in Certificate of Assembly [illegible] annexed.
Dated this 2[illegible] day of September 1955
[illegible]
Witness.

I certify that this plan has been compiled from information shown in plan in A178545 and C/T. Vol. 2651 Fol. 188, and is correct.

Date: 7th Sept., 1953.

Surveyor Registered under The Surveyors Act, 1929.

P 1005 S.B. 15239

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:30 of 37
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"Y"

THE ELECTRICITY COMMISSION OF N. S. W.

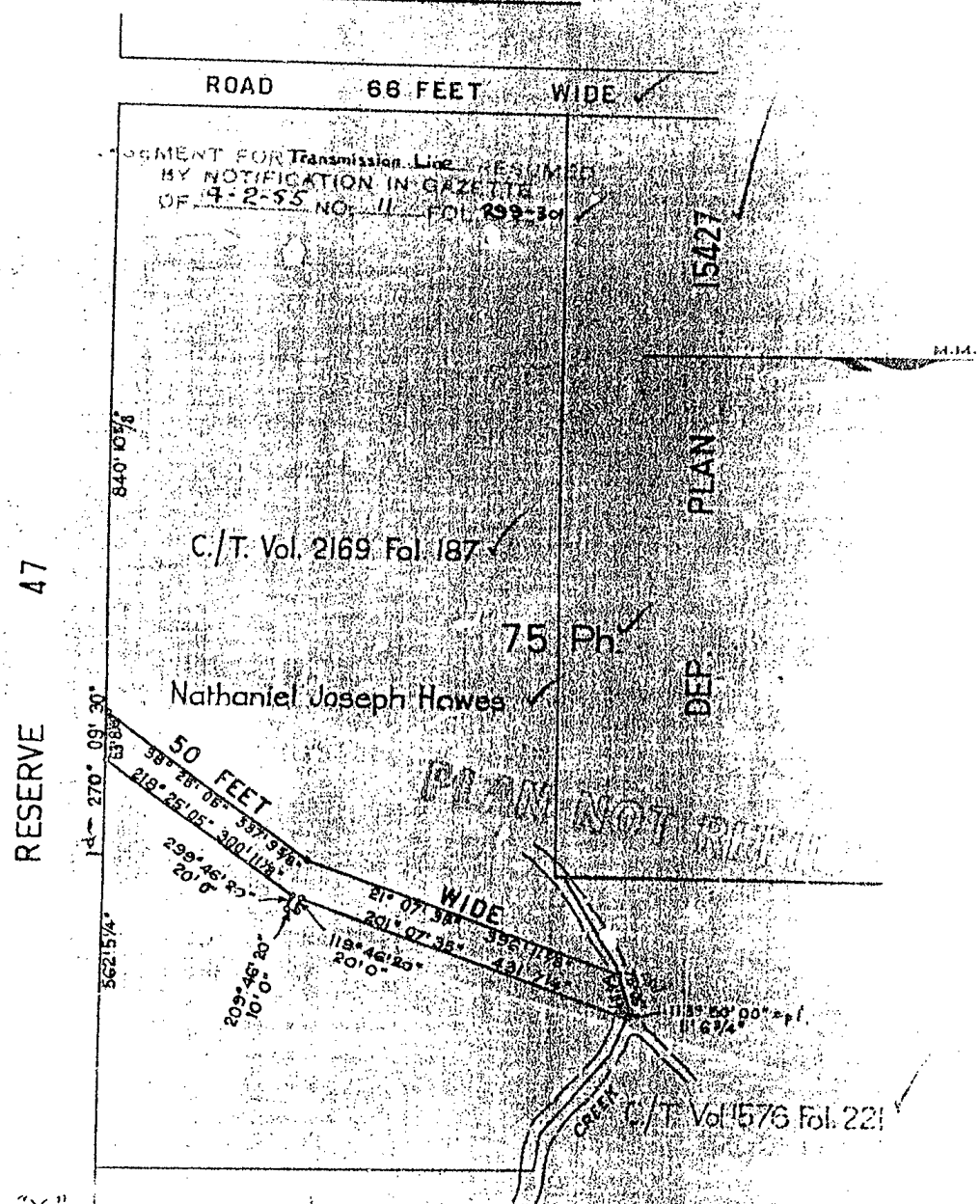
# CARLINGFORD TO HORNSBY
# 66 K.V. TRANSMISSION LINE No. 1
# PLAN

SHOWING SITE OF PROPOSED EASEMENT TO BE RESUMED FOR TRANSMISSION LINE

Parish of South Colah County of Cumberland

SCALE: 200 FEET TO AN INCH

Hornsby SH 31




"Y" ... in Certificate

I certify that this plan has been compiled from information shown in Tsr. 395893, and C/T. Vol. 2169 Fol. 187, and is correct

Date: 24th April 1953

Surveyor Registered under The Surveyors Act 1929.

SR 150.9.5. P 728

Req:R305528 /Doc:DL G379897 /Rev:27-May-1999 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:41 /Seq:31 of 37
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PUBLISHED IN GOVERNMENT GAZETTE NO. 11 OF 4TH FEBRUARY 1955

## ELECTRICITY COMMISSION ACT, 1950-1954.—PUBLIC WORKS ACT, 1912.

RYDE—CARLINGFORD—HORNSBY ELECTRICITY TRANSMISSION LINE.

Acquisition of Easement.

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, for the purpose aforesaid; AND IT IS HEREBY FURTHER NOTIFIED that the said easement or right is vested in The Electricity Commission of New South Wales.

Dated at Sydney, this 26th day of January, 1955.

J. NORTHCOTT, Governor.

J. B. RENSHAW, Minister for Local Government.

SCHEDULE.

Agrees with Plan

A. All that piece or parcel of land situate in the City of Parramatta, parish of Field of Mars and county of Cumberland, being that part of the land shown in plan annexed to dealing F. 440,314 lying within strips of land 25 feet wide on both sides of the centre line of the transmission line which intersects the north-western boundary of that land at a point bearing 44 degrees 14 minutes and distant 37 feet 5¼ inches from the westernmost corner of that land and bears south-easterly through a point on the south-eastern boundary of that land bearing 43 degrees 53 minutes 30 seconds and distant 40 feet 5¼ inches from the southernmost corner of that land,—and said to be in the possession of J. M. Banks.

B. Also, all that piece or parcel of land situate as aforesaid, being that part of the land comprised in Real Property Application 17,917 lying within strips of land 25 feet wide on both sides of the centre line of the transmission line which intersects the easternmost north-western boundary of that land at a point bearing 224 degrees 19 minutes and distant 645 feet 9¼ inches from the northernmost corner of that land and bears south-easterly through a point on the south-eastern boundary of that land bearing 238 degrees 13 minutes 30 seconds and distant 624 feet 7⅛ inches from the easternmost corner of that land,—and said to be in the possession of The Housing Commission of New South Wales.

C. Also, all that piece or parcel of land situate as aforesaid, being part of the land shown in plan annexed to Notice of Resumption D. 610,537: Commencing on the south-eastern boundary of the said land shown in plan annexed to Notice of Resumption D. 610,537 at a point bearing 224 degrees 23 minutes and distant 100 feet 3½ inches from the easternmost corner of that land; and bounded thence on the south-east by part of that boundary bearing 224 degrees 23 minutes 50 feet ⅝ inch; on the south-west by a line bearing 311 degrees 21 minutes 30 seconds 334 feet 9⅝ inches to the north-western boundary of that land; on the north-west by part of that boundary bearing 34 degrees 26 minutes 30 seconds 50 feet 4½ inches; and on the north-east by a line bearing 131 degrees 21 minutes 30 seconds 343 feet 6⅛ inches to the point of commencement,—and said to be in the possession of The Housing Commission of New South Wales.

D. Also, all that piece or parcel of land situate as aforesaid, being that part of the land shown in plan annexed to Notice of Resumption D. 645,314 lying within strips of land 25 feet wide on both sides of the centre line of the transmission line which intersects the northernmost north-western boundary of that land at a point bearing 238 degrees 19 minutes and distant 434 feet 7½ inches from the northernmost corner of that land

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Agrees with Plan

D

and bears south-easterly through a point on the north-western boundary of lot 24, deposited plan 3,100, bearing 244 degrees 34 minutes 5 seconds and distant 79 feet ¾ inch from the northernmost corner of that lot,—and said to be in the possession of The Housing Commission of New South Wales.

E

Also, all that piece or parcel of land situate as aforesaid, being part of lot 23, deposited plan 3,100: Commencing on the south-western boundary of the said lot 23 at a point bearing 153 degrees 55 minutes 15 seconds and distant 134 feet 5⅝ inches from the westernmost corner of that lot; and bounded thence on the north-east and south-west by lines respectively bearing 147 degrees 1 minute 30 seconds 170 feet 11½ inches and 311 degrees 22 minutes 30 seconds 53 feet 6¼ inches to the said south-western boundary of that lot; and again on the south-west by part of that boundary bearing 333 degrees 55 minutes 15 seconds 120 feet 3⅜ inches to the point of commencement,—and said to be in the possession of The Housing Commission of New South Wales.

F

Also, all that piece or parcel of land situate as aforesaid, being that part of portion 199 lying within strips of land 25 feet wide, on both sides of the centre line of the transmission line which intersects the north-eastern boundary of that portion at a point bearing 108 degrees 6 minutes 30 seconds and distant 150 feet 1 inch from the southernmost corner of the land shown in plan annexed to Dealing A.828,927, and bears 320 degrees 53 minutes for a distance of 94 feet 3¾ inches and thence bears 318 degrees 7 minutes 40 seconds through a point on the north-western boundary of the said portion 199 bearing 229 degrees 12 minutes and distant 172 feet 7⅝ inches from the northernmost corner of that portion,—and said to be in the possession of The Housing Commission of New South Wales.

G

Also, all that piece or parcel of land situate as aforesaid, being part of lot 24, deposited plan 3,100: Commencing on the north-eastern boundary of the said lot 24, at a point bearing 153 degrees 55 minutes 15 seconds and distant 124 feet 3¾ inches from the northernmost corner of that lot; and bounded thence on the north-east by part of that boundary bearing 153 degrees 55 minutes 15 seconds 130 feet 5 inches; on the south-west by a line bearing 311 degrees 22 minutes 30 seconds 277 feet 1⅛ inches to the north-western boundary of that lot; on the north-west by part of that boundary bearing 64 degrees 34 minutes 5 seconds 54 feet 4¾ inches; and again on the north-east by a line bearing 131 degrees 22 minutes 30 seconds 135 feet 2¾ inches to the point of commencement,—and said to be in the possession of P. R. and M. E. Chapman.

Also, all that piece or parcel of land situate as aforesaid, being part of lots 22 and 23, deposited plan 3,100: Commencing on the north-western side of Perry-street at a point bearing 243 degrees 55 minutes 15 seconds and distant 21 feet ⅛ inch from the easternmost corner of the said lot 23; and bounded thence on the south-west and north-east by lines respectively bearing 327 degrees 1 minute 30 seconds 140 feet 4¾ inches and 131 degrees 22 minutes 30 seconds 150 feet 11 inches to the said north-western side of Perry-street; and on the south-east by that side of that street bearing 243 degrees 55 minutes 15 seconds 41 feet ⅛ inch to the point of commencement,—and said to be in the possession of The Housing Commission of New South Wales, and J. R. Beveridge.

H

Also, all that piece or parcel of land situate as aforesaid, being part of lot 26, deposited plan 8,332: Commencing on the south-eastern side of Pennant Hills road at a point bearing 207 degrees 49 minutes 15 seconds and distant 69 feet 7¾ inches from the easternmost corner of lot 25, deposited plan 8,332; and bounded thence generally on the north-west by lines successively bearing 67 degrees 33 minutes 45 seconds 784 feet 4¼ inches; 320 degrees 45 minutes 26 feet 1½ inches, 70 degrees 42 minutes 15 seconds 10 feet 7¾ inches, 140 degrees 45 minutes 26 feet and 70 degrees 42 minutes 15 seconds 25 feet 6 inches to the northernmost north-eastern boundary of the said lot 26; on the north-east by part of that boundary bearing 117 degrees 49 minutes 15 seconds 13 feet 7¾ inches to the easternmost corner of that lot; on the south-east by the south-eastern boundary of that lot, being lines successively bearing 250 degrees 42 minutes 15 seconds 43 feet 1½ inches and 247 degrees 33 minutes 45 seconds 798 feet 1 inch to the said south-eastern side of Pennant Hills road; and again on the north-west by that side of that road bearing 27 degrees 49 minutes 15 seconds 15 feet 7¾ inches to the point of commencement,—and said to be in the possession of M. Frater.

J

Also, all that piece or parcel of land situate as aforesaid, being part of the land comprised in Real Property Applications 23,905 and 23,906: Commencing on the south-eastern side of Pennant Hills road at the southernmost corner of lot 26, deposited plan 8,332; and bounded thence on the north-west by part of the south-eastern boundary of that lot, being lines successively bearing 77 degrees 3 minutes 45 seconds 798 feet 1 inch and 80 degrees 12 minutes 15 seconds 38 feet 3⅝ inches; on the north-east by a line bearing 138 degrees 7 minutes 30 seconds 697 feet 10⅜ inches to a south-eastern boundary of the said land comprised in Real Property Application 23,906: on the south-east by part of that boundary bearing 229 degrees 12 minutes 50 feet 4 inch; on the south-west and south-east by lines respectively bearing 318 degrees 7 minutes 30 seconds 681 feet 3¼ inches and 257 degrees 3 minutes 45 seconds 848 feet 2⅝ inches to the said south-eastern side of

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Agrees with Plan

J

Pennant Hills road; and again on the north-west by that side of that road bearing 37 degrees 19 minutes 62 feet 6¼ inches to the point of commencement,—and said to be in the possession of The Housing Commission of New South Wales.

K

Also, all that piece or parcel of land situate as aforesaid, being part of lots A and B, shown on plan annexed to Dealing B. 900,479: Commencing on the south-western boundary of the said lot A at a point bearing 158 degrees 36 minutes 30 seconds and distant 95 feet 5¼ inches from the westernmost corner of that lot; and bounded thence on the north-east by the southernmost south-western boundary of the site of the easement, 100 feet wide, shown on plan "C" annexed to Notice of Resumption F. 319,603 bearing 131 degrees 23 minutes 412 feet 6 inches to the south-eastern boundary of the said lot A; on the north-west by part of that boundary bearing 32 degrees 46 minutes 30 seconds 2 feet 5 inches to the westernmost corner of the site of the easement, 100 feet wide, shown on plan "B" annexed to Notice of Resumption F. 139,687; again on the north-east by the south-western boundary of that easement bearing 131 degrees 23 minutes 506 feet 1¼ inches to the south-eastern boundary of the said lot B; on the south-east by part of that boundary bearing 214 degrees 27 minutes 10 seconds 52 feet 9⅝ inches; on the south-west by a line bearing 311 degrees 23 minutes 827 feet 5⅝ inches to the aforesaid south-western boundary of lot A; and again on the south-west by part of that boundary bearing 338 degrees 36 minutes 30 seconds 109 feet 3¼ inches to the point of commencement,—and said to be in the possession of The Housing Commission of New South Wales, and others.

L

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Field of Mars and county of Cumberland, being part of the land comprised in Real Property Application 37,373: Commencing at the south-eastern corner of the said land comprised in Real Property Application 37,373; and bounded thence on the south by part of the southern boundary of that land bearing 266 degrees 45 minutes 40 seconds 41 feet 8¼ inches; on the south-west, south-east and again on the south-west by lines respectively bearing 340 degrees 17 minutes 40 seconds 412 feet 7⅝ inches; 255 degrees 6 minutes 208 feet 8¼ inches and 341 degrees 47 minutes 401 feet 4½ inches to the north-western boundary of that land; on the north-west by part of that boundary bearing 75 degrees 6 minutes 40 seconds 40 feet ⅝ inch; on the north-east and north-west by lines respectively bearing 161 degrees 47 minutes 335 feet 3 inches and 75 degrees 6 minutes 207 feet to the north-eastern boundary of that land; and again on the north-east by part of that boundary, being lines successively bearing 160 degrees 10 minutes 33 feet 1½ inches and 160 degrees 17 minutes 40 seconds 454 feet 2¼ inches to the point of commencement,—and said to be in the possession of L. Bellamy.

M

Also, all that piece or parcel of land situate as last aforesaid, being part of the 64 acres 2 roods 32¼ perches parcel of land comprised in Real Property Application 37,605: Commencing on the south-eastern side of Quarter Sessions road at the north-eastern corner of the said 64 acres 2 roods 32¼ perches of land comprised in Real Property Application 37,605; and bounded thence on the north-east by the north-eastern boundary of that land, being lines successively bearing 160 degrees 6 minutes 30 seconds 451 feet 3 inches, 159 degrees 51 minutes 5 seconds 1,402 feet 6 inches, 159 degrees 43 minutes 45 seconds 740 feet and 160 degrees 5 minutes 130 feet 10¼ inches: on the south-east by part of the south-eastern boundary of that land bearing 194 degrees 7 minutes 35 seconds 89 feet 3¾ inches: on the south-west by lines successively bearing 340 degrees 5 minutes 204 feet 9 inches, 339 degrees 43 minutes 45 seconds 739 feet 10¾ inches, 339 degrees 51 minutes 5 seconds 1,402 feet 8 inches and 340 degrees 6 minutes 30 seconds 439 feet 6⅝ inches to the aforesaid south-eastern side of Quarter Sessions road; and on the north-west by that side of that road bearing 56 degrees 49 minutes 51 feet 4½ inches to the point of commencement,—and said to be in the possession of R. C. L. Mobbs.

Also, all that piece or parcel of land situate as last aforesaid, being part of lot C, Miscellaneous Plan of Subdivision (O.S.) 10,192: Commencing at the north-eastern corner of the said lot C; and bounded thence on the north-east by the north-eastern boundary of that lot bearing 160 degrees 31 minutes 40 seconds 977 feet 7¾ inches to the northern side of Aiken road; on the south by that side of that road bearing 266 degrees 27 minutes 20 seconds 41 feet 7¼ inches; on the south-west by lines successively bearing 340 degrees 31 minutes 40 seconds 966 feet 1¾ inches and 340 degrees 17 minutes 40 seconds 11 feet 8⅝ inches to the northern boundary of that lot; and on the north by part of that boundary bearing 86 degrees 45 minutes 40 seconds 41 feet 8½ inches to the point of commencement,—and said to be in the possession of B. L. Smith.

N

Also, all that piece or parcel of land situate as last aforesaid, being part of lot 1A, deposited plan 11,133: Commencing on the southern side of Castle Hill road at a point bearing 94 degrees 58 minutes and distant 7 feet 5¾ inches from the westernmost corner of the said lot 1A; and bounded thence on the north by that side of that road bearing 94 degrees 58 minutes 20 feet ⅜ inch; on the east by a line bearing 188

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Agrees with Plan

N

degrees 2 minutes 50 seconds 55 feet 9¾ inches to the south-western boundary of that lot; on the south-west by part of that boundary bearing 341 degrees 14 minutes 44 feet 4 inches; and on the west by a line bearing 8 degrees 2 minutes 50 seconds 15 feet 1¾ inches to the point of commencement,—and said to be in the possession of H. Waddington.

P

And also, all that piece or parcel of land situate as last aforesaid, being part of the 54 acres 2 roods 4 perches parcel of land comprised in Real Property Application 37,605: Commencing on the north-western side of Quarter Sessions road at a point bearing 236 degrees 49 minutes and distant 3 feet from the southernmost corner of lot 1A, deposited plan 11,133; and bounded thence on the south-east by that side of that road bearing 236 degrees 49 minutes 26 feet 2¾ inches; on the west by a line bearing 7 degrees 2 minutes 50 seconds 62 feet 11¼ inches to the south-western boundary of the said lot 1A; on the north-east by part of that boundary bearing 160 degrees 14 minutes 44 feet 4 inches; and on the east by a line bearing 187 degrees 2 minutes 50 seconds 6 feet 5§ inches to the point of commencement,—and said to be in the possession of H. Waddington.

Q

Also, all that piece or parcel of land situate in the Shire of Hornsby, parish of South Colah and county of Cumberland, being that part of lot 2, shown on plan annexed to Dealing C. 27,145, lying within strips of land, 60 feet wide, on both sides of the centre line of the transmission line which intersects the southern boundary of that lot at a point distant 217 feet 5½ inches westerly from the south-eastern corner of that lot and bears north-easterly through a point on the eastern boundary of that lot distant 108 feet ½ inch northerly from the said south-eastern corner of that lot;—and said to be in the possession of Holbrooks (Australasia) Pty. Ltd.

R

Also, all that piece or parcel of land situate as last aforesaid, being part of lots 58, 59, 60 and 65, deposited plan 4,242: Commencing on the western boundary of the said lot 65 at a point bearing 180 degrees and distant 706 feet 1§ inches from the north-western corner of that lot; and bounded thence on the north-west by lines successively bearing 68 degrees 17 minutes 45 seconds 426 feet 1§ inches, 63 degrees 35 minutes 5 seconds 1,220 feet 6 inches and 38 degrees 28 minutes 50 seconds 43 feet 1§ inches to the northern boundary of the said lot 60; on the north by part of that boundary bearing 88 degrees 56 minutes 64 feet 10½ inches; generally on the south-east by lines successively bearing 218 degrees 29 minutes 50 seconds 90 feet 5 inches, 141 degrees 2 minutes 25 feet, 231 degrees 2 minutes 10 feet, 321 degrees 2 minutes 25 feet, 243 degrees 35 minutes 5 seconds 1,251 feet 4¾ inches and 239 degrees 13 minutes 45 seconds 460 feet 9§ inches to the said western boundary of lot 65; and on the west by part of that boundary bearing 360 degrees 133 feet 11¼ inches to the point of commencement,—and said to be in the possession of N. J. V. Howes.

S

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 75 comprised within Certificate of Title, volume 5,837, folio 245, lying within strips of land; 37.5 feet wide, on both sides of the centre line of the transmission line which intersects the eastern boundary of the said land comprised in Certificate of Title, volume 5,837, folio 245; at a point bearing 180 degrees 19 minutes 45 seconds and distant 282 feet 8¾ inches from the north-eastern corner of that land and bears 271 degrees 58 minutes 20 seconds through a point on the generally western boundary of that land,—and said to be in the possession of K. Harrington, T. U. Harrington and E. G. Allen, as executors of the estate of A. E. Harrington.

T

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 75 comprised within Certificate of Title, volume 1,576, folio 221, lying within strips of land, 50 feet wide, on both sides of the centre line of the transmission line which intersects a south-eastern boundary of that land at a point which bears 75 degrees 6 minutes and distant 43 feet 1 inch from a point which bears 60 degrees 8 minutes and distant 141 feet 7 inches from the westernmost south-western corner of that land and bears 21 degrees 7 minutes 35 seconds for a distance of 861 feet 5¾ inches and thence bears 91 degrees 58 minutes 20 seconds through a point on the eastern boundary of the said land comprised in Certificate of Title, volume 1,576, folio 221, bearing 180 degrees 9 minutes 30 seconds and distant 256 feet 4§ inches from the north-eastern corner of that land,—and said to be in the possession of Freda Jones.

U

Also, all that piece or parcel of land situate as last aforesaid, being part of lot J, shown on plan annexed to Dealing F. 90,562: Commencing on the southernmost western boundary of the said lot J at a point bearing 359 degrees 57 minutes 30 seconds and distant 95 feet 7½ inches from the south-western corner of that lot; and bounded thence on the west by part of that boundary bearing 359 degrees 57 minutes 30 seconds 89 feet ½ inch; on the north-east by a line bearing 145 degrees 48 minutes 30 seconds 223 feet 2¾ inches to the southern boundary of that lot; on the south by part of that boundary bearing 269 degrees 57 minutes 30 seconds 60 feet 5 inches; and on the south-west by a line bearing 325 degrees 48 minutes 30 seconds 115 feet 6§ inches to the point of commencement;—and said to be in the possession of R. L. Roden.

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Agrees with Plan

U

Also, all that piece or parcel of land situate as last aforesaid, being part of portion 584; Commencing on the northern boundary of the said portion 584 at a point bearing 89 degrees 59 minutes and distant 539 feet 3¾ inches from the north-western corner of that portion; and bounded thence on the north by part of that boundary bearing 89 degrees 59 minutes 150 feet; on the south-east by a line bearing 201 degrees 59 minutes 30 seconds 600 feet 1¾ inches to the southern boundary of that portion; on the south by part of that boundary bearing 270 degrees 52 feet 5¼ inches; and on the north-west by a line bearing 12 degrees 52 minutes 30 seconds 570 feet 9¼ inches to the point of commencement,—and said to be in the possession of E. G. Ford.

V

Also, all that piece or parcel of land situate as last aforesaid, being part of lots 4 and 5, deposited plan 8,604; Commencing on the southern boundary of the said lot 4 at a point bearing 90 degrees 8 minutes and distant 314 feet 11¼ inches from the south-western corner of that lot; and bounded thence generally on the west by lines successively bearing 359 degrees 50 minutes 50 seconds 253 feet 1¾ inches, 278 degrees 42 minutes 20 feet, 8 degrees 42 minutes 10 feet, 98 degrees 42 minutes 20 feet and 17 degrees 33 minutes 120 feet 11¼ inches to the northern boundary of the said lot 5; on the north by part of that boundary bearing 89 degrees 59 minutes 30 seconds 52 feet 5¼ inches; on the south-east and east by lines respectively bearing 197 degrees 33 minutes 134 feet ⅜ inch and 179 degrees 50 minutes 50 seconds 250 feet 7¼ inches to the said southern boundary of lot 4; and on the south by part of that boundary bearing 270 degrees 8 minutes 50 feet to the point of commencement,—and said to be in the possession of C. G. Copp

W

Also, all that piece or parcel of land situate as last aforesaid, being part of lot B, shown in plan annexed to Dealing F. 991,716: Commencing at the north-eastern corner of the said lot B; and bounded thence generally on the east by the generally eastern boundary of that lot, being lines successively bearing 180 degrees 8 minutes 396 feet, 270 degrees 11 minutes 20 feet and 180 degrees 594 feet to the southernmost south-eastern corner of the said lot B; on the south by part of the southern boundary of that lot bearing 270 degrees 11 minutes 30 feet; on the west by lines successively bearing 360 degrees 593 feet 10¾ inches and 8 minutes 396 feet 1¼ inches to the northern boundary of that lot; and on the north by part of that boundary bearing 90 degrees 11 minutes 50 feet to the point of commencement,—and said to be in the possession of B. K. Montgomery.

X

Also, all that piece or parcel of land situate as last aforesaid, being part of the land shown in plan annexed to Dealing A. 178,545: Commencing at the south-eastern corner of the said land shown in plan annexed to Dealing A. 178,545; and bounded thence on the south by part of that boundary bearing 270 degrees 18 minutes 30 feet; on the west by a line bearing 2 minutes 30 seconds 311 feet 4¼ inches to the north-eastern boundary of that land; on the north-east by part of that boundary, being lines successively bearing 102 degrees 33 minutes 18 feet and 94 degrees 27 minutes 17 feet 4¾ inches to the north-eastern corner of that land; and on the east by the eastern boundary of that land bearing 180 degrees 2 minutes 30 seconds 307 feet 4¾ inches to the point of commencement,—and said to be in the possession of L. and G. Newmail.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 69 lying within strips of land, 60 feet wide, on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 69 at a point distant 217 feet 5½ inches westerly from the north-eastern corner of that portion and bears south-westerly through a point on the western boundary of that portion distant 54 feet 2¾ inches southerly from the northernmost corner of portion 739, parish of South Colah,—and said to be in the possession of R. S. Keys.

Y

And also, all that piece or parcel of land situate as last aforesaid, being part of portion 75: Commencing on the southern boundary of the said portion 75 at a point bearing 270 degrees 9 minutes 30 seconds and distant 562 feet 5¼ inches from the south-eastern corner of the land shown in plan endorsed on Dealing 395,893; and bounded thence on the south by part of the southern boundary of the said portion 75 bearing 270 degrees 9 minutes 30 seconds 63 feet 8¾ inches; on the north-west by lines successively bearing 38 degrees 25 minutes 5 seconds 337 feet 9¾ inches and 21 degrees 7 minutes 35 seconds 396 feet 11¼ inches to the generally northern boundary of the aforesaid land shown in plan endorsed on Dealing 395,893; generally on the north by part of that boundary, being lines successively bearing 75 degrees 6 minutes 54 feet 11¾ inches and 113 degrees 50 minutes 5 feet 6¾ inches; and generally on the south-east by lines successively bearing 201 degrees 7 minutes 35 seconds 431 feet 7¼ inches, 119 degrees 46 minutes 20 seconds 20 feet, 209 degrees 46 minutes 20 seconds 10 feet, 299 degrees 46 minutes 20 seconds 20 feet and 218 degrees 25 minutes 5 seconds 300 feet 11¼ inches to the point of commencement,—and said to be in the possession of N. J. Howes. (Misc. 54-3,261) (8236)

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This is the copy *Gazette* Notification referred to in the annexed Certificate.

*Witness* .....

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G 37989

No.

LODGED by
State Crown Solicitor,
237 Macquarie Street,
Sydney.

# NOTICE OF RESUMPTION

(Rolled)

Substituted Papers now filed 9/5/9

Particulars entered in Register Book,
Vol. Fol.
AS PER SCHEDULE

the 9th
day of August 1956
at minutes
12 o'clock in the noon.

J. H. Pells
Registrar-General.

Schedule Referred To

| VOL | FOL | P | VOL | FOL | P |
|---|---|---|---|---|---|
| 1576 | 221 | P | ~~5814~~ | ~~100~~ | |
| 2138 | 29 | | 5857 | 49 | |
| 2169 | 187 | P | 6030 | 14 | P |
| 2651 | 188 | P | 6108 | 108 | |
| 3176 | 134 | P | 6399 | 104 | RP |
| 3228 | 215 | P | 6527 | 34 | P |
| 3360 | 185 | | 6634 | 241 | P |
| 3862 | 39 | | | 242 | P |
| 4945 | 165 | P | 6695 | 42 | P |
| 5215 | 85 | P | 6736 | 43 | P |
| | | | 6817 | 43 | P |
| 5321 | ~~47~~ | P | 6841 | 19 | P |
| 5325 | 133 | | | 20 | |
| 5574 | 202 | P | 6878 | 127 | P |
| 5818 | 100 | | 7069 | 54 | P |
| 5837 | 245 | | | | |

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RELODGED
1:25

$ =08.75
STAMP DUTY

S429274

OFFICE USE ONLY

# TRANSFER

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form

T P 1 of 1
$ 21

| | Torrens Title Reference | If Part Only, Delete Whole and Give Details | Location |
|---|---|---|---|
| DESCRIPTION OF LAND Note (a) | Volume 14262 Folios 39, 40 & 41, Volume 13870 Folios 244, 243, 240, 239, Volume 14099 Folios 237 ~~& 238~~, Volume 14184 Folio 69, Volume 14081 Folio 19 and Volume 13974 Folios 84, 85 & 88, Volume 6634 Folio 242 & Volume 14317 Folio 111. | WHOLE | PARISH FIELD OF MARS COUNTY CUMBERLAND |

TRANSFEROR Note (b)

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

OFFICE USE ONLY N

ESTATE Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $643.64 and transfers ~~an estate in fee simple~~ all its estate and interest in easements created by dealing No. G379897 and as published in the Government Gazette of 4.2.55 Folios 299 and 300. In the land above described to the TRANSFEREE

TRANSFEREE Note (b)

THE PROSPECT COUNTY COUNCIL of 10 Smith Street, Parramatta.

OFFICE USE ONLY Over

TENANCY Note (d)

~~as joint tenants/tenants in common~~

PRIOR ENCUMBRANCES Note (e)

subject to the following PRIOR ENCUMBRANCES 1. Mortgages R332301 over C.T. Vol.13870 F.240, L21469 over C.T. Vol 14099 F.238, R913247 over C.T. Vol.14081 F.19 and R279180 over C.T. 2. Vol.13974 F.84, 85 and 86. 3.

DATE OF TRANSFER 2nd April 1981

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION Note (f)

Signed in my presence by the transferor who is personally known to me

Signature of Witness

J. RAWLINSON
Name of Witness (BLOCK LETTERS)

SOLICITOR SYDNEY
Address and occupation of Witness

Signed for The Electricity Commission of New South Wales pursuant to a Delegation made on 5th June, 1963.

Signature of Transferor
Delegate of the Commission

Note (f)

Signed in my presence by the transferee who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signature of Transferee
Solicitor for C.P. Maley

TO BE COMPLETED BY LODGING PARTY Notes (g) and (h)

LODGED BY
D. C. MACLAREN & CO.,
Solicitors,
234 Merrylands Road, Merrylands 2160
DX 739 Phone 682-3777
Delivery Box Number 544 F

LOCATION OF DOCUMENTS

| CT | OTHER |
|---|---|
| | Stk Dem |

Herewith.
In R.G.O. with
Produced by

OFFICE USE ONLY

| Extra Fee | Checked by | REGISTERED 5-6-1981 |
|---|---|---|
| | RP3 | Registrar General |

CM
RP5

LP.
9-6-81

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RP 13
1978

(8) $168

## INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

If it is intended to create easements, covenants, &c., use forms RP13A, RP13B, RP13C as appropriate.

Rule up all blanks.

The following instructions relate to the SIDE NOTES on the form.

(a) Description of land:
- (i) TORRENS TITLE REFERENCE.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
- (ii) PART/WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
- (iii) LOCATION.—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Roos.

(b) Show the full name, address and occupation or description.

(c) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(d) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(e) In the memorandum of prior encumbrances, state only the registered number of any mortgage, lease, charge or writ to which this dealing is subject.

(f) Execution:

GENERALLY
- (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.
  The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature.
  Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY
- (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY
- (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION
- (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A. for letters of administration, &c.

OFFICE USE ONLY

DIRECTION: PROP
No. OF NAMES:

### FIRST SCHEDULE DIRECTIONS

| (A) FOLIO IDENTIFIER | (B) No. | (C) SHARE | (D) | (E) NAME AND DESCRIPTION |
|---|---|---|---|---|
| | | | | |

MPR 1985

### SECOND SCHEDULE & OTHER DIRECTIONS

| (F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER) | (G) DIRECTION | (H) NOTFN TYPE | (J) DEALING NUMBER | (K) DETAILS |
|---|---|---|---|---|
| 14081/19 etc (all refs) | ON | [illegible] | G379897 ~~S123456~~ | Easement is now vested in The Prospect County Council by Transfer S429274. Registered. (re 14317/111, 14184/69, 14099/237, 13974/88, 13974/85/84) |
| (NOP) on all other refs | ON | | Notification in Government Gazette 4-2-1955 Folios 299 & 300. | do do do (re 13870/239, 240, 243, 244, 14081/19, 14262/39, 40 & 41) |

NP 488 D. West, Government Printer

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J 484640 ~~R.P. [illegible]~~ EC 14 2 53

Lodgment
Endorsement
Certificate

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

H 950674

NEW SOUTH WALES NO STAMP DUTY IN PAYABLE ON THIS INSTRUMENT STAMP DUTY OFFICE

30 NOV 1961

£ 3 :10:

I, RUSSELL CHARLES LIVINGSTONE MOBBS of Castle Hill Orchardist

(herein called transferor )

being registered as the proprietor of an estate in *fee simple*

in the lands hereinafter described, subject, however to such encumbrances, liens and interests as are notified hereunder in consideration of TWENTY FIVE POUNDS

(£25.0s.0d. ) (the receipt whereof is hereby acknowledged) paid to me by THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD (herein called transferee) DO HEREBY (with the consent of Bank of New South Wales Mortgagee under Memorandum of Mortgage No. G.35764 dated 10th March 1954 testified by its joining in and executing these presents)

TRANSFER to the said transferee out of

ALL such my Estate and Interest in ALL THE lands mentioned in the Schedule following:—

| County. | Parish | Reference to Title | | | Description of Land (if part only). |
|---|---|---|---|---|---|
| | | Whole or Part. | Vol. | Fol. | |
| Cumberland ✓ | Field of Mars ✓ | Part ✓ | 6634 ✓ | 242 ✓ | Being the land shown site of easement 2¼ perches and 1 rood 33¾ perches on Deposited Plan No. 202631. ✓ |

an easement or right to use for the construction and maintenance of water supply works the surface and the subsoil or the undersurface of the said lands WITH full and free right and liberty for the transferee from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the said lands at such depths or levels below the surface thereof as the transferee shall think fit such pipe lines mains distributory reticulating and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required and to use such works for water supply purposes and to take up any such works and substitute in lieu thereof any new works AND with the right of support at all times of all such works

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as shall for the time being be in or upon the said lands AND for any of the purposes aforesaid to enter go return pass and repass upon along and over the said lands and make and sink excavations shafts and cuttings in and through the said lands and bring and place thereon and remove therefrom any such materials implements tools articles and things as the transferee shall think fit AND in relation to such easement and rights as are hereinbefore transferred to the transferee the transferor DOTH HEREBY COVENANT with the transferee (1) that the transferor will not place upon the said lands nor allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever and (2) that the transferor will not erect construct or place upon the said lands nor allow to be erected constructed or placed thereon any building or other structure whatever and that the transferor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said lands AND the transferor DOTH HEREBY FURTHER COVENANT with the transferee that the transferor will not without the prior consent and approval in writing of the transferee first had and obtained nor otherwise than in strict compliance with such conditions as the transferee may impose (a) make or allow to be made any alteration to the existing surface levels of the said lands by any means whatsoever and (b) lay down construct or place upon the said lands any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material and (c) park or place upon the said lands nor allow to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily so that they may be removed when necessary without undue delay AND the transferee DOTH HEREBY COVENANT with the transferor that whenever in exercise of any of the rights powers and authorities aforesaid it shall open or break up the surface of the said lands or damage any lawn garden or fencing of the transferor the transferee shall upon completion of such

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work reinstate and restore such lands lawn garden or fencing (as the case may be) to its former condition so far as shall be reasonably practicable.

ENCUMBRANCES, &c., REFERRED TO.

Subject to Section 604(2) of the Local Government Act 1919.
Easement and covenant. Deed registered No. 554 Book 2051.
Mortgage No. G.35764. Notice of Resumption No. G.379997.
Plan of Public Road G.9[illegible]31.

SIGNED at the day of 1961.

SIGNED in my presence by the transferor RUSSELL CHARLES LIVINGSTONE MORRIS who is personally known to me:

Solicitor
Parramatta

Transferor.

Accepted, and the Board hereby certifies this Transfer to be correct for the purposes of the Real Property Act.

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the twenty-second day of November 1961 AS WITNESS the hands of George Ernest Maunder and Thomas de Burgh two of the Members in whose presence the Seal was so affixed.

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H 950674

J 484640

LODGED BY: W. R. WOOLLEY,
Solicitor for the Board,
261 Pitt Street, Sydney.

Phone: 2-0648 Ext. 229.

Particulars entered in Register Book Vol 6634 Folio 243
the 29th day of October 1943 at 1
o'clock in the afternoon,

Registrar General

Memorandum of Transfer
and Grant of Easement for
Water Supply purposes.

W.7.1.6

M.P.D.

Req:R305541 /Doc:DL J484640 /Rev:04-Aug-1998 /NSW LRS /Pgs:ALL /Prt:04-Oct-2023 13:42 /Seq:5 of 5
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*CONSENT OF MORTGAGEE.*

*LODGED BY* W. R. SMOOTHEY
*Solicitor for the Board,*
341 *Pitt Street, Sydney*
*Phone:* 2-0648, *Extn.* 2[illegible]9.

I, BANK OF NEW SOUTH WALES,

*mortgagee under Mortgage No.* G35764 - - -

~~release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage~~
consents to the within Grant of Drainage Easement, but without prejudice to its rights powers and remedies under such mortgage against the Mortgagor personally and as regards the balance of the lands comprised th

~~Dated at~~ Signed for and on behalf of the Bank of New South Wales at ~~this~~ Sydney ~~day of~~ this thirty-first day of October, 1961. by ~~Signed in my presence~~

GEORGE WADE WATSON
and ALBERT MAITLAND DURLACHER JAMES
its duly constituted Attorneys
who are personally known to me.
~~who is personally known to me~~

Bank of New South Wales
~~day of~~ by its Attorneys ~~19~~ .

Assistant Chief Security Officer
and

JOINT STATE MANAGER, NEW SOUTH WALES
*Mortgagee.*

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument).

Memorandum where by the undersigned state that they have no notice of the revocation of the Power of Attorney registered No. 64793 Miscellaneous Register under the authority of which they have just executed the within consent.

Signed at Sydney the thirty-first day of October, 1961.

Signed in the presence of ---

| INDEXED | MEMORANDUM OF TRANSFER | DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing. |
|---|---|---|
| | | 1 |
| | | 2 |
| Checked by | Particulars entered in Register Book | 3 |
| | Volume Folio | 4 |
| | | 5 |
| Passed (in S.D.B.) by | | 6 |
| | | 7 |
| | the day of 19 at | |
| Signed by | minutes past c'clock in the noon. | |
| | Registrar-General. | |

Received Docs. Nos.

Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

PROGRESS RECORD

| | Initials | Date |
|---|---|---|
| Sent to Survey Branch | | |
| Received from Records | | |
| Draft written .. .. | | |
| Draft examined .. .. | | |
| Diagram prepared .. | | |
| Diagram examined .. | | |
| Draft forwarded .. | | |
| Supt. of Engrossers .. | | |
| Cancellation Clerk .. | | |

VOL. FOL.

## Annexure 7.
## Planning Certificate

THE HILLS SHIRE COUNCIL
3 Columbia Court, Norwest NSW 2153
PO Box 7064, Norwest 2153
ABN 25 034 494 656 | DX 9966 Norwest

# PLANNING CERTIFICATE UNDER SECTION 10.7(2) & (5)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

| | |
|---|---|
| Certificate Number: | **81427** |
| Reference: | 1462799:292392 |
| Issue Date: | 28 October 2025 |
| Receipt No: | 7990650 |
| Fee Paid: | $ 178.00 |

| | |
|---|---|
| ADDRESS: | Lot 5 DP 271416 Coonara Avenue, WEST PENNANT HILLS NSW 2125 |
| DESCRIPTION: | Lot 5 DP 271416 |

The land is zoned:

**Zone C2 Environmental Conservation**
**Zone R4 High Density Residential**
**Zone R3 Medium Density Residential**

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

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

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

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

**1 Names of relevant planning instruments and development control plans**

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

**Local Environmental Plans**

The Hills Local Environmental Plan 2019

**State Environmental Planning Policies**

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

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

Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land

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

**SEPP No.65 - Design Quality Of Residential Apartment Development**

**SEPP (Precincts-Central River City) 2021 –** Including but not limited to
Chapter 2 State significant precincts

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

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

**SEPP (Exempt and Complying Development Codes) 2008**

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

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

**SEPP (Housing) 2021**

**SEPP (Sustainable Buildings) 2022**

**Development Control Plans**

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

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

**Proposed Local Environmental Plans**

Proposed The Hills Local Environmental Plan 2019 (Amendment No.) applies to this land.

**Refer Attachment 1(2)**

**Proposed State Environmental Planning Policies**

No Proposed State Environmental Planning Policies apply to the land.

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

**Proposed Development Control Plans**

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

**Refer Attachment 1(2)**

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—
***proposed environmental planning instrument*** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

**2 Zoning and land use under relevant planning instruments**

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

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

The Hills Local Environmental Plan 2019 identifies the land to be:

**Zone C2 Environmental Conservation**
**Zone R4 High Density Residential**
**Zone R3 Medium Density Residential**

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

**Refer Attachment 2(b)**

(c) whether additional permitted uses apply to the land,

**YES**

**Refer Attachment 2(b)**

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

***The Hills Local Environmental Plan 2019?***

**YES**

Clause 4.1B of The Hills Local Environmental Plan 2019 provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R3 Medium Density Residential or R4 High Density Residential where it is undertaken as a single development application in conjunction with the subdivision of land.

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

**3 Contributions**

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

**THE HILLS SECTION 7.12**

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—

(a) the name of the region, and

**The Greater Sydney Region**

(b) the name of the Ministerial planning order in which the region is identified.

**Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024**

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

**NO**

(4) In this section— **continued 7.23 determination** means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and
(b) has not been repealed as provided by that part.
**Note—** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

**4 Complying development**

(1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
(a) a restriction applies to the land, but it may not apply to all of the land, and
(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

**Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code, Pattern Book Development Code and Greenfield Housing Code**

Complying development under the Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code, Pattern Book Development Code and Greenfield Housing Code **may not** be carried out on the land due to the following specific land exemption/s:

The land is identified by an environmental planning instrument as being within an ecologically sensitive area. Refer to the Land Zoning Map of the applicable instrument.

**Housing Alterations Code and General Development Code**

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

**Industrial and Business Buildings Code**

Complying development under the Industrial and Business Buildings Code **may not** be carried out on the land due to the following specific land exemption/s:

The land is identified by an environmental planning instrument as being within an ecologically sensitive area. Refer to the Land Zoning Map of the applicable instrument.

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

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

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

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

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

**5 Exempt development**

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
(a) a restriction applies to the land, but it may not apply to all of the land, and
(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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

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

**6 Affected building notices and building product rectification orders**

(1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land,

**NO**

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

**NO**

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

**NO**

(2) In this section—
***affected building notice*** has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.
***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017*.

**7 Land reserved for acquisition**

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy?***

**NO**

***Any proposed State Environmental Planning Policy?***

**NO**

**8 Road widening and road realignment**

Whether the land is affected by road widening or road realignment under—

(a) the *Roads Act 1993*, Part 3, Division 2, or

**NO**

(b) an environmental planning instrument, or

**NO**

(c) a resolution of the council.

**NO**

**9 Flood related development controls**

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

**YES**

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

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

(3) In this section—
***flood planning area*** has the same meaning as in the Flood Risk Management Manual.
***Flood Risk Management Manual*** means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
***probable maximum flood*** has the same meaning as in the Flood Risk Management Manual.

**10 Council and other public authority policies on hazard risk restrictions**

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—

***adopted policy*** means a policy adopted—
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

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

**i. Landslip**

a) By The Hills Local Environmental Plan 2019 zoning?

**NO**

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

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

**NO**

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

c) By The Hills Development Control Plan 2012 provision?

**NO**

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

**ii. Bushfire**

**YES**

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

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

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

**iii. Tidal Inundation**

**NO**

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

**iv. Subsidence**

**NO**

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

**v. Acid sulfate soils**

**NO**

**vi. Contamination**

**NO**

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

**vii. Aircraft noise**

**NO**

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

**viii. Salinity**

**NO**

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

**ix. Coastal hazards**

**NO**

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

**x. Sea level rise**

**NO**

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

**xi. Any other risk, other than flooding**

**NO**

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

## 11 Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

**YES**

The land is identified on Council's certified Bush Fire Prone Land map as being partly or wholly bush fire prone land. For details refer to the Bush Fire Prone Land map that can be viewed on Council's website at www.thehills.nsw.gov.au

## 12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

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

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

## 13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

**NO**

## 14 Paper subdivision information

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

**NO DEVELOPMENT PLAN APPLIES**

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

**NO SUBDIVISION ORDER APPLIES**

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

## 15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

**NO**

## 16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

**NO**

Note—
Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

**17 Biodiversity certified land**

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

**NO**

Note—
Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

**18 Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, but only if the council has been notified of the order.
**NO**

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

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

**NO**

(2) In this section—
***existing coastal protection works*** has the same meaning as in the *Local Government Act 1993*, section 553B.
Note—
Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

**20 Western Sydney Aerotropolis**

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

**NO**

(b) shown on the Lighting Intensity and Wind Shear Map, or

**NO**

(c) shown on the Obstacle Limitation Surface Map, or

**NO**

(d) in the "public safety area" on the Public Safety Area Map, or

**NO**

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

**NO**

**21 Development consent conditions for seniors housing**

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

**NO**

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

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
(a) the period for which the certificate is current, and
(b) that a copy may be obtained from the Department.

**NO**

(2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

**NO**

(4) In this section—
***former site compatibility certificate*** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

**23 Water or sewerage services**

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

**NO**

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced,

under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

**24 Special entertainment precincts**

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

**NO**

**Clause 59(2) Contaminated Land Management Act 1997**

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

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

**NO**

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

**NO**

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,
**NO**

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

**NO**

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

**NO**

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

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

**Note:**

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

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

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

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

**YES**
Part C Section 3 of The Hills Development Control Plan 2012 contain provisions for the control and management of actions in respect of trees and bushland.

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

**NO**

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

**NO**

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

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

**NO**

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

**YES**

Refer to Council's website www.thehills.nsw.gov.au to view the relevant The Hills Development Control Plan 2012 map sheet.

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

**YES**

Clause 5.10 (5) of The Hills Local Environmental Plan 2019 provides specific considerations for development in the vicinity of a heritage item or heritage conservation area.

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

**YES**

**3/2023/VPA**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

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**THE HILLS SHIRE COUNCIL**

**MICHAEL EDGAR**
**GENERAL MANAGER**

**Per:**

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

**ATTACHMENT 1(2)**

**PUBLIC EXHIBITION OF PLANNING PROPOSAL – ACTIVATING HIGH DENSITY RESIDENTIAL AREAS (9/2025/PLP)**

**DESCRIPTION:**

The planning proposal aims to allow for future development in the R4 High Density Residential zone to include active uses such as shops, restaurants, cafes and business premises, to a limited extent as part of the ground floor of the development. This will provide better access to these day-to-day conveniences for residents within high density residential areas and create more active, safe, vibrant and walkable communities.

In accordance with Council's resolution of 13 May 2025, the planning proposal seeks to amend The Hills Local Environmental Plan (LEP) 2019 to:

1. Introduce a new zone objective for the R4 High Density Residential zone that encourages ground floor activation of developments to improve the walkability and vibrancy of high density residential neighbourhoods;

2. Permit shops (excluding neighbourhood supermarkets), restaurants or cafes and business premises, with consent, in the R4 High Density Residential zone; and

3. Introduce a new local provision that applies to non-residential uses as part of mixed use developments in the R4 High Density Residential zone, restricting such uses to the ground floor of developments and limiting the total gross floor area of individual non-residential uses to 200m$^2$.

Draft amendments are also proposed to Part B Section 8 – Shop Top Housing and Mixed Use Development, Part C Section 1 – Parking and other sections of The Hills Development Control Plan (DCP) 2012 to ensure that the built form of development in the R4 High Density Residential zone is capable of supporting active uses in a manner sympathetic to residential amenity.

Council received a Gateway Determination for the planning proposal in August 2025. Delegation for making the Local Environmental Plan has been issued to Council under the Gateway Determination.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website www.thehills.nsw.gov.au under the 'Building' menu bar, then 'Application Tracking'.

**ATTACHMENT 2(b)**

**Zone C2 Environmental Conservation**

**1 Objectives of zone**

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

**2 Permitted without consent**

Nil

**3 Permitted with consent**

Environmental facilities; Environmental protection works; Oyster aquaculture; Research stations; Roads

**4 Prohibited**

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 3

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

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

**ATTACHMENT 2(b)**

**Zone R4 High Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage high density residential development in locations that are close to population centres and public transport routes.

**2 Permitted without consent**

Home businesses; Home occupations

**3 Permitted with consent**

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Home-based child care; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Shop top housing; Any other development not specified in item 2 or 4

**4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management

facilities; Water recreation structures; Water supply systems**;** Wharf or boating facilities; Wholesale supplies

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

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

**ATTACHMENT 2(b)**

**Zone R3 Medium Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage medium density residential development in locations that are close to population centres and public transport routes.

**2 Permitted without consent**

Home businesses; Home occupations

**3 Permitted with consent**

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home-based child care; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

**4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems**;** Wharf or boating facilities; Wholesale supplies

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

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

## 2.5 Additional permitted uses for particular land

(1) Development on particular land that is described or referred to in Schedule 1 may be carried out:
(a) with development consent, or
(b) if the Schedule so provides—without development consent,
in accordance with the conditions (if any) specified in that Schedule in relation to that development.

(2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

## Schedule 1 Additional permitted uses

(Clause 2.5)

### 1 Use of certain land at Rouse Hill Regional Centre, Rouse Hill

(1) This clause applies to land at Rouse Hill Regional Centre, Rouse Hill, shown as "Item 2" on the Additional Permitted Uses Map.

(2) Development for a purpose shown in Column 2 of the Table to this item is permitted with development consent in a zone shown opposite in Column 1, subject to any condition shown opposite in Column 3.

| Column 1 | Column 2 | Column 3 |
|---|---|---|
| Zone R3 Medium Density Residential | Residential flat buildings<br>Shop top housing<br>Business premises | In conjunction with shop top housing |
| Zone R4 High Density Residential | Business premises | In conjunction with shop top housing |
| Zone MU1 | Attached dwellings<br>Multi dwelling housing | |

### 2 Use of certain land at Samantha Riley Drive, Kellyville

(1) This clause applies to certain land at Kellyville, being:
(a) 301 Samantha Riley Drive, comprising Lots 101 and 103, DP 1122070, and
(b) part of drainage reserves fronting Samantha Riley Drive, comprising part of Lot 192, DP 1249550, part of Lot 1, DP 1184376 and part of Lot 1, DP 1028391, shown as "Item 3" on the Additional Permitted Uses Map.

(2) Development for the purposes of shops is permitted with development consent.

(3) Development consent under subclause (2) may only be granted if the retail floor space on the site is no more than 1,900m².

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

(1) This clause applies to certain land at Beaumont Hills, being:

(a) part of 1-3 Wilkins Avenue, comprising part of Lot 101, DP 1124350, and

(b) RMB 104 Windsor Road, comprising Lot 7, DP 13822, and

(c) RMB 104A Windsor Road, comprising Lot 80, DP 1014622, and

(d) RMB 105 Windsor Road, comprising Lot 104, DP 1124350,

shown as "Item 4" on the Additional Permitted Uses Map.

(2) Development for the purposes of a garden centre and landscaping material supplies is permitted with development consent.

**4 (Repealed)**

**5 Use of certain land at Solent Circuit, Norwest**

(1) This clause applies to that part of land at 11-13 Solent Circuit, Norwest, comprising Lot 5074, DP 1003042, that is zoned SP2 Infrastructure, shown as "Item 6" on the Additional Permitted Uses Map.

(2) Development for the purposes of building identification signs, business identification signs, commercial premises or residential flat buildings is permitted with consent.

**6 Use of certain land within Bella Vista Station Precinct in Zone SP4**

(1) This clause applies to certain land within the Bella Vista Station Precinct that is in Zone SP4, shown as "Item 7" on the Additional Permitted Uses Map.

(2) Development for the purposes of a market is permitted with development consent.

(3) Development for the purpose of a shop with a gross floor area not exceeding 2,500m$^2$ is permitted with development consent.

**7 Use of certain land at 74 O'Briens Road, Cattai**

(1) This clause applies to land at 74 O'Briens Road, Cattai, being Lot 28, DP 270416, shown as "Item 8" on the Additional Permitted Uses Map.

(2) Development for the purpose of dwelling houses is permitted with development consent.

(3) Development consent under this clause may only be granted if the consent authority is satisfied that:

(a) the development will not result in the erection of more than 300 dwelling houses on the land to which this clause applies, and

(b) no dwelling house will be erected on a lot with a lot size of less than 450 square metres.

(4) Development consent must not be granted for development under this clause unless a development control plan that provides for the phasing of development has been prepared for the land.

**8 Use of certain land at Commercial Road, Rouse Hill**

(1) This clause applies to certain land at Commercial Road, Rouse Hill, being part of Lot 5, DP 30916, that is in Zone R1 General Residential, shown as "Item 9" on the Additional Permitted Uses Map.

(2) Development for the purposes of shops is permitted with development consent.

(3) Development consent under subclause (2) may only be granted if the retail floor space on the site is no more than 1,700m$^2$.

**9 Use of certain land at 6 McCausland Place, Kellyville**

(1) This clause applies to land at 6 McCausland Place, Kellyville, being Lot 1, DP 1273532, shown as "Item 10" on the Additional Permitted Uses Map.

(2) Development for the purposes of a residential flat building is permitted with development consent.

(3) Development consent under subclause (2) may only be granted if the number of dwellings contained, or proposed to be contained, in the residential flat building does not exceed 20.

**10 Use of certain land at 26-30 Norbrik Drive, Bella Vista**

(1) This clause applies to land at 26-30 Norbrik Drive, Bella Vista, being Lot 1, DP 1217654, shown as "Item 11" on the Additional Permitted Uses Map.

(2) Development for the purposes of seniors housing is permitted with development consent.

**11 Use of certain land at 2 Natura Rise, Norwest**

(1) This clause applies to land at 2 Natura Rise, Norwest, being SP 97750, shown as "Item 13" on the Additional Permitted Uses Map.

(2) Development for the following purposes is permitted with development consent:

(a) restaurants or cafes, but only if the total maximum gross floor area of all restaurants and cafes on the land does not exceed 200m$^2$,

(b) business premises or shops, but only if the total maximum gross floor area of all business premises and shops on the land does not exceed 200m$^2$.

## 12 Use of certain land at 522 Windsor Road, Baulkham Hills

(1) This clause applies to land at 522 Windsor Road, Baulkham Hills, being Lot 533, DP 773889 and Lot 22, DP 1075051, shown as "Item 14" on the Additional Permitted Uses Map.

(2) Development for the purposes of seniors housing and associated restaurants or cafes, shops or business premises is permitted with development consent.

(3) Development consent under this clause may only be granted if:
- (a) the number of beds contained in a residential care facility that is part of the development does not exceed 120, and
- (b) the number of self-contained dwellings contained in the development does not exceed 70, and
- (c) the gross floor area of any restaurant or cafe, shop or business premises contained in the development is no more than 100m$^2$, with a maximum combined gross floor area of no more than 300m$^2$.

## 13 Use of certain land at Fullers Road and Old Northern Road, Glenhaven

(1) This clause applies to certain land at Glenhaven, being:
- (a) 2 and 2a Fullers Road, being Lots 1 and 2, SP 46522, and
- (b) 434 Old Northern Road, being Lot 1, DP 369807,

shown as "Item 15" on the Additional Permitted Uses Map.

(2) Development for the purposes of seniors housing is permitted with development consent if the seniors housing comprises no more than 9 self-contained dwellings.

## 14 Use of certain land within Bella Vista Station Precinct and Kellyville Station Precinct in Zone SP2

(1) This clause applies to certain land within the Bella Vista Station Precinct and the Kellyville Station Precinct that is in Zone SP2 Infrastructure, shown as "Item 20" on the Additional Permitted Uses Map.

(2) Development for the purposes of an environmental facility or a recreation area is permitted with development consent.

## 15 Use of certain land within Bella Vista Station Precinct and Kellyville Station Precinct in Zones R1 and R4

(1) This clause applies to certain land within the Bella Vista Station Precinct and the Kellyville Station Precinct that is in Zone R1 General Residential and Zone R4 High Density Residential, shown as "Item 21" on the Additional Permitted Uses Map.

(2) Development for the purposes of an exhibition village or recreation facility (outdoor) is permitted with development consent.

## 16 (Repealed)

## 17 Use of certain land at 55 Coonara Avenue, West Pennant Hills

(1) This clause applies to certain land at 55 Coonara Avenue, West Pennant Hills, being parts of Lot 61, DP 737386, that is in Zone C2 Environmental Conservation, shown as "Item 23" and "Item 24" on the Additional Permitted Uses Map.

(2) Development for the purposes of recreation areas or recreation facilities (indoor) is permitted with development consent on the land shown as "Item 23".

(3) Development for the following purposes is permitted with development consent on the land shown as "Item 24"-
(a) building identification signs,
(b) kiosks,
(c) recreation areas,
(d) restaurants or cafes, but only if the gross floor area of any restaurant or café on the land does not exceed 50 square metres.

**18 Use of certain land at 40 Solent Circuit, Norwest**

(1) This clause applies to land at 40 Solent Circuit, Norwest, being Lot 2107, DP 1216268, shown as "Item 12" on the Additional Permitted Uses Map.

(2) Development for the following purposes is permitted with development consent—
(a) business premises, but only if the total gross floor area of all business premises on the land does not exceed 1,500m2,
(b) recreation facilities (indoor), but only if the total gross floor area of all recreation facilities (indoor) on the land does not exceed 1,500m2,
(c) restaurants or cafes, but only if the total gross floor area of all restaurants and cafes on the land does not exceed 500m2,
(d) shops, but only if the total gross floor area of all shops on the land does not exceed 1,000m2.

**19 Use of certain land at 25–31 Brookhollow Avenue, Norwest**

(1) This clause applies to 25–31 Brookhollow Avenue, Norwest, Lot 71, DP 1252765, identified as "Item 25" on the Additional Permitted Uses Map.

(2) Development for the purposes of neighbourhood supermarkets is permitted with development consent if the gross floor area of all neighbourhood supermarkets on the land is no more than 1,000m2.

**20 Use of certain land for residential flat buildings**

(1) This clause applies to land in Zone E1 identified as item "26" on the Additional Permitted Uses Map.

(2) Development for the purposes of residential flat buildings is permitted with development consent.

**21 Use of certain land at 346–350 Old Northern Road, Castle Hill**

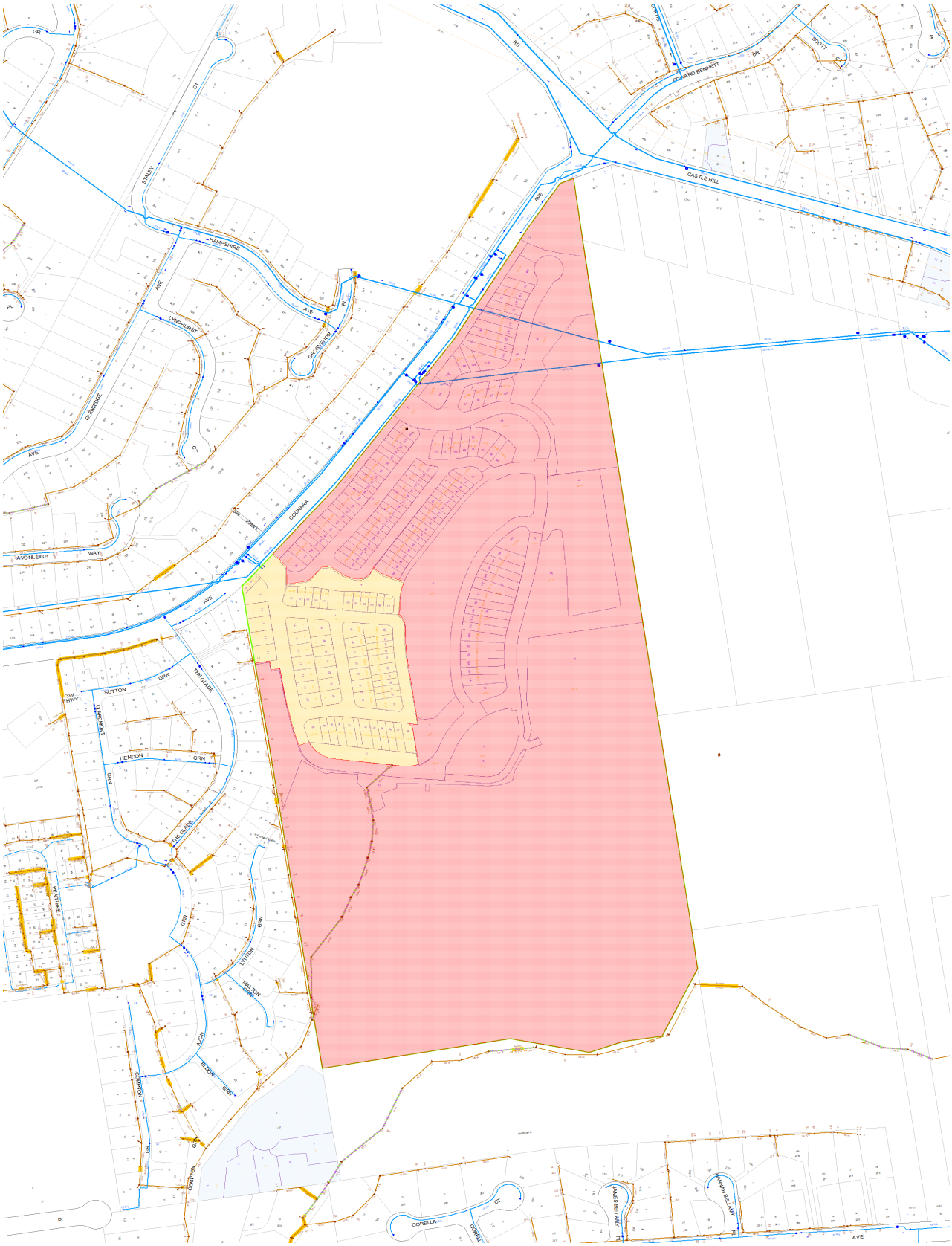
..(1) This clause applies to Lot 503, DP 1048808, 346–350 Old Northern Road, Castle Hill, identified as "Item 29" on the Additional Permitted Uses Map.

(2) Development for the purposes of seniors housing is permitted with development consent

## Annexure 8.
## Sewer Service Diagram

# Service Location Print

Application Number: 8004761584




Document generated at 28-10-2025 01:11:52 PM

**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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

### Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

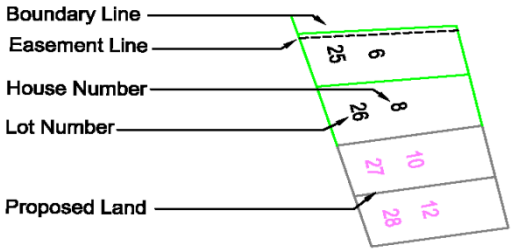
### Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

### Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

### Property Details




Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

### Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale 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

### Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

**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**.

## Pipe Types

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

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

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

**Disclaimer**
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

28 October 2025

**Infotrack Pty Limited**

**Reference number:** **8004761576**

**Property address:** **Lot 5 Coonara Ave West Pennant Hills NSW 2125**

## Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

**The Sydney Water team**

# Annexure 9.
# Standard Requisitions

# RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

---

**Possession and tenancies**

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
   (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
   (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

**Title**

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

**Adjustments**

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

**Survey and building**

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
   (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the

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*Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

16.

(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

17. If a swimming pool is included in the sale:

(a) did its installation or construction commence before or after 1 August 1990?

(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?

(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;

(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?

(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;

(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

18.

(a) To whom do the boundary fences belong?

(b) Are there any party walls?

(c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?

(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

**Affectations/Benefits**

19.

(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (iii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

20. Is the vendor aware of:

(a) any road, drain, sewer or storm water channel which intersects or runs through the land?

(b) any dedication to or use by the public of any right of way or other easement over any part of the land?

(c) any latent defects in the Property?

21. Has the vendor any notice or knowledge that the Property is affected by the following:

(a) any resumption or acquisition or proposed resumption or acquisition?

(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?

(d) any sum due to any local or public authority? If so, it must be paid prior to completion.

(e) any realignment or proposed realignment of any road adjoining the Property?

(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

23.

(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?

(b) If so, do any of the connections for such services pass through any adjoining land?

(c) Do any service connections for any other property pass through the Property?

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

**Capacity**

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.

27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.

28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

29. Searches, surveys and enquiries must prove satisfactory.

30. The purchaser reserves the right to make further requisitions prior to completion.

31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

**Off the plan contract**

32. If the Contract is an off the plan contract:

(a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.

(b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.

(c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

(d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?

(e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

## Annexure 10.
## Draft Community Plan Instrument

**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:** | Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____ dated _____ |
| **Full name and address of the owner of the Land:** | **Mirvac Projects (Retail and Commercial) Pty Limited** ACN 151 466 241 of Level 28, 200 George Street, Sydney NSW 2000 |

**Drafting note: The easements, covenants and restrictions including the terms in this document are subject to approval of Council and relevant Authorities. Changes may be required.**

## Part 1 (Creation)

***[Drafting Note 1: where Part 1 refers to "Community Property", the relevant easement, covenant or restriction will be created over Lot 1 and/or the relevant Community Development Lots which are intended to be ultimately converted to Community Property and form part of Lot 1.]***

***[Drafting Note 2: where Part 1 refers to "Precinct Development Lots", the relevant easement, covenant or restriction is intended to be created over all Precinct Development Lots within the subsidiary Precinct Scheme in the Community Scheme and may be created on this plan or other plans and instruments]***

***[Drafting Note 3: the easements, covenants and restrictions in this instrument are intended to be created and registered progressively and in stages and will be created by a number of plans and instruments]***

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement for Water Supply Purposes | Community Property | Sydney Water |
| 2 | Easement for Access and Drainage | Community Property | Sydney Water |

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 3 | Positive Covenant | Community Property | Sydney Water |
| 4 | Easement for Sewerage Purposes | Community Property | Sydney Water |
| 5 | Easement for Padmount Substation | Community Property and Lot 6 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 6 | Easement for Underground Cables and/or Street Lighting | Community Property and Lot 6 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 7 | Right of Access | Community Property and Lot 6 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 8 | Restrictions on Use of Land | Community Property and Lot 6 | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 9 | Easements for Authority Services | Community Property | Jemena, NBN and Telstra |
| 10 | Easement for Public Access | Community Property | Council |
| 11 | Easement for Public Access for Passive Recreation Purposes | Community Property (being Lots 3,4,13,15 & 18) | Council |

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 12 | Easement for Drainage of Water | Community Property | Council |
| 13 | Easement for Overland Flow | Community Property | Council |
| 14 | Easement for Detention and/or Retention of Stormwater | Community Property | Council |
| 15 | Restrictions on the Use of Land [OSD and OSR] | Community Property | Council |
| 16 | Positive Covenant [OSD and OSR] | Community Property | Council |
| 17 | Easement for Drainage of Water | Community Property | Lots 2, 6, 10 & 16 |
| 18 | Easement for Services | Community Property | Lots 2, 6, 10 & 16 |
| 19 | Easement for Encroachment | Community Property (being Lots 4, 7 & 8)<br><br>Lot 6 | Lot 6<br><br>Community Property |
| 20 | Easement for Overhang | Community Property | Lots 2, 6, 10 & 16 |
| 21 | Easement for Support of Retaining Walls | Lots 2, 6, 10 & 16 | Community Property |
| 22 | Positive Covenant for Maintenance and Repair | Community Property | Lots 2, 6, 10 & 16 |

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 23 | Easement for Drainage and Services | Community Property (being Lot 15) and 2 | [Lots within The Glade Subdivision – DP285361 and DP285530] |
| 24 | Easement for Access for Forestry Purposes | Community Property | NSW Forestry Corporation |
| 25 | Easement for Crane Jib Swing | Community Property, 2 & 10 | Lot 6 |
| 26 | Easement for Construction Operation Purposes | Community Property | Lots 2, 6, 10 & 16 |
| 27 | Easement for Connection to Services | Community Property | Lots 2, 6, 10 & 16 |
| 28 | Restriction on the Use of Land [APZ] | Community Property, Lots 2, 6, 10 & 16 | Council |
| 29 | Restriction on the Use of Land [VMP] | Community Property | Council |
| 30 | Positive Covenant [APZ] | Community Property, Lots 2, 6, 10 & 16 | Council |
| 31 | Positive Covenant [VMP] | Community Property | Council |
| 32 | Restriction on the Use of Land [Rainwater Tanks – DA condition] | Precinct Development Lots | Council |

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 33 | Restriction on the Use of Land [Water Sensitive Urban Design – DA condition] | Lot 5 | Council |
| 34 | Positive Covenant [Water Sensitive Urban Design – DA condition] | Lot 5 | Council |
| 35 | Positive Covenant [Keeping of animals – DA condition] | Precinct Development Lots | Council |
| 36 | Restriction on the Use of Land [Use of SGARS Poisons for Pest Control – DA condition] | Precinct Development Lots | Council |
| 37 | Positive Covenant [Fauna friendly fencing – DA condition] | Community Property & Precinct Development Lots | Council |
| 38 | Restriction on the Use of Land [residue Lot – DA condition] | Lot 5 | Council |
| 39 | Positive Covenant [Onsite Waste Collection – DA condition] | Community Property | Council |
| 40 | Restriction on the Use of Land [Bedroom Numbers – DA condition] | Precinct Development Lots | Council |

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____
dated _____

## Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

**Act** means the *Conveyancing Act 1919* (NSW).

**Authorised User** means

(a) If the Grantee is a Community Association, Precinct Association or Owners Corporation, each registered proprietor of a lot in that Community Scheme, Precinct Scheme or Strata Scheme, and any occupier or lessee of that lot as authorised by the Community Association, Precinct Association or Owners Corporation;

(b) the Grantee's lessees, sub-lessees, employees, agents, contractors and licensees (including the lessee's employees, agents, contractors and licensees) and invitees of the Grantee; and

(c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Common Boundary** means a boundary shared by a Lot Burdened and a Lot Benefited.

**Community Association** means the committee appointed under a Management Statement.

**Community Facilities** has the meaning given to that term in the Management Statement.

**Community Plan** means a community plan registered under the Development Act.

**Community Scheme** means a community scheme created on registration of a Community Plan.

**Council** means The Hills Shire Council or its successor.

**Detention and Retention System** means in relation to the Lot Burdened the stormwater drainage detention and retention basin or re-use tank constructed or to be constructed on the Lot Burdened in accordance with the requirements of Council including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain, to retain and re-use and control stormwater located on any part of the Lot Burdened.

**Development Act** means the *Community Land Development Act 2021* (NSW).

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

**EPBC Act** means the Environment Protection and Biodiversity Conservation Act 1999 (Cth).

**EPBC Approval** means the notification of approval for Coonara Residential Development, West Pennant Hills, NSW with EPBC ref 2023/09508 issued by the Department of Climate Change, Energy, the Environment and Water.

**Footings** means the footings of the Retaining Wall.

**Future Services** means any pipes, poles, wires, cables, conduits, structures and equipment or other services including:

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, electricity, artificially heated or cooled air or oil;

(b) the provision of sewage and drainage;

(c) firefighting services;

(d) transmission by, radio, television, satellite or other means;

(e) transmission by telephone or internet;

(f) telecommunication services;

(g) Security Services; and

(h) any other facility, supply or transmission.

**Grantee** means:

(a) the registered proprietor of a Lot Benefited;

(b) if, from time to time:

(i) a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme; or

(ii) a Precinct Scheme exists in respect of a Lot Benefited, the Precinct Association in respect of that Precinct Scheme; or

(iii) a Community Scheme exists in respect of a Lot Benefited, the Community Association in respect of that Community Scheme; and

(c) an Authority Benefited.

**Grantor** means:

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……

draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time:

(i) a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme; or

(ii) a Precinct Scheme exists in respect of a Lot Burdened, the Precinct Association in respect of that Precinct Scheme; or

(iii) a Community Scheme exists in respect of a Lot Burdened, the Community Association in respect of that Community Scheme.

**Harm** means to cause any measurable direct or indirect disturbance or deleterious change as a result of any activity associated with the development of the Community Scheme.

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

**Instrument** means this section 88B instrument.

**Lot** means a lot in the Plan.

**Lot Benefited** means the whole or any part of a lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Management Act** means the *Community Land Management Act 2021* (NSW).

**Management Statement** means a community management statement registered on a lot in the Plan.

**Owners Corporation** means the owners corporation constituted upon registration of a Strata Plan.

**Plan** means the plan to which this Instrument relates.

**Precinct Association** means the committee of the Precinct Scheme appointed under a precinct management statement for a Precinct Scheme.

**Precinct Plan** means a precinct plan registered under the Development Act.

**Precinct Scheme** means a precinct scheme created on registration of a Precinct Plan.

**Protected Matter** means a matter protected under a controlling provision in Part 3 of the EPBC Act for which the EPBC Approval has effect.

**Retaining Wall** means the retaining wall on or adjacent to a Common Boundary.

**Security Services** means services by any means for the prevention of any threat to the security or safety of a Grantee, Grantor or a Lot.

**Service** includes:

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, electricity, artificially heated or cooled air or oil;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(b) the provision of sewage and drainage;

(c) firefighting services;

(d) transmission by, radio, television, satellite or other means;

(e) transmission by telephone or internet;

(f) telecommunication services;

(g) Security Services; and

(h) any other facility, supply or transmission.

**Strata Plan** means a strata plan registered under the *Strata Schemes Development Act 2015* (NSW).

**Strata Scheme** means a strata scheme created on registration of a Strata Plan.

**Structure** means building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornaments.

**Vegetation Management Plan** means the vegetation management plan prepared by Cumberland Ecology dated 27 March 2024 relating to the Community Scheme, as may be reviewed and updated from time to time.

The word "**includes**" in any form is not a word of limitation.

**1. TERMS OF EASEMENT FOR WATER SUPPLY PURPOSES NUMBERED 1 IN THE PLAN**

An easement for water supply purposes is created in the terms set out in registered Memorandum AE292281 filed in the office of NSW Land Registry Services.

**2. TERMS OF EASEMENT FOR ACCESS AND DRAINAGE NUMBERED 2 IN THE PLAN**

An easement for access and drainage is created in the terms set out in Part 2 of registered Memorandum 5736755 filed in the office of NSW Land Registry Services.

**3. TERMS OF POSITIVE COVENANT NUMBERED 3 IN THE PLAN**

A positive covenant is created in the terms set out in Part 3 of registered Memorandum 5736755 filed in the office of NSW Land Registry Services.

**4. TERMS OF EASEMENT FOR SEWERAGE PURPOSES NUMBERED 4 IN THE PLAN**

An easement for sewerage purposes is created in the terms set out in registered Memorandum AE292294 filed in the office of NSW Land Registry Services.

**5. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION NUMBERED 5 IN THE PLAN**

(a) In this Easement:

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(i) **Electrical Equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

(ii) **Services** means overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(b) The Grantee may:

(i) Install Electrical Equipment within the Easement Site;

(ii) excavate the Easement Site to Install the Electrical Equipment;

(iii) use the Electrical Equipment for the transmission of electricity;

(iv) 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;

(v) trim or remove any vegetation from the Lot Burdened that interferes with or prevents reasonable access to the Easement Site or the Electrical Equipment;

(vi) 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.

(c) In exercising its rights under this Easement, the Grantee 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.

(d) The Grantor agrees to obtain the written consent of the Grantee, and comply with any conditions of consent reasonably imposed by the Grantee, prior to:

(i) installing or permitted to be installed any Services or structure within the Easement Site; or

(ii) altering the surface level of the Easement Site; or

(iii) doing or permitted to be done anything that restricts access to the Easement Site by the Grantee.

(e) Notwithstanding any other provision in this Easement, the Grantor grants the Easement to the Grantee and acknowledges and agrees that any lessee of the Grantee's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the Grantee as if

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

that lessee or nominee were the Grantee, but only for so long as the lessee leases the Grantee's distribution system from the Grantee.

(f) The Grantor must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the Grantee.

**Name of authority whose consent is required to release, vary or modify easement numbered 6 in the Plan**

Epsilon Distribution Ministerial Holding Corporation

**6. TERMS OF EASEMENT FOR UNDERGROUND CABLES AND/OR STREET LIGHTING NUMBERED 6 IN THE PLAN**

(a) In this Easement:

(i) **Electrical Equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street lighting equipment, communications cable, and ancillary equipment.

(ii) **Services** means overhead and underground gas, telephone, communications, water, sewage, and drainage services.

(b) The Grantee may:

(i) Install Electrical Equipment within the Easement Site;

(ii) excavate the Easement Site to Install the Electrical Equipment;

(iii) use the Electrical Equipment for the transmission of electricity;

(iv) 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;

(v) 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

(vi) 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.

(c) In exercising its rights under this Easement the Grantee 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.

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(d) The Grantor agrees to obtain the written consent of the Grantee, and comply with any conditions of consent reasonably imposed by the Grantee, prior to:

(i) installing or permitted to be installed any Services or structure within the Easement Site; or

(ii) altering the surface level of the Easement Site; or

(iii) doing or permitted to be done anything that restricts access to the Easement Site by the Grantee.

(e) Notwithstanding any other provision in this Easement, the Grantor grants the Easement to the Grantee and acknowledges and agrees that any lessee of the Grantee's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the Grantee as if that lessee or nominee were the Grantee, but only for so long as the lessee leases the Grantee's distribution system from the Grantee.

(f) The Grantor must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the Grantee.

**Name of authority whose consent is required to release, vary or modify easement numbered 6 in the Plan**

Epsilon Distribution Ministerial Holding Corporation

**7. TERMS OF RIGHT OF ACCESS NUMBERED 7 IN THE PLAN**

(a) The Grantee may:

(i) by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, duties or functions; and

(ii) do anything reasonably necessary for passing across the Easement Site, including:

(A) entering the Lot Burdened; and

(B) taking anything onto the Lot Burdened; and

(C) carrying out work within the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

(b) In exercising its rights under this Easement, the Grantee must:

(i) ensure all work is done properly;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(ii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iii) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(iv) restore the Lot Burdened as nearly as is practicable to its former condition; and

(v) make good any collateral damage.

(c) Notwithstanding any other provision in this Easement, the Grantor grants the Easement to the Grantee and acknowledges and agrees that any lessee of the Grantee's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the Grantee as if that lessee or nominee were the Grantee, but only for so long as the lessee leases the Grantee's distribution system from the Grantee.

(d) The Grantor must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the Grantee.

**Name of authority whose consent is required to release, vary or modify easement numbered 7 in the Plan**

Epsilon Distribution Ministerial Holding Corporation

**8. TERMS OF RESTRICTION ON USE OF LAND NUMBERED 8 IN THE PLAN**

(a) In this restriction:

(i) **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;

(ii) **building** means a substantial structure with a roof and walls and includes any projections from the external walls; and

(iii) **erect** includes construct, install, build and maintain.

(b) The 120/120/120 fire rating and 60/60/60 fire rating must be achieved without the use of fire fighting systems such as automatic sprinklers.

(c) No doors or opening windows are permitted to be erected within the Easement Site on the external surface of a building within 3 metres from the substation footing.

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(d) Notwithstanding any other provision in this Easement, the Grantor grants the Easement to the Grantee and acknowledges and agrees that any lessee of the Grantee's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the Grantee as if that lessee or nominee were the Grantee, but only for so long as the lessee leases the Grantee's distribution system from the Grantee.

(e) The Grantor must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the Grantee.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 8 in the Plan**

Epsilon Distribution Ministerial Holding Corporation

**9. TERMS OF EASEMENT FOR AUTHORITY SERVICES NUMBERED 9 IN THE PLAN.**

(a) The Grantee and its Authorised Users may:

(i) use the Lot Burdened, but only within the Easement Site, to install and provide Future Services together with the right to use that part of the Lot Burdened reasonably required to lay pipes, wires, cables and conduits ("**pipes and cables**") to and from the Easement Site necessary for the operation of any Future Services provided the pipes and cables will not unreasonably interfere with the use and enjoyment of the Lot Burdened; and

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

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work, such as constructing, placing, repairing or maintaining the Future Services and pipes and cables.

(b) The Grantee must keep the Future Services and any pipes and cables in good repair and safe condition.

(c) In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(i) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of any person authorised by it to exercise the rights granted under this Easement; and

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(ii) ensure that the work is fit for purpose and safe;

(iii) ensure all work is done properly and in good and workmanlike manner;

(iv) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(v) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(vi) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vii) make good any collateral damage.

**10. TERMS OF EASEMENT FOR PUBLIC ACCESS NUMBERED 10 IN THE PLAN**

(a) The Grantee and its Authorised Users may pass and repass across Easement Site at all times:

(i) with or without vehicles; and

(ii) on foot or with wheelchairs or other disabled access aids with or without animals,

for all lawful purposes.

(b) In exercising the powers granted under this Easement, a Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and

(ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(iii) make good any collateral damage.

(c) Where the Grantee is an Authority Benefited, the Authorised Users under this easement includes members of the public.

(d) The provisions of a Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

**11. TERMS OF EASEMENT FOR PUBLIC ACCESS FOR PASSIVE RECREATION PURPOSES NUMBERED 11 IN THE PLAN**

(a) The Grantee and its Authorised Users may pass and repass across the Easement Site and use the Easement Site for passive recreation purposes at all times on foot or with wheelchairs or other disabled access aids with or without animals for all lawful purposes.

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(b) In exercising the powers granted under this Easement, a Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and

(ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(iii) make good any collateral damage.

(c) Where the Grantee is an Authority Benefited, the Authorised Users under this easement includes members of the public.

**12. TERMS OF EASEMENT FOR DRAINAGE OF WATER NUMBERED 12 IN THE PLAN**

An Easement for Drainage of Water set out in Schedule 4A Part 7 of the Conveyancing Act 1919 (as amended) is created.

**13. TERMS OF EASEMENT FOR OVERLAND FLOW NUMBERED 13 IN THE PLAN**

(a) The Grantee and its Authorised Users are granted the full and free right to discharge overland flow of stormwater across and to the overland flow path constructed or to be constructed within the Easement Site.

(b) The Grantor covenants with the Grantee that it shall not:

(i) erect, construct or place any building or other structure on; and

(ii) make alterations to the ground surface levels of,

the overland flow path (once constructed) within the Easement Site.

**14. TERMS OF EASEMENT FOR DETENTION OR RETENTION OF STORMWATER NUMBERED 14 IN THE PLAN**

(a) The Grantee and its Authorised Users are granted the full and free right to discharge overland flow of stormwater to Detention and Retention System within the Easement Site.

(b) The Grantor will in respect of the Detention and Retention System:

(i) permit stormwater runoff to be temporarily detained, retained and re-used by the Detention and Retention System;

(ii) keep the Detention and Retention System clean and free from all silt, rubbish and debris;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(iii) maintain and repair the Detention and Retention System so that it functions in a safe and efficient manner;

(iv) replace, maintain, repair, alter and renew the whole or parts of the Detention and Retention System within the time and in the manner specified in a written notice issued by Council;

(v) carry out the matters referred to in paragraphs (b) to (d) above at the Grantor's expense;

(vi) not make any alterations to the Detention and Retention System or elements thereof without prior consent in writing from Council;

(vii) erect, construct or place any building or other structure on; and

(viii) make alterations to the ground surface levels of,

the overland flow path (once constructed) within the Easement Site.

**Name of authority whose consent is required to release, vary or modify easement numbered 14 in the Plan**

Council

**15. TERMS OF RESTRICTIONS ON THE USE OF LAND NUMBERED 17 IN THE PLAN**

(a) The Grantor shall not make or permit or suffer the making of any alterations to any System which is, or shall be, constructed on the Lot Burdened without the prior consent in writing of Council.

(b) In this Easement:

(i) **System** means the on-site detention system within the Easement Site including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace credit is claimed against the storage volumes) and surfaces designed to temporarily detain water as well as all surfaces graded to direct stormwater to the temporary storage, which is detailed on the plans approved by Barker Ryan Stuart as Subdivision Works Certificate Ref 220526SW03 dated 22 November 2023.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 17 in the Plan**

Council

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

**16. TERMS OF POSITIVE COVENANT NUMBERED 16 IN THE PLAN**

(a) The Grantor must:

(i) keep the System clean and free from silt, rubbish and debris;

(ii) maintain and repair the System at the sole expense of the Grantor so that it functions in a safe and efficient manner;

(iii) permit the Council from time to time upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter and inspect the Easement Site for compliance with the requirements of this covenant; and

(iv) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

(b) Without limiting its powers under Section 88F(3) of the Act the Council shall have the following additional powers:

(i) In the event that the Grantor fails to comply with the terms of any written notice issued by Council as set out above, the Council or its Authorised Users may enter the Lot Burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 16(a)(iv) ("**Work**").

(ii) The Council may recover from the Grantor in a Court of competent jurisdiction:

(A) any expense reasonably incurred by it in exercising its powers under clause 16(b)(i). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work; and

(B) legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

(c) This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

**Name of authority whose consent is required release, vary or modify easement numbered 16 in the Plan**

Council

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

**17. TERMS OF EASEMENT FOR DRAINAGE OF WATER NUMBERED 17 IN THE PLAN**

An Easement for Drainage of Water set out in Schedule 4A Part 7 of the Conveyancing Act 1919 (as amended) is created.

**18. TERMS OF EASEMENT FOR SERVICES NUMBERED 18 IN THE PLAN**

(a) The Grantee and its Authorised Users may:

(i) use the Lot Burdened, but only within the Easement Site, to install and provide Services together with the right to use that part of the Lot Burdened reasonably required to lay pipes, wires, cables and conduits ("**pipes and cables**") to and from the Easement Site necessary for the operation of any Services provided the pipes and cables will not unreasonably interfere with the use and enjoyment of the Lot Burdened; and

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

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work, such as constructing, placing, repairing or maintaining the Services and pipes and cables.

(b) The Grantor must keep the Services and any pipes and cables in good repair and safe condition.

(c) In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(i) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of any person authorised by it to exercise the rights granted under this Easement;

(ii) ensure that the work is fit for purpose and safe;

(iii) ensure all work is done properly and in good and workmanlike manner;

(iv) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(v) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(vi) restore the Lot Burdened as nearly as is practicable to its former condition; and

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(vii) make good any collateral damage.

(d) A Management Statement may include provisions in respect of the installation and use of Future Services.

(e) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(f) The provisions of a Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

**19. TERMS OF EASEMENT FOR ENCROACHMENT NUMBERED 19 IN THE PLAN**

(a) The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to use the Easement Site for the purpose of installing, maintaining and replacing the Encroaching Structure in the Easement Site (at the cost of the Grantee).

(b) In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(i) ensure all work is done properly and in good and workmanlike manner;

(ii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iii) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(iv) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site; and

(v) make good any collateral damage.

(c) Each Grantee is responsible for the costs of meeting their obligations under this Easement in respect of the Encroaching Structure which is on the relevant Benefited Lot. If 2 or more Lot owners incur a cost for jointly discharging their obligations under this Easement, they must share the costs between them in equal shares.

(d) In this Easement:

(i) **Encroaching Structure** means the parts of a structure constructed or to be constructed on the Lot Burdened which project from a structure constructed or to be constructed on the Lot Benefited.

Approved by
The Hills Shire Council: ……
(Authorised Officer)

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affixed by me, or at my direction, on……



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## 20. TERMS OF EASEMENT FOR OVERHANG NUMBERED 20 IN THE PLAN

(a) The Grantee:

(i) may insist that the roof, eaves, gutters and downpipes (**Overhanging Structures**) forming part or to form part of the Lot Benefited overhangs the Lot Burdened; and

(ii) must keep the overhanging structures in good repair and safe condition;

(iii) may do anything reasonably necessary for those purposes, including:

(A) entering the Lot Burdened; and

(B) taking anything onto the Lot Burdened; and

(C) carrying out work such as maintaining, repairing and replacing any of the Overhanging Structures.

(b) In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(i) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of any person authorised by it to exercise the rights granted under this Easement;

(ii) ensure that the work is fit for purpose and safe;

(iii) ensure all work is done properly and in good and workmanlike manner;

(iv) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(v) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(vi) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vii) make good any collateral damage.

## 21. TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL NUMBERED 21 IN THE PLAN

(a) The Grantor grants to the Grantee the right for the Lot Benefited and any improvements constructed on the Lot Benefited to be supported by that part of the Lot Burdened containing the Easement Site including the Retaining Wall and associated Footings to the extent that the Lot Benefited derives support from the Easement Site (including any Retaining Wall and associated Footings).

Approved by
The Hills Shire Council: ……
(Authorised Officer)

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affixed by me, or at my direction, on……



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dated _____

(b) The Grantor must:

(i) not do anything which will detract from the support of the Retaining Wall;

(ii) maintain the subsoil drainage lines adjacent to the Retaining Walls to the extent that they are located within the Lot Burdened;

(iii) permit the Grantee to access the Lot Burdened to carry out its obligations under this easement and any associated positive covenant.

(c) The Grantee must keep the Footings and Retaining Wall in good repair and safe condition.

(d) In exercising its rights under this Easement, the Grantee must:

(i) comply with the approvals and requirements of any Authority and with the reasonable requirements of the Grantor when carrying out the works;

(ii) ensure all work is done properly;

(iii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iv) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(v) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vi) make good any collateral damage.

(e) The Grantee must comply with any requirements or rules in respect of the Retaining Wall contained in the Management Statement.

**22. TERMS OF POSITIVE COVENANT FOR MAINTENANCE AND REPAIR NUMBERED 22 IN THE PLAN**

For the purposes of s88BA of the Act, the Grantee covenants to keep the Footings and Retaining Wall in good repair and safe condition and do all things necessary to maintain, repair and replace the Footings and Retaining Wall and any other structures of and incidental to the Retaining Wall so as to not detract from the support that the Footings and Retaining Wall provide.

**23. TERMS OF EASEMENT FOR DRAINAGE AND SERVICES NUMBERED 23 IN THE PLAN**

(a) The Grantor grants to the Grantee a right to:

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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dated _____

(i) drain water across and through the Easement Site together with the right to use, for the purposes of this Easement, any line of pipes already laid within the lot burdened for the purpose of draining water; and

(ii) use the Lot Burdened but only within the Easement Site to provide the Services to the Lot Benefited.

(b) The Grantor must keep the Services and any cables and drainage pipes in good repair and safe condition.

**24. TERMS OF EASEMENT FOR ACCESS FOR FORESTRY PURPOSES NUMBERED 24 IN THE PLAN**

(a) The Grantee and its Authorised Users may:

(i) by any reasonable means using the existing road network, pass across the Lot Burdened, but only within the Easement Site, to get to and from the Grantee's land adjoining the Lot Burdened for the purpose of maintaining the Grantee's land;

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

(A) entering into the Lot Burdened with or without vehicles; and

(B) taking anything on to the Lot Burdened.

**25. TERMS OF EASEMENT FOR CRANE JIB SWING NUMBERED 25 IN THE PLAN**

(a) The Grantee and its Authorised Users:

(i) may have its crane jib overhang the Lot Burdened, but only within the Easement Site, during the period of the works to be carried out on the Lot Benefited; and

(ii) must keep the crane jib in good repair and safe condition.

(b) In exercising its rights under this Easement, the Grantee must:

(i) comply with the approvals and requirements of any Authority and with the reasonable requirements of the Grantor when carrying out the works;

(ii) ensure all work is done properly;

(iii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iv) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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dated _____

(v) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vi) make good any collateral damage.

(c) The Grantor must not do or allow anything to be done to damage or interfere with the crane jib.

(d) This Easement will cease to have effect upon a final occupation certificate for the building to be constructed on the Lot Benefited being issued by the relevant Authority.

**26. TERMS OF EASEMENT FOR CONSTRUCTION OPERATION PURPOSES NUMBERED 26 IN THE PLAN**

(a) The Grantee and its Authorised Users may:

(i) use the Lot Burdened, but only within the Easement Site, for the purpose of carrying out all necessary construction work on, or on any structure on the Easement Site in order to construct buildings on the Lot Benefited which cannot otherwise reasonably be carried out;

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

(A) entering into the Lot Burdened;

(B) taking anything onto the Lot Burdened;

(C) installing, keeping and using any scaffolding, plant, equipment and machinery on the Lot Burdened; and

(D) retaining the footings of cranes, the tower and support structures for the cranes and other equipment and machinery on the Lot Burdened.

(b) In exercising its rights under this Easement, the Grantee must:

(i) comply with the approvals and requirements of any Authority and with the reasonable requirements of the Grantor when carrying out the works;

(ii) ensure all work is done properly;

(iii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iv) ensure that access through the Lot Burdened is maintained or alternate access is provided which does not unreasonably inconvenience any occupier of the Lot Burdened;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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dated _____

(v) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(vi) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vii) make good any collateral damage.

(c) If:

(i) the Grantee has failed to carry out a responsibility imposed by this Easement; and

(ii) the Grantor has notified the Grantee in writing of such failure; and

(iii) the Grantee has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 9.3(b) (such time to be reasonable) and if no time is specified, within 20 business days,

the Grantor may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Grantor from the Grantee.

(d) This Easement will cease to have effect upon a final occupation certificate for the building to be constructed on the Lot Benefited being issued by the relevant Authority.

**27. TERMS OF EASEMENT FOR CONNECTION TO SERVICES NUMBERED 27 IN THE PLAN**

(a) The Grantee and its Authorised Users may:

(i) use the Lot Burdened, but only within the Easement Site, to connect the Lot Benefited to the Services installed in the Easement Site; and

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

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work to connect the Lot Benefited to the Services and pipes and cables.

(b) The Grantor must keep the Services and any pipes and cables in good repair and safe condition.

(c) In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(i) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of

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The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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dated _____

the right and indicate generally the identity of any person authorised by it to exercise the rights granted under this Easement;

(ii) ensure that the work is fit for purpose and safe;

(iii) ensure all work is done properly and in good and workmanlike manner;

(iv) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(v) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(vi) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vii) make good any collateral damage.

(d) This Easement will cease to have effect upon a final occupation certificate for the building to be constructed on the Lot Benefited being issued by the relevant Authority.

**28. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 28 IN THE PLAN**

(a) No part of a dwelling or other habitable building may be constructed or allowed to remain within the asset protection zone delineated as 'APZ' on the Plan complying with the requirements of Council and the NSW Rural Fire Service relevant and applicable at the time.

(b) The asset protection zone referred to has been determined at the subdivision stage based on a performance based solution and relates to a setback measured from the bush fire threat where the radiant heat flux is 29 kilowatts per square metre, or less, and there is no flame contact (setback greater than flame length in radiant heat modelling) as required by Australian Standard AS 3959-2009 Construction of buildings in bushfire-prone areas and Planning for Bushfire Protection 2019 (or equivalent where these documents are superseded). The Bushfire Attack Level (BAL) needs to be determined at the building stage and may range from BAL Low through to BAL Flame Zone based on the setback to the bush fire threat. If the proposed dwelling is located closer to the bush fire hazard than proposed at the subdivision stage, or if the nature of the bush fire hazard has changed, the required BAL may be higher than BAL 29 which may impact building construction costs.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 28 in the Plan**

Council

**29. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 29 IN THE PLAN**

The Grantor must not resolve and must not consent to:

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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dated _____

(a) any application to clear vegetation under the 10/50 Vegetation Clearing Scheme within the Lot Burdened without the written consent of Council; and

(b) any activities in breach of the Vegetation Management Plan.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 29 in the Plan**

Council

**30. TERMS OF POSITIVE COVENANT NUMBERED 30 IN THE PLAN**

(a) The Grantor will maintain, at its sole expense, of the whole of the asset protection zone delineated [INSERT] on the Plan, including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, complying with the requirements of Council and the NSW Rural Fire Service relevant and applicable at the time.

(b) Any dwelling house or other habitable structure constructed on the Lot Burdened must be located wholly within the area nominated for development/ defined as an asset protection zone by this positive covenant. Any asset protection zone relating to this dwelling house or other habitable structure must also be contained to this same area, sized to comply with the requirements of Council and the NSW Rural Fire Service relevant and applicable at the time.

**Name of authority empowered to release, vary or modify positive covenant numbered 30 in the Plan**

Council

**31. TERMS OF POSITIVE COVENANT NUMBERED 31 IN THE PLAN**

(a) The Grantor must comply with the Vegetation Management Plan throughout the occupation and use of the development complying with the requirements of Council including procuring a compliance report for each 12 month period which must:

(i) be consistent with the *Annual Compliance Report Guidelines,* Commonwealth of Australia 2023;

(ii) include details of compliance and non-compliance with:

(A) each condition in the EPBC Approval;

(B) each condition imposed under a development consent in respect of the Community Scheme that the EPBC Approval requires compliance with;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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dated _____

(C) all commitments made in each action management plan or strategy that the Grantor is required by the EPBC Approval to implement;

(D) if any event which has the potential to, or does, Harm any Protected Matter (**incident**) has occurred, each incident.

(b) Pursuant to section 88F(3) of the Act, Council shall have the following additional powers pursuant to this covenant:

(i) in the event that the Grantor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the Lot Burdened with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above;

(ii) Council may recover from the Grantor in a Court of competent jurisdiction:

(A) any expense reasonably incurred by it in exercising its powers under clause 31(b)(i). Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work; and

(B) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

(c) This covenant shall bind all persons who are of claim under the registered proprietors stipulated in section 88E(5) of the Act.

**Name of authority empowered to release, vary or modify positive covenant numbered 31 in the Plan**

Council

**32. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 32 IN THE PLAN**

***[Note: the terms of this restriction on use have been taken from The Hills Shire Council standard easement terms as required under the development consent and are subject to approval by Council.]***

No dwelling shall be constructed on the Lot Burdened unless the Grantor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 1,500 litres in accordance with the requirements of Council.

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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dated _____

**Name of authority empowered to release, vary or modify restriction on use of land numbered 32 in the Plan**

Council

**33. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 33 IN THE PLAN**

***[Note: the terms of this restriction on use have been taken from The Hills Shire Council standard easement terms as required under the development consent and are subject to approval by Council.]***

(a) The Grantor shall not make or permit or suffer the making of any alterations to any stormwater treatment measures/ water sensitive urban design elements which is, or shall be, constructed on the Lot Burdened without the prior consent in writing of Council.

(b) In this restriction, "**stormwater treatment measures/ water sensitive urban design elements**" means the infiltration systems, porous pavement, sediment basins, bioretention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/ buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/ oil arrestors or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/ water sensitive urban design elements. The stormwater treatment measures/ water sensitive urban design elements is detailed on the plans approved Barker Ryan Stuart as Subdivision Works Certificate Ref 220526SW03 dated 22 November 2023.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 33 in the Plan**

Council

**34. TERMS OF POSITIVE COVENANT NUMBERED 34 IN THE PLAN**

***[Note: the terms of this restriction on use have been taken from The Hills Shire Council standard easement terms as required under the development consent and are subject to approval by Council.]***

(a) The Grantor covenants as follows with Council in respect to the stormwater treatment measures/water sensitive urban design elements constructed and/or installed on the Lot Burdened, that they will:

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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dated _____

(i) maintain and repair the stormwater treatment measures/ water sensitive urban design elements at the sole expense of the Grantor so that it functions in a safe and efficient manner, in accordance with the manufacturers recommended requirements and/ or the "maintenance and procedures operational plan" as approved by [INSERT] as Construction Certificate Ref [INSERT] dated [INSERT]. A copy of this Construction Certificate is held at Council Ref [INSERT]. A copy of this plan is available to all owners and occupiers of the Lot Burdened;

(ii) for the purposes of ensuring observance of this covenant, permit Council to enter the Lot Burdened and inspect the condition of the stormwater treatment measures/ water sensitive urban design elements and the state of construction, maintenance or repair of the stormwater treatment measures/ water sensitive urban design elements, for compliance with the requirements of this covenant;

(iii) notify Council after each programmed maintenance inspection; and

(iv) comply with the terms of any written notice issued by Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the stormwater treatment measures/ water sensitive urban design elements and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

(b) Pursuant to section 88F(3) of the Act, Council shall have the following additional powers pursuant to this covenant:

(i) in the event that the Grantor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the Lot Burdened with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above;

(ii) Council may recover from the Grantor in a Court of competent jurisdiction:

(A) any expense reasonably incurred by it in exercising its powers under clause 34(b)(i). Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work; and

(B) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

**Name of authority empowered to release, vary or modify positive covenant numbered 34 in the Plan**

Council

**35. TERMS OF POSITIVE COVENANT NUMBERED 35 IN THE PLAN**

The Grantor must:

(a) do all things to ensure domestic animals are kept from entering wildlife habitat areas at all times; and

(b) keep domestic animals in an enclosed area and/or inside the dwelling constructed on the Lot Burdened, or on a leash such that the animals cannot enter areas of wildlife habitat or bushland on Community Property or on surrounding properties or reserves.

**Name of authority empowered to release, vary or modify positive covenant numbered 35 in the Plan**

Council

**36. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 36 IN THE PLAN**

The Grantor must not use and must not allow the use of Second-Generation anticoagulant rodenticides (SGARS) on the Lot Burdened for the control of pest rodents or any other purpose.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 36 in the Plan**

Council

**37. TERMS OF POSITIVE COVENANT NUMBERED 37 IN THE PLAN**

The Grantor must ensure:

(a) all fencing within bushland areas is fauna friendly and must allow fauna passage and be suitably visible to reduce the likelihood of collisions without the use of barbed wire or any sharp materials; and

(b) all residential fencing do not contain sharp tops that have the potential to injure wildlife and must be suitably visible to reduce the likelihood of fauna collisions.

**Name of authority empowered to release, vary or modify positive covenant numbered 37 in the Plan**

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

Council

**38. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 38 IN THE PLAN**

***[Note: the terms of this restriction on use have been taken from The Hills Shire Council standard easement terms as required under the development consent and are subject to approval by Council.]***

No development shall be permitted on the Lot Burdened until it is re-subdivided complying with the requirements of Council.

**Name of authority empowered to release, vary or modify restriction on the use of land numbered 38 in the Plan**

Council

**39. TERMS OF POSITIVE COVENANT NUMBERED 39 IN THE PLAN**

***[Note: the terms of this restriction on use have been taken from The Hills Shire Council standard easement terms as required under the development consent and are subject to approval by Council.]***

(a) The Grantor must permit the Prescribed Authority and the Contractor to enter upon the Lot Burdened with or without vehicles for the purpose of the removal of Waste and to remain upon such land for a reasonable time for the purpose of such removal.

(b) The Grantor cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Lot Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 39(a).

(c) The Grantor must indemnifies the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 39(a) except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be.

(d) In this covenant:

(i) **Contractor** means any entity engaged by the Prescribed Authority to remove waste from the Lot Burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority;

(ii) **Prescribed Authority** means Council and any local government council with which that council may merge and any other prescribed authority within the meaning of section 88E of the Act which may be responsible for the removal of Waste from the Lot Burdened;

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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dated _____

(iii) Owners Corporation means an owners corporation as defined in the *Strata Schemes Management Act 2015* (NSW) or a community association, neighbourhood association or precinct association as defined in the *Community Land Management Act 2021* (NSW), as the case may be; and

(iv) **Waste** includes any garbage, recycles, vegetable or other materials which the registered proprietor or any user or occupier of the Lot Burdened (or where such proprietor is an Owners Corporation, the registered proprietor of any lot in that scheme) leaves out for collection (whether in bins or otherwise) by the Prescribed Authority or the Contractor.

**Name of authority empowered to release, vary or modify positive covenant numbered 39 in the Plan**

Council

**40. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 40 IN THE PLAN**

(a) The Grantor shall not make or permit or suffer the making of any alterations or additions to the residential accommodation (including, but not limited to, individual units within a residential flat building or multi dwelling housing development) which is, or shall be, constructed on the Lot Burdened that will result in the creation of additional bedrooms.

(b) The number of bedrooms within each dwelling/ unit is shown on the plans/ details approved by Council as Development Consent DA 859/2022/JP, a copy of which is held at Council.

**41. TERMS OF EFFECT OF THE MANAGEMENT STATEMENT**

(a) This clause applies to each Easement in this Instrument.

(b) If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and any Management Statement.

(c) If a Management Statement allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Community Association), or the Management Statement imposes rules or conditions on the carrying out of works, repair or maintenance, the Management Statement prevails to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.

(d) If a Management Statement regulates the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and a Management Statement, the Management Statement prevails to the extent of the inconsistency.

Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……



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**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

(e) If a Management Statement binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and that Management Statement:

(i) imposes obligations on the Grantor or Grantee;

(ii) confers rights on the Grantor or Grantee; or

(iii) requires the Grantor or Grantee to do or refrain from doing something,

(iv) which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement, then the party bound by the Management Statement has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

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Approved by
The Hills Shire Council: ……
(Authorised Officer)

Electronic signature of me, ……

affixed by me, or at my direction, on……

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

**EXECUTED** on behalf of **The Hills Shire Council** by its authorised delegate pursuant to s.378 of Local Government Act 1993 No 30

_____

Name of Delegate (Print)

_____

Signature of Delegate

Electronic signature of me, …….. affixed by me, or at my direction on ……..……

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

_____

Signature of Witness

Electronic signature of me, …… affixed by me, or at my direction, on……

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

_____

Name of Witness

_____

Address of Witness

draft

**Plan:** Plan of Subdivision over Lots 1 and 3 in DP[insert] covered by Subdivision Certificate No _____

dated _____

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation | Mirvac Projects (Retail and Commercial) Pty Limited

Authority Power of Attorney – Book [INSERT] No. [INSERT]

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Name of authorised person | Name of authorised person |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Name of Witness | Name of Witness |
| Address of Witness | Address of Witness |

draft

## Annexure 11.
## Precinct Property Title, Precinct Plan and Precinct Plan Instrument

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/280098

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 20/10/2025 | 12:41 PM | 4 | 20/10/2025 |

LAND

THE PRECINCT PROPERTY WITHIN LOT 1 IN PRECINCT PLAN DP280098
AT WEST PENNANT HILLS
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP280098

FIRST SCHEDULE

PRECINCT ASSOCIATION DP280098
ADDRESS FOR SERVICE OF DOCUMENTS:
C/ - STRATA PLUS
PO BOX H181
ROYAL EXCHANGE
NSW 1225

SECOND SCHEDULE (24 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE PRECINCT SCHEME FILED WITH THE PRECINCT PLAN
3 THIS PRECINCT SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/271416
4 7068079 POSITIVE COVENANT
5 7068080 RESTRICTION(S) ON THE USE OF LAND
6 DP1286947 RESTRICTION(S) ON THE USE OF LAND
7 DP1313553 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1313553 EASEMENT FOR UNDERGROUND CABLES 1.6 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1313553 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1313553 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11 DP1289188 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
12 DP1289188 RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
13 DP1289188 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (24 NOTIFICATIONS) (CONTINUED)
---

| | | |
|---|---|---|
| | | THE LAND ABOVE DESCRIBED |
| 14 | DP271416 | EASEMENT FOR DRAINAGE OF WATER APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1) |
| 15 | DP271416 | EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1) |
| 16 | DP271416 | EASEMENT FOR CONSTRUCTION OPERATION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1) |
| 17 | DP271416 | EASEMENT FOR CONNECTION TO SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1) |
| 18 | DP271416 | RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 19 | DP271416 | POSITIVE COVENANT REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 20 | DP280098 | EASEMENT FOR PUBLIC ACCESS AND FOR PASSIVE RECREATION PURPOSES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1) |
| 21 | DP280098 | EASEMENT FOR DRAINAGE OF WATER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1) |
| 22 | DP280098 | EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1) |
| 23 | DP280098 | RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT (DOC.1) |
| 24 | DP280098 | POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT (DOC.1) |

NOTATIONS
---

DP280098 NOTE: REGISTERED 15/10/2025 SUBDIVIDES LOT 8 INTO LOTS 9-13 IN DP280098

DP280098 NOTE: REGISTERED 16/10/2025 SUBDIVIDES LOT 6 INTO LOTS 14-20 IN DP280098

DP280098 NOTE: REGISTERED 20/10/2025 SUBDIVIDES LOT 5 INTO LOTS 21-27 IN DP280098

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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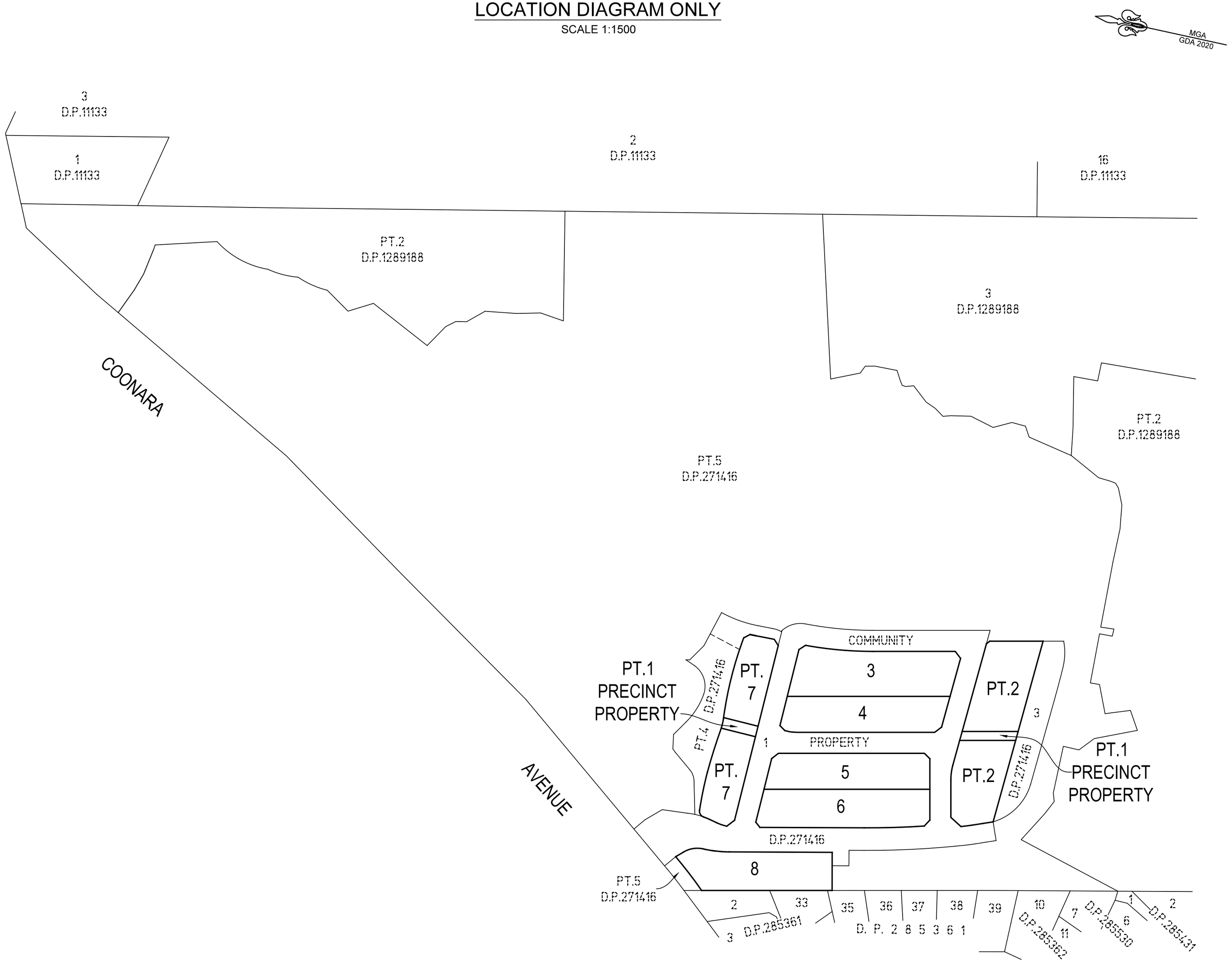
# LOCATION DIAGRAM ONLY

SCALE 1:1500




THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

## SCHEDULE OF CHANGES TO THE SCHEME

| LOT No | DETAILS | SHEET No |
|---|---|---|
| 8 | SUBDIVIDED INTO LOTS 9-13 | 6-8 |
| 6 | SUBDIVIDED INTO LOTS 14-20 | 9-11 |
| 5 | SUBDIVIDED INTO LOTS 21-27 | 12-14 |

Subdivision Certificate No: 10/2026/SC

Date: 17/09/2025

Surveyor: TASY MORAITIS

Surveyor's Ref: 011-18 PREC-SUB1-TM

Registered 14/10/2025

~~COMMUNITY~~ / PRECINCT / ~~NEIGHBOURHOOD PLAN~~

# DP280098

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S19 [06] - E.D. - T.M.

10 20 30 40 50 Table of mm 80 90 100 110 120 130 140

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2025 07:50 /Seq:1 of 48
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# DETAIL PLAN

(SHEET 1 OF 3 DETAIL SHEETS)

MGA GDA 2020

'X' SSM180262 FD

3 D.P.1133

2 D.P.1133

16 D.P.1133

1 D.P.1133

RM DH&W FD IN KB 168°35'~6.245 (D.P.737386)
168°35'~6.26 (D.P.1289188)

RM DH&W FD IN KB 138°08'15"~1.505 (D.P.737386)

199°20'55"~239.15 (SURVEY)
199°20'55"~239.15 (MGA GROUND)

65°18'40" 13.885

55°40'50" 6.815 (D.P.1289188)

30° 53.815

57' 55" 15.665

28°

SSM82093 FD

RM DH&W FD IN KB 119°31'30"~3.52 (D.P.737386)

213°54'25"~56.050 (SURVEY)
213°54'25"~56.030 (MGA GROUND)

207°56'50"~186.36

122.985

05'

PT.2 D.P.1289188

3 D.P.1289188

PT.2 D.P.1289188

PT.5 D.P.271416

COONARA AVENUE

RM DH&W FD 120°44'30"~3.925 (D.P.737386)

33°

90.455

24'

RM DH&W FD 187°03'30"~7.885 (RE REFERENCED BY CALCULATION FROM D.P.737386)

213°19'05"~514.070 (SURVEY)
213°18'52"~514.073 (MGA GROUND)

213°22'35"~570.115 (SURVEY)
213°22'35"~570.099 (MGA GROUND)

32°

99.180

54'

(VARIABLE WIDTH)

20°

RM DH&W FD 125°05'15"~6.495 (D.P.737386)

37°

94.095

51'

RM DH&W FD 153°59'20"~23.17 (D.P.271416)

26.710

10"

RM DH&W FD 163°27'15"~25.54 (D.P.271416)

SEE SHEETS 3 TO 5 & 4 FOR FOR DETAIL

SSM 209323 FD

SSM 209314 FD

COMMUNITY

PT.1 PRECINCT PROPERTY

PT. 7

D.P.271416

PT.4

170°58'35" ~104.475

3

4

1 PROPERTY DP 271416

5

6

PT.2

214°10'~104.085

PT.2

3

D.P.271416

PT.1 PRECINCT PROPERTY

88°24'50"~122.54

SSM 209531 FD

342°21'25"~157.39

SSM 209527 FD

RM SSM 57918 FD 8

72.55

D.P.271416

90.84

(12.61)

68.095

RM GIP FD 307°~0.925 (D.P. 1289188)

266.615

DIAGRAM

LINE

JOIN

SSM42222 FD

259°02'30" 38.945 (D.P.1289188)

RM GIP FD 81°21'30"~1.005 (11218-3000)

266.615

348°

00'

118.37

10"

35

36

RM BROAD ARROW FD IN ROCK 339°32'30"~10.19 (11218-3000)

DIAGRAM SCALE 1:1500

RM SSM57918 FD 'Y'

113°08'20"~6.74 (D.P.270109)

132°10'55" ~48.855

231°26'35"~93.305 (SURVEY)
231°26'25"~93.305 (MGA GROUND)

SSM86040 FD

144°43'20"~140.830 (SURVEY)
144°43'22"~140.833 (MGA GROUND)

SSM86041 FD (D.P.285362)

90°09'35" ~34.875

166°38'05" ~11.265

155°53'10"~349.21 (SURVEY)
155°53'~349.25 (MGA GROUND)

D.P.285530

D.P.285362

D. P. 2 8 5 3 6 1

D. P. 2 8 5 4 3 1

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 COORDINATE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | MGA COORDINATES | | CLASS | PU | METHOD | STATE |
| | EASTING | NORTHING | | | | |
| SSM 57918 | 317 806.493 | 6 264 510.729 | C | | SCIMS | FOUND |
| SSM 82093 | 318 088.833 | 6 264 940.316 | C | | SCIMS | FOUND |
| SSM 86040 | 317 733.533 | 6 264 452.570 | C | | SCIMS | FOUND |
| SSM 86041 | 317 814.865 | 6 264 337.594 | C | | SCIMS | FOUND |
| SSM 180262 | 318 120.121 | 6 264 986.797 | C | 0.02 | SCIMS | FOUND |
| SSM 42222 | 317 957.567 | 6 264 018.831 | B | | SCIMS | FOUND |
| SSM 209314 | 317 981.564 | 6 264 378.123 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209323 | 317 965.177 | 6 264 481.306 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209531 | 317 890.382 | 6 264 327.930 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209527 | 317 842.684 | 6 264 477.913 | D | | CADASTRAL TRAVERSE | FOUND |

DATE OF SCIMS COORDINATES: 06/12/2024 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 0.999985

SEE SHEET 4 FOR SHORT LINE AND SHORT ARC TABLES

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 30/04/2025<br>Reference: 011-18 PREC-SUB1-TM | PLAN OF<br>SUBDIVISION OF LOT 2 IN DP271416 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1500<br>Lengths are in metres | Registered<br>14/10/2025 | DP280098 |

CAD REF: G:\Acquired\CR\Projects\2018_a\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 ST9 [06] - E.D. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2025 07:50 /Seq:2 of 48
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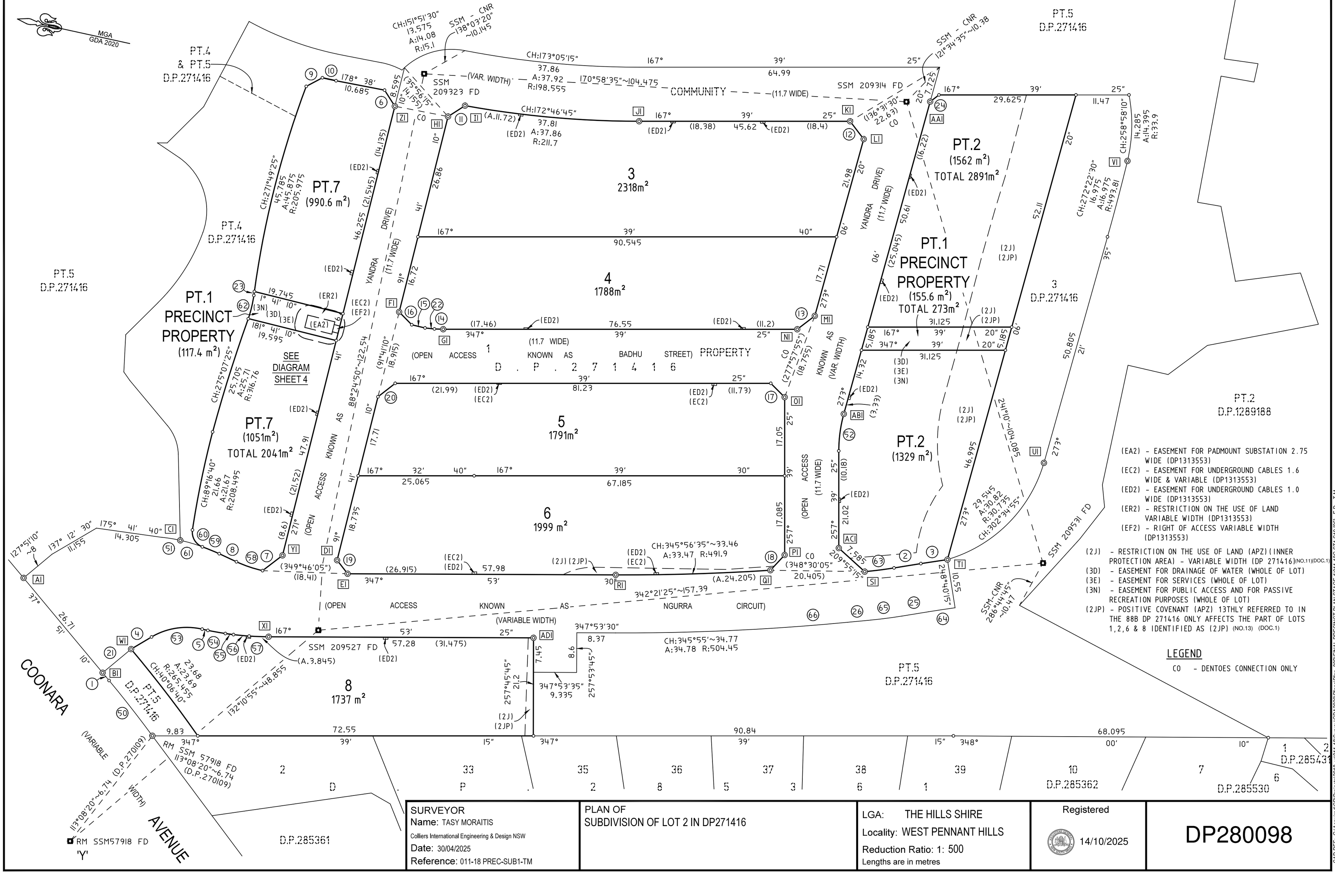
SEE SHEET 4 FOR SHORT LINE AND SHORT ARC TABLES

SEE SHEET 4 FOR SCHEDULE OF REFERENCE MARKS

# DETAIL PLAN

(SHEET 2 OF 3 DETAIL SHEETS)




(EA2) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1313553)
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (DP1313553)
(ER2) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP1313553)
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH (DP1313553)

(2J) - RESTRICTION ON THE USE OF LAND (APZ)(INNER PROTECTION AREA) - VARIABLE WIDTH (DP 271416)(NO.11)(DOC.1)
(3D) - EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
(3E) - EASEMENT FOR SERVICES (WHOLE OF LOT)
(3N) - EASEMENT FOR PUBLIC ACCESS AND FOR PASSIVE RECREATION PURPOSES (WHOLE OF LOT)
(2JP) - POSITIVE COVENANT (APZ) 13THLY REFERRED TO IN THE 88B DP 271416 ONLY AFFECTS THE PART OF LOTS 1,2,6 & 8 IDENTIFIED AS (2JP) (NO.13) (DOC.1)

## LEGEND

CO - DENTOES CONNECTION ONLY

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 30/04/2025<br>Reference: 011-18 PREC-SUB1-TM | PLAN OF<br>SUBDIVISION OF LOT 2 IN DP271416 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | Registered<br>14/10/2025 | DP280098 |

CAD REF: G:\Acquired\CR\Projects\2018_ym\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18B ST1 S19 [06]- E.D. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2025 07:50 /Seq:3 of 48
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# DETAIL PLAN

(SHEET 3 OF 3 DETAIL SHEETS)

MGA GDA 2020

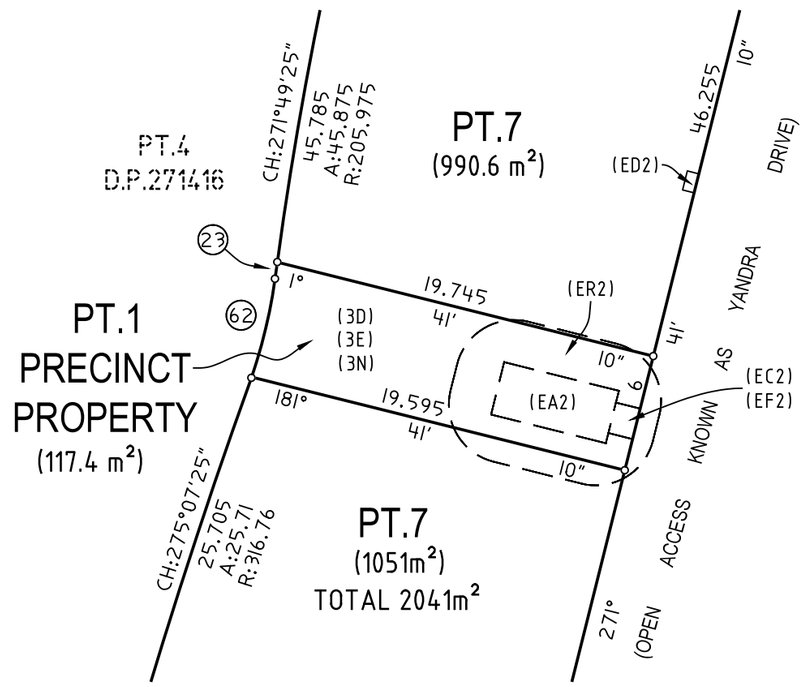


DIAGRAM
SCALE 1:300

## SCHEDULE OF LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 1 | 37°51'10" | 2.185 |
| 2 | 158°28'25" | 5.875 |
| 3 | 159°01'05" | 5.815 |
| 4 | 137°04'50" | 5.145 |
| 5 | 179°57'10" | 1.27 |
| 6 | 225°09'35" | 4.13 |
| 7 | 310°17'20" | 5.435 |
| 8 | 12°45'15" | 4.11 |
| 9 | 139°42'45" | 3.97 |
| 10 | 179°58'55" | 3.025 |
| 11 | 135°01'20" | 4.365 |
| 12 | 220°22'50" | 4.845 |
| 13 | 310°22'50" | 4.775 |
| 14 | 349°46'50" | 1.91 |
| 15 | 1°08'30" | 2.955 |
| 16 | 33°07' | 3.885 |
| 17 | 212°39'25" | 4.24 |
| 18 | 300°39'40" | 4.525 |
| 19 | 39°47'20" | 3.71 |
| 20 | 129°40'15" | 4.73 |
| 21 | 127°52'30" | 8.005 |
| 22 | 353°33'35" | 2.035 |
| 23 | 85°19'25" | 0.86 |
| 24 | 310°22'50" | 2.39 |
| 25 | 338°28'25" | 5.875 |
| 26 | 342°11'20" | 5.09 |

## SCHEDULE OF CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 50 | 39°38'25" | 15.195 | 15.2 | 245.455 |
| 51 | 176°54'15" | 4.015 | 4.02 | 31.38 |
| 52 | 265°22'50" | 8.065 | 8.09 | 29.96 |
| 53 | 158°51'25" | 11.07 | 11.335 | 15 |
| 54 | 177°46'45" | 3.83 | 3.83 | 75.165 |
| 55 | 175°14'25" | 1.78 | 1.78 | 47.19 |
| 56 | 173°01'40" | 3.405 | 3.405 | 86.06 |
| 57 | 169°40'25" | 4.21 | 4.21 | 56.795 |
| 58 | 6°23'50" | 5.955 | 5.97 | 26.9 |
| 59 | 9°49'40" | 3.945 | 3.945 | 50.605 |
| 60 | 47°12'55" | 4.23 | 4.565 | 3.4 |
| 61 | 4°02'45" | 4.97 | 4.975 | 36.1 |
| 62 | 91°03'30" | 5.15 | 5.155 | 26.945 |
| 63 | 160°25'25" | 6.39 | 6.395 | 93.9 |
| 64 | 339°02' | 5.775 | 5.775 | 295.55 |
| 65 | 340°19'55" | 6.77 | 6.775 | 104.45 |
| 66 | 343°03'55" | 15.435 | 15.435 | 499.475 |

## SCHEDULE OF REFERENCE MARKS

| CNR. | BEARING | DISTANCE | DESCRIPTION | ORIGIN |
|---|---|---|---|---|
| A1 | 153°59'20" | 23.17 | R.M. DH&W FD | (DP271416) |
| B1 | 163°27'15" | 25.54 | R.M. DH&W FD | (DP271416) |
| C1 | 69°13'35" | 4.055 | R.M. DH&W FD | (DP271416) |
| C1 | 66°36'25" | 17.635 | R.M. DH&W FD | (DP271416) |
| D1 | 187°06'45" | 3.995 | R.M. DH&W FD | (DP271416) |
| D1 | 180°08'40" | 10.185 | R.M. DH&W FD | (DP271416) |
| E1 | 94°06'40" | 4.015 | R.M. DH&W FD | (DP271416) |
| E1 | 82°07'40" | 12.16 | R.M. DH&W FD | (DP271416) |
| F1 | 149°58'25" | 2.755 | R.M. DH&W FD | (DP271416) |
| F1 | 173°37'50" | 10.235 | R.M. DH&W FD | (DP271416) |
| G1 | 162°51'35" | 6.75 | R.M. DH&W FD | (DP271416) |
| G1 | 106°24'25" | 8.7 | R.M. DH&W FD | (DP271416) |
| H1 | 203°35' | 2.225 | R.M. DH&W FD | (DP271416) |
| H1 | 181°41' | 10.115 | R.M. DH&W FD | (DP271416) |
| I1 | 220°45'20" | 1.51 | R.M. DH&W FD | (DP271416) |
| I1 | 255°02'30" | 7.94 | R.M. DH&W FD | (DP271416) |
| J1 | 327°36'15" | 4.315 | R.M. DH&W FD | (DP271416) |
| J1 | 290°42'25" | 9.2 | R.M. DH&W FD | (DP271416) |
| K1 | 223°58'50" | 1.55 | R.M. DH&W FD | (DP271416) |
| K1 | 253°13'40" | 8.69 | R.M. DH&W FD | (DP271416) |
| L1 | 20°52'40" | 3.25 | R.M. DH&W FD | (DP271416) |
| L1 | 351°41'30" | 10.335 | R.M. DH&W FD | (DP271416) |
| M1 | 65°26' | 3.225 | R.M. DH&W FD | (DP271416) |
| M1 | 357°28' | 10.18 | R.M. DH&W FD | (DP271416) |
| N1 | 70°18'15" | 1.445 | R.M. DH&W FD | (DP271416) |
| N1 | 89°39'05" | 9.275 | R.M. DH&W FD | (DP271416) |
| O1 | 355°54'15" | 5.435 | R.M. DH&W FD | (DP271416) |
| O1 | 355°02'20" | 11.805 | R.M. DH&W FD | (DP271416) |
| P1 | 326°52'35" | 4.115 | R.M. DH&W FD | (DP271416) |
| P1 | 337°51'55" | 10.295 | R.M. DH&W FD | (DP271416) |
| Q1 | 75°31'25" | 3.88 | R.M. DH&W FD | (DP271416) |
| Q1 | 84°55'30" | 12.395 | R.M. DH&W FD | (DP271416) |
| R1 | 125°52' | 5.895 | R.M. DH&W FD | (DP271416) |
| R1 | 12°52'25" | 9.19 | R.M. DH&W FD | (DP271416) |
| S1 | 59°19'25" | 1.9 | R.M. DH&W FD | (DP271416) |
| S1 | 69°18'55" | 10.21 | R.M. DH&W FD | (DP271416) |
| T1 | 74°17'55" | 1.695 | R.M. DH&W FD | (DP271416) |
| T1 | 68°54'10" | 10.15 | R.M. DH&W FD | (DP271416) |
| U1 | 339°30'55" | 2.095 | R.M. DH&W FD | (DP271416) |
| U1 | 359°25'40" | 10.19 | R.M. DH&W FD | (DP271416) |
| V1 | 308°22'05" | 2.995 | R.M. DH&W FD | (DP271416) |
| V1 | 348°40'05" | 10.445 | R.M. DH&W FD | (DP271416) |
| W1 | 200°42'20" | 6.47 | R.M. DH&W FD | (DP271416) |
| X1 | 180°22'45" | 16.115 | R.M. DH&W FD | (DP271416) |
| Y1 | 315°43'10" | 2.185 | R.M. DH&W FD | (DP271416) |
| Z1 | 340°07'15" | 1.705 | R.M. DH&W FD | (DP271416) |
| AA1 | 102°22'50" | 9.73 | R.M. DH&W FD | (DP271416) |
| AB1 | 230°39'45" | 2.37 | R.M. DH&W FD | (DP271416) |
| AC1 | 177°06'15" | 1.575 | R.M. DH&W FD | (DP271416) |
| AD1 | 261°05' | 9.89 | R.M. DH&W FD | (DP271416) |

(3D) - EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
(3E) - EASEMENT FOR SERVICES (WHOLE OF LOT)
(3N) - EASEMENT FOR PUBLIC ACCESS AND FOR PASSIVE RECREATION PURPOSES (WHOLE OF LOT)
(EA2) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1313553)
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (DP1313553)
(ER2) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP1313553)
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH (DP1313553)

| SURVEYOR | PLAN OF | | | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 30/04/2025<br>Reference: 011-18 PREC-SUB1-TM | SUBDIVISION OF LOT 2 IN DP271416 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: N/A<br>Lengths are in metres | Registered<br>14/10/2025 | DP280098 |

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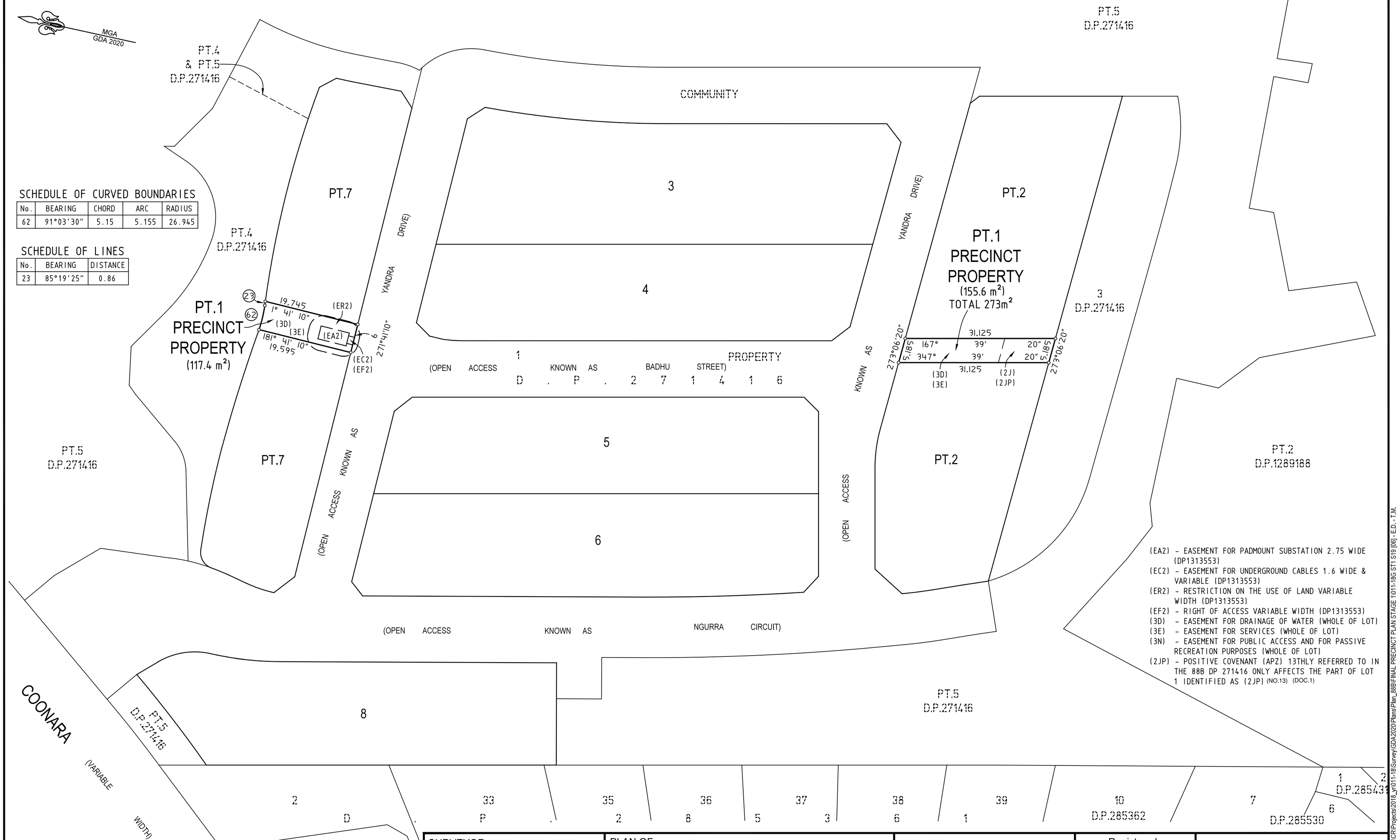
# PRECINCT PROPERTY PLAN

PRECINCT PROPERTY LOT ONLY




SCHEDULE OF CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 62 | 91°03'30" | 5.15 | 5.155 | 26.945 |

SCHEDULE OF LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 23 | 85°19'25" | 0.86 |

(EA2) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1313553)
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)
(ER2) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP1313553)
(EF2) - RIGHT OF ACCESS VARIABLE WIDTH (DP1313553)
(3D) - EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
(3E) - EASEMENT FOR SERVICES (WHOLE OF LOT)
(3N) - EASEMENT FOR PUBLIC ACCESS AND FOR PASSIVE RECREATION PURPOSES (WHOLE OF LOT)
(2JP) - POSITIVE COVENANT (APZ) 13THLY REFERRED TO IN THE 88B DP 271416 ONLY AFFECTS THE PART OF LOT 1 IDENTIFIED AS (2JP) (NO.13) (DOC.1)

| SURVEYOR | PLAN OF | LGA: THE HILLS SHIRE | Registered | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 30/04/2025<br>Reference: 011-18 PREC-SUB1-TM | SUBDIVISION OF LOT 2 IN DP271416 | Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 500<br>Lengths are in metres | 14/10/2025 | DP280098 |

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# DETAIL PLAN

(SHEET 1 OF 3 DETAIL SHEETS)

MGA GDA 2020

"X" SSM 180262 FD

3 DP11133

RM DH&W FD IN KB 168°35'~6.245 (D.P.737386) 168°35'~6.26 (DP1289188)

1 DP11133

2 DP.11133

16 DP11133

RM DH&W FD IN KB 138°08'15"~1.505 (DP737386)

199°20'55"~239.15 (SURVEY) 199°18'40"~239.59 (MGA GROUND)

13.825

6.815

55°40'50" (DP1289188)

53.815

57'

55"

15.665

28°

SSM 82093 FD

RM DH&W FD IN KB 119°31'30"~3.52 (DP737386)

207°56'50"~186.36

213°54'25"~596.050 (SURVEY) 213°54'45"~596.03 (MGA GROUND)

122.985

05'

PT2 DP1289188

3 DP1289188

PT2 DP1289188

PT5 DP271416

COONARA AVENUE

RM DH&W FD 120°44'30"~3.925 (DP737386)

33°

90.455

24'

213°19'05"~514.070 (SURVEY) 213°18'52"~514.073 (MGA GROUND)

213°22'35"~570.115 (SURVEY) 213°22'35"~570.099 (MGA GROUND)

RM DH&W FD 187°03'30"~7.885 (RE REFERENCED BY CALCULATION FROM DP737386)

32°

99.180

54'

(VARIABLE WIDTH)

20°

RM DH&W FD 125°05'15"~6.495 (DP737386)

37°

94.095

51'

SSM 209323 FD

SSM 209314 FD

COMMUNITY

170°58'35" ~104.475

3 DP280098

4 DP280098

1 PROPERTY DP271416

5 DP280098

6 DP280098

PT1 PRECINCT PROPERTY DP280098

PT7 DP271416

PT7 DP280098

PT4

PT7 DP280098

RM DH&W FD 153°59'20"~23.17 (DP271416)

88°24'50"~122.54

244°10'~104.085

PT2 DP280098

3

DP271416

PT2 DP 280098

PT1 PRECINCT PROPERTY DP280098

SEE SHEET 2 FOR DETAILS

SSM 209527 FD

RM DH&W FD 163°27'15"~25.54 (DP271416)

26.710

10"

342°21'25"~157.39

159°17'55"~111.355

SSM 209531 FD

PT5 DP271416

9 10 11 12 13

DP271416

347°

9.83

2

72.55

33

39'

35 36 37 38

15"

348°

39

90.84

(12.61)

68.095

10 11

DP285530

DP285362

7 6 1 2 27 28 29 30 31 34 35

00'

10"

266.615

RM GIP FD 307°~0.925 (DPI289188)

RM SSM 57918 FD 113°08'20"~6.74 (DP270109)

132°10'55"~48.855

90°09'35" ~34.875

166°38'05" ~11.265

SSM 57918 FD

"Y"

213°26'35"~93.305 (SURVEY) 213°26'25"~93.305 (MGA GROUND)

144°43'20"~140.830 (SURVEY) 144°43'22"~140.833 (MGA GROUND)

SSM 86041 FD (DP285362)

155°53'10"~349.21 (SURVEY) 155°53'~349.25 (MGA GROUND)

SSM 86040 FD

D P 2 8 5 3 6 1

D P 2 8 5 4 3 1

DIAGRAM

LINE 35 JOIN 36

SSM 42222 FD

259°02'30" 38.945 (DPI289188)

RM GIP FD 81°21'30"~1.005 (II218-3000)

266.615

348°

00'

118.37

10"

RM BROAD ARROW FD IN ROCK 339°32'30"~10.19 (II218-3000)

DIAGRAM SCALE 1:1500

DIAGRAM

LINE 35 JOIN

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70
COORDINATE SCHEDULE

| MARK | MGA COORDINATES EASTING | MGA COORDINATES NORTHING | CLASS | PU | METHOD | STATE |
|---|---|---|---|---|---|---|
| SSM 57918 | 317 806.493 | 6 264 510.729 | C | | SCIMS | FOUND |
| SSM 82093 | 318 088.833 | 6 264 940.316 | C | | SCIMS | FOUND |
| SSM 86040 | 317 733.533 | 6 264 452.570 | C | | SCIMS | FOUND |
| SSM 86041 | 317 814.865 | 6 264 337.594 | C | | SCIMS | FOUND |
| SSM 180262 | 318 120.121 | 6 264 986.797 | C | 0.02 | SCIMS | FOUND |
| SSM 42222 | 317 957.567 | 6 264 018.831 | B | | SCIMS | FOUND |
| SSM 209314 | 317 981.564 | 6 264 378.123 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209323 | 317 965.177 | 6 264 481.306 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209531 | 317 890.382 | 6 264 327.930 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209527 | 317 842.684 | 6 264 477.913 | D | | CADASTRAL TRAVERSE | FOUND |

DATE OF SCIMS COORDINATES: 06/12/2024 MGA ZONE: 56 COMBINED SCALE FACTOR: 0.999985 MGA DATUM: GDA2020

THIS IS SHEET 6 OF DP 280098 AND REPLACES SHEET 2 AS REGARDS LOT 8 AND IS AN ADDITIONAL SHEET.

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 05/06/2025<br>Reference: 011-18 PREC-SUB-08-TM | PLAN OF<br>SUBDIVISION OF LOT 8 IN DP 280098 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1500<br>Lengths are in metres | Registered<br>15/10/2025 | DP280098<br>ADDITIONAL SHEET 6 |

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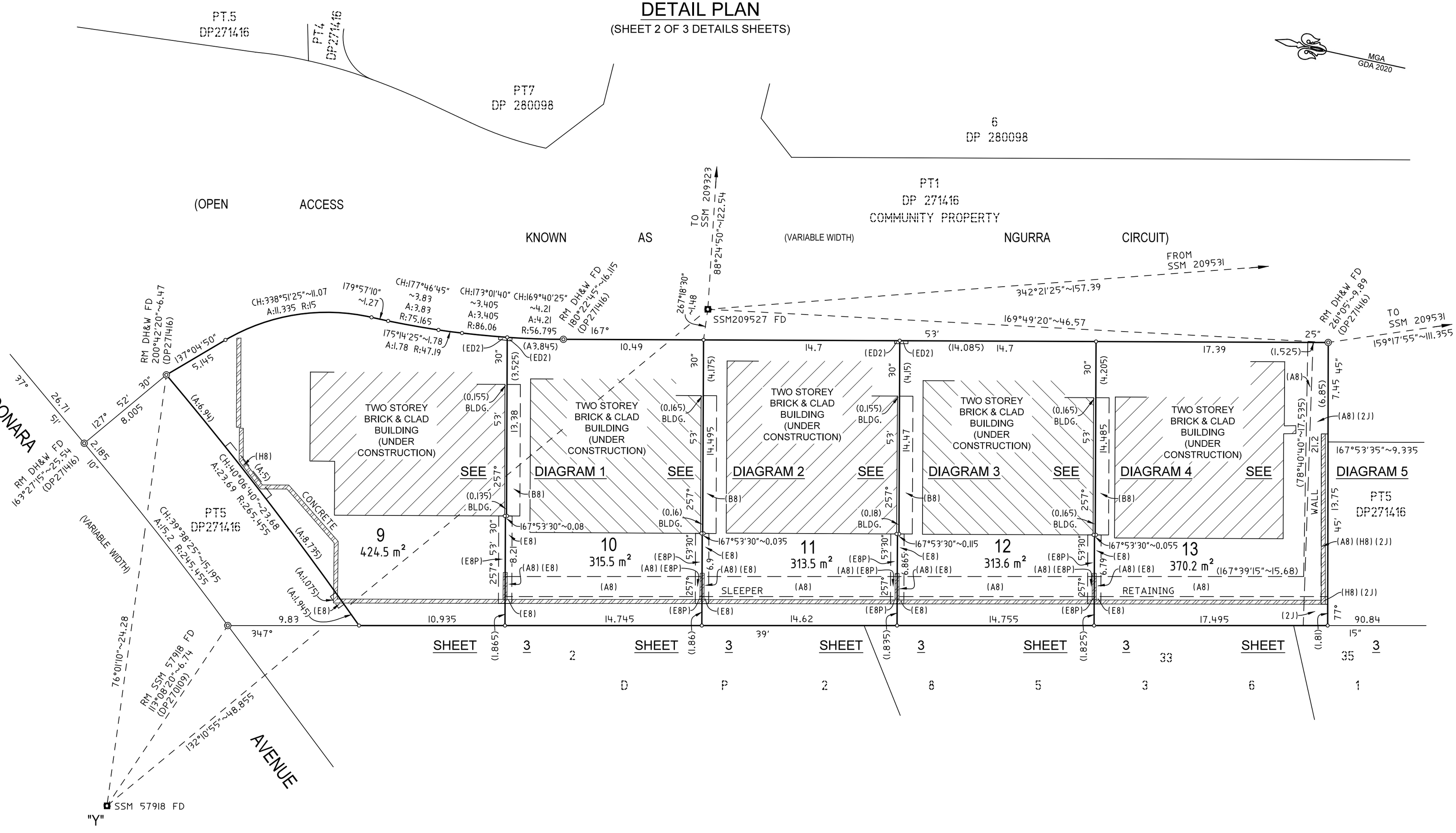
# DETAIL PLAN

(SHEET 2 OF 3 DETAILS SHEETS)




(ED2) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP1313553)
(2J) - RESTRICTION ON THE USE OF LAND (APZ) - VARIABLE WIDTH (DP271416) & POSITIVE COVENANT (APZ)(DP271416) (NO.11) & (NO.13)
(A8) - EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE
(E8) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.3)
(E8P) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.4)
(B8) - EASEMENT FOR REPAIRS 1 WIDE
(H8) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.5)

THIS IS SHEET 7 OF DP 280098 AND REPLACES SHEET 3 AS REGARDS LOT 8 AND IS AN ADDITIONAL SHEET.

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 05/06/2025<br>Reference: 011-18 PREC-SUB-08-TM | PLAN OF<br>SUBDIVISION OF LOT 8 IN DP 280098 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 200<br>Lengths are in metres | Registered<br>15/10/2025 | DP280098<br>ADDITIONAL SHEET 7 |

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# DETAIL PLAN

(SHEET 3 OF 3 DETAILS SHEETS)

MGA GDA 2020

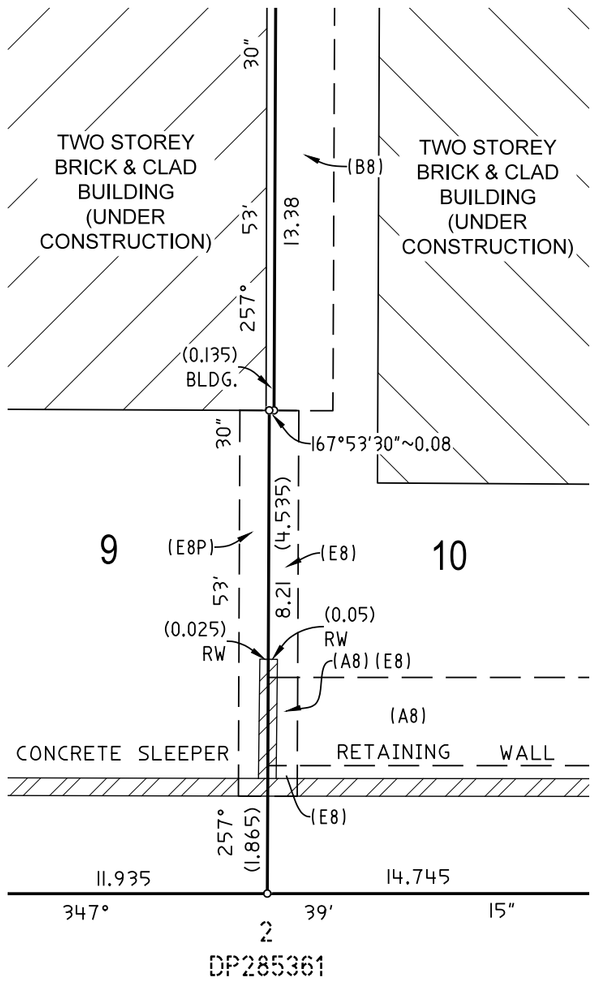


DIAGRAM 1

SCALE 1:100

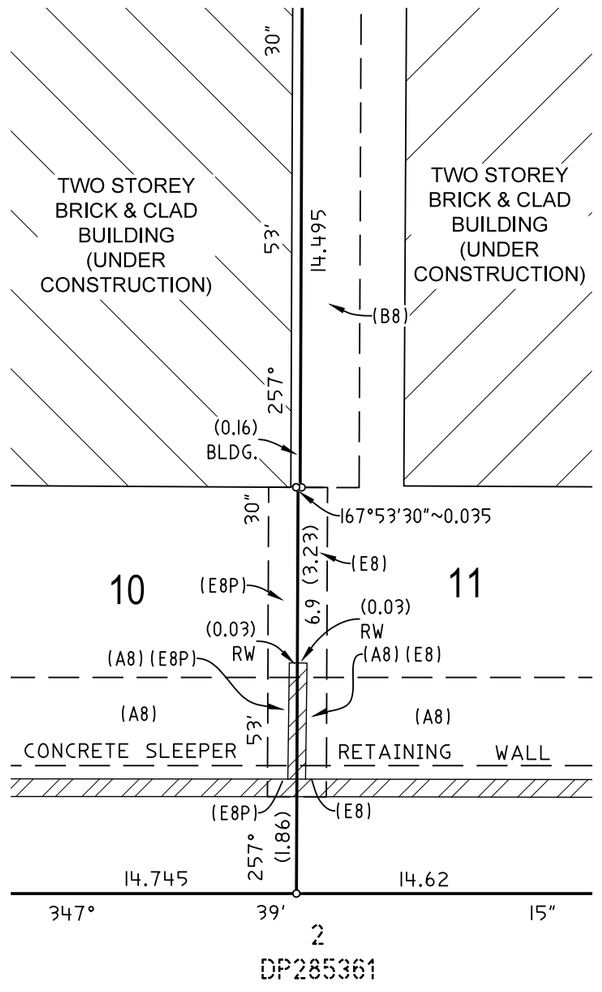


DIAGRAM 2

SCALE 1:100

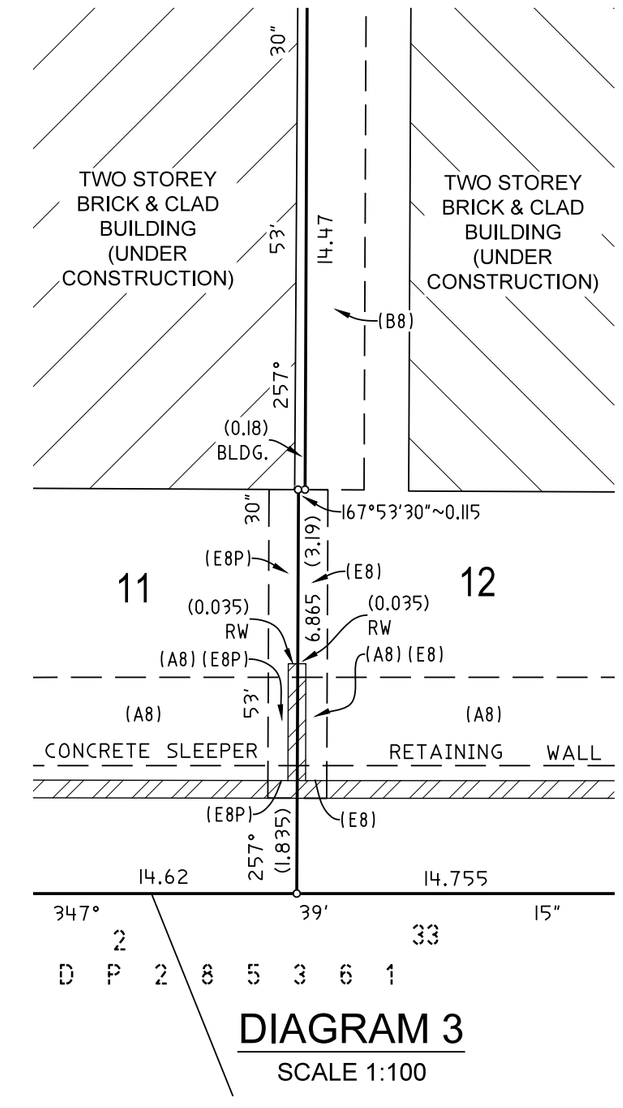


DIAGRAM 3

SCALE 1:100

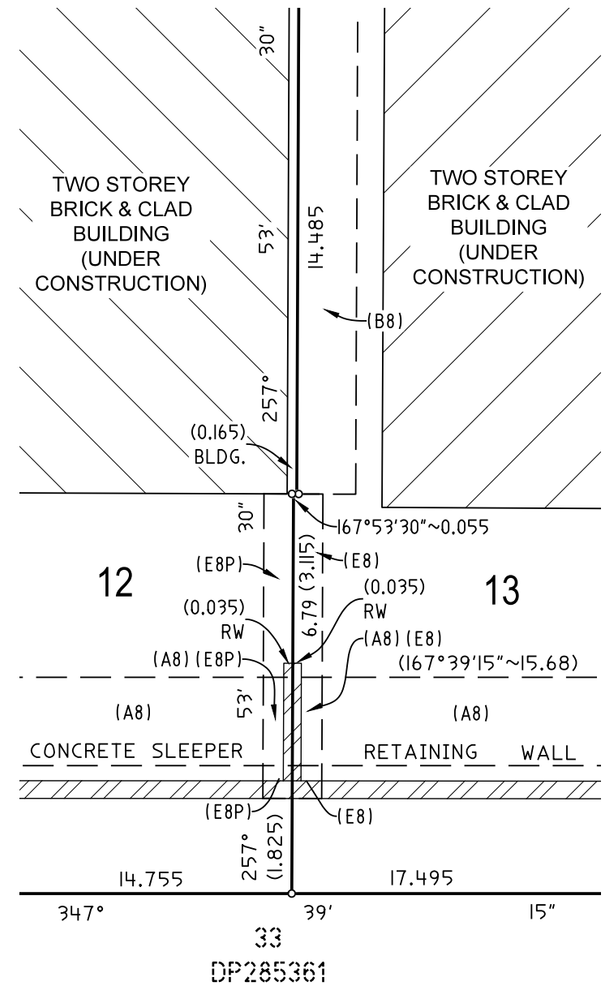


DIAGRAM 4

SCALE 1:100

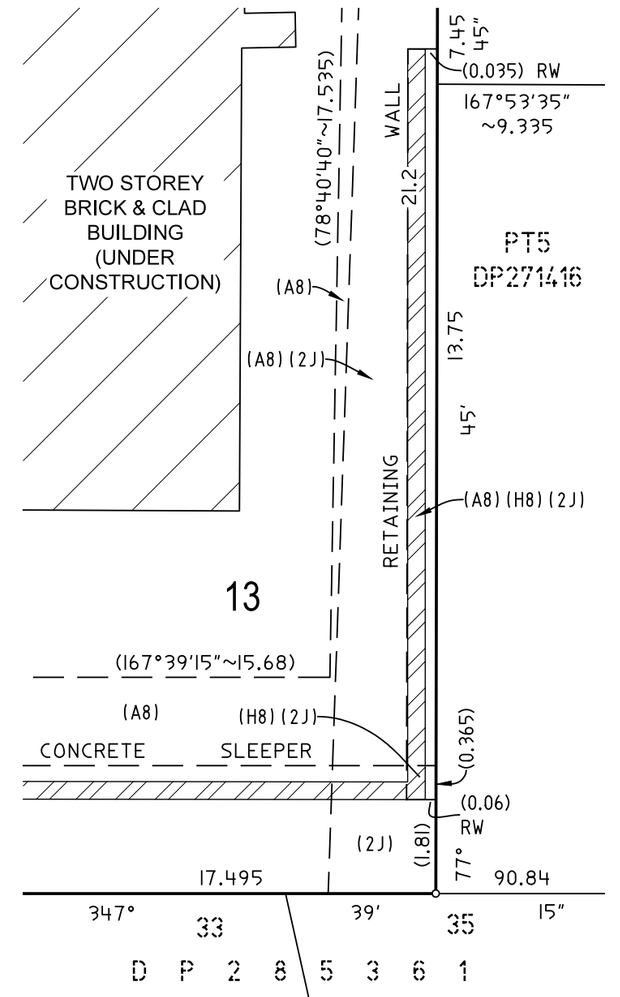


DIAGRAM 5

SCALE 1:100

(2J) - RESTRICTION ON THE USE OF LAND (APZ) - VARIABLE WIDTH (DP271416) & POSITIVE COVENANT (APZ)(271416) (NO.11) & (NO.13)
(A8) - EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE
(E8) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.3)
(E8P) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.4)
(B8) - EASEMENT FOR REPAIRS 1 WIDE
(H8) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.5)

THIS IS SHEET 8 OF DP 280098 AND REPLACES SHEET 3 AS REGARDS LOT 8 AND IS AN ADDITIONAL SHEET.

| SURVEYOR | PLAN OF | | | |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 05/06/2025<br>Reference: 011-18 PREC-SUB-08-TM | SUBDIVISION OF LOT 8 IN DP 280098 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 100<br>Lengths are in metres | Registered<br>15/10/2025 | DP280098<br>ADDITIONAL SHEET 8 |

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# DETAIL PLAN

(SHEET 1 OF 2 DETAIL SHEETS)

MGA GDA 2020

"X" SSM 180262 FD

3 DP11133

RM DH&W FD IN KB 168°35'~6.245 (D.P.737386)
168°35'~6.26 (DP1289188)

1 DP11133

RM DH&W FD IN KB 138°08'15"~1.505 (DP737386)

199°20'55" ~239.15

65°18'40" 13.825

6.815

55°40'50" (DP1289188)

53.815

57' 55"

15.665

SSM 82093 FD

RM DH&W FD IN KB 119°31'30"~3.52 (DP737386)

213°54'25"~56.050 (SURVEY)
213°54'25"~56.03 (MGA GROUND)

207°56'50"~186.36

122.985

05'

COONARA AVENUE

RM DH&W FD 120°44'30"~3.925 (DP737386)

33°

90.455

24'

213°19'05"~514.070 (SURVEY)
213°18'52"~514.073 (MGA GROUND)

213°22'35"~570.115 (SURVEY)
213°22'35"~570.099 (MGA GROUND)

RM DH&W FD 187°03'30"~7.885 (RE REFERENCED BY CALCULATION FROM DP737386)

32°

99.180

54'

(VARIABLE WIDTH)

20°

RM DH&W FD 125°05'15"~6.495 (DP737386)

37°

94.095

51'

RM DH&W FD 153°59'20"~23.17 (DP271416)

26.710

RM DH&W FD 163°27'15"~25.54 (DP271416)

10°

RM SSM 57918 FD

113°08'20"~6.74 (DP270109)

132°10'55"~48.855

"Y"

231°26'35"~93.305 (SURVEY)
231°26'25"~93.305 (MGA GROUND)

SSM 86040 FD

144°43'20"~140.830 (SURVEY)
144°43'22"~140.833 (MGA GROUND)

SSM 86041 FD (DP285362)

155°53'10"~349.21 (SURVEY)
155°53'~349.25 (MGA GROUND)

PT2 DP1289188

2 DP.11133

16 DP11133

3 DP1289188

PT2 DP1289188

PT5 DP271416

SSM 209323 FD

SSM 209314 FD

COMMUNITY

170°58'35" ~104.475

3 DP280098

4 DP280098

1 PROPERTY DP271416

PT1 PRECINCT PROPERTY DP280098

PT7 DP280098

PT4

DP271416

88°24'50"~122.54

244°10'~104.085

PT2 DP280098

3

DP 280098

PT1 PRECINCT PROPERTY DP280098

SEE SHEET 2 5 FOR DETAILS

14 15 16 17 18 19 20

169°27'05"~55.89

SSM 209531 FD

342°21'25"~157.39

SSM 209527 FD

DP271416

9 10 11 12 13

D P 2 8 0 0 9 8

90.84

(12.61)

68.095

RM GIP FD 307°~0.925 (DPI289188)

266.615

00'

10"

LINE

35

JOIN

DIAGRAM

PT5 DP271416

RM SSM 57918 FD

347°

9.83

72.55

2

33

39'

35 36 37 38

15"

348°

39

10

11

DP285362

7 6 1

DP285530

2 27 28 29 30 31 34 35

3 D P 2 8 5 3 6 1

D P 2 8 5 4 3 1

90°09'35" ~34.875

166°38'05" ~11.265

DIAGRAM

SSM 42222 FD

259°02'30" 38.945 (DPI289188)

RM GIP FD 81°21'30"~1.005 (II218-3000)

266.615

118.37

00'

10"

LINE

35

348°

36

JOIN

RM BROAD ARROW FD IN ROCK 339°32'30"~10.19 (II218-3000)

DIAGRAM
SCALE 1:1500

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 COORDINATE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | MGA COORDINATES | | CLASS | PU | METHOD | STATE |
| | EASTING | NORTHING | | | | |
| SSM 57918 | 317 806.493 | 6 264 510.729 | C | | SCIMS | FOUND |
| SSM 82093 | 318 088.833 | 6 264 940.316 | C | | SCIMS | FOUND |
| SSM 86040 | 317 733.533 | 6 264 452.570 | C | | SCIMS | FOUND |
| SSM 86041 | 317 814.865 | 6 264 337.594 | C | | SCIMS | FOUND |
| SSM 180262 | 318 120.121 | 6 264 986.797 | C | 0.02 | SCIMS | FOUND |
| SSM 42222 | 317 957.567 | 6 264 018.831 | B | | SCIMS | FOUND |
| SSM 209314 | 317 981.564 | 6 264 378.123 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209323 | 317 965.177 | 6 264 481.306 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209531 | 317 890.382 | 6 264 327.930 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209527 | 317 842.684 | 6 264 477.913 | D | | CADASTRAL TRAVERSE | FOUND |
| DATE OF SCIMS COORDINATES: 06/12/2024 | | MGA ZONE: 56 COMBINED SCALE FACTOR:0.999985 | | | MGA DATUM: GDA2020 | |

THIS IS SHEET 9 OF DP 280098 AND REPLACES SHEET 2 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET.

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 05/06/2025<br>Reference: 011-18 PREC-SUB-06-TM | PLAN OF<br>SUBDIVISION OF LOT 6 IN DP 280098 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1500<br>Lengths are in metres | Registered<br>16/10/2025 | ISSUE 9: 11/09/2025<br>DP280098<br>ADDITIONAL SHEET 9 |

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# DETAIL PLAN

(SHEET 2 OF 3 DETAILS SHEETS)

MGA GDA 2020

(OPEN ACCESS WAY KNOWN AS BADHU STREET) (11.7 WIDE)

(OPEN ACCESS WAY KNOWN AS YANDRA DRIVE) (11.7 WIDE)

4 DP271416

5 DP271416

1 DP271416

COMMUNITY PROPERTY

SEE DIAGRAM 1 | SEE DIAGRAM 2 | SEE DIAGRAM 3 | SEE DIAGRAM 4 | SEE DIAGRAM 5 | SEE DIAGRAM 6

14 313.6 m² | 15 270.2 m² | 16 273.9 m² | 17 290.8 m² | 18 271.4 m² | 19 269.3 m² | 20 310.1 m²

TWO STOREY BRICK & CLAD TERRACE DWELLING (UNDER CONSTRUCTION)

SSM 209527 FD

SSM 209531

## DIAGRAM

SCALE 1:100

(A6) - EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE WIDTH
(C6) - EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (NO.3)
(C6P) - EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (NO.4)
(E6) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.5)
(E6P) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.6)
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP1313553)
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)
(E6A), (E6B), (E6C), (E6D), (E6E), (E6F) & (E6G) (NO.10,11,12,13,14,15 &16) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE
(2J) - RESTRICTION ON HE USE OF LAND (APZ) - VARIABLE WIDTH (DP271416) & POSITIVE COVENANT (APZ) (DP271416)
(B6) - EASEMENT FOR REPAIRS 1 WIDE
(H6) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.8)

NOTE 1 - DENOTES BOUNDARY IS GENERALLY THROUGH THE CENTRE OF THE HEBAL PANEL WITHIN THE COMMON WALL.

THIS IS SHEET 10 OF DP 280098 AND REPLACES SHEET 3 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET.

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 05/06/2025<br>Reference: 011-18 PREC-SUB-06-TM | PLAN OF<br>SUBDIVISION OF LOT 6 IN DP 280098 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 200<br>Lengths are in metres | Registered<br>16/10/2025 | ISSUE 9: 11/09/2025<br>DP280098<br>ADDITIONAL SHEET 10 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S21 [08] - A.K.P. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2025 07:50 /Seq:10 of 48
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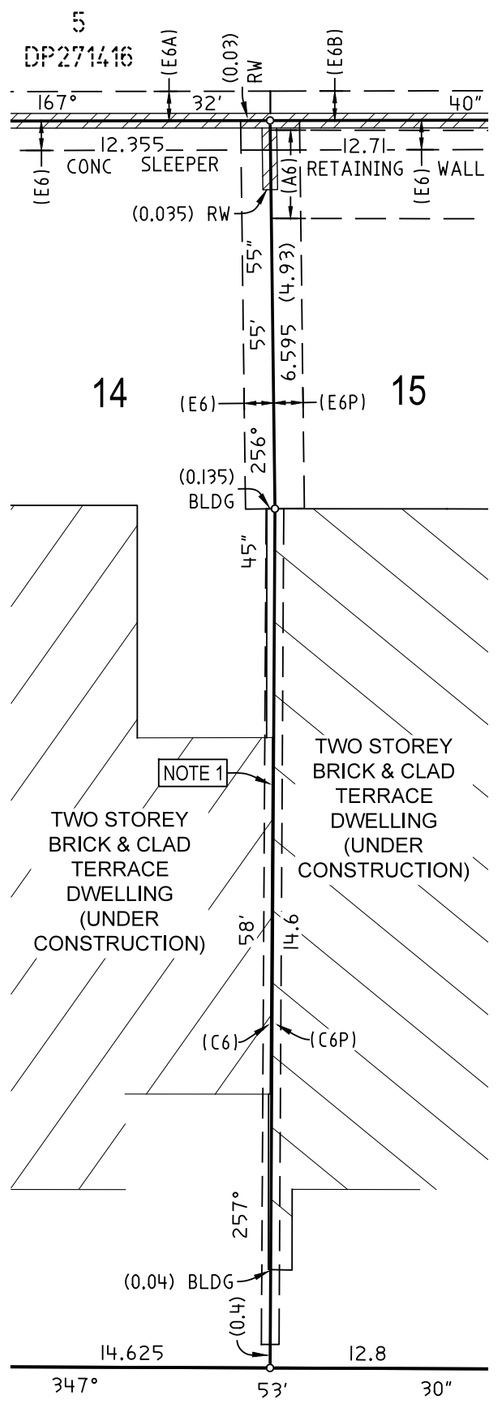
# DETAIL PLAN

(SHEET 3 OF 3 DETAILS SHEETS)

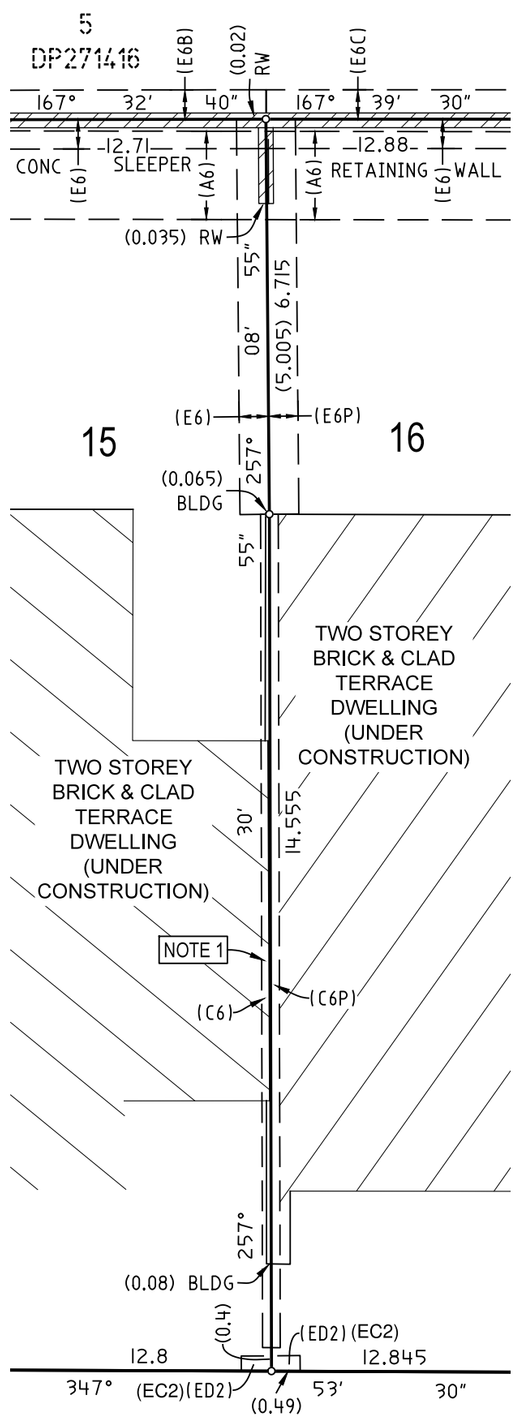
MGA GDA 2020




(OPEN ACCESS KNOWN AS NGURRA CIRCUIT)
1 DP271416

## DIAGRAM 1

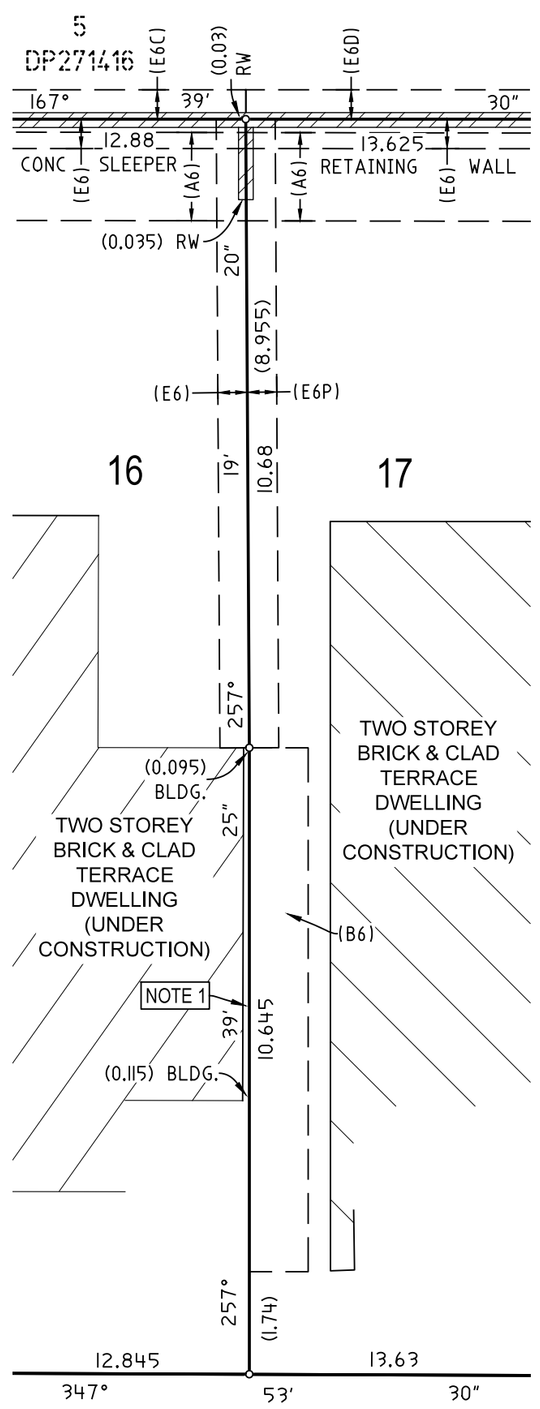
SCALE 1:100




(OPEN ACCESS KNOWN AS NGURRA CIRCUIT)
1 DP271416

## DIAGRAM 2

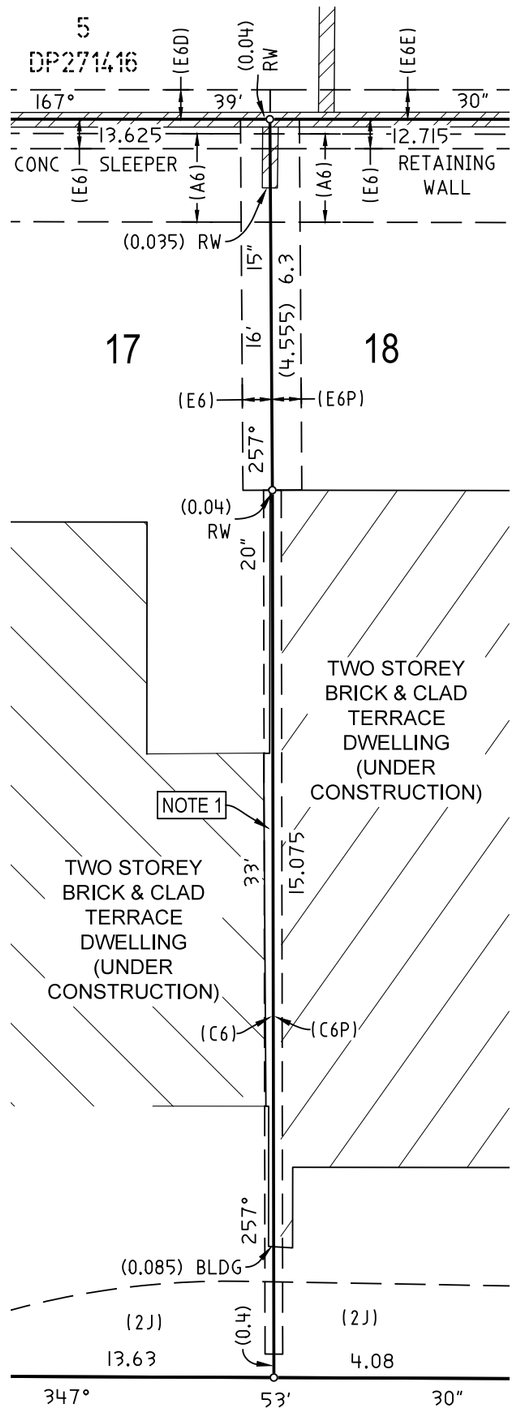
SCALE 1:100




(OPEN ACCESS KNOWN AS NGURRA CIRCUIT)
1 DP271416

## DIAGRAM 3

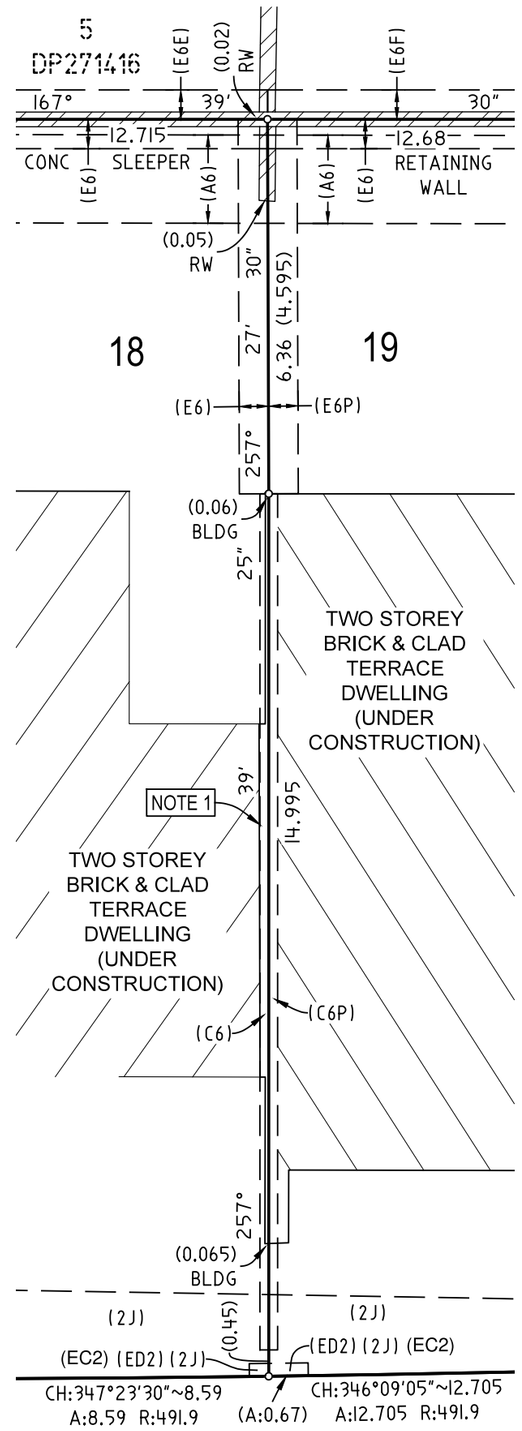
SCALE 1:100




(OPEN ACCESS KNOWN AS NGURRA CIRCUIT)
1 DP271416

## DIAGRAM 4

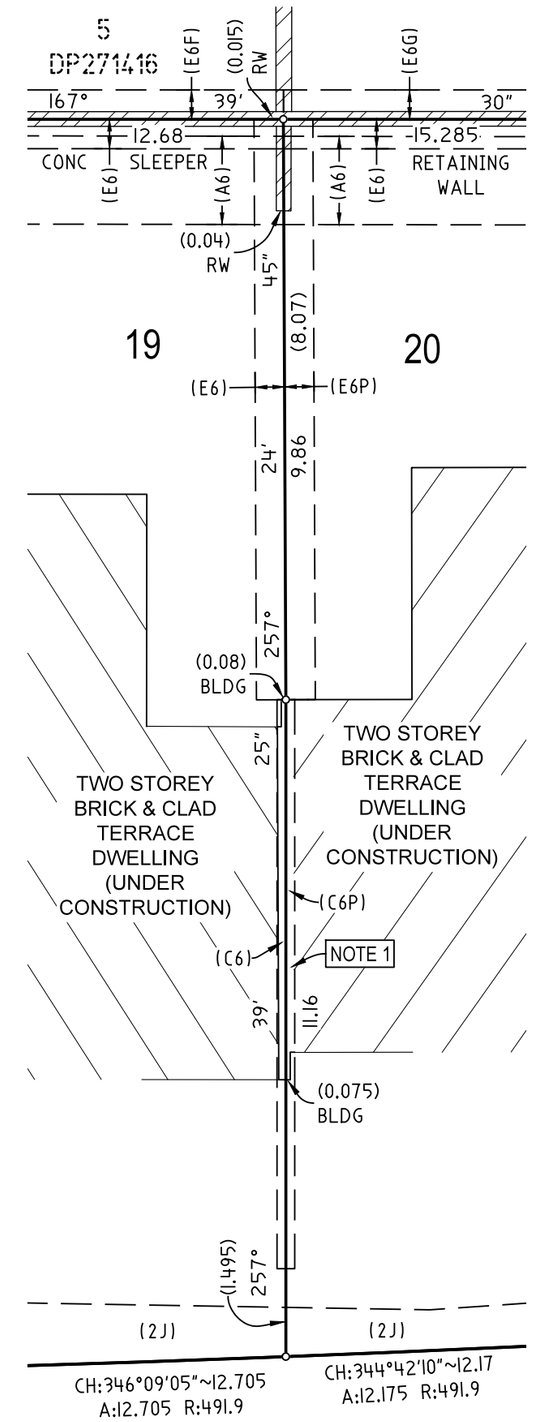
SCALE 1:100




(OPEN ACCESS KNOWN AS NGURRA CIRCUIT)
1 DP271416

## DIAGRAM 5

SCALE 1:100




(OPEN ACCESS KNOWN AS NGURRA CIRCUIT)
1 DP271416

## DIAGRAM 6

SCALE 1:100

(A6) - EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE WIDTH
(C6) - EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (NO.3)
(C6P) - EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (NO.4)
(E6) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.5)
(E6P) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.6)
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP1313553)
(E6A), (E6B), (E6C), (E6D), (E6E), (E6F) & (E6G) (NO.10,11,12,13,14,15 &16) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE
(2J) - RESTRICTION ON HE USE OF LAND (APZ) - VARIABLE WIDTH (DP271416) & POSITIVE COVENANT (APZ) (DP271416)
(B6) - EASEMENT FOR REPAIRS 1 WIDE
(H6) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.8)
(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)

NOTE 1 - DENOTES BOUNDARY IS GENERALLY THROUGH THE CENTRE OF THE HEBAL PANEL WITHIN THE COMMON WALL.

THIS IS SHEET 11 OF DP 280098 AND REPLACES SHEET 3 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET.

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 05/06/2025<br>Reference: 011-18 PREC-SUB-06-TM | PLAN OF<br>SUBDIVISION OF LOT 6 IN DP 280098 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 100<br>Lengths are in metres | Registered<br>16/10/2025 | ISSUE 9: 11/09/2025<br>DP280098<br>ADDITIONAL SHEET 11 |

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# DETAIL PLAN

(SHEET 1 OF 3 DETAIL SHEETS)

MGA GDA 2020

"X" SSM 180262 FD

3 DP11133

RM DH&W FD IN KB 168°35'~6.245 (D.P.737386) 168°35'~6.26 (DPI289188)

1 DP11133

2 DP.11133

16 DP11133

RM DH&W FD IN KB 138°08'15"~1.505 (DP737386)

199°20'55"~239.15 (SURVEY) 199°18'40"~239.59 (MGA GROUND)

13.885 6.815 53.815 15.665

SSM 82093 FD

RM DH&W FD IN KB 119°31'30"~3.52 (DP737386)

213°54'25"~56.050 (SURVEY) 213°56'50"~56.036 (MGA GROUND)

207°56'50"~186.36

PT2 DP1289188

3 DP1289188

PT2 DP1289188

122.985

RM DH&W FD 120°44'30"~3.925 (DP737386)

COONARA AVENUE

213°19'05"~514.070 (SURVEY) 213°18'52"~514.073 (MGA GROUND)

PT5 DP271416

90.455

RM DH&W FD 187°03'30"~7.885 (RE REFERENCED BY CALCULATION FROM DP737386)

213°22'35"~570.115 (SURVEY) 213°22'35"~570.099 (MGA GROUND)

99.180 (VARIABLE WIDTH)

RM DH&W FD 125°05'15"~6.495 (DP737386)

94.095

PT1 PRECINCT PROPERTY DP280098

SSM 209323 FD

SSM 209314 FD

COMMUNITY

170°58'35" ~104.475

3 DP280098

4 DP280098

1 PROPERTY DP271416

PT1 PRECINCT PROPERTY DP280098

DP271416 PT7 DP280098 PT4 PT7 DP280098

88°24'50"~22.54

244°10'~104.085

DP271416 PT2 DP280098 3

SEE SHEET 2 FOR DETAILS

| 27 | 26 | 25 | 24 | 23 | 22 | 21 |
|---|---|---|---|---|---|---|

| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
|---|---|---|---|---|---|---|

D P 2 8 0 0 9 8

DP280098 PT2

200°22'15"~66.39

SSM 209531 FD

342°21'25"~157.39

SSM 209527 FD

RM DH&W FD 153°59'20"~23.17 (DP271416)

RM DH&W FD 163°27'15"~25.54 (DP271416)

26.710

PT5 DP271416

RM SSM 57918 FD

| 9 | 10 | 11 | 12 | 13 |
|---|---|---|---|---|

D P 2 8 0 0 9 8

DP271416

90.84

(12.61)

68.095

RM GIP FD 307°~0.925 (DPI289188)

266.615

DIAGRAM LINE JOIN

| 347° | 72.55 | 39' | 15" | 348° | 00' | 10" |
|---|---|---|---|---|---|---|
| 9.83 | 2 33 | 35 36 37 38 39 | 10 11 | 7 6 | 1 2 27 28 29 30 31 34 | 35 |

DP285530 DP285362

D P 2 8 5 3 6 1

D P 2 8 5 4 3 1

132°10'55" ~48.855

113°08'20"~6.74 (DP270109)

90°09'35" ~34.875

166°38'05" ~11.265

RM SSM 57918 FD

"Y"

231°26'35"~93.305 (SURVEY) 231°26'25"~93.305 (MGA GROUND)

144°43'20"~140.830 (SURVEY) 144°43'22"~140.833 (MGA GROUND)

SSM 86040 FD

SSM 86041 FD (DP285362)

155°53'10"~349.21 (SURVEY) 155°53'~349.25 (MGA GROUND)

DIAGRAM

SSM 42222 FD

259°02'30" 38.945 (DPI289188)

RM GIP FD 81°21'30"~1.005 (II218-3000)

LINE 266.615 118.37

348° 00' 10"

35 36

JOIN

RM BROAD ARROW FD IN ROCK 339°32'30"~10.19 (II218-3000)

DIAGRAM SCALE 1:1500

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 COORDINATE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | MGA COORDINATES | | CLASS | PU | METHOD | STATE |
| | EASTING | NORTHING | | | | |
| SSM 57918 | 317 806.493 | 6 264 510.729 | C | | SCIMS | FOUND |
| SSM 82093 | 318 088.833 | 6 264 940.316 | C | | SCIMS | FOUND |
| SSM 86040 | 317 733.533 | 6 264 452.570 | C | | SCIMS | FOUND |
| SSM 86041 | 317 814.865 | 6 264 337.594 | C | | SCIMS | FOUND |
| SSM 180262 | 318 120.121 | 6 264 986.797 | C | 0.02 | SCIMS | FOUND |
| SSM 42222 | 317 957.567 | 6 264 018.831 | B | | SCIMS | FOUND |
| SSM 209314 | 317 981.564 | 6 264 378.123 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209323 | 317 965.177 | 6 264 481.306 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209531 | 317 890.382 | 6 264 327.930 | D | | CADASTRAL TRAVERSE | FOUND |
| SSM 209527 | 317 842.684 | 6 264 477.913 | D | | CADASTRAL TRAVERSE | FOUND |
| DATE OF SCIMS COORDINATES: 05/02/2025 | | MGA ZONE: 56 COMBINED SCALE FACTOR: 0.999985 | | | MGA DATUM: GDA2020 | |

THIS IS SHEET 12 OF DP 280098 AND REPLACES SHEET 2 AS REGARDS LOT 5 AND IS AN ADDITIONAL SHEET.

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 03/07/2025<br>Reference: 011-18 PREC-SUB-05-TM | PLAN OF<br>SUBDIVISION OF LOT 5 IN DP 280098 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 1500<br>Lengths are in metres | Registered<br>20/10/2025 | ISSUE 5: 11/09/2025<br>DP280098<br>ADDITIONAL SHEET 12 |

CAD REF: G:\Acquired\CR\Projects\2018_jn\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S22 [05] - JM.J. - T.M.

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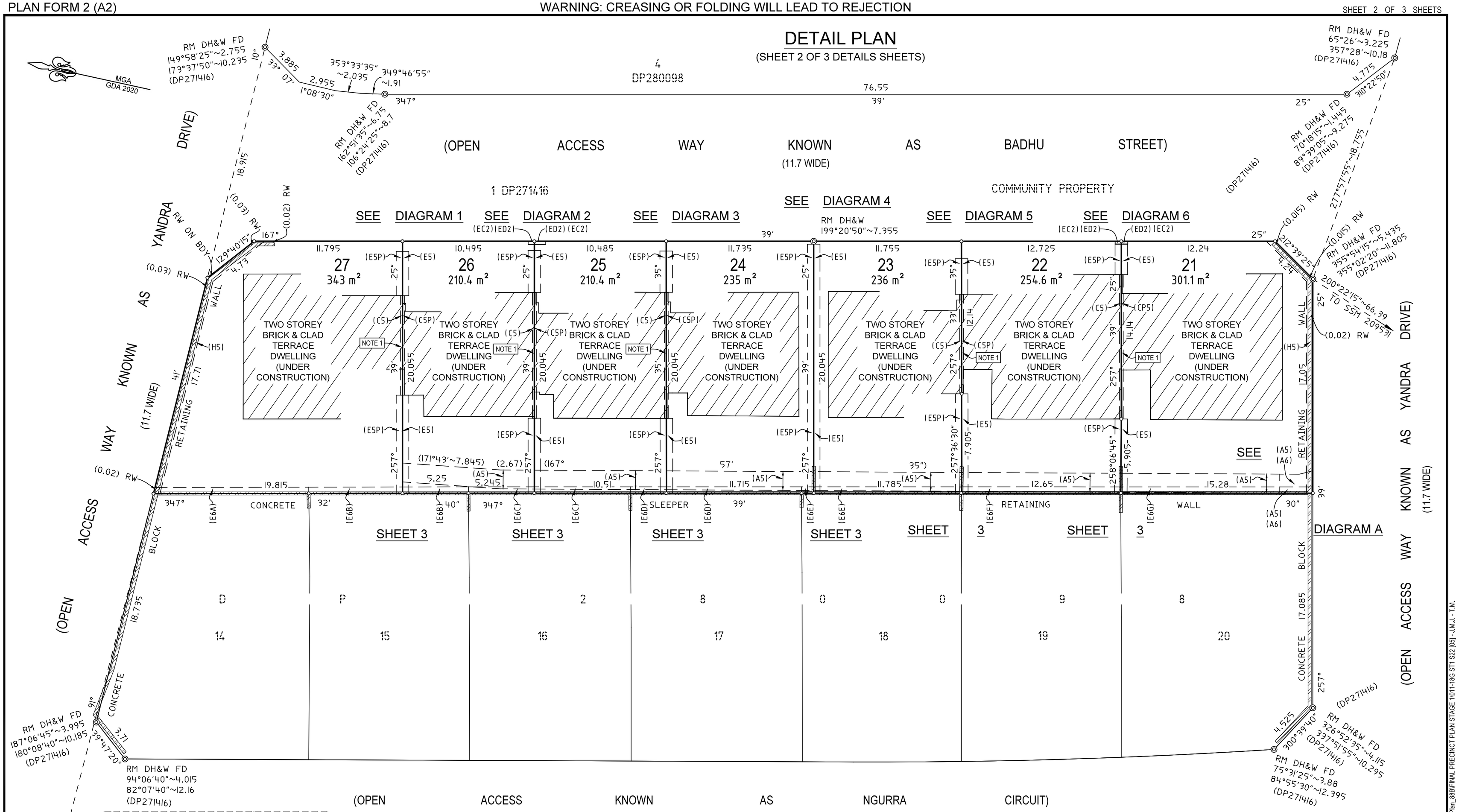
# DETAIL PLAN

(SHEET 2 OF 3 DETAILS SHEETS)



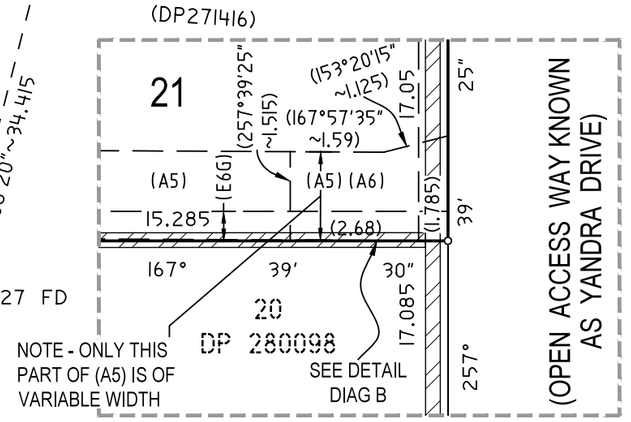
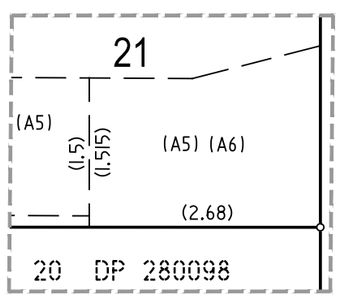




DIAGRAM A
SCALE 1:100




DETAIL
DIAG B - NTS

(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)
(A5) - EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE
(C5) - EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (NO.2)
(C5P) - EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (NO.3)
(E5) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.4)
(E5P) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.5)
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP1313553)
(E6A), (E6B), (E6C), (E6D), (E6E), (E6F) & (E6G) (NO.10,11,12,13,14,15 &16)
- EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (DP 280098 DOC C)
(H5) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE
(A6) - EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE (DP 280098 DOC C)

NOTE 1 - DENOTES BOUNDARY IS GENERALLY THROUGH THE CENTRE OF THE HEBAL PANEL WITHIN THE COMMON WALL.

THIS IS SHEET 13 OF DP 280098 AND REPLACES SHEET 3 AS REGARDS LOT 5 AND IS AN ADDITIONAL SHEET.

| SURVEYOR | PLAN OF | LGA: THE HILLS SHIRE | Registered | ISSUE 5: 11/09/2025 |
|---|---|---|---|---|
| Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 03/07/2025<br>Reference: 011-18 PREC-SUB-05-TM | SUBDIVISION OF LOT 5 IN DP 280098 | Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 200<br>Lengths are in metres | 20/10/2025 | DP280098<br>ADDITIONAL SHEET 13 |

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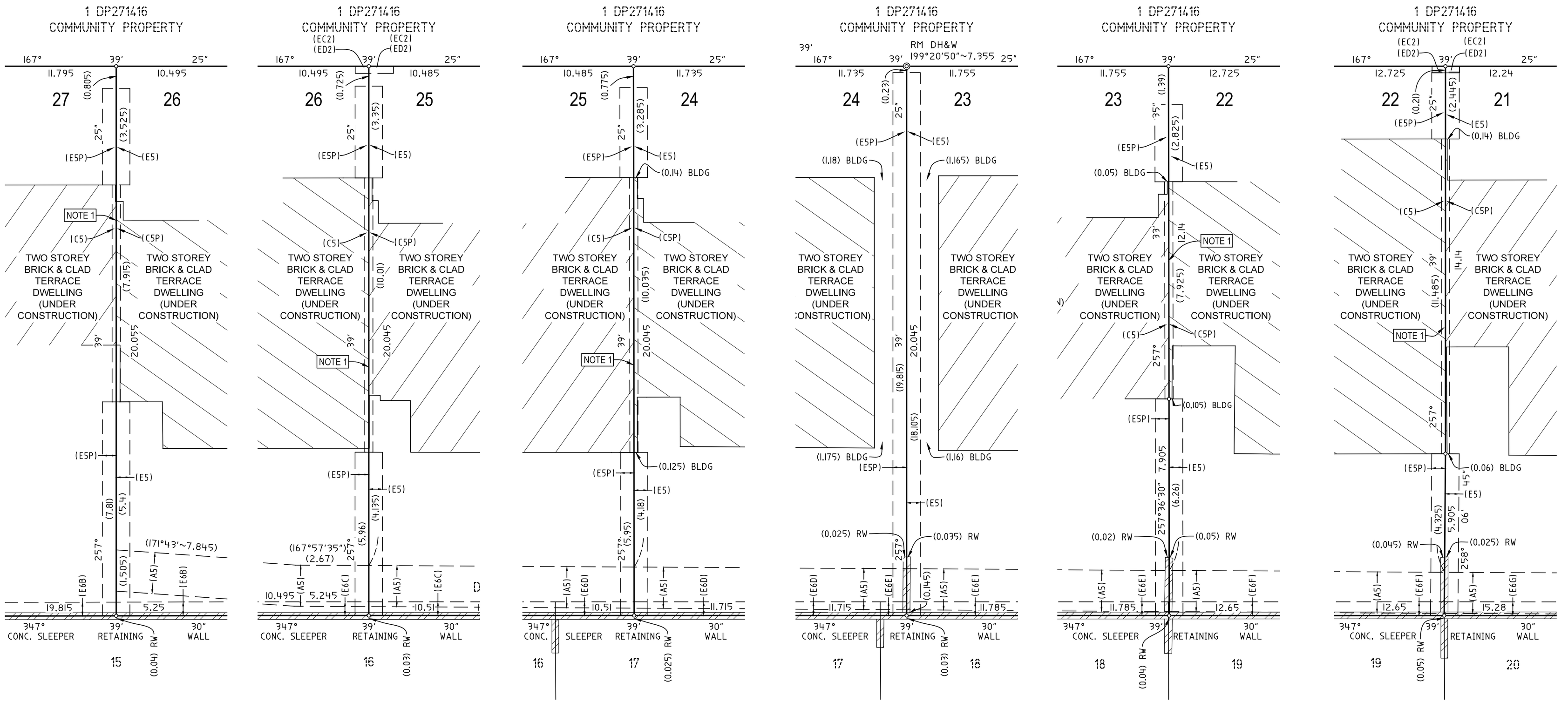
# DETAIL PLAN

(SHEET 3 OF 3 DETAILS SHEETS)

MGA GDA 2020

(OPEN ACCESS WAY KNOWN AS BADHU STREET)




(EC2) - EASEMENT FOR UNDERGROUND CABLES 1.6 WIDE & VARIABLE (DP1313553)

(A5) - EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE
(C5) - EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (NO.2)
(C5P) - EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (NO.3)
(E5) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.4)
(E5P) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (NO.5)
(ED2) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP1313553)
(E6A), (E6B), (E6C), (E6D), (E6E), (E6F) & (E6G) (NO.10,11,12,13,14,15 &16) - EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (DP 280098 DOC C)

NOTE 1 - DENOTES BOUNDARY IS GENERALLY THROUGH THE CENTRE OF THE HEBAL PANEL WITHIN THE COMMON WALL.

THIS IS SHEET 14 OF DP 280098 AND REPLACES SHEET 3 AS REGARDS LOT 5 AND IS AN ADDITIONAL SHEET.

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: TASY MORAITIS<br>Colliers International Engineering & Design NSW<br>Date: 03/07/2025<br>Reference: 011-18 PREC-SUB-05-TM | PLAN OF<br>SUBDIVISION OF LOT 5 IN DP 280098 | LGA: THE HILLS SHIRE<br>Locality: WEST PENNANT HILLS<br>Reduction Ratio: 1: 100<br>Lengths are in metres | Registered<br>20/10/2025 | ISSUE 5: 11/09/2025<br>DP280098<br>ADDITIONAL SHEET 14 |

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_886\FINAL PRECINCT PLAN STAGE 1011-186 ST1 S22 [05] - J.M.J. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2025 07:50 /Seq:14 of 48
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Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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# DP280098

## COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

.....
**ATTENTION**
.....

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

| Sig/Admin Sheet Number | Number of Sig/Admin Sheets | Contains U.E. Schedule (Y/N) | Registration Date | Number of Sheets in Subject Plan | Lot Numbers Created |
|---|---|---|---|---|---|
| Document.A | 6 | Y | 14/10/2025 | 5 | 8 |
| Document B | 9 | Y | 15/10/2025 | 3 | 9-13 |
| Document C | 9 | Y | 16/10/2025 | 3 | 14-20 |
| Document D | 9 | Y | 20/10/2025 | 3 | 21-27 |
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Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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| PLAN FORM 6 (2020) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 6 sheet(s) |
|---|---|---|

Office Use Only

Registered: 14/10/2025

Title System: TORRENS

Office Use Only

# DP280098

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 2 IN DP271416

LGA: THE HILLS SHIRE

Locality: WEST PENNANT HILLS

Parish: FIELD OF MARS

County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of SUITE 7.01 , LEVEL 7 , 3 RIDER BLVD , RHODES

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 30/04/2025 , or

~~*(b) The part of the land shown in the plan(*being/*excluding ** ..... ) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

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

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

Signature: Tasy Moraitis Dated: 01/08/2025

Surveyor Identification No: 1652

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

Electronic signature affixed by me on the 01/08/2025

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, David Munday

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

Signature: Electronically signed by me David Munday, affixed by me 17/9/2025

Registration number: N/A

Consent Authority: The Hills Shire Council

Date of endorsement: 17/9/2025

Subdivision Certificate number: 10/2026/SC

File number: 859/2022/JP

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation.~~
DP 271416
DP 1289188

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

Surveyor's Reference: 011-18 PREC-SUB1-TM

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

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S19 [04] - E.D. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection**

## DEPOSITED PLAN ADMINISTRATION SHEET



**Registered:** 14/10/2025 Office Use Only

Office Use Only

# DP280098

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 2 IN DP271416

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Subdivision Certificate number: 10/2026/SC

Date of endorsement: 17/9/2025

Name of Development (Optional)

HOUSING PRECINCT
HIGHFOREST

Address for Service of Notices

C/- STRATA PLUS
PO BOX H181
ROYAL EXCHANGE NSW 1225

### WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of clause 11(2) *Community Land Development Regulation 2021*.

Any changes will be recorded in a replacement schedule.

### UPDATE NOTE (Approved Form 8)

This document contains an *updated/*revised schedule of Unit Entitlements and replaces the existing schedule registered on ^.....

** Strike through if inapplicable*
*^ Insert registration date of previous schedule*

HISTORICAL FILE
SEE ADMINISTRATION SHEET
(DOC.B)

### VALUER'S CERTIFICATE (Approved Form 9)

I,# Jarrad Owen

of Ray White Valuations

being a qualified valuer, as defined in the *Community Land Development Act 2021* by virtue of having membership with:

Professional Body: Australian Property Institute

Class of membership: Associate

Membership number: 69944

certify that:

the unit entitlements shown in the schedule herewith were apportioned on 28/08/2025 (being the valuation day) in accordance with section 31 *Community Land Development Regulation 2021.*

Signature: ..... Dated: 15/09/2025

*# Full name, valuer company name or company address*

SCHEDULE OF UNIT ENTITLEMENT

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|---|---|---|
| 1 | PRECINCT PROPERTY | |
| 2 | 42 | |
| 3 | 31 | |
| 4 | 23 | |
| 5 | 22 | |
| 6 | 23 | |
| 7 | 37 | |
| 8 | 22 | |
| TOTAL | 200 | |

If space is insufficient use annexure sheet - Plan Form 6A

Surveyor's Reference: 011-18 PREC-SUB1-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S19 [06] - E.D. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet(s)

Office Use Only

**Registered:** 14/10/2025

Office Use Only

# DP280098

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 2 IN DP271416

Subdivision Certificate number: 10/2026/SC

Date of Endorsement: 17/9/2025

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

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

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

(1) EASEMENT FOR PUBLIC ACCESS AND FOR PASSIVE RECREATION PURPOSES (WHOLE OF LOT)(3N)
(2) EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) (3D)
(3) EASEMENT FOR SERVICES (WHOLE OF LOT) (3E)
(4) RESTRICTION ON THE USE OF LAND
(5) POSITIVE COVENANT
(6) RESTRICTION ON THE USE OF LAND
(7) POSITIVE COVENANT
(8) RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB1-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S19 [04] - E.D. - T.M.

Document Set ID: 22093397
Version: 3, Version Date: 22/09/2025

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 6 sheet(s)

Office Use Only

**Registered:** 14/10/2025

Office Use Only

# DP280098

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 2 IN DP271416

Subdivision Certificate number: 10/2026/SC

Date of Endorsement: 17/9/2025

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

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

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c) | | | | |
|---|---|---|---|---|
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
| 1 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 2 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 3 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 4 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 5 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 6 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 7 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |
| 8 | N/A | COONARA | AVENUE | WEST PENNANT HILLS |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB1-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S19 [04] - E.D. - T.M.

Document Set ID: 22093397
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 6 sheet(s)

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**Registered:** 14/10/2025

Office Use Only

# DP280098

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 2 IN DP271416

Subdivision Certificate number: 10/2026/SC

Date of Endorsement: 17/9/2025

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

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

**SIGNATURES:**

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Signature of Witness

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Taylah Taka

Name of Witness (print)

L28/200 George Street, Sydney nsw 2000

Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Geoffrey Cohen

Name of Attorney (print)

Project Director

Position of Attorney (print)

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Angus Smith

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Signing of behalf of **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**

Power of attorney: Book 4836
No 835

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB1-TM

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Document Set ID: 22093397
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 6 sheet(s)

Office Use Only

**Registered:** 14/10/2025

Office Use Only

# DP280098

(DOC.A )

**PLAN OF**
SUBDIVISION OF LOT 2 IN DP271416

Subdivision Certificate number: 10/2026/SC

Date of Endorsement: 17/9/2025

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

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

**Consent of Mortgagee**

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

Signature of Witness

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Taylah Taka

Name of Witness

L28/200 George Street, Sydney nsw 2000

Address of Witness

Signed by attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 414 375**

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Geoffrey Cohen

Name of Attorney

Project Director

Position of Attorney

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 1/10/2025

Angus Smith

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Power of attorney: Book 4833

No 896

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB1-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S19 [04] - E.D. - T.M.

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| PLAN FORM 6 (2020) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of ~~X~~ 9 sheet(s) |
|---|---|---|

Office Use Only

Registered: 15/10/2025

Title System: TORRENS

Office Use Only

# DP280098

(DOC.B )

**PLAN OF**
SUBDIVISION OF LOT 8 IN DP 280098

LGA: THE HILLS SHIRE

Locality: WEST PENNANT HILLS

Parish: FIELD OF MARS

County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of SUITE 7.01 , LEVEL 7 , 3 RIDER BLVD , RHODES

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 05/06/2025 , or

~~*(b) The part of the land shown in the plan(*being/*excluding **.....~~
~~.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

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

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

Signature: Tasy Moraitis Dated: 01/08/2025

Surveyor Identification No: 1652

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

Electronic signature affixed by me on the 1/08/2025

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

David Munday

I, .....

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

Signature: Electronically signed by me David Munday, affixed by me 17/9/2025

Registration number: N/A

Consent Authority: The Hills Shire Council

Date of endorsement: 17/9/2025

Subdivision Certificate number: 11/2026/SC

File number: 859/2022/JP

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation.~~

DP 270109
DP 271416
DP 280098
DP 1289188

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

Surveyor's Reference: 011-18 PREC-SUB-08-TM

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

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S20 [03] - A.K.P. - T.M.

Document Set ID: 22096063
Version: 3, Version Date: 07/09/2025

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection**

## DEPOSITED PLAN ADMINISTRATION SHEET



Office Use Only

**Registered:** 15/10/2025

Office Use Only

# DP280098

(DOC.B )

**PLAN OF**
SUBDIVISION OF LOT 8 IN DP 280098

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Subdivision Certificate number: .....

Date of endorsement: .....

Name of Development (Optional)

HOUSING PRECINCT
HIGHFOREST

Address for Service of Notices

C/- STRATA PLUS
PO BOX H181
ROYAL EXCHANGE NSW 1225

**WARNING STATEMENT (Approved Form 7)**

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of clause 11(2) *Community Land Development Regulation 2021*.

Any changes will be recorded in a replacement schedule.

**UPDATE NOTE (Approved Form 8)**

This document contains an *updated/*~~revised~~ schedule of Unit Entitlements and replaces the existing schedule registered on ^ 14.10.2025

** Strike through if inapplicable*
*^ Insert registration date of previous schedule*

**VALUER'S CERTIFICATE (Approved Form 9)**

I,# Jarrad Owen

of Ray White Valuations

being a qualified valuer, as defined in the *Community Land Development Act 2021* by virtue of having membership with:

Professional Body: Australian Property Institude

Class of membership: Associate

Membership number: 69944

certify that:

the unit entitlements shown in the schedule herewith were apportioned on 28/08/2025 (being the valuation day) in accordance with section 31 *Community Land Development Regulation 2021*.

Signature: ..... Dated: 15/09/2025

*# Full name, valuer company name or company address*

SCHEDULE OF UNIT ENTITLEMENT

SEE SHEET 3 FOR SCHEDULE OF UNIT ENTITLEMENT

If space is insufficient use annexure sheet - Plan Form 6A

Surveyor's Reference: 011-18 PREC-SUB-08-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S20 [06] - A.K.P. - T.M.

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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 9 sheet(s)

**Registered:** 15/10/2025 Office Use Only

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# DP280098

(DOC.B )

**PLAN OF**
SUBDIVISION OF LOT 8 IN DP 280098

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

## SCHEDULE OF UNIT ENTITLEMENT

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|---|---|---|
| 1 | PRECINCT PROPERTY | |
| 2 | 42 | |
| 3 | 31 | |
| 4 | 23 | |
| 5 | 22 | |
| 6 | 23 | |
| 7 | 37 | |
| 8 | SUBDIVIDED INTO LOTS 9 TO 13 | SEE ADDITIONAL SHEETS 6 TO 8 |
| 9 | 5 | |
| 10 | 4 | |
| 11 | 4 | |
| 12 | 4 | |
| 13 | 5 | |
| TOTAL | 200 | |

## HISTORICAL FILE

SEE ADMINISTRATION SHEET
(DOC.C)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-08-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S20 [06] - A.K.P. - T.M.

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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of ~~8~~ 9 sheet(s)

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**Registered:** 15/10/2025

Office Use Only

# DP280098

(DOC.B )

**PLAN OF**
SUBDIVISION OF LOT 8 IN DP 280098

Subdivision Certificate number: 11/2026/SC

Date of Endorsement: 17/9/2025

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (A8)
2. EASEMENT FOR REPAIRS 1 WIDE (B8)
3. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E8)
4. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E8P)
5. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (H8)
6. POSITIVE COVENANT FOR MAINTENANCE AND REPAIR
7. POSITIVE COVENANT

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-08-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S20 [03] - A.K.P. - T.M.

Document Set ID: 22096063
Version: 3, Version Date: 07/09/2025

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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of ~~9~~ sheet(s)

**Registered:** 15/10/2025 Office Use Only

Office Use Only

# DP280098

(DOC.B )

**PLAN OF**
SUBDIVISION OF LOT 8 IN DP 280098

Subdivision Certificate number: 11/2026/SC

Date of Endorsement: 17/9/2025

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|---|---|---|---|---|
| 9 | 1 | NGURRA | CIRCUIT | WEST PENNANT HILLS |
| 10 | 3 | NGURRA | CIRCUIT | WEST PENNANT HILLS |
| 11 | 5 | NGURRA | CIRCUIT | WEST PENNANT HILLS |
| 12 | 7 | NGURRA | CIRCUIT | WEST PENNANT HILLS |
| 13 | 9 | NGURRA | CIRCUIT | WEST PENNANT HILLS |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-08-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S20 [03] - A.K.P. - T.M.

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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of ~~X~~ 9 sheet(s)

Office Use Only

**Registered:** 15/10/2025

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(DOC.B )

**PLAN OF**
SUBDIVISION OF LOT 8 IN DP 280098

Subdivision Certificate number: 11/2026/SC

Date of Endorsement: 17/9/2025

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

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

**SIGNATURES:**

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Signature of Witness

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Taylah Taka

Name of Witness (print)

L28/200 George Street, Sydney nsw 2000

Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Geoffrey Cohen

Name of Attorney (print)

Project Director

Position of Attorney (print)

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Angus Smith

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Signing of behalf of **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**

Power of attorney: Book 4836

No 835

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-08-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S20 [03] - A.K.P. - T.M.

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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of ~~X~~ 9 sheet(s)

Office Use Only

**Registered:** 15/10/2025

Office Use Only

# DP280098

(DOC.B )

**PLAN OF**
SUBDIVISION OF LOT 8 IN DP 280098

Subdivision Certificate number: 11/2026/SC

Date of Endorsement: 17/9/2025

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

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

**Consent of Mortgagee**

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

Signature of Witness

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Taylah Taka

Name of Witness

L28/200 George Street, Sydney nsw 2000

Address of Witness

Signed by attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 414 375**

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Geoffrey Cohen

Name of Attorney

Project Director

Position of Attorney

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Angus Smith

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Power of attorney: Book 4833

No 896

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-08-TM

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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 8 of 9 sheet(s)

Office Use Only

**Registered:** 15/10/2025

Office Use Only

DP280098

(DOC.B )

**PLAN OF**
SUBDIVISION OF LOT 8 IN DP 280098

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

**Approved For**

**Execution by a Developer on behalf of Community Association**

I, Geoffrey Cohen ..... being a developer of Community Scheme No 271416 pursuant to section 56(4) Community Land Development Act 2021 (NSW) hereby executes this dealing / plan / instrument for the purpose of giving effect to a decision about a development concern on behalf of the community association.

Signature: .....

Date: 1.10.2025 .....

Electronic signature affixed by me, or at my direction, on the 01/10/2025

**Statutory Declaration**

I Geoffrey Cohen ..... of Mirvac ..... do solemnly and sincerely declare that:

(1) *I am the developer of the precinct scheme; and

(or)

*I am authorised by the developer pursuant to Power of Attorney Book 4836 No 835 ..... (insert particulars of authority and annex) to make this declaration; and

(2) The dealing / plan / instrument lodged with this statutory declaration gives effect to a decision about a development concern as defined in section 55 Community Land Development Act 2021 (NSW).

(3) The community association has approved the dealing / plan / instrument in the following circumstances (insert the date of the meeting of the precinct association – see section 57 Community Land Development Act 2021 (NSW) ):

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-08-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S20 [06] - A K.P. - T.M

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 9 of 9 sheet(s)

**Registered:** 15/10/2025 Office Use Only

Office Use Only

# DP280098

(DOC.B )

**PLAN OF**
SUBDIVISION OF LOT 8 IN DP 280098

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the of the Oaths Act 1900.

Declared at: L28/200 George Street, Sydney nsw 2000 on 1.10.2025

Signature: C. Gh

Electronic signature affixed by me, or at my direction, on the 01/10/2025

in the presence of an authorised witness, who states:

I, Angus Smith , a Senior Development Manager

[name of authorised witness] [qualification of witness]

certify the following matters concerning the making of this statutory declaration by the person who made it:

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and

2. *I have known this person for at least 12 months OR *I have confirmed the person's identity using an identity document. The document I relied on was a Drivers Licence

Signature of authorised witness: ..... Date: 1.10.2025

Electronic signature affixed by me, or at my direction, on the 01/10/2025

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-08-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S20 [06] - A.K.P. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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| PLAN FORM 6 (2020) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 9 sheet(s) |
|---|---|---|

Office Use Only

Registered: 16/10/2025

Title System: TORRENS

Office Use Only

# DP280098

(DOC. C)

**PLAN OF**
SUBDIVISION OF LOT 6 IN DP 280098

LGA: THE HILLS SHIRE

Locality: WEST PENNANT HILLS

Parish: FIELD OF MARS

County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of SUITE 7.01 , LEVEL 7 , 3 RIDER BLVD , RHODES

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 05/06/2025 , or

~~*(b) The part of the land shown in the plan(*being/*excluding ** ..... ) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

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

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

Signature: Tasy Moraitis Dated: 01/08/2025

Surveyor Identification No: 1652

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

Electronic signature affixed by me on the 1/08/2025

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

David Munday

I, .....

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

Signature: .....

Electronically signed by me David Munday, affixed by me 18/9/2025

Registration number: N/A

Consent Authority: The Hills Shire Council

Date of endorsement: 18/9/2025

Subdivision Certificate number: 12/2026/SC

File number: 859/2022/JP

*Strike through if inapplicable.

Plans used in the preparation of survey /~~compilation.~~

DP 270109
DP 271416
DP 280098

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

Surveyor's Reference: 011-18 PREC-SUB-06-TM

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

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S2[05] - A.K.P. - T.M.

Document Set ID: 22096329
Version: 3, Version Date: 18/09/2025

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection**

## DEPOSITED PLAN ADMINISTRATION SHEET



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**Registered:** 16/10/2025

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# DP280098

(DOC. C)

**PLAN OF**
SUBDIVISION OF LOT 6 IN DP 280098

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Subdivision Certificate number: 12/2026/SC

Date of endorsement: 18/9/2025

Name of Development (Optional)

HOUSING PRECINCT
HIGHFOREST

Address for Service of Notices

C/- STRATA PLUS
PO BOX H181
ROYAL EXCHANGE NSW 1225

**WARNING STATEMENT (Approved Form 7)**

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of clause 11(2) *Community Land Development Regulation 2021*.

Any changes will be recorded in a replacement schedule.

**UPDATE NOTE (Approved Form 8)**

This document contains an *updated/*~~revised~~ schedule of Unit Entitlements and replaces the existing schedule registered on ^15.10.2025

** Strike through if inapplicable*
*^ Insert registration date of previous schedule*

**VALUER'S CERTIFICATE (Approved Form 9)**

I,# Jarrad Owen

of Ray White Valuations

being a qualified valuer, as defined in the *Community Land Development Act 2021* by virtue of having membership with:

Professional Body: Australian Property Institute

Class of membership: Associate

Membership number: 69944

certify that:

the unit entitlements shown in the schedule herewith were apportioned on 28/08/2025 (being the valuation day) in accordance with section 31 *Community Land Development Regulation 2021*.

Signature: ..... Dated: 15/09/2025

*# Full name, valuer company name or company address*

SCHEDULE OF UNIT ENTITLEMENT

SEE SHEET 3 FOR SCHEDULE OF UNIT ENTITLEMENT

If space is insufficient use annexure sheet - Plan Form 6A

Surveyor's Reference: 011-18 PREC-SUB-06-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S21[08] - A.K.P. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 9 sheet(s)

Office Use Only

**Registered:** 16/10/2025

Office Use Only

# DP280098

(DOC. C)

**PLAN OF**
SUBDIVISION OF LOT 6 IN DP 280098

Subdivision Certificate number: 12/2026/SC

Date of Endorsement: 18/9/2025

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

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

## SCHEDULE OF UNIT ENTITLEMENT

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|---|---|---|
| 1 | PRECINCT PROPERTY | |
| 2 | 42 | |
| 3 | 31 | |
| 4 | 23 | |
| 5 | 22 | |
| 6 | SUBDIVIDED INTO LOTS 14 TO 20 | SEE ADDITIONAL SHEETS 9 TO 11 |
| 7 | 37 | |
| 8 | SUBDIVIDED INTO LOTS 9 TO 13 | SEE ADDITIONAL SHEETS 6 TO 8 |
| 9 | 5 | |
| 10 | 4 | |
| 11 | 4 | |
| 12 | 4 | |
| 13 | 5 | |
| 14 | 4 | |
| 15 | 3 | |
| 16 | 3 | |
| 17 | 3 | |
| 18 | 3 | |
| 19 | 3 | |
| 20 | 4 | |
| TOTAL | 200 | |

## HISTORICAL FILE

SEE ADMINISTRATION SHEET
(DOC.D)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-06-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S21 [08] - A.K.P. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 9 sheet(s)

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**Registered:** 16/10/2025

Office Use Only

# DP280098

(DOC. C)

**PLAN OF**
SUBDIVISION OF LOT 6 IN DP 280098

Subdivision Certificate number: 12/2026/SC

Date of Endorsement: 18/9/2025

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (A6)
2. EASEMENT FOR REPAIRS 1 WIDE (B6)
3. EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (C6)
4. EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (C6P)
5. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E6)
6. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E6P)
7. RESTRICTION ON THE USE OF LAND
8. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (H6)
9. POSITIVE COVENANT FOR MAINTENANCE AND REPAIR
10. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E6A)
11. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E6B)
12. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E6C)
13. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E6D)
14. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E6E)
15. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E6F)
16. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E6G)
17. POSITIVE COVENANT

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-06-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S21[06] - A.K.P. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 9 sheet(s)

Office Use Only

**Registered:** 16/10/2025

Office Use Only

# DP280098

(DOC. C)

**PLAN OF**
SUBDIVISION OF LOT 6 IN DP 280098

Subdivision Certificate number: 12/2026/SC

Date of Endorsement: 18/9/2025

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

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

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|---|---|---|---|---|
| 14 | 2 | NGURRA | CIRCUIT | WEST PENNANT HILLS |
| 15 | 4 | NGURRA | CIRCUIT | WEST PENNANT HILLS |
| 16 | 6 | NGURRA | CIRCUIT | WEST PENNANT HILLS |
| 17 | 8 | NGURRA | CIRCUIT | WEST PENNANT HILLS |
| 18 | 10 | NGURRA | CIRCUIT | WEST PENNANT HILLS |
| 19 | 12 | NGURRA | CIRCUIT | WEST PENNANT HILLS |
| 20 | 14 | NGURRA | CIRCUIT | WEST PENNANT HILLS |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-06-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S21[06] - A.K.P. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 9 sheet(s)

Office Use Only

**Registered:** 16/10/2025

Office Use Only

# DP280098

(DOC. C)

**PLAN OF**
SUBDIVISION OF LOT 6 IN DP 280098

Subdivision Certificate number: 12/2026/SC

Date of Endorsement: 18/9/2025

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

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

**SIGNATURES:**

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Signature of Witness

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Taylah Taka

Name of Witness (print)

L28/200 George Street, Sydney nsw 2000

Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Geoffrey Cohen

Name of Attorney (print)

Project Director

Position of Attorney (print)

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Angus Smith

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Signing of behalf of **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**

Power of attorney: Book 4836

No 835

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-06-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S21[05] - A.K.P. - T.M.

Document Set ID: 22096329
Version: 3, Version Date: 28/09/2025

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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 9 sheet(s)

Office Use Only

**Registered:** 16/10/2025

Office Use Only

# DP280098

(DOC. C)

**PLAN OF**
SUBDIVISION OF LOT 6 IN DP 280098

Subdivision Certificate number: 12/2026/SC

Date of Endorsement: 18/9/2025

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

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

**Consent of Mortgagee**

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

Signature of Witness

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Taylah Taka

Name of Witness

L28/200 George Street, Sydney nsw 2000

Address of Witness

Signed by attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 414 375**

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Geoffrey Cohen

Name of Attorney

Project Director

Position of Attorney

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Angus Smith

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Power of attorney: Book 4833

No 896

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-06-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S21[05] - A.K.P. - T.M.

Document Set ID: 22096329
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 8 of 9 sheet(s)

Office Use Only

**Registered:** 16/10/2025

Office Use Only

# DP280098

(DOC. C)

**PLAN OF**
SUBDIVISION OF LOT 6 IN DP 280098

Subdivision Certificate number: 12/2026/SC

Date of Endorsement: 18/9/2025

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

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

**Approved For**

**Execution by a Developer on behalf of Community Association**

I, Geoffrey Cohen being a developer of Community Scheme No 271416 pursuant to section 56(4) Community Land Development Act 2021 (NSW) hereby executes this dealing / plan / instrument for the purpose of giving effect to a decision about a development concern on behalf of the community association.

Signature: C. Coh

Electronic signature affixed by me, or at my direction, on the 01/10/2025

Date: 1.10.2025

**Statutory Declaration**

I Geoffrey Cohen of Mirvac do solemnly and sincerely declare that:

(1) *I am the developer of the precinct scheme; and

(or)

*I am authorised by the developer pursuant to Power of Attorney Book 4836 No 835 (insert particulars of authority and annex) to make this declaration; and

(2) The dealing / plan / instrument lodged with this statutory declaration gives effect to a decision about a development concern as defined in section 55 Community Land Development Act 2021 (NSW).

(3) The community association has approved the dealing / plan / instrument in the following circumstances (insert the date of the meeting of the precinct association – see section 57 Community Land Development Act 2021 (NSW) ):

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-06-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S21[06] - A.K.P. - T.M.

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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 9 of 9 sheet(s)

Office Use Only

**Registered:** 16/10/2025

Office Use Only

# DP280098

(DOC. C)

**PLAN OF**
SUBDIVISION OF LOT 6 IN DP 280098

Subdivision Certificate number: 12/2026/SC

Date of Endorsement: 18/9/2025

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

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

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the of the Oaths Act 1900.

Declared at: L28/200 George Street, Sydney nsw 2000 on 1.10.2025

Signature: C. Coh

Electronic signature affixed by me, or at my direction, on the 01/10/2025

in the presence of an authorised witness, who states:

I, Angus Smith , a Senior Development Manager

[name of authorised witness] [qualification of witness]

certify the following matters concerning the making of this statutory declaration by the person who made it:

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and

2. *I have known this person for at least 12 months OR *I have confirmed the person's identity using an identity document. The document I relied on was a ... Drivers Licence

Signature of authorised witness: Date: 1.10.2025

Electronic signature affixed by me, or at my direction, on the 01/10/2025

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-06-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S21 [06] - A.K.P. - T.M.

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| PLAN FORM 6 (2020) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 9 sheet(s) |
|---|---|---|

Office Use Only

Registered: 20/10/2025

Title System: TORRENS

Office Use Only

# DP280098

(DOC. D)

**PLAN OF**
SUBDIVISION OF LOT 5 IN DP 280098

LGA: THE HILLS SHIRE

Locality: WEST PENNANT HILLS

Parish: FIELD OF MARS

County: CUMBERLAND

## Survey Certificate

I, TASY MORAITIS

of SUITE 7.01 , LEVEL 7 , 3 RIDER BLVD , RHODES

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 03/07/2025 , or

~~*(b) The part of the land shown in the plan(*being/*excluding ** ) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or~~

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

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

Signature: Tasy Moraitis Dated: 01/08/2025

Surveyor Identification No: 1652

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

Electronic signature affixed by me on the 1/08/2025

*Strike out inappropriate words.

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, David Munday

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

Signature: N/A Electronically signed by me David Munday, affixed by me 18/9/2025

Registration number: .....

Consent Authority: The Hills Shire Council

Date of endorsement: 18/9/2025

Subdivision Certificate number: 18/2026/SC

File number: 859/2022/JP

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.
DP 271416
DP 280098

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

Surveyor's Reference: 011-18 PREC-SUB-05-TM

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

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S22 [02] - J.M.J. - T.M.

Document Set ID: 22121132
Version: 2, Version Date: 22/09/2025

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection**

## DEPOSITED PLAN ADMINISTRATION SHEET



Office Use Only

**Registered:** 20/10/2025

Office Use Only

# DP280098

(DOC. D)

**PLAN OF**
SUBDIVISION OF LOT 5 IN DP 280098

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Subdivision Certificate number: .....

Date of endorsement: .....

Name of Development (Optional)

HOUSING PRECINCT
HIGHFOREST

Address for Service of Notices

C/- STRATA PLUS
PO BOX H181
ROYAL EXCHANGE NSW 1225

### WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of clause 11(2) *Community Land Development Regulation 2021*.

Any changes will be recorded in a replacement schedule.

### UPDATE NOTE (Approved Form 8)

This document contains an *updated/~~*revised~~ schedule of Unit Entitlements and replaces the existing schedule registered on ^ 16.10.2025

** Strike through if inapplicable*
*^ Insert registration date of previous schedule*

### VALUER'S CERTIFICATE (Approved Form 9)

I,# Jarrad Owen

of Ray White Valuations

being a qualified valuer, as defined in the *Community Land Development Act 2021* by virtue of having membership with:

Professional Body: Australian Property Institute

Class of membership: Associate

Membership number: 69944

certify that:

the unit entitlements shown in the schedule herewith were apportioned on 28/08/2025 (being the valuation day) in accordance with section 31 *Community Land Development Regulation 2021*.

Signature: ..... Dated: 15/09/2025

*# Full name, valuer company name or company address*

SCHEDULE OF UNIT ENTITLEMENT

SEE SHEET 3 FOR SCHEDULE OF UNIT ENTITLEMENT

If space is insufficient use annexure sheet - Plan Form 6A

Surveyor's Reference: 011-18 PREC-SUB-05-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S22 [05] - J.M.J. - T.M.

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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 9 sheet(s)

Office Use Only

**Registered:** 20/10/2025

Office Use Only

# DP280098

(DOC. D)

**PLAN OF**
SUBDIVISION OF LOT 5 IN DP 280098

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

## SCHEDULE OF UNIT ENTITLEMENT

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|---|---|---|
| 1 | PRECINCT PROPERTY | |
| 2 | 42 | |
| 3 | 31 | |
| 4 | 23 | |
| 5 | SUBDIVIDED INTO LOTS 21 TO 27 | SEE ADDITIONAL SHEETS 12 TO 14 |
| 6 | SUBDIVIDED INTO LOTS 14 TO 20 | SEE ADDITIONAL SHEETS 9 TO 11 |
| 7 | 37 | |
| 8 | SUBDIVIDED INTO LOTS 9 TO 13 | SEE ADDITIONAL SHEETS 6 TO 8 |
| 9 | 5 | |
| 10 | 4 | |
| 11 | 4 | |
| 12 | 4 | |
| 13 | 5 | |
| 14 | 4 | |
| 15 | 3 | |
| 16 | 3 | |
| 17 | 3 | |
| 18 | 3 | |
| 19 | 3 | |
| 20 | 4 | |
| 21 | 3 | |
| 22 | 3 | |
| 23 | 3 | |
| 24 | 3 | |
| 25 | 3 | |
| 26 | 3 | |
| 27 | 4 | |
| TOTAL | 200 | |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-05-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S22 [05] - J.M.J. - T.M.

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 9 sheet(s)

**Registered:** 20/10/2025 Office Use Only

Office Use Only

# DP280098

(DOC. D)

**PLAN OF**
SUBDIVISION OF LOT 5 IN DP 280098

Subdivision Certificate number: 18/2026/SC

Date of Endorsement: 18/9/2025

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (A5)
2. EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (C5)
3. EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE (C5P)
4. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E5)
5. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE (E5P)
6. RESTRICTION ON THE USE OF LAND (F5)
7. EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE ~~VARIABLE WIDTH~~ (H5)
8. POSITIVE COVENANT FOR MAINTENANCE AND REPAIR
9. POSITIVE COVENANT

IT IS INTENDED TO RELEASE:

1. EASEMENT FOR SUPPORT OF RETAINING WALLS 0.5 WIDE (E6) (DP 280098 Doc.3 )

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-05-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S22 [02] - J.M.J. - T.M.

Document Set ID: 22121132
Version: 2, Version Date: 22/09/2025

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 9 sheet(s)

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**Registered:** 20/10/2025

Office Use Only

# DP280098

(DOC. D)

**PLAN OF**
SUBDIVISION OF LOT 5 IN DP 280098

Subdivision Certificate number: 18/2026/SC

Date of Endorsement: 18/9/2025

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

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

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c) | | | | |
|---|---|---|---|---|
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
| 21 | 13 | BADHU | STREET | WEST PENNANT HILLS |
| 22 | 11 | BADHU | STREET | WEST PENNANT HILLS |
| 23 | 9 | BADHU | STREET | WEST PENNANT HILLS |
| 24 | 7 | BADHU | STREET | WEST PENNANT HILLS |
| 25 | 5 | BADHU | STREET | WEST PENNANT HILLS |
| 26 | 3 | BADHU | STREET | WEST PENNANT HILLS |
| 27 | 1 | BADHU | STREET | WEST PENNANT HILLS |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-05-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S22 [02] - J.M.J. - T.M.

Document Set ID: 22121132
Version: 2, Version Date: 22/09/2025

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 9 sheet(s)

Office Use Only

**Registered:** 20/10/2025

Office Use Only

# DP280098

(DOC. D)

**PLAN OF**
SUBDIVISION OF LOT 5 IN DP 280098

Subdivision Certificate number: 18/2026/SC

Date of Endorsement: 18/9/2025

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

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

**SIGNATURES:**

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Signature of Witness

Electronic signature affixed by me, or at my direction, on the 9/10/2025

Taylah Taka

Name of Witness (print)

L28/200 George Street, Sydney nsw 2000

Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the attorneys for **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241** who signed this dealing pursuant to the power of attorney specified.

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 9/10/2025

Geoffrey Cohen

Name of Attorney (print)

Project Director

Position of Attorney (print)

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 9/10/2025

Angus Smith

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Signing of behalf of **Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241**

Power of attorney: Book 4836

No 835

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-05-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S22 [02] - J.M.J. - T.M.

Document Set ID: 22121132
Version: 2, Version Date: 22/09/2025

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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 9 sheet(s)

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**Registered:** 20/10/2025

Office Use Only

# DP280098

(DOC. D)

**PLAN OF**
SUBDIVISION OF LOT 5 IN DP 280098

Subdivision Certificate number: 18/2026/SC

Date of Endorsement: 18/9/2025

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

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

**Consent of Mortgagee**

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

Signature of Witness

Electronic signature affixed by me, or at my direction, on the 9/10/2025

Taylah Taka

Name of Witness

L28/200 George Street, Sydney nsw 2000

Address of Witness

Signed by attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Highforest Pty Ltd ACN 682 414 375**

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 9/10/2025

Geoffrey Cohen

Name of Attorney

Project Director

Position of Attorney

Signature of Attorney

Electronic signature affixed by me, or at my direction, on the 9/10/2025

Angus Smith

Name of Attorney (print)

Senior Development Manager

Position of Attorney (print)

Power of attorney: Book 4833

No 896

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-05-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S22 [02] - J.M.J. - T.M.

Document Set ID: 22121132
Version: 2, Version Date: 22/09/2025

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 8 of 9 sheet(s)

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**Registered:** 20/10/2025

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# DP280098

(DOC. D)

**PLAN OF**
SUBDIVISION OF LOT 5 IN DP 280098

Subdivision Certificate number: 18/2026/SC

Date of Endorsement: 18/9/2025

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

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

**Approved For**

**Execution by a Developer on behalf of Community Association**

I, Geoffrey Cohen being a developer of Community Scheme No 271416 pursuant to section 56(4) Community Land Development Act 2021 (NSW) hereby executes this dealing / plan / instrument for the purpose of giving effect to a decision about a development concern on behalf of the community association.

Electronic signature affixed by me, or at my direction, on the 9/10/2025

Signature: C. Cohen

Date: 9.10.2025

**Statutory Declaration**

I Geoffrey Cohen of Mirvac do solemnly and sincerely declare that:

(1) *I am the developer of the precinct scheme; and

(or)

*I am authorised by the developer pursuant to Power of Attorney Book 4836 No 835 (insert particulars of authority and annex) to make this declaration; and

(2) The dealing / plan / instrument lodged with this statutory declaration gives effect to a decision about a development concern as defined in section 55 Community Land Development Act 2021 (NSW).

(3) The community association has approved the dealing / plan / instrument in the following circumstances (insert the date of the meeting of the precinct association – see section 57 Community Land Development Act 2021 (NSW) ):

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-05-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S22 [02] - J.M.J. - T.M.

Document Set ID: 22121132
Version: 2, Version Date: 22/09/2025

Req:R121856 /Doc:DP 0280098 P /Rev:20-Oct-2025 /NSW LRS /Prt:21-Oct-2
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**PLAN FORM 6A (2019)** **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 9 of 9 sheet(s)

Office Use Only

**Registered:** 20/10/2025

Office Use Only

# DP280098

(DOC. D)

**PLAN OF**
SUBDIVISION OF LOT 5 IN DP 280098

Subdivision Certificate number: 18/2026/SC

Date of Endorsement: 18/9/2025

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

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

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the of the Oaths Act 1900.

Declared at: L28/200 George Street, Sydney nsw 2000 on 9.10.2025

Signature: C. Gh

Electronic signature affixed by me, or at my direction, on the 9/10/2025

in the presence of an authorised witness, who states:

I, Angus Smith , a Senior Development Manager

[name of authorised witness] [qualification of witness]

certify the following matters concerning the making of this statutory declaration by the person who made it:

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and

2. *I have known this person for at least 12 months OR *I have confirmed the person's identity using an identity document. The document I relied on was a Drivers Licence

Signature of authorised witness: Date: 9.10.2025

Electronic signature affixed by me, or at my direction, on the 9/10/2025

If space is insufficient use additional annexure sheet

Surveyor's Reference: 011-18 PREC-SUB-05-TM

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\011-18G ST1 S22 [02] - J.M.J. - T.M.

Document Set ID: 22121132
Version: 2, Version Date: 22/09/2025

Req:R166112 /Doc:DP 0280098 B /Rev:20-Oct-2025 /NSW LRS /Prt:28-Oct-2025 12:50 /Seq:1 of 57
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# DP280098

## COVER SHEET FOR SECTION 88B INSTRUMENT

.....

**ATTENTION**

.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

| Document Number | Plan/Instrument Registration Date | Number of Sheets in Plan | Number of Sheets in Section 88B Instrument |
|---|---|---|---|
| DOCUMENT 1 | 14/10/2025 | 5 | 11 |
| Document 2 | 15.10.2025 | 3 | 13 |
| Document 3 | 16.10.2025 | 3 | 16 |
| Document 4 | 20.10.2025 | 3 | 16 |
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**



**Plan:**

# DP280098

Plan of Subdivision over Lot 2 in Deposited Plan 271416 covered by Subdivision Certificate No 10/2026/SC dated 17/9/2025

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

**Mirvac Projects (Retail and Commercial) Pty Limited** ACN 151 466 241 of Level 28, 200 George Street, Sydney NSW 2000

## Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement for Public Access and for Passive Recreation Purposes (Whole of Lot) (3N) | 1 | The Hills Shire Council |
| 2 | Easement for Drainage of Water (Whole of Lot) (3D) | 1 | 2-8 (inclusive) & 1/271416 |
| 3 | Easement for Services (Whole of Lot) (3E) | 1 | 2-8 (inclusive) & 1/271416 |
| 4 | Restriction on the Use of Land | 2-8 (inclusive) | The Hills Shire Council |
| 5 | Positive Covenant | 2 – 8 (inclusive) | The Hills Shire Council |
| 6 | Restriction on the Use of Land | 1-8 (inclusive) | The Hills Shire Council |
| 7 | Positive Covenant | 1-8 (inclusive) | The Hills Shire Council |
| 8 | Restriction on the Use of Land | 2-8 (inclusive) | The Hills Shire Council |

Approved by
The Hills Shire Council: .....

(Authorised Officer)
Electronically signed by me David Munday, affixed by me 17/9/2025

Highforest
ME_953424833_1

Req:R166112 /Doc:DP 0280098 B /Rev:20-Oct-2025 /NSW LRS /Prt:28-Oct-2025 12:50 /Seq:3 of 57
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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**



**Plan:**

# DP280098

Plan of Subdivision over Lot 2 in Deposited Plan 271416 covered by Subdivision Certificate No 10/2026/SC dated 17/9/2025

## Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

**Act** means the *Conveyancing Act 1919* (NSW).

**Authorised User** means

(a) If the Grantee is a Community Association, Precinct Association or Owners Corporation, each registered proprietor of a lot in that Community Scheme, Precinct Scheme or Strata Scheme, and any occupier or lessee of that lot as authorised by the Community Association, Precinct Association or Owners Corporation;

(b) the Grantee's lessees, sub-lessees, employees, agents, contractors and licensees (including the lessee's employees, agents, contractors and licensees) and invitees of the Grantee; and

(c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Community Association** means the committee appointed under a Community Management Statement.

**Community Management Statement** means a community management statement registered on a lot in the Plan.

**Community Plan** means a community plan registered under the Development Act.

**Community Scheme** means a community scheme created on registration of a Community Plan.

**Council** means The Hills Shire Council or its successor.

**Development Act** means the *Community Land Development Act 2021* (NSW).

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

**Future Services** means any pipes, poles, wires, cables, conduits, structures and equipment or other services including:

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, electricity, artificially heated or cooled air or oil;

(b) the provision of sewage and drainage;

(c) firefighting services;

Approved by
The Hills Shire Council: .....

(Authorised Officer)
Electronically signed by me David Munday, affixed by me 17/9/2025

Highforest
ME_953424833_1

Document Set ID: 22093395
Version: 3, Version Date: 22/09/2025

Req:R166112 /Doc:DP 0280098 B /Rev:20-Oct-2025 /NSW LRS /Prt:28-Oct-2025 12:50 /Seq:4 of 57
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(DOCUMENT.1)

**Plan:**

DP280098

Plan of Precinct Subdivision over Lot 2 in Deposited Plan 271416 covered by Subdivision Certificate No 10/2026/SC

dated 17/9/2025

(d) transmission by, radio, television, satellite or other means;

(e) transmission by telephone or internet;

(f) telecommunication services;

(g) Security Services; and

(h) any other facility, supply or transmission.

**Grantee** means:

(a) the registered proprietor of a Lot Benefited;

(b) if, from time to time:

(i) a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme; or

(ii) a Precinct Scheme exists in respect of a Lot Benefited, the Precinct Association in respect of that Precinct Scheme; or

(iii) a Community Scheme exists in respect of a Lot Benefited, the Community Association in respect of that Community Scheme; and

(c) an Authority Benefited.

**Grantor** means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time:

(i) a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme; or

(ii) a Precinct Scheme exists in respect of a Lot Burdened, the Precinct Association in respect of that Precinct Scheme; or

(iii) a Community Scheme exists in respect of a Lot Burdened, the Community Association in respect of that Community Scheme.

**Instrument** means this section 88B instrument.

**Lot** means a lot in the Plan.

**Lot Benefited** means the whole or any part of a lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Management Act** means the *Community Land Management Act 2021* (NSW).

**Management Statement** means the Community Management Statement or Precinct Management Statement (or both of them) (as the context permits).

**Owners Corporation** means the owners corporation constituted upon registration of a Strata Plan.

**Plan** means the plan to which this Instrument relates.

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronically signed by me David Munday, affixed by me 17/9/2025

Highforest
ME_953424833_1

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**Plan:**
DP280098

Plan of Precinct Subdivision over Lot 2 in Deposited Plan 271416 covered by Subdivision Certificate No 10/2026/SC

dated 17/9/2025

**Precinct Association** means the committee of the Precinct Scheme appointed under a precinct management statement for a Precinct Scheme.

**Precinct Management Statement** means a precinct management statement registered on a lot in the Plan.

**Precinct Plan** means a precinct plan registered under the Development Act.

**Precinct Scheme** means a precinct scheme created on registration of a Precinct Plan.

**Security Services** means services by any means for the prevention of any threat to the security or safety of a Grantee, Grantor or a Lot.

**Service** includes:

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, electricity, artificially heated or cooled air or oil;

(b) the provision of sewage and drainage;

(c) firefighting services;

(d) transmission by, radio, television, satellite or other means;

(e) transmission by telephone or internet;

(f) telecommunication services;

(g) Security Services; and

(h) any other facility, supply or transmission.

**Strata Plan** means a strata plan registered under the *Strata Schemes Development Act 2015* (NSW).

**Strata Scheme** means a strata scheme created on registration of a Strata Plan.

The word "**includes**" in any form is not a word of limitation.

**1. TERMS OF EASEMENT FOR PUBLIC ACCESS FOR PASSIVE RECREATION PURPOSES (WHOLE OF LOT) (3N) NUMBERED 1 IN THE PLAN**

(a) The Grantee and its Authorised Users may pass and repass across the Easement Site and use the Easement Site for passive recreation purposes at all times on foot or with wheelchairs or other disabled access aids with or without animals for all lawful purposes.

(b) In exercising the powers granted under this Easement, a Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(ii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(iii) make good any collateral damage.

(c) Where the Grantee is an Authority Benefited, the Authorised Users under this easement includes members of the public.

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronically signed by me David Munday, affixed by me 17/9/2025

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**Plan:**

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Plan of Precinct Subdivision over Lot 2 in Deposited Plan 271416 covered by Subdivision Certificate No 10/2026/SC

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**2. TERMS OF EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) (3D) NUMBERED 2 IN THE PLAN**

An Easement for Drainage of Water set out in Schedule 4A Part 7 of the Conveyancing Act 1919 (as amended) is created.

**3. TERMS OF EASEMENT FOR SERVICES (WHOLE OF LOT) (3E) NUMBERED 3 IN THE PLAN**

(a) The Grantee and its Authorised Users may:

(i) use the Lot Burdened, but only within the Easement Site, to install and provide Services together with the right to use that part of the Lot Burdened reasonably required to lay pipes, wires, cables and conduits ("**pipes and cables**") to and from the Easement Site necessary for the operation of any Services provided the pipes and cables will not unreasonably interfere with the use and enjoyment of the Lot Burdened; and

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

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work, such as constructing, placing, repairing or maintaining the Services and pipes and cables.

(b) The Grantor must keep the Services and any pipes and cables in good repair and safe condition.

(c) In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(i) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of any person authorised by it to exercise the rights granted under this Easement;

(ii) ensure that the work is fit for purpose and safe;

(iii) ensure all work is done properly and in good and workmanlike manner;

(iv) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(v) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(vi) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vii) make good any collateral damage.

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronically signed by me David Munday, affixed by me 17/9/2025



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**Plan:**
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(d) A Management Statement may include provisions in respect of the installation and use of Future Services.

(e) A Management Statement may regulate the apportionment of costs in relation to this Easement.

(f) The provisions of a Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

**4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN**

No dwelling shall be constructed on the Lot Burdened unless the Grantor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 1,500 litres in accordance with the requirements of Council.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 4 in the Plan**

The Hills Shire Council

**5. TERMS OF POSITIVE COVENANT NUMBERED 5 IN THE PLAN**

The Grantor must:

(a) do all things to ensure domestic animals are kept from entering wildlife habitat areas at all times; and

(b) keep domestic animals in an enclosed area and/or inside the dwelling constructed on the Lot Burdened, or on a leash such that the animals cannot enter areas of wildlife habitat or bushland on Precinct Property, Community Property or on surrounding properties or reserves.

**Name of authority empowered to release, vary or modify positive covenant numbered 5 in the Plan**

The Hills Shire Council

**6. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 6 IN THE PLAN**

The Grantor must not use and must not allow the use of Second-Generation anticoagulant rodenticides (SGARS) on the Lot Burdened for the control of pest rodents or any other purpose.

**Name of authority empowered to release, vary or modify restriction on use of land numbered 6 in the Plan**

The Hills Shire Council

**7. TERMS OF POSITIVE COVENANT NUMBERED 7 IN THE PLAN**

The Grantor must ensure:

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronically signed by me David Munday, affixed by me 17/9/2025



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(a) all fencing within bushland areas is fauna friendly and must allow fauna passage and be suitably visible to reduce the likelihood of collisions without the use of barbed wire or any sharp materials; and

(b) all residential fencing do not contain sharp tops that have the potential to injure wildlife and must be suitably visible to reduce the likelihood of fauna collisions.

**Name of authority empowered to release, vary or modify positive covenant numbered 7 in the Plan**

The Hills Shire Council

**8. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 8 IN THE PLAN**

(a) The Grantor shall not make or permit or suffer the making of any alterations or additions to the residential accommodation (including, but not limited to, individual units within a residential flat building or multi dwelling housing development) which is, or shall be, constructed on the Lot Burdened that will result in the creation of additional bedrooms.

(b) The number of bedrooms within each dwelling/ unit is shown on the plans/ details approved by Council as Development Consent DA 859/2022/JP, a copy of which is held at Council.

**9. TERMS OF EFFECT OF THE MANAGEMENT STATEMENTS**

(a) This clause applies to each Easement in this Instrument.

(b) If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and any Management Statements.

(c) If the Management Statements allocate responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Community Association), or the Management Statements impose rules or conditions on the carrying out of works, repair or maintenance, the Management Statements prevail to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.

(d) If the Management Statements regulate the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and the Management Statements, the Management Statements prevail to the extent of the inconsistency.

(e) If the Management Statements bind the Grantor or Grantee (or any person acting under the Grantor or Grantee) and the Management Statements:

(i) impose obligations on the Grantor or Grantee;

(ii) confer rights on the Grantor or Grantee; or

(iii) require the Grantor or Grantee to do or refrain from doing something,

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronically signed by me David Munday, affixed by me 17/9/2025



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**Plan:**
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Plan of Precinct Subdivision over Lot 2 in Deposited Plan 271416 covered by Subdivision Certificate No 10/2026/SC

dated 17/9/2025

which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement, then the party bound by the Management Statements has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronically signed by me David Munday, affixed by me 17/9/2025

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(DOCUMENT.1)

**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 2 in Deposited Plan 271416 covered by Subdivision Certificate No 10/2026/SC

dated 17/9/2025

**EXECUTED** on behalf of **The Hills Shire Council** by its authorised delegate pursuant to s.378 of Local Government Act 1993 No 30

David Munday

Name of Delegate (Print)

Signature of Delegate

David Munday

Electronic signature of me, ..... affixed by me, or at my direction on 17/9/2025

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

Signature of Witness

Leanne Pracy

Electronic signature of me, ..... affixed by me, or at my direction, on 17/9/2025

3 Columbia Court
Norwest NSW 2153

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 2 in Deposited Plan 271416 covered by Subdivision Certificate No 10/2026/SC

dated 17/9/2025

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Projects (Retail and Commercial) Pty Limited

Authority: Power of Attorney – Book 4836 No. 835

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

Highforest

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 2 in Deposited Plan 271416 covered by Subdivision Certificate No 10/2026/SC

dated 17/9/2025

**Mortgagee Consent**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Highforest Pty Ltd ACN 682 614 375

Authority: Power of Attorney – Book 4833 No. 896

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

REGISTERED: 14/10/2025

Highforest

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



**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC dated 17/9/2025

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

**Mirvac Projects (Retail and Commercial) Pty Limited** ACN 151 466 241 of Level 28, 200 George Street, Sydney NSW 2000

## Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement to Drain Water 1.5 wide & variable (A8) | 10 | 9 |
| | | 11 | 9,10 |
| | | 12 | 9,10,11 |
| | | 13 | 9, 10, 11, 12 |
| 2 | Easement for Repairs 1 wide (B8) | 10 | 9 |
| | | 11 | 10 |
| | | 12 | 11 |
| | | 13 | 12 |
| 3 | Easement for Support of Retaining Wall 0.5 wide (E8) | 10 | 9 |
| | | 11 | 10 |
| | | 12 | 11 |

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 17/9/2025

Highforest

ME_219886600_9

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC

dated 17/9/2025

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| | | 13<br>5/271416 | 12<br>9 |
| 4 | Easement for Support of Retaining Wall 0.5 wide (E8P) | 9<br>10<br>11<br>12 | 10<br>11<br>12<br>13 |
| 5 | Easement for Support of Retaining Wall 0.5 wide (H8) | 9<br>13 | 5/271416<br>5/271416 and 1/271416 |
| 6 | Positive Covenant for Maintenance and Repair | 1/271416 | 9, 13 |
| 7 | Positive Covenant | 9 to 13 (inclusive) | Hills Shire Council |

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 17/9/2025

Highforest

ME_219886600_9

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



**Plan:**

DP280098

Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC dated 17/9/2025

## Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

**Authorised User** means:

(a) if the Grantee is a Community Association or Precinct Association, each registered proprietor of a lot in that Community Scheme or Precinct Scheme, and any occupier or lessee of that lot as authorised by the Community Association or Precinct Association;

(b) the Grantee's lessees, sub-lessees, employees, agents, contractors and licensees (including the lessee's employees, agents, contractors and licensees) and invitees of the Grantee; and

(c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Community Association** means the committee appointed under a Community Management Statement.

**Community Management Statement** means a community management statement registered with the Community Plan.

**Community Plan** means a community plan registered under the Development Act.

**Community Scheme** means a community scheme created on registration of a Community Plan.

**Council** means The Hills Shire Council or its successor.

**Development Act** means the *Community Land Development Act 2021* (NSW).

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

**Footings** means the footings of the Retaining Wall.

**Grantee** means:

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday
affixed by me, or at my direction, on 17/9/2025

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**Plan:**

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Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC

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(a) the registered proprietor of a Lot Benefited; and

(b) if, from time to time, a Community Scheme exists in respect of a Lot Benefited, the Community Association in respect of that Community Scheme; and

(c) if, from time to time, a Precinct Scheme exists in respect of a Lot Benefited, the Precinct Association in respect of that Precinct Scheme; and

(d) an Authority Benefited.

**Grantor** means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time, a Community Scheme exists in respect of a Lot Burdened, the Community Association in respect of that Community Scheme; and

(c) if, from time to time, a Precinct Scheme exists in respect of a Lot Burdened, the Precinct Association in respect of that Precinct Scheme.

**Instrument** means this section 88B instrument.

**Lot** means a lot in the Plan.

**Lot Benefited** means the whole or any part of a lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Management Act** means the *Community Land Management Act 2021* (NSW).

**Management Statements** means the Community Management Statement and the Precinct Management Statement.

**Occupation Certificate** means an occupation certificate issued by an Authority under Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW) for the whole of the residential dwelling constructed on the Lot Burdened.

**Plan** means the plan to which this Instrument relates.

**Precinct Association** means the committee appointed under the Precinct Management Statement.

**Precinct Management Statement** means a precinct management statement registered on a lot in the Plan.

**Precinct Plan** means deposited plan 280098.

**Precinct Scheme** means a precinct scheme created on registration of the Precinct Plan.

**Retaining Wall** means the retaining wall constructed within the Easement Site.

**Security Services** means services by any means for the prevention of any threat to the security or safety of a Grantee, Grantor or a Lot.

**Service** includes:

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 17/9/2025

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**Plan:**
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dated 17/9/2025

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, electricity, artificially heated or cooled air or oil;

(b) the provision of sewage and drainage;

(c) firefighting services;

(d) transmission by, radio, television, satellite or other means;

(e) transmission by telephone or internet;

(f) telecommunication services;

(g) Security Services; and

(h) any other facility, supply or transmission.

The word "**includes**" in any form is not a word of limitation.

**1. TERMS OF EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE NUMBERED 1 IN THE PLAN**

An Easement to Drain Water in the terms of Part 3 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

**2. TERMS OF EASEMENT FOR REPAIRS 1 WIDE NUMBERED 2 IN THE PLAN**

An Easement for Repairs in the terms of Part 5 Schedule 8 of the Conveyancing Act 1919 (as amended) is created, together with the following addition:

(a) the grant of this Easement is made subject to the existence of, and the right of Grantor to construct eaves and guttering from the structure on the Lot Burdened, that overhang the Easement Site; and

(b) the grant of this Easement is made subject to the right of the Grantor to carry out repairs and maintenance or improvements to any landscaping within the Easement Site including installing a security gate at the entrance to the Easement Site from the front of the building structure on the Lot Burdened.

**3. TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE NUMBERED 3 AND 4 IN THE PLAN**

(a) The Grantor grants to the Grantee the right for the retaining wall constructed on the Lot Benefited to be supported by that part of the Lot Burdened containing the Easement Site including the Retaining Wall and associated Footings to the extent that the retaining wall on the Lot Benefited derives support from the Easement Site (including any Retaining Wall and associated Footings).

(b) The Grantor must:

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday
affixed by me, or at my direction, on 17/9/2025

Highforest

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dated 17/9/2025

(i) not do anything which will detract from the support provided by the Retaining Wall;

(ii) maintain the subsoil drainage lines adjacent to the Retaining Walls; and

(iii) do all things necessary to the Retaining Wall to ensure the support of the retaining wall on the Lot Benefited is maintained; and

(iv) must keep the Footings and Retaining Wall in good repair and safe condition.

(c) The Grantee may insist the Footings and any part of the Retaining Wall that are located within the Easement Site on the Lot Burdened remain.

**4. TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE NUMBERED 5 IN THE PLAN**

(a) The Grantor grants to the Grantee the right for the Lot Benefited and any improvements constructed on the Lot Benefited to be supported by that part of the Lot Burdened containing the Easement Site including the Retaining Wall and associated Footings to the extent that the Lot Benefited derives support from the Easement Site (including any Retaining Wall and associated Footings).

(b) The Grantor must:

(i) not do anything which will detract from the support of the Retaining Wall;

(ii) maintain the subsoil drainage lines adjacent to the Retaining Walls to the extent that they are located within the Lot Burdened;

(iii) permit the Grantee to access the Lot Burdened to carry out its obligations under this easement and any associated positive covenant.

(c) The Grantee must keep the Footings and Retaining Wall in good repair and safe condition.

(d) In exercising its rights under this Easement, the Grantee must:

(i) comply with the approvals and requirements of any Authority and with the reasonable requirements of the Grantor when carrying out the works;

(ii) ensure all work is done properly;

(iii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iv) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday
affixed by me, or at my direction, on 17/9/2025

Highforest

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**Plan:**
# DP280098

Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC

dated 17/9/2025

(v) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vi) make good any collateral damage.

(e) The Grantee must comply with any requirements or rules in respect of the Retaining Wall contained in the Management Statement.

(f) To the extent the Grantee of this Easement is the Community Association, the Grantee's rights under this Easement commence upon issuing of an Occupation Certificate for the Lot Burdened.

**5. TERMS OF POSITIVE COVENANT FOR MAINTENANCE AND REPAIR NUMBERED 6 IN THE PLAN**

For the purposes of s88BA of the Act, the Grantee covenants to keep the Footings and Retaining Wall in good repair and safe condition and do all things necessary to maintain, repair and replace the Footings and Retaining Wall and any other structures of and incidental to the Retaining Wall so as to not detract from the support that the Footings and Retaining Wall provide.

**6. TERMS OF POSITIVE COVENANT NUMBERED 7 IN THE PLAN**

The Grantor must present their garbage bins at the approved designated bin collection area as shown on the stamped set of plans for DA consent no. 859/2022/JP. A clearance of 400mm behind each property boundary must be maintained to ensure the bins do not conflict with any physical structures when being lifted by the garbage truck.

**7. TERMS OF EFFECT OF THE MANAGEMENT STATEMENTS**

(a) This clause applies to each Easement in this Instrument.

(b) If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and any Management Statements.

(c) If the Management Statements allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Community Association), or the Management Statements impose rules or conditions on the carrying out of works, repair or maintenance, the Management Statements prevail to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.

(d) If the Management Statements regulate the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and the Management Statements, the Management Statements prevails to the extent of the inconsistency.

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday
affixed by me, or at my direction, on 17/9/2025

Highforest

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**Plan:**
DP280098

Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC

dated 17/9/2025

(e) If the Management Statements binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and the Management Statements:

(i) imposes obligations on the Grantor or Grantee;

(ii) confers rights on the Grantor or Grantee; or

(iii) requires the Grantor or Grantee to do or refrain from doing something,

(iv) which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement, then the party bound by the Management Statements has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

Approved by
The Hills Shire Council: .....

(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 17/9/2025

Highforest

ME_219886600_9

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**Plan:**
# DP280098

Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC

dated 17/9/2025

**EXECUTED** on behalf of **The Hills Shire Council** by its authorised delegate pursuant to s.378 of Local Government Act 1993 No 30

David Munday — Leanne Pracy

Name of Delegate (Print)



Electronically signed by me David Munday,affixed by me 17/9/2025

Electronically signed by me Leanne Pracy,affixed by me 17/9/2025

Signature of Delegate

David Munday 17/9/2025

Electronic signature of me, …….. affixed by me, or at my direction on ……

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



Signature of Witness

Leanne Pracy 17/9/2025

Electronic signature of me, …… affixed by me, or at my direction, on……

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

Leanne Pracy

Name of Witness
3 Columbia Court
Norwest NSW 2153

Address of Witness

Highforest

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**Plan:**
# DP280098

Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC

dated 17/9/2025

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Projects (Retail and Commercial) Pty Limited

Authority: Power of Attorney – Book 4836 No. 835

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction on the 01/10/2025 | Electronic signature affixed by me, or at my direction on the 01/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction on the 01/10/2025 | Electronic signature affixed by me, or at my direction on the 01/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

Highforest



Document Set ID: 22096062
Version: 5, Version Date: 07/09/2025

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC

dated 17/9/2025

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation | Mirvac Highforest Pty Limited

Authority Power of Attorney – Book 4833 No. 896

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction on the 01/10/2025 | Electronic signature affixed by me, or at my direction on the 01/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction on the 01/10/2025 | Electronic signature affixed by me, or at my direction on the 01/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

Highforest



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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC

dated 17/9/2025

**Approved Form**

**Execution by a Developer on behalf of Community Association**

I, Geoffrey Cohen being a developer of Community Scheme No 271416 pursuant to section 56(4) *Community Land Development Act 2021* (NSW) hereby executes this dealing / plan / instrument for the purpose of giving effect to a decision about a development concern on behalf of the owners corporation.

Signature: C. Coh

Date: 1.10.2025

Electronic signature affixed by me, or at my direction, on the 01/10/2025

**Statutory Declaration**

I Geoffrey Cohen of Mirvac do solemnly and sincerely declare that:

(1) *I am the developer of the precinct scheme; and

*(or)*

*I am authorised by the developer pursuant to Power of Attorney Book 4836 No 835 (*insert particulars of authority and annex*) to make this declaration; and

(2) The dealing / plan / instrument lodged with this statutory declaration gives effect to a decision about a development concern as defined in section 55 *Community Land Development Act 2021* (NSW).

(3) The precinct association has approved the dealing / plan / instrument in the following circumstances (*insert the date of the meeting of the precinct association – see section 57 Community Land Development Act 2021 (NSW)*):

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the of the Oaths Act 1900.

Declared at: L28/200 George Street, Sydney nsw 2000 on 1.10.2025

Signature: C. Coh

Electronic signature affixed by me, or at my direction, on the 01/10/2025

in the presence of an authorised witness, who states:

I, Angus Smith , a Senior Development Manager

[*name of authorised witness*] [*qualification of witness*]

certify the following matters concerning the making of this statutory declaration by the person who made it:

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 8 in Deposited Plan 280098 covered by Subdivision Certificate No 11/2026/SC

dated 17/9/2025

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
2. *I have known this person for at least 12 months OR *I have confirmed the person's identity using an identity document. The document I relied on was a .. Drivers Licence .....

Signature of authorised witness: ... ..... Date: 1.10.2025

Electronic signature affixed by me, or at my direction, on the 01/10/2025

REGISTERED: 15/10/2025

Highforest

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



**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC dated 18/9/2025

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

**Mirvac Projects (Retail and Commercial) Pty Limited** ACN 151 466 241 of Level 28, 200 George Street, Sydney NSW 2000

## Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement to Drain Water 1.5 wide & variable (A6) | 15 | 14 |
| | | 16 | 14, 15 |
| | | 17 | 14 to 16 (inclusive) |
| | | 18 | 14 to 17 (inclusive) |
| | | 19 | 14 to 18 (inclusive) |
| | | 20 | 14 to 19 (inclusive) |
| | | 5/280098 | 14 to 20 (inclusive) |
| 2 | Easement for Repairs 1 wide (B6) | 17 | 16 |
| 3 | Easement for Support and Services 0.15 wide (C6) | 14 | 15 |
| | | 15 | 16 |
| | | 17 | 18 |

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

David Munday

Electronic signature of me, .....

18/9/2025

affixed by me, or at my direction, on.....

Highforest

ME_219893969_7

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| | | 18 | 19 |
| | | 19 | 20 |
| 4 | Easement for Support and Services 0.15 wide (C6P) | 15 | 14 |
| | | 16 | 15 |
| | | 18 | 17 |
| | | 19 | 18 |
| | | 20 | 19 |
| 5 | Easement for Support of Retaining Wall 0.5 wide (E6) | 14 | 15 & 5/280098 |
| | | 15 | 16 & 5/280098 |
| | | 16 | 17 & 5/280098 |
| | | 17 | 18 & 5/280098 |
| | | 18 | 19 & 5/280098 |
| | | 19 | 20 & 5/280098 |
| | | 20 | 5/280098 |
| 6 | Easement for Support of Retaining Wall 0.5 wide (E6P) | 15 | 14 |
| | | 16 | 15 |
| | | 17 | 16 |

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 18/9/2025

Highforest

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(DOCUMENT.3)



**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| | | 18 | 17 |
| | | 19 | 18 |
| | | 20 | 19 |
| 7 | Restriction on the Use of Land | 14 | 15 |
| | | 15 | 14, 16 |
| | | 16 | 15 |
| | | 17 | 18 |
| | | 18 | 17, 19 |
| | | 19 | 18, 20 |
| | | 20 | 19 |
| 8 | Easement for Support of Retaining Wall 0.5 wide (H6) | 14, 20 | 1/271416 |
| 9 | Positive Covenant for Maintenance and Repair | 1/271416 | 14, 20 |
| 10 | Easement for Support of Retaining Wall 0.5 wide (E6A) | 5/280098 | 14 |
| 11 | Easement for Support of Retaining Wall 0.5 wide (E6B) | 5/280098 | 15 |

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

Electronic signature of me, David Munday
affixed by me, or at my direction, on 18/9/2025

Highforest

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(DOCUMENT.3)



**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 12 | Easement for Support of Retaining Wall 0.5 wide (E6C) | 5/280098 | 16 |
| 13 | Easement for Support of Retaining Wall 0.5 wide (E6D) | 5/280098 | 17 |
| 14 | Easement for Support of Retaining Wall 0.5 wide (E6E) | 5/280098 | 18 |
| 15 | Easement for Support of Retaining Wall 0.5 wide (E6F) | 5/280098 | 19 |
| 16 | Easement for Support of Retaining Wall 0.5 wide (E6G) | 5/280098 | 20 |
| 17 | Positive Covenant | 14 to 20 (inclusive) | Hills Shire Council |

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

Electronic signature of me, David Munday
affixed by me, or at my direction, on 18/9/2025

Highforest

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



**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC dated 18/9/2025

## Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

**Authorised User** means

(a) if the Grantee is a Community Association or Precinct Association, each registered proprietor of a lot in that Community Scheme or Precinct Scheme, and any occupier or lessee of that lot as authorised by the Community Association or Precinct Association;

(b) the Grantee's lessees, sub-lessees, employees, agents, contractors and licensees (including the lessee's employees, agents, contractors and licensees) and invitees of the Grantee; and

(c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Community Association** means the committee appointed under a Community Management Statement.

**Community Management Statement** means a community management statement registered with the Community Plan.

**Community Plan** means a community plan registered under the Development Act.

**Community Scheme** means a community scheme created on registration of a Community Plan.

**Council** means The Hills Shire Council or its successor.

**Development Act** means the *Community Land Development Act 2021* (NSW).

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

**Footings** means the footings of the Retaining Wall.

**Grantee** means:

(a) the registered proprietor of a Lot Benefited; and

Approved by
The Hills Shire Council: .....
(Authorised Officer)

David Munday
Electronic signature of me, .....
18/9/2025
affixed by me, or at my direction, on.....

Highforest



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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

(b) if, from time to time, a Community Scheme exists in respect of a Lot Benefited, the Community Association in respect of that Community Scheme; and

(c) if, from time to time, a Precinct Scheme exists in respect of a Lot Benefited, the Precinct Association in respect of that Precinct Scheme; and

(d) an Authority Benefited.

**Grantor** means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time, a Community Scheme exists in respect of a Lot Burdened, the Community Association in respect of that Community Scheme; and

(c) if, from time to time, a Precinct Scheme exists in respect of a Lot Burdened, the Precinct Association in respect of that Precinct Scheme.

**Instrument** means this section 88B instrument.

**Lot** means a lot in the Plan.

**Lot Benefited** means the whole or any part of a lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Management Act** means the *Community Land Management Act 2021* (NSW).

**Management Statements** means the Community Management Statement and the Precinct Management Statement.

**Plan** means the plan to which this Instrument relates.

**Precinct Association** means the committee appointed under the Precinct Management Statement.

**Precinct Management Statement** means a precinct management statement registered on a lot in the Plan.

**Precinct Plan** means deposited plan 280098.

**Precinct Scheme** means a precinct scheme created on registration of the Precinct Plan.

**Retaining Wall** means the retaining wall constructed within the Easement Site.

**Security Services** means services by any means for the prevention of any threat to the security or safety of a Grantee, Grantor or a Lot.

**Service** includes:

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, electricity, artificially heated or cooled air or oil;

(b) the provision of sewage and drainage;

(c) firefighting services;

Approved by
The Hills Shire Council:



(Authorised Officer)

David Munday

Electronic signature of me, .....

18/9/2025

affixed by me, or at my direction, on.....

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

(d) transmission by, radio, television, satellite or other means;

(e) transmission by telephone or internet;

(f) telecommunication services;

(g) Security Services; and

(h) any other facility, supply or transmission.

The word "**includes**" in any form is not a word of limitation.

**1. TERMS OF EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE WIDTH NUMBERED 1 IN THE PLAN**

An Easement to Drain Water in the terms of Part 3 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

**2. TERMS OF EASEMENT FOR REPAIRS 1 WIDE NUMBERED 2 IN THE PLAN**

An Easement for Repairs in the terms of Part 5 Schedule 8 of the Conveyancing Act 1919 (as amended) is created, together with the following addition:

(a) the grant of this Easement is made subject to the existence of, and the right of Grantor to construct eaves and guttering from the structure on the Lot Burdened, that overhang the Easement Site; and

(b) the grant of this Easement is made subject to the right of the Grantor to carry out repairs and maintenance or improvements to any landscaping within the Easement Site including installing a security gate at the entrance to the Easement Site from the front of the building structure on the Lot Burdened.

**3. TERMS OF EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE NUMBERED 3 AND 4 IN THE PLAN**

(a) The Grantor grants to the Grantee a right:

(i) of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the wall and building constructed on the Lot Benefited; and

(ii) to connect to and use the Services located within the wall constructed on the Lot Burdened.

(b) The Grantor must:

(i) repair and maintain that part of the wall and the Services constructed on the Lot Burdened; and

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

Electronic signature of me, David Munday
affixed by me, or at my direction, on 18/9/2025

Highforest

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**Plan:**

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Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

(ii) maintain the support and fire protection provided by the wall and building constructed on the Lot Burdened.

(c) The Grantee must not do anything which will detract from support and fire protection of the wall provided to the Lot Benefited.

(d) In exercising its rights under this Easement, the Grantor must:

(i) ensure all work is done properly;

(ii) cause as little inconvenience as is practicable to the Grantee and any occupier of the Lot Benefited;

(iii) cause as little damage as is practicable to the Lot Benefited and any improvement on it;

(iv) restore the Lot Benefited as nearly as is practicable to its former condition; and

(v) make good any collateral damage.

**4. TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE NUMBERED 5, 6, 10, 11, 12, 13, 14, 15 AND 16 IN THE PLAN**

(a) The Grantor grants to the Grantee the right for the retaining wall constructed on the Lot Benefited to be supported by that part of the Lot Burdened containing the Easement Site including the Retaining Wall and associated Footings to the extent that the retaining wall on the Lot Benefited derives support from the Easement Site (including any Retaining Wall and associated Footings).

(b) The Grantor must:

(i) not do anything which will detract from the support provided by the Retaining Wall;

(ii) maintain the subsoil drainage lines adjacent to the Retaining Walls; and

(iii) do all things necessary to the Retaining Wall to ensure the support of the retaining wall on the Lot Benefited is maintained; and

(iv) must keep the Footings and Retaining Wall in good repair and safe condition.

(c) The Grantee may insist the Footings and any part of the Retaining Wall that are located within the Easement Site on the Lot Burdened remain.

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

David Munday
Electronic signature of me, .....
18/9/2025
affixed by me, or at my direction, on.....

Highforest

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

**5. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 7 IN THE PLAN**

(a) The Grantor must not carry out any Works unless prior to commencement of the Works, the Grantor:

(i) procures an appropriately qualified civil/structural engineer to prepare a report stating that:

(A) the Works will not destabilise the adjoining buildings (including the roof, slab and footings) on the Lot Benefited; and

(B) where the Works are in relation to the roof of the Building, the Works do not affect the roof structure of the adjoining buildings of the Lot Benefited;

(ii) submits a copy of the report from the civil/structural engineer to the Grantee; and

(iii) obtains all consents and approvals required:

(A) by law or any Authority; and

(B) in accordance with the terms of the Management Statements,

to carry out the Works.

(b) In this restriction:

(i) **Building** means the structure constructed on the Lot Burdened including the roof, slab and footings; and

(ii) **Works** means any building works on the Lot Burdened including removing, constructing, altering, remodelling or rebuilding the Building.

**6. TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE NUMBERED 8 IN THE PLAN**

(a) The Grantor grants to the Grantee the right for the Lot Benefited and any improvements constructed on the Lot Benefited to be supported by that part of the Lot Burdened containing the Easement Site including the Retaining Wall and associated Footings to the extent that the Lot Benefited derives support from the Easement Site (including any Retaining Wall and associated Footings).

(b) The Grantor must:

(i) not do anything which will detract from the support of the Retaining Wall;

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

David Munday

Electronic signature of me, .....

18/9/2025

affixed by me, or at my direction, on.....

Highforest

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

(ii) maintain the subsoil drainage lines adjacent to the Retaining Walls to the extent that they are located within the Lot Burdened;

(iii) permit the Grantee to access the Lot Burdened to carry out its obligations under this easement and any associated positive covenant.

(c) The Grantee must keep the Footings and Retaining Wall in good repair and safe condition.

(d) In exercising its rights under this Easement, the Grantee must:

(i) comply with the approvals and requirements of any Authority and with the reasonable requirements of the Grantor when carrying out the works;

(ii) ensure all work is done properly;

(iii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iv) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(v) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vi) make good any collateral damage.

(e) The Grantee must comply with any requirements or rules in respect of the Retaining Wall contained in the Management Statement.

**7. TERMS OF POSITIVE COVENANT FOR MAINTENANCE AND REPAIR NUMBERED 9 IN THE PLAN**

For the purposes of s88BA of the Act, the Grantee covenants to keep the Footings and Retaining Wall in good repair and safe condition and do all things necessary to maintain, repair and replace the Footings and Retaining Wall and any other structures of and incidental to the Retaining Wall so as to not detract from the support that the Footings and Retaining Wall provide.

**8. TERMS OF POSITIVE COVENANT NUMBERED 17 IN THE PLAN**

The Grantor must present their garbage bins at the approved designated bin collection area as shown on the stamped set of plans for DA consent no. 859/2022/JP. A clearance of 400mm behind each property boundary must be maintained to ensure the bins do not conflict with any physical structures when being lifted by the garbage truck.

Approved by
The Hills Shire Council:



(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 18/9/2025

Highforest

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

## 9. TERMS OF EFFECT OF THE MANAGEMENT STATEMENTS

(a) This clause applies to each Easement in this Instrument.

(b) If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and any Management Statements.

(c) If the Management Statements allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Community Association), or the Management Statements impose rules or conditions on the carrying out of works, repair or maintenance, the Management Statements prevail to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.

(d) If the Management Statements regulate the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and the Management Statements, the Management Statements prevails to the extent of the inconsistency.

(e) If the Management Statements binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and the Management Statements:

(i) imposes obligations on the Grantor or Grantee;

(ii) confers rights on the Grantor or Grantee; or

(iii) requires the Grantor or Grantee to do or refrain from doing something,

(iv) which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement, then the party bound by the Management Statements has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

Electronic signature of me, David Munday
affixed by me, or at my direction, on 18/9/2025

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**Plan:**

DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

**EXECUTED** on behalf of **The Hills Shire Council** by its authorised delegate pursuant to s.378 of Local Government Act 1993 No 30

David Munday

Name of Delegate (Print)

Signature of Delegate

David Munday
Electronic signature of me, ..... affixed by me, or at my direction on 18/9/2025

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

Signature of Witness

Leanne Pracy 18/9/2025
Electronic signature of me, ..... affixed by me, or at my direction, on.....

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

Leanne Pracy

Name of Witness

3 Columbia Court
Norwest NSW 2153

Address of Witness

Highforest

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Projects (Retail and Commercial) Pty Limited

Authority: Power of Attorney – Book 4836 No. 835

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 01/10/2025 | Electronic signature affixed by me, or at my direction, on the 01/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 01/10/2025 | Electronic signature affixed by me, or at my direction, on the 01/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Highforest Pty Limited

Authority: Power of Attorney – Book 4833 No. 896

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 01/10/2025 | Electronic signature affixed by me, or at my direction, on the 01/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 01/10/2025 | Electronic signature affixed by me, or at my direction, on the 01/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |



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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

**Approved Form**

**Execution by a Developer on behalf of Community Association**

I, Geoffrey Cohen being a developer of Community Scheme No 271416 pursuant to section 56(4) *Community Land Development Act 2021* (NSW) hereby executes this dealing / plan / instrument for the purpose of giving effect to a decision about a development concern on behalf of the owners corporation.

Signature: C. Coh

Date: 1.10.2025

Electronic signature affixed by me, or at my direction, on the 01/10/2025

**Statutory Declaration**

I Geoffrey Cohen of Mirvac do solemnly and sincerely declare that:

(1) *I am the developer of the precinct scheme; and

*(or)*

*I am authorised by the developer pursuant to Power of Attorney Book 4836 No 835 (*insert particulars of authority and annex*) to make this declaration; and

(2) The dealing / plan / instrument lodged with this statutory declaration gives effect to a decision about a development concern as defined in section 55 *Community Land Development Act 2021* (NSW).

(3) The precinct association has approved the dealing / plan / instrument in the following circumstances (*insert the date of the meeting of the precinct association – see section 57 Community Land Development Act 2021 (NSW)*):

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the of the Oaths Act 1900.

Declared at: L28/200 George Street, Sydney nsw 2000 on 1.10.2025

Signature: C. Coh Electronic signature affixed by me, or at my direction, on the 01/10/2025

in the presence of an authorised witness, who states:

I, Angus Smith , a Senior Development Manager

[*name of authorised witness*] [*qualification of witness*]

certify the following matters concerning the making of this statutory declaration by the person who made it:

Electronic signature affixed by me, or at my direction, on the 01/10/2025

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 6 in Deposited Plan 280098 covered by Subdivision Certificate No 12/2026/SC

dated 18/9/2025

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
2. *I have known this person for at least 12 months OR *I have confirmed the person's identity using an identity document. The document I relied on was a ... Drivers Licence .....

Signature of authorised witness: ... .....Date: 1.10.2025

Electronic signature affixed by me, or at my direction, on the 01/10/2025

REGISTERED: 16/10/2025

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



**Plan:**

DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC dated 18/9/2025

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

**Mirvac Projects (Retail and Commercial) Pty Limited** ACN 151 466 241 of Level 28, 200 George Street, Sydney NSW 2000

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement to Drain Water 1.5 wide & Variable (A5) | 26 | 27 |
| | | 25 | 26, 27 |
| | | 24 | 25, 26, 27 |
| | | 23 | 24, 25, 26, 27 |
| | | 22 | 23 to 27 inclusive |
| | | 21 | 22 to 27 inclusive |
| 2 | Easement for Support and Services 0.15 wide (C5) | 22 | 21 |
| | | 23 | 22 |
| | | 25 | 24 |
| | | 26 | 25 |
| | | 27 | 26 |
| 3 | Easement for Support and Services 0.15 wide (C5P) | 21 | 22 |
| | | 22 | 23 |

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday
affixed by me, or at my direction, on 18/9/2025

Highforest
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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC

dated 18/9/2025

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| | | 24<br>25<br>26 | 25<br>26<br>27 |
| 4 | Easement for Support of Retaining Wall 0.5 wide (E5) | 21<br>22<br>23<br>24<br>25<br>26 | 22<br>23<br>24<br>25<br>26<br>27 |
| 5 | Easement for Support of Retaining Wall 0.5 wide (E5P) | 22<br>23<br>24<br>25<br>26<br>27 | 21<br>22<br>23<br>24<br>25<br>26 |
| 6 | Restriction on the Use of Land (F5) | 21<br>22 | 22<br>21, 23 |

Approved by
The Hills Shire Council: .....

(Authorised Officer)

David Munday
Electronic signature of me, .....

affixed by me, or at my direction, on 18/9/2025

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC

dated 18/9/2025

| Number of item shown in the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| | | 23<br>24<br>25<br>26<br>27 | 22<br>25<br>24, 26<br>25, 27<br>26 |
| 7 | Easement for Support of Retaining Wall ~~variable width~~ 0.5 wide (H5) | 21<br>27 | 1/271416 |
| 8 | Positive Covenant for Maintenance and Repair | 1/271416 | 21, 27 |
| 9 | Positive Covenant | 21 to 27 (inclusive) | Hills Shire Council |

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

David Munday
Electronic signature of me, .....

affixed by me, or at my direction, on 18/9/2025

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC

dated 18/9/2025

**Part 1A (Release)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lots or parcels: | Benefited lots, roads, bodies or Prescribed Authorities: |
|---|---|---|---|
| 1. | Easement for Support of Retaining Wall 0.5 wide (E6) (DP280098 Doc 3.) | 14/280098 | 5/280098 (being lots 21 to 26) |
| | | 15/280098 | 5/280098 (being lots 21 to 25) |
| | | 16/280098 | 5/280098 (being lots 21 to 24, 27) |
| | | 17/280098 | 5/280098 (being lots 21 to 23, 26, 27) |
| | | 18/280098 | 5/280098 (being lots 21, 22, 25 to 27) |
| | | 19/280098 | 5/280098 (being lots 21, 23 to 27) |
| | | 20/280098 | 5/280098 (being lots 22 to 27) |

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

David Munday

Electronic signature of me, .....

18/9/2025

affixed by me, or at my direction, on.....

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



**Plan:**

DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC dated 18/9/2025

## Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

**Authorised User** means

(a) if the Grantee is a Community Association or Precinct Association, each registered proprietor of a lot in that Community Scheme or Precinct Scheme, and any occupier or lessee of that lot as authorised by the Community Association or Precinct Association;

(b) the Grantee's lessees, sub-lessees, employees, agents, contractors and licensees (including the lessee's employees, agents, contractors and licensees) and invitees of the Grantee; and

(c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Community Association** means the committee appointed under a Community Management Statement.

**Community Management Statement** means a community management statement registered with the Community Plan.

**Community Plan** means a community plan registered under the Development Act.

**Community Scheme** means a community scheme created on registration of a Community Plan.

**Council** means The Hills Shire Council or its successor.

**Development Act** means the *Community Land Development Act 2021* (NSW).

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of an Easement.

**Footings** means the footings of the Retaining Wall.

**Grantee** means:

(a) the registered proprietor of a Lot Benefited;

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 18/9/2025

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**Plan:**
DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC
dated 18/9/2025

(b) if, from time to time, a Community Scheme exists in respect of a Lot Benefited, the Community Association in respect of that Community Scheme; and

(c) if, from time to time, a Precinct Scheme exists in respect of a Lot Benefited, the Precinct Association in respect of that Precinct Scheme; and

(d) an Authority Benefited.

**Grantor** means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time, a Community Scheme exists in respect of a Lot Burdened, the Community Association in respect of that Community Scheme; and

(c) if, from time to time, a Precinct Scheme exists in respect of a Lot Burdened, the Precinct Association in respect of that Precinct Scheme.

**Instrument** means this section 88B instrument.

**Lot** means a lot in the Plan.

**Lot Benefited** means the whole or any part of a lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Management Act** means the *Community Land Management Act 2021* (NSW).

**Management Statements** means the Community Management Statement and the Precinct Management Statement.

**Plan** means the plan to which this Instrument relates.

**Precinct Association** means the committee appointed under the Precinct Management Statement.

**Precinct Management Statement** means a precinct management statement registered on a lot in the Plan.

**Precinct Plan** means deposited plan 280098.

**Precinct Scheme** means a precinct scheme created on registration of the Precinct Plan.

**Retaining Wall** means the retaining wall constructed within the Easement Site.

**Security Services** means services by any means for the prevention of any threat to the security or safety of a Grantee, Grantor or a Lot.

**Service** includes:

(a) the supply of water, hot water, stormwater, sullage, fluid wastes, electricity, artificially heated or cooled air or oil;

(b) the provision of sewage and drainage;

Approved by
The Hills Shire Council: .....

(Authorised Officer)

David Munday

Electronic signature of me, .....

18/9/2025

affixed by me, or at my direction, on.....

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**Plan:**
DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC

dated 18/9/2025

(c) firefighting services;

(d) transmission by, radio, television, satellite or other means;

(e) transmission by telephone or internet;

(f) telecommunication services;

(g) Security Services; and

(h) any other facility, supply or transmission.

The word "**includes**" in any form is not a word of limitation.

**1. TERMS OF EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE NUMBERED 1 IN THE PLAN**

An Easement to Drain Water in the terms of Part 3 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

**2. TERMS OF EASEMENT FOR SUPPORT AND SERVICES 0.15 WIDE NUMBERED 2 AND 3 IN THE PLAN**

(a) The Grantor grants to the Grantee a right:

(i) of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the wall and building constructed on the Lot Benefited; and

(ii) to connect to and use the Services located within the wall constructed on the Lot Burdened.

(b) The Grantor must:

(i) repair and maintain that part of the wall and the Services constructed on the Lot Burdened; and

(ii) maintain the support and fire protection provided by the wall and building constructed on the Lot Burdened.

(c) The Grantee must not do anything which will detract from support and fire protection of the wall provided to the Lot Benefited.

(d) In exercising its rights under this Easement, the Grantor must:

(i) ensure all work is done properly;

(ii) cause as little inconvenience as is practicable to the Grantee and any occupier of the Lot Benefited;

Approved by
The Hills Shire Council: .....
(Authorised Officer)

Electronic signature of me, David Munday

affixed by me, or at my direction, on 18/9/2025

Highforest
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(iii) cause as little damage as is practicable to the Lot Benefited and any improvement on it;

(iv) restore the Lot Benefited as nearly as is practicable to its former condition; and

(v) make good any collateral damage.

**3. TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL 0.5 WIDE NUMBERED 4 AND 5 IN THE PLAN**

(a) The Grantor grants to the Grantee the right for the retaining wall constructed on the Lot Benefited to be supported by that part of the Lot Burdened containing the Easement Site including the Retaining Wall and associated Footings to the extent that the retaining wall on the Lot Benefited derives support from the Easement Site (including any Retaining Wall and associated Footings).

(b) The Grantor must:

(i) not do anything which will detract from the support provided by the Retaining Wall;

(ii) maintain the subsoil drainage lines adjacent to the Retaining Walls; and

(iii) do all things necessary to the Retaining Wall to ensure the support of the retaining wall on the Lot Benefited is maintained; and

(iv) must keep the Footings and Retaining Wall in good repair and safe condition.

(c) The Grantee may insist the Footings and any part of the Retaining Wall that are located within the Easement Site on the Lot Burdened remain.

**4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 6 IN THE PLAN**

(a) The Grantor must not carry out any Works unless prior to commencement of the Works, the Grantor:

(i) procures an appropriately qualified civil/structural engineer to prepare a report stating that:

(A) the Works will not destabilise the adjoining buildings (including the roof, slab and footings) on the Lot Benefited; and

(B) where the Works are in relation to the roof of the Building, the Works do not affect the roof structure of the adjoining buildings of the Lot Benefited;

Approved by
The Hills Shire Council: .....

(Authorised Officer)

David Munday

Electronic signature of me, .....

18/9/2025

affixed by me, or at my direction, on.....

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(ii) submits a copy of the report from the civil/structural engineer to the Grantee; and

(iii) obtains all consents and approvals required:

(A) by law or any Authority; and

(B) in accordance with the terms of the Management Statements,

to carry out the Works.

(b) In this restriction:

(i) **Building** means the structure constructed on the Lot Burdened including the roof, slab and footings; and

(ii) **Works** means any building works on the Lot Burdened including removing, constructing, altering, remodelling or rebuilding the Building.

**5. TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL ~~VARIABLE WIDTH~~ NUMBERED 7 IN THE PLAN** 0.5 WIDE

(a) The Grantor grants to the Grantee the right for the Lot Benefited and any improvements constructed on the Lot Benefited to be supported by that part of the Lot Burdened containing the Easement Site including the Retaining Wall and associated Footings to the extent that the Lot Benefited derives support from the Easement Site (including any Retaining Wall and associated Footings).

(b) The Grantor must:

(i) not do anything which will detract from the support of the Retaining Wall;

(ii) maintain the subsoil drainage lines adjacent to the Retaining Walls to the extent that they are located within the Lot Burdened;

(iii) permit the Grantee to access the Lot Burdened to carry out its obligations under this easement and any associated positive covenant.

(c) The Grantee must keep the Footings and Retaining Wall in good repair and safe condition.

(d) In exercising its rights under this Easement, the Grantee must:

(i) comply with the approvals and requirements of any Authority and with the reasonable requirements of the Grantor when carrying out the works;

(ii) ensure all work is done properly;

Approved by
The Hills Shire Council: .....

(Authorised Officer)

David Munday
Electronic signature of me, .....
affixed by me, or at my direction, on 18/9/2025

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(iii) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(iv) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(v) restore the Lot Burdened as nearly as is practicable to its former condition; and

(vi) make good any collateral damage.

(e) The Grantee must comply with any requirements or rules in respect of the Retaining Wall contained in the Management Statement.

**6. TERMS OF POSITIVE COVENANT FOR MAINTENANCE AND REPAIR NUMBERED 8 IN THE PLAN**

For the purposes of s88BA of the Act, the Grantee covenants to keep the Footings and Retaining Wall in good repair and safe condition and do all things necessary to maintain, repair and replace the Footings and Retaining Wall and any other structures of and incidental to the Retaining Wall so as to not detract from the support that the Footings and Retaining Wall provide.

**7. TERMS OF POSITIVE COVENANT NUMBERED 9 IN THE PLAN**

The Grantor must present their garbage bins at the approved designated bin collection area as shown on the stamped set of plans for DA consent no. 859/2022/JP. A clearance of 400mm behind each property boundary must be maintained to ensure the bins do not conflict with any physical structures when being lifted by the garbage truck.

**8. TERMS OF EFFECT OF THE MANAGEMENT STATEMENTS**

(a) This clause applies to each Easement in this Instrument.

(b) If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and any Management Statements.

(c) If the Management Statements allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Community Association), or the Management Statements impose rules or conditions on the carrying out of works, repair or maintenance, the Management Statements prevail to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.

(d) If the Management Statements regulate the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the

Approved by
The Hills Shire Council: .....

(Authorised Officer)

David Munday
Electronic signature of me, .....

affixed by me, or at my direction, on 18/9/2025

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apportionment of costs under the Easement and the Management Statements, the Management Statements prevails to the extent of the inconsistency.

(e) If the Management Statements binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and the Management Statements:

(i) imposes obligations on the Grantor or Grantee;

(ii) confers rights on the Grantor or Grantee; or

(iii) requires the Grantor or Grantee to do or refrain from doing something,

(iv) which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement, then the party bound by the Management Statements has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

Approved by
The Hills Shire Council:

.....
(Authorised Officer)

David Munday
Electronic signature of me, .....

affixed by me, or at my direction, on 18/9/2025

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC

dated 18/9/2025

**EXECUTED** on behalf of **The Hills Shire Council** by its authorised delegate pursuant to s.378 of Local Government Act 1993 No 30

David Munday

Name of Delegate (Print)

Signature of Delegate

Electronic signature of me, David Munday affixed by me, or at my direction on 18/9/2025

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

Signature of Witness

Leanne Pracy

Electronic signature of me, Leanne Pracy affixed by me, or at my direction, on 18/9/2025

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

Leanne Pracy

Name of Witness

3 Columbia Court
Norwest NSW 2153

Address of Witness



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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC

dated 18/9/2025

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Projects (Retail and Commercial) Pty Limited

Authority: Power of Attorney – Book 4836 No. 835

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 9/10/2025 | Electronic signature affixed by me, or at my direction, on the 9/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 9/10/2025 | Electronic signature affixed by me, or at my direction, on the 9/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC

dated 18/9/2025

**Mortgagee Consent**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Highforest Pty Ltd ACN 682 614 375

Authority: Power of Attorney – Book 4833 No. 896

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 9/10/2025 | Electronic signature affixed by me, or at my direction, on the 9/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 9/10/2025 | Electronic signature affixed by me, or at my direction, on the 9/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |



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**Plan:**

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Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC

dated 18/9/2025

**Approved Form**

**Execution by a Developer on behalf of Community Association**

I, Geoffrey Cohen being a developer of Community Scheme No 271416 pursuant to section 56(4) *Community Land Development Act 2021* (NSW) hereby executes this dealing / plan / instrument for the purpose of giving effect to a decision about a development concern on behalf of the owners corporation.

Signature: C. Cohen

Date: 9.10.2025

Electronic signature affixed by me, or
at my direction, on the 9/10/2025

**Statutory Declaration**

I Geoffrey Cohen of Mirvac do solemnly and sincerely declare that:

(1) *I am the developer of the precinct scheme; and

*(or)*

*I am authorised by the developer pursuant to Power of Attorney Book 4836 No 835 (*insert particulars of authority and annex*) to make this declaration; and

(2) The dealing / plan / instrument lodged with this statutory declaration gives effect to a decision about a development concern as defined in section 55 *Community Land Development Act 2021* (NSW).

(3) The precinct association has approved the dealing / plan / instrument in the following circumstances (*insert the date of the meeting of the precinct association – see section 57 Community Land Development Act 2021 (NSW)*):

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the of the Oaths Act 1900.

Declared at: L28/200 George Street, Sydney nsw 2000 on 9.10.2025

Signature: C. Cohen

Electronic signature affixed by me, or
at my direction, on the 9/10/2025

in the presence of an authorised witness, who states:

I, Angus Smith , a Senior Development Manager

[*name of authorised witness*] [*qualification of witness*]

certify the following matters concerning the making of this statutory declaration by the person who made it:



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**Plan:**

# DP280098

Plan of Precinct Subdivision over Lot 5 in Deposited Plan 280098 covered by Subdivision Certificate No 18/2026/SC

dated 18/9/2025

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
2. *I have known this person for at least 12 months OR *I have confirmed the person's identity using an identity document. The document I relied on was a ... Drivers Licence .....

Signature of authorised witness: .....Date: 9.10.2025

Electronic signature affixed by me, or at my direction, on the 9/10/2025

REGISTERED: 20/10/2025

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# Annexure 12.
# Precinct Development Contract

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| Approved Form 27 | Precinct Development Contract | Sheet 1 of 65 sheets |
|---|---|---|
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**Definitions**

In this Contract capitalised terms have the meaning set out in the Dictionary in Schedule 6.

**Description of proposed development**

A Precinct Plan of subdivision of Land to create a Precinct Scheme comprising:

(a) residential dwelling houses and attached dwellings; and

(b) open spaces,

It is intended:

(a) to carry out the development in stages; and

(b) to convert some Precinct Development Lots into Precinct Property;

(c) subdivide Precinct Development Lots by one or more Precinct Plans of Subdivision; and

(d) add Community Development Lots to the Precinct Scheme.

This development contract identifies works that may be completed by the developer after registration of the *~~community/~~precinct~~/neighbourhood~~ plan. This development contract may contain:

- **warranted development**, which the developer may be compelled to carry out, and/or
- **authorised proposals**, which the developer is permitted to carry out but cannot be compelled to carry out.

**Land to be developed**

| | |
|---|---|
| This development contract identifies works that are proposed to be developed on the following parcels - | 1. This Contract relates to:<br>- Community Development Lot 2; and<br>- the other land to be added to the Precinct Scheme under this Contract,<br>being part of the land known as 55 Coonara Avenue, West Pennant Hills NSW ('the Land').<br>2. Subject to the rights of the Developer under this Contract, the Land is to be:<br>a) a residential precinct scheme comprising residential dwelling houses, attached dwellings and open spaces; and<br>b) subdivided under the Development Act.<br>3. A Concept Plan for the Precinct Scheme is set out in Schedule 1. |

TERMS OF INSTRUMENT NOT CHECKED IN NSW LAND REGISTRY SERVICES

REGISTERED: 14/10/2025



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**Conclusion of the development contract**

| | |
|---|---|
| This development contract will conclude on - | This contract concludes 10 years after the date of registration of this Contract. |

*** Land to be added to the scheme**

| | |
|---|---|
| This development contract allows additional land to be added to the scheme | Proposed Community Development Lot 10 and Proposed Community Development Lot 16 are intended to be added to the Precinct Scheme in accordance with this Contract. |
| This is a *warranted/authorised proposal | **1. Warranted Development**<br><br>There is no warranted development.<br><br>**2. Authorised Proposals**<br><br>(a) The Developer may in its sole discretion undertake the Authorised Proposals detailed in Schedule 3.<br><br>(b) The Developer may in its sole discretion, at any time elect not to undertake all or any of the Authorised Proposals detailed in Schedule 3.<br><br>3. An Owner of a Lot within the Precinct Scheme must not make any objection or claim against the Developer if any or all of the Authorised Proposals are not undertaken. The Developer discloses that:<br><br>(a) the staging of the development contained in Schedule 3 is indicative only;<br><br>(b) the Developer is authorised to undertake the development in any number of stages (being more or less than those indicated in Schedule 3) and the sequencing of each stage may vary from that shown in Schedule 3;<br><br>(c) the Lot numbers referred to in the Concept Plan and in the Schedules to this Contract may change during the course of the development as a result of the staging and sequencing of the development by the Developer, and the Developer may update the indicative Lot numbers from time to time;<br><br>(d) as a result of clauses 3 (a) to (c) above, the Lot numbers referred to in the Concept Plan and in the Schedules to this Contract are references to the indicative Lot numbers only as at the date of this |



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| | Contract, as may updated from time to time by the Developer; and<br><br>(e) if the Developer updates the Lot numbers referred to in the Concept Plan this Contract must be read as if the Lot numbers referred to in this Contract are references to the updated Lot numbers. |

*** Rights over association property**

| | |
|---|---|
| This development contract allows the developer to access and carry out work on association property | 1. Developer's Rights<br><br>(a) The Other Parties covenant that the Developer will be permitted to carry out and implement, in accordance with this Contract and any relevant Planning Approval:<br><br>(1) the Warranted Development;<br><br>(2) the Authorised Proposals;<br><br>(3) the Development Concerns; and<br><br>(4) any other Development permitted to be carried out under this Contact.<br><br>2. From the commencement of the Precinct Scheme until Completion, the Developer has the following rights relating to ingress, egress, movement and parking of vehicles to, from and on the Precinct Parcel:<br><br>(a) to access and use each Lot within the Precinct Scheme including any Precinct Property to carry out the Authorised Proposals, any Development Concerns or any other development permitted to be carried out under this Contract;<br><br>(b) to store on the Precinct Property or on any Lot any materials, plant, machinery, equipment or vehicles required by the Developer in connection with the development permitted under this Contract;<br><br>(c) lock, secure or otherwise restrict or prevent access to, egress from or use any part of the Precinct Property by Owners and Occupiers for any purpose in connection with the development permitted under this Contract; and<br><br>(d) to grant to any person a right of access to and/or a right to occupy and use the whole or any part or parts of the Precinct Property, either exclusively or non-exclusively, |



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| | |
|---|---|
| | and to authorise such person to exercise some or all of the Developer's rights under this Contract.<br><br>3. In addition the rights set out in clause 2 above, the Developer has the right at any time to:<br><br>(a) develop and subdivide the Precinct Parcel in stages;<br><br>(b) convert a Precinct Development Lot to Precinct Property;<br><br>(c) add land to Precinct Property by transfer;<br><br>(d) add land to the Precinct Scheme to create Precinct Development Lots;<br><br>(e) sever a Precinct Development Lot from the Precinct Parcel;<br><br>(f) unrestricted access by all means to and over the Precinct Property;<br><br>(g) carry out Development Activities;<br><br>(h) to temporarily interrupt Services to the Precinct Scheme or any Lot in connection with the development permitted under this Contract;<br><br>(i) place in or attach to Precinct Property temporary structures, including temporary offices and sheds;<br><br>(j) install, alter and connect to Service Lines forming part of Precinct Property;<br><br>(k) place in or attach to Precinct Property marketing and advertising Signs;<br><br>(l) conduct Selling and Leasing Activities including the holding of public auctions, in Precinct Property;<br><br>(m) build and use a display facility in the Precinct Property in connection with Selling and Leasing Activities; and<br><br>(n) hold events and functions on a Lot and in the Precinct Property. |
| **Development Concerns** (*s.55(1)(c) Community Land Development Act 2021)* | For the purposes of s.55 (1)(c) of the Development Act, the carrying out of any Development disclosed and permitted to be carried out by the Developer under this Contract, including but not limited to the Warranted Development, Authorised Proposals, the Development |



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| | |
|---|---|
| | Activities and the works, matters and details set out in Schedule 4 and Schedule 5, is a Development Concern. |

This Development Contract is binding on the:

- developer,
- association,
- lot owners, and
- registered mortgagees, chargees and lessees of the lot owners as set out in section 49 of the *Community Land Development Act 2021.*

**These items are optional and should only be included if they are relevant*

**Warranted Development – proposed development subject to a warranty**

*Development that the developer is permitted to carry out and may be compelled to carry out.*

*If there is no warranted development, indicate this in lieu of the sub-headings.*

**There is no warranted development.**

**(a)**

**Authorised Proposals – proposed development not subject to a warranty**

**(a) Description of development**

See Schedule 3 and the Concept Plan attached at Schedule 1.

**(b) Association property amenities**

Subject to the Developer's rights under this Contract the description of buildings, services, facilities or infrastructure to be (or which are authorised to be) built, installed or provided on Precinct Property are set out in Schedule 3 and in the Concept Plan attached at Schedule 1.

**(c) Working hours**

See Schedule 4.

**(d) Access and construction zones and related rights over association property**



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The access, construction zones, working hours and related rights with respect to each stage of the development are set out in Schedule 4.

**(e) Contribution to association property expenses**

The Developer is not required to contribute to Precinct Property expenses in respect of the Precinct Development Lots. The Developer must contribute to Precinct Property expenses only in respect of Precinct Development Lots in each stage which are developed and retained in the ownership of the Developer and only in accordance with the schedule of unit entitlements.

**(f) Easements or covenants proposed to be created burdening or benefiting association property**

(a) Subject to the Developer's rights under this Contract, the details of:

(i) easements proposed to be created benefiting or burdening Precinct Property; and

(ii) restrictions on the use of land or positive covenants proposed to be created benefiting or burdening Precinct Property,

are included in Schedule 5.

(b) The Developer discloses that the easements, restrictions on the use of land and positive covenants proposed to be created to benefit or burden Precinct Property will be created progressively as the development is carried out and may be created either:

(i) on Community Development Lots before they are added to the Precinct Scheme as Precinct Property or Precinct Development Lots;

(ii) on Precinct Development Lots before they are converted to Precinct Property; or

(iii) within Precinct Property at any time during the operation of this Contract.

**(g) Land proposed to be added to the scheme**

After creation of the Precinct Scheme, it is proposed to add two further Community Development Lots from the Community Scheme to the Precinct Scheme by registering a Precinct Plan of Subdivision. It is intended that the land to be added to the Precinct Scheme is contiguous to the initial Precinct Scheme and will be Precinct Development Lots. Details of the land to be added to the Precinct Scheme is set out in Schedule 3.

**Concept Plan**

See Concept Plan attached at Schedule 1



Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

Req:R117016 /Doc:DP 0280098 C /Rev:14-Oct-2025 /NSW LRS /Prt:20-Oct-2025 12:46 /Seq:7 of 65
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|---|---|
| 14/10/2025 | DP280098 |

**Certificate of Planning Authority**

The Planning Authority (*insert name*) The Hills Shire Council .....

certifies that:

i) planning approval has been granted to the development proposed by the instruments, plans and drawings that comprise the development contract, and

ii) the instruments, plans and drawings are not inconsistent with that development as approved.

Date: 17/9/2025 .....

Certificate Reference: 10/2026/SC .....

Signed by David Munday .....

*Authorised Person/*~~General Manager~~

Signature: ..... Electronically signed by me David Munday, affixed by me 17/9/2025

* See Sheet 64 of 65 Sheets for Council endorsement.

This is the certificate referred to in Section 47(4) Community Land Development Act 2021

* Strike through inapplicable parts

---

**Undertaking by developer**

I, .....being the developer,

undertake:

- to not cause unreasonable inconvenience to owners of lots in the scheme, and
- to repair without delay any damage caused to association property or common property by development activities

---

**Signatures, Consents, Approvals**

*Provided signatures/seals as required by section 235 Community Land Management Act 2021*

---



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Version: 3, Version Date: 22/09/2025

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DP280098

# Schedule 1 – Concept Plan



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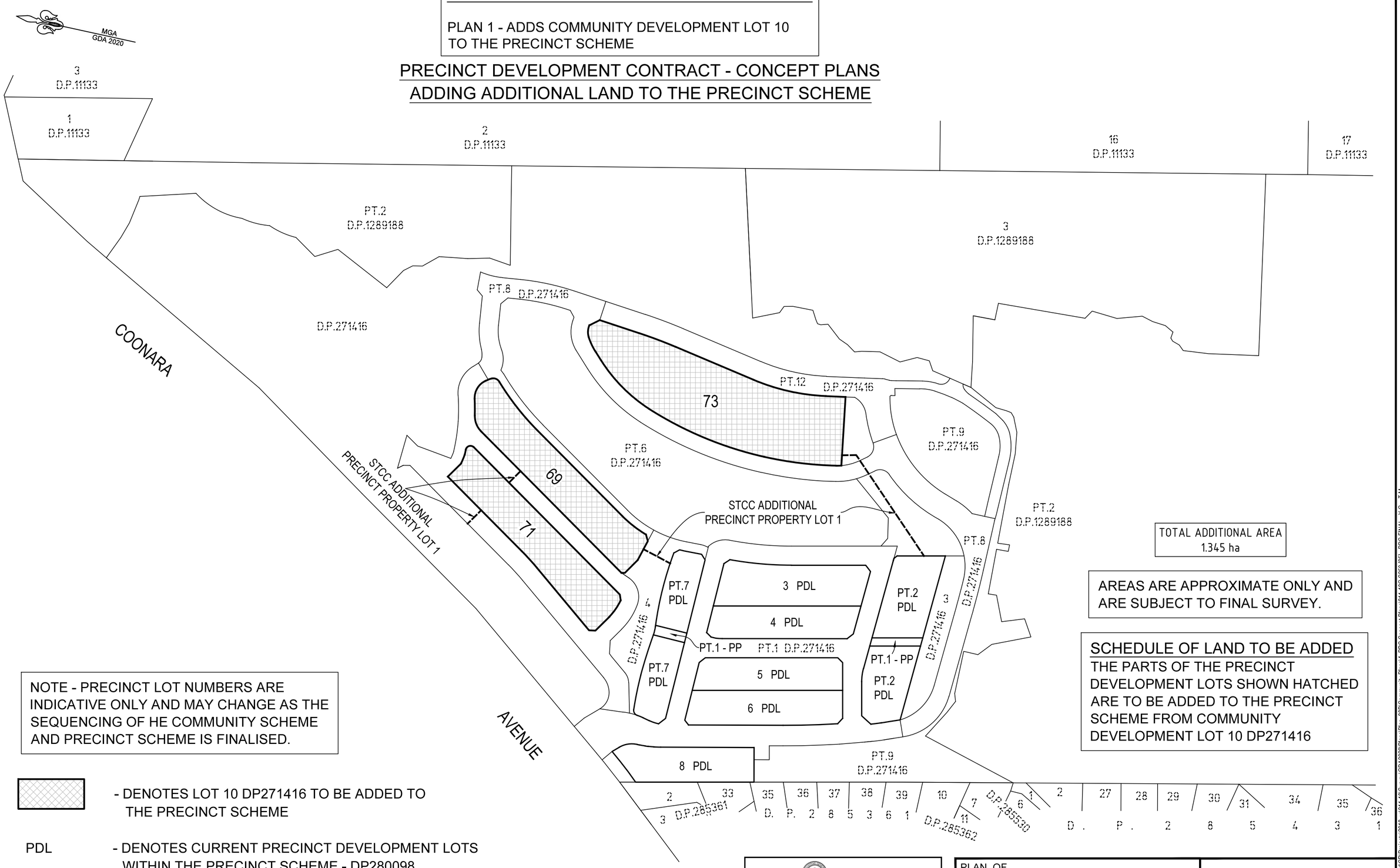
# PRECINCT SUBDIVISION PLANS SHOWING LAND BEING ADDED TO THE PRECINCT SCHEME

PLAN 1 - ADDS COMMUNITY DEVELOPMENT LOT 10 TO THE PRECINCT SCHEME

## PRECINCT DEVELOPMENT CONTRACT - CONCEPT PLANS ADDING ADDITIONAL LAND TO THE PRECINCT SCHEME




TOTAL ADDITIONAL AREA
1.345 ha

AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.

**SCHEDULE OF LAND TO BE ADDED**

THE PARTS OF THE PRECINCT DEVELOPMENT LOTS SHOWN HATCHED ARE TO BE ADDED TO THE PRECINCT SCHEME FROM COMMUNITY DEVELOPMENT LOT 10 DP271416

NOTE - PRECINCT LOT NUMBERS ARE INDICATIVE ONLY AND MAY CHANGE AS THE SEQUENCING OF HE COMMUNITY SCHEME AND PRECINCT SCHEME IS FINALISED.

- DENOTES LOT 10 DP271416 TO BE ADDED TO THE PRECINCT SCHEME

PDL - DENOTES CURRENT PRECINCT DEVELOPMENT LOTS WITHIN THE PRECINCT SCHEME - DP280098

STCC - DENOTES SUBTERRANEAN CONTIGUOUS CONNECTION PT. LOT

PP - DENOTES PRECICT PROPERTY - DP280098

REGISTERED: 14/10/2025

50 25 0 25 50
1:1500 @ A2

PLAN OF
PROPOSED LAND TO BE ADDED TO THE PRECINCT SCHEME FROM THE COMMUNITY SCHEME - DP271416
55 COONARA AVENUE, WEST PENANT HILLS

**DP280098**

DATE: 27/05/2025

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_08B\Community Plans\4. PDC Concept Plans\011-18G S250 [05] - PDC FINAL - Y.G. - T.M.

10 20 30 40 50 Table of mm 80 90 100 110 120 130 140

Document Set ID: 22088396
Version: 3, Version Date: 22/09/2025

Req:R117016 /Doc:DP 0280098 C /Rev:14-Oct-2025 /NSW LRS /Prt:20-Oct-2025 12:46 /Seq:10 of 65
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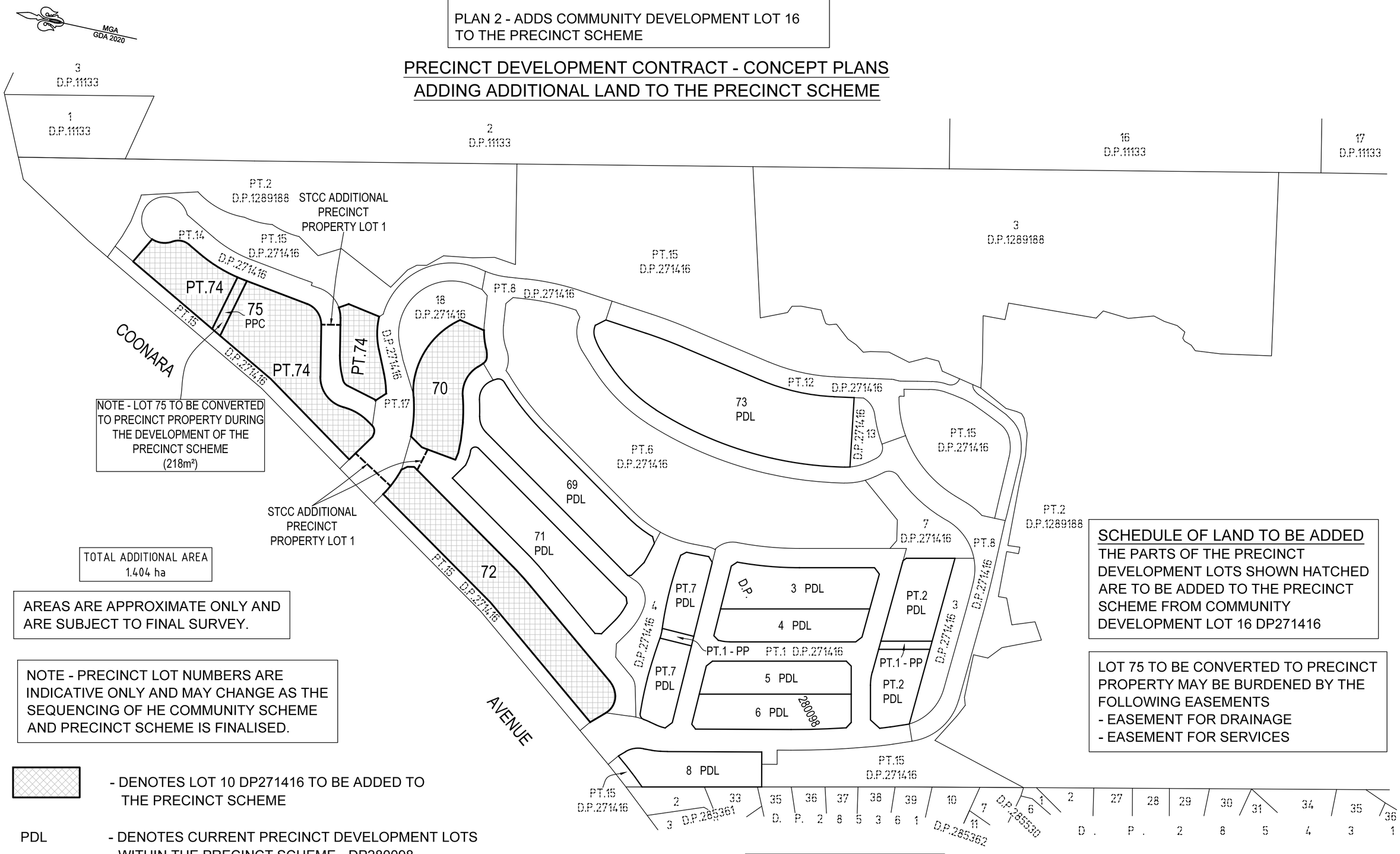
# PRECINCT SUBDIVISION PLANS SHOWING LAND BEING ADDED TO THE PRECINCT SCHEME

PLAN 2 - ADDS COMMUNITY DEVELOPMENT LOT 16 TO THE PRECINCT SCHEME

## PRECINCT DEVELOPMENT CONTRACT - CONCEPT PLANS ADDING ADDITIONAL LAND TO THE PRECINCT SCHEME




NOTE - LOT 75 TO BE CONVERTED TO PRECINCT PROPERTY DURING THE DEVELOPMENT OF THE PRECINCT SCHEME (218m²)

TOTAL ADDITIONAL AREA
1.404 ha

AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.

NOTE - PRECINCT LOT NUMBERS ARE INDICATIVE ONLY AND MAY CHANGE AS THE SEQUENCING OF HE COMMUNITY SCHEME AND PRECINCT SCHEME IS FINALISED.

- DENOTES LOT 10 DP271416 TO BE ADDED TO THE PRECINCT SCHEME

PDL - DENOTES CURRENT PRECINCT DEVELOPMENT LOTS WITHIN THE PRECINCT SCHEME - DP280098
STCC - DENOTES SUBTERRANEAN CONTIGUOUS CONNECTION PT. LOT
PP - DENOTES PRECICT PROPERTY - DP280098
PPC - DENOTES PRECINCT PROPERTY TO BE CONVERTED FROM PDL 75

### SCHEDULE OF LAND TO BE ADDED

THE PARTS OF THE PRECINCT DEVELOPMENT LOTS SHOWN HATCHED ARE TO BE ADDED TO THE PRECINCT SCHEME FROM COMMUNITY DEVELOPMENT LOT 16 DP271416

LOT 75 TO BE CONVERTED TO PRECINCT PROPERTY MAY BE BURDENED BY THE FOLLOWING EASEMENTS
- EASEMENT FOR DRAINAGE
- EASEMENT FOR SERVICES

REGISTERED: 14/10/2025

50 25 0 25 50
1:1500 @ A2

PLAN OF
PROPOSED LAND TO BE ADDED TO THE PRECINCT SCHEME FROM THE COMMUNITY SCHEME - DP271416
55 COONARA AVENUE, WEST PENANT HILLS

DP280098
DATE: 27/05/2025

CAD REF: G:\Acquired\CR\Projects\2018_sy011-18\Survey\GDA2020\Plans\Plan_088\Community Plans\4. PDC Concept Plans\011-18S S250 [06] - PDC FINAL - Y.G. - T.M.

10 20 30 40 50 Table of mm 80 90 100 110 120 130 140

Document Set ID: 22092896
Version: 3, Version Date: 22/09/2025

Req:R117016 /Doc:DP 0280098 C /Rev:14-Oct-2025 /NSW LRS /Prt:20-Oct-2025 12:46 /Seq:11 of 65
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| Approved Form 27 | **Precinct Development Contract** | Sheet 11 of 65 sheet(s) |
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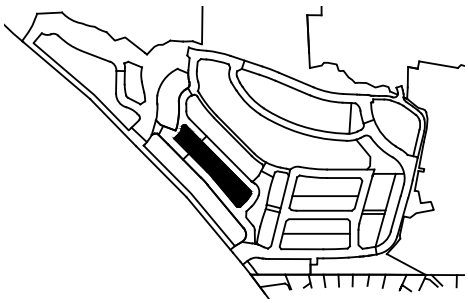
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: MDES-CAD-AR-HC-S03[6]-2-10 - GROUND FLOOR PLAN LOTS 3-01 TO 3-05-combied ground floor
RECEIVED: 15 JULY 2025

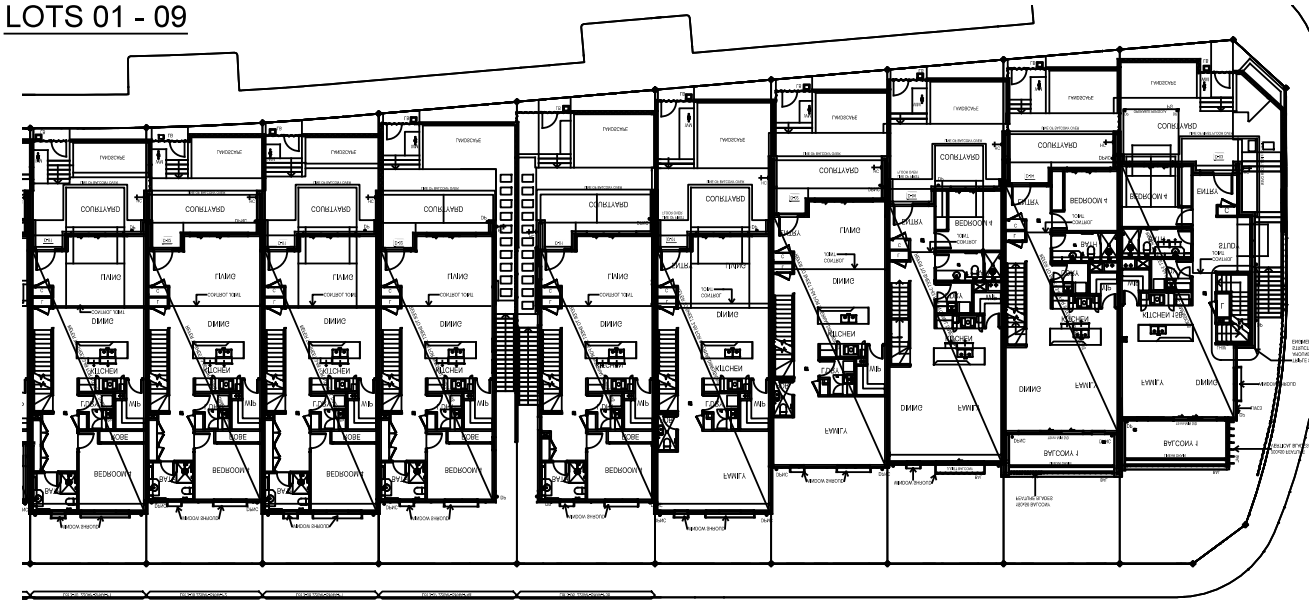
# SUPER LOT 03

SCALE 1: 400

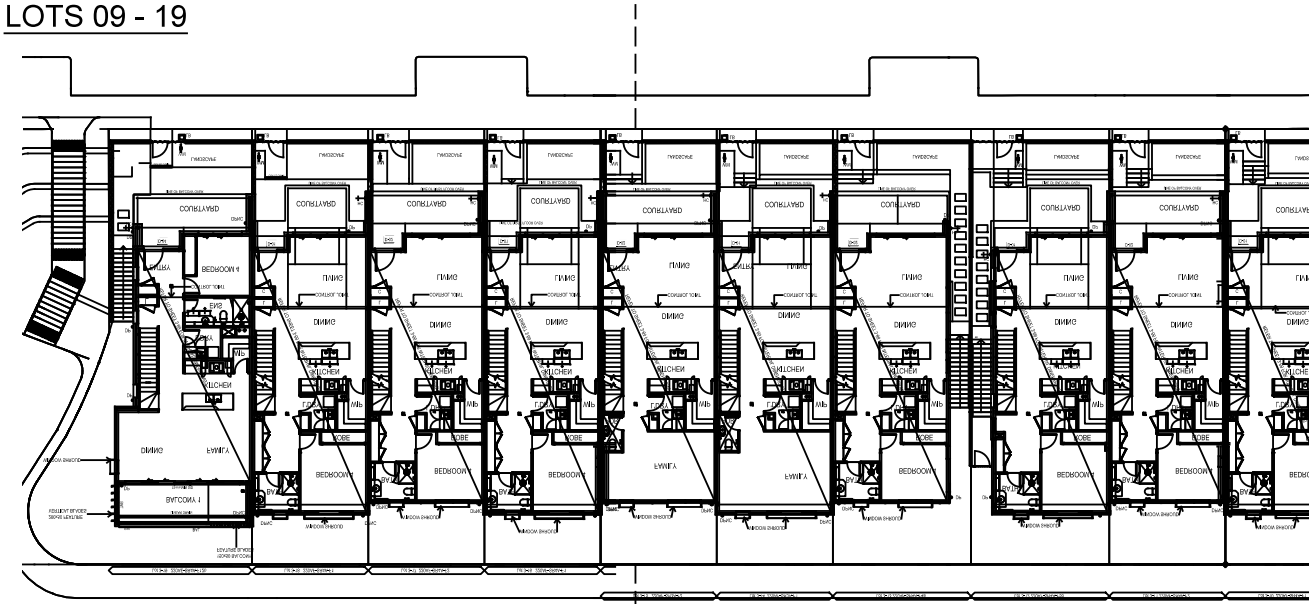





## LOTS 01 - 09



## LOTS 09 - 19



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Version: 3, Version Date: 22/09/2025

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| Approved Form 27 | **Precinct Development Contract** | Sheet 12 of 65 sheet(s) |
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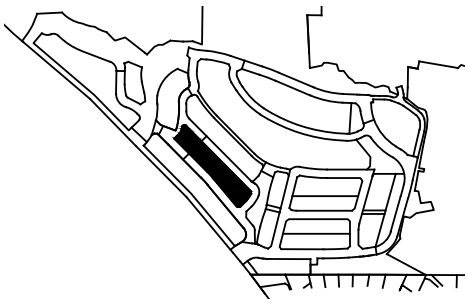
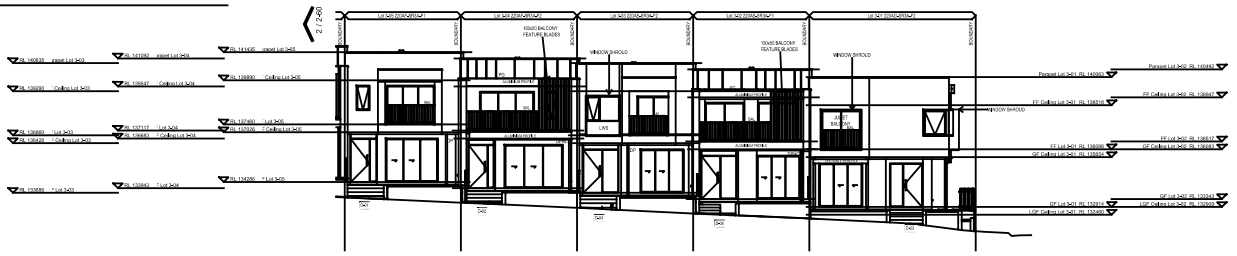
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: MDES-CAD-AR-HC-S03[6]-2-60 - ELEVATION - FRONT
DWG No.: MDES-CAD-AR-HC-S03[6]-2-61 - ELEVATION - FRONT
RECEIVED: 15 JULY 2025

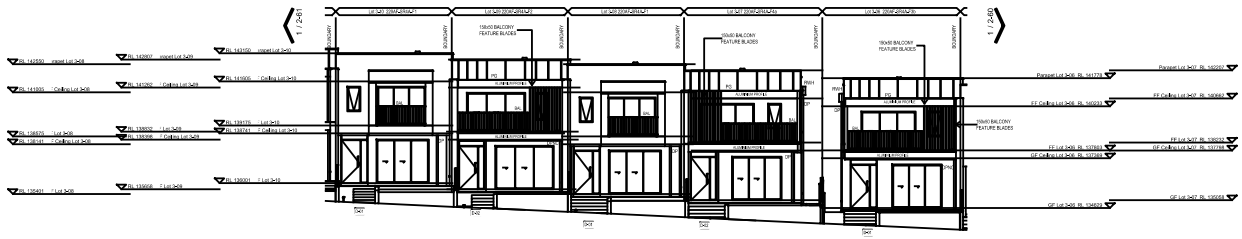
# SUPER LOT 03
## FRONT ELEVATION
SCALE 1: 400



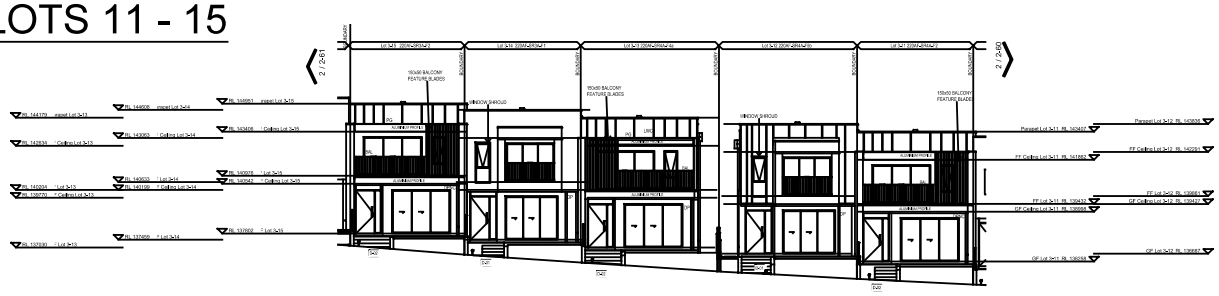
## LOTS 01 - 05



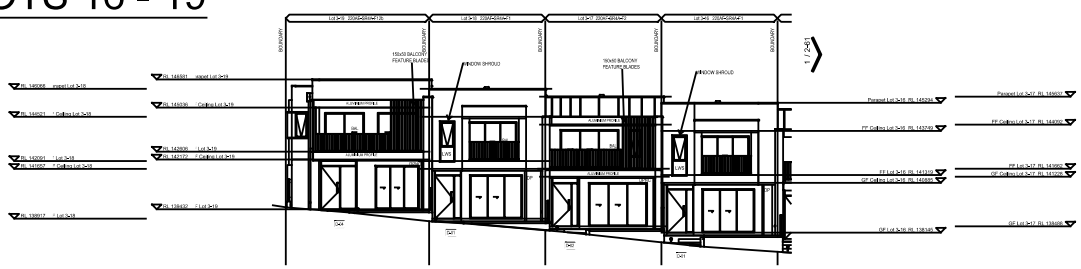
## LOTS 06 - 10



## LOTS 11 - 15



## LOTS 16 - 19



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

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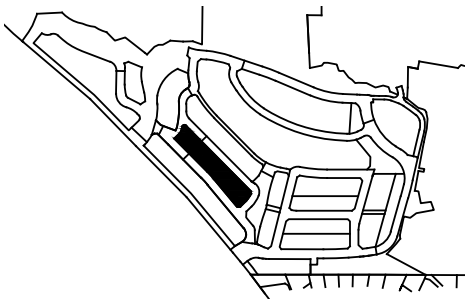
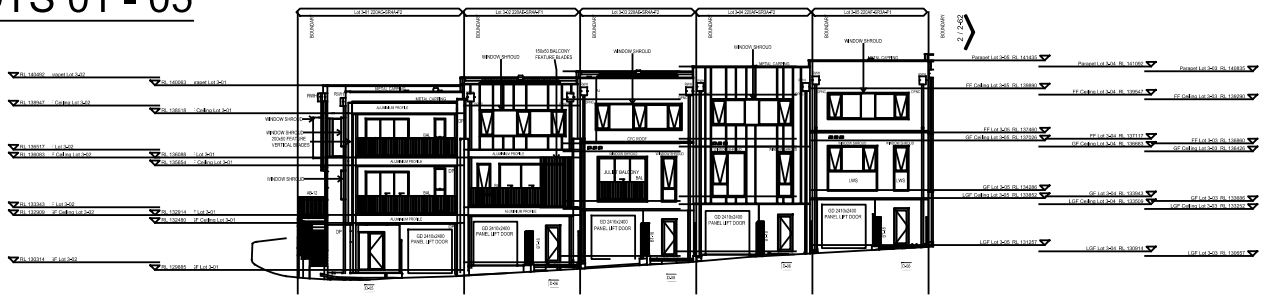
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: MDES-CAD-AR-HC-S03[6]-2-62 - ELEVATION - REAR
DWG No.: MDES-CAD-AR-HC-S03[6]-2-63 - ELEVATION - REAR
RECEIVED: 15 JULY 2025

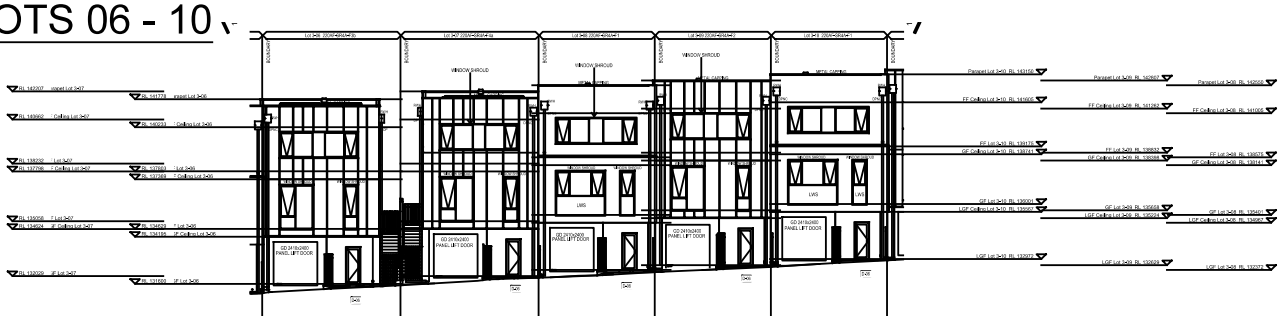
# SUPER LOT 03
## REAR ELEVATION
SCALE 1: 400



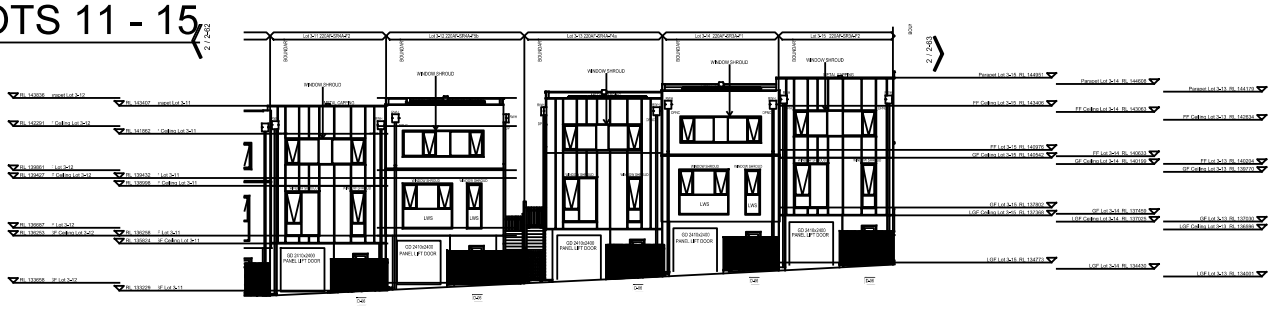
## LOTS 01 - 05



## LOTS 06 - 10



## LOTS 11 - 15



## LOTS 16 - 19



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Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

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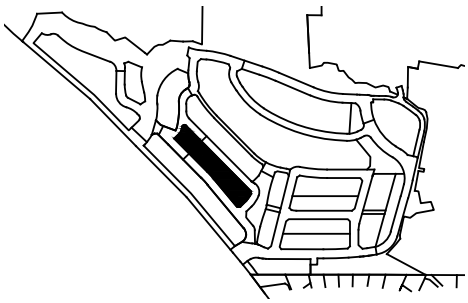
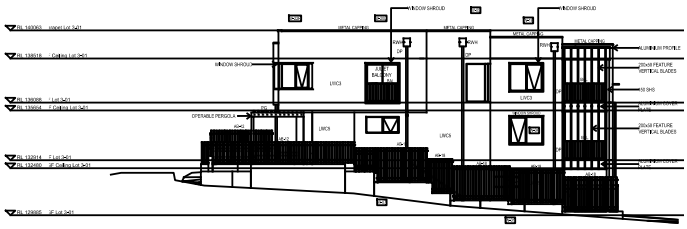
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: MDES-CAD-AR-HC-S03[6]-2-64 - ELEVATION - SIDE
DWG No.: MDES-CAD-AR-HC-S03[6]-2-65 - ELEVATION - SIDE
RECEIVED: 15 JULY 2025

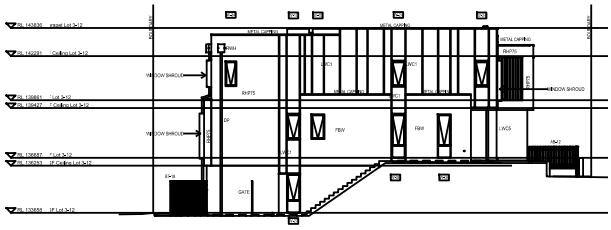
# SUPER LOT 03
## SIDE ELEVATION
SCALE 1: 400



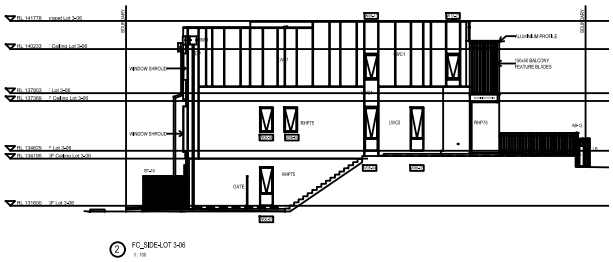
## LOT 01



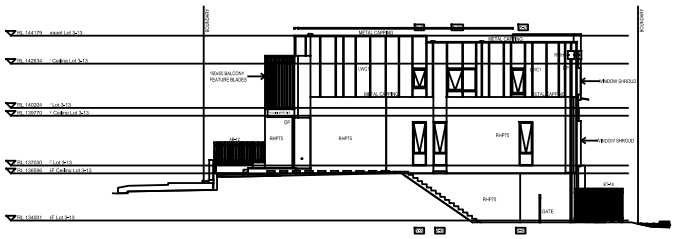
## LOT 12



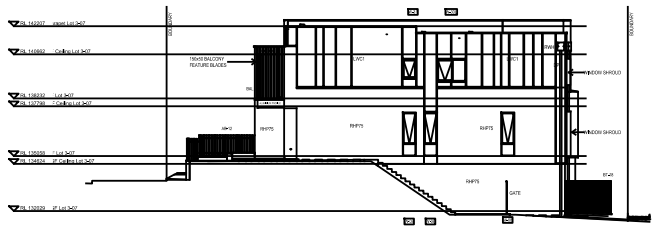
## LOT 06



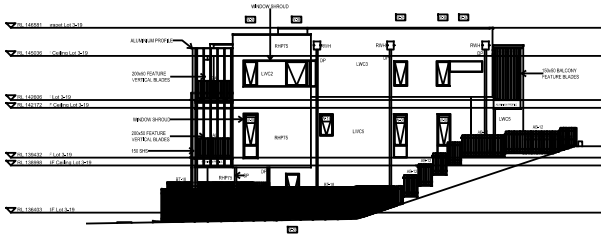
## LOT 13



## LOT 07



## LOT 19



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Version: 3, Version Date: 22/09/2025

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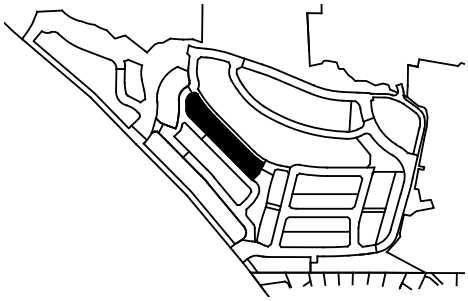
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-2-10-GROUND FLOOR PLAN - LOTS 05-01_05-07[9]-combined ground floor
RECEIVED: 15 JULY 2025

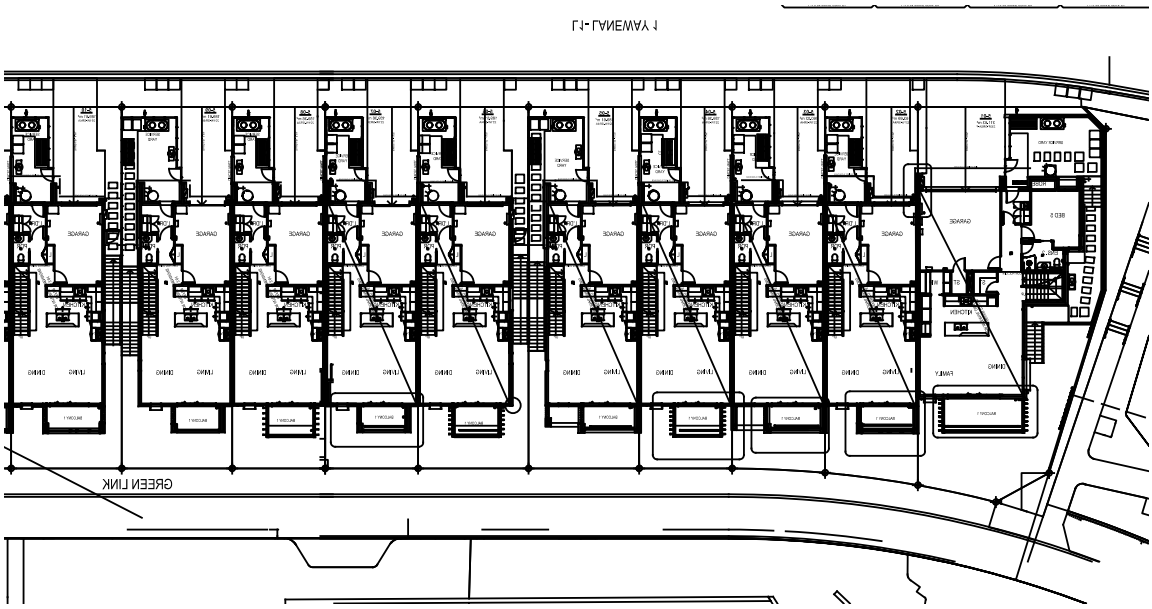
# SUPER LOT 05

SCALE 1: 500

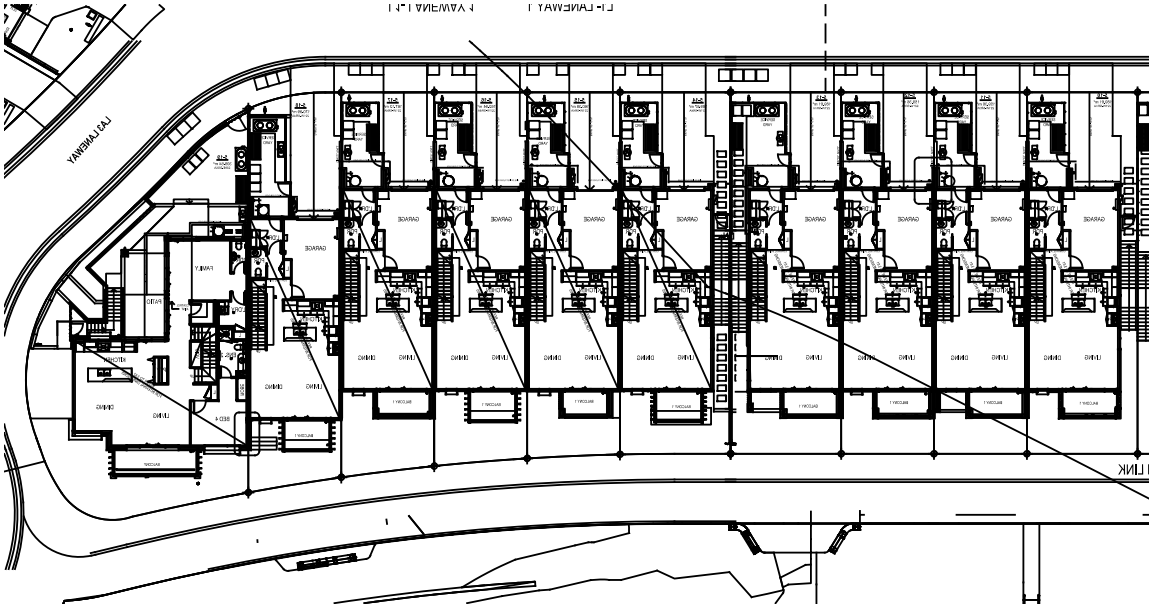





## LOTS 01 - 09




## LOTS 09 - 19



SEE SHEET FOR ELEVATIONS

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

Req:R117016 /Doc:DP 0280098 C /Rev:14-Oct-2025 /NSW LRS /Prt:20-Oct-2025 12:46 /Seq:16 of 65
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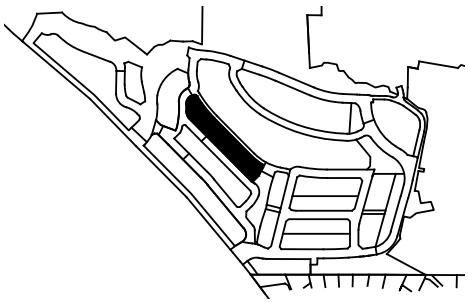
|---|---|---|
| Office Use Only<br>Registered: 14/10/2025 | | Office Use Only<br>DP280098 |

THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-2-60-ELEVATION[6]
RECEIVED: 15 JULY 2025

# SUPER LOT 05
## FRONT ELEVATION
SCALE 1: 500



## LOTS 01 - 07



## LOTS 08 - 13



② FRONT ELEVATION SITE 5 LOTS 08 - 13

## LOTS 14 - 19



③ FRONT ELEVATION SITE 5 LOTS 14 - 19

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

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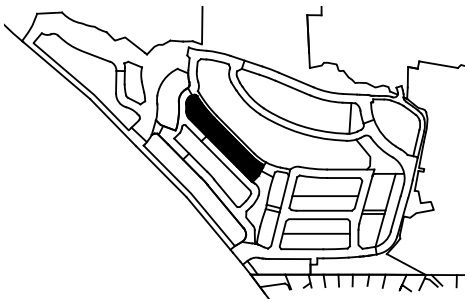
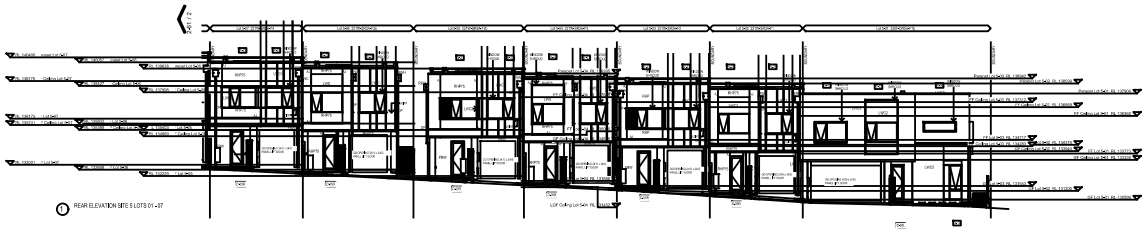
| Approved Form 27 | **Precinct Development Contract** | Sheet 17 of 65 sheet(s) |
|---|---|---|
| Office Use Only<br>Registered: 14/10/2025 | | Office Use Only<br>DP280098 |

THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-2-61-ELEVATION[6]
RECEIVED: 15 JULY 2025

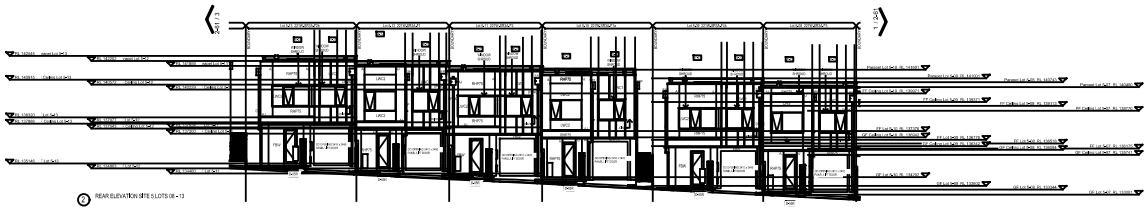
# SUPER LOT 05
## REAR ELEVATION
SCALE 1: 500



## LOTS 01 - 07



## LOTS 08 - 13



## LOTS 14 - 19



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

Req:R117016 /Doc:DP 0280098 C /Rev:14-Oct-2025 /NSW LRS /Prt:20-Oct-2025 12:46 /Seq:18 of 65
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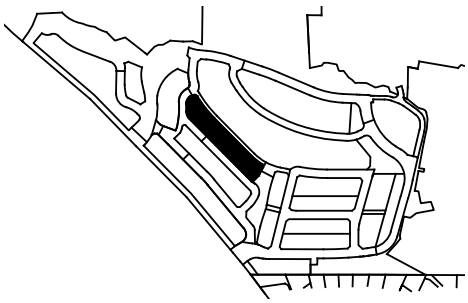
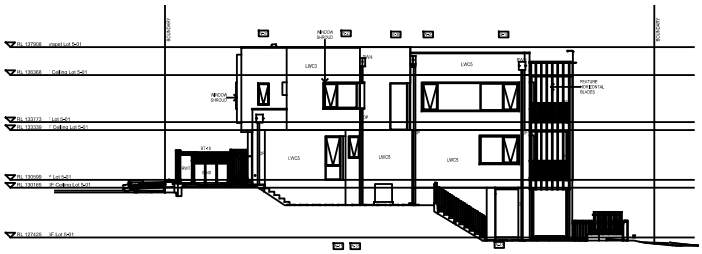
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-2-62-ELEVATION[6]
RECEIVED: 15 JULY 2025

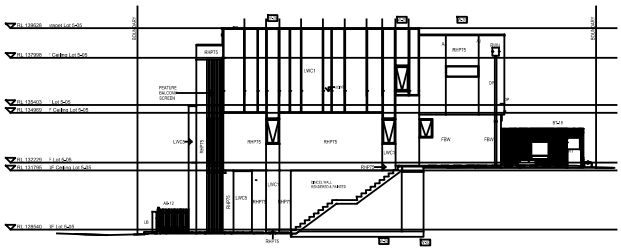
# SUPER LOT 05
## SIDE ELEVATIONS
SCALE 1: 400



## LOT 01

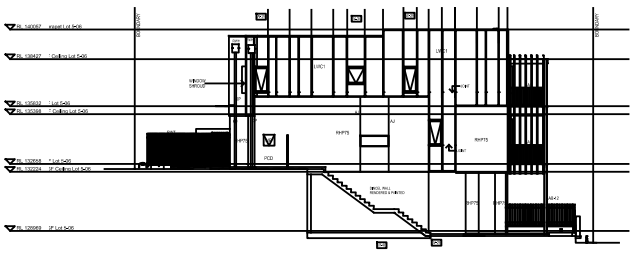


## LOT 05

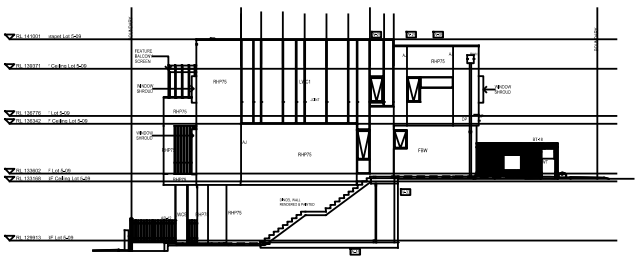


② SIDE ELEVATION SITE 5 LOT 05

## LOT 06



## LOT 09



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

Req:R117016 /Doc:DP 0280098 C /Rev:14-Oct-2025 /NSW LRS /Prt:20-Oct-2025 12:46 /Seq:19 of 65
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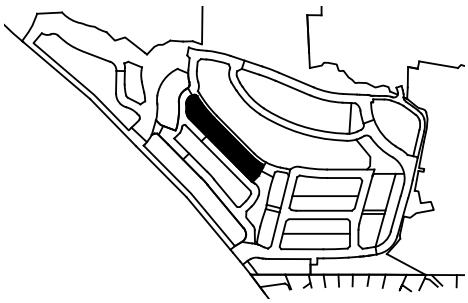
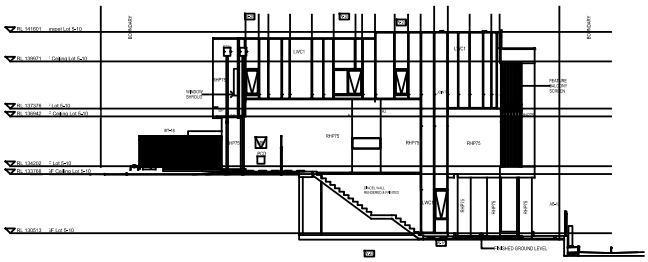
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-2-62-ELEVATION[6]
RECEIVED: 15 JULY 2025

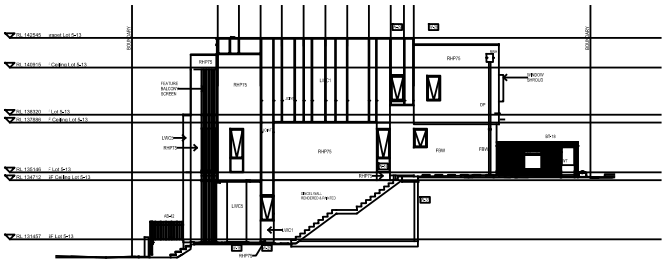
# SUPER LOT 05
## SIDE ELEVATIONS
SCALE 1: 400



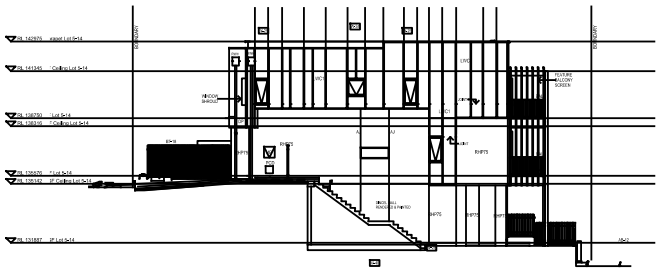
## LOT 10



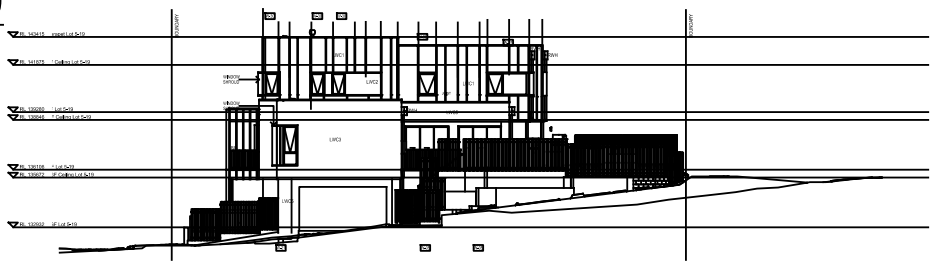
## LOT 13



## LOT 14



## LOT 19



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

Req:R117016 /Doc:DP 0280098 C /Rev:14-Oct-2025 /NSW LRS /Prt:20-Oct-2025 12:46 /Seq:20 of 65
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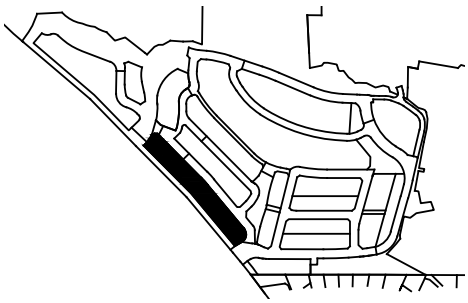
| Registered: 14/10/2025 (REGISTRAR GENERAL NEW SOUTH WALES) Office Use Only | | Office Use Only<br>DP280098 |

THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-210-GROUND FLOOR PLAN LOTS 2-01_2-03[N]-combined-2
RECEIVED: 15 JULY 2025

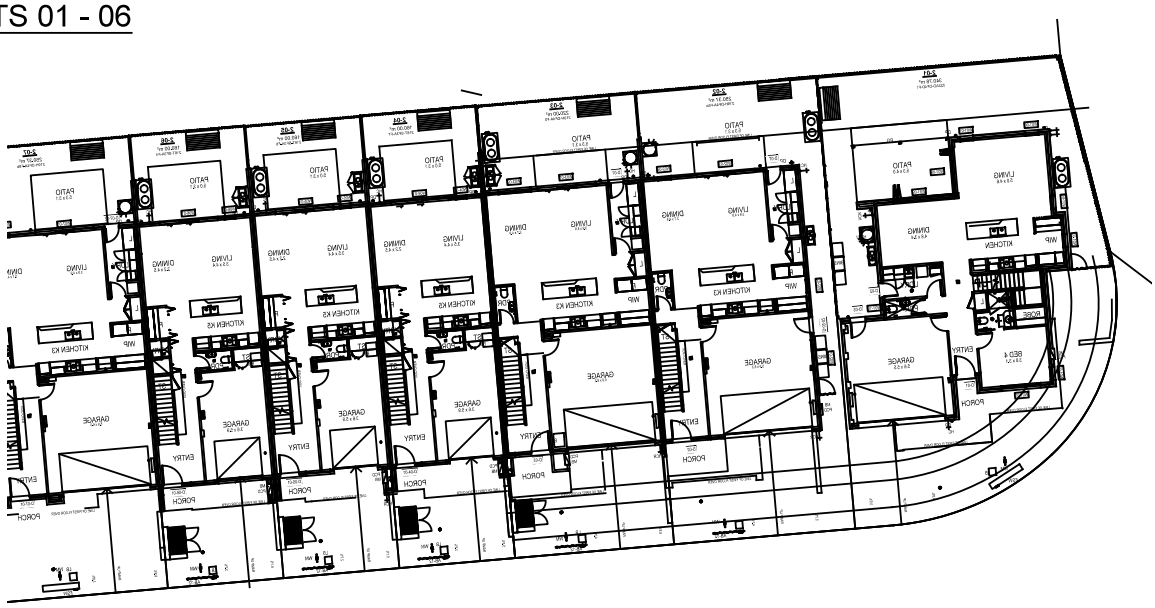
# SUPER LOT 02

SCALE 1: 400

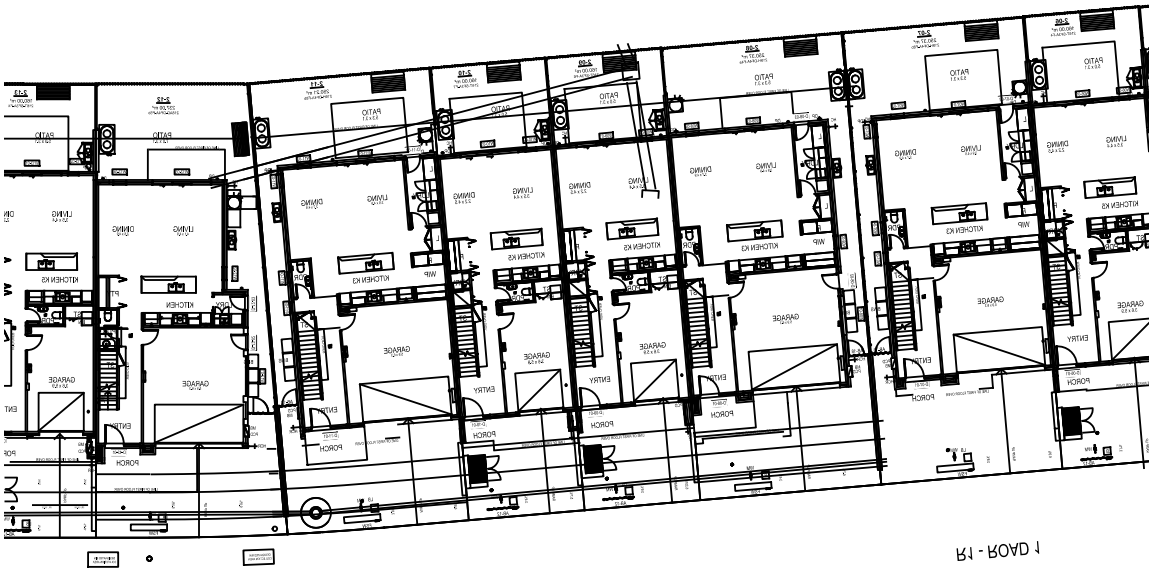





## LOTS 01 - 06



## LOTS 07 - 12



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

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|---|---|---|
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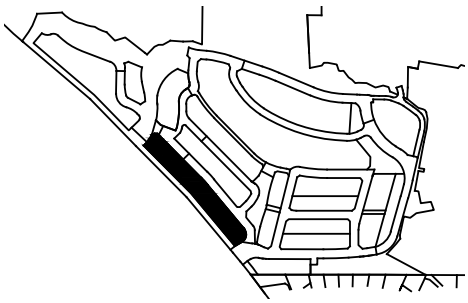
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-210-GROUND FLOOR PLAN LOTS 2-01_2-03[N]-combined-2
RECEIVED: 15 JULY 2025

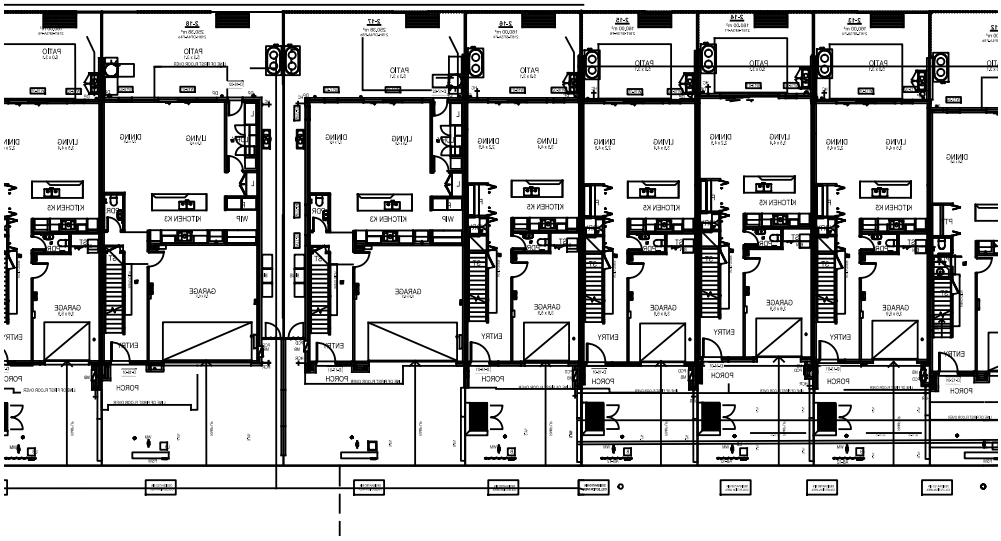
# SUPER LOT 02

SCALE 1: 400

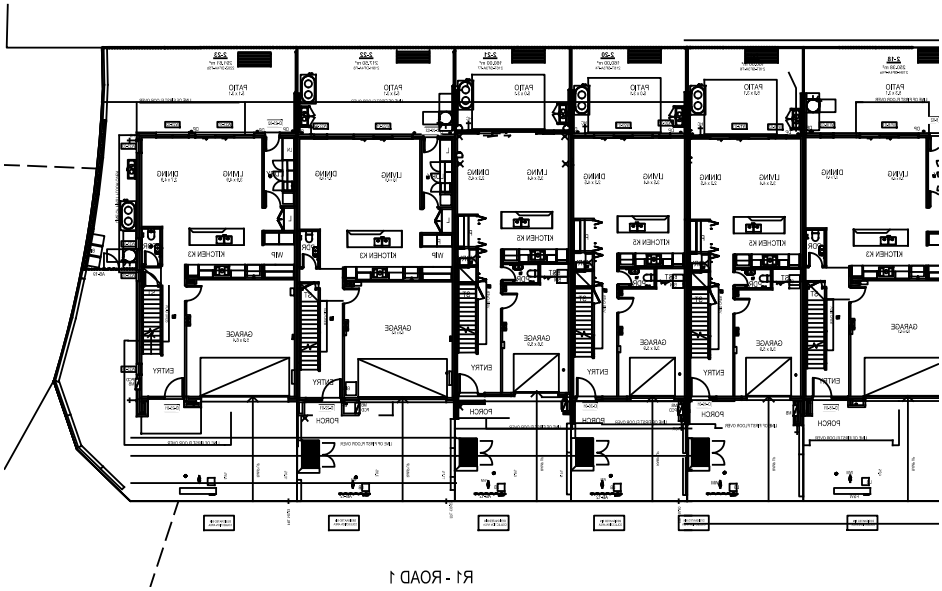





## LOTS 13 - 18



## LOTS 19 - 23




SEE SHEETS FOR ELEVATIONS

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

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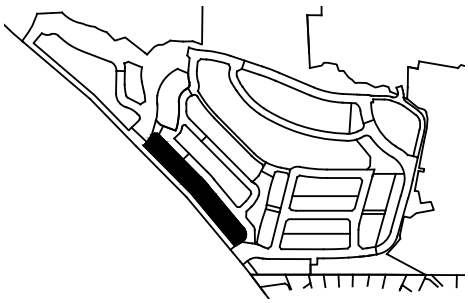
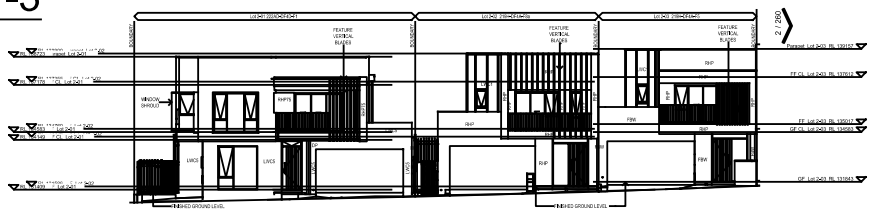
DWG No.: CAD 02A-Sheet - 260 - ELEVATIONS
CAD 02B-Sheet - 260 - ELEVATIONS
RECEIVED: 15 JULY 2025

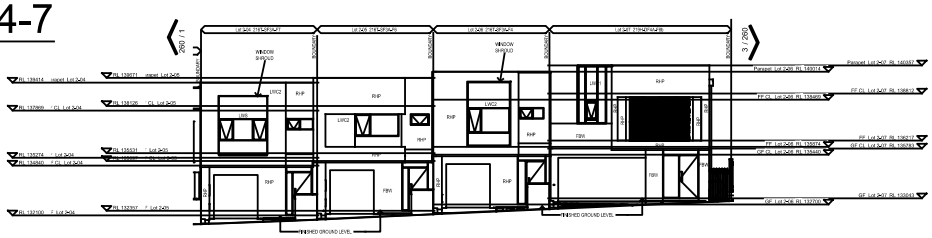
# SUPER LOT 02
## FRONT ELEVATIONS
SCALE 1: 400



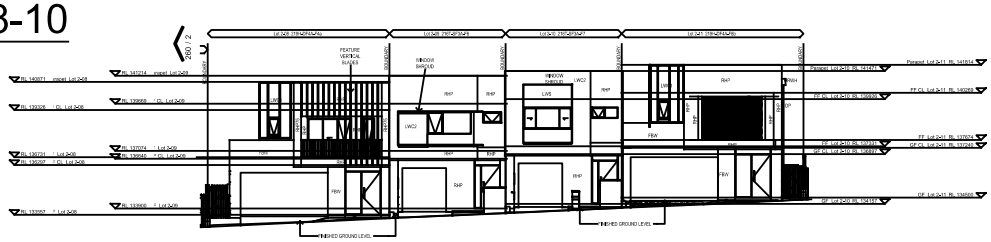
## LOTS 1-3



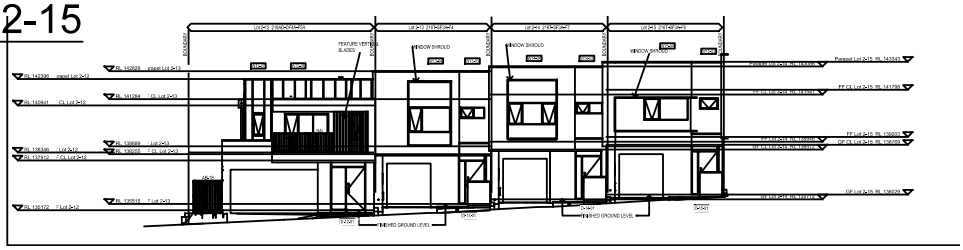
## LOTS 4-7



## LOTS 8-10



## LOTS 12-15



CAD REF: G:\Acquired\CR\Projects\2018__yr\011-18\Survey\GDA2020\Plans\Plan__88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

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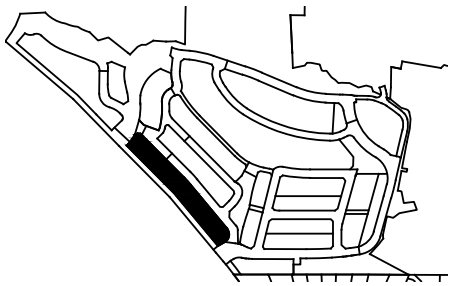
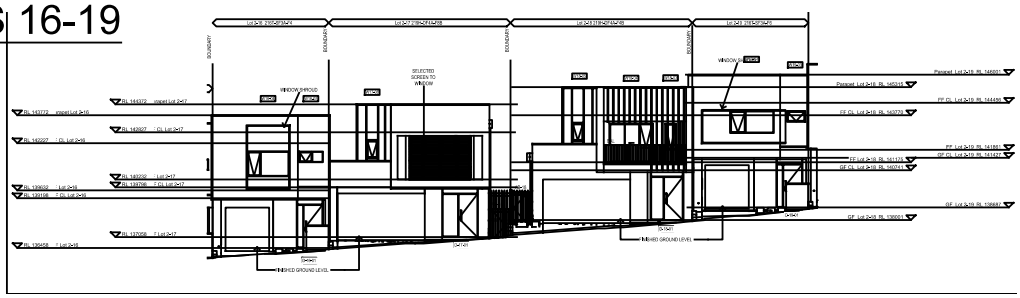
DWG No.: CAD 02B-Sheet - 260 - ELEVATIONS
CAD 02A-Sheet - 261 - ELEVATIONS
CAD 02B-Sheet - 261 - ELEVATIONS
RECEIVED: 15 JULY 2025

# SUPER LOT 02
## ELEVATIONS
SCALE 1: 400

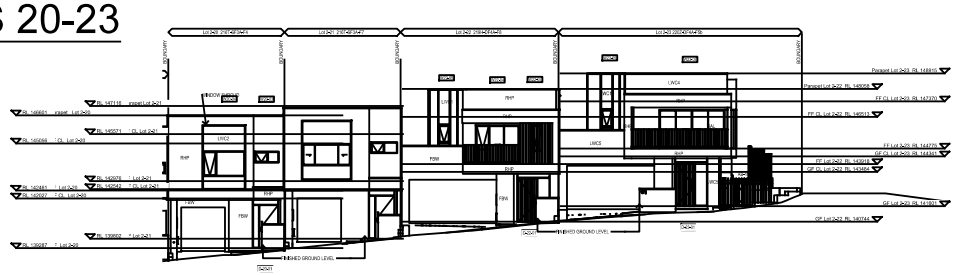


## FRONT ELEVATIONS

### LOTS 16-19

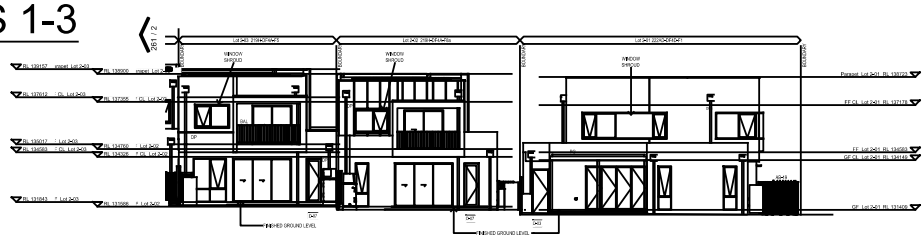


### LOTS 20-23

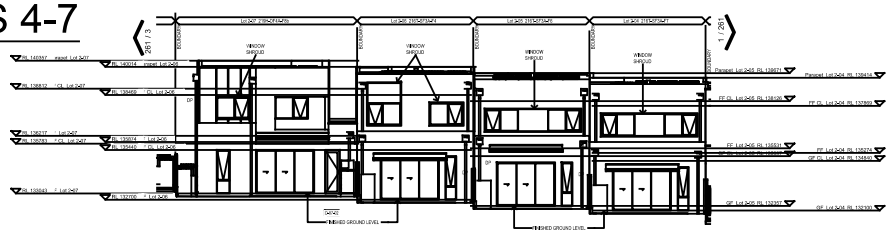


## REAR ELEVATIONS

### LOTS 1-3



### LOTS 4-7



CAD REF: G:\Acquired\CR\Projects\2018__yr\011-18\Survey\GDA2020\Plans\Plan__88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

Document Set ID: 22093396
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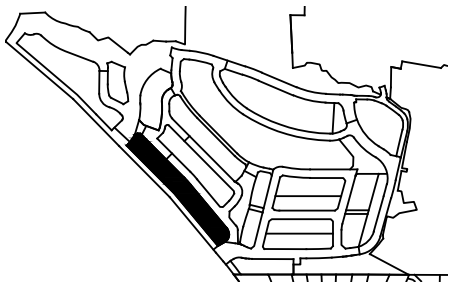
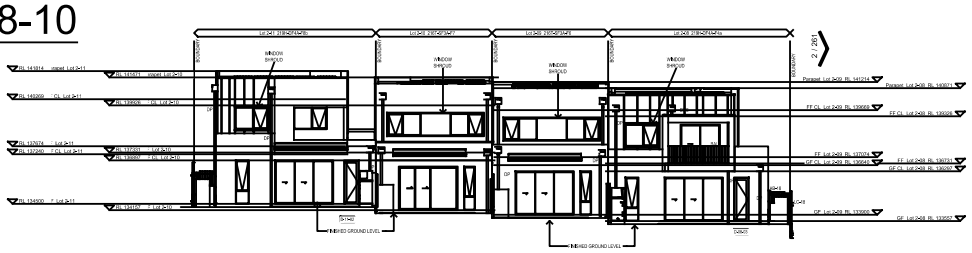
DWG No.: CAD 02A-Sheet - 261 - ELEVATIONS
CAD 02B-Sheet - 261 - ELEVATIONS
CAD 02B-Sheet - 262 - ELEVATIONS
RECEIVED: 15 JULY 2025

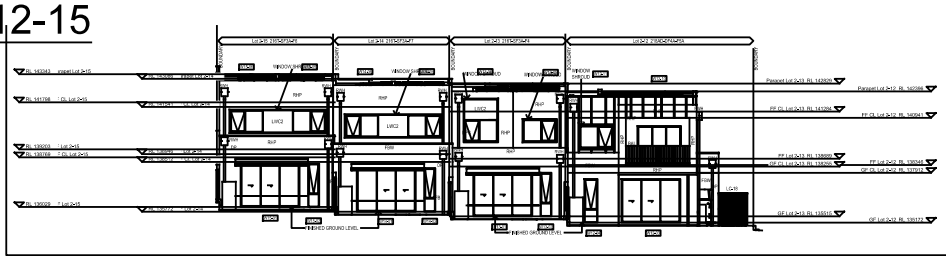
# SUPER LOT 02
## REAR ELEVATIONS
SCALE 1: 400



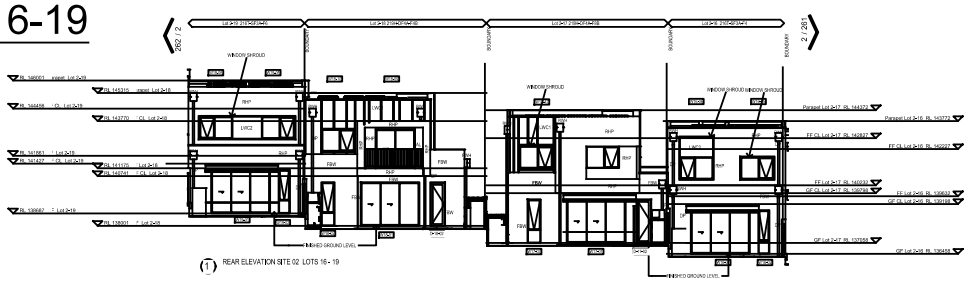
## LOTS 8-10



## LOTS 12-15

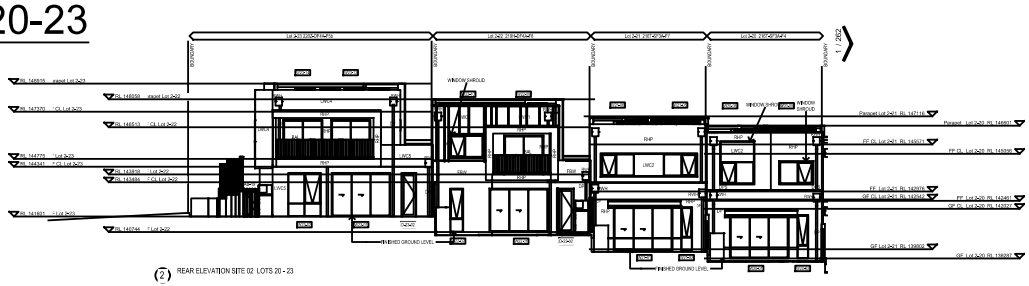


## LOTS 16-19



(1) REAR ELEVATION SITE 02 LOTS 16 - 19

## LOTS 20-23



(2) REAR ELEVATION SITE 02 LOTS 20 - 23

CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

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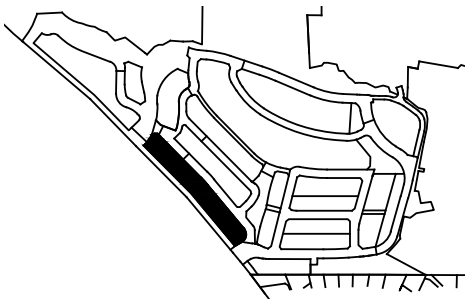
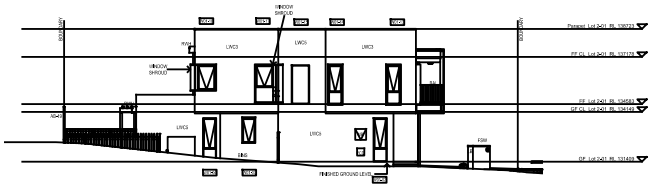
DWG No.: CAD 02A-Sheet - 262 - ELEVATIONS
CAD 02A-Sheet - 263 - ELEVATIONS
RECEIVED: 15 JULY 2025

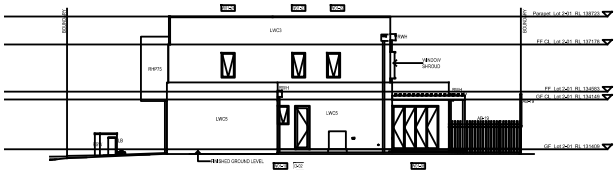
# SUPER LOT 02
## SIDE ELEVATIONS
SCALE 1: 400



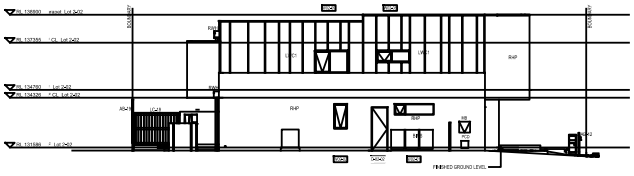
## LOT 1



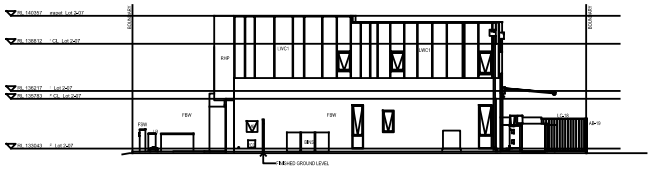
## LOT 1



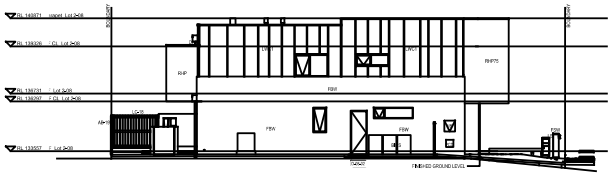
## LOT 2



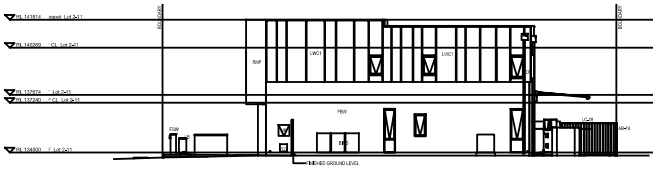
## LOT 7



## LOT 8



## LOT 11



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Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

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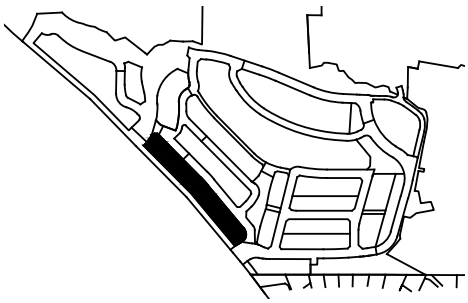
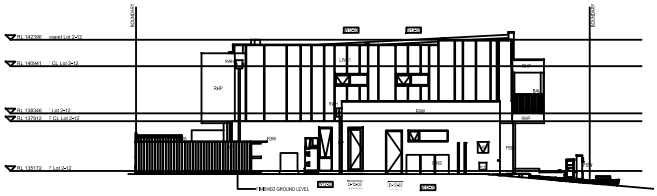
DWG No.: CAD 02B-Sheet - 263 - ELEVATIONS
CAD 02B-Sheet - 264 - ELEVATIONS
RECEIVED: 15 JULY 2025

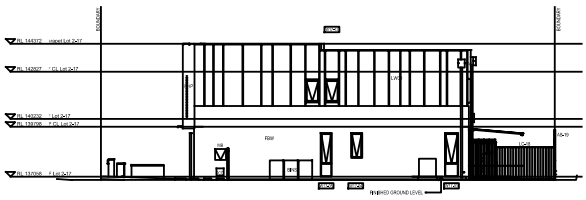
# SUPER LOT 02
## SIDE ELEVATIONS
SCALE 1: 400



## LOT 12



## LOT 17



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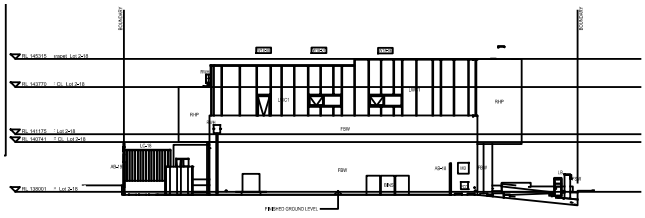
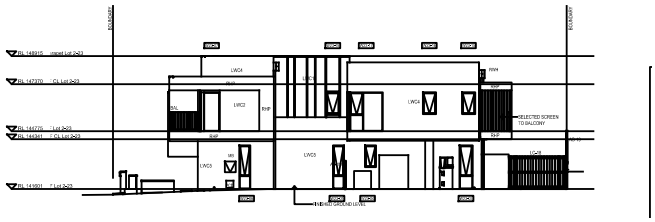


## LOT 23



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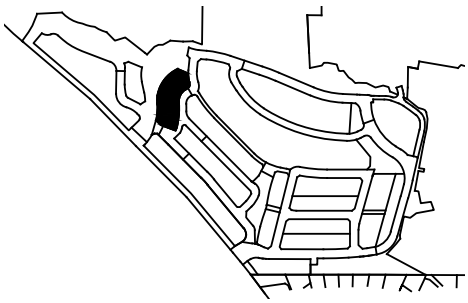
DWG No.: HN_S04A - Site-Sheet - 2-10 - GROUND FLOOR PLAN
HN_S04A - Site-Sheet - 2-60 - ELEVATIONS
RECEIVED: 17 DECEMBER 2024

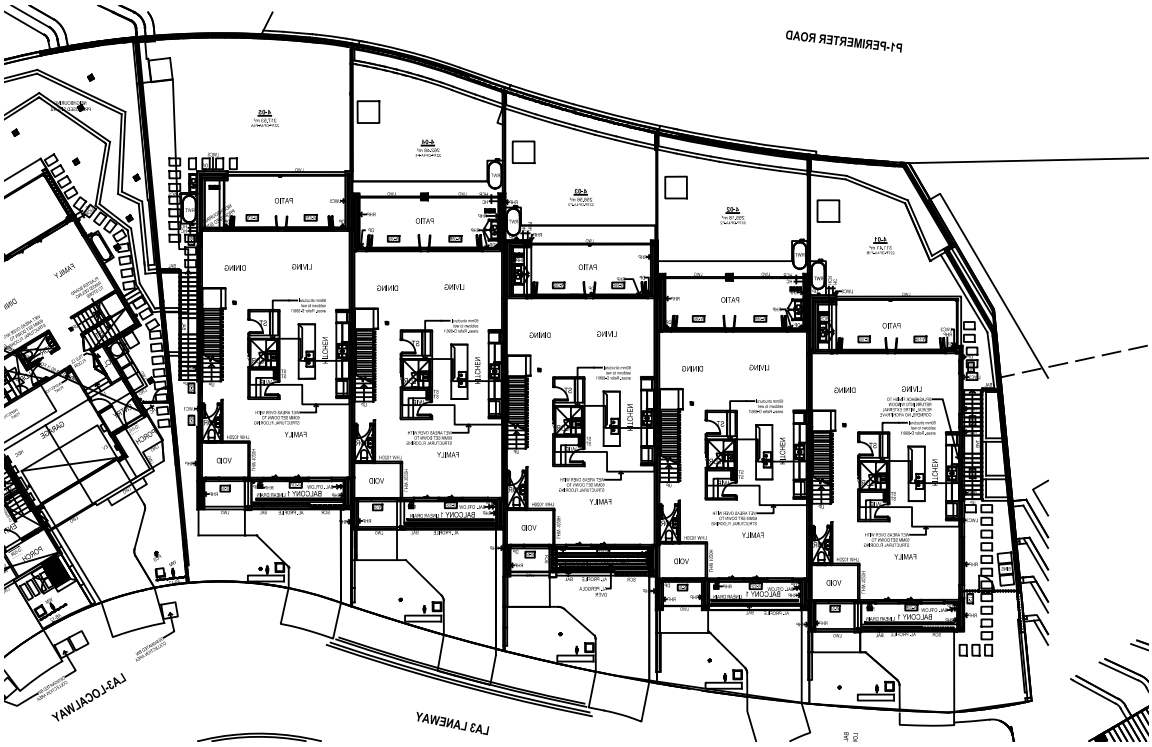
# SUPER LOT 04

SCALE 1: 400

MGA GDA 2020



## LOTS 01 - 05




## FRONT ELEVATION
## LOTS 01 - 05



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Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

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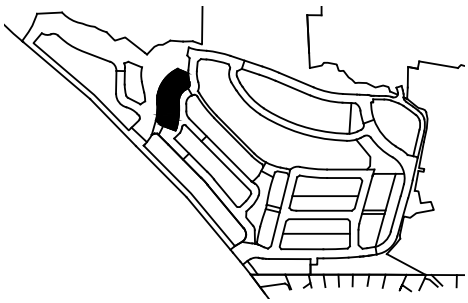
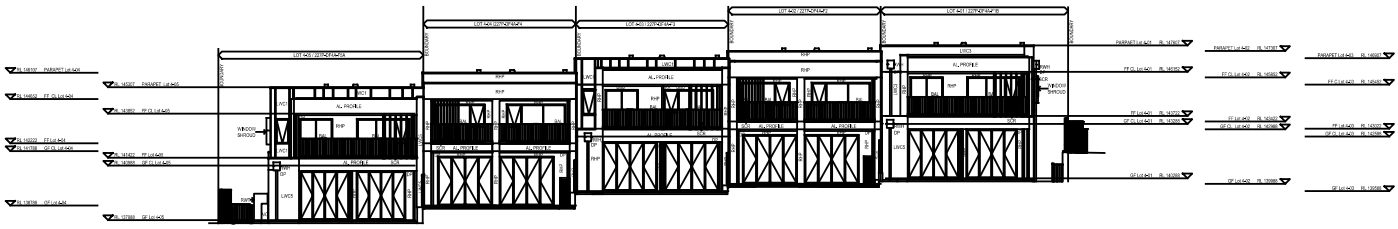
DWG No.: HN_S04A - Site-Sheet - 2-60 - ELEVATIONS
RECEIVED: 17 DECEMBER 2024

# SUPER LOT 04

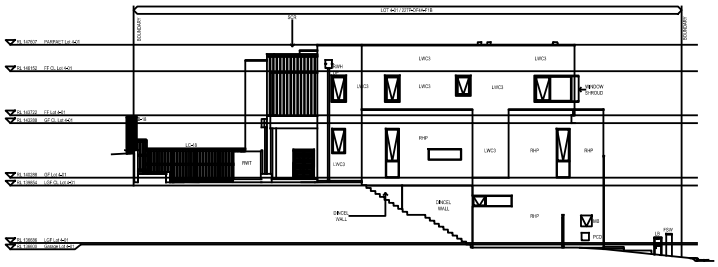
SCALE 1: 400



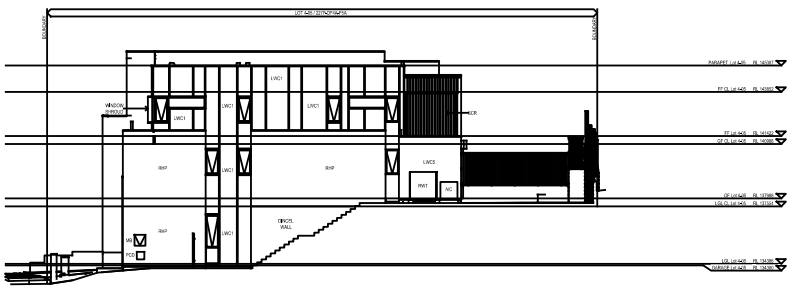
## REAR ELEVATION
## LOTS 01 - 05



## SIDE ELEVATION
## LOT 01



## LOT 05



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Document Set ID: 22093396
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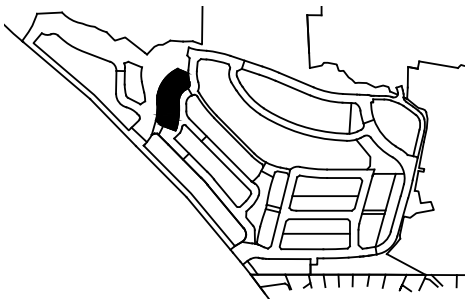
DWG No.: HN_S04B - Site-Sheet - 2-10 - GROUND FLOOR PLAN
HN_S04B - Site-Sheet - 2-60 - ELEVATION - FRONT - SIDE
RECEIVED: 17 DECEMBER 2024

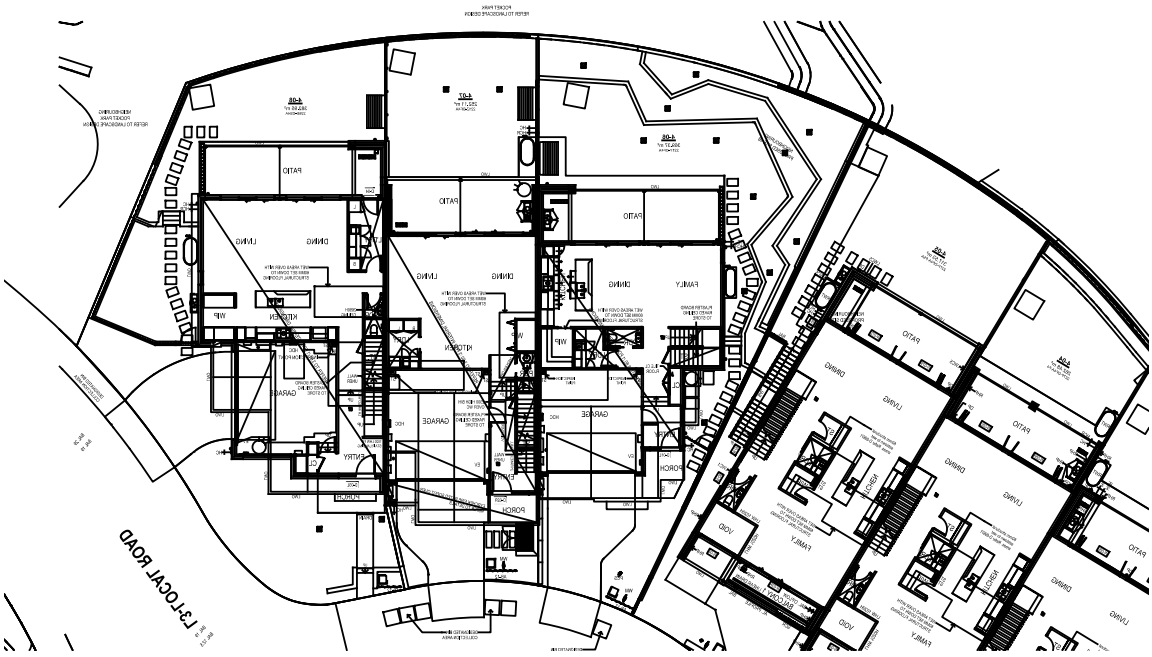
# SUPER LOT 04

SCALE 1: 400

MGA GDA 2020



## LOTS 06 - 08



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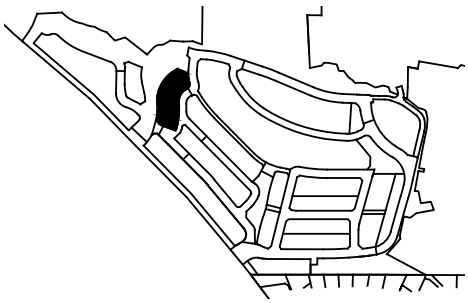
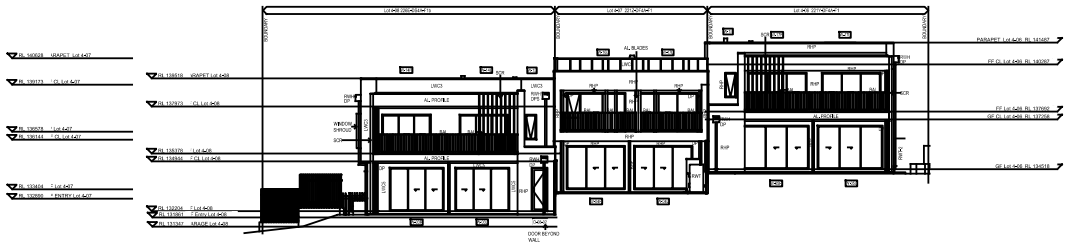
DWG No.: HN_S04B - Site-Sheet - 2-60 - ELEVATION - FRONT - SIDE
HN_S04B - Site-Sheet - 2-61 - ELEVATION - REAR - SIDE
RECEIVED: 17 DECEMBER 2024

# SUPER LOT 04

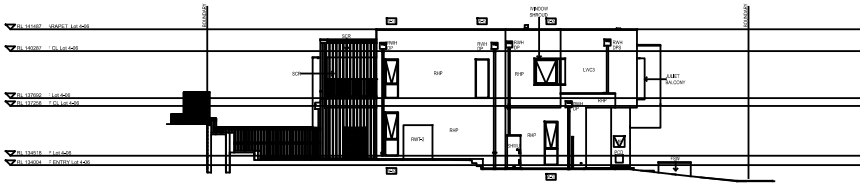
SCALE 1: 400



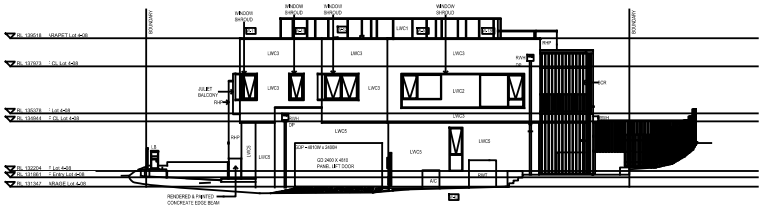
## REAR ELEVATION
### LOTS 06 - 08



## SIDE ELEVATION
### LOT 06



### LOT 08



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DWG No.: CAD-AR-213-GROUND FLOOR PLAN - LOTS 13-1_13-17[N] - combined
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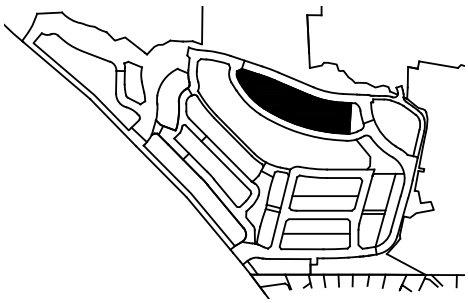
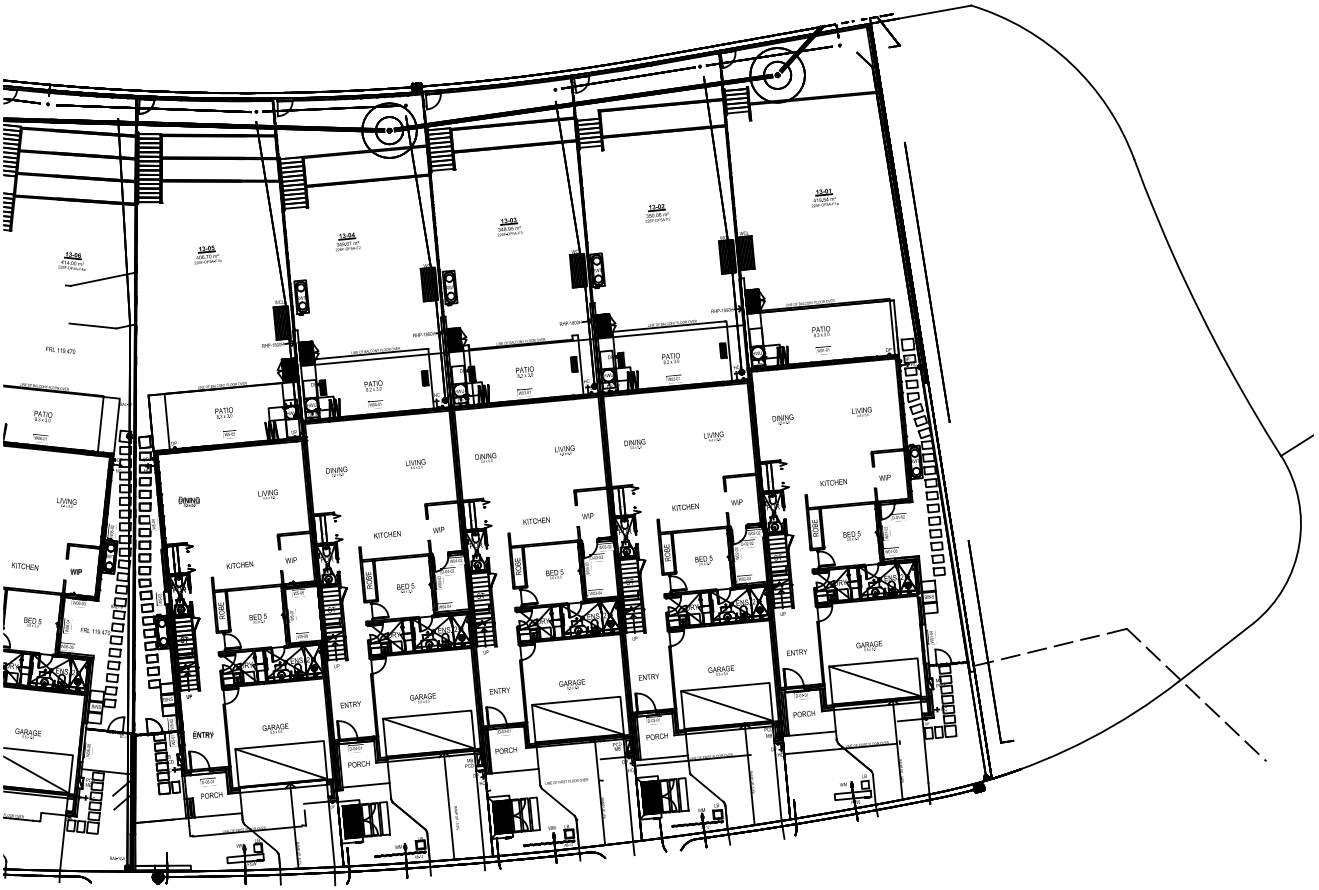
## SUPER LOT 13

SCALE 1: 400



## LOTS 01 - 05

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DWG No.: CAD-AR-213-GROUND FLOOR PLAN - LOTS 13-1_13-17[N] - combined
RECEIVED: 15 JULY 2025

## SUPER LOT 13

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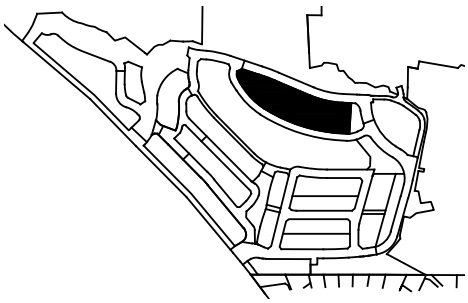
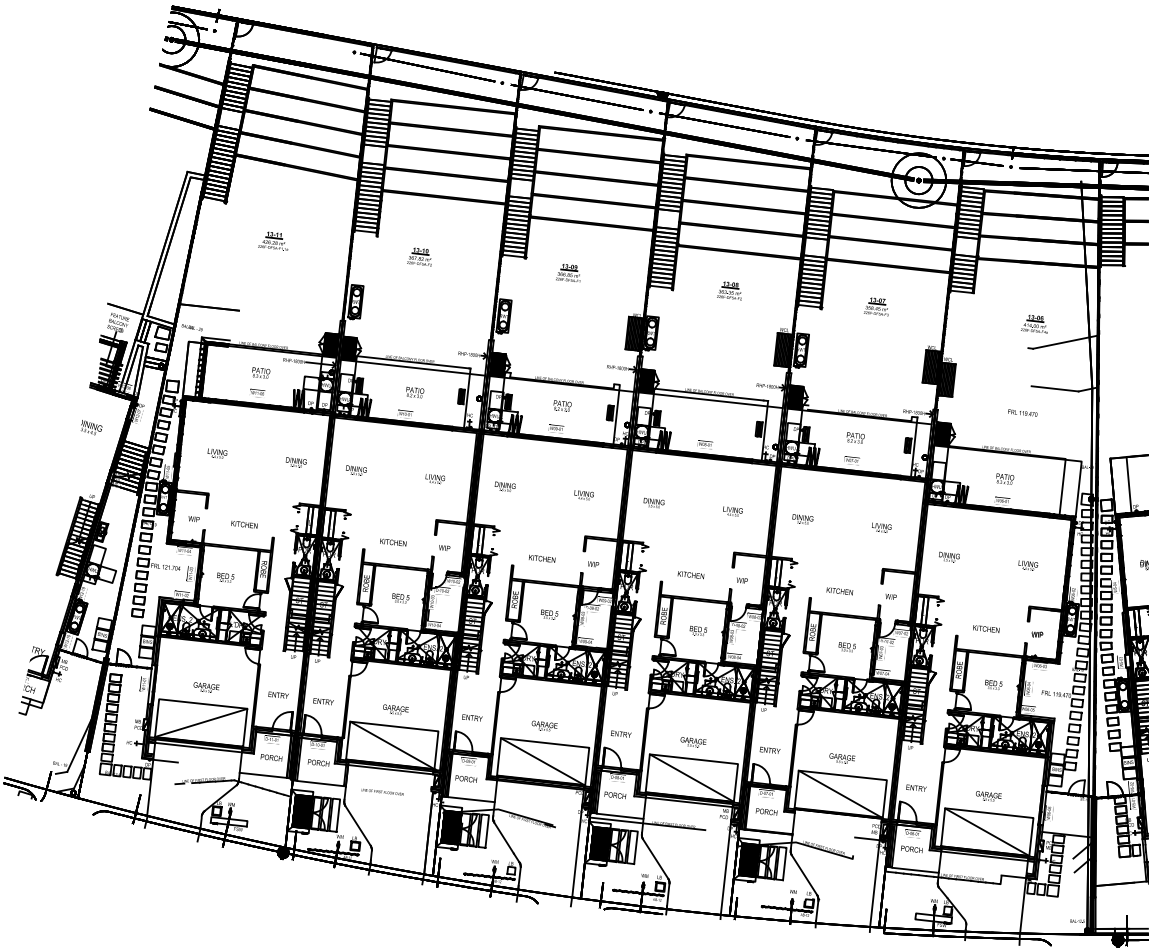


## LOTS 06 - 11




SEE SHEETS FOR ELEVATIONS

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DWG No.: CAD-AR-213-GROUND FLOOR PLAN - LOTS 13-1_13-17[N] - combined
RECEIVED: 15 JULY 2025

## SUPER LOT 13

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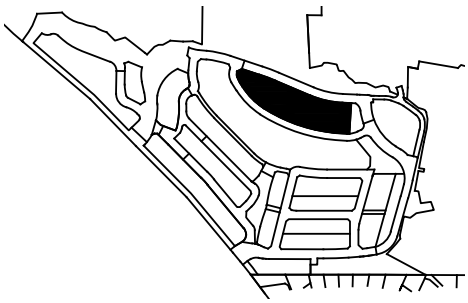
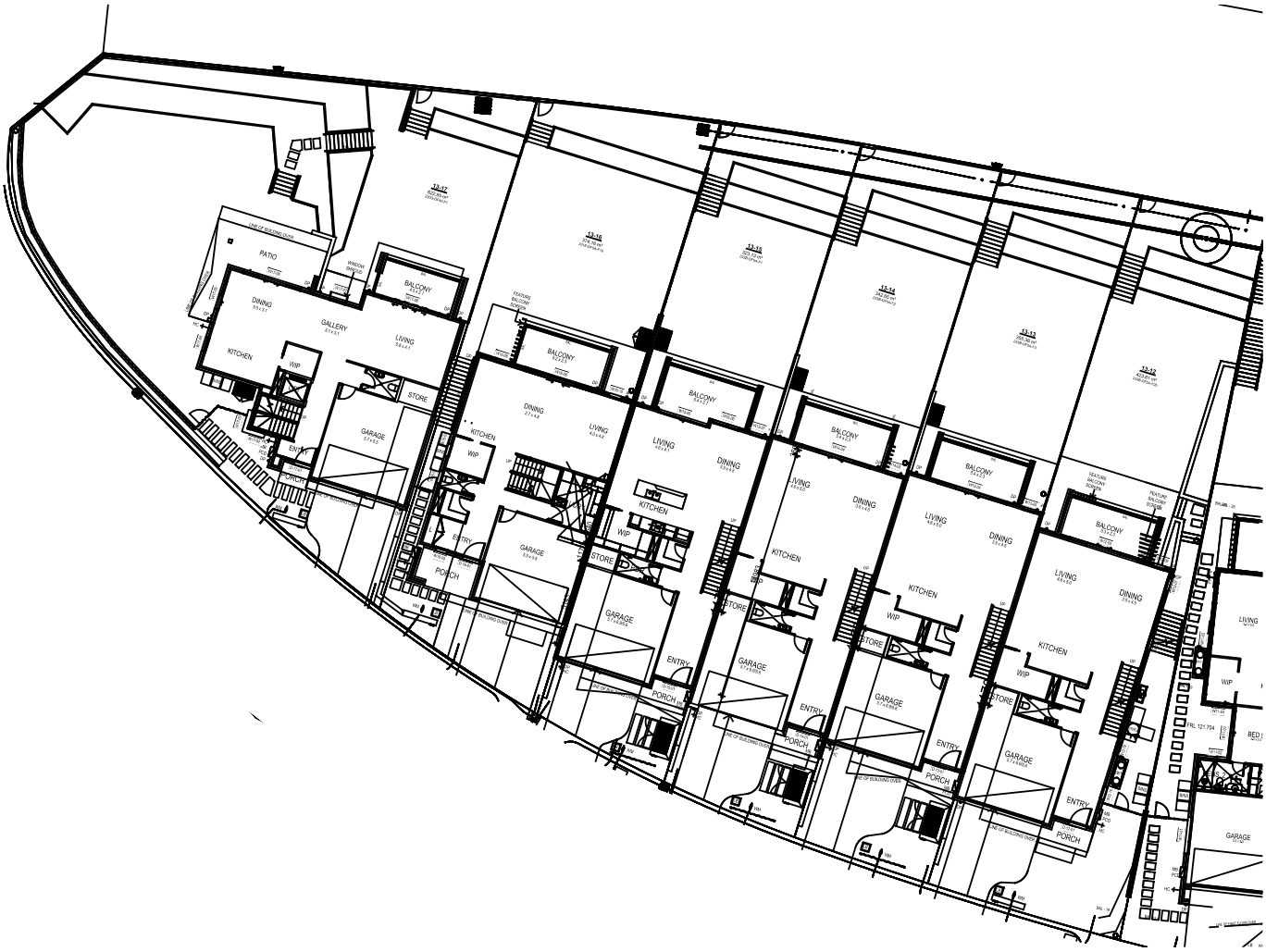


LOTS 12 - 17

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Version: 3, Version Date: 22/09/2025

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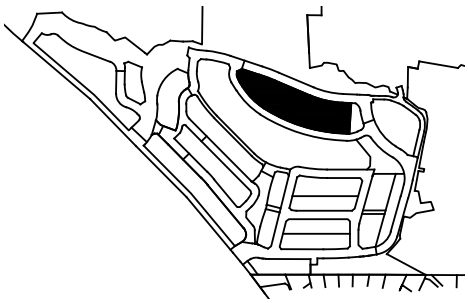
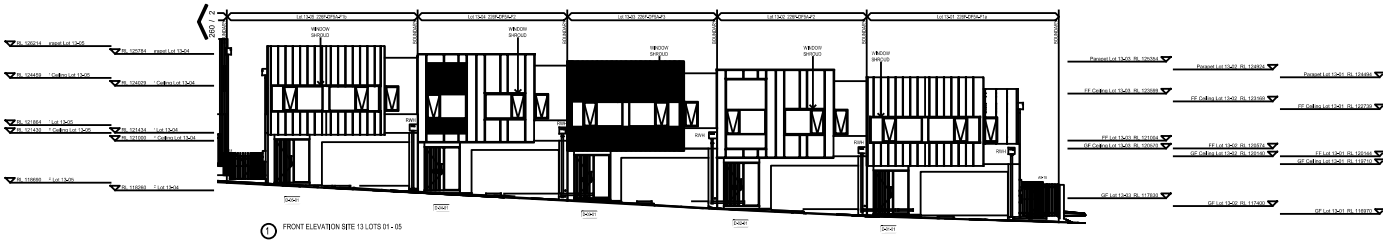
DWG No.: CAD-AR-260-ELEVATIONS[N]
RECEIVED: 15 JULY 2025

# SUPER LOT 13
## FRONT ELEVATIONS
SCALE 1: 400

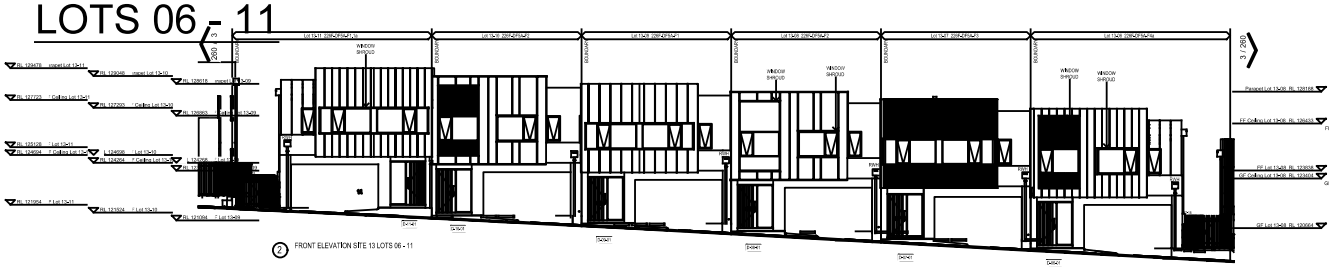


## LOTS 01 - 05



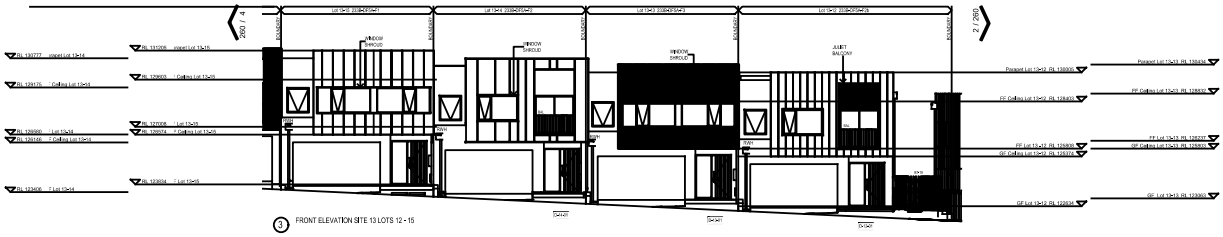
① FRONT ELEVATION SITE 13 LOTS 01 - 05

## LOTS 06 - 11



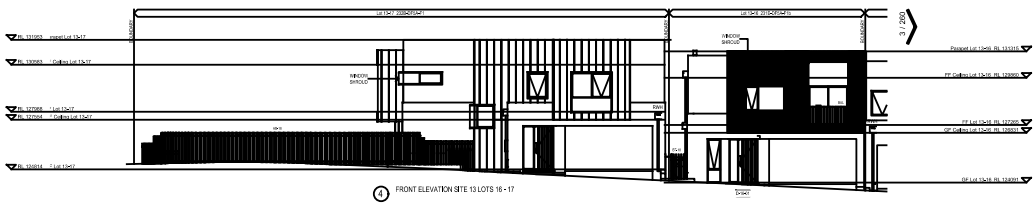
② FRONT ELEVATION SITE 13 LOTS 06 - 11

## LOTS 12 - 15



③ FRONT ELEVATION SITE 13 LOTS 12 - 15

## LOTS 16 - 17



④ FRONT ELEVATION SITE 13 LOTS 16 - 17

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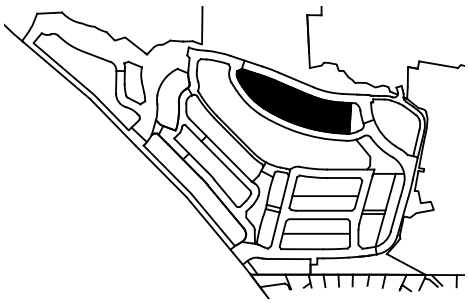
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-261-ELEVATIONS[N]
CAD-AR-262-ELEVATIONS[N]
RECEIVED: 15 JULY 2025

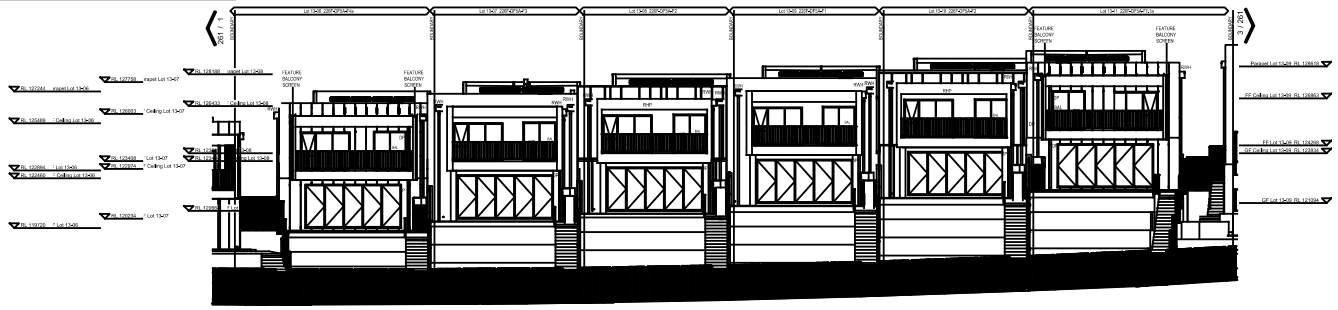
# SUPER LOT 13
## REAR ELEVATIONS
SCALE 1: 400



## LOTS 01 - 05



## LOTS 06 - 11



## LOTS 12 - 15



## LOTS 16 - 17



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Req:R117016 /Doc:DP 0280098 C /Rev:14-Oct-2025 /NSW LRS /Prt:20-Oct-2025 12:46 /Seq:36 of 65
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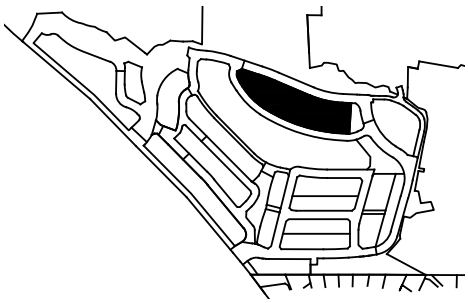
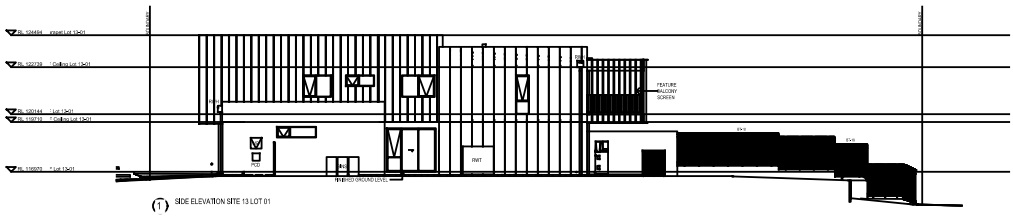
DWG No.: CAD-AR-262-ELEVATIONS[N]
CAD-AR-263-ELEVATIONS[N]
RECEIVED: 15 JULY 2025

# SUPER LOT 13
## SIDE ELEVATIONS
SCALE 1: 400

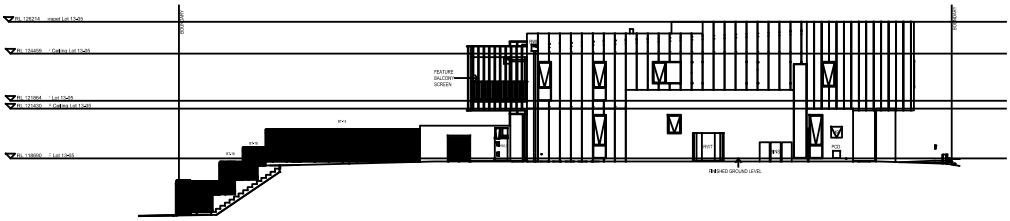


## LOT 01

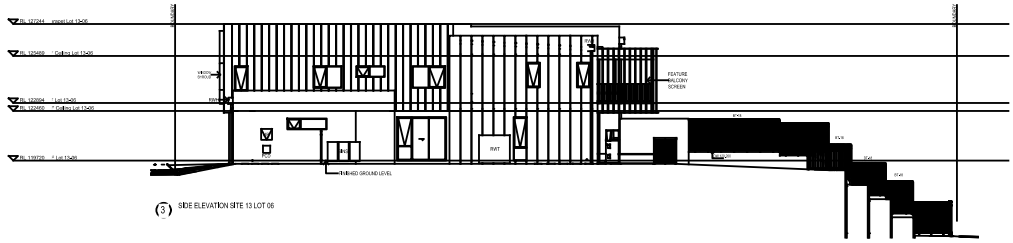



(1) SIDE ELEVATION SITE 13 LOT 01

## LOT 05

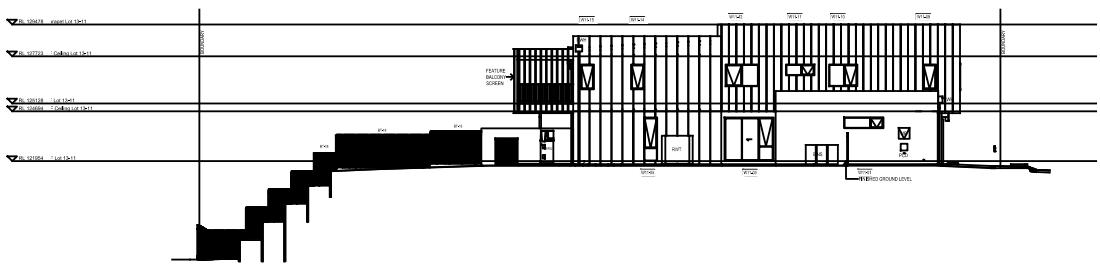



## LOT 06




(3) SIDE ELEVATION SITE 13 LOT 06

## LOT 11

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Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

Req:R117016 /Doc:DP 0280098 C /Rev:14-Oct-2025 /NSW LRS /Prt:20-Oct-2025 12:46 /Seq:37 of 65
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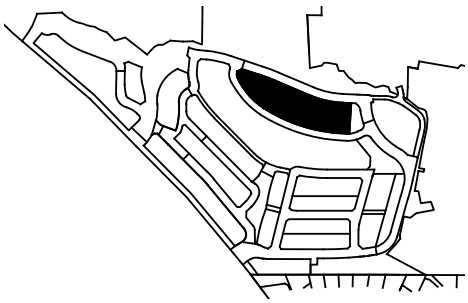
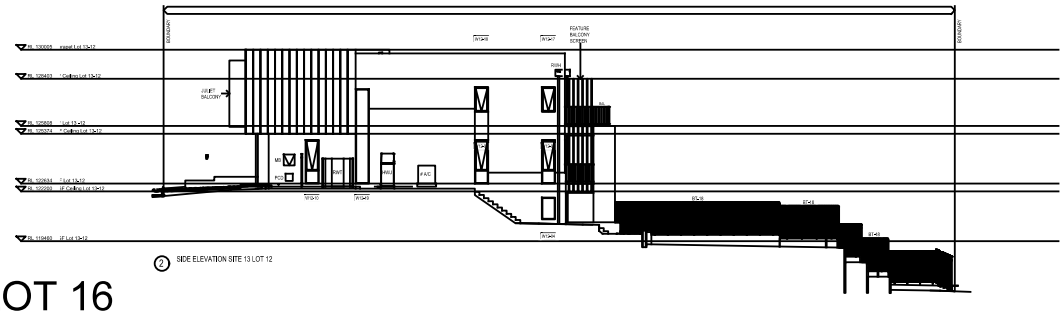
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: CAD-AR-263-ELEVATIONS[N]
CAD-AR-264-ELEVATIONS[N]
RECEIVED: 15 JULY 2025

# SUPER LOT 13
## SIDE ELEVATIONS
SCALE 1: 400



## LOT 12

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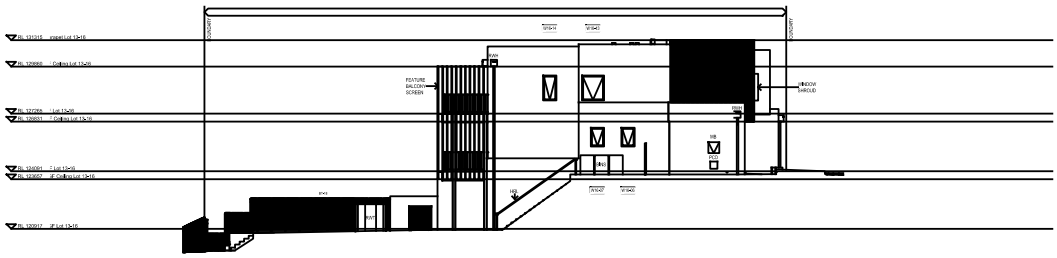
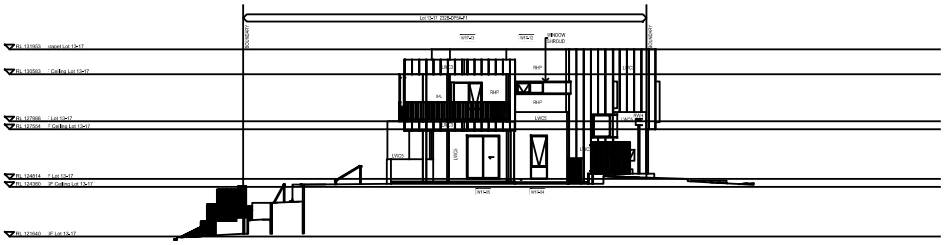
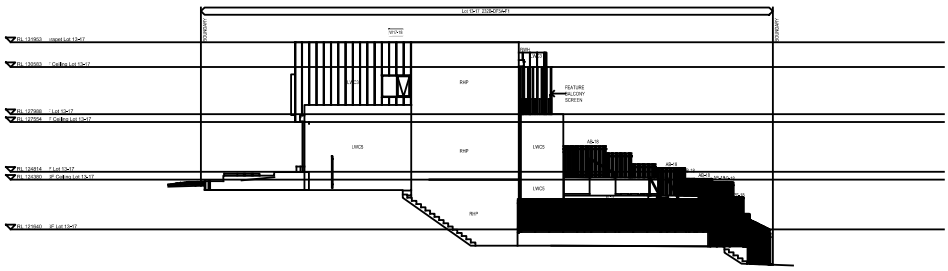


## LOT 17



## LOT 17



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Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

Req:R117016 /Doc:DP 0280098 C /Rev:14-Oct-2025 /NSW LRS /Prt:20-Oct-2025 12:46 /Seq:38 of 65
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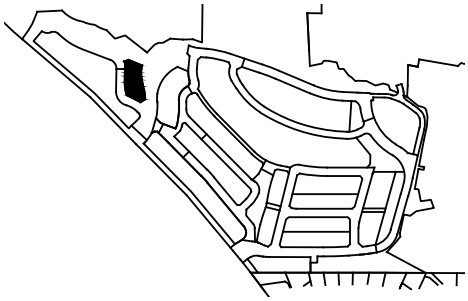
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 210 - North Homes SL1 Combined 262
RECEIVED: 15 JULY 2025
18 JULY 2025

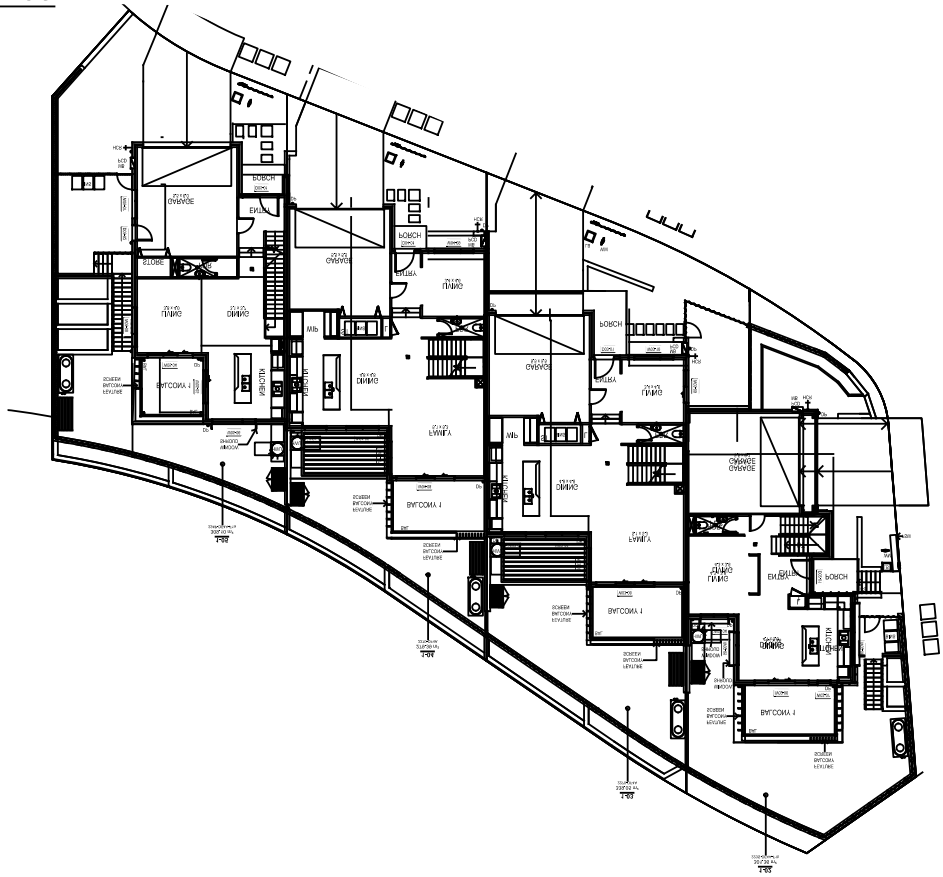
## SUPER LOT 01

SCALE 1: 400

MGA GDA 2020

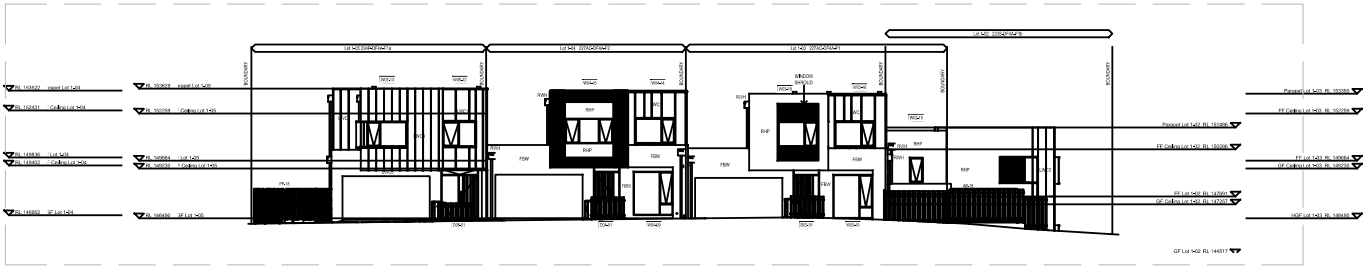


## LOTS 02 - 05



FRONT ELEVATIONS

## LOTS 02-05



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

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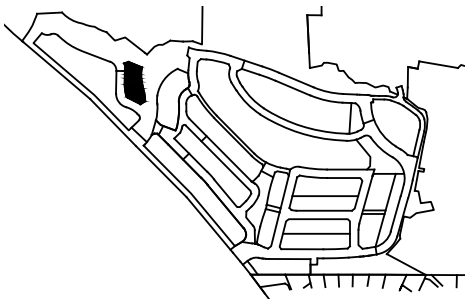
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 262
RECEIVED: 18 JULY 2025

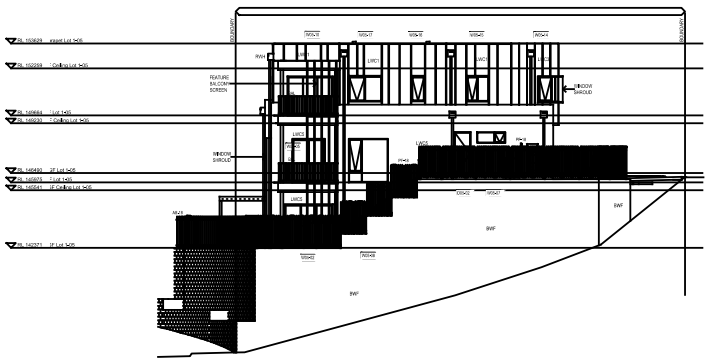
# SUPER LOT 01
## ELEVATIONS
SCALE 1: 400



REAR ELEVATIONS
## LOTS 02-05



SIDE ELEVATION
## LOT 05



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

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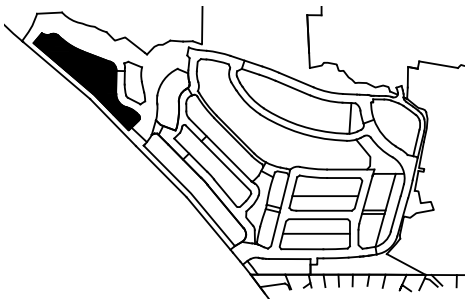
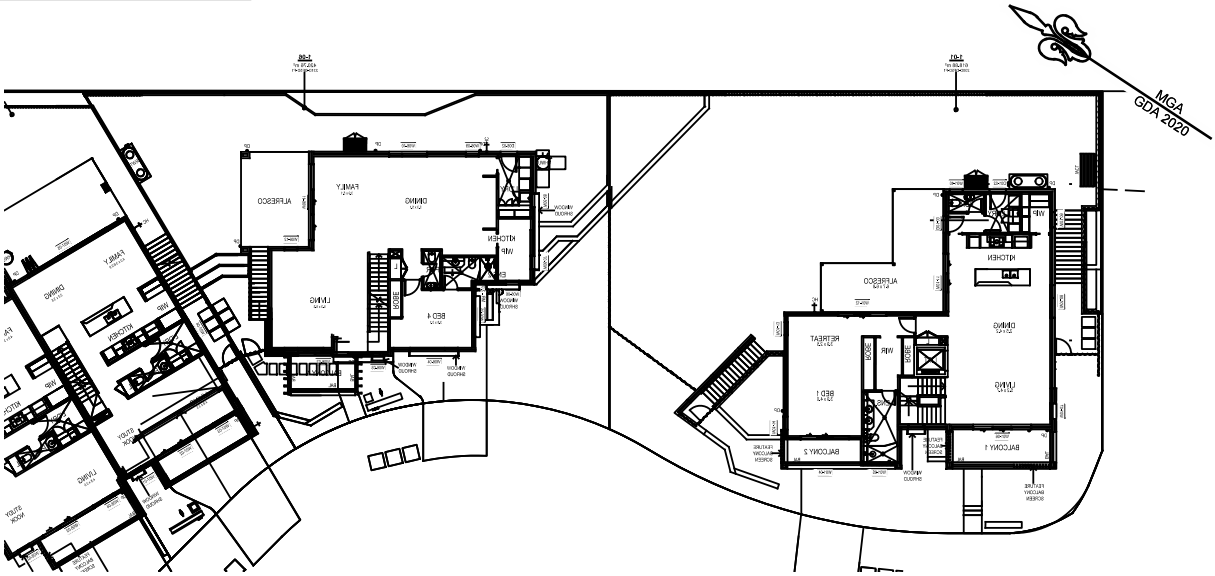
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 210 - North Homes SL1 Combined
RECEIVED: 15 JULY 2025

## SUPER LOT 01

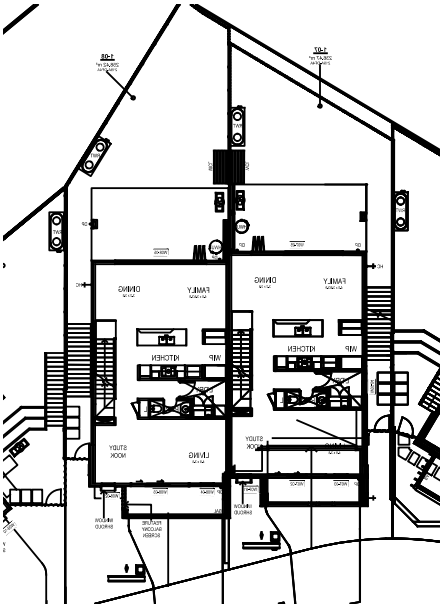
SCALE 1: 400



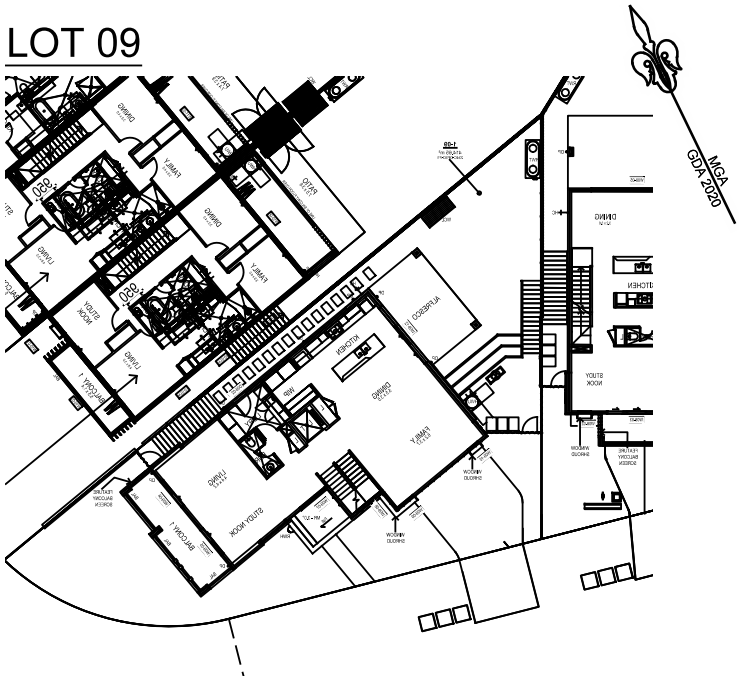
## LOTS 01 & 06




## LOTS 07 & 08



## LOT 09




CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC -

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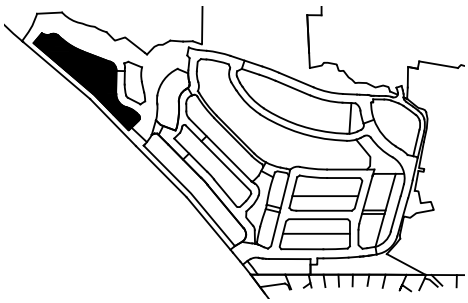
DWG No.: 210 - North Homes SL1 Combined
RECEIVED: 18 JULY 2025

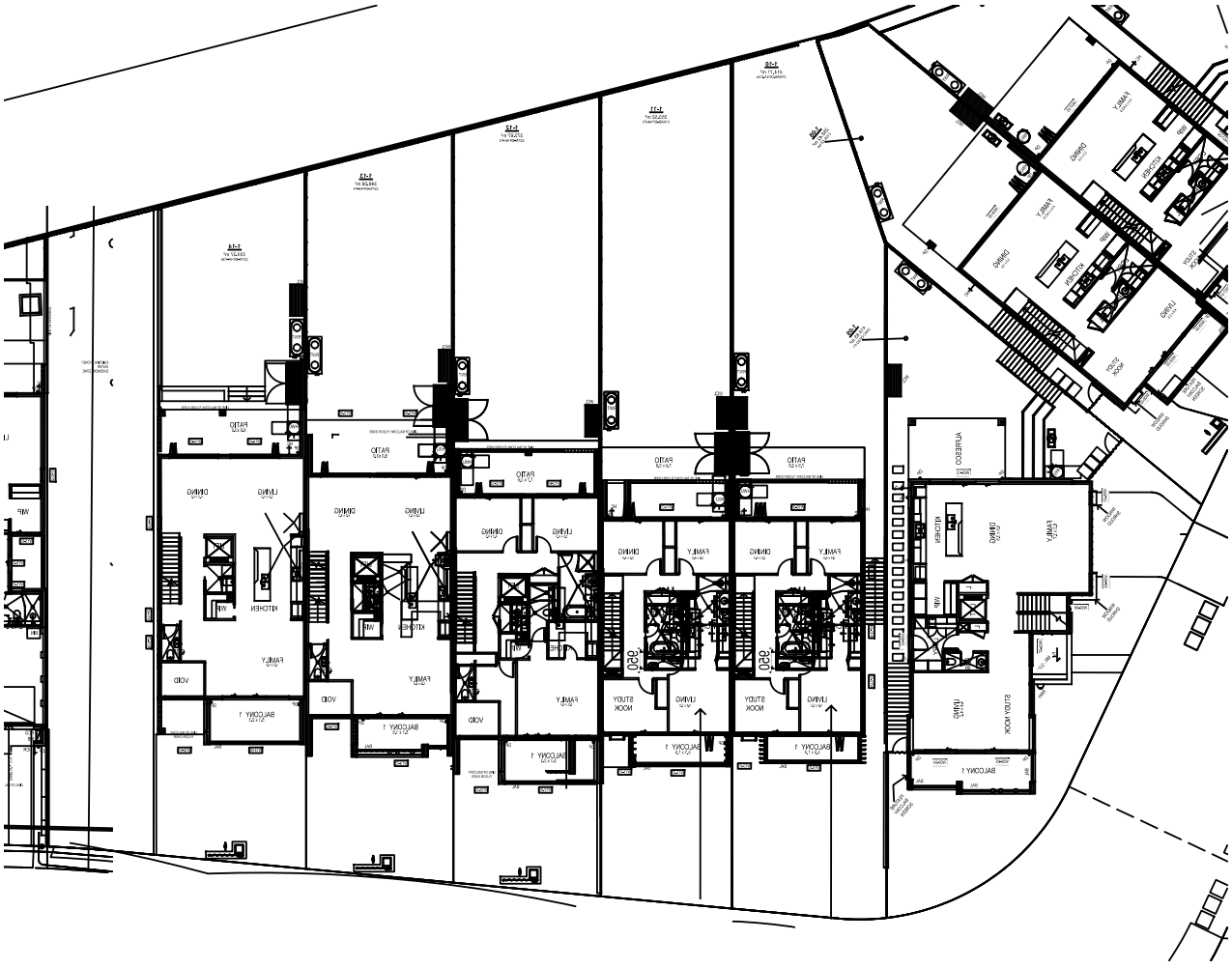
## SUPER LOT 01

SCALE 1: 400



MGA
GDA 2020

## LOTS 09-14



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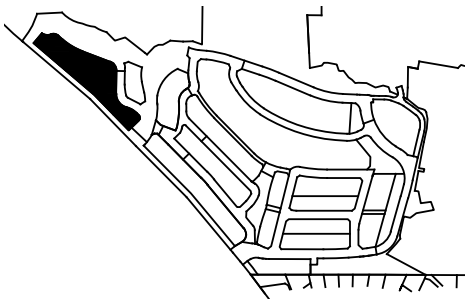
DWG No.: 210 - North Homes SL1 Combined
RECEIVED: 15 JULY 2025

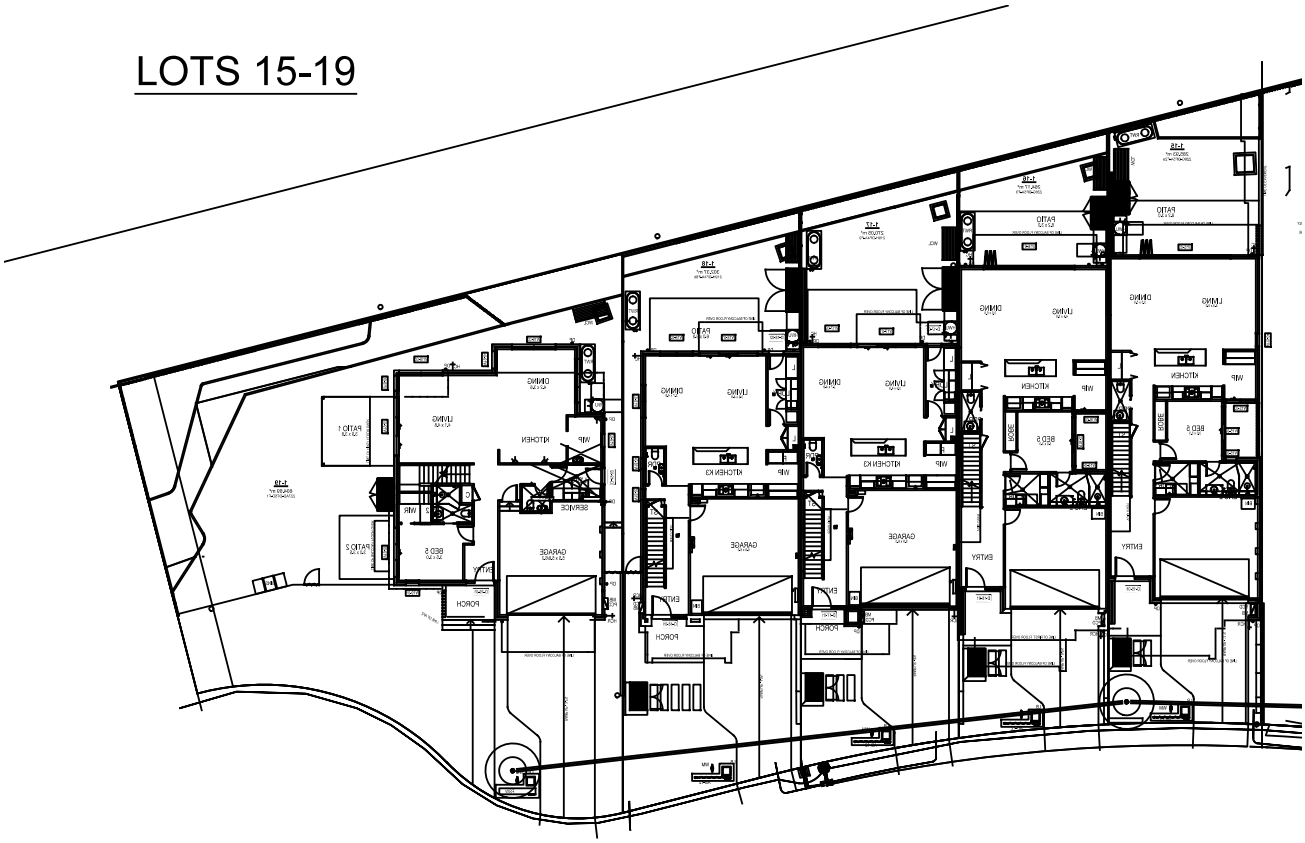
## SUPER LOT 01

SCALE 1: 400



MGA
GDA 2020

## LOTS 15-19



CAD REF: G:\Acquired\CR\Projects\2018__yr\011-18\Survey\GDA2020\Plans\Plan__88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

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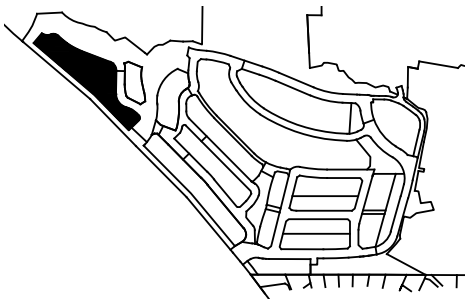
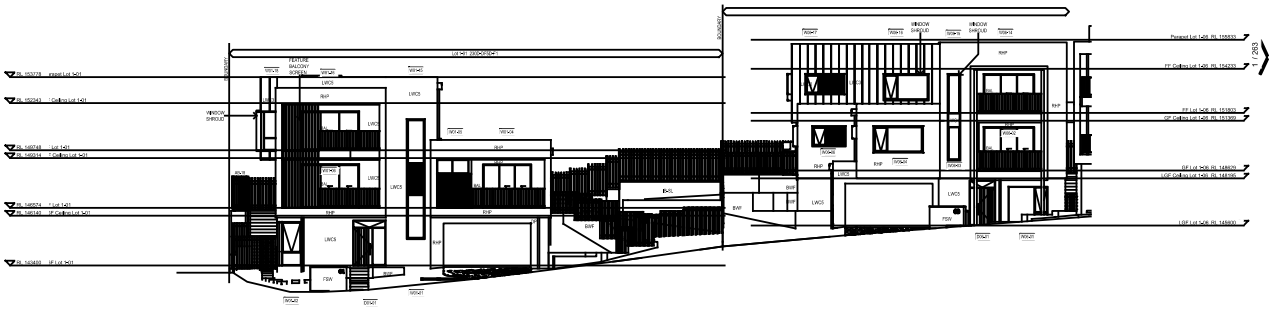
DWG No.: 262
RECEIVED: 18 JULY 2025

# SUPER LOT 01
ELEVATIONS
SCALE 1: 400

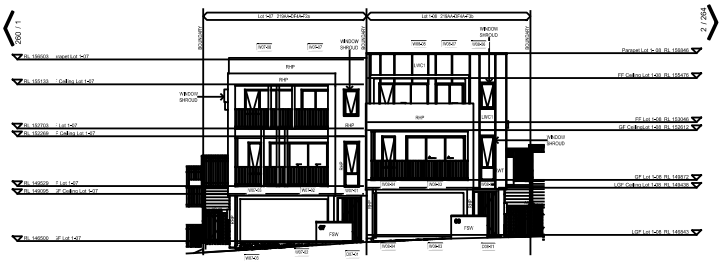


FRONT ELEVATIONS

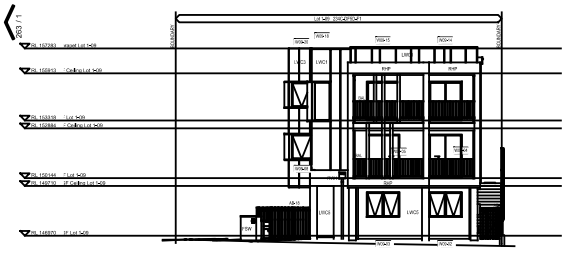
## LOTS 01 & 06



## LOTS 07 & 08



## LOTS 01 & 06



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

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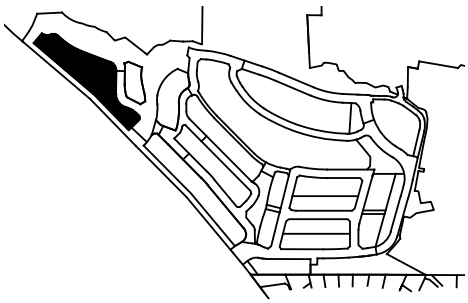
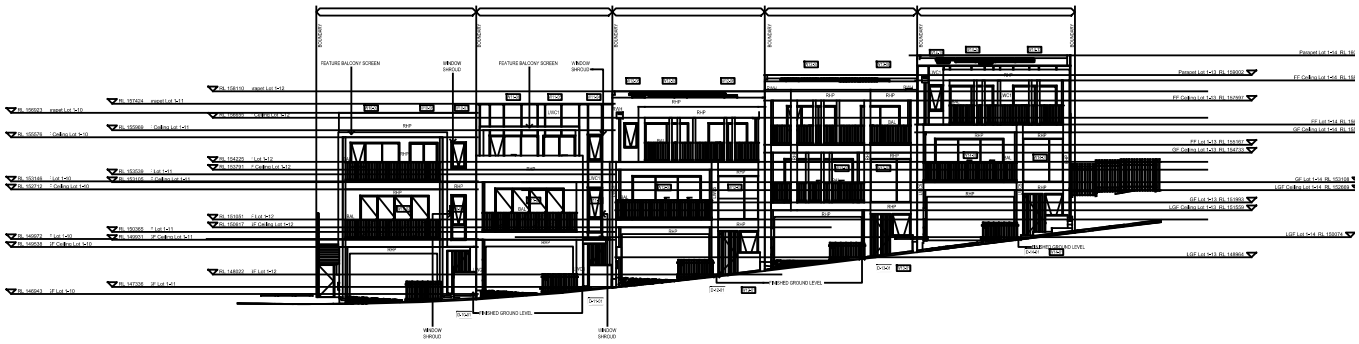
DWG No.: CAD-AR-260-ELEVATIONS[N]
260
RECEIVED: 18 JULY 2025

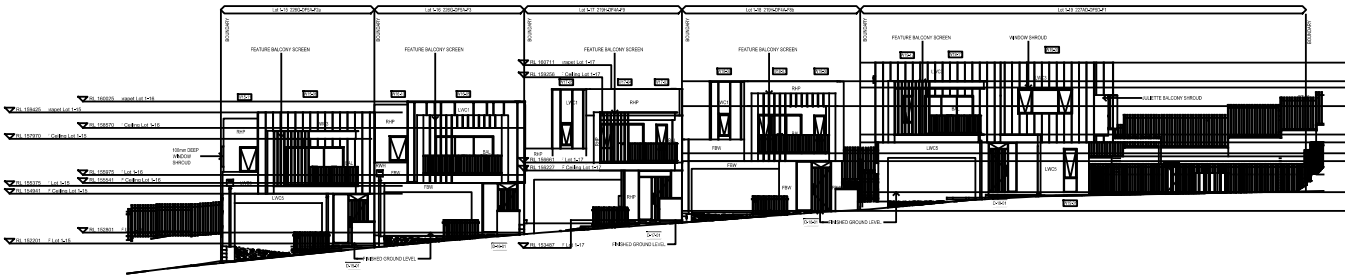
# SUPER LOT 01
## ELEVATIONS
SCALE 1: 400



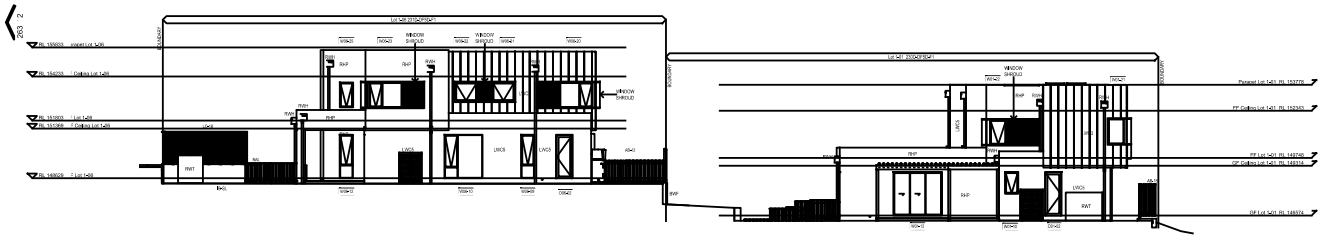
## FRONT ELEVATIONS
## LOTS 10 - 14



## LOTS 15 - 19



## REAR ELEVATIONS
## LOTS 01 & 06



CAD REF: G:\Acquired\CR\Projects\2018_yr\011-18\Survey\GDA2020\Plans\Plan_88B\FINAL PRECINCT PLAN STAGE 1\PMS and PDC Plans\011-18G S260 [00] - ARCHITECTURAL PDC - -

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Version: 3, Version Date: 22/09/2025

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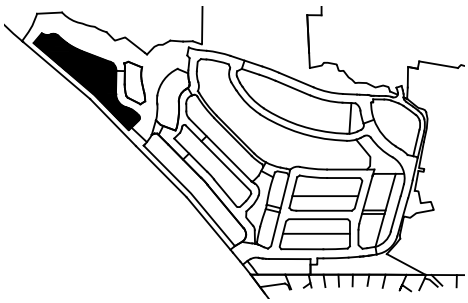
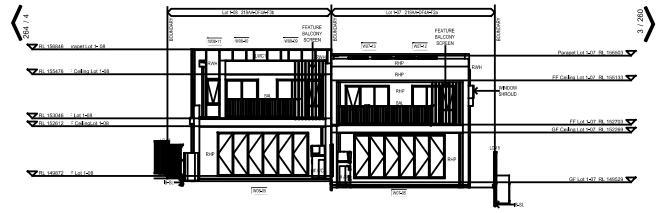
THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 260
263
CAD-AR-261-ELEVATIONS[N]
RECEIVED: 18 JULY 2025

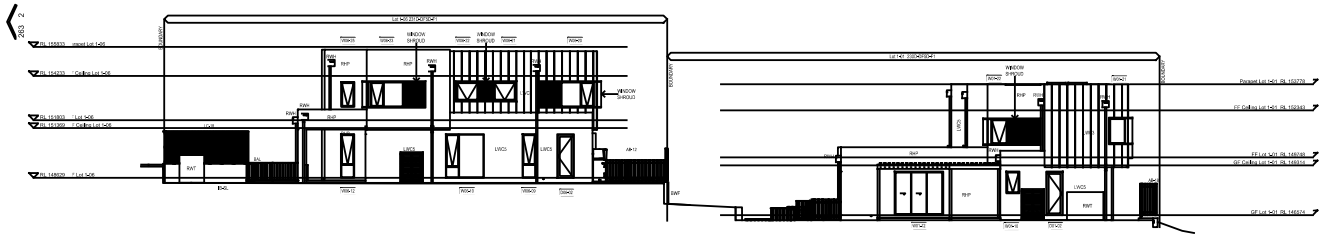
# SUPER LOT 01
## REAR ELEVATIONS
SCALE 1: 400



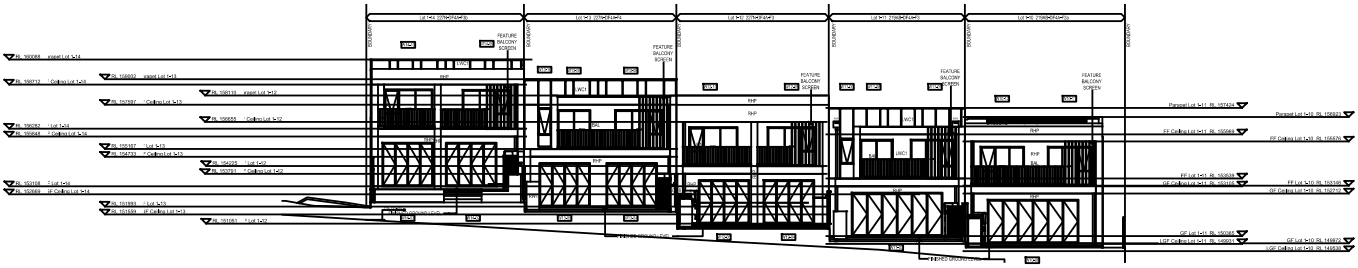
## LOTS 07 & 08



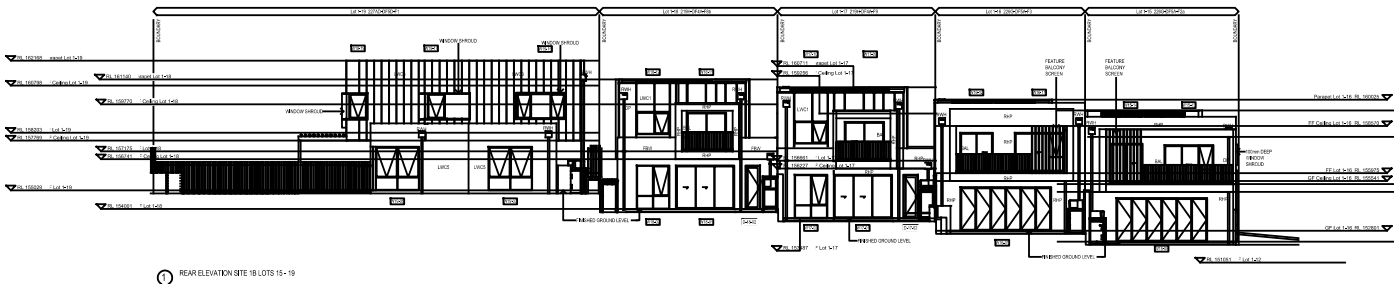
## LOTS 01 & 06



## LOTS 10 - 14



## LOTS 15 - 19



1 REAR ELEVATION SITE 1B LOTS 15 - 19

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Document Set ID: 22093396
Version: 3, Version Date: 22/09/2025

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THIS PLAN IS BASED ON PLANS BY ARCHITECT
DWG No.: 260
261
263
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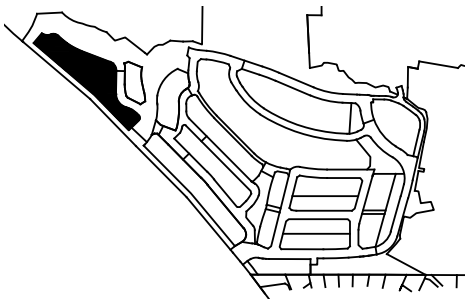
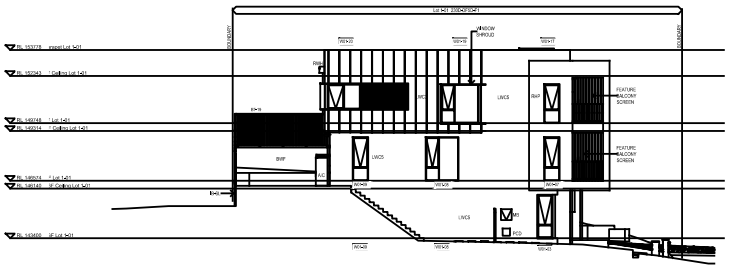
# SUPER LOT 01
## SIDE ELEVATIONS
SCALE 1: 400

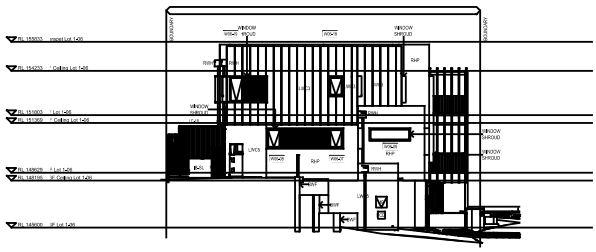


## LOT 01

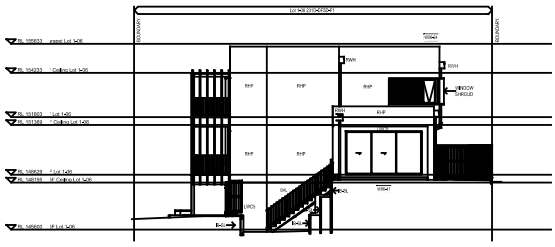


(2) SIDE ELEVATION LOT 1-01

## LOT 06

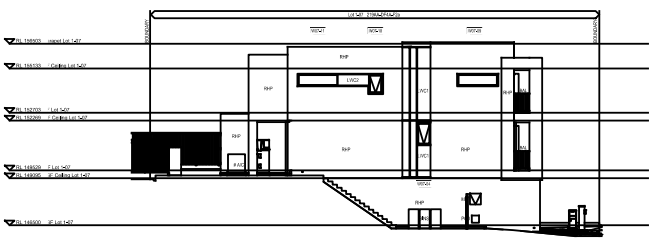


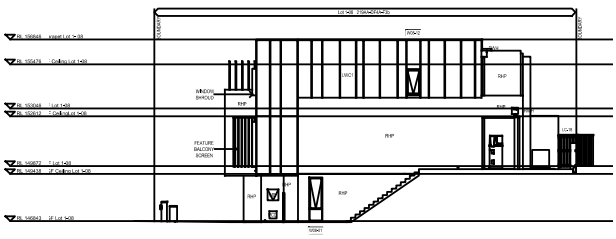
(1) SIDE ELEVATION A LOT 1-06



(2) SIDE ELEVATOION B LOT 1-06

## LOTS 07 - 08





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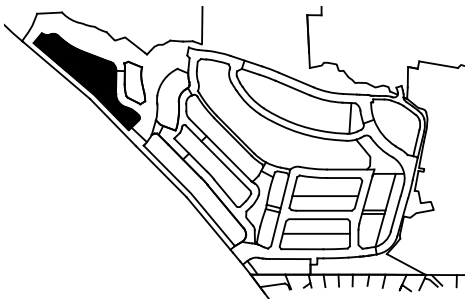
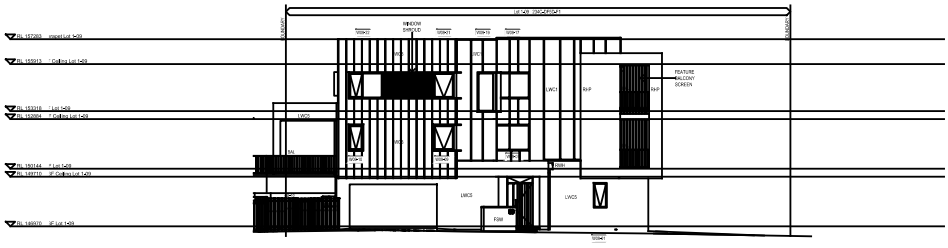
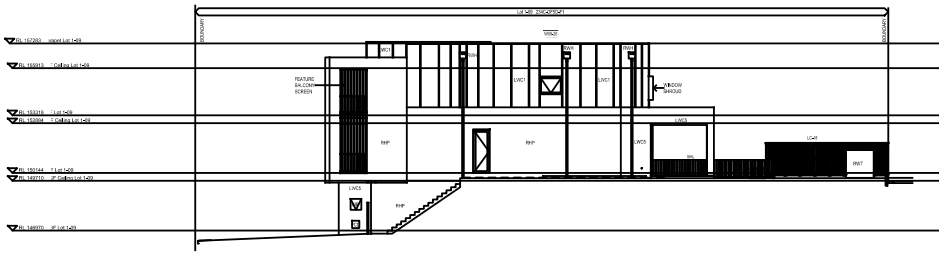
# SUPER LOT 01
## SIDE ELEVATIONS
SCALE 1: 400



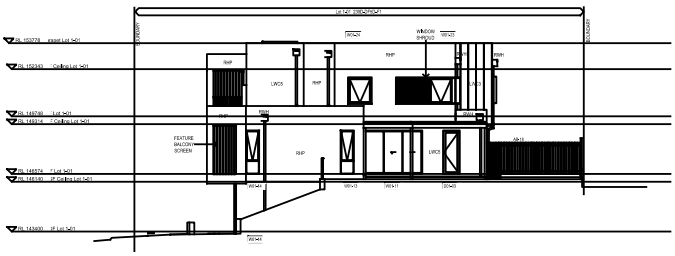
## LOT 09 (SIDE A)



## LOT 09 (SIDE B)



## LOT 10



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# Schedule 2 – Warranted Development

Not applicable



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# Schedule 3– Authorised Proposals

| | |
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| **(a) Description of development**<br>**- General description** | The Precinct Plan of subdivision of land to create a Precinct Scheme comprising:<br>(A) residential dwelling houses and attached dwellings; and<br>(B) open spaces;<br>It is intended:<br>(C) to carry out the development in stages;<br>(D) add some Community Development Lots into the Precinct Scheme;<br>(E) to convert some Precinct Development Lots into Precinct Property; and<br>(F) subdivide Precinct Development Lots by one or more Precinct Plans of subdivision.<br>The Developer does not warrant the timing for completion of any stage in the development, that the development will be carried out in any number of stages or in any order of staging. |
| **(b) Description of development**<br>**- The creation of a Precinct Association** | The Developer is authorised to establish a Precinct Scheme by registration of the Precinct Plan of subdivision of Community Development Lot 2 'Housing South' to create:<br>i) proposed Lot 1 – Precinct Property;<br>ii) proposed Lot 2 – Precinct Development Lot;<br>iii) proposed Lot 3 – Precinct Development Lot;<br>iv) proposed Lot 4 – Precinct Development Lot;<br>v) proposed Lot 5 – Precinct Development Lot;<br>vi) proposed Lot 6 – Precinct Development Lot;<br>vii) proposed Lot 7 – Precinct Development Lot; and<br>viii) proposed Lot 8 – Precinct Development Lot.<br>ix) further subdivide the proposed precinct development lots 2, 3, 4, 5, 6, 7, 8, 69, 70, 71, 72, 73, 74 and 138 into individual Precinct Lots for the purposes of construction of residential dwelling houses and attached dwellings.<br>The Developer is authorised to establish the Precinct Scheme and to carry out the subdivisions referred to above in such timeframe as is determined by the Developer. The Developer is authorised to carry out the subdivisions referred to above in any number of stages and in any order of staging.<br>It is intended, and the Developer is authorised, to construct residential dwelling houses and attached dwellings on and within the Precinct Parcel. |



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| **(c) Description of development**<br><br>**- Conversion of Precinct Development Lots to Precinct Property** | The Developer is authorised to convert the following proposed Precinct Development Lot in the Precinct Scheme:<br><br>a) proposed Lot 75 – which includes the Subterranean Contiguous Connection Lot to be converted to Precinct Property.<br><br>The Developer may convert proposed Lot 75 to Precinct Property at one time or in any number of stages. In order to facilitate the conversion of proposed Lot 75 to Precinct Property in stages, the Developer is authorised by this Contract to further subdivide proposed Lot 75 into any number of Lots that the Developer considers necessary or desirable. |
| **(d) Land proposed to be added to the scheme**<br><br>**- adding land to the Precinct Scheme** | 1) The Developer is authorised to remove proposed Community Development Lot 10 "Housing Central" from the Community Scheme and proposed Community Development Lot 16 "Housing North" from the Community Scheme and add them to the Precinct Scheme by registering a Precinct Plan of Subdivision to create:<br><br>a) proposed Lot 69 – Precinct Development Lot;<br><br>b) proposed Lot 70 – Precinct Development Lot;<br><br>c) proposed Lot 71 – Precinct Development Lot;<br><br>d) proposed Lot 72 – Precinct Development Lot;<br><br>e) proposed Lot 73 – Precinct Development Lot;<br><br>f) proposed Lot 74 – Precinct Development Lot; and<br><br>g) proposed Lot 75 – Proposed Precinct Property inclusive of the Subterranean Contiguous Connection Lot.<br><br>1) The Developer may carry out the addition of land proposed to be added to the Precinct Scheme in stages and, in any order, and at any time, reasonably required by the Developer. |
| **(e) Description of development**<br><br>**- Development Activities** | 1) The Developer is authorised to carry out the Authorised Proposals and the Development Activities on the Precinct Parcel.<br><br>2) Where the activities described above comprise physical works, the Developer is authorised to carry out those works at the times and in the manner contemplated in this Contract, including in Schedule 4.<br><br>a) The Developer intends, and is authorised, to create easements burdening the Precinct Property and benefiting Lots owned by the Developer to facilitate the Developer carrying out the Authorised Proposals and the Development Activities, including:<br><br>i) easement allowing for construction cranes to overhang Precinct Property;<br><br>ii) easement allowing for Development Activities and operations to take place within Precinct Property during construction as necessary, including in respect of those rights of the Developer contained in clause 2 under the heading 'Rights over association property' commencing on page 4 of this Contract; and<br><br>iii) easement allowing for connection to Services infrastructure located within Precinct Property as required during construction as necessary. |



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| | The above easements are intended, and are authorised, to be released by the Developer when all Development Activities have been completed and the development has concluded.<br><br>b) In addition to the easements referred to above, the Developer intends and is authorised to include in the Management Statement:<br><br>i) an association property rights by-law for the Community Association and Owners and Occupiers of each Lot in the Community Scheme to use in common with each other the Association Property of the Precinct Scheme in accordance with the terms of the Management Statement; and<br><br>ii) an association property rights by-law such that the use of the whole of the Precinct Property, including Service Lines is restricted to the Developer for the purposes of carrying out the Development Activities. This association property rights by-law is to be released by the Developer progressively as Development Activities are completed. | |
| **(f) Description of development**<br><br>**- Staging & Sequencing** | **Conversion**<br><br>The conversion of Precinct Development Lot to Precinct Property | Despite anything contained in this Schedule, the Developer may carry out the staging of any conversion, in any order, and at any time, reasonably required by the Developer. |
| | **Staging & Sequencing** | Despite anything contained in this Schedule, the Developer may carry out the Development Activities in any order, or at any time, reasonably required by the Developer.<br><br>The Developer does not warrant the dates of commencing and completion of works in any stage disclosed in this Schedule. |
| **(g) Easements or covenants proposed to be created/released burdening or benefiting association property**<br><br>- Creation and release of Easements and covenants, including Statutory Easements | It is intended, and the Developer is authorised, to create and/or grant and release, in respect of any Precinct Property and either by burdening or benefiting any Precinct Property:<br><br>i) easements, restrictions on user and positive covenants in the nature of those referred to in Schedule 5;<br><br>ii) easements, restrictions on user and positive covenants as are required in relation to the Services and infrastructure which the Developer is authorised to build, construct, install or provide under this Contract;<br><br>iii) easements, restrictions on user and positive covenants required by the Developer, including those required under any Planning Approval or by any Service Provider or Authority; and<br><br>iv) Statutory Easements in respect of any Service Lines.<br><br>Schedule 5 contains an indicative list of easements, restrictions on user and/or positive covenants proposed for the development. The Developer's rights to create and/or grant and release easements, restrictions on user and or positive covenants burdening or benefiting the Precinct Property is not limited to those set out in Schedule 5. | |



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| **(h) Association property amenities**<br><br>**- Buildings, Services, Facilities and Infrastructure** | The following buildings, services, facilities or infrastructure are proposed to be built, constructed, installed or provided on Precinct Property:<br><br>The developer is authorised to build, construct, install or provide the following infrastructure and Services on the Precinct Property and any Lot, as may be required by the Developer and/or any Authority or Service Provider:<br><br>i) retaining walls and structures;<br><br>ii) water mains, water supply infrastructure and stormwater drainage infrastructure;<br><br>iii) stormwater detention and/or stormwater retention systems and associated infrastructure;<br><br>iv) sewer mains and other infrastructure required as part of the sewerage reticulation system;<br><br>v) electricity substations and associated infrastructure;<br><br>vi) underground cables and conduits for electricity supply;<br><br>vii) light poles and street lighting;<br><br>viii) pipes, cables, conduits, turrets, pits and the like;<br><br>ix) solar panels and associated infrastructure for the supply of electricity;<br><br>x) Service Lines; and<br><br>xi) any other infrastructure and Services approved pursuant to the Planning Approvals for the Community Scheme: |



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# Schedule 4 – Access, Construction Zones, Working Hours & Related Rights

| Stage | Access | Construction Zones | Working Hours | Related Rights |
|---|---|---|---|---|
| All stages until completion of the development | Unrestricted access for ingress, egress, movement and parking of vehicles to, from and on the Precinct Parcel and the Precinct Development Lots. | | Working Hours<br>- Between 7:00 am and 5:00 pm, Mondays to Saturday inclusive.<br>- No work will be carried out on Sundays and Public Holidays (unless otherwise approved). | The rights arise under<br>- this Contract<br>- the association property rights by-laws set out in the Management Statement; and<br>- the easements registered on the Precinct Parcel.<br>In addition, the developer may create easements and covenants over the Precinct Parcel in favour of Authorities if required as part of completion of the Precinct Scheme including in accordance with development approval or subdivision approval |

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# Schedule 5 – Easements or Covenants proposed to be created burdening or benefiting association property



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Table of Easements to be created within Precinct Property and within the Scheme between Precinct Development Lots

Notes

- Lot 1 - refers to Precinct Association Property Lot 1.
- PDL – Denotes Precinct Development Lots
- The easements may be created within Precinct Association Property Lot 1 at any time during the operation of the Precinct Development Contract.

| No | Name | Burdened Lot | Benefited Lot or Authority | Comments and Description |
|---|---|---|---|---|
| 1. | Easement for Drainage of Water | 1 | PDL | Allows for the drainage of stormwater via the Precinct Stormwater Drainage network to the site drainage outlet points. |
| 2. | Easement for Services | 1 | PDL | Allows for any non authority service lines which may be required to provide service to Precinct Development Lots to be laid within the proposed Precinct Property. Services will include, sewerage, potable water, electrical, telecommunications, gas, irrigation. |
| 3. | Easement for Encroachment | 1 | PDL | Allows for minor encroachments which may project from the Precinct Development Lots into the Precinct |



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| | | | | Property to remain (and vice versa. |
| 4. | Easement for Overhang | 1 | PDL | Allows for overhanging structures which may project from the Precinct Development Lots into the Precinct Property to remain. Easements for Overhang will also be required for Eaves and Gutters which overhang between adjoining Precinct Dwelling Lots. |
| 5. | Easement for Support of Retaining Wall | 1<br>PDL | PDL<br>1 | Retaining Walls located on common boundaries between development lots and the Precinct Property will be subject to reciprocal easements for support |
| 6. | Easement for Support of Retaining Wall | PDL<br>(Can also burden association property where a retaining wall is built onto association land) | PDL | Shared retaining walls between private lots will be subject to Easement for Support of Retaining Wall on each side of the boundary. |
| 7. | Positive Covenant for Maintenance and Repair (of retaining wall) | 1<br>PDL | PDL<br>PDL | The covenant will place the repair and maintenance obligations for retaining walls under easements 5 and 6. |



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| 8. | Easement for Support and Services | PDL | PDL | Easement to be created over common walls between adjacent dwellings within Precinct Schemes. |
| 9. | Easement to Drain Water 1.5 Wide (or as otherwise varied in width). | PDL | PDL | Standard term Easement to Drain Water to cover inter-allotment drainage between the precinct dwelling lots |
| 10. | Easement for Repairs | PDL | PDL | Standard term Easement for Repairs – but expanded to include the additional terms as required by The Hills Shire Council within their standard easement recital. |
| 11. | Easement for Overhang and Services | PDL | PDL | Easement for Overhang and Services for roofing which overhangs the adjoining lot. |
| 12. | Restriction on the Use of Land (Ground Floor Slabs) | PDL | PDL | The restriction on the Use of Land will burden each lot which may in some way share a ground level floor slab with the adjoining lot. |
| 13. | Restriction on the use of land (Rainwater Tanks – DA condition) | PDLs | The Hills Council | Requires the installation of rainwater tanks |
| 14. | Restriction on the Use of Land (Water Sensitive Urban | PDLs | Council | Required by the DA |



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| | Design – DA condition) | | | |
| 15. | Positive Covenant (Water Sensitive Design – DA Condition) | PDLs | Council | Required by the DA |
| 16. | Positive Covenant (keeping of animals – DA condition) | PDLs | Council | Outlines requirements regarding the keeping of animals as required by the DA |
| 17. | Restriction on the use of Land (Use of SGARS Poisons – DA condition) | PDLs and Precinct Property | Council | Prohibits the use of SGARS |
| 18. | Positive covenant (fauna friendly fencing – DA condition) | PDLs and Precinct Property | Council | Contains requirements regard fencing |
| 19. | Restriction on the use of land (bedroom numbers – DA condition) | PDLs | Council | Prohibits the creation of additional bedrooms in any dwelling |



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# Schedule 6 - Dictionary

## 1. Dictionary

In this Contract these terms (in any form) mean:

**Association Property** has the meaning given to that term in the Development Act;

**Authority** means any government, semi-government, statutory, public or other authority which has jurisdiction over the Community Parcel, including the Council.

**Community Development Lot** means a lot in the Community Plan that is not:

(a) Community Property;

(b) a public reserve or a drainage reserve;

(c) land that has become subject to a Precinct Scheme; or

(d) land that has been severed from the Community Scheme.

**Community Legislation** means the Development Act, the Management Act and related legislation.

**Community Parcel** means the land the subject of the Community Scheme.

**Community Plan** means deposited plan 271416.

**Community Property** means the property comprised in Lot 1 of the Community Plan and includes Services Lines and Open Access Ways.

**Community Scheme** means the community scheme constituted on registration of the Community Plan.

**Completion** means the date 10 years after the date of the registration of this Contract.

**Concept Plan** means the plans contained in Schedule 1.

**Contract** means this contract registered with the Precinct Plan and Precinct Development Contract has the corresponding meaning.

**Council** means Hills Shire Council.

**Developer** means any of the following:

(a) Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241 or its nominated entity;

(b) Mirvac Highforest Pty Ltd ACN 682 614 375 or its nominated entity; and

(c) any person who is the registered proprietor of a Precinct Development Lot and in respect of which the Developer has given notice to the Precinct Association to the effect that that person is to have the rights of the Developer under this Contract.

**Development** has the meaning set out in the Development Act.

**Development Act** means *Community Land Development Act 2021* (NSW).

**Development Activities** means anything to be done in connection with the development in the Precinct Parcel as is from time to time determined by the Developer, including:

(a) any form of demolition work, excavation work or landscaping work;



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(b) any form of building work or work ancillary to or associated with building work, including:

(i) all civil works, the installation of any Service and associated Service Lines;

(ii) construction of or adjustments to fencing and retaining walls;

(iii) defect rectification works;

(iv) the installation of any Service and associated Service Lines;

(c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition;

(d) the subdivision of land forming part of the Precinct Parcel;

(e) the conversion of a Precinct Development Lot to Precinct Property;

(f) the severance or transfer of a Precinct Development Lot from the Precinct Parcel;

(g) the dedication of land forming part of the Precinct Parcel; and

(h) progressively update the schedule of unit entitlements in any plan of subdivision of the Precinct Scheme;

(i) the Selling and Leasing Activities; and

(j) any other development permitted to be carried out by the Developer under this Contract.

**Development Concerns** has the meaning set out in s.55 of the Development Act and for the purposes of s.55(1)(c) of the Development Act, includes the matters referred to in this Contract.

**Development Contract** has the meaning given to that term in the Development Act.

**Land** has the meaning given on sheet 1 of this Contract under the heading "Land to be developed".

**Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Lot** means a lot within the Community Scheme and includes a Community Development Lot and a Precinct Lot.

**Management Act** means *Community Land Management Act 2021* (NSW).

**Management Statement** means the precinct management statement registered with the Precinct Plan, as amended from time to time under the Community Legislation.

**Open Access Ways** means open access ways set apart under section 41 of the Development Act and as shown in the plan of proposed access ways registered with the Development Contract for the Community Scheme.

**Other Parties** has the meaning set out in s.49(10) of the Development Act.

**Occupier** means the occupier for the time being of a Lot including a lessee, sublessee, under-lessee or licensee of a Lot, not being the Owner.

**Owner** means the registered proprietor for the time being of a Lot and includes (unless inappropriate) any mortgagee in possession.

**Planning Approval** has the meaning set out in the Development Act.

**Precinct Association** means the corporation that:



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(a) is constituted by section 9 of the Development Act on registration of the Precinct Plan; and

(b) is established as a precinct association by section 9 of the Development Act.

**Precinct Development Lot** means a lot in the Precinct Plan that is not:

(a) Precinct Property;

(b) a public road, public reserve or a drainage reserve; or

(c) land that has been severed from the Precinct Scheme.

**Precinct Lot** means a lot in a Precinct Plan.

**Precinct Parcel** means the land the subject of the Precinct Scheme.

**Precinct Plan** means the plans to which this Contract relates.

**Precinct Property** means the property comprised in Lot 1 of the Precinct Plan.

**Precinct Scheme** means the precinct scheme constituted on registration of the Precinct Plan.

**Selling and Leasing Activities** means activities relating to the sale, including sale by auction, and leasing of Lots, the promotion of the Community Scheme or Precinct Scheme and all ancillary activities.

**Service** has the meaning given to the term in the Management Statement.

**Service Line** means the structures, machinery, equipment and things in the Precinct Parcel or Community Parcel (as the context applies) for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, dam, pond, lake, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision is to be facilitated.

**Service Provider** means an Authority that provides a Service.

**Sign** includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity and includes for sale and to lot signs.

## 2. Interpretation

### 2.1 Construction

In this Contract unless the context indicates a contrary intention:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;

(b) a reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation";

(c) a thing includes the whole or each part of it; and

(d) the singular includes the plural and vice versa.

### 2.2 Headings



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Headings do not affect the interpretation of the by-laws.

**2.3 Cumulative rights and obligations**

The rights, powers and remedies provided in this Contract are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Contract.

**2.4 Community Legislation**

Words and expressions not defined in this Contract but defined in the Community Legislation have the meaning given to them by the Community Legislation.



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# Signing page

**EXECUTED** as an agreement.

**Registered Proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Projects (Retail and Commercial) Pty Limited

Authority: Power of Attorney – Book 4836 No. 835

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |



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**Consents and Approvals**

**Certificate of approval**

The Hills Shire Council certifies that:

(a) it has approved the development described in Development Application No 859/2022/JP ; and

(b) the terms and conditions of this Precinct Development Contract are consistent with that development as approved.

Dated this 17 day of September 2025.

**Signed** on behalf of The Hills Shire Council

Electronically signed by me David Munday, affixed by me 17/9/2025

Signature

David Munday

Name (print)



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**Mortgagee Consent**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Highforest Pty Ltd ACN 682 614 375

Authority: Power of Attorney – Book 4833 No. 896

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

TERMS OF INSTRUMENT NOT CHECKED IN NSW LAND REGISTRY SERVICES

REGISTERED: 14/10/2025



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## Annexure 13.
## Precinct Management Statement

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# DP280098



**Approved Form 29**

***Community Land Development Act 2021***

***Community Land Management Act 2021***

# Precinct management statement

## Housing Precinct
## Highforest

**WARNING**

The terms of this management statement are binding on the precinct association, each subsidiary body within the precinct scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a precinct development lot, neighbourhood lot or strata lot within the precinct scheme.

This statement should be read in conjunction with the community management statement of Community Association D.P. No. 271416 which is binding upon the precinct scheme as a subsidiary body of the community scheme.

—

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REGISTERED: 14/10/2025

Level 40 Governor Macquarie Tower 1 Farrer Place
Sydney NSW 2000 Australia DX 117 Sydney
T +61 2 9921 8888 F +61 2 9921 8123
**minterellison.com**

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# Precinct management statement

## Highforest – Housing Precinct

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# Part 1 - By-laws fixing details of development

These By-Laws relate to the control or preservation of the essence or theme of the Precinct Scheme. The Precinct Association may, in accordance with a Special Resolution, amend the management statement of the Precinct Association to change the by-laws of the Precinct Scheme (see sections 128 and 131(1) of Management Act).

## 1. Nature of a precinct management statement

1.1 A precinct management statement is a set of by-laws and plans that regulate the management and operation of a Precinct Scheme and any schemes subsidiary to that scheme.

1.2 This Management Statement:

(a) confers rights and imposes obligations on the Precinct Association and on the Owners and Occupiers of Lots;

(b) contains procedures about meetings, financial management and the Maintenance of Precinct Property; and

(c) outlines the relationship between the Precinct Scheme and the Community Scheme.

1.3 The parties bound by this Management Statement are:

(a) the Precinct Association; and

(b) each person who is an Owner or Occupier or mortgagee or covenant chargee of a Lot within the Precinct Scheme.

1.4 This Management Statement should be read in conjunction with the by-laws contained in the Community Management Statement.

1.5 Each Owner, Occupier and the Precinct Association must perform and observe the provisions of the Community Management Statement.

1.6 If there is any matter or thing that is authorised by this Management Statement but is restricted, either entirely or to an extent, by the by-laws contained in the Community Management Statement, then the by-laws contained in the Community Management Statement shall prevail over this Management Statement to the extent of the inconsistency.

1.7 A breach of the by-laws contained in the Community Management Statement by an Owner or Occupier amounts to a breach of this Management Statement by that Owner or Occupier.

1.8 A consent under this Management Statement does not relieve any Owner, Occupier or Subsidiary Body from obtaining consents under the Community Management Statement.

## 2. Structure of this Management Statement

| No. | Item | Details |
|---|---|---|
| Part 1 | By-laws fixing details of development | By-laws 1 to 3 are about the purpose of this Management Statement and how it works.<br>The Precinct Association may vary by-laws 1 to 3 by unanimous resolution unless otherwise stated in Part 1. |



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| No. | Item | Details |
|---|---|---|
| | | By-law 3 relates to the control and preservation of the essence or theme of the Precinct Scheme. By-law 3 also deals with the Architectural and Landscape Design Guidelines in force in the Precinct Parcel. |
| Part 2 | Associated Property Rights By-Laws | By-laws in this part relate to Restricted Precinct Property.<br>The Precinct Association can vary any by-law in this part:<br>(a) after the expiry of the initial period of the Precinct Scheme; and<br>(b) by special resolution with the prior consent of the person entitled to the benefit of the by-law varied, unless otherwise stated in this part. |
| Part 3 | Mandatory matters | By-laws in this part relate to many matters including access ways, Precinct Property, fencing, Garbage, Services, insurance and the Association Committee.<br>The Precinct Association can vary any by-law in this part by special resolution unless otherwise stated in this part. |
| Part 4 | Optional matters | By-laws in this part relate to many matters including obligations and requirements of the Precinct Association, Owners and Occupiers, the keeping of animals, laundry, security, quiet enjoyment, trading activity, preservation of essence of theme, architectural and landscaping guidelines, statutory easements, ongoing service contracts and access ways.<br>The Precinct Association can vary any by-law in this part by special resolution, unless otherwise stated in this part. |
| Part 5 | By-laws required by Authorities | This part contains by-laws in connection with requirements of Authorities.<br>The Precinct Association can vary any by-law in this part by special resolution with the prior consent of the Authority that required it, unless otherwise stated in this part. |
| Part 6 | Plans and schedules | This part comprises the plans forming part of this Management Statement. |

## 3. Architectural and landscape design guidelines

3.1 All parties bound by this Management Statement are bound by the Architectural and Landscape Design Guidelines.

3.2 The Architectural and Landscape Design Guidelines that apply to the Precinct Parcel are prescribed under by-law 2 of the Community Management Statement.

## 4. Carrying out Works

4.1 Owners, Occupiers and the Precinct Association wishing to carry out Works to the Precinct Parcel or a Lot, must comply with the procedures and provisions set out in by-law 4 of the Community Management Statement and this Management Statement.

4.2 An Owner must not:

(a) carry out or permit to be carried out any Works on its Lot;



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(b) carry out or permit to be carried out any activity on its Lot; or

(c) use or occupy its Lot, or permit any use or occupation, on its Lot,

unless all relevant consents and permits have issued and are current for the Works, use, activity or occupation.

4.3 Works may be carried out without the consent of the Precinct Association if they comply with this Management Statement and the Architectural and Landscape Design Guidelines.

4.4 Works must not be carried out or permitted to be carried out or remain on any Lot or Precinct Property which do not comply with this Management Statement and the Architectural and Landscape Guidelines, unless the written consent of the Precinct Association (acting reasonably) is first obtained.

4.5 For the purposes of obtaining the written consent of the Precinct Association under by-law 4.3, the process for obtaining the consent of the Community Association in by-laws 4.4 to 4.10 of the Community Management Statement apply as if set out in this Management Statement, amended as necessary to refer to the Precinct Association rather than the Community Association.

4.6 Nothing in this by-law 4:

(a) affects the rights of the Developer under this Management Statement to carry out Development Activities; or

(b) imposes an obligation on the Developer to obtain consent from a Party or the Precinct Association under this by-law 4 to carry out Development Activities.



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# Part 2 – Association Property Rights By-Laws

*These By-Laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-law to use the restricted community property (see section 135 Community Land Management Act 2021).*

## 5. Association Property Rights By-laws generally

5.1 The purpose of this by-law 5 is to provide for the coming into existence of Restricted Precinct Property after the registration of the Precinct Plan.

5.2 In addition to its powers under the Management Act, but subject to Part 7 of that Act and anything elsewhere in this Management Statement, the Precinct Association has the power under this by-law 5 to make Association Property Rights By-laws and must, if the Developer gives it a notice under by-law 5.3, make an Association Property Rights By-law in accordance with that notice.

5.3 If the Developer wants the Precinct Association to make an Association Property Rights By-law it must give a notice in that regard to the Precinct Association.

5.4 If the Developer gives a notice under by-law 5.3 it must include with that notice the following:

(a) details of all matters required to be included in any Association Property Rights By-law in order for the by-law to comply with section 135 of the Management Act; and

(b) details of all other matters that the Developer determines in its absolute discretion should be included in the Association Property Rights By-law; and

(c) a plan showing the part of Precinct Property in respect of which the Precinct Association is to make the Association Property Rights By-law; and

(d) the consent of the person intended to have the benefit of the relevant Association Property Rights.

5.5 The Precinct Association must, following receipt of a notice under by-law 5.3, act promptly to procure creation and registration of that Association Property Rights By-law (at the Developer's cost).

5.6 The Precinct Association can only make:

(a) an Association Property Rights By-law; or

(b) a by-law affecting Restricted Precinct Property,

after the expiry of the initial period of the Precinct Scheme, by Special Resolution, with the prior consent of the person intended to have or already having the benefit of the relevant Association Property Rights and, while the Developer is the registered proprietor of any Lot, with the prior consent of the Developer.

5.7 The Precinct Association can only vary:

(a) an Association Property Rights By-law; or

(b) an existing by-law affecting Association Property Rights,

after expiry of the initial period of the Precinct Scheme, by special resolution, with the prior consent of the person with the benefit of the relevant Restricted Use Rights and, while the Developer is the registered proprietor of any Lot, with the prior consent of the Developer.



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5.8 Despite the effect of any other by-law, the Precinct Association can at any time agree with a person having Restricted Use Rights to vary those rights as to:

(a) the extent to which that person or the Precinct Association has the responsibility to control, manage and Maintain the relevant Restricted Precinct Property; and/or

(b) the amount to be reimbursed to the Precinct Association for any costs the Precinct Association incurs in connection with the relevant Restricted Precinct Property.

5.9 This by-law 5 can only be varied:

(a) after the expiry of the initial period of the Precinct Scheme; and

(b) by special resolution of the Precinct Association; and

(c) while the Developer is the registered proprietor of any Lot, with the prior consent of the Developer.

## 6. Association Property Rights By Law 1

6.1 This by-law 6 is an Association Property Rights By-law in respect of the Precinct Property.

6.2 Subject to by-law 6.7, the use of the whole of the Precinct Property is restricted to the Community Association (**Restricted Precinct Property**) on the terms of this by-law.

6.3 The Community Association and each Owner and Occupier of a Lot in the Community Scheme and each Subsidiary Scheme in the Community Scheme has the right to access and use the Restricted Precinct Property on foot, on bicycles, scooters and skateboards but without vehicles and use the Restricted Precinct Property for all purposes for which the Restricted Precinct Property may be used. When exercising their rights under this by-law, Owners and Occupiers must not cause any annoyance, disturbance or nuisance to other Owners or Occupiers of Lots in the vicinity of the Restricted Precinct Property.

6.4 The Community Association is responsible for the control, management and Maintenance of the Restricted Precinct Property. To the extent legally possible, this by-law 6.4 operates to waive the obligation of the Precinct Association to control, manage and Maintain the Restricted Precinct Property while and to the extent the Community Association is responsible for doing so.

6.5 To enable the Community Association to carry out its obligations to Maintain the Restricted Precinct Property pursuant to by-law 6.4 and by-law 7.5 of the Community Management Statement, the Community Association (including its contractors) has the right at any time to:

(a) unrestricted access to and over the Restricted Precinct Property;

(b) park vehicles and leave equipment and building materials on the Restricted Precinct Property in order to Maintain the Restricted Precinct Property; and

(c) carry out works on the Restricted Precinct Property in order to Maintain the Restricted Precinct Property.

6.6 The Community Association must levy the Precinct Association for its proportion of the cost incurred by the Community Association under this by-law 6 and the Precinct Association must levy all members for this cost in proportion to their respective unit entitlements as stated on the Precinct Plan. The manner of calculating the actual costs to be paid is set out in by-laws 6.7 and 6.8.



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6.7 If the Precinct Association is the only precinct association subsidiary to the Community Association which has restricted the use of the whole or a large part of its Precinct Property to the Community Association under a by-law to the effect of this by-law 6, the Precinct Association must reimburse the Community Association for the costs the Community Association necessarily and reasonably incurs in connection with its management, control and Maintenance of the Restricted Precinct Property.

6.8 If any precinct association subsidiary to the Community Association in addition to the Precinct Association restricts the use of the whole or a large part of its precinct property to the Community Association under a by-law to the effect of this by-law 6, the Precinct Association must reimburse the Community Association for its share (in proportion to its unit entitlement as stated on the Community Plan) of the total of:

(a) the costs the Community Association necessarily and reasonably incurs in connection with its management, control and Maintenance of the Restricted Precinct Property; and

(b) the costs the Community Association necessarily and reasonably incurs in connection with its management, control and Maintenance of the whole or a large part of precinct property in a precinct scheme subsidiary to the Community Scheme, the use of which has been restricted to the Community Association under a by-law to the effect of this by-law 6

6.9 While the restricted use rights of the Developer under by-law 7 subsist, the exercise by the Community Association and each Owner and Occupier of a Lot in the Community Scheme and each Subsidiary Scheme is:

(a) subject to the restricted use rights granted to the Developer in relation to the Precinct Property; and

(b) at all times subject to the direction and prior consent of the Developer.

6.10 There are no matters relating to the determination, imposition and collection of levies arising with regard to the rights under this by-law other than the matters referred to in by-laws 6.7 to 6.9.

## 7. Association Property Rights By Law 2

7.1 This by-law 7 is an Association Property Rights By-law.

7.2 To enable and assist the carrying out of the Development Activities, the use of the whole of the Precinct Property, including Service Lines (**Special Restricted Precinct Property**), is restricted to the Developer on the terms set out in this by-law 7 and, in particular, the Developer has the right at any time:

(a) to:

(i) develop and subdivide the Precinct Parcel in stages;

(ii) unrestricted access by all means to and over the Special Restricted Precinct Property;

(iii) carry out Development Activities;

(iv) park vehicles and leave equipment and building materials in the Special Restricted Precinct Property;

(v) place in or attach to Special Restricted Precinct Property temporary structures, including temporary offices and sheds;

(vi) install, alter, repair, temporarily disrupt, commission and connect to Service Lines forming part of Special Restricted Precinct Property;

(vii) place in or attach to Special Restricted Precinct Property marketing and advertising signs, placards, banners and notices;



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(viii) conduct Selling and Leasing Activities including the holding of public auctions, in Special Restricted Precinct Property;

(ix) lock or otherwise secure part of the Special Restricted Community Property provided that the Secretary of the Precinct Association is given a key or other method of access for the locked or secured area on demand; and

(b) to grant to any person a right of access to and/or a right to occupy and use the whole or any part or parts of the Special Restricted Precinct Property, either exclusively or non-exclusively, and to authorise such person to exercise some or all of the Developer's rights under this by-law 7.

7.3 Restricted use of any part of Special Restricted Precinct Property ceases when the Developer notifies the Precinct Association that the part is no longer required in connection with the Development Activities or defect rectification or maintenance obligations under the Vegetation Management Plan.

7.4 Restricted use of the whole of Special Restricted Precinct Property ceases on the later of:

(a) when the Developer notifies the Precinct Association that the whole or a part of Special Restricted Precinct Property (as notified by the Developer) is not required in connection with the Development Activities or defect rectification;

(b) when the Developer is no longer the registered proprietor of at least one Lot; and

(c) when the Developer notifies the Precinct Association that the Developer has completed its obligations under the Vegetation Management Plan.

7.5 When the rights of the Developer cease in respect of a part of Special Restricted Precinct Property, the obligations on the Developer in connection with that part cease and the obligation to control, manage, insure and Maintain the Special Restricted Precinct Property return to the Community Association in accordance with by-law 6.

7.6 Until the rights of the Developer cease for each part of Special Restricted Precinct Property as provided by this by-law 7:

(a) no other person can have restricted use of that part without the prior written consent of the Developer (to be given or withheld in the Developer's absolute discretion);

(b) the Developer is responsible for the control, management and Maintenance of that part;

(c) the Developer must reimburse the Precinct Association any costs, expenses or charges incurred by the Precinct Association in connection with that part; and

(d) the Precinct Association may not determine, impose or collect levies in connection with that part.

7.7 To the extent legally possible, by-law 7.6(b) operates to waive the obligation of the Precinct Association (and/or the Community Association under by-law 6) to control, manage and Maintain the Special Restricted Precinct Property while and to the extent the Developer is responsible for doing so.

7.8 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 7.

7.9 The Developer must:

(a) repair any damage caused to the Precinct Parcel as a result of the Development Activities as soon as practicable after that damage occurs;



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(b) seek to keep interference with the use by Owners or Occupiers of the Precinct Parcel to a minimum so far as is consistent with the Development Activities; and

(c) on completion of each part of the Development Activities, leave the relevant Precinct Parcel areas in a clean and tidy condition.

7.10 Owners acknowledge that as a result of the Developer's rights to carry out the Development Activities set out in this by-law 7, they may be subjected to noise, traffic and dust resulting from the Development Activities.

7.11 Nothing in this Management Statement binds the Developer so that the Developer is hindered in or prevented from exercising rights under this by-law 7.



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# Part 3 - Mandatory matters

*These are matters which must be addressed in every precinct management statement unless already covered in the Community Management Statement (see clause 5 of schedule 2 of the Development Act ).*

## 8. Open Access Ways or Private Access Ways

No part of the Precinct Property has been set apart as an access way under the Development Act.

## 9. Permitted Uses of and Special Facilities on the Precinct Property

The Precinct Property is for use for pedestrian access and may be used by Owners and Occupiers on foot, on bicycles, scooters and skateboards including by Australia Post for the delivery of mail and packages. Subject to the Developer's rights under by-law 7, vehicles are not permitted to use the Precinct Property.

## 10. Internal Fencing

10.1 Owners, Occupiers and the Precinct Association have the rights and obligations under, and must comply with, by-law 13 of the Community Management Statement.

## 11. Garbage

11.1 In dealings with Garbage, Owners, Occupiers and the Precinct Association have the rights and obligations, and must comply with, by-law 17 of the Community Management Statement and this by-law.

11.2 An Owner or Occupier of a Lot must ensure that the Garbage and recycling collection bins provided for use by that Owner or Occupier are stored wholly within that Owner's or Occupier's Lot.

11.3 Each Owner and Occupier may place that person's container, on the nominated garbage collection days, on Community Property at the front of that Owner or Occupier's Lot and must place it in other locations if nominated by the Council or the Community Association or Precinct Association.

11.4 An Owner or Occupier must ensure that person's container is visible from outside their Lot for the minimum time that will permit garbage collection on the nominated garbage collection days which must not exceed 10 hours.

11.5 An Owner or Occupier of a Lot must ensure:

(a) the garbage storage area where Garbage and recycling collection bins are held are kept clean and tidy;

(b) Garbage and recycling collection bins are washed regularly; and

(c) contaminants are removed from bins prior to any collection.



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## 12. Services

12.1 Owners, Occupiers and the Precinct Association have the rights and obligations, and must comply with, by-law 18.6 of the Community Management Statement.

12.2 Owners and Occupiers must not and must not permit any person at any time to do anything, or pour anything into the Sewerage Service Infrastructure that may damage or otherwise interfere with the Sewerage Service Infrastructure. The Precinct Association may, from time to time, notify Owners and Occupiers of substances which are prohibited from being poured into the Sewerage Service Infrastructure.

12.3 It may be necessary for the Precinct Association, or persons authorised by the Precinct Association, to access Precinct Lots, from time to time, for the purposes of installing, maintaining and inspecting the Sewerage Service Infrastructure.

## 13. Insurance

13.1 The Precinct Association must take out any insurance policies required under the Community Schemes Legislation.

13.2 The Precinct Association must review, on an annual basis:

(a) all of its insurance; and

(b) the need for new or additional insurances.

13.3 Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Precinct Association should be confirmed, varied or extended.

13.4 If there is an increase in risk or a new risk to Precinct Property then the Precinct Association must immediately:

(a) effect new insurances; or

(b) vary or extend existing insurances.

13.5 An Owner must obtain the written approval of the Precinct Association before that Owner does anything that might:

(a) void or prejudice the Precinct Association's insurance; or

(b) increase any insurance premium which is payable by the Precinct Association.

13.6 If the Precinct Association gives the Owner consent under by-law 13.5 it can impose conditions, including a condition that the Owner reimburse the Precinct Association, as the case may be, for any increased premium.

13.7 The Precinct Association must use reasonable endeavours to arrange that any person having Restricted Use Rights in respect of Precinct Property is noted as an interested party on insurance policies effected by the Precinct Association, in particular, any policy covering legal liability.

13.8 An Owner or Occupier of a Lot must notify the Precinct Association if they use or change the use of their Lot in a way that might affect premiums for insurance policies effected by the Precinct Association:



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13.9 The Precinct Association must have Precinct Property valued for insurance purposes after the occurrence of anything significant affecting the Precinct Parcel but, in any event, at least every 5 years.

13.10 Valuations under this by-law 13 must be carried out by a qualified valuer or quantity surveyor who has:

(a) a minimum of 5 years' experience as a valuer or quantity surveyor; and

(b) experience in valuing for insurance purposes the community property of community schemes, the precinct property of precinct schemes, the neighbourhood property of neighbourhood schemes and the common property of strata schemes, as the case may be.



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# Part 4 - Optional matters

## 14. The Precinct Committee and its officers

14.1 The Precinct Committee must be established as required under the Management Act.

14.2 The officers of the Precinct Committee are the secretary, the treasurer and the chairperson.

14.3 The same person can be appointed to hold one or more of the offices referred to in by-law 14.1.

14.4 The Precinct Association must appoint a nominee from the Precinct Committee to be its representative on the Community Association and Community Committee.

14.5 Without limiting the functions of the secretary as set out in section 47 of the Management Act, the functions of the secretary are:

(a) convening meetings of the Precinct Association and the Precinct Committee;

(b) preparing and distributing minutes of meetings of the Precinct Association and the Precinct Committee;

(c) on behalf of the Precinct Association and the Precinct Committee, giving a notice required to be given under the Management Act;

(d) maintaining the Precinct Association roll;

(e) supplying certificates setting out details of insurances, contributions and other matters under section 174 of the Management Act;

(f) answering communications addressed to the Precinct Association or the Precinct Committee;

(g) performing administrative or secretarial functions on behalf of the Precinct Association and the Precinct Committee; and

(h) keeping records for the Precinct Association and the Precinct Committee according to this Management Statement and the Management Act.

14.6 Without limiting the functions of the treasurer as set out in section 48 of the Management Act, the functions of the treasurer are:

(a) notifying members of the Precinct Association of contributions levied under the Management Act and collecting those contributions;

(b) receiving, acknowledging, banking and accounting for any money paid to the Precinct Association under this Management Statement or the Community Legislation;

(c) preparing certificates providing details of contributions, insurances and other matters under section 174 of the Management Act;

(d) keeping prescribed accounting records as required under Division 3 Part 5 of the Management Act; and

(e) preparing financial statements as required under Division 3 Part 5 of the Management Act.

14.7 The chairperson is to preside at meetings of the Precinct Association and the Precinct Committee at which the chairperson is present.

14.8 The Precinct Committee may appoint one or more sub-committees comprising one or more of its members to:



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(a) conduct investigations;

(b) perform duties and functions on behalf of the Precinct Committee; and

(c) report the findings of the sub-committee to the Precinct Committee.

14.9 A member of the Precinct Committee:

(a) is not entitled to any remuneration for the performance of that person's functions; and

(b) is entitled to reimbursement for reasonable out of pocket expenses as approved by the Precinct Committee incurred by that person in the performance of that person's functions.

14.10 A member of the Precinct Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Precinct Committee.

14.11 By-law 14.10 does not apply if a member is fraudulent or negligent other than negligence where the member acted in good faith.

## 15. Meetings of Precinct Committee

15.1 The provisions of this by-law 15 are subject to the provisions of the Management Act.

15.2 The Precinct Committee:

(a) may meet together to conduct business and may adjourn and otherwise regulate its meetings as the Precinct Committee thinks fit;

(b) may make decisions on the day to day administration of the Precinct Association; and

(c) may regularly call meetings of the Precinct Committee.

15.3 Meetings of the Precinct Committee must be convened by:

(a) the secretary at the request of not less than one third of the members of the Precinct Committee; or

(b) in the absence of the secretary, another member at the request of not less than one third of the members of the Precinct Committee.

15.4 The secretary or the other member must convene the meeting:

(a) within the time asked for in the request; or

(b) if the notice does not specify a time, within 5 business days of being asked.

15.5 An Owner or, where the Owner is a corporation, the company nominee of the corporation, may attend a meeting of the Precinct Committee.

15.6 A person specified in by-law 15.5 may address the meeting only if the Precinct Committee passes a resolution authorising the person to do so.

15.7 The secretary or the member who convenes a meeting must give each member of the Precinct Committee and each member of the Precinct Association notice of the meeting at least 5 business days before the nominated meeting date.

15.8 The notice must include:



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(a) the time, date and venue of the meeting;

(b) the agenda for the meeting, which must list the business to be dealt with at the meeting; and

(c) copies of all documents referred to in the agenda.

15.9 The Precinct Committee may only deal with business at a meeting if the item of business is on the agenda for the meeting.

15.10 Subject to clause 7(4) of Schedule 2 of the Management Act, an out of meeting resolution is as valid as if that resolution is passed at a duly convened meeting of the Precinct Committee provided:

(a) notice of the meeting and an agenda have been given as required by this by-law 15;

(b) the notice is accompanied by a voting paper; and

(c) the resolution has been approved in writing by a majority of members who complete and return their voting paper to the secretary or the member who convened the meeting before the meeting commences.

15.11 If the Precinct Association has placed a notice board on Precinct Property, then the Precinct Committee complies with this by-law if the agenda, notice and minutes are placed on the notice board.

15.12 The secretary or the member who convenes a meeting, including meetings where decisions are made in writing, must give each member of the Precinct Committee and each member of the Precinct Association a copy of the minutes of the meeting within 14 days of the meeting.

15.13 For each meeting, the secretary must ensure the following are properly kept with the books and records of the Precinct Committee for a period of 7 years from the date from the meeting:

(a) notices and agendas of meetings; and

(b) records of decisions including minutes of meetings.

15.14 If the secretary is absent, then the chairperson must ensure the Precinct Committee complies with by-law 15.13.

15.15 Notices of meetings and minutes of meetings must be given to the members of the Precinct Committee and the members of the Precinct Association:

(a) by hand;

(b) by facsimile transmission;

(c) by registered post; or

(d) by electronic means, including but not limited to email,

to the address of the party to whom it is being sent noted in the Precinct Association's roll. Service takes effect from the day the notice or minutes are received unless a later time is specified in the notice or the minutes.

15.16 Notices and minutes are deemed to be received:

(a) if by hand, at the time of delivery;

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(b) if sent by facsimile transmission, at the time recorded on the transmission report as the time the facsimile was sent, unless:

(i) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or

(ii) the transmission report of the sender indicates a faulty or incomplete transmission;

(c) if sent by registered post, on the business day after it is sent; and

(d) if sent by electronic means, on the business day after it is sent unless the sender receives notice, before the business day after it is sent, that the email has not reached its destination or it was not delivered to the recipient.

15.17 If the Precinct Association has placed a notice board on Precinct Property, then the requirements of this by-law are satisfied if the agenda, notice and minutes are placed on the notice board.

## 16. Retaining Walls

16.1 All retaining walls within the Precinct Parcel must be Maintained in accordance with the Architectural and Landscape Design Guidelines.

16.2 Owners, Occupiers and the Precinct Association have the rights and obligations under, and must comply with, by-law 14 of the Community Management Statement in relation to any retaining walls.

## 17. Easements

17.1 In the event that the Precinct Association has obligations imposed on it under any Easement, each member of the Precinct Association must reimburse the Precinct Association for its share (in proportion to its unit entitlement as stated on the Precinct Plan) of the total of the costs the Precinct Association necessarily and reasonably incurs in connection with the performance of its obligations under that Easement.

17.2 In the event that the Community Association has obligations imposed on it under any Easement, the Precinct Association must reimburse the Community Association for its share (in proportion to its unit entitlement as stated on the Community Plan) of the total of the costs the Community Association necessarily and reasonably incurs in connection with the performance of its obligations under the Easement.

## 18. Laundry

18.1 An Owner or Occupier must not hang any washing, towel, bedding, clothing or any other articles of similar nature on or from any balcony and must utilise the clothesline installed within its Precinct Lot.

## 19. Security obligations

An Owner or Occupier of a Lot must not do anything that might prejudice the security or safety of the Precinct Parcel.

## 20. Security keys

20.1 The Precinct Association can make Security Keys available to:



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(a) Owners and Occupiers of Lots; and

(b) other persons authorised by the Precinct Association to hold Security Keys.

20.2 A person to whom a Security Key is made available must:

(a) not duplicate or copy the Security Key; and

(b) immediately notify the Precinct Association if the Security Key is lost, stolen or misplaced; and

(c) when requested by the Precinct Association, immediately return the Security Key to the Precinct Association; and

(d) take all reasonable steps to:

(i) ensure the Security Key remains within that person's control; and

(ii) safeguard the Security Key against loss, damage or theft.

## 21. Keeping of Animals

Owners, Occupiers and the Precinct Association have the rights and obligations, and must comply with, by-law 30 of the Community Management Statement.

## 22. Quiet Enjoyment

Owners and Occupiers must not create any noise or behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier.

## 23. Amounts payable by owners

23.1 Each Owner must pay:

(a) contributions levied under this Management Statement and the Community Legislation when they fall due; and

(b) on demand, any Costs of the Precinct Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or the Occupier of the Owner's Lot.

23.2 If a contribution or amount payable under this Management Statement or the Community Legislation is not paid when due, then interest is payable under section 90 of the Management Act.

23.3 Nothing in this by-law prevents the Precinct Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.

23.4 A certificate signed by the Precinct Association, its Managing Agent or the secretary of the Precinct Committee about a matter or a sum payable to the Precinct Association is prima facie evidence of:

(a) the amount; or

(b) any other fact stated in that certificate.



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## 24. Maintenance

24.1 An Owner or Occupier must keep their Lot clean and tidy and well Maintained.

24.2 An Owner or Occupier of a Lot must carry out all Maintenance to the exterior of any building or other structure in that Lot:

(a) in a proper and workmanlike manner; and

(b) promptly and having regard to the nature and type of the Maintenance required; and

(c) to the reasonable satisfaction of the Precinct Association; and

(d) in compliance with the Architectural and Landscape Design Guidelines, if applicable; and

(e) consistent with the bushfire attack levels for that Lot.

24.3 The Precinct Association may give a notice to an Owner or Occupier requiring that Owner or Occupier to comply with the terms of this by-law 24.

24.4 If an Owner or Occupier does not comply with this by-law 24 then the Precinct Association may exercise its rights under by-law 32.

## 25. Parking

25.1 Owners, Occupiers and the Precinct Association have the rights and obligations, and must comply with, by-law 29 of the Community Management Statement.

## 26. Signs

26.1 The Developer is permitted to place safety and security, marketing and advertising signs, placards, banners and notices in any part of the Precinct Parcel while the Developer is carrying out Development Activities, including the Selling and Leasing Activities.

26.2 Owners, Occupiers and the Precinct Association have the rights and obligations, and must comply with, by-law 2.5 and 2.6 of the Community Management Statement.

## 27. Obligations of owners and occupiers

27.1 An Owner or Occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Precinct Association unless the Precinct Association authorises the Owner or Occupier to do so.

27.2 Anything that an Owner or Occupier of a Lot is required to do under this Management Statement must be done at the cost of that Owner or Occupier.

## 28. No breaches of certain acts

While on the Precinct Parcel, Owners, Occupiers and Permitted Persons must use reasonable endeavours to ensure that they do not by any act or omission cause the Precinct Association to be in breach of their obligations under the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW).



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## 29. Conversion of Precinct Lot to Precinct Property

29.1 Without limiting the Developer's rights under the Development Contract, if the Developer determines that a Precinct Lot should be converted to Precinct Property it must give a notice in that regard to the Precinct Association.

29.2 If the Developer gives a notice under by-law 29.1 and includes with that notice:

(a) the conversion instrument and the items referred to in section 24(1) and 24(2)(a) of the Development Act signed by the Owner of the Precinct Lot to be converted; and

(b) the item referred to in section 24(2)(d) of the Development Act,

then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Precinct Association has the power under this by-law 29 to consent to the conversion and must so consent and do all acts, matters and things necessary in connection with that consent and to ensure the conversion is effected.

## 30. Severance of Precinct Lot from Precinct Scheme

30.1 Without limiting the Developer's rights under the Development Contract, if the Developer determines that a Precinct Lot should be severed from the Precinct Scheme it must give a notice in that regard to the Precinct Association.

30.2 If the Developer gives a notice under by-law 30.1 and includes with that notice:

(a) the severance instrument referred to in section 19(1) and 19(2)(a) of the Development Act signed by the Owner of the Precinct Lot to be severed; and

(b) the item referred to in section 19(2)(c) of the Development Act,

then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Precinct Association has the power under this by-law 30 to consent to the severance and must so consent and do all acts, matters and things necessary in connection with that consent and to ensure the severance is effected.

## 31. Consents by the Developer

31.1 If the Developer's consent is required under this Management Statement, it may withhold its consent or may give its consent subject to conditions, unless this Management Statement provides otherwise.

## 32. Failure to comply with obligations notice of breach

32.1 If an Owner or Occupier of a Lot is in breach of any by-law in this Management Statement or any applicable Rules, the Precinct Association may give a notice of the breach to the Owner or Occupier of the Lot and the following provisions apply:

(a) the notice of breach must be served on the Owner or Occupier of the Lot in the manner specified by sections 137 and 226 of the Management Act; and

(b) the notice of breach must:

(i) specify the nature of the breach; and

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(ii) set out the provisions in the Community Schemes Legislation, this Management Statement or any applicable Rules upon which the Precinct Association relies; and

(iii) provide a reasonable period, having regard to the nature of the breach, for the Owner or Occupier of a Lot to remedy the breach; and

(iv) specify when it proposes to do the thing it is entitled to do under by-law 32.2, including entering their Lot.

32.2 In addition to its powers in the case of breach under any applicable law, including the Community Legislation and elsewhere in this Management Statement, the Precinct Association has power under this by-law 32 to do anything in the Precinct Parcel, other than inside a building erected on a Lot, including the power to:

(a) do something that should have been done by an Owner or Occupier of a Lot under this Management Statement but has not been done or not done to the satisfaction of the Precinct Association; and

(b) remedy something that has been done but should not have been done by an Owner or Occupier of a Lot; and

(c) do anything to comply with this Management Statement or any law, including remedying, removing, restoring or cleaning up anything on the Lot,

where an Owner or Occupier of a Lot has failed to comply with a notice of breach served under this by-law 32.

32.3 The Owner or Occupier of the Lot must:

(a) give the Precinct Association and persons authorised by it access to the Lot according to the notice of breach; and

(b) pay the Precinct Association its costs for doing the thing referred to in by-law 32.2.

32.4 The Developer may do anything on a Lot or in connection with a Lot which should have been done by the Owner or Occupier of the Lot under this Management Statement but which has not been done, or has not been done properly.

32.5 If by-law 32.4 applies then the Developer is entitled to:

(a) enter and remain on the Lot for as long as it is necessary;

(b) carry out works; and

(c) recover appropriate Costs from the Owner or Occupier of the Lot.

32.6 The Developer may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.

32.7 During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Developer by the Owner or Occupier, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 90 of the Management Act.

32.8 The Developer is not liable for damage to or loss of property or injury to any person in or near the Precinct Parcel due to any cause.

32.9 By-law 32.8 does not apply if the damage, loss or injury follows the negligence or fraud of the Developer or any employee or agent of the Developer.



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## 33. Compliance with laws

33.1 An Owner or Occupier must comply on time with all laws relating to:

(a) their Lot;

(b) the use of their Lot; and

(c) the use of Precinct Property in respect of which they have a licence or a lease, or rights or privileges under an Association Property By-law, as the case may be.

33.2 An Owner or Occupier must comply on time with the terms of any notice displayed on Precinct Property by the Precinct Association, Service Provider or relevant Authority.

## 34. Dual occupancy dwellings

Owners and Occupiers of Lots must not construct, or permit to be constructed, a Dual Occupancy on the Lot.

## 35. Managing Agent

35.1 In addition to its powers under the Management Act, the Precinct Association has the power under this by-law to enter into agreements with a Managing Agent.

35.2 The Precinct Association may exercise its power under this by-law by ordinary resolution.

35.3 A Managing Agent appointed by the Precinct Association may be the same as the managing agent appointed by the Community Association.

35.4 Any appointment must:

(a) be in writing;

(b) be signed by the Precinct Association;

(c) be for a term of a duration in accordance with the Management Act.

35.5 Subject to Division 2, Part 4 of the Management Act, the Precinct Association may delegate to the Managing Agent any function of the Precinct Association or its Precinct Committee or of its secretary or other officers.

35.6 The agreement with a Managing Agent under by-law 35.1 may be entered into during the Initial Period.

35.7 The agreement must be:

(a) for a term permitted by Law; and

(b) for a fee not exceeding a market fee.

35.8 The effect of the agreement is disclosed in this by-law for the purposes of section 122(2)(a) of the Management Act.

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## 36. Facilities Manager

36.1 In addition to its powers under the Management Act, the Precinct Association has the power under this by-law to enter into agreements with a Facilities Manager for the purposes of providing services to the Precinct Scheme.

36.2 The Precinct Association may exercise its power under this by-law by ordinary resolution.

36.3 A Facilities Manager appointed by the Precinct Association may be the same as the facilities manager appointed by the Community Association.

36.4 Any appointment must:

(a) be in writing;

(b) be signed by the Precinct Association;

(c) be for a term of a duration in accordance with the Management Act.

36.5 The duties of the Facilities Manager may include:

(a) managing, operating and maintaining the Precinct Property;

(b) the operation of Security Keys for Precinct Property including the provision of Security Keys and the re-coding of Security Keys; and

(c) any other duties the Precinct Association determines as appropriate.

36.6 The agreement with a Facilities Manager under by-law 36.1 may be entered into during the Initial Period.

36.7 The agreement must be:

(a) for a term permitted by Law; and

(b) for a fee not exceeding a market fee.

36.8 The effect of the agreement is disclosed in this by-law for the purposes of section 122(2)(a) of the Management Act.

## 37. Service Contracts

37.1 During the Initial Period, the Precinct Association may:

(a) enter into Service Contracts with one or more service providers; and

(b) take an assignment of the Service Contracts entered into by the Developer before the date of this Management Statement.

37.2 Each of the Service Contracts must be:

(a) for a term of no greater than two years; and

(b) for a fee not exceeding the market fee for the relevant service.

**37.3** The effect of the Service Contracts is disclosed in this by-law for the purposes of section 122(2)(a) of the Management Act.



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# Part 5 - By-laws required by public authority

## 38. Use of SGARS

38.1 Owners and Occupiers and the Precinct Association must not use and must not allow the use of Second-Generation anticoagulant rodenticides (SGARS) on the Lot or Precinct Property for the control of pest rodents or any other purpose.

38.2 This by-law shall not be amended in any way without the written consent of The Hills Shire Council.

## 39. Vegetation Protection

39.1 The Precinct Association must comply with the:

(a) Vegetation Management Plan;

(b) requirements of the relevant Authority in respect of the Vegetation Management Plan; and

(c) terms of the VMP Covenants.

39.2 It may be necessary for the Community Association, or persons authorised by the Community Association, to access Lots and Precinct Property, from time to time, for the purposes of complying with the Community Association's obligations under by-law 39 of the Community Management Statement. Owners and Occupiers and the Precinct Association must give the Community Association and persons authorised by it access to the Lot and Precinct Property (as applicable) provided that prior reasonable notice has been given.

39.3 This by-law shall not be amended in any way without the written consent of The Hills Shire Council.

## 40. Bushfire Requirements and Asset Protection Zone

40.1 Part of the Precinct Parcel is the subject of an asset protection zone as shown on the Precinct Plan and described in the associated Registered Instrument (**APZ Areas**).

40.2 The Precinct Association must permit the Community Association to, in respect of those parts of the Precinct Property comprising APZ Areas, and Owners and Occupiers of APZ Areas must:

(a) maintain the APZ Areas in accordance with the terms of the APZ Covenants; and

(b) permit hazard reduction works when proposed by the Hills District Rural Fire Service and the Hills District Bush Fire Management Committee in respect of the APZ Areas.

40.3 Owners and Occupiers and the Precinct Association must comply with the requirements and requests of the Community Association in order for the Community Association to comply with its obligations under by-law 40 of the Community Management Statement.

40.4 This by-law 40 shall not be amended in any way without the written consent of Council.

40.5 The Precinct Association and Owners and Occupiers have the rights and obligations, and must comply with, by-law 40 of the Community Management Statement.



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# Part 6 – Dictionary and Interpretation

## 41. Definitions

41.1 In this Management Statement these terms (in any form) mean:

**Architectural and Landscape Design Guidelines** has the meaning to the term in the Community Management Statement.

**Association Property Rights By-law** means a by-law referred to in Division 3 of Part 7 of the Management Act.

**Authority** means any government statutory, public or other authority which has jurisdiction over the Precinct Parcel, including the Council.

**Community Association** has the meaning given in the Community Management Statement.

**Community Committee** has the meaning given in the Community Management Statement.

**Community Management Statement** means the community management statement registered with the Community Plan.

**Community Plan** means deposited plan number 271416.

**Community Property** means lot 1 in the Community Plan.

**Community Scheme** means the community scheme constituted on registration of the Community Plan.

**Community Legislation** means the Development Act, the Management Act and related legislation.

**Council** means Hills Shire Council.

**Developer** means any of the following:

(a) Mirvac Projects (Retail and Commercial) Pty Limited ACN 151 466 241 or its nominated entity;

(b) Mirvac Highforest Pty Ltd ACN 682 614 375 or its nominated entity; and

(c) any person which is the owner of a Precinct Lot and in respect of which the Developer has given notice to the Precinct Association to the effect that that person is to have the same rights the Developer has including those under by-law 7.

**Development Act** means the *Community Land Development Act 2021* (NSW).

**Development Activities** means anything to be done in connection with development in the Precinct Parcel as from time to time determined by the Developer or an Authority, including:

(a) any form of demolition work, excavation work or landscaping work;

(b) any form of building work or work ancillary to or associated with building work, including but not limited to:

(i) construction of or adjustment to fencing and retaining walls;

(ii) defect rectification works;

(iii) the installation of any Service and associated Service Lines;

(iv) the construction of Open Access Ways within the Community Parcel; and

(v) the construction of the Precinct Facilities;



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(c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition;

(d) the subdivision of land forming part of the Precinct Parcel;

(e) the addition of a Community Development Lot to the Precinct Parcel;

(f) the conversion of a Precinct Lot to Precinct Property;

(g) the severance or transfer of a Precinct Lot from the Precinct Parcel;

(h) the dedication of land forming part of the Precinct Parcel;

(i) the Selling and Leasing Activities; and

(j) any other development permitted to be carried out by the Developer under the Development Contract.

**Development Contract** means the development contract registered with the Precinct Plan.

**Dual Occupancy** has the meaning given to it in the Standard Instrument (Local Environmental Plans) Order 2006.

**Easement** means any easement, restriction on use or positive covenant.

**Garbage** means garbage of all kinds, including garbage which is capable of being recycled.

**Lot** means:

(a) in respect of by-laws 5, 6 and 7, a Lot in the Community Scheme including a Community Development Lot and a lot in a Subsidiary Scheme;

(b) in each other by-law, a lot in the Precinct Scheme.

**Maintain** includes maintain in good condition, keep clean and tidy, repair as necessary and replace as necessary and Maintenance has a corresponding definition.

**Management Act** means the *Community Land Management Act 2021* (NSW).

**Management Statement** means this management statement being the precinct management statement registered with the Precinct Plan, as amended from time to time under the Community Legislation.

**Managing Agent** means an agent appointed under section 53 of the Management Act.

**Objectives** has the meaning given in the Community Management Statement.

**Occupier** means the lessee, licensee or occupier of a Lot.

**Owner** means the owner or mortgagee in possession of a Lot.

**Permitted Person** means a person on the Precinct Parcel with the express or implied consent of an Owner or Occupier, the Community Association, the Precinct Association or a Subsidiary Body or where the context permits, the general public.

**Precinct Association** means the precinct association constituted on registration of the Precinct Plan being precinct association deposited plan number 280098.

**Precinct Committee** means the executive committee of the Precinct Association as constituted or elected under this Management Statement and the Management Act.

**Precinct Lot** means a lot in a Precinct Plan that is not:

(a) Precinct Property, a public reserve or a drainage reserve; or

(b) land that has become part of a Subsidiary Scheme; or

(c) a lot that has been severed from the Precinct Scheme.

**Precinct Parcel** means the land the subject of the Precinct Scheme.

**Precinct Plan** means the precinct plan with which this Management Statement is registered.

**Precinct Property** means lot 1 in the Precinct Plan.



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**Precinct Scheme** means the precinct scheme created on registration of the Precinct Plan.

**Restricted Precinct Property** means the whole or a part of Precinct Property the use of which is restricted under an Association Property Rights By-law and includes Special Restricted Precinct Property.

**Restricted Use Rights** in relation to:

(a) Precinct Property means the rights created by an Association Property By-law; and

(b) Community Property means the rights created by an Association Property Rights By-law in respect of the Common Property under the Community Management Statement.

**Retaining Wall Easement and Covenant** means:

(a) the easements for support of retaining wall variable width shown on the Precinct Plan and/or the Community Plan; and

(b) the positive covenants for maintenance and repair burdening Precinct Lots for the benefit of other Precinct Lots, the Community Property or the Precinct Property shown on the Precinct Plan and/or the Community Plan.

**Rules** means any rules made by the Precinct Association from time to time pursuant to its powers under this Management Statement.

**Security Key** means a key, card, fob, proximity reader or other device used to:

(a) open and close doors, gates and other means of regulating access and egress into and out of Precinct Property; or

(b) operate alarms, security systems or communication systems.

**Selling and Leasing Activities** means activities relating to the sale, including sale by auction, and leasing of Lots, the promotion of the Precinct Scheme and all ancillary activities.

**Service** has the meaning given to the term in the Community Management Statement.

**Service Contracts** means the contract or contracts entered into:

(a) on or after the date of this Management Statement between the Precinct Association and one or more service providers; and

(b) before the date of this Management Statement between the Developer and one or more service providers,

for the provision of the following services:

(c) maintenance replacement and repair and other services in relation to the Precinct Property; and

(d) garbage collection services.

**Service Provider** means a person or Authority who provides a Service.

**Sewerage Service Infrastructure** means the pipes, pumps and other infrastructure and plant and equipment including any pressure sewer infrastructure which comprise the sewerage drainage system servicing Precinct Lots.

**Special Restricted Precinct Property** has the meaning given in by-law 7.2.

**Subsidiary Body** has the meaning given in the Community Management Statement.

**Subsidiary Scheme** means a subsidiary scheme of the Community Scheme.

**Vegetation Management Plan** has the meaning given to the term in the Community Management Statement.

**Vehicle** means vehicles of any kind including motor vehicles, motor cycles, trucks, vans, bicycles, boats, trailers, caravans and horse floats.

**VMP Covenants** has the meaning given to the term in the Community Management Statement.

**Works** includes:



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(a) the erection of a new structure; and

(b) changing the external appearance of an existing structure, including changing the colour or materials used in the external surfaces of the structure; and

(c) the installation or attachment of security devices, awnings, radio, television and other aerials and antennae, satellite dishes, any solar energy collection panels and equipment associated with them, any energy conservation equipment, any solar hot water system and equipment associated with it and any other item that is visible outside a Lot,

in the Precinct Parcel but excludes:

(d) Development Activities; and

(e) changing the interior of an existing building in a Lot.

## 42. Interpretation

### 42.1 Construction

In this Management Statement unless the context indicates a contrary intention:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;

(b) a thing includes the whole or each part of it; and

(c) the singular includes the plural and vice versa.

### 42.2 Headings

Headings do not affect the interpretation of the by-laws.

### 42.3 Cumulative rights and obligations

The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.

### 42.4 Community Legislation

Words and expressions not defined in this Management Statement but defined in the Community Legislation have the meaning given to them by the Community Legislation.

TERMS OF INSTRUMENT NOT CHECKED IN NSW LAND REGISTRY SERVICES



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# Signing page

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Projects (Retail and Commercial) Pty Limited

Authority: Power of Attorney – Book 4836 No. 835

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |



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# DP280098



**Mortgagee Consent**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Mirvac Highforest Pty Ltd ACN 682 614 375

Authority: Power of Attorney – Book 4833 No. 896

| | |
|---|---|
| Signature of authorised person | Signature of authorised person |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Geoffrey Cohen | Angus Smith |
| Name of authorised person | Name of authorised person |
| Project Director | Senior Development Manager |
| Office held | Office held |

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

| | |
|---|---|
| Signature of Witness | Signature of Witness |
| Electronic signature affixed by me, or at my direction, on the 1/10/2025 | Electronic signature affixed by me, or at my direction, on the 1/10/2025 |
| Taylah Taka | Taylah Taka |
| Name of Witness | Name of Witness |
| Level 28, 200 George St Sydney 2000 | Level 28, 200 George St Sydney 2000 |
| Address of Witness | Address of Witness |

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# DP280098



## Certificate of Approval

It is certified:

(a) that the consent authority has approved of the development described in Development Application No. 859/2022/JP ; and

(b) that the terms and conditions of this management statement are not inconsistent with that development as approved.

Date 17/9/2025

Signed on behalf of consent authority

Electronically signed by me David Munday, affixed by me 17/9/2025

REGISTERED: 14/10/2025



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## Annexure 14.
## Clearance Certificate

Australian Government
Australian Taxation Office

MIRVAC LIMITED
C/o YAN LI LEONG
L 28 200 GEORGE STREET
SYDNEY NSW 2000

Our reference: 1052436934939
Phone: 13 28 66

13 August 2025

# Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

| | |
|---|---|
| **Reference number** | 2411092794210 |
| **Vendor name** | MIRVAC LIMITED |
| **Vendor address** | L 28 200 GEORGE STREET<br>SYDNEY NSW 2000 |
| **Clearance certificate period** | 12 July 2025 to 12 July 2026 |

This clearance certificate also applies to the following members of the income tax consolidated group or multiple entry consolidated group (listed on the reverse side of this certificate) of which you are the head company or provisional head company.

This certificate applies to you and to any member listed on the reverse side of this certificate whether acting in your own capacity, or in the capacity as the trustee of any trust.

The Commissioner may withdraw this certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

Emma Rosenzweig
Deputy Commissioner of Taxation

**NEED HELP?**

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

**CONTACT US**

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

› **13 28 66** if located in Australia, or
› **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.

# MIRVAC LIMITED - Consolidated Group Members

| | Group Member's Name | ABN |
|---|---|---|
| 1 | 197 Salmon Street Pty Limited | 44104335668 |
| 2 | 699 Bourke Street Services Pty Limited | 89624150072 |
| 3 | A.C.N. 087 773 859 Pty Limited | 78087773859 |
| 4 | A.C.N. 110 698 603 Pty Ltd | 43110698603 |
| 5 | A.C.N. 150 521 583 Pty Ltd | 79150521583 |
| 6 | A.C.N. 165 515 515 Pty Ltd | 79165515515 |
| 7 | Ascot Chase Nominee Stages 3-5 Pty Ltd | 13157686676 |
| 8 | BL Developments Pty Ltd | 15082732812 |
| 9 | BTR Head Company Pty Limited | 33644792352 |
| 10 | BTR QLD Pty Limited | 37644792370 |
| 11 | CN Collins Pty Ltd | 93101796981 |
| 12 | Eveleigh Commercial Holdings Pty Limited | 87607524078 |
| 13 | Eveleigh Commercial Pty Limited | 87607463776 |
| 14 | Eveleigh Precinct Pty Limited | 72607422766 |
| 15 | EZ Power Pty Ltd | 20121070906 |
| 16 | Fast Track Bromelton Pty Limited | 55131899299 |
| 17 | Gainsborough Greens Pty Ltd | 23108218293 |
| 18 | Harbourside Development Company Pty Ltd | 82688209878 |
| 19 | Harbourside Office Company Pty Ltd | 71688213809 |
| 20 | Harbourside Retail Company Pty Ltd | 25688211556 |
| 21 | HIR Boardwalk Tavern Pty Limited | 97122843154 |
| 22 | HIR Golf Club Pty Limited | 98122842791 |
| 23 | HIR Golf Course Pty Limited | 49122842960 |
| 24 | HIR Property Management Holdings Pty Limited | 69122842602 |
| 25 | HIR Tavern Freehold Pty Limited | 50122842522 |
| 26 | Home Loans by Mirvac Pty Ltd | 21102846300 |
| 27 | Hoxton Park Airport Pty Ltd | 54083057845 |
| 28 | HPAL Holdings Pty Limited | 20105905735 |
| 29 | Industrial Commercial Property Solutions (Constructions) Pty Limited | 54124177420 |
| 30 | Industrial Commercial Property Solutions (Finance) Pty Limited | 31122841632 |
| 31 | Industrial Commercial Property Solutions (Holdings) Pty Limited | 16124283370 |
| 32 | Industrial Commercial Property Solutions (Queensland) Pty Limited | 42124889069 |
| 33 | Industrial Commercial Property Solutions Pty Limited | 33122841641 |
| 34 | JF ASIF Pty Limited | 35107030428 |
| 35 | Joynton North Pty Ltd | 31108663403 |
| 36 | Kirrawee South Centre Pty Ltd | 86621319551 |
| 37 | LIV OpCo Pty Ltd | 48667894073 |
| 38 | Magenta Shores Finance Pty Ltd | 57126010820 |
| 39 | Marrickville Projects Pty Limited | 30609254382 |
| 40 | Mirvac (Beacon Cove) Pty Limited | 84066913497 |
| 41 | Mirvac (Docklands) Pty Limited | 30080378641 |
| 42 | Mirvac (Old Treasury Development Manager) Pty Limited | 97149174283 |

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|---|---|---|
| 43 | Mirvac (Old Treasury Hotel) Pty Limited | 25149174354 |
| 44 | Mirvac (Retail and Commercial) Holdings Pty Ltd | 64132372288 |
| 45 | Mirvac (WA) Pty Limited | 81095901769 |
| 46 | Mirvac (Walsh Bay) Pty Limited | 51077687186 |
| 47 | Mirvac 275 Kent Street Services Pty Ltd | 88626539222 |
| 48 | Mirvac Advisory Pty Limited | 54096139356 |
| 49 | Mirvac Aero Company Pty Ltd | 16125720747 |
| 50 | Mirvac Altona North Pty Ltd | 93090591889 |
| 51 | Mirvac AOP SPV Pty Limited | 42165666473 |
| 52 | Mirvac Birkenhead Point Marina Pty Limited | 58601020302 |
| 53 | Mirvac BST Pty Limited | 46636486729 |
| 54 | Mirvac BTR Developments Pty Ltd | 22641621061 |
| 55 | Mirvac BTR Head Company A Pty Ltd | 91627444437 |
| 56 | Mirvac BTR Head Company B Pty Ltd | 95627444455 |
| 57 | Mirvac BTR Head SPV Pty Ltd | 99614568777 |
| 58 | Mirvac BTR Sub Company A Pty Ltd | 44627445425 |
| 59 | Mirvac BTR Sub Company B Pty Ltd | 54627445470 |
| 60 | Mirvac BTR Sub SPV Pty Ltd | 27614568848 |
| 61 | Mirvac Capital Assurance Pty Ltd | 73630127427 |
| 62 | Mirvac Capital Investments Pty Limited | 86093644252 |
| 63 | Mirvac Capital Partners Pty Ltd | 86160526303 |
| 64 | Mirvac Capital Pty Limited | 81096525405 |
| 65 | Mirvac Chifley Holdings Pty Limited | 47161545188 |
| 66 | Mirvac Cobbitty Pty Ltd | 14682963533 |
| 67 | Mirvac Commercial Finance Pty Limited | 66627827098 |
| 68 | Mirvac Commercial Sub SPV Pty Limited | 22125706130 |
| 69 | Mirvac Constructions (Homes) Pty. Limited | 81108665738 |
| 70 | Mirvac Constructions (Qld) Pty Limited | 88088536476 |
| 71 | Mirvac Constructions (SA) Pty Limited | 86113880023 |
| 72 | Mirvac Constructions (Vic) Pty Limited | 37088536636 |
| 73 | Mirvac Constructions (WA) Pty Limited | 15095901803 |
| 74 | Mirvac Constructions Pty Ltd | 45003353713 |
| 75 | Mirvac Design Pty Limited | 78003359153 |
| 76 | Mirvac Developments Pty Limited | 85093752857 |
| 77 | Mirvac Doncaster Pty Ltd | 82149787477 |
| 78 | Mirvac Duck River Pty Ltd | 92633996111 |
| 79 | Mirvac Energy Pty Limited | 49169137786 |
| 80 | Mirvac Esat Pty Limited | 20075640096 |
| 81 | Mirvac Finance Pty Limited | 43098670136 |
| 82 | Mirvac Funds Limited | 70002561640 |
| 83 | Mirvac Funds Management Australia Limited | 84653080463 |
| 84 | Mirvac Funds Management Limited | 78067417663 |
| 85 | Mirvac George Street Holdings Pty Limited | 57161011794 |
| 86 | Mirvac George Street Pty Limited | 99098668896 |
| 87 | Mirvac Green Square Pty Limited | 81131815079 |
| 88 | Mirvac Group Finance Limited | 77119339463 |

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|---|---|---|
| 89 | Mirvac Group Funding Pty Ltd | 33119339276 |
| 90 | Mirvac Harbourside Development Pty Ltd | 36684939286 |
| 91 | Mirvac Harbourtown Pty Limited | 74118705150 |
| 92 | Mirvac Harold Park Pty Limited | 16147667794 |
| 93 | Mirvac Hatch Pty Ltd | 51116833142 |
| 94 | Mirvac Highforest Pty Ltd | 96682614375 |
| 95 | Mirvac Hoist Pty Ltd | 36619413802 |
| 96 | Mirvac Holdings (WA) Pty Limited | 14069229367 |
| 97 | Mirvac Holdings Limited | 39093200965 |
| 98 | Mirvac Home Builders (VIC) Pty Limited | 21096010785 |
| 99 | Mirvac Homes (NSW) Pty Limited | 22006922998 |
| 100 | Mirvac Homes (Qld) Pty Limited | 22080378669 |
| 101 | Mirvac Homes (SA) Pty Limited | 67117218827 |
| 102 | Mirvac Homes (VIC) Pty Limited | 44117218729 |
| 103 | Mirvac Homes (WA) Pty Limited | 64095901698 |
| 104 | Mirvac Hotel Services Pty Limited | 80124338343 |
| 105 | Mirvac ID (Bromelton) Pty Limited | 59131887977 |
| 106 | Mirvac ID (Bromelton) Sponsor Pty Limited | 27131891382 |
| 107 | Mirvac Industrial Developments Pty Limited | 47127755239 |
| 108 | Mirvac Industrial Sub SPV Pty Limited | 33627607818 |
| 109 | Mirvac International (Middle East) No.2 Pty Limited | |
| 110 | Mirvac International Investments Pty Ltd | 88127065276 |
| 111 | Mirvac Investment Manager Pty Ltd | 59167474464 |
| 112 | Mirvac JV's Pty Limited | 14098668850 |
| 113 | Mirvac Kensington Pty Ltd | 67635188313 |
| 114 | Mirvac Kent Street Holdings Pty Limited | 14160545068 |
| 115 | Mirvac King Street Pty Ltd | 79619964055 |
| 116 | Mirvac Leader Pty Limited | 17646577595 |
| 117 | Mirvac Limited | 92003280699 |
| 118 | Mirvac Lindfield Pty Ltd | 58672436565 |
| 119 | Mirvac Living Investment Company Pty Ltd | 86614568660 |
| 120 | Mirvac Living Investment Manager Pty. Ltd. | 98616783254 |
| 121 | Mirvac Living Real Estate Services Pty. Ltd. | 24616783316 |
| 122 | Mirvac LL Investments Pty Ltd | 33671745976 |
| 123 | Mirvac Maker Space Pty Limited | 78161011883 |
| 124 | Mirvac Mandurah Pty Limited | 15102396350 |
| 125 | Mirvac McCormacks Road Pty Limited | 70643366518 |
| 126 | Mirvac Mulgoa Pty Ltd | 16682963542 |
| 127 | Mirvac Mulgoa South Pty Ltd | 41682482935 |
| 128 | Mirvac Mulgoa West Pty Ltd | 57672769050 |
| 129 | Mirvac National Developments Pty Ltd | 93098668805 |
| 130 | Mirvac Newcastle Pty Limited | 56125850964 |
| 131 | Mirvac Nike Holding Pty Limited | 80608120574 |
| 132 | Mirvac North Sydney Office Holdings Pty Limited | 16627552603 |
| 133 | Mirvac Office Developments Pty Ltd | 89124777484 |
| 134 | Mirvac Old Treasury Holdings Pty Limited | 57161011730 |

| | | |
|---|---|---|
| 135 | Mirvac Pacific Pty Ltd | 59121949639 |
| 136 | Mirvac Parking Pty. Limited | 91002898839 |
| 137 | Mirvac Ping An Residential Developments Pty Limited | 29609790678 |
| 138 | Mirvac Precinct 2 Pty Limited | 96076310211 |
| 139 | Mirvac Procurement Pty Ltd | 26003142649 |
| 140 | Mirvac Projects (Retail and Commercial) Pty Ltd | 34151466241 |
| 141 | Mirvac Projects Dalley Street Pty Limited | 70161011847 |
| 142 | Mirvac Projects George Street Pty Limited | 51161011767 |
| 143 | Mirvac Projects No. 2 Pty. Limited | 97003415549 |
| 144 | Mirvac Projects Pty Ltd | 72001069245 |
| 145 | Mirvac Properties Pty Ltd | 57002286624 |
| 146 | Mirvac Property Advisory Services Pty Limited | |
| 147 | Mirvac Property Services Pty Limited | |
| 148 | Mirvac Queensland Pty Limited | 24060411207 |
| 149 | Mirvac Real Estate Debt Funds Pty Limited | 90107030222 |
| 150 | Mirvac Real Estate Pty Ltd | 65003342452 |
| 151 | Mirvac REIT Management Limited | 70002060228 |
| 152 | Mirvac Residential (NSW) Developments Pty Ltd | 29609513135 |
| 153 | Mirvac Residential Hold Co Pty Ltd | 27672680625 |
| 154 | Mirvac Residential Mid Co Pty Ltd | 65672683215 |
| 155 | Mirvac Residential Sub Co Pty Ltd | 83672683797 |
| 156 | Mirvac Retail Developments Pty Ltd | 36106517346 |
| 157 | Mirvac Retail Head SPV Pty Limited | 40122874579 |
| 158 | Mirvac Retail Sub SPV Pty Limited | 34122863521 |
| 159 | Mirvac Rockbank Pty Ltd | 63122749937 |
| 160 | Mirvac SDA Pty Limited | 63660631194 |
| 161 | Mirvac Services Pty Limited | 31093200929 |
| 162 | Mirvac Showground Pty Ltd | 63619011326 |
| 163 | Mirvac SLS Development Pty Limited | 51610986251 |
| 164 | Mirvac South Australia Pty Limited | 42113879986 |
| 165 | Mirvac South Bullsbrook Pty Ltd | 96683667834 |
| 166 | Mirvac Spare Pty Limited | 38109972027 |
| 167 | Mirvac Spring Farm Pty Ltd | 80112980971 |
| 168 | Mirvac SPV 1 Pty Limited | 93131306879 |
| 169 | Mirvac St Leonards Pty Limited | 33606275647 |
| 170 | Mirvac T6 Pty Ltd | 85632138786 |
| 171 | Mirvac Trademarks Pty Limited | 36166593022 |
| 172 | Mirvac Treasury Ltd | 79089570310 |
| 173 | Mirvac Treasury No. 3 Limited | 22104834924 |
| 174 | Mirvac TS Pty Limited | 37643461518 |
| 175 | Mirvac Ventures Pty Limited | 21626584745 |
| 176 | Mirvac Victoria Pty Limited | 42006708363 |
| 177 | Mirvac Wholesale Funds Management Pty Ltd | 36076204727 |
| 178 | Mirvac Wholesale Industrial Developments Pty Ltd | 94127756692 |
| 179 | Mirvac Wholesale Office Investments Pty Limited | 25609089125 |
| 180 | Mirvac Wholesale Sub Pty Limited | 84098668770 |

| | | |
|---|---|---|
| 181 | Mirvac Woolloomooloo Pty Limited | 44001162205 |
| 182 | Mirvacx Retail Solutions Pty Limited | 98107096391 |
| 183 | Monarch Glen No 1 Pty Ltd | 75673817260 |
| 184 | MRV Hillsdale Pty Limited | 25124779648 |
| 185 | MWID (Brendale) Pty Limited | 69127757395 |
| 186 | MWID (Mackay) Pty Limited | 90127757420 |
| 187 | Newington Homes Pty Limited | 41003885578 |
| 188 | Oakstand No.15 Hercules Street Pty Ltd | 15144023870 |
| 189 | Picket & Co Development Pty Limited | 96649559544 |
| 190 | Picket & Co Operations Pty Limited | 57649552009 |
| 191 | Picket & Co Property Pty Limited | 69647589071 |
| 192 | Picket & Co Pty Ltd | 81641799671 |
| 193 | Planned Retirement Living Pty Limited | 28001570896 |
| 194 | Rovno Pty. Limited | 33053248061 |
| 195 | Spring Farm Finance Pty Limited | 14120221178 |
| 196 | Springfield Development Company Pty Limited | 57100721426 |
| 197 | SPV Magenta Pty Limited | 36109972018 |
| 198 | Suntrack Holdings Pty Limited | 51145904490 |
| 199 | TS Triangle Pty Limited | 38643459983 |
| 200 | Tucker Box Management Pty Limited | 14149787502 |
| 201 | Walker Investment Services II Pty Ltd | 64634042943 |

# Annexure 15.
# Privacy Statement

This privacy statement explains how the Vendor uses and discloses personal information which it holds about you, and the privacy rights you have in relation to that information. A reference in this privacy statement to:

- the **Vendor** is also a reference to Related Bodies Corporate of the Vendor or an entity in which the Vendor or a Related Body Corporate has a direct interest;
- the **contract** is a reference to the contract for the sale of land between you and the Vendor (or, if you are a guarantor, the contract between the purchaser whose performance you are guaranteeing, and the Vendor); and
- the **property** is a reference to the property which is the subject of the contract.

## How the Vendor uses your personal information

The Vendor may use your personal information:

- in connection with the Vendor's business, including in connection with:
    - the purchase, development and sale of the land;
    - planning, direct marketing and product development by the Vendor or a Related Body Corporate or an entity in which the Vendor or a Related Body Corporate has a direct interest (including the property management business trading as Real Estate Services by Mirvac);
    - raising finance in connection with those uses;
    - internal reporting;
    - direct marketing; and
- for the management of the contract.

## To whom the Vendor discloses your personal information

The Vendor may disclose your personal information, if it is necessary to do so, to:

- the Vendor's Related Bodies Corporate or any entity in which the Vendor or a Related Body Corporate has a direct interest (including the property management business trading as Real Estate Services by Mirvac);
- persons in connection with a proposed sale of an interest in the Vendor's business;
- agents engaged by the Vendor;
- contractors and service providers involved in the construction and finishing and, if relevant, the management of the property and the development of which it is part;

- the Vendor's professional advisors in connection with the sale of the Vendor's business (including the sale of the property);
- the Vendor's financiers;
- the Owners Corporation and/or insert any relevant Community or subsidiary Association and, if relevant, the building management committee for the property;
- third party agents to request your feedback on the products and services provided by Mirvac; and
- relevant bodies if required or permitted by law,

any of whom may be located outside Australia.

## Your rights

You need not give the Vendor any of the personal information it requests. However, all information requested from you is essential for the Vendor to enter into a contract for the sale of the property.

The Mirvac Group Privacy Policy (available on www.mirvac.com) contains information about how you may request access to and correction of personal information Mirvac holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles.

## Your authority to the Vendor

By entering the contract for the sale of the property you:

- acknowledge having read and understood this privacy statement;
- authorise the Vendor to collect, maintain, use and disclose your personal information in the manner set out in this privacy statement; and
- undertake to provide a copy of this privacy statement to each principal, company officer or partner that you purport to represent.

## Information about other products or services

By signing this contract, you agree to the Vendor or its Related Bodies Corporate or an entity which the Vendor or its Related Bodies Corporate has a direct interest in using your personal information (including the property management business trading as Real Estate Services by Mirvac) for direct marketing purposes (including to promote its products and services). If you no longer wish to receive promotional information from these entities, you may advise Mirvac of your wish. The Mirvac Group Privacy Policy (available on www.mirvac.com) contains information about how you may send your request to Mirvac.

# Annexure 16.
# Vegetation Management Plan

# 55 Coonara Avenue, West Pennant Hills

## Vegetation Management Plan

Mirvac

27 March 2024

Final

(02) 9868 1933 | PO Box 2474 Carlingford Court NSW 2118 | cumberlandecology.com.au

**Report No.** 21108RP1

The preparation of this report has been in accordance with the brief provided by the Client and has relied upon the data and results collected at or under the times and conditions specified in the report. All findings, conclusions or commendations contained within the report are based only on the aforementioned circumstances. The report has been prepared for use by the Client and no responsibility for its use by other parties is accepted by Cumberland Ecology.

| Version | Date Issued | Amended by | Details |
|---|---|---|---|
| 1 | 30/09/2021 | GK/TM | Final |
| 2 | 8/06/2022 | GK | Final – updates for Council RFI |
| 3 | 7/09/2022 | GK | Updated APZ as per Council further RFI |
| 4 | 16/02/2023 | GK | Final for submission to Council as per Consent Condition 43 |
| 5 | 27/03/2024 | GK | Updated final for Commonwealth RFI |
| | | | |
| | | | |

| Approved by: | Gitanjali Katrak |
|---|---|
| **Position:** | Senior Project Manager/Ecologist |
| **Signed:** | |
| **Date:** | 27 March, 2024 |

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# Glossary

| | |
|---|---|
| APZ | Asset Protection Zone |
| BAM | Biodiversity Assessment Method |
| BC Act | NSW Biodiversity Conservation Act 2016 |
| BDAR | Biodiversity Development Assessment Report |
| BGHF | Blue Gum High Forest |
| Biosecurity Act | NSW Biosecurity Act 2015 |
| BRC | Bush Regeneration Contractor |
| CEEC | Critically Endangered Ecological Community |
| Council | The Hills Shire Council |
| EP&A Act | NSW Environmental Planning and Assessment Act 1979 |
| EPBC Act | Commonwealth Environment Protection and Biodiversity Conservation Act 1999 |
| FMP | Fuel Management Plan |
| HRC | Hazard Reduction Certificate |
| IPA | Inner Protection Area |
| LGA | Local Government Area |
| Locality | The area within a 5 km radius of the centre of the study area |
| NSW | New South Wales |
| NW Act | NSW Noxious Weeds Act 1993 |
| STIF | Sydney Turpentine Ironbark Forest |
| Study area | The subject site (which is the focus of the VMP) and remainder of Lot 61 DP 737386 |
| Subject site | The area subject to this VMP |
| TEC | Threatened Ecological Community |
| The Hills LEP 2012 | The Hills Local Environment Plan 2012 |
| the proposed development | Parts of Lot 61 DP 737386 proposed for future residential development (contained within lands zoned R3 and R4) |
| VMP | Vegetation Management Plan |

# 1. Introduction

## 1.1. Purpose

Cumberland Ecology has been commissioned by Mirvac to prepare a Vegetation Management Plan in accordance with Consent Condition 43 of the approved Concept Masterplan Development Application DA 860/2022/JP for proposed works at 55 Coonara Avenue, West Pennant Hills NSW or Lot 61 DP 737386 (hereafter referred to as the study area).

The study area is located in the Hills Local Government Area (LGA) and is identified as Lot 61 DP 737386 (see **Figure 1**). Parts of the study area are subject to separate Development Applications (DAs), namely the Demolition DA (approved DA 585/2021/HC), the Concept Plan DA (approved DA 860/2022/JP) and the Open Space DA (in preparation) to develop areas that previously formed part of the former IBM business park, for residential living. The study area contains significant areas of native bushland, parts of which are proposed to be dedicated to the NSW State Government and managed by NSW Forestry Commission with the remainder retained within a Community Lot and placed under community title. A Vegetation Management Plan (VMP) is required to guide the future management of the bushland areas retained within the Community Lot as well as adjacent vegetated Asset Protection Zones (APZs) and Hazard Reduction Areas (referred to in Consent conditions as 'Restricted Development Areas').

The aim of this VMP is to provide guidelines for the conservation, management and rehabilitation (if required) of vegetation retained in the Community Lot, with due consideration to requisite APZs as well as riparian areas subject to future controlled activity approvals, to a form that is broadly representative of the original plant communities present within the study area and has been prepared with due reference to the following documents:

- The Hills Vegetation Management Plan Guideline (the 'VMP Guideline') (The Hills Shire Council, 2015); and
- Planning for Bushfire Protection: Appendix 4 – Asset Protection Zone Standards (NSW Rural Fire Service, 2019).

**Table 1** identifies where each required component of the VMP Guideline is addressed in this VMP;

**Table 1 Required components of the Hills Vegetation Management Plan Guideline and the location of where each component is addressed within this VMP**

| Hills Vegetation Management Plan Guideline Required Component | Where Component is Addressed within VMP |
|---|---|
| 2.1 Site Description | Section 1.2 |
| 2.2 Aims of the VMP | Section 1.1 |
| 2.3 Objectives of the VMP | Section 1.3 |
| 2.4 Identification of Management Zones | Chapter 4 |
| 2.5 Define Management Tasks by Management Zone | Chapter 4, Chapters 6 -7 |
| 2.6 Fencing | Section 7.2.1 |

| Hills Vegetation Management Plan Guideline Required Component | Where Component is Addressed within VMP |
|---|---|
| 2.7 Determine Performance Criteria | Chapter 9 (Table 5, Table 6) |
| 2.8 Define Monitoring and Reporting Methods | Chapter 8 |
| 2.9 Provide a Timeframe | Section 7.6 and Chapter 9 |
| 2.10 Costing | Section 7.5 |
| 2.11 Identify Existing and Potential Threats to the VMP Managed Area and Provide Mitigation Measures | Chapters 5-7 |
| 2.12 Maintenance Requirements into the Future | Chapters 6 - 7 |
| 2.13 Mapping | Figures 1 - 6 |
| 3.1 Signage | Section 7.2.2 |
| 3.2 Local Provenance | Section 7.3 |
| 3.3 Habitat Supplementation | Chapter 5, Chapter 7 |
| 3.4 Information Fact Sheet | Appendix E |

Compliance of this VMP with Commonwealth Recovery Plans is provided in **Appendix A**.

## 1.2. Background

### 1.2.1. Site Description

The study area is located within the Hills Shire Council Local Government Area (LGA). It is irregular in shape and is bound by Coonara Avenue to the north and north-west, residential development (the Glades residential development) to the west and bushland areas of Cumberland State Forest to the south and east (**Figure 1**).

The central part of the study area was formerly a business park (now vacated and demolished) within prior B7 Business Park zoned land. The study area is currently rezoned as a mix of R3 – Medium Density Residential, R4 – High Density Residential and E2 – Environmental Conservation under *The Hills Shire Council Local Environment Plan 2019* (**Figure 2**).

### 1.2.2. Vegetation

The study area is largely vegetated and comprises a mix of remnant/regrowth bushland and planted/landscaped areas within or adjacent to the former (now demolished) business park buildings.

Studies to date within the study area have determined that the majority of the remnant/old regrowth vegetation within the broader study area conforms to two threatened ecological communities, namely Blue Gum High Forest (BGHF) and Sydney Turpentine Ironbark Forest (STIF). Both BGHF and STIF are listed as Critically Endangered Ecological Communities (CEECs) under the NSW *Biodiversity Conservation Act 2016* (BC Act) and the Commonwealth *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act). Other vegetation communities recorded within the study area include exotic grasslands from historic

agricultural/orchard uses, landscaped plantings for the former IBM business park and younger regrowth on modified soils from former land uses.

A first order stream is mapped within the subject site and runs from an existing dam in the north of the site to the south and south-west, before joining Bellamys Creek. Detailed investigations conducted for the BDAR prepared by Keystone, determined that the upper parts of the mapped first order stream are modified/constructed, with overflow from the dam reaching the natural part of the gully via pipes and overland flow on a fill slope. The vegetation along the mapped first order course comprises a mix of planted/landscaped vegetation along the constructed pipes and remnant/regrowth bushland along the natural flow areas.

### 1.2.3. Proposed Development

The approved works for DA860/2022/JP includes the development of 417 dwellings, comprising 252 apartments and 165 dwelling houses, including civil works comprising new roads, earthworks, stormwater and services infrastructure, landscaped areas and Asset Protection Zones (APZs). The approved works are contained within the R3 and R4 zoned land and includes the requisite APZs for the surrounding bushfire hazard.

Parts of the study area along the western border, comprising a mix of R3 and E2 zoned land, are also subject to a Fuel Management Plan based on Hazard Reduction Certificate 16121278913-2, as issued by the NSW Rural Fire Service (RFS) for the protection of properties located within the adjacent The Glades residential development (see **Figure 2**). This VMP has incorporated the required management actions of the Fuel Management Plan and once approved will supersede the Fuel Management Plan and create a single reference document for future management of vegetation.

As vegetation within the APZs is to be managed either as an Inner Protection Area or Outer Protection Area, these areas, along with the future Community title land, are also subject to this VMP.

The areas subject to this VMP therefore include parts of R3, R4 and E2 zoned land and are collectively referred to in this VMP as the 'subject site'. The location of the subject site within the wider study area is shown in **Figure 1** and **Figure 2**. The requisite Vegetated Riparian Zone for a first order stream, as required under the *Water Management Act 2000*, for future controlled activity approvals for works on waterfront land is contained within E2 zoned land of the subject site and therefore is accounted for within this VMP.

Areas of E2 zoned land proposed to be dedicated to the NSW State Government and managed by NSW Forestry Corporation lie outside the subject site and are not subject to this VMP.

## 1.3. Objectives

The objective of this VMP is to guide the management and conservation of vegetation within the subject site in order to increase the ecological value over time with due consideration to bushfire hazard requirements. To accomplish this objective, the following measures are detailed within this VMP:

- Identification of management zones (**Chapter 4**);
- Vegetation clearing protocols (**Chapter 5**);

- Weed management strategies (**Chapter 6**);
- Restoration and regeneration plan (**Chapter 7**);
- Monitoring strategies and reporting requirements (**Chapter 8**); and
- Timing and responsibilities (**Chapter 9**).

# 2. Methodology

## 2.1. Literature Review

The preparation of the VMP involved a literature review to determine the most up to date methods of weed control for exotic species that are present in the subject site and study area. This literature review involved a variety of sources including prior ecological studies and management plans for the study area, government fact sheets and websites. Cumberland Ecology staff with expertise in bushland maintenance were also consulted on current best practice methods and techniques.

In order to prepare species planting lists for revegetation, and determine revegetation strategies for BGHF and STIF, the following documents were reviewed:

- Biodiversity Development Assessment Report Demolition Stage Lot 61 DP 737386 55 Coonara Avenue West Pennant Hills (Keystone Ecological, 2021);
- Biodiversity Development Assessment Report, Concept Development Application, 55 Coonara Avenue, West Pennant Hills (Keystone Ecological, 2022);
- Draft Biodiversity Development Assessment Report, Open Space Development Application, 55 Coonara Avenue, West Pennant Hills (Cumberland Ecology – in preparation);
- Blue Gum High Forest in the Sydney Basin Bioregion – Final Determination (NSW Scientific Committee, 2007);
- Sydney Turpentine Ironbark Forest in the Sydney Basin Bioregion – Final Determination (NSW Scientific Committee, 2019);
- Restoring Bushland on the Cumberland Plain (DEC, 2005);
- Greater Sydney Regional Strategic Weed Management Plan 2017 – 2022 - Revised July 2021 (LLS: Greater Sydney, 2021);
- Vegetation Management Plan- Open Space DA, 55 Coonara Avenue West Pennant Hills (2022). (Cumberland Ecology – in preparation);
- Weed Management and Regeneration Plan for Additional Areas – 55 Coonara Avenue, West Pennant Hills (Bushland Management Solutions 2022);
- Planning for Bushfire Protection – Appendix 4 Asset Protection Zone Standards (NSW Rural Fire Service, 2019):
- Blue Gum High Forest of the Sydney Basin Bioregion in Community and Species Profile and Threats Database (Department of the Environment, 2023a);
- Approved Conservation Advice for Blue Gum High Forest of the Sydney Basin Bioregion (DoE, 2014a);

- Commonwealth Listing Advice on Blue Gum High Forest of the Sydney Basin Bioregion (Threatened Species Scientific Committee, 2005a);
- Turpentine-Ironbark Forest of the Sydney Basin Bioregion in Community and Species Profile and Threats Database (Department of the Environment, 2023b);
- Approved Conservation Advice for Turpentine-Ironbark Forest in the Sydney Basin Bioregion (DoE, 2014b); and
- Commonwealth Listing Advice on Turpentine-Ironbark Forest of the Sydney Basin Bioregion (Threatened Species Scientific Committee, 2005b).

## 2.2. Field Surveys

The study area has been subject to numerous surveys by Keystone Ecological with additional surveys being conducted by Cumberland Ecology for the Concept DA VMP on 18 May 2021, areas around permitted use item 24 identified in the approved rezoning plans for the site in preparation of the future DA proposed for the Open Space Area the Open Space DA on 11 March 2022 and 4 November 2022 and for the Forestry Dedication Areas on 2 December 2022.

The subject site was inspected by Cumberland Ecology staff in order to verify the vegetation communities within the subject site and assess the overall condition of the vegetation for management purposes. The subject site was traversed during the 18 May 2021 and 2 December 2022 surveys and survey points and photographs were taken in various locations.

# 3. Existing Biodiversity Values

This chapter presents the results of previous and recent surveys and describes the flora and fauna of the subject site and Study Area.

## 3.1. Vegetation Communities

The vegetation on the subject site and wider study area has been impacted by a complex history of land use. Historical aerial imagery from 1943 to 1982 shows clearing over large sections of the study area for agricultural and orchard uses. Based on aerial imagery some historically cleared areas appear to have been allowed to naturally regenerate rather than be utilised for further agricultural purposes.

Development for the former IBM business park was largely contained within previously cleared areas with some additional clearing for ancillary infrastructure. It is understood that the extensive landscaping for the former IBM development comprised a mix of locally endemic species as well as non-endemic natives and ornamental species for amenity purposes (Keystone Ecological, 2022).

The subject site and wider study area have been mapped in detail by Keystone Ecological as part of the Biodiversity Development Assessment Report (BDAR) prepared to support DA860/2022/JP. The vegetation communities occurring in the study area, as per the Keystone BDAR, is summarised in **Table 2** below.

**Table 2 Vegetation Communities of the study area**

| Keystone Vegetation Mapping Unit | Keystone Vegetation Type | Allocated PCT (as per BDAR) | BC Act status (as per BDAR) | Description | MNES Status as per Ref: 2023/09508 |
|---|---|---|---|---|---|
| 1a | Cleared Land | n/a | n/a | Exotic grassland on natural substrate. Comprises regularly mown/slashed areas dominated by exotic groundcovers, part of historic orchards | Not a MNES |
| 1b | Cleared Land | n/a | n/a | Exotic grassland on natural substrate. Comprises regularly mown/slashed areas dominated by exotic groundcovers with scattered occurrences of planted trees, part of historic orchards | Not a MNES |
| 2a | Basins and Dams | n/a | n/a | Built structures that intermittently contain water. Some exotic vegetation established around edges | Not a MNES |

| Keystone Vegetation Mapping Unit | Keystone Vegetation Type | Allocated PCT (as per BDAR) | BC Act status (as per BDAR) | Description | MNES Status as per Ref: 2023/09508 |
|---|---|---|---|---|---|
| 2b | Basins and Dams | n/a | n/a | Built structures that permanently contain water. Supports a mix of native and exotic vegetation around edges | Not a MNES |
| 3a | Highly Modified Edges | PCT 1237 | not a TEC | Mix of planted and regrowth vegetation on spoil mounds, batters and reshaped slopes around former IBM facility. Locally native tree species include species that generally dominate in BGHF such as *Eucalyptus saligna* (Blue Gum) or *Eucalyptus pilularis* (Blackbutt) | MNES – highly degraded form of Blue Gum High Forest |
| 4a | Landscaped Gardens | n/a | n/a | Planted gardens around IBM compound carparks and buildings. Species largely native to NSW but not always locally endemic. Dominant species comprise a mix that do not naturally occur together in a defined vegetation unit and include *Corymbia maculata* (Spotted Gum), *Casuarina glauca* (Swamp Oak), *Eucalyptus tereticornis* (Forest Red Gum, *Pittosporum undulatum* (Sweet Pittosporum) and *Syncarpia glomulifera* (Turpentine) | Not a MNES |

| Keystone Vegetation Mapping Unit | Keystone Vegetation Type | Allocated PCT (as per BDAR) | BC Act status (as per BDAR) | Description | MNES Status as per Ref: 2023/09508 |
|---|---|---|---|---|---|
| 5a | BGHF | PCT 1237 | CEEC | Regrowth forest on natural substrate. Considered to be in poor condition as it mainly comprises canopy trees over dense weed infestations. Dominant canopy trees include *Eucalyptus saligna* (Blue Gum) and *Eucalyptus pilularis* (Blackbutt) | MNES – highly degraded form of Blue Gum High Forest |
| 5b | BGHF | PCT 1237 | CEEC | Regrowth forest on natural substrate. Previously cleared for historical agricultural/orchards but appears to have regrown since the 1960s. Dominant canopy trees include *Eucalyptus saligna* (Blue Gum) and *Eucalyptus pilularis* (Blackbutt) | MNES – good quality Blue Gum High Forest |
| 5c | BGHF | PCT 1237 | CEEC | Remnant/old Regrowth forest on natural substrate. No evidence of past clearing in available aerial imagery. Dominant canopy trees include *Eucalyptus saligna* (Blue Gum) and *Eucalyptus pilularis* (Blackbutt) | MNES – good quality Blue Gum High Forest |
| 6a | STIF | PCT 1281 | CEEC | Regrowth forest on natural substrate. Comprises canopy trees over simplified understorey due to past and present bushfire hazard regime. Dominant canopy trees include *Syncarpia glomulifera* (Turpentine) and *Eucalyptus paniculata* (Grey Ironbark) | MNES – good quality Turpentine Ironbark Forest |

| Keystone Vegetation Mapping Unit | Keystone Vegetation Type | Allocated PCT (as per BDAR) | BC Act status (as per BDAR) | Description | MNES Status as per Ref: 2023/09508 |
|---|---|---|---|---|---|
| 6b | STIF | PCT 1281 | CEEC | Remnant/old Regrowth forest on natural substrate. No evidence of past clearing in available aerial imagery. Dominant canopy trees include *Syncarpia glomulifera* (Turpentine) and *Eucalyptus paniculata* (Grey Ironbark) | MNES – good quality Turpentine Ironbark Forest |

Further details of these communities are provided in the BDAR (Keystone Ecological, 2022). It is noted that the BDAR only lists Map Units VZ5b and VZ5c as conforming to BGHF as listed under the EPBC Act. Updated assessments and vegetation descriptions for Commonwealth listed communities is provided in the Commonwealth Preliminary Documentation (Cumberland Ecology, 2023).

Further mapping refinement by Cumberland Ecology has largely been limited to the areas around permitted use area item 24 in the zone plans in preparation of the future DA proposed for the Open Space Area. The distribution of communities as per the Keystone mapping and Cumberland Ecology updates is provided in **Figure 3**.

Areas of planted/landscaped vegetation (as mapped by Keystone) around the demolished buildings have been cleared as part of approved works for the Demolition DA (DA 585/2021/HC) (**Figure 3**).

All Keystone BDAR vegetation zones occur within the subject site and therefore are subject to this VMP. As the purpose of the VMP is to conserve, manage and rehabilitate retained vegetation to a form that is broadly representative of the original plant communities present within the study area, all areas within the subject site that are to be revegetated have been allocated to either BGHF or STIF for management purposes. This includes areas zoned 1a, 1b, 3a or 4a under the BDAR which currently do not conform to the TEC listing of either BGHF or STIF (as per the BDAR) as well as well as zones 5a, 5b, 5c and 6b of the BDAR with conform to TEC listings of BGHF or STIF. As VZ3a is considered to conform to the listing of BGHF under both the BC Act and EPBC Act, as per the Commonwealth Preliminary Documentation, areas mapped as VZ3a are to be revegetated to BGHF.

While proposed APZs will not be fully revegetated to a representative form of original plant communities (and therefore the TECs), for management purposes the different APZ areas have nonetheless been named BGHF – APZ or STIF - APZ to distinguish between areas with differing canopy species, management actions and/or adjacent areas of revegetation. The vegetation within the APZs have been further zoned as either an Inner Protection Area (IPA) or Outer Protection Area (OPA) in accordance with the Planning for Bushfire Protection

(NSW Rural Fire Service, 2019) under the direction of the bushfire consultant. Planning for Bushfire Protection (NSW Rural Fire Service, 2019) defines an IPA and OPA as follows:

- *The IPA is the area closest to the building and creates a fuel-managed area which can minimise the impact of direct flame contact and radiant heat on the development and act as a defendable space. Vegetation within the IPA should be kept to a minimum level. Litter fuels within the IPA should be kept below 1cm in height and be discontinuous.*
- *An OPA is located between the IPA and the unmanaged vegetation. It is an area where there is maintenance of the understorey and some separation in the canopy. The reduction of fuel in this area aims to decrease the intensity of an approaching fire and restricts the potential for fire spread from crowns; reducing the level of direct flame, radiant heat and ember attack on the IPA. Because of the nature of an OPA, they are only applicable in forest vegetation.*

The vegetation along the western boundary has been subject to a series of Hazard Reduction Certificates (HRCs) designed to protect adjacent properties located within The Glade Residential Subdivision. This area has been subject to ongoing maintenance since the issue of a HRC in 2016 and more recently the Fuel Management Plan. As the current regime within this area is to be maintained in perpetuity in line with the Fuel Management Plan, the vegetation within this area (mapped as a mix of 6a, 4a and 3a in the BDAR) has not been allocated to either BGHF or STIF for the purposes of this VMP.

While the existing dam (Zone 2b as per Keystone mapping) to the south of the existing multi-storey carpark, will be subject to weed management, the dam will largely be retained as a 'water body'. Therefore, the dam area will not be fully revegetated to either BGHF or STIF but will be limited to fringing vegetation around the banks of the dam. As the current basin (Zone 2a as per Keystone mapping) within the south-west parts of the subject site is largely to be retained in the current form, this area has not allocated to either BGHF or STIF for management purposes.

General descriptions of species recorded within areas of BGHF (5a, 5b, 5c) and STIF (6b) within the subject site, based on the surveys conducted by Cumberland Ecology are provided below.

### 3.1.1. PCT 1237 - Blue Gum High Forest

Vegetation Formation: Wet Sclerophyll Forests (Shrubby sub-formation);

Vegetation Class: North Coast Wet Sclerophyll Forests;

Blue Gum High Forest (BGHF) occurs throughout the subject site on deeper shale soils at higher elevation. The occurrences in northern parts of the subject site comprise the more degraded forms of BGHF/PCT 1237 (i.e. VZ3a and VZ5a), comprising native canopy trees over dense weed infestations whereas the southern parts of the subject site contain a mix of better quality BGHF (VZ 5b, VZ 5c) and degraded forms (VZ3a) interspersed with scattered landscape plantings and exotic areas.

The better quality BGHF contains a canopy of *Eucalyptus saligna* (Sydney Blue Gum), *Eucalyptus pilularis* (Blackbutt), *Syncarpia glomulifera* (Turpentine) and to a lesser extent *Angophora costata* (Sydney Red Gum).

The sub-canopy includes *Pittosporum undulatum* (Sweet Pittosporum), *Elaeocarpus reticulatus* (Blue-berry Ash). *Acacia implexa* (Hickory Wattle) and *Allocasuarina torulosa* (Forest Sheoak). The shrub stratum includes *Polyscias sambucifolia* (Elderberry Panax), *Pittosporum revolutum* (Rough-fruit Pittosporum), *Breynia oblongifolia* (Coffee Bush), *Leucopogon juniperinus* (Prickly Beard-heath), *Ozothamnus diosmifolius* (Dogwood), *Notelaea longifolia* (Large Mock-olive), *Trema tomentosa* (Poison Peach) and *Denhamia silvestris* (Narrow-leaved Orangebark) as well as regenerating canopy species. Exotic shrubs include *Ligustrum lucidum* (Large-leaved Privet), *L. sinense* (Small-leaved Privet), *Lantana camara* (Lantana) and *Ochna serrulata* (Mickey Mouse Plant). Native groundcover species include *aemulus* (Basket Grass), *O. imbecillis* (Creeping Beard Grass), *Entolasia marginata* (Wiry Panic), *Pseuderanthemum variabile* (Pastel Flower) and *Imperata cylindrica* var. *major* (Blady Grass). Common exotic groundcovers include *Ehrharta erecta* (Panic Veldtgrass). Native climbers present include *Pandorea pandorana* (Wonga Wonga Vine), *Sarcopetalum harveyanum* (Pearl Vine), *Parsonsia straminea* (Common Silkpod) and *Gynochthodes jasminoides* (Sweet Morinda).

The degraded forms of BGHF are largely limited to a canopy of *Eucalyptus saligna* (Blue Gum) over dense infestations of Lantana and/or Privet. In these locations, the understorey layer contains 1 – 2 scattered individuals of native species, but also large infestations of exotic species. Native species present include *Pittosporum undulatum*, *Notelaea longifolia*, *Alphitonia excelsa*, *Dianella caerulea, Dichondra repens* and *Oplismenus aemulus* . Exotic species include *Lantana camara* (Lantana), *Ligustrum lucidum, Ligustrum sinense*, *Ochna serrulata* (Mickey Mouse Plant), and *Phoenix canariensis* (Phoenix Palm).

Examples of the good quality and weedy forms of this community within the subject site are shown in **Photograph 1** and **Photograph 2** respectively.

**Photograph 1 Blue Gum High Forest within parts of the subject site**



**Photograph 2 Degraded BGHF in northern parts of the subject site**



### 3.1.2. PCT 1281 – Sydney Turpentine - Ironbark Forest

Vegetation Formation: Wet Sclerophyll Forests (Grassy sub-formation);

Vegetation Class: Northern Hinterland Wet Sclerophyll Forests;

Sydney Turpentine-Ironbark Forest (STIF) dominates the southern area of the subject site on shallower shale soils at lower elevation. This community contains a canopy of *Syncarpia glomulifera* (Turpentine), *Eucalyptus paniculata* (Grey Ironbark), *Eucalyptus pilularis* (Blackbutt), *Angophora costata* (Sydney Red Gum) and *Eucalyptus resinifera* (Red Mahogany). The sub-canopy includes *Pittosporum* undulatum (Sweet Pittosporum) and *Syncarpia glomulifera* (Turpentine). The shrub stratum includes *Polyscias sambucifolia* (Elderberry Panax), *Pittosporum revolutum* (Rough-fruit Pittosporum), *Breynia oblongifolia* (Coffee Bush), *Leucopogon juniperinus* (Prickly Beard-heath), *Ozothamnus diosmifolius* (Dogwood), *Notelaea longifolia* (Large Mock-olive) and *Denhamia silvestris* (Narrow-leaved Orangebark). Exotic shrubs include *Ligustrum sinense* (Small-leaved Privet), *Lantana camara* (Lantana) and *Ochna serrulata* (Mickey Mouse Plant). Native groundcover species include *Lomandra longifolia* (Spiny-headed Mat-rush), *Lobelia purpurascens* (Whiteroot), *Lepidosperma laterale*, *Entolasia marginata* (Wiry Panic) and *Pseuderanthemum variabile* (Pastel Flower). Native climbers present include *Eustrephus latifolius* (Wombat Berry), *Pandorea pandorana* (Wonga Wonga Vine), *Sarcopetalum harveyanum* (Pearl Vine), *Parsonsia straminea* (Common Silkpod) and *Gynochthodes jasminoides* (Sweet Morinda).

A representative area of this community within the subject site is shown in **Photograph 3.**

**Photograph 3 Sydney Turpentine Ironbark Forest within the subject site**



## 3.2. Flora Species

### 3.2.1. General species

224 species were recorded during surveys by Cumberland Ecology across the Concept DA, proposed Open Space area and Forestry Dedication Area surveys, the majority of which occur within the subject site. Species present consist of a mix of 127 native species and 97 exotic species. A full flora list is provided in **Appendix B**.

### 3.2.2. Threatened Species

No threatened flora species have been recorded within the subject site or wider study area during surveys by Cumberland Ecology or previous ecological surveys conducted by Keystone Ecological (Keystone Ecological, 2021, 2022).

### 3.2.3. Priority Weeds

Of the 97 weed species recorded within the subject site and adjacent parts of the study area, six (6) species comprise State Priority (SP) Weeds under the Greater Sydney Regional Strategic Weed Management Plan (LLS: Greater Sydney, 2019) as well as Weeds of National Significance (WoNS) under the National Weeds Strategy. Four (4) Regional Priority (RP) and 11 'Other Weeds of Regional Concern (OWRC)' were also recorded within the subject site. These species are detailed in **Table 3** below.

**Table 3 High Threat Weeds recorded within the subject site and study area**

| Scientific name | Common Name | Status |
|---|---|---|
| *Acetosa sagittata* | Rambling Dock | OWRC |
| *Anredera cordifolia* | Madeira Vine | SP, WoNS |
| *Araujia sericifera* | Moth vine, Moth plant | OWRC |
| *Asparagus aethiopicus* | Asparagus Fern | SP, WoNS |
| *Asparagus asparagoides* | Bridal Creeper | SP, WoNS |
| *Asparagus plumosus* | Climbing Asparagus Fern | SP, WoNS |
| *Cenchrus clandestinus* | Kikuyu | OWRC |
| *Cestrum parqui* | Green Cestrum | RP |
| *Lantana camara* | Lantana | SP, WoNS |
| *Ligustrum lucidum* | Large-leaved Privet | OWRC |
| *Ligustrum sinense* | Small-leaved Privet | OWRC |
| *Ludwigia peruviana* | Peruvian Water Primrose | RP |
| *Ochna serrulata* | Mickey Mouse Plant | OWRC |
| *Olea europaea subsp. cuspidata* | African olive | RP |
| *Passiflora suberosa* | Cork Passionfruit | OWRC |
| *Phoenix canariensis* | Phoenix palm, Canary Island date palm | OWRC |
| *Senna pendula var. glabrata* | - | OWRC |
| *Rubus fruticosus* | Blackberry | SP, WoNS |
| *Solanum seaforthianum* | Climbing Nightshade | OWRC |
| *Sporobolus fertilis* | Giant Parramatta Grass | RP |
| *Tradescantia fluminensis* | Trad | OWRC |

*WoNS = Weed of National Significance, SP = State Priority, RP = Regional Priority, OWRC = Other Weed of Regional Concern*

## 3.3. Fauna Species

### 3.3.1. Fauna Habitat

The remnant and regrowth vegetation as well as planted vegetation present within the subject site and wider study area provides a range of fauna habitats. Habitat features within this vegetation community provides potential foraging, shelter and breeding opportunities for fauna.

Key habitat features recorded within the subject site and wider study area include:

- Fallen logs, debris and leaf litter – shelter habitat for invertebrates, amphibians, reptiles and terrestrial mammals;
- Hollow-bearing trees and stags – providing shelter and breeding habitat for a range of reptiles, birds, arboreal mammals and microchiropteran bats (microbats);
- Dams/basins – shelter and breeding habitat for amphibians; and
- Nectar-producing trees and shrubs – foraging habitat for insects, blossom-dependant birds, arboreal mammals and megachiropteran bats (flying-foxes).

These key habitat features may provide habitat for a range of fauna, including some species that are listed as threatened under the EPBC Act and/or the BC Act.

### 3.3.2. Threatened Fauna Species

Threatened fauna species recorded within or adjacent to the subject site include the Dural Land Snail (*Pommerhelix duralensis*) and Powerful Owl (*Ninox strenua*). Further details on the occurrence of habitat for these species within the subject site and wider study area is provided in the Keystone BDAR (2022).

# 4. Vegetation Management Zones

Under this VMP for the subject site, the vegetation areas to be managed have been divided into 11 management zones based on the existing condition of the vegetation (as per the Keystone BDAR), dominant canopy trees and, the specific management objectives required for vegetation within E2 zoned land, R3/R4 zoned land, development footprint APZs and the existing Hazard Reduction Certificate Area/Fuel Management Plan area. The vegetated riparian zone for riparian land as required under the *Water Management Act 2000* is comprised of a mix of Zones 1 – 4.

These zones are:

- Zone 1: BGHF – Good;
- Zone 2: BGHF – Poor;
- Zone 3: BGHF – Replanting;
- Zone 4a: BGHF- APZ (IPA);
- Zone 4b: BGHF- APZ (OPA);
- Zone 5: STIF – Good;
- Zone 6: STIF – APZ;
- Zone 7: Fuel Management Plan Area
- Zone 8: Landscaped Areas;
- Zone 9: Dams – Fringing vegetation; and
- Zone 10: Dams and Basins.

The objectives and actions for the management zones are detailed in the following sections while the layout of the management zones is shown in **Figure 4**. It is expected that this VMP would be undertaken over a five year period.

## 4.1. Zone 1: BGHF - Good

Zone 1 covers an area of approximately 0.80 ha within the subject site. This management zone corresponds to areas mapped as 5b and 5c in the Keystone BDAR that occur within E2 zoned land. It comprises BGHF that conforms to the listed CEEC and occurs in relatively good condition as it is dominated by native canopy species with a mixture of native and exotic understorey species.

### 4.1.1. Objectives

- Retain and protect existing BGHF remnants in the zone;

- Control and reduce cover of exotic weed species in a staged replacement planting method to maintain understorey density and avoid creation of unvegetated gaps that would reduce habitat suitability for fauna (particularly Powerful Owl); and
- If necessary, revegetate areas with a diverse array of native understorey, and ground layer species.

### 4.1.2. Actions

As the vegetation in this management zone is in reasonably good condition, it is expected that minimal revegetation will be required. Initial actions within this management zone will be clearing of any exotic shrubs and ground covers present. All of the existing native canopy and understorey will be retained.

Following the removal of exotic species, it is likely that native species will recolonise the ground cover. However if necessary, characteristic BGHF species can be planted as an assistive measure. A species list for BGHF planting is provided in **Appendix C**.

## 4.2. Zone 2: BGHF - Poor

Zone 2 covers an area of approximately 0.90 ha within the subject site. This management zone largely corresponds to areas mapped as 3a in the Keystone BDAR that occur within E2 zoned land with some areas mapped as 3a or 5a in the Keystone BDAR that occur within R3/R4 zoned land in the northern parts of the subject site. This management zone generally comprises areas dominated by BGHF canopy species over highly modified or exotic understorey. Although the areas mapped as 5a in the BDAR are considered to conform to the listed CEEC while the areas zoned 3a are not, both these vegetation zones have been grouped into a single management zone within this VMP based on the presence of BGHF native canopy species over exotic understorey species, thus requiring further understorey management and planting.

Areas of Zone 2 in the northern parts of the subject site also comprise potential roosting habitat/buffer to roosting habitat for the Powerful Owl.

### 4.2.1. Objectives

- Retain and protect existing BGHF canopy remnants in the zone;
- Control and reduce cover of exotic weed species in a staged replacement planting method to maintain understorey density and avoid creation of unvegetated gaps that would reduce habitat suitability for fauna (particularly Powerful Owl); and
- Revegetate understorey with a diverse array of native shrub and ground layer species.

### 4.2.2. Actions

The vegetation in this management zone is largely limited to BGHF canopy species and lacks a native understorey. Initial actions within this management zone will be clearing of any exotic shrubs and ground covers present. All of the existing native canopy will be retained.

Following the removal of exotic species, native shrubs and groundcovers characteristic of BGHF are to be planted. Planting of diagnostic BGHF canopy species, other than *Eucalyptus saligna*, should also be considered to increase canopy species diversity. A species list for BGHF planting is provided in **Appendix C**.

## 4.3. Zone 3: BGHF - Replanting

Zone 3 covers an area of approximately 0.41 ha within the subject site. This management zone largely corresponds to areas mapped as 1a, 1b and 4a in the Keystone BDAR that occur within E2 zoned land with a small section of area mapped as 2a in the Keystone BDAR that occurs within R3/R4 zoned land. This management zone generally comprises areas with planted landscape trees (4a), exotic grassland or basins.

### 4.3.1. Objectives

- Control and reduce cover of exotic weed species in a staged replacement planting method to maintain understorey density and avoid creation of unvegetated gaps that would reduce habitat suitability for fauna (particularly Powerful Owl); and
- Revegetate areas with a diverse array of native canopy, understorey, and ground layer species.

### 4.3.2. Actions

The vegetation in this management zone currently lacks characteristic BGHF species. Initial actions within this management zone will be clearing of any exotic shrubs and ground covers present. In order to minimise disturbance to adjacent BGHF management zones, planted trees (areas zoned 4a in the BDAR) that are endemic to the locality (though not characteristic of BGHF) should be retained with tree removal limited to exotic ornamentals and eucalypts not native to NSW (such as *Corymbia citriodora*). Following the removal of exotic species, native trees, shrubs and groundcovers characteristic of BGHF are to be planted. A species list for BGHF planting is provided in **Appendix C**.

## 4.4. Zone 4a: BGHF – APZ (IPA)

Zone 4a covers an area of approximately 0.31 ha within the subject site. This management zone corresponds to areas mapped as a mix of 3a, 4a and 5a in the Keystone BDAR that occur within the APZs for the development on R3 or R4 zoned land. This management zone in the northern parts of the subject site also forms the outer extent of a gradual buffer of vegetated areas from a likely roosting site for the Powerful Owl. This zone comprises a mix of areas with BGHF canopy species over highly modified or exotic understorey or planted natives/ornamentals in gardens and landscaped areas.

### 4.4.1. Objectives

- Maintain vegetation density/cover of all strata at the requisite levels for an Inner Protection Area (IPA);
- Retain and protect canopy species characteristic of BGHF and minimise extent of trimming of these species where feasible;

- Control and reduce cover of exotic weed species with staged replacement planting within the limits allowed for an IPA; and
- Revegetate understorey with selective subset of characteristic BGHF ground layer species tolerant to IPA maintenance mowing.

### 4.4.2. Actions

The vegetation in this management zone has a mix of endemic and planted canopy trees and lacks a native understorey. Initial actions within this management zone will be clearing of any exotic trees, shrubs and ground covers present. If further canopy removal and/or trimming is required to attain requisite levels of canopy separation for an IPA, priority should be given to avoid tree species characteristic of BGHF and remove/trim tree species that are not characteristic of BGHF. Priority should also be given to avoiding removal/trimming of species that provide suitable habitat (foraging, roosting) for Powerful Owl.

Following the removal of exotic species, native shrubs and groundcovers characteristic of BGHF are to be planted. In accordance with Appendix 4 of the Planning for Bushfire Protection (NSW Rural Fire Service, 2019), the following criteria are required for the various strata within the IPA.

**i. Trees**

- Tree canopy cover should be less than 15% at maturity;
- Trees at maturity should not touch or overhang buildings;
- Lower limbs should be removed up to height of 2 metres above the ground;
- Tree canopies should be separated by 2 - 5 metres; and
- Preference should be given to smooth-barked and evergreen trees.

**ii. Shrubs**

- Create large discontinuities or gaps in the vegetation to slow down or break the progress of fire towards the building should be provided;
- Shrubs should not be located under trees;
- Shrubs should not form more than 10% ground cover; and
- Clumps of shrubs should be separated from exposed widows and door by a distance of at least twice the height of the vegetation.

**iii. Grass**

- Grass should be kept mown (as a guide should be kept to no more than 100mm (10cm) in height and be discontinuous; and
- Leaves and vegetation debris should be removed off-site.

## 4.5. Zone 4b: BGHF – APZ (OPA)

Zone 4b covers an area of approximately 0.24 ha within the subject site. This management zone corresponds to areas mapped as a mix of 3a, 4a and 5a in the Keystone BDAR that occur within the APZs for the development on R3 or R4 zoned land. This management zone in the northern parts of the subject site also forms the central parts of a gradual buffer of vegetated areas from a likely roosting site for the Powerful Owl. This zone comprises a mix of areas with BGHF canopy species over highly modified or exotic understorey or planted natives/ornamentals in gardens and landscaped areas.

### 4.5.1. Objectives

- Maintain vegetation density/cover of all strata at the requisite levels for an Outer Protection Area (OPA);
- Retain and protect canopy species characteristic of BGHF and minimise extent of trimming of these species where feasible;
- Control and reduce cover of exotic weed species with staged replacement planting within the limits allowed for an OPA; and
- Revegetate understorey with selective subset of characteristic BGHF ground layer species tolerant to OPA maintenance mowing.

### 4.5.2. Actions

The vegetation in this management zone predominantly contains endemic canopy trees with scattered occurrences of planted canopy trees and lacks a native understorey. Initial actions within this management zone will be clearing of any exotic trees, shrubs and ground covers present. If further canopy removal and/or trimming is required to attain requisite levels of canopy separation for an OPA, priority should be given to avoid tree species characteristic of BGHF and remove/trim tree species that are not characteristic of BGHF. Priority should also be given to avoiding removal/trimming of species that provide suitable habitat (foraging, roosting) for Powerful Owl.

Further management actions for this zone include planting of native shrubs and groundcovers characteristic of BGHF. In accordance with Appendix 4 of the Planning for Bushfire Protection (NSW Rural Fire Service, 2019), the following criteria are required for the various strata within the OPA.

**i. Trees**

- Tree canopy cover should be less than 30%; and
- Tree canopies should be separated by 2 - 5 metres.

**ii. Shrubs**

- Shrubs should not form a continuous canopy; and
- Shrubs should not form more than 20% ground cover.

**iii. Grass**

- Grass should be kept mown to a height of less than 100mm (10cm); and
- Leaves and vegetation debris should be removed.

## 4.6. Zone 5: STIF - Good

Zone 5 covers an area of approximately 0.28 ha within the subject site. This management zone corresponds to areas mapped as 6b in the Keystone BDAR and occurs within E2 zoned land. It comprises STIF that conforms to the listed CEEC and occurs in relatively good condition as it is dominated by native canopy species with a mixture of native and exotic understorey species.

### 4.6.1. Objectives

- Retain and protect existing STIF remnants in the zone;
- Control and reduce cover of exotic weed species in a staged replacement planting method to maintain understorey density and avoid creation of unvegetated gaps that would reduce habitat suitability for fauna (particularly Powerful Owl); and
- If necessary, revegetate areas with a diverse array of native understorey, and ground layer species.

### 4.6.2. Actions

As the vegetation in this management zone is in reasonably good condition, it is expected that minimal revegetation will be required. Initial actions within this management zone will be clearing of any exotic shrubs and ground covers present. All of the existing native canopy and understorey will be retained.

Following the removal of exotic species, it is likely that native species will recolonise the ground cover. However, if necessary, characteristic STIF species can be planted as an assistive measure. A species list for STIF planting is provided in **Appendix C**.

## 4.7. Zone 6: STIF - APZ

Zone 6 covers an area of 0.13 ha within the subject site. This management zone largely corresponds to areas mapped as 4a in the associated BDAR that occur within the APZs for the development immediately adjacent to areas of remnant STIF (6b). This management zone is comprised of areas of planted natives/ornamentals with natives not characteristic of STIF dominating the canopy.

### 4.7.1. Objectives

- Maintain vegetation density/cover of all strata at the requisite levels for an Outer Protection Area (OPA);
- Retain and protect locally endemic canopy species, including those not characteristic of STIF but characteristic of BGHF and minimise extent of trimming of these species where feasible;

- Control and reduce cover of exotic weed species with staged replacement planting within the limits allowed for an OPA;
- Replant additional characteristic STIF canopy species to the extent allowed for an OPA; and
- Revegetate understorey with selective subset of characteristic STIF ground layer species tolerant to OPA maintenance mowing.

### 4.7.2. Actions

The vegetation in this management zone comprises planted canopy trees and lacks a native understorey. As this management zone lies completely within the proposed construction footprint, it is assumed that all vegetation within this management zone will be cleared as part of construction works.

Although this management zone has been assigned to STIF due to its proximity to a patch of remnant STIF, any locally endemic native trees, such as those characteristic of BGHF, should be retained where feasible within this management zone. In addition to potentially retained locally endemic trees, further trees characteristic of STIF should be planted to the extent allowed for a future OPA.

Further management actions for this zone include planting of native shrubs and groundcovers characteristic of STIF. In accordance with Appendix 4 of the Planning for Bushfire Protection (NSW Rural Fire Service, 2019), the following criteria are required for the various strata within the OPA.

**i. Trees**

- Tree canopy cover should be less than 30%; and
- Tree canopies should be separated by 2 - 5 metres.

**ii. Shrubs**

- Shrubs should not form a continuous canopy; and
- Shrubs should not form more than 20% ground cover.

**iii. Grass**

- Grass should be kept mown to a height of less than 100mm (10cm); and
- Leaves and vegetation debris should be removed.

## 4.8. Zone 7: Fuel Management Area

Zone 7 covers an area of 0.33 ha within the subject site. This management zone largely corresponds to areas subject to the past Hazard Reduction Certificates issued by the NSW Rural Fire Service (RFS) and the current FMP and is located along the western boundary of the subject site. This management zone comprises a mix of vegetation zones 6a, 4a and 3a as per the BDAR.

The FMP Area has been designed to protect the properties in the adjacent 'The Glades' residential development and comprises a 15.17m wide APZ from the rear boundaries of these private properties. Thus, the official FMP Area does not encompass the entirety of the mapped vegetation located between the rear of The Glades residential area and the proposed development area. However, due to the narrow extent of vegetation between the official FMP Area and proposed development, the allowance within issued Hazard Reduction Certificates to clear up to 20m from adjacent dwelling and the fact that this remaining vegetation occurs within the proposed APZs for the development, for practical on-ground management purposes, this narrow band vegetation outside the official 15m FMP Area has been included in the Fuel Management Area management zone rather than delineation of a separate APZ zone.

### 4.8.1. Objectives

- Manage vegetation for bushfire safety purposes;
- Retain and protect existing canopy remnants in the zone at requisite conditions specified in HRCs;
- Maintain canopy density/cover at the requisite levels specified in the issued Hazard Reduction Certificates and current FMP;
- Control and reduce cover of exotic weed species; and
- Revegetate large bare patches with selective subset of STIF or BGHF ground layer species tolerant to hazard reduction maintenance levels.

### 4.8.2. Actions

This management zone has already been subject to hazard reduction works under HRCs issued to date and is subject to ongoing management in accordance with the FMP. While further hazard reduction works may be required in some sections, particularly towards the southern end of the management zone, actions within this management zone primarily comprise maintaining the current management regime conducted under the FMP.

The additional hazard reduction works in some sections primarily comprise clearing of exotic shrubs and ground covers present. All of the existing native canopy will be retained and following the removal of exotic species, native groundcovers characteristic of STIF or BGHF tolerant of hazard reduction maintenance are to be planted in significant patches of bare ground to achieve groundcover limits specified in issued Hazard Reduction Certificates and current FMP. As per the current FMP (based on issued Hazard Reduction Certificates) the following hazard reduction standards are required:

- Clearing works are permitted to a maximum distance of 20m from the rear of adjacent buildings;
- All trees greater than 3m in height or greater than 300mm in girth (measured at 1.3m above ground) are to be retained;
- Skirting of trees (removal of branches within 2m of the ground) is permitted to a maximum distance of 20m from the rear of adjacent buildings;

- At least 75% ground cover should be maintained; and
- Clearing works are to be conducted in a manner that ensures retention of all topsoil.

## 4.9. Zone 8 – Landscaped Area

Zone 8 consists of approximately 0.31 ha of planted vegetation along the Coonara Avenue frontage on the western part of the subjects site. This management zone largely corresponds to areas mapped as 4a in the Keystone BDAR and comprises an 8m wide band of landscaped areas that is to be retained in its current form.

### 4.9.1. Objectives

- Retain and protect existing landscape plantings in the zone; and
- Control and reduce cover of exotic weed species.

### 4.9.2. Actions

As the vegetation in this management zone comprises landscaped vegetation that is to be maintained in its current form, no further revegetation is proposed for this zone. Actions within this management zone will be comprise ongoing clearing of any high threat exotics.

## 4.10. Zone 9 – Dam – Fringing Vegetation

Zone 9 consists of approximately 0.09 ha of fringing vegetation around the dam to the south of the existing multistorey car park. This management zone largely corresponds to areas mapped as 2b in the Keystone BDAR and comprises vegetation on the 'banks' of the dam that is infested by a mix of *Ludwidgia peruviana* (Water Primrose), vines and woody weeds. The central parts of the dam are to be retained as a waterbody and are not subject to any management actions under this VMP.

### 4.10.1. Objectives

- Control and reduce cover of aquatic weeds;
- Revegetate areas proximate to the waters edge with native aquatic species such as *Eleocharis sphacelata*; and
- Revegetate upper banks of dam with a diverse array of native understorey, and ground layer species of BGHF.

### 4.10.2. Actions

The vegetation in this management zone currently lacks characteristic BGHF species. As the dam is to be retained as a waterbody, replanting of BGHF on the lower banks of the dam may not be feasible and these areas may need to be revegetated with emergent aquatic native species. Nonetheless some BGHF understorey and groundcover species could be planted on upper banks.

Initial actions within this management zone will be clearing of the weed infestation with a particular focus on *Ludwigia peruviana*. Following the removal of exotic species, native aquatic species should be allowed to naturally colonise the banks. Further assistive replanting with groundcovers characteristic of BGHF should be conducted as required to stabilise banks that are not naturally recolonised. A species list for BGHF planting is provided in **Appendix C**.

## 4.11. Zone 10 - Dams and Basins

Zone 10 consists of approximately 0.11 ha of existing dams and basins. This management zone largely corresponds to areas mapped as 2a or the central parts of dams (2b) in the associated BDAR, with areas mapped 2a comprising highly modified, concreted structures. These structures are not proposed to be removed/dewatered and will be retained in their current form within the subject site.

### 4.11.1. Objectives

- Retain existing dams/basins; and
- Control and reduce cover of exotic weed species from the dam/basin edges.

### 4.11.2. Actions

As this management zone comprises dams/basins that are to be maintained in their current form, no revegetation is proposed for this zone. However, as weeds/exotics can still establish around the edges of the dams/basins, actions within this management zone will be comprise ongoing clearing of exotics from the banks/edges of the dam/basins.

## 4.12. Long-term Management

The works prescribed by this VMP are to be carried out over a five-year timeframe with works to commence within 3 months of receipt of all relevant consent authority approvals (anticipated to be mid 2024).

While this VMP is valid for a five (5) year period, the vegetation subject to this VMP is to be managed in-perpetuity. Parts of the vegetation subject to this VMP are to be dedicated to the NSW Government under a Heads of Agreement (see **Figure 5**) and managed by the NSW Forestry Commission in the long-term. This dedication is in addition to areas subject to dedication under the executed Voluntary Planning Agreement. The areas of bushland subject to the Heads of Agreement are to be dedicated to the NSW Government prior to the lapse of the 5-year period of this VMP. Upon dedication, these areas will be subject to in-perpetuity management by the NSW Government/NSW Forestry Commission.

The remainder of the vegetation subject to this VMP is to be retained within a community Lot and placed under Community Title (**Figure 5**). An updated management plan to guide in-perpetuity management of vegetation of the Community title lands should be prepared and approved by relevant consent authorities prior to the lapse of this 5-year VMP. The updated Community title management plan should have due consideration to vegetation conditions at the time of preparation and include the following actions as a minimum:

- Ongoing weed management strategies;

- Assistive replanting/regeneration as required;
- APZ management requirements;
- Monitoring requirements;
- Frequency/duration for implementation of management actions; and
- Frequency/duration of monitoring works.

# 5. Vegetation Clearing Protocols

## 5.1. Introduction

Details for vegetation clearing protocols and fauna management during clearing are detailed in the Fauna Management Plan (FMP) prepared in accordance with Consent Condition 44 for DA 860/2022/JP.

This chapter provides a broad overview summary of the FMP protocols to be followed during vegetation clearing within approved areas to minimise the impacts on native flora and fauna within the subject site as well as additional considerations for weed management during clearing works. All vegetation clearing works should be conducted in accordance with the protocols outlined in this VMP as well as the associated FMP.

## 5.2. Hygiene Protocols

To avoid the spread of Phytophthora cinnamomi and other soil borne pathogens, appropriate hygiene procedures and guidelines described in Best Practice Management Guidelines for Phytophthora cinnamomi (Botanic Gardens Trust, 2008) within the Sydney Metropolitan Catchment Management Authority Area will be followed.

This will involve the disinfection of all machinery, clothing (such as boots and gloves), and tools which have been in contact with soil with a spray prior to entering and leaving the site.

Recommended disinfectant products include:

- Non corrosive disinfectants including Coolacide®, Phytoclean®, or Biogram® which can be for cleaning footwear, tools, tyres, machinery and other items in contact with soil;
- 70% Methylated spirits solution in a spray bottle which is suitable for personal use (clothing); and
- Sodium Hypochlorite 1%, which is effective, but can damage clothing and degrades rapidly in light.

Additionally, contractors will be required to clean equipment and clothing prior to commencing work and after completion of work, in order to prevent transport of weed propagules.

## 5.3. Marking Limits of Vegetation Clearing

Prior to any clearing being undertaken, the edge of the vegetation to be cleared needs to be clearly delineated. Clearing limits can be marked with high visibility tape, temporary fencing, or other appropriate boundary markers. To avoid unnecessary damage to vegetation or inadvertent habitat removal, disturbance is to be restricted to the delineated area.

In addition to full clearing areas, areas subject to partial clearing, such as APZs should also be clearly delineated using separate markers to the full clearing areas of the development footprint with priority given to retaining locally endemic trees within APZ areas.

No stockpiling of equipment, soils, or machinery will occur beyond the full clearing boundary. The person responsible for the clearance activities will be responsible for ensuring that the boundary markers are installed to enable the suitable environmental and technical inspections of the proposed disturbance to be undertaken.

Further details on marking limits of Vegetation Clearing are provided in the FMP.

## 5.4. Pre-clearing Surveys

Prior to the commencement of any clearing, a pre-clearing survey will be undertaken by a certified ecological consultant in accordance with the protocols detailed in the FMP. During the survey, weeds present in the work sites and habitat for native fauna that have the potential to be disturbed during clearing will be identified.

### 5.4.1. Flora Pre-clearing Surveys

Prior to clearance, a pre-clearance survey will be conducted in the work sites to determine locations of any infestations of significant weeds (i.e. Priority weeds listed under the *Biosecurity Act 2015* or Weeds of National Significance (WONS)). If recommended by the ecologist, control of weeds will be undertaken to minimise the risk of spread of weeds during clearing. Weed control measures will be species specific.

### 5.4.2. Fauna Pre-clearing Surveys

A fauna pre-clearing survey will be undertaken by a qualified ecologist prior to any vegetation clearance. Habitat features that have a high potential to support native fauna species will be identified prior to any clearing activities. These include significant rock outcrops and in particular trees bearing hollows that have potential to contain species such as bats, gliders, possums, reptiles and birds. Trees to be cleared that contain hollows or nests that have a high potential to contain fauna will be identified, recorded, flagged with fluorescent marking tape, and marked with a large (>1 m) "H" using spray paint on two sides of the tree.

To determine fauna usage, the ground around each tree to be removed will be inspected for scats, and each tree trunk will be inspected for scratch marks and tree hollows. Any fauna utilising the area will be recorded, and where possible, these will be encouraged to leave the area prior to clearing. The location of suitable nearby habitat for the release of fauna that may be encountered during the pre-clearing process will be identified and marked on a map. It is recommended that fauna pre-clearance surveys are conducted within two weeks of commencement of clearing and/or translocation activities to reduce risk of nesting by fauna.

### 5.4.3. Dural Land Snail Surveys

As individuals of the Dural Land Snail as well as Dural Land Snail habitat has been identified within the development footprint, targeted pre-clearance surveys to locate individuals within the development area for translocation into retained areas will be conducted. Suitable areas for relocation of any recorded individuals will be determined in consultation with expert Stephanie Clark or other suitably trained/qualified ecologist prior to commencement of clearing works. Requisite permits/licences for translocation of threatened species will need to be obtained prior to commencement of the pre-clearance surveys and translocation works.

## 5.5. Clearing Supervision

Any trees that were identified as habitat items (see ***Section 5.4.2*** above) will be initially isolated by clearing all other non-habitat trees around them, then left in-situ for a 24-hour period prior to clearance under ecologist supervision. During clearance works standard clearance supervision protocols, as detailed in the FMP, will be

observed. This will involve the ecologist inspecting habitat features immediately prior to disturbance for occupying fauna. Following the initial inspection, each habitat tree will be agitated prior to felling in the presence of an ecologist and then inspected by an ecologist once felled. Inspections will consist of a thorough examination of hollows, nests and decorticating bark to find any remaining resident fauna. A torch will be used to facilitate the inspection of deeper parts of hollows for fauna such as microbats. For each species captured and identified after felling, an experienced ecologist will place the animal in an appropriate container/calico bag and relocate it to an appropriate area outside the disturbance footprint.

## 5.6. Weed Management during Construction

Prior to clearance, infestations of significant weeds (State listed priority weeds under the NSW *Biosecurity Act 2015* and Weeds of National Significance (WONS)) in the subject site will be recorded and mapped (see ***Section 5.4.1***). If recommended by the ecologist, control of weeds will be undertaken to minimise the risk of spread of weeds during clearing. Weed control measures will be species specific as detailed in **Appendix D.**

Prior to clearing, all plant equipment entering the site will be inspected and recommended for wash down (in designated wash down areas) as required to ensure weed material from off-site locations do not establish or spread into native vegetation within the study area. Any weed materials will need to be carefully removed off site in a manner appropriate to the species or at the direction of the ecologist and The Hills Shire Council guidelines so as to prevent the spread of propagules to uncleared areas of native vegetation, both on and off site. Machinery involved in weed management will also be washed down prior to removal from site to prevent weeds from spreading into off site areas.

## 5.7. Seed Collection / Harvest

Seed collection will be undertaken in the study area prior to bushland reconstruction of the subject site. Seeds collected must be germinated and grown in a nursery for later planting during bushland restoration works within the subject site. Use of seed sourced on site for plantings will maintain local genetic diversity of species occurring on site.

Seed collection will be undertaken by a company that specialises in growing endemic native plants from seed collected in bushland areas. This work can be undertaken by the Bush regeneration contractor (BRC) if the BRC chosen has a suitable native plant nursery. Seed collection visits must occur in each season across the study area to obtain a seed collection from as many native species as possible, as flowering and seed setting times vary with species. Seed must be collected from all strata including grass and herb species.

If the requisite quantum of seeds cannot be collected onsite, then seeds may be collected in the first instance within 10 km of the study area. If it can be shown that all reasonable steps have been taken to source from this radius unsuccessfully, then a larger area can be utilised provided:

- Seeds are sourced from the Cumberland Plain;
- Seeds are from species listed in the planting list in **Appendix C**; or

- Seeds are from species listed in the Final Determination for BGHF and STIF.

In the event that substitution of plant species is required due to supply shortages of species listed in **Appendix C**, the replacement/substitution species should be checked with the project ecologist to confirm suitability of the species. Council is also to be notified in the event of species substitution. The substitute species are not to utilised for planting without prior approval from Council.

# 6. Weed Management Plan

## 6.1. Introduction

### 6.1.1. Species Lists

Under the NSW *Biosecurity Act 2015*, state listed Priority Weeds have specific legal requirements for management and have higher management priorities. State listed Priority Weeds and Regional Priority weeds recorded within the subject site and wider Study area during surveys by Cumberland Ecology are listed in **Table 4** below.

A full list of flora species recorded within the subject site, including exotic species is provided in **Appendix B**. Control methods for Priority weeds and other introduced species are detailed in **Appendix D.** Note that as a precautionary measure, the Weed Control Table in **Appendix D** also includes control measures for weed species not specifically recorded within the subject site but known to occur in the study area, locality and wider Sydney area.

**Table 4 State-listed Priority Weeds and Regional Priority weeds recorded in the subject site**

| Scientific name | Common Name | Status |
|---|---|---|
| *Anredera cordifolia* | Madeira Vine | SP |
| *Asparagus aethiopicus* | Asparagus Fern | SP |
| *Asparagus asparagoides* | Bridal Creeper | SP |
| *Asparagus plumosus* | Climbing Asparagus Fern | SP |
| *Cestrum parqui* | Green Cestrum | RP |
| *Lantana camara* | Lantana | SP |
| *Ludwigia peruviana* | Peruvian Water Primrose | RP |
| *Olea europaea subsp. cuspidata* | African olive | RP |
| *Rubus fruticosus* | Blackberry | SP |
| *Sporobolus fertilis* | Giant Parramatta Grass | RP |

*Key: SP – State Priority; RP – Regional Priority*

### 6.1.2. Best Management Practice

Contractors for weed removal within the subject site will have regard to the following, to minimise impacts upon existing vegetation and habitats:

- The main principles of the Bradley Method of bush regeneration, i.e. not over-clearing (remove only targeted species), employment of minimal disturbance techniques to avoid soil and surrounding vegetation disturbance, and replacement of disturbed mulch/leaf-litter;
- Sweep from one end of the weeding zone to the other. During this sweep regrowth individuals of harder to manage weeds that require other techniques such as sawing, digging, drilling etc. should be targeted;

- Removal of fruiting/seeding parts of weeds and vegetative propagules (e.g. tubers of *Asparagus* species) carefully, to minimise spread of plant propagules;
- Spot spray weeds in open areas with no natives with herbicide. Use of chemicals and sprays only during suitable weather conditions (i.e. not during wet or windy conditions), and only during appropriate seasons;
- Use of chemicals and sprays only during suitable weather conditions (i.e. not during wet or windy conditions), and only during appropriate seasons;
- All equipment must be thoroughly cleaned prior to entering the site to minimise contamination;
- Proximity to watercourses and swampy areas; and
- Presence of native fauna or nesting/breeding sites.

## 6.2. Weed Control Methods

Weed control is to be implemented across all management zones within the subject site. All weed removal works must be approached using the strategies outlined below.

#### 6.2.1.1. Manual Weed Removal

Manual removal, or hand weeding, is an effective form of weed control when all viable parts of the plant are removed from the soil (roots, fruiting material and rhizomes) and site. All weeds removed by hand will be handled according to best practice bush regeneration techniques to prevent subsequent seed set from the removed weeds, and the unviable plant material will be retained on site to provide mulch and natural leaf litter to protect the soil surface.

#### 6.2.1.2. Use of Herbicides

All herbicides must be used according to recommendations on the herbicide label. Appropriate Personal Protective Equipment (PPE) must be worn and consideration given to time of day, likelihood of rainfall, wind direction and likely impact on native species as per guidelines on the label. Use of glyphosate will be appropriate for most species. Glyphosate is the preferred herbicide for use in environmentally sensitive areas as it is rapidly broken down by microbes in the soil so residue is short lived and will not affect remnant and planted native individuals in the long term following application. In areas near water courses, an appropriate form of the herbicide must be used to minimise impact to aquatic life and amphibians. Herbicide use must be avoided within 2m of the riparian edges. Examples of appropriate herbicide forms are Roundup Biactive and Clearup Bio 360 which have surfactants that are formulated to minimise harm to amphibians. As runoff is a likely way for herbicide residue to enter watercourses, chemical treatment must be avoided prior to or directly after rains.

It is important to note that there can be legal restrictions and permit requirements for use of specific herbicides for specific plants, and chemical labels and permit requirements always need to be researched prior to herbicide application. While the recommended methods for weed treatment detailed in **Appendix D** are effective, some will require a permit to be undertaken. The relevant permit numbers are PER9907, and

PER11916. These permits need to be obtained from the Federal Government body, the Australian Pesticides and Veterinary Management Authority.

Manual removal will be an appropriate form of control for some species, and all chemical treatment must be carried out according to best practice guidelines. Planting must not occur within 10 days of herbicide application.

#### 6.2.1.3. Removal of Aquatic Weeds

The primary aquatic weed recorded from the dam in the subject site is *Ludwigia peruviana* (Water Primrose). The removal of *Ludwigia peruviana* is to be conducted in a staged manner to maintain aquatic habitat around the dam and will require implementation of the following:

- Small plants can be manually pulled or hoed from the ground;
- Larger infestations will require treatment using herbicide. For this, the dam water level will need to be lowered by up to 1 m if possible. This will allow access to the larger sections of stem for the application of the stem scrape technique and subsequent painting where possible using Vigilant herbicide.
- There is a risk of oxygen depletion after treatment caused by the decomposition of the dead plant material which can kill fish. It may be necessary to treat the dam in sections and let the weeds in each section decompose for approximately two weeks before treating another section;
- As it reproduces readily from fragments, utmost care must be taken when handling this species to avoid fragmenting the plant and spreading the infestation. All plants and fragments removed must be bagged and removed from the subject site and disposed of appropriately; and
- Follow up treatments and ongoing maintenance will be required to control this species in the subject site. Ideally, seedlings should be controlled in the first 18 months of growth, before flowering to manage the soil seed bank.

## 6.3. Types of Weed Control

This section provides information on the types of weed control that will be undertaken, primarily in the revegetation areas. Further information on effective methods for controlling specific weed species present within the subject site and legal and environmentally safe use of herbicides is included in **Appendix D**. Note the weed control methods outlined in **Appendix D** also include control methods for weeds not specifically recorded within the subject site but known to occur in the wider locality as a precautionary measure.

#### 6.3.1.1. Primary Weeding

Primary weeding is the first stage of bushland regeneration. Primary weeding may involve techniques such as:

- The selective spraying of large weed infestations of weeds or cleared areas with no natives present, with selective and non-selective herbicides;

- Cutting/scraping/drilling deep rooted woody weeds and climbers with hand tools, chainsaws and brush cutters and painting cut stumps and scraped surfaces, or filling drilled holes with herbicides containing Glyphosate or Picloram; and
- Selective hand removal of weeds and wicker wiping of tall herbaceous weeds in situations where damage to proximate, low growing native plants can be avoided.

In order to maintain understorey density levels such that vegetation remains suitable as habitat for resident fauna, in particular the Powerful Owl, removal of dense areas of widespread weeds such as Privet (Ligustrum lucidium) should be conducted in a staged manner to avoid creation of large unvegetated gaps. This could include removal of small patches of the weeds at selected spots within a grid followed by immediate replacement with fast-growing/colonising natives such as *Pittosporum undulatum*. Once natives are established in the small gaps created from removal of weeds, further small patches of weeds can be removed from other locations within the grid thereby maintaining a relatively consistent level of understorey density.

#### 6.3.1.2. Maintenance Weeding

Maintenance weeding is to be undertaken throughout the entire subject site to treat any regrowth of weeds.

Maintenance weeding involves the selective removal or treatment of weeds, whilst allowing planted native plants to increase in size, abundance and percentage cover. Weed control during each site visit must target Priority Weeds and Weeds of National Significance, followed by environmental weeds, and then infestations of any weed species within reconstruction areas becoming established to the extent they threaten the viability of native plantings. The follow-up bushland reconstruction works are likely to be required at least every month until weeds are at negligible levels, whereby they do not compete with planted tubestock nor occur in densities greater than 10/$m^2$. Site visits may be more frequent or infrequent depending on weed levels.

It is recommended that any woody weeds, climbers, and key herbaceous weeds identified during reconstruction are subject to a programme of intense follow up weeding around any patches of planted native herbaceous plants to encourage the spread of the native plant species.

Follow-up weeding must be implemented for a minimum period of five continuous years, upon the completion of the initial reconstruction works. After the five-year follow-up and maintenance period has been completed, a review must be conducted to determine on-site maintenance requirements.

## 6.4. Weed Management in the Subject Site

### 6.4.1. Site Preparation

The directions under the following headings must be undertaken sequentially during preparation of the subject site for bushland reconstruction.

#### 6.4.1.1. Sediment Fencing

The subject site would inevitably result in runoff of surface soil after initial weed management works. Temporary silt sediment fencing will need to be installed around the subject site to prevent soil runoff, especially after

heavy rainfall events into surrounding bushland areas and Cumberland State Forest. Fencing should remain during the construction (e.g. building houses) within the study area to help prevent weed and soil run off.

#### 6.4.1.2. Installation of Tree Guards around Native Plants

Prior to commencing the initial weed management, remnant, endemic native herbs, grasses and shrubs in areas adjacent to weeding should have a plastic tree guard around them (with the exception of the large native shrubs/trees). This will protect them from herbicide drift during spraying.

#### 6.4.1.3. Priority Weeds

The first priority for weed treatment in the subject site will be targeting mature individuals of the Priority Weed species and other weeds of regional concern recorded on the site. These species are perennial and take several years to reach reproductive maturity so are easily controlled providing juveniles are continuously eradicated before reaching maturity.

It is recommended that all woody exotic shrubs and midstorey be cut at the base with a chainsaw, brush cutters or other suitable equipment. Immediately after cutting, the base of the stump should be sprayed with Glyphosate. A marker dye should be used in the herbicide solution to ensure areas are not missed. This and other methods to be used to treat exotic species are outlined in detail in **Appendix D**. Knapsack sprayers with a spray cone to direct the spray towards the ground should be used to prevent herbicide drift into adjacent vegetated areas.

#### 6.4.1.4. Initial Weed Treatment

Following control of mature individuals of the main Priority Weed species and other weeds of regional concern, primary weeding should be undertaken throughout the regeneration areas. The aims of primary weeding will be:

- Eliminating any woody weed species;
- Targeting and eliminating any large, dominant infestations of exotic herbs and grasses. Prior to chemical treatment any seed on mature exotic plants should be bagged to prevent seed fall and addition to the exotic soil seed bank of propagules.

The goal of primary weeding for the regeneration areas will be to eliminate all the larger weed infestations to allow planting to take place to fill gaps in the understorey and canopy without competition from weed species.

Primary weeding may involve techniques such as:

- The selective spraying of weeds, with selective and non-selective herbicides;
- Cutting/scraping and painting deep rooted woody weeds and climbers with hand tools, chainsaws and brush cutters and painting cut stumps with herbicides containing Glyphosate or Picloran; and
- Selective hand removal of weeds and wicker wiping of tall herbaceous weeds in situations where damage to proximate, low growing native plants can be avoided.

Primary weeding in the areas supporting remnant native vegetation can be implemented over the course of the first year in all zones where native vegetation is retained (Zone 1, Zone 2, Zone 4, Zone 5 and Zone 6), whereas primary weeding in areas proposed for planting (such as Zone 3) can be implemented just before plantings are undertaken.

During site visits for primary weeding the bushland maintenance team should start from one end of each regeneration area and work towards the other end to achieve the aims listed above through the entirety of each area, and prepare the site for planting. Spot spraying with herbicide will be used in any areas where there is negligible risk to collateral damage of native vegetation as it is more cost and time effective than hand weeding techniques

Following the initial spraying of areas in which revegetation is to take place the site should be left for three weeks to allow time for treated weeds to die back. After this period the entire area should be resprayed with Glyphosate again, with a focus made on treating any exotic plant species that still have green colouring left in foliage.

#### 6.4.1.5. Laying of Weed Suppression Materials

Several days after the second application of herbicide, particularly across Management Zone 3 which largely comprises exotic grassland areas, weed suppression materials can be installed. This will inhibit germination rates of exotic weed seed in the soil, inhibit vegetative regrowth of resilient exotic weed species, and prevent soil runoff of surface soils during rain in the period until native plantings have become established to prevent erosion. Weed suppression material can be a form of biodegradable matting such as jute matting.

Jute matting is a commonly used biodegradable form of matting for bushland regeneration works. The heavier available forms of this product suppress weed growth. Holes would be cut in the matting if used, to allow it to be placed around remnant native plant individuals occurring on the site. Holes would also need to be cut to plant tube stock.

Jute matting, or any other form of weed suppressing layer across the ground will inhibit regrowth of weeds, it will also inhibit regrowth of native plants from seed. For this reason, weed suppression matting should only be used initially to establish the revegetation site while intensive weed control is needed, and be allowed to biodegrade over time without being reapplied, unless required during the establishment period. Following application of weed suppression materials the reconstructed bushland areas will be planted out with native plants as per **Appendix C**.

Tree guards should remain installed around remnant, native herbaceous plants until such time as they mature and set seed. This will prevent predation by exotic herbivorous animal species such as rabbits before they contribute seed to the soil seed bank, and protect them from herbicide drift during maintenance site visits by the bushland contractor.

## 6.5. Ongoing Weed Maintenance

Weed suppression methods such as jute matting will suppress mass regrowth of weeds in reconstruction areas initially, but not entirely prevent regrowth of weeds. The most cost and time effective method of controlling weed regrowth in a revegetation area or weedy bushland area is by spraying a non-selective glyphosate herbicide. A list of effective methods for control of weeds on site is found in **Appendix D**.

Follow-up weeding should be undertaken in all zones that have received past primary weeding treatments in the following months, to treat any regrowth of weeds. Ongoing maintenance of the reconstruction and regeneration areas should occur for a five year period by the contracted bushland regeneration company, and each area should be covered in its entirety once every month, to diminish the soil seed bank of exotic weed species present on site. In order to eliminate the occurrence of these species they need to be controlled before they have a chance to set seed, otherwise progress on the site will not be made.

Tree guards should remain around native remnant plants, and native plants that have been planted, for at least 6 months to protect them from herbivory. Rabbits and other fauna can devastate revegetation areas soon after planting, if tree guards are not used. Tree guards will also allow herbicide to be used for control of the majority of regrowth weeds, without damage to native plants by herbicide drift.

The following sequential steps are recommended to manage each area of the site effectively for each site visit:

1. Initially the bushland regeneration team visiting the subject site should sweep from one end to the other. During this sweep weeds occurring within each tree guard alongside native plants should be removed by hand and any weed occurring within a patch of dominant native plants (such as a patch of grasses). During this sweep regrowth individuals of harder to manage weeds that require other techniques such as sawing, digging, drilling etc. should be targeted.

2. A member of the team should then sweep the entire area, spraying all regrowth weeds between native plantings/remnant natives in open areas with herbicide, and spot spraying where possible in regeneration areas.

It is important during site visits for ongoing weed maintenance that as many weeds as possible are controlled so individuals are not able to achieve maturity and set seed between site visits. Some weed species such as *Bidens pilosa* (Cobbler's Pegs) are prolific seeders, and many exotic plants can have seed that remains viable in the soil for long periods of time. In order to effectively diminish the soil seed bank occurrences of exotic species it is important that individuals are not allowed to set seed.

During site visits for weed control, Priority Weeds, other weeds of regional concern, and WoNS (**Table 4**) should be prioritised for control. Individual plants of these species on site should not be allowed to achieve a reproductive stage in their life cycles. Temporary sediment fencing should be retained until it is determined plants have established enough to prevent surface soil runoff.

Follow-up weeding should be implemented under this VMP for a minimum period of five continuous years, after primary weeding and erosion control and revegetation works have been completed. After the initial five-

year follow-up and maintenance period has been completed, a review should be conducted to determine on-going on-site maintenance requirements and an updated Vegetation Management Plan for the ongoing and in perpetuity management of the Community lot should be developed.

# 7. Restoration and Regeneration Plan

## 7.1. Objectives

The aim of restoration and regenerations actions within the vegetation on the subject site is to achieve the following performance based outcomes:

- Control threats affecting the health of regenerating native vegetation and inhibiting the future regeneration potential of these plant communities;
- Increase species diversity and percentage cover of native vegetation plant species in retained bushland areas;
- Improve the resistance of native vegetation within the retained bushland areas to future weed colonisation and establishment and related threats, by initiating the two above aims; and
- Use measurable indicators to monitor regeneration responses and to assist in prioritising bushland regeneration works during the proposed works program.

## 7.2. Vegetation Protection Measures

### 7.2.1. Fencing

As the vegetation subject to this VMP comprises a mix of APZs, a landscaped frontage and bushland within a community title, no permanent fencing of bushland areas is proposed. Nonetheless, some areas of the subject site will be separated from residential lots via fencing for the residential development. These fencelines form part of the proposed residential development and the locations are indicated in **Figure 6**.

In accordance with Hills Shire Council guidelines, no fencing is required at the boundary of an association lot and adjoining lot/s that form a continuous area of native vegetation, unless the adjoining bushland is subject to grazing activities or similar that would pose a threat to biodiversity. As the bushland within the adjacent Cumberland State Forest and areas that are to be dedicated to NSW State Government for management by NSW Forestry form a continuous area of native vegetation with that within the subject site and will not be subject to grazing or other similar activities, no fencing within the bushland subject to this VMP and adjacent lots to be dedicated to NSW State Government/NSW Forestry is proposed.

All temporary fencing installed to delineate clearing limits for the Demolition DA (approved DA 585/2021/HC) and the Concept Plan DA (approved DA 860/2022/JP) will be removed on completion of works. However, the existing boundary fence between the Property and Cumberland State Forest will be retained.

### 7.2.2. Signage

Signage should be installed at any public access points to the Community Lot bushland, such as at gates and tracks. **Figure 6** provides an indicative layout for signage although this is subject to change. The aim of the signage is to inform residents and public of the presence of environmentally significant vegetation and should be designed based on the following rules:

- A limited text count and simple language;

- Focus on visually attractive images to draw in readers;
- Highlight the nature and importance of the remnant bushland fragments in an urban landscape; and
- Made of a durable material with permanent and legible wording.

Signs should have a minimum size of A3 (297 mm x 420 mm). As a minimum, the signage should contain wording such as "*The vegetation within this bushland is protected. Activities such as firewood collection, bushrock removal, picking of native flowers and dumping of garden waste are prohibited*"

## 7.3. Recommended Revegetation Techniques

Appropriate plant species for BGHF and STIF within the subject site are provided in **Appendix C** and are to be used for selective re-vegetation of the subject site. As Zone 8 (Landscape Plantings) and Zone 9 (Dams and Basins) are not proposed to be revegetated but maintained in their current form (albeit with weed management), the revegetation techniques outlined in this chapter do not apply to Management Zone 8 and Management Zone 9. The subset of BGHF and STIF groundcover species suitable for use within APZs (Management Zone 4 and Management Zone 6) and the Fuel Management Area (Management Zone 7) is indicated in **Appendix C**.

Plantings to be planted will be sourced from local provenance stock. These may come from seed collections or cuttings taken from within the existing remnant vegetation and from additional sources such as from the Bush Regeneration Contractor (BRC).

Local native plant species should be collected using principles prescribed in 'Bringing the Bush back to Western Sydney' (DIPNR, 2003). Seeds and vegetative propagules should be of local provenance from within the Hills Shire Council LGA, and not more than 10 kilometres from the site, be used for collection and propagation in a local commercial or community nursery.

It may be necessary to get the required amounts of seed and vegetative material contract-collected and grown-on by specialist nurseries. Local native plants should be grown in "Hiko" tube, maxi cell or viro-tube, or Forestry Tube-type containers.

### 7.3.1. Species Selection and Planting Densities

#### 7.3.1.1. Species Selection

It is recommended that a mix of local native trees, shrubs, and ground layer plants are replanted at the specified densities outlined below. Lists of suitable plant species for revegetation of BGHF and STIF are provided in **Appendix C**. All plants must be disease and pest-free, hardened off and well-watered at the time of planting. All plants are to be provided in a healthy condition. They must have good root development and a sturdy shoot system.

Final species selection will be based upon:

- Availability of seed material;

- Exclusion of plants likely to naturally regenerate on the site; and
- Previous experience with species re-vegetation performance.

In order to maintain understorey density levels such that vegetation remains suitable as habitat for resident fauna, in particular the Powerful Owl, fast-growing/colonising natives such as *Pittosporum undulatum* should be utilised to establish a degree of native understorey cover upon removal of dense patches of weeds. Subsequent revegetation should have due consideration to the initial colonising species utilised with species selection adjusted accordingly.

#### 7.3.1.2. Plant Densities

Densities of the various strata for BGHF and STIF will differ between Bushland areas (Zone 1, Zone 2, Zone 3 and Zone 5), APZ areas (Zone 4 and Zone 6) and the HRCA (Zone 7).

**i. Bushland Areas**

Although specific strata will be planted only in some bushland management zones (Zone 2, Zone 3), all bushland management zones should have the following indicative densities (or higher) for the various strata:

- Canopy Trees: 1 unit / 10 $m^2$
- Shrubs: 1 unit / 10 $m^2$
- Groundcovers: 3-4 units / 1 $m^2$ planted in clumps/thickets.

Revegetation should have due consideration to the initial colonising species utilised following primary weeding with species selection adjusted accordingly to maintain adequate plant densities.

**ii. APZ Areas**

**a. Zone 4a**

While all existing canopy trees are to be retained within this APZ area, no further trees are to be planted. Retained trees are to be trimmed/pruned as required to achieve the following IPA requirements:

- Tree canopy cover should be less than 15%;
- Lower limbs should be removed up to height of 2 metres above the ground; and
- Tree canopies should be separated by 2 - 5 metres.

Shrubs and groundcovers can be planted between trees provided:

- Shrubs are not located within the canopy 'drip zone' of trees and form <10% cover; and
- Grass and other groundcovers are kept mown are kept mown to a height of no more than 100mm; and
- Leaves and vegetation debris are removed off-site.

**b. Zone 4a**

While all existing canopy trees are to be retained within this APZ area, no further trees are to be planted. Retained trees are to be trimmed/pruned as required to achieve the following OPA requirements:

- Tree canopy cover should be less than 30%; and
- Tree canopies should be separated by 2 - 5 metres.

Shrubs and groundcovers can be planted between trees provided:

- Shrubs form <20% cover and do not form a continuous canopy;
- Grass and other groundcovers are kept mown are kept mown to a height of no more than 100mm; and
- Leaves and vegetation debris are removed.

**c. Zone 6**

Locally endemic canopy trees are to be retained where feasible within this APZ area with further planting of trees to be adjusted based on the extent of trees retained. Retained trees are to be trimmed/pruned as required to achieve the following OPA requirements:

- Tree canopy cover should be less than 30%; and
- Tree canopies should be separated by 2 - 5 metres.

Shrubs and groundcovers can be planted between trees provided:

- Shrubs form <20% cover and do not form a continuous canopy;
- Grass and other groundcovers are kept mown are kept mown to a height of no more than 100mm; and
- Leaves and vegetation debris are removed.

**iii. Fuel Management Area**

While all existing canopy trees are to be retained within the Fuel Management Area, no further trees are to be planted. Retained trees are to be trimmed/pruned as required to achieve the issued hazard reduction requirements:

- All trees greater than 3m in height or greater than 300mm in girth (measured at 1.3m above ground) are to be retained;
- Skirting of trees (removal of branches within 2m of the ground) is permitted to a maximum distance of 20m from the rear of adjacent buildings; and
- At least 75% ground cover should be maintained.

**iv. Fringing Dam Vegetation**

As the purpose of revegetation within Zone 9 is primarily to allow for stabilisation of dam banks via planting of fringing aquatic vegetation rather than creation of BGHF or STIF, no specific planting densities are provided. Any existing native aquatic vegetation such as *Eleocharis sphacelata* should be allowed to colonise dam walls naturally with supplementary planting provided as required to stabilise the banks of the dam.

### 7.3.2. Characteristic Planting Units

It is advised that species should be planted in characteristic planting units to correspond with the topology, aspect, soil type and proximity to water.

Grasses may be planted in clumps of 3+ (spaced 15–20 cm apart within clumps) to generate physical / structural support for each other and microclimates. Wind pollinated grasses may be particularly planted in clumps to aid fertilisation and to create a natural grassland understorey within the bushland areas.

### 7.3.3. Re-vegetation Objectives to Maximise Fauna Utilisation

Native canopy, shrub and ground cover species can also establish and enhance habitat for local fauna species with the potential to occur or known to occur within the subject site. Species considerations to maximise fauna utilisation of the subject site include:

- Increase winter flowering species;
- Include marsupial feed trees;
- Increase trees and groundcovers favoured by arboreal mammals such as flowering Eucalypts; and
- Include species that mature to form tree hollows (such as Eucalypts) for hollow-dependent fauna.

In particular, staging of revegetation should be closely aligned with staged primary weeding, using fast-growing/colonising natives such as *Pittosporum undulatum* to establish a degree of native understorey cover upon removal of dense patches of weeds such that vegetation remains suitable as habitat for resident fauna, in particular the Powerful Owl.

## 7.4. Site Preparation

Site preparation activities for bushland areas will include preliminary weed control. Areas with existing native vegetation will largely be left to regenerate naturally with ongoing and sustained weed eradication.

Recommended strategies should include:

- Initial and ongoing control of weeds and competing grasses using bushland regeneration techniques and conventional best practice chemical and physical strategies;
- Stabilising soils within areas (if required) using square jute fibre mats, or a similar sturdy biodegradable material, in areas following initial weed control;

- Planting of trees, shrubs, and ground cover species in Zone 2 and Zone 3 with assistive supplemental planting of shrubs and groundcover in Zone 1 and Zone 5 as required; and
- Maintaining regeneration treatments (weeding, replacing dead plantings and repairing / replacing weed mat if need during the planting establishment period), as a part of an ongoing maintenance programme.
- Jute matting or a similar sturdy, biodegradable material should be used to curtail erosion.

## 7.5. Costings

**Table 5** provides a very high level estimate of costings for the implementation and maintenance for the life of this VMP. All estimations are based on previous projects and prices quoted during the writing of this report. Although every effort has been made to provide accurate cost estimates, final costs are still subject to a high degree of variability based on the availability of resources and other unforeseen economic factors. Therefore, the costing provided should be considered a general guide as totals may vary over the life of the VMP and should be updated as required following receipt of formal quotes from bush regeneration contractors.

#### 7.5.1.1. Inclusions

Although Zones 1 and 5 will be allowed to regenerate naturally, an allowance for assistive revegetation has been incorporated into the costing by calculating revegetation costs for 10% of the area of Zone 1 and Zone 5. The requirement for assistive regeneration will be determined during the initial monitoring periods and will be implemented in Year 1 if required. Allowance has also been made for some tree planting within Zone 6 and seeding of grasses in a proportion of the APZ areas.

Maintenance visits include ongoing weeding, watering until establishment, plant replacement at 5% of total plant costs in first year and 2.5% in second year. Maintenance visits also include CPI increases of 3% each year. However, the number of hours labour is assumed to decrease overtime as less maintenance is likely to be required.

#### 7.5.1.2. Exclusions

Sediment fencing and temporary fencing for site delineation has not been included within this VMP as it is assumed these will form part of civil works.

Costings for seed collection have not included in these estimates as the full extent of area from which seed is to be collected is currently unknown as the collection of an adequate supply of seeds will vary with seasons and plant conditions.

**Table 5 High Level Cost Estimate for VMP**

| Task | Establishment | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Primary Weeding (All zones): $12/m2 for 39100 $m^2$ | $469,200.00 | | | | | |
| Jute matting | $25,000.00 | | | | | |
| Hiko Planting Ground Cover (3 units/m2 for 800 $m^2$) (10% of Zone 1) | | $6,000.00 | | | | |
| Hiko Planting Shrub (1 unit/10 m2 for 800 $m^2$) (10% of Zone 1) | | $200.00 | | | | |
| Hiko Planting Ground Cover (3 units/m2 for 9000 $m^2$) (Zone 2) | $67,500.00 | | | | | |
| Hiko Planting Shrub (1 unit/10 m2 for 9000 $m^2$) (Zone 2) | $2,250.00 | | | | | |
| Hiko Planting Ground Cover (3 units/m2 for 4100 $m^2$) (Zone 3) | $30,750.00 | | | | | |
| Hiko Planting Shrub (1 unit/10 m2 for 4100 $m^2$) (Zone 3) | $1,025.00 | | | | | |
| Hiko Planting Canopy (1 unit/10 m2 for 4100 $m^2$) (Zone 3) | $1,025.00 | | | | | |
| Hiko Planting Ground Cover (assumed 1 unit/$m^2$ for 5500 $m^2$) (Zone 4a & 4b) | $13,750.00 | | | | | |
| Hiko Planting Ground Cover (3 units/m2 for 280 $m^2$) (10% of Zone 5) | | $2,100.00 | | | | |
| Hiko Planting Shrub (1 unit/10 m2 for 280 $m^2$) (10% of Zone 5) | | $70.00 | | | | |
| Hiko Planting Ground Cover (assumed 1 unit/$m^2$ for 1300 m2) (Zone 6) | $3,250.00 | | | | | |
| Hiko Planting Canopy (1 unit/10 m2 for 130 $m^2$) (10% of Zone 6) | $32.50 | | | | | |

| Task | Establishment | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Direct Seeding of native grasses (50% of Zone 2 and Zone 3. 6550m² @ $3/m²) | $19,650.00 | | | | | |
| Direct Seeding of native grasses (25% of Zone 4, 4a, 4b and Zone 6. 1700m² @ $3/m²) | $5,100.00 | | | | | |
| Direct Seeding of native grasses (10% of Zone 7. 330m² @ $3/m²) | $990.00 | | | | | |
| Tree guards (for trees and shrubs) (Zones 1, 2, 3 and 5) | $2,500.00 | | | | | |
| 24 Star Pickets (Photo reference points) | $600.00 | | | | | |
| Maintenance Visits (Weeding and Plant Replacement) | | $32,204.11 | $16,102.05 | $8,240.00 | $6,180.00 | $4,120.00 |
| Photomonitoring and reporting | | $4,120.00 | $3,347.50 | $2,575.00 | $2,575.00 | $2,575.00 |
| Total Costs | $642,622.50 | $44,694.11 | $19,449.55 | $10,815.00 | $8,755.00 | $6,695.00 |
| | | 12 Maintenance Visits 4 Monitoring Visits | 6 Maintenance Visits 3 Monitoring Visits | 4 Maintenance Visits 2 Monitoring Visits | 4 Maintenance Visits 2 Monitoring Visits | 4 Maintenance Visits 2 Monitoring Visits |

## 7.6. Schedule of Works

The measures that are planned over the five year time period of this VMP are as follows:

### 7.6.1. Year 1 and 2

- Weed control;
- Planting of canopy species (Zone 3, potentially Zone 2 and 6);
- Planting of shrub, and groundcover species (Zone 2, Zone 3, potentially Zone 1 and 5 if natural regeneration does not occur);
- Planting of selective subset of shrub and groundcover species in APZs (Zone 4a, Zone 4b, Zone 6);
- Replacement of any tube stock individuals that have died between site visits;
- Management fuel loads within APZs; and
- Monitoring, management and reporting.

### 7.6.2. Years 3, 4, and 5

- On-going weed control;
- Replacement of tube stock as required;
- Additional supplemental planting if natural regeneration does not occur;
- Management of APZ fuel loads; and
- Monitoring, management and reporting.

Vegetation management and maintenance of the proposed Community Lot will be ongoing and in perpetuity. After the initial five-year follow-up and maintenance period has been completed, a review will be conducted to determine on-going on-site maintenance and management requirements.

# 8. Monitoring and Reporting

A project manager/supervisor with the Bush Regeneration Contractor (BRC) should be assigned to coordinate, supervise and manage all works and correspondence with respect to the restoration and management of the subject site. The project manager must be available for the duration of the project and become familiar with the site and progress of all aspects of works undertaken.

The project manager will be responsible for allocation of maintenance tasks to personnel in response to establishment issues and other factors as monitoring results are reported (e.g.: plant losses/re-planting, weed control, irrigation). Regular monitoring and feedback from personnel will assist in the allocation of labour relative to available funds.

## 8.1. Monitoring Program

The following activities are to be conducted as part of the monitoring program:

- Establish a series of fixed monitoring points. At least one monitoring location should be established for each management zone. Indicative locations for photo points are shown in **Figure 7**. Four photos will be taken at each monitoring point prior to commencement of the restoration works in a north, south, east, and west direction to establish a baseline visual assessment of the site. Four photos should also be taken from each monitoring point during each monitoring survey to visually document the progression of the restoration works;
- Conduct random meanders across the site, noting species diversity of different strata and significant areas of failed plantings;
- Note any other weed outbreaks in the regeneration and restoration areas. This can be done while walking between monitoring points;
- Note survival percentage of any planting undertaken for each management zone;
- Note areas where erosion control is inadequate and needed; and
- Note areas where natural regeneration of native species is not occurring and planting is needed.

Monitoring will be conducted before weed control commences. Once initial plantings are complete in necessary locations, monitoring will be conducted every year for the life of the VMP. Maintenance visits will initially be conducted once every month in the 1st year of the VMP. This can be reduced to once every two months from the 2nd year of the VMP and then to every three months in Years 3 – 5 following establishment of vegetation. This results in 12 maintenance visits in Year 1, six visits in Year 2 and 4 visits in Years 3 – 5.

## 8.2. Reporting

Based on the results of annual monitoring inspections a brief and concise annual report will be prepared documenting the progress of restoration works against the performance criteria outlined in **Table 6** and **Table 7**. Each annual report is to be submitted to The Hills Shire Council and the Commonwealth Department of Climate Change, Energy, the Environment and Water. The annual reports will:

- Describe any rehabilitation and revegetation works undertaken;
- State the findings of the monitoring activities;
- Discuss any problems encountered in implementing the VMP; and
- Recommend any adaptations or additions to the VMP for the next year's works.

Each annual report should contain the photographs, as well as a short description of weeds in each quadrat and a short comparison of the photographs to the previous years. Any other notable occurrences of weeds should also be reported. The reports should also recommend and prioritise areas where weed control should be targeted.

A final report should be prepared at the end of the five year period of this VMP documenting the success of the works against performance criteria. This report should also provide recommendations for ongoing and in perpetuity management and monitoring strategies based on the vegetation condition at the end of the duration of this VMP.

# 9. Timing and Responsibilities

The subject site is to be managed in a series of phases as follows:

- Phase 1 – Site Preparation
- Phase 2 – APZ Establishment
- Phase 3 - Restoration Works Commence
- Phase 4 – Maintenance
- Phase 5 – Monitoring and Reporting

Timing and responsibilities at each phase of management within the subject site are shown within **Table 6**. These tables assign each activity for the subject site within each phase to those responsible.

**Table 6 Timing and Responsibilities for VMP work**

| Action | Responsibility | Performance Criteria | Performance Measure | Action Required if Performance Criteria is Not Met | Timing |
|---|---|---|---|---|---|
| ***Phase 1 Site Preparation*** | | | | | |
| Seed Collection | Bush Regeneration Contractor | Seed collected from native plants and germinated; or<br>BRC to commission the propagation of plants required for VMP works to ensure adequate supply. | Species list of all seeds collected includes all species present on site prior to clearing. | Increase seed collection or source additional seed from local nursery if seed isn't available on-site. | Immediately |
| Delineation of clearing boundary | Property Owner or Subcontractor | Marking using GPS and high visibility tape, fencing and boundary markers. | All clearing boundaries have been clearly marked and photographs taken for documentation. | Delineate all clearing boundaries. | Before construction works commence |
| Establish fixed monitoring points | Bush Regeneration Contractor or Ecologist | Using star pickets and GPS establish a series of monitoring sites that can be used for photograph comparison, measuring weed and plant retention. | All monitoring points have a star picket installed and photographs taken for documentation. | Install star picket at all monitoring points. | Prior to commencement of Reconstruction and Weeding works |

| Action | Responsibility | Performance Criteria | Performance Measure | Action Required if Performance Criteria is Not Met | Timing |
|---|---|---|---|---|---|
| Flora Pre-clearing Surveys | Ecologist | Identify any locations of significant weed infestations requiring control. | Pre-clearing surveys are completed and results are documented. | Undertake pre-clearance surveys. | Prior to any vegetation clearing |
| Installation of signage identifying areas of bushland reconstruction | Property Owner or Subcontractor | All areas adjacent to native vegetation to be planted. | Signs have been installed and locations documented. | Install signs in appropriate area. | Prior to commencement of Phase 2 |
| Implementation of appropriate sediment/erosion controls | Property Owner or Subcontractor | Adequate controls are implemented so no erosion or sedimentation into areas of bush land reconstruction occurs | Photograph at each monitoring point. | Installation of additional sediment/erosion controls and or fix existing controls. | Prior to any vegetation clearing |
| ***Phase 2 – APZ/Fuel Management Area*** | | | | | |
| Pruning/Trimming of Canopy in APZ/Fuel Management areas | Property Owner, Bushfire consultant or other nominated contractor | Canopy cover is pruned/trimmed | Canopy cover meets requirements of an IPA (APZ areas) or hazard reduction requirements (fuel management area) | Additional pruning/trimming works in accordance with recommendations from bushfire consultant or per RFS requirements | Following primary weed removal but prior to revegetation works |

| Action | Responsibility | Performance Criteria | Performance Measure | Action Required if Performance Criteria is Not Met | Timing |
|---|---|---|---|---|---|
| Determination of locations for shrub plantings | Bushfire consultant or other nominated contractor | Shrubs, if planted, are not located under retained trees (APZ areas only) | Shrub cover meets requirements of an IPA (zone 4) or OPA (Zone 6) | Additional pruning/trimming works in accordance with recommendations from bushfire consultant | Following primary weed removal and determination of retained tree extent |
| ***Phase 3 - Restoration Works Commence*** | | | | | |
| Baseline Condition records. | Bush Regeneration Contractor | Photographs of fixed monitoring sites before initial weeding | Photograph have been taken. | Take photographs. | Prior to commencement of restoration works |
| Carry out initial weeding. | Bush Regeneration Contractor/ Botanist | Main weed infestations and priority weeds and WONS removed - Reproductively mature plants absent from site. | Primary weeding completed and documented. | Targeted weeding | First month of restoration works |
| Revegetate reconstruction areas. Canopy, small tree, shrub, and ground cover species are planted according to species list in Appendix C. | Bush Regeneration Contractor | Native plants have been planted in all vegetation strata. | Revegetation has occurred and been documented. | Undertake revegetation works. | Immediately upon establishment of reconstruction areas |
| Fixed Point Monitoring. | Bush Regeneration Contractor | Photographs of fixed monitoring sites to compare the survival and retention of plantings. | Photographs have been taken. | Take photographs. | Every month in 1st year of VMP, every two months in 2nd |

| Action | Responsibility | Performance Criteria | Performance Measure | Action Required if Performance Criteria is Not Met | Timing |
|---|---|---|---|---|---|
| | | | | | year, then quarterly in years 3 - 5. |
| Carry out maintenance weeding. | Bush Regeneration Contractor | Weed regrowth following primary weeding removed. Work has commenced on control of annual weed species. | Weeding of regrowth following primary weeding completed and documented. | Targeted weeding. | Following primary weeding, site visits monthly. |
| ***Phase 4 – Maintenance*** | | | | | |
| Carry out maintenance weeding throughout the site | Bush Regeneration Contractor | Priority weeds cover is reduced annually, ranging from less than 2-10% cover over the 5 year period (see Table 7 for details) | Monitoring point 20x20 m quadrat data results. | Undertake maintenance weeding. | Monthly for the duration of 5 year maintenance period under VMP |
| | | Non-priority weed cover is reduced annually, ranging from less than 4-15% cover over the 5 year period (see Table 7 for details) | Monitoring point 20x20 m quadrat data results. | | |
| | | No new weed species or 'large scale / dense' weed infestations, including the encroachment of exotic lawn/vegetation into area of bush land regeneration. | Monitoring point 20x20 m quadrat data results. | | |

| Action | Responsibility | Performance Criteria | Performance Measure | Action Required if Performance Criteria is Not Met | Timing |
|---|---|---|---|---|---|
| | | Large scale/dense infestation = an area >2m x 2m without successfully established native plantings.<br>New weed infestations = areas with infestation not previously recorded on the site in quarterly / annual monitoring reports | | | |
| Maintenance of plantings | Bush Regeneration Contractor | Survival rate of plantings is 90-95% in earlier years. or stratum density is similar to that specified in the VMP via natural recruitment | Monitoring point 20x20 m quadrat data results. | Any dead plantings replaced, especially if natural recruitment does not occur | Annually for the duration of 5 year maintenance period under VMP |
| | | Species diversity and density equal to or greater than baseline data | Monitoring point 20x20 m quadrat data results. | Additional plantings where required due to observed gaps in any strata. | |
| | | Plants watered when drought stressed | Plants are watered during times of drought and documented. | Water plants in times of drought. | |
| Mowing/Trimming within APZ/Fuel Reduction areas | Bush Regeneration | Ground cover is mown and tree cover/shrub cover is trimmed | Various strata cover are as per | Additional trimming or mowing to be conducted | As required across duration of 5 year |

| Action | Responsibility | Performance Criteria | Performance Measure | Action Required if Performance Criteria is Not Met | Timing |
|---|---|---|---|---|---|
| | Contractor or other nominated contractor. Bushfire consultant to advise as required | | requirements for an IPA/OPA or fuel management area | until vegetation strata are at requisite levels for the zone | maintenance period under VMP. Frequency of maintenance dependent on growth exceeding relevant levels. |
| **Phase 5 - Monitoring and reporting** | | | | | |
| Inspection of site completed as outlined in Chapter 8 | Bushland Management or Ecologist | Survival rate of plantings is 90-95% in earlier years. or stratum density is similar to that specified in the VMP via natural recruitment | Monitoring point 20x20 m quadrat data results. | Undertake replanting, especially if natural recruitment does not occur | Annually for 5 year maintenance period of VMP |
| | | Priority weeds cover is reduced annually, ranging from less than 2-10% cover over the 5 year period (see Table 7 for details) | Monitoring point 20x20 m quadrat data results. | Targeted weeding. | |
| | | Non-priority weed cover is reduced annually, ranging from less than 4-15% cover over the 5 | Monitoring point 20x20 m quadrat data results. | Targeted weeding. | |

| Action | Responsibility | Performance Criteria | Performance Measure | Action Required if Performance Criteria is Not Met | Timing |
|---|---|---|---|---|---|
| | | year period (see Table 7 for details) | | | |
| | | Species diversity and density equal to or greater than previous inspection. | Monitoring point 20x20 m quadrat data results. | Undertake replanting and/or plant additional species. | |
| | | No encroachment of exotic lawn/vegetation into area of bush land regeneration | Monitoring point 20x20 m quadrat data results. | Targeted weeding and/or installation of physical barrier. | |
| | | No erosion or sedimentation into areas of bush land regeneration. | Photographic evidence | Installation of further sediment/erosion controls. | |
| Progress report preparation. | Bushland Management or Ecologist | Annual Report prepared on progress of restoration works including all data collected in biannual inspections. | Results of data analysis of all data collected in biannual inspections. | Undertake corrective measures including: targeted weeding, replanting or additional species plantings and install additional sediment/erosion controls. | Once a year for the 5 year maintenance period of VMP |
| Final Inspection of Site carried out at completion of VMP. | Bushland Management or Ecologist | Survival rate of plantings is 95% or stratum density is similar to that specified in the VMP via natural recruitment | Monitoring point 20x20 m quadrat data results. | Extend life of VMP until performance criteria is met. | After 5 years of maintenance under VMP |

| Action | Responsibility | Performance Criteria | Performance Measure | Action Required if Performance Criteria is Not Met | Timing |
|---|---|---|---|---|---|
| | | Priority weeds to be less than 2% cover. | Monitoring point 20x20 m quadrat data results. | Extend life of VMP until performance criteria is met. | |
| | | Non-priority weeds to be less than 4% cover. | Monitoring point 20x20 m quadrat data results. | Extend life of VMP until performance criteria is met. | |
| | | Species diversity and density equal to or greater than previous inspection. | Monitoring point 20x20 m quadrat data results. | Extend life of VMP until performance criteria is met. | |
| | | No encroachment of exotic lawn/vegetation into area of bush land regeneration | Monitoring point 20x20 m quadrat data results. | Extend life of VMP until performance criteria is met. | |
| Final Report. | Bushland Management or Ecologist | Final report detailing success of restoration or outlining further works needed. | Results of data analysis of all data collected for the life of the VMP. | Extend life of VMP until performance criteria are met. | After 5 years of maintenance under VMP |

**Table 7 Performance Criteria for Weed Cover and Planting density**

| Performance Criteria | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| Priority weed cover | <15% | <10% | <7.5% | <5% | <2.5% |
| Non-priority weed cover | <20% | <15% | <12% | <10% | <5% |
| Presence of new weed species or 'large scale / dense' weed infestations,<br>(Large scale/dense infestation = an area >2m x 2m without successfully established native plantings.<br>New weed infestations = areas with infestation not previously recorded on the site in quarterly / annual monitoring reports) | 2 - 3 scattered patches maximum | 1-2 scattered patches maximum | None | None | None |
| Survival rate of plantings | 80% | 85% | Survival rate of plantings is 90% or stratum density is similar to that specified in the VMP via natural recruitment | Survival rate of plantings is 95% or stratum density is similar to that specified in the VMP via natural recruitment | Survival rate of plantings is 95% or stratum density is similar to that specified in the VMP via natural recruitment |

# 10. References


Botanic Gardens Trust. (2008). Best Practice Management Guidelines for Phytophthora cinnamomi within the Sydney Metropolitan Catchment Management Authority Area. In. Sydney: Botanic Gardens Trust, Royal Botanic Gardens.

Cumberland Ecology. (2023). *55 Coonara Avenue, West Pennant Hills NSW: Commonwealth Preliminary Documentation*. Epping, NSW: Cumberland Ecology Pty Ltd.

DEC. (2005). *Recovering bushland on the Cumberland Plain: Best Practice Guidelines for the Management and Restoration of Bushland*. Sydney: Department of Environment and Conservation (NSW).

Department of the Environment. (2023a). Blue Gum High Forest of the Sydney Basin Bioregion in Community and Species Profile and Threats Database. Retrieved from http://www.environment.gov.au/cgi-bin/sprat/public/publicshowcommunity.pl?id=47

Department of the Environment. (2023b). Turpentine-Ironbark Forest of the Sydney Basin Bioregion in Community and Species Profile and Threats Database. Retrieved from https://www.environment.gov.au/cgi-bin/sprat/public/publicshowcommunity.pl?id=38

DIPNR. (2003). *Bringing the Bush Back to Western Sydney: Best Practice Guidelines for Bush Regeneration on the Cumberland Plain*. Sydney: Department of Infrastructure, Planning and Natural Resources.

DoE. (2014a). *Approved Conservation Advice for Blue Gum High Forest of the Sydney Basin Bioregion*. Canberra: Department of the Environment.

DoE. (2014b). *Approved Conservation Advice of Turpentine-Ironbark Forest in the Sydney Basin Bioregion*. Canberra: Department of the Environment.

Keystone Ecological. (2021). *Biodiversity Development Assessment Report: Demolition Stage – Lot 61 DP 737386, 55 Coonara Avenue West Pennant Hills*. Empire Bay, NSW: Keystone Ecological Pty Ltd.

Keystone Ecological. (2022). *Biodiversity Development Assessment Report (V2.2) Concept Development Application: Detailed Civil Works, Southern Housing Precinct and Apartment Precinct – Lot 61 DP 737386, 55 Coonara Avenue West Pennant Hills*. Empire Bay, NSW: Keystone Ecological Pty Ltd.

LLS: Greater Sydney. (2019). *Greater Sydney Regional Strategic Weed Management Plan 2017 - 2022 - Revised September 2019*: Local Land Services NSW.

LLS: Greater Sydney. (2021). *Greater Sydney Regional Strategic Weed Management Plan 2017 - 2022. Developed in partnership with the Greater Sydney Regional Weed Committee - Revised July 2021*: Greater Sydney Local Land Services.

NSW Rural Fire Service. (2019). *Planning for Bushfire Protection*. Granville: NSW Rural Fire Service.

NSW Scientific Committee. (2007). Final Determination: Blue Gum High Forest in the Sydney Basin Bioregion - critically endangered ecological community listing. Retrieved from https://www.environment.nsw.gov.au/topics/animals-and-plants/threatened-species/nsw-threatened-species-scientific-committee/determinations/final-determinations/2004-2007/blue-gum-high-forest-sydney-basin-bioregion-critically-endangered-ecological-community-listing

NSW Scientific Committee. (2019). Final Determination: Sydney Turpentine Ironbark Forest in the Sydney Basin Bioregion - critically endangered ecological community listing. Retrieved from https://www.environment.nsw.gov.au/topics/animals-and-plants/threatened-species/nsw-threatened-species-scientific-committee/determinations/final-determinations/2019/sydney-turpentine-ironbark-forest-critically-endangered-ecological-community

The Hills Shire Council. (2015). *Vegetation Management Plan Guideline*: The Hills Shire Council.

Threatened Species Scientific Committee. (2005a, 2005). Commonwealth Listing Advice on Blue Gum High Forest of the Sydney Basin Bioregion. Retrieved from https://www.dcceew.gov.au/environment/biodiversity/threatened/conservation-advices/blue-gum-high-forest-sydney-region

Threatened Species Scientific Committee. (2005b, 2005). Commonwealth Listing Advice on Turpentine-Ironbark Forest of the Sydney Basin Bioregion. Retrieved from https://www.dcceew.gov.au/environment/biodiversity/threatened/conservation-advices/turpentine-ironbark-forest-sydney-basin-bioregion

# APPENDIX A :

## Compliance with Commonwealth Recovery Plan/Threat Abatement Plan

## A.1. Blue Gum High Forest

There is no adopted or made recovery plan for BGHF. Nonetheless, the listing advice (Threatened Species Scientific Committee, 2005a) and Conservation Advice (DoE, 2014a) list several priority recovery and threat abatement actions that are beneficial to BGHF. An assessment of compliance of the proposed action with these priority actions is provided in **Table 8**.

**Table 8 Compliance with Recommended Priority Actions for BGHF**

| Priority Actions | Proposed Action compliance |
|---|---|
| *Habitat loss, Disturbance and Modification* | |
| Prevent further clearing or fragmentation of the ecological community through the protection of protected remnants and/or local council zoning | The Property has been rezoned such that the majority of the high quality bushland, comprising a mix of BGHF and TIF, has been zoned for conservation while vegetation within areas zoned residential largely comprises planted vegetation and weedy/low quality regrowth areas from historic land uses. |
| Restore and enhance remaining areas of Blue Gum High Forest of the Sydney Basin Bioregion to create buffer zones and to link fragments with remnants of other native vegetation; | Vegetation to be restored/enhanced under this VMP is located near the boundary with Cumberland State Forest therefore increasing linkages with vegetation within Cumberland State Forest.<br><br>Further areas of the bushland vegetation within the wider Property are to be dedicated to the NSW Government and managed by Forestry NSW as an extension of Cumberland State Forest. The vegetation within the wider Property is to be managed/enhanced under a separate Vegetation Management Plan prior to the dedication. |
| Avoid removal of isolated canopy trees characteristic of the ecological community or isolated patches of remnant vegetation <1 hectare in the local government areas where it occurs, as these provide important connectivity and habitat refugia functions | Isolated canopy trees/isolated patches within the Property occur outside of the area subject to the proposed development and this VMP. However, the area subject to this VMP contains denuded areas with shrubby regrowth near the boundary with Cumberland State Forest. These areas are proposed to be revegetated to BGHF, thus providing increased connectivity with vegetation in Cumberland State Forest |
| Control and regulate impacts from people, bikes and other vehicles via fencing, signage and determining which existing tracks should be closed or remain open. | Current bush tracks within Cumberland State Forest extend into bushland areas within the Property. However, these occur outside the area subject to this VMP. |

| Priority Actions | Proposed Action compliance |
|---|---|
| | Areas subject to this VMP will either be dedicated to the NSW Government as an extension to Cumberland State Forest or managed under Community Title (see Figure 5). As outlined in Section 7.2.1, under the local Council guidelines , no fencing is required at the boundary of adjoining lots that form a continuous area of native vegetation, unless the adjoining bushland is subject to grazing activities or similar. As the bushland within the both the Community Title area and the additional areas to be dedicated as part of Cumberland State Forest are not subject to grazing activities or similar, no permanent fencing is proposed within the bushland areas.<br><br>Areas under Community Title will be separated from residential lots via fencing for the residential development. This fencing is part of the proposed residential development and the locations are indicated in **Figure 6**.<br><br>All temporary fencing installed to delineate clearing limits and work zones for the development areas for the Demolition DA (approved DA 585/2021/HC) will be removed on completion of works.<br><br>Appropriate educational signage will be installed as part of management actions under the relevant VMP |
| Develop and implement appropriate management regimes to prevent further loss or decline of functionally important species and reduction in community integrity | VMPs have been prepared to guide management of retained vegetation within the property. Actions include weed management with a focus on removal of priority weeds such as Lantana and Privet, revegetation of denuded/cleared areas to fully structural BGHF and planting of diverse canopy species, characteristic of BGHF (such as Eucalyptus piluaris and Angophora costata) in areas characterised by Eucalyptus saligna only. |
| Control run-off entering sites where it would cause erosion or detrimental change in nutrient or sediment levels, and undertake restoration works to restore natural hydrology | The proposed development includes multiple management plans for management of stormwater, sediment/erosion control, waste management and dust management to control run-off from the development footprint |
| Liaise with planning authorities to ensure that planning and nearby development takes the protection of remnants into account, with due regard to principles for long-term conservation. | A Voluntary Planning Agreement has been entered into with the NSW Government to dedicate the majority of the retained bush within the Property to the NSW Government for management by Forestry NSW as an 'extension' to Cumberland State Forest. |

| Priority Actions | Proposed Action compliance |
|---|---|
| | This VPA also requires weed management works and rectification of timber bridges as part of the agreement.<br><br>While areas subject to this VMP occur outside of the areas to be dedicated under the current VPA, parts of the bushland subject to this VMP are proposed to be dedicated to the NSW Government in addition to those required under the VPA. |
| *Invasive Species* | |
| Eradicate or manage weed infestation through appropriate weeding and bush regeneration methods. | Weed eradication/weed management is being implemented in several parts of the Property and will be implemented within the retained bushland areas as part of management actions under this VMP |
| Ensure chemicals, or other mechanisms used to manage weeds, do not have significant adverse, non-target impacts on the ecological community, e.g. undertake manual removal of weeds or spot application of herbicides. | The weed control methodology of the VMP priorities manual weed removal and spot application over broad herbicide spraying. However, in some situations, herbicides are the most appropriate form of weed control - e.g. the aquatic weed Water Primrose present in the dams as it will be difficult to access the plants to physically remove them as they are underwater. Under the VMP, Glyphosate is the preferred herbicide for use in environmentally sensitive areas as it is rapidly broken down by microbes in the soil, so residue is short lived and will not affect remnant and planted native individuals in the long term following application. As runoff is a likely way for herbicide residue to enter watercourses, as per the VMP chemical treatment must be avoided prior to or directly after rains. |
| Manage introduced pest animals to allow natural regeneration and recovery of habitats and any threatened species, at known sites through coordinated landscape-scale control programs. | The European Red Fox (Vulpes vulpes) is known to occur onsite. Trapping for foxes has previously been conducted as part of a trapping and monitoring program under the approved Fauna Management Plan (FMP). Trapping for foxes was discontinued as no individuals were caught after 6 months of trapping effort. |
| *Trampling, Browsing or Grazing* | |
| Avoid unnecessary mowing of understorey to promote regeneration of native species | Mowing of understorey is limited to areas to be managed as vegetated APZs or within the landscape areas of the proposed development. It is not proposed as a management action for regeneration of native species within the bushland areas |

| Priority Actions | Proposed Action compliance |
|---|---|
| Assess and manage the impacts of mountain bike and other damaging recreational activities within bushland remnants. | Current access to the bushland currently prevents access by damaging recreational activities such as 4 wheel driving. The current access restrictions to these activities will be maintained in the long-term. However, it should be noted that access via informal paths/tracks in Cumberland State Forest is outside of the control of the proponent. |
| *Fire* | |
| Implement appropriate fire regimes necessary to maintain floristic and structural diversity, if patches require fire for biodiversity conservation. Fire management should take into account results from any research and the requirements of both flora and fauna in the ecological community. | Due to the proximity of residential developments, ecological burns have not been recommended as a management action under the VMP. |
| Remove weeds from the ecological community and manage fuel loads in surrounding areas, to minimise the risk of inappropriate fire regimes affecting the ecological community. | Weed eradication/weed management is being implemented in several parts of the Property and will be implemented within the retained bushland areas as part of management actions under this VMP. Vegetated APZs will be managed in accordance with Hazard Reduction Certificates issued by the NSW Rural Fires Service and the NSW Planning for Bushfire Protection vegetation density guidelines for inner protection areas and outer protection areas |
| Provide maps of known occurrences and negotiate appropriate procedures with local fire brigades, including in relation to establishing fire control lines in native vegetation areas, to avoid unnecessary destruction of the ecological community. | Parts of the property along the western boundary are subject to a Hazard Reduction Certificate (HRC) issued by the NSW Rural Fire Service. The purpose of the HRC areas is to protect adjacent residential development while retaining bushland within the Property |
| *Conservation information* | |
| Ensure land managers are aware of, and follow, any best practice adaptive management guidelines and other technical material developed for the Blue Gum High Forest ecological community | All VMPs have been prepared with due consideration to best practise and adaptive management guidelines |
| Support landholders to prepare site-specific management plans and secure protection and management of priority sites | Site specific VMPs have been prepared for the management of vegetation within the Property |

| Priority Actions | Proposed Action compliance |
|---|---|
| In consultation with land managers, develop or support existing education programs, information products and signage to help the public recognise the presence and importance of the Blue Gum High Forest ecological community, and their responsibilities under state and local regulations and the EPBC Act | Management actions under this VMP include installation of educational signage for BGHF and TIF. Furthermore, the overall development of the wider Property includes the development of an educational Discovery Centre highlighting the presence/importance of the BGHF and TIF present within the Property.<br><br>It is also the intent to include information in the Home Owners Manual about the TEC and how to care for the forest. |
| Raise awareness about the benefits of native biodiversity, and programs and funding opportunities to support landholders with environmental protection | The overall development of the wider Property includes the development of an educational Discovery Centre highlighting the presence/importance of the BGHF and TIF present within the Property. Furthermore, the proposed future Open Space development includes a Cultural classroom for onsite education of native flora and fauna within local indigenous culture |
| *Other Recovery Actions* | |
| Ensure local flora species are planted for any revegetation and recovery actions | All revegetation under this VMP comprises use of locally endemic species characteristic of BGHF or TIF. The use of locally endemic species is also included in landscaped areas adjacent to retained vegetation |
| Retain trees, logs and leaf litter and re-introduce habitat features (e.g. rocks, logs) at disturbed sites. | Under the approved FMP, Habitat features within the development footprint are identified for salvage and reuse/habitat creation |
| Investigate options to maintain and improve connectivity, including the protection of adjoining vegetation and the replanting of key local flora species | Connectivity between the Property and adjacent Cumberland State Forest will be maintained and enhanced via revegetation of currently cleared/denuded areas to BGHF or TIF. The use of locally endemic species is also included in landscaped areas adjacent to retained vegetation to provide further stepping stone connectivity |
| Support seed harvesting and propagation techniques (having acquired the necessary permits and land access permission required) for native species not already available from nurseries, to facilitate restoration/maintenance of species diversity in revegetation sites. | Seed harvesting and Plant salvage is currently being implemented within the Property with salvaged plants being managed within an onsite nursery for future use.<br><br>The intention is to seed harvest and to germinate into tube stock for replanting on site. |

| Priority Actions | Proposed Action compliance |
|---|---|
| Ensure that any revegetation is undertaken in an appropriate manner (e.g. with no significant detrimental impacts on local hydrology or threatened species). | The VMP has been prepared in accordance with best practise guidelines for NSW and BGHF. |

## A.2. Turpentine Ironbark Forest

There is no adopted or made recovery plan for Turpentine Ironbark Forest (TIF). Nonetheless, the Conservation Advice (DoE, 2014b) lists several priority recovery and threat abatement actions that are beneficial to TIF. An assessment of compliance of the proposed action with these priority actions is provided in **Table 9**.

**Table 9 Compliance with Recommended Priority Actions for TIF**

| Priority Actions | Proposed Action compliance |
|---|---|
| *Habitat loss, Disturbance and Modification* | |
| Prevent further clearing or fragmentation of the ecological community through the protection of protected remnants, including through appropriate local council zoning and/or the development of conservation agreements or covenants with landholders | The Property has been rezoned such that the majority of the high quality bushland, comprising a mix of BGHF and TIF, has been zoned for conservation while vegetation within areas zoned residential largely comprises planted vegetation and weedy/low quality regrowth areas from historic land uses.<br><br>A Voluntary Planning Agreement has been entered into with the NSW Government to dedicate the majority of the retained bush within the Property to the NSW Government for management by Forestry NSW as an 'extension' to Cumberland State Forest. |
| Restore and enhance remaining areas of Turpentine Ironbark Forest so that they meet the condition criteria for the ecological community or to create buffer zones and to link fragments with remnants of other native vegetation; | Vegetation to be restored/enhanced under this VMP is located near the boundary with Cumberland State Forest therefore increasing linkages with vegetation within Cumberland State Forest.<br><br>Further areas of the bushland vegetation within the wider Property are to be dedicated to the NSW Government and managed by Forestry NSW as an extension of Cumberland State Forest. The vegetation within the wider Property is to be managed/enhanced under a separate Vegetation Management Plan prior to the dedication. |

| Priority Actions | Proposed Action compliance |
|---|---|
| Avoid removal of isolated canopy trees characteristic of the ecological community or isolated patches of remnant vegetation <1 hectare in the local government areas where it occurs, as these provide important connectivity and habitat refugia functions | Isolated canopy trees/isolated patches within the Property occur outside of the area subject to the proposed development and this VMP. However, the area subject to this VMP contains denuded areas with shrubby regrowth near the boundary with Cumberland State Forest. These areas are proposed to be revegetated, albeit to BGHF, thus providing increased connectivity with vegetation in Cumberland State Forest |
| Develop and implement appropriate management regimes to prevent further loss or decline of functionally important species and reduction in community integrity | VMPs, including this current VMP, have been prepared to guide management of retained vegetation within the Property. Actions include weed management with a focus on removal of priority weeds such as Lantana and Privet, revegetation of denuded/cleared areas and planting of diverse canopy species, characteristic of TIF. |
| Control run-off entering sites where it would cause erosion or detrimental change in nutrient or sediment levels, and undertake restoration works to restore natural hydrology | The proposed development includes multiple management plans for management of stormwater, sediment/erosion control, waste management and dust management to control run-off from the development footprint |
| Liaise with planning authorities to ensure that planning and nearby development takes the protection of remnants into account, with due regard to principles for long-term conservation. | A Voluntary Planning Agreement has been entered into with the NSW Government to dedicate the majority of the retained bush within the Property to the NSW Government for management by Forestry NSW as an 'extension' to Cumberland State Forest. This VPA also requires weed management works and rectification of timber bridges as part of the agreement.<br><br>While areas subject to this VMP occur outside of the areas to be dedicated under the VPA, parts of the bushland subject to this VMP are proposed to be dedicated to the NSW Government in addition to those required under the VPA. |
| *Invasive Species* | |
| Eradicate or manage weed infestation through appropriate weeding and bush regeneration methods. | Weed eradication/weed management is being implemented in several parts of the Property and will be implemented within the retained bushland areas as part of management actions under this VMP |
| Ensure chemicals, or other mechanisms used to manage weeds, do not have significant adverse, | The weed control methodology of the VMP priorities manual weed removal and spot application over broad |

| Priority Actions | Proposed Action compliance |
|---|---|
| non-target impacts on the ecological community, e.g. undertake manual removal of weeds or spot application of herbicides. | herbicide spraying. However, in some situations, herbicides are the most appropriate form of weed control - e.g. the aquatic weed Water Primrose present in the dams as it will be difficult to access the plants to physically remove them as they are underwater. Under the VMP, Glyphosate is the preferred herbicide for use in environmentally sensitive areas as it is rapidly broken down by microbes in the soil, so residue is short lived and will not affect remnant and planted native individuals in the long term following application. As runoff is a likely way for herbicide residue to enter watercourses, as per the VMP chemical treatment must be avoided prior to or directly after rains. |
| Manage introduced pest animals to allow natural regeneration and recovery of habitats and any threatened species, at known sites through coordinated landscape-scale control programs. | The European Red Fox (Vulpes vulpes) is known to occur onsite. Trapping for foxes has previously been conducted as part of a trapping and monitoring program under the approved Fauna Management Plan (FMP). Trapping for foxes was discontinued as no individuals were caught after 6 months of trapping effort. |
| *Trampling, Browsing or Grazing* | |
| Avoid unnecessary mowing of understorey to promote regeneration of native species | Mowing of understorey is limited to areas to be managed as vegetated APZs or within the landscape areas of the proposed development. It is not proposed as a management action for regeneration of native species within the bushland areas |
| Manage the impacts of damaging recreational activities; e.g. access by mountain bikes and other vehicles, within bushland remnants through appropriate signage and selectively limiting access to tracks. | Current access to the bushland subject to this VMP currently prevents access by damaging recreational activities such as 4 wheel driving or mountain bikes.<br>Educational signage is proposed to be installed as part to the management actions under this VMP. |
| Identify and fence important remnants to minimise impacts from grazing and recreational activities at key sites | The majority of the TIF present within the Property lies outside of the area subject to this VMP but will be managed under a separate VMP for areas to be dedicated to the NSW Government as an 'extension' of Cumberland State Forest. Current land uses within the Property and Cumberland State Forest do not allow for grazing or damaging recreational activities such as mountain biking or 4 wheel driving.<br>As areas of bushland within the Property are to be dedicated as an 'extension' of Cumberland State |

| Priority Actions | Proposed Action compliance |
|---|---|
| | Forest in the future, restrictions on walking access via informal paths/tracks in Cumberland State Forest is outside of the control of the proponent. |
| *Fire* | |
| Implement appropriate fire regimes necessary to maintain floristic and structural diversity. Fire management should take into account results from any research that determines if and when patches require fire for biodiversity conservation and the requirements of both flora and fauna in the ecological community. | Due to the proximity of residential developments, ecological burns have not been recommended as a management action under the VMP. |
| Remove weeds from the ecological community and manage fuel loads in surrounding areas, to minimise the risk of inappropriate fire regimes affecting the ecological community. | Weed eradication/weed management is being implemented in several parts of the Property and will be implemented within the retained bushland areas as part of management actions under this VMP. Vegetated APZs will be managed in accordance with Hazard Reduction Certificates issued by the NSW Rural Fires Service and the NSW Planning for Bushfire Protection vegetation density guidelines for inner protection areas and outer protection areas |
| Provide maps of known occurrences and negotiate appropriate procedures with local fire brigades, including in relation to establishing fire control lines in native vegetation areas, to avoid unnecessary destruction of the ecological community. | Parts of the property along the western boundary are subject to a Hazard Reduction Certificate (HRC) issued by the NSW Rural Fire Service. The purpose of the HRC areas is to protect adjacent residential development while retaining bushland within the Property |
| *Conservation information* | |
| Ensure land managers are aware of, and follow, any best practice adaptive management guidelines and other technical material developed for the Turpentine-Ironbark Forest ecological community | All VMPs have been prepared with due consideration to best practise and adaptive management guidelines |
| Support landholders to prepare site-specific management plans and secure protection and management of priority sites | Site specific VMPs have been prepared for the management of vegetation within the Property |

| Priority Actions | Proposed Action compliance |
|---|---|
| In consultation with land managers, develop or support existing education programs, information products and signage to help the public recognise the presence and importance of the Turpentine-Ironbark Forest ecological community, and their responsibilities under state and local regulations and the EPBC Act | Management actions under this VMP include installation of educational signage for TIF and BGHF. Furthermore, the overall development of the wider Property includes the development of an educational Discovery Centre highlighting the presence/importance of the TIF and BGHF present within the Property.<br><br>It is also the intent to include information in the Home Owners Manual about the TEC and how to care for the forest. |
| Raise awareness about the benefits of native biodiversity, and programs and funding opportunities to support landholders with environmental protection | The overall development of the wider Property includes the development of an educational Discovery Centre highlighting the presence/importance of the TIF and BGHF present within the Property. Furthermore, the proposed future Open Space development includes a Cultural classroom for onsite education of native flora and fauna within local indigenous culture |
| *Other Recovery Actions* | |
| Ensure local flora species are planted for any revegetation and recovery actions | All revegetation under this VMP comprises use of locally endemic species characteristic of TIF or BGHF. The use of locally endemic species is also included in landscaped areas adjacent to retained vegetation |
| Retain trees, logs and leaf litter and re-introduce habitat features (e.g. rocks, logs) at disturbed sites. | Under the approved FMP, Habitat features within the development footprint are identified for salvage and reuse/habitat creation |
| Investigate options to maintain and improve connectivity, including the protection of adjoining vegetation and the replanting of key local flora species | Connectivity between the Property and adjacent Cumberland State Forest will be maintained and enhanced via revegetation of currently cleared/denuded areas to TIF or BGHF. The use of locally endemic species is also included in landscaped areas adjacent to retained vegetation to provide further stepping stone connectivity |
| Support seed harvesting and propagation techniques (having acquired the necessary permits and land access permission required) for native species not already available from nurseries, to facilitate restoration/maintenance of species diversity in revegetation sites. | Seed harvesting and Plant salvage is currently being implemented within the Property with salvaged plants being managed within an onsite nursery for future use.<br><br>The intention is to seed harvest and to germinate into tube stock for replanting on site. |

| Priority Actions | Proposed Action compliance |
|---|---|
| Ensure that any revegetation is undertaken in an appropriate manner (e.g. with no significant detrimental impacts on local hydrology or threatened species). | The VMP has been prepared in accordance with best practise guidelines for NSW and TIF (STIF in NSW). |

# APPENDIX B :
## Recorded Flora Species

**Table 10 Flora Species recorded within subject site and wider study area during Cumberland Ecology surveys**

| Scientific Name | Common Name | Status | BAM Growth Form Group |
|---|---|---|---|
| *Acacia elata* | Mountain Cedar Wattle | Native | Tree (TG) |
| *Acacia falciformis* | Broad-leaved Hickory | Native | Shrub (SG) |
| *Acacia floribunda* | White Sally | Native | Shrub (SG) |
| *Acacia implexa* | Hickory Wattle | Native | Shrub (SG) |
| *Acacia longifolia var. longifolia* | Sydney Golden Wattle | Native | Shrub (SG) |
| *Acacia parramattensis* | Parramatta Wattle | Native | Tree (TG) |
| *Acacia parvipinnula* | Silver-stemmed Wattle | Native | Shrub (SG) |
| *Acacia podalyriifolia* | Queensland Silver Wattle | Native | Shrub (SG) |
| *Acacia spp.* | Wattle | Native | Shrub (SG) |
| *Adiantum aethiopicum* | Common Maidenhair | Native | Fern (EG) |
| *Allocasuarina littoralis* | Black She-Oak | Native | Tree (TG) |
| *Allocasuarina torulosa* | Forest Oak | Native | Tree (TG) |
| *Alphitonia excelsa* | Red Ash | Native | Tree (TG) |
| *Alternanthera denticulata* | Lesser Joyweed | Native | Forb (FG) |
| *Angophora costata* | Sydney Red Gum | Native | Tree (TG) |
| *Asplenium australasicum* | Bird's Nest Fern | Native | Fern (EG) |
| *Brachychiton acerifolius* | Illawarra Flame Tree | Native | Tree (TG) |
| *Breynia oblongifolia* | Coffee Bush | Native | Shrub (SG) |
| *Bursaria spinosa* | Native Blackthorn | Native | Shrub (SG) |
| *Callistemon salignus* | Willow Bottlebrush | Native | Shrub (SG) |
| *Callistemon viminalis* | Weeping Bottlebrush | Native | Tree (TG) |
| *Calochlaena dubia* | Rainbow Fern | Native | Other (OG) |
| *Carex inversa* | Knob Sedge | Native | Grass & grasslike (GG) |
| *Carex longebrachiata* | | Native | Grass & grasslike (GG) |
| *Casuarina cunninghamiana* | River Oak | Native | Tree (TG) |
| *Casuarina glauca* | Swamp Oak | Native | Tree (TG) |
| *Cayratia clematidea* | Native Grape | Native | Other (OG) |
| *Cissus antarctica* | Water Vine | Native | Other (OG) |
| *Clematis aristata* | Old Man's Beard | Native | Other (OG) |
| *Clematis glycinoides* | Headache Vine | Native | Other (OG) |
| *Commelina cyanea* | Native Wandering Jew | Native | Forb (FG) |
| *Cordyline stricta* | Narrow-leaved Palm Lily | Native | Other (OG) |
| *Corymbia maculata* | Spotted Gum | Native | Tree (TG) |
| *Cupaniopsis anacardioides* | Tuckeroo | Native | Tree (TG) |

| Scientific Name | Common Name | Status | BAM Growth Form Group |
|---|---|---|---|
| *Cymbopogon refractus* | Barbed Wire Grass | Native | Grass & grasslike (GG) |
| *Cynodon dactylon* | Common Couch | Native | Grass & grasslike (GG) |
| *Cyperus gracilis* | Slender Flat-sedge | Native | Grass & grasslike (GG) |
| *Cyperus spp.* | | Native | Grass & grasslike (GG) |
| *Denhamia silvestris* | Narrow-leaved Orangebark | Native | Shrub (SG) |
| *Dianella caerulea var. producta* | | Native | Forb (FG) |
| *Dichondra repens* | Kidney Weed | Native | Forb (FG) |
| *Doodia aspera* | | Native | Fern (EG) |
| *Doryanthes excelsa* | Gymea Lily | Native | Other (OG) |
| *Echinopogon ovatus* | Forest Hedgehog Grass | Native | Grass & grasslike (GG) |
| *Einadia hastata* | Berry Saltbush | Native | Forb (FG) |
| *Elaeocarpus reticulatus* | Blueberry Ash | Native | Shrub (SG) |
| *Entolasia marginata* | Bordered Panic | Native | Grass & grasslike (GG) |
| *Eragrostis leptostachya* | Paddock Lovegrass | Native | Grass & grasslike (GG) |
| *Eucalyptus amplifolia* | Cabbage Gum | Native | Tree (TG) |
| *Eucalyptus botryoides* | Bangalay | Native | Tree (TG) |
| *Eucalyptus microcorys* | Tallowood | Native | Tree (TG) |
| *Eucalyptus paniculata* | Grey Ironbark | Native | Tree (TG) |
| *Eucalyptus pilularis* | Blackbutt | Native | Tree (TG) |
| *Eucalyptus resinifera* | Red Mahogany | Native | Tree (TG) |
| *Eucalyptus saligna* | Sydney Blue Gum | Native | Tree (TG) |
| *Eucalyptus tereticornis* | Forest Red Gum | Native | Tree (TG) |
| *Eustrephus latifolius* | Wombat Berry | Native | Other (OG) |
| *Exocarpos cupressiformis* | Cherry Ballart | Native | Shrub (SG) |
| *Ficus coronata* | Creek Sandpaper Fig | Native | Shrub (SG) |
| *Geitonoplesium cymosum* | Scrambling Lily | Native | Other (OG) |
| *Geranium homeanum* | | Native | Forb (FG) |
| *Glochidion ferdinandi* | Cheese Tree | Native | Tree (TG) |
| *Glycine clandestina* | Twining glycine | Native | Other (OG) |
| *Glycine microphylla* | Small-leaf Glycine | Native | Other (OG) |
| *Glycine tabacina* | Variable Glycine | Native | Other (OG) |
| *Grevillea robusta* | Silky Oak | Native | Tree (TG) |
| *Gynochthodes jasminoides* | Sweet Morinda | Native | Other (OG) |
| *Hardenbergia violacea* | False Sarsaparilla | Native | Other (OG) |
| *Hibiscus heterophyllus* | Native Rosella | Native | Shrub (SG) |

| Scientific Name | Common Name | Status | BAM Growth Form Group |
|---|---|---|---|
| *Homalanthus populifolius* | | Native | Shrub (SG) |
| *Hydrocotyle tripartita* | Pennywort | Native | Forb (FG) |
| *Imperata cylindrica* | Blady Grass | Native | Grass & grasslike (GG) |
| *Kennedia rubicunda* | Dusky Coral Pea | Native | Other (OG) |
| *Lepidosperma laterale* | Variable Sword-sedge | Native | Grass & grasslike (GG) |
| *Leptospermum petersonii* | Lemon-scented Teatree | Native | Shrub (SG) |
| *Leucopogon juniperinus* | Prickly Beard-heath | Native | Shrub (SG) |
| *Lobelia purpurascens* | whiteroot | Native | Forb (FG) |
| *Lomandra longifolia* | Spiny-headed Mat-rush | Native | Grass & grasslike (GG) |
| *Melaleuca bracteata* | Black Tea-tree | Native | Shrub (SG) |
| *Melaleuca styphelioides* | Prickly-leaved Tea Tree | Native | Shrub (SG) |
| *Melia azedarach* | White Cedar | Native | Tree (TG) |
| *Microlaena stipoides* | Weeping Grass | Native | Grass & grasslike (GG) |
| *Microlaena stipoides var. stipoides* | Weeping Grass | Native | Grass & grasslike (GG) |
| *Morinda jasminoides* | Sweet Morinda | Native | Other (OG) |
| *Myrsine variabilis* | | Native | Shrub (SG) |
| *Nephrolepis cordifolia* | Fishbone Fern | Native | Fern (EG) |
| *Notelaea longifolia* | Large Mock-olive | Native | Tree (TG) |
| *Notelaea longifolia f. longifolia* | | Native | Tree (TG) |
| *Oplismenus aemulus* | | Native | Grass & grasslike (GG) |
| *Oplismenus imbecillis* | | Native | Grass & grasslike (GG) |
| *Oxalis perennans* | | Native | Forb (FG) |
| *Ozothamnus diosmifolius* | White Dogwood | Native | Shrub (SG) |
| *Pandorea pandorana* | Wonga Wonga Vine | Native | Other (OG) |
| *Parsonsia straminea* | Common Silkpod | Native | Other (OG) |
| *Passiflora herbertiana* | | Native | Other (OG) |
| *Pellaea falcata* | Sickle Fern | Native | Fern (EG) |
| *Persicaria decipiens* | Slender Knotweed | Native | Forb (FG) |
| *Pittosporum revolutum* | Rough Fruit Pittosporum | Native | Shrub (SG) |
| *Pittosporum undulatum* | Sweet Pittosporum | Native | Shrub (SG) |
| *Plantago debilis* | Shade Plantain | Native | Forb (FG) |
| *Platylobium formosum* | | Native | Shrub (SG) |
| *Plectranthus parviflorus* | | Native | Forb (FG) |
| *Poa affinis* | | Native | Grass & grasslike (GG) |
| *Polyscias sambucifolia* | Elderberry Panax | Native | Shrub (SG) |

| Scientific Name | Common Name | Status | BAM Growth Form Group |
|---|---|---|---|
| *Pseuderanthemum variabile* | Pastel Flower | Native | Forb (FG) |
| *Pteridium esculentum* | Bracken | Native | Fern (EG) |
| *Pteris vittata* | Chinese Brake | Native | Fern (EG) |
| *Rubus parvifolius* | Native Raspberry | Native | Shrub (SG) |
| *Rumex brownii* | Swamp Dock | Native | Forb (FG) |
| *Sarcopetalum harveyanum* | Pearl Vine | Native | Other (OG) |
| *Senecio diaschides* | | Native | Forb (FG) |
| *Sigesbeckia orientalis* | Indian Weed | Native | Forb (FG) |
| *Solanum aviculare* | Kangaroo Apple | Native | Shrub (SG) |
| *Solanum prinophyllum* | Forest Nightshade | Native | Forb (FG) |
| *Sporobolus creber* | Slender Rat's Tail Grass | Native | Grass & grasslike (GG) |
| *Stephania japonica* | Snake vine | Native | Other (OG) |
| *Stephania japonica var. discolor* | Snake Vine | Native | Other (OG) |
| *Syncarpia glomulifera* | Turpentine | Native | Tree (TG) |
| *Tetragonia tetragonoides* | New Zealand Spinach | Native | Forb (FG) |
| *Trema aspera* | Native Peach | Native | Shrub (SG) |
| *Trema tomentosa* | Native Peach | Native | Shrub (SG) |
| *Tristaniopsis laurina* | Kanooka | Native | Tree (TG) |
| *Tylophora barbata* | Bearded Tylophora | Native | Other (OG) |
| *Typha orientalis* | Broad-leaved Cumbungi | Native | Grass & grasslike (GG) |
| *Veronica plebeia* | Trailing Speedwell | Native | Forb (FG) |
| *Viola hederacea* | Ivy-leaved Violet | Native | Forb (FG) |
| *Zieria smithii* | Sandfly Zieria | Native | Shrub (SG) |
| *Acetosa sagittata* | Rambling Dock | Exotic | - |
| *Anredera cordifolia* | Madeira Vine | Exotic | - |
| *Araujia sericifera* | Moth Vine | Exotic | - |
| *Arundo donax* | Giant Reed | Exotic | - |
| *Asparagus aethiopicus* | Asparagus Fern | Exotic | - |
| *Asparagus asparagoides* | Bridal Creeper | Exotic | - |
| *Asparagus plumosus* | Climbing Asparagus Fern | Exotic | - |
| *Axonopus fissifolius* | Narrow-leafed Carpet Grass | Exotic | - |
| *Bidens pilosa* | Cobbler's Pegs | Exotic | - |
| *Briza minor* | Shivery Grass | Exotic | - |
| *Bromus catharticus* | Praire Grass | Exotic | - |
| *Callisia fragrans* | Inch Plant | Exotic | - |

| Scientific Name | Common Name | Status | BAM Growth Form Group |
|---|---|---|---|
| *Camelina spp.* | | Exotic | - |
| *Celtis sinensis* | Japanese Hackberry | Exotic | - |
| *Cenchrus clandestinus* | Kikuyu Grass | Exotic | - |
| *Cerastium glomeratum* | Mouse-ear Chickweed | Exotic | - |
| *Cestrum parqui* | Green Cestrum | Exotic | - |
| *Cinnamomum camphora* | Camphor Laurel | Exotic | - |
| *Cirsium vulgare* | Spear Thistle | Exotic | - |
| *Conyza bonariensis* | Flaxleaf Fleabane | Exotic | - |
| *Conyza sumatrensis* | Tall fleabane | Exotic | - |
| *Cordyline australis* | Cabbage Tree | Exotic | - |
| *Corymbia citriodora* | Lemon-scented Gum | Exotic | - |
| *Crassocephalum crepidioides* | Thickhead | Exotic | - |
| *Cyperus brevifolius* | | Exotic | - |
| *Cyperus eragrostis* | Umbrella Sedge | Exotic | - |
| *Dietes grandiflora* | | Exotic | - |
| *Digitaria sanguinalis* | Crab Grass | Exotic | - |
| *Echinochloa crus-galli* | Barnyard Grass | Exotic | - |
| *Ehrharta erecta* | Panic Veldtgrass | Exotic | - |
| *Eleusine tristachya* | Goose Grass | Exotic | - |
| *Fumaria muralis* | Wall Fumitory | Exotic | - |
| *Gamochaeta americana* | Purple Cudweed | Exotic | - |
| *Harpephyllum caffrum* | | Exotic | - |
| *Hedera helix* | English Ivy | Exotic | - |
| *Hypochaeris radicata* | Catsear | Exotic | - |
| *Hypochoeris radicata* | Catsear | Exotic | - |
| *Jacaranda mimosifolia* | Jacaranda | Exotic | - |
| *Juncus bufonius* | Toad Rush | Exotic | - |
| *Lantana camara* | Lantana | Exotic | - |
| *Ligustrum lucidum* | Large-leaved Privet | Exotic | - |
| *Ligustrum sinense* | Small-leaved Privet | Exotic | - |
| *Liquidambar styraciflua* | Sweetgum | Exotic | - |
| *Liriope muscari* | big blue lilyturf | Exotic | - |
| *Lotus uliginosus* | Birds-foot Trefoil | Exotic | - |
| *Ludwigia peruviana* | | Exotic | - |
| *Lysimachia arvensis* | Scarlet Pimpernel | Exotic | - |

| Scientific Name | Common Name | Status | BAM Growth Form Group |
|---|---|---|---|
| *Medicago polymorpha* | Burr Medic | Exotic | - |
| *Megathyrsus maximus* | | Exotic | - |
| *Modiola caroliniana* | Red-flowered Mallow | Exotic | - |
| *Monstera deliciosa* | Fruit Salad Plant | Exotic | - |
| *Nandina domestica* | Japanese Sacred Bamboo | Exotic | - |
| *Ochna serrulata* | Mickey Mouse Plant | Exotic | - |
| *Olea europaea subsp. cuspidata* | African Olive | Exotic | - |
| *Oxalis corniculata* | Creeping Oxalis | Exotic | - |
| *Paspalum dilatatum* | Paspalum | Exotic | - |
| *Paspalum urvillei* | Vasey Grass | Exotic | - |
| *Passiflora edulis* | Common Passionfruit | Exotic | - |
| *Passiflora suberosa* | Cork Passionfruit | Exotic | - |
| *Phoenix canariensis* | Canary Island Date Palm | Exotic | - |
| *Phyllanthus tenellus* | Hen and Chicken | Exotic | - |
| *Phytolacca octandra* | Inkweed | Exotic | - |
| *Plantago lanceolata* | Lamb's Tongues | Exotic | - |
| *Poa annua* | Winter Grass | Exotic | - |
| *Rhaphiolepis indica* | Indian Hawthorn | Exotic | - |
| *Rubus fruticosus* | Blackberry complex | Exotic | - |
| *Rumex crispus* | Curled Dock | Exotic | - |
| *Schefflera arboricola* | | Exotic | - |
| *Senecio madagascariensis* | Fireweed | Exotic | - |
| *Senna pendula* | | Exotic | - |
| *Senna pendula var. glabrata* | | Exotic | - |
| *Setaria parviflora* | | Exotic | - |
| *Sida rhombifolia* | Paddy's Lucerne | Exotic | - |
| *Solanum capsicoides* | Devil's Apple | Exotic | - |
| *Solanum mauritianum* | Wild Tobacco Bush | Exotic | - |
| *Solanum nigrum* | Black-berry Nightshade | Exotic | - |
| *Solanum pseudocapsicum* | Madeira Winter Cherry | Exotic | - |
| *Solanum seaforthianum* | Climbing Nightshade | Exotic | - |
| *Soliva sessilis* | Bindyi | Exotic | - |
| *Sonchus asper* | Prickly Sowthistle | Exotic | - |
| *Sonchus oleraceus* | Common Sowthistle | Exotic | - |
| *Sporobolus africanus* | Parramatta Grass | Exotic | - |

| Scientific Name | Common Name | Status | BAM Growth Form Group |
|---|---|---|---|
| *Sporobolus fertilis* | Giant Parramatta Grass | Exotic | - |
| *Stachys arvensis* | Stagger Weed | Exotic | - |
| *Stellaria media* | Common Chickweed | Exotic | - |
| *Strelitzia nicolai* | | Exotic | - |
| *Strelitzia reginae* | | Exotic | - |
| *Taraxacum officinale* | Dandelion | Exotic | - |
| *Tradescantia fluminensis* | Wandering Jew | Exotic | - |
| *Triadica sebifera* | Chinese Tallowood | Exotic | - |
| *Trifolium repens* | White Clover | Exotic | - |
| *Verbena bonariensis* | Purpletop | Exotic | - |
| *Verbena quadrangularis* | | Exotic | - |
| *Veronica arvensis* | Wall Speedwell | Exotic | - |
| *Vicia sativa* | Common vetch | Exotic | - |
| *Viola odorata* | Sweet Violet | Exotic | - |

# APPENDIX C :
## Planting Lists

**Table 11 Species Planting List**

| Family | Scientific Name | Common Name | Growth Form | Sydney Turpentine Ironbark Forest | Blue Gum High Forest | Suitable groundcover for APZ/HRC areas |
|---|---|---|---|---|---|---|
| Casuarinaceae | *Allocasuarina littoralis* | Black She-Oak | Tree (TG) | x | | |
| Casuarinaceae | *Allocasuarina torulosa* | Forest Oak | Tree (TG) | x | x | |
| Fabaceae (Mimosoideae) | *Acacia decurrens* | Black Wattle | Tree (TG) | x | x | |
| Fabaceae (Mimosoideae) | *Acacia parramattensis* | Parramatta Wattle | Tree (TG) | x | x | |
| Lamiaceae | *Clerodendrum tomentosum* | Hairy Clerodendrum | Tree (TG) | x | x | |
| Meliaceae | *Melia azedarach* | White Cedar | Tree (TG) | x | x | |
| Myrtaceae | *Acmena smithii* | Lilly Pilly | Tree (TG) | | x | |
| Myrtaceae | *Angophora costata* | Sydney Red Gum | Tree (TG) | x | | |
| Myrtaceae | *Angophora floribunda* | Rough-barked Apple | Tree (TG) | x | x | |
| Myrtaceae | *Eucalyptus globoidea* | White Stringybark | Tree (TG) | x | | |
| Myrtaceae | *Eucalyptus paniculata* | Grey Ironbark | Tree (TG) | x | x | |
| Myrtaceae | *Eucalyptus pilularis* | Blackbutt | Tree (TG) | x | x | |
| Myrtaceae | *Eucalyptus punctata* | Grey Gum | Tree (TG) | x | | |
| Myrtaceae | *Eucalyptus resinifera subsp. resinifera* | | Tree (TG) | x | x | |
| Myrtaceae | *Eucalyptus saligna* | Sydney Blue Gum | Tree (TG) | x | x | |
| Myrtaceae | *Syncarpia glomulifera* | Turpentine | Tree (TG) | x | x | |

| Family | Scientific Name | Common Name | Growth Form | Sydney Turpentine Ironbark Forest | Blue Gum High Forest | Suitable groundcover for APZ/HRC areas |
|---|---|---|---|---|---|---|
| Oleaceae | *Notelaea longifolia f. longifolia* | | Tree (TG) | x | x | |
| Phyllanthaceae | *Glochidion ferdinandi* | Cheese Tree | Tree (TG) | x | x | |
| Rhamnaceae | *Alphitonia excelsa* | Red Ash | Tree (TG) | | x | |
| Araliaceae | *Polyscias sambucifolia* | Elderberry Panax | Shrub (SG) | x | x | |
| Asteraceae | *Ozothamnus diosmifolius* | White Dogwood | Shrub (SG) | x | x | |
| Celastraceae | *Denhamia silvestris* | Narrow-leaved Orangebark | Shrub (SG) | x | x | |
| Dilleniaceae | *Hibbertia aspera* | Rough Guinea Flower | Shrub (SG) | x | x | |
| Elaeocarpaceae | *Elaeocarpus reticulatus* | Blueberry Ash | Shrub (SG) | x | x | |
| Ericaceae | *Leucopogon juniperinus* | Prickly Beard-heath | Shrub (SG) | x | x | |
| Euphorbiaceae | *Homalanthus populifolius* | | Shrub (SG) | x | x | |
| Fabaceae (Faboideae) | *Daviesia ulicifolia* | Gorse Bitter Pea | Shrub (SG) | x | | |
| Fabaceae (Faboideae) | *Indigofera australis* | Australian Indigo | Shrub (SG) | | x | |
| Fabaceae (Faboideae) | *Platylobium formosum* | | Shrub (SG) | x | x | |
| Fabaceae (Mimosoideae) | *Acacia falciformis* | Broad-leaved Hickory | Shrub (SG) | x | x | |
| Fabaceae (Mimosoideae) | *Acacia floribunda* | White Sally | Shrub (SG) | x | x | |
| Fabaceae (Mimosoideae) | *Acacia implexa* | Hickory Wattle | Shrub (SG) | x | x | |
| Fabaceae (Mimosoideae) | *Acacia linifolia* | White Wattle | Shrub (SG) | x | | |
| Fabaceae (Mimosoideae) | *Acacia longifolia var. longifolia* | Sydney Golden Wattle | Shrub (SG) | x | | |

| Family | Scientific Name | Common Name | Growth Form | Sydney Turpentine Ironbark Forest | Blue Gum High Forest | Suitable groundcover for APZ/HRC areas |
|---|---|---|---|---|---|---|
| Fabaceae (Mimosoideae) | *Acacia ulicifolia* | Prickly Moses | Shrub (SG) | x | | |
| Myrtaceae | *Callistemon salignus* | Willow Bottlebrush | Shrub (SG) | | x | |
| Myrtaceae | *Kunzea ambigua* | Tick Bush | Shrub (SG) | x | | |
| Phyllanthaceae | *Breynia oblongifolia* | Coffee Bush | Shrub (SG) | x | x | |
| Phyllanthaceae | *Phyllanthus hirtellus* | Thyme Spurge | Shrub (SG) | x | | |
| Pittosporaceae | *Bursaria spinosa* | Native Blackthorn | Shrub (SG) | x | x | |
| Pittosporaceae | *Pittosporum revolutum* | Rough Fruit Pittosporum | Shrub (SG) | x | x | |
| Pittosporaceae | *Pittosporum undulatum* | Sweet Pittosporum | Shrub (SG) | x | x | |
| Primulaceae | *Myrsine variabilis* | | Shrub (SG) | x | x | |
| Proteaceae | *Hakea sericea* | Needlebush | Shrub (SG) | x | | |
| Proteaceae | *Lomatia silaifolia* | Crinkle Bush | Shrub (SG) | x | | |
| Proteaceae | *Persoonia linearis* | Narrow-leaved Geebung | Shrub (SG) | x | x | |
| Rosaceae | *Rubus parvifolius* | Native Raspberry | Shrub (SG) | | x | |
| Rutaceae | *Correa reflexa* | Native Fuschia | Shrub (SG) | x | | |
| Rutaceae | *Zieria smithii* | Sandfly Zieria | Shrub (SG) | x | x | |
| Santalaceae | *Exocarpos cupressiformis* | Cherry Ballart | Shrub (SG) | x | x | |
| Sapindaceae | *Dodonaea triquetra* | Large-leaf Hop-bush | Shrub (SG) | x | x | |
| Thymelaeaceae | *Pimelea linifolia* | Slender Rice Flower | Shrub (SG) | x | | |

| Family | Scientific Name | Common Name | Growth Form | Sydney Turpentine Ironbark Forest | Blue Gum High Forest | Suitable groundcover for APZ/HRC areas |
|---|---|---|---|---|---|---|
| Ulmaceae | *Trema tomentosa var. aspera* | Native Peach | Shrub (SG) | | x | |
| Acanthaceae | *Pseuderanthemum variabile* | Pastel Flower | Forb (FG) | x | x | ✓ |
| Apiaceae | *Centella asiatica* | Indian Pennywort | Forb (FG) | x | x | ✓ |
| Apiaceae | *Hydrocotyle peduncularis* | | Forb (FG) | x | x | ✓ |
| Asteraceae | *Senecio hispidulus* | Hill Fireweed | Forb (FG) | | x | |
| Asteraceae | *Sigesbeckia orientalis subsp. orientalis* | Indian Weed | Forb (FG) | | x | |
| Campanulaceae | *Lobelia purpurascens* | Whiteroot | Forb (FG) | x | x | ✓ |
| Campanulaceae | *Wahlenbergia gracilis* | Sprawling Bluebell | Forb (FG) | | x | ✓ |
| Chenopodiaceae | *Einadia hastata* | Berry Saltbush | Forb (FG) | x | x | |
| Commelinaceae | *Commelina cyanea* | Native Wandering Jew | Forb (FG) | x | x | ✓ |
| Convolvulaceae | *Dichondra repens* | Kidney Weed | Forb (FG) | x | x | ✓ |
| Fabaceae (Faboideae) | *Desmodium rhytidophyllum* | | Forb (FG) | | x | ✓ |
| Geraniaceae | *Geranium homeanum* | | Forb (FG) | | x | ✓ |
| Goodeniaceae | *Brunoniella australis* | Blue Trumpet | Forb (FG) | | x | ✓ |
| Goodeniaceae | *Goodenia hederacea* | Ivy Goodenia | Forb (FG) | x | | |
| Haloragaceae | *Gonocarpus tetragynus* | Poverty Raspwort | Forb (FG) | x | x | |
| Lamiaceae | *Plectranthus parviflorus* | | Forb (FG) | | x | |

| Family | Scientific Name | Common Name | Growth Form | Sydney Turpentine Ironbark Forest | Blue Gum High Forest | Suitable groundcover for APZ/HRC areas |
|---|---|---|---|---|---|---|
| Oxalidaceae | *Oxalis exilis* | | Forb (FG) | x | x | ✓ |
| Oxalidaceae | *Oxalis perennans* | | Forb (FG) | x | x | ✓ |
| Phormiaceae | *Dianella caerulea* | Blue Flax-lily | Forb (FG) | x | | |
| Phormiaceae | *Dianella longifolia* | Blueberry Lily | Forb (FG) | x | x | |
| Phormiaceae | *Dianella revoluta* | Blueberry Lily | Forb (FG) | x | | |
| Phyllanthaceae | *Poranthera microphylla* | Small Poranthera | Forb (FG) | x | x | ✓ |
| Plantaginaceae | *Plantago debilis* | Shade Plantain | Forb (FG) | | x | ✓ |
| Plantaginaceae | *Veronica plebeia* | Trailing Speedwell | Forb (FG) | x | x | ✓ |
| Polygonaceae | *Rumex brownii* | Swamp Dock | Forb (FG) | | x | ✓ |
| Rubiaceae | *Galium propinquum* | Maori Bedstraw | Forb (FG) | | x | ✓ |
| Rubiaceae | *Pomax umbellata* | Pomax | Forb (FG) | x | | ✓ |
| Solanaceae | *Solanum prinophyllum* | Forest Nightshade | Forb (FG) | x | x | ✓ |
| Blechnaceae | *Blechnum cartilagineum* | Gristle Fern | Fern (EG) | | x | |
| Blechnaceae | *Doodia aspera* | | Fern (EG) | | x | |
| Dennstaedtiaceae | *Pteridium esculentum* | Bracken | Fern (EG) | | x | |
| Pteridaceae | *Adiantum aethiopicum* | Common Maidenhair | Fern (EG) | x | x | |
| Pteridaceae | *Cheilanthes sieberi subsp. sieberi* | Rock Fern | Fern (EG) | x | | ✓ |
| Cyperaceae | *Cyperus gracilis* | Slender Flat-sedge | Grass & grasslike (GG) | | x | ✓ |

| Family | Scientific Name | Common Name | Growth Form | Sydney Turpentine Ironbark Forest | Blue Gum High Forest | Suitable groundcover for APZ/HRC areas |
|---|---|---|---|---|---|---|
| Cyperaceae | *Cyperus laevis* | | Grass & grasslike (GG) | | x | ✓ |
| Cyperaceae | *Gahnia aspera* | Rough Saw-sedge | Grass & grasslike (GG) | x | | |
| Cyperaceae | *Lepidosperma laterale* | Variable Sword-sedge | Grass & grasslike (GG) | x | | |
| Lomandraceae | *Lomandra filiformis* | Wattle Matt-rush | Grass & grasslike (GG) | x | x | ✓ |
| Lomandraceae | *Lomandra longifolia* | Spiny-headed Mat-rush | Grass & grasslike (GG) | x | x | |
| Lomandraceae | *Lomandra multiflora subsp. multiflora* | Many-flowered Mat-rush | Grass & grasslike (GG) | x | | |
| Lomandraceae | *Lomandra obliqua* | | Grass & grasslike (GG) | x | | ✓ |
| Poaceae | *Aristida vagans* | Threeawn Speargrass | Grass & grasslike (GG) | x | | |
| Poaceae | *Austrostipa rudis* | | Grass & grasslike (GG) | x | | |
| Poaceae | *Cymbopogon refractus* | Barbed Wire Grass | Grass & grasslike (GG) | x | | ✓ |
| Poaceae | *Dichelachne micrantha* | Shorthair Plumegrass | Grass & grasslike (GG) | x | x | |
| Poaceae | *Digitaria parviflora* | Small-flowered Finger Grass | Grass & grasslike (GG) | x | x | |
| Poaceae | *Echinopogon caespitosus* | Bushy Hedgehog-grass | Grass & grasslike (GG) | x | x | ✓ |
| Poaceae | *Echinopogon ovatus* | Forest Hedgehog Grass | Grass & grasslike (GG) | x | x | ✓ |
| Poaceae | *Entolasia marginata* | Bordered Panic | Grass & grasslike (GG) | x | x | |
| Poaceae | *Entolasia stricta* | Wiry Panic | Grass & grasslike (GG) | x | | |
| Poaceae | *Eragrostis leptostachya* | Paddock Lovegrass | Grass & grasslike (GG) | x | x | ✓ |

| Family | Scientific Name | Common Name | Growth Form | Sydney Turpentine Ironbark Forest | Blue Gum High Forest | Suitable groundcover for APZ/HRC areas |
|---|---|---|---|---|---|---|
| Poaceae | *Imperata cylindrica var. major* | Blady Grass | Grass & grasslike (GG) | x | x | |
| Poaceae | *Microlaena stipoides var. stipoides* | Weeping Grass | Grass & grasslike (GG) | x | x | ✓ |
| Poaceae | *Oplismenus aemulus* | Australian Basket Grass | Grass & grasslike (GG) | x | x | ✓ |
| Poaceae | *Oplismenus imbecillis* | Creeping Beard Grass | Grass & grasslike (GG) | x | x | ✓ |
| Poaceae | *Panicum simile* | Two-colour Panic | Grass & grasslike (GG) | x | | ✓ |
| Poaceae | *Poa affinis* | | Grass & grasslike (GG) | x | x | |
| Poaceae | *Rytidosperma racemosum* | Wallaby Grass | Grass & grasslike (GG) | x | | |
| Poaceae | *Rytidosperma tenuius* | | Grass & grasslike (GG) | x | | |
| Poaceae | *Themeda australis* | Kangaroo Grass | Grass & grasslike (GG) | x | x | ✓ |
| Apocynaceae | *Parsonsia straminea* | Common Silkpod | Other (OG) | x | | |
| Apocynaceae | *Tylophora barbata* | Bearded Tylophora | Other (OG) | x | x | ✓ |
| Bignoniaceae | *Pandorea pandorana* | Wonga Wonga Vine | Other (OG) | x | x | |
| Dicksoniaceae | *Calochlaena dubia* | Rainbow Fern | Other (OG) | x | x | |
| Dilleniaceae | *Hibbertia dentata* | Twining Guinea Flower | Other (OG) | x | x | |
| Fabaceae (Faboideae) | *Desmodium varians* | Slender Tick-trefoil | Other (OG) | x | x | ✓ |
| Fabaceae (Faboideae) | *Glycine clandestina* | Twining glycine | Other (OG) | x | x | ✓ |
| Fabaceae (Faboideae) | *Glycine microphylla* | Small-leaf Glycine | Other (OG) | x | x | ✓ |
| Fabaceae (Faboideae) | *Glycine tabacina* | Variable Glycine | Other (OG) | x | x | ✓ |

| Family | Scientific Name | Common Name | Growth Form | Sydney Turpentine Ironbark Forest | Blue Gum High Forest | Suitable groundcover for APZ/HRC areas |
|---|---|---|---|---|---|---|
| Fabaceae (Faboideae) | *Hardenbergia violacea* | False Sarsaparilla | Other (OG) | x | x | ✓ |
| Fabaceae (Faboideae) | *Kennedia rubicunda* | Dusky Coral Pea | Other (OG) | x | x | |
| Lauraceae | *Cassytha pubescens* | Downy Dodder-laurel | Other (OG) | x | | |
| Luzuriagaceae | *Eustrephus latifolius* | Wombat Berry | Other (OG) | x | x | |
| Luzuriagaceae | *Geitonoplesium cymosum* | Scrambling Lily | Other (OG) | | x | |
| Menispermaceae | *Sarcopetalum harveyanum* | Pearl Vine | Other (OG) | | x | |
| Menispermaceae | *Stephania japonica* | Snake vine | Other (OG) | | x | |
| Passifloraceae | *Passiflora herbertiana subsp. herbertiana* | Native Passionfruit | Other (OG) | | x | |
| Pittosporaceae | *Billardiera scandens* | Hairy Apple Berry | Other (OG) | x | x | |
| Ranunculaceae | *Clematis aristata* | Old Man's Beard | Other (OG) | x | x | ✓ |
| Ranunculaceae | *Clematis glycinoides* | Headache Vine | Other (OG) | x | x | ✓ |
| Smilacaceae | *Smilax glyciphylla* | Sweet Sarsparilla | Other (OG) | x | x | ✓ |
| Vitaceae | *Cayratia clematidea* | Native Grape | Other (OG) | | x | ✓ |
| Vitaceae | *Cissus antarctica* | Water Vine | Other (OG) | | x | |
| Vitaceae | *Cissus hypoglauca* | Giant Water Vine | Other (OG) | | x | |

# APPENDIX D :
## Weed Control Methods

**Table 12 Weed Control Methods**

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| Amaranthaceae | *Amaranthus retroflexus* | Redroot Amaranth | - Handweed, Spot spray with 10m/L Glyphosate |
| Amaranthaceae | *Gomphrena celosioides* | Gomphrena Weed | |
| Apiaceae | *Cyclospermum leptophyllum* | Slender Celery | |
| Apiaceae | *Foeniculum vulgare* | Fennel | |
| Asteraceae | *Arctotheca calendula* | Capeweed | |
| Asteraceae | *Bidens pilosa* | Cobbler's Pegs | |
| Asteraceae | *Cirsium vulgare* | Spear Thistle | |
| Asteraceae | *Conyza bonariensis* | Flaxleaf Fleabane | |
| Asteraceae | *Conyza sumatrensis* | Tall fleabane | |
| Asteraceae | *Cotula coronopifolia* | Water Buttons | |
| Asteraceae | *Gamochaeta americanum* | | |
| Asteraceae | *Gamochaeta pensylvanica* | Cudweed | |
| Asteraceae | *Gamochaeta purpurea* | Purple Cudweed | |
| Asteraceae | *Hypochaeris microcephala* var. *albiflora* | White Flatweed | |
| Asteraceae | *Hypochaeris radicata* | Catsear | |
| Asteraceae | *Senecio madagascariensis* | Fireweed | |
| Asteraceae | *Soliva sessilis* | Bindyi | |
| Asteraceae | *Sonchus asper* | Prickly Sowthistle | |
| Asteraceae | *Sonchus oleraceus* | Common Sowthistle | |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| Asteraceae | *Taraxacum* officinale | Dandelion | |
| Asteraceae | *Xanthium spinosum* | Bathurst Burr | |
| Brassicaceae | *Capsella bursa-pastoris* | Shepherd's Purse | |
| Caryophyllaceae | *Paronychia brasiliana* | Chilean Whitlow Wort, Brazilian Whitlow | |
| Caryophyllaceae | *Polycarpon tetraphyllum* | Four-leaved Allseed | |
| Caryophyllaceae | *Silene gallica* | French Catchfly | |
| Caryophyllaceae | *Spergularia rubra* | Sandspurry | |
| Caryophyllaceae | *Stellaria media* | Common Chickweed | |
| Chenopodiaceae | *Atriplex prostrata* | | |
| Cyperaceae | *Cyperus rotundus* | Nutgrass | |
| Fabaceae (Faboideae) | *Lotus uliginosus* | Birds-foot Trefoil | |
| Fabaceae (Faboideae) | *Medicago polymorpha* | Burr Medic | |
| Fabaceae (Faboideae) | *Trifolium repens* | White Clover | |
| Fumariaceae | *Fumaria muralis* subsp. *muralis* | Wall Fumitory | |
| Gentianaceae | *Centaurium tenuiflorum* | Branched Centaury, Slender centaury | |
| Malvaceae | *Malva parviflora* | Small-flowered Mallow | |
| Malvaceae | *Modiola caroliniana* | Red-flowered Mallow | |
| Malvaceae | *Pavonia hastata* | | |
| Myrsinaceae | *Lysimachia arvensis* | Scarlet Pimpernel | |
| Oxalidaceae | *Oxalis corniculata* | Creeping Oxalis | |
| Oxalidaceae | *Oxalis debilis* var. *corymbosa* | | |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| Phytolaccaceae | *Phytolacca octandra* | Inkweed | |
| Plantaginaceae | *Plantago lanceolata* | Lamb's Tongues | |
| Plantaginaceae | *Veronica anagallis-aquatica* | Blue Water-speedwell | |
| Poaceae | *Avena barbata* | Bearded Oats | |
| Poaceae | *Axonopus fissifolius* | Narrow-leafed Carpet Grass | |
| Poaceae | *Bromus catharticus* | Praire Grass | |
| Poaceae | *Cenchrus clandestinus* | Kikuyu Grass | |
| Poaceae | *Digitaria sanguinalis* | Crab Grass | |
| Poaceae | *Ehrharta erecta* | Panic Veldtgrass | |
| Poaceae | *Eleusine indica* | Crowsfoot Grass | |
| Poaceae | *Eragrostis curvula* | African Lovegrass | |
| Poaceae | *Lolium perenne* | Perennial Ryegrass | |
| Poaceae | *Paspalum dilatatum* | Paspalum | |
| Poaceae | *Setaria parviflora* | | |
| Poaceae | *Sporobolus fertilis* | Giant Parramatta Grass | |
| Poaceae | *Stenotaphrum secundatum* | Buffalo Grass | |
| Poaceae | *Vulpia bromoides* | Squirrel Tail Fesque | |
| Polygonaceae | *Rumex conglomeratus* | Clustered Dock | |
| Solanaceae | *Salpichroa origanifolia* | Pampas Lily-of-the-valley | |
| Solanaceae | *Solanum linnaeanum* | Apple of Sodom | |
| Solanaceae | *Solanum nigrum* | Black-berry Nightshade | |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| Solanaceae | *Solanum sisymbriifolium* | Sticky Nightshade | |
| Verbenaceae | *Verbena bonariensis* | Purpletop | |
| Asparagaceae | *Asparagus aethiopicus* | Asparagus Fern | - Any branches profuse with fruit should be cut with secateurs and bagged to prevent further spread of species by birds<br>- Juvenile plants can be eased out of soil with a trowel or knife - care should be taken to remove below ground plant material<br>- For large, mature plants the woody crown at the base can be cut around with a sharp knife, or hacked out with a mattock or peter lever and removed - it is easiest to cut all branches off near the base with secateurs prior to removing crown - plant will not resprout from water storing tubers or roots below ground so these can be left to rot to reduce soil disturbance.<br>- Spray mature and juvenile plants with metsulfuron methyl 6g/100mL + surfactant |
| Asparagaceae | *Asparagus asparagoides* | Bridal Creeper | - Dig out with hand tools - Care needs to be taken to remove all tuberous masses and rhizomes. Tuberous masses need soil excavation around and careful levering with hand tools to remove without leaving plant material behind to resprout.<br>- July-September - Spray foliage with glyphosate 10mL/1L + surfactant<br>- May to June - Spray foliage with metsulfuron methyl (e.g. Brush Off) 5g/100L + non-ionic surfactant |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| Asparagaceae | *Asparagus plumosus* | Climbing Asparagus fern | - Dig out with hand tools - Care needs to be taken to remove all tuberous masses and rhizomes. Tuberous masses need soil excavation around and careful levering with hand tools to remove without leaving plant material behind to resprout.<br>- July-September - Spray foliage with glyphosate 10mL/1L + surfactant<br>- May to June - Spray foliage with metsulfuron methyl (e.g. Brush Off) 5g/100L + non-ionic surfactant |
| Verbenaceae | *Lantana camara* | Lantana | - Hand weed juveniles and regrowth from small pieces<br>- Spot spray with glyphosate 10mL/1L<br>- Slash using brushcutter, or hand cut with loppers, and spray regrowth foliage with glyphosate 10mL/1L<br>- Cut near ground level and paint with undiluted glyphosate - Some individuals will have stumps which will still regrow foliage, spray regrowth foliage with glyphosate 10mL/1L |
| Rosaceae | *Rubus fruticosus* | Blackberry | - It is possible to spray with 10mL/1L glyphosate however it will leave dangerous thorned stems<br>- Wearing thick clothing and leather glove uses loppers to cut close to base and apply undiluted glyphosate to cut stems (remove cut foliage and stems cautiously)<br>- Spray regrowth foliage with glyphosate 10mL/1L |
| Basellaceae | *Anredera cordifolia* | Madeira Vine | - Hand pull juvenile vines, or remove with hand tools taking care to remove roots and tubers |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| | | | - Skirting vines is not recommended as plant can remain alive for up to 2 years without roots<br>- Pulling vines down from canopy is similarly not recommended as it will result in fall of aerial tubers and bulbils which will sprout new plants<br>- Scrape and paint stems with undiluted glyphosate, scrape both sides of stem and scrape from ground to as high as can be reached, taking care not to completely ringbark stem which will stop herbicide dispersal through plant<br>- Spray seedlings with glyphosate 10 mL/1L + surfactant<br>- When removing vines all bulbils and aerial tubers should be bagged and removed from site, and fallen tubers collected and removed from the ground beneath mature vines |
| Onagraceae | *Ludwigia peruviana* | Peruvian water primrose | - Hand weed juveniles<br>- Carefully remove and bag seeding material<br>- Hand pull, or dig mature individuals out with tools, taking care not to remove all root material<br>- Spray foliage of large infestations with 10mL/1L glyphosate (using a formula with an environmentally friendly surfactant near waterways) |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| Commelinaceae | *Tradescantia fluminensis* | Wandering jew | - Small infestations can be removed by hand weeding - Care needs to be taken not to leave behind any plant material which will resprout.<br>- Large infestations can be controlled by spraying with glyphosate 10mL/1L, and the use of a surfactant will increase the efficacy of herbicide. Spraying needs to be repeated during every site visit. It can take several months before the mature plants appear to be affected but a sudden die off will occur after several months of treatment. Any regrowth material following die off of mature plants needs to be sprayed or removed by hand.<br>- Large infestations can be raked up and bagged and removed from site. This is time consuming and labour intensive due to the large mass and weight of heavy infestations of healthy plants.<br>- Large infestations can be covered with black plastic sheets for several months. The plants will die eventually due to lack of required sunlight. This method is not recommended for bushland regeneration as it also inhibits regrowth form seed of native plant species. |
| Caprifoliaceae | *Lonicera japonica* | Japanese Honeysuckle | - Cut and scrape vine stems with undiluted glyphosate<br>- Hand weed seedlings<br>- Spray low lying foliage, regrowth foliage, and seedlings with 20mL/1L Glyphosate & metsulfuron methyl(e.g. Brush-Off) 10.5g/10L + non ionic surfactant<br>- Roots of plant can be dug up with mattock or shovel |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| Sapindaceae | *Cardiospermum grandiflorum* | Balloon Vine | - Hand weed juveniles or spray with glyphosate 10mL/1L<br>- Hand pull roots of mature vines<br>- Vines growing over trees, shrubs, or other objects should be skirted with shears as close to the ground as possible - Spray remaining ground coverage with glyphosate 10mL/1L, or treat cut stems with undiluted glyphosate<br>- Bag and remove seed cases where possible |
| Oleaceae | *Ligustrum lucidum* | Large-leaved Privet | - Hand weed juveniles<br>- Drill holes with power drill with thick drill bit into mature trees, around base of trunk and fill holes with undiluted glyphosate. Once glyphosate has been absorbed refill holes with undiluted glyphosate several times.<br>- Cut shrub and mature individuals as close to ground as possible with loppers or hand saw (or chainsaw) and treat stump with undiluted glyphosate<br>- Spray juveniles and regrowth foliage of cut and painted individuals with glyphosate 10mL/1L |
| Oleaceae | *Ligustrum sinense* | Small-leaved Privet | |
| Oleaceae | *Olea europaea subsp. cuspidata* | African Olive | - Spray juveniles with glyphosate 10mL/1L<br>- Cut mature individuals with saw or loppers near ground level and paint stump with undiluted glyphosate or Triclopyr (600g/L formulation)/diesel at 4L/60L concentration (as per Garlon 600 label)<br>- Use a power drill (9mm drill bit with dowelling tip) to drill holes less than 20 mm apart throughout lignotuber |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| | | | of mature trees and fill holes with glyphosate a 1:5 mixture with water. After all holes have been filled with herbicide mixture refill holes with herbicide mixture a second time (plant will have absorbed herbicide by this time). Check trees monthly for regrowth and repeat treatment if resprouting foliage is observed |
| Solanaceae | *Solanum seaforthianum* | Climbing Nightshade | - Hand weed juveniles<br>- Hand weed mature individuals; species is shallow rooted and generally pulls from the ground easily in soft soils<br>- Dig roots out of ground for larger individuals (if required) or use secateurs to cut the vine near the base and treat cut surface with undiluted glyphosate |
| Solanaceae | *Cestrum parqui* | Green Cestrum | - Hand weed juveniles<br>- Scrape stem and paint with undiluted glyphosate<br>- Cut all above ground suckering individuals with loppers or saw and paint stumps with undiluted glyphosate<br>- Spray regrowth foliage with glyphosate 10mL/1L |
| Apocynaceae | *Araujia sericifera* | Moth Vine | - Hand Weed Juveniles<br>- Spray juveniles with glyphosate 10mL/1L<br>- Skirt mature vines (cut through plant close to root) and then pull root manually or apply undiluted glyphosate to cut surface<br>- Scrape and paint vine with undiluted glyphosate |
| Lauraceae | *Cinnamomum camphora* | Camphor Laurel | - Hand weed seedlings<br>- Spray seedlings and coppice regrowth with |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| | | | glyphosate 10mL/1L<br>- Drill and inject stem with, or chisel and apply, undiluted glyphosate<br>- Cut and paint stump with undiluted glyphosate (will require an arborist for large trees)<br>- Cut and grind stump of large trees (arborist) |
| Ochnaceae | *Ochna serrulata* | Ochna/Mickey mouse plant | - Stems of all juvenile and mature plants should be scraped and painted with undiluted glyphosate - follow up treatment may be needed on regrowth stems around base of plant in following monthly site visits<br>- Mature fruits on plants should be bagged and removed from site |
| Passifloraceae | *Passiflora suberosa* | Corky passionflower | - Hand weed<br>- Scrape stems with knife and paint exposed surface with undiluted glyphosate<br>- Spray foliage with glyphosate 10mL/1L plus non-ionic surfactant |
| Polygonaceae | *Acetosa sagittata* | Turkey rhubarb | - Bag and remove seed present on mature plants<br>- Cut vines close to the ground and dig out as much as of root system and tubers as possible<br>- Juvenile plants growing from seed can be dug out or hand pulled - Tuber at base of plant needs to be removed<br>- On individuals with deep and difficult to remove tubers, stems can be scraped on one side with a blade for a length of 45cm and scraped area painted with |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| | | | undiluted glyphosate - This treatment may need to be repeated on subsequent site visits<br>- On plants with difficult and deep to remove tubers the tubers close to the surface can also be scraped and painted with undiluted glyphosate |
| Fabaceae | *Senna pendula var glabrata* | Cassia | - Pull or dig out small plants when soil is damp or soft. Dig out the roots so the plants do not reshoot. Mulching can suppress new growth.<br>- Spot spraying is effective on seedlings and plants less than 2 m tall in dense infestations.<br>- Taller or individual plants can be cut and herbicide applied to the cut stem. |
| Malvaceae | *Sida rhombifolia* | Paddy's Lucerne | - Hand weed<br>- Spray with glyphosate 10mL/1L<br>- Cut large, firmly rooted individuals at the base with secateurs and paint with undiluted glyphosate |
| Oleaceae | *Jasminum polyanthum* | White Jasmine | - Hand weed, taking care to dig out all root material<br>- Cut stems back to roots and apply undiluted glyphosate to cut surfaces<br>- Plant can be cut back to roots and then in subsequent months regrowth foliage sprayed with glyphosate (10mL/1L) + penetrant , or metsulfuron-methyl 600g/kg (5g/10L) + penetrant<br>- Any cut plant material should be bagged and removed from site as plant will resprout roots from cut stems |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| Solanaceae | *Datura stramonium* | Common Thornapple | - Highly toxic to humans livestock and pets, capable of causing serious illness or death. Avoid ingestion of nectar, seeds and flowers. - Herbicidal treatment - spray with 2,4-D Amine 1.6-2.4L/ha. Do not allow livestock to graze for 7 days after application. |
| Arecaceae | *Phoenix canariensis* | Canary Island Date Palm | - Large trees require an arborist to safely remove<br>- PPE including thick leather gloves and eye protection should be used when handling small individuals due to dangerous spines at leaf bases<br>- Cut all leaves off at base with long handles loppers<br>- Remove leaves from site for safety of other site users (handle with caution due to spines)<br>- Cut tree below crown and leave stump to rot<br>- Use hand tools such as a trowel or knife to dig up seedlings |
| Malaceae | *Cotoneaster glaucophyllus* | | - Mildly toxic to humans and mild symptoms can occur if small amounts are consumed. Cut stumps and paint or drill and fill with 1 part glyphosate per 1.5 parts water. |
| Amaranthaceae | *Alternanthera philoxeroides* | Alligator Weed | - Spotspray with Metsulfuron-methyl 10g/100L herbicide (for aquatic applications under permit), 10g/100L (for terrestrial applications). Manually remove terrestrial and aquatic infestations where possible by digging up roots and disposing of all material into bags. Be sure to bag all materials as small fragments can remain viable. Placing a boom or rope along the water to contain fragments is useful while |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| | | | physical removal takes place and avoids spread downstream. |
| Bignoniaceae | *Tecoma capensis* | Cape Honeysuckle | - Spray juveniles with glyphosate 10mL/1L<br>- Cut mature individuals with loppers near ground level and paint stump with undiluted glyphosate<br>- Spray foliage of mature and regrowth individuals with glyphosate 10mL/1L |
| Juncaceae | *Juncus acutus subsp. acutus* | Sharp Rush | - Tips of foliage are sharply pointed so appropriate PPE should be worn including gloves and eye protection while managing individuals<br>- Use a hand mattock to dig individuals out, taking care to remove all below ground vegetative material. Follow up treatment will be needed for new seedlings, and regrowth from missed rhizomes<br>- Spray foliage with glyphosate 20 mL/1L (of environmentally sensitive solution in waterways) |
| Juncaceae | *Juncus cognatus* | | - Use a hand mattock to dig individuals out, taking care to remove all below ground vegetative material. Follow up treatment will be needed for new seedlings, and regrowth from missed rhizomes<br>'- Spray foliage with glyphosate 20 mL/1L (of environmentally sensitive solution in waterways) |
| Solanaceae | *Solanum mauritianum* | Wild Tobacco Bush | - When working with this plant additional PPE may be required as some individuals are sensitive to the shedding fine hairs of the species - Recommended PPE is a dustmask, long sleeve shirt and pants + gloves |

| Family | Scientific Name | Common Name | Treatment Method |
|---|---|---|---|
| | | | - Hand weed juveniles<br>- Mature individuals can be cut and painted with glyphosate 10mL/1L |
| Salviniaceae | *Salvinia molesta* | | - Where infestations are large, small scale manual removal is appropriate. Scoop out large infestations and place onto land - this species cannot survive terrestrially or in saltwater. Herbicidal applications may only be done so with herbicides registered for the control of salvinia. Registered herbicides include: Reglone, Vegetrol and Watrol. Use as instructed on the labels. |

# APPENDIX E :
## Fact Sheet

# Coonara Avenue, West Pennant Hills

# BIODIVERSITY VALUES - FACT SHEET

## Introduction

The redevelopment of the former commercial site at 55 Coonara Avenue will provide a new residences within close proximity to environmentally significant areas consisting of threatened ecological communities that are protected under both state and commonwealth legislation. As all land owners within the community have a responsibility to contribute to the maintenance and improvement of biodiversity values, this information fact sheet has been prepared to ensure that retained vegetation is managed and maintained to protect biodiversity values. The retained vegetation provides opportunities for community members to enjoy passive recreation activities such as bushwalking and photography.

## Vegetation

The two communities that will be retained and revegetated in areas adjacent to the development are Blue Gum High Forest and Sydney Turpentine Ironbark Forest.

Blue Gum High Forest is a tall open forest (also called wet sclerophyll forest) restricted to the north shore and northern suburbs of Sydney, in particular the local government areas of Lane Cove, Willoughby, Ku-ring-gai, Hornsby, The Hills, Ryde and Parramatta.

Sydney Turpentine Ironbark Forest mainly occurs on the rim of the Cumberland Plain and the lower Blue Mountains, with the largest extents in the local government areas of The Hills, Hornsby, Ku-ring-gai, Parramatta, Ryde, Sutherland and Hurstville.

These communities are comprised of Australian native plants that occur in Sydney's northern and western suburbs and offer food and shelter for a range of native birds, reptiles and mammals. These communities were once found throughout northern and western Sydney but now only about 5% of their original extent remains. Although mostly only small patches of the community remain, several species depend on them for survival.

The protection of existing patches and revegetation of new patches of the community is an important step to ensure threatened and native species continue to persist in the Sydney region.

Illustrative Masterplan




***Threatened Fauna***

- Dural Land Snail *(Pommerhelix duralensis)*
- Powerful Owl *(Ninox strenua)*
- Southern Myotis *(Myotis macropus)*

***Other Native Fauna***

- Echidna *(Tachyglossus aculeatus)*
- Sugar Glider *(Petaurus breviceps)*
- Ring-tailed Possum *(Pseudocheirus peregrinus)*

***Common Plants***

- Sydney Blue Gum *(Eucalyptus saligna)*
- Blackbutt *(Eucalyptus pilularis)*
- Turpentine *(Syncarpia glomulifera)*
- Grey Ironbark *(Eucalyptus paniculata)*
- Sweet Pittosporum *(Pittosporum undulatum)*
- Wonga Wonga Vine *(Pandorea pandorana)*

# Coonara Avenue, West Pennant Hills

# BIODIVERSITY VALUES - FACT SHEET

Blue Gum High Forest © Cumberland Ecology



Sydney Turpentine Ironbark Forest © Cumberland Ecology





Dural Land Snail (credit: Stephanie Clark)



Powerful Owl (credit: Corey Mead)

## Conservation Measures

**A Vegetation Management Plan has been prepared that details responsibilities for the conservation areas including:**

- **Fencing**
- **Signage**
- **Vegetation management and monitoring, including weed control and maintenance of these areas**

**A Fauna Management Plan is also in place that details habitat supplementation measures including installation of nest boxes**

## What can I do to help?

***- Plant native plants that are approved for the area and community***

***- Obey all signage and keep out of environmentally significant areas and areas of revegetation.***

***- Keep to designated bush tracks.***

***- Keep domestic pets out of bushland areas.***

***- Do not pick native flowers.***

***- Do not remove bush rock.***

***- Dispose of all waste, including grass clippings in the appropriate bins.***

***- Educate your neighbours about the importance of the biodiversity present in your area.***

## Want to learn more?

**For further information on the management and maintenance of the bushland, please refer to the Vegetation Management Plan prepared by Cumberland Ecology (2023).**

**Other useful resources are NSW Threatened Species Profiles:**
**https://www.environment.nsw.gov.au/threatenedSpeciesApp/**

# FIGURES

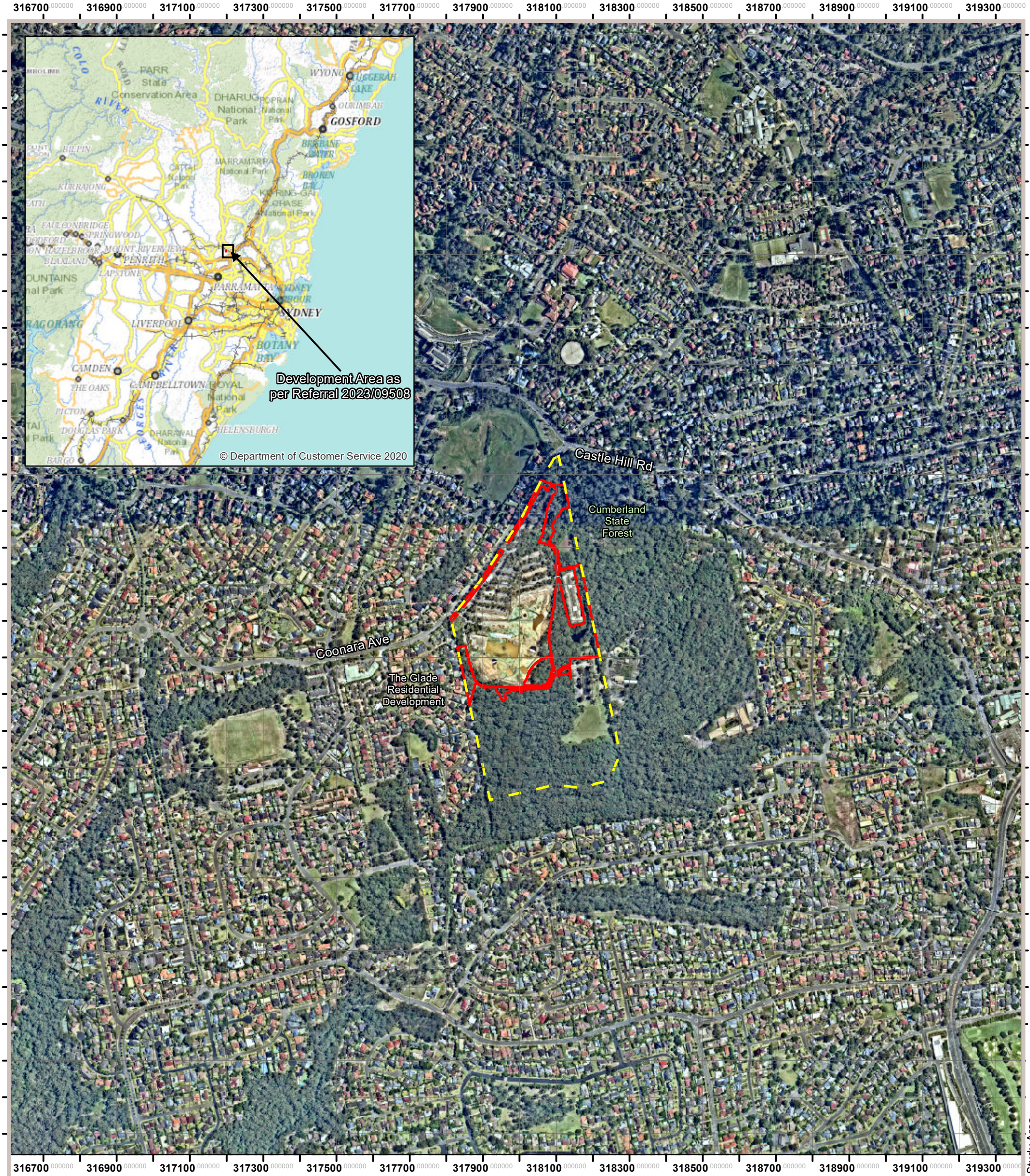


**Figure 1. Aerial View of the Study Area**

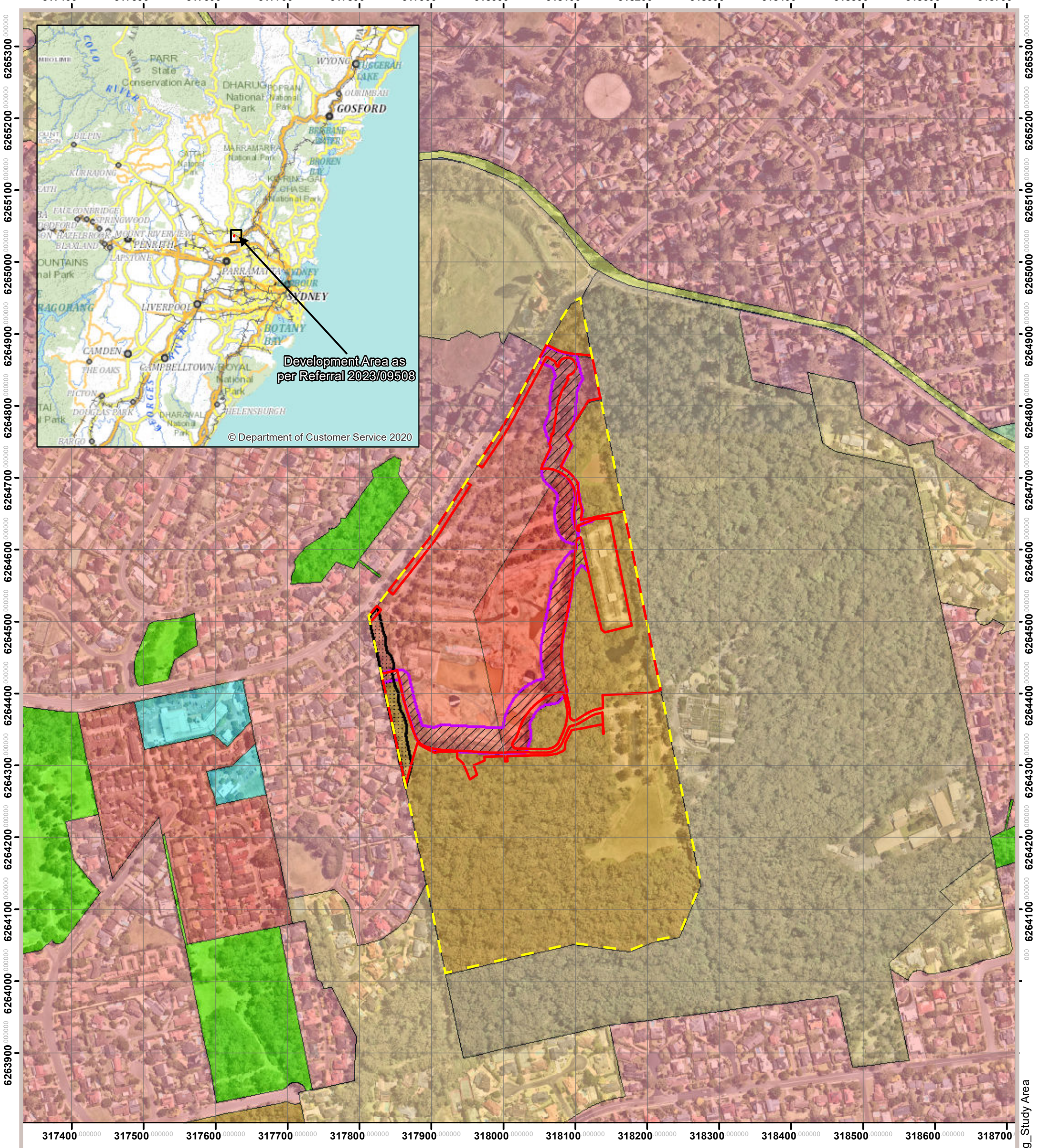


**Figure 2. Zoning of the Subject site and Study area**

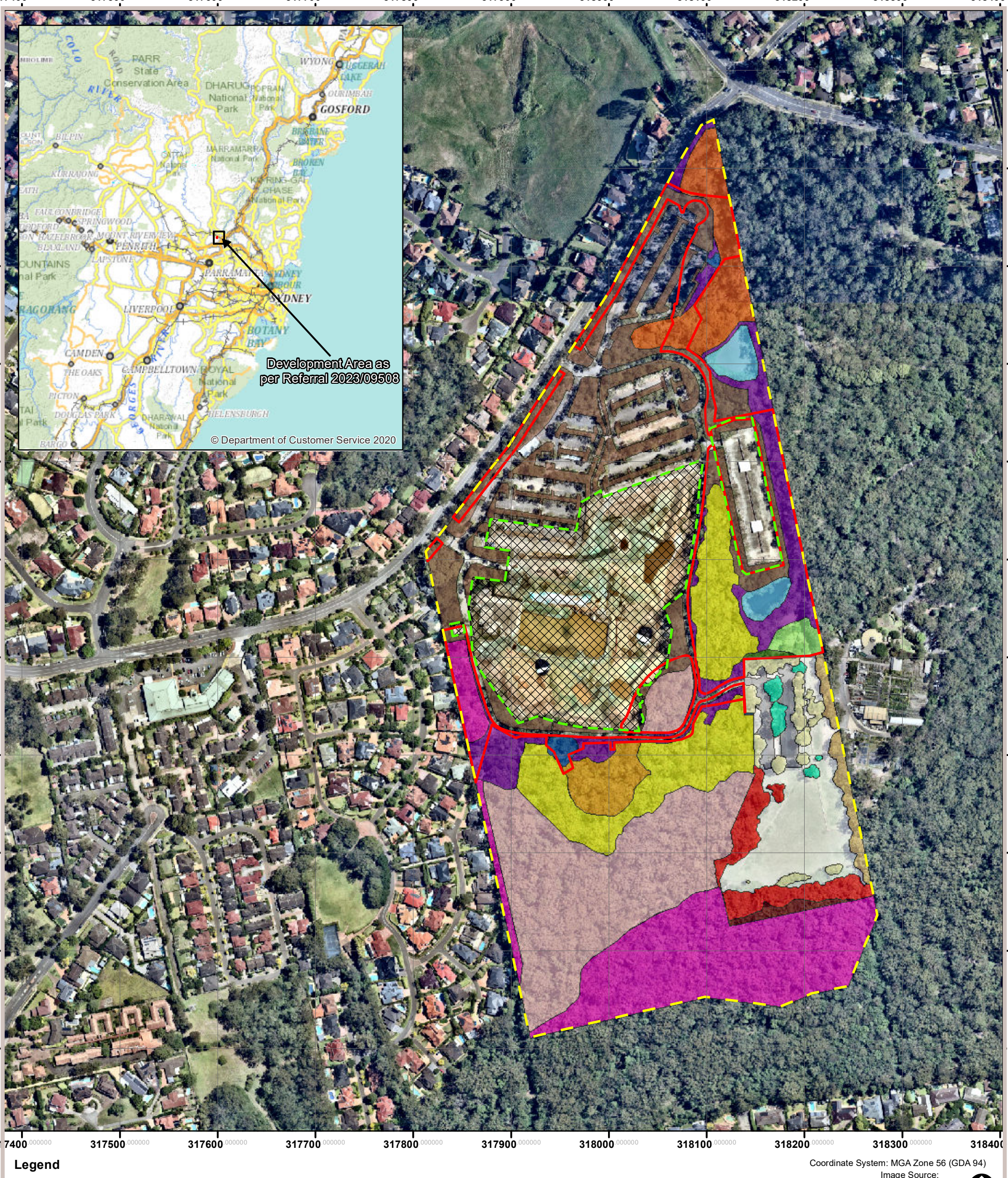


**Figure 3. Vegetation mapping of the Study Area**

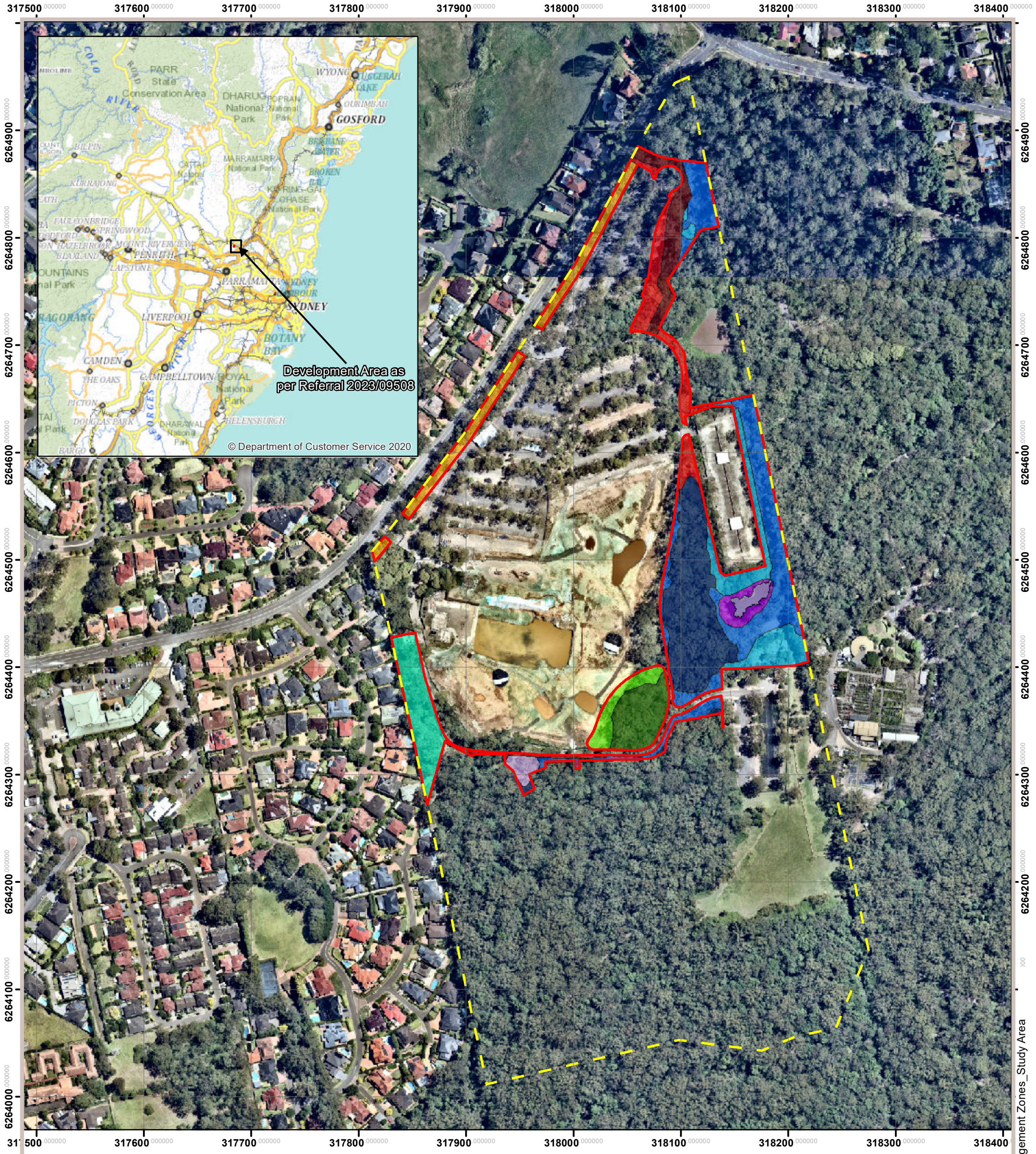


**Figure 4. Vegetation Management Zones within the Subject Site**

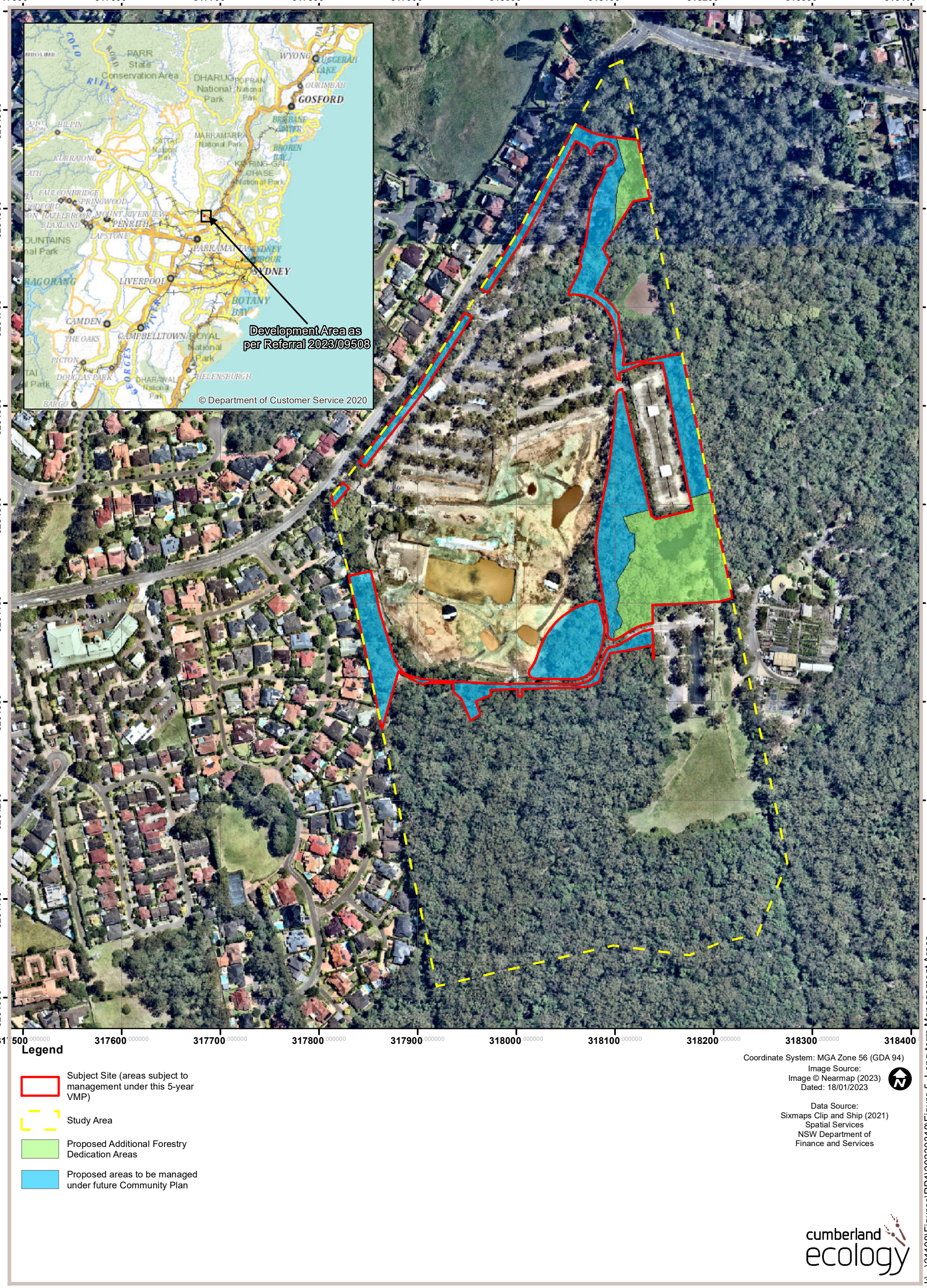


**Figure 5. Proposed Long-term Vegetation Management Areas**

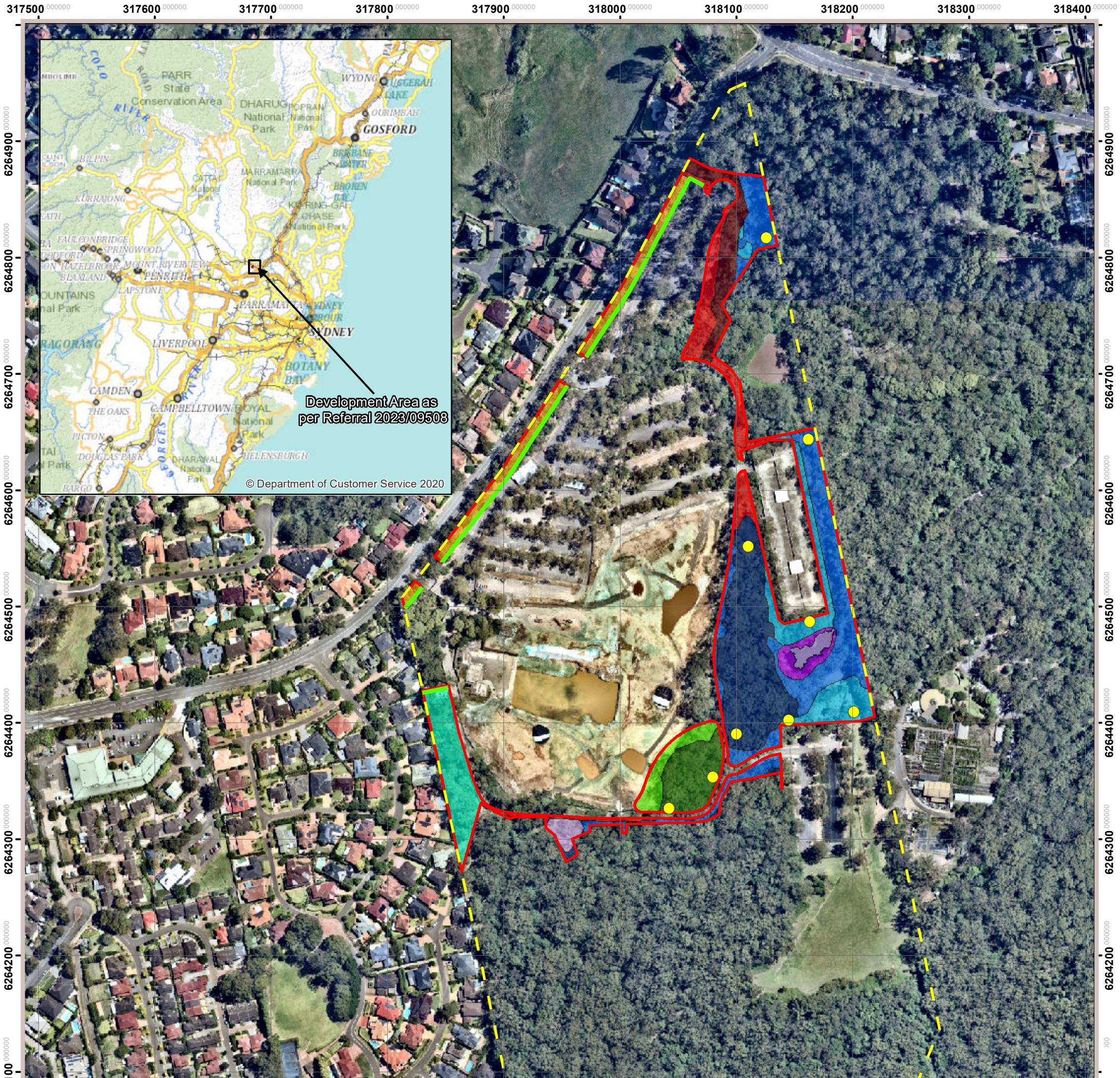


**Figure 6. Indicative locations of Signage and fencing for the subject site**

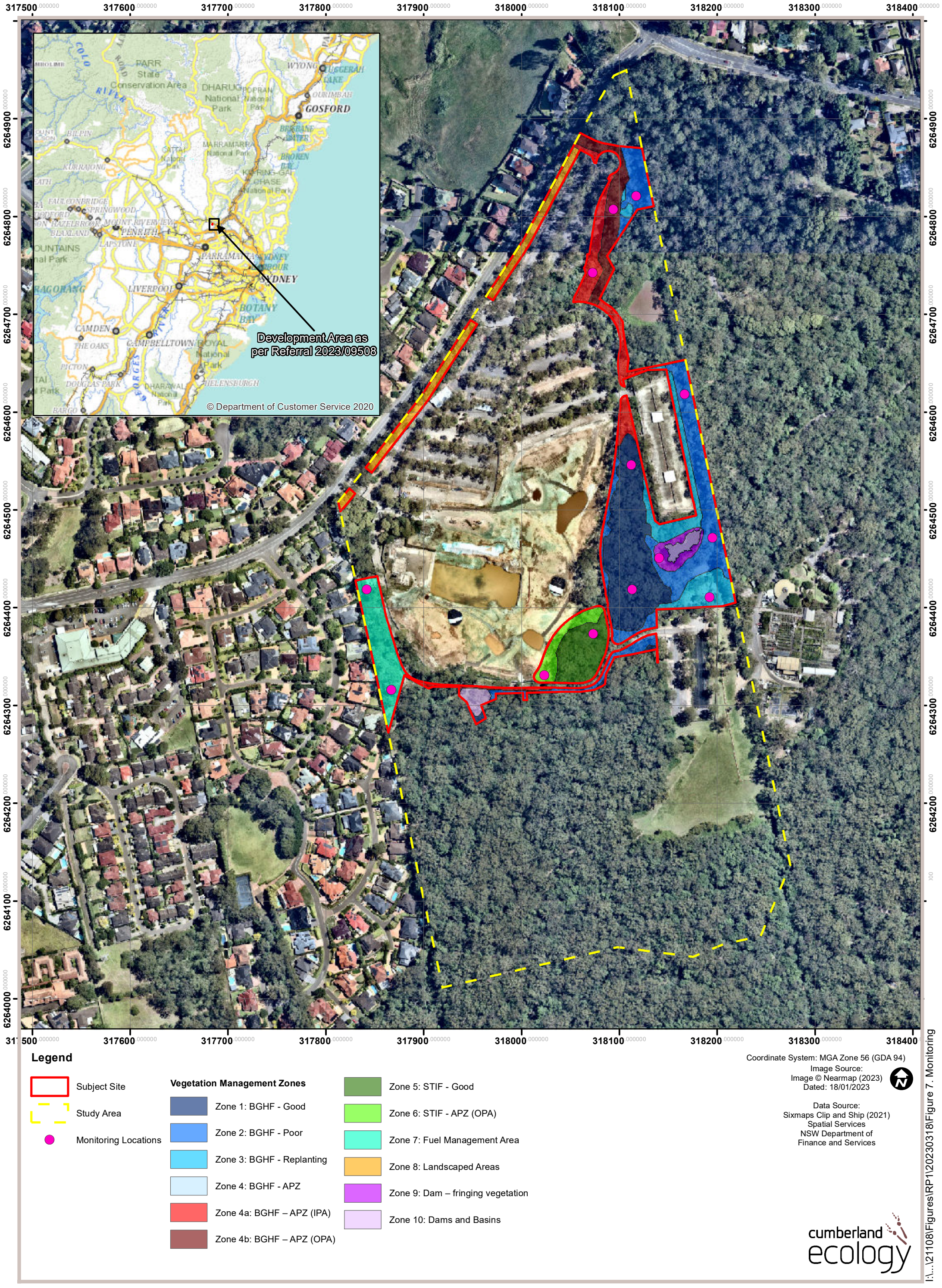


**Figure 7. Indicative locations of monitoring points for the subject site**

## Annexure 17. Fair Trading Consumer Building Guide

# Consumer Building Guide

## Mandatory information for consumers

**Builders and tradespeople must give you a copy of this guide** before entering into a contract for residential building work that costs more than $5,000. Read this guide to help protect your rights, carry out your responsibilities and support your building project.

## Protecting consumers under home building laws

NSW Fair Trading is the NSW Government agency regulating residential building work (including building or trade work on single dwellings, villas, houses and home units) under the *Home Building Act 1989*.

## What to consider before work starts

### Licensing

Licensing requirements include:

- tradespeople and builders carrying out residential building work valued at more than $5,000 must be licensed by NSW Fair Trading (check a licence on the Fair Trading website or by calling 13 32 20)
- regardless of the work's cost, a licence is always required for specialist work (like plumbing, air conditioning and refrigeration, electrical work and gasfitting)
- if the work requires more than one tradesperson, you need a builder to manage the building project and co-ordinate the tradespeople, such as plumbers, painters and carpenters.

### Home Building Compensation Scheme

The State Insurance Regulatory Authority (SIRA) regulates home building compensation (HBC) cover in NSW. HBC cover is required where work is worth more than $20,000 (including labour and materials). The builder or tradesperson must give you evidence of HBC cover before they start work on your project or you pay them any money, including a deposit. For more information or to check the validity of your cover, visit sira.nsw.gov.au or call 13 10 50.

### Approvals

To help your building project go smoothly:

- check with your local council or an accredited private certifier on approvals your building work needs
- engage a building certifier. This is your responsibility, not the builder´s.

### Contracts and payments

**All contracts must be in writing.** The two main contract types are:

- **fixed price or lump sum** - where the builder or tradesperson agrees upfront to a fixed amount for the whole job. Unforeseen changes during construction may affect the final cost
- **cost plus contract** - there is no guaranteed final cost for the job (often this contract is used where the project's nature prevents the final cost from being calculated). The consumer repays the builder for verified direct and indirect costs and fees at regular intervals. It is good practice for the builder to give a non-binding estimate before starting, and track costs with you against the project's budgeted estimate.

Residential building work **worth less than $20,000** must be done under a 'small jobs' contract. The written contract must be dated and signed by, or on behalf of, each party. It may specify that work be paid for at regular intervals. It must contain:

- the parties' names, including the name of the holder of the contractor licence as shown on the contractor licence
- the number of the contractor licence
- a description of the work
- any plans or specifications for the work, and
- the contract price, if known.

Residential building contracts and contracts for specialist work valued at more than $5,000, which require a certifier, must (unless you are a developer) include terms about your freedom to choose your own certifier. The contractor must

also give you prescribed information about certifiers, published by Fair Trading, before entering into a contract.

It is an offence for a contractor to unduly influence your choice of a certifier or object to your choice. Examples of undue influence include:

- making it a requirement of the contract that a specified certifier or class of certifier is or isn't appointed
- offering to change the contract price if a specified certifier or class of certifier is or isn't appointed
- refusing to carry out work under the contract if a specified certifier or class of certifier is or isn't appointed.

Residential building contracts regarding work **worth more than $20,000** requires a full home building contract. As well as all of the requirements of the 'small jobs' contract, it must include other comprehensive information such as the details of the statutory warranties the builder must provide, the cost of any applicable HBC cover and the contract price or warning that the contract price is not known. The contract must also include a checklist prescribed by Fair Trading. Find a **complete list of contract requirements** on our website.

All contracts over $20,000 in value must have a progress payment schedule. Progress payments must match the work carried out and, for cost plus contracts, be supported by receipts or other verifying documents.

Any change you need to make to a contract is a '**variation**'. Variations must be in writing and be signed by both parties to the contract. Almost all will impact the contract price.

The **maximum deposit** you can be asked to pay before work starts is 10%.

## Common traps and tricks

Beware of:

- an extremely low quote compared with others. This may indicate the job's quality is being compromised, or that the builder may not fully understand what is required
- `sales pitches´ putting pressure on you to sign a contract quickly to avoid a price increase
- a builder who recommends you get an owner-builder permit while they organise all the building work. The builder may be trying to avoid responsibility and may not have the right kind of licence or HBC cover.

## When things go wrong

### Statutory warranties

Builders and tradespeople must guarantee that their work is fit-for-purpose, performed diligently and delivered in a reasonable timeframe, in line with the contract. Unless otherwise specified, materials should be new and appropriately used. These warranties are time-limited: legal proceedings to enforce them must be commenced within 6 years for major defects and 2 years for all other defects. There is another 6 months for both warranty periods if the defect only became apparent after 18 months or 5 and a half years. Find out more about these warranties on the Fair Trading website.

### Resolving a dispute with your builder or tradesperson

These steps can help you resolve a dispute:

- **you must notify your builder or tradesperson** and discuss concerns as soon as you become aware of a problem. Follow up with an email or letter
- **understand acceptable work standards** by downloading the *Guide to Standards and Tolerances* from our website
- contact Fair Trading for **free dispute resolution** if you and your builder or tradesperson are unable to resolve the dispute
- lodge a claim with the **NSW Civil and Administrative Tribunal (NCAT)** if you remain unsatisfied with the dispute resolution outcome
- protect your rights under the **HBC Scheme**: contact your insurer or provider as soon as you become aware of defective or incomplete work.

### Home building compensation disputes

For help resolving disputes with a HBC insurer or provider, visit the SIRA website sira.nsw.gov.au or call 13 10 50.

## More information

Visit the Fair Trading website to:

- learn more on your rights and responsibilities and the statutory warranties
- do an online licence check to verify a builder or tradesperson´s licence details
- find out about dispute resolution
- download free home building contracts
- subscribe to enews.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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## Annexure 18. Home Owners Warranty Insurance Certificate