

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Professionals Narellan &amp; District</b> <b>38 Exchange Parade, Smeaton Grange, NSW 2567</b>	<b>Phone: (02) 4623 0380</b> <b>Ref: Steve Diggins</b>
co-agent		
vendor	<b>Mahsa Chitsaz and Hadi Mirisae</b>	
vendor's representative	<b>alternative conveyancing</b> 55/5 Inglewood Place Norwest Business Park NORWEST NSW 2153	<b>Phone 9629 0900</b> <b>Email: <a href="mailto:info@altconvey.com.au">info@altconvey.com.au</a></b> <b>Fax 9629 0909</b> <b>Ref: CA:2022253</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>15 Narooma Street, Gregory Hills, New South Wales 2557</b> <b>Registered Plan: Lot 5246 Plan DP 1211732</b> <b>Folio Identifier 5246/1211732</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Air conditioning, Security alarm, Remote control for garage, Microwave
exclusions	
purchaser	
purchaser's representative	<b>E:</b>
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

\_\_\_\_\_  
**vendor**

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

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**  JOINT TENANTS  tenants in common  in unequal shares

\_\_\_\_\_  
**witness**

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3) NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA \_\_\_\_\_

**Electronic transaction** (clause 30) no  YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO  yes

GST: Taxable supply

 NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

 NO  yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW payment*  
(GST residential withholding payment) NO  yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further 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 address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid:  AT COMPLETION  at another time (specify):Is any of the consideration not expressed as an amount in money?  NO  yes

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

## WARNINGS

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

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

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

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

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –

- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.
- 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 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.
- 16.6 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**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.

**17 Possession**

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

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

## 19 Rescission of contract

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

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

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

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

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

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

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

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

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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; and

20.6.7 served at the earliest time it is served, if it is served more than once.

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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

## 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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

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

## 28 Unregistered plan

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



28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

## 29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

## 30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 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

30.3.2 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 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* –

- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and

30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.

- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
  - 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
  - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
  - 30.6.2 create and populate an *electronic transfer*;
  - 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
  - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
  - 30.7.2 create and populate an *electronic transfer*;
  - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
  - 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;

<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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## SPECIAL CONDITIONS

### Conditions of sale of land by auction

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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:

1. 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;
    - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  
  2. The following conditions, in addition to those prescribed by subclause 1, 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) Subject to subclause 3, 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'.
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3. The following conditions, in addition to those prescribed by subclauses 1 and 2 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.
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# alternative conveyancing

## SPECIAL CONDITIONS

1. In the event of any discrepancy between special conditions and the printed form of this contract, these special conditions shall prevail.
2. On execution, hereof the purchaser acknowledges that the contract constitutes the entire agreement between the parties and they do not rely on any letters, documents, brochures, marketing material, correspondence or arrangements, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this contract. The purchasers further acknowledge that they have made all their own enquiries in respect of the property and do not rely on any representation of the vendors, their agent or legal representative, or anyone else on their behalf.
3.
  - (a) If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time, after the completion date, to serve a Notice to Complete making the time for completion essential. Such a notice shall give not less than fourteen (14) days notice and must nominate a specified hour on the last day as the time for completion. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. A party which issues a Notice to Complete is also entitled to extend or withdraw such a notice and such extension or withdrawal shall not prejudice its right to issue a subsequent notice.
  - (b) Should an Electronic Workspace have been established, the party serving the Notice to Complete must nominate a specified hour on the last day as the time for completion.
  - (c) The purchaser agrees to pay, by way of adjustment on settlement, the sum of \$275.00 (GST inclusive) representing agreed expenses incurred by the vendor for the drafting, engrossing and serving of a Notice to Complete upon the purchaser.
4. If this contract is not completed on or before the completion date because of the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase monies, an amount calculated as eight percent (8%) per annum interest on the balance of purchase monies, calculated at a daily rate from the day immediately after the agreed completion date, up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
5.
  - (a) The purchaser warrants that the purchaser was not introduced to the vendor, or the property, by or through the medium of a real estate agent, an employee of a real estate agent, or a person having a connection with a real estate agent, other than the agent, if any, named such in this contract.
  - (b) The purchaser must at all times indemnify the vendor against any claim for commission made by any person other than the vendor's agent, arising out of a breach of the warranty in special condition 5(a) and all actions proceeding and expenses arising out of any such claim including all legal fees and disbursements.

This clause shall not merge on completion.

6. The Contract is varied as follows:

- (a) Clause 1 *adjustment date* to be amended by inserting the words 'the due date for' before the word 'completion'
- (b) Clause 1 *deposit bond* to be amended replacing 'from an issuer' with 'issued by QBE Insurance (Australia) Limited'
- (c) Clause 1 *party* to be amended by adding the words 'the singular includes the plural and vice versa' after the word 'purchaser'
- (d) Clause 1 *serve* to be amended by inserting the words 'including service by email' after the word 'party'
- (e) Clause 5 is amended by adding the following:  
'Clause 5.3 The Purchaser is not entitled to, and must not make any further requisitions on the vendor other than those deemed served under clause 5.1 and annexed hereto.'
- (f) Clause 7.1.1 is to be amended by replacing '5%' with '1%'
- (g) Clause 7.2.1 is to be amended by replacing '10%' with '1%'
- (h) Clause 8.1 is to be amended by deleting the words 'on reasonable grounds'
- (i) Insert the words 'or delay completion' between the words 'requisition' and 'or' on the first line of Clause 10.1
- (j) Clause 10.1.4 is to be amended by inserting the words 'and/or mechanical breakdown' after the word 'tear'
- (k) Clauses 10.1.8 and 10.1.9 is to be amended by adding the words 'or existence' after the word 'substance'
- (l) Clause 14.4.2 is to be deleted
- (m) Clause 16.8 is to be amended by replacing '5' with '8'
- (n) Clause 16.12 is to be deleted
- (o) Clause 18 is amended by adding the following:  
'Clause 18.8 The Purchaser cannot make any objection, requisition, claim or delay settlement after entering into possession of the property.  
Clause 18.9 Should the Purchaser take possession, no tenancy whatsoever shall be deemed to be or have been created.'
- (p) Clause 20.10 is to be amended by inserting the words 'or Building Certificate' after the word 'report' and by adding the words 'and the purchaser agrees to make no objection, requisition or claim for compensation in relation to any matters referred to in the Survey Report and/or Building Certificate,' to the end of the clause
- (q) Clause 23.5.2 is amended by deleting the words 'but is disclosed in this contract'
- (r) Clause 23.6.1 is deleted and replaced with the following: '23.6.1 the vendor is liable for any instalment if it was determined, and is payable, on or before the contract date; and'
- (s) Clause 23.6.2 is deleted and replaced with the following: '23.6.2 the purchaser is liable for all contributions payable after the contract date'
- (t) Clause 23.7 is deleted
- (u) Clause 23.13 is deleted and replaced with 'The purchaser must obtain a Section 184 Certificate under the Strata Schemes Management Act 2015 or a Section 26 Certificate under the Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least seven days before the completion date and a copy served by facsimile or email transmission on the vendor's representative at least four (4) days prior to completion; and
- (v) Clause 23.14 is deleted
- (w) Clause 25.2 is deleted
- (x) Special condition 29.2 to be deleted
- (y) Clause 30 is amended by adding the following:  
'Clause 30.17 The Purchaser's legal representative must provide an Order on the Agent (or Conveyancer) to the vendor's conveyancer no less than 24 hours prior to settlement, to be

held in escrow pending settlement. The Order on Agent Is deemed served when the Electronic Workspace indicates a financial settlement has taken place.'

7. The purchaser will accept on settlement any discharge of mortgage, withdrawal of caveat or any other document in registrable form, with respect to the subject property, or where the vendor is not yet the registered proprietor of the subject property, either a transfer at the direction of the vendor from the actual registered proprietor, or a transfer from such registered proprietors to the vendor, together with a transfer from the vendor to the purchaser, provided that the appropriate registration fee payable to the NSW Land Registry Services shall be allowed to the purchaser.
8. Without in any matter negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this condition not been included herein, should either party or any one of them, prior to completion:
  - (a) die or become mentally ill, then either party's legal representative may rescind this contract, by notice in writing, forwarded to the other parties legal representative named in this contract and this contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
  - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit or creditors or, being a company, resolve to go into liquidation or have a petition for the winding up of the purchasers presented, or enter into any scheme or arrangements with their creditors under Part 7 of the Companies Act, 1961 (as amended), or should any liquidator, receiver or official manager be appointed in respect of the purchasers, then the purchasers shall be deemed to be in default hereunder and the other party shall be entitled to rescind this contract by notice in writing in which event the provisions of clause 19 hereof shall apply.
9. The purchaser acknowledges that they accept the property in its present condition and current state of repair, including any holes or marks as a result of the removal of picture frames, paintings, hanging mirrors, television brackets, dryer brackets, etc.

The purchaser further acknowledges that they are purchasing the property subject to any non-compliance of any structure or ancillary structure (including any change of use of any part of the property), any infestation and dilapidation, any encroachments by or upon the land and whether or not any of the improvements upon the property are subject to, or insured under, the Home Building Act 1989 or the Building Services Corporation Act 1989.

The purchaser accepts the property subject to any proposed, pending or approved neighbouring developments or development and/or complying development applications or development which is under- or pre-construction.

The purchasers cannot raise any objection, requisition, claim, delay completion or purport to rescind or terminate the contract in respect of any matter raised in this special condition 9.

10. The deposit shall be released, if required, for either or each of the vendors to use for payment of: rental bond and/or rent on a property within Australia; as an ingoing contribution or administration bond for a retirement village or aged care facility within Australia; as a deposit for the purchase of an alternate property in Australia or for the payment of stamp duty in respect of such property; or should the monies be required by the vendors for settlement. The execution of this Contract shall be full and irrevocable authority to the deposit holder named herein to release such deposit and no further authority shall be required.



11. The purchaser acknowledges that the vendor has entered into this contract on the purchaser's warranty that:
  - (a) the purchaser does not require credit in order to pay for the property; or
  - (b) if the purchaser requires credit in order to pay for the property, the purchaser has obtained such credit on reasonable terms prior to the date of this contract, or if this contract is subject to a cooling off period, would have obtained such credit on reasonable terms prior to the expiration of the cooling off period.

The purchaser shall not have any rights to terminate this contract by virtue of any non-availability of credit as at the settlement date.

12. If a scheduled settlement does not take place due to the default of the purchaser, or his mortgagee, then the purchaser shall pay to the vendor by way of adjustment on settlement, the sum of \$330.00 (GST inclusive) as a reimbursement of costs incurred as a result of rearranging settlement, and such amount will be payable on each occasion that settlement is rearranged.
13. In the event that that the purchaser requests, and the vendor agrees, that the purchaser pay a deposit of less than 10% of the purchase price, and the vendor becomes entitled to forfeit the deposit in accordance with Clause 9 hereof, the vendor shall be entitled, in addition to such forfeiture, and in addition to any other rights on the part of the vendor herein contained or otherwise, to recover from the purchaser as a liquidated debt an amount being the difference between the deposit paid and 10% of the purchase price and the provisions of this special condition shall not merge on completion.
14. The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.
15. Should it be found that any fences are not erected on the true boundary of the property, or that there are give-and-take fences or that any boundary is not fenced, the Purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect thereof.
16. In the event that the purchaser (or one of them) is a corporation, the Directors of the corporation warrant to the vendor that should the corporation be unable to meet its obligations under this contract the Directors shall be personally liable for the performance of the contract, both jointly and severally, as if they had been named as the purchaser(s) in the contract.
17. The vendor discloses and the purchaser acknowledges that the sewer diagram(s) attached to the contract, are the only diagrams available from the Water Authority. The purchaser shall not be entitled to make any objection, requisition or claim for compensation if the diagram(s) are incomplete, does not show connection to the sewer main or does not disclose the current improvements on the land or the connections to those improvements.
18. The parties agree to accept, for the purposes of exchange of contracts, signatures by either vendor(s) or purchaser(s) which are emailed, facsimile or any form of electronic signature.

The parties agree to provide to the other parties within 7 days after the date of this contract a cover page of the Contract bearing original wet signatures. This will not be required should the contract be signed electronically with a platform such as DocuSign.

The parties agree that the cover page of the Contract being original signatures must be dated the same date as this Contract.

### REQUISITIONS ON TITLE

	QUESTIONS	REPLY
1	Is the vendor aware of a claim made by any adjoining owner to contribute to the cost of any tree, drainage or boundary/dividing fence?	
2	Is the vendor aware of any unregistered or proposed easements which affect the property?	
3	Is the vendor aware of any breach of covenant noted on title?	
4	Has the vendor received any notification or correspondence from RMS or Council that the land or any part of it is to be realigned, widened, altered or resumed?	
5	Are there any outstanding notifications, claims or requirements of any statutory authority or Council?	
6	Has the vendor been declared bankrupt, or entered into any scheme to make any assignment for the benefit of creditors or, being a company resolved to go into liquidation?	
7	The vendor must ensure all mortgages, writs and caveats are removed from title prior to completion. Alternatively, the vendor must provide the appropriate registrable forms to remove and any registration fees are to be adjusted on settlement.	
8	Is there any pending litigation in respect of the property?	
9	Has the vendor been served with any notice or order requiring the property to be demolished, repaired or structurally altered?	
10	Is the vendor aware of any encroachment by or on the subject property?	
11	Are all improvements sold wholly erected on the subject land?	
12	Is the vendor aware if any of the inclusions are subject to any credit contract, leasing or hire agreement, or lien? If so, please confirm the vendor will the vendor satisfy all or any liability over the inclusion/s on or before completion and provide evidence of such payment.	
13	<p>Insulation</p> <p>(a) Has the vendor engaged any licenced asbestos assessor to inspect and detect loose fill asbestos insulation?</p> <p>(b) If loose fill asbestos was detected, has the vendor notified Fair Trading NSW, and placed the property on the public register?</p> <p>(c) Please provide any documentation from the licenced asbestos assessor, Fair Trading NSW or the NSW Government.</p>	



FOLIO: 5246/1211732

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SEARCH DATE	TIME	EDITION NO	DATE
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13/7/2022	10:37 AM	3	21/3/2018

LAND

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LOT 5246 IN DEPOSITED PLAN 1211732  
AT GREGORY HILLS  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1211732

FIRST SCHEDULE

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HADI MIRISAEI  
MAHSA CHITSAZ  
AS JOINT TENANTS (T AM388730)

SECOND SCHEDULE (11 NOTIFICATIONS)

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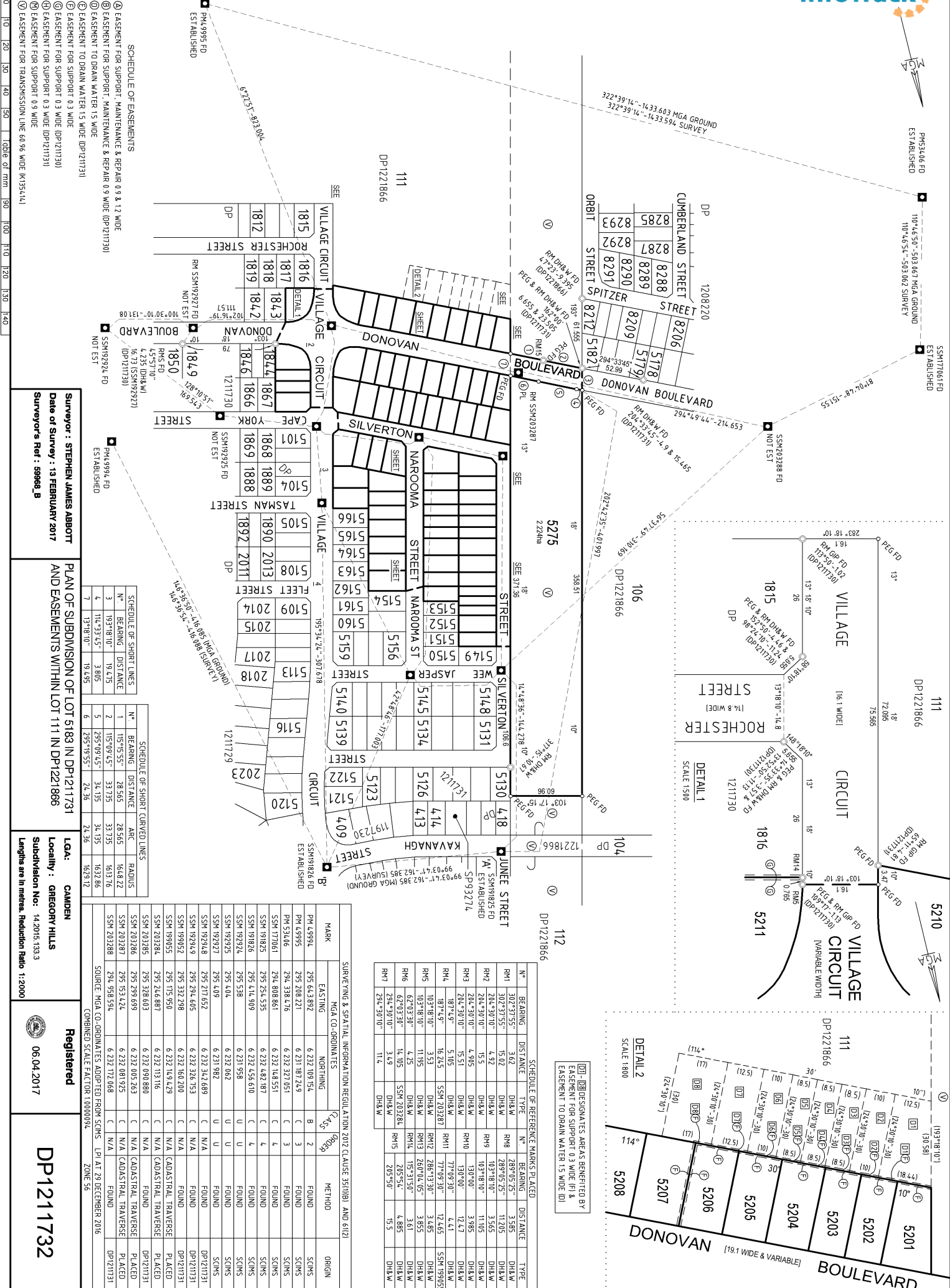
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1119742 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1211731 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1211731 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1211732 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1211732 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1211732 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1211732 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 9 DP1211732 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 10 DP1211732 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 11 AN206021 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



- SCHEDULE OF EASEMENTS**
- ① EASEMENT FOR SUPPORT 0.3 WIDE (DP1211730)
  - ② EASEMENT FOR SUPPORT 0.3 WIDE (DP1211731)
  - ③ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211732)
  - ④ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211733)
  - ⑤ EASEMENT FOR SUPPORT 0.9 WIDE
  - ⑥ EASEMENT FOR DRAIN WATER 1.5 WIDE (DP1211731)
  - ⑦ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211730)
  - ⑧ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211731)
  - ⑨ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211732)
  - ⑩ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211733)
  - ⑪ EASEMENT FOR DRAIN WATER 1.5 WIDE (DP1211731)
  - ⑫ EASEMENT FOR TRANSMISSION LINE 60.9% WIDE (K135414)

**SCHEDULE OF SHORT LINES**

N°	BEARING	DISTANCE
1	115°15'55"	28.565
2	115°09'45"	31.735
3	114°33'45"	3.805
4	115°09'45"	31.735
5	295°09'45"	34.135
6	295°09'45"	34.135
7	13°18'10"	19.495

**SCHEDULE OF SHORT CURVED LINES**

N°	BEARING	DISTANCE	ARC	RADIUS
1	115°15'55"	28.565	28.565	164.822
2	115°09'45"	31.735	31.735	163.016
3	114°33'45"	3.805	34.135	1632.86
4	115°09'45"	31.735	34.135	1632.86
5	295°09'45"	34.135	24.36	1629.12
6	295°09'45"	34.135	24.36	1629.12

**Surveyor: STEPHEN JAMES ABBOTT**  
 Date of Survey: 13 FEBRUARY 2017  
 Surveyor's Ref: 59988 B

**PLAN OF SUBDIVISION OF LOT 5183 IN DP1211731 AND EASEMENTS WITHIN LOT 111 IN DP1221866**

**LGA: CAMDEN**  
 Locality: GREGORY HILLS  
 Subdivision No: 14 2015 133.3  
 Lengths are in metres. Reduction Ratio 1:20000

**Registered**  
 06.04.2017  
 DP1211732

**SCHEDULE OF REFERENCE MARKS PLACED**

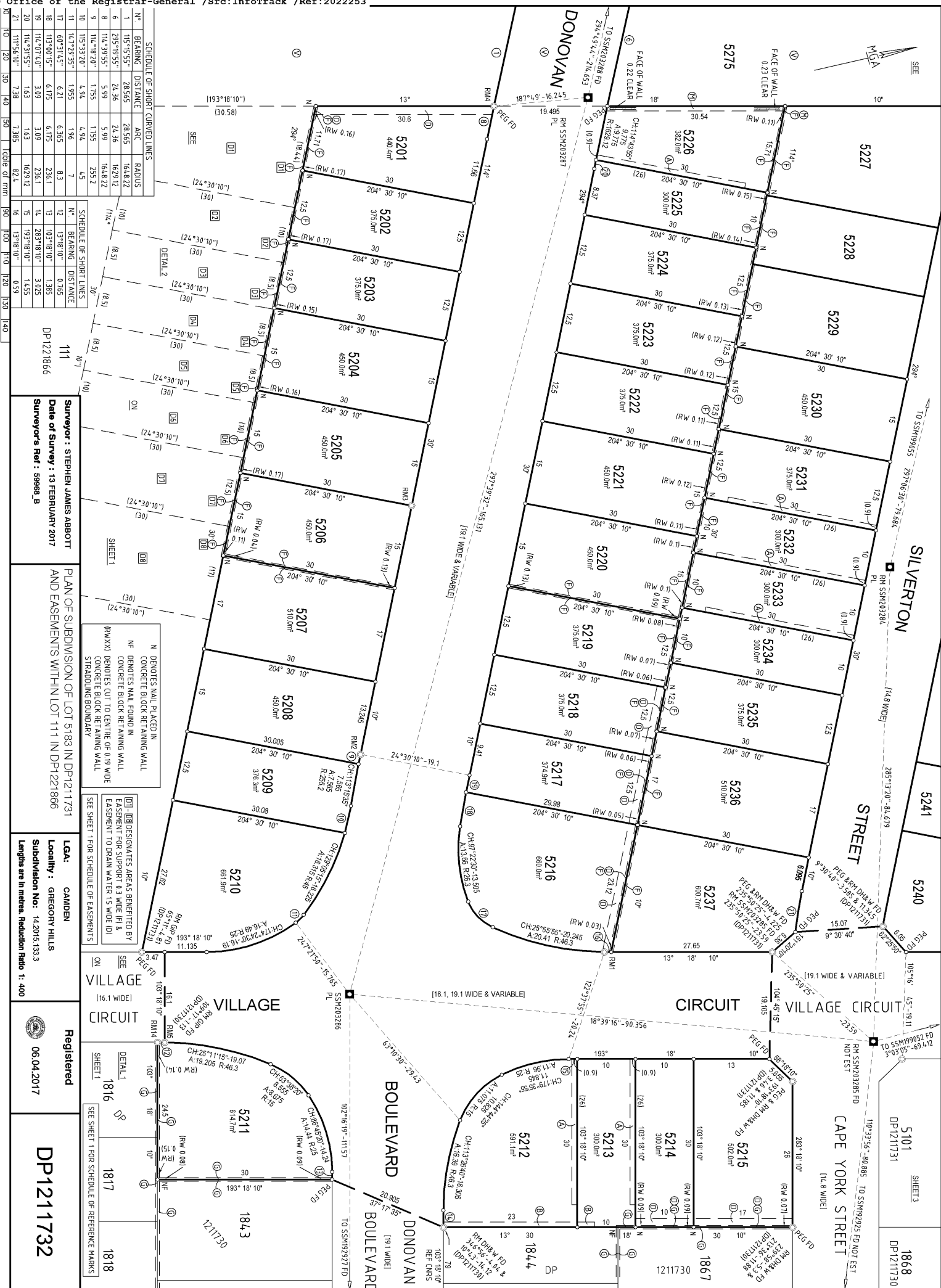
N°	BEARING	DISTANCE	TYPE	N°	BEARING	DISTANCE	TYPE
RM1	302°37'55"	3.62	DIRK	RM8	289°05'25"	3.955	DIRK
RM2	302°37'55"	15.02	DIRK	RM9	103°18'10"	11.205	DIRK
RM3	204°30'10"	4.92	DIRK	RM10	103°18'10"	3.565	DIRK
RM4	204°30'10"	15.51	DIRK	RM11	130°00'	12.47	DIRK
RM5	187°4'9"	5.105	DIRK	RM12	77°09'30"	4.41	DIRK
RM6	103°18'10"	3.53	DIRK	RM13	286°13'30"	12.465	DIRK
RM7	103°18'10"	11.95	DIRK	RM14	260°04'05"	3.855	DIRK
RM8	62°03'30"	4.25	DIRK	RM15	153°51'50"	3.61	DIRK
RM9	62°03'30"	14.05	DIRK	RM16	205°54'	4.885	DIRK
RM10	294°30'10"	3.49	DIRK	RM17	294°30'10"	11.4	DIRK

**MARKS**

MARK	EASTING	NORTHING	CLASS	METHOD	ORIGIN
PM 69994	295 643.892	6 232 109.54	B	2	FOUND
PM 69995	295 208.221	6 231 887.249	C	3	FOUND
PM 53466	294 588.476	6 232 327.051	C	3	FOUND
SSM 177061	294 808.861	6 232 144.551	C	4	FOUND
SSM 191825	295 254.535	6 232 482.187	C	4	FOUND
SSM 191826	295 414.909	6 232 456.610	C	4	FOUND
SSM 192924	295 538	6 231 958	U	U	FOUND
SSM 192925	295 538	6 231 958	U	U	FOUND
SSM 192927	295 604	6 232 682	U	U	FOUND
SSM 192928	295 604	6 232 682	U	U	FOUND
SSM 192948	295 217.652	6 232 342.689	C	N/A	FOUND
SSM 192949	295 296.605	6 232 326.753	C	N/A	FOUND
SSM 192952	295 296.605	6 232 326.753	C	N/A	FOUND
SSM 192955	295 175.950	6 232 145.429	C	N/A	FOUND
SSM 203284	295 746.887	6 232 113.116	C	N/A	FOUND
SSM 203285	295 328.603	6 232 690.880	C	N/A	FOUND
SSM 203286	295 299.699	6 232 000.263	C	N/A	FOUND
SSM 203287	295 153.424	6 232 000.925	C	N/A	FOUND
SSM 203288	294 588.594	6 232 172.068	C	N/A	FOUND

**DETAIL 1**  
 SCALE 1:500

**DETAIL 2**  
 SCALE 1:800



SCHEDULE OF SHORT CURVED LINES			
Nº	BEARING	DISTANCE	RADIUS
1	115°15'55"	28.565	164.822
2	295°09'55"	24.36	162.912
3	114°39'55"	5.99	164.822
4	114°28'20"	1.755	255.2
5	162°29'35"	4.94	4.5
6	162°29'35"	1.955	1.96
7	60°31'45"	6.21	6.365
8	113°00'15"	6.715	6.715
9	114°07'40"	3.09	2.61
10	114°31'55"	1.63	1.62912
11	114°31'55"	1.63	1.62912
12	111°56'10"	7.38	82.4

SCHEDULE OF SHORT LINES			
Nº	BEARING	DISTANCE	MARK
1	113°00'15"	0.765	
2	103°18'10"	1.385	
3	283°08'10"	3.025	
4	193°18'10"	1.455	
5	193°18'10"	0.59	

DP1221866  
 Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 13 FEBRUARY 2017  
 Surveyor's Ref: 59968 B

PLAN OF SUBDIVISION OF LOT 5183 IN DP1211731 AND EASEMENTS WITHIN LOT 111 IN DP1221866

LGAs: CAMDEN  
 Locality: GREGORY HILLS  
 Subdivision No: 14 2015 133.3  
 Lengths are in metres. Reduction Ratio 1: 400  
 Registered 06.04.2017  
 DP1211732

N DENOTES NAIL PLACED IN CONCRETE BLOCK RETAINING WALL  
 NF DENOTES NAIL FOUND IN CONCRETE BLOCK RETAINING WALL  
 RM(XXX) DENOTES CUT TO CENTRE OF 0.19 WIDE CONCRETE BLOCK RETAINING WALL STRADDLING BOUNDARY

DESIGNATES AREAS BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE (R1 & EASEMENT TO DRAIN WATER 1.5 WIDE (D))  
 SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

DETAIL 1  
 SHEET 1  
 SEE SHEET 1 FOR SCHEDULE OF REFERENCE MARKS



N <sup>o</sup>	BEARING	DISTANCE	ARC	RADIUS
21	117°54'10"	7.38	7.385	82.4
22	113°01'50"	3.475	3.475	67.6

SEE SHEET 1 FOR SCHEDULE OF REFERENCE MARKS  
 SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 13 FEBRUARY 2017  
 Surveyor's Ref: 59968 B

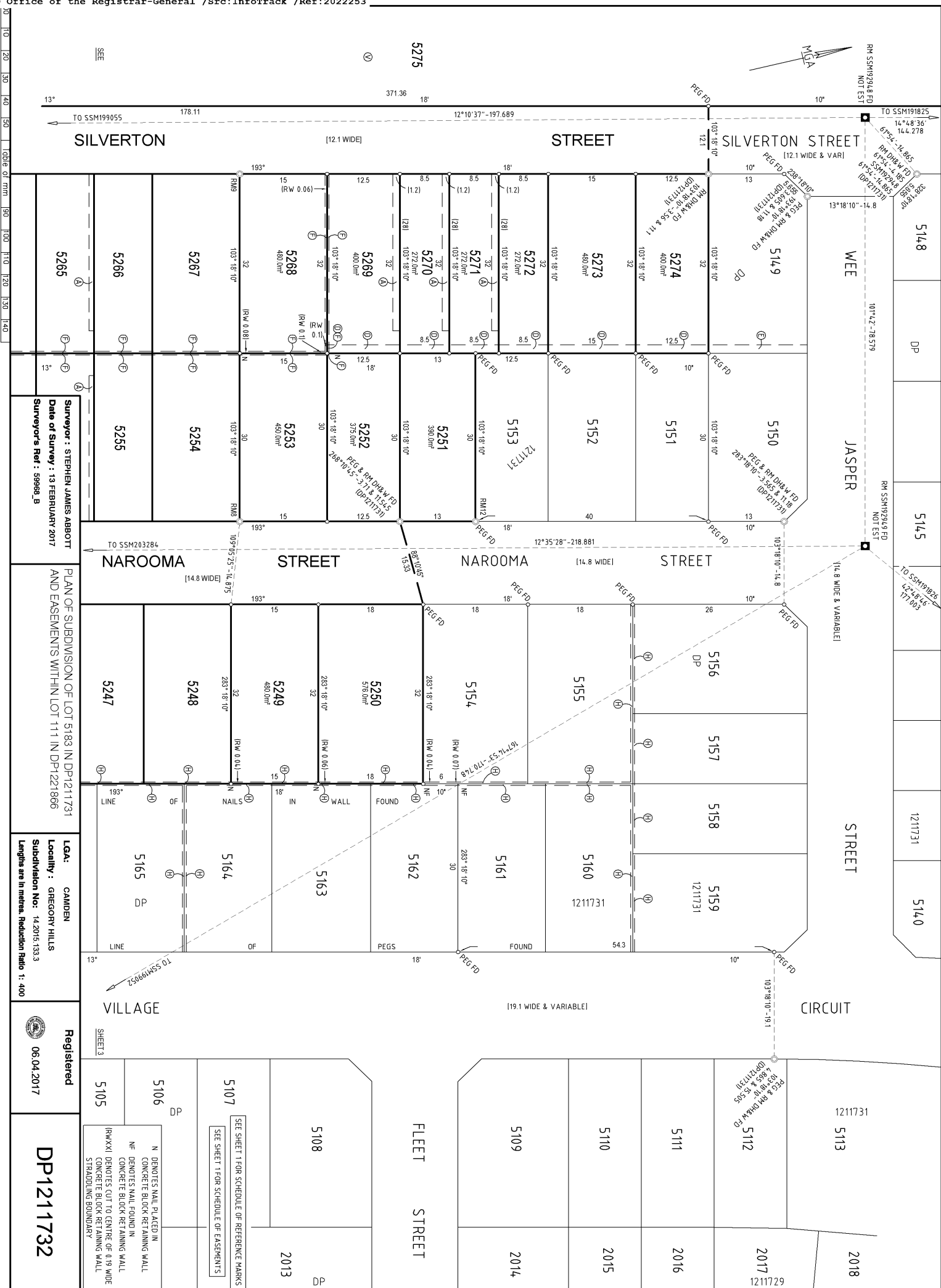
PLAN OF SUBDIVISION OF LOT 5183 IN DP1211731  
 AND EASEMENTS WITHIN LOT 111 IN DP1221866

LGAs: CAMDEN  
 Locality: GREGORY HILLS  
 Subdivision No: 14 2015 133.3  
 Lengths are in metres. Reduction Ratio 1: 400

Registered  
 06.04.2017

DP1211732

SHEET 4  
 5107  
 2013  
 N DENOTES NAIL PLACED IN CONCRETE BLOCK RETAINING WALL  
 NF DENOTES NAIL FOUND IN CONCRETE BLOCK RETAINING WALL  
 [RMXXI] DENOTES CUT TO CENTRE OF 0.19 WIDE STRADDLING BOUNDARY



SEE



**Surveyor:** STEPHEN JAMES ABBOTT  
**Date of Survey:** 13 FEBRUARY 2017  
**Surveyor's Ref:** 59968\_B

PLAN OF SUBDIVISION OF LOT 5183 IN DP1211731 AND EASEMENTS WITHIN LOT 111 IN DP1221866

**LGA:** CAMDEN  
**Locality:** GREGORY HILLS  
**Subdivision No:** 14.2015.133.3  
**Lengths are in metres. Reduction Ratio:** 1: 400

**Registered**  
06.04.2017

**DP1211732**

5106  
D  
N DENOTES NAIL PLACED IN CONCRETE BLOCK RETAINING WALL  
NF DENOTES NAIL FOUND IN CONCRETE BLOCK RETAINING WALL  
RXXXI DENOTES CUT TO CENTRE OF 0.19 WIDE CONCRETE BLOCK RETAINING WALL STRADDLING BOUNDARY

5107  
SEE SHEET 1 FOR SCHEDULE OF REFERENCE MARKS  
SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

5108  
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5109  
2014

5110  
2015

5111  
2016

5112  
2017

1211729

1211731  
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2018

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2019

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2020

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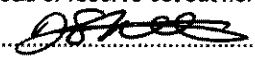
5139  
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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  06.04.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">DP1211732</p>
<p><b>PLAN OF SUBDIVISION OF LOT 5183 IN DP1211731 AND EASEMENTS WITHIN LOT 111 IN DP1221866</b></p>	<p>LGA: CAMDEN</p> <p>Locality: GREGORY HILLS</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <b>STEPHEN JAMES ABBOTT</b> of <b>LEAN LACKENBY &amp; HAYWARD L'POOL P/L</b> 209 NORTHUMBERLAND STREET LIVERPOOL NSW 2170 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on <u>13TH FEBRUARY 2017</u></p> <p>*(b) The part of the land shown in the plan (<del>*being/*excluding</del> <sup>^</sup>.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 13 FEBRUARY 2017</p> <p>Surveyor ID: 302</p> <p>Datum Line: "A"- "B"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><small>*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.</small></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Daniel Streater</u> <del>.....</del></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: <u>.....</u></p> <p>Consent Authority: <u>Camden Council</u></p> <p>Date of endorsement: <u>16-03-2017</u></p> <p>Subdivision Certificate number: <u>14-2015-133-3</u></p> <p>File number: <u>DA/2015/133</u></p> <p><small>*Strike through if inapplicable.</small></p>	<p>Plans used in the preparation of survey/compilation:</p> <p style="text-align: center;"><b>DP1188124 DP 1192118 DP1197230 DP1208219 DP1208220 DP1211729 DP1211730 DP1221866 DP1211731</b></p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p><b>IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:</b></p> <p><b>1. SILVERTON STREET (12.1 &amp; 14.8 WIDE &amp; VARIABLE)</b></p> <p><b>2. NAROOMA STREET (14.8 WIDE)</b></p> <p><b>3. VILLAGE CIRCUIT (19.1 WIDE &amp; VARIABLE) &amp; 16.1 WIDE</b></p> <p><b>4. DONOVAN BOULEVARD (19.1 WIDE &amp; VARIABLE) SUBJECT TO EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (K135414)</b></p>	<p>Surveyor's Reference: <b>59968/B/CHECKLIST</b></p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Office Use Only

Office Use Only

Registered: 06.04.2017



DP1211732

PLAN OF SUBDIVISION OF LOT 5183 IN DP1211731 AND EASEMENTS WITHIN LOT 111 IN DP1221866

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: 14.2015.133.3

Date of Endorsement: 16.03.2017

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

- 1. EASEMENT TO DRAIN WATER 1.5 WIDE (D)
2. EASEMENT FOR SUPPORT 0.3 WIDE (F)
3. EASEMENT FOR SUPPORT, MAINTENANCE & REPAIR 0.9 & 1.2 WIDE (A)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. EASEMENT FOR SUPPORT 0.9 WIDE (M)

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

- 1. EASEMENT TO DRAIN WATER VARIABLE WIDTH DENOTED (T) IN DP1211730
2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH DENOTED (N3) IN DP1211730
3. RIGHT OF CARRIAGEWAY 14.8 DENOTED (N) IN DP1211731

Handwritten signature and text: Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:59968/B

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  06.04.2017

DP1211732

PLAN OF SUBDIVISION OF  
 LOT 5183 IN DP1211731 AND EASEMENTS  
 WITHIN LOT 111 IN DP1221866

- 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: 14-2015-133-3

Date of Endorsement: 16-03-2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5201	96	DONOVAN	BOULEVARD	GREGORY HILLS
5202	98	DONOVAN	BOULEVARD	GREGORY HILLS
5203	100	DONOVAN	BOULEVARD	GREGORY HILLS
5204	102	DONOVAN	BOULEVARD	GREGORY HILLS
5205	104	DONOVAN	BOULEVARD	GREGORY HILLS
5206	106	DONOVAN	BOULEVARD	GREGORY HILLS
5207	108	DONOVAN	BOULEVARD	GREGORY HILLS
5208	110	DONOVAN	BOULEVARD	GREGORY HILLS
5209	112	DONOVAN	BOULEVARD	GREGORY HILLS
5210	114	DONOVAN	BOULEVARD	GREGORY HILLS
5211	116	VILLAGE	CIRCUIT	GREGORY HILLS
5212	141	DONOVAN	BOULEVARD	GREGORY HILLS
5213	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5214	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5215	2	CAPE YORK	STREET	GREGORY HILLS
5216	139	DONOVAN	BOULEVARD	GREGORY HILLS
5217	137	DONOVAN	BOULEVARD	GREGORY HILLS
5218	135	DONOVAN	BOULEVARD	GREGORY HILLS
5219	133	DONOVAN	BOULEVARD	GREGORY HILLS
5220	131	DONOVAN	BOULEVARD	GREGORY HILLS
5221	129	DONOVAN	BOULEVARD	GREGORY HILLS
5222	127	DONOVAN	BOULEVARD	GREGORY HILLS
5223	125	DONOVAN	BOULEVARD	GREGORY HILLS
5224	123	DONOVAN	BOULEVARD	GREGORY HILLS
5225	121	DONOVAN	BOULEVARD	GREGORY HILLS
5226	119	DONOVAN	BOULEVARD	GREGORY HILLS
5227	32	SILVERTON	STREET	GREGORY HILLS
5228	34	SILVERTON	STREET	GREGORY HILLS
5229	36	SILVERTON	STREET	GREGORY HILLS
5230	38	SILVERTON	STREET	GREGORY HILLS
5231	40	SILVERTON	STREET	GREGORY HILLS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 59968/B

  
 Council Authorised Person

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  06.04.2017

**DP1211732**

**PLAN OF SUBDIVISION OF  
LOT 5183 IN DP1211731 AND EASEMENTS  
WITHIN LOT 111 IN DP1221866**

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: 14.2015.133.3.....

Date of Endorsement: 16.03.2017.....

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5232	42	SILVERTON	STREET	GREGORY HILLS
5233	44	SILVERTON	STREET	GREGORY HILLS
5234	46	SILVERTON	STREET	GREGORY HILLS
5235	48	SILVERTON	STREET	GREGORY HILLS
5236	50	SILVERTON	STREET	GREGORY HILLS
5237	52	SILVERTON	STREET	GREGORY HILLS
5238	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5239	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5240	59	SILVERTON	STREET	GREGORY HILLS
5241	57	SILVERTON	STREET	GREGORY HILLS
5242	55	SILVERTON	STREET	GREGORY HILLS
5243	53	SILVERTON	STREET	GREGORY HILLS
5244	19	NAROOMA	STREET	GREGORY HILLS
5245	17	NAROOMA	STREET	GREGORY HILLS
5246	15	NAROOMA	STREET	GREGORY HILLS
5247	13	NAROOMA	STREET	GREGORY HILLS
5248	11	NAROOMA	STREET	GREGORY HILLS
5249	9	NAROOMA	STREET	GREGORY HILLS
5250	7	NAROOMA	STREET	GREGORY HILLS
5251	10	NAROOMA	STREET	GREGORY HILLS
5252	12	NAROOMA	STREET	GREGORY HILLS
5253	14	NAROOMA	STREET	GREGORY HILLS
5254	16	NAROOMA	STREET	GREGORY HILLS
5255	18	NAROOMA	STREET	GREGORY HILLS
5256	20	NAROOMA	STREET	GREGORY HILLS
5257	22	NAROOMA	STREET	GREGORY HILLS
5258	24	NAROOMA	STREET	GREGORY HILLS
5259	26	NAROOMA	STREET	GREGORY HILLS
5260	28	NAROOMA	STREET	GREGORY HILLS

If space is insufficient use additional annexure sheet

  
.....  
**Council Authorised Person**

Surveyor's Reference: 59968/B

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Office Use Only

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Registered:  06.04.2017

DP1211732

PLAN OF SUBDIVISION OF  
 LOT 5183 IN DP1211731 AND EASEMENTS  
 WITHIN LOT 111 IN DP1221866

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: 14-2015-133-3

Date of Endorsement: 16-03-2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5261	49	SILVERTON	STREET	GREGORY HILLS
5262	47	SILVERTON	STREET	GREGORY HILLS
5263	45	SILVERTON	STREET	GREGORY HILLS
5264	43	SILVERTON	STREET	GREGORY HILLS
5265	41	SILVERTON	STREET	GREGORY HILLS
5266	39	SILVERTON	STREET	GREGORY HILLS
5267	37	SILVERTON	STREET	GREGORY HILLS
5268	35	SILVERTON	STREET	GREGORY HILLS
5269	33	SILVERTON	STREET	GREGORY HILLS
5170	31	SILVERTON	STREET	GREGORY HILLS
5271	29	SILVERTON	STREET	GREGORY HILLS
5272	27	SILVERTON	STREET	GREGORY HILLS
5273	25	SILVERTON	STREET	GREGORY HILLS
5274	23	SILVERTON	STREET	GREGORY HILLS
5275	117	DONOVAN	BOULEVARD	GREGORY HILLS

  
 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 59968/B

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

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Registered:  06.04.2017

DP1211732

PLAN OF SUBDIVISION OF  
LOT 5183 IN DP1211731 AND EASEMENTS  
WITHIN LOT 111 IN DP1221866

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

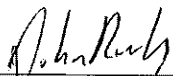
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel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

Subdivision Certificate number: 14.2015.133.3

Date of Endorsement: 16-03-2017


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.

Executed by the persons named below who signed this instrument on behalf of **Trustees of the Marist Brothers** pursuant to power of attorney dated 2 April 2014 Registered with Land and Property Information (NSW) Book 4665 No. 548

  
Witness (Signature)


JOHN ROWLEY  
Name of Witness (Print Name)

1/33 VILLAGE CAT  
GREGORY HILLS 2557  
Address of Witness

  
Witness (Signature)


JOHN ROWLEY  
Name of Witness (Print Name)

1/33 VILLAGE CAT  
GREGORY HILLS 2557  
Address of Witness

  
Attorney (Signature)

ANTHONY ROBINSON  
Name of Attorney (Print Name)

9 MARY ST HUNTERS HILL 2110  
Address of Attorney

  
Attorney (Signature)

BERNARD FRANCIS KENNA  
Name of Attorney (Print Name)

1/247 COWARD ST MASCOT 2020  
Address of Attorney

  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 59968/B

PLAN FORM 6A (2012)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

Office Use Only

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Registered:  06.04.2017

DP1211732

PLAN OF SUBDIVISION OF  
LOT 5183 IN DP1211731 AND EASEMENTS  
WITHIN LOT 111 IN DP1221866

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: 14-2015-133-3.....

Date of Endorsement: 16-03-2017.....

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

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

Signature of witness: 

Name of witness: Rodney Friedrich

Address of witness: Level 4, 6 Crofts Avenue  
Hurstville NSW 2220

Date: 20<sup>th</sup> of March 2017

Signature of attorney: 

Attorney's name: Ruth Chan

Attorney's position: Relationship Executive

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

Power of attorney - Book: 4548

- No: 494

P.O.A. dated 14 July 2008

  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 59968/B

**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 1 of 11 sheets)

Plan: **DP1211732**

Plan of Subdivision of Lot 5183 in DP 1211731 & Easements within Lot 111 in DP 1221866 covered by Council's Subdivision Certificate No. 14.2015.133.3 Dated 16.03.2017

**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 (D)	5201 5214 5215 5218 5217 5216 5269 5270 5271 5272 5273 5274	Areas designated D1-D8 in Lot 111 in DP 1221866 (F/I 111/1221866) 5213 5213, 5214 5219 5219, 5218 5219, 5218, 5217 5268 5268, 5269 5268, 5269, 5270 5268, 5269, 5270, 5271 5268, 5269, 5270, 5271, 5272 5268, 5269, 5270, 5271, 5272, 5273
2	Easement for support 0.3 wide (F)	5201 5202 5203 5204 5205 5206 5207 5216 5217 5218 5219 5220 5221 5222	Area designated D1 in Lot 111 in DP 1221866 Area designated D1 & D2 in Lot 111 in DP 1221866 Area designated D2 & D3 in Lot 111 in DP 1221866 Area designated D3, D4 & D5 in Lot 111 in DP 1221866 Area designated D5, D6 & D7 in Lot 111 in DP 1221866 5207, Area designated D7 & D8 in Lot 111 in DP 1221866 5206, Area designated D8 in Lot 111 in DP 1221866 5237 5236 5235, 5236 5234, 5235, 5220 5232, 5233, 5234, 5219 5231, 5232 5230, 5231

  
 Registered Proprietor

  
 Registered Proprietor

  
 Council Authorised Delegate




**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 11 sheets)

Plan: **DP1211732**

Plan of Subdivision of Lot 5183 in DP 1211731 & Easements within Lot 111 in DP 1221866 covered by Council's Subdivision Certificate No. 14.2015.133.3 Dated 16.03.2017

2	Easement for support 0.3 wide (F) continued	5223 5224 5225 5226 5227 5228 5229 5230 5231 5232 5233 5234 5235 5236 5237 5238 5239 5240 5241 5242 5243 5244 5245 5246 5252 5253 5254 5255 5256 5257 5258 5259 5260 5261 5262 5263 5264 5265 5266 5267 5268 5269 Lot 111 in DP 1221866	5229, 5230 5228, 5229 5227, 5228 5227 5225, 5226 5224, 5225 5223, 5224 5222, 5223 5221, 5222 5220, 5221 5220 5219, 5220 5218, 5219 5217, 5218 5216 5244, 5245, 5246 5240, 5241, 5242, 5244 5239, 5241 5239, 5240 5239, 5244 5244 5238, 5239, 5242, 5243 5238 5238 5238 5253, 5268, 5269 5252, 5268, 5269 5267 5266 5265 5264 5263 5261, 5262 5261 5259, 5260 5259 5258 5257 5256 5255 5254 5252, 5253, 5269 5252, 5253, 5268 5201-5207 incl
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 Registered Proprietor

  
 Council Authorised Delegate

**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 3 of 11 sheets)

Plan: **DP1211732**

Plan of Subdivision of Lot 5183 in DP 1211731 & Easements within Lot 111 in DP 1221866 covered by Council's Subdivision Certificate No. 14.2015.133.3 Dated 16.03.2017


3	Easement for support, maintenance & repair 0.9 & 1.2 wide (A)	5212 5213 5226 5231 5232 5233 5256 5257 5258 5263 5264 5265 5269 5270 5271	5213 5214 5225 5232 5233 5234 5255 5256 5257 5264 5265 5266 5270 5271 5272
4	Restriction on the use of land	5201-5274 incl.	Camden Council
5	Restriction on the use of land	5201-5274 incl.	Camden Council
6	Restriction on the use of land	5201-5212 incl & 5216-5226 incl	Camden Council
7	Restriction on the use of land	Each lot except Lot 5275	Every other lot except Lot 5275
8	Restriction on the use of land	5270, 5271, 5272	Camden Council
9	Restriction on the use of land	5201-5274 incl.	Camden Council
10	Easement for support 0.9 wide (M)	5226	5275

**Part 1A (Release)**

1	Easement to drain water variable width (denoted (T) in DP 1211730)	Lot 5183 in DP 1211731 (F/I 5183/1211731)	Camden Council
2	Right of Carriageway variable width (denoted (N3) in DP 1211730)	Lot 5183 in DP 1211731	Camden Council
3	Right of carriageway 14.8 wide (denoted (N) in DP 1211731)	Lot 5183 in DP 1211731	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.**

(Sheet 4 of 11 sheets)

Plan: **DP1211732**

Plan of Subdivision of Lot 5183 in DP 1211731 & Easements within Lot 111 in DP 1221866 covered by Council's Subdivision Certificate No. 14.2015.133.3 Dated 16.03.2017

**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 8 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.**

(Sheet 5 of 11 sheets)

Plan: **DP1211732**

Plan of Subdivision of Lot 5183 in DP 1211731 & Easements within Lot 111 in DP 1221866 covered by Council's Subdivision Certificate No. 14.2015.133.3 Dated 16.03.2017

**3. Terms of the easement for support, maintenance and repair 0.9 & 1.2 wide numbered 3 in the plan:**

3.1 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.

3.2 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.

3.3 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 3 in the plan – Camden Council

**4. Terms of restriction on the use of land numbered 4 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 4 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.**

(Sheet 6 of 11 sheets)

**Plan: DP1211732**

Plan of Subdivision of Lot 5183 in  
DP 1211731 & Easements within Lot  
111 in DP 1221866 covered by  
Council's Subdivision Certificate No.  
14.2015.133.3 Dated 16.03.2017

**5. Terms of restriction on the use of land number 5 in the plan:**

No Dwelling may be erected on any Lot Burdened unless

- 5.1. the dwelling, landscaping and associated works for that Dwelling are constructed in accordance with Salinity Investigation and Management Plan, Stages 5, 12, 13, 17, 18, & 20 Gregory Hills prepared by Douglas Partners project 76568.34 dated December 2014.
- 5.2 Compliance with 5.1 above is demonstrated for each residential development application.

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

**6. Terms of restriction on the use of land numbered 6 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 walls and doors, roof / ceiling construction and mechanical ventilation) for that Dwelling are in accordance with the Section 5 Zone B – of the Gregory Hills Stage 5, 18 & 20 Noise Impact Assessment Report dated 8 January 2015 Ref 20141499.1 revision 1 prepared by Acoustic Logic.
- (b) the internal noise levels contained within the Turner Road Development Control Plan 2007 are achieved for that Dwelling.
- (c) 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
- (d) compliance with points (a), (b) & (c) is demonstrated for each dwelling application

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

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

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

- 7.1.1 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 "F"

  
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Registered Proprietor

  
Council Authorised Delegate

**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 7 of 11 sheets)

Plan: **DP1211732**

Plan of Subdivision of Lot 5183 in  
DP 1211731 & Easements within Lot  
111 in DP 1221866 covered by  
Council's Subdivision Certificate No.  
14.2015.133.3 Dated 16.03.2017

- 7.1.2 exceeds 1 metre in height for the front boundary;
- 7.1.3 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
- 7.1.4 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.
- 7.2 The Owner may not seek a contribution, compensation or re-imburement 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.
- 7.3 The Owner of any Lot Burdened must not:
- 7.3.1 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
- 7.3.2 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.
- 7.4 The Owner of any Lot Burdened must:
- 7.4.1 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;
- 7.4.2 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;
- 7.4.3 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;
- 7.4.4 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;

  
Registered Proprietor

  
Registered Proprietor

  
Council Authorised Delegate

**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 8 of 11 sheets)

Plan: **DP1211732**

Plan of Subdivision of Lot 5183 in DP 1211731 & Easements within Lot 111 in DP 1221866 covered by Council's Subdivision Certificate No. 14.2015.133.3 Dated 16.03.2017

- 7.4.5 not park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and
- 7.4.6 not undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).
- 7.5 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 7 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.

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

No dwelling is to be erected upon the lot burdened unless the minimum setbacks are in accordance with the plan DARG-1-028 Dated 28<sup>th</sup> January 2015, Revision A, as noted in the Development Application Consent (DA No 133/2015)

NAME OF AUTHORITY having the power to release, vary or modify the restriction numbered 8 in the plan – Camden Council.

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

No building shall be erected upon the Lot Burdened unless

- (a) the front, rear and side setbacks are consistent with minimum setbacks stipulated in the Turner Road Development Control Plan 2007
- (b) 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.

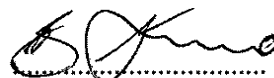
NAME OF AUTHORITY having the power to release, vary or modify the restriction numbered 9 in the plan – Camden Council.

**10. Terms of easement for support 0.9 wide numbered 10 in the plan:**

10.1 The owner of the Lot Burdened may:

- 10.1.1 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):

  
Registered Proprietor

  
Registered Proprietor

  
Council Authorised Delegate

**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 9 of 11 sheets)

**Plan: DP1211732**

Plan of Subdivision of Lot 5183 in DP 1211731 & Easements within Lot 111 in DP 1221866 covered by Council's Subdivision Certificate No. 14.2015.133.3 Dated 16.03.2017

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

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

- 10.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
- 10.2.2 interfere with the Retaining Wall in any way.

10.3 If the Owner of the Lot Burdened breaches clause 10.2, Camden Council (The Council) may serve a notice on the Owner of the Lot Burdened requiring:

- 10.3.1 the relevant actions to stop; and
- 10.3.2 the relevant breach to be rectified.

10.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 10.3, 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.

10.5 If the Council exercises its powers under clause 10.4, it must:


- 10.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
- 10.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
- 10.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
- 10.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
- 10.5.5 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 10 in the plan – Camden Council.

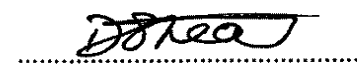
**Definitions and interpretation**

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.

  
Registered Proprietor

  
Registered Proprietor

  
Council Authorised Delegate



**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.**

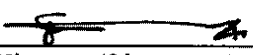
(Sheet 10 of 11 sheets)

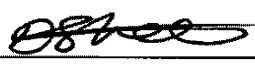
Plan: **DP1211732**

Plan of Subdivision of Lot 5183 in  
DP 1211731 & Easements within Lot  
111 in DP 1221866 covered by  
Council's Subdivision Certificate No.  
14.2015.133.3 Dated 16.03.2017

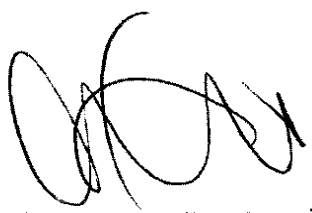
**Execution**

**Camden Council** by its authorised delegate pursuant to s377 Local Government Act 1993.

  
\_\_\_\_\_  
Witness (Signature)  
  
SUGULE MOHAMED  
Name of Witness (Print Name)

  
\_\_\_\_\_  
Authorised Delegate (Signature)  
  
Daniel Streater  
Name of Authorised Delegate (Print Name)


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

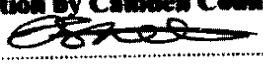
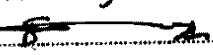



Stuart Carey  
Executive Manager  
Corporate Financial Services  
Sydney South 2853 001

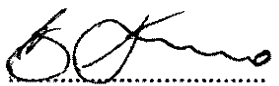
Signed at Hurstville, the 30<sup>th</sup> day of  
March 2017 for Commonwealth  
Bank of Australia A.C.N. 123 123 124 by  
its duly appointed Attorney under Power  
of Attorney Book 4548 No. 494

P.O.A. 14-7-2008

Witness:  
  
Mary Tchamkertenian  
Account Manager  
Corporate Financial Services  
Sydney South

**Execution by Camden Council:**  
Signature:   
Signed by: Daniel Streater  
Authorised officer as a delegate of Camden Council pursuant to S.378  
of the Local Government Act 1993 and I hereby certify that I have no  
notice of revocation of such delegation.  
Authority of Officer: Manager Certification  
Witness Signature:   
Name of Witness: SUGULE MOHAMED  
Address of Witness: 70 Central Ave  
Oran Park 2570

  
Registered Proprietor

  
Registered Proprietor

  
Council Authorised Delegate

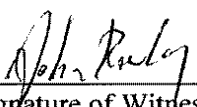
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 11 of 11 sheets)

Plan: **DP1211732**

Plan of Subdivision of Lot 5183 in  
DP 1211731 & Easements within Lot  
111 in DP 1221866 covered by  
Council's Subdivision Certificate No.  
14.2015.133.3 Dated 16.03.2017

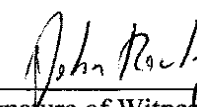
I certify that the person signing opposite,  
with whom I am personally acquainted  
or as to whose identity I am otherwise  
satisfied, signed this instrument in my  
presence.

  
\_\_\_\_\_  
Signature of Witness

JOHN ROWLEY  
\_\_\_\_\_  
Name of Witness (PRINT)

1/33 VILLAGE CRT  
\_\_\_\_\_  
GREGORY HILLS 2557  
\_\_\_\_\_  
Address of Witness (PRINT)

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.

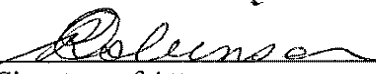
  
\_\_\_\_\_  
Signature of Witness

JOHN ROWLEY  
\_\_\_\_\_  
Name of Witness (PRINT)

1/33 VILLAGE CRT  
\_\_\_\_\_  
GREGORY HILLS 2557  
\_\_\_\_\_  
Address of Witness (PRINT)

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

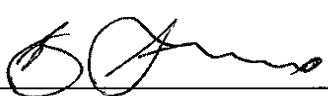
  
\_\_\_\_\_  
Signature of Attorney

ANTHONY ROBINSON  
\_\_\_\_\_  
Name of Attorney (PRINT)

PROVINCE BURBARK  
\_\_\_\_\_  
Title (PRINT)


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

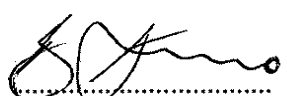
TRUSTEES OF THE MARIST BROTHERS  
ABN 91 064 875 510 pursuant  
to Power of attorney dated  
2 April 2014 registered with Land &  
Property Information (NSW)  
Book 4665 No. 548


  
\_\_\_\_\_  
Signature of Attorney

BERNARD FRANCIS KENNNA  
\_\_\_\_\_  
Name of Attorney (PRINT)

DIRECTOR OF BUSINESS SERVICES  
\_\_\_\_\_  
Title (PRINT)

  
\_\_\_\_\_  
Registered Proprietor

  
\_\_\_\_\_  
Registered Proprietor

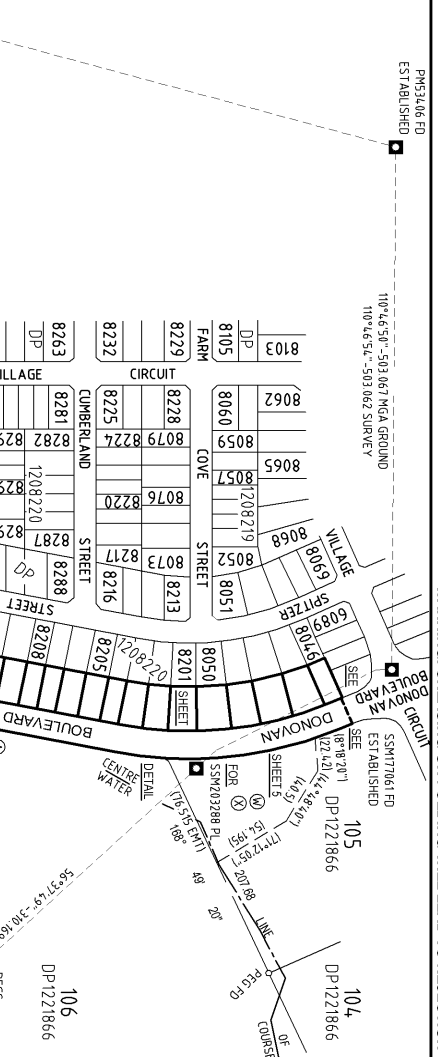
  
\_\_\_\_\_  
Council Authorised Delegate

PLAN FORM 2 (A2)

SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE
1	103°18'10"	32
2	103°18'10"	30
3	242°25'50"	6.05
4	103°30'40"	15.07
5	151°20'10"	5.35
6	104°45'15"	19.105
7	56°18'10"	5.655
8	103°18'10"	26
9	371°11'35"	20.905
10	13°18'10"	30
11	102°18'10"	24.5
12	193°18'10"	0.765
13	103°18'10"	16.1
14	13°18'10"	3.47
18	193°18'10"	4.0
19	103°18'10"	30
20	193°18'10"	13
21	88°10'45"	15.33

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



SCHEDULE OF REFERENCE MARKS PLACED

N°	BEARING	DISTANCE	TYPE	N°	BEARING	DISTANCE	TYPE
RM1	322°05'45"	4.065	DR&W	RM10	203°18'10"	3.45	DR&W
RM2	198°46'35"	1.73	SSM192946	RM11	203°18'10"	1.18	DR&W
RM3	198°46'35"	3.51	DR&W	RM12	61°54'	4.185	DR&W
RM4	196°44'7"	1.24	DR&W	RM13	61°54'	1.665	SSM192948
RM5	196°44'7"	3.6	DR&W	RM14	193°18'10"	1.18	DR&W
RM6	196°44'7"	1.185	DR&W	RM15	193°18'10"	1.18	DR&W
RM7	132°33'30"	4.225	DR&W	RM16	103°18'10"	3.56	DR&W
RM8	122°33'30"	12.31	SSM192947	RM17	103°18'10"	1.1	DR&W
RM9	76°00'	3.99	DR&W	RM18	268°10'45"	3.71	DR&W
	108°18'10"	12.485	DR&W	RM19	268°10'45"	11.545	DR&W
	108°18'10"	4.94	DR&W	RM20	13°18'10"	3.965	DR&W
	103°18'10"	15.465	DR&W	RM21	11°14'	11.14	DR&W
	103°18'10"	4.865	DR&W	RM22	136°53'15"	5.45	DR&W
	103°18'10"	15.505	DR&W	RM23	136°53'15"	18.59	SSM192951
	263°44'55"	5.3	SSM192950	RM24	134°18'10"	3.615	DR&W
	143°30'42"	1.955	DR&W	RM25	134°18'10"	10.96	DR&W
	143°30'42"	4.365	SSM192949	RM26	139°23'25"	5.325	DR&W
	143°30'42"	11.445	DR&W	RM27	139°23'25"	19.225	SSM192952
				RM28	65°11'	4.81	DR&W

SEE SHEET 4 FOR MGA TABLE

SCHEDULE OF EASEMENTS

- ① EASEMENT FOR PADMOUNT SUBSTATION 2.15 x 2.8 WIDE
- ② RESTRICTION ON THE USE OF LAND (No. 4)
- ③ RESTRICTION ON THE USE OF LAND (No. 5)
- ④ EASEMENT TO DRAIN WATER 15 WIDE
- ⑤ EASEMENT TO DRAIN WATER 15 WIDE (DP1211729)
- ⑥ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211729)
- ⑦ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211729)
- ⑧ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211729)
- ⑨ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211729)
- ⑩ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211729)
- ⑪ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211729)
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- ⑭ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211729)
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- ㊾ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211729)
- ㊿ EASEMENT FOR SUPPORT 0.3 WIDE (DP1211729)

SCHEDULE OF SHORT CURVED LINES

N°	BEARING	DISTANCE	ARC	RADIUS
22	115°09'45"	28.565	164.8 22	
23	115°09'45"	33.735	1613.76	

SCHEDULE OF SHORT CURVED LINES

N°	BEARING	DISTANCE	ARC	RADIUS
22	115°09'45"	28.565	164.8 22	
23	115°09'45"	33.735	1613.76	

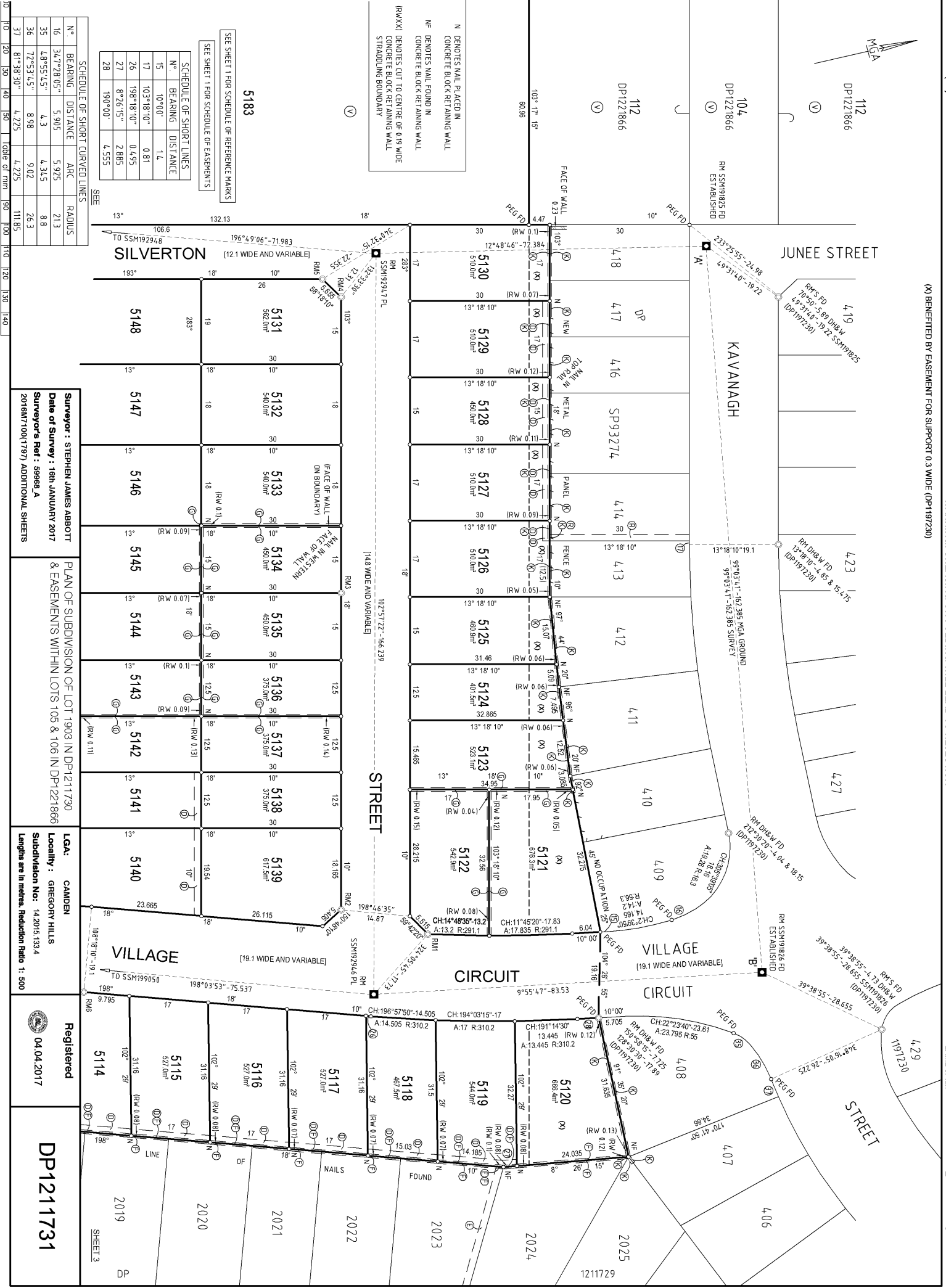
Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 16th JANUARY 2017  
 Surveyor's Ref: 59988\_A  
 2016M710011797 ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 1903 IN DP1211730  
 & EASEMENTS WITHIN LOTS 105 & 106 IN DP1221866

LGA: CAMDEN  
 Locality: GREGORY HILLS  
 Subdivision No: 14 2015 133.4  
 Lengths are in metres. Reduction Ratio 1:2500

Registered  
 04.04.2017

DP1211731



N DENOTES NAIL PLACED IN CONCRETE BLOCK RETAINING WALL  
 NF DENOTES NAIL FOUND IN CONCRETE BLOCK RETAINING WALL  
 (RMXXI) DENOTES CUT TO CENTRE OF 0.19 WIDE CONCRETE BLOCK RETAINING WALL STRADDLING BOUNDARY

SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

SCHEDULE OF SHORT LINES	BEARING	DISTANCE
15	10° 00'	1.4
17	103° 18' 10"	0.81
26	198° 18' 10"	0.495
27	82° 26' 15"	2.885
28	190° 00'	4.555

SEE

SCHEDULE OF SHORT CURVED LINES	BEARING	DISTANCE	AFC	RADIUS
16	347° 28' 05"	5.995	5.925	21.3
35	48° 55' 45"	4.3	4.315	8.8
36	172° 51' 45"	8.98	9.02	26.3
37	81° 38' 30"	4.225	4.225	111.85

**Surveyor:** STEPHEN JAMES ABBOTT  
**Date of Survey:** 16th JANUARY 2017  
**Surveyor's Ref:** 59968\_A  
 2016/M/71004(1797) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 1903 IN DP1211730 & EASEMENTS WITHIN LOTS 105 & 106 IN DP1221866

**LGA:** CAMDEN  
**Locality:** GREGORY HILLS  
**Subdivision No:** 14 2015 133.4  
 Lengths are in metres. Reduction Ratio 1: 500

**Registered**  
 04.04.2017  
**DP1211731**  
 SHEET 3  
 2019  
 2020  
 2021  
 2022  
 2023  
 2024  
 2025



SCHEDULE OF SHORT CURVED LINES

N°	BEARING	DISTANCE	ARC	RADIUS
24	193°31'15"	2.2	2	299.8
25	197°43'35"	5.83	5.83	289.8
29	18°02'55"	2.745	2.745	308.9
30	193°27'35"	1.695	1.695	308.9

THE AREA DESIGNATED (D1) IS BENEFITED BY EASEMENT TO DRINK WATER 1.5 WIDE (D1) BY EASEMENT FOR SUPPORT 0.3 WIDE (D1)

SEE SHEET 1 FOR SCHEDULE OF REFERENCE MARKS

SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

**Surveyor:** STEPHEN JAMES ABBOTT  
**Date of Survey:** 16th JANUARY 2017  
**Surveyor's Ref:** 59968\_A  
 2016M/7100(1797) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 1903 IN DP1211730 & EASEMENTS WITHIN LOTS 105 & 106 IN DP1211866

**LGA:** CAMDEN  
**Locality:** GREGORY HILLS  
**Subdivision No:** 14 2015 133.4  
 Lengths are in metres. Reduction Ratio 1: 500

**Registered**  
 04.04.2017

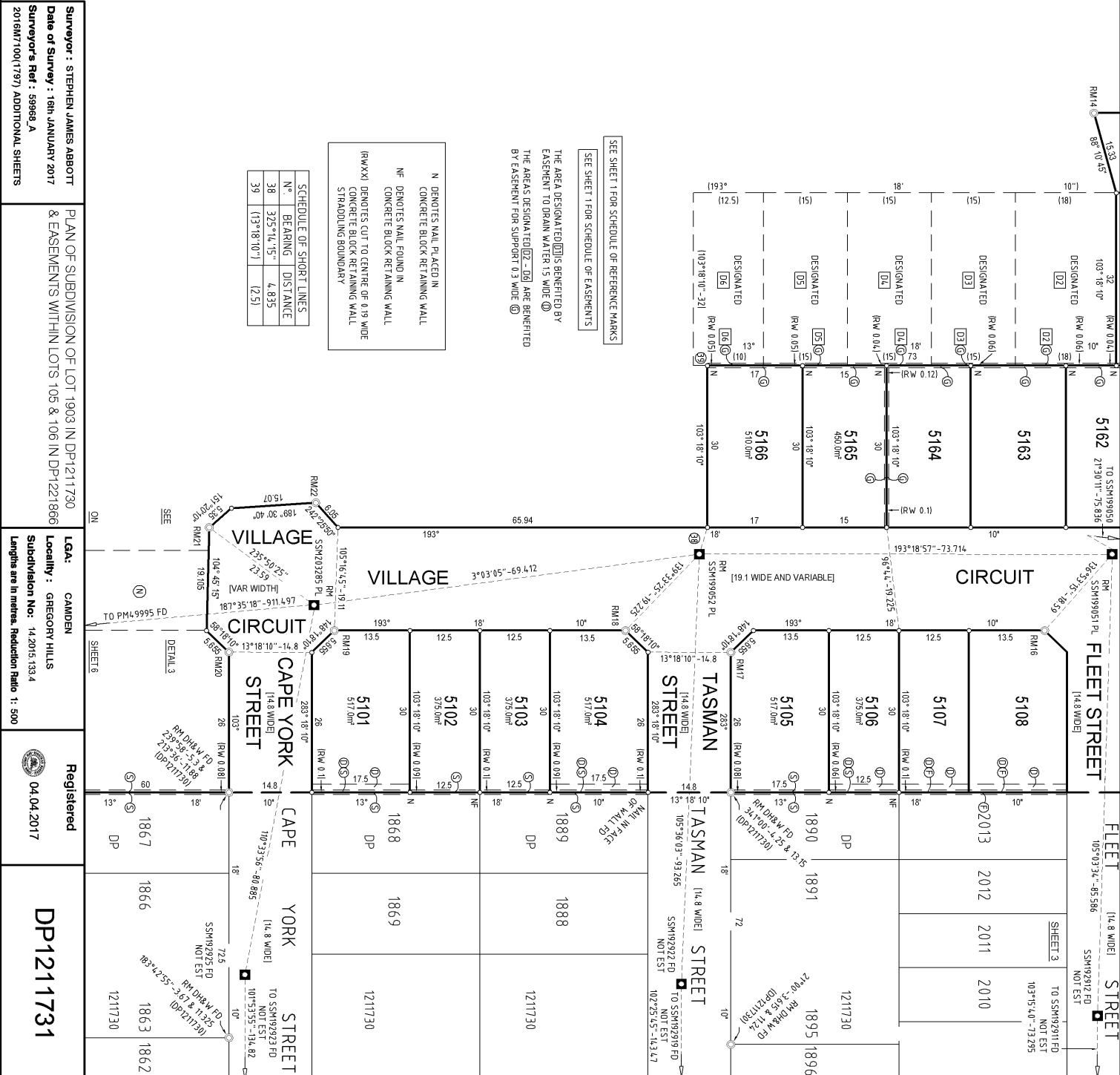
**DP1211731**

1890 1891 1892 1893 1211730



MARK	MEGA CO-ORDINATES	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PH 48994	295 413 892	6 232 109 154	B	2	FOUND	SCMS	
PH 48995	295 708 221	6 231 187 249	C	3	FOUND	SCMS	
PH 53406	294 338 476	6 232 327 051	C	3	FOUND	SCMS	
SSM 17764	295 808 861	6 232 148 551	C	4	FOUND	SCMS	
SSM 18925	295 254 595	6 232 482 187	C	4	FOUND	SCMS	
SSM 18926	295 414 909	6 232 456 670	C	4	FOUND	SCMS	
SSM 19211	295 913	6 232 193	U	U	FOUND	SCMS	
SSM 19212	295 432	6 232 210	U	U	FOUND	SCMS	
SSM 19219	295 562	6 232 104	U	U	FOUND	SCMS	
SSM 19222	295 422	6 232 135	U	U	FOUND	SCMS	
SSM 19232	295 536	6 232 035	U	U	FOUND	SCMS	
SSM 19235	295 404	6 232 062	U	U	FOUND	SCMS	
SSM 19246	295 400 503	6 232 374 324	N/A	N/A	CADASTRAL TRAVERSE	PLACED	
SSM 19247	295 238 481	6 232 411 599	N/A	N/A	CADASTRAL TRAVERSE	PLACED	
SSM 19248	295 217 652	6 232 342 689	N/A	N/A	CADASTRAL TRAVERSE	PLACED	
SSM 19249	295 294 605	6 232 326 753	N/A	N/A	CADASTRAL TRAVERSE	PLACED	
SSM 19250	295 317 078	6 232 302 504	N/A	N/A	CADASTRAL TRAVERSE	PLACED	
SSM 19251	295 349 277	6 232 231 939	N/A	N/A	CADASTRAL TRAVERSE	PLACED	
SSM 19252	295 332 298	6 232 160 200	N/A	N/A	CADASTRAL TRAVERSE	PLACED	
SSM 20325	295 328 603	6 232 090 880	C	N/A	CADASTRAL TRAVERSE	PLACED	
SSM 20328	294 958 594	6 232 172 068	C	N/A	CADASTRAL TRAVERSE	PLACED	

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(B) AND 6(1)(2)  
 SOURCE: MGA CO-ORDINATES ADAPTED FROM SCMS LIP AT 29th DECEMBER 2016  
 COMBINED SCALE FACTOR: 1.000194  
 ZONE 56



N DENOTES WALL PLACED IN CONCRETE BLOCK RETAINING WALL  
 NE DENOTES WALL FOUND IN CONCRETE BLOCK RETAINING WALL  
 (RMXX) DENOTES CUT TO CENTRE OF 0.19 WIDE STRADDLING BOUNDARY

SCHEDULE OF SHORT LINES	N°	BEARING	DISTANCE
38	325°14'15"	4.835	
39	13°18'10"?	12.51	

SEE SHEET 1 FOR SCHEDULE OF REFERENCE MARKS  
 SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

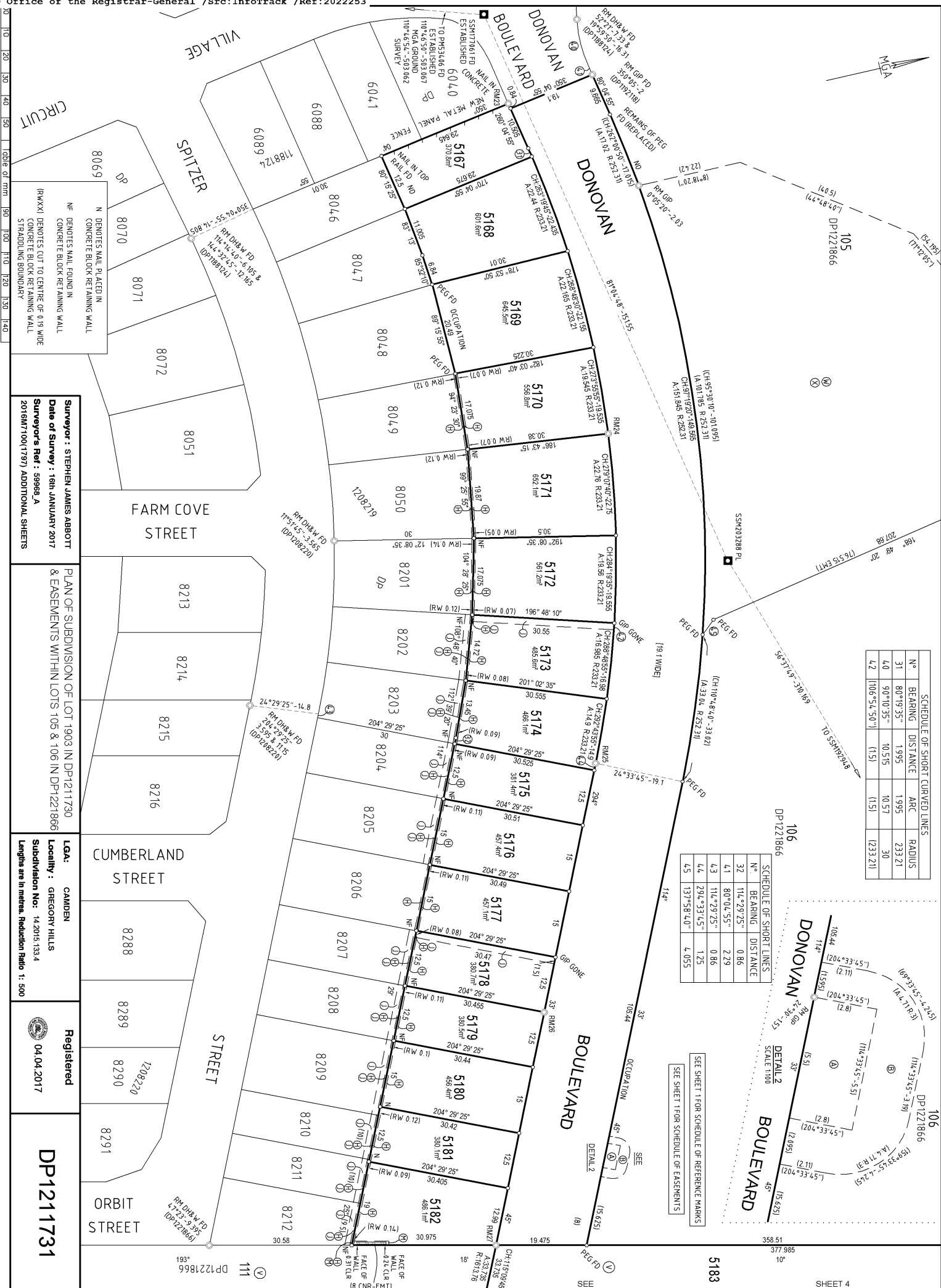
THE AREA DESIGNATED (D1) IS BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE  
 THE AREAS DESIGNATED (D2) ARE BENEFITED BY EASEMENT FOR SUPPORT 0.3 WIDE

**Surveyor:** STEPHEN JAMES ABBOTT  
**Date of Survey:** 16th JANUARY 2017  
**Surveyor's Ref:** 59968\_A  
 2016M71001(1797) ADDITIONAL SHEETS

**LGAs:** CAMDEN  
**Locality:** GREGORY HILLS  
**Subdivision No:** 14 2015 133.4  
 Lengths are in metres. Reduction Ratio 1: 500

**Registered** 04.04.2017

**DP1211731**

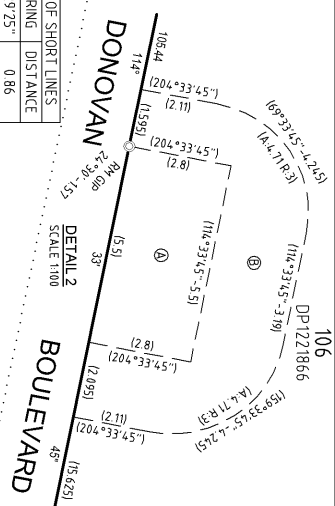


SCHEDULE OF SHORT CURVED LINES

N°	BEARING	DISTANCE	ARC	RADIUS
31	80°19'35"	1995	233.21	30
4.0	90°10'35"	10.515	10.57	30
4.2	100°54'50"	(1.51)	(233.21)	

SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE
3.2	114°29'25"	0.86
4.1	80°04'55"	2.29
4.3	114°29'25"	0.86
4.4	294°33'45"	1.25
4.5	137°58'40"	4.055



SEE SHEET 1 FOR SCHEDULE OF REFERENCE MARKS  
 SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

N DENOTES NAIL PLACED IN CONCRETE BLOCK RETAINING WALL  
 NF DENOTES NAIL FOUND IN CONCRETE BLOCK RETAINING WALL  
 (RXXX) DENOTES CUT TO CENTRE OF 0.19 WIDE CONCRETE BLOCK RETAINING WALL STRADDLING BOUNDARY

**Surveyor:** STEPHEN JAMES ABBOTT  
**Date of Survey:** 16th JANUARY 2017  
**Surveyor's Ref:** 59968\_A  
 2016M71004(1797) ADDITIONAL SHEETS

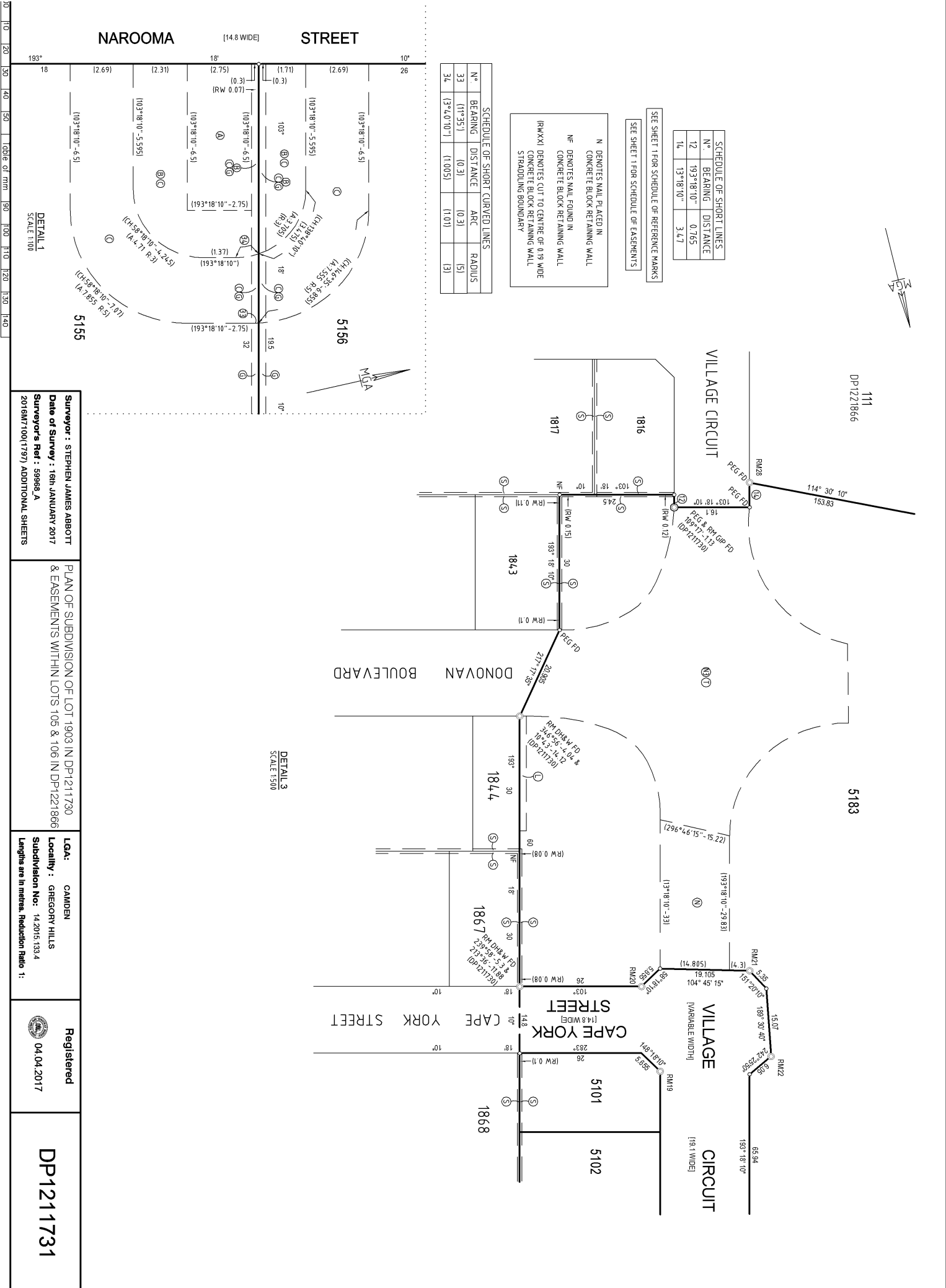
PLAN OF SUBDIVISION OF LOT 1903 IN DP1211730 & EASEMENTS WITHIN LOTS 105 & 106 IN DP1221866

**LGA:** CAMDEN  
**Locality:** GREGORY HILLS  
**Subdivision No:** 14 2015 133.4  
 Lengths are in metres. Reduction Ratio 1: 500

**Registered**  
 04.04.2017

**DP1211731**

DP1221866



SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE
12	193°18'10"	0.765
14	13°18'10"	3.47

SEE SHEET 1 FOR SCHEDULE OF REFERENCE MARKS  
 SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

N DENOTES WALL PLACED IN CONCRETE BLOCK RETAINING WALL  
 NE DENOTES WALL FOUND IN CONCRETE BLOCK RETAINING WALL  
 (RWXX) DENOTES CUT TO CENTRE OF 0.19 WIDE CONCRETE BLOCK RETAINING WALL STRADDLING BOUNDARY

SCHEDULE OF SHORT CURVED LINES

N°	BEARING	DISTANCE	ARC	RADIUS
33	(11°35')	(0.3)	(0.3)	(5)
34	(3°40'10")	(1.005)	(1.01)	(3)

Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 16th JANUARY 2017  
 Surveyor's Ref: 59968\_A  
 2016M/71004(1797) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 1903 IN DP1211730  
 & EASEMENTS WITHIN LOTS 105 & 106 IN DP1221866

LGA: CAMDEN  
 Locality: GREGORY HILLS  
 Subdivision No: 14 2015 133.4  
 Lengths are in metres. Reduction Ratio: 1:


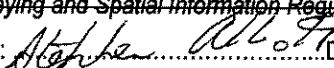
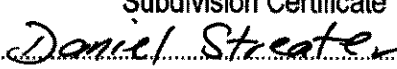
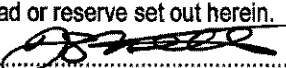
Registered  
 04.04.2017

DP1211731



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  04.04.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> <p><b>PLAN OF SUBDIVISION OF LOT 1903 IN DP1211730 &amp; EASEMENTS WITHIN LOTS 105 &amp; 106 IN DP1221866</b></p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1211731</p>
<p><b>PLAN OF SUBDIVISION OF LOT 1903 IN DP1211730 &amp; EASEMENTS WITHIN LOTS 105 &amp; 106 IN DP1221866</b></p>	<p>LGA: CAMDEN</p> <p>Locality: GREGORY HILLS</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <b>STEPHEN JAMES ABBOTT</b> of <b>LEAN LACKENBY &amp; HAYWARD L'POOL P/L</b> 209 NORTHUMBERLAND STREET LIVERPOOL NSW 2170 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on .. <b>16 JANUARY 2017</b></p> <p>*(b) <del>The part of the land shown in the plan ("being" excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: <b>16 JANUARY 2017</b></p> <p>Surveyor ID: <b>302</b></p> <p>Datum Line: "A"- "B"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I,  ..... *Authorised Person/*General Manager/* Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: <b>Camden Council</b> .....</p> <p>Date of endorsement: <b>16. 03. 2017</b> .....</p> <p>Subdivision Certificate number: <b>14. 2015. 133. 4</b> .....</p> <p>File number: <b>DA/2015/133(2)</b> .....</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p><b>IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:</b></p> <ol style="list-style-type: none"> <li>1. TASMAN STREET (14.8 WIDE)</li> <li>2. WEE JASPER STREET (14.8 WIDE AND VARIABLE)</li> <li>3. CAPE YORK STREET (14.8 WIDE)</li> <li>4. FLEET STREET (14.8 WIDE)</li> <li>5. SILVERTON STREET (12.1 &amp; 14.8 WIDE &amp; VARIABLE)</li> <li>6. NAROOMA STREET (14.8 WIDE)</li> <li>7. VILLAGE CIRCUIT (19.1 WIDE AND VARIABLE)</li> <li>8. DONOVAN BOULEVARD (19.1 WIDE)</li> </ol>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation.</p> <p style="text-align: center;">DP1188124 DP 1192118 DP1197230 DP1208219 DP1208220 DP1211729 DP1211730 DP1221866</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p style="text-align: center;">Surveyor's Reference: <b>59968/A/CHECKLIST</b> <b>2016M7100(1797) ADDITIONAL SHEETS</b></p>

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  04.04.2017

**DP1211731**

**PLAN OF SUBDIVISION OF  
LOT 1903 IN DP1211730 & EASEMENTS  
WITHIN LOTS 105 & 106 IN DP1221866**

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: 14.2015.133.4

Date of Endorsement: 16.03.2017

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (D)
2. EASEMENT FOR SUPPORT 0.3 WIDE (G)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 & 2.8 WIDE (A)
4. RESTRICTION ON THE USE OF LAND (B)
5. RESTRICTION ON THE USE OF LAND (C)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. EASEMENT TO DRAIN WATER VARIABLE WIDTH (W)
11. PUBLIC POSITIVE COVENANT UNDER SECTION 88E OF THE CONVEYANCING <sup>ACT</sup> ~~ACT~~ 1919
12. RESTRICTION ON THE USE OF LAND
13. RIGHT OF CARRIAGEWAY 14.8 WIDE (N)
14. EASEMENT FOR SUPPORT 0.9 WIDE (M)

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

1. EASEMENT TO DRAIN WATER 4 WIDE (N) (DP1208220)
2. RIGHT OF CARRIAGEWAY 14.8 WIDE AND VARIABLE WIDTH (N4)(DP1211730)
3. ~~RIGHT OF CARRIAGEWAY 16.5 WIDE (S)(DP1211729)~~

  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 59968/A/CHECKLIST 2016M7100(1797) ADDITIONAL SHEETS

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  04.04.2017

DP1211731

PLAN OF SUBDIVISION OF  
LOT 1903 IN DP1211730 & EASEMENTS  
WITHIN LOTS 105 & 106 IN DP1221866

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: 14...2015...133...4.....

Date of Endorsement: 16...03...2017.....

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5101	1	CAPE YORK	STREET	GREGORY HILLS
5102	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5103	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5104	2	TASMAN	STREET	GREGORY HILLS
5105	1	TASMAN	STREET	GREGORY HILLS
5106	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5107	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5108	2	FLEET	STREET	GREGORY HILLS
5109	1	FLEET	STREET	GREGORY HILLS
5110	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5111	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5112	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5113	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5114	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5115	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5116	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5117	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5118	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5119	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5120	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5121	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5122	2	SILVERTON	STREET	GREGORY HILLS
5123	4	SILVERTON	STREET	GREGORY HILLS
5124	6	SILVERTON	STREET	GREGORY HILLS
5125	8	SILVERTON	STREET	GREGORY HILLS
5126	10	SILVERTON	STREET	GREGORY HILLS
5127	12	SILVERTON	STREET	GREGORY HILLS
5128	14	SILVERTON	STREET	GREGORY HILLS
5129	16	SILVERTON	STREET	GREGORY HILLS
5130	18	SILVERTON	STREET	GREGORY HILLS
5131	17	SILVERTON	STREET	GREGORY HILLS

If space is insufficient use additional annexure sheet

Surveyor's Reference:59968/A/CHECKLIST 2016M7100(1797) ADDITIONAL SHEETS

  
Council Authorised Person

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 7 sheet(s)

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Registered:  04.04.2017

**DP1211731**

**PLAN OF SUBDIVISION OF  
LOT 1903 IN DP1211730 & EASEMENTS  
WITHIN LOTS 105 & 106 IN DP1221866**

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: 14-2015-133-4

Date of Endorsement: 16-03-2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5132	15	SILVERTON	STREET	GREGORY HILLS
5133	13	SILVERTON	STREET	GREGORY HILLS
5134	11	SILVERTON	STREET	GREGORY HILLS
5135	9	SILVERTON	STREET	GREGORY HILLS
5136	7	SILVERTON	STREET	GREGORY HILLS
5137	5	SILVERTON	STREET	GREGORY HILLS
5138	3	SILVERTON	STREET	GREGORY HILLS
5139	1	SILVERTON	STREET	GREGORY HILLS
5140	2	WEE JASPER	STREET	GREGORY HILLS
5141	4	WEE JASPER	STREET	GREGORY HILLS
5142	6	WEE JASPER	STREET	GREGORY HILLS
5143	8	WEE JASPER	STREET	GREGORY HILLS
5144	10	WEE JASPER	STREET	GREGORY HILLS
5145	12	WEE JASPER	STREET	GREGORY HILLS
5146	14	WEE JASPER	STREET	GREGORY HILLS
5147	16	WEE JASPER	STREET	GREGORY HILLS
5148	18	WEE JASPER	STREET	GREGORY HILLS
5149	21	SILVERTON	STREET	GREGORY HILLS
5150	2	NAROOMA	STREET	GREGORY HILLS
5151	4	NAROOMA	STREET	GREGORY HILLS
5152	6	NAROOMA	STREET	GREGORY HILLS
5153	8	NAROOMA	STREET	GREGORY HILLS
5154	5	NAROOMA	STREET	GREGORY HILLS
5155	3	NAROOMA	STREET	GREGORY HILLS
5156	7	WEE JASPER	STREET	GREGORY HILLS
5157	5	WEE JASPER	STREET	GREGORY HILLS
5158	3	WEE JASPER	STREET	GREGORY HILLS
5159	1	WEE JASPER	STREET	GREGORY HILLS
5160	N/A	VILLAGE	CIRCUIT	GREGORY HILLS

If space is insufficient use additional annexure sheet

  
.....  
**Council Authorised Person**

Surveyor's Reference: 59968/A/CHECKLIST 2016M7100(1797) ADDITIONAL SHEETS

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

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Registered:  04.04.2017

DP1211731

PLAN OF SUBDIVISION OF  
 LOT 1903 IN DP1211730 & EASEMENTS  
 WITHIN LOTS 105 & 106 IN DP1221866

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

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Subdivision Certificate number: 14.2015.133.4

Date of Endorsement: 16.03.2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5161	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5162	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5163	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5164	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5165	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5166	N/A	VILLAGE	CIRCUIT	GREGORY HILLS
5167	64	DONOVAN	BOULEVARD	GREGORY HILLS
5168	66	DONOVAN	BOULEVARD	GREGORY HILLS
5169	68	DONOVAN	BOULEVARD	GREGORY HILLS
5170	70	DONOVAN	BOULEVARD	GREGORY HILLS
5171	72	DONOVAN	BOULEVARD	GREGORY HILLS
5172	74	DONOVAN	BOULEVARD	GREGORY HILLS
5173	76	DONOVAN	BOULEVARD	GREGORY HILLS
5174	78	DONOVAN	BOULEVARD	GREGORY HILLS
5175	80	DONOVAN	BOULEVARD	GREGORY HILLS
5176	82	DONOVAN	BOULEVARD	GREGORY HILLS
5177	84	DONOVAN	BOULEVARD	GREGORY HILLS
5478	86	DONOVAN	BOULEVARD	GREGORY HILLS
5179	88	DONOVAN	BOULEVARD	GREGORY HILLS
5180	90	DONOVAN	BOULEVARD	GREGORY HILLS
5181	92	DONOVAN	BOULEVARD	GREGORY HILLS
5182	94	DONOVAN	BOULEVARD	GREGORY HILLS
5183	N/A	DONOVAN	BOULEVARD	GREGORY HILLS

  
 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 59968/A/CHECKLIST 2016M7100(1797) ADDITIONAL SHEETS

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

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Registered:  04.04.2017

DP1211731

PLAN OF SUBDIVISION OF  
LOT 1903 IN DP1211730 & EASEMENTS  
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• Signatures and seals- see 195D Conveyancing Act 1919  
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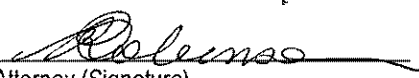
Subdivision Certificate number: 14.2015.133.4

Date of Endorsement: 16.03.2017

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.

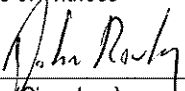
Executed by the persons named below who signed this instrument on behalf of **Trustees of the Marist Brothers** pursuant to power of attorney dated 2 April 2014 Registered with Land and Property Information (NSW) Book 4665 No. 548

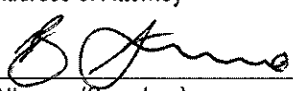
  
\_\_\_\_\_  
Witness (Signature)  
JOHN ROWLEY  
\_\_\_\_\_  
Name of Witness (Print Name)

  
\_\_\_\_\_  
Attorney (Signature)  
ANTHONY ROBINSON  
\_\_\_\_\_  
Name of Attorney (Print Name)

1/37 VILLAGE Cct GREGORY HILLS 2559  
\_\_\_\_\_  
Address of Witness


9 MARY ST HUNTERS HILL 2110  
\_\_\_\_\_  
Address of Attorney

  
\_\_\_\_\_  
Witness (Signature)  
JOHN ROWLEY  
\_\_\_\_\_  
Name of Witness (Print Name)

  
\_\_\_\_\_  
Attorney (Signature)  
BERNARD FRANCIS KENNA  
\_\_\_\_\_  
Name of Attorney (Print Name)

1/33 VILLAGE CIRCUIT  
GREGORY HILLS 2559  
\_\_\_\_\_  
Address of Witness

1/247 COWARD ST MASCOT 2020  
\_\_\_\_\_  
Address of Attorney

  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 59968/A/CHECKLIST 2016M7100(1797) ADDITIONAL SHEETS

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

Office Use Only

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Registered:  04.04.2017

DP1211731

PLAN OF SUBDIVISION OF  
LOT 1903 IN DP1211730 & EASEMENTS  
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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14-2015-133-4

Date of Endorsement: 16-03-2017

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

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

Signature of witness: 

Name of witness: Rodney Friedrich

Address of witness: Level 4, 6 Crofts Avenue  
Hurstville NSW 2220

Date: 20<sup>th</sup> of March 2017

Signature of attorney: 

Attorney's name: Ruth Chan

Attorney's position: Relationship Executive

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

Power of attorney - Book: 4548

- No: 494

P.O.A. dated 14 July 2008

  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:59968/A/CHECKLIST 2016M7100(1797) ADDITIONAL SHEETS

**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 1 of 14 sheets)

Plan: **DP1211731**

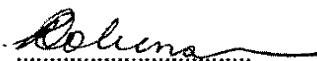
Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

**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 (D)	5101 5104 5106 5107 5108 5111 5110 5109 5114 5115 5116 5117 5118 5119 5129 5128 5127 5126 5141 5140 5149	5102 5103 5105 5105, 5106 5105, 5106, 5107 5112 5112, 5111 5112, 5111, 5110 5113 5113, 5114 5113, 5114, 5115 5113, 5114, 5115, 5116 5113, 5114, 5115, 5116, 5117 5113, 5114, 5115, 5116, 5117, 5118, 5120 5130 5130, 5129 5130, 5129, 5128 5130, 5129, 5128, 5127 5142 5142, 5141 Area Designated D1 INLOT 5183 #
2	Easement for support 0.3 wide (G)	5121 5122 5123 5133 5134 5135 5136 5137 5142 5143 5144 5145 5146	5122, 5123 5121, 5123 5121, 5122 5134, 5145, 5146 5133, 5145, 5146 5144 5137, 5142, 5143 5136, 5142, 5143 5136, 5137, 5143 5136, 5137, 5142 5135 5133, 5134, 5146 5133, 5134, 5145

  
 Registered Proprietor

  
 Registered Proprietor

  
 Council Authorised Delegate



**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 14 sheets)

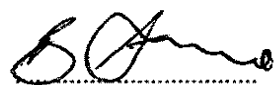
Plan: **DP1211731**

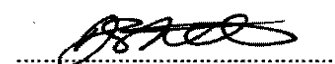
Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

2	Easement for support 0.3 wide (G) continued	5154 5155 5156 5157 5158 5159 5160 5161 5162 5163 5164 5165 5166 5183	5161, 5162 5156, 5157, 5158, 5160, 5161 5155 5155, 5158, 5160 5155, 5157, 5160 5160 5155, 5157, 5158, 5159 5154, 5155 5154, Area Designated D2* Area Designated D2* & D3* Area Designated D3* & D4*, 5165 Area Designated D4* & D5*, 5164 Area Designated D5 & D6* 5162, 5163, 5164, 5165, 5166
3	Easement for padmount substation 2.75 & 2.8 wide (A)	5155 Lot 106 in DP 1221866 (F/I 106/1221866)	Endeavour Energy
4	Restriction on the use of land (B)	5155, 5156, 106 in DP 1221866	Endeavour Energy
5	Restriction on the use of land (C)	5155, 5156, 106 in DP 1221866	Endeavour Energy
6	Restriction on the use of land	5101- 5182 incl.	Camden Council
7	Restriction on the use of land	5101- 5182 incl.	Camden Council
8	Restriction on the use of land	5167-5182 incl	Camden Council
9	Restriction on the use of land	Each lot except Lot 5183	Every other lot except Lot 5183
10	Easement to drain water variable width (W)	105 in DP 1221866 (F/I 105/1221866)	Camden Council
11	Public Positive Covenant under section 88E of the Conveyancing Act 1919	105 in DP 1221866	Camden Council
12	Restriction on the use of land	5101-5182	Camden Council
13	Right of carriageway 14.8 wide	5183	Camden Council
14	Easement for support 0.9 wide (M)	5182	Lot 111 in DP1221866 (F/I 111/1221866)

\* IN LOT 5183

  
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Registered Proprietor

  
Council Authorised Delegate

**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 3 of 14 sheets)

Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

**Part 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 4 wide DP 1208220 (denoted (N) in DP1208220)	Lot 1903 in DP 1211730 (F/I 1903/1211730)	Camden Council
2	Right of carriageway 14.8 wide & variable width (denoted N4 in DP1211730)	Lot 1903 in DP 1211730	Camden Council
<del>3</del>	<del>Right of carriageway 16.5 wide DP 1211729 (denoted (S) in DP 1211729)</del>	<del>Lot 1903 in DP 1211730</del>	<del>Camden Council</del>

**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 8 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

  
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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.**

(Sheet 4 of 14 sheets)

Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

- 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.

**3. Terms of easement for padmount substation 2.75 & 2.8 wide numbered 3 in the plan:**

The terms as set out in Memorandum No. AK104621 registered at Land & Property Information NSW are incorporated in this document.

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


**4. Terms of restriction on the use of land numbered 4 in the plan:**

1.0 Definitions:

- 1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

  
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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.**

(Sheet 5 of 14 sheets)

Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in  
DP1211730 & easements within Lots 105  
& 106 in DP1221866 covered by  
Council's Subdivision Certificate No.  
14.2015.133.4

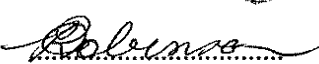
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Endeavour Energy's Distribution System
- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 4 in the plan – Endeavour Energy.

**5. Terms of Restriction on the Use of Land numbered 5 in the plan**

1.0 Definitions:

- 1.1 **erect** includes construct, install, build and maintain.

  
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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.**

(Sheet 6 of 14 sheets)

Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

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

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

3.0 Lessee of Endeavour Energy's Distribution System

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

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 5 in the plan – Endeavour Energy.

6. **Terms of restriction on the use of land numbered 6 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 6 in the plan – Camden Council.


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

No Dwelling may be erected on any Lot Burdened unless

7.1. the dwelling, landscaping and associated works for that Dwelling are constructed in accordance with Salinity Investigation and Management Plan, Stages 5, 12, 13, 17, 18, & 20 Gregory Hills prepared by Douglas Partners project 76568.34 dated December 2014.

7.2 Compliance with 7.1 above is demonstrated for each residential development application.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 7 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.**

(Sheet 7 of 14 sheets)

Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

**8. Terms of restriction on the use of land numbered 8 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 walls and doors, roof / ceiling construction and mechanical ventilation) for that Dwelling are in accordance with the Section 5 Zone B – of the Gregory Hills Stage 5, 18 & 20 Noise Impact Assessment Report dated 8 January 2015 Ref 20141499.1 revision 1 prepared by Acoustic Logic.
- (b) the internal noise levels contained within the Turner Road Development Control Plan 2007 are achieved for that Dwelling.
- (c) 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
- (d) compliance with points (a), (b) & (c) is demonstrated for each dwelling application

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


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

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

- 9.1.1 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 "G"
- 9.1.2 exceeds 1 metre in height for the front boundary;
- 9.1.3 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
- 9.1.4 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.

  
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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 8 of 14 sheets)

Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

- 9.2 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.
- 9.3 The Owner of any Lot Burdened must not:
- 9.3.1 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
- 9.3.2 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.
- 9.4 The Owner of any Lot Burdened must:
- 9.4.1 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;
- 9.4.2 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;
- 9.4.3 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;
- 9.4.4 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;
- 9.4.5 not park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and
- 9.4.6 not undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).
- 9.5 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 9 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.

  
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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 9 of 14 sheets)

Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

**10. Terms of the easement to drain water variable width numbered 10 in the plan:**

As set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended.

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

**11. Terms of public positive covenant on the use of land numbered 11 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 X on the plan);

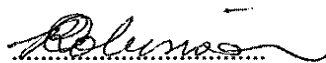
- (a) construct, clean maintain and repair all pits, grates, surface storage areas, tanks, pipe lines, orifice plates, trench barriers, walls, earth banks and other structures;
- (b) maintain the existing surface levels;
- (c) regularly remove silt, trash, gross pollutants, grass clippings and debris 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 11 in the plan – Camden Council.

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

No building shall be erected upon the Lot Burdened unless

- (a) the front, rear and side setbacks are consistent with minimum setbacks stipulated in the Turner Road Development Control Plan 2007



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Camden59968-A-88B 28.2.2017



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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 10 of 14 sheets)

Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

(b) 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 having the power to release, vary or modify the restriction numbered 12 in the plan – Camden Council.

**13 Terms of the right of carriageway 14.8 wide numbered 13 in the plan:**

As set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 as amended.

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

**14 Terms of of easement for support 0.9 wide numbered 14 in the plan:**

14.1 The owner of the Lot Burdened may:

14.1.1 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)**;

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

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

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

14.2.2 interfere with the Retaining Wall in any way.

14.3 If the Owner of the Lot Burdened breaches clause 14.2, Camden Council (The Council) may serve a notice on the Owner of the Lot Burdened requiring:

14.3.1 the relevant actions to stop; and

14.3.2 the relevant breach to be rectified.

14.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 14.3, 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.

14.5 If the Council exercises its powers under clause 14.4, it must:

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

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

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

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

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



Registered Proprietor



Registered Proprietor



Council Authorised Delegate

**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 11 of 14 sheets)

Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in  
DP1211730 & easements within Lots 105  
& 106 in DP1221866 covered by  
Council's Subdivision Certificate No.  
14.2015.133.4

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

**Definitions and interpretation**

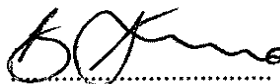
In this instrument, words beginning with a capital letter that are defined below have the corresponding  
meaning ascribed to them:

- (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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Camden59968-A-88B 28.2.2017



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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 12 of 14 sheets)

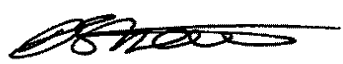
Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

**Execution**

**Camden Council** by its authorised delegate pursuant to s377 Local Government Act 1993.

  
\_\_\_\_\_  
Witness (Signature)

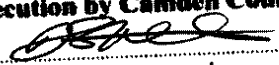
  
\_\_\_\_\_  
Authorised Delegate (Signature)

SUGULE MOHAMED  
Name of Witness (Print Name)

Daniel Streater  
Name of Authorised Delegate (Print Name)

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

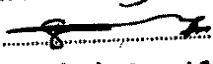
**Execution by Camden Council:**

Signature: 

Signed by: Daniel Streater

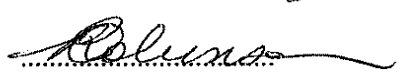
Authorised officer as a delegate of Camden Council pursuant to S.377 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.

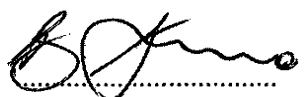
Authority of Officer: Manager - Certification

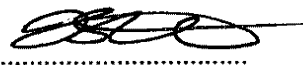
Witness Signature: 

Name of Witness: SUGULE MOHAMED

Address of Witness: 70 Central Ave  
Gran Park 2570

  
Registered Proprietor

  
Registered Proprietor

  
Council Authorised Delegate

**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.**

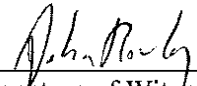
(Sheet 13 of 14 sheets)

Plan: **DP1211731**

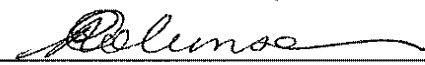
Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

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.

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

  
\_\_\_\_\_  
Signature of Witness

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

JOHN ROWLEY  
Name of Witness (PRINT)

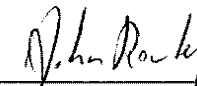
ANTHONY ROBINSON  
Name of Attorney (PRINT)

1/33 VILLAGE CIRCLE  
GREGORY HILLS 2557  
Address of Witness

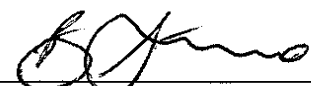
PROVINCE BURSA  
Title (PRINT)

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.

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

  
\_\_\_\_\_  
Signature of Witness

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

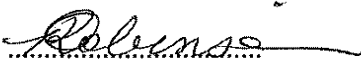
  
\_\_\_\_\_  
Signature of Attorney

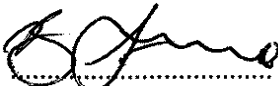
JOHN ROWLEY  
Name of Witness (PRINT)

BERNARD FRANCIS KENWA  
Name of Attorney (PRINT)

1/33 VILLAGE CIRCLE  
GREGORY HILLS 2557  
Address of Witness

DIRECTOR OF BUSINESS SERVICES  
Title (PRINT)

  
.....  
Registered Proprietor

  
.....  
Registered Proprietor

  
.....  
Council Authorised Delegate


**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.**

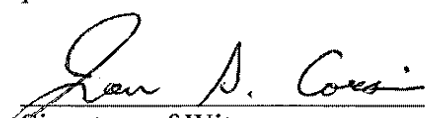
(Sheet 14 of 14 sheets)

Plan: **DP1211731**

Plan of Subdivision of Lot 1903 in DP1211730 & easements within Lots 105 & 106 in DP1221866 covered by Council's Subdivision Certificate No. 14.2015.133.4

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to Power of Attorney Book 4705 No. 566 in the presence of:

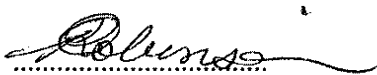
  
\_\_\_\_\_  
Signature of Attorney


  
\_\_\_\_\_  
Signature of Witness


Name: HELEN SMITH  
Position: Manager Property & Fleet  
Date of execution: 20/03/2017  
Reference: URS 1771B (stage 5A)

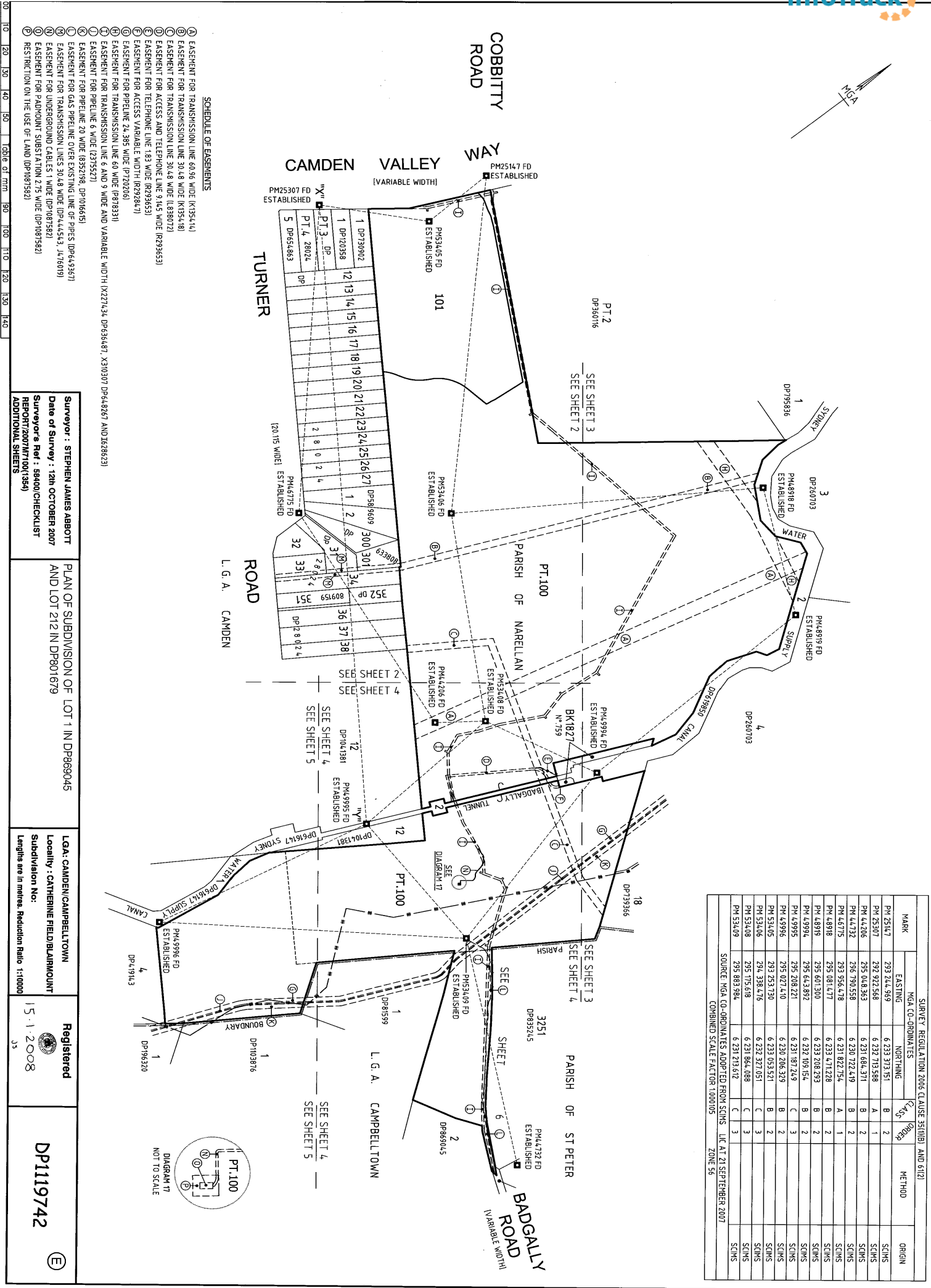
IAN STEWART COUSIN  
\_\_\_\_\_  
Name of Witness  
C/-Endeavour Energy  
51 Huntingwood Drive,  
Huntingwood 2148

REGISTERED  04.04.2017

  
.....  
Registered Proprietor

  
.....  
Registered Proprietor

  
.....  
Council Authorised Delegate



**SCHEDULE OF EASEMENTS**

- 1 EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (K135414)
- 2 EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (K135410)
- 3 EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (L1838072)
- 4 EASEMENT FOR ACCESS AND TELEPHONE LINE 9.145 WIDE (R293453)
- 5 EASEMENT FOR TELEPHONE LINE 183 WIDE (R293453)
- 6 EASEMENT FOR ACCESS VARIABLE WIDTH (R2929847)
- 7 EASEMENT FOR PIPELINE 24.385 WIDE (P720270)
- 8 EASEMENT FOR TRANSMISSION LINE 60 WIDE (P878331)
- 9 EASEMENT FOR TRANSMISSION LINE 6 AND 9 WIDE AND VARIABLE WIDTH (X227134, DP6534487, X310307 DP6448267 AND D23823)
- 10 EASEMENT FOR PIPELINE 6 WIDE (Z35527)
- 11 EASEMENT FOR GAS PIPELINE OVER EXISTING LINE OF PIPES (DP644367)
- 12 EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (DP44453, L746019)
- 13 EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP1087582)
- 14 EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1087582)
- 15 RESTRICTION ON THE USE OF LAND (DP1087582)

MARK	SURVEY REGULATION 2006 CLAUSE 35(1H) AND 6(12)		CLASS	AREA	METHOD	ORIGIN
	EASTING	NORTHING				
PM 25147	293 724.569	6 233 373.151	B	2		SCMS
PM 25307	292 972.568	6 232 713.588	A	1		SCMS
PM 41206	295 048.343	6 231 684.371	B	2		SCMS
PM 44132	296 790.558	6 230 722.419	B	2		SCMS
PM 44715	293 956.478	6 231 822.754	A	1		SCMS
PM 48918	295 081.177	6 233 471.228	B	2		SCMS
PM 48919	295 601.300	6 233 208.295	B	2		SCMS
PM 49994	295 643.892	6 232 109.154	C	3		SCMS
PM 49995	295 208.221	6 231 187.219	B	2		SCMS
PM 53405	293 253.730	6 233 206.329	B	2		SCMS
PM 53406	294 338.476	6 232 327.051	C	3		SCMS
PM 53408	295 715.678	6 231 864.088	C	3		SCMS
PM 53409	295 883.984	6 231 219.612	C	3		SCMS

SOURCE: MGA CO-ORDINATES ADAPTED FROM SCMS. ILC AT 21 SEPTEMBER 2007  
 COMBINED SCALE FACTOR 1000/1005. ZONE 56

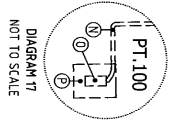
Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 12th OCTOBER 2007  
 Surveyor's Ref: 58400/CHECKLIST  
 REPORT 740717/00(1954)  
 ADDITIONAL SHEETS

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 1:10000

Registered  
 15.1.2008

DP1119742

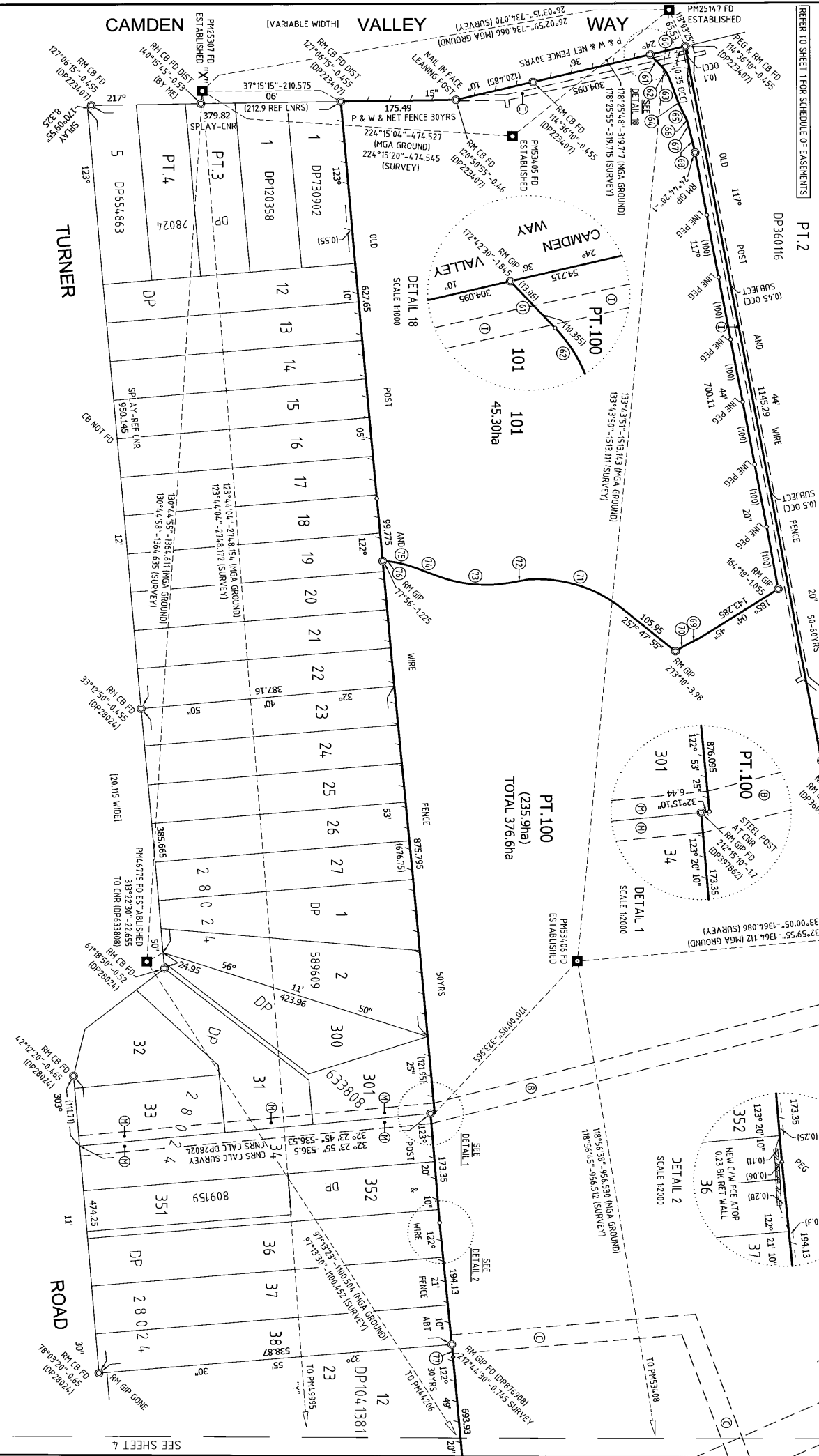


PLAN FORM 2 (A2)

WARNING: CHEASING OR FOLDING WILL LEAD TO REFLECTION

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		22.435	
61	65° 21' 00"	25.075		70	86° 19' 45"	22.435		22.435	
62	95° 01' 45"	21.55		71	235° 59' 00"	14.655		152.31	
63	108° 24' 05"	317.4		72	207° 41' 30"	30.555		109.66	
64	106° 11' 20"	7.82		73	223° 23' 55"	108.29		200	
65	102° 17' 00"	25.05		74	239° 06' 25"	39.18		4.724	
66	107° 45' 05"	2.4		75	230° 02' 50"	4.724		150	
67	135° 53' 45"	15.18		76	220° 59' 15"	2.45		20.31	
68	114° 51' 10"	35.595		77	122° 22' 20"				



Surveyor: STEPHEN JAMES ABBOTT Date of Survey: 12th OCTOBER 2007 Surveyors Ref: 58400	PLAN OF SUBDIVISION OF LOT 1 IN DP869045 AND LOT 212 IN DP801679	LGA: CAMDEN/CAMPBELLTOWN Locality: CATHERINE FIELDS/BLAIRMOUNT Subdivision No: Lengths are in metres. Reduction Ratio 1:4000	Registered 15 OCT 2008	DP1119742
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10 20 30 40 50 60 70 80 90 100 110 120 130 140

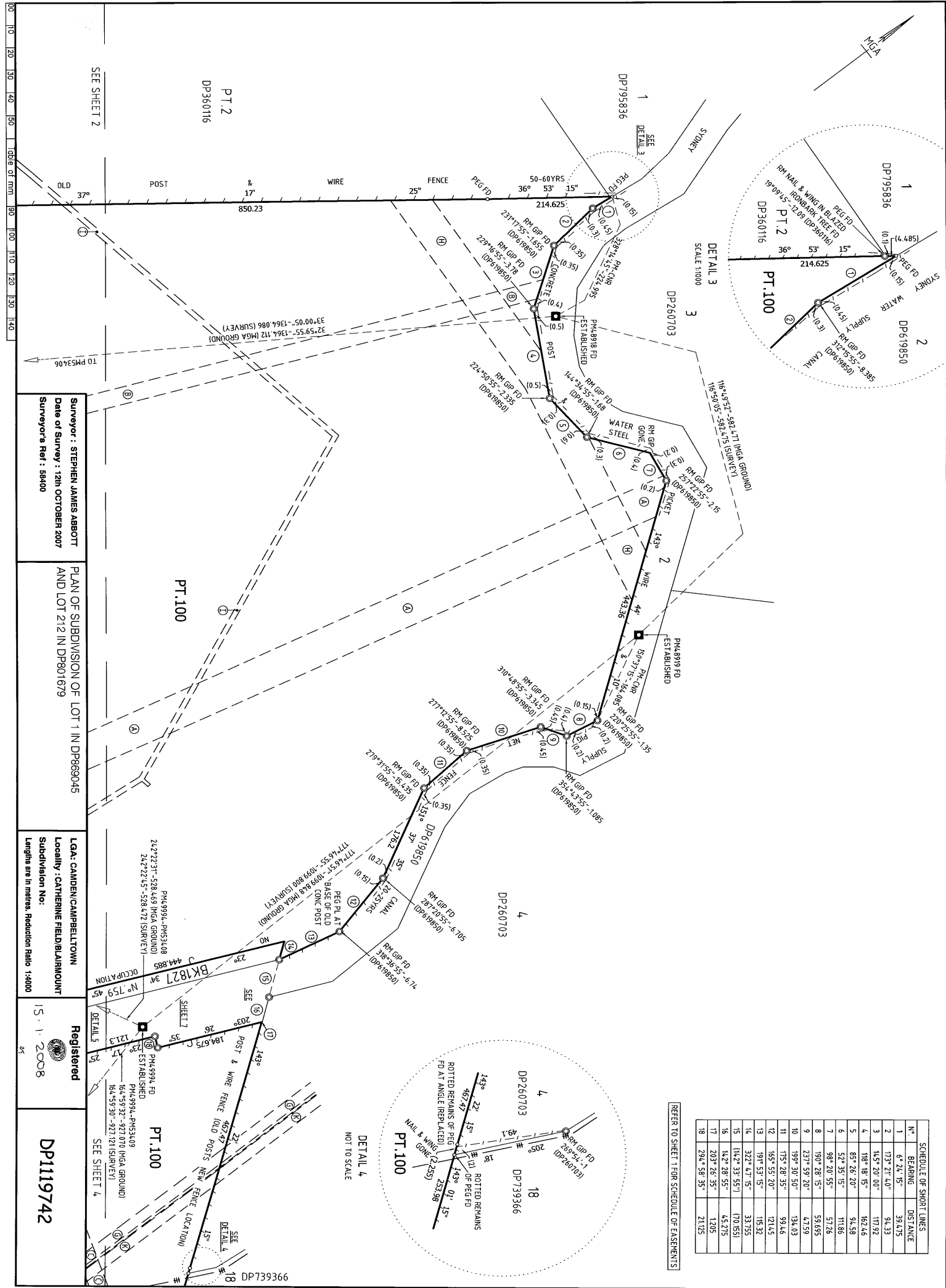
Table of mm 100 110 120 130 140

SEE SHEET 3

SEE SHEET 3

SEE SHEET 3

SEE SHEET 4



SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE
1	6° 26' 15"	39.475
2	113° 24' 40"	94.33
3	145° 20' 00"	117.92
4	188° 18' 15"	162.66
5	83° 26' 20"	94.58
6	57° 35' 15"	111.86
7	98° 20' 55"	57.26
8	190° 28' 15"	58.695
9	237° 59' 20"	47.59
10	199° 30' 50"	134.03
11	175° 28' 35"	93.66
12	165° 55' 20"	121.65
13	191° 53' 15"	115.32
14	322° 47' 15"	33.155
15	142° 33' 55"	170.851
16	142° 28' 55"	45.275
17	203° 26' 35"	1205
18	294° 58' 35"	21125

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 FIELDS/BLAIRMOUNT  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:4000

Registered  
 15.11.2008

DP1119742

SEE SHEET 2  
 DP360716  
 PT.2  
 OLD POST & WIRE FENCE  
 37°  
 850.23  
 22°59'55"-1364.112 (MGA GROUND)  
 33°00'05"-1364.086 (SURVEY)  
 TO PMS3406

PT.100

BK1827  
 PMS3408  
 242°22'31"-528.459 (MGA GROUND)  
 242°22'45"-528.472 (SURVEY)  
 PMS3409  
 177°46'57"-1099.848 (MGA GROUND)  
 177°46'57"-1099.848 (SURVEY)  
 PMS3410  
 64°59'32"-971.070 (MGA GROUND)  
 64°59'30"-971.121 (SURVEY)  
 SEE SHEET 4

PT.100  
 SEE SHEET 4  
 DP739366

SCALE 1:1000

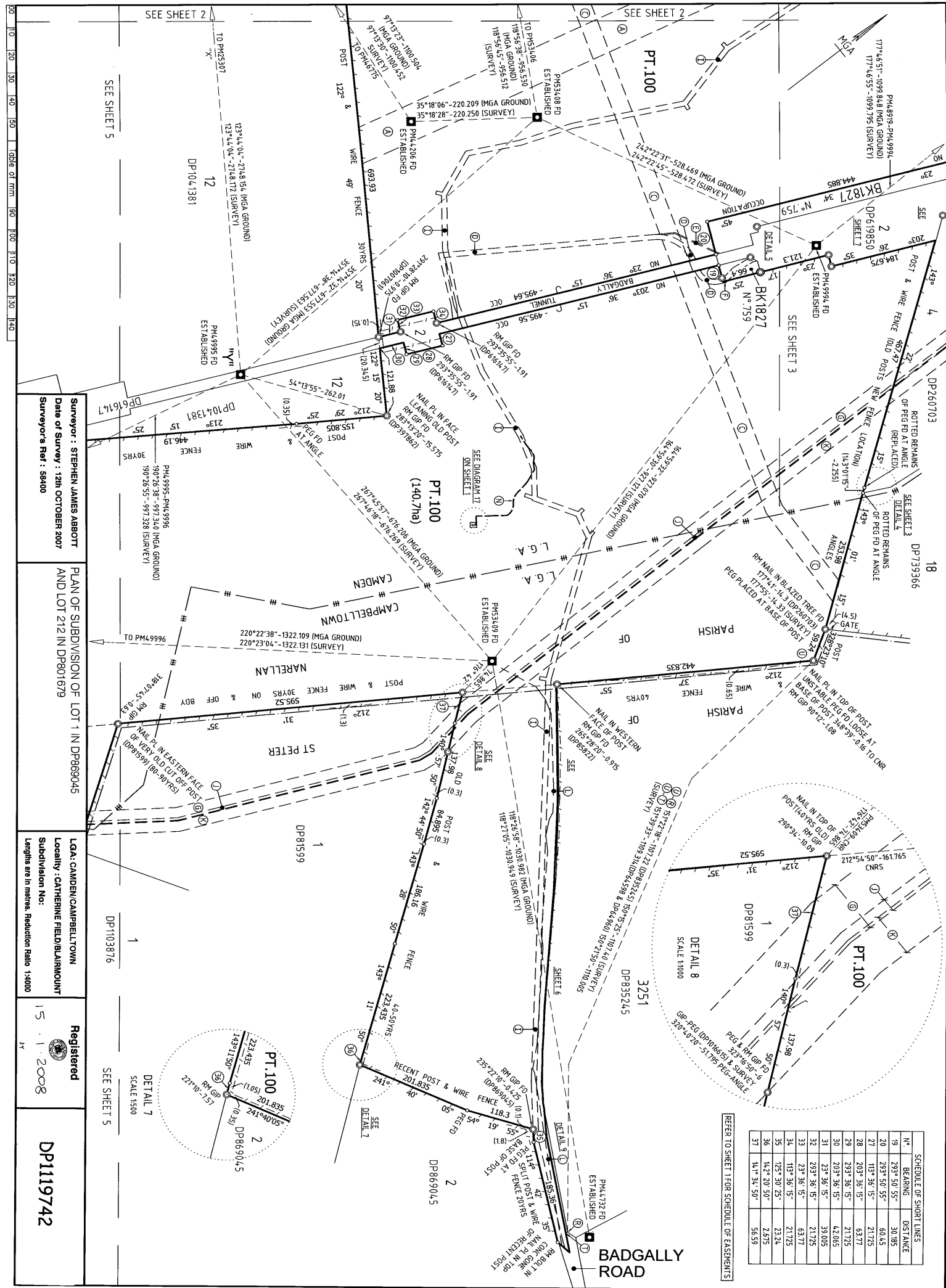
DETAIL 4  
 NOT TO SCALE

SCALE 1:1000

SCALE 1:1000

SCALE 1:1000





N <sup>o</sup> .	BEARING	DISTANCE
19	298° 50' 55"	30.85
20	298° 50' 55"	60.85
21	119° 36' 15"	21.75
22	209° 36' 15"	63.17
23	293° 36' 15"	21.75
24	209° 36' 15"	42.05
25	23° 36' 15"	39.05
26	293° 36' 15"	21.75
27	29° 36' 15"	63.17
28	119° 36' 15"	21.75
29	129° 30' 25"	23.24
30	142° 20' 50"	2.65
31	141° 34' 50"	56.59

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

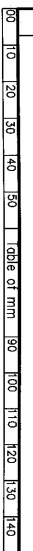
Surveyor : STEPHEN JAMES ABBOTT  
 Date of Survey : 12th OCTOBER 2007  
 Surveyors Ref : 58400

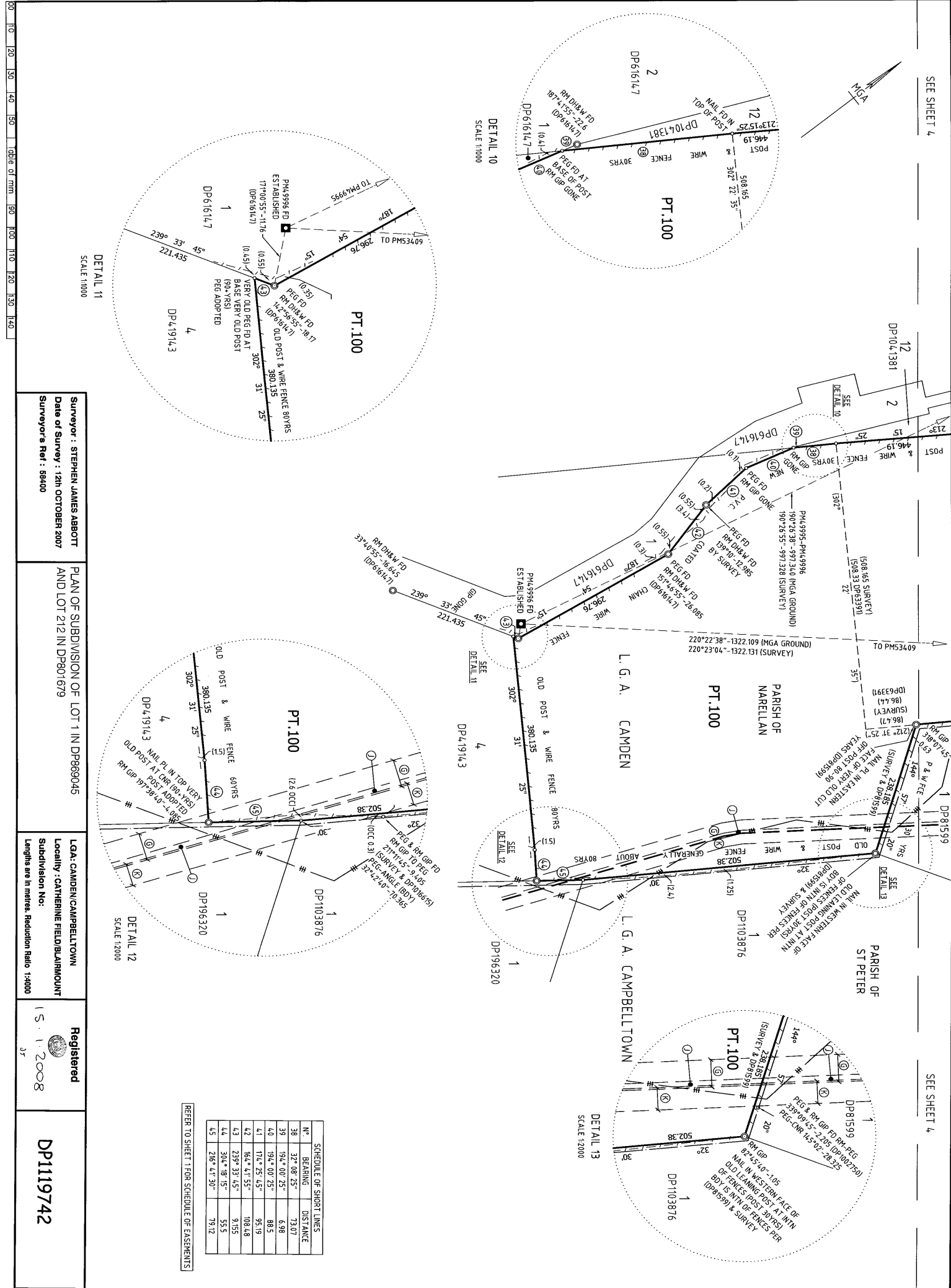
PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
 AND LOT 212 IN DP801679

LGA: CAMDEN/CAMPBELLTOWN  
 Locality : CATHERINE FIELD/BLAIRMOUNT  
 Subdivision No:  
 Lengths are in metres, Reduction Ratio 1:4000

Registered  
  
 15. 1 2008

DP1119742





SCHEDULE OF SHORTLINES

Nº	BEARING	DISTANCE
38	32° 08' 25"	73.07
39	194° 00' 25"	6.98
40	194° 00' 25"	88.5
41	174° 25' 45"	95.19
42	164° 47' 55"	108.48
43	239° 33' 45"	9.555
44	304° 08' 15"	55.5
45	216° 47' 30"	79.12

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 12th OCTOBER 2007  
 Surveyors Ref: 58400

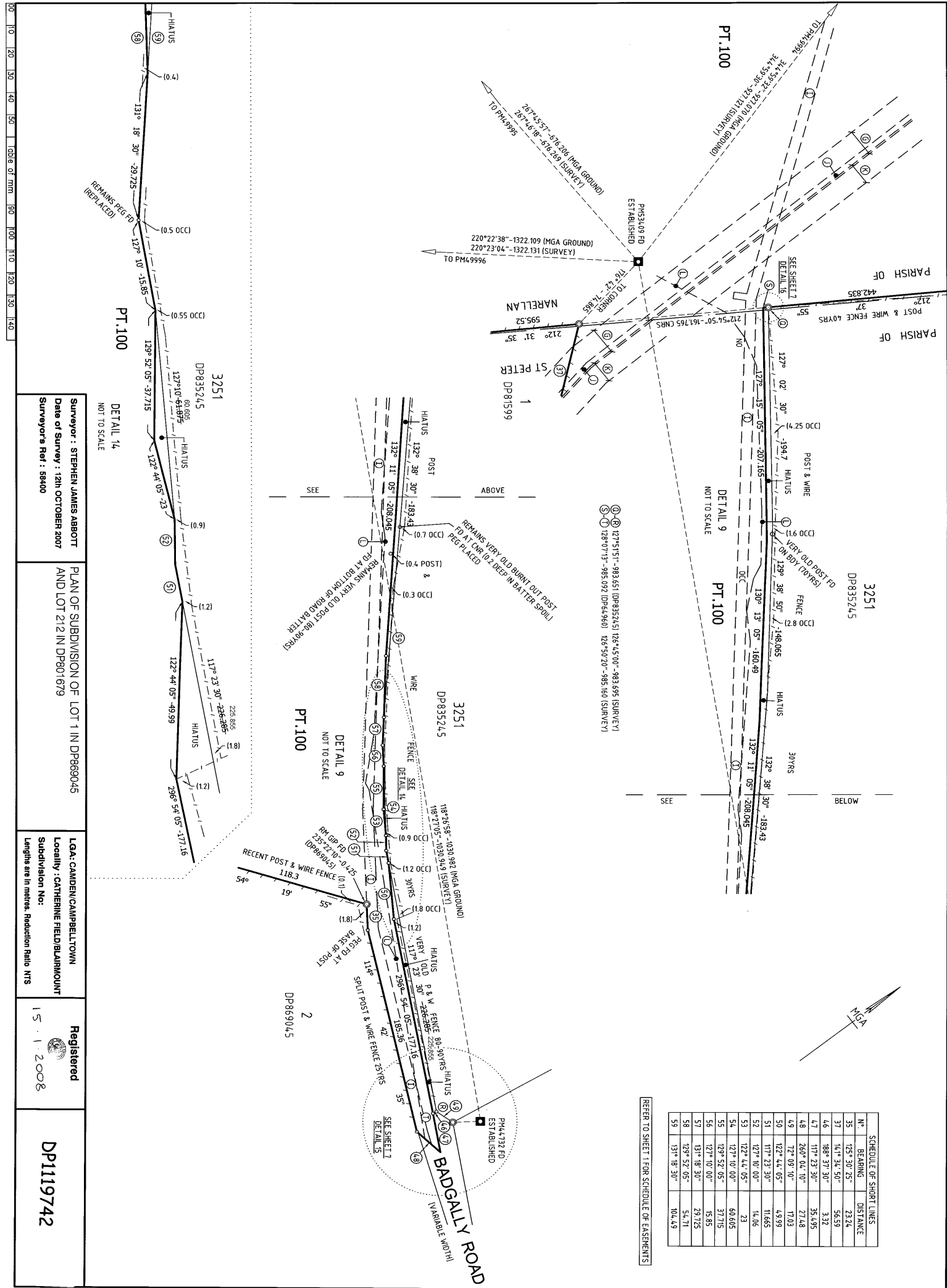
PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
 AND LOT 212 IN DP801679

LGA: CAMDEN/CAMPBELLTOWN  
 Locality: CATHERINE FIELD/BLAIRMOUNT  
 Subdivision No:  
 Lengths are in metres, Reduction Ratio 1:4000

Registered  
 15.1.2008

DP1119742

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140



REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

N°	BEARING	DISTANCE
35	$125^{\circ} 30' 25''$	23.24
37	$141^{\circ} 54' 50''$	56.59
46	$188^{\circ} 37' 30''$	3.32
47	$117^{\circ} 23' 30''$	35.495
48	$260^{\circ} 04' 10''$	27.48
49	$72^{\circ} 09' 10''$	17.03
50	$122^{\circ} 46' 05''$	4.939
51	$117^{\circ} 23' 30''$	11.665
52	$123^{\circ} 10' 00''$	14.06
53	$122^{\circ} 46' 05''$	23
54	$127^{\circ} 10' 00''$	60.605
55	$129^{\circ} 52' 05''$	37.715
56	$127^{\circ} 10' 00''$	15.85
57	$131^{\circ} 18' 30''$	29.725
58	$129^{\circ} 52' 05''$	54.71
59	$131^{\circ} 18' 30''$	104.49

DETAIL 14  
 NOT TO SCALE

Surveyor : STEPHEN JAMES ABBOTT  
 Date of Survey : 12th OCTOBER 2007  
 Surveyors Ref : 58400

PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
 AND LOT 212 IN DP801679

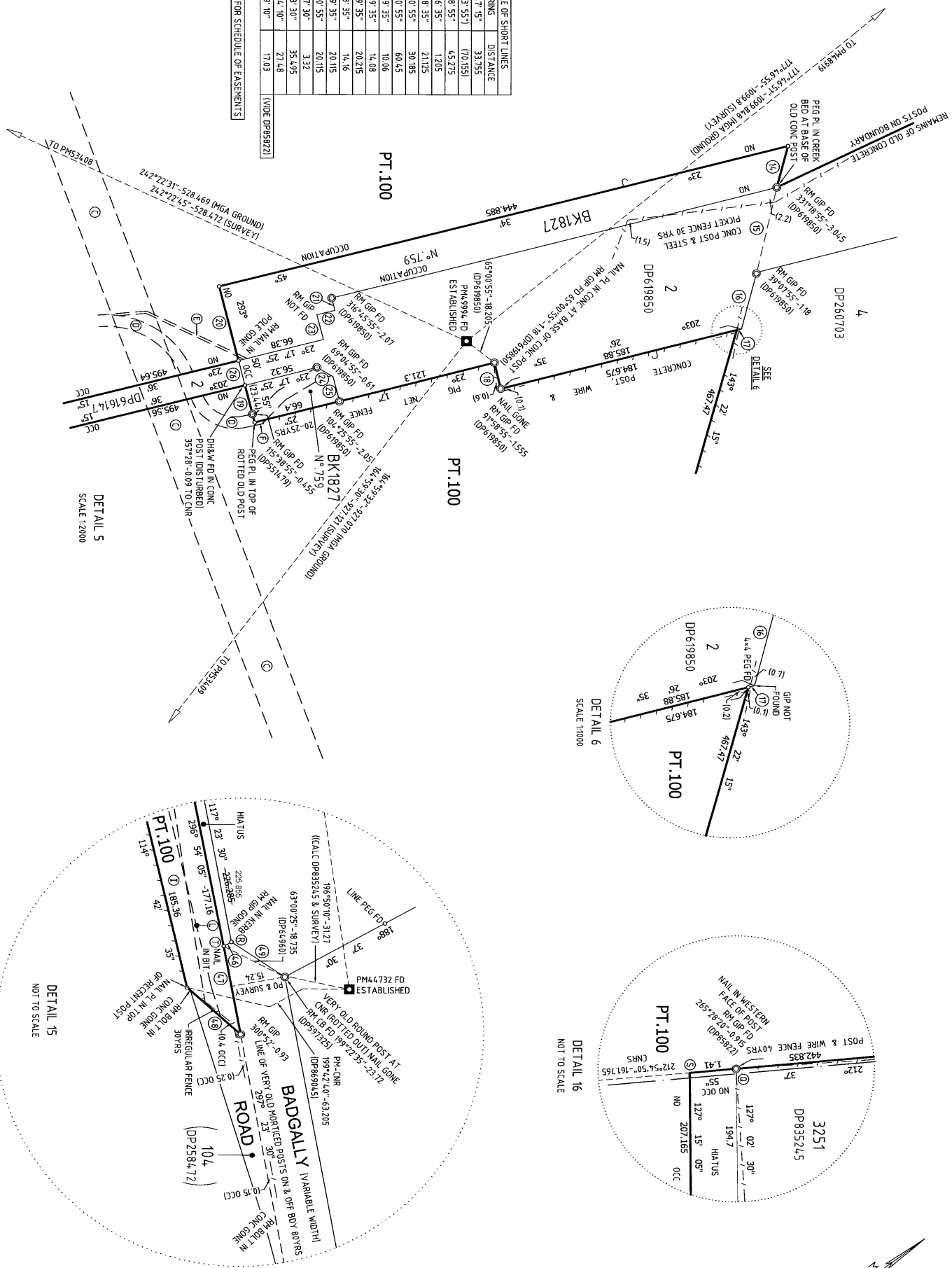
LGA: CAMDEN/CAMPBELLTOWN  
 Locality : CATHERINE FIELD/BLAINMOUNT  
 Subdivision No:  
 Lengths are in metres, Reduction Ratio: NTS

Registered  
 15.11.2008

DP1119742

N°	BEARING	DISTANCE
14	322° 47' 5"	33.755
15	(142° 53' 55")	(70.559)
16	(42° 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° 32' 35"	14.16
25	113° 49' 35"	20.215
26	293° 50' 55"	20.115
46	(88° 37' 30")	3.32
47	(11° 23' 30")	35.495
48	(26° 04' 10")	27.48
49	(72° 09' 10")	17.03

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS



Surveyor : **STEPHEN JAMES ABBOTT**  
 Date of Survey : 12th OCTOBER 2007  
 Surveyor's Ref : 88400

PLAN OF SUBDIVISION OF LOT 1 IN DP8869045  
 AND LOT 212 IN DP801679

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LGA: **CAMDEN/CAMPBELLTOWN**  
 Locality: **CATHERINE FIELDBLAIRMOUNT**  
 Subdivision No: \_\_\_\_\_  
 Lengths are in metres. Reduction Ratio: 1:

Registered **15.10.2008**  
  
**DP1119742**

DIMENSION IN DETAIL 15 AMENDED VIDE 2008/2167 18-2-2009

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 2 sheet(s)

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 Leo*

GENERAL MANAGER/AUTHORISED PERSON

LGA: Camden/Campbelltown

Locality: Catherine Field/Blairmount

Parish: Narellan/St Peter

County: Cumberland

**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: 12<sup>th</sup> 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/REPORT2007M7100(1354)Additional Sheets

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')

*[Signature]*  
 \* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council  
 Date of Endorsement: 12 Nov 2007  
 Accreditation no: .....  
 Subdivision Certificate no: 5112007  
 File no: 1300-1490

\* Delete whichever is inapplicable.

\* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

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

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<sub>3000</sub>

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 NEISI

Office Held: Member



\* OFFICE USE ONLY

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

(Sheet 1 of 1 sheet)

Plan: 51/2007

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

**DP1119742**

**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: *[Signature]*  
 Name of authorised person: JEFFREY CROWE  
 Office Held: Provincial

Signature of authorised person: *[Signature]*  
 Name of authorised person: PETER CORR  
 Office Held: Member

*[Seal of Trustees of the Marist Brothers]*  
 Signature of authorised person: *[Signature]*  
 Name of authorised person: GRAHAM NETST  
 Office Held: Member

Approved by the Council of Camden

*[Signature]*  
 Authorised person

CAMPBELLTOWN CITY COUNCIL  
**ACCEPTED**  
*[Signature]*  
 GENERAL MANAGER/AUTHORISED PERSON



## PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

**APPLICANT:** Alternative Conveyancing  
PO Box 6860  
NORWEST NSW 2153

Certificate number: 20219216  
Reference number: 682210  
Certificate issue date: 14/07/2022  
Certificate fee: \$62.00  
Applicant's reference:  
Property number: 1174086  
Applicant's email: info@altconvey.com.au

### DESCRIPTION OF PROPERTY

Land Description: LOT: 5246 DP: 1211732  
Address: **15 Narooma 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



## 1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

### LOCAL ENVIRONMENTAL PLANS (LEP'S)

The land is not within a Local Environmental Plan.

### STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP (Building Sustainability Index: BASIX) 2004

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

**Note:** The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

### DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

No.

### DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Remediation of Land) 2018

SEPP (Environment) 2017

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

SEPP No 65 (Design Quality of Residential Apartment Development) 2005 Amendment (Design and Place) 2021

SEPP (Building Sustainability Index: BASIX) Amendment (Design and Place) 2021

SEPP (Sydney Region Growth Centres) 2006 Amendment

**Note:** The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

## **DEVELOPMENT CONTROL PLANS**

Turner Road Precinct Development Control Plan 2007, as amended

## **2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006**

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

### **A. ZONE R1 GENERAL RESIDENTIAL - ORAN PARK AND TURNER ROAD PRECINCT PLAN**

Objectives of zone

- \* To provide for the housing needs of the community.
- \* To provide for a variety of housing types and densities.
- \* To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- \* To support the well being of the community, including educational, recreational, community, religious and other activities and, where appropriate, neighbourhood shops if there will be no adverse effect on the amenity of proposed or existing nearby residential development.
- \* To allow for small scale kiosks, function centres, restaurants and markets that support the primary function and use of recreation areas, public open space and recreation facilities located within residential areas.
- \* To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.

\* To provide for a variety of recreational uses within open space areas.

B. Permitted without consent

Nil

C. Permitted with consent

Any other development not specified in item B or D

D. 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

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

R1 General Residential: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 300m<sup>2</sup> 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 250m<sup>2</sup> and minimum 225m<sup>2</sup>.

F. Whether the land includes or comprises critical habitat

No.

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

No.

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

No.

### 3. COMPLYING DEVELOPMENT

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

### **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.

### **RURAL HOUSING 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 State Environmental Planning Policy (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.

### **COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE**

Complying development MAY be carried out on the land.

### **COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE**

Complying development MAY be carried out on the land.

## **CONTAINER RECYCLING FACILITIES CODE**

Complying development MAY be carried out on the land.

## **SUBDIVISION 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.

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.

## **4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

Not Applicable.

## **5. MINE SUBSIDENCE**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

## **6. ROAD WIDENING AND ROAD REALIGNMENT**

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

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

No.

## **7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

Whether or not the land is affected by a policy:

- (a) Adopted by the council, or

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

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

#### **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.

#### **BUSHFIRE**

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 SULPHATE 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 sulphate soils.

#### **OTHER RISK**

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.

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 Council's policy 'Building in a Salinity Prone Environment' and to requirements in the relevant Development Control Plan that applies to the land.

### **7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No.

(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.

The subject land is above the Flood Planning Level (FPL). However, no formal flood study exists for the property in regards to the Probable Maximum Flood (PMF) level.

(3) In this clause –

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

## 8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

## 9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Oran Park and Turner Road Section 7.11 Contributions Plan.

## 9A. BIO-DIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.

**Note:** Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

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](http://www.camden.nsw.gov.au/environment/biodiversity)

## 10. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

**Note:** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

No.

#### **10A. NATIVE VEGETATION CLEARING SET ASIDES**

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

#### **11. BUSH FIRE PRONE LAND**

Is the land or some of the land bush fire prone land (as defined in the Environmental Planning and Assessment Act. 1979)?

No.

#### **12. PROPERTY VEGETATION PLANS**

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, 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.

#### **13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

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

No.

#### **14. DIRECTIONS UNDER PART 3A**

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

No.

#### **15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

If the land is land to which State Environmental Planning Policy (Housing) 2021 applies.

(a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?



No.

(b) Are there any terms of a kind referred to in clause 88(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

## **16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS**

Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

No.

## **17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

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

No.

(2) Are there any terms of a kind referred to in clause 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021 that have been imposed as a condition of consent to a development application in respect of the land?

No.

## **18. PAPER SUBDIVISION INFORMATION**

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

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

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

Not Applicable.

## **19. SITE VERIFICATION CERTIFICATES**

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

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

No.

## 20. LOOSE-FILL ASBESTOS INSULATION

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No.

## 21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

A statement of:

whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

No.

## 22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is –

(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

No.

(b) shown on the Lighting Intensity and Wind Shear Map under that Policy, or

No.

(c) shown on the Obstacle Limitation Surface Map under that Policy, or

No.

(d) in the “public safety area” on the Public Safety Area Map under that Policy, or

No.

(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map under that Policy.

No.

## **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 below 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.

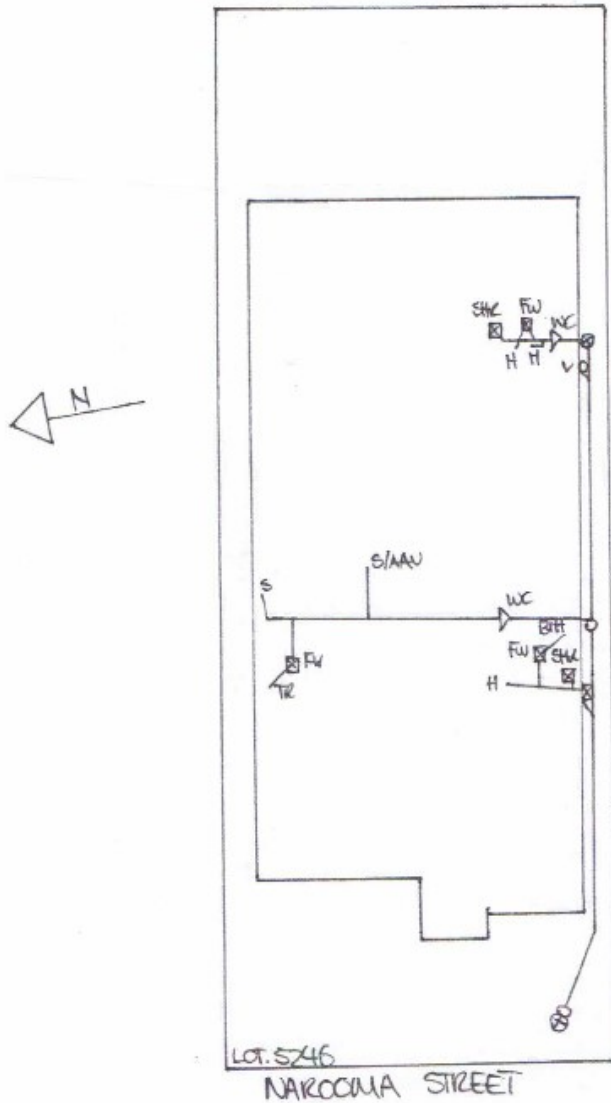
**Ron Moore**  
General Manager

### SEWER SERVICE DIAGRAM

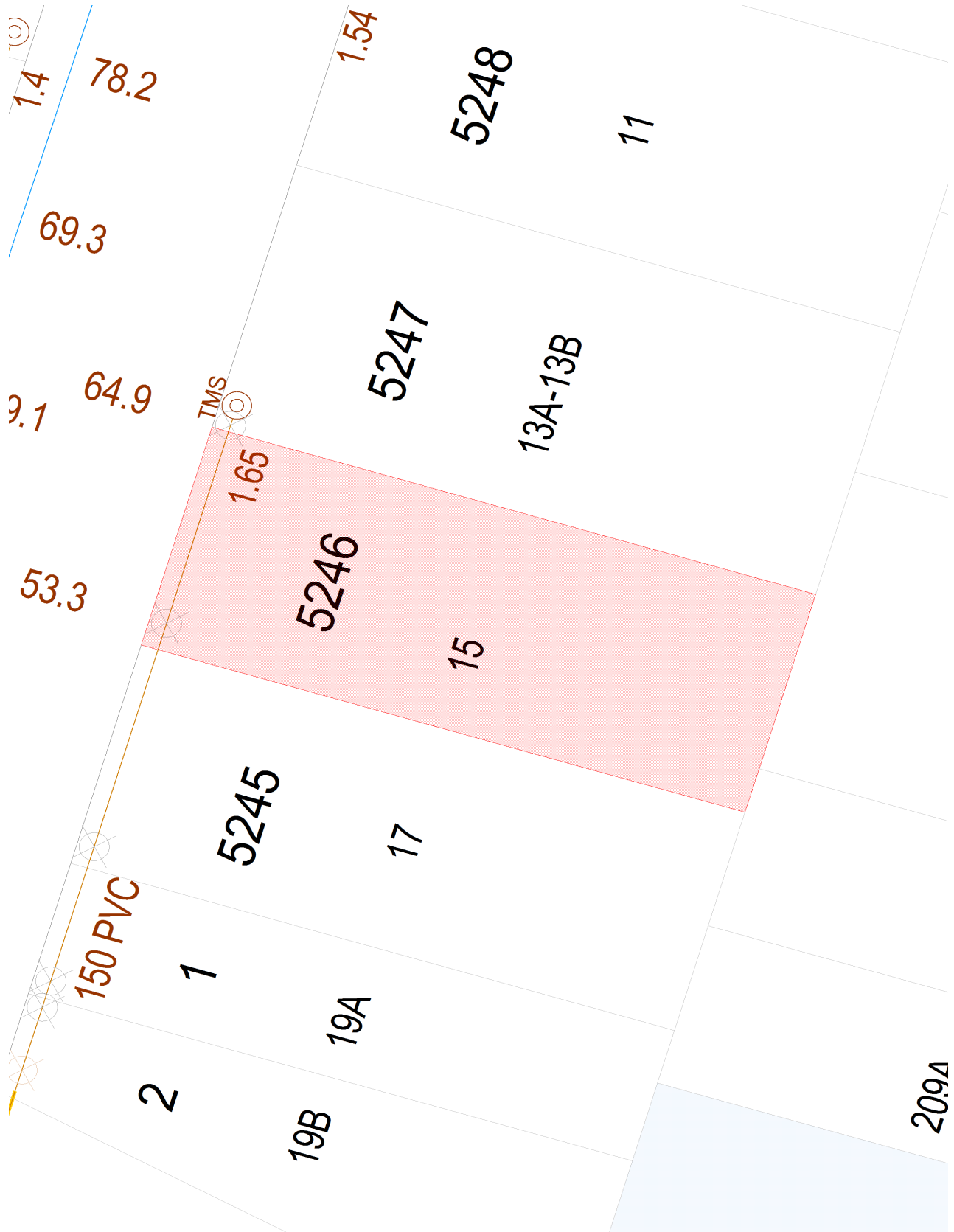
Lot No 5246 DP No \_\_\_\_\_ House No \_\_\_\_\_ Street NAROOMA  
 SUBURB OF GREGORY HILLS LGA CAMDEN  
 Licence No L1448 SCALE 1:200 SSD \_\_\_\_\_  
 Signature \_\_\_\_\_ Now/CoC No \_\_\_\_\_ Date \_\_\_\_\_

	Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)		Chamber
	Inspection Shaft	H	Basin	(L)	Trough Laundry		Pit
	Inspection Opening	Bth.	Bath Waste	WC	Water Closet		Grease Interceptor
	Gully	Bld	Bidet	○ Vert	Vertical Pipe		Pump Unit
	FW	CO	Clean Out	○ WS	Waste Stack		Onsite Treatment System
	Vertical Junction	FW	Floor waste Gully	○ SVP	Sewer Vent Pipe		Reflux Valve
	Sloped Junction	Shr	Shower	○ V	Vent Pipe		Sealed Capped Point
	On back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap		Provisional (future) drain point

NOTE Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and OFT Sewer Service Diagram Requirements. © State of New South Wales through NSW Fair Trading May 2012



**Service Location Print**  
Application Number: 8001805455



Document generated at 14-07-2022 10:51:32 AM

**Disclaimer**

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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# Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(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](http://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.

## AGREEMENT

This Agreement is made on 22 / 02 / 2022 at: Narellan NSW **BETWEEN**

## LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: Ms Mahsa Chitsaz & Mr Hadi Mirisae

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: mch.84a@gmail.com

Other Contact Details: \_\_\_\_\_

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: \_\_\_\_\_

**Note.** The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address):

PO BOX 136 NARELLAN NSW 2567

**Note.** Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

## TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Mr Shane McCarthy, Miss Ellen Marie Blair & Mr Jason William Kavanagh

Address for service of notices (if not address of Residential Premises):

N/A

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

## LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Pronard P/L T/as Professionals Narellan & District

Address: Studio 10, Shop 11, 38 Exchange Parade ACN: 169 379 079

Smeaton Grange NSW 2567 ABN: 26 169 379 079

Phone: ( 02 ) 4623 0380 Mobile: \_\_\_\_\_ Email: rentals@professionalsnarellan.com.au

Licence No.: 10 023 287 Licence Expiry: 22/06/2026

## TERM OF AGREEMENT

The term of this Agreement is:

6 Months  12 Months  18 Months  2 Years  3 Years  5 Years

Other (Please specify) 26 WEEKS

Periodic (no end date)

starting on: 26 / 02 / 2022 and ending on: 26 / 08 / 2022 (cross out if not applicable)

**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** *Note: insert any excluded items in the Other Additional Terms Item on the signature page*The residential premises are: **15 Narooma Street, Gregory Hills, NSW 2557**The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)***Double Car Garage, White metal table setting with 2 x matching chairs & 2 x matching pot holders.****RENT/RENT INCREASE**The rent is: **\$550.00** per: **WEEK** payable in advance starting on: **26 / 02 / 2022****Note.** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.Rent Increase 1: Then from: **/ /** pay: ..... per: **N/A**Rent Increase 2: Then from: **/ /** pay: ..... per: **N/A****Note.** Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.The tenant must pay the rent in advance on the **THURSDAY** of every **WEEK** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: ..... at: .....  
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: ..... Bank: .....

BSB: ..... Account No.: ..... Payment Reference: .....

or any other account nominated by the landlord; or

(c) as follows: **IPayrent or Salary Sacrifice****Note.** The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.**RENTAL BOND** *(Cross out if there is not going to be a bond)*A rental bond of \$ **\$2,080.00** 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 **3** persons may ordinarily live in the Premises at any one time.Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)***URGENT REPAIRS**

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Www.professionalsnarellan.com.au-Click Tenant Resources** Phone: .....Plumbing Repairs: **Www.professionalsnarellan.com.au-Click Tenant Resources** Phone: .....Building Repairs: **Www.professionalsnarellan.com.au-Click Tenant Resources** Phone: .....Other Repairs: **Www.professionalsnarellan.com.au-Click Tenant Resources** Phone: .....

SMEBS



# STANDARD TERMS OF 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.
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 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
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
  - 4.7 to make a rent receipt available for collection by the tenant or 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 if rent is paid by cheque, and
  - 4.8 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 landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

## RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, 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.

**Note.** Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

## 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 on and from 23 March 2025, 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 the *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, and
- 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

[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]

**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.

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

## ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

**53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

**1 x American Staffy Dog "Zeus" (Outside Only).**

**54. The tenant agrees:**

**54.1** to supervise and keep the animal within the premises, and

**54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

**54.3** to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

**55. 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 an animal has been kept on the residential premises during the tenancy.

**56.1 The tenant agrees:**

- (a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
- (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
- (c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
- (d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.

**56.2 The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

#### ADDITIONAL TERM - CONDITION REPORT

**57.** Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

**57.1** The condition report will form part of and be included in this agreement.

**57.2** The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

#### ADDITIONAL TERM - INSPECTIONS

**58.1** The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.

**58.2** Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

#### ADDITIONAL TERM - CARE AND USE OF PREMISES

**59. The tenant agrees**, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

**59.1** they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.

**59.2** to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.

**59.3** to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

**59.4** not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.

**59.5** not to hang washing or other articles outside anywhere but the areas designated for this purpose.

**59.6** to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

**59.7** keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

**59.8** where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

**59.9** to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.

**59.10** where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.

**59.11** not to affix any television antenna to the premises.

**59.12** not to maliciously or negligently damage the premises or any part of the premises.

**59.13** to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.

**59.14** to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.

**59.15** to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.

**59.16** to notify the landlord of any infectious disease at the premises.

**59.17** where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

#### ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

#### 60. Swimming Pool Safety and Maintenance

60.1 At the commencement of the tenancy, the landlord will:

- (a) handover the pool in a condition that is safe for use
- (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.

60.2 During the term of the tenancy:

- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
  - (1) child restraint barriers are in place and properly maintained;
  - (2) access gates and doors are securely closed at all times;
  - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;
  - (4) at all times, there are no climbable objects near the child restraint barriers that would allow children to access the swimming pool.
- (b) where a child restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
- (c) the tenant is responsible for general maintenance including:
  - (1) regular cleaning of filter baskets
  - (2) maintaining required water levels
  - (3) removing vegetation and other rubbish from the pool
  - (4) maintaining the pool water condition
  - (5) regular pool services
  - (6) payment of costs for all required pool chemicals
  - (7) advising the landlord or the agent immediately of any pool related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy:

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations:

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

#### ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

#### ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term the tenant agrees:

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and

(c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:
- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
  - (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
  - (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
  - (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

#### ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:
- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
  - (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
  - (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
  - (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
  - (e) Leave the premises (including the grounds) in a neat and tidy condition.
  - (f) Fumigate as reasonably required if pets have been on the premises.
  - (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
  - (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

#### ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

#### ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).
69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.
70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

#### ADDITIONAL TERM - STATUTES AND BY-LAWS

71. ~~The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.~~

#### ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.
73. **The tenant agrees** not to, by act or omission, either directly or indirectly, do anything which would:
- cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
  - cause or expose the landlord to any claim on any such insurance policy; or
  - cause any such insurance policy to be invalidated.

#### ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

#### ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (Cth)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (Cth)* (where applicable), collect, use and disclose such information to:
- the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or

- residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
  - previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
  - tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
  - the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
  - a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
  - Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

#### ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

#### ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- by delivering it to the party personally; or
  - by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
  - by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or

- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

- (9) **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.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **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.

## NOTES

### 1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **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.
- (4) **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.
- (5) **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*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.

### 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). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

### 3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

### 4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

### 5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

### 6. WARNING

It is an offence for any 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 to be paid for such an offence.

**OTHER ADDITIONAL TERMS**

*Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.*

1. The Tenant acknowledges & agrees that all non-urgent repairs are to be submitted to the Agent in writing.
2. The Tenant acknowledges & agrees that any mail delivered to the rented premises, not addressed to them, will be forwarded to the managing Agent without delay.
3. The Tenant agrees to supply their home and work telephone numbers to the Landlords Agent & further agrees to notify the Landlords Agent of any changes to these numbers within 7 days.
4. The Tenant acknowledges & agrees to supply their email address to the Landlords Agent as I/We accept & agree all correspondence (including notices) will be via email & further agrees to notify the Landlord's Agent of any changes to these emails within 7 days.
5. The tenant agrees they will not erect a swimming pool at the property without the Landlords consent. Swimming pool includes in ground, above-ground, indoor, portable & other types of pools and spa pools that are capable of being filled to a depth of 300mm or more of water.
6. The Tenant acknowledges & agrees that any fireplaces in the rented premises are for decoration only & are not be used for the lighting of fires without the Landlords written consent.
7. The Tenant acknowledges & agrees to place felt under the furniture to protect polished floorboards. Any damages caused to the floorboards will be the responsibility of the tenant to repair.
8. The Tenant acknowledges & agrees not to park any motor vehicles on any lawns, gardens & council strips at the property. Any damages caused to the grounds, gardens or council strips will be the responsibility of the tenant to repair.
9. The Tenant acknowledges & agrees that photos will be taken at each Routine Inspection for our records which will be conducted during business hours Monday to Friday.
10. The Tenant acknowledges & agrees that if a repair request is reported to our office - and either no fault is found or the fault has been caused by tenant neglect, the tenant will be responsible for payment of the account.
11. The Tenant acknowledges & agrees to regularly clean all air conditioning filters as per the manufacturer's instructions.

**SIGNATURES**

**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:** ..... Date: / /  
*(Signature of landlord or landlord's agent on behalf of the landlord)*

**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.

**SIGNED BY THE LANDLORD:** ..... Date: / /  
*(Signature of landlord or landlord's agent on behalf of the landlord)*

*Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.*

**SIGNED BY THE TENANT:** ..... Date: / /  
*(Signature of tenant)*

**SIGNED BY THE TENANT (2):** ..... Date: / /  
*(Signature of tenant 2)*

**SIGNED BY THE TENANT (3):** ..... Date: / /  
*(Signature of tenant 3)*

**SIGNED BY THE TENANT (4):** ..... Date: / /  
*(Signature of tenant 4)*

**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.

**SIGNED BY THE TENANT/S:** ..... Date: / /  
*(Signatures of tenants)*

For information about you rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)