

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

(Sheet 1 of 12 Sheets)

Plan: **DP1315956**

PLAN OF SUBDIVISION OF LOT 1204 IN DP1298371
 AND LOT 2100 IN DP1298502 AND EASEMENTS
 AFFECTING LOT 121 IN DP1284706 AND LOTS 103 AND
 106 IN DP1298342, COVERED BY COUNCIL
 SUBDIVISION CERTIFICATE NO. 14.2023.486.4

Full Name and Address
 of the owner of the land:

Birling Estate Pty Ltd ACN 657 548 073
 975 The Northern Road, Barker 2556

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 Support & Maintenance 0.9 Wide (A)	2156 2157 2158 2159 2160 2161 2162 2163 2164 2167 2168 2169 2170 2171 2172 2173 2174	2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173
2	Right of Access 8.3 Wide (C)	2175	Camden Council
3	Right of Access 6 Wide (D)	2175	Camden Council
4	Easement for Support & Maintenance 0.9 Wide (E)	2172 2173 2174 103/1298342	Part 103/1298342 (Y) Part 103/1298342 (X) Part 103/1298342 (W) 2172
5	Easement for Support & Maintenance 0.9 Wide (E1)	103/1298342	2173

(Sheet 2 of 12 Sheets)

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6	Easement for Support & Maintenance 0.9 Wide (E2)	103/1298342	2174
7	Right of Access 12.45 Wide (K)	121/1284706	4/1218798
8	Restriction on the use of Land	2156 to 2175 inclusive	Camden Council
9	Restriction on the use of Land	2156 to 2175 inclusive	Camden Council
10	Restriction on the use of Land	2156 to 2175 inclusive	Camden Council
11	Restriction on the use of Land	2156 2174	104/1298342, 2157 to 2175 inclusive 104/1298342, 2156 to 2173 inclusive and 2175
12	Restriction on use of Land	2156 2174	104/1298342, 2157 to 2175 inclusive 104/1298342, 2156 to 2173 inclusive and 2175
13	Restriction on use of Land	2175	Camden Council
14	Easement to Drain Water 2 Wide (L)	106/1298342	Camden Council



(Sheet 3 of 12 Sheets)

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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	Right of Access (Whole of Lot) created by DP1298342	1204/1298371	121/1284706 2100/1298502 103/1298342 106/1298342 4/1218798
2	Easement to Drain Water (Whole of Lot) created by DP1298502	1204/1298371	Camden Council

PART 2 (Terms)

1 Dictionary

1.1 Defined Terms

The following terms have the following meanings where used in this Instrument:

- (a) **Act** means the *Conveyancing Act 1919*.
- (b) **Agent** means a person authorised by the Owner.
- (c) **Birling Design & Landscape Guidelines** means the design guidelines (as may be varied from time to time) specified by the Design Review Panel which regulate all building and ancillary landscaping work as applicable to the Development.
- (d) **Council** means Camden Council.
- (e) **Design Review Panel** means design review panel constituted from time to time by Birling Estate Developments Pty Ltd ACN 668 807 663.
- (f) **Development** means the whole of the multi-staged development known as "Birling" comprised of the land known as lots 101-108 (both inclusive) in deposited plan 1298342, lot 121 in deposited plan 1284706 and lot 4 in deposited plan 1218798 (prior to subdivision for the purpose of the development of Birling) or any future lots created from the subdivision of these parcels.
- (g) **Instrument** means this s88B instrument.
- (h) **Owner** means a person who is entitled to an estate or interest in possession in a lot from time to time.

2 Terms of Easement for Support & Maintenance 0.9 wide (A) numbered 1 in the abovementioned plan

2.1 The Owner of the lot burdened grants:

- (a) to the Owner of the lot benefited full and free right and liberty to have a building or any part of a building or any structure erected on the lot benefited, supported, upheld and maintained by the soil and structure erected in that portion of the lot burdened denoted (A) in the abovementioned plan; and

(Sheet 4 of 12 Sheets)

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- (b) to the Owner of the lot benefited, and every Agent of the Owner of the lot benefited, full and free right and liberty to enter upon the lot burdened with any tools, implements or machinery necessary and remain there for any reasonable time for the purpose of repairing and maintaining any part of the soil and structure erected on that portion of the lot burdened denoted (A) in the abovementioned plan.
- 2.2 The Owner of the lot burdened must not allow any part of a building or any structure or item to be constructed or to remain on that portion of the lot burdened denoted (A) in the abovementioned plan that would prevent or constrain access by the Owner of the lot benefited to that portion of the lot burdened denoted (A) in the abovementioned plan. For the avoidance of doubt, the granting of this easement is subject to the right of Owner of the lot burdened constructing or having in existence, eaves and guttering on a building or structure on the lot burdened that overhang that portion of the lot burdened denoted (A) in the abovementioned plan, provided they do not prevent or constrain reasonable access and use by the Owner of the lot benefited to that portion of the lot denoted (A) in the abovementioned plan for its intended purpose pursuant to the easement created under this clause 2.
- 2.3 The Owner of the lot benefited may:
- (a) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (A) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on:
- (i) the lot benefited; and
- (ii) any structure constructed or to be constructed by the Owner of the lot benefited, which cannot otherwise reasonably be carried out;
- (b) do anything reasonably necessary for the purpose set out in clause 2.3(a) including:
- (i) entering into the lot burdened;
- (ii) taking anything onto the lot burdened; and
- (iii) carrying out the necessary works.
- 2.4 In exercising the powers in this easement, the Owner of the lot benefited must:
- (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

Name of person or authority whose consent is required to release, vary or modify the Easement for Support & Maintenance 0.9 wide (A) numbered 1 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

3 Terms of Right of Access 8.3 wide (C) numbered 2 in the abovementioned plan

- 3.1 A right of access as set out in Schedule 4A, Part 11 of the *Conveyancing Act, 1919*, as amended, together with the right for the benefited authority and every person authorised by it to go, pass and repass across the easement site at all times with or without vehicles.

(Sheet 5 of 12 Sheets)

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- 3.2 The Owner of the lot burdened must maintain and repair the temporary turning head in that portion of the lot burdened denoted (C) in the abovementioned plan.

Name of person or authority whose consent is required to release, vary or modify the Right of Access 8.3 wide numbered 2 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

4 Terms of Right of Access 6 wide (D) numbered 3 in the abovementioned plan

- 4.1 A right of access as set out in Schedule 4A, Part 11 of the *Conveyancing Act, 1919*, as amended, together with the right for the benefited authority and every person authorised by it to go, pass and repass across the easement site at all times with or without vehicles.
- 4.2 The Owner of the lot burdened must maintain and repair the temporary turning head in that portion of the lot burdened denoted (D) in the abovementioned plan.

Name of person or authority whose consent is required to release, vary or modify the Right of Access 6 wide (D) numbered 3 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

5 Terms of Easement for Support & Maintenance 0.9 wide (E) numbered 4 in the abovementioned plan

- 5.1 The Owner of the lot burdened grants to the Owner of the lot benefited:

- (a) full and free right and liberty to have the retaining wall, any part of the retaining wall or any structure appurtenant to the retaining wall constructed on the lot benefited, supported, upheld and maintained by the soil and any structure erected in that portion of the lot burdened denoted (E) in the abovementioned plan; and
- (b) full and free right for the Owner of the lot benefited and every Agent of the Owner of the Lot benefited, to:
 - (i) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (E) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on the retaining wall located on the lot benefited which cannot otherwise reasonably be carried out;
 - (ii) do anything reasonably necessary for the purpose set out in clause including:
 - (A) entering into the lot burdened;
 - (B) taking anything onto the lot burdened; and
 - (C) carrying out the necessary works.

- 5.2 In exercising the powers in this easement, the Owner of the lot benefited must:

- (a) ensure all work carried out from the lot burdened is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and



(Sheet 6 of 12 Sheets)

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- (e) make good any collateral damage.
- 5.3 The Owner of the lot burdened must maintain and repair the retaining wall in that portion of the lot burdened denoted (E) in the abovementioned plan and is not permitted to remove or damage any part of the retaining wall including subsoils, alter the surface level, carry out any excavation or restrict access within that part of the lot burdened denoted (E) in the abovementioned plan.
- Name of person or authority whose consent is required to release, vary or modify the Easement for Support & Maintenance 0.9 wide (E) numbered 4 in the abovementioned plan**
- Camden Council
- The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.
- 6 Terms of Easement for Support & Maintenance 0.9 wide (E1) numbered 5 in the abovementioned plan**
- 6.1 The Owner of the lot burdened grants to the Owner of the lot benefited:
- (a) full and free right and liberty to have the retaining wall, any part of the retaining wall or any structure appurtenant to the retaining wall constructed on the lot benefited, supported, upheld and maintained by the soil and any structure erected in that portion of the lot burdened denoted (E1) in the abovementioned plan; and
- (b) full and free right for the Owner of the lot benefited and every Agent of the Owner of the Lot benefited, to:
- (i) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (E1) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on the retaining wall located on the lot benefited which cannot otherwise reasonably be carried out;
- (ii) do anything reasonably necessary for the purpose set out in clause including:
- (A) entering into the lot burdened;
- (B) taking anything onto the lot burdened; and
- (C) carrying out the necessary works.
- 6.2 In exercising the powers in this easement, the Owner of the lot benefited must:
- (a) ensure all work carried out from the lot burdened is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.
- 6.3 The Owner of the lot burdened must maintain and repair the retaining wall in that portion of the lot burdened denoted (E1) in the abovementioned plan and is not permitted to remove or damage any part of the retaining wall including subsoils, alter the surface level, carry out any excavation or restrict access within that part of the lot burdened denoted (E1) in the abovementioned plan.
- Name of person or authority whose consent is required to release, vary or modify the Easement for Support & Maintenance 0.9 wide (E1) numbered 5 in the abovementioned plan**
- Camden Council



(Sheet 7 of 12 Sheets)

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The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

7 Terms of Easement for Support & Maintenance 0.9 wide (E2) numbered 6 in the abovementioned plan

7.1 The Owner of the lot burdened grants to the Owner of the lot benefited:

- (a) full and free right and liberty to have the retaining wall, any part of the retaining wall or any structure appurtenant to the retaining wall constructed on the lot benefited, supported, upheld and maintained by the soil and any structure erected in that portion of the lot burdened denoted (E2) in the abovementioned plan; and
- (b) full and free right for the Owner of the lot benefited and every Agent of the Owner of the Lot benefited, to:
 - (i) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (E2) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on the retaining wall located on the lot benefited which cannot otherwise reasonably be carried out;
 - (ii) do anything reasonably necessary for the purpose set out in clause including:
 - (A) entering into the lot burdened;
 - (B) taking anything onto the lot burdened; and
 - (C) carrying out the necessary works.

7.2 In exercising the powers in this easement, the Owner of the lot benefited must:

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

7.3 The Owner of the lot burdened must maintain and repair the retaining wall in that portion of the lot burdened denoted (E2) in the abovementioned plan and is not permitted to remove or damage any part of the retaining wall including subsoils, alter the surface level, carry out any excavation or restrict access within that part of the lot burdened denoted (E2) in the abovementioned plan.

Name of person or authority whose consent is required to release, vary or modify the Easement for Support & Maintenance 0.9 wide (E2) numbered 6 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

8 Terms of Right of Access 12.45 wide (K) numbered 7 in the abovementioned plan

8.1 A right of access as set out in Schedule 8, Part 14 of the *Conveyancing Act, 1919*, as amended, together with the right for the benefited authority and every person authorised by it to go, pass and repass across the easement site at all times with or without vehicles.

(Sheet 8 of 12 Sheets)

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Name of person or authority whose consent is required to release, vary or modify the Right of Access 12.45 wide numbered 7 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

9 Terms of Restriction on the Use of Land numbered 8 in the abovementioned plan

- 9.1 In this restriction "**Salinity Plan & Lot Classification and Salinity Assessment**" means the Salinity Investigation and Management Plan – Stage 1 Birling Project 204684.01 dated June 2022 and the Report of Lot Classification and Salinity Assessment – Stage 2B Birling Project 204684.17 dated 13 January 2026, prepared by Douglas Partners Pty Ltd.
- 9.2 No construction work including earthworks, imported fill, landscaping, buildings, and associated infrastructure is permitted on the lot burdened unless carried out, or constructed in accordance with the Salinity Plan & Lot Classification and Salinity Assessment.
- 9.3 No building shall be constructed on the lot burdened unless the footings/foundations have been designed by a qualified Civil/Structural Engineer.

Name of person or authority empowered to release, vary or modify the Restriction on the Use of Land numbered 8 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

10 Terms of Restriction on the Use of Land numbered 9 in the abovementioned plan

- 10.1 In this restriction, "**Traffic Assessment Acoustic Report**" means the approved acoustic report "Birling Desktop Traffic Noise Assessment for Stage 1 & 2 – TM564-01F02" dated 30 August 2023 prepared by Renzo Tonin & Associates Acoustics.
- 10.2 No dwelling, boundary fence or improvement shall be constructed on the lot burdened unless constructed in accordance with Traffic Assessment Acoustic Report.

Name of person or authority empowered to release, vary or modify the Restriction on the Use of Land numbered 9 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

11 Terms of Restriction on the Use of Land numbered 10 in the abovementioned plan

No driveway is permitted to be constructed on a lot within 1m of pram ramps or in locations where it would conflict with other road related infrastructure.

Name of person or authority empowered to release, vary or modify the Restriction on the Use of Land numbered 10 in the abovementioned plan

Camden Council

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(Sheet 9 of 12 Sheets)

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12 Terms of Restriction on Use of Land numbered 11 in the abovementioned plan

No dwelling shall be constructed or permitted to be constructed or remain on the lots burdened other than double storey dwellings.

Name of person or authority empowered to release, vary or modify the Restriction on the Use of Land numbered 11 in the abovementioned plan

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

13 Terms of Restriction on the Use of Land numbered 12 in the abovementioned plan

- 13.1 No dwelling shall be constructed or permitted to be constructed or remain on a lot burdened unless a front fence (facing the street) is also constructed or established on the lot burdened and that the front fence:

- (a) complies with the Birling Design & Landscape Guidelines;
- (b) is consistent with the design, specifications and standards in the concept plans prepared by Taylor Brammer dated 29 November 2024; and
- (c) complies with any other conditions required by any relevant consent authority.

- 13.2 These restrictions shall expire and have no further force or effect on the date being two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by the Design Review Panel on the last remaining lot in the Development such that there are no further vacant lots in the Development Site (excluding any lots upon which no dwelling is permitted to be constructed).

Name of person or authority empowered to release, vary or modify the Restriction on the Use of Land numbered 12 in the abovementioned plan

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land

14 Terms of Restriction on the Use of Land numbered 13 in the abovementioned plan

- 14.1 No further development is permitted on the burdened lot until such time that the temporary turning head and temporary road are removed to the satisfaction of Camden Council and further development consent is granted.

Name of person or authority empowered to release, vary or modify the Restriction on the Use of Land numbered 13 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

15 Terms of Easement to Drain Water 2 wide (L) numbered 14 in the abovementioned plan

- 15.1 An easement to drain water as set out in Schedule 4A, Part 3 of the *Conveyancing Act, 1919*, as amended.

(Sheet 10 of 12 Sheets)

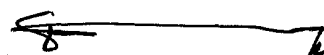
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**Name of person or authority whose consent is required to release, vary or modify the
easement to Drain Water 2 wide numbered 14 in the abovementioned plan**

Camden Council

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Camden Council Authorised Person



(Sheet 11 of 12 Sheets)

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Execution by Registered Proprietor

Executed by Birling Estate Pty Ltd ACN 657 548

073 in accordance with section 127 of the
Corporations Act 2001



.....
Signature of director

Malcolm Katon

.....
Name of director – BLOCK LETTERS



.....
Signature of director/secretary

Winton Anton

.....
Name of director/secretary – BLOCK LETTERS



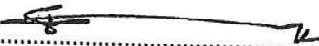
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(Sheet 12 of 12 Sheets)

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Execution by Camden Council

Signed on behalf of The Council of Camden ABN 31 117 341 764
by its Authorised Delegate pursuant to s.378 of the Local Government Act 1993


.....
Signature of Authorised Delegate

Sugale Mohamed
.....
Name of Authorised Delegate - BLOCK LETTERS

I certify that I am an eligible witness and that the Authorised Delegate signed in my presence:


.....
Signature of witness

MADELEINE ROSEVEAR
.....
Name of witness - BLOCK LETTERS

70 CENTRAL AVENUE ORAN PARK NSW 2570
.....
Address of witness

Execution by Mortgagee

REGISTERED:



11/08/2026

**Land and Property Information
NEW SOUTH WALES**

I certify the person(s) signing opposite,
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

Certified correct for the purposes of the
Real Property Act 1900 by the person(s)
named below who signed this instrument
pursuant to the power of attorney specified.

Signature of witness: 
.....

Signature of attorney: 
.....

Name of witness: Mina Anwar
.....

Attorney's name: PETER HORWICK
.....

Address of witness: 11 Harbour Street, Sydney NSW
.....

Attorney's position: DIRECTOR
.....

Street, Sydney NSW
.....

Signing on behalf of: **COMMONWEALTH
BANK OF AUSTRALIA
ABN 48 123 123 124**

Power of attorney - Book: 4833 No. 698

