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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Simon Property Co – Real Estate** **Shop 2N/351 Oran Prak Drive, Oran Park, NSW 2570**	**Phone: 02 46022000**
co-agent		
vendor	**Joanne Georges**	
vendor's solicitor	**Finn Roache** **Level 8, 191 Clarence Street, Sydney NSW 2000** **PO Box Q1885, Sydney NSW 2000**	**Phone: 02 8297 1100** **Email: cindy@finns.com.au** **Ref: CD:255593**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**18A Kew Street, Gregory Hills 2557** **Registered Plan: Lot 1 Plan DP 1243136** **Folio Identifier: 1/1243136**	
	☒ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: duplex	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

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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 exemption, in the space below):

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

Land tax is adjustable	☐ NO	☒ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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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 that is 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 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

Other

- ☐ 60

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

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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.

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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.

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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.

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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 – ● the issuer; ● the expiry date (if any); and ● 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*;

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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 – ● issued by a *bank* and drawn on itself; or ● 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.

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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*.

TAKE N STORE GORY HILLS NSW 2527

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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.

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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.

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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.

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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.

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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.

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THIS IS THE ANNEXURE OF SPECIAL CONDITIONS REFERRED TO IN CONTRACT FOR SALE OF LAND

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33. Amendments to Printed Form of Contract

For every purpose of this Contract the terms of provisions 1 to 32 as printed on pages 4 to 19 inclusive of the form of Contract to which these provisions are annexed will be deemed to be amended as follows:

33.1. Provision 3 is deleted.
33.2. Provision 8.1 – delete the words "on reasonable grounds".
33.3. Provision 10.1.1 – insert "or any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that Act.
33.4. Provision 10.1.8 and 10.1.9 are amended by:

(a) Replacing "substance" with "existence";
(b) Replacing "disclose" with "noted"; and
(c) Inserting the following words at the end of provision 10.1.9:

"For the purposes of this contract, including 10.1.8 & 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the Contract of copies of the documents creating, referring, or otherwise giving rights to that easement or restriction".

33.5. Provision 11.2 is deleted.
33.6. Provisions 16.8 & 26 are deleted.

34. Rights of Parties Upon Death and Mental Illness

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein, should either party (if more than one person comprises that party, then any one of them) prior to completion:

34.1. die or become mentally ill; or
34.2. being a company, resolves to go into liquidation, have a winding up petition presented against it, enter into any scheme of arrangement with its creditors or have a liquidator, receiver or official manager appointed;

then either party may at any time thereafter rescind this contract by notice in writing, whereupon the provisions of clause 19 shall apply.

35. Completion

35.1. If the Purchaser does not complete by the completion date then the Purchaser shall as from the completion date pay interest on the balance of the price at a rate of eight per centum (8%) per annum on a daily basis from the completion date until actual completion (or if the vendor shall not by then be ready, willing and able to complete, then the date from which interest shall commence shall be the date on which the Vendor is ready willing and able to complete), payable on completion. Nothing contained in this condition shall affect the Vendor's other rights to enforce this contract or pursuant to this contract in the event of default by the Purchaser. This is an essential term of this contract.

35.2. If completion of this Contract does not take place by 5:00 pm on the completion date then, without prejudice to any other rights or remedies the Vendor may have, the Vendor may at any time thereafter, by notice in writing to the Purchaser, require completion to take place not less than fourteen (14) days after service of such notice and make time of the essence of this contract in respect of such notice.

35.3. If the Vendor issues a notice to complete pursuant to clause 35.2 then the Purchaser shall pay to the Vendor $300.00 plus GST on completion as compensation for the additional legal expenses incurred by the Vendor as a result of the Purchaser's default. This is an essential term of this contract.

36. Condition

Subject to the provisions of this Contract, Section 52A(2)(b) of the *Conveyancing Act, 1919* and the Regulations under that Act and to the *Conveyancing (Sale of Land) Regulation 2017*, the Purchaser acknowledges and agrees that:

36.1. the Purchaser buys the property together with the improvements thereto and any items included in the sale relying upon the Purchaser's own knowledge inspection and inquiries and does not rely on any warranties or representations made by or on behalf of the Vendor;

36.2. any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any purpose for which any building which is or may be erected on the property can be used are expressly negatived; and

36.3. no objection or requisition or claim for compensation will be made by the Purchaser in respect of, nor will the Purchaser be entitled to rescind this Contract or delay completion by reason of, any of the following matters:

(a) the condition of the property, improvements and inclusions;

(b) lost, damage, dilapidation, mechanical breakdown or defect, whether latent or patent, which may affect the property, improvements or inclusions between the Contract date and completion;

(c) the condition, existence or non-existence of services; or

(d) the condition, existence or non-existence of fences.

36.4. The Purchaser cannot require the Vendor to carry out any work to the property or to compensate the Purchaser for carrying out work to the property, improvements or inclusions.

37. Survey Report/Building Certificate

37.1. The Vendor does not hold a survey report and, despite anything contained in this Contract or a rule of law to the contrary, the Vendor shall not be required to do any work or spend any money on or in relation to the property, nor make application for or do anything towards obtaining a Building Certificate.

37.2. If the Purchaser obtains a Building Certificate from the local council, then it does so at its own expense and if the local Council refuses or fails to issue a

Building Certificate, the reason for refusal or failure to issue it will not constitute a defect in title and the Purchaser must not make any objection, requisition or claim for compensation, or seek to rescind or terminate this contract, or delay completion, because of any matter arising from an application for a Building Certificate.

38. Withdrawal of Caveat, Discharge of Mortgage

The Purchaser acknowledges that if there is now, or prior to completion, there shall be lodged or registered any mortgage, encumbrance, lease or caveat to which the Purchaser's assurance is not hereby made subject then the Purchaser shall not be entitled to require a discharge, reconveyance, surrender or withdrawal (as the case may be) of the same to be executed or registered prior to completion but will on completion accept a duly executed and attested discharge, reconveyance, surrender or withdrawal (as the case may be) with the appropriate registration fee. A notice by the Vendor to the Purchaser to complete this contract shall not be invalidated by reason only of the existence at the time of the notice of such a mortgage, encumbrance, lease or caveat whether or not at that time a discharge, reconveyance, surrender or withdrawal of the same shall have been duly executed by the person entitled so to do and attested.

39. Adjustment of Water Usage Charges

The Vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying:

39.1 the number of unbilled days up to and including the adjustment date by

39.2 the average charge per day for usage for the last period the which an account issued.

Each party agrees that if on completion any apportionment of outgoings required to be made under this Agreement is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

40. Agent

The Purchaser warrants that the Purchaser, and any party associated with or related to the Purchaser, has not had dealings relating to the subject property with any agent other than the Vendor’s agent which may give rise to a claim against the Vendor for agent’s commission on this sale. The Purchaser indemnifies the Vendor in respect of any such claim before and after completion.

41. Release of Deposit

Notwithstanding anything else herein contained, the Purchaser agrees to release to the Vendor the deposit paid herein to be used by the Vendor as a deposit on a purchase of another property and stamp duty payable on the contract in respect to such purchase and to give such authority as may be required to the Vendor’s agent and/or solicitor for this purpose. It is acknowledged that a letter to this effect from the Vendor’s solicitors to the Purchaser’s solicitors will be sufficient evidence in this

regard and the purchaser agrees, on his solicitor's receipt of such letter, to authorise the agent to release the sum requested from the deposit.

42. Deposit less than 10%

Despite any other provision of this Contract, if:

42.1 The deposit agreed to be paid (or actually paid) by the Purchaser is less than ten per centum (10%) of the purchase price, and

42.2 The Vendor becomes entitled to forfeit the deposit actually paid;

the Purchaser will immediately upon demand pay to the Vendor the difference between ten per centum (10%) of the purchase price and the amount actually paid (to the intent that a full ten per centum (10%) of the purchase price is forfeitable by way of deposit upon default by the Purchaser).

43. Consumer Credit Code

43.1 The Purchaser warrants to the Vendor that:

(a) The Purchaser does not require finance to purchase the subject property; or

(b) The Purchaser has obtained approval for finance to purchase the subject property.

(c) Noting the above sub clauses (a) and (b), the Purchaser does not rely on the provisions of the Consumer Credit Code

43. Foreign Investment Warranty

43.1 In this clause "foreign person" means a "foreign person" within the meaning of section 4 of the *Foreign Acquisition and Takeovers Act 1975*.

43.2 The Purchaser warrants that he is not a "foreign person" as defined in the previous subclause. Alternatively, if the Purchaser is a foreign person, then the previous warranty is not given and the Purchaser warrants that he has obtained the necessary consent under the *Foreign Acquisitions and Takeovers Act 1975* for the purchase of the property.

43.3 In the event of there being a breach of the warranty contained in this clause, whether deliberately or unintentionally, the Purchaser agrees to indemnify and save harmless and to compensate the Vendor in respect of any loss, damage or costs, charges and expenses (including legal costs, charges and expenses) which may be incurred by the Vendor as a result of such breach.

44. No Warranty by the Vendor as to Use of the Property

44.1 The Purchaser must satisfy itself on all matters regarding the use of the Property.

44.2 The Vendor gives no warranty as to the use to which the Property may be lawfully used.

44.3 By entering this contract, the Purchaser warrants that they do so with full knowledge and subject to any prohibition or restriction upon use of the Property, whether under any Act, Ordinance, Regulation, By-law, Local Environmental Plan, Interim Development Order, Order of the Court, or otherwise.

44.4 In circumstances where the Vendor has put the Property to a use that is only permissible with consent of an authority under any Act, Ordinance, Regulation, By-law, Local Environmental Plan, Interim Development Order, Order of the Court or otherwise, the Purchaser must obtain such consent at the Purchaser's own expense.

44.5 Completion of this contract will not be conditional upon the Purchaser obtaining the consent mentioned in clause 44.4.

45. Building Certificates

45.1 Notwithstanding any applicable law, The Purchaser acknowledges that this contract is not conditional upon the issue of any certificate by the relevant Local Council, or any other authority.

45.2 Should the Purchaser apply for any such certificate referred to in clause 45.1 prior to completion and such authority refuses to issue any certificate for any reason or requires work to be done before it issues any such certificate, the Purchaser shall not be entitled to rescind, make a claim or requisition or terminate and shall not require the Vendor to comply with any notice.

45.3 The Purchaser shall remedy the reason or do the work to comply with any notice referred to in clause 45.2 at their own expense.

46. Swimming Pool

If the property contains a swimming pool and a certificate of non-compliance is attached to this Contract:

46.1 The Purchaser takes the swimming pool and surrounds and fencing in its present state of repair.

46.2 The Purchaser is not entitled to make a claim, objection, requisition, delay completion, rescind or terminate this Contract because of any matter or thing relating to the swimming pool and its surrounds and fencing.

46.3 If a competent authority issues a notice requiring that work be done under the *Swimming Pools Act 1992* (NSW), then the Purchaser must ensure that the work is carried out and at his own expense.

46.4 After completion, the Purchaser must ensure that he complies with the requirements of the *Swimming Pools Act 1992* (NSW) and its regulations.

47. Conditions of sale of land by auction

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

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

47.2 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The Vendor's reserve price must be given in writing to the auctioneer before the auction commences;

(b) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor;

(c) The highest bidder is the purchaser, subject to any reserve price;

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor;

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

(g) A bid cannot be made or accepted after the fall of the hammer; and

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

47.3 The following conditions, in addition to those prescribed by subclause 48.2, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the bidders record and display an identifying number when making a bid;

(b) The auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(c) Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'Vendor bid'.

47.4 The following conditions, in addition to those prescribed by subclauses 48.2 and 48.3 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase interest of a co-owner;

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

48. Requisitions on Title

48.1 For the purpose of printed clause 5, the purchaser shall only be entitled to serve requisitions in the form attached to this contract.

48.2 Nothing in this clause prevents the Vendor from amending the replies to requisitions prior to completion.

49. Guarantee for corporate purchaser

In consideration of the vendors contracting with the corporate purchaser,

_____ (**the guarantor**), as is evidenced by the guarantor's execution hereof, guarantees the performance by the purchaser of all of the purchaser's obligations under the contract and indemnifies the vendors against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendors may seek to recover any losses from the guarantor before seeking coverage from the purchaser and any settlement or compromise with the purchaser will release will not release the guarantor from the obligation to pay any balance that maybe owing to the vendors. This guarantee is binding on the guarantor, his executors, administrators and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)
the guarantor in the presence of:)

_____	_____
Signature of Witness	Signature of guarantor
_____	_____
Name of Witness	Name of guarantor
_____	_____
Address of Witness	Address of guarantor

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1243136

SEARCH DATE	TIME	EDITION NO	DATE
28/10/2025	12:58 PM	3	17/9/2025

LAND

LOT 1 IN DEPOSITED PLAN 1243136
AT GREGORY HILLS
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1243136

FIRST SCHEDULE

JOANNE GEORGES

SECOND SCHEDULE (14 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1119742 RESTRICTION(S) ON THE USE OF LAND
3 DP1153636 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
4 DP1153636 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
5 DP1188124 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
6 DP1188124 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
7 DP1208219 EASEMENT FOR SUPPORT 1.4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1208219 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
9 DP1208219 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
10 DP1208219 POSITIVE COVENANT
11 DP1208219 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
12 DP1243136 RESTRICTION(S) ON THE USE OF LAND
13 DP1243136 CROSS EASEMENTS FOR PARTY WALLS (S. 88BB CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL(S) SHOWN IN THE TITLE DIAGRAM
14 AV431221 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

END OF PAGE 1 - CONTINUED OVER

NOTATIONS (CONTINUED)

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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Req:R166526 /Doc:DP 1243136 P /Rev:16-Feb-2023 /NSW LRS /Prt:28-Oct-2025 13:04 /Seq:1 of 4
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M.G.A. SCIMS

STREET — DP 1188124 — 6098 — 8036 — 8037 — DP 1208219

RMDH&W'S FD. 86°22'30" 3.85 & 11.85 (DP 1188124)

13°21'25" 5.36

103°21'25" 30

6099

CH. 20°46'15" 27.72

14° 23' 15" 12.5

15° 20' 25" 2.365

SSM 191829 FD. (EST'D.) "X"

RMDH&W'S FD. 170°04'55" 3.605 & 169°20' 11.155 (DP 1208219)

8035 DP 1208219

[N] [M] 7.705 0.99

118°11'05" 37.44

(14.8 WIDE & VAR.)

40°51'40" 25.595

CH. 54°08' 19.78

RMDH&W'S FD. 118°11'05" 3.57 & 11.14 (DP 1188124)

28°11'05" 6.105

15° 18' 50" 8.51

[M] SEE DIAGRAM

1 310.1 m²

118°11'05" 35.675

2 301.4 m²

35.25 118°11'05"

255°58'30" 19.98

RMDH&W 262°09'40" 4.445

RMDH&W'S FD. 169°41'55" 5.305 & RM SSM 191829 FD. 169°41'55" 14.755 (DP 1208219)

8020

6101

118°11'05" 30

6102

208°11'05" 10.005

25° 18' 05" 5

8.5

8.5

RMDH&W 297°25' 3.615

8033

8019

STREET

57.38

SPITZER

51°25'10" 92.23

8001

8032

DP 1208219

8031

8018

8002

8030

11'

75.8

207°10'58" 132.544 MGA GROUND
207°10'58" 132.55 BY SURVEY

(14.8 WIDE & VAR.)

RMDH&W'S FD. 120°00' 3.595 & 11.125 (DP 1208219)

8017

11'

49.92

8029

8016

SSM 177058 FD. (EST'D.)

ATLANTIS CRESCENT

122°21'28" 79.781 MGA GROUND
122°21'30" 79.78 BY SURVEY

255°16'05" 4.085

208°

208°

122°21'10" 14.84

RMDH&W'S FD. 345°48'20" 3.735 (DP 1208219)

RMDH&W'S FD. 122°21'10" 3.59 & 11.29 (DP 1208219)

SP 94710

"Y"

SSM 191828 FD. (EST'D.)

[M] EASEMENT FOR SUPPORT 1.4 WIDE (DP 1208219)
[N] EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1188124)

[A1] CENTRE OF BRICK PARTY WALL 0.35 WIDE
[A2] CENTRE OF BRICK PARTY WALL 0.27 WIDE
[A3] CENTRE OF BRICK PARTY WALL 0.48 WIDE

WFW - WESTERN FACE CONCRETE BLOCK WALL
MPF - RECENT METAL PANEL FENCE

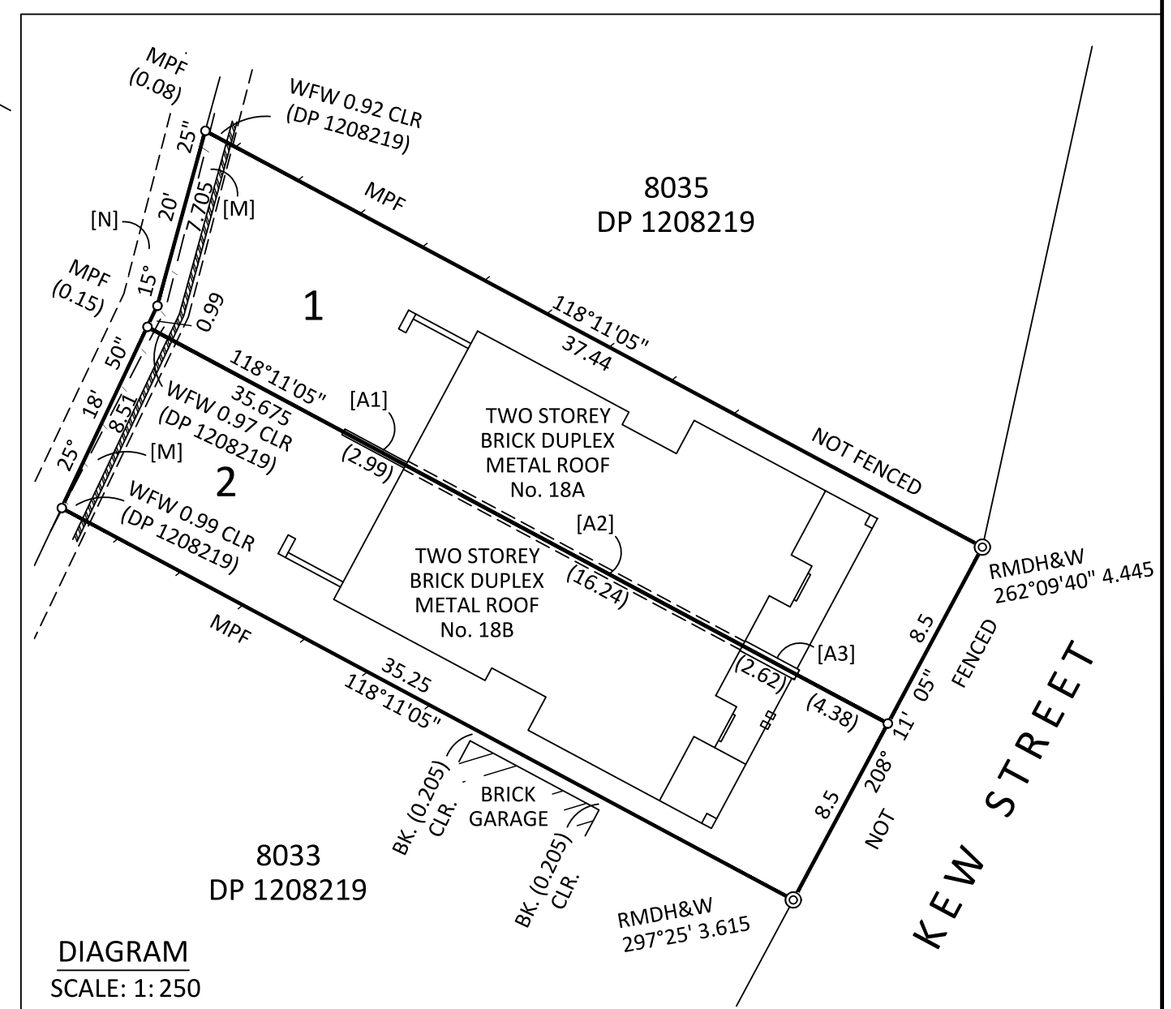


DIAGRAM
SCALE: 1: 250

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 177058	294602.940	6231906.553	C	-	SCIMS	FOUND
SSM 191828	294670.339	6231863.850	C	-	SCIMS	FOUND
SSM 191829	294730.895	6231981.767	C	-	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 6-7-2022 MGA ZONE: 56 MGA DATUM: GDA2020						
COMBINED SCALE FACTOR: 1.000097						

SURVEYOR
Name: GREGORY JOHN BOOT
Date: 6/07/2022
Reference: 6459

PLAN OF SUBDIVISION OF LOT 8034 IN DP 1208219

L.G.A: CAMDEN
Locality: GREGORY HILLS
Reduction Ratio 1: 400
Lengths are in metres

REGISTERED
16/02/2023

DP1243136

Req:R166526 /Doc:DP 1243136 P /Rev:16-Feb-2023 /NSW LRS /Prt:28-Oct-2
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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Registered: 16/02/2023 Office Use Only

Title System: TORRENS

Office Use Only

DP1243136

PLAN OF SUBDIVISION OF
LOT 8034 IN DP 1208219

LGA: **CAMDEN**
Locality: **GREGORY HILLS**
Parish: **NARELLAN**
County: **CUMBERLAND**

Survey Certificate

I, GREGORY JOHN BOOT

of SUMMIT GEOMATIC P/L PO BOX 7809 BAULKHAM HILLS BC

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 6/7/2022, 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: Electronically signed by me Gregory John Boot affixed by me 15/07/2022 Dated: 15/07/2022

Surveyor Identification No: SU000043

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, Michael Grasso

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: CAMDEN COUNCIL

Date of endorsement: 22/11/2022

Subdivision Certificate number: 14.2017.1798.1

File number: DA/2017/1798

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.
DP 1208219

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

Surveyor's Reference: **6459**

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

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

Registered: 16/02/2023 Office Use Only

Office Use Only

DP1243136

PLAN OF SUBDIVISION OF
LOT 8034 IN DP 1208219

Subdivision Certificate number: 14.2017.1798.1

Date of Endorsement: 22/11/2022

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.

SSI REGULATION 2017 CLAUSE 60(c) – SCHEDULE OF STREET ADDRESSES				
Lot number	Street number	Street name	Street type	Locality
1	18A	KEW	STREET	GREGORY HILLS
2	18B	KEW	STREET	GREGORY HILLS

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND

JOANNE GEORGES

Registered Proprietor

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6459

Req:R166526 /Doc:DP 1243136 P /Rev:16-Feb-2023 /NSW LRS /Prt:28-Oct-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

Registered: 16/02/2023 Office Use Only

Office Use Only

DP1243136

PLAN OF SUBDIVISION OF
LOT 8034 IN DP 1208219

Subdivision Certificate number: 14.2017.1798.1

Date of Endorsement: 22/11/2022

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

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorney:

Antonio Varricchio
Tier Three Attorney
The Mortgage Centre

Power of Attorney registered at
NSW Land Registry Services
Book 4299 No. 332

I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of Witness:
Name of Witness: Elizabeth Ann Barnes
Address of Witness: 25 Pierson Street LOCKLEYS SA 5032
Daytime telephone number of Witness: 1300 738 895

.....
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6459

Req:R166527 /Doc:DP 1243136 B /Rev:16-Feb-2023 /NSW LRS /Prt:28-Oct-2025 13:04 /Seq:1 of 4
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Plan: DP1243136

PLAN OF SUBDIVISION OF LOT 8034 IN DP 1208219 COVERED BY SUBDIVISION CERTIFICATE No. 14.2017.1798.1 DATED 22/11/2022

Full Name and Address of the Registered Proprietors of the Land:

JOANNE GEORGES

ADDRESS 18 Kew St: Gregory Hills:

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.	RESTRICTION ON THE USE OF LAND	Lots 1 & 2	CAMDEN COUNCIL

PART 2

1. **Terms of Restriction Firstly referred to in the abovementioned plan.**

No buildings are permitted outside the boundaries of the building envelopes as shown on the approved plans for DA/2017/1798/1.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO VARY, MODIFY OR RELEASE THE ABOVE TERMS OF REFERENCE IN THE ABOVE MENTIONED PLAN

Camden Council

Approved by Camden Council .....Authorised Officer

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Plan: DP1243136

PLAN OF SUBDIVISION OF
LOT 8034 IN DP 1208219
COVERED BY SUBDIVISION
CERTIFICATE No. 14.2017.1798.1
DATED ...22/11/2022

SIGNED SEALED AND DELIVERED by

JOANNE GEORGES

.....
Signature of Registered Proprietor

.....
Signature of Witness

ZARIDE GEORGES
Name of Witness (please print)

8 Match Place Oran Park
Address of Witness (please print)

Approved by Camden Council .....Authorised Officer

Req:R166527 /Doc:DP 1243136 B /Rev:16-Feb-2023 /NSW LRS /Prt:28-Oct-2025 13:04 /Seq:3 of 4
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Plan: DP1243136

PLAN OF SUBDIVISION OF LOT 8034 IN DP 1208219 COVERED BY SUBDIVISION CERTIFICATE No. 14.2017.1798.1 DATED 22.11.2022

Camden Council by its authorised delegate pursuant to S378 Local Government Act 1993.

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

.....
Signature of Delegate

.....
Signature of Witness

Michael Grasso
.....
Name of Delegate

Christian Cattarin
.....
Name of Witness

Acting Team Leader Engineering Certification
.....
Position of Delegate
Camden Council

70 Central Ave, Oran Park, NSW, 2570
.....
Address of witness

Approved by Camden Council .....Authorised Officer

Req:R166527 /Doc:DP 1243136 B /Rev:16-Feb-2023 /NSW LRS /Prt:28-Oct-2025 13:04 /Seq:4 of 4
© Office of the Registrar-General /Src:InfoTrack /Ref:255593

Plan: DP1243136

PLAN OF SUBDIVISION OF
LOT 8034 IN DP 1208219
COVERED BY SUBDIVISION
CERTIFICATE No. 14.2017.1798.1
DATED 22/11/2022

Consent of Mortgagee

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorney:

Antonio Varricchio
Tier Three Attorney
The Mortgage Centre

Power of Attorney registered at
NSW Land Registry Services
Book 4299 No. 332

I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of Witness:
Name of Witness :
Address of Witness:
Daytime telephone number of Witness:

Elizabeth Ann Barnes
25 Pierson Street
LOCKLEYS SA 5032
1300 738 895

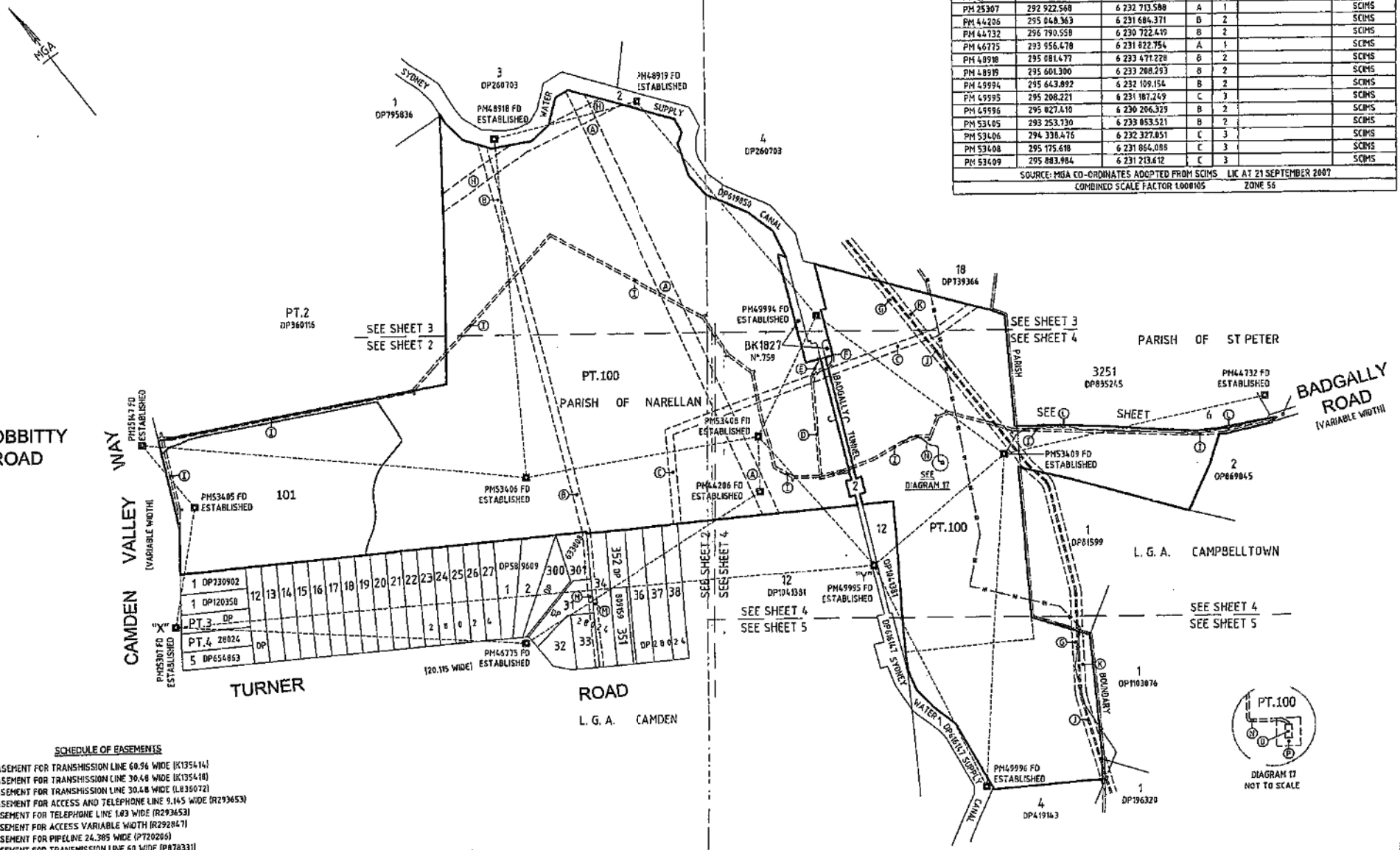
REGISTERED: 16/02/2023

Approved by Camden Council .....Authorised Officer

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEY REGULATION 2006 CLAUSE 35(1)(B) AND 61(2)						
MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
PM 25147	293 244.969	6 233 373.151	B	2		SCIMS
PM 25307	292 922.568	6 232 713.580	A	1		SCIMS
PM 44206	295 048.363	6 231 684.371	B	2		SCIMS
PM 44732	296 790.558	6 230 722.419	B	2		SCIMS
PM 46775	293 956.478	6 231 822.754	A	1		SCIMS
PM 48918	295 081.477	6 233 411.228	B	2		SCIMS
PM 48919	295 601.300	6 233 208.293	B	2		SCIMS
PM 49994	295 643.892	6 232 109.154	B	2		SCIMS
PM 49995	295 208.221	6 231 187.249	C	3		SCIMS
PM 49996	295 827.410	6 230 206.329	B	2		SCIMS
PM 53405	293 253.730	6 233 053.521	B	2		SCIMS
PM 53406	294 338.476	6 232 327.051	C	3		SCIMS
PM 53408	295 175.618	6 231 864.088	C	3		SCIMS
PM 53409	295 883.984	6 231 213.612	C	3		SCIMS
SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS LIC AT 21 SEPTEMBER 2007						
COMBINED SCALE FACTOR 1.000105 ZONE 56						


MGA
SYDNEY WATER SUPPLY CANAL
DP519856
PM48919 FD ESTABLISHED
PM48918 FD ESTABLISHED
PM25147 FD ESTABLISHED
PM53405 FD ESTABLISHED
PM53406 FD ESTABLISHED
PM44206 FD ESTABLISHED
PM53408 FD ESTABLISHED
PM53409 FD ESTABLISHED
PM44732 FD ESTABLISHED
PM49994 FD ESTABLISHED
PM49995 FD ESTABLISHED
PM49996 FD ESTABLISHED
PM46775 FD ESTABLISHED
PM25307 FD ESTABLISHED
BK1827 No.759
BADGALLY TUNNEL
PT.2 DP360115
PT.100
PARISH OF NARELLAN
PARISH OF ST PETER
L. G. A. CAMPBELLTOWN
L. G. A. CAMDEN
SEE SHEET 3 SEE SHEET 2
SEE SHEET 3 SEE SHEET 4
SEE SHEET 4 SEE SHEET 5
SEE SHEET 2
SEE SHEET 4
SEE DIAGRAM 17
COBBITTY ROAD
CAMDEN VALLEY WAY (VARIABLE WIDTH)
BADGALLY ROAD (VARIABLE WIDTH)
TURNER ROAD
(20.115 WIDE)
"X"
"Y"
101
3251 DP885245
2 DP869845
1 DP81599
1 DP1103076
1 DP196320
4 DP419143
18 DP739364
12 DP1041381
1 DP230902
1 DP120358
PT.3 DP
PT.4 28024 DP
5 DP654863
DP589609
DP652352
DP652351
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DP652392

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 7 sheets

SCHEDULE OF SHORT & CURVED LINES					SCHEDULE OF SHORT & CURVED LINES			
N°.	BEARING	DISTANCE	ARC	RADIUS	N°.	BEARING	DISTANCE	ARC	RADIUS
60	24° 36' 10"	54.715			69	191° 39' 20"	18.855		
61	85° 21' 00"	25.075			70	186° 19' 45"	22.435		
62	96° 01' 45"	23.35	21.42	57.6	71	235° 59' 00"	148.655	152.31	200
63	109° 24' 05"	37.74	37.745	638.49	72	207° 41' 30"	30.355		
64	106° 11' 20"	7.82	7.825	57.4	73	223° 23' 55"	108.29	109.66	200
65	102° 17' 00"	25.105			74	239° 06' 25"	39.18		
66	107° 45' 05"	2.4	2.405	12.6	75	230° 02' 50"	47.24	47.435	150
67	113° 53' 45"	15.18	15.18	643.5	76	220° 59' 15"	2.145		
68	114° 51' 10"	35.595			77	122° 22' 20"	20.31		

SEE SHEET 3

SEE SHEET 3

SEE SHEET 4

SEE SHEET 4

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

PT.2
DP360116

PT.100

PT.100
(235.9ha)
TOTAL 376.6ha

101
45.30ha

DETAIL 1
SCALE 1:2000

DETAIL 2
SCALE 1:2000

DETAIL 18
SCALE 1:1000

CAMDEN VALLEY WAY

CAMDEN VALLEY WAY

CAMDEN

TURNER

ROAD

DP730902
DP120358
DP654863
DP1041381
DP589609
DP633808
DP280241

PM25307 FD ESTABLISHED

PM53405 FD ESTABLISHED

PM46775 FD ESTABLISHED

Surveyor : STEPHEN JAMES ABBOTT Date of Survey : 12th OCTOBER 2007 Surveyor's Ref : 58400	PLAN OF SUBDIVISION OF LOT 1 IN DP869045 AND LOT 212 IN DP801679	LGA: CAMDEN/CAMPBELLTOWN Locality : CATHERINE FIELD/BLAIRMOUNT Subdivision No: Lengths are in metres. Reduction Ratio 1:4000	Registered 15 1 2008	DP1119742

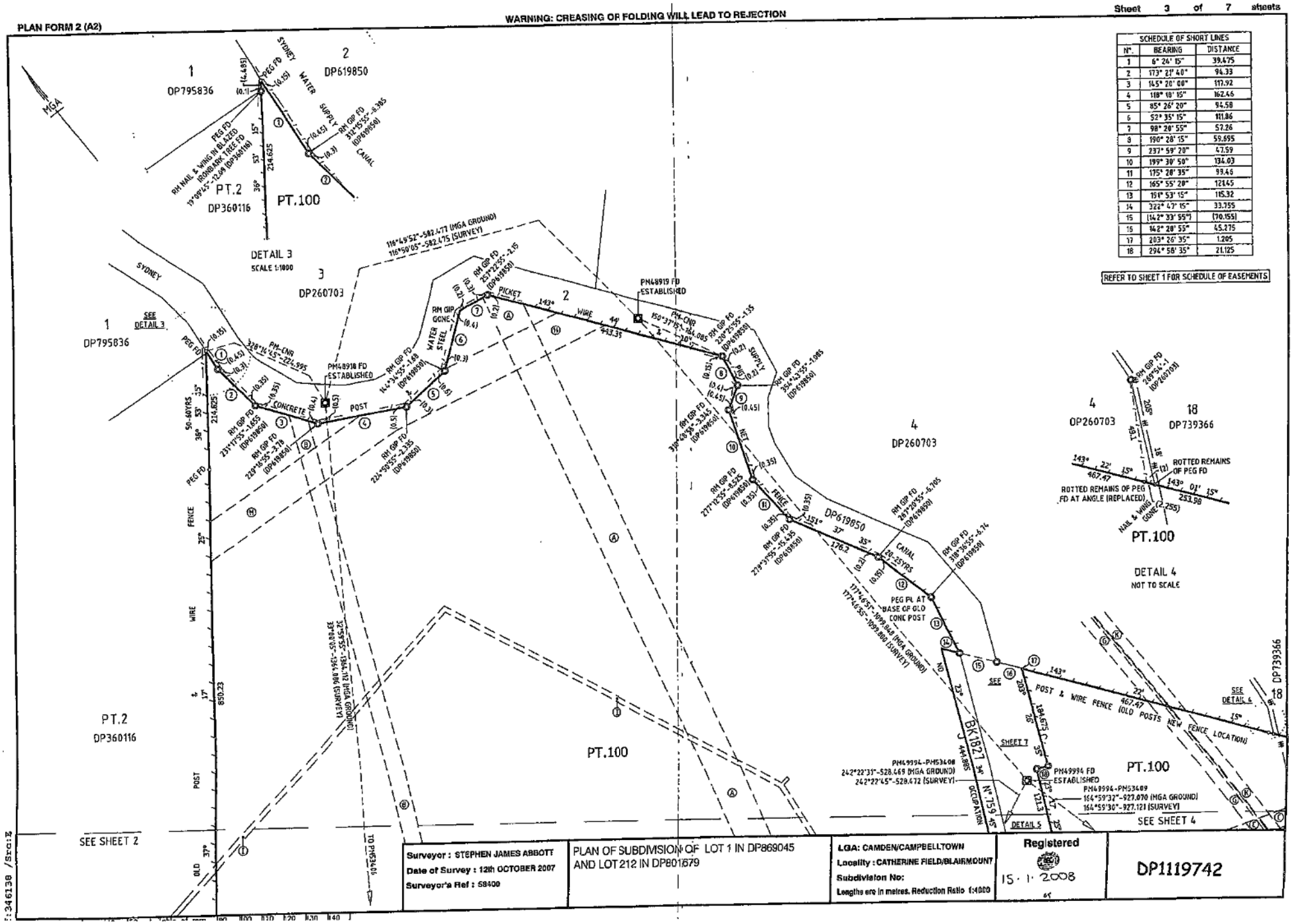
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PLAN FORM 2 (A2)

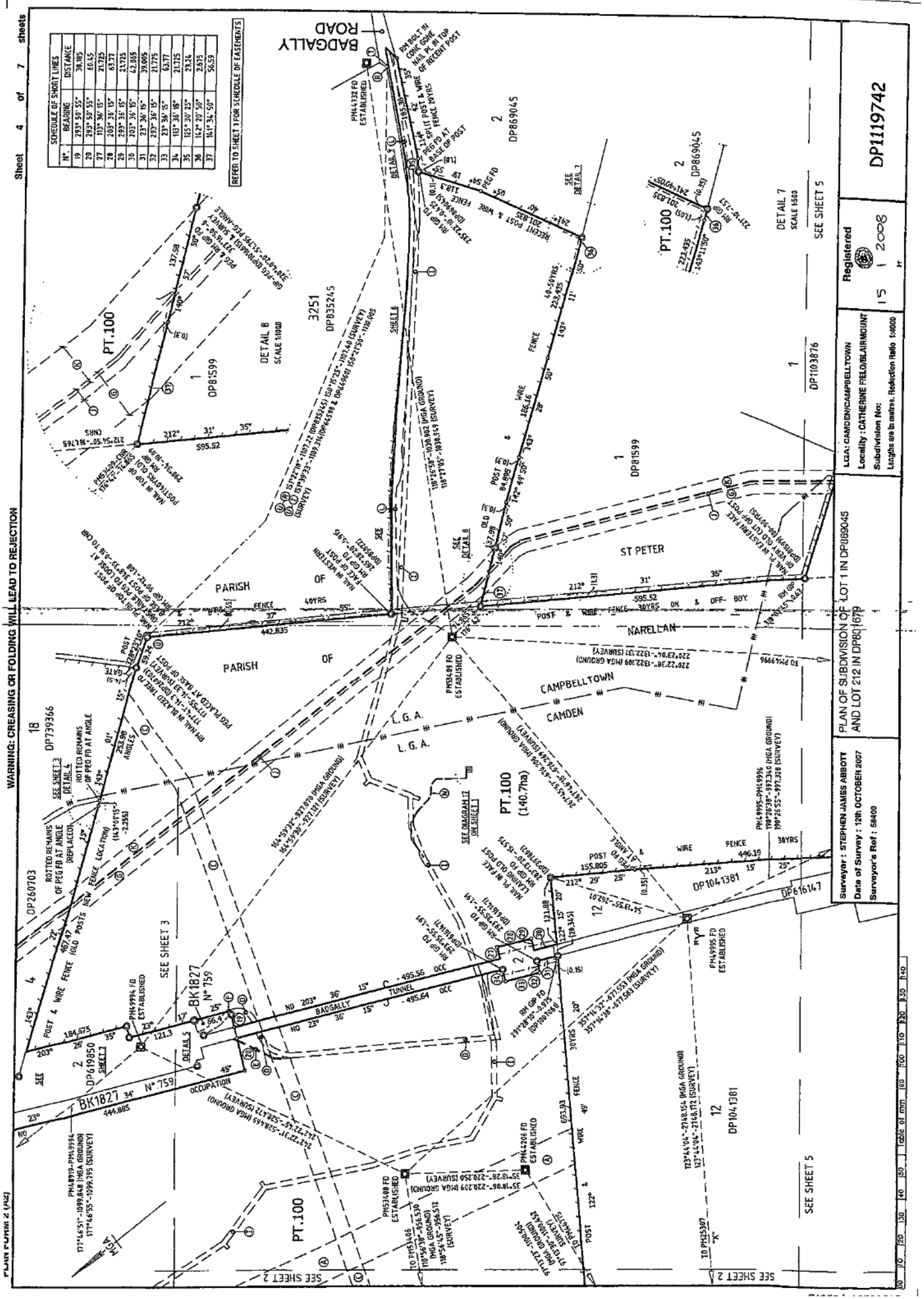
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 7 sheets

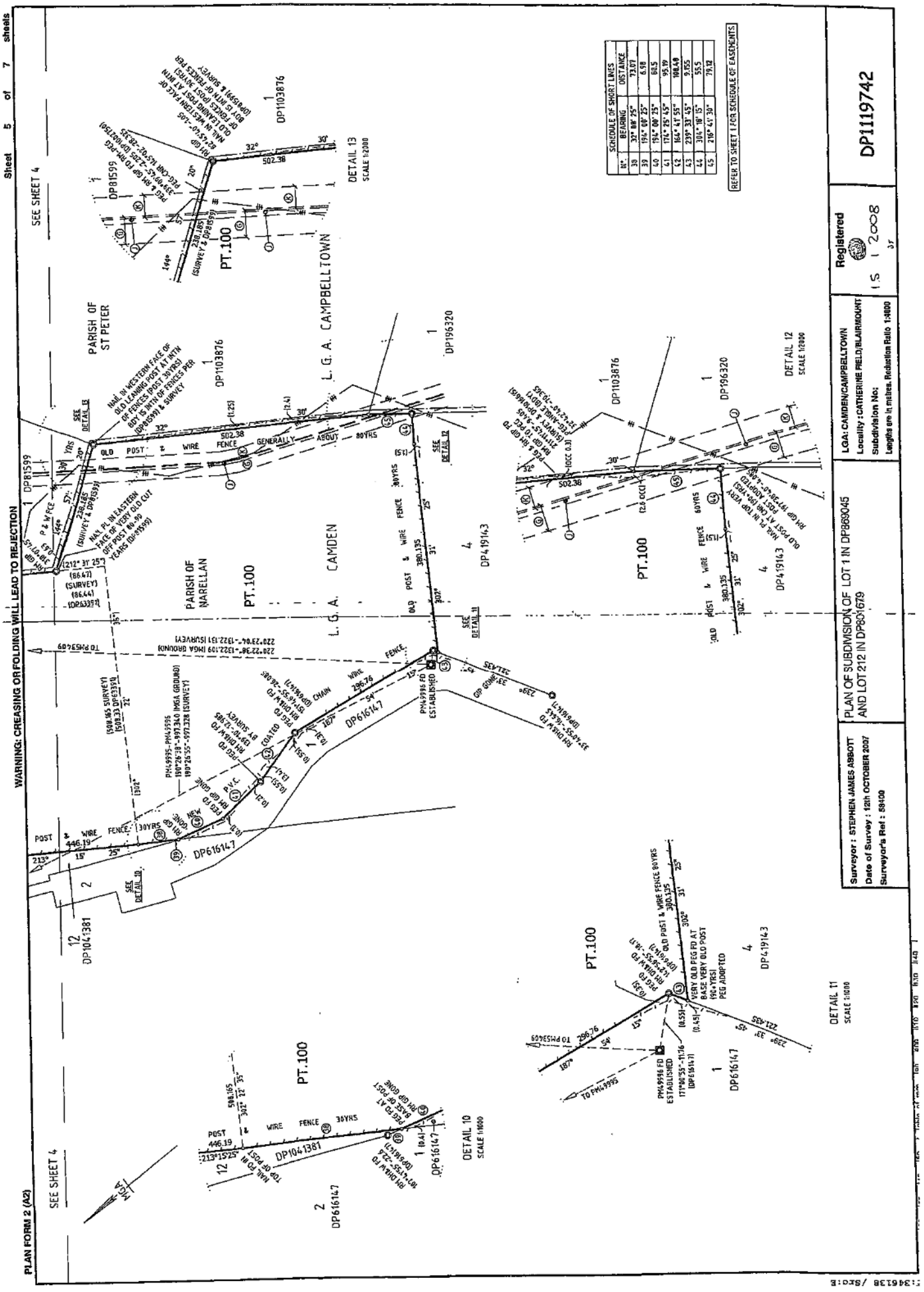


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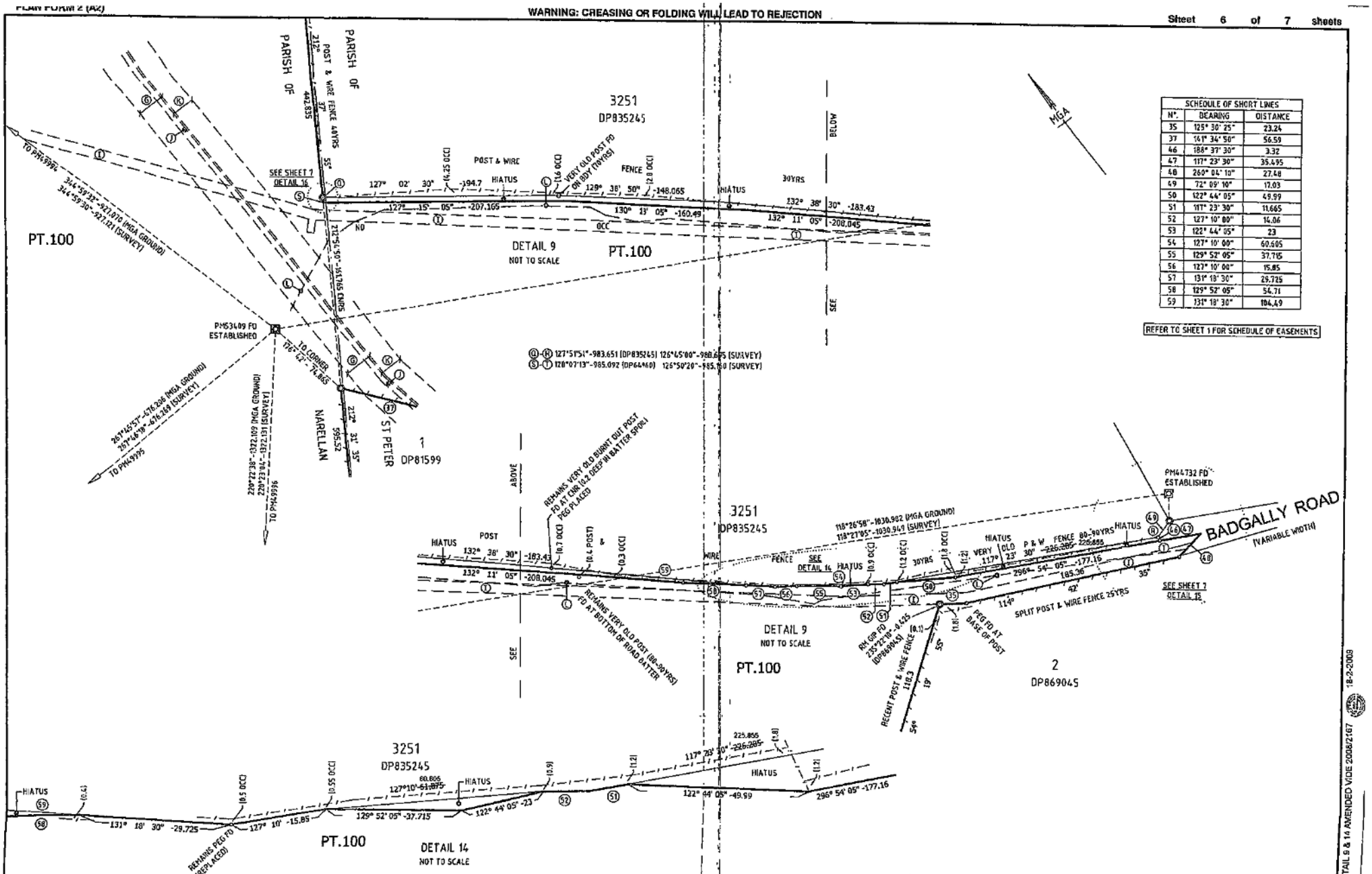
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 6 of 7 sheets



SCHEDULE OF SHORT LINES		
N°.	BEARING	DISTANCE
35	125° 30' 25"	23.24
37	141° 34' 50"	56.59
46	188° 37' 30"	3.32
47	117° 23' 30"	35.495
48	260° 04' 10"	27.48
49	72° 09' 10"	17.03
50	122° 44' 05"	49.99
51	117° 23' 30"	11.665
52	127° 10' 00"	14.06
53	122° 44' 05"	23
54	127° 10' 00"	60.605
55	129° 52' 05"	37.715
56	127° 10' 00"	15.85
57	131° 18' 30"	29.725
58	129° 52' 05"	54.71
59	131° 18' 30"	184.49

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

Surveyor : STEPHEN JAMES ABBOTT Date of Survey : 12th OCTOBER 2007 Surveyor's Ref : 58400	PLAN OF SUBDIVISION OF LOT 1 IN DP869045 AND LOT 212 IN DP801679	LGA: CAMDEN/CAMPBELLTOWN Locality : CATHERINE FIELD/BLAIRMOUNT Subdivision No: Lengths are in metres. Reduction Ratio NTS	Registered 15 1 2008	DP1119742

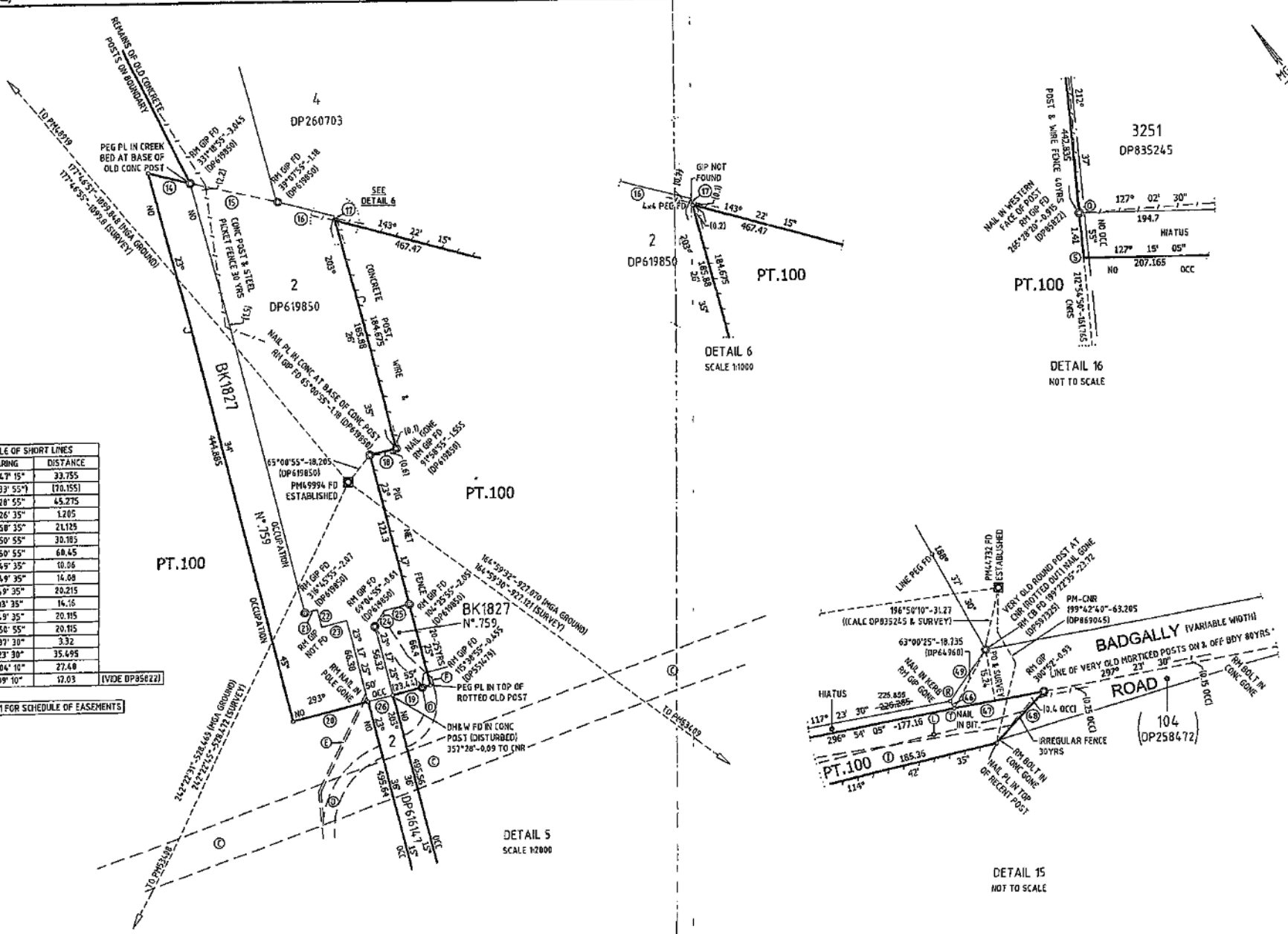
DIMENSIONS IN DETAIL 9 & 14 AMENDED VIDE 2008/2167 18-2-2009

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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 7 of 7 sheets



SCHEDULE OF SHORT LINES		
N°.	BEARING	DISTANCE
14	322° 47' 15"	33.755
15	(142° 33' 55")	(70.155)
16	142° 28' 55"	45.275
17	203° 26' 35"	1.205
18	294° 58' 35"	21.125
19	293° 50' 55"	30.185
20	293° 50' 55"	60.45
21	293° 49' 35"	10.06
22	203° 49' 35"	14.08
23	113° 49' 35"	20.215
24	68° 33' 35"	14.16
25	113° 49' 35"	20.115
26	293° 50' 55"	20.115
46	188° 37' 30"	3.32
47	117° 23' 30"	35.495
48	260° 04' 10"	27.48
49	72° 09' 10"	17.03 (VIDE DP838822)

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

Surveyor : STEPHEN JAMES ABBOTT Date of Survey : 12th OCTOBER 2007 Surveyor's Ref : 58400	PLAN OF SUBDIVISION OF LOT 1 IN DP869045 AND LOT 212 IN DP801679	L.G.A: CAMDEN/CAMPBELLTOWN Locality : CATHERINE FIELD/BLAIRMOUNT Subdivision No: Lengths are in metres. Reduction Ratio 1:	Registered 15 1 2008 JS	DP1119742

DIMENSION IN DETAIL 15 AMENDED VIDE 2038217 18-2-2009

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Req:R453413 /Doc:DP 1119742 P /Rev:20-Feb-2009 /Sts:SC.OK /Prt:14-Sep-200
Req:R453413 /Doc:DP 1119742 P /Rev:20-Feb-2009 /Sts:SC.OK /Prt:14-Sep-2010
Pgs:ALL /Seq:8 of 9

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

* OFFICE USE ONLY

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

Pursuant to Section 88B of the Conveyancing Act 1919 as amended it is intended to create:
1. Restriction on the use of land.

*

DP1119742

Registered: 15·1·2008

Title System: Torrens

Purpose: Subdivision

PLAN OF SUBDIVISION OF LOT 1 IN DP 869045 AND LOT 212 IN DP 801679

CAMPBELLTOWN CITY COUNCIL
ACCEPTED
Brendan Lee
~~GENERAL MANAGER~~/AUTHORISED PERSON

LGA: Camden/Campbelltown

Locality: Catherine Field/Blairmount

Parish: Narellan/St Peter

County: Cumberland

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein
(insert 'subdivision' or 'new road')

* Authorised ~~Person/General Manager/Accredited Certifier~~

Consent Authority: Camden Council
Date of Endorsement: 12 Nov 2007
Accreditation no:
Subdivision Certificate no: 51/2007
File no: 1300.1490

* Delete whichever is inapplicable.

Surveying Regulation, 2006

I, STEPHEN JAMES ABBOTT
~~of Lean Lackenby & Hayward L'pool Pty Limited~~
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 12th October 2007

The survey relates to Lots 100 and 101
~~(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)~~

Signature Stephen Abbott Dated: 12/10/07
Surveyor registered under the Surveying Act, 2002

Datum Line: X - Y
Type: ~~Urban~~/Rural

Plans used in the preparation of survey/~~compilation~~

DP28024, DP30517, DP34084, DP34087, DP34088, DP62607, DP63391, DP64596, DP64960, DP81599, DP85822, DP123066, DP175140, DP223407, DP258472, DP260703, DP263187, DP269184, DP360116, DP397862, DP416709, DP419143, DP444543, DP499001, DP499057, DP545362,

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

SURVEYOR'S REFERENCE:
58400/CHECKLIST/REPORT2007/M7100(1354)Additional Sheets

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN DP 869045 AND LOT 212 IN DP 801679

DP1119742

Registered: 15.1.2008

Subdivision Certificate No: 51/2007 Date of Endorsement: 12 Nov 2007

*OFFICE USE ONLY

Plans used in the preparation of survey (continued):

DP551479, DP589609, DP591981, DP597325, DP615921, DP616147, DP619850, DP633808, DP636487, DP648267, DP649367, DP717215, DP739366, DP793150, DP801679, DP806651, DP809159, DP810338, DP835245, DP869045, DP876908, DP910744, DP1004795, DP1007061, DP1010343, DP1011295, DP1016615, DP1018098, DP1018710, DP1019100, DP 1019708, DP1041290, DP1041381, DP1042471, DP1087582, DP1103876, C8057$_{3000}$

THE COMMON SEAL of the body corporate called **TRUSTEES OF THE MARIST BROTHERS** ABN 91 064 875 510 was affixed in the presence of the Provincial and two other Members of the Body Corporate all of whom have signed below
Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

Signature of authorised person:
Name of authorised person: JEFFREY CROWLE
Office Held: Provincial

Signature of authorised person:
Name of authorised person: PETER CORR
Office Held: Member

Signature of authorised person:
Name of authorised person: GRAHAM NEIST
Office Held: Member

SURVEYOR'S REFERENCE: 58400/CHECKLIST/REPORT2007M7100(1354)Additional Sheets

Req:R557006 /Doc:DP 1119742 B /Rev:23-Jan-2008 /Sts:SC.OK /Prt:03-Aug-2011 12:55 /Pgs:ALL /Seq:1 of 1
Rc DocuSign Envelope ID: B8B468D6-51AD-4108-A033-2CE6CEA42D9C

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 1 sheet)

Plan: 51|2007

DP1119742

Plan of subdivision of Lot 1 in DP 869045 and Lot 212 in DP 801679 covered by Subdivision Certificate No. 51/2007.

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
Drummoyne 2047

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	Restriction on the use of land.	100	Camden Council

Part 2 (Terms)

Terms of restriction on the use of land numbered 1 in the plan:

There shall be no direct vehicular access to or from the land hereby burdened on to Camden Valley Way.

THE COMMON SEAL of the body corporate called **TRUSTEES OF THE MARIST BROTHERS** ABN 91 064 875 510 was affixed in the presence of the Provincial and two other Members of the Body Corporate all of whom have signed below
Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

Signature of authorised person:
Name of authorised person: JEFFREY CROWE
Office Held: Provincial

Signature of authorised person:
Name of authorised person: PETER CORR
Office Held: Member

Signature of authorised person:
Name of authorised person: GRAHAM NEIST
Office Held: Member

Approved by the Council of Camden

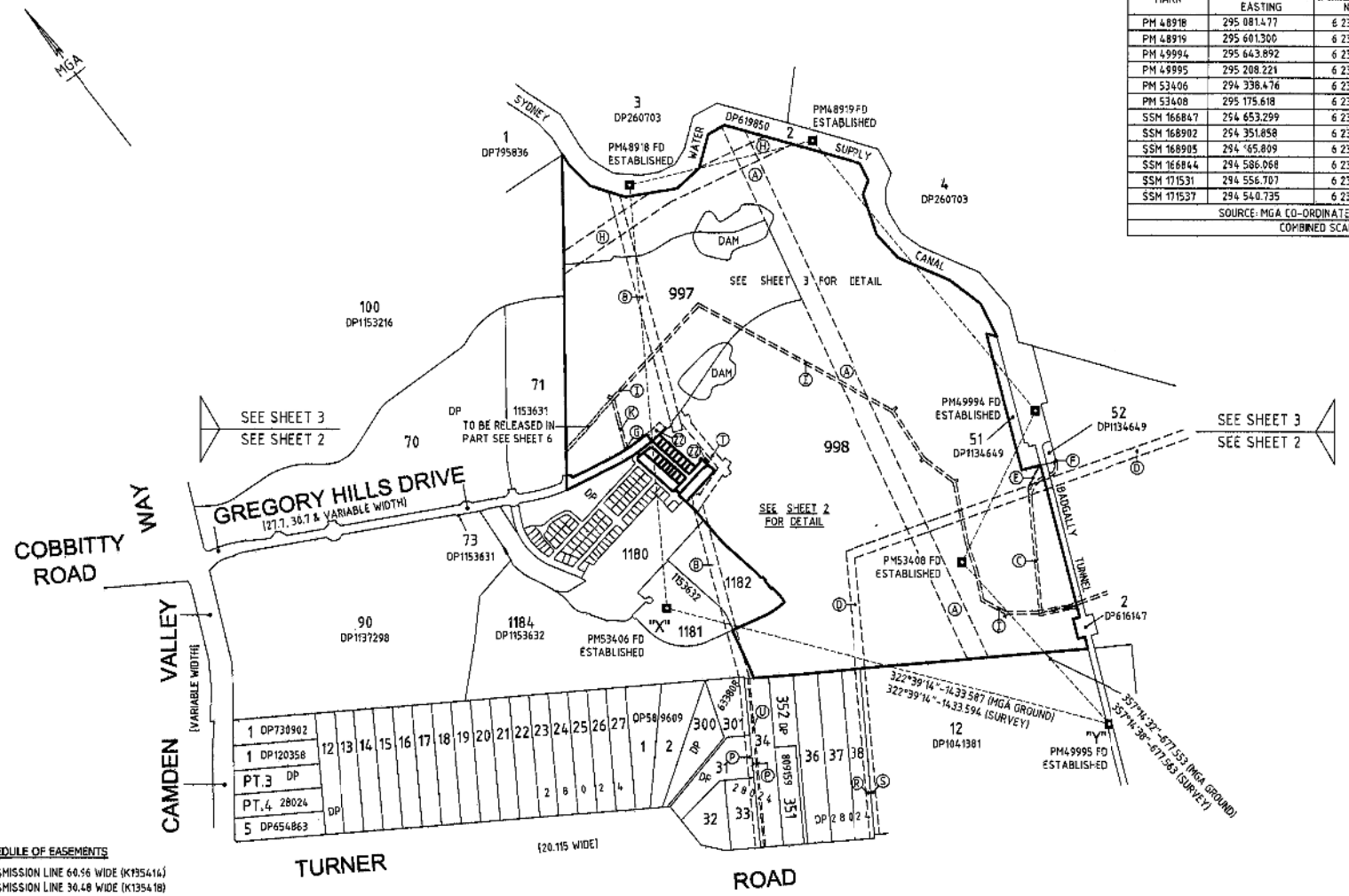
Authorised person

CAMPBELLTOWN CITY COUNCIL
ACCEPTED
GENERAL MANAGER/AUTHORISED PERSON

REGISTERED 15·1·2008

LLH-winword\88b\camden\58400-17.10.2007

SURVEY REGULATION 2006 CLAUSE 35(1)(B) AND 61(2)						
MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 48918	295 081.477	6 233 471.228	B	2		SCIMS
PM 48919	295 601.300	6 233 208.293	B	2		SCIMS
PM 49994	295 643.892	6 232 109.154	B	2		SCIMS
PM 49995	295 208.221	6 231 167.249	C	3		SCIMS
PM 53406	294 338.476	6 232 327.051	C	3		SCIMS
PM 53408	295 175.618	6 231 864.088	C	3		SCIMS
SSM 166847	294 653.299	6 232 615.942	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 168902	294 351.858	6 232 832.803	C	N/A		DP1153631
SSM 168905	294 465.809	6 232 910.094	C	N/A		DP1153631
SSM 166844	294 586.068	6 232 589.566	C	N/A		DP1153632
SSM 171531	294 556.707	6 232 664.331	C	N/A		DP1153632
SSM 171537	294 540.735	6 232 748.477	C	N/A		DP1153632
SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS LIC AT 31st MARCH 2010						
COMBINED SCALE FACTOR 1.000105 ZONE 56						



SCHEDULE OF EASEMENTS

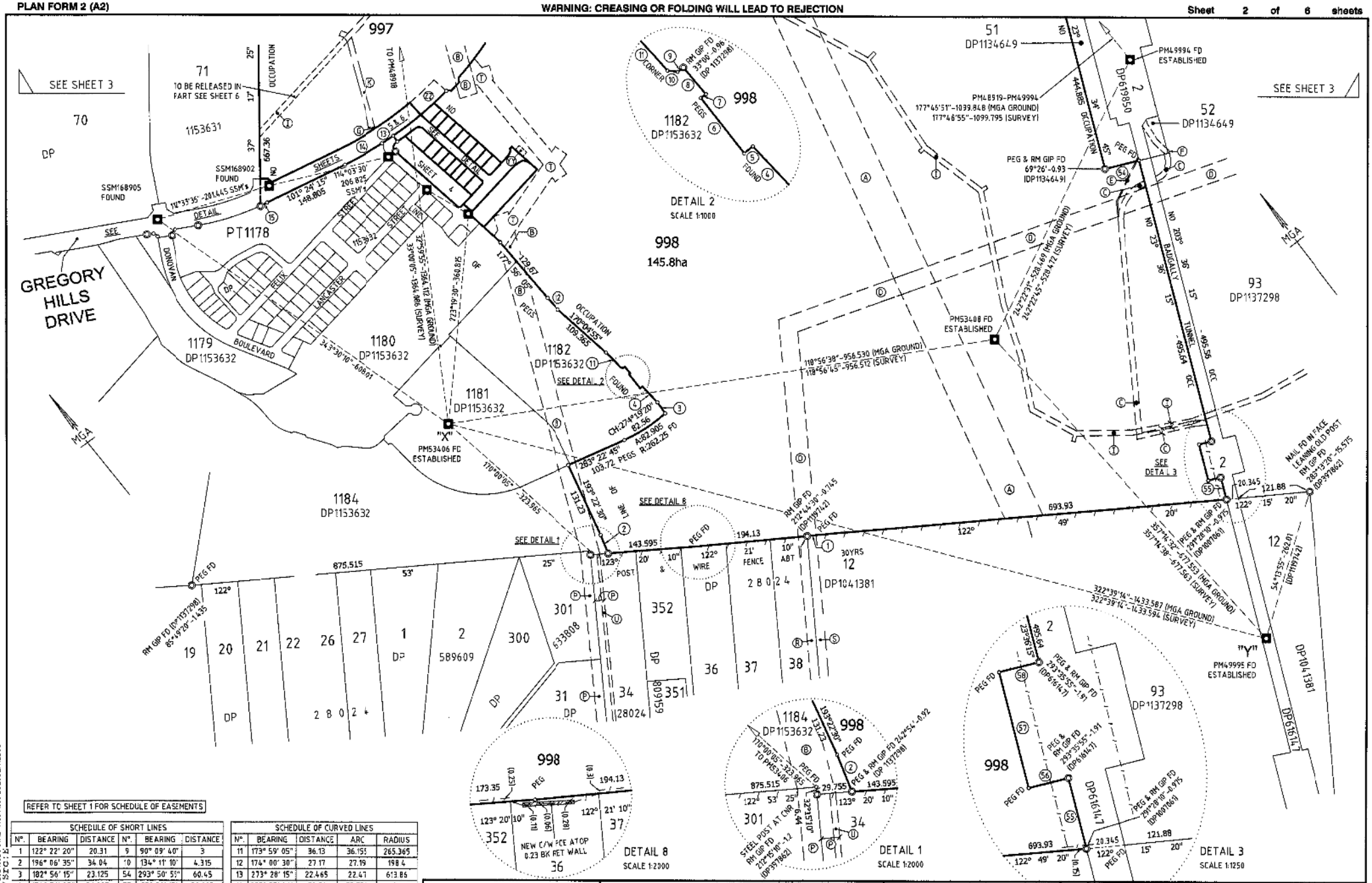
- (A) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (K135414)
- (B) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (K135418)
- (C) EASEMENT FOR ACCESS & TELEPHONE LINE 9.145 WIDE (R293653)
- (D) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (L838072)
- (E) EASEMENT FOR TELEPHONE LINE 1.83 WIDE (R293653)
- (F) EASEMENT FOR ACCESS VARIABLE WIDTH (R292847)
- (G) EASEMENT FOR UNDERGROUND CABLES 2 WIDE
- (H) EASEMENT FOR TRANSMISSION LINE 60 WIDE (P878331)
- (I) EASEMENT FOR TRANSMISSION LINE 6 AND 9 WIDE AND VARIABLE WIDTH (X227434, DP636487, X310307, DP648267 & I628623)
- (J) EASEMENT FOR UNDERGROUND CABLES 2 WIDE (DP1153632)
- (K) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE & VARIABLE
- (L) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (M) RESTRICTION ON THE USE OF LAND
- (N) RESTRICTION ON THE USE OF LAND
- (O) EASEMENT TO DRAIN WATER 1.5 WIDE
- (P) EASEMENT FOR TRANSMISSION LINES 30.48 WIDE (DP444543, J476019)
- (Q) EASEMENT TO DRAIN WATER 1.5 WIDE (DP1153631)
- (R) EASEMENT FOR TRANSMISSION LINES 15.24 WIDE (L313423)
- (S) EASEMENT FOR TRANSMISSION LINES 15.24 WIDE (VIDE 0.982087)(DP451790)
- (T) EASEMENT FOR OVERHEAD POWERLINES 25 WIDE AND VARIABLE (DP1153638)
- (U) EASEMENT FOR UNDERGROUND CABLES 5 WIDE (DP1141963)
- (Z) RIGHT OF WAY 27.7 WIDE
- (Y) RIGHT OF WAY 17 WIDE

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Surveyor : STEPHEN JAMES ABBOTT Date of Survey : 30th JUNE 2010 Surveyor's Ref : 59148/CHECKLIST 2010M710(1578) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOT 92 IN DP1137298 & LOT 1183 IN DP1153632	LGA: CAMDEN Locality : GREGORY HILLS Subdivision No: 50/2010 Lengths are in metres. Reduction Ratio 1: 10000	Registered 24-02-2011	DP1153636 P (E)

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DocuSign Envelope ID: B8B4680E51AD-4108-A033-2CE6CEA4D9C
Rel: 360/72 /Sec: 8

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 2 of 6 sheets



REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

SCHEDULE OF SHORT LINES

N°.	BEARING	DISTANCE	N°.	BEARING	DISTANCE
1	122° 22' 20"	20.31	9	90° 09' 40"	3
2	196° 06' 35"	34.04	10	134° 11' 10"	4.315
3	182° 56' 15"	23.125	54	293° 50' 55"	60.45
4	174° 56' 05"	36.805	55	23° 36' 15"	39.005
5	90° 09' 40"	4.905	56	293° 36' 15"	21.725
6	180° 09' 40"	29.975	57	23° 36' 15"	63.77
7	270° 09' 40"	2.67	58	113° 36' 15"	21.725
8	178° 14' 50"	14.81			

SCHEDULE OF CURVED LINES

N°.	BEARING	DISTANCE	ARC	RADIUS
11	173° 59' 05"	36.13	36.155	265.365
12	174° 00' 30"	27.17	27.19	198.4
13	273° 28' 15"	22.465	22.47	613.86
14	277° 57' 40"	73.71	73.755	613.86
15	101° 59' 40"	8.525	8.525	413.86

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Surveyor : STEPHEN JAMES ABBOTT
Date of Survey : 30th JUNE 2010
Surveyor's Ref : 59148/CHECKLIST 2010M710(16/8) ADDITIONAL SHEETS

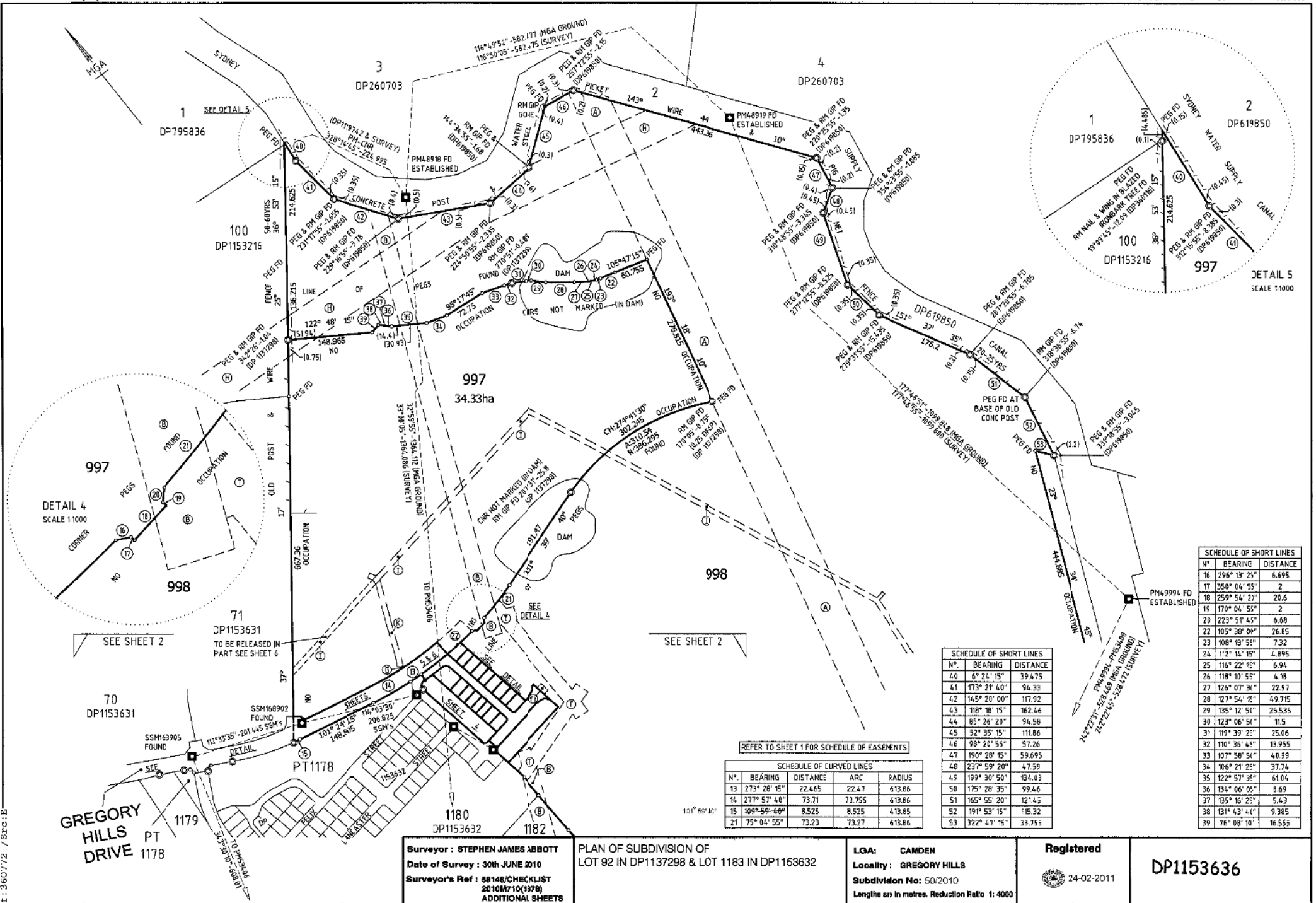
PLAN OF SUBDIVISION OF LOT 92 IN DP1137298 & LOT 1183 IN DP1153632

LGA: CAMDEN
Locality : GREGORY HILLS
Subdivision No: 50/2010
Lengths are in metres. Reduction Ratio 1: 4000

Registered 24-02-2011

DP1153636

Doc:DP1153636 P /Doc:DP 1153636 P /Rev:15-Dec-2011 /Sts:NO.OK /Prt:18-Sep-2012 15:09 /Pgs:ALL /Seq:2 of 8
Rej:360772 /Src:M
DocuSign Envelope ID: 88B46B06-51AD-4108-A033-2CE6CEA4209C



SCHEDULE OF CURVED LINES				
N°.	BEARING	DISTANCE	ARC	RADIUS
13	273° 28' 15"	22.465	22.47	613.86
14	277° 57' 40"	73.71	73.755	613.86
15	109° 59' 40"	8.525	8.525	413.85
21	75° 04' 55"	73.23	73.27	613.86

SCHEDULE OF SHORT LINES		
N°.	BEARING	DISTANCE
40	6° 24' 15"	39.475
41	173° 21' 40"	94.33
42	145° 20' 00"	117.92
43	118° 18' 15"	162.46
44	85° 26' 20"	94.56
45	32° 35' 15"	111.86
46	96° 20' 55"	57.26
47	190° 28' 15"	59.695
48	237° 59' 20"	47.59
49	199° 30' 50"	134.03
50	175° 28' 35"	99.46
51	165° 55' 20"	121.43
52	191° 53' 15"	115.32
53	322° 47' 15"	33.755

SCHEDULE OF SHORT LINES		
N°.	BEARING	DISTANCE
16	296° 13' 25"	6.695
17	350° 04' 55"	2
18	259° 54' 20"	20.6
19	170° 04' 55"	2
20	223° 51' 45"	6.68
22	105° 38' 00"	26.85
23	108° 13' 55"	7.32
24	1°2° 14' 15"	4.895
25	116° 22' 55"	6.94
26	118° 10' 55"	4.18
27	126° 07' 30"	22.97
28	127° 54' 15"	49.715
29	135° 12' 50"	25.535
30	123° 06' 50"	11.5
31	119° 39' 25"	25.06
32	110° 36' 45"	13.955
33	107° 58' 50"	40.39
34	106° 21' 25"	37.74
35	122° 57' 35"	61.04
36	134° 06' 05"	8.69
37	135° 16' 25"	5.43
38	131° 43' 40"	9.385
39	76° 08' 10"	16.555

Surveyor : STEPHEN JAMES ABBOTT Date of Survey : 30th JUNE 2010 Surveyor's Ref : 59148/CHECKLIST 2010M710(1378) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOT 92 IN DP1137298 & LOT 1183 IN DP1153632	LGA: CAMDEN Locality : GREGORY HILLS Subdivision No: 50/2010 Lengths are in metres. Reduction Ratio 1: 4000	Registered 24-02-2011	DP1153636

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Rev:360772 /Src:E
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 6 sheets

SCHEDULE OF CURVED LINES				
N°	BEARING	DISTANCE	ARC	RADIUS
21	75°04'55"	73.23	73.27	613.86
59	268°39'30"	10.845	10.115	25
60	214°43'45"	5.68	5.808	7.5
62	355°01'20"	12.99	13.14	25
63	120°30'20"	4.665	4.755	7
64	94°53'25"	12.075	12.1	56.3
65	84°24'30"	8.495	8.50	56.3
74	139°37'40"	12.745	13.875	9.8
75	89°58'55"	22.045	22.045	625.96
76	271°50'05"	18.45	18.45	625.96
77	(92°33'20")	2.73	2.73	625.96
78	221°22'50"	15.295	17.55	9.8
80	49°51'15"	15.11	13.895	14.5
81	34°16'05"	9.32	10.395	6.5
83	89°4'55"	58.365	58.385	613.86

SCHEDULE OF LINES		
N°	BEARING	DISTANCE
16	296°13'25"	6.695
17	350°04'55"	2
18	259°54'20"	20.6
19	170°04'55"	2
20	223°51'45"	6.68
61	80°04'55"	4.175
66	350°04'55"	4.245
67	125°04'55"	4.245
68	35°04'55"	4.245
69	125°04'55"	4.245
70	107°03'10"	4.27 SSM-CNR
71	215°04'55"	4.245 SSM-CNR
72	48°55'20"	5.225 SSM-CNR
73	305°04'55"	4.245
79	350°04'55"	3.97
82	125°04'55"	4.245

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

Surveyor : STEPHEN JAMES ABBOTT

Date of Survey : 30th JUNE2010

Surveyor's Ref : 59148/CHECKLIST 2010M710(1678) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 92 IN DP1137298 & LOT 1183 IN DP1153632

LGA: CAMDEN

Locality : GREGORY HILLS

Subdivision No: 50/2010

Lengths are in metres. Reduction Ratio 1 : 600

Registered

24-02-2011

DP1153636

GREGORY HILLS DRIVE [27.7 WIDE] CH:273°28'15" 22.465 A:22.47 R:613.86

McKENZIE [12.1 WIDE & VARIABLE]

FELIX STREET

LANCASTER STREET

HEALY AVENUE

BOULEVARD [14.8 WIDE & VARIABLE]

BOULEVARD (21.6 WIDE)

1000 4570m²

1001 1131m²

1002 540.0m²

1003 450.0m²

1004 450.0m²

1005 375.0m²

1006 375.0m²

1007 540.0m²

1008 555.1m²

1009 553.6m²

1010 450.0m²

1011 540.0m²

1012 510.0m²

1013 450.0m²

1014 540.0m²

1015 540.0m²

1016 450.0m²

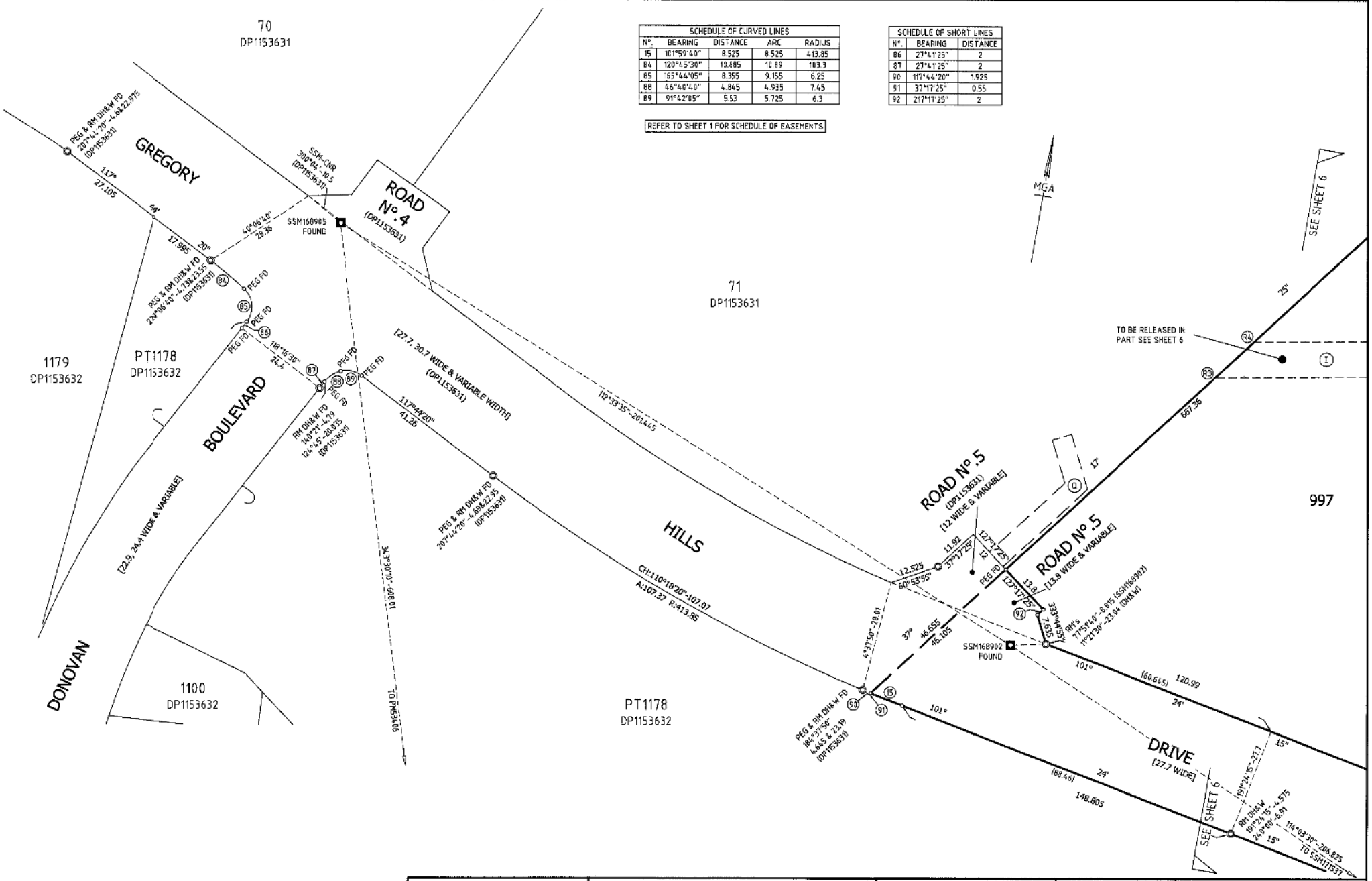
1017 587.1m²

999 4272m²

DETAIL 6 SCALE 1:200

MGA

VARIOUS AMENDMENTS ∅ SEE 2011/1804 7.12.2011



SCHEDULE OF CURVED LINES				
N°.	BEARING	DISTANCE	ARC	RADIUS
15	101°59'40"	8.525	8.525	413.85
84	120°45'30"	10.685	10.89	103.3
85	153°44'05"	8.355	9.155	6.25
88	46°40'40"	4.845	4.935	7.45
89	91°42'05"	5.53	5.725	6.3

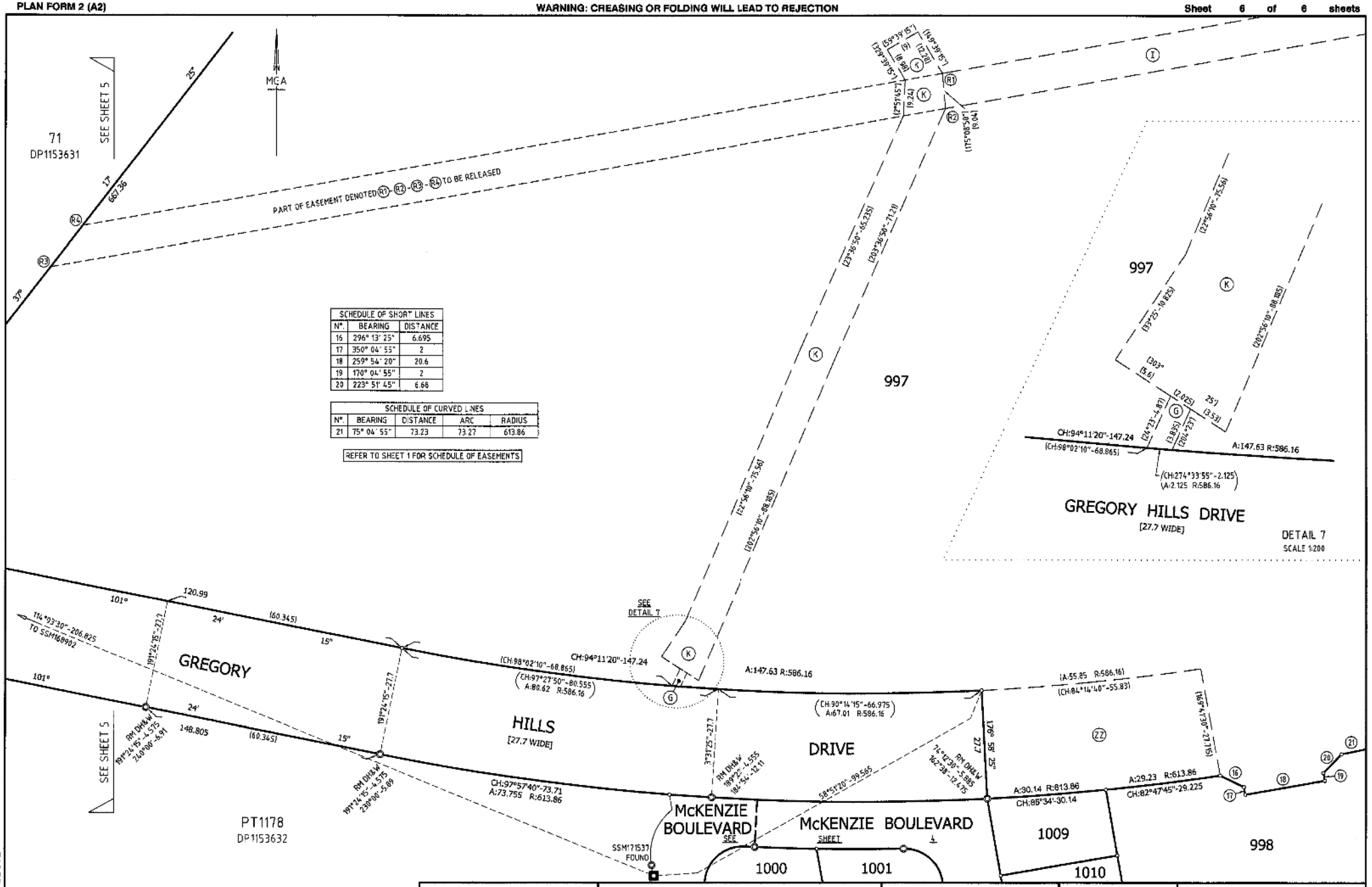
SCHEDULE OF SHORT LINES		
N°.	BEARING	DISTANCE
86	27°41'25"	2
87	27°41'25"	2
90	117°44'20"	1.925
91	37°17'25"	0.55
92	217°17'25"	2

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

Surveyor : STEPHEN JAMES ABBOTT Date of Survey : 30th JUNE 2010 Surveyor's Ref : 69148/CHECKLIST 2010M710(1578) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOT 92 IN DP1137298 & LOT 1183 IN DP1153632	LGA: CAMDEN Locality : GREGORY HILLS Subdivision No: 50/2010 Lengths are in metres. Reduction Ratio 1: 600	Registered 24-02-2011	DP1153636

Req:R405658 /Doc:DP 1153636 P /Rev:15-Dec-2011 /Sts:NO.OK /Prt:18-Sep-2012 15:09 /Pgs:ALL /Seq:5 of 8
DocuSign Envelope ID: B8B46BD651AD4108A033-2CE6CEA4209C
Rel:360/72 /Sec:8

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 6 of 6 sheets



SCHEDULE OF SHORT LINES

N°.	BEARING	DISTANCE
16	296° 13' 25"	6.695
17	350° 04' 55"	2
18	259° 54' 20"	20.6
19	170° 04' 55"	2
20	223° 51' 45"	6.68

SCHEDULE OF CURVED LINES

N°.	BEARING	DISTANCE	ARC	RADIUS
21	75° 04' 55"	73.23	73.27	613.86

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

Surveyor : STEPHEN JAMES ABBOTT Date of Survey : 30th JUNE 2010 Surveyor's Ref : 59148/CHECKLIST 2010M710(1678) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOT 92 IN DP1137298 & LOT 1183 IN DP1153632	LGA: CAMDEN Locality : GREGORY HILLS Subdivision No: 50/2010 Lengths are in metres. Reduction Ratio 1: 600	Registered 24-02-2011	DP1153636

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PLAN FORM 6 WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

e Use Only

DP1153636 S

Office Use Only

Registered: 24-02-2011

Title System: **TORRENS**

Purpose: **SUBDIVISION**

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

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:
1. GREGORY HILLS DRIVE, 27.7 WIDE.
2. McKENZIE BOULEVARD, 12.1, 14.8 WIDE & VARIABLE.
3. HEALY AVENUE, 19.1 WIDE & VARIABLE.
4. ROAD N°.5, 13.8 WIDE & VARIABLE.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:
1. EASEMENT TO DRAIN WATER 1.5 WIDE (O).
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (L).
3. EASEMENT FOR UNDERGROUND CABLES 2 WIDE (G).
4. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE & VARIABLE (K).
5. RIGHT OF WAY 27.7 WIDE (ZZ).
6. RIGHT OF WAY 17 WIDE (YY).
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND (M)
15. RESTRICTION ON THE USE OF LAND (N)
16. RESRTICTION ON THE USE OF LAND

SEE SHEET 2

If space is insufficient use PLAN FORM 6A annexure sheet

PLAN OF SUBDIVISION OF LOT 92 IN DP1137298 & LOT 1183 IN DP1153632

LGA: **CAMDEN**

Locality: **GREGORY HILLS**

Parish: **NARELLAN**

County: **CUMBERLAND**

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Survey Certificate

I, **STEPHEN JAMES ABBOTT**
of **LEAN LACKENBY AND HAYWARD L'POOL P/L**
209 NORTHUMBERLAND STREET LIVERPOOL 2170
a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: **30th JUNE 2010**

The survey relates to **LOTS 997 – 1017 INCLUSIVE**

.....

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

Signature .....Dated: **15/10/2010**
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: *'X'-'Y'*

Type: Urban/~~Rural~~

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

.....
* Authorised Person/*~~General Manager/*Accredited Certifier~~

Consent Authority: CAMDEN COUNCIL
Date of Endorsement: 22 DEC 2010
Accreditation no: .....
Subdivision Certificate no: 50/2010
File no: DA 81/2009

* Strike through inapplicable parts.

Plans used in the preparation of survey/~~compilation~~
DP28024 DP120358 DP223407 DP260703 DP270613 DP360116 DP444543 DP451790 DP589609 DP619850 DP633808 DP636487 DP654863 DP730902 DP795836 DP809159 DP1041381 DP1075065 DP1078935 DP1119742 DP1137298 DP1141963 DP1153216 DP1153631 DP1153632 DP1153638

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference:59148/CHECKLIST
(2010M710(1678) ADDITIONAL SHEETS

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PLAN FORM 6A WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 92 IN DP1137298 & LOT 1183 IN DP1153632

Office Use Only

DP1153636

Office Use Only

Registered: 24-02-2011

Subdivision Certificate No.: 50\2010 Date of Endorsement: 22 DEC 2010

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

1. PART OF EASEMENT FOR TRANSMISSION LINE 6 & 9 WIDE & VARIABLE WIDTH (X227434 (DP636487)) BEING THE PART DESIGNATED R1-R2-R3-R4.
2. RIGHT OF WAY 27.7 WIDE (DP1153631)

Signature of attorney
Integral Energy Australia
Name of attorney: Geoff Riethmuller

Signature of authorized person
Approved by The Council Of Camden
Name of authorized person:

Ruth Chan, Relationship Executive

Signed at Hurstville, the 24th day of January 2011 for Commonwealth Bank of Australia A.C.N. 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4548 No. 494, 14-7-2008

POA dated 9 July 2008

Witness:

Mary Tchamkerteian
Corporate Accounts Manager

Executed by the Trustees of the Marist Brothers by its duly authorised attorneys pursuant to registered power of attorney Book 4543 No 900:

Witness (Name & Address)
DOMINICA DIXON
14 DRUMMOYNE AVE, DRUMMOYNE NSW 2047

Name: BERNARD KENNY

Witness (Name & Address)
DOMINICA DIXON
14 DRUMMOYNE AVE, DRUMMOYNE NSW 2047

Name: PETER CORR

Surveyor's Reference:59148

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1153636 B

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 50/2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

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 to drain water 1.5 wide.(O)	1015 1014 1013 1012 1011 1010 998	1016 1016, 1015 1016, 1015, 1014 1016, 1015, 1014, 1013 1016, 1015, 1014, 1013, 1012 1016, 1015, 1014, 1013, 1012, 1011, 1009 1016, 1015, 1014, 1013, 1012, 1011, 1010, 1009
2	Easement for padmount substation 2.75 wide (L)	998	Integral Energy Australia
3	Easement for underground cables 2 wide (G)	997	Integral Energy Australia
4	Easement for overhead powerlines 9 wide and variable (K)	997	Integral Energy Australia
5	Right of Way 27.7 wide	997	Camden Council
6	Right of Way 17 wide	998	Camden Council
7	Restriction on the use of land (M)	998, 999	Integral Energy Australia
8	Restriction on the use of land (N)	998, 999	Integral Energy Australia
9	Restriction on the use of land	1008	Camden Council
10	Restriction on the use of land	1002 to 1005 inclusive 1009 to 1015 inclusive	Camden Council
11	Restriction on the use of land	1002 to 1005 inclusive 1009 to 1015 inclusive	Camden Council

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1153636

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 50|2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

12	Restriction on the use of land	1002 to 1005 inclusive 1009 to 1015 inclusive	Camden Council
13	Restriction on the use of land.	1002 to 1005 inclusive 1009 to 1015 inclusive	Camden Council
14	Restriction on the use of land	1002 to 1017 inclusive	Camden Council
15	Restriction on the use of land.	1009	Camden Council
16	Restriction on the use of land	Each lot except for 997, 998, 999, 1000	Every other lot except for 997, 998, 999, 1000

Part 1A (Release)

1	Part of easement for transmission line 6 and 9 wide and variable width (X 227434, DP 636487) being the part designated R1-R2-R3-R4	Lot 1183 in DP 1153632 (F/I 1183/1153632)	Integral Energy Australia As successor of Prospect County Council
2	Right of way 27.7 wide, (DP 1153631)	Lot 1183 in DP 1153632 (F/I 1183/1153632)	~~Camden Council~~ Lot 92 in DP1137298 N.G

PART 2 (Terms)

1. **Terms of the easement, profit a prendre, restrictions or positive covenant numbered 1 in the plan:**
Easement to Drain Water 1.5 wide.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 1 in the plan – Camden Council.

2. **Terms of Easement for padmount station 2.75 numbered 2 in the plan:**

As set out in Memorandum No. 9262886 registered at Land & Property Information NSW.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 2 in the plan – Integral Energy Australia

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1153636

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 50/2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

3. **Terms of easement for underground cables 2 wide numbered 3 in the plan:**

As set out in Memorandum No. 9262885 registered at Land & Property Information NSW.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 3 in the plan – Integral Energy Australia

4. **Terms of easement for overhead power lines 9 wide and variable numbered 4 in the plan:**

As set out in Memorandum No. 9262884 registered at Land & Property Information NSW.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 4 in the plan – Integral Energy Australia

5 & 6. **Terms of Right of Way numbered 5 & 6 in the plan:**

The registered proprietor of the lot benefited and every person or authority authorised by that proprietor may go, pass and repass at all times along the site of the right of way on foot, with animals and with vehicles for all purposes, to and from the lot benefited.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 5 & 6 in the plan – Camden Council

7. **Terms of restriction on the use of land numbered 7 in the plan**

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

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

1.2 the external surface of the building erected more than 1.5 metres from footing has a 60/60/60 fire rating and the owner provides the authority benefited with an engineer's certificate to this effect.

2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

Peter Loan

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1153636

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 50|2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

3.0 Definitions:

3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.

3.3 **"erect"** includes construct, install, build and maintain.

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 7 in the plan – Integral Energy Australia

8. Terms of restriction on the use of land numbered 8 in the plan:

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

2.0 Definitions:

2.1 **"erect"** includes construct, install, build and maintain.

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 8 in the plan – Integral Energy Australia

9. Terms of the easement, profit a prendre, restrictions or positive covenant numbered 9 in the plan:

No Dwelling may be erected on any Lot Burdened unless the footings of that Dwelling are designed by a suitably qualified civil and/or structural engineer.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 9 in the plan – Camden Council.

Peter Loan

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1153636

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 50/2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

10 Terms of the easement, profit a prendre, restrictions or positive covenant numbered 10 in the plan:

No Dwelling may be erected on any Lot Burdened unless:

(a) the dwelling orientation, setbacks and fencing requirements for that Dwelling are in accordance with the Acoustic Report prepared by Acoustic Logic Consultancy ref: 2007588/126A/R1/TT dated 2nd February 2009. - Display Village - Traffic Noise Impact Assessment - Table 2 – Recommended Acoustic Treatments.

(b) the front, rear and side setbacks for that Dwelling is consistent with the "minimum" setbacks in accordance with the Turner Road Development Control Plan 2007; and

(c) the principal private open space area is located away from the road traffic noise source and complies with the DECC's Environmental Criteria for Road Traffic Noise

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 10 in the plan – Camden Council.

11. Terms of the easement, profit a prendre, restrictions or positive covenant numbered 11 in the plan:

No Dwelling may be erected on any Lot Burdened unless the construction of any required acoustic fencing for the relevant Lot Burdened as nominated by the Acoustic Report prepared by Acoustic Logic Consultancy ref: 2007588/126A/R1/TT dated 2nd February 2009 – Display Village – Traffic Noise Impact Assessment – Table 2 – Recommended Acoustic Treatment, is constructed of any imperforated masonry, 0.6mm sheet metal or minimum 15mm timber panels and lapped timber fences are 100% overlapped.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 11 in the plan – Camden Council.

Peter Ioan

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1153636

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 50/2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

12. Terms of the easement, profit a prendre, restrictions or positive covenant numbered 12 in the plan:

No Dwelling may be erected on any Lots Burdened unless:

(a) the dwelling construction requirements and attenuation treatments (including window glazing, acoustic seals, external doors and ceiling insulation) for that Dwelling are in accordance with the Acoustic Report prepared by Acoustic Logic Consultancy ref: 2007588/126A/R1/TT dated 2nd February 2009 – Display Village – Traffic Noise Impact Assessment – Table 2 – Recommended Acoustic Treatment, tables 1 and 2.and

(b) the internal noise levels contained within the Turner Road Development Control Plan 2007 are achieved for that Dwelling.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 12 in the plan – Camden Council.

13. Terms of the easement, profit a prendre, restrictions or positive covenant numbered 13 in the plan:

No Dwelling may be erected on any Lot Burdened unless:

(a) glazing treatments are specified and windows are to be kept closed to meet internal noise goals, and

(b) mechanical ventilation for that Dwelling is provided in accordance with the minimum standards prescribed by the Building Code of Australia.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 13 in the plan – Camden Council.

14. Terms of the easement, profit a prendre, restrictions or positive covenant numbered 14 in the plan:

No Dwelling may be erected on any Lot Burdened unless the dwelling, landscaping and associated works for that Dwelling are constructed in accordance with the Salinity Management Plan prepared by Douglas Partners project 40741.12 dated April 2009.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 14 in the plan – Camden Council.

Peter Isaac

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1153636

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 50/2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

15. Terms of restriction on the use of land numbered 15 in the plan:

There shall be no direct vehicular access to or from the land hereby burdened onto Gregory Hills Drive

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 15 in the plan – Camden Council.

16. Terms of the easement, profit a prendre, restrictions or positive covenant numbered 16 in the plan:

16.1 No fence may be erected or permitted to remain on the Lot Burdened that:

16.1.1 is erected between the building line fixed by Camden Council for that Lot Burdened and any public street or public way to which the front of the Dwelling erected on the relevant Lot Burdened faces;

16.1.2 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:

(a) the requirements of any relevant statutory authority; or
(b) any other provision of this instrument.

16.1.3 exceeds 1 metre in height for the front boundary;

16.1.4 is constructed of materials other than brick, masonry, colour bond, lapped and capped stained timber, lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine") or brushwood; or

16.1.5 is constructed of concrete bricks and/or concrete blocks unless that fence is fixed to retaining walls and posts located on the boundary of the Lot Burdened:

(a) cement rendered and painted;
(b) coated with cement using the process commonly known as "bagging" and painted; or
(c) is coated using the product known as "Granasite" or "Granatex" or any in the manner recommended by the manufacturer of the product used.

16.2 The Owner may not seek a contribution, compensation or re-imbursement from Trustees of the Marist Brothers, Dart West Developments Pty Limited or Dart West EP Pty Limited for the cost of any fence on the boundary of the Lot Burdened.

Peter Loan

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1153636

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 50/2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

16.3 The Owner of any Lot Burdened must not:

16.3.1 subdivide (**Subdivision**) the Property within ten (10) years of the date of the registration of the plan of subdivision that created the Lot Burdened as a separate title unless they:

(a) provide all necessary plans and documents that relate to the Subdivision to Dart West Developments Pty Limited; and

(b) obtains the consent of Dart West Developments to the Subdivision (which may be refused or granted with conditions at the discretion of Dart West Developments Pty Limited), or

16.3.2 operate, or cause to be operated, a display home within the development known as 'Gregory Hills' of which the property forms a part, for the purpose of displaying, marketing, advertising or promoting the construction of homes on lots within that development other than within the 'Gregory Hills Display Village' nominated by Dart West Developments Pty Limited from time to time.

16.4 The Owner of any Lot Burdened must:

16.4.1 not keep on the Lot Burdened or any property or public street adjoining that Lot burdened a truck or commercial vehicle with a weight greater than three and a half (3.5) tonnes TARE;

16.4.2 not do or allow to be done any act where any street, footpath or tree in any street or property adjoining the Lot Burdened are damaged, destroyed or removed;

16.4.3 keep the Lot Burdened in a clean and tidy state, free from the accumulation of including during the time between their completion of the purchase of the Lot Burdened and the construction of the Dwelling;

16.4.4 not undertake any installation of radio masts, air conditioning units, satellite dishes, television antennae and garden sheds which are visible from any street adjoining the Lot Burdened;

16.4.5 not park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1153636

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 50/2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

16.4.6 not undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).

16.5 No building apart from the Dwelling and/or garden shed erected on the Lot Burdened, may be erected or permitted to remain on the Lot Burdened unless that building is of a design which compliments the Dwelling on the Lot Burdened and is constructed of the same or similar materials to those used in the relevant Dwelling.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 16 in the plan – Dart West Developments Pty Limited until Trustees of the Marist Brothers cease to own any land originally contained in Certificates of Title Folio Identifiers lot 91 & 92 in DP 1137298.

Definitions and interpretation

In this instrument, words beginning with a capital letter that are defined below have the corresponding meaning ascribed to them:

(i) **Dwelling** means any dwelling erected on the Lot Burdened.
(ii) **Lot Burdened** means any lot burdened by the relevant covenant or restriction created by this instrument.
(iii) **Owner** means the owner of the relevant Lot Burdened from time to time.

If the terms of any covenant created by this instrument, or any part of it, is found to be invalid or unenforceable then:

(i) the terms of that covenant are to be severed from this instrument; and
(ii) Such invalidity or unenforceability will not affect the terms of any of the other covenants created under this instrument, or any parts of it, which are valid and enforceable.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1153636

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 50/2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

Execution

EXECUTED by **Camden Council** by its duly authorised officer in the presence of the person whose signature appears below

Witness (Signature) — Authorised Officer (Signature)

ANNETTE PRINGLE — Name of Witness (Print Name)

CAREY McINTYRE — Name of Authorised Officer (Print Name)

TRUSTEES OF THE MARIST BROTHERS
ABN 91 064 875 510 by its Attorneys.

Signature — Signature

BERNARD KENNA — Print Name

PETER CORR — Print Name

Pursuant to Power of Attorney Registered Book 4543 No 900.

Witness to Bernard Kenna
Name: DOMINICA DIXON
Address: 14 DRUMMOYNE AVE DRUMMOYNE NSW 2047

Witness to Peter Corr
Name: DOMINICA DIXON
Address 14 DRUMMOYNE AVE DRUMMOYNE NSW 2047

Reg:R495657 /Doc:DP 1153636 B /Rev:25-Feb-2011 /Sts:SC OK /Prt:18-Sep-2012 15:09 /Pgs:ALL /Seq:11 of 11
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1153636

Plan of Subdivision of Lot 92 in DP 1137298 & Lot 1183 in DP 1153632 covered by Council's Subdivision Certificate No. 5d2010

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

Signed on behalf of Integral Energy Australia by its Attorney pursuant to Power of Attorney Book 4573 No. 297 in the presence of:

R Simmonds
Signature of witness

Ray Simmonds
Name of Witness
c/- Integral Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of Attorney
Name: Geoff Riethmuller
Position: Network Property Mgr
Date of execution: 27 October 2010

URS 10867 & ARP 1675

Executed by Trustees of the Marist Brothers by its duly authorised attorneys pursuant

A Chan
Ruth Chan

Signed at Hurstville, the 24th **day of** January **20**11 **for Commonwealth Bank of Australia A.C.N. 123 123 124 by its duly appointed Attorney under Power of Attorney Book** 4548 **No.** 494, 14-7-2008 POA dated 9 July 2008

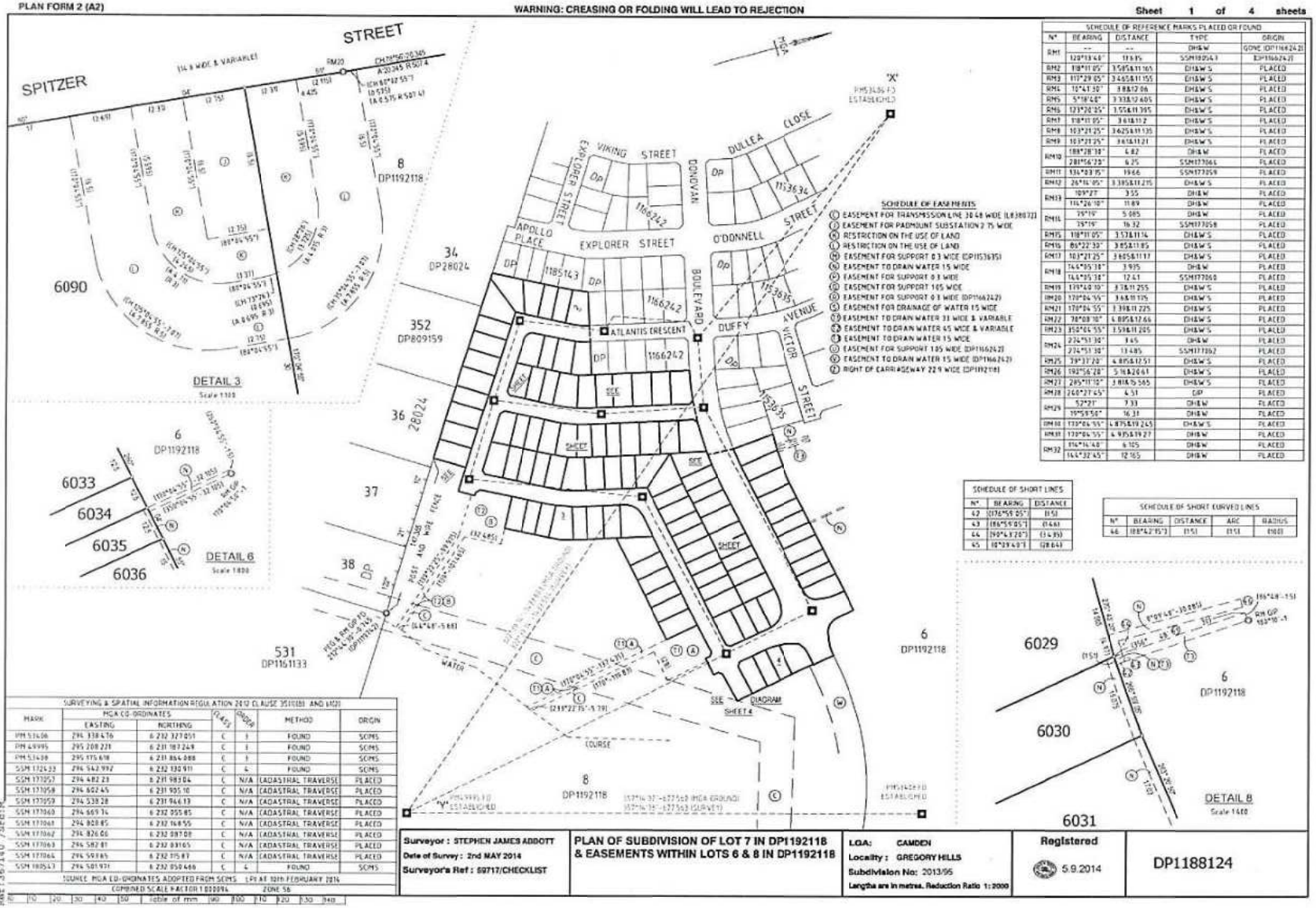
Witness:

Mary Tchomkarian
Corporate Accounts Manager

REGISTERED 24-02-2011

Peter Loan

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 4 sheets



SCHEDULE OF EASEMENTS

- (C) EASEMENT FOR TRANSMISSION LINE 30 48 WIDE (L839772)
- (F) EASEMENT FOR PADMOUNT SUBSTATION 2 75 WIDE
- (K) RESTRICTION ON THE USE OF LAND
- (L) RESTRICTION ON THE USE OF LAND
- (M) EASEMENT FOR SUPPORT 0 3 WIDE (DP1153635)
- (N) EASEMENT TO DRAIN WATER 15 WIDE
- (O) EASEMENT FOR SUPPORT 0 3 WIDE
- (P) EASEMENT FOR SUPPORT 165 WIDE
- (Q) EASEMENT FOR SUPPORT 0 3 WIDE (DP1166242)
- (S) EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (T) EASEMENT TO DRAIN WATER 30 WIDE & VARIABLE
- (U) EASEMENT TO DRAIN WATER 45 WIDE & VARIABLE
- (V) EASEMENT TO DRAIN WATER 15 WIDE
- (W) EASEMENT FOR SUPPORT 135 WIDE (DP1166242)
- (X) EASEMENT TO DRAIN WATER 15 WIDE (DP1166242)
- (Z) RIGHT OF CARRIAGEWAY 22 9 WIDE (DP1192118)

SCHEDULE OF REFERENCE MARKS PLACED OR FOUND

N°	BEARING	DISTANCE	TYPE	ORIGIN
RM1	--	--	DH&W	GONE (DP1166242)
RM2	129°13'48"	11.935	SSM189254	(DP1166242)
RM3	118°11'05"	3.585&11.165	DH&W'S	PLACED
RM4	117°29'05"	3.465&11.155	DH&W'S	PLACED
RM5	107°41'10"	3.882&12.06	DH&W'S	PLACED
RM6	5°19'48"	3.933&12.405	DH&W'S	PLACED
RM7	121°20'35"	3.556&11.395	DH&W'S	PLACED
RM8	118°11'05"	3.61&11.2	DH&W'S	PLACED
RM9	103°21'25"	3.625&11.135	DH&W'S	PLACED
RM10	103°21'25"	3.61&11.21	DH&W'S	PLACED
	188°28'38"	4.82	DH&W	PLACED
	281°56'28"	6.25	SSM177066	PLACED
RM11	336°03'15"	19.66	SSM177059	PLACED
RM12	26°14'05"	3.385&11.215	DH&W'S	PLACED
RM13	109°27'	3.55	DH&W	PLACED
	114°26'10"	11.89	DH&W	PLACED
RM14	29°19'	5.085	DH&W	PLACED
	29°19'	16.32	SSM177058	PLACED
RM15	118°11'05"	3.57&11.14	DH&W'S	PLACED
RM16	86°22'30"	3.85&11.85	DH&W'S	PLACED
RM17	103°21'25"	3.665&11.17	DH&W'S	PLACED
RM18	144°05'38"	3.935	DH&W	PLACED
	144°05'38"	12.41	SSM177060	PLACED
RM19	139°50'10"	3.78&11.255	DH&W'S	PLACED
RM20	130°04'55"	3.68&11.175	DH&W'S	PLACED
RM21	130°04'55"	3.398&11.225	DH&W'S	PLACED
RM22	78°08'38"	6.805&17.66	DH&W'S	PLACED
RM23	359°04'55"	3.598&11.205	DH&W'S	PLACED
RM24	274°51'38"	9.45	DH&W	PLACED
	274°51'38"	13.485	SSM177062	PLACED
RM25	79°37'20"	4.805&17.51	DH&W'S	PLACED
RM26	192°56'28"	5.16&20.61	DH&W'S	PLACED
RM27	295°11'10"	3.81&15.565	DH&W'S	PLACED
RM28	268°27'45"	4.51	DP	PLACED
RM29	52°21'	7.33	DH&W	PLACED
	39°58'56"	16.31	DH&W	PLACED
RM30	130°04'55"	4.875&19.245	DH&W'S	PLACED
RM31	130°04'55"	4.935&19.27	DH&W	PLACED
RM32	314°16'48"	6.105	DH&W	PLACED
	144°32'45"	12.165	DH&W	PLACED

SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE
42	176°59'05"	11.51
43	86°59'05"	0.461
44	90°04'20"	13.490
45	90°39'40"	28.649

SCHEDULE OF SHORT CURVED LINES

N°	BEARING	DISTANCE	ARC	RADIUS
46	188°42'15"	11.51	11.51	11.00

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b)(i) AND (m)(i)

MARK	MGA CO-ORDINATES EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 53406	294 338.476	6 232 327.051	C	3	FOUND	SCIMS
PM 69995	295 208.221	6 231 187.249	C	3	FOUND	SCIMS
PM 53430	295 175.618	6 231 864.088	C	3	FOUND	SCIMS
SSM 172533	294 942.992	6 232 130.911	C	4	FOUND	SCIMS
SSM 177057	294 482.23	6 231 983.04	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 177058	294 602.45	6 231 905.10	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 177059	294 538.28	6 231 966.13	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 177060	294 669.74	6 232 055.85	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 177061	294 828.85	6 232 168.55	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 177062	294 826.66	6 232 287.08	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 177063	294 582.81	6 232 331.65	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 177064	294 597.85	6 232 215.87	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 180543	294 581.931	6 232 050.466	C	4	FOUND	SCIMS

SOURCE MGA CO-ORDINATES ADOPTED FROM SCIMS 1 PLAN 10th FEBRUARY 2014

COMBINED SCALE FACTOR 1.000096 ZONE 56

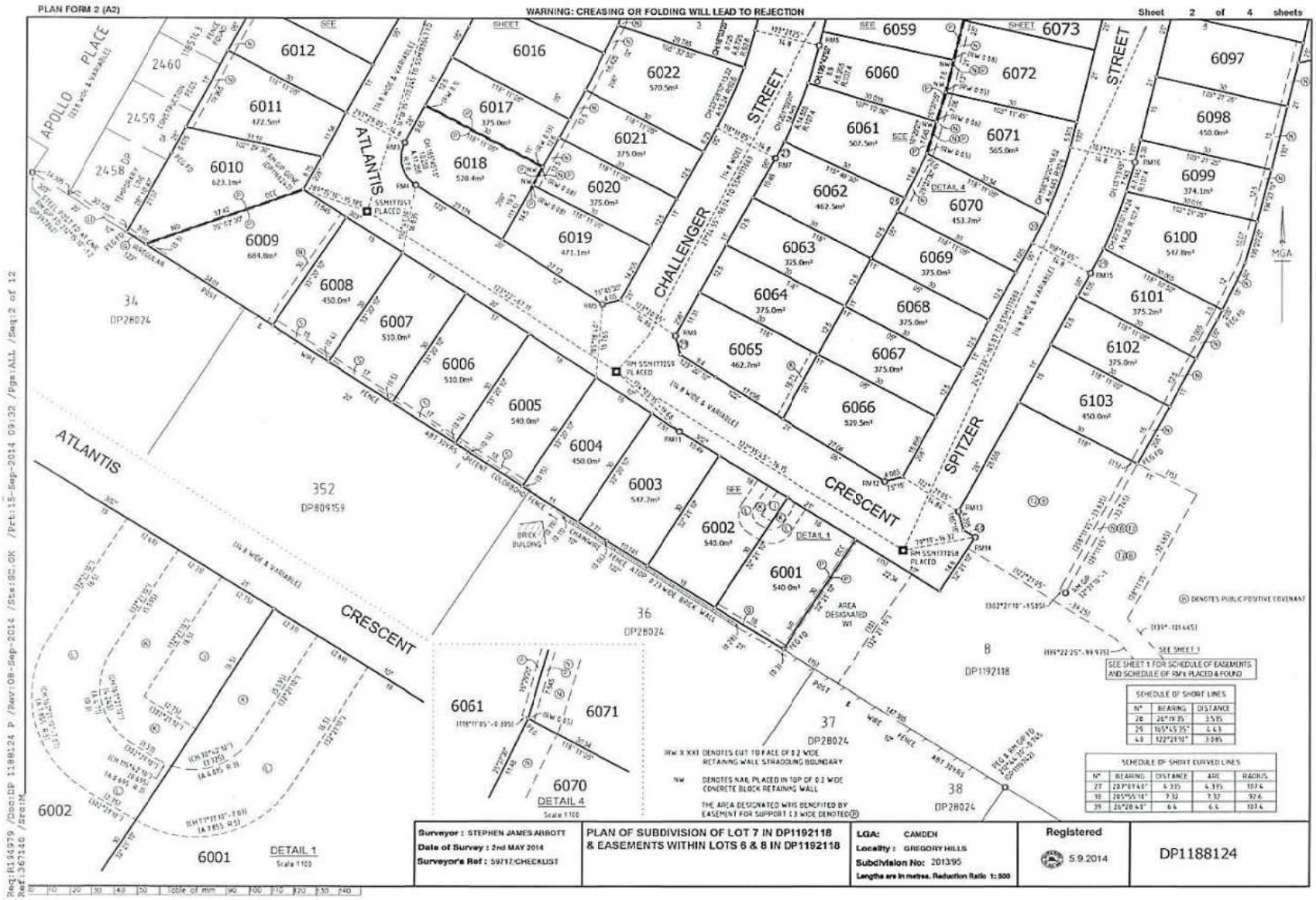
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Surveyor : STEPHEN JAMES ADDOTT Date of Survey : 2nd MAY 2014 Surveyor's Ref : 59717/CHECKLIST	PLAN OF SUBDIVISION OF LOT 7 IN DP1192118 & EASEMENTS WITHIN LOTS 6 & 8 IN DP1192118	LGA: CAMDEN Locality : GREGORY HILLS Subdivision No: 2013/95 Lengths are in metres. Reduction Ratio 1:2000	Registered 5.9.2014	DP1188124

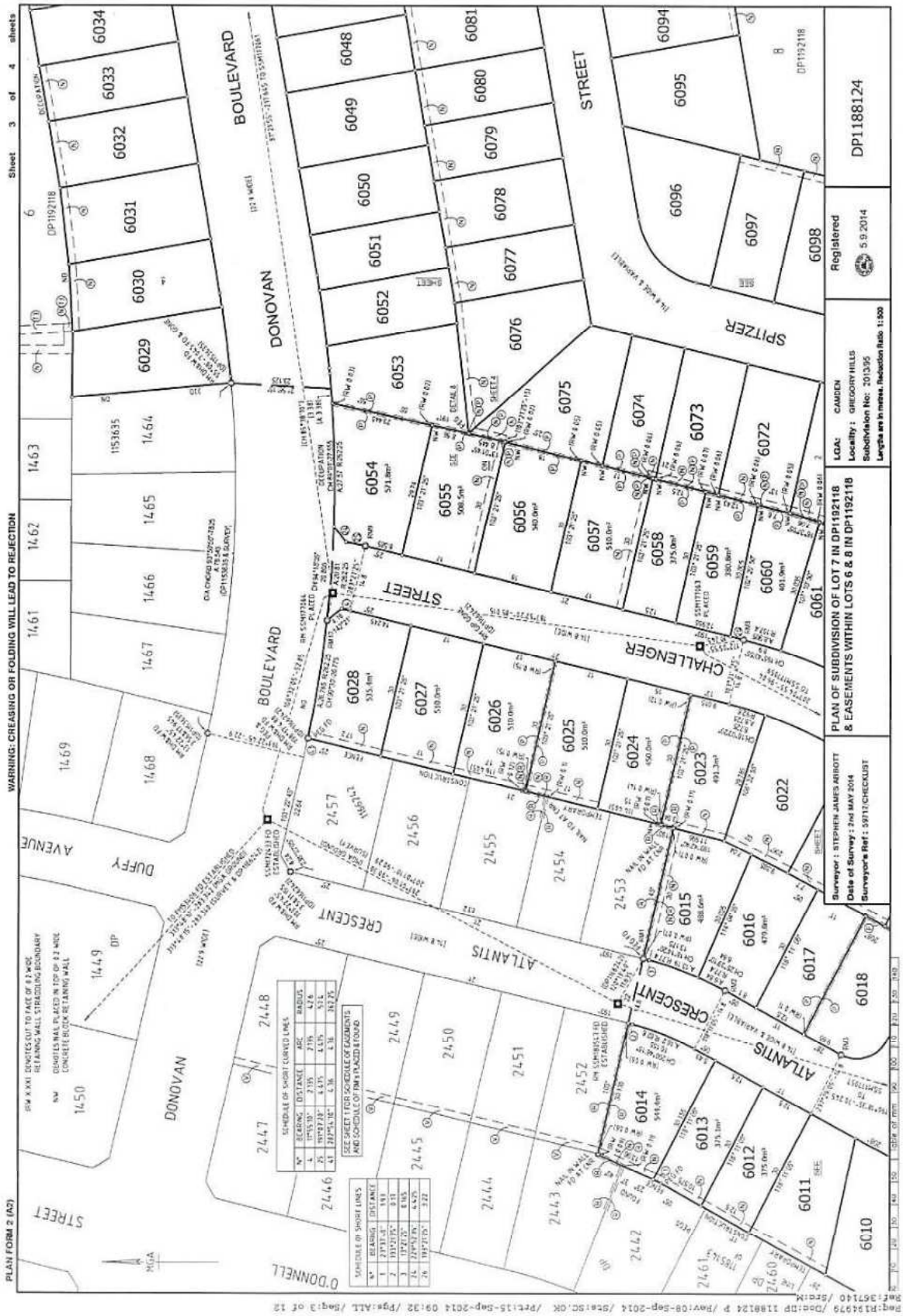
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Ref:367140 /Src:M

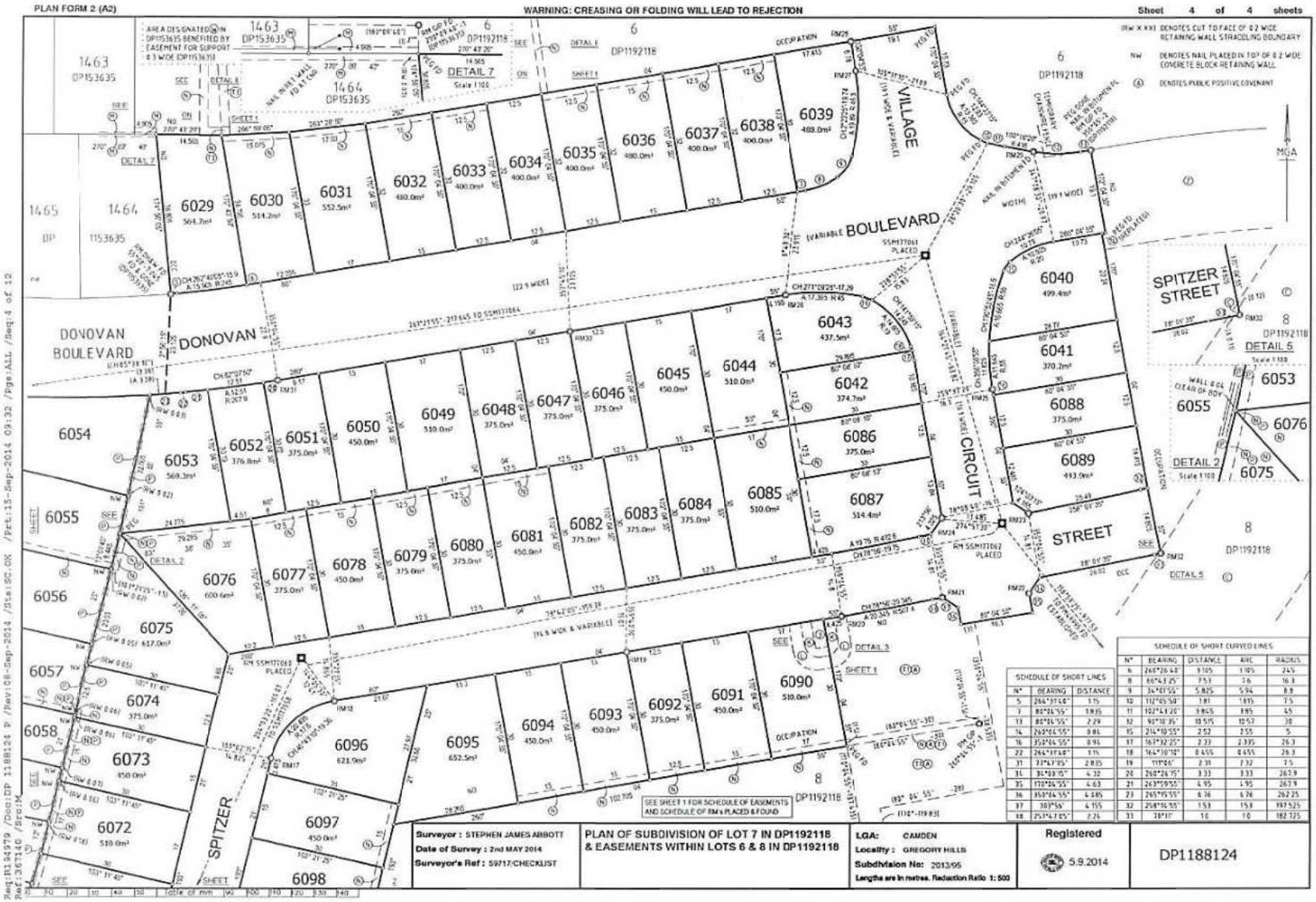
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PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 8 sheet(s)

Office Use Only

Registered: 5.9.2014

Title System: TORRENS

Purpose: SUBDIVISION

Use Only

DP1188124 S

PLAN OF SUBDIVISION OF LOT 7 IN DP1192118 & EASEMENTS WITHIN LOTS 6 & 8 IN DP1192118

LGA: **CAMDEN**

Locality: **GREGORY HILLS**

Parish: **NARELLAN**

County: **CUMBERLAND**

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, Jeremy Swan

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of s.109J 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: J. D. Swan

~~Accreditation number:~~ .....

Consent Authority: Camden Council

Date of endorsement: 16/7/2014.

Subdivision Certificate number: 2013/95

File number: DA/2013/95/Part 1

*Strike through if inapplicable.

Survey Certificate

I, **STEPHEN JAMES ABBOTT**

of **LEAN LACKENBY & HAYWARD L'POOL P/L**

209 NORTHUMBERLAND STREET LIVERPOOL NSW 2170

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 2012*, is accurate and the survey was completed on **2nd MAY 2014**

~~*(b) The part of the land shown in the plan (*being/*excluding ^ .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation.~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: ..... Dated: **2nd MAY 2014**

Surveyor ID: **302**

Datum Line: "X"-"Y"

Type: *Urban/~~*Rural~~

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

~~*Strike through if inapplicable.~~

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

Statements of intention to dedicate public roads, public reserves and drainage reserves.

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

1. **DONOVAN BOULEVARD (19.1, 22.9 WIDE & VARIABLE)**
2. **VILLAGE CIRCUIT (16.1,19.1 WIDE & VARIABLE)**
3. **ATLANTIS CRESCENT (14.8 WIDE & VARIABLE)**
4. **CHALLENGER STREET (14.8 WIDE)**
5. **SPITZER STREET (14.8 WIDE & VARIABLE) (SUBJECT TO EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (L838072))**

Plans used in the preparation of survey/~~compilation.~~

DP28024 DP397862 DP809159 DP1153634 DP1153635 DP1161133 DP1166232 DP1166242 DP1185143 DP1192118

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: **59717/CHECKLIST**

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 8 sheet(s)

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Registered: 5.9.2014

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DP1188124

PLAN OF SUBDIVISION OF LOT 7 IN DP1192118 & EASEMENTS WITHIN LOTS 6 & 8 IN DP1192118

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

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

Subdivision Certificate number: 2013/95

Date of Endorsement: 16/7/2014

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (N)
2. EASEMENT FOR SUPPORT 0.3 WIDE (P)
3. EASEMENT FOR SUPPORT 1.05 WIDE (Q)
4. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (S)
5. EASEMENT TO DRAIN WATER 33 WIDE & VARIABLE (T1)
6. EASEMENT TO DRAIN WATER 45 WIDE & VARIABLE (T2)
7. EASEMENT TO DRAIN WATER 1.5 WIDE (T3)
8. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (J)
9. RESTRICTION ON THE USE OF LAND (K)
10. RESTRICTION ON THE USE OF LAND (L)
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND
18. PUBLIC POSITIVE COVENANT UNDER SECTION 88E OF THE CONVEYANCING ACT 1919.
19. PUBLIC POSITIVE COVENANT UNDER SECTION 88E OF THE CONVEYANCING ACT 1919.
20. PUBLIC POSITIVE COVENANT UNDER SECTION 88E OF THE CONVEYANCING ACT 1919.

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

1. RIGHT OF CARRIAGEWAY 24.8 WIDE (N) (DP1166242)
2. RIGHT OF CARRIAGEWAY 22.9 WIDE (W) (DP1192118)

If space is insufficient use additional annexure sheet

Surveyor's Reference:59717

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Req:R194979 /Doc:DP 1188124 P /Rev:08-Sep-2014 /Sts:SC.OK /Prt:15-Sep-2014 /Seq:7 of 12

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

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Registered: 5.9.2014

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DP1188124

PLAN OF SUBDIVISION OF LOT 7 IN DP1192118 & EASEMENTS WITHIN LOTS 6 & 8 IN DP1192118

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 2013/95

Date of Endorsement: 16/7/2014

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
6001	38	ATLANTIS	CRESCENT	GREGORY HILLS
6002	36	ATLANTIS	CRESCENT	GREGORY HILLS
6003	34	ATLANTIS	CRESCENT	GREGORY HILLS
6004	32	ATLANTIS	CRESCENT	GREGORY HILLS
6005	30	ATLANTIS	CRESCENT	GREGORY HILLS
6006	28	ATLANTIS	CRESCENT	GREGORY HILLS
6007	26	ATLANTIS	CRESCENT	GREGORY HILLS
6008	24	ATLANTIS	CRESCENT	GREGORY HILLS
6009	22	ATLANTIS	CRESCENT	GREGORY HILLS
6010	20	ATLANTIS	CRESCENT	GREGORY HILLS
6011	18	ATLANTIS	CRESCENT	GREGORY HILLS
6012	16	ATLANTIS	CRESCENT	GREGORY HILLS
6013	14	ATLANTIS	CRESCENT	GREGORY HILLS
6014	12	ATLANTIS	CRESCENT	GREGORY HILLS
6015	11	ATLANTIS	CRESCENT	GREGORY HILLS
6016	13	ATLANTIS	CRESCENT	GREGORY HILLS
6017	15	ATLANTIS	CRESCENT	GREGORY HILLS
6018	17	ATLANTIS	CRESCENT	GREGORY HILLS
6019	20	CHALLENGER	STREET	GREGORY HILLS
6020	18	CHALLENGER	STREET	GREGORY HILLS
6021	16	CHALLENGER	STREET	GREGORY HILLS
6022	14	CHALLENGER	STREET	GREGORY HILLS
6023	12	CHALLENGER	STREET	GREGORY HILLS
6024	10	CHALLENGER	STREET	GREGORY HILLS
6025	8	CHALLENGER	STREET	GREGORY HILLS
6026	6	CHALLENGER	STREET	GREGORY HILLS
6027	4	CHALLENGER	STREET	GREGORY HILLS
6028	2	CHALLENGER	STREET	GREGORY HILLS
6029	75	DONOVAN	BOULEVARD	GREGORY HILLS
6030	77	DONOVAN	BOULEVARD	GREGORY HILLS

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Surveyor's Reference: 59717

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

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Sheet 4 of 8 sheet(s)

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DP1188124

PLAN OF SUBDIVISION OF LOT 7 IN DP1192118 & EASEMENTS WITHIN LOTS 6 & 8 IN DP1192118

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- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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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.

Subdivision Certificate number: 2013/95

Date of Endorsement: 16/7/2014

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
6031	79	DONOVAN	BOULEVARD	GREGORY HILLS
6032	81	DONOVAN	BOULEVARD	GREGORY HILLS
6033	83	DONOVAN	BOULEVARD	GREGORY HILLS
6034	85	DONOVAN	BOULEVARD	GREGORY HILLS
6035	87	DONOVAN	BOULEVARD	GREGORY HILLS
6036	89	DONOVAN	BOULEVARD	GREGORY HILLS
6037	91	DONOVAN	BOULEVARD	GREGORY HILLS
6038	93	DONOVAN	BOULEVARD	GREGORY HILLS
6039	126	VILLAGE	CIRCUIT	GREGORY HILLS
6040	121	VILLAGE	CIRCUIT	GREGORY HILLS
6041	123	VILLAGE	CIRCUIT	GREGORY HILLS
6042	130	VILLAGE	CIRCUIT	GREGORY HILLS
6043	128	VILLAGE	CIRCUIT	GREGORY HILLS
6044	58	DONOVAN	BOULEVARD	GREGORY HILLS
6045	56	DONOVAN	BOULEVARD	GREGORY HILLS
6046	54	DONOVAN	BOULEVARD	GREGORY HILLS
6047	52	DONOVAN	BOULEVARD	GREGORY HILLS
6048	50	DONOVAN	BOULEVARD	GREGORY HILLS
6049	48	DONOVAN	BOULEVARD	GREGORY HILLS
6050	46	DONOVAN	BOULEVARD	GREGORY HILLS
6051	44	DONOVAN	BOULEVARD	GREGORY HILLS
6052	42	DONOVAN	BOULEVARD	GREGORY HILLS
6053	40	DONOVAN	BOULEVARD	GREGORY HILLS
6054	1	CHALLENGER	STREET	GREGORY HILLS
6055	3	CHALLENGER	STREET	GREGORY HILLS
6056	5	CHALLENGER	STREET	GREGORY HILLS
6057	7	CHALLENGER	STREET	GREGORY HILLS
6058	9	CHALLENGER	STREET	GREGORY HILLS
6059	11	CHALLENGER	STREET	GREGORY HILLS
6060	13	CHALLENGER	STREET	GREGORY HILLS
6061	15	CHALLENGER	STREET	GREGORY HILLS

If space is insufficient use additional annexure sheet

Surveyor's Reference:59717

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

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Sheet 5 of 8 sheet(s)

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Registered: 5.9.2014

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DP1188124

PLAN OF SUBDIVISION OF LOT 7 IN DP1192118 & EASEMENTS WITHIN LOTS 6 & 8 IN DP1192118

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

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

Subdivision Certificate number: 2013/95

Date of Endorsement: 16/7/2014

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
6062	17	CHALLENGER	STREET	GREGORY HILLS
6063	19	CHALLENGER	STREET	GREGORY HILLS
6064	21	CHALLENGER	STREET	GREGORY HILLS
6065	23	CHALLENGER	STREET	GREGORY HILLS
6066	1	SPITZER	STREET	GREGORY HILLS
6067	3	SPITZER	STREET	GREGORY HILLS
6068	5	SPITZER	STREET	GREGORY HILLS
6069	7	SPITZER	STREET	GREGORY HILLS
6070	9	SPITZER	STREET	GREGORY HILLS
6071	11	SPITZER	STREET	GREGORY HILLS
6072	13	SPITZER	STREET	GREGORY HILLS
6073	15	SPITZER	STREET	GREGORY HILLS
6074	17	SPITZER	STREET	GREGORY HILLS
6075	19	SPITZER	STREET	GREGORY HILLS
6076	21	SPITZER	STREET	GREGORY HILLS
6077	23	SPITZER	STREET	GREGORY HILLS
6078	25	SPITZER	STREET	GREGORY HILLS
6079	27	SPITZER	STREET	GREGORY HILLS
6080	29	SPITZER	STREET	GREGORY HILLS
6081	31	SPITZER	STREET	GREGORY HILLS
6082	33	SPITZER	STREET	GREGORY HILLS
6083	35	SPITZER	STREET	GREGORY HILLS
6084	37	SPITZER	STREET	GREGORY HILLS
6085	39	SPITZER	STREET	GREGORY HILLS
6086	132	VILLAGE	CIRCUIT	GREGORY HILLS
6087	134	VILLAGE	CIRCUIT	GREGORY HILLS
6088	125	VILLAGE	CIRCUIT	GREGORY HILLS
6089	127	VILLAGE	CIRCUIT	GREGORY HILLS
6090	32	SPITZER	STREET	GREGORY HILLS
6091	30	SPITZER	STREET	GREGORY HILLS
6092	28	SPITZER	STREET	GREGORY HILLS

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 8 sheet(s)

Office Use Only

Registered: 5.9.2014

Office Use Only

DP1188124

PLAN OF SUBDIVISION OF LOT 7 IN DP1192118 & EASEMENTS WITHIN LOTS 6 & 8 IN DP1192118

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

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

Subdivision Certificate number: 2013/95

Date of Endorsement: 16/7/2014

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
6093	26	SPITZER	STREET	GREGORY HILLS
6094	24	SPITZER	STREET	GREGORY HILLS
6095	22	SPITZER	STREET	GREGORY HILLS
6096	20	SPITZER	STREET	GREGORY HILLS
6097	18	SPITZER	STREET	GREGORY HILLS
6098	16	SPITZER	STREET	GREGORY HILLS
6099	14	SPITZER	STREET	GREGORY HILLS
6100	12	SPITZER	STREET	GREGORY HILLS
6101	10	SPITZER	STREET	GREGORY HILLS
6102	8	SPITZER	STREET	GREGORY HILLS
6103	6	SPITZER	STREET	GREGORY HILLS

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Surveyor's Reference:59717

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 8 sheet(s)

Office Use Only

Registered: 5.9.2014

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DP1188124

PLAN OF SUBDIVISION OF LOT 7 IN DP1192118 & EASEMENTS WITHIN LOTS 6 & 8 IN DP1192118

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

Subdivision Certificate number: 2013/95

Date of Endorsement: 16/7/2014

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the Instrument in my presence.

Witness (Signature)

GLENN AMANONCE
Name of Witness (Print Name)

18 MCKENZIE BLVD GREGORY HILLS
Address of Witness

Witness (Signature)

GLENN AMANONCE
Name of Witness (Print Name)

18 MCKENZIE BLVD GREGORY HILLS
Address of Witness

Executed by the persons named below who signed this instrument on behalf of **Trustees of the Marist Brothers** pursuant to power of attorney dated 8 March 2011 Registered with Land and Property Information (NSW) Book 4607 No. 944

Attorney (Signature)

BERNARD KENNA
Name of Attorney (Print Name)

1/247 COWARD ST MASCOT
Address of Attorney

Attorney (Signature)

ANTHONY R CARDY
Name of Attorney (Print Name)

1/247 Coward St. Mascot
Address of Attorney

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 8 sheet(s)

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Registered: 5.9.2014

Office Use Only

DP1188124

PLAN OF SUBDIVISION OF LOT 7 IN DP1192118 & EASEMENTS WITHIN LOTS 6 & 8 IN DP1192118

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

Subdivision Certificate number: 2013/95

Date of Endorsement: 16/7/2014.

Signed at Hurstville, the 23rd **day of** July **20**14 **for Commonwealth Bank of Australia A.C.N. 123 123 124 by its duly appointed Attorney under Power of Attorney Book** 4548 **No.** 494, 14-7-2008

Witness:

Mary Tchamkertenian
Account Manager
Corporate Financial Services
Sydney South

Ruth Chan
Relationship Manager

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Surveyor's Reference: 59717

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1188124 B

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 208/95
Dated 16/7/2014

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

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 to drain water 1.5 wide (N)	6009	6004, 6005, 6006, 6007, 6008
		6011	6010
		6012	6010, 6011
		6013	6010, 6011, 6012
		6014	6010, 6011, 6012, 6013
		6020	6019
		6021	6019, 6020
		6022	6019, 6020, 6021
		6023	6019, 6020, 6021, 6022
		6015	6019, 6020, 6021, 6022, 6023
		6025	6024
		6026	6024, 6025
		6027	6024, 6025, 6026
		6028	6024, 6025, 6026, 6027
		6033	6034
		6032	6034, 6033
		6031	6034, 6033, 6032
		6030	6034, 6033, 6032, 6031, 6029
		Lot 6 in DP 1192118 (F/I 6/1192118)	6034, 6033, 6032, 6031, 6030, 6029
		6038	6039
		6037	6039, 6038
		6036	6039, 6038, 6037
		6035	6039, 6038, 6037, 6036
		Lot 6 in DP 1192118	6039, 6038, 6037, 6036, 6035
		6044	6045
		6042	6045, 6044, 6043
		6086	6045, 6044, 6043, 6042
		6087	6045, 6044, 6043, 6042, 6086

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

		6065	6064
		6070	6069
		6071	6069, 6070
		6072	6069, 6070, 6071
		6073	6069, 6070, 6071, 6072
		6074	6069, 6070, 6071, 6072, 6073,
		6057	6069, 6070, 6071, 6072, 6073, 6074
		6081	6082
		6080	6082, 6081
		6079	6082, 6081 6080
		6078	6082, 6081, 6080, 6079
		6077	6082, 6081, 6080, 6079, 6078
		6076	6082, 6081, 6080, 6079, 6078, 6077
		6075	6082, 6081, 6080, 6079, 6078, 6077, 6076
		6055	6082, 6081, 6080, 6079, 6078, 6077 6076, 6075
		6094	6095
		6093	6095, 6094
		6092	6095, 6094, 6093
		6091	6095, 6094, 6093, 6092
		6090	6095, 6094, 6093, 6092, 6091
		Lot 8 in DP 1192118 (F/l 8/1192118)	6095, 6094, 6093, 6092, 6091, 6090
		6097	6096
		6098	6096, 6097
		6099	6096, 6097, 6098
		6100	6096, 6097, 6098, 6099
		6101	6096, 6097, 6098, 6099, 6100
		6102	6096, 6097, 6098, 6099, 6100, 6101
		6103	6096, 6097, 6098, 6099, 6100, 6101, 6102
		Lot 8 in DP 1192118	6096, 6097, 6098, 6099, 6100, 6101, 6102, 6103

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

2	Easement for support 0.3 wide (P)	6001 Lot 8 in DP 1192118 6009 6010 6017 6018 6019 6020 6023 6024 6025 6026 6053 6054 6055 6056 6057 6058 6059 6060 6061 6071 6072 6073 6074 6075 6076	Area designated W1 in Lot 8 in DP 1192118 6001 6010 6009 6018, 6020 6017, 6019, 6020 6018 6017, 6018 6024 6023 6026 6025 6054, 6055 6053 6053, 6075, 6076 6075 6074, 6075 6073, 6074 6072, 6073 6071, 6072 6071 6060, 6061 6059, 6060 6058, 6059 6057, 6058 6055, 6056, 6057 6055

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

3	Easement for support, 1.05 wide (Q)	6001, 6010	Camden Council
4	Easement for drainage of water 1.5 wide (S)	6005 6006 6007 6008	6004 6004, 6005 6004, 6005, 6006 6004, 6005, 6006, 6007
5	Easement to drain water 33 wide and variable (T1)	Lot 8 in DP 1192118	Camden Council
6	Easement to drain water 45 wide and variable (T2)	Lot 8 in DP 1192118	Camden Council
7	Easement to drain water 1.5 wide (T3)	Lot 6 in DP 1192118	Camden Council
8	Easement for padmount substation 2.75 wide (J)	6002, 6090	Endeavour Energy
9	Restriction on the use of land (K)	6001, 6002, 6090, Lot 8 in DP 1192118	Endeavour Energy
10	Restriction on the use of land (L)	6001, 6002, 6090, Lot 8 in DP 1192118	Endeavour Energy
11	Restriction on the use of land	6001 to 6103 incl.	Camden Council
12	Restriction on the use of land	6001 to 6103 incl.	Camden Council
13	Restriction on the use of land	6001 to 6103 incl.	Camden Council
14	Restriction on the use of land	6028 to 6040 incl. 6043 to 6054 incl.	Camden Council
15	Restriction on the use of land	6028, 6040, 6043, 6054	Camden Council
16	Restriction on the use of land	6028 to 6040 incl. 6043 to 6054 incl.	Camden Council
17	Restriction on the use of land	6001 to 6103 incl.	6001 to 6103 incl.
18	Public Positive Covenant under Section 88E of the Conveyancing Act 1919	6001, 6010	Camden Council
19	Public Positive Covenant under Section 88E of the Conveyancing Act 1919	Lot 8 in DP 1192118	Camden Council
20	Public Positive Covenant under Section 88E of the Conveyancing Act 1919	Lot 8 in DP 1192118	Camden Council

PART 1 A (Release)

1	Right of carriageway 24.8 wide (Denoted N in DP 1166242)	Lot 7 in DP 1192118 (F/I 7/1192118)	Camden Council
2	Right of carriageway 22.9 wide (Denoted W in DP 1192118)	Lot 7 in DP 1192118 F/I 7/1192118)	~~Camden Council~~ Lots 8 & 9 in DP 1192118 (F/I8/1192118 & F/I9/1192118

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

PART 2 (Terms)

1. **Terms of the easement to drain water 1.5 wide numbered 1 in the plan:**

As set out in Part 3 of Schedule VIII of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 1 in the plan – Camden Council.

2. **Terms of the easement for support 0.3 wide numbered 2 in the plan:**

2.1 The owner of the Lot Benefited may:
- 2.1.1 construct, repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Benefited, or any part of it, **(Retaining Wall)**:
- 2.1.2 use the Retaining Wall for the support of the Lot Benefited

2.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:
- 2.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
- 2.2.2 interfere with the Retaining Wall in any way

2.3 If the Owner of the Lot Burdened breaches clause 2.2, the Owner of the Lot Benefited may serve a notice on the Owner of the Lot Burdened requiring:
- 2.3.1 the relevant actions to stop; and
- 2.3.1 the relevant breach to be rectified.

2.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 2.3, the Owner of the Lot Benefited may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Owner of the Lot Benefited in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.

2.5 If the Owner of the Lot Benefited exercises its powers under clause 2.4, it must:
- 2.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
- 2.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
- 2.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
- 2.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
- 2.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 2 in the plan – Camden Council.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

3. Terms of the easement for support 1.05 wide numbered 3 in the plan:

3.1 The owner of the Lot Burdened may:
- 3.1.1 repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, **(Retaining Wall)**:
- 3.1.2 use the Retaining Wall for the support of the Lot Burdened.

3.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:
- 3.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
- 3.2.2 interfere with the Retaining Wall in any way.

3.3 If the Owner of the Lot Burdened breaches clause 3.2, Camden Council (The Council) may serve a notice on the Owner of the Lot Burdened requiring:
- 3.3.1 the relevant actions to stop; and
- 3.3.2 the relevant breach to be rectified.

3.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 4.3, the Council may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Council in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.

3.5 If the Council exercises its powers under clause 3.4, it must:
- 3.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
- 3.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
- 3.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
- 3.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
- 3.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 3 in the plan – Camden Council.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

4. Terms of easement for drainage of water 1.5 wide numbered 4 in the plan:

As set out in part 8 of Schedule VIII of the Conveyancing Act, 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 4 in the plan – Camden Council

5. Terms of easement to drain water 33 wide and variable numbered 5 in the plan:

As set out in part 3 of Schedule VIII of the Conveyancing Act, 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 5 in the plan – Camden Council

6. Terms of easement to drain water 45 wide and variable numbered 6 in the plan:

As set out in part 3 of Schedule VIII of the Conveyancing Act, 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 6 in the plan – Camden Council

7. Terms of easement to drain water 1.5 wide numbered 7 in the plan:

As set out in part 3 of Schedule VIII of the Conveyancing Act, 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 7 in the plan – Camden Council

8. Terms of easement for padmount substation 2.75 wide numbered 8 in the plan:

As set out in Memorandum No. 9262886 registered at Land & Property Information NSW. Subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 8 in the plan – Endeavour Energy.

9. Terms of restriction on the use of land numbered 9 in the plan:

1.0 No building shall be erected or permitted to remain within the restriction site unless:
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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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

1.2 the external surface of the building erected more than 1.5 metres from footing has a 60/60/60 fire rating and the owner provides the authority benefited with an engineer's certificate to this effect.

2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.0 Definitions:

3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.

3.3 **"erect"** includes construct, install, build and maintain.

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 9 in the plan – Endeavour Energy

10. Terms of restriction on the use of land numbered 10 in the plan:

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

2.0 Definitions:

2.1 **"erect"** includes construct, install, build and maintain.

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 10 in the plan – Endeavour Energy.

11. Terms of restriction on the use of land numbered 11 in the plan:

No Dwelling may be erected on any Lot Burdened unless the footings of that Dwelling are designed by a suitably qualified civil and / or structural engineer.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 11 in the plan – Camden Council.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

12. Terms of restriction on the use of land number 12 in the plan:

No Dwelling may be erected on any Lot Burdened unless the dwelling, landscaping and associated works for that Dwelling are constructed in accordance with Salinity Investigation and Management Plan Report, proposed residential subdivision Stage 6 Gregory Hills Project No. 40741.95 Dated January 2013 prepared by Douglas Partners. Compliance with the plan must be demonstrated for each residential development application.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 12 in the plan – Camden Council.

13. Terms of restriction on the use of land number 13 in the plan:

No dwelling is to be erected on the lot burdened unless;

(i) The front rear and side setbacks are not less than the minimum setbacks as shown in the current Turner Road Development Control Plan 2007.

(ii) The principal private open space area is located away from the road traffic noise source and complies with the DECC's Environmental criteria for Road Traffic Noise.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 13 in the plan – Camden Council.

14. Terms of restriction on the use of land numbered 14 in the plan:

No Dwelling may be erected on any Lots Burdened unless:

(a) the dwelling construction requirements and attenuation treatments (including window glazing, acoustic seals, external doors, roof / ceiling construction and doors) for that Dwelling are in accordance with the Section 5 – of the Gregory Hills Stage 6 Traffic Noise Assessment Report revision 1 dated 29 January 2013 Ref 20121186.1/2901A/R1/TA prepared by Acoustic Logic.

(b) the internal noise levels contained within the Turner Road Development Control Plan 2007 are achieved for that Dwelling.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 14 in the plan – Camden Council.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

15. Terms of restriction on the use of land numbered 15 in the plan:

No fence is to be constructed on the land burdened unless it is at least 1.8 metres high solid lapped and capped or colorbond fence. The fences referred to above are to be constructed in accordance with the Gregory Hills Stage 6 Traffic Noise Assessment Report revision 1 dated 29 January 2013 Ref: 20121186.1/2901A/R1/TA prepared by Acoustic Logic.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 15 in the plan – Camden Council.

16. Terms of restriction on the use of land numbered 16 in the plan:

No Dwelling may be erected on any Lots Burdened unless:

(a) windows / glazed doors facing Donovan Boulevard, and /or windows / glazed doors on the side facade (east/west) of any residential premises abutting Donovan Boulevard are kept closed to meet internal noise goals, and
(b) mechanical ventilation for that dwelling is provided in accordance with the minimum standards prescribed by The Building Code of Australia and comply with Australian Standard 1668.2

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 16 in the plan – Camden Council.

17. Terms of restriction on the use of land numbered 17 in the plan:

17.1 No fence may be erected or permitted to remain on the Lot Burdened that:
17.1.1 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:
  (a) the requirements of any relevant statutory authority; or
  (b) any other provision of this instrument, or
  (c) erected on a boundary that is affected by an easement for support 0.3 wide denoted "P"
  (d) erected on a boundary that is affected by an easement for support 1.05 wide denoted "Q"
  (e) erected on a boundary that is affected by an easement for support 0.3 wide (DP 1166242) denoted "R"
17.1.2 exceeds 1 metre in height for the front boundary;
17.1.3 is constructed of materials other than brick, masonry, colour bond, lapped and capped stained timber, lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine") or brushwood; or

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013 / 95

17.1.4 is constructed of concrete bricks and/or concrete blocks unless that fence is fixed to retaining walls and posts located on the boundary of the Lot Burdened:

(a) cement rendered and painted;

(b) coated with cement using the process commonly known as "bagging" and painted; or

(c) is coated using the product known as "Granasite" or "Granatex" or any in the manner of the recommended by the manufacturer product used.

17.2 The Owner may not seek a contribution, compensation or re-imbursement from Trustees of the Marist Brothers, Dart West Developments Pty Limited or Dart West EP Pty Limited for the cost of any fence on the boundary of the Lot Burdened.

17.3 The Owner of any Lot Burdened must not:

17.3.1 subdivide (**Subdivision**) the Property within ten (10) years of the date of the registration of the plan of subdivision that created the Lot Burdened as a separate title unless they:

(a) provide all necessary plans and documents that relate to the Subdivision to Dart West Developments Pty Limited; and

(b) obtain the consent of Dart West Developments to the Subdivision (which may be refused or granted with conditions at the discretion of Dart West Developments Pty Limited), or

17.3.2 operate, or cause to be operated, a display home within the development known as 'Gregory Hills' of which the property forms a part, for the purpose of displaying, marketing, advertising or promoting the construction of homes on lots within that development other than within the 'Gregory Hills Display Village' nominated by Dart West Developments Pty Limited from time to time.

17.4 The Owner of any Lot Burdened must:

17.4.1 not keep on the Lot Burdened or any property or public street adjoining that Lot Burdened a truck or commercial vehicle with a weight greater than three and a half (3.5) tonnes TARE;

17.4.2 not do or allow to be done any act where any street, footpath or tree in any street or property adjoining the Lot Burdened are damaged, destroyed or removed;

17.4.3 keep the Lot Burdened in a clean and tidy state, free from the accumulation of rubbish including during the time between their completion of the purchase of the Lot Burdened and the construction of the Dwelling;

17.4.4 not undertake any installation of radio masts, air conditioning units, satellite dishes, television antennae and garden sheds which are visible from any street adjoining the Lot Burdened;

17.4.5 not park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and

17.4.6 not undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).

17.5 No building apart from the Dwelling and/or garden shed erected on the Lot Burdened, may be erected or permitted to remain on the Lot Burdened unless that building is of a

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

design which complements the Dwelling on the Lot Burdened and is constructed of the same or similar materials to those used in the relevant Dwelling.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 17 in the plan – Dart West Developments Pty Limited until Trustees of the Marist Brothers cease to own any land originally contained in Certificates of Title Folio Identifiers Lot 91 & 92 in DP 1137298.

18. Terms of public positive covenant numbered 18 in the plan:

1. The registered proprietor of the lots hereby burdened will in respect of the retaining wall:

   (a) repair, maintain and replace a retaining wall within the easements for support denoted "Q" on the plan of subdivision to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, **(Retaining Wall)**
   (b) permit the Council 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 land for the compliance with the requirements of this covenant;
   (c) 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.

2. Pursuant to section 88F (3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

   (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1 (c) above;
   (ii) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
      (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work;
      (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 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.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

3. In this covenant Council means Camden Council.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 18 in the plan – Camden Council.

19. Terms of public public positive covenant on the use of land numbered 19 in the plan:

The proprietor of the land hereby burdened (herein called 'the proprietor') shall at all times in respect of the land hereby burdened identified on the above-mentioned plan as 'stormwater drainage retention / detention facilities' (herein called 'the facilities' and denoted A on the plan);

(a) construct, clean maintain and repair all pits, grates, surface storage areas, tanks pipe lines, earth orifice plates, trench barriers, walls, banks and other structures;
(b) maintain the existing surface levels;
(c) regularly remove silt, trash, gross pollutants, grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin PROVIDED HOWEVER that Camden Council (herein called 'the Council') shall have the right to enter upon the burdened lot with all necessary materials and equipment at reasonable times and on reasonable Notice but at any time and without notice in the case of an emergency;
    (i) to view the state of repair of the facility;
    (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
    (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date of the written notice from the Council requiring a remedy of a breach of the terms of this covenant, taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith on demand.
(d) not allow the on-site retention / detention basin to be altered, or removed in part, or allow structures to be erected thereon without the prior consent of Council.

NAME OF AUTHORITY having the power to release, vary or modify the positive covenant numbered 19 in the plan – Camden Council.

20. Terms of public public positive covenant on the use of land numbered 20 in the plan:

The proprietor of the land hereby burdened (herein called 'the proprietor') shall at all times in respect of the land hereby burdened identified on the above-mentioned plan as 'stormwater drainage retention / detention facilities' (herein called 'the facilities' and denoted B on the plan);

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

(a) construct, clean maintain and repair all pits, grates, surface storage areas, tanks pipe lines, earth orifice plates, trench barriers, walls, banks and other structures;

(b) maintain the existing surface levels;

(c) regularly remove silt, trash, gross pollutants, grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin PROVIDED HOWEVER that Camden Council (herein called 'the Council') shall have the right to enter upon the burdened lot with all necessary materials and equipment at reasonable times and on reasonable Notice but at any time and without notice in the case of an emergency;

  (i) to view the state of repair of the facility;

  (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and

  (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date of the written notice from the Council requiring a remedy of a breach of the terms of this covenant, taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith on demand.

(d) not allow the on-site retention / detention basin to be altered, or removed in part, or allow structures to be erected thereon without the prior consent of Council.

NAME OF AUTHORITY having the power to release, vary or modify the positive covenant numbered 20 in the plan – Camden Council.

Definitions and interpretation

In this instrument, words beginning with a capital letter that are defined below have the corresponding meaning ascribed to them:

(i) **Dwelling** means any dwelling erected on the Lot Burdened.

(ii) **Lot Burdened** means any lot burdened by the relevant covenant or restriction created by this instrument

(iii) **Owner** means the owner of the relevant Lot Burdened from time to time.

If the terms of any covenant created by this instrument, or any part of it, is found to be invalid or unenforceable then:

(a) the terms of that covenant are to be severed from this instrument; and

(b) Such invalidity or unenforceability will not affect the terms of any of the other covenants created under this instrument, or any parts of it, which are valid and enforceable.

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Ref:367140 /Src:M

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

Execution

EXECUTED by **Camden Council** by its duly authorised officer in the presence of the person whose signature appears below

Witness (Signature)

Annette Pringle.
Name of Witness (~~Print~~ Name)

J.D.Swan.
Authorised Officer (Signature)

Jeremy Swan
Name of Authorised Officer (Print Name)

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the Instrument in my presence.

Witness (Signature)

GLENN AMARONCE
Name of Witness (Print Name)

18 McKenzie Boulevard Gregory Hills
Address of Witness

Witness (Signature)

GLENN AMARONCE ~~GREGO~~
Name of Witness (Print Name)

18 McKenzie Blvd Gregory Hills
Address of Witness

Executed by the persons named below who signed this instrument on behalf of **Trustess of the Marist Brothers** pursuant to power of attorney dated 12 May 2008 Registered with Land and Property Information (NSW) Book 4543 No. 900

Attorney (Signature)

BERNARD KENNA
Name of Attorney (Print Name)

1/247 COWARD ST MASCOT NSW
Address of Attorney

Attorney (Signature)

ANTHONY R CADDY
Name of Attorney (Print Name)

1/247 Coward St. Mascot
Address of Attorney

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Ref:367140 /Src:M

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1188124

Plan of Subdivision of Lot 7 in DP 1192118 and easements within Lot 6 & 8 in DP 1192118 covered by Council's Subdivision Certificate No. 2013/95

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to Power of Attorney Book 4640 No.572 in the presence of:

R Simmonds
Signature of Witness

Raymond Simmonds
Name of Witness
C/-Endeavour Energy
51 Huntingwood Drive,
Huntingwood 2148

Signature of Attorney

Name: Geoff Riethmuller
Position: Network Property Mgr
Date of execution: 28-5-2014
Reference: URS 14323

Signed at Hurstville, the 23rd day of July 2014 for Commonwealth Bank of Australia A.C.N. 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4548 No. 494 14-7-2008

Witness:
Mary Tchamkertenian
Account Manager
Corporate Financial Services
Sydney South

Ruth Chan
Relationship Manager

REGISTERED 5.9.2014

Camden59717-88B 19.5.14

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Ref:59727 /Src:M

PLAN FORM 2 (A2) — **WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION** — **Sheet 1 of 7 sheets**

SCHEDULE OF EASEMENTS

(A) EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE
(B) RIGHT OF CARRIAGEWAY 5 WIDE
(C) EASEMENT FOR SERVICES 5 WIDE
(D) EASEMENT FOR GAS MAIN 2 WIDE
(E) EASEMENT FOR SUPPORT 0.3 WIDE
(F) EASEMENT FOR PADMOUNT SUBSTATION 7.75 WIDE
(G) RESTRICTION ON THE USE OF LAND
(H) EASEMENT TO DRAIN WATER 15 WIDE
(I) EASEMENT TO DRAIN WATER 2 WIDE
(J) EASEMENT FOR SUPPORT 0.75, 2.8, 3.4, 4.4, 4.8 & 4.6 WIDE
(K) EASEMENT FOR SUPPORT 0.3 WIDE (DP1188124)
(L) EASEMENT FOR SUPPORT 1.05 WIDE (DP1188124)
(M) EASEMENT FOR SUPPORT 1.4 WIDE
(N) EASEMENT TO DRAIN WATER 15 WIDE (DP1188124)
(O) EASEMENT FOR PADMOUNT SUBSTATION 7.75 WIDE (DP1188124)
(P) RESTRICTION ON THE USE OF LAND (DP1188124)
(Q) RESTRICTION ON THE USE OF LAND (DP1188124)
(R) EASEMENT FOR OVERHEAD POWER LINES 8 WIDE & VARIABLE (DP1216533)
(S) EASEMENT FOR OVERHEAD POWER LINES 8 WIDE (DP1216533)
(T) EASEMENT FOR UNDERGROUND CABLES 5 WIDE (DP1216533)
(U) EASEMENT FOR UNDERGROUND CABLES 5 WIDE & VARIABLE (DP1216533)
(V) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (L838072)
(W) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (K135414)
(X) RIGHT OF CARRIAGEWAY 22.9 WIDE (DP1192118)
(Y) EASEMENT FOR TRANSMISSION LINES 15.24 WIDE (L1314423)
(Z) EASEMENT FOR TRANSMISSION LINES 15.24 WIDE (L982087) (DP1171942)

AREA DESIGNATED W12, W16, W17 & W18 IS BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE DENOTED (E)

SCHEDULE OF CURVED LINES

No	BEARING	DISTANCE	ARC	RADIUS
12	103°13'20"	6.775	6.775	180

SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE
1	122°49'20"	9.74
2	32°49'20"	14.8
3	103°18'10"	32
4	58°18'10"	4.245
5	193°18'10"	16.1
6	328°18'10"	4.245
7	103°18'10"	32
8	116°59'25"	15.29
9	106°46'25"	17.03
10	58°48'05"	4.28
11	14°18'	14.8
12	112°39'20"	13.45
13	108°48'40"	14.72
14	106°39'25"	17.075
15	99°25'55"	19.87
16	94°23'30"	17.075
17	80°55'55"	28.49
18	85°32'10"	6.84
19	80°13'20"	11.905
20	80°55'25"	12.5
21	350°14'55"	29.645
22	80°04'55"	0.84
23	350°14'55"	19.1
24	260°14'55"	9.665
25	350°15'30"	26.11
26	84°15'30"	14.4
27	340°06'20"	23.775

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(B) AND 61(2)

MARK	MGA CO-ORDINATES EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 4995S	295 208.221	6 231 187.249	C	3	FOUND	SCIMS
PM 5314R	294 338.476	6 232 327.051	C	3	FOUND	SCIMS
PM 5140R	295 176.618	6 231 864.088	C	3	FOUND	SCIMS
SSM 171958	294 602.459	6 231 905.103	C	4	FOUND	SCIMS
SSM 171953	294 538.396	6 231 964.128	C	4	FOUND	SCIMS
SSM 171969	294 609.350	6 232 455.852	C	4	FOUND	SCIMS
SSM 171962	294 826.866	6 232 487.086	C	4	FOUND	SCIMS
SSM 191828	294 669.84	6 231 862.40	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 191829	294 730.60	6 231 980.31	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 191830	294 829.56	6 231 993.17	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 191831	294 808.59	6 231 927.87	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 191832	294 784.49	6 231 790.51	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 191833	294 844.99	6 231 751.35	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 191834	294 892.98	6 231 908.17	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 191835	294 924.69	6 232 492.77	C	N/A	CADASTRAL TRAVERSE	PLACED

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS LPI AT 5th NOVEMBER 2015
COMBINED SCALE FACTOR 1.0000094 ZONE 56

No	SCHEDULE OF REFERENCE MARKS PLACED BEARING	DISTANCE	TYPE
RM1	345°44'20"	3.735	DH&W
	345°44'20"	16.205	SSM191828
RM2	122°27'18"	3.59 & 11.29	DH&W
RM3	32°27'10"	3.595 & 11.14	DH&W
RM4	112°30'	7.62 & 25.855	DH&W
RM5	120°00'	3.595 & 11.725	DH&W
RM6	169°41'55"	5.305	DH&W
	169°41'55"	14.755	SSM191829
RM7	118°04'55"	3.605 & 11.16	DH&W
RM8	118°04'55"	3.605 & 11.16	DH&W
RM9	193°18'05"	3.605 & 11.165	DH&W
RM10	193°18'05"	3.605 & 11.185	DH&W
RM11	285°48'35"	3.57	DH&W
	285°48'35"	11.185	SSM191830
RM12	311°18'20"	4.965 & 12.985	DH&W
	129°23'55"	3.57	DH&W
RM13	129°23'55"	11.46	SSM191831
RM14	68°07'25"	4.315	DH&W
	68°07'25"	13.535	SSM191832
RM15	34°24'50"	4.32	DH&W
	34°24'50"	17.365	SSM191833
RM16	130°37'40"	4.03 & 12.76	DH&W
RM17	327°43'20"	3.545 & 11.1	DH&W
RM18	103°18'10"	3.56 & 11.105	DH&W
RM19	103°18'10"	3.55 & 11.185	DH&W
RM20	193°18'10"	3.58 & 11.175	DH&W
RM21	283°18'10"	3.535 & 11.215	DH&W
RM22	277°18'20"	4.765	DH&W
	277°18'20"	14.24	SSM191834
RM23	88°10'45"	3.685 & 11.53	DH&W
RM24	99°32'05"	3.51 & 11.23	DH&W
RM25	220°33'20"	3.585	DH&W
	220°33'20"	13.26	SSM191835
RM26	174°36'10"	3.545 & 11.15	DH&W
RM27	128°20'35"	3.635	DH&W
RM28	212°21'10"	3.6	DH&W
RM29	103°18'10"	3.545 & 11.15	DH&W
RM30	103°18'10"	3.53 & 11.145	DH&W
RM31	103°18'10"	4.87 & 12.66	DH&W
RM32	80°04'55"	4.88 & 12.48	DH&W

PLAN OF SUBDIVISION OF LOT 8 IN DP1192118

LGA: CAMDEN
Locality: GREGORY HILLS
Subdivision No: 14.2014.1067.1
Lengths are in metres. Reduction Ratio 1:2000

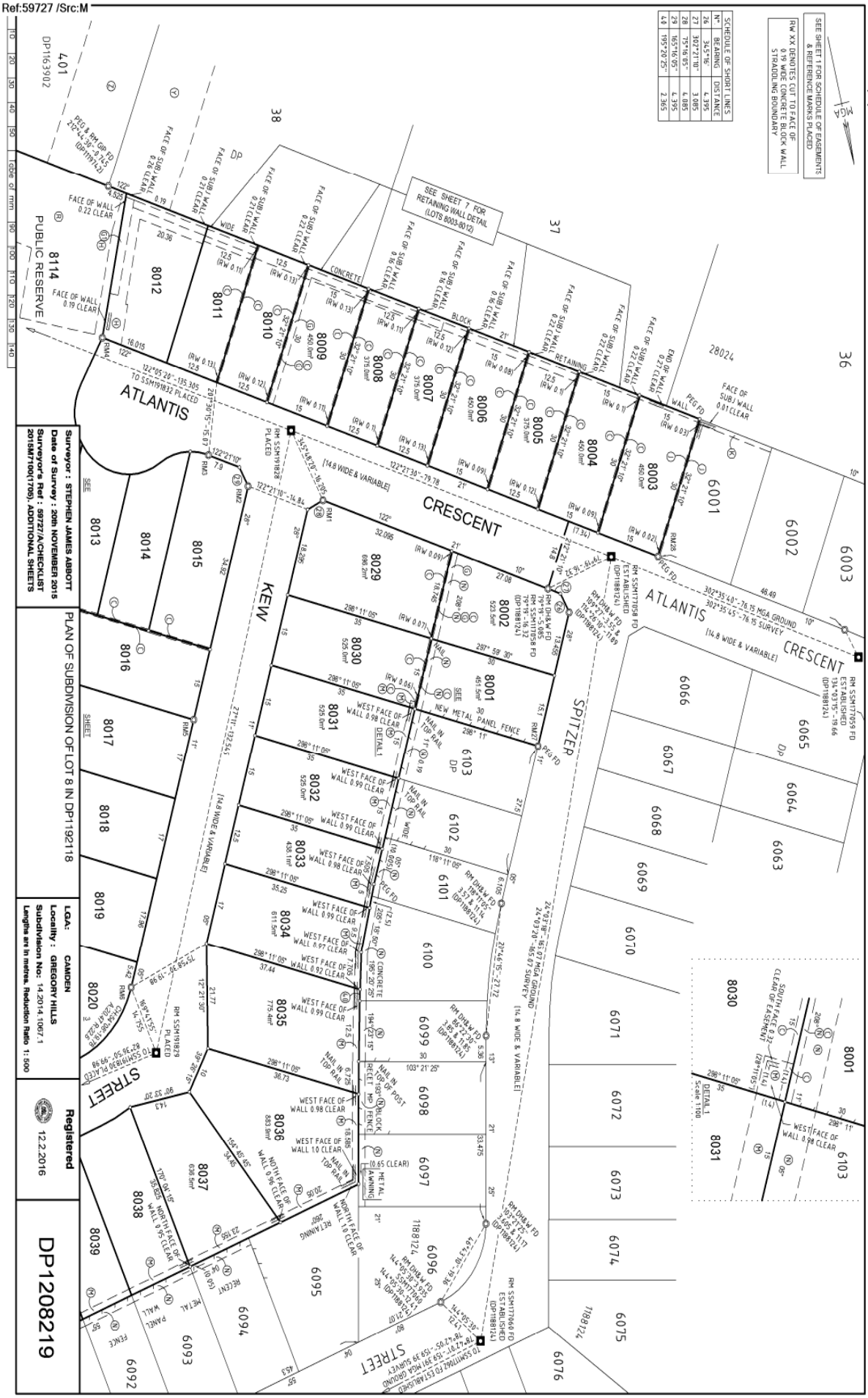
Surveyor: STEPHEN JAMES ABBOTT
Date of Survey: 20th NOVEMBER 2015
Surveyor's Ref: 59727/A/CHECKLIST 2015M7100(1705); ADDITIONAL SHEETS

Registered
12.2.2016

DP1208219

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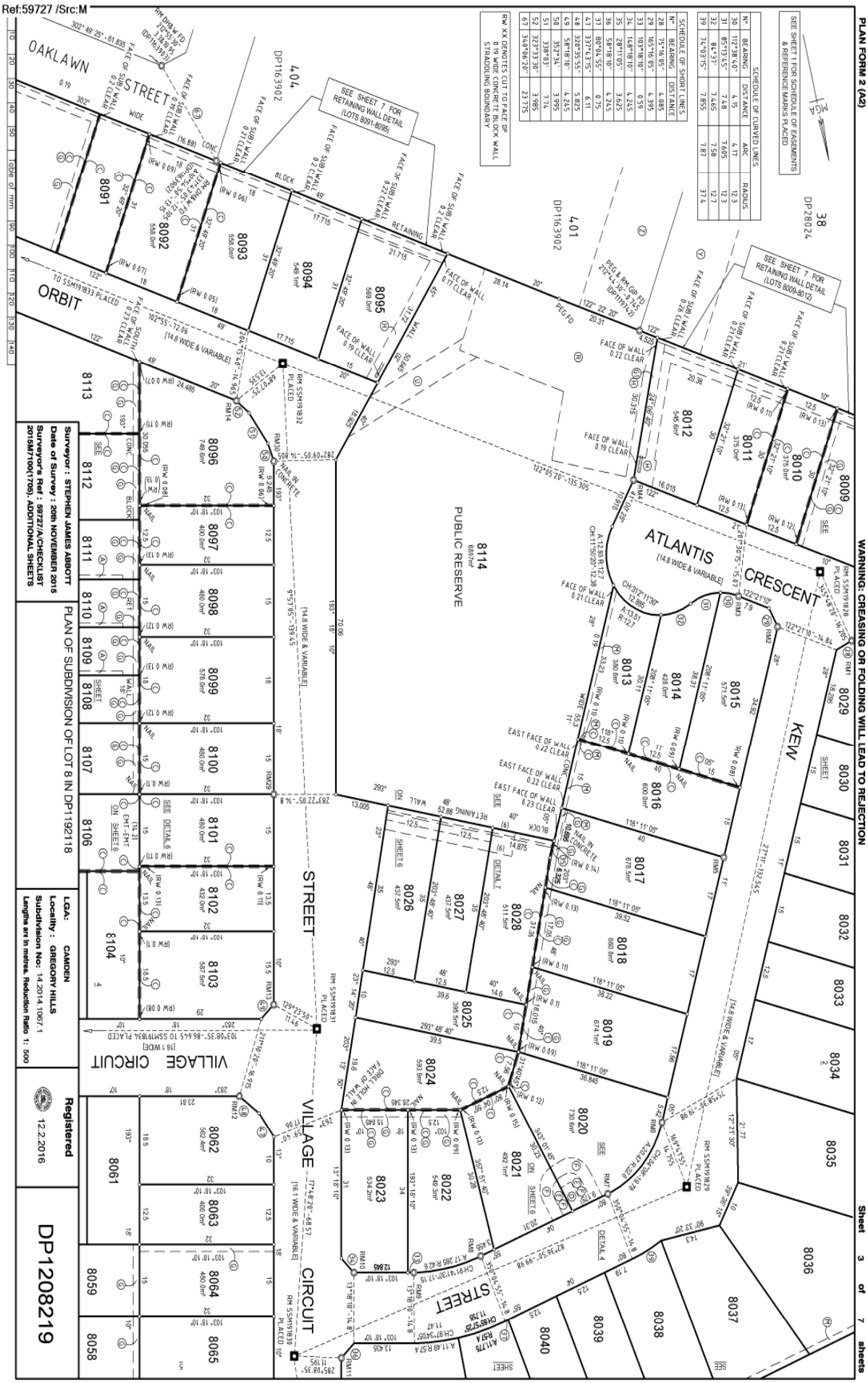
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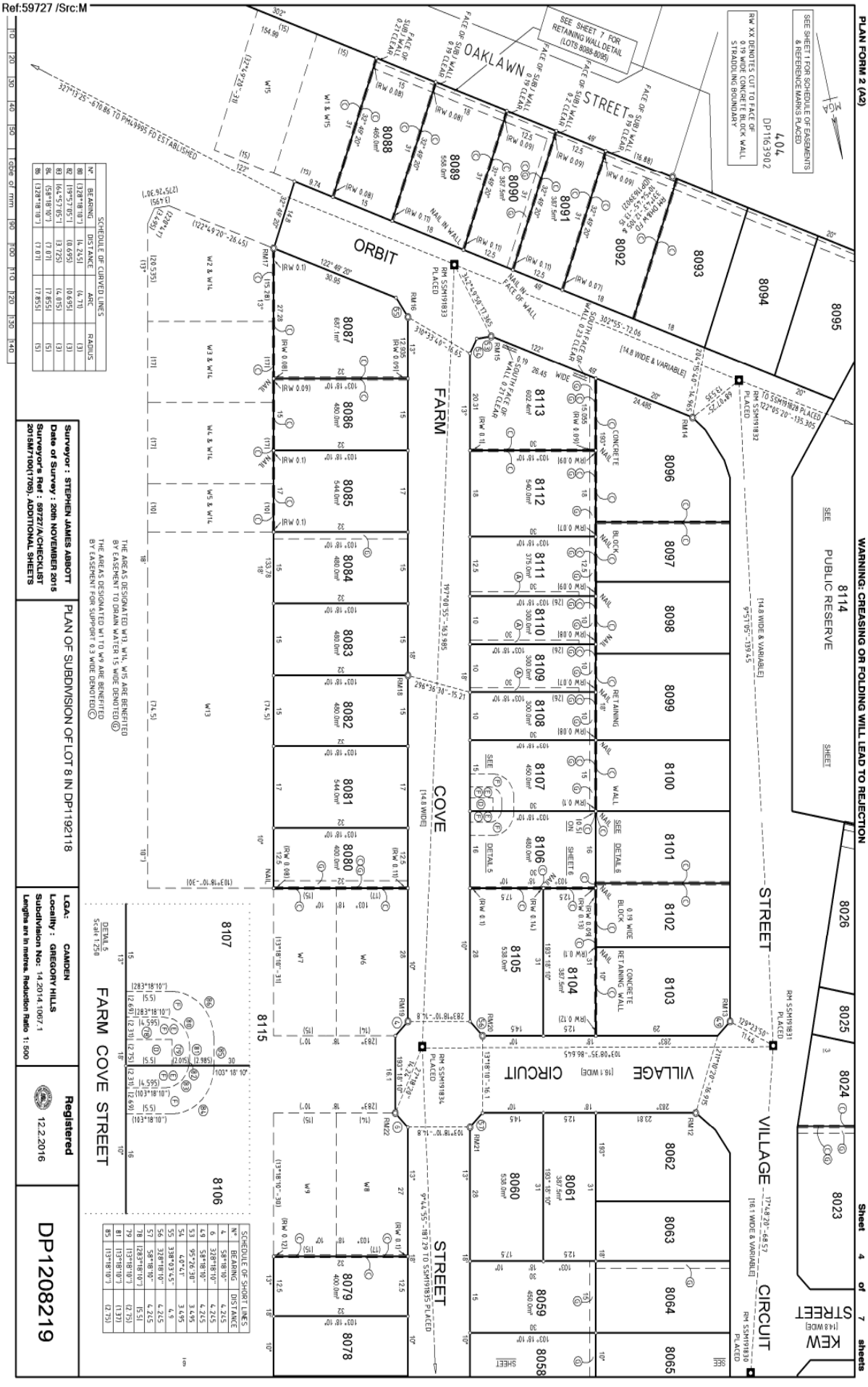
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Ref:59727 /Src:M



SCHEDULE OF CURVED LINES

No	BEARING	DISTANCE	ARC	RADIUS
80	(328°18'10")	14.245	(4.710)	(3)
82	(195°57'05")	(10.695)	(10.695)	(3)
83	(64°57'05")	(3.725)	(4.015)	(3)
84	(58°18'10")	(7.071)	(7.855)	(5)
86	(328°18'10")	(7.071)	(7.855)	(5)

SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE
4	58°18'10"	4.245
6	328°18'10"	4.245
44	58°18'10"	4.245
53	95°26'50"	3.695
54	48°41'	3.695
55	338°53'45"	4.9
56	328°18'10"	4.245
57	58°18'10"	4.245
78	(283°18'10")	15.51
79	(153°18'10")	(2.75)
81	(153°18'10")	(1.37)
85	(153°18'10")	(2.75)

Surveyor : STEPHEN JAMES ABBOTT
Date of Survey : 20th NOVEMBER 2015
Surveyor's Ref : 59727/A/CHECKLIST 2015M7100(1709); ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 8 IN DP1192118

LGA: CAMDEN
Locality : GREGORY HILLS
Subdivision No: 14.2014.1067.1
Lengths are in metres. Reduction Ratio 1:500

Registered
12.2.2016

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Ref:59727 /Src:M

PLAN OF SUBDIVISION OF LOT 8 IN DP1192118

LGA: CAMDEN
Locality: GREGORY HILLS
Subdivision No: 14.2014.1067.1
Lengths are in metres. Reduction Ratio 1:500

Surveyor: STEPHEN JAMES ABBOTT
Date of Survey: 20th NOVEMBER 2015
Surveyor's Ref: 59727/A/CHECKLIST 2015M7100(1709); ADDITIONAL SHEETS

Registered
12.2.2016

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7093
DP1203440

SEE SHEET 1 FOR SCHEDULE OF EASEMENTS & REFERENCE MARKS PLACED

THE AREA DESIGNATED 'W16.5' BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE DENOTED (C)

RW XX DENOTES CUT TO FACE OF 0.19 WIDE CONCRETE BLOCK WALL STRADDLING BOUNDARY

SCHEDULE OF CURVED LINES

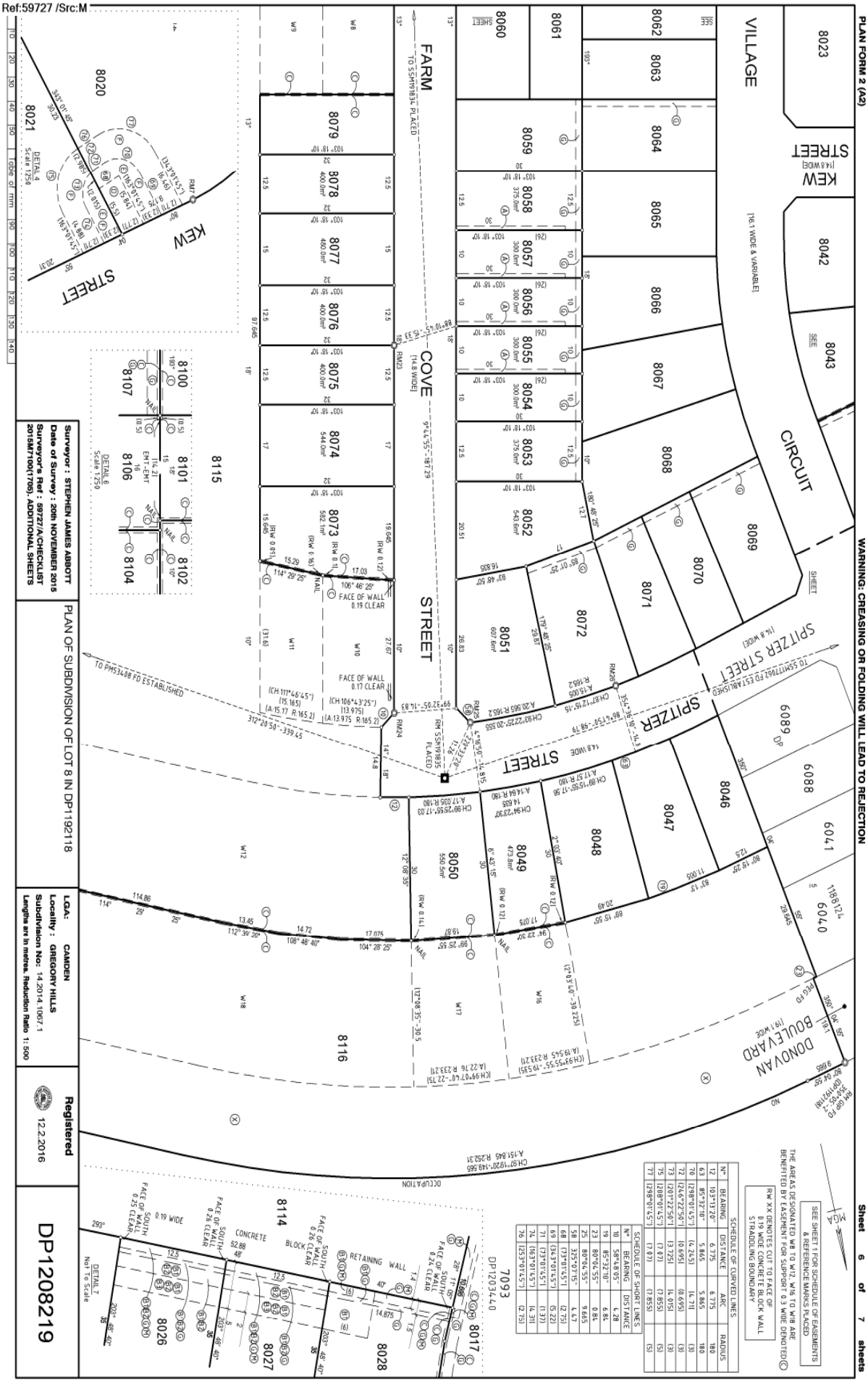
N°	BEARING	DISTANCE	ARC	RADIUS
39	74°03'15"	7.855	7.87	374
44	12°23'35"	3.45	3.45	108.7
59	83°47'45"	5.785	5.785	182.725
60	78°04'35"	0.315	0.315	182.725
61	(78°04'14")	(0.685)	(0.685)	(182.725)
62	83°32'	8.635	8.64	197.525
63	85°32'10"	5.865	5.865	180

SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE
19	85°32'10"	6.84
23	80°04'55"	6.84
33	103°18'10"	0.59
34	168°18'10"	4.245
36	58°18'10"	4.245
37	80°04'55"	0.75
38	13°18'10"	5.89
41	350°04'55"	1.45
42	393°56'	4.155
43	257°47'05"	2.24
44	34°03'55"	4.32
45	350°04'55"	2.595
64	260°04'55"	4.425

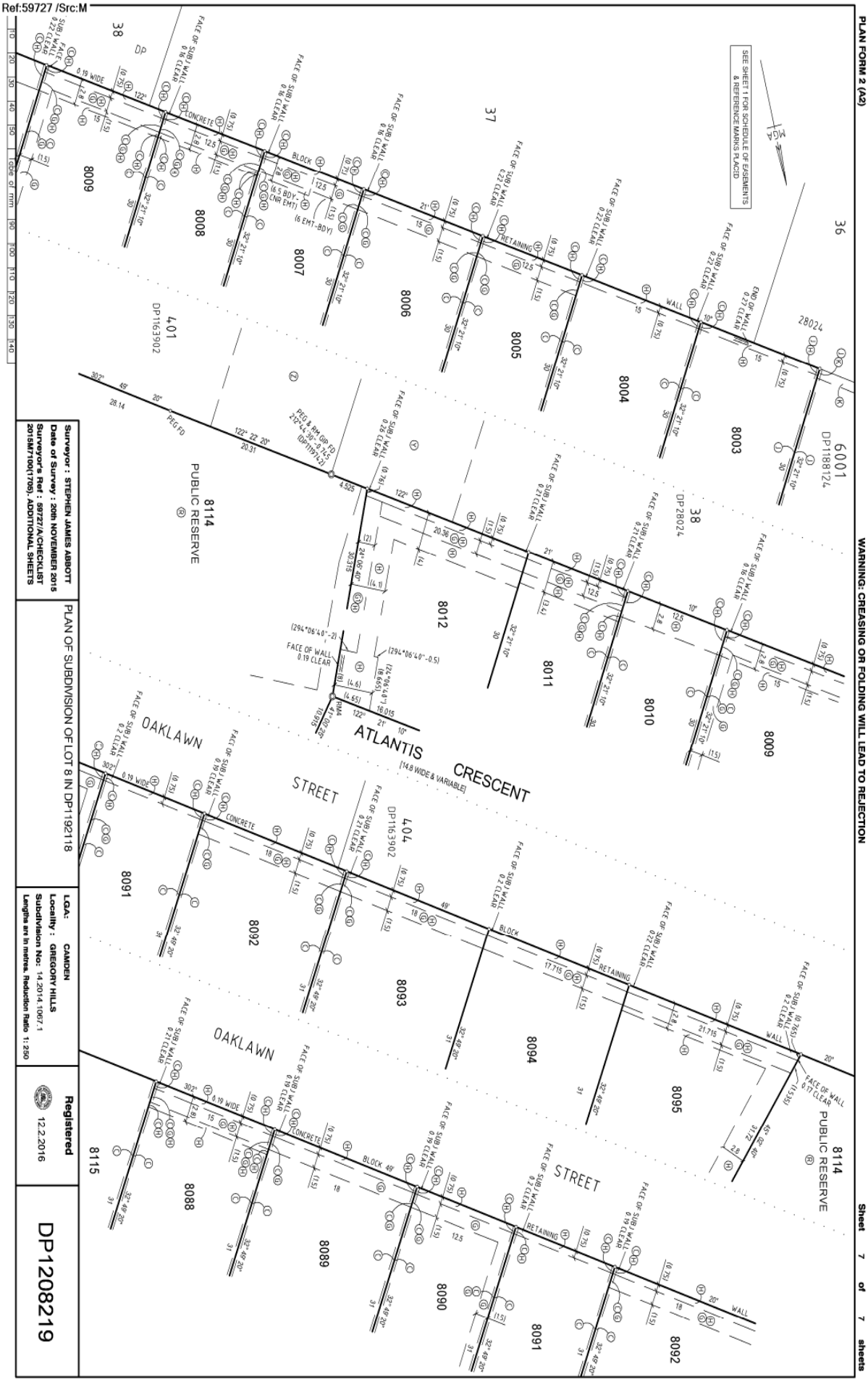
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PLAN OF SUBDIVISION OF LOT 8 IN DP1192118

LGA: CAMDEN
Locality: GREGORY HILLS
Subdivision No: 14.2014.1067.1
Lengths are in metres. Reduction Ratio 1:250

Surveyor : STEPHEN JAMES ABBOTT
Date of Survey : 20th NOVEMBER 2015
Surveyor's Ref : 59727/A/CHECKLIST 2015M7100(1705); ADDITIONAL SHEETS

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Title System: TORRENS

Purpose: SUBDIVISION

Use Only

DP1208219 S

PLAN OF SUBDIVISION OF LOT 8 IN DP1192118

LGA: **CAMDEN**

Locality: **GREGORY HILLS**

Parish: **NARELLAN**

County: **CUMBERLAND**

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, Daniel Streater

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of s.109J 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: .....

Accreditation number: .....

Consent Authority: Camden Council

Date of endorsement: 29/12/2015

Subdivision Certificate number: 14.2014.1067.1

File number: DA/2014/1067/1

*Strike through if inapplicable.

Survey Certificate

I, **STEPHEN JAMES ABBOTT**
of **LEAN LACKENBY & HAYWARD L'POOL P/L**
209 NORTHUMBERLAND STREET LIVERPOOL NSW 2170
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 2012*, is accurate and the survey was completed on **20th NOVEMBER 2015**

~~*(b) The part of the land shown in the plan (*being/*excluding ^ .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation.~~

*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: ..... Dated: **20/11/2015**

Surveyor ID: **302**

Datum Line: "XX"-"YY"

Type: *Urban/~~*Rural~~

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

~~*Strike through if inapplicable.~~

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

Statements of intention to dedicate public roads, public reserves and drainage reserves.

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

1. **VILLAGE CIRCUIT (16.1 WIDE & VARIABLE)**
2. **SPITZER STREET (14.8 WIDE)**
3. **FARM COVE STREET (14.8 WIDE)**
4. **KEW STREET (14.8 WIDE & VARIABLE)**
5. **ATLANTIS CRESCENT (14.8 WIDE & VARIABLE)**
6. **ORBIT STREET (14.8 WIDE & VARIABLE)**

IT IS INTENDED TO DEDICATE LOT 8114 TO THE PUBLIC AS PUBLIC RESERVE

Plans used in the preparation of survey/~~compilation.~~

DP1192118 DP1188124 DP1007061 DP1153635 DP1119742 DP1163903 DP1163902 DP1203440 DP451790 DP28024

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference:

59727/A/CHECKLIST - 2015 M7 100 (1705) additional sheets

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PLAN OF SUBDIVISION OF LOT 8 IN DP1192118

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

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

Subdivision Certificate number: 19.2014.1067.1

Date of Endorsement: 29/12/2015

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (G)
2. EASEMENT TO DRAIN WATER 2 WIDE (G1)
3. EASEMENT FOR SUPPORT 0.3 WIDE (C)
4. EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 WIDE (A)
5. EASEMENT FOR SUPPORT 1.4 WIDE (M)
6. EASEMENT FOR SUPPORT 0.75, 2.8, 3.4, 4, 4.1 & 4.6 WIDE (H)
7. RIGHT OF CARRIAGEWAY 5 WIDE (B1)
8. EASEMENT FOR SERVICES 5 WIDE (B2)
9. EASEMENT FOR GAS MAIN 2 WIDE (B3)
10. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D)
11. RESTRICTION ON THE USE OF LAND (E)
12. RESTRICTION ON THE USE OF LAND (F)
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. PUBLIC POSITIVE COVENANT UNDER SECTION 88E OF THE CONVEYANCING ACT 1919
16. RESTRICTION ON THE USE OF LAND

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

1. EASEMENT TO DRAIN WATER 33 WIDE & VARIABLE (DENOTED (T1) IN DP1188124)
2. EASEMENT TO DRAIN WATER 45 WIDE & VARIABLE (DENOTED (T2) IN DP1188124)

Council Authorised Person

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Surveyor's Reference: **59727/A - 2015 M7 100 (1705) additional sheets**

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Subdivision Certificate number: 14.2014.1067.1

Date of Endorsement: 24/12/2015

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
8001	4	SPITZER	STREET	GREGORY HILLS
8002	2	SPITZER	STREET	GREGORY HILLS
8003	40	ATLANTIS	CRESCENT	GREGORY HILLS
8004	42	ATLANTIS	CRESCENT	GREGORY HILLS
8005	44	ATLANTIS	CRESCENT	GREGORY HILLS
8006	46	ATLANTIS	CRESCENT	GREGORY HILLS
8007	48	ATLANTIS	CRESCENT	GREGORY HILLS
8008	50	ATLANTIS	CRESCENT	GREGORY HILLS
8009	52	ATLANTIS	CRESCENT	GREGORY HILLS
8010	54	ATLANTIS	CRESCENT	GREGORY HILLS
8011	56	ATLANTIS	CRESCENT	GREGORY HILLS
8012	58	ATLANTIS	CRESCENT	GREGORY HILLS
8013	33	ATLANTIS	CRESCENT	GREGORY HILLS
8014	31	ATLANTIS	CRESCENT	GREGORY HILLS
8015	29	ATLANTIS	CRESCENT	GREGORY HILLS
8016	15	KEW	STREET	GREGORY HILLS
8017	13	KEW	STREET	GREGORY HILLS
8018	11	KEW	STREET	GREGORY HILLS
8019	9	KEW	STREET	GREGORY HILLS
8020	7	KEW	STREET	GREGORY HILLS
8021	5	KEW	STREET	GREGORY HILLS
8022	3	KEW	STREET	GREGORY HILLS
8023	1	KEW	STREET	GREGORY HILLS
8024	132	VILLAGE	CIRCUIT	GREGORY HILLS
8025	53	ORBIT	STREET	GREGORY HILLS
8026	47	ORBIT	STREET	GREGORY HILLS
8027	49	ORBIT	STREET	GREGORY HILLS
8028	51	ORBIT	STREET	GREGORY HILLS
8029	28	KEW	STREET	GREGORY HILLS
8030	26	KEW	STREET	GREGORY HILLS
8031	24	KEW	STREET	GREGORY HILLS

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Surveyor's Reference:**59727/A - 2015 M7 100 (1705) additional sheets**

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PLAN OF SUBDIVISION OF LOT 8 IN DP1192118

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 12.2014.1067.1

Date of Endorsement: 24/12/2015

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
8032	22	KEW	STREET	GREGORY HILLS
8033	20	KEW	STREET	GREGORY HILLS
8034	18	KEW	STREET	GREGORY HILLS
8035	16	KEW	STREET	GREGORY HILLS
8036	14	KEW	STREET	GREGORY HILLS
8037	12	KEW	STREET	GREGORY HILLS
8038	10	KEW	STREET	GREGORY HILLS
8039	8	KEW	STREET	GREGORY HILLS
8040	6	KEW	STREET	GREGORY HILLS
8041	4	KEW	STREET	GREGORY HILLS
8042	128	VILLAGE	CIRCUIT	GREGORY HILLS
8043	126	VILLAGE	CIRCUIT	GREGORY HILLS
8044	36	SPITZER	STREET	GREGORY HILLS
8045	34	SPITZER	STREET	GREGORY HILLS
8046	45	SPITZER	STREET	GREGORY HILLS
8047	47	SPITZER	STREET	GREGORY HILLS
8048	49	SPITZER	STREET	GREGORY HILLS
8049	51	SPITZER	STREET	GREGORY HILLS
8050	53	SPITZER	STREET	GREGORY HILLS
8051	2	FARM COVE	STREET	GREGORY HILLS
8052	4	FARM COVE	STREET	GREGORY HILLS
8053	6	FARM COVE	STREET	GREGORY HILLS
8054	8	FARM COVE	CIRCUIT	GREGORY HILLS
8055	10	FARM COVE	CIRCUIT	GREGORY HILLS
8056	12	FARM COVE	CIRCUIT	GREGORY HILLS
8057	14	FARM COVE	CIRCUIT	GREGORY HILLS
8058	16	FARM COVE	CIRCUIT	GREGORY HILLS
8059	18	FARM COVE	CIRCUIT	GREGORY HILLS
8060	147	VILLAGE	CIRCUIT	GREGORY HILLS
8061	145	VILLAGE	CIRCUIT	GREGORY HILLS
8062	143	VILLAGE	CIRCUIT	GREGORY HILLS

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Subdivision Certificate number: 19.2014.1067.1

Date of Endorsement: 24/12/2015

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
8063	141	VILLAGE	CIRCUIT	GREGORY HILLS
8064	139	VILLAGE	CIRCUIT	GREGORY HILLS
8065	137	VILLAGE	CIRCUIT	GREGORY HILLS
8066	135	VILLAGE	CIRCUIT	GREGORY HILLS
8067	133	VILLAGE	CIRCUIT	GREGORY HILLS
8068	131	VILLAGE	CIRCUIT	GREGORY HILLS
8069	38	SPITZER	STREET	GREGORY HILLS
8070	40	SPITZER	STREET	GREGORY HILLS
8071	42	SPITZER	STREET	GREGORY HILLS
8072	44	SPITZER	STREET	GREGORY HILLS
8073	3	FARM COVE	STREET	GREGORY HILLS
8074	5	FARM COVE	STREET	GREGORY HILLS
8075	7	FARM COVE	STREET	GREGORY HILLS
8076	9	FARM COVE	STREET	GREGORY HILLS
8077	11	FARM COVE	STREET	GREGORY HILLS
8078	13	FARM COVE	STREET	GREGORY HILLS
8079	15	FARM COVE	STREET	GREGORY HILLS
8080	21	FARM COVE	STREET	GREGORY HILLS
8081	23	FARM COVE	STREET	GREGORY HILLS
8082	25	FARM COVE	STREET	GREGORY HILLS
8083	27	FARM COVE	STREET	GREGORY HILLS
8084	29	FARM COVE	STREET	GREGORY HILLS
8085	31	FARM COVE	STREET	GREGORY HILLS
8086	33	FARM COVE	STREET	GREGORY HILLS
8087	48	ORBIT	STREET	GREGORY HILLS
8088	29	ORBIT	STREET	GREGORY HILLS
8089	31	ORBIT	STREET	GREGORY HILLS
8090	33	ORBIT	STREET	GREGORY HILLS
8091	35	ORBIT	STREET	GREGORY HILLS

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Subdivision Certificate number: 14.2014.1061.1

Date of Endorsement: 24/12/2015

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
8092	37	ORBIT	STREET	GREGORY HILLS
8093	39	ORBIT	STREET	GREGORY HILLS
8094	41	ORBIT	STREET	GREGORY HILLS
8095	43	ORBIT	STREET	GREGORY HILLS
8096	52	ORBIT	STREET	GREGORY HILLS
8097	54	ORBIT	STREET	GREGORY HILLS
8098	56	ORBIT	STREET	GREGORY HILLS
8099	58	ORBIT	STREET	GREGORY HILLS
8100	60	ORBIT	STREET	GREGORY HILLS
8101	62	ORBIT	STREET	GREGORY HILLS
8102	64	ORBIT	STREET	GREGORY HILLS
8103	66	ORBIT	STREET	GREGORY HILLS
8104	136	VILLAGE	CIRCUIT	GREGORY HILLS
8105	138	VILLAGE	CIRCUIT	GREGORY HILLS
8106	24	FARM COVE	STREET	GREGORY HILLS
8107	26	FARM COVE	STREET	GREGORY HILLS
8108	28	FARM COVE	STREET	GREGORY HILLS
8109	30	FARM COVE	STREET	GREGORY HILLS
8110	32	FARM COVE	STREET	GREGORY HILLS
8111	34	FARM COVE	STREET	GREGORY HILLS
8112	36	FARM COVE	STREET	GREGORY HILLS
8113	50	ORBIT	STREET	GREGORY HILLS
8114	45	ORBIT	STREET	GREGORY HILLS
8115	RESIDUE LOT	FARM COVE	STREET	GREGORY HILLS
8116	RESIDUE LOT	DONOVAN	BOULEVARD	GREGORY HILLS

Council Authorised Person

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14.2014.1067.1

Date of Endorsement: 29/12/2015

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

Signature of Witness

GLENN AMANONCE

Name of Witness (PRINT)

1/33 Village Circuit, Glenmore Hills

SIGNED by the person named below who signed this instrument on behalf of:

TRUSTEES OF THE MARIST BROTHERS
ABN 91 064 875 510
pursuant to Power of Attorney dated 2 April 2014 registered with Land & Property Information (NSW) Book 4665 No. 548

Signature of Attorney

BERNARD FRANCIS KENNA

Name of Attorney (PRINT)

DIRECTOR OF BUSINESS SERVICES

Title (PRINT)

1/247 Coward Street, Mascot

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

Signature of Witness

GLENN AMANONCE

Name of Witness (PRINT)

1/33 Village Circuit, Glenmore Hills

SIGNED by the person named below who signed this instrument on behalf of:

TRUSTEES OF THE MARIST BROTHERS
ABN: 91 064 875 510
Pursuant to Power of Attorney dated 2 April 2014 registered with Land & Property Information (NSW) Book 4665 No. 548

Signature of Attorney BROTHER MATTHEW KENNETH CLARKE

~~Jeffrey Barrington~~

Name of Attorney (PRINT)

~~Brother - Provincial Council~~

Title (PRINT) ~~Community Consultor of the Principal~~

1/247 Coward Street, Mascot

PROVINCE SECRETARY OF THE PRINCIPAL.

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:**59727/A - 2015 M7 100 (1705) additional sheets**

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DEPOSITED PLAN ADMINISTRATION SHEET

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DP1208219

PLAN OF SUBDIVISION OF LOT 8 IN DP1192118

Subdivision Certificate number: 14.2014.1061.1

Date of Endorsement: 29/12/2015

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

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

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: **59727/A - 2015 M7 100 (1705) additional sheets**

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1208219 B

Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14·2014·1067·1
Dated: 24 December 2015

Full name and address of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
DRUMMOYNE NSW 2047

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 to drain water 1.5 wide (G)	8002	8001
		8005	8004
		8006	8004, 8005
		8007	8004, 8005, 8006
		8008	8004, 8005, 8006, 8007
		8009	8004, 8005, 8006, 8007, 8008
		8011	8010
		8012	8010, 8011
		8019	8020
		8018	8020, 8019
		8017	8016, 8018, 8019, 8020
		8028	8016, 8017, 8018, 8019, 8020
		8027	8016, 8017, 8018, 8019, 8020, 8028
		8026	8016, 8017, 8018, 8019, 8020, 8028, 8027
		8022	8021
		8023	8021, 8022
		8044	8045
		8053	8052
		8054	8052, 8053
		8055	8052, 8053, 8054
		8056	8052, 8053, 8054, 8055
		8057	8052, 8053, 8054, 8055, 8056
		8058	8052, 8053, 8054, 8055, 8056, 8057
		8059	8052, 8053, 8054, 8055, 8056, 8057, 8058
		8064	8052, 8053, 8054, 8055, 8056, 8057, 8058, 8059
		8072	8051

Registered Proprietor

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 2 of 18 sheets)
Plan of Subdivision of Lot 8 in
DP 1192118 covered by Council's
Subdivision Certificate No. 14·2014·1067·1
Dated: 24 December 2015

DP1208219

1	Easement to drain water 1.5 wide (G) continued	8071	8051, 8072
		8070	8051, 8072, 8071
		8069	8051, 8072, 8071, 8070
		8080	Area designated W13 in Lot 8115
		8084	Area designated W14 in Lot 8115
		8088	Area designated W15 in Lot 8115
		8089	Area designated W15 in Lot 8115, 8088
		8090	Area designated W15 in Lot 8115, 8088, 8089
		8092	8091
		8093	8091, 8092
		8094	8091, 8092, 8093
		8095	8091, 8092, 8093, 8094
		8107	8106
		8108	8106, 8107
		8109	8106, 8107, 8108
		8110	8106, 8107, 8108, 8109
		8111	8106, 8107, 8108, 8109, 8110
		8112	8106, 8107, 8108, 8109, 8110, 8111
		8113	8106, 8107, 8108, 8109, 8110, 8111, 8112
2	Easement to drain water 2 wide (G1)	8012	8010, 8011
3	Easement for support 0.3 wide (C)	8001	8030
		8002	8029
		8003	8004
		8004	8003, 8005
		8005	8004, 8006
		8006	8005, 8007
		8007	8006, 8008
		8008	8007, 8009
		8009	8008, 8010
		8010	8009, 8011
		8011	8010
		8013	8016
		8014	8016
		8015	8016
		8016	8013, 8014, 8015
		8017	8028
		8018	8028

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1208219

Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14·2014·1067·1
Dated: 24 December 2015

	Easement for support 0.3 wide (C) continued	8019	8028, 8025
		8020	8024, 8021
		8021	8024, 8020, 8022
		8022	8024, 8021
		8023	8024
		8024	8020, 8021, 8022, 8023
		8025	8019
		8028	8017, 8018, 8019
		8029	8002
		8030	8001
		8043	8044, 8045
		8044	8043
		8045	8043
		8049	Area designated W16 in Lot 8116
		8050	Area designated W17 in Lot 8116
		8073	Area designated W10, W11 in Lot 8115
		8079	Area designated W8, W9 in Lot 8115
		8080	Area designated W6, W7 in Lot 8115
		8085	Area designated W4, W5 in Lot 8115
		8086	8087, Area designated W3, W4 in Lot 8115
		8087	8086, Area designated W2, W3 in Lot 8115
		8088	Area designated W1 in Lot 8115, 8089
		8089	8088, 8090
		8090	8089, 8091
		8091	8090, 8092
		8092	8091, 8093
		8093	8092
		8096	8097, 8112, 8113
		8097	8096, 8111, 8112
		8098	8109, 8110, 8111
		8099	8108, 8109
		8100	8107

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

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(Sheet 4 of 18 sheets)
Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14.2014.1067.1
Dated: 24 December 2015

	Easement for support 0.3 wide (C) continued	8101 8102 8103 8104 8105 8106 8107 8108 8109 8110 8111 8112 8113 8115 8116	8102, 8106 8101, 8104, 8106 8104 8102, 8103. 8106 8106 8101, 8102, 8104, 8105 8100 8099 8098, 8099 8098 8097, 8098 8096, 8097, 8113 8096, 8112 8073, 8079, 8080, 8085, 8086, 8087, 8088, Area designated W18 in Lot 8116 8049, 8050 Area designated W12 in Lot 8115
4	Easement for support, maintenance & repair 0.9 wide (A)	8055 8056 8057 8058 8109 8110 8111	8054 8055 8056 8057 8108 8109 8110
5	Easement for support 1.4 wide (M)	8013, 8016, 8017 8026 to 8028 incl. 8030 to 8041 incl. 8043	Camden Council
6	Easement for support 0.75, 2.8, 3.4, 4, 4.1 & 4.6 wide (H)	8003 to 8012 incl. 8088 to 8095 incl.	Camden Council
7	Right of carriageway 5 wide (B1)	8028 8027 8026	8027 8028, 8026 8028, 8027
8	Easement for services 5 wide (B2)	8027 8026	8028 8028, 8027
9	Easement for gas main 2 wide (B3)	8026, 8027	Jemena Gas Network (NSW) Ltd (ACN 003 004 322)
10	Easement for padmount substation 2.75 wide (D)	8020 8107	Endeavour Energy
11	Restriction on the use of land (E)	8020, 8021 8106, 8107	Endeavour Energy

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1208219

Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14.2014.1067.1 Dated: 24 December 2015

12	Restriction on the use of land (F)	8020, 8021 8106, 8107	Endeavour Energy
13	Restriction on the use of land	8001 to 8113 incl.	Camden Council
14	Restriction on the use of land	8001 to 8113 incl.	Camden Council
15	Public Positive Covenant under Section 88E of the Conveyancing Act 1919	8003 to 8012 incl 8088 to 8095 incl 8013, 8016, 8017, 8026 to 8028 incl, 8030 to 8041 incl, 8043	Camden Council
16	Restriction on the use of land	Each lot except lot 8114, 8115, 8116	Every other lot except 8114, 8115, 8116

PART 1 A (Release)

1	Easement to drain water 33 wide & variable (denoted (T1) in DP1188124)	Lot 8 in DP 1192118	Camden Council
2	Easement to drain water 45 wide & variable (denoted (T2) in DP1188124)	Lot 8 in DP 1192118	Camden Council

PART 2 (Terms)

1. Terms of the easement to drain water 1.5 wide numbered 1 in the plan:

As set out in Part 3 of Schedule VIII of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 1 in the plan – Camden Council.

2. Terms of easement to drain water 2 wide numbered 2 in the plan:

As set out in Part 3 of Schedule VIII of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 2 in the plan – Camden Council.

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Registered Proprietor

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

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Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14.2014.1067.1 Dated: 24 December 2015

3. Terms of the easement for support 0.3 wide numbered 3 in the plan:

3.1 The owner of the Lot Benefited may:
- 3.1.1 construct, repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Benefited, or any part of it, **(Retaining Wall)**:
- 3.1.2 use the Retaining Wall for the support of the Lot Benefited

3.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:
- 3.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
- 3.2.2 interfere with the Retaining Wall in any way

3.3 If the Owner of the Lot Burdened breaches clause 3.2, the Owner of the Lot Benefited may serve a notice on the Owner of the Lot Burdened requiring:
- 3.3.1 the relevant actions to stop; and
- 3.3.1 the relevant breach to be rectified.

3.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 3.3, the Owner of the Lot Benefited may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Owner of the Lot Benefited in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.

3.5 If the Owner of the Lot Benefited exercises its powers under clause 3.4, it must:
- 3.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
- 3.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
- 3.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
- 3.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
- 3.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 3 in the plan – Camden Council.

4. Terms of the easement for support, maintenance and repair 0.9 wide numbered 4 in the plan:

4.1 The owner of the lot benefited and duly authorised persons may:

(a) enter upon the burdened lot but only within the site of the easement;
(b) do anything reasonably necessary for the purposes of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement;
(c) remain on the site of this easement for any reasonable time for the said purposes.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1208219

Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14-2014-1067-1 Dated: 24 December 2015

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

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

4.3 The owner of the lot burdened shall not do the following over the site of the easement:

(a) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property;
(b) erect or permit to be erected any building or structure of any kind, other than roof guttering, on or over the easement;
(c) allow anything to be done or interfere with any structure constructed adjacent to the easement on the lot benefited.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 4 in the plan – Camden Council

5. Terms of the easement for support 1.4 wide numbered 5 in the plan:

5.1 The owner of the Lot Burdened may:
5.1.1 repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, **(Retaining Wall)**:
5.1.2 use the Retaining Wall for the support of the Lot Burdened.

5.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:
5.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
5.2.2 interfere with the Retaining Wall in any way.

5.3 If the Owner of the Lot Burdened breaches clause 5.2, Camden Council (The Council) may serve a notice on the Owner of the Lot Burdened requiring:
5.3.1 the relevant actions to stop; and
5.3.2 the relevant breach to be rectified.

5.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 5.3, the Council may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Council in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.

.....	.....	.....
Registered Proprietor	Registered Proprietor	Council Authorised Person

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1208219

Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14.2014.1067.1 Dated: 24 December 2015

5.5 If the Council exercises its powers under clause 5.4, it must:

5.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;

5.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;

5.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;

5.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and

5.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 5 in the plan – Camden Council.

6. **Terms of the easement for support 0.75, 2.8, 3.4, 4, 4.1 & 4.6 wide numbered 6 in the plan:**

6.1 The owner of the Lot Burdened may:

6.1.1 repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, **(Retaining Wall)**:

6.1.2 use the Retaining Wall for the support of the Lot Burdened.

6.1.3 only erect a building within the easement for support along the eastern boundary of Lot 8012 and the western boundary of Lot 8095 if it is approved by Camden Council (The Council) and is designed in accordance with the details shown on drawing 15004 (current version) prepared by G. F. Murphy Consulting Pty Ltd and held on Councils file.

6.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:

6.2.1 anything that does, or may, affect the stability of the Retaining Wall; or

6.2.2 interfere with the Retaining Wall in any way.

6.3 If the Owner of the Lot Burdened breaches clause 6.2, the Council may serve a notice on the Owner of the Lot Burdened requiring:

6.3.1 the relevant actions to stop; and

6.3.2 the relevant breach to be rectified.

6.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 6.3, the Council may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Council in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.

6.5 If the Council exercises its powers under clause 6.4, it must:

6.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;

6.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1208219

Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14·2014·1067·1 Dated: 24 December 2015

6.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
6.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
6.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
6.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 6 in the plan – Camden Council.

7. **Terms of the right of carriageway 5 wide numbered 7 in the plan:**

As set out in Part 1 of Schedule VIII of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 7 in the plan – Camden Council.

8. **Terms of the easement for services 5 wide numbered 8 in the plan:**

As set out in Part 11 of Schedule VIII of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 8 in the plan – Camden Council.

9. **Terms of easement for gas main 2 wide numbered 9 in plan:**

1. For the purposes of this instrument, the following works have the following meanings unless the contrary intention appears:

"Apparatus" means mains, and pipes and other apparatus used for the conveyance, control, measurement and distribution of the substances and for purposes incidental thereto.

"Easement Site" means that part of the Lot Burdened identified as being subject to the Easement in the Plan which accompanies this Instrument.

"Jemena" means Jemena Gas Networks (NSW) Ltd ABN 87 003 004 322 and its successors and its officers, agents, employees and other persons authorised by it.

"Substances" means natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1208219

Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14.2014.1067.1 Dated: 24 December 2015

2. Full and free right and licence for Jemena to construct Apparatus on the Easement Site including above and below the surface for the conveyance of Substances through, under and across the Easement Site and to use, examine, re-lay, alter, renew, maintain and remove such Apparatus TOGETHER WITH the following rights:

   a) a right of support of the Apparatus;

   b) to enter, pass and re-pass on the Lot Burdened with or without vehicles, to gain access to the Easement Site and to remain there for any reasonable time with or without workmen, materials and machinery;

   c) to remove any obstructions which encroach onto the Easement Site or prevent reasonable access to the Easement Site;

   d) to excavate the Lot Burdened within the Easement Site for the purposes of this easement.

3. In the exercise of its rights under this easement Jemena shall take reasonable precautions to cause as little disturbance as possible to the surface of the Easement Site and upon completion of the work will restore the surface to its former condition as far as reasonably practicable but Jemena shall not be obliged to restore or rebuild any building structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the Easement Site.

4. The proprietor of the Lot Burdened undertakes that no structure, pipeline, cable or other improvement will be erected upon, over or under the Lot Burdened within the Easement Site without the prior consent in writing of Jemena AND that the proprietor has before the execution of this easement obtained any consent and approvals required from any other person or authority which holds an easement over the Lot Burdened.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 9 in the plan – Jemena Gas Network (NSW) Ltd (ACN 003 004 322).

10. Terms of easement for padmount substation 2.75 wide numbered 10 in the plan:

The terms as set out in Memorandum No. 9262886 registered at Land & Property Information NSW are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 10 in the plan – Endeavour Energy.

Registered Proprietor	Registered Proprietor	Council Authorised Person

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1208219

Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14·2014·1067·1
Dated: 24 December 2015

11. Terms of restriction on the use of land numbered 11 in the plan:

1.0 No building shall be erected or permitted to remain within the restriction site unless:
- 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
- 1.2 the external surface of the building erected more than 1.5 metres from footing has a 60/60/60 fire rating and the owner provides the authority benefited with an engineer's certificate to this effect.

2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.0 Definitions:
- 3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.
- 3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 3.3 **"erect"** includes construct, install, build and maintain.
- 3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 11 in the plan – Endeavour Energy

12. Terms of restriction on the use of land numbered 12 in the plan:

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

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 12 in the plan – Endeavour Energy.

13. Terms of restriction on the use of land numbered 13 in the plan:

No Dwelling may be erected on any Lot Burdened unless the footings of that Dwelling are designed by a suitably qualified civil and / or structural engineer.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 13 in the plan – Camden Council.

Registered Proprietor | Registered Proprietor | Council Authorised Person

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1208219

Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14.2014.1067.1 Dated: 24 December 2015

14. Terms of restriction on the use of land number 14 in the plan:

No Dwelling may be erected on any Lot Burdened unless the dwelling, landscaping and associated works for that Dwelling are constructed in accordance with Salinity Investigation and Management Plan Report, proposed residential subdivision Stage 8 Gregory Hills Project No. 76568.06 Dated August 2013 prepared by Douglas Partners. Compliance with the plan must be demonstrated for each residential development application.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 14 in the plan – Camden Council.

15. Terms of public positive covenant numbered 15 in the plan:

1. The registered proprietor of the lots hereby burdened will in respect of the retaining wall:

   (a) repair, maintain and replace a retaining wall within the easements for support denoted "M" & "H" on the plan of subdivision to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, **(Retaining Wall)**
   (b) permit the Council 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 land for the compliance with the requirements of this covenant;
   (c) 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.

2. Pursuant to section 88F (3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

   (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1 (c) above;
   (ii) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
      (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work;

Registered Proprietor | Registered Proprietor | Council Authorised Person

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Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14.2014.1067.1 Dated: 24 December 2015

(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 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.

3. In this covenant Council means Camden Council

NAME OF AUTHORITY whose consent is required to release, vary or modify the public positive covenant numbered 15 in the plan – Camden Council.

16. Terms of restriction on the use of land numbered 16 in the plan:

16.1 No fence may be erected or permitted to remain on the Lot Burdened that:

16.1.1 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:

(a) the requirements of any relevant statutory authority; or

(b) any other provision of this instrument, or

(c) erected on a boundary that is affected by an easement for support 0.3 wide denoted "C"

(d) erected on a boundary that is affected by an easement for support 1.4 wide denoted "M"

(e) erected on a boundary that is affected by an easement for support 0.75, 2.8, 3.4, 4, 4.1 & 4.6 wide denoted "H"

16.1.2 exceeds 1 metre in height for the front boundary;

16.1.3 is constructed of materials other than brick, masonry, colour bond, lapped and capped stained timber, lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine") or brushwood; or

16.1.4 is constructed of concrete bricks and/or concrete blocks unless that fence is fixed to retaining walls and posts located on the boundary of the Lot Burdened:

(a) cement rendered and painted;

(b) coated with cement using the process commonly known as "bagging" and painted; or

(c) is coated using the product known as "Granasite" or "Granatex" or any similar product in the manner recommended by the manufacturer of the product used.

16.2 The Owner may not seek a contribution, compensation or re-imbursement from Trustees of the Marist Brothers, Dart West Developments Pty Limited or Dart West EP Pty Limited for the cost of any fence on the boundary of the Lot Burdened.

16.3 The Owner of any Lot Burdened must not:

Registered Proprietor | Registered Proprietor | Council Authorised Person

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1208219

Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14·2014·1067·1
Dated: 24 December 2015

16.3.1 subdivide (**Subdivision**) the Property within ten (10) years of the date of the registration of the plan of subdivision that created the Lot Burdened as a separate title unless they:

(a) provide all necessary plans and documents that relate to the Subdivision to Dart West Developments Pty Limited; and

(b) obtain the consent of Dart West Developments to the Subdivision (which may be refused or granted with conditions at the discretion of Dart West Developments Pty Limited), or

16.3.2 operate, or cause to be operated, a display home within the development known as 'Gregory Hills' of which the property forms a part, for the purpose of displaying, marketing, advertising or promoting the construction of homes on lots within that development other than within the 'Gregory Hills Display Village' nominated by Dart West Developments Pty Limited from time to time.

16.4 The Owner of any Lot Burdened must:

16.4.1 not keep on the Lot Burdened or any property or public street adjoining that Lot Burdened a truck or commercial vehicle with a weight greater than three and a half (3.5) tonnes TARE;

16.4.2 not do or allow to be done any act where any street, footpath or tree in any street or property adjoining the Lot Burdened are damaged, destroyed or removed;

16.4.3 keep the Lot Burdened in a clean and tidy state, free from the accumulation of rubbish including during the time between their completion of the purchase of the Lot Burdened and the construction of the Dwelling;

16.4.4 not undertake any installation of radio masts, air conditioning units, satellite dishes, television antennae and garden sheds which are visible from any street adjoining the Lot Burdened;

16.4.5 not park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and

16.4.6 not undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).

16.5 No building apart from the Dwelling and/or garden shed erected on the Lot Burdened, may be erected or permitted to remain on the Lot Burdened unless that building is of a design which complements the Dwelling on the Lot Burdened and is constructed of the same or similar materials to those used in the relevant Dwelling.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 16 in the plan – Dart West Developments Pty Limited until Trustees of the Marist Brothers cease to own any land originally contained in Certificates of Title Folio Identifiers Lot 91 & 92 in DP 1137298.

Registered Proprietor | Registered Proprietor | Council Authorised Person

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Plan of Subdivision of Lot 8 in DP 1192118 covered by Council's Subdivision Certificate No. 14.2014.1067.1
Dated: 24 December 2015

Definitions and interpretation

In this instrument, words beginning with a capital letter that are defined below have the corresponding meaning ascribed to them:

(i) **Dwelling** means any dwelling erected on the Lot Burdened.

(ii) **Lot Burdened** means any lot burdened by the relevant covenant or restriction created by this instrument

(iii) **Owner** means the owner of the relevant Lot Burdened from time to time.

If the terms of any covenant created by this instrument, or any part of it, is found to be invalid or unenforceable then:

(a) the terms of that covenant are to be severed from this instrument; and

(b) Such invalidity or unenforceability will not affect the terms of any of the other covenants created under this instrument, or any parts of it, which are valid and enforceable.

Execution

EXECUTED by **Camden Council** by its duly authorised officer in the presence of the person whose signature appears below

Witness (Signature)

Sugule Mohamed
Name of Witness (Print Name)

37 John Street
Camden NSW 2750

Authorised Officer (Signature)

Daniel Streater
Name of Authorised Officer (Print Name)

Matthew Blake
Registered Proprietor

Registered Proprietor

Council Authorised Person

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Plan of Subdivision of Lot 8 in
DP 1192118 covered by Council's
Subdivision Certificate No. 14·2014·1067·1
Dated: 24 December 2015

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

Signature of Witness

GLENN AMANONCE
Name of Witness (PRINT)

1/33 Village Circuit, Glenagon Hills

SIGNED by the person named below who signed this instrument on behalf of:

TRUSTEES OF THE MARIST BROTHERS
ABN 91 064 875 510
pursuant to Power of attorney dated
2 April 2014 registered with Land &
Property Information (NSW)
Book 4665 No. 548

Signature of Attorney

BERNARD FRANCIS KENNA
Name of Attorney (PRINT)

DIRECTOR OF BUSINESS SERVICES
Title (PRINT)

1/247 Coward Street, Mascot

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

Signature of Witness

GLENN AMANONCE
Name of Witness (PRINT)

1/33 Village Circuit, Glenagon Hills

SIGNED by the person named below who signed this instrument on behalf of:

TRUSTEES OF THE MARIST BROTHERS
ABN 91 064 875 510
pursuant to Power of attorney dated
2 April 2014 registered with Land &
Property Information (NSW)
Book 4665 No. 548

Signature of Attorney

BROTHER MATTHEW KENNETH CLARKE
~~Jeffrey Barrington~~
Name of Attorney (PRINT)

~~Brother - Provincial Council~~ / ~~Community Consultor of the Oceanian~~
Title (PRINT) PROVINCE SECRETARY OF THE PRINCIPAL.

1/247 Coward Street, Mascot

Registered Proprietor

Registered Proprietor

Council Authorised Person

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EXECUTED by JEMENA GAS NETWORKS (NSW) LTD ACN 003 004 322 in accordance with s127 of the *Corporations Act 2001* (Cth):

Signature of ~~Director~~/ Company Secretary

Tina Ooi

Full name of ~~Director~~/ Company Secretary

Signature of Director

JOANNE PEARSON

Full name of Director

Registered Proprietor

Registered Proprietor

Council Authorised Person

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Signed on behalf of **Endeavour Energy** ABN 59 253 130 878 by its Attorney pursuant to Power of Attorney Book 4693 No. 329 in the presence of:

Signature of Attorney

Signature of Witness

Name: Helen Smith
Position: Manager Property & Fleet
Date of execution: 7 December 2015
Reference: URS16504

Deborah Pears
Name of Witness
C/-Endeavour Energy
51 Huntingwood Drive,
Huntingwood NSW 2148

REGISTERED 12.2.2016

Registered Proprietor

Registered Proprietor

Council Authorised Person

PLANNING CERTIFICATE UNDER
SECTION 10.7
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: Suman Suri
Lvl 5,459 collins st 3000

Certificate number:	20236101
Reference number:	1387999
Certificate issue date:	29/10/2025
Certificate fee:	$71.00
Applicant's reference:	
Property number:	1191763
Applicant's email:	suman.suri@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 1 DP: 1243136

Address: **18A Kew Street GREGORY HILLS NSW 2557**

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act 1979 (the 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.

(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.

(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.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

Note: The above SEPPs may apply subject to the relevant criteria and requirements as listed in each chapter of the policies.

LOCAL ENVIRONMENTAL PLANS (LEPs)

The land is not within a Local Environmental Plan.

DEVELOPMENT CONTROL PLANS (DCPs)

Turner Road Precinct Development Control Plan 2007, as amended

PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Housing) 2021 - Proposed amendments - manufactured home estates, caravan parks and camping grounds

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – outdoor dining on private land and at registered clubs; complying development for farm buildings, rural sheds and earthworks

SEPP (Biodiversity and Conservation) 2021 – Proposed amendments - changes to deter illegal tree and vegetation clearing

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

Draft Turner Road Precinct DCP – Housekeeping Amendment

Note: The above draft SEPPs, draft LEPs or draft DCPs may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

The following matters apply for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) ZONE R1 GENERAL RESIDENTIAL - ORAN PARK AND TURNER ROAD PRECINCT PLAN

(b) In this zone, development for the following purposes is -

(i) Permitted without consent

Nil

(ii) Permitted with consent

Any other development not specified in item (i) or (iii)

(iii) Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities);

Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies

(c) Whether additional permitted uses apply to the land,

No.

(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,

R1 General Residential:
Oran Park and Turner Road Precinct Plan, Section 4.1A, fixes a minimum 300m2 for the erection of a dwelling house; however, exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m2 and minimum 225m2

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

No.

(f) Whether the land is in a conservation area, however described,

No.

(g) Whether an item of environmental heritage however described, is located on the land

No.

3 CONTRIBUTIONS

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

(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

No

(b) the name of the Ministerial planning order in which the region is identified

No

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area

Western Sydney Growth Areas Special Contributions Area

(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 one 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

Complying development MAY be carried out on the land

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

Note: Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—
(a) for the purposes of dual occupancies, and
(b) carried out on land in Zone R2 Low Density Residential, and
(c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

PATTERN BOOK DEVELOPMENT CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

Note: The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the SEPP (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

INLAND CODE

The Inland Code does not apply to the Camden Local Government Area.

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

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 one 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.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

Where exempt development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

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, or

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(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.

No.

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.

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

(b) an environmental planning instrument, or

(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.

No response required

(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.

(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.

LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

BUSH FIRE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.

TIDAL INUNDATION

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

SUBSIDENCE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence.

ACID SULFATE SOILS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulfate soils.

CONTAMINATION

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

AIRCRAFT NOISE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of aircraft noise.

SALINITY

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to the requirements in the relevant Development Control Plan that applies to the land.

COASTAL HAZARDS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of coastal hazards.

SEA LEVEL RISE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of sea level rise.

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.

No.

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.

No.

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.

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

(3) Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

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.

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.

No.

17 BIODIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

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.

All or part of the subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: www.camden.nsw.gov.au/environment/biodiversity

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

Not Applicable.

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,

No.

(b) or shown on the Lighting Intensity and Wind Shear Map,

No.

(c) or shown on the Obstacle Limitation Surface Map,

No.

(d) or in the “public safety area” on the Public Safety Area Map,

No.

(e) or 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).

No.

(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.

Not applicable.

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.

Not applicable

MATTERS PRESCRIBED BY SECTION 59 (2) OF THE 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 that 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 that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Yes.

DISCLAIMER AND CAUTION

The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

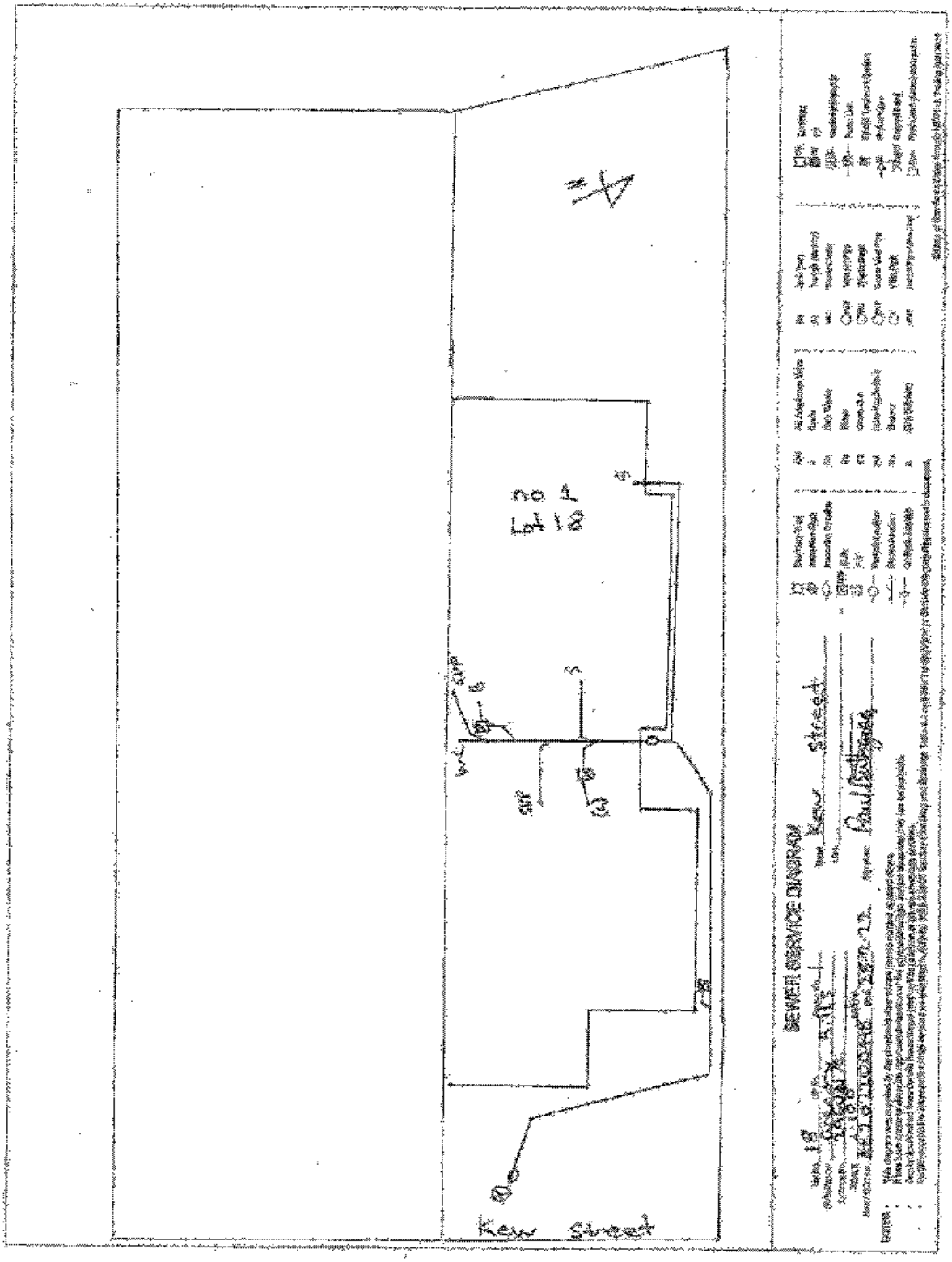
The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Andrew Carfield
General Manager

Sewer Service Diagram

Application Number: 8004761669

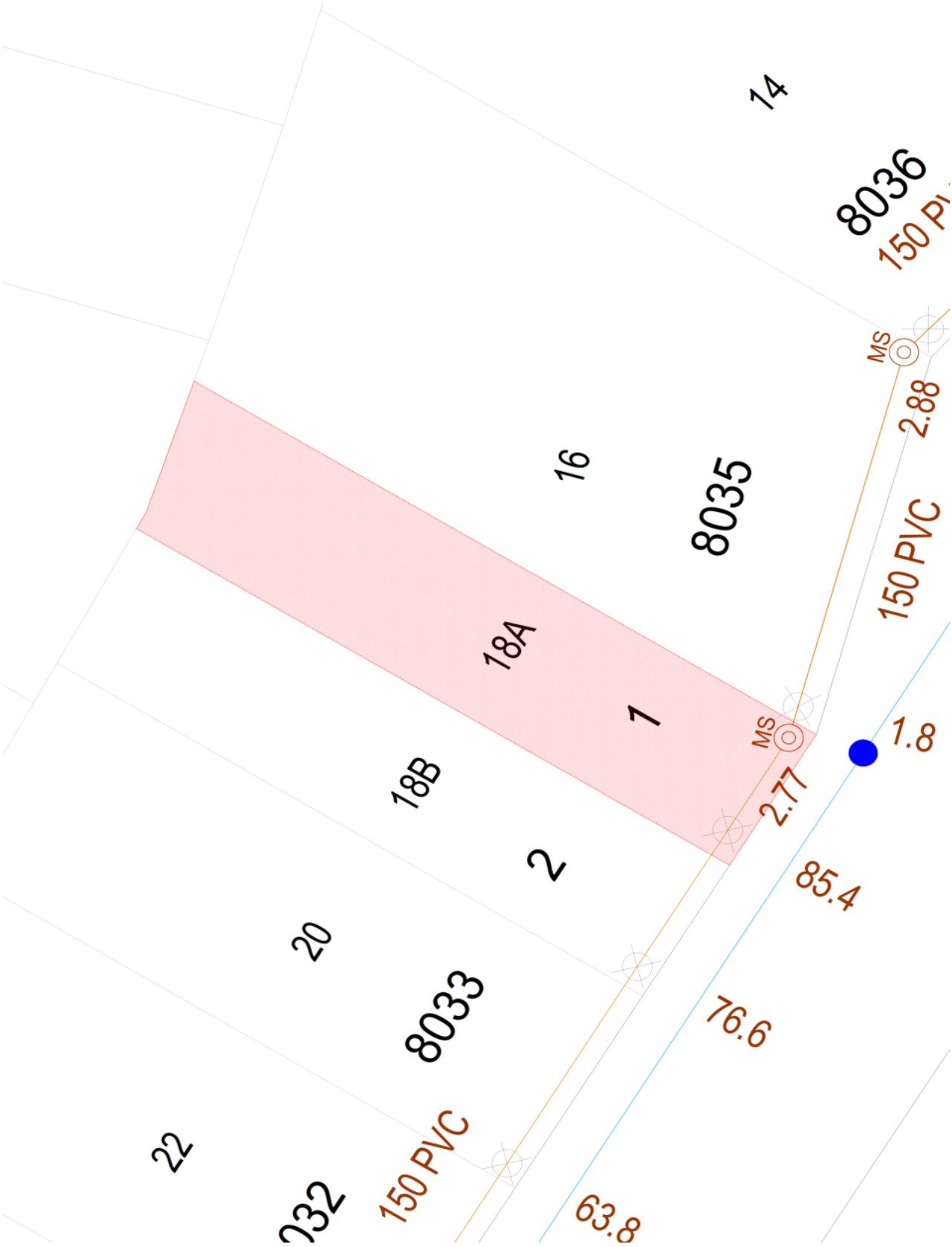


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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print

Application Number: 8004761668



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

- 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) — 10.5
- 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) — A
- 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

- Boundary Line
- Easement Line
- House Number — 25, 6, 26, 8
- Lot Number — 27, 10, 28, 12
- Proposed Land
- 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**.

22nd February 2023

Ref: OC2021-0026
Your Reference: DA 1798/2017/1

The General Manager
Camden Council
PO Box 183
Camden NSW 2570

Dear Sir / Madam,

Whole Occupation Certificate

Lot 8034, DP 1208219, 18 Kew Street, Gregory Hills
Construction of Semi-Detached Dwellings

We refer to our engagement in respect of the above and determine that the Whole Occupation Certificate has been approved, in accordance with the provisions of the Environmental Planning and Assessment Act 1979 and Clause 39 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.

Should you require any further information please do not hesitate to contact the Certifier.

Yours faithfully,



Samy Mikhail
B. Build, OTEN, Build. Surv
Registered Building Surveyor – Unrestricted – BDC – 2277

Office Address: Parramatta Business Centre
5 Aird Street, Parramatta NSW 2150
Postal Address: Suite 49, Level 2,
2 O'Connell Street, Parramatta NSW 2150

T| (02) 8279 7844
M| 0404 806 026
E| samy@certifiers.sydney
W| www.certifers.sydney

BUILDING CERTIFIERS
Certifying Your Building Dream

22nd February 2023

Ref: OC2021-0026

Mr Elias Georges
14 Kelly Street,
Oran Park NSW 2570

Email: elias@nouva.com.au
Attention: Mr Elias Georges

Dear Sir,

Whole Occupation Certificate

Lot 8034, DP 1208219, 18 Kew Street, Gregory Hills
Construction of Semi-Detached Dwellings

We refer to our engagement in respect of the above and determine that the Whole Occupation Certificate has been approved, in accordance with the provisions of the Environmental Planning and Assessment Act 1979 and Clause 39 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.

Should you require any further information please do not hesitate to contact the Certifier.

Yours faithfully,

Samy Mikhail
B. Build, OTEN, Build. Surv
Registered Building Surveyor – Unrestricted – BDC – 2277

Office Address: Parramatta Business Centre
5 Aird Street, Parramatta NSW 2150
Postal Address: Suite 49, Level 2,
2 O'Connell Street, Parramatta NSW 2150
T| (02) 8279 7844 **F|** (02) 8279 7845
M| 0404 806 026 **E|** samy@certifiers.sydney
W| www.certifers.sydney

WHOLE OCCUPATION CERTIFICATE

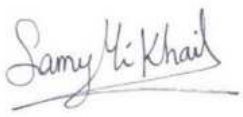
BUILDING CERTIFIERS
Certifying Your Building Dream

PRELIMINARIES	
Whole Occupation Certificate No.	OC2021-0026
Subject Property	Lot 8034, DP 1208219, 18 Kew Street, Gregory Hills
Council Authority	Camden Council
Applicant	Mr Elias Georges
Date of Certificate	22/02/2023

DEVELOPMENT CONSENT	
Development Consent No:	Re No: DA 1798/2017/1
	Date of Issue: 26/03/2018
	Issuing Authority: Camden Council

CONSTRUCTION CERTIFICATE	
Construction Certificate	CC Approval No (s): CC2021-0026
	Date of certificate: 24/01/2022
	Authority: Samy Mikhail – Registration No. BDC 2277

AREA OF OCCUPANCY	
Building details and area of Occupation	Construction of Semi-Detached Dwellings
Whole	Whole
BCA Classification (s)	Class 1a

CERTIFYING AUTHORITY	
Signed	• A current Development Consent is in force for the building work • A current Construction Certificate has been issued with respect to the relevant building plans, documents and specifications. • The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia. • The health and safety of the occupants has been taken into consideration.
	 Samy Mikhail – Registered Building Surveyor – Unrestricted – BDC – 2277

WHOLE OCCUPATION CERTIFICATE DOCUMENTATION		
APPENDIX	**TITLED**	**DATED**
1	Whole Occupation Certificate Application Form	25/01/2022
2	Copy of mandatory Final Inspection Report	Various
2	Survey	07/07/2022
2	Plumbing and Drainage Work Compliance Certificate	07/10/2022
2	Deposited Plan Administration Sheet	-
2	Protection of Openable Windows Compliance Certificate	20/10/2022
2	Glazing Compliance Certificate	20/10/2022
2	Roof Covering Compliance Certificate	24/10/2022
2	Air Conditioning Compliance Certificate	10/10/2022
2	Electrical Compliance Certificate	10/10/2022
2	Glazing Compliance Certificate	20/09/2022
2	Plumbing and Drainage Work Compliance Certificate	07/10/2022
2	Vibration Certificate for Concrete Slab	10/10/2022
2	Concrete & Reinforcing Compliance Certificate	10/10/2022
2	Salinity Compliance Certificate	10/10/2022
2	Smoke Alarm Compliance Certificate	10/10/2022
2	Termite Management Installation Certificate	10/02/2022
2	Termite Management Installation Certificate	22/02/2022
2	Waterproofing Compliance Certificate	-
2	Deposited Plan Administration Sheet	22/11/2022
2	Service Protection Report	17/05/2021
2	Integrated Development	09/02/2018
2	Plan Information Notice	16/02/2023
2	Energy Efficiency Insulation Compliance Certificate	19/10/2022
2	Subdivider/Developer Compliance Certificate	21/06/2022
2	Completion Certificate	21/06/2022
2	Balustrade & Handrail Compliance Certificate	10/10/2022
2	Basix Compliance Certificate	10/10/2022
2	Building Sealing Compliance Certificate	10/10/2022
2	Final Completion Statement	10/10/2022
2	Fire Safety Compliance Certificate	-
2	Plumbing Services Compliance Certificate	10/10/2022
2	Slip Resistance Compliance Certificate	10/10/2022
2	Stormwater Drainage Compliance Certificate	10/10/2022
2	Timber Frame Compliance Certificate	10/10/2022

WHOLE OCCUPATION CERTIFICATE DOCUMENTATION		
APPENDIX	**TITLED**	**DATED**
2	Weatherproofing of Masonry Compliance Certificate	10/10/2022
2	Basix Completion Receipt	22/02/2023
2	Basix Completion Receipt	22/02/2023

Appendix 1

Whole Occupation Certificate
Application Form

Application for an Occupation Certificate

BUILDING CERTIFIERS
Certifying Your Building Dream

1. Application Sought

☐ Interim Occupation Certificate (IOC)

☒ Final Occupation Certificate (OC)

2. Applicant's Details

☒ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other:

Given Name(s): Elias

Surname: Georges

Street Address: 14 Kelly St

Suburb: Oran Park

State: NSW

Postcode: 2570

Telephone:

Mobile: 0404 308 068

Fax:

Email: elias@ nouva.com.au

3. Subject Property being Developed

Unit/Street No.: 18

Street Name: Kew

Suburb: Gregory Hill

State: NSW

Postcode: 2557

Lot / Portion: 8034

DP No: 1208219

Section:

Council: Camden Council

4. Development Consent

DA Consent Number *(if applicable)*: 1798/2017/1

Date of Determination: 26-Mar-2018

CC/CDC Approval Number: CC2021-0026

Date of Determination: 24/01/2022

Approval Authority: Camden Council and BC - Samy Mikhail

5. Application Scope

☒ Application for Whole Building

☐ Application for Part of Building *(if selected, describe below)*

6. Description of Building Use

Construction of Semi-Detached Dwellings

7. Building Classification

Building Code of Australia Classification

1a

8. Accompanying Documentation

The following information must accompany an application for an Occupation Certificate:

A copy of the DA, CDC and/or CC *(as applicable, if not sought through Building Certifiers)*	☐ Required	☒ Attached
All certificates and/or documentation relied upon	☐ Required	☒ Attached

9. Signature of Applicant

Declaration – Please review and tick the following:

☑ I declare that all the information in this application is true and correct to the best of my knowledge.

☑ I understand that if the information is incomplete the application may be delayed or rejected or more information may be requested.

☑ I acknowledge that if the information in this application and requisite documentation is misleading, any approval granted may be void.

In signing this application form, I/We declare the abovementioned terms and conditions.

Name (block letters):

ELIAS GEORGES

Signature (Applicant)

ELIAS.

Date:

25/01/2022

Appendix 2

Other Documentation

INSPECTION RECORD

BUILDING CERTIFIERS
Certifying Your Building Dream

DA REFERENCE: DA 1798/2017/1

CC REFERENCE: CC2021-0026

PROJECT: Construction of Semi-Detached Dwellings

SITE ADDRESS: Lot 8034, DP 1208219, 18 Kew Street, Gregory Hills

This document is to be employed as a record of the "critical stage inspections" conducted in relation to the development, Pursuant to Section 61(2) of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.

Inspection Date	Inspection Type	Site Contact	Inspection Result/Action Taken	Inspected by (initials) & Registration No
18/03/2021	Pre CC	Joseph Botros	Satisfactory	TM BDC 3094
04/01/2022	Footings / Piers	Joseph Botros	Satisfactory	SM BDC 2277
Certification from a qualified Structural Engineer shall be provided for the Footings and Piers.				
31/01/2022	Slab	Joseph Botros	Satisfactory	SM BDC 2277
Should there be any Variation to the Approved Structural Design, a qualified Structural Engineer shall also undertake a Site Inspection for the Slab and provide a Certificate of Satisfaction.				
08/02/2022	Stormwater	Joseph Botros	Satisfactory	SM BDC 2277
18/07/2022	Frame	Joseph Botros	Defective – Subject to Minor Defects	SM BDC 2277
20/07/2022	Frame	Joseph Botros	Satisfactory	SM BDC 2277
05/08/2022	Waterproofing	Joseph Botros	Satisfactory	SM BDC 2277
06/10/2022	Final	Joseph Botros	Defective – Subject to Minor Defects	SM BDC 2277
18/02/2023	Final	Joseph Botros	Satisfactory	SM BDC 2277

Please call the office (02) 8279 7844 to arrange an inspection.

Office Address: Parramatta Business Centre
5 Aird Street, Parramatta NSW 2150
Postal Address: Suite 49, Level 2,
2 O'Connell Street, Parramatta NSW 2150

T| (02) 8279 7844
M| 0404 806 026
E| samy@certifiers.sydney
W| www.certifers.sydney

SURVEY REPORT

RE:

IDENTIFICATION SURVEY
Proposed Lots 1 & 2 in DP 1243136
Being Lot 8034 in DP 1208219
No. 18 Kew Street,
Gregory Hills, NSW 2557

PREPARED FOR:
Construction by Design

OUR REF: 6459_ID

July 2022

Summit Geomatic
Registered Consulting Surveyors

Suite 5e, 5-7 Meridian Place, Bella Vista 2153
PO Box 7809, Baulkham Hills BC NSW 2153
Ph (02)9836.3155
Email survey@summitgeo.com.au

SUMMIT GEOMATIC Pty Ltd A.B.N 71 092 947 601
LIABILITY LIMITED BY A SCHEME APPROVED UNDER PROFESSIONAL STANDARDS LEGISLATION

Our Ref: 6457_ID

7 July 2022

Construction by Design
PO Box 781
Kellyville, NSW 2155

summit
GEOMATIC
PO Box 7809
Baulkham Hills B.C. NSW 2153
Suite 5e, 5-7 Meridian Place
Bella Vista NSW, 2153

Tel: (02) 9836 3155

Email: survey@summitgeo.com.au

Dear Sir:

RE: IDENTIFICATION SURVEY
PTY: No. 18 Kew Street Gregory Hills

In accordance with your instructions we have surveyed for identification purposes, the land contained in Certificate of Title Folio 8034/1208219 being Lot 8034 in Deposited Plan 1208219 to be known as Lots 1 & 2 in Deposited Plan 1243136 situated at Gregory Hills in the Local Government Area of Camden, Parish of Narellan and County of Cumberland.

The subject land, being edged red on the attached sketch has a frontage to Kew Street. The dimensions as shown upon the attached sketch are those obtained in the field and will be shown on a plan of subdivision which is to be lodged at the NSW Land Registry Services and as such should be considered preliminary.

We find erected upon the subject land a two-storey brick duplex with metal roof, to be known as 18A & 18B Kew Street standing wholly within the boundaries as shown on the attached sketch.

We find that no services, drainage lines or access ways encroach over the proposed boundaries other than as provided for by easements created by the final plan of subdivision.

The walls and occupations thereon of the subject building stand in relation to the boundaries as shown upon the sketch.

Lot 8034 in Deposited Plan 1208219 is subject to the following interests and notifications:-

1. Reservations and conditions in the Crown Grant(s)
2. Restriction(s) on the Use of Land (DP 1119742, DP 1153636, DP 1188124, DP 1208219)
3. Easement for Support 1.4 wide affecting the subject land (DP 1208219)
4. Public Positive Covenant (DP 1208219)

Other than stated above or shown on the sketch we find no apparent encroachments either by or upon the subject land.

Ridge heights and floor levels observed and shown on the attached sketch are related to 'BM nail in conc kerb RL 120.13' as shown on Site Plan Dwg No 20 File CBD3149 issue F dated 7/5/18 by Construction by Design. This benchmark has not been independently confirmed and should not be used for any purpose other than for comparison with design plans noted.

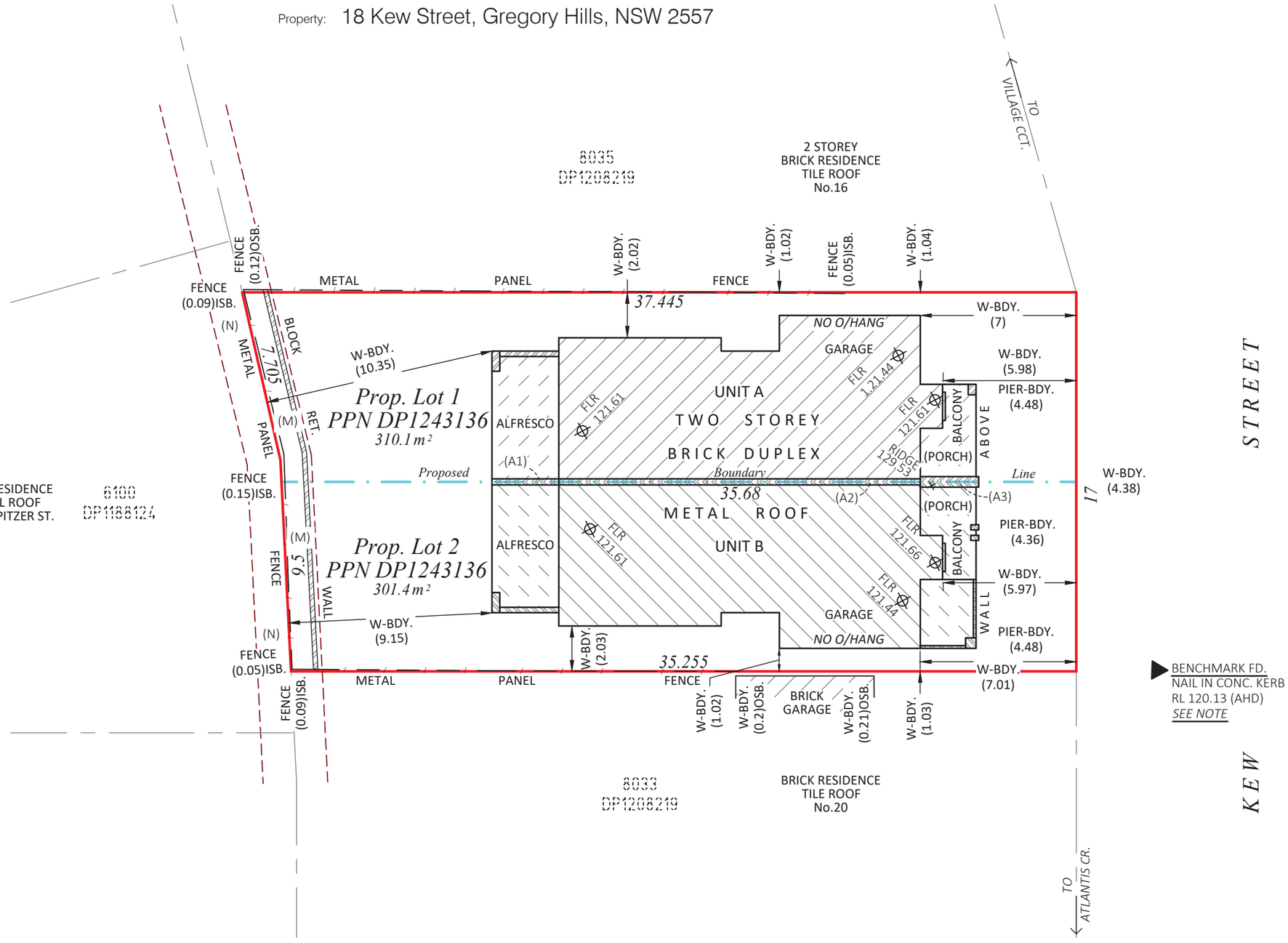
The land in this report has been surveyed for identification purposes only. Should further improvements be proposed upon the subject property after the date of this report then an additional survey may be required.

Yours faithfully,

Gregory Boot No. SU000043
Registered Surveyor
Summit Geomatic P/L
Registered Consulting Surveyors

SKETCH

Property: 18 Kew Street, Gregory Hills, NSW 2557



NOTES:

* THIS PLAN HAS BEEN PREPARED FOR Construction By Design Pty Ltd.
* THIS PLAN IS AN IDENTIFICATION SURVEY ONLY AND AS SUCH IS NOT A NEW SURVEY OF THE TITLE DIMENSIONS. THIS PLAN SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN TO IDENTIFY THE PARCEL OF LAND AND ITS ORIGINAL DIMENSIONS. THE DIMENSIONS SHOWN HEREON SHOULD NOT BE USED FOR BUILDING OR STRUCTURAL DESIGN PURPOSES WITHOUT FIRST VERIFYING WITH SUMMIT GEOMATIC PTY LTD THAT THE DIMENSIONS ARE SUITABLE FOR THAT PURPOSE.
* ONLY BOUNDARY LINE/S INDICATED BY A RED LINE HAVE BEEN SURVEYED.
* BOUNDARY LINES NOT FENCED UNLESS OTHERWISE STATED.
* NO INVESTIGATION HAS BEEN UNDERTAKEN TO DETERMINE THE EXISTENCE OF ANY POSSIBLE SUBTERRANEAN ENCROACHMENTS.
* OWNERS OR PURCHASERS ARE CAUTIONED THAT IF UTILISING OR BUILDING TO BOUNDARIES, SUMMIT GEOMATIC PTY LTD SHOULD BE CONTACTED TO ADVISE ON UNCERTAINTIES THAT MAY EXIST IN BOUNDARY DIMENSIONS
* DO NOT SCALE OFF THIS PLAN - RELATIONSHIP OF IMPROVEMENTS AND DETAIL TO BOUNDARIES IS DIAGRAMMATIC AND IF CRITICAL SHOULD BE CONFIRMED BY A FURTHER BOUNDARY SURVEY.

LEGEND:
ISB = INSIDE SUBJECT BOUNDARY
OSB = OUTSIDE SUBJECT BOUNDARY
W-BDY. = WALL TO SUBJECT BOUNDARY

(A1) CENTRE OF BRICK PARTY WALL 0.35 WIDE
(A2) CENTRE OF BRICK PARTY WALL 0.27 WIDE
(A3) CENTRE OF BRICK PARTY WALL 0.48 WIDE

(N) EASEMENT TO DRAIN WATER 1.5 WIDE (DP1188124)
(M) EASEMENT FOR SUPPORT 1.4 WIDE (DP1208219)

BEFORE YOU DIG www.byda.com.au

PREPARED BY:

summit GEOMATIC REGISTERED CONSULTING SURVEYORS

SUMMIT GEOMATIC PTY LTD
ABN: 71 092 947 601
PO BOX 7809, BAULKHAM HILLS B.C. NSW 2153
Ph. (02) 9836 3155
Email: survey@summitgeo.com.au
http://www.summitgeo.com.au

LIABILITY LIMITED BY A SCHEME APPROVED UNDER PROFESSIONAL STANDARDS LEGISLATION

THIS IS THE SKETCH REFERRED TO IN OUR REPORT WITH REFERENCE

REF: 6459_ID
DATED: 07/07/2022

REGISTERED SURVEYOR G.B. (No.SU000043)
Summit Geomatic Registered Consulting Surveyors

A3

NSW GOVERNMENT Fair Trading

Owner's Copy

Serial No. E266838

CERTIFICATE OF COMPLIANCE
- for Plumbing and Drainage Work

Please supply requested information correct and neatly

PROPERTY & OWNERS DETAILS

House	Street	Suburb	Postcode
18	Kew	GREGORY HILLS	2557

Lot No	SP No	DP or PDP	Nearest Cross Street
1		1243136	

Owner's Name	Full Address

LICENCEE'S DETAILS

Full Name	Address for Notices
Paul Buttigieg	55 Clark road LONDONDERRY NSW 2753

Phone No.	Qualified Supervisor No.	Expiry Date
0415169321		

Licence No.	Licence No.
29641C	04/03/2025

WORK OF WATER SUPPLY

Give full Description of Work to be carried out

- ☑ Install Water Supply
- ☐ Install Irrigation System
- ☐ On-site Alternative Water Services
- ☐ Install/Commission/Maintenance of Thermostatic Mixing Valve
- ☑ Connection to water supply
- ☐ Install, alter, disconnect or remove a backflow prevention device
- ☐ Other

PLUMBING WORK TO COMPLY WITH ☑ **PCA DTS** ☐ **PERFORMANCE** ☐ **COMBINED**

WORK OF SANITARY PLUMBING/DRAINAGE AND SUPPLY DRAINAGE PLAN

Give full Description of Work to be carried out

- ☑ Carry out work of sanitary plumbing/drainage
- ☑ Connection to Sewer
- ☐ Sewer Disconnection
- ☐ Carry out Trade Waste
- ☐ Other

DRAINAGE WORK TO COMPLY WITH ☑ **PCA DTS** ☐ **PERFORMANCE** ☐ **COMBINED**

SEWERAGE/WATER SERVICE INSPECTION FEE

Date Fee Paid	Date of Commencement of Work	Estimate Date of Completion
4/02/2022	7/02/2022	6/02/2023

Amount	Reference No:	Work Completed On:
330	AE202200418	07/10/2022

I Paul Buttigieg, 29641C certify the following matters for submission to the Regulator:

a) I am the responsible person as that defined in the Plumbing and Drainage Act 2011. That is, I am the holder of the relevant contractor licence or supervisor certificate.

b) The work was carried out by or under the supervision of me as the responsible person.

c) Where required by section 11 of the Plumbing and Drainage Act 2011, I have given written notice of any identified pre-existing defective plumbing and/or drainage work Yes N/A ☑

d) The work is code compliant in that it complies with the Plumbing Code of Australia and any other standard prescribed by the regulations.

e) If any defect is found to be carried out by me within a period of two (2) years or within the time specified by the Regulator, from the date of the final inspection, and the Regulator certifies by written notice that in their opinion the defect is due to fault workmanship or defective materials, then I undertake to rectify such work at my sole expense, if directed by the Regulator within time specified by the Regulator.

PLAN FORM 6 (2020) **WARNING: Creasing or folding will lead to rejection**

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered:

Title System:

Office Use Only

PLAN OF SUBDIVISION OF LOT 8034 IN DP 1208219

LGA: **CAMDEN**

Locality: **GREGORY HILLS**

Parish: **NARELLAN**

County: **CUMBERLAND**

Survey Certificate

I, GREGORY JOHN BOOT .....

of SUMMIT GEOMATIC P/L PO BOX 7809 BAULKHAM HILLS BC ...

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 6/7/2022 ....., 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: *Electronically signed by me Gregory John Boot affixed by me 15/07/2022* Dated: 15/07/2022

Surveyor Identification No: SU000043 .....
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~~.
DP 1208219

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

Surveyor's Reference: **6459**

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

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF
LOT 8034 IN DP 1208219

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.

SSI REGULATION 2017 CLAUSE 60(c) – SCHEDULE OF STREET ADDRESSES				
Lot number	Street number	Street name	Street type	Locality
1	18A	KEW	STREET	GREGORY HILLS
2	18B	KEW	STREET	GREGORY HILLS

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND

.....

JOANNE GEORGES

Registered Proprietor

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6459

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

Office Use Only

Registered:

Office Use Only

PLAN OF SUBDIVISION OF
LOT 8034 IN DP 1208219

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6459

PROTECTION OF OPENABLE WINDOWS COMPLIANCE CERTIFICATE

BUILDING ADDRESS: Construction By Design

PROJECT DESCRIPTION: 18 Kew St Gregory Hill

AREA OF BUILDING (ENTIRE OR PART): Window & Door Aluminium

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Rita Haddad
Company Name	Walco Aluminium
Company Address	15 Ferndell St South Granville
Licence Number	107963C
Contact Number	96449255
Email Address	info@walcoaluminium.com.au

hereby certify that all windows opening is provided with protection for all windows that are 2m or more above the surface beneath and has been installed at the abovementioned project in accordance with the following Performance Standards

- BCA 2019 Part 3.9 Clause 3.9.2.6 (a) (b) (i) (ii) (c) (i) (ii) and 3.9.2.7 – Protection of Openable Windows ; and
- Australian Standards AS1288-2006 and AS2047-1999; and

I/We also confirm that:

- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the approved Construction Certificate / Complying Development Certificate documentation.
- Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed: RHaddad Name: Rita Haddad

Position: Manager Date: 20/10/22

GLAZING COMPLIANCE CERTIFICATE

BUILDING ADDRESS: Construction By Design

PROJECT DESCRIPTION: 18 Kew Street, Gregory Hill

AREA OF BUILDING (ENTIRE OR PART): Windows & Doors Aluminium

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Rita Haddad
Company Name	Walco Aluminium
Company Address	15 Ferndell Street, South Granville
Licence Number/Owner Builder Permit Number	107963C
Contact Number	96449255
Email Address	info@walcoaluminium.com.au

hereby certify that we have completed the installation of glazing nominated below for the abovementioned building in accordance with the following Performance Standards:

- BCA 2019 Part 3.6 and 3.9.2.3; and
- Australian Standards AS1288-2021 and AS2047-2014; and
- I confirm that all external window and door glazing is installed in accordance with the approved Basix Certificate

The following **Glazing** (tick box) have been inspected following installation and have been completed in accordance with the above mentioned Standards of Performance.

~~Shower Screens~~	☐	~~Balustrades~~	☐
Door Glazing	☒	External Windows	☒
~~Roof Lights/Sky Lights~~	☐	~~Other~~	☐

I/We also certify that:

- The installation of glazing achieves a satisfactory result.
- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the approved Construction Certificate / Complying Development Certificate documentation.
- Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed: Rhaddad Name: Rita Haddad

Position: Manager Date: 20/10/22

ROOF COVERING COMPLIANCE CERTIFICATE

BUILDING ADDRESS: 18 Kew Street, Gregory Hills

PROJECT DESCRIPTION: Roofing

AREA OF BUILDING (ENTIRE OR PART): Roofing

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Ryan Harvey
Company Name	Harveys Metal Roofing Pty Ltd
Licence Number	284645C

hereby certify that roof covering construction installed at the abovementioned project has been installed to the following Performance Standards

- BCA 2019 Part 3.5.1 and 3.5.2; and
- Australian Standards AS1562.1-2018, AS 2049-2002 & AS 2050-2018

I/We also confirm that:

- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the Construction Certificate / Complying Development approval documentation.
- Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed: [signature] Name: Ryan Harvey.

Position: Director Date: 24.10.22

AIR CONDITIONING COMPLIANCE CERTIFICATE

BUILDING ADDRESS:	**18 Kew Street, Gregory Hills NSW 2557**
PROJECT DESCRIPTION:	**Detached Dual Occupancy**
AREA OF BUILDING (ENTIRE OR PART):	**Entire**

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Jean-Paul Jaitani
Company Name	Jaicon Air
Company Address	74a Lackey Street Merrylands NSW 2160
Licence Number	308425C
Contact Number	0405 009 658
Email Address	info@jaiconair.com

certify that the air conditioning systems have been inspected during construction and have been installed to the following Performance Standards

- Australian Standards AS 1668 Part 2-2012; and
- Basix Certificate and commitments forming part of the Construction Certificate / Complying Development Certificate approval. Specifically that the air conditioning system achieves the performance requirements in accordance with the approved Basix Certificate.

I/We also confirm that:

- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the Construction Certificate/Complying Development approval documentation.
- Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed:		Name:	Jean-Paul Jaitani
Position:	Company Director	Date:	10th October 2022

ELECTRICAL COMPLIANCE CERTIFICATE

BUILDING ADDRESS:	18 Kew street, Gregory Hills
PROJECT DESCRIPTION:	New house
AREA OF BUILDING (ENTIRE OR PART):	Entire

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Alexander Rolfe
Company Name	AJR electrical & data
Company Address	Finlayson street south Wentworthville
Licence Number	281891c
Contact Number	0452558481
Email Address	info@ajrelectricaldata.com

hereby certify that we have completed the installation of the electrical works for the abovementioned building in accordance with the following Performance Standards:

- Australian Standards AS 3000-2018; and
- BCA 2019 Part 3.8.4.3
- Basix Certificate and commitments forming part of the approval. Primarily the light fixtures achieve compliance with the approved Basix Certificate.

I/We also certify that:

- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the approved Complying Development /Construction Certificate documentation.

Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed:		Name:	Alexander Rolfe
Position:	Director	Date:	10/10/2022

GLAZING CERTIFICATE

Supply and installation of Semi Frameless Shower Screens have been properly implemented and in accordance with the Australian Standards AS1288-2006.

Identification of Building Location:
18 Kew Street
Gregory Hills

Particulars of Building: Semi Frameless Shower Screens

Date of Installation: 20/09/2022



Date: 10/10/2022

ABN 87 168 502 458
120 Jedda Road Prestons, NSW 2170 | Phone: 02 9825 9080
info@glasswarehouse.com.au www.glasswarehouse.com.au

NSW GOVERNMENT Fair Trading

Owner's Copy

Serial No. E266839

CERTIFICATE OF COMPLIANCE
- for Plumbing and Drainage Work

Please supply requested information correct and neatly

PROPERTY & OWNERS DETAILS

House	Street	Suburb	Postcode
18	Kew	GREGORY HILLS	2557

Lot No	SP No	DP or PDP	Nearest Cross Street
2		1243136	

Owner's Name	Full Address

LICENCEE'S DETAILS

Full Name	Address for Notices
Paul Buttigieg	55 Clark road LONDONDERRY NSW 2753

Phone No.	Qualified Supervisor No.	Expiry Date
0415169321		

Licence No.	Licence No.
29641C	04/03/2025

WORK OF WATER SUPPLY

Give full Description of Work to be carried out

- [x] Install Water Supply
- [ ] Install Irrigation System
- [ ] On-site Alternative Water Services
- [ ] Install/Commission/Maintenance of Thermostatic Mixing Valve
- [x] Connection to water supply
- [ ] Install, alter, disconnect or remove a backflow prevention device
- [ ] Other

PLUMBING WORK TO COMPLY WITH [x] **PCA DTS** [ ] **PERFORMANCE** [ ] **COMBINED**

WORK OF SANITARY PLUMBING/DRAINAGE AND SUPPLY DRAINAGE PLAN

Give full Description of Work to be carried out

- [x] Carry out work of sanitary plumbing/drainage
- [x] Connection to Sewer
- [ ] Sewer Disconnection
- [ ] Carry out Trade Waste
- [ ] Other

DRAINAGE WORK TO COMPLY WITH [x] **PCA DTS** [ ] **PERFORMANCE** [ ] **COMBINED**

SEWERAGE/WATER SERVICE INSPECTION FEE

Date Fee Paid	Date of Commencement of Work	Estimate Date of Completion
4/02/2022	7/02/2022	6/02/2023

Amount	Reference No:	Work Completed On:
330	AE202200419	07/10/2022

I Paul Buttigieg, 29641C certify the following matters for submission to the Regulator:

a) I am the responsible person as that defined in the Plumbing and Drainage Act 2011. That is, I am the holder of the relevant contractor licence or supervisor certificate.

b) The work was carried out by or under the supervision of me as the responsible person.

c) Where required by section 11 of the Plumbing and Drainage Act 2011, I have given written notice of any identified pre-existing defective plumbing and/or drainage work Yes N/A [x]

d) The work is code compliant in that it complies with the Plumbing Code of Australia and any other standard prescribed by the regulations.

e) If any defect is found to be carried out by me within a period of two (2) years or within the time specified by the Regulator, from the date of the final inspection, and the Regulator certifies by written notice that in their opinion the defect is due to fault workmanship or defective materials, then I undertake to rectify such work at my sole expense, if directed by the Regulator within time specified by the Regulator.

VIBRATION CERTIFICATE FOR CONCRETE SLAB

INSTALLATION REPORT

JOB ADDRESS: 18 Kew Street, Gregory Hills
DEVELOPMENT APPLICATION NO:
CONSTRUCTION CERTIFICATE APPLICATION NO:
COMPLYING DEVELOPMENT CERTICIATE NO:

I, Pasquale Rositano OF Sonic Building Services

LICENENCE NO: 221325C

Hereby certify that the concrete slab inspected during construction and has been completed to the following Performance Standards

- BCA 2019 Part 3.7.5;
- Australian Standards AS 3786-2014 & AS 3000-2018; and
- The slab has been designed and constructed so that any cracks passing through the slab or footings do not exceed 1mm in width through the depth of the slab.
- Furthermore, all interfaces between the penetrations and slab or footing have been provided with a termite barrier system integrated with the slab.

Date of vibration of slab:
Comments/Notes: 11th FEB 2022.

Contact No: (Mobile) 0418868008
(Work) **(Fax)**

Signature **Date: 10.10.2022**

CONCRETE & REINFORCING COMPLIANCE CERTIFICATE

BUILDING ADDRESS:	**18 Kew Street, Gregory Hills**
BUILDING DESCRIPTION:	
AREA OF BUILDING (ENTIRE OR PART)	

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Pasquale Rositano
Company Name	Sonic Building Services
Company Address	279 Grose Vale Road, Grose Vale
Licence Number	221325C

hereby certify that the concrete and reinforcing members have been inspected during the course of construction and have been completed in accordance with the following Performance Standards:

- BCA 2019 Part 3.2.3; and
- Australian Standards AS 2870-2011 and AS 3600-2018

I/We also confirm that:

- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards reference above.
- I certify that the monolithic concrete slab has been thoroughly compacted to ensure maximum density and strength to eliminate all voids and constructed so that any cracks passing through the slab or footing do not exceed 1mm in width through the depth of the slab.
- I have completed the abovementioned works in accordance the Construction Certificate/Complying Development approval documentation.
- Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed:		Name:	Pasquale Rositano
Position:	Director	Date:	10/10/22

SALINITY COMPLIANCE CERTIFICATE

BUILDING ADDRESS:	**18 Kew Street, Gregory Hills**
PROJECT DESCRIPTION:	
AREA OF BUILDING (ENTIRE OR PART)	

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;
I/We (Details Below)

Name	Pasquale Rositano
Company Name	Sonic Building Services
Licence Number	221325C

hereby certify that the building which was constructed in a saline environment has been provided with the following:

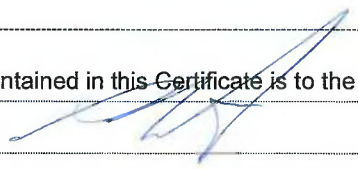
Salinity Protection Measures	Tick box
A high impact damp proof membrane was laid under the slab as per Part 3.2.2.6 of the 2019 BCA	√
Provided a Class 32 MPa (N32) concrete was used	√
Damp proof course consists of polyethylene or polyethylene coated metal & be correctly placed; (NSW BCA 3.3.4.4)	√
Exposure class masonry units were used below the damp proof course level. (Clause 3.3.1.5(b) & Table 3.3.1.1 of the BCA)	√
Appropriate mortar and mixing ratio was used with the exposure class masonry units; (Clause 3.3.1.6 of the BCA)	√

I/We also certify that:

- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the approved Construction Certificate / Complying Development Certificate approval documentation.

Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed:		Name:	Pasquale Rositano
Position:	Director	Date:	10/10/22

SMOKE ALARM COMPLIANCE CERTIFICATE

BUILDING NAME: 18 kew street, Gregory Hills

PROJECT DESCRIPTION: 240v smoke detectors as per AS3000

AREA OF BUILDING (ENTIRE OR PART): Entire

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;
I/We (Details Below)

Name	Alexander Rolfe
Company Name	AJR electrical & data
Company Address	Finlayson street south Wentworthville
Licence Number	281891c
Contact Number	0452558481
Email Address	info@ajrelectricaldata.com

Hereby certify that the smoke alarms have been inspected during construction and have been installed to the following Performance Standards

- BCA 2019 Part 3.7.5;
- Australian Standards AS 3786-2014 & AS 3000-2018; and

I/We also confirm that:

- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.

- I have completed the above mentioned installation in accordance with the approved Construction Certificate / Complying Development Certificate approval documentation.

- Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed:  Name: Alexander Rolfe

Position: Director Date: 10/10/2022

Certificate of Installation of Subterranean Termite Management System or Termite Treatment

Rentokil
The Experts in Pest Control

Certificate of Installation of Subterranean Termite Management System

In accordance with AS 3660.1 (as amended) Termite Management - New Building Work and/or AS3660.2 (as amended) Termite Management - In and Around Existing Buildings and Structures

This is to certify that the structure in the areas specified in this certificate (site plan included) has had a Termite Management System(s) installed (type specified) in accordance with AS3660.1 and/or AS3660.2 and Rentokil Pest Control Specifications

Name of owner/builder: Construction by Design Telephone: 0423 841 380 Date: 10/02/2022

Treatment Site Address: 18 KEW STREET GREGORY HILLS 2557

Rentokil Branch Office: Unit A1 3-29 Birnie Avenue Telephone:1300 855 822 Email: termite-au@rentokil.com

☒ AS3660.1 Termite Management - New building work and/or ☐ AS3660.2 Termite Management - Existing buildings

TYPE OF TREATMENT APPLIED:

Termite Management System 22 pipes

Nest Eradication Type of Proprietary System/s Used: homeguard

☐ Direct ☐ Indirect Manufacturer Label Service Life Expected: 50 years

AREA/S COVERED BY THIS CERTIFICATE:

Full Under Concrete Slab (m²):		Date of Installation:
External Perimeter only (L/M):		Date of Installation:
External and Internal Perimeter (L/M):		Date of Installation:
Subfloor:		Date of Installation:
Penetrations Only (No.): 22 pipes		Date of Installation: 10 02 22
Internal Cavity Perimeter & Penetrations (L/M):	No. Penetrations:	Date of Installation:
Reticulation charge up only (L):		Date of Installation:

The above treatment is complete ☐ / partial ☒
If the treatment is not complete further work may be required as partial treatments are not effective and may allow undetected Termite entry. See limitations.

All systems integrated with each other: Yes ☒ No ☐

Concrete slab forms part of Termite Management System: Yes ☒ No ☐ (Please see note below)
If the above treatment is integrated with the concrete then the concrete forms an integral part of the termite management system to this structure. In this case the builder must ask for a Certificate from the concreter that the concrete has been poured in accordance with AS2870 and amendments.

TERMITICIDE LIQUID BARRIER/TREATMENT SPECIFICATIONS:

Termiticide Used:	Active Constituent:	Active Constituent %:
Concentration Rate:	mLs/L:	Batch#:
Total Volume Used:	Service Life (Manufacturer Label):	
Reticulation System:	Maximum Pressure Applied:	
Volume Required Per Point:		
Installers Name: Robert Anning	Installers PC License No: 5097893	
Installers Signature:	Date: 10/02/2022	on behalf of Rentokil Initial.

Limitations that apply to the above installation are:

On behalf of Rentokil Initial Pty Ltd ABN 98 000 034 597

Please read the **Important Information** listed on the back of this certificate, which form part of this certificate.

CONTRACT NO: 128518

PLEASE TURNOVER TO SEE REAR

Certificate of Installation of Subterranean Termite Management System or Termite Treatment

Rentokil
The Experts in Pest Control

Certificate of Installation of Subterranean Termite Management System

In accordance with AS 3660.1 (as amended) Termite Management - New Building Work and/or AS3660.2 (as amended) Termite Management - In and Around Existing Buildings and Structures

This is to certify that the structure in the areas specified in this certificate (site plan included) has had a Termite Management System(s) installed (type specified) in accordance with AS3660.1 and/or AS3660.2 and Rentokil Pest Control Specifications

Name of owner/builder: Construction by Design Telephone: 0423 841 380 Date: 22/02/2022

Treatment Site Address: 18 KEW STREET GREGORY HILLS 2557

Rentokil Branch Office: Unit A1 3-29 Birnie Avenue Telephone:1300 855 822 Email: termite-au@rentokil.com

☒ AS3660.1 Termite Management - New building work and/or ☐ AS3660.2 Termite Management - Existing buildings

TYPE OF TREATMENT APPLIED:

Termite Management System

Nest Eradication Type of Proprietary System/s Used: **Homeguard**

☐ Direct ☐ Indirect Manufacturer Label Service Life Expected: **50 years**

AREA/S COVERED BY THIS CERTIFICATE:

Full Under Concrete Slab (m²):		Date of Installation:
External Perimeter only (L/M):		Date of Installation:
External and Internal Perimeter (L/M): 88 m HG perimeter batch Sep 2021		Date of Installation: 22/2/22
Subfloor:		Date of Installation:
Penetrations Only (No.):		Date of Installation:
Internal Cavity Perimeter & Penetrations (L/M):	No. Penetrations:	Date of Installation:
Reticulation charge up only (L):		Date of Installation:

The above treatment is complete ☒ / partial ☐
If the treatment is not complete further work may be required as partial treatments are not effective and may allow undetected Termite entry. See limitations.

All systems integrated with each other: Yes ☒ No ☐

Concrete slab forms part of Termite Management System: Yes ☒ No ☐ **(Please see note below)**
If the above treatment is integrated with the concrete then the concrete forms an integral part of the termite management system to this structure. In this case the builder must ask for a Certificate from the concreter that the concrete has been poured in accordance with AS2870 and amendments.

TERMITICIDE LIQUID BARRIER/TREATMENT SPECIFICATIONS:

Termiticide Used:	Active Constituent:	Active Constituent %:
Concentration Rate:	mLs/L:	Batch#:
Total Volume Used:	Service Life (Manufacturer Label):	
Reticulation System:	Maximum Pressure Applied:	
Volume Required Per Point:		
Installers Name: Milad Semaan	Installers PC License No: 5073425	
Installers Signature:	Date: 22/02/2022	on behalf of Rentokil Initial.

Limitations that apply to the above installation are:
On behalf of Rentokil Initial Pty Ltd ABN 98 000 034 597

Please read the **Important Information** listed on the back of this certificate, which form part of this certificate.
CONTRACT NO: 128518

PLEASE TURNOVER TO SEE REAR

Certificate of Installation of Subterranean Termite Management System or Termite Treatment

Rentokil
The Experts in Pest Control

IMPORTANT INFORMATION

This is a certificate of Installation of a Termite Management System installed in accordance with AS 3660.1 as amended Termite Management (New Building Work) and /or AS 3660.2 as amended Termite Management (Existing Buildings and Structures). Reference to these standards in this certificate includes any Australian Standard concerning Termite Management issued as a variation or replacement of those standards.

1. This certificate is issued by the Rentokil Group company named in this document (Rentokil) subject to the limitations noted in this document.

2. This certificate is issued for the benefit of the Customer named in this document including for use by that Customer in dealings with purchasers of building or domestic fixtures only. Rentokil does not accept liability to any other party placed on this certificate by any other party.

3. Unless otherwise agreed by Rentokil, this certificate will only be issued when full payment has been received for all amounts owed to Rentokil. No warranty or other obligation will be accepted by Rentokil until it has received full payment for all amounts owed to it in connection with the installation or treatment.

4. This certificate should be read in conjunction with the terms and conditions applicable to the installation of the Termite Management System or treatment and subsequent termite inspection reports conducted by Rentokil in relation to the building or property.

5. A reference to termites, termite management or termite control refers to subterranean termites only.

6. Rentokil is the installer of the Termite Management System or has undertaken the treatment described in this document and to the best of its knowledge all the components or chemicals used, installation has been undertaken in accordance with AS 3660 as described in this document, the Customer's instructions, the requirements and manufacturer's instructions of any recommended termiticide and application method.

7. Where the termite barrier comprises chemical reticulation system in a partial installation and not a complete and continuous barrier (such as commonly referred to as "top hats"), it is possible that termites will bridge or breach the barrier in those cases more regular termite inspections in accordance with AS 3660 additional treatments, and/or a mechanical barrier may be necessary to manage the risk of termite infestation.

IMPORTANT INFORMATION FOR THE ONGOING OPERATION and MAINTENANCE OF A TERMITE MANAGEMENT SYSTEM or TREATMENT

8. The following information is important to understanding the operation, integrity and ongoing maintenance requirements relevant to a Termite Management System and it should help customers who are considering alternative methods of termite control.

   a. The purpose of a termite management system is to protect concealed entry by subterranean termites into a building. The operation of a termite management system is predicated on termites finding their way to a food source which is then discovered and eliminated by a termite inspection. The effectiveness of the installation therefore is dependent on the provision of a complete termite management system in accordance with AS 3660 using approved termiticides and products. If the System is disturbed, damaged or partially removed or not maintained then concealed entry by termites is possible. No warranty given that the System will prevent termite damage.

   b. Where the Customer is a builder the Customer is responsible for ensuring whether the System will operate in accordance with AS 3660 in relation to the proposed building design and building materials.

   c. Installation of a Termite Management System in accordance with AS 3660.1 requires installation of the components of the System at specific and early stage of construction. Where a concrete slab forms an integral part of the Termite Management System under AS 3660.1 the Customer is responsible for ensuring that the slab meets the requirements of AS 2870.

   d. Termites can enter via cracks and voids as small as 0.8mm and can travel over, through and need to be treated, sealed or repaired to ensure other areas are maintained.

   e. Annual and if termite risk is heightened more frequent visual termite inspections of the building and surrounding area by a competent termite inspector are crucial to prevent lapsing the risk of termite damage. Termite inspections are visual inspections and when undertaken in accordance with AS 3660 they increase the likelihood of detecting termites and enabling the building owner to implement early remedial action. When undertaken by Rentokil, this will enable us to take advantage of opportunities to remove conditions conducive to termite infestation including untreated timbers, poor drainage and ventilation as well as perform maintenance.

   f. The Customer must have property prepared for the site before the proposed installation date so that the site complies with the requirements of AS 3660.1 including having the final level for termite barrier on the site. Where an expansion control joint edge is designed to form part of the System, at least 75mm of that edge must remain exposed.

   g. The Customer is responsible for ensuring that no component of the System is tampered with or disturbed after installation by any person including without limitation removed, cut, perforated or damaged during construction of the building or any landscaping undertaken in connection with the building. Rentokil is not responsible for any damage or change to the installed System occurring after Rentokil has completed its installation activities.

   h. A reticulation system must be charged, have chemicals pumped through the System on completion of the building construction and landscaping.

   i. The efficacy of a termite management system or treatment depends upon the building owner ensuring that it is properly maintained and not bridged or breached. "Bridging" means the termites pass over or around the barrier or protected zone. A Termite Management System is "breached" if the barrier physical barrier or the chemical barrier has a break or gap. This can happen when installing garden beds, lawn or other landscaping or building work including renovations or extension or as a result of flooding. Do not drench the treated zone or system components without consulting Rentokil.

   j. The Customer is responsible for ensuring the building owner is aware:

      i. of the need for ongoing termite inspections annually or as recommended by Rentokil as an integral part of term to cover for the property;

      ii. the ongoing maintenance obligations for the System as well as the need to protect components including part of bait stations from damage or disturbance;

      iii. chemical barrier and treated zones degrade over time and will need to be replaced;

      iv. reticulation systems need to be serviced annually, primarily to maintain pressure for proper operation of the system and to check for faults and ensure the chemical barrier is replenished by keeping the termiticide chemical which forms a continuous treated zone around the structure and components such as pipes. They should contact RPC to arrange for the system to be checked, serviced or repaired; and

      v. that termite management systems will be rendered ineffective if they are bridged or breached. Owners should contact Rentokil before they undertake any renovation or extensions or changes to the building or landscaping in the vicinity of footings and immediately if they see any evidence of termite activity. Do not drench the treated zone.

9. Manufacturers warranties: Some manufacturers of the chemical or components forming part of the System or treatment provide a limited warranty or indemnity to their product. These warranties are subject to their own terms and conditions, limitation and exclusions. Customers are advised to consult the website of the manufacturer for the information. Rentokil does not endorse these warranties or confirm the availability of any claim in connection with the System unless confirmed in writing by Rentokil. The building owner is responsible for compliance with warranty terms, including the ongoing application of product warranty, including undertaking bait inspections and other maintenance obligations.

10. Entire Agreement: This certificate forms part of the agreement between the parties in relation to pest control services and together with the agreement for installation of the System contain the entire agreement between them as to its subject matter. To the extent permitted by law Rentokil expressly excludes all warranties, guarantees, representations and conditions except as may be made by RPC to the Customer in writing.

11. Liability: To the extent permitted by law:

   a. RPC will not be liable for any loss of profits or revenue, loss of business, wasted expenditure or any form of indirect or consequential loss arising out of or in connection with this certificate, the supply, installation or use of any services, equipment or goods.

   b. Where a claim is made for a guarantee or warranty under the Australian Consumer Law, Rentokil's total aggregate liability to the Customer under or in relation to this agreement including in contract, negligence, tort or any other common law or statutory right is limited at Rentokil's option to:

      i. in relation to claims relating to services, the re-supply of the services or the cost of re-supply of the services; or

      ii. in relation to claims relating to goods, the re-supply of the goods or the cost of re-supply of the goods.

   c. In all other circumstances, the liability of Rentokil to the Customer (including in contract, negligence, tort or any common law or statutory right) under this agreement will not exceed the fees received by RPC from the Customer pursuant to this agreement.

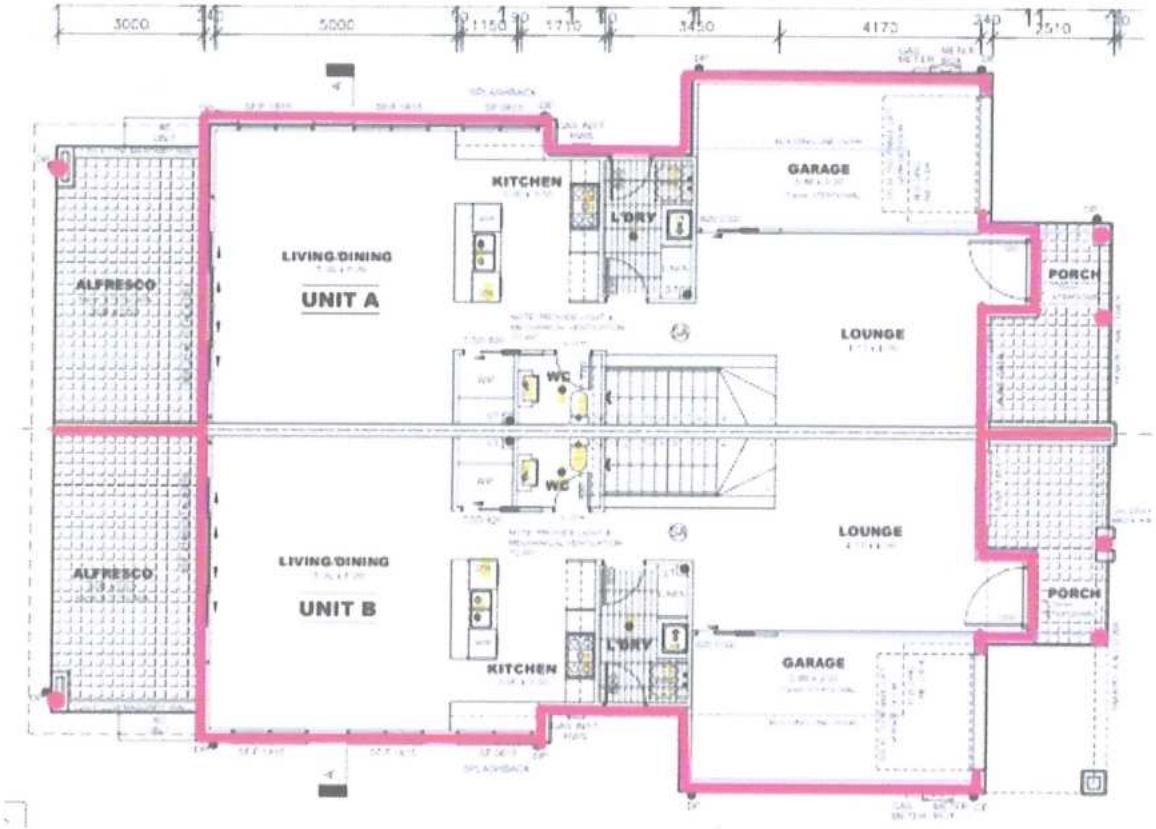
12. General: This certificate is governed by the laws of the State or Territory where the Services are being provided to the Customer and the parties submit to the jurisdiction of the courts of that State or Territory.

Certificate of Installation of Subterranean Termite Management System or Termite Treatment

Rentokil
The Experts in Pest Control

PROPERTY PLAN (NOT TO SCALE)

Diagram showing the location of the installed barrier(s). The direction of North is indicated by the ↑ symbol



SPECIFIC LIMITATIONS APPLYING TO THIS INSTALLATION

Further Treatment Required to Existing Building:

☐ No Limitations Apply

Customer Signature N/A

Contract No: 128518

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ALDRIDGE

Aldridge Corporation Australia Pty Ltd

High Performance Membranes

Unit 18/38 Powers Road, Seven Hills NSW 2147

Product Warranty

For the Waterproofing Membrane System' as used at

Site:	18 Kew Street Gregory Hills NSW
Project:	Waterproofing
In the following areas:	Bathrooms, Balconies
Supplier:	Aldridge Corporation Australia Pty Ltd Australia P/L
Material:	HPM Products

All work has been carried out to Australian standards AS3740-2010 - AS/NZS2904-1995 – AS2870-2011 – AS4858-2004 – AS4654.1:2012 and AS 4654-2012 Parts 1&2 complying with the building code of Australia and ABSAC technical opinion No. 157 and BCA 2019 F1.7, BCA 3.8.1 and Manufacturer's specifications

This system is guaranteed to maintain its waterproofing integrity when installed to Manufacturer's written specification for Six years from date of installation.
Warranty excludes damage to the membrane from building structure movement, damage by other parties, hairline cracking, excess head of pressure.

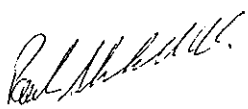
Limitations: The only recourse to you, in case of any defect in the product, is repair or replacement of the parts, as specified above. We will not be liable for any consequential damages or inability to use the product. The cost of the repair or replacement shall not be higher than the purchase price of the product, excluding tax, shipping, and installation charges. By installing and using the product, the user accepts the terms and conditions described herein.

This installation was carried out by
All Seasons Waterproofing Australia Pty Ltd- License no-285766C

Address: Unit 18/38 Powers Road, Seven Hills, NSW 2147
Issued On: 3/8/2022 in accordance with the manufacturer's specification.

This warranty is valid only when all above details are completed. See back of page for warranty conditions

Client: Construction By Design
Client Signature:
Signed: **Paul Aldridge**



Warranty Guidelines

Aldridge Corporation Australia Pty Ltd will guarantee the performance of membranes stated for a period of Six years, subject to the following conditions.

The product must be used strictly in accordance with the manufacturer's directions and only for its intended application.

The building must conform to the relevant local and national building authority's code and must be structurally sound.

The tiling installation must conform to the relevant Australian Standard for Tiling Practice (as per AS3958.1-1991). The waterproofing installation must conform to the relevant Australian Standard for Waterproofing (as per AS3740-2004). And AS4654.2-2009

Aldridge Corporation Australia Pty Ltd has procedures put in place for warranties, QA on all jobs must be prepared please allow the following, Photo Id of substrate, bond breaker, primer, first coat, second coat, water test. This must be completed and submitted to comply with warranty statement.

Aldridge Corporation Australia Pty Ltd will not be responsible for any handrails/screens been fitted after the membrane has been applied, this will valid your warranty, (direct stick is not recommended) a cement bed must be laid with a slip sheet. All shower and door angles must comply with Australia standards, if any tiles or angles are removed from first insulation, this will valid your warranty. All external walls forming part of an internal wall must be membraned

Aldridge Corporation Australia Pty Ltd will not be responsible for any product which is applied or used otherwise than in strict accordance with the specifications and directions or which is applied or used otherwise than by an authorized applicator. Refer to Technical Data Sheet on the Product.

Aldridge Corporation Australia Pty Ltd reserves the right to inspect any alleged failure prior to any tampering therewith and will not accept any responsibility unless the company is offered the opportunity to inspect the alleged failure and is given reasonable time to answer such claims.

All Material/ Application Warranties will be null & void if full payment is not made to All Seasons Waterproofing Australia Pty Ltd./Aldridge Corporation Australia Pty Ltd Australia Pty Ltd

Yours faithfully
Aldridge Corporation Australia Pty Ltd

Maintenance Manual for Exposed Membranes -to be undertaken by the Building Manager

- Inspection must be done twice yearly at 6 monthly intervals (Spring and Autumn) as well as after major storms & hail events. This will ensure that the area is maintained in first class condition and provides years of satisfactory service. A maintenance record needs to be kept confirming compliance with this requirement. Failure to perform the 6 monthly inspections and failure to log these will void the warranty.
- Ensure safe access can be gained to the work area and that relevant health and safety procedures are followed.
- Clean before inspection. Clean all debris from the surface of the exposed membrane. This includes debris that has gathered behind air conditioning units, lift rooms, pipes and any other exposed membrane penetrations. Debris (dirt, grime, road grime and pollution, hydrocarbon exhaust emissions, salts, water way salts) tends to hold water and their dissolved debris - this when combined with UV will expedite membrane deterioration.
- Remove obstructions or make good anything that impedes swift water drainage. Sharp or penetrating objects such as nails, screws, glass, metal, etc. must be removed as soon as possible. Corrosive substances and chemicals such as bird droppings, nitrates or pot plant fertilizers, hard water deposits, tree plant secretions and other harmful substances should be cleaned as soon as possible.
- For cleaning, a mild dishwashing detergent wash is suggested, provided the surface is not supplying and potable water. Use a reputable 'liquid sugar soap' detergent diluted as for painted surface washing, in conjunction with mild water pressure rinsing. Use a soft bristled broom or brush when applying the mild dishwashing detergent and rinse thoroughly with potable water. Rinse thoroughly. A maintenance record needs to be kept confirming compliance with this requirement. Failure to perform the 6 monthly cleaning and failure to log these will void the warranty.
- Examine areas around doorways looking for punctures and cracks caused by foot traffic wear or damage from the transport of goods.
- Check around structures that penetrate the surface such as air conditioning units, antennae structures and pipes. If additional installations of equipment occur over time and which involve penetrations through the membrane, please notify the original waterproof membrane installer or the manufacturer then a qualified contractor must be engaged to make good the waterproofing. Failure to do so will void the warranty.
- Check all flashings and make sure that they are secure and have not deteriorated, and there are no holes or cracks in them. Check any pressure seals at parapet walls for deterioration, looseness or sealant cracking. Repair any major blisters, but do not step on them. Keep all gutters free of debris. Make sure that the downpipes are draining properly by water testing them. Trim back/ remove any overhanging tree branches vegetation or obstructions blocking drainage of exposed surfaces.
- Check all caulking and sealants on flashings and copings. Scrape and remove any sealant that is weather cracked and damaged and replace - re-apply with a polyurethane sealant. These works need to be performed by the original waterproof installer or a contractor recommended by the manufacturer. Clean the area thoroughly. Use a wire brush if necessary.
- Check the mortar on any parapet walls, both in between bricks, renders and on top. If it is damaged or deteriorated, have it repaired. Application over an already installed waterproofing membrane of tiles, screeds, pebbles, coatings, carpet grass, planter pots and mats may have a range of serious effects on the membrane, from impeding water drainage and physical damage, through to encouraging fungal and bacteria degradation, or even chemical degradation. Consult the waterproofing contractor or product manufacturer about such installations.
- No materials, furniture, pebbles, plants, pots, soils, machinery, equipment, chemicals, oils, solvents etc or the like are to be stored over the waterproof membrane. Failure to adhere to this will result in the warranty being voided.
- Ensure all air conditioning units are fitted with rubber support feet to prevent damage to the membrane
- Any rusted metal fittings or brackets are removed or replaced.

- In general - it is the building manager's responsibility to inform the waterproof installer or waterproof manufacturer immediately of any non-performance, defect, leak, surface bubbling, tear, breakage, failure et.al and the like immediately upon discovery to allow for the repair/ replacement of the affected area. Failure to do so will void warranty.
- Pot plants are fitted with pot feet, to avoid dirt and grime building up underneath.
- Ensure any furniture is set up and used in such a way that it does not damage the membrane.
- Ensure that the area does not become a storage area as such items may damage the membrane with time by interfering with drainage, chemical breakdown or by encouraging algae and fungi, e.g., storage of cleaning chemicals, solvents & oils, timber etc ...

Req:R129194 /Doc:DP 1243136 P /Rev:16-Feb-2023 /NSW LRS /Prt:17-Feb-2023 03:30 /Seq:1 of 4
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M.G.A. SCIMS

STREET — DP 1188124 — 6098 — 8036 — 8037 — DP 1208219

RMDH&W'S FD. 86°22'30" 3.85 & 11.85 (DP 1188124)

13°21'25" 5.36

103°21'25" 30

6099

CH. 20°46'15" 27.72

14° 23' 15" 12.5

15° 20' 25" 2.365

SSM 191829 FD. (EST'D.) "X"

RMDH&W'S FD. 170°04'55" 3.605 & 169°20' 11.155 (DP 1208219)

8035 DP 1208219

[N] [M] 7.705 0.99

118°11'05" 37.44

(14.8 WIDE & VAR.)

40°51'40" 25.595

CH. 54°08' 19.78

RMDH&W'S FD. 118°11'05" 3.57 & 11.14 (DP 1188124)

28°11'05" 6.105

25° 18' 50" 8.51

[M] SEE DIAGRAM

1 310.1 m²

118°11'05" 35.675

255°58'30" 19.98

RMDH&W'S FD. 169°41'55" 5.305 & RM SSM 191829 FD. 169°41'55" 14.755 (DP 1208219)

RMDH&W 262°09'40" 4.445

8020

6101

118°11'05" 30

2 301.4 m²

35.25 118°11'05"

208°11'05" 10.005

5

8.5

05"

6102

DP 1208219

8033

RMDH&W 297°25' 3.615

8019

SPITZER STREET

51°25'10" 92.23

8032

8001

8031

8018

8002

8030

8017

RMDH&W'S FD. 120°00' 3.595 & 11.125 (DP 1208219)

207°10'58" 132.544 MGA GROUND
207°10'58" 132.55 BY SURVEY

11'

75.8

49.92

208°

SSM 177058 FD. (EST'D.)

ATLANTIS CRESCENT

8029

8016

KEW STREET

122°21'28" 79.781 MGA GROUND
122°21'30" 79.78 BY SURVEY

255°16'05" 4.085

RMDH&W'S FD. 345°48'20" 3.735 (DP 1208219)

122°21'10" 14.84

RMDH&W'S FD. 122°21'10" 3.59 & 11.29 (DP 1208219)

SP 94710

SSM 191828 FD. (EST'D.) "Y"

[M] EASEMENT FOR SUPPORT 1.4 WIDE (DP 1208219)
[N] EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1188124)

[A1] CENTRE OF BRICK PARTY WALL 0.35 WIDE
[A2] CENTRE OF BRICK PARTY WALL 0.27 WIDE
[A3] CENTRE OF BRICK PARTY WALL 0.48 WIDE

WFW - WESTERN FACE CONCRETE BLOCK WALL
MPF - RECENT METAL PANEL FENCE

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 177058	294602.940	6231906.553	C	-	SCIMS	FOUND
SSM 191828	294670.339	6231863.850	C	-	SCIMS	FOUND
SSM 191829	294730.895	6231981.767	C	-	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 6-7-2022 MGA ZONE: 56 MGA DATUM: GDA2020 COMBINED SCALE FACTOR: 1.000097						

DIAGRAM
SCALE: 1:250

MPF (0.08) WFW 0.92 CLR (DP 1208219) 8035 DP 1208219 [N] [M] 7.705 0.99 MPF (0.15) 15° 20' 25" 1 118°11'05" 37.44 NOT FENCED 118°11'05" 35.675 WFW 0.97 CLR (DP 1208219) [A1] (2.99) [M] 2 WFW 0.99 CLR (DP 1208219) TWO STOREY BRICK DUPLEX METAL ROOF No. 18A [A2] (16.24) TWO STOREY BRICK DUPLEX METAL ROOF No. 18B [A3] (2.62) (4.38) RMDH&W 262°09'40" 4.445 FENCED 11' 05" 8.5 MPF 35.25 118°11'05" BK. (0.205) CLR. BRICK GARAGE BK. (0.205) CLR. 8033 DP 1208219 RMDH&W 297°25' 3.615 NOT 208° 8.5 KEW STREET

SURVEYOR Name: GREGORY JOHN BOOT Date: 6/07/2022 Reference: 6459	PLAN OF SUBDIVISION OF LOT 8034 IN DP 1208219	L.G.A.: CAMDEN Locality: GREGORY HILLS Reduction Ratio 1: 400 Lengths are in metres	REGISTERED 16/02/2023	DP1243136

Req:R129194 /Doc:DP 1243136 P /Rev:16-Feb-2023 /NSW LRS /Prt:17-Feb-2
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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Registered: 16/02/2023 Office Use Only

Title System: TORRENS

Office Use Only

DP1243136

PLAN OF SUBDIVISION OF
LOT 8034 IN DP 1208219

LGA: **CAMDEN**
Locality: **GREGORY HILLS**
Parish: **NARELLAN**
County: **CUMBERLAND**

Survey Certificate

I, GREGORY JOHN BOOT

of SUMMIT GEOMATIC P/L PO BOX 7809 BAULKHAM HILLS BC

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 6/7/2022, 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: Electronically signed by me Gregory John Boot affixed by me 15/07/2022 Dated: 15/07/2022

Surveyor Identification No: SU000043

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, Michael Grasso

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: CAMDEN COUNCIL

Date of endorsement: 22/11/2022

Subdivision Certificate number: 14.2017.1798.1

File number: DA/2017/1798

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.
DP 1208219

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

Surveyor's Reference: **6459**

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

Req:R129194 /Doc:DP 1243136 P /Rev:16-Feb-2023 /NSW LRS /Prt:17-Feb-2
© Office of the Registrar-General /Src:PORTAL /Ref:lrs:eplan-eplan FO

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

Registered: 16/02/2023 Office Use Only

Office Use Only

DP1243136

PLAN OF SUBDIVISION OF
LOT 8034 IN DP 1208219

Subdivision Certificate number: 14.2017.1798.1

Date of Endorsement: 22/11/2022

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.

SSI REGULATION 2017 CLAUSE 60(c) – SCHEDULE OF STREET ADDRESSES				
Lot number	Street number	Street name	Street type	Locality
1	18A	KEW	STREET	GREGORY HILLS
2	18B	KEW	STREET	GREGORY HILLS

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND

JOANNE GEORGES

Registered Proprietor

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6459

Req:R129194 /Doc:DP 1243136 P /Rev:16-Feb-2023 /NSW LRS /Prt:17-Feb-2
© Office of the Registrar-General /Src:PORTAL /Ref:lrs:eplan-eplan FO

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

Registered: 16/02/2023 Office Use Only

Office Use Only

DP1243136

PLAN OF SUBDIVISION OF
LOT 8034 IN DP 1208219

Subdivision Certificate number: 14.2017.1798.1

Date of Endorsement: 22/11/2022

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

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorney:

Antonio Varricchio
Tier Three Attorney
The Mortgage Centre

Power of Attorney registered at
NSW Land Registry Services
Book 4299 No. 332

I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of Witness:
Name of Witness: Elizabeth Ann Barnes
Address of Witness: 25 Pierson Street LOCKLEYS SA 5032
Daytime telephone number of Witness: 1300 738 895

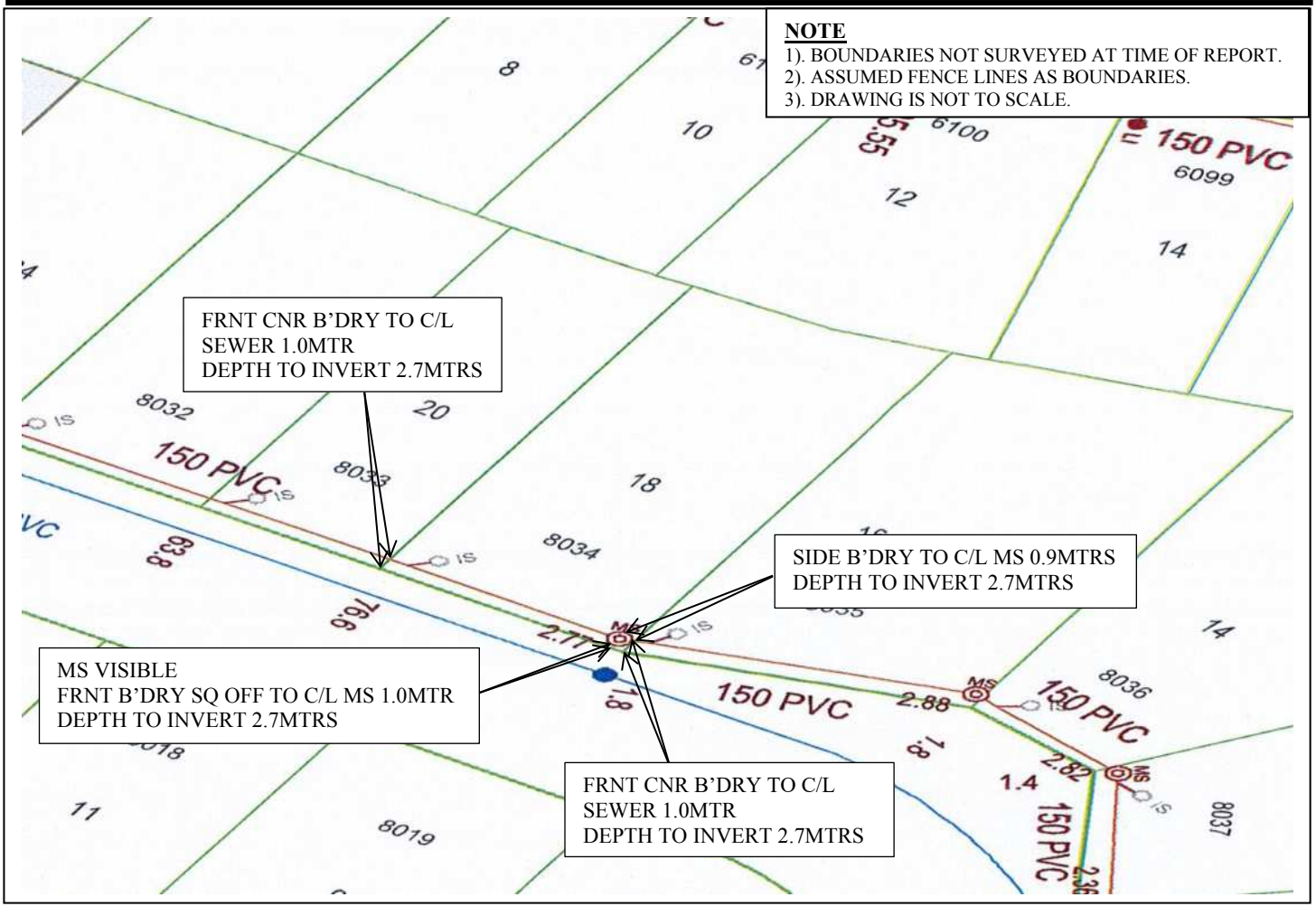
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6459

Sydney Project Management Pty Ltd T/As
BRIAN O'MARA & PARTNERS
150 Fairey Road,
South Windsor NSW 2756
Ph: 02 4577 7618
Mobile: 0414 015 870
Email: admin@brianomara.com

SERVICE PROTECTION REPORT



PROPERTY ADDRESS:- 18 Kew Street, Gregory Hills

PIPE SIZE/TYPE:	150mm PVC	**CLIENT:**	Construction By Design
STRATA TYPE:	Clay/Shale	**PHONE:**	8882 9012
METHOD:	Probing / Electronic Sonde	**EMAIL:**	nicole.m@constructionbydesign.com.au

I, Charlie Boulos of Brian O'Mara & Partners Pty Ltd, being accredited to carry out Service Protection Reports, certify that the information shown on the report is accurate and has been prepared in accordance with the relevant instructions. Accredited Sydney Water Contractor – **ABN 25 131 837 977 / LIC NO. L6371 / SUPPLIER NO. 142302**

Signed:- _____ Date of Report :- 17/05/2021

No. 1718

All communications to be addressed to:

Headquarters
15 Carter Street
Lidcombe NSW 2141

Telephone: 1300 NSW RFS
e-mail: records@rfs.nsw.gov.au

Headquarters
Locked Bag 17
Granville NSW 2142

Facsimile: 8741 5433

The General Manager
Camden Council
PO Box 183
CAMDEN NSW 2570

Your Ref: 2017/1798/1
Our Ref: D18/396
DA18012911551 EJ

ATTENTION: B Rankmore

9 February 2018

Dear Sir/Madam

Integrated Development for 8034//1208219 18 Kew Street Gregory Hills

I refer to your letter dated 22 January 2018 seeking general terms of approval for the above Integrated Development in accordance with Section 91 of the 'Environmental Planning and Assessment Act 1979'.

This response is to be deemed a bush fire safety authority as required under section 100B of the 'Rural Fires Act 1997' and is issued without any specific conditions.

For any queries regarding this correspondence please contact Emma Jensen on 1300 NSW RFS.

Yours sincerely

Nika Fomin
Manager, Planning and Environment Services (East)

The RFS has made getting information easier. For general information on 'Planning for Bush Fire Protection, 2006' , visit the RFS web page at www.rfs.nsw.gov.au and search under 'Planning for Bush Fire Protection, 2006'.

SUMMIT GEOMATIC PTY LTD
P.O. Box 7809
Baulkham Hills BC 2153

ABN: 23 519 493 925
GPO Box 15
Sydney NSW 2001
DX 17 SYDNEY
P: 02 8776 3575
W: www.nswlrs.com.au

Date: 16/2/2023

PLAN INFORMATION NOTICE

THE UNDERMENTIONED PLAN WAS REGISTERED ON 16/2/2023

PLAN NUMBER: DP1243136

YOUR REFERENCE: 6459

REGISTRAR GENERAL

ENERGY EFFICIENCY INSULATION COMPLIANCE CERTIFICATE

BUILDING ADDRESS:	**18Kew Street, Gregory Hills**
PROJECT DESCRIPTION:	
AREA OF BUILDING (ENTIRE OR PART):	

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;
I/We (Details Below)

Name	Joseph Botros
Company Name	Construction by Design
Company Address	8 Ernesta Place, Bella Vista
Licence Number	221981C
Contact Number	0416 030 332
Email Address	joseph@constructionbydesign.com.au

hereby certify that we have completed the installation of insulation for the abovementioned building in accordance with the following Performance Standards:

- BCA 2019 Part 3.12;
- Australian Standards AS4859 Part 2-2018;
- Manufacturers Specifications; and

I/We also certify that:

- The installation of insulation achieves a satisfactory result.
- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the approved Construction Certificate / Complying Development Certificate documentation.
- Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed:		Name:	Joseph Botros
Position:	Director	Date:	19.10.2022

DocuSign Envelope ID: 3B133082-2FAB-4CEF-81BC-27A41D28705C

Sydney WATER

Case No. 199923

SUBDIVIDER/DEVELOPER COMPLIANCE CERTIFICATE

(A certificate under Division 9 Section 73 of the Sydney Water Act, 1994)

DESCRIPTION OF SUBDIVISION/DEVELOPMENT				
Council	**Camden Council**			
Street	**18 KEW ST, Gregory Hills**			
Lot No	**8034**	DP **1208219**	Subdivision into **2**	Lots numbered **1 & 2**
Development	**Construction of Semi-detached Dwellings and Torrens Title Subdivision**			
NAME OF APPLICANT	**NOUVA JOINERY PTY LTD**			
APPLICANT'S ADDRESS	**C/- RMA INFRASTRUCTURE PTY LTD** **Po Box 273, PENRITH 2751**			

Sydney Water Corporation certifies that the above named applicant has complied with the requirements, relating to the plan of Subdivision/Development described above, of Division 9 of the Sydney Water Act, 1994.

THE FOLLOWING ITEMS **2** AND **5** APPLY TO LOTS **1 & 2** IN THE DEVELOPMENT/SUBDIVISION:

1. ~~Water facilities are to be provided as a result of the subdivider/developer's compliance with Sydney Water's requirements.~~
2. **Water facilities are available.**
3. ~~Water facilities cannot be provided within a reasonable time from the date of this certificate.~~
4. ~~Sewerage facilities are to be provided as a result of the subdivider/developer's compliance with Sydney Water's requirements.~~
5. **Sewerage facilities are available.**
6. ~~Sewerage facilities are under the control of the local council.~~
7. ~~Sewerage facilities cannot be provided within a reasonable time from the date of this certificate.~~
8. ~~Sydney Water's requirements for future subdivision of this dual occupancy development have NOT been met. On subdivision an additional certificate will be required.~~

Applicant Reference No. **W-11996**

Council Reference No. **1798/2017/1**
Approval date: **March 26, 2018**

Name **Leila Ishac**

Signature DocuSigned by: Leila Ishac E6CAD5DED4AE4C8...

(Approving Officer for and on behalf of Sydney Water)

Name **Chris Robinson**

Signature DocuSigned by: C.R. 98E9CF023D324BD...

(Approving Officer for and on behalf of Sydney Water)

Business Development **Head Office**

Dated: **June 21, 2022**

THIS CERTIFICATE IS ONLY VALID WHEN SIGNED BY TWO AUTHORISED SYDNEY WATER OFFICERS
A signed copy is held by Sydney Water

The original of this certificate must be presented to the appropriate consent authority, usually Council, with which the plan of subdivision/development was lodged so that you can satisfy the relevant condition of consent.

DocuSign

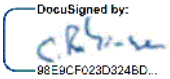
Certificate Of Completion

Envelope Id: 3B1330822FAB4CEF81BC27A41D28705C
Status: Completed
Subject: Section 73 certificate - [199923]
Source Envelope:
Document Pages: 1
Signatures: 2
Certificate Pages: 3
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

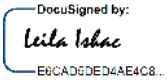
Envelope Originator:
Leila Ishac
1 Smith St
Parramatta, New South Wales 2150
LEILA.ISHAC@sydneywater.com.au
IP Address: 164.108.104.75

Record Tracking

Status: Original
21-Jun-2022 | 11:04
Holder: Leila Ishac
LEILA.ISHAC@sydneywater.com.au
Location: DocuSign

Signer Events	Signature	Timestamp
Chris Robinson christopher.robinson@sydneywater.com.au Sydney Water Corp - City Growth Security Level: Email, Account Authentication (None), Login with SSO	DocuSigned by:  98E9CF023D324BD... Signature Adoption: Uploaded Signature Image Signed by link sent to christopher.robinson@sydneywater.com.au Using IP Address: 164.108.181.75	Sent: 21-Jun-2022 | 11:05 Viewed: 21-Jun-2022 | 11:06 Signed: 21-Jun-2022 | 11:13

Electronic Record and Signature Disclosure:
Accepted: 13-Sep-2021 | 12:36
ID: 44525cb0-ba6a-43b6-bbd4-3cf965dc33e0
Company Name: Sydney Water Corp - City Growth

Leila Ishac leila.ishac@sydneywater.com.au Security Level: Email, Account Authentication (None)	DocuSigned by:  E6CAD6DED4AE4C8... Signature Adoption: Pre-selected Style Signed by link sent to leila.ishac@sydneywater.com.au Using IP Address: 164.108.104.75	Sent: 21-Jun-2022 | 11:13 Viewed: 21-Jun-2022 | 11:17 Signed: 21-Jun-2022 | 11:17

Electronic Record and Signature Disclosure:
Accepted: 07-Jun-2022 | 11:52
ID: 726a153f-fbf0-4542-979d-feb0fdd1fba7
Company Name: Sydney Water

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
RMA INFRASTRUCTURE PTY LTD steven@rmai.com.au Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 21-Jun-2022 | 11:17

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	21-Jun-2022 | 11:05
Certified Delivered	Security Checked	21-Jun-2022 | 11:17
Signing Complete	Security Checked	21-Jun-2022 | 11:17
Completed	Security Checked	21-Jun-2022 | 11:17

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Privacy

We treat your privacy seriously and in line with the NSW privacy laws. We'll collect your personal information in order to sign the attached document. To know more about how we handle your personal information, please see our privacy policy.

Records Management

We will only ever send you a link to download documents through Docusign, never the documents as an email attachment. Documents will be deleted from Docusign after one year. If you require these documents for your records you should download on completion and store in your own records management system.

At any time, you may request from us a paper copy of any record provided or made available electronically through Docusign to you by us.

Acknowledging your consent to receive and sign documents electronically

You will be provided with all information required to make an informed decision within the document for signing and any supplemental documents within the envelope. If you have questions about any of the content, there is a comment function that can be used to ensure all questions and responses are tracked.

We encourage all signatories to sign electronically. If you consent to signing electronically, select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record, or save or send this Electronic Record to a location where you can print it, for future reference and access; and
- Until or unless you notify Sydney Water as described above, you consent to receive documents for electronic signature.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements

BALUSTRADE AND HANDRAIL COMPLIANCE CERTIFICATE

BUILDING ADDRESS:	**18 Kew Street, Gregory Hills**
PROJECT DESCRIPTION:	
AREA OF BUILDING (ENTIRE OR PART):	

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Nathan Zoernlieb
Company Name	A Step Ahead
Company Address	60/37-47 Borec Road, Penrith
Licence Number	221810C
Contact Number	0403 135 713
Email Address	astepahead@optusnet.com.au

hereby certify that we have completed the installation of all balustrade and handrails for the abovementioned building in accordance with the following Performance Standards:

- BCA 2019 Part 3.9.2; and
- Australian Standards AS1170.1-2002

I/We also certify that:

- The installation of balustrades and handrails achieve a satisfactory result.
- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the approved Construction Certificate / Complying Development Certificate documentation.

Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed:		Name:	Nathan Zoernlieb
Position:	Managing Director	Date:	10.10.2022

BASIX Compliance Certificate

BASIX CERTIFICATION FORM FOR APPLICANTS/BUILDERS/PRINCIPAL CONTRACTORS.

Property address: 18 Kew Street, Gregory Hills

Property Description:

Construction or Complying Development Certificate Number:

I/We (Details Below)

Name	Joseph Botros
Company Name	Construction By Design
Company Address	8 Ernesta Place, Bella Vista 2153
Licence Number	221981C
Contact Number	02 8882 9012
Email Address	joseph@constructionbydesign.com.au

being the applicant/builder/principal contractor hereby confirm that the building work and installations relative to BASIX certificate number 1134647S is completed and the building is ready for occupation.

I hereby certify that all of the BASIX commitments made on the aforementioned BASIX Certificate have been met, all necessary fittings installed, and all necessary works completed and certified where necessary in accordance with the prescribed requirements and the approved plans and specifications.



Signature
Date: 10.10.2022

BUILDING SEALING COMPLIANCE CERTIFICATE

BUILDING ADDRESS:	**18 Kew Street, Gregory Hills**
PROJECT DESCRIPTION:	
AREA OF BUILDING (ENTIRE OR PART):	

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Joseph Botros
Company Name	Construction by Design
Company Address	11 Butler Avenue, Kellyville
Licence Number	221981C
Contact Number	0416030332
Email Address	joseph@construcyionbydesign.com.au

hereby certify that the construction of external doors, windows, roofs, floors and walls have been sealed with construction compliant with the following Performance Standards:

- BCA 2019 Part 3.12.3

I/We also confirm that:

- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the approved Construction Certificate / Complying Development Certificate documentation.

Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed:		Name:	Joseph Botros
Position:		Date:	10.10.2022

FINAL COMPLETION STATEMENT

Pursuant to the provisions of Schedule 4 in the Building Code of Australia Volume 2 (Class 1, 10 Buildings)

SITE ADDRESS 18 Kew Street, Gregory Hills

PROJECT DESCRIPTION Two Storey dwelling

DA/CC/ CDC No: Issued By: Building Certifiers

I/We (Details Below)

Name	Joseph Botros
Company Name	Construction by Design
Company Address	8 Ernesta Place, Bella Vista
Licence Number	221981C
Contact Number	0416 030 332
Email Address	joseph@constructionbydesign.com.au
Position (please circle)	Architect / Engineer / Builder /Designer /Owner / Contractor / Applicant

hereby certify: -

1. All works undertaken on the development have been carried out in a good and workmanlike manner by appropriately licensed contractors; and

2. All works undertaken comply with and satisfy the relevant Australian Standards, Building Code of Australia and all Development Consent Conditions have been satisfied; and

3. There are no variations to the building design or use of materials in contrast to those approved under the Construction Certificate or Complying Development Certificate and confirm that all works are in accordance with the approved plans and development consent; and

4. I confirm that all tread and riser dimensions for each (internal and external) stairway are constant throughout each respective stair flight and incorporate a slip resistant nosing in accordance with the BCA

I am an appropriately qualified and competent person in this area and in conjunction with other professionals and trades engaged for this project throughout the construction process and I can certify that the completed design, systems, plans/specifications provided to the Certifier have been implemented.

Signature: 

10.10.2022

Date:

COMPLIANCE CERTIFICATE – FIRE SAFETY

Issued under Section 6.16 of the Environmental Planning & Assessment Act 1979

I, Joseph Botros certify that the fire safety components for the dwelling(s)/structure(s) at:

LOT(s): DP:

Address: 18 Kew Street, Gregory Hills

Construction Certificate Application No.:

Complying Development Certificate No.:

Building Code of Australia (BCA) Classification: Class 1(a) and/or 10(a)

Have been installed to the following performance standards:

- Construction achieves an FRL of 60/60/60
- Is in accordance with the Building Code of Australia 2019, Volume 2, Part 3.7, and the applicable clause(s) 3.7.1, 3.7.2, 3.7.3 and 3.7.4.
- Design requirements forming part of the Construction Certificate/Complying Development approval.

Certified and dated this day:

Licence No: 221981C

Name: Joseph Botros

At Address: 8 Ernesta Place, Bella Vista 2153

Phone No: 0416030332

Signature: 

PLUMBING SERVICES COMPLIANCE CERTIFICATE

BUILDING ADDRESS: 18 Kew Street, Gregory Hills

BUILDING DESCRIPTION:

AREA OF BUILDING (ENTIRE OR PART)

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Paul Buttigieg
Company Name	P&J Plumbing PTY LTD
Company Address	55 Clark Road, Londonderry
Licence Number	29641C

hereby certify that we have completed the plumbing services the abovementioned building in accordance with the following Performance Standards:

- BCA 2019 Clause 3.12.5
- Australian Standards AS 3500.4-2018 & AS 3500.5-2012; and
- Basix Certificate and commitments forming part of the Construction Certificate / Complying Development Certificate approval. Specifically that the hot water system, all taps and toilets are installed in accordance with the approved Basix Certificate;
- Relevant Council DCP/LEP requirements and the DA Consent conditions

I/We also certify that testing and commissioning of the system has been conducted in accordance with AS/NZS3500 and specifically:

- Confirm the outcomes of the commissioning and testing of the plumbing services achieve a satisfactory compliant result.
- I am an appropriately qualified and licensed person and have a good working knowledge of the relevant codes and standards refernced above.
- I have completed the abovementioned works in accordance with the approved Construction Certificate / Complying Development Certificate documentation.
- Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed: 

Name: Paul Buttigieg

Position:

Date: 10.10.2022

SLIP RESISTANCE COMPLIANCE CERTIFICATE

BUILDING ADDRESS:	**18 Kew Street, Gregory Hills**
PROJECT DESCRIPTION:	
AREA OF BUILDING (ENTIRE OR PART)	

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;
I/We (Details Below)

Name	Joseph Botros
Company Name	Construction By Design
Company Address	8 Ernesta Place, Bella Vista 2153
Licence Number	221981C
Contact Number	0416 030 332
Email Address	joseph@constructionbydesign.com.au

hereby certify that we have completed the installation of the floor coverings for the abovementioned building in accordance with the following Performance Standards:

- BCA 2019 Clause 3.9.1
- Australian Standards AS 4586-2013; and
- Manufacturers Specifications and approved test reports.

Floor Covering Type	Area of Installation	Test Report No	Report Date

I/We also certify that:

- The slip resistance of the installed floor coverings achieve a satisfactory result;
- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the approved Construction Certificate / Complying Development Certificate approval documentation.
- Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed:		Name:	Joseph Botros
Position:		Date:	10.10.2022

STORMWATER DRAINAGE COMPLIANCE CERTIFICATE

BUILDING ADDRESS:	**18 Kew St, Gregory Hills**
PROJECT DESCRIPTION:	
AREA OF BUILDING (ENTIRE OR PART)	

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Paul Buttigieg
Company Name	PMJ Plumbing PTY LTD
Licence Number	29641C

hereby certify that we have inspected the stormwater drainage system during construction and confirm that the works have been completed in accordance with the following Performance Standards:

- BCA 2019 Part 3.1.3;
- Australian Standards AS 3500.3-2018 and AS 3500.5-2012;
- Basix Certificate and commitments forming part of the Complying Development Certificate approval; and
- Approved plans forming part of the Complying Development Certificate approval.

I/We also certify that:

- I also certify that the Works-As-Executed plans have been assessed to comply with the above mentioned performance standards.

- I am an appropriately qualified person having current professional indemnity insurance appropriate for the size and scope of this project and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance wtih the Construction Certificate / Complying Development approval documentation.

Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed:		Name:	Paul Buttigieg
Position:		Date:	10.10.2022

TIMBER FRAME COMPLIANCE CERTIFICATE

BUILDING ADDRESS:	**18 Kew Street, Gregory Hills**
PROJECT DESCRIPTION:	
AREA OF BUILDING (ENTIRE OR PART):	

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Joseph Botros
Company Name	Construction by Design
Company Address	8 Ernesta Place, Bella Vista
Licence Number	221981C
Contact Number	0416 030 332
Email Address	joseph@constructionbydesign.com.au

Hereby confirm: -

That the **Timber Framed Elements** installed/constructed in the building (Building Work element) project comply with:

a) The relevant clauses of the 2019 Building Code of Australia, Part 3.4.3 Timber Framing.

b) The architectural/services/structural plans and specifications approved by the Registered Certifier and released for construction.

c) The relevant Australian Standards listed in the Building Code of Australia

(Part 1.4, Table 1.4.1 Schedule of Referenced Documents)

d) The following Australian Standards: AS1684.4-2010, AS1720.1-2010, AS1170-2017

e) Other practices or-standards relied upon for this certification:

_____

f) Exclusions: YES/NO _____

Signed:		Name:	Joseph Botros
Position:		Date:	10.10.2022

WEATHERPROOFING OF MASONRY COMPLIANCE CERTIFICATE

BUILDING NAME: 18 Kew Street, Gregory Hills

PROJECT DESCRIPTION:

AREA OF BUILDING (ENTIRE OR PART):

Pursuant to the provisions of Part A5 Clause A5.2 (e) of the Building Code of Australia 2019 Volume 2;

I/We (Details Below)

Name	Joseph Botros
Company Name	Construction by Design
Company Address	11 Butler Avenue, Kellyville
Licence Number	221981C
Contact Number	0416030332
Email Address	joseph@construcyionbydesign.com.au

hereby certify that the weatherproofing of masonry material has been installed at the abovementioned project in accordance with the following Performance Standards

- BCA 2019 Part 3.3.4 & Part 3.5; and
- Australian Standards AS 3700-2018 & AS 4347.8-1995 (R2014)

I/We also confirm that:

- I am an appropriately qualified person and have a good working knowledge of the relevant codes and standards referenced above.
- I have completed the abovementioned works in accordance with the approved Construction Certificate / Complying Development Certificate approval documentation.
- Additional comments

The information contained in this Certificate is to the best of my knowledge and belief, true and accurate.

Signed: 

Name: Joseph Botros

Position:

Date: 10.10.2022

BASIX Completion Receipt

Receipt no.: CR-5NUXR634-889002S

This receipt is confirmation that the certifying authority identified below has satisfied the requirements of clause 154C of the Environmental Planning and Assessment Regulation 2000 for the development described in the 'BASIX Certificate details' section below.

Secretary
Date of issue: Wednesday, 22/02/2023

NSW GOVERNMENT | Planning, Industry & Environment

Principal certifying authority

Name:	Samy Mikhail
Accreditation scheme:	BPB
Accreditation number:	2277

Final Inspection

Date of final inspection:	Saturday, 18/02/2023

BASIX Certificate details

BASIX Certificate no.	889002S
Project name	UNIT A KEW ST, GREGORY HILLS
Street address	18 KEW Street
Suburb	GREGORY HILLS
Postcode	2557
Local Government Area	Camden Council

BASIX Completion Receipt

Receipt no.: CR-PABRLCI3-889019S

This receipt is confirmation that the certifying authority identified below has satisfied the requirements of clause 154C of the Environmental Planning and Assessment Regulation 2000 for the development described in the 'BASIX Certificate details' section below.

Secretary
Date of issue: Wednesday, 22/02/2023

NSW GOVERNMENT | Planning, Industry & Environment

Principal certifying authority

Name:	Samy Mikhail
Accreditation scheme:	BPB
Accreditation number:	2277

Final Inspection

Date of final inspection:	Saturday, 18/02/2023

BASIX Certificate details

BASIX Certificate no.	889019S
Project name	UNIT B KEW ST, GREGORY HILL
Street address	18 KEW Street
Suburb	GREGORY HILLS
Postcode	2557
Local Government Area	Camden Council

BUILDING CERTIFIERS
Certifying Your Building Dream

Notice of Commencement

1. Applicant's Details

☒ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other:

Given Name(s): Elias
Surname: Georges
Street Addresss: 14 Kelly St
Suburb: Oran Park
State: NSW
Postcode: 2570
Telephone:
Mobile: 0404 308 068
Fax:
Email: elias@ nouva.com.au

2. Subject Property to be Developed

Unit/Street No.: 18
Street Name: Kew Street
Suburb: Gregory Hills
State: NSW
Postcode: 2557
Lot / Portion: 8034
DP No: 1208219
Section:
Council: Camden Council

3. Description of Building Works

Construction of Semi-Detached Dwellings

4. Development Consent

DA / CDC Consent Number: DA 1798/2017/1
Date of Determination: 26-Mar-2018
Approval Authority: Camden Council

5. Appointment of Principal Certifying Authority

Certifying Authority *Note: An individual must be appointed*

Samy Mikhail/Andrew Soliman / Andrew Guirgis of Building Certifiers

Accreditation Body

Building Professionals Board

Address

Suite 49 / 2 O'Connell St, Parramatta NSW 2150

Email	Mobile	Phone	Fax
samy@certifiers.sydney	0404 806 026	(02) 8279 7844	(02) 8279 7845

6. DA / CDC Consent Compliance

Have all conditions required to be satisfied prior to the commencement of work been satisfied? ☑ Yes ☐ No

(Conditions may include the payment of security, section 94 contributions, endorsement of building plans by water supply or other authorities)

7. Principal Contractor or Owner Builder

☑ Principal Contractor: ☐ Owner Builder:

Contractor Licence No.: 221981C

Permit No.:

8. Evidence of Insurance

Attach **one** of the following documents to this notice:

i) Evidence the licenced person above is insured to carry out this type of work; or

ii) A declaration signed by each owner of the land that the reasonable market cost of labour and materials to be used is less than $12,000

9. Principal Contractor Details

☑ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other:

Given Name(s)	Surname
Joseph	Botros

Company: Construction by Design

Street Address: 11 Butler Avenue

Suburb	State	Postcode
Kellyville	NSW	2155

Telephone	Mobile	Fax
88829012	0416030332	

Email: joseph@constructionbydesign.com.au

10. Notice of Commencement

Date of work is to commence: 24/12/2021

11. Principal Certifiers Declaration

☒ Samy Mikhail / Andrew Soliman / Andrew Guirgis of Building Certifiers acknowledge that they appointed by the applicant to carry out the role of the Principal Certifier for this development.

Note: An individual **must** be circled

☒ Samy Mikhail / Andrew Soliman / Andrew Guirgis of Building Certifiers acknowledge that they have seen evidence that the builder is licenced and insured, or have seen evidence that the building works is to be undertaken by a person with an owner-builder permit where required by the Home Building Act.

Note: An individual **must** be circled

Principal Certifier Name (on behalf of Building Certifiers)

Samy Mikhail

Principal Certifier Signature

Samy Mikhail

Date

22/12/2021

12. Applicant's Declaration

☐ Samy Mikhail / Andrew Soliman / Andrew Guirgis of Building Certifiers acknowledge that they have been appointed by the applicant to carry out the role of the Principal Certifier for this development.

Note: An individual **must** be circled

☐ Samy Mikhail / Andrew Soliman / Andrew Guirgis of Building Certifiers acknowledge that they have seen evidence that the builder is licensed and insured, or have seen evidence that the building works is to be undertaken by a person with an owner-builder permit where required by the Home Building Act.

Note: An individual **must** be circled

Applicant Name(s) (block letters)

ELIAS GEORGES

Applicant(s) Signature

ELIAS.

Date

22/12/2021

13. Privacy Policy

The information you provide in this notice is required under the Environmental Planning & Assessment Act 1979 if you are going to erect a building or carry out subdivision work. If you do not provide the information the consent authority, you cannot commence the work. The information will be held by the consent authority and by the council (if the council is not the consent authority). Please contact the council if the information you have provided in this notice is incorrect or changes during the course of development works.

Certificate in respect of insurance for residential building work

Policy No: HBCF21077406 **Policy Date:** 22/12/2021

A contract of insurance complying with sections 92 and 96 of the ***Home Building Act 1989*** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the ***State Insurance and Care Governance Act 2015***.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	New Duplex, Dual Occupancy, Triplex &/or Terrace (Attached) Constructi
Description of construction as advised by builder^	Construction of semi-detached dual occupancy and associated works
At	
	18A Kew Street
	Gregory Hills New South Wales 2557
Site plan number^	NA
Site plan type^	NA
Homeowner	Joanne Georges
Carried out by	Construction By Design (NSW) Pty Ltd
Licence number	221981C
Builder job number^	CBD3149
Contract amount^	$250,000.00
Contract date^	28/09/2020
Premium paid	$2,071.58
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	$2,483.83

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is $340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than $340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF21077406 **Issued on:** 22/12/2021

Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare™ | Insurance and Care NSW 2020

Certificate in respect of insurance for residential building work

Policy No: HBCF21077408 **Policy Date:** 22/12/2021

A contract of insurance complying with sections 92 and 96 of the ***Home Building Act 1989*** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the ***State Insurance and Care Governance Act 2015***.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	New Duplex, Dual Occupancy, Triplex &/or Terrace (Attached) Constructi
Description of construction as advised by builder^	Construction of semi-detached dual occupancy and associated works
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Site plan number^	NA
Site plan type^	NA
Homeowner	Joanne Georges
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Contract date^	28/09/2020
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Certificate No: HBCF21077408 **Issued on:** 22/12/2021

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icare™ | HBCF

Certificate in respect of insurance for residential building work

Policy No: HBCF21077408 **Policy Date:** 22/12/2021

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IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

Standard Form Agreement

Standard form residential tenancy agreement

Landlord copy

Schedule 1

Important information

Please read this before completing the residential tenancy agreement (the **Agreement**).

1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.

2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.

3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.

4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

05 November 2025 at **Gregory Hills NSW, Australia**

between **Rafael Pereira Da silva** and **Joanne Georges**

Landlord

Joanne Georges

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

Tenants

Rafael Pereira Da silva

Landlord's Agent Details

Simon Property Co
PO Box 17 Bringelly, NSW 2556
p: +61 410 005 625, e: info@simonpropertyco.au

Tenant's Agent Details

Not Applicable

Term of Agreement

The term of this agreement is -

- [ ] 6 months
- [ ] 12 months
- [ ] 2 years
- [ ] 3 years
- [ ] 5 years
- [x] Other (please specify) 1 month
- [ ] Periodic (No End Date)

Starting on **the 5th of November 2025** and ending on **the 4th of December 2025**

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

Residential premises

18A Kew St, Gregory Hills NSW 2557

The residential premises include:

[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

Nil

Rent

The rent is **$850.00**
Rent must be paid per:
[x] week
[ ] fortnight
[ ] other
Day rent must be paid is **Wednesday**
Date first rent payment is due on **the 5th of November 2025**

Note: The landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this agreement.

Rent must be paid by:

[x] approved electronic bank transfer (such as direct debit, bank transfer or BPAY)
[ ] Centrepay
[ ] other

Note: The landlord, or landlord's agent, must offer the tenant the ability to pay rent by an approved electronic bank transfer method. The electronic bank transfer method must be free of charge to the tenant, other than charges ordinarily imposed by the tenant's bank. From a date notifed in the Gazette by the Minister for Better Regulation and Fair Trading, the landlord, or landlord's agent, must also offer the tenant the ability to pay rent by Centrepay.

The landlord and the tenant may agree on a different payment method. The landlord must not require the tenant to use a specific service provider to pay rent.

Details of payment method:

a. by Direct Debit:

Account name	-
Account Number	-
BSB Number	-
Max Debit Amount	-
Comments	Direct Debit via SimpleRent
Permission to Debit Invoices	Yes

b. by electronic funds transfer (EFT):

BSB Number	062 728
Account Number	1004 1866
Account name	Simon Property Co
Bank name	Commonwealth Bank
Payment reference	TEN00694

Note: The landlord, or landlord's agent, must not charge a fee, or pass on a cost incurred by the landlord or landlord's agent, for the payment of rent by an approved electronic bank transfer method or by Centrepay.

Rental Bond

[Cross out if there is not going to be a bond]

A rental bond of ***$3400.00*** must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or
☐ the landlord's agent, or
☒ NSW Fair Trading through Rental Bonds Online

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 4 person(s)

No more than 4 person(s) may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Plumbing
Shaun , SJH Plumbworx
p: 0450 430 681
e: shaun@sjhplumbworx.com.au

Electrician
Kieran , Statewide Electrical And Air
p: 0408 838 955
e: swelectricalandair@outlook.com

Other
, Simon Property Co.
p: 0401 528 262

Utilities

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

☒ Yes ☐ No

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

[x] Hardwired smoke alarm
[ ] Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

[ ] Yes [x] No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

[ ] Yes [x] No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

[ ] Yes [x] No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

[ ] Yes [x] No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

[x] Yes [ ] No

If yes, see clauses 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Email: info@simonpropertyco.au

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

[x] Yes [ ] No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for **signing.**

Tenancy laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

Right to occupy the premises

1 The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential Premises'.**

Copy of agreement

2 The landlord agrees to give the tenant:

2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3 The tenant agrees:

3.1 to pay rent on time, and

3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and

3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

3.4 that the rent payment method may only be changed by agreement between the landlord and the tenant.

4 The landlord agrees:

4.1 to not require the tenant to pay for more than 2 weeks rent in advance or to pay rent for a payment period before the end of the previous payment period, and

4.2 to offer the tenant the option to pay rent by an approved electronic bank transfer method or by Centrepay and, if chosen by the tenant, to enable payment by that method, and

4.3 to not charge fees or pass on costs incurred for the payment of rent by an approved electronic bank transfer method or by Centrepay, and

4.4 that the rent payment method may only be changed by agreement between the landlord and the tenant, and the landlord will not refuse if the tenant requests to change to an approved electronic bank transfer method or to Centrepay, and

4.5 to not require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

4.6 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

4.7 to not use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

4.8 if rent is paid by cheque – to make a rent receipt available for collection by the tenant, to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind, and

4.9 if rent is not paid by cheque and is paid in person – to give a rent receipt to the tenant, and

4.10 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant, unless the landlord has previously provided a statement for the same period.

Note:*the requirements relating to Centrepay do not apply to a residential tenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.*

Rent increases

5 The landlord and the tenant agree that the rent cannot be increased unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

6 The landlord and the tenant agree that the rent may not be increased more than once in any 12-month period.

Note: *the period of 12 months includes the time during which a previous residential tenancy agreement was in force if –*

a. This agreement is a renewal or replacement of the previous agreement, and

b. The landlord and at least one tenant are the same for both agreements, and

c. Under the previous agreement, the tenant occupied the residential premises immediately before the start of this agreement.

7 The landlord and the tenant agree:

7.1 that the increased rent is payable from the day specified in the notice, and

7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and

7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

Rent reductions

8 The landlord and the tenant agree that the rent abates if the residential premises:

8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

8.2 cease to be lawfully usable as a residence, or

8.3 are compulsorily appropriated or acquired by an authority.

9 The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

10 The landlord agrees to pay:

10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11 The tenant agrees to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. ***Separately metered*** *is defined in the Residential Tenancies Act 2010.*

12 The landlord agrees that the tenant is not required to pay water usage charges unless:

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

12.4.2 all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13 **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

14 **The landlord agrees:**

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

15 **The landlord agrees:**

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant

16 **The tenant agrees:**

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17 **The tenant agrees:**

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18 **The tenant agrees,** when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note: *Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

Landlord's general obligations for residential premises

19. **The landlord agrees:**

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

(a) are structurally sound, and

(b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

(c) have adequate ventilation, and

(d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

(e) have adequate plumbing and drainage, and

(f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

(g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

(a) are in a reasonable state of repair, and

(b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and

(c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and

(d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

Urgent repairs

20 The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding $1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: *The type of repairs that are "urgent repairs" are defined in the Residential Tenancies Act 2010 and are defined as follows-*

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

Sale of the premises

21 The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22 The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23 The landlord and the tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

24 The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25 The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26 The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27 **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Publishing photographs or visual recordings

28 **The landlord agrees:** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of Residential Tenancies Act 2010 for when a photograph or visual recording is published.

29 **The tenant agrees:** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010,it is not unreasonable for the tenant to withhold consent.

Fixtures, Alterations, additions or renovations to the premises

30 **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31 **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

Locks and security devices

32 **The landlord agrees:**

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33 **The tenant agrees:**

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34 A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer of tenancy or sub-letting by tenant

35 **The landlord and the tenant agree** that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-

letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: *Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.*

36 **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change in details of landlord or landlord's agent

37 **The landlord agrees:**

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

Initialled by Rafael Pereira Da silva the 5th of November 2025

[Cross out if not applicable]

38 ~~**The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.~~

39 ~~**The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.~~

Mitigation of loss

40 The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

41 **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42 **The landlord agrees** to:

42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note 1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2–42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is

responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm

43 The tenant agrees

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44 The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

Swimming pools

[Cross out this clause if there is no swimming pool]

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45 ~~The landlord agrees~~ ~~to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

~~*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots.]*~~

46 ~~The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

46.1 ~~the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

46.2 ~~a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

Note. ~~A swimming pool certificate of compliance is valid for 3 years from its date of issue.~~

Loose-fill asbestos insulation

47 The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Combustible cladding

48 The landlord agrees: that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

Significant health or safety risks

49 The landlord agrees: that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

Electronic service of notices and other documents

50 The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

Break fee for fixed term of not more than 3 years

51 The tenant agrees: that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52 The landlord agrees: that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

Landlord's consent for pets

53 The landlord and the tenant agree:

53.1 the tenant may keep an animal at the residential premises with the landlord's consent, and

Note: *The tenant does not need the landlord's consent to keep an assistance animal at the residential premises.*

53.2 an application for consent to keep an animal at the premises must be made jointly by all co-tenants using the Fair Trading approved form and the landlord must respond in writing to the application using that form, and

53.3 the landlord may give consent to keep an animal at the premises subject to reasonable conditions, which are taken to be terms of this agreement.

54 The landlord agrees:

54.1 to respond to an application from the tenant for consent to keep an animal at the residential premises within 21 days, specifying either that consent is given and any reasonable conditions of the consent or that consent is refused and the grounds for refusing, and

54.2 if the landlord does not give a response under clause 54.1 to an application for consent to keep an animal, the landlord consents to the tenant keeping the animal at the premises without conditions, and

54.3 to not refuse to consent to an animal being kept at the premises except on a ground set out in the *Residential Tenancies Act 2010*, section 73F, and

54.4 to not impose an unreasonable condition on a consent to keep an animal at the premises, and

Note: *The Residential Tenancies Act 2010, section 73E sets out what are reasonable and unreasonable conditions of a consent to keep an animal at the residential premises.*

54.5 if the landlord consents to the tenant keeping an animal at the premises, the consent continues while the tenant resides at the premises for the lifetime of the animal.

Termination

55 The landlord and the tenant agree to only end this agreement in accordance with the *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019*.

Additional Terms

Initialled by Rafael Pereira Da silva the 5th of November 2025

[Additional terms may be included in this agreement if:

(a) both the landlord and tenant agree to the terms, and

(b) the terms do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and

(c) the terms do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

Additional Terms - Pets

[Cross out these clauses if not applicable. Clauses 57-59 must only be included in this agreement if the clauses are reasonable conditions for keeping the animal at the residential premises.]

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~~56~~ ~~**The landlord agrees** the tenant may keep the following animal at the residential premises {$pet type} x {$pet quantity}~~

~~57~~ ~~[If the animal will be kept inside at the premises, and this clause is reasonable for the type of animal and the premises]~~

~~**The tenant agrees** to have the carpet professionally cleaned, or to pay the cost of having the carpet professionally cleaned, at the end of the tenancy if cleaning is required because the animal has been kept inside at the premises during the tenancy~~

~~58~~ ~~[If the animal is a mammal and will be kept inside at the premises]~~

~~**The tenant agrees** to have the premises professionally fumigated, or to pay the cost of having the premises professionally fumigated, at the end of the tenancy if required because the animal has been kept inside at the premises during the tenancy.~~

~~59~~ ~~[If the animal is a type of animal that is not normally kept inside]~~

~~**The tenant agrees** to take reasonable steps to prevent the animal being inside at the premises.~~

Additional term - Rent increases during the fixed term

60 If the details in this clause 60 have been completed, then the parties agree to increase the rent, pursuant to Section 41 of the Residential Tenancies Act NSW 2010 as follows:

60.1 on ____/____/____, rent is to be increased to $____ per ____ and the day rent must be paid is _____.

61 If the details in this clause 61 have been completed, then the parties agree to increase rent, pursuant to Section 41 of the Residential Tenancies Act NSW 2010 using the following method: [insert method of calculation]

Note: The rent payable under a residential tenancy agreement may not be increased within 12 months after the start of the tenancy, and may not be increased more than once in any 12-month period.

The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent event if details of the rent increase are set out in the residential tenancy agreement.

Additional term - No set off

62 Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

Additional term - Smoking

63 **The tenant must** not smoke or allow others to smoke in the premises.

64 If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

65 If the tenant smokes or allows others to smoke inside the premises in breach of clause 63, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

66 The landlord may list the tenant's personal information in a residential tenancy database if:

66.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;

66.2 the tenant breached this agreement;

66.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and

66.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

67 If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:

67.1 it forms part of this agreement; and

67.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

68 If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:

68.1 form part of this agreement; and

68.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

69 **the parties agree** that the condition report dated _____/_____/_____ and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

70 **The tenant must**

70.1 routinely clean the premises to avoid any mould, mildew or damp build-up;

70.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;

70.3 ensure that the premises are free of any pests and vermin; and

70.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

71 The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

Additional term - Repairs

72 **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.

73 If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

74 Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.

75 If the tenant fails to comply with clause 74, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:

75.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or

75.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.

76 The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 75.2.

77 The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:

77.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and

77.2 the costs incurred by the landlord in replacing/changing the locks under clause 75.2.

Additional term - Dishonoured Payments

78 If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

Additional term - Gardens

79 The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

Additional term - care of swimming pool

80 ~~If there is a swimming pool located on the premises,~~ ~~**the tenant must:**~~

80.1 ~~keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~

80.2 ~~regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~

80.3 ~~regularly clean the pool filters and empty out the leaf baskets;~~

80.4 ~~maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~

80.5 ~~maintain the water level above the filter inlet at all times;~~

80.6 ~~promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~

80.7 ~~ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~

80.8 ~~not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~

80.9 ~~take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

Additional term - electronic signatures

81 Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.

82 Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

Additional term - Asbestos

83 The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

Additional term - Consent to publish photographs of residential premises

84 The landlord or landlord's agent may publish any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible, by providing the tenant notice and obtaining the tenant's consent to publish the photos.

85 The tenant acknowledges and agrees that it must not unreasonably withhold consent. It is not unreasonable for the tenant to withhold consent if the tenant is in circumstances of domestic violence.

Additional term - Garage

86 The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

Additional term - Storage

87 The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

Additional term - Privacy

88 The *Privacy Act 1988* (Cth) (the Act) allows certain information referred to in this agreement to be collected, used and disclosed. The information collected, used and disclosed is in relation to any tenant named in this agreement. You acknowledge and agree that this Privacy Policy does not form part of the agreement and will only apply to the extent that the landlord and/or their managing agent, collects, uses and discloses personal information as required by, and to comply with, the Act. Any personal information collected about you may be disclosed by the landlord and/or their managing agent, to: other third parties as required by any applicable law; prospective and actual purchasers; service providers; tradespeople; financial institutions; tenancy databases; valuers; Courts and Tribunals; and any other provider of services to either the landlord, their managing agent or you. You have the right to request access to any personal information held by the landlord and/or its managing agent, unless the landlord and/or its managing agent is permitted by law to withhold that information. By signing this agreement, you acknowledge having reading and understood this Privacy Policy and authorise the landlord and/or its agent to collect, use and obtain, in accordance with the Act, your personal information for the purposes specified herein.

Special Conditions and Terms

Signed by Rafael Pereira Da silva the 5th of November 2025



Rent in Advance

The tenant acknowledges they are required to remain 2 weeks in advance.

Rent Arrears

The tenant acknowledges should they fall in arrears by 14 days or more a 14 day termination notice will be issued.

Rental Bond

Must be paid in advance in accordance with the agreement for the lease. The bond is not able to be used as payment towards your rent and is held in trust by the Rental Bond Board for any damages and cleaning.

Keys

If the tenant requires any additional keys for the property they are permitted to have these made at their own cost and must be returned with the original sets of keys upon vacating the premises.

Water Usage

Water usage is payable by the tenant and must be paid directly to our office by the due date as per the invoice. Any late payments will incur interest as per Sydney Water calculations.

Grounds

The grounds and gardens are the responsibility of the tenant. Failure to keep the grounds and gardens tidy will result in a gardener being appointed at an additional cost to the tenants. Grass clippings are not to be left on the property and must be removed properly.

Gutters

Cleaning of the gutters are the tenants responsibility and must be kept clear throughout the tenancy.

Drainage

The tenant must not place anything down the sink or toilets that is likely to cause an obstruction or damage. If any foreign objects are found to be blocking sewage or drainage systems the tenant will be liable for plumbing costs to have this rectified.

Pets

Pets are not permitted on the premises without prior written consent of the landlord.

These pets are not permitted inside the premises (including garage and shed) at any time.

Vehicles

Vehicles are not to be parked on any of the grassed areas. Parking of trucks at the premises is not permitted without prior written consent.

Smoking

Smoking is not permitted inside the premises. All cigarette butts are to be disposes of properly and must not be left in or around the grounds.

Hooks

Hooks are subject to the owners approval. If you wish to place any type of hook or nail into the wall, ceiling, door etc you must have prior written consent. Any additional hooks placed without the owners permission will need to be removed and properly patched by the tenant. Stickers, tape, blu tac etc is not permitted on the walls.

Any hooks or nails which have been approved the tenant is aware they would need to make good at the end of the tenancy.

Damages

Damages any broken windows, door panels, locks, flyscreens etc will be considered damaged and therefore the responsibility of the tenant unless a Police report can be provided to show otherwise.

Light Fittings & Globes

All light fittings must remain fitted at all times, any broken fittings must be replaced. All lights globes are to be replaced by the tenant and must be working upon vacating the premises.

Routine Inspections

Routine Inspections will be carried out every 3 months. The tenant will receive notice of the date of inspection by email, the tenant agrees to make the property available on this date for the purpose of inspection, alternatively should the date not be suitable the agent must be contacted as soon as possible to reschedule no later than one week from the original date. Failure to allow Routine Inspections is a breach of your tenancy and may result in termination.

Smoke Detectors

The tenant agrees to not to interfere with the operation of the smoke detectors. Should the tenant suspect that the smoke detector is not working they must contact our office immediately to have the matter rectified.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4).

3. Ending this agreement

This agreement may be ended by the landlord or the tenant giving written notice of termination. The tenant may give notice at any time or on certain grounds. The landlord may only give notice on certain grounds. The Residential Tenancies Act 2010 sets out the grounds on which the landlord and the tenant may end this agreement. The grounds for the landlord ending this agreement include breach of this agreement by the tenant, sale of the residential premises requiring vacant possession, proposed sale of the residential premises, significant renovations or repairs to the residential premises, demolition of the residential premises, the residential premises ceasing to be used as rented residential premises or the landlord or the landlord's family moving into the residential premises. The grounds for the tenant ending this agreement include breach by the landlord of information disclosure provisions under the Act, section 26, breach of this agreement by the landlord or the tenant being in circumstances of domestic violence. Further grounds are set out in the Act, Parts 5 and 7.

4. Notice for ending fixed term agreement

If this agreement is a fixed term agreement, the tenant must give at least 14 days notice to end the agreement. Generally, the landlord must give at least 90 days notice, or at least 60 days notice if the agreement is for a fixed term of 6 months or less. However, the notice period is different for certain grounds for termination.

5. Notice for ending periodic agreement

If this agreement is a periodic agreement, the tenant must give at least 21 days notice to end the agreement. Generally, the landlord must give at least 90 days notice. However, the notice period is different for certain grounds for termination.

6. Warning

It is an offence for a person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation be paid for such an offence. It is an offence for the landlord, or landlord's agent, to give a termination notice on a ground that is not genuine, to provide false or misleading supporting documents or information with a termination notice or, if an exclusion period applies, to enter into a new residential tenancy agreement for the residential premises during the exclusion period.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD

Landlord's agent
Maria Togias - Simon Property Co
the 6th of November 2025



LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Landlord's agent
Maria Togias - Simon Property Co
the 6th of November 2025



SIGNED BY THE TENANT

Tenant #1
Rafael Pereira Da silva
the 5th of November 2025



TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant #1
Rafael Pereira Da silva
the 5th of November 2025



For information about your rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au.

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Simon Property Co. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Rafael Pereira Da silva