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Contract for the sale and purchase of land 2019 edition

eCOS ID: 78711963

NSW DAN:

vendor's agent Stanton & Taylor Real Estate
 371 High Street PENRITH NSW 2750
 co-agent
 vendor MARK JEFFREY VAN LEERDAM 5 Watermint Way Clyde North VIC 3978

Phone: 02 4731 2899
 Fax: 02 4725 9630
 Ref:

vendor's solicitor Taylor & Co Legal
 369 High St PENRITH NSW 2750

Phone: 02 4725 9610
 Fax: 02 4725 9630
 Ref: 1797

date of completion 42 days after the contract date (clause 15)

Email: michael@taylorandcolegal.com.au

land 34 SHELLBOURNE PL CRANEBROOK NSW 2749

(Address, plan details and title reference)
 LOT 34 IN
 34/286395

VACANT POSSESSION Subject to existing tenancies

improvements HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions blinds dishwasher light fittings stove
 built-in wardrobes fixed floor coverings range hood pool equipment
 clothes line insect screens solar panels TV antenna
 curtains other:

exclusions
 purchaser

purchaser's solicitor

Phone:
 Fax:
 Ref:

price \$
 deposit \$
 balance \$

Email:
 (10% of the price, unless otherwise stated)

contract date (if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes
 GST of: \$

purchaser JOINT TENANTS tenants in common

in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

1797

78711963

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 % of the price if the margin scheme applies, 1/11 th 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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 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;
- certificate of title* 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;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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.

Special conditions

These are the special conditions to the contract for the sale of land

Amendments

32. Clauses 1-31 inclusive of this contract shall be amended as follows:
- (a) Clause 4.1 the word "normally" shall be deleted;
 - (b) Clause 4.1.1 is to be inserted as follows "Should the Transfer not be submitted in accordance with clause 4.1 and settlement is delayed as a result of the failure to comply with clause 4.1, the Vendor shall be entitled to enforce the provisions of Special Condition 43 herein.
 - (c) Clause 7.1.1 the amount of 5% is to be deleted and replaced with 1%.
 - (d) Clause 16.5 the words "plus another 20% of that fee" shall be deleted.
 - (e) Clause 16.8 is deleted in its entirety.
 - (f) Clause 18.7 is deleted in its entirety.
 - (g) Delete Clause 23.13 and 23.14 and substitute Clause 23.13 with – *"The Vendor hereby authorises the Purchaser to obtain the section 184 certificate under the Strata Schemes Management Act 1996 or the section 26 certificate under the Community Land Management Act 1989 in relation to the lot. The Purchaser shall provide a copy of this certificate to the Vendor's legal representative together with the draft settlement calculations no less than three (3) working days before settlement"*.

Conditions of sale by auction

33. If the property is or is intended to be sold at auction, Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002.
34. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer; and
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
35. 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 33A, 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 vendor or announces 'vendor bid'.
36. 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 vendor as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of 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 vendor; and
 - (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.

Notice to complete

37. In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

Death or incapacity

38. Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

Purchaser acknowledgements and Vendor Disclosure

39. The purchaser acknowledges that they have inspected the property and are purchasing the property:
- (a) In its present condition and state of repair;
 - (b) Subject to all defects latent and patent;
 - (c) Subject to any infestations and dilapidation;
 - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

40. It is no way represented that the sewer connections and sewer mains diagrams annexed hereto necessarily disclose all the pipes and mains which may run through the property nor their connections into the property. The purchaser shall make no objection, requisition or claim for compensation in respect thereof.
41. The purchaser acknowledges that the title particulars provided in this contract are sufficient particulars of title to enable the parties to prepare appropriate dealings and give effect to the contract.

No Warranty As To Use

42. The purchaser must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchaser must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection nor claim for compensation nor have any right of rescission or termination in relation to these matters.

Late completion

43. In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is

able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

44. The purchaser agrees to pay as an adjustment on settlement the sum of \$150 representing the agreed expenses incurred by the vendor for the drafting, engrossing and serving of a Notice to Complete upon the purchaser.

Agent

45. The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

Prior to Settlement

46. The purchaser shall not be entitled to require the vendor prior to settlement to register a discharge of any mortgage or withdrawal of caveat affecting the subject land but will accept on settlement a properly executed discharge of any such mortgage or withdrawal of any such caveat together with the appropriate registration fees therefore.
47. The parties agree that should the vendor allow the purchaser to occupy the property prior to completion and no rental fee is agreed in writing, then the amount shall be 0.1% of the purchase price herein per week until completion and should completion not be affected in accordance with the completion date then this amount shall be increased to 0.2% of the price herein. The parties further agree that the Council and water rates shall be adjusted from the date of the purchaser's occupation.

Deposit bond

48. The purchaser may not use a deposit bond unless requested in writing and the vendor consents. The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
 - (a) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

- (b) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (c) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.
- (d) Any deposit bond the purchaser provides must be valid for a period of not less than 6 months.

Payment of part deposit

49. In the event the vendor agrees in writing that the deposit paid by the Purchaser on the date of this Contract may be less than 10% of the purchase price, the parties agree that the following should apply:
- (a) The deposit of 10% is to be paid by way of two instalments;
 - (b) The first instalment being 5% of the purchase price shall be paid on the date of this contract;
 - (c) The Purchaser must pay the balance of the deposit being 5% of the purchase price on the completion date or any other date as agreed by the parties in writing, or on lawful termination of the Contract by the Vendor whichever date is the earliest.

Finance Approval

50. The purchaser warrants (and if there is to be more than one, that each of them both jointly and severally) that it has funds available or finance approved unconditionally to permit completion of this Contract in accordance with the terms and conditions herein and that any finance obtained has been obtained on terms that are reasonable.
51. The Purchaser shall not have any right to rescind this Contract by virtue of any non-availability of credit as at the settlement date. The Purchaser further acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into further contractual obligations on or after the date of this Contract in reliance upon this warranty. The Purchaser hereby acknowledges that it shall remain liable to the Vendor for all damages arising from a breach of this warranty notwithstanding any rights which the purchase made have pursuant to the provision of the Uniform Credit Code including Section 124 thereof.

Environmental Planning Policy

52. The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 149 certificate may be inaccurate in respect of those matters.

Miscellaneous

53. If there is a television wall bracket or wall mount or picture hooks or shelving on the walls or any item fixed to the wall of the property, the Vendor will not make good any holes in the wall following the removal of the said items. The Purchaser agrees that no objection shall be taken, requisitions raised, compensation claimed, nor any settlement delayed due to any matter arising from this Special Condition.
54. Where completion of this Contract is to be effected as an electronic transaction, the Purchaser's representative must provide the Order on the Agent in formal writing to the Vendor's conveyancer prior to the morning of completion, which will be held in escrow pending completion.

Tenancy

55. In the event the Contract specifies that the sale is subject to a tenancy, the Purchaser shall not raise any objections or requisitions, claims for compensation, or terminate the Contract if the tenancy is terminated by the tenant prior to settlement.
56. Notwithstanding anything elsewhere herein contained, the parties specifically acknowledge and agree that SHOULD this Contract be subject to VACANT POSSESSION, and, at the date of this Contract being entered into, there is a tenant occupying the property, Completion shall be the later of the due date on the Contract front page or three (3) business days after the tenant vacates the property. This is an essential term of the Contract.
57. Should there be any discrepancies or contradictions between these special conditions and the standard clauses of the contract then these special conditions shall prevail.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 34/286395

SEARCH DATE	TIME	EDITION NO	DATE
3/3/2021	6:13 PM	3	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 34 IN NEIGHBOURHOOD PLAN DP286395
AT CRANEBROOK
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
TITLE DIAGRAM DP286395

FIRST SCHEDULE

MARK JEFFREY VAN LEERDAM (T AH84973)

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/286395
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 4 THIS NEIGHBOURHOOD SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270488
- 5 DP286395 RESTRICTION(S) ON THE USE OF LAND (R1) REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT (DOC.1)
- 6 DP286395 RESTRICTION(S) ON THE USE OF LAND (R2) REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT (DOC.1)
- 7 DP286395 RESTRICTION(S) ON THE USE OF LAND (R4) REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT (DOC.1)
- 8 DP286395 RESTRICTION(S) ON THE USE OF LAND (R6) REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT (DOC.1)
- 9 DP286395 POSITIVE COVENANT (DOC.1)
- 10 DP286395 EASEMENT FOR FOOTINGS & SUPPORT 0.5 METRE(S) WIDE (E6) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 11 AH84974 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

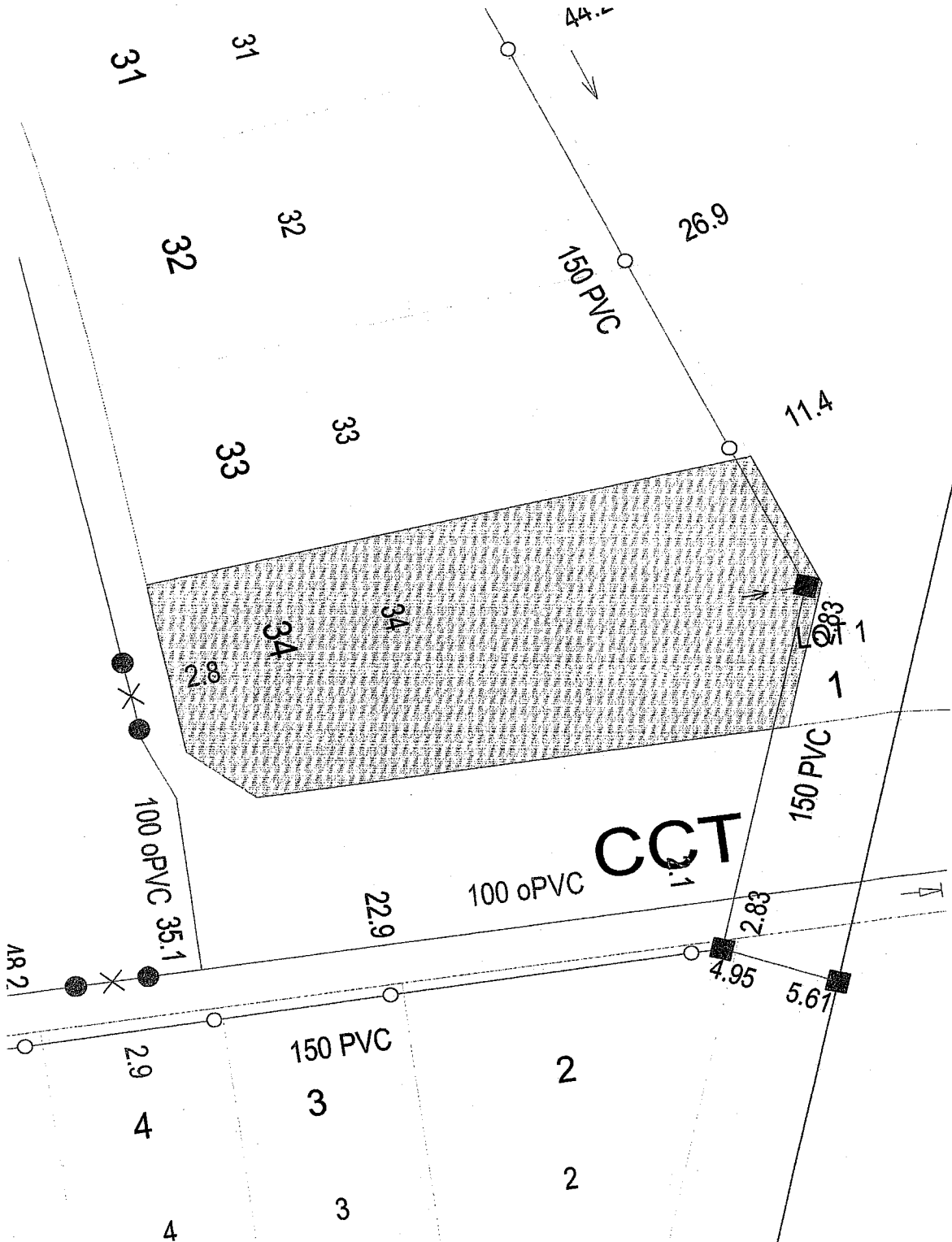
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

1797

PRINTED ON 3/3/2021

Service Location Print
Application Number: 8000510236



Document generated at 03-03-2021 06:25:29 PM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)	225 PVC	Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to Invert)	1.7	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)	200 PVC
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	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		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	
Stormwater		Private Mains	
Stormwater Pipe		Potable Water Main	
Stormwater Channel		Recycled Water Main	
Stormwater Gully		Sewer Main	
Stormwater Maintenance Hole		Symbols for Private Mains shown grey	

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

3 March 2021

Infotrack Pty Limited

Reference number: 8000510237

Property address: 34 Shellbourne Pl Cranebrook NSW 2749

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	a7bbe33a
Property Address:	34 SHELLBOURNE PLACE CRANEBROOK
Date of Registration:	04 March 2021
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

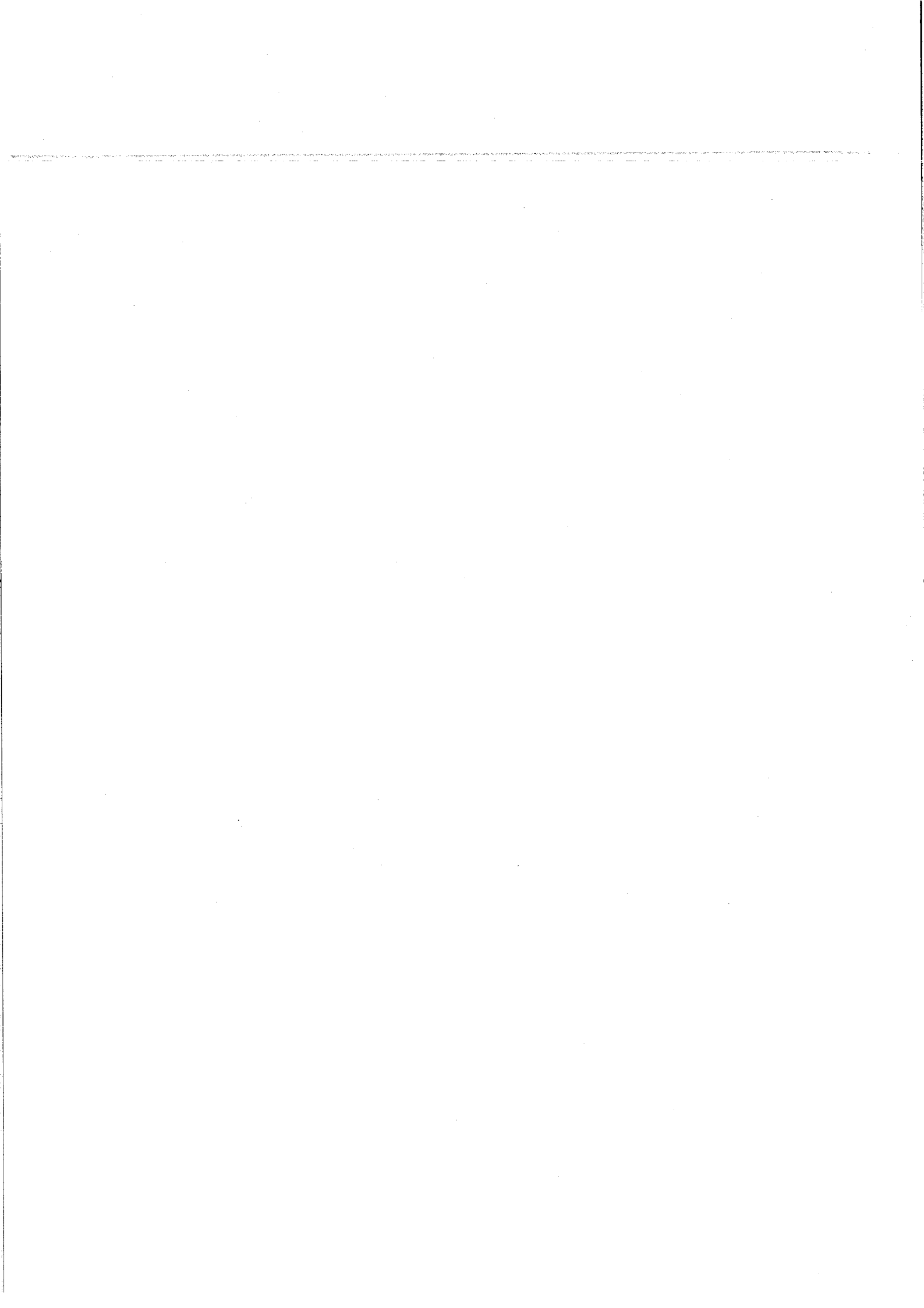
The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance





RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms **and** conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on 26 / 06 / 2020 at PENRITH Between

Landlord *[Insert name and telephone number or other contact details of landlord(s)]*

Landlord 1 Name	MARK JEFFREY VAN LEERDAM AND GIOVANA VAN LEERDAM	A.B.N. (if applicable)
Phone	02 4731-2899	Email info@stantonandtaylor.com.au

Landlord 2 Name		A.B.N. (if applicable)
Phone		Email

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

[Insert business address or residential address of landlord(s)]

C/- Stanton and Taylor First National
371 High Street, Penrith NSW 2750

Note. These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

Tenant *[Insert name of tenant(s) and contact details]*

Tenant 1 Name	BEN CARTER
Phone	0422 000 355
Email	ben@carterstaxadvisory.com.au

Tenant 2 Name	
Phone	
Email	

Tenant 3 Name	
Phone	
Email	

Tenant 4 Name	
Phone	
Email	

Landlord's agent details *[Insert name of landlord's agent (if any) and contact details]*

Licensee	Stanton & Taylor (Penrith) Pty Ltd						
Trading as	Stanton & Taylor First National	A.B.N.	86 002 370 541				
Address	371 High Street						
Penrith, NSW		Postcode	2750				
Phone	4731 2899	Fax	4725 9630	Mobile		Email	info@stantonandtaylor.com.au

Tenant's agent details *[Insert name of tenant's agent (if any) and contact details]*

Name/s		A.B.N.	
Address			
Phone		Postcode	
Fax		Mobile	Email



RESIDENTIAL TENANCY AGREEMENT

Term of agreement

The term of this agreement is:

- 6 months
 12 months
 2 years
 3 years
 5 years
 Other (please specify):
 Periodic (no end date)

starting on and ending on [*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

The residential premises are [*Insert address*]

Address

Suburb

State

Postcode

The residential premises include: [*Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.*]

The residential premises **do not include**: [*List anything such as a parking space, garage or storeroom which do not form part of the residential premises*]

Rent

The rent is per payable in advance starting on .

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.

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, or any other account nominated by the landlord:

BSB number:

Account number:

Account name:

Payment reference:

- (c) as follows:

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 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.



RESIDENTIAL TENANCY AGREEMENT

IMPORTANT INFORMATION

Maximum number of occupants

No more than persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs: Telephone: 0450 603 806

Plumbing repairs: Telephone: 0420 970 250

Other repairs: Telephone: 0419 313 341

Water usage

Will the tenant be required to pay separately for water usage? Yes No If yes, see clauses 12 and 13.

Utilities

Is electricity supplied to the premises from an embedded network?

Yes No

Is gas supplied to the premises from an embedded network?

Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional] [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.
[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.
[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.



RESIDENTIAL TENANCY 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



RESIDENTIAL TENANCY AGREEMENT

- 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



RESIDENTIAL TENANCY AGREEMENT

- 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:

- are structurally sound, and
- 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
- have adequate ventilation, and
- 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
- have adequate plumbing and drainage, and
- 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
- 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:

- are in a reasonable state of repair, and
- with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
- with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
- 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:

- the damage was not caused as a result of a breach of this agreement by the tenant, and
- the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- the tenant gives the landlord a reasonable opportunity to make the repairs, and
- the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 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 burst water service,
- 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,
- a blocked or broken lavatory system,
- a serious roof leak,
- a gas leak,
- a dangerous electrical fault,
- flooding or serious flood damage,
- serious storm or fire damage,
- a failure or breakdown of the gas, electricity or water supply to the premises,
- a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- 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



RESIDENTIAL TENANCY AGREEMENT

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



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- 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 landlords 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.

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



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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*.

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 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.



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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:

- both the landlord and the tenant agree to the terms, and
- they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- 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]:

NIL

- 54. The tenant agrees**

- to supervise and keep the animal within the premises, and
- to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- to ensure that the animal is registered and micro-chipped if required under law, and
- 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.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

- 56. The landlord and tenant:**

- 56.1 agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated / / (insert a date if the landlord and tenant agree to this clause) forms part of this agreement,
- 56.2 acknowledge** that the tenant's responses in that condition report form part of this agreement, and
- 56.3 agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

- 57. Further to clauses 16 and 17 and subject to any applicable by-law, the tenant agrees:**

- to use the residential premises for residential purposes only;
- not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- to wrap up and place garbage in a suitable container;
- to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- not to remove, alter or damage any water efficiency measure installed in the residential premises;
- not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

- 58. The tenant agrees:**

- to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and



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58.2 the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aeriels or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

ADDITIONAL TERM - RENT AND RENTAL BOND

59. The tenant agrees:

- 59.1 to pay the rent on or before the day which the term of this agreement begins; and
- 59.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

60. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

ADDITIONAL TERM - OCCUPANTS

61. The tenant agrees:

- 61.1 not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 61.2 to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

62. The tenant acknowledges that a notice of termination does not by itself end the tenant's obligations under this agreement.

63. The tenant agrees:

- 63.1 upon termination of this agreement, to:
 - (a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
 - (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
 - (c) comply with its obligations in clause 18 of this agreement; and
- 63.2 that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

64. Notwithstanding any termination of this agreement, the tenant acknowledges and agrees that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

65. The landlord and the tenant agree that:

- 65.1 any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 65.2 the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

Note: Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

Note: If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

66. The tenant acknowledges and agrees:

- 66.1 to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 66.2 where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 66.3 where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 66.4 that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

ADDITIONAL TERM - SWIMMING POOLS

(This clause does not apply when there is no pool on the residential premises)

67. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:

- 67.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;
- 67.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;
- 67.3 to keep the water level above the filter inlet at all times;
- 67.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;
- 67.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and
- 67.6 to ensure that the pool safety gate or access door is self-closing at all times.



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ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of **less than 2 years**):

68. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

68.1 the rent will be increased to

\$		per	
		on	/ /
			; and
to \$		per	
		on	/ /
			; or

68.2 the rent increase can be calculated by the following method (set out details):

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of **2 years or more**):

69. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

69.1 the rent will be increased to

\$		per	
		on	/ /
			; and
to \$		per	
		on	/ /
			; or

69.2 the rent increase can be calculated by the following method (set out details):

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Note: The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

70. For avoidance of doubt:

70.1 a condition report which accompanies this agreement, forms part of this agreement;

70.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

70.3 if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

71. The tenant agrees:

71.1 to reimburse the landlord, within 30 days of being requested to do so, for:

- (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
- (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
- (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

71.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and

71.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

ADDITIONAL TERM - TENANCY DATABASES

72. The landlord or the landlord's agent advises and the tenant acknowledges and agrees that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]

73. The tenant agrees that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

74. The landlord gives no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

75. The tenant agrees to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.



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76. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

78. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

ADDITIONAL TERM - PRIVACY POLICY

79. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and

applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.



RESIDENTIAL TENANCY AGREEMENT

ADDITIONAL TERM - ACKNOWLEDGEMENTS

80. The landlord and tenant each acknowledge that:

- 80.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 80.2** the additional terms and conditions may be included in this agreement only if:
 - (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
 - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 80.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.



RESIDENTIAL TENANCY AGREEMENT

SCHEDULE A

SPECIAL CONDITIONS - FLATS

Special Condition 1 - Vehicles

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
- (b) use for his or her own purposes as a garden any portion of the common area.

Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

Special Condition 4 - Noise

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 5 - Behaviour of tenants and invitees

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
 - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
 - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

Special Condition 8 - Preservation of fire safety

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Special Condition 10 - Appearance of flat

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

Special Condition 11 - Cleaning windows and doors

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
 - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
 - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
 - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
 - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.



RESIDENTIAL TENANCY AGREEMENT

- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 14 - Disposal of waste - shared bins (applicable where bins are shared by flats)

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 15 - Change in use or occupation of flat to be notified

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
 - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
 - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special Condition 16 - Compliance with planning and other requirements

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.



RESIDENTIAL TENANCY AGREEMENT

NOTES.

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

3. Ending 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 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.



RESIDENTIAL TENANCY AGREEMENT

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the *Electronic Transactions Act 2000* allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the *Electronic Transactions Act 2000*.

SIGNED BY THE LANDLORD /LANDLORD'S AGENT

DocuSigned by:
Josanne Karala _____ 28/6/2020
(Signature of landlord / landlord's agent) (Date)

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.

DocuSigned by:
Josanne Karala _____ 28/6/2020
(Signature of landlord / landlord's agent) (Date)

Note: A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

SIGNED BY THE TENANT

DocuSigned by:
Ben Carter _____
(Signature of tenant) (Signature of tenant)

29/6/2020 _____
(Date) (Date)

(Signature of tenant) (Signature of tenant)

(Date) (Date)

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.

DocuSigned by:
Ben Carter _____
(Signature of tenant) (Signature of tenant)

29/6/2020 _____
(Date) (Date)

(Signature of tenant) (Signature of tenant)

(Date) (Date)

For information about your rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au



March 2020

Tenant information statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the loose-fill asbestos insulation register
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply to landlords or agents if any of the above is not done.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give you:**

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give you:**

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give you:**

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above-7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- I have read the agreement and asked questions if there were things I did not understand.
- I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- I understand that any additional terms to the agreement can be negotiated before I sign.
- I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- I have made sure these have already been done or
- I have an undertaking in writing (before signing the agreement) that they will be done.

Upfront costs

- I am **not** required to pay:
 - more than 2 weeks rent in advance
 - more than 4 weeks rent as a rental bond.
- I am **not** being charged for:
 - the cost of preparing the tenancy agreement
 - the initial supply of keys and other opening devices to each tenant named in the agreement
 - being allowed to keep a pet on the property.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

Consider taking out home contents insurance

to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.

- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

Visit the [Fair Trading website](http://fairtrading.nsw.gov.au) or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at tenants.org.au

fairtrading.nsw.gov.au 13 32 20

Language assistance 13 14 50

(ask for an interpreter in your language)

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For information: fairtrading.nsw.gov.au/copyright

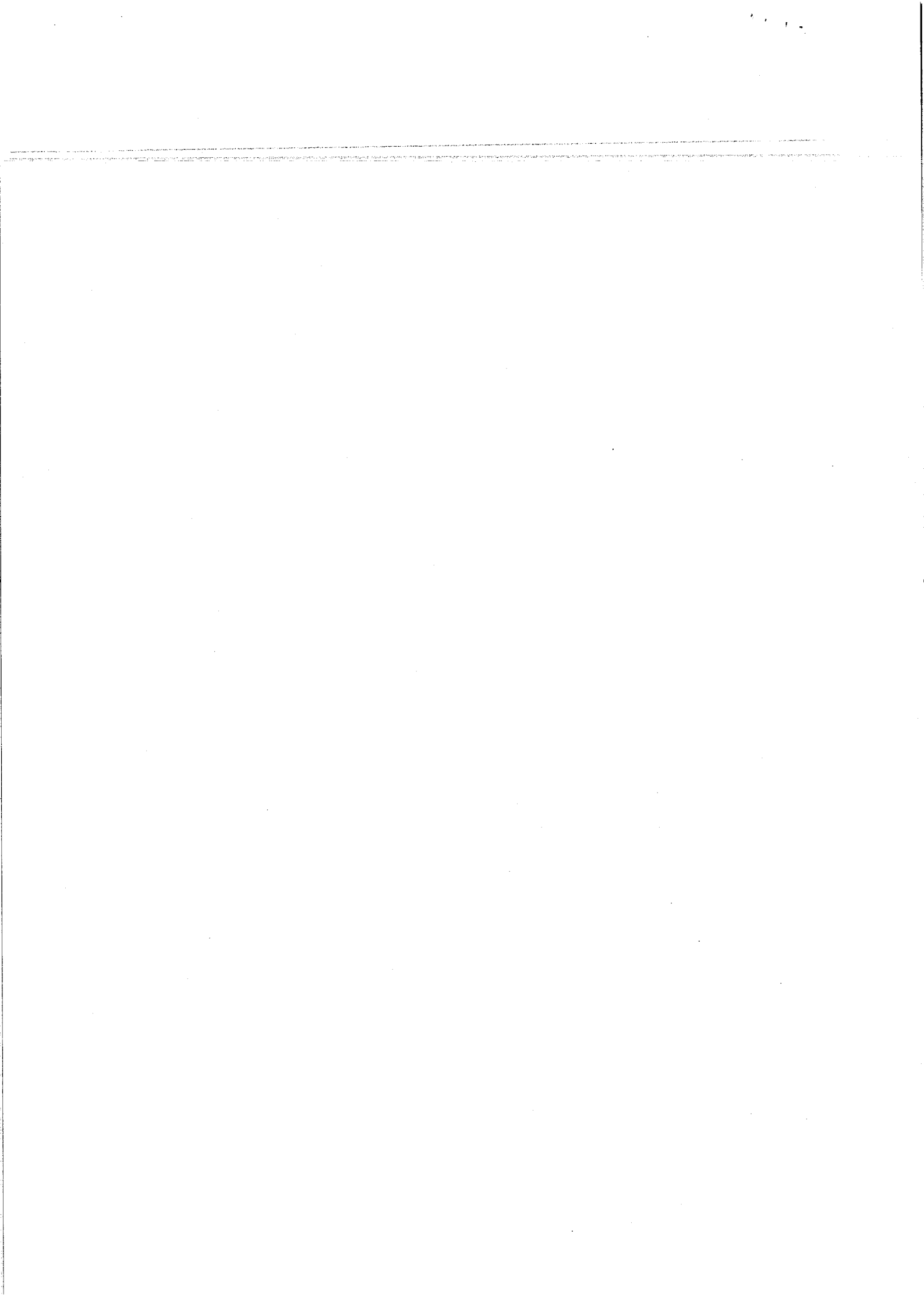
This publication must not be relied on as legal advice.

For more information about this topic, refer to the appropriate legislation.

SPECIAL CONDITIONS

The tenant hereby agrees to the following special as per section 80.1 in the residential tenancy agreement.

1. The Lessee agrees not to park or drive motor vehicles onto any grassed area at the property.
2. The Lessee agrees not carry out any repairs to motor vehicles at the property.
3. The Lessee agrees not to install or connect any gas bottles inside the property; this includes heating or kitchen appliances.
4. The Lessee agrees to supply their telephone numbers at home and work to the Managing Agent and inform the Managing Agent of any changes. The lessee understand and agree that their contact phone numbers may be given to tradesperson lessor or lessors representative, for the purpose of property repairs, valuations and inspections only.
5. The Lessee agrees they will be responsible for the garbage container/s supplied by Council for the said premises and all garbage will be put out for collection in the garbage container as required by the local Council.
6. Rubbish Removal – Penrith City Council offers the removal of bulky rubbish 4 times per year for each individual household. Call 1800 734 735 to book in the collection.
7. No responsibility is taken for cheques whether mislaid, posted or left under the door. Payment by cheque will be accepted, however, the lessee agrees to meet bank charges for Present Again, dishonour and agent administration costs.
8. The Lessee agrees not to erect a children's wading pool at the property under any circumstances.
9. The Lessee agrees that if the property should be placed on the market for sale; to allow potential purchases access to pre-arranged inspections within reason.
10. The Lessee agrees not to allow smoking inside the property at any time.
11. The Lessee agrees to advise our office as soon as possible of any repairs that are required at the property. All repairs must be reported in writing. Please email info@stantonandtaylor.com.au or your property manager direct or fill in repair request on Stantonandtaylor.com.au
12. We refer to clause 53, 54 & 55 of the additional terms of the Residential Tenancy Agreement, which relates to pets being kept at the property.
13. We refer to clause 57.11 of the additional terms of the Residential Tenancy Agreement, which relates to ventilation of the property; the Lessee agrees to adequately ventilate to prevent the growth of mould.



PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Property No: 787622
Your Reference: 1797-#78711960#
Contact No.

Issue Date: 05 March 2021
Certificate No: 21/01064

Issued to: Infotrack
D X 578
SYDNEY

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish:** CASTLEREAGH

Location: 34 Shellbourne Place CRANEBROOK NSW 2749
Land Description: Lot 34 DP 286395

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

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State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

1(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:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing Diversity) 2020 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

Draft State Environmental Planning Policy (Design and Place) applies to the land

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2 ZONING AND LAND USE UNDER RELEVANT LEPS

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

**Zone R1 General Residential
(Penrith Local Environmental Plan 2010)**

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that a high level of residential amenity is achieved and maintained.
- To ensure that new development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture

4. Prohibited

Rural worker's dwellings; Any other development not specified in item 2 or 3

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(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:

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

PLANNING CERTIFICATE UNDER SECTION 10.7

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2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

**2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY
(SYDNEY REGION GROWTH CENTRES) 2006**

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land.

DEMOLITION CODE

Complying development under the Demolition Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

5 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 ROAD WIDENING AND ROAD REALIGNMENT

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

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

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

PLANNING CERTIFICATE UNDER SECTION 10.7
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8 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 CONTRIBUTIONS PLANS

The Lakes Environs (Waterside Green) Development Contributions Plan applies to the land.

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

10A NATIVE VEGETATION CLEARING SET ASIDES

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

11 BUSH FIRE PRONE LAND

Some of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained

PLANNING CERTIFICATE UNDER SECTION 10.7
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by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

20 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any "affected building notice" and/or a "building product rectification order" in force for the land).

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY AEROTROPOLIS 2020

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Affected by the Lighting Intensity and Wind Shear Map	No
(c)	Affected by the Obstacle Limitation Surface Map	No
(d)	Affected by the “public safety area” on the Public Safety Area Map	No
(e)	Within the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	No

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) and 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

Warwick Winn
General Manager

per

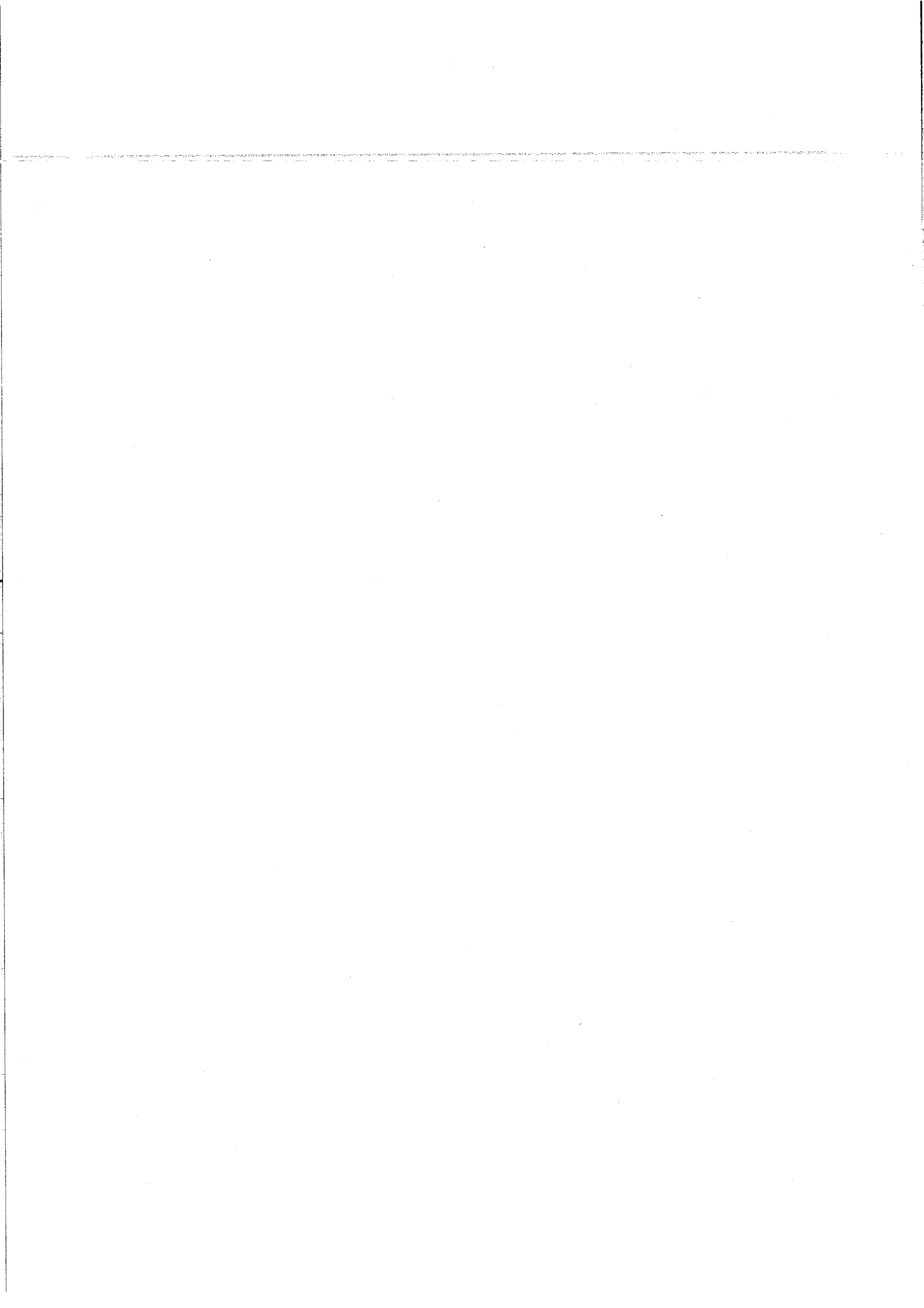


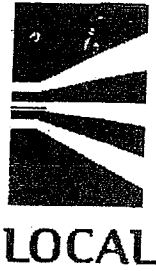
Please note:

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.





Final Occupation Certificate

CERTIFICATE NUMBER: 8008805

Penryn
yours locally

Local Norwest
Suite 21, 5 Inglewood Place, Baulkham Hills 2153
PO Box 7321 Baulkham Hills 2153
DX 8461 Castle Hill
p 1300 368 534
f 02 9836 5722

Issued under the Environmental Planning and Assessment Act 1979 www.localgroup.com.au

SUBJECT LAND:	LOT: 34 DP: 286395 34 SHELLBOURNE CIRCUIT CRANEBROOK NSW 2749
DESCRIPTION OF WORK:	TWO STOREY DWELLING
BUILDING CLASSIFICATION:	1a, 10a

COUNCIL COPY


In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Final Occupation Certificate has been determined as **approved**.

In making this determination, I hereby certify that:

- A current Complying Development Certificate No: 8008805 dated 30/08/2012 has been issued with respect to the plans and specifications for the building and is in force.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

DOCUMENTS ACCOMPANYING THE APPLICATION:

Record of Critical Stage Inspections
Certificate of Structural Adequacy for Piers & Slab
Final Identification Survey
Waterproofing Installation Certificate
Smoke Detectors Installation Certificate
Pest Control Certificate
Plumbing & Drainage Certificate
Certificate of Insulation
Certificate of Installation of BASIX Requirements


Paul Morgan
BPB0276

4/11/2013
Date of Certificate



LOCAL

RECORD OF MANDATORY INSPECTIONS

P.O. Box 7321
BAULKHAM HILLS NSW 2153
P: 1300 368 534
E: 02 9836 5722
E: Info@localgroup.com.au

Development
Consent Number:

Complying Dev.
Certificate Number: 8008805

Our Reference: 8008805

Subject Land: Lot: 34 D.P.: 286395
34 Shellbourne Circuit
CRANEBROOK NSW 2749

In accordance with the requirements of Clause 151(2)(d) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 151(2)(d)(i - iii) of the Regulations.

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

SCHEDULE "A"

Date of Inspection	Type of Inspection	Result	Accredited Certifier
23/08/2012	Site Inspection	Satisfactory	Paul Morgan BFB0276
4/10/2012	Commencement	Satisfactory	Michael Como BFB1928
4/10/2012	Pier Inspection	Satisfactory (Minor issues)	Michael Como BFB1928
8/10/2012	Slab Inspection	Satisfactory (Minor issues)	Michael Como BFB1928
12/10/2012	Stormwater Inspection	Satisfactory	Paul Morgan BFB0276
11/02/2013	Wet Area Inspection	Satisfactory	Michael Como BFB1928
11/02/2013	Framework Inspection	Satisfactory	Michael Como BFB1928
8/04/2013	Final (Preliminary) Inspection	Defective	Paul Morgan BFB0276
4/11/2013	Final Inspection	Satisfactory	Paul Morgan BFB0276

Paul Morgan
Accredited Certifier
Building Professionals Board
BFB0276

4/11/2013



Final Occupation Certificate

CERTIFICATE NUMBER: 8037631

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND:

LOT: 34
DP: 286395
34 SHELLBOURNE CIRCUIT Place
CRANBROOK
NSW 2749

DESCRIPTION OF WORK:

SWIMMING POOL

LIMITATIONS AND/OR EXCLUSIONS:

BUILDING CLASSIFICATION:

10b

In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Final Occupation Certificate has been determined as approved.

In making this determination, I hereby certify that:

- A current Complying Development Certificate No: 8037631 dated 18/05/2018 has been issued with respect to the plans and specifications for the building and is in force.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

DOCUMENTS ACCOMPANYING THE APPLICATION:

Record of Critical Stage Inspections

Certificate Issued By
Paul Morgan
BPB0276

on behalf of Local Certification Services Pty Ltd ABC7

05 Sep 2018

Date of Certificate

Fat: 8037631

Paul Morgan (BPB0276) - Date: 05/09/2018

Final Occupation Certificate

Doc ID: 4CA71F7



RECORD OF MANDATORY INSPECTIONS

P.O. Box 3190
NARELLAN DC NSW 2567
P: 1300 368 534
F: 02 4655 2411
E: info@localgroup.com.au

Development Consent Number:

Development Certificate Number: 8037631

Our Reference: 8037631

Subject Land: Lot: 34 D.P.: 286395
34 Shelbourne Circuit
CRANEBROOK NSW 2749

In accordance with the requirements of Clause 151(2)(d) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 151(2)(d)(i - iii) of the Regulations.

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

SCHEDULE "A"

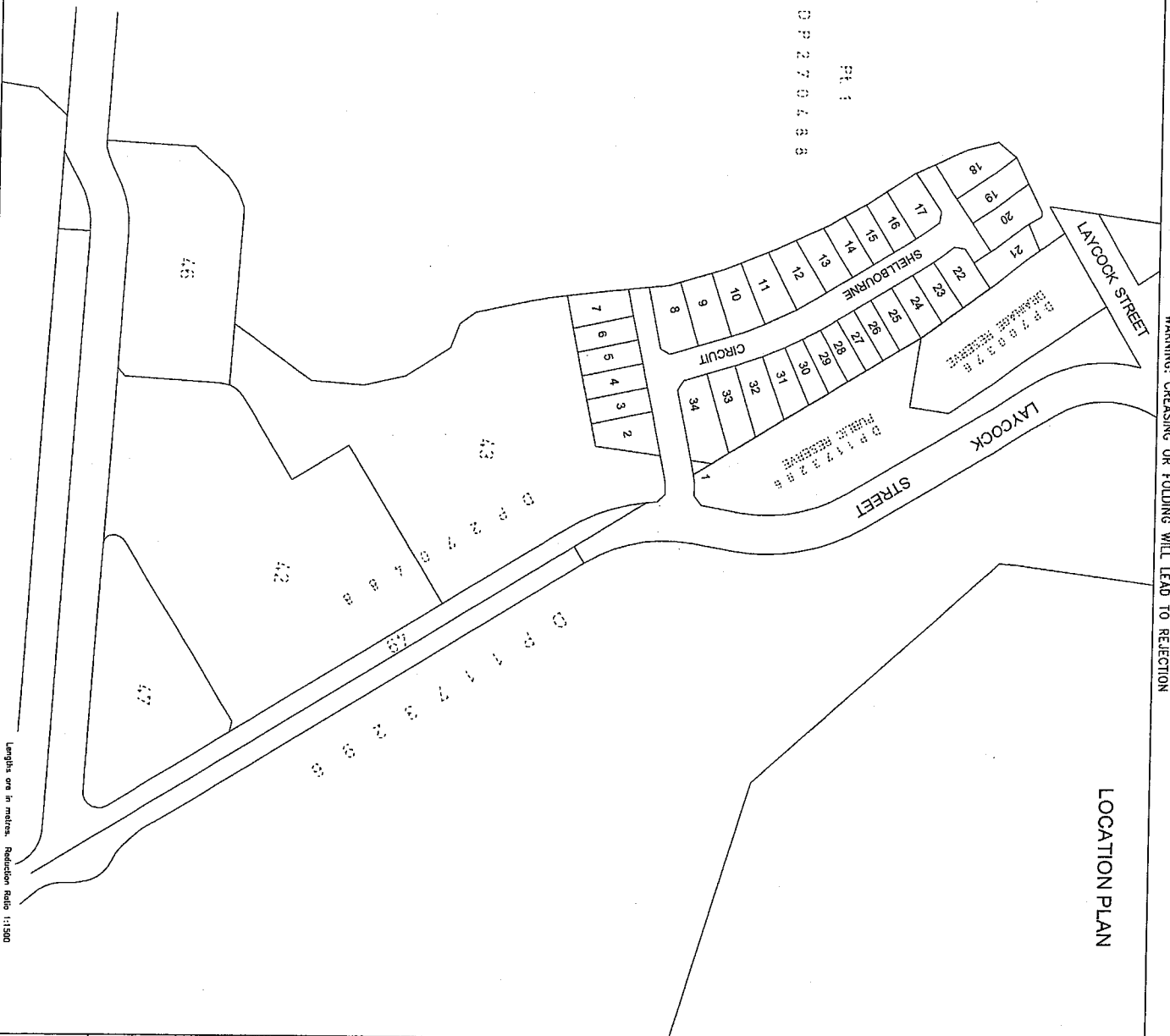
Date of Inspection	Type of Inspection	Result	Accredited Certifier
26/04/2018	Site Inspection	Satisfactory	Mitchell Whitticker BFB2933
20/06/2018	Pool Excavation Inspection	Satisfactory	Mitchell Whitticker BFB2933
20/06/2018	Commencement	Satisfactory	Mitchell Whitticker BFB2933
27/09/2018	Pool Steel Inspection	Satisfactory	Mitchell Whitticker BFB2933
20/08/2018	Pool Fence Inspection	Defective	Mitchell Whitticker BFB2933
29/08/2018	Pool Final Inspection	Satisfactory	Paul Morgan BFB0276
29/08/2018	Reinspection (Pool Fence Inspection)	Satisfactory	Paul Morgan BFB0276

Certificate Issued By
Paul Morgan
BFB0276

on behalf of Local Certification Services Pty Ltd ABC7

Digitally signed by Paul Morgan (BFB0276) - Date: 29/08/2018 10:19:00 +1000
Email: paul.morgan@localgroup.com.au

M.G.A. NORTH



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOCATION PLAN

THIS SHEET IS BEING CONTINUALLY IMPROVED TO SHOW THE LATEST INFORMATION OF THE SCHEME FOR DETAILS OF UPDATES AND ADDITIONAL AND REVISION SHEETS SEE SCHEDULE BELOW

SCHEDULE OF CHANGES TO THE SCHEME

LOT No.	DETAILS	SHEET No.

Lengths are in metres. Reduction Ratio 1:1500

Subdivision Certificate No.: 029112
 Date: 4.5.2012

Surveyor: Ian Viscicki Mjyfas
 Surveyor's Reference: 14808-8C

Registered:  4.6.2012

NEIGHBOURHOOD PLAN

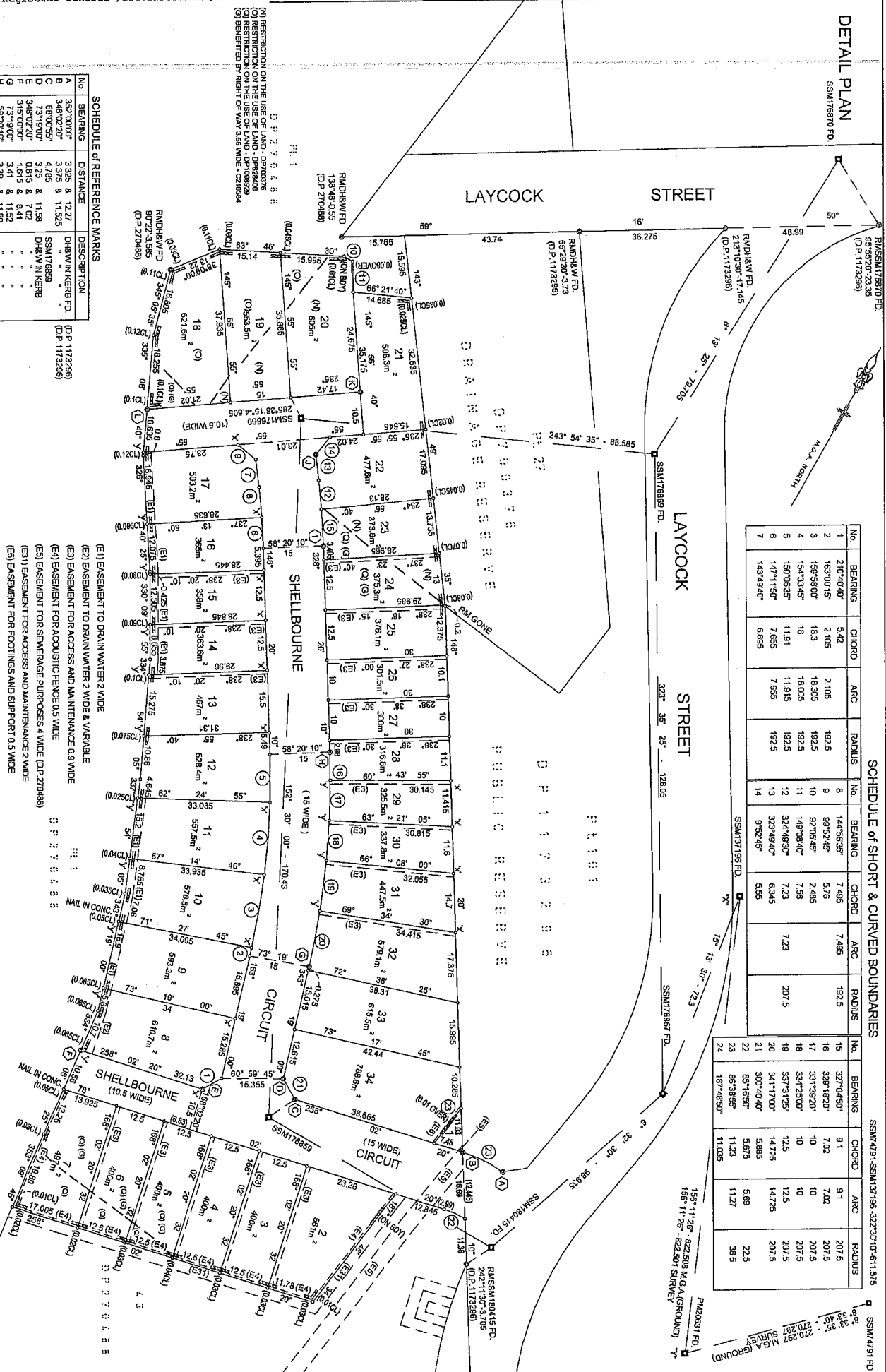
D.P. 286395

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS	No	BEARING	CHORD	ARC	RADIUS
1	210°40'40"	5.42	2.105	192.5	8	144°59'54"	7.85	7.485	192.5
2	163°00'15"	2.05	1.8305	192.5	9	99°52'45"	5.76	5.575	192.5
3	159°58'00"	18.3	16.005	192.5	10	92°08'45"	2.885	2.73	192.5
4	154°33'45"	18	16.005	192.5	11	146°08'40"	7.86	7.23	207.5
5	150°06'35"	11.91	11.915	192.5	12	324°49'30"	7.23	7.23	207.5
6	147°11'50"	7.655	7.655	192.5	13	323°49'40"	6.345	6.345	207.5
7	143°49'40"	6.885	6.885	192.5	14	9°32'45"	5.55	5.55	207.5
15	327°04'50"	9.1	7.02	207.5	21	300°40'40"	5.885	5.885	225
16	329°16'20"	7.02	7.02	207.5	22	89°18'50"	5.075	5.075	225
17	331°38'20"	10	10	207.5	23	86°38'50"	11.23	11.23	36.5
18	334°25'00"	10	10	207.5	24	187°46'50"	11.025	11.025	36.5
19	337°31'25"	12.5	12.5	207.5					
20	341°11'00"	14.725	14.725	207.5					
21	343°49'40"	14.725	14.725	207.5					



SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION
A	357°00'00"	3.325 & 12.27	DRY IN KERB FD (D.P. 1172296)
B	348°00'20"	3.315 & 11.525	DRY IN KERB FD (D.P. 1172296)
C	68°00'55"	4.785	DRY IN KERB FD (D.P. 1172296)
D	72°19'00"	3.235 & 11.59	DRY IN KERB FD (D.P. 1172296)
E	315°00'00"	1.815 & 6.41	DRY IN KERB FD (D.P. 1172296)
F	72°19'00"	3.41 & 11.52	DRY IN KERB FD (D.P. 1172296)
G	58°20'10"	3.38 & 11.54	DRY IN KERB FD (D.P. 1172296)
H	58°20'10"	3.38 & 11.54	DRY IN KERB FD (D.P. 1172296)
I	55°55'55"	2.735 & 12.075	DRY IN KERB FD (D.P. 1172296)
J	56°30'00"	3.38 & 10.125	DRY IN KERB FD (D.P. 1172296)
K	54°31'40"	10.285	DRY IN KERB FD (D.P. 1172296)
L	281°31'40"	10.285	DRY IN KERB FD (D.P. 1172296)

- (E1) EASEMENT TO DRAIN WATER 2 WIDE
- (E2) EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE
- (E3) EASEMENT FOR ACCESS AND MAINTENANCE 0.5 WIDE
- (E4) EASEMENT FOR ACCESS AND MAINTENANCE 0.5 WIDE
- (E5) EASEMENT FOR SEWERAGE PURPOSES 4 WIDE (D.P. 270488)
- (E6) EASEMENT FOR ACCESS AND MAINTENANCE 2 WIDE
- (E7) EASEMENT FOR FOOTINGS AND SUPPORT 0.5 WIDE

Surveyor: Lisa Viskovat-Mylers
 Viscovat-Mylers Surveyors
 Date of Survey: 1st March, 2012
 Surveyor's Reference: 1469349C

PLAN OF SUBDIVISION OF
 LOTS 44 IN D.P. 270488.

LGA: PENRITH
 Locality: CRANBROOK
 Subdivision No.: 029/12

Registered:
 4.6.2012

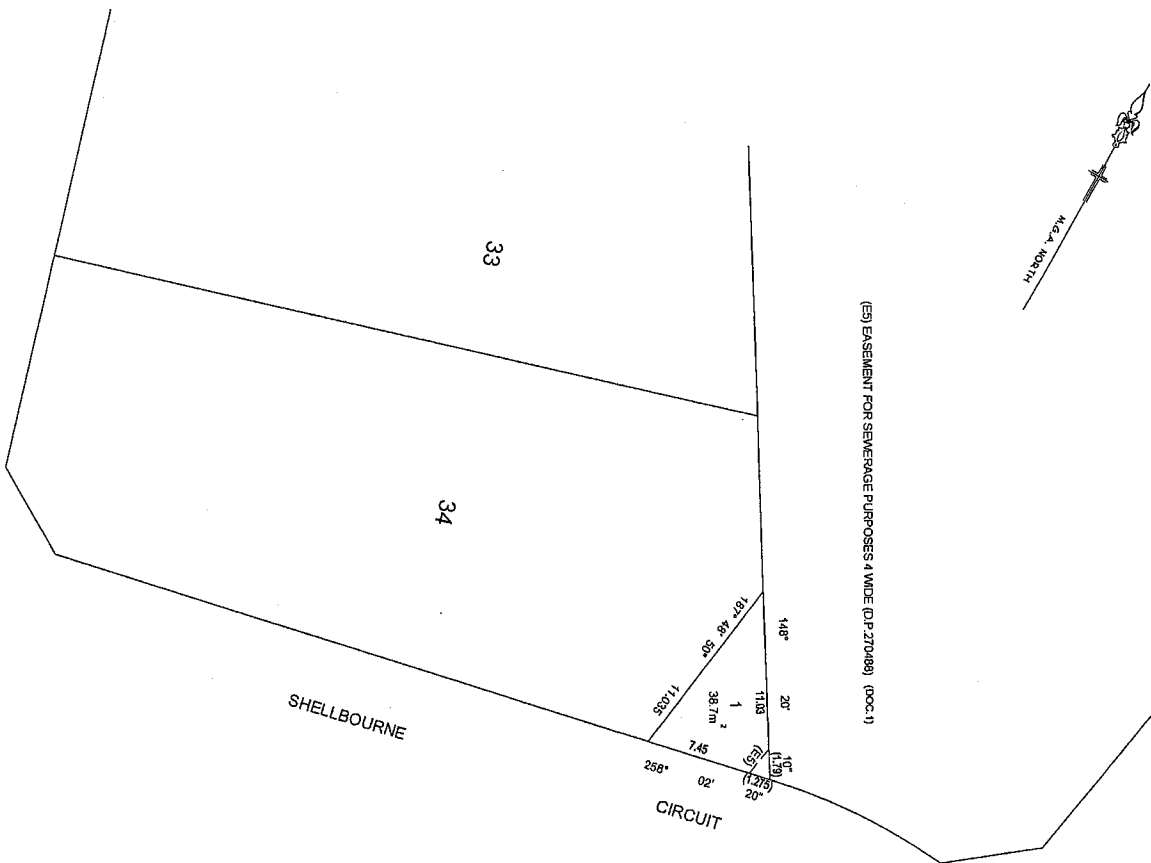
D.P. 286395

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

SURVEYING & SPATIAL INFORMATION REGULATION 2008 CLAUSE 81(2)						
M.G.A. CO ORDINATES (ZONE 59)						
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	
PM 206931	287 567.089	6 265 217.881	B	2	"	
SSM174791	287 607.306	6 265 485.207	B	2	"	
SSM137196	287 234.972	6 265 970.498	C	3	"	
SSM176857	287 215.950	6 265 900.773	C	N/A	CADASTRAL	
SSM176859	287 139.081	6 265 813.694	C	N/A	TRAVERSE	
SSM176860	287 080.386	6 265 964.893	C	N/A	"	
SSM176869	287 139.245	6 265 003.826	C	N/A	"	
SSM176870	287 148.585	6 266 083.062	C	N/A	"	
SSM190415	287 204.679	6 265 802.481	C	N/A	"	

COMBINED SEA LEVEL AND SCALE FACTOR 1.000148
SOURCE M.G.A. CO ORDINATES ADOPTED FOR ESTABLISHED MARKS
FROM S.C.I.M.S. FEBRUARY 2012

Surveyor: Iba Vincent Myers Value: Myself Date of Survey: 1st March 2012 Surveyor's Reference: 146836C	PLAN OF SUBDIVISION OF LOTS 44 IN D.P. 270488.	LGA: PENRITH Locality: CRANBROOK Subdivision No.: 02912 Lengths are in metres. Reduction Ratio 1:1500	Registered: 4.6.2012	D.P. 286395
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NEIGHBOURHOOD PROPERTY LOT

(E5) EASEMENT FOR SEWERAGE PURPOSES 4 WIDE (D.P. 270488) (POCC.1)

Surveyor: Iona Vivian de Mylars
 No. 42152821, email: iona@mylarssurvey.com.au
 Date of Survey: 1st March, 2012
 Surveyor's Reference: 14608-8C

PLAN OF SUBDIVISION OF
 LOTS 44 IN D.P. 270488.

LGA: PENRITH
 Locality: CRANBROOK
 Subdivision No.: 028712
 Lengths are in metres. Reduction Ratio 1:200

Registered:
 4.6.2012

D.P. 286395

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

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

DEPOSITED PLAN ADMINISTRATION SHEET

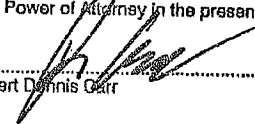
Sheet 1 of 4 sheets


*OFFICE USE ONLY

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

IT IS INTENDED TO DEDICATE SHELLBOURNE CIRCUIT, SUBJECT TO EASEMENT FOR SEWERAGE PURPOSES 4 WIDE (D.P.270488), AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.

Executed for and on behalf of Stockland Development Pty Limited ACN 000 064 835 by its duly authorised attorney under Power of Attorney registered in Book 4566 No. 484 who declares that he has no notification of revocation of the said Power of Attorney in the presence of:


 Robert Dennis Carr


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

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

Crown Lands NSW/Western Lands Office Approval


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

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

Subdivision Certificate

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

(Insert 'subdivision' or 'new road')


 *Authorised Person/General Manager/Accredited Certifier

Consent Authority PENRITH CITY COUNCIL
 Date of endorsement 4/5/12
 Accreditation No.
 Subdivision Certificate No. 029/12
 File No. DA 11/0897

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

*Delete whichever is inapplicable.

D.P.286395 *

(DOC.A)

Registered:  4.6.2012 *

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 44 IN D.P.270488.

L G A: PENRITH
 Suburb: CRANEBROOK
 Parish: CASTLEREAGH
 County: CUMBERLAND


Survey Certificate

Surveying & Spatial Information Regulation, 2006

I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. Fax.47312821 email: imyers@vmsurvey.com.au a land surveyor registered under the Surveying & Spatial Information Act certify that the survey represented in this plan is accurate, and has been made in accordance with the Surveying & Spatial Information Regulation, 2006 and was completed on 1st March, 2012.

the survey relates to Lots 1-34

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

(Signature)  Dated: 1st March, 2012.
 Land Surveyor registered under the Surveying & Spatial Information Act

Orientation: SSM137196 TO PM20631 Type: Urban

Plans used in preparation of survey.

D.P.270488
 D.P.1173296

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

SURVEYOR'S REFERENCE: 14608-8C

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

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheets

PLAN OF SUBDIVISION OF
LOTS 44 IN D.P.270488.

D.P.286395 *

(DOC.A)

Registered:



4.6.2012 *

Subdivision Certificate No.:

029/12

Date of Endorsement:

4/5/12

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

1. RESTRICTION ON THE USE OF LAND (R1)
2. RESTRICTION ON THE USE OF LAND (R2)
3. EASEMENT TO DRAIN WATER 2 WIDE (E1)
4. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (E2)
5. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E3)
6. RESTRICTION ON THE USE OF LAND (R4)
7. RESTRICTION ON THE USE OF LAND (R10)
8. RESTRICTION ON THE USE OF LAND (R5)
9. RESTRICTION ON THE USE OF LAND (R3)
10. EASEMENT FOR ACOUSTIC FENCE 0.5 WIDE (E4)
11. RESTRICTION ON THE USE OF LAND (R6)
12. POSITIVE COVENANT
13. RESTRICTION ON THE USE OF LAND (R7)
14. EASEMENT FOR ACCESS AND MAINTENANCE 2 WIDE (E31)
15. EASEMENT FOR FOOTINGS AND SUPPORT 0.5 WIDE (E6)

SURVEYOR'S REFERENCE: 14608-8C

*OFFICE USE ONLY

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheets

PLAN OF SUBDIVISION OF
 LOTS 44 IN D.P.270488.

D.P.286395

(DOC.A)

Registered:  4.6.2012

*OFFICE USE ONLY

Subdivision Certificate No.: 029/12

Date of Endorsement: 4/5/12

Name of Development if any

WATERSIDE

Address for notice of services

ROBINSON & DAVIES Pty Ltd
 PO Box KL925
 KINGS LANGLEY, N.S.W. 2147.
 DX 8115 BLACKTOWN

This sheet shows an initial schedule of units entitlements for the Neighbourhood Scheme which is liable to be altered as the scheme is developed or on the completion of the scheme in accordance with the provisions of section 30 of the Community Lands Development Act, 1989.

Any changes will be recorded on subsequent Administration Sheets

I,
 Registration No.
 being a Valuer registered under the Valuers Registered Act, 1975, certify that the Unit Entitlements shown on this sheet are based upon valuations made by me on

(Signature)..... Dated

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENTS
 (if insufficient space use annexure sheet Plan Form 6A)

SCHEDULE OF UNIT ENTITLEMENT			SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY		9	310	
2	310		10	310	
3	270		11	310	
4	270		12	300	
5	270		13	280	
6	270		14	250	
7	290		15	250	
8	320		16	250	

SURVEYOR'S REFERENCE: 14608-8C

L

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

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheets

PLAN OF SUBDIVISION OF
 LOTS 44 IN D.P.270488.

D.P.286395 *

(DOC.A)

Registered:  4.6.2012 *

Subdivision Certificate No.: *029/12*

Date of Endorsement: *4/5/12*

*OFFICE USE ONLY

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
17	310	
18	330	
19	310	
20	320	
21	310	
22	290	
23	250	
24	250	
25	250	
26	230	
27	230	
28	230	
29	250	
30	250	
31	280	
32	320	
33	330	
34	351	
TOTAL	9351	

HISTORICAL FILE

SEE DOCUMENT B

PLAN FORM 6D (Community Annexure) **WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheets
PLAN OF SUBSTITUTE SCHEDULE OF UNIT ENTITLEMENTS FOLLOWING TRIBUNAL ORDER	Office Use Only <h1 style="margin: 0;">D.P.286395</h1> (DOC B)	
	Registered: 11.3.2013 Office Use Only	

Subdivision Certificate No.:	Date of Endorsement:
------------------------------	----------------------

Name of Development if any <h1 style="margin: 0;">WATERSIDE</h1>	Address for service of notices ROBINSON & DAVIES Pty Ltd PO Box KL925 KINGS LANGLEY, N.S.W. 2147. DX 8115 BLACKTOWN
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WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community Scheme which is liable to be altered as the scheme is developed or on the completion of the scheme in accordance with the provisions of section 30 of the Community Lands Development Act, 1989. Any changes will be recorded on subsequent Administration Sheets	VALUER'S CERTIFICATE (Approved Form 9) <hr/> Of..... being a Valuer registered under the Valuers Registration Act, 1975, certify that: *(a) The Unit Entitlements shown in the schedule herewith are based upon an order of the CTTI lodged with AH 457857 G *(b) The Unit Entitlements shown in the schedule herewith, are based upon their market value on 12.09.12 being the date of the valuation on which the order was based
UPDATE NOTE (Approved Form 8) This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 04.06.12 <small>*strike through if inapplicable ~ insert registration date of previous schedule</small>	<small>*strike through if inapplicable</small>

SCHEDULE OF UNIT ENTITLEMENTS

SCHEDULE OF UNIT ENTITLEMENT			SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY		8	320	
2	280		9	310	
3	260		10	310	
4	260		11	310	
5	260		12	300	
6	260		13	290	
7	290		14	270	

SURVEYOR'S REFERENCE: 14608-DP286395

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PLAN FORM 6D (Community Annexure) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DEPOSITED PLAN ADMINISTRATION SHEET					
PLAN OF SUBSTITUTE SCHEDULE OF UNIT ENTITLEMENTS FOLLOWING TRIBUNAL ORDER			Sheet 2 of 3 sheets Office Use Only		
			D.P.286395 (DOC B)		
Subdivision Certificate No.:			Date of Endorsement:		
Name of Development if any WATERSIDE			Address for service of notices ROBINSON & DAVIES Pty Ltd PO Box KL925 KINGS LANGLEY, N.S.W. 2147. DX 8115 BLACKTOWN		
WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community Scheme which is liable to be altered as the scheme is developed or on the completion of the scheme in accordance with the provisions of section 30 of the Community Lands Development Act, 1989. Any changes will be recorded on subsequent Administration Sheets			VALUER'S CERTIFICATE (Approved Form 9) of..... being a Valuer registered under the Valuers Registration Act, 1975, certify that:		
UPDATE NOTE (Approved Form 8) This document contains an <i>*updated/*revised</i> Schedule of Unit Entitlements and replaces the existing schedule registered on 04.06.12 <i>*strike through if inapplicable</i> <i>- insert registration date of previous schedule</i>			*(a) The Unit Entitlements shown in the schedule herewith are based upon an order of the CTTI lodged with *(b) The Unit Entitlements shown in the schedule herewith, are based upon their market value on 12.09.12 being the date of the valuation on which the order was based <i>AM 457857 G</i> <i>*strike through if inapplicable</i>		
SCHEDULE OF UNIT ENTITLEMENTS					
SCHEDULE OF UNIT ENTITLEMENT			SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
15	270		22	260	
16	270		23	230	
17	300		24	230	
18	320		25	230	
19	310		26	225	
20	320		27	225	
21	290		28	225	
SURVEYOR'S REFERENCE: 14608-DP286395					

PLAN FORM 6D (Community Annexure) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DEPOSITED PLAN ADMINISTRATION SHEET						Sheet 3 of 3 sheets
PLAN OF SUBSTITUTE SCHEDULE OF UNIT ENTITLEMENTS FOLLOWING TRIBUNAL ORDER			Office Use Only <h1 style="margin: 0;">D.P.286395</h1> (DOC B)			
			Registered: 11.3.2013		Office Use Only	
Subdivision Certificate No.:			Date of Endorsement:			
Name of Development if any <h1 style="margin: 0;">WATERSIDE</h1>			Address for service of notices ROBINSON & DAVIES Pty Ltd PO Box KL925 KINGS LANGLEY, N.S.W. 2147. DX 8115 BLACKTOWN			
WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community Scheme which is liable to be altered as the scheme is developed or on the completion of the scheme in accordance with the provisions of section 30 of the Community Lands Development Act, 1989. Any changes will be recorded on subsequent Administration Sheets			VALUER'S CERTIFICATE (Approved Form 9) Of being a Valuer registered under the Valuers Registration Act, 1975, certify that: * (a) The Unit Entitlements shown in the schedule herewith are based upon an order of the CTTI lodged with AH 457857 G * (b) The Unit Entitlements shown in the schedule herewith, are based upon their market value on 12.09.12 being the date of the valuation on which the order was based			
UPDATE NOTE (Approved Form 8) This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 04.06.12 <small>*strike through if inapplicable ^ insert registration date of previous schedule</small>			<small>*strike through if inapplicable</small>			
SCHEDULE OF UNIT ENTITLEMENTS						
SCHEDULE OF UNIT ENTITLEMENT			SCHEDULE OF UNIT ENTITLEMENT			
LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	
29	225					
30	225					
31	250					
32	280					
33	285					
34	300					
TOTAL	8990					
SURVEYOR'S REFERENCE: 14608-DP286395						

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DP286395

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	4.6.2012	4	13

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

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

Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488 covered by Subdivision Certificate No.

Full name and address of the owner of the land:

Stockland Development Pty Ltd
 ABN 71 000 064 835
 Level 25, 133 Castlereagh Street
 SYDNEY NSW 2000

ePlan (DOC.1)

(Sheet 1 of 13 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Restriction on the Use of Land (R1)	2-34 incl.	Penrith City Council
2.	Restriction on the Use of Land (R2)	2-34 incl.	Penrith City Council
3.	Easement to Drain Water 2 wide (E1)	9 10 11 14 15 16 17	10-12 incl. 11 & 12 incl. 12 13 13 & 14 13-15 incl. 13-16 incl.
4.	Easement to Drain Water 2 wide and variable (E2)	8	9-12 incl.
5.	Easement for Access and Maintenance 0.9 wide (E3)	2 3 4 5 6 13 14 15 24	3 4 5 6 7 14 15 16 23

5860234/7



.....
 Authorised Person
 Penrith City Council

Ref: B14608-8C_01
 Waterside - Stage 8A



Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488 covered by Subdivision Certificate No.

Full name and address of the owner of the land:

Stockland Development Pty Ltd
 ABN 71 000 064 835
 Level 25, 133 Castlereagh Street
 SYDNEY NSW 2000

ePlan (DOC.1)
 (Sheet 2 of 13 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
5. cont.	Easement for Access and Maintenance 0.9 wide (E3)	25 26 27 28 29 30 31 32	24 25 26 27 28 29 30 31
6.	Restriction on the Use of Land (R4)	8-25 incl. , 30-34 incl.	Penrith City Council
7.	Restriction on the Use of Land (R10)	26-29 incl	Penrith City Council
8.	Restriction on the Use of Land (R5)	2-7 incl.	Penrith City Council
9.	Restriction on the Use of Land (R3)	2-7 incl.	Penrith City Council
10.	Easement for Acoustic Fence 0.5 wide (E4)	2-7 incl.	1
11.	Restriction on the Use of Land (R6)	2-34 incl.	Penrith City Council
12.	Positive Covenant	2-34 incl.	Penrith City Council
13.	Restriction on the Use of Land (R7)	8-17 incl.& 28-31 incl.	Penrith City Council

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Authorised Person
 Penrith City Council

Ref: B14608-8C_01
 Waterside - Stage 8A



Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488
covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

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ABN 71 000 064 835
Level 25, 133 Castlereagh Street
SYDNEY NSW 2000

ePlan (DOC.1)

(Sheet 3 of 13 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
14.	Easement for Access and Maintenance 2 wide (E31)	43/270488	2-7 incl
15.	Easement for Footings & Support 0.5 wide (E6)	34	1

Part 2 (Terms)

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

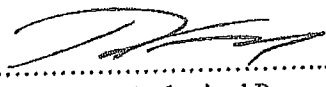
The owner of the lot burdened must not erect or allow to be erected, a building on the lot burdened unless the footings of the building are designed by a suitably qualified civil or structural engineer.

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

The owner of the lot burdened must not erect or allow to be erected a dwelling on the lot burdened unless the construction of the dwelling complies with:-

- (a) the conditions of Notice of Determination of Development Application No.11/0897 (Development Application) relating to construction of the dwelling; and
- (b) Waterside Estate Pre-Approved Dwelling Designs which forms part of Notice of Determination of Development Application No.11/0897 as amended by any Section 96 modification.

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Authorised Person
Penrith City Council

Ref: B14608-8C_01
Waterside - Stage 8A



Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488
covered by Subdivision Certificate No.

Full name and address
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Level 25, 133 Castlereagh Street
SYDNEY NSW 2000

ePlan (DOC.1)

(Sheet 4 of 13 Sheets)

Part 2 (Terms)

3. Terms of Easement to Drain Water 2 wide (E1) thirdly referred to in the abovementioned plan

An easement to drain water in the terms of Part 3 Schedule 8 of the Conveyancing Act, 1919 (as amended) is created.

4. Terms of Easement to Drain Water 2 wide (E2) fourthly referred to in the abovementioned plan

An easement to drain water in the terms of Part 3 Schedule 8 of the Conveyancing Act, 1919 (as amended) is created.

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

5.1 The owner of the lot benefited may:

- (a) use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance of any structure on the lot benefited which cannot otherwise reasonably be carried out;
- (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
- (c) do anything reasonably necessary for those purposes, including:
 - entering the lot burdened;
 - taking anything on to the lot burdened; and
 - carrying out works within the site of this easement.

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

- (a) ensure all work is done properly;

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Ref: B14608-8C_01
Waterside - Stage 8A



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Penrith City Council

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Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488
covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

Stockland Development Pty Ltd
ABN 71 000 064 835
Level 25, 133 Castlereagh Street
SYDNEY NSW 2000

ePlan (DOC.1)

(Sheet 5 of 13 Sheets)

Part 2 (Terms)

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

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

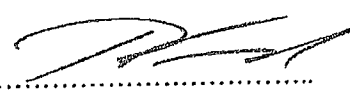
6. Terms of Restriction on the Use of Land (R4) sixthly referred to in the abovementioned plan

The owner of the lot burdened must not erect or allow to be erected a dwelling on the lot burdened unless the construction of the dwellings on Lots 2-7 inclusive have reached lockup stage as required under conditions of Notice of Determination of Development Application No.11/0897 as amended by any Section 96 modification.

7. Terms of Restriction on the Use of Land (R10) seventhly referred to in the abovementioned plan

No dwellings on the lots hereby burdened will be permitted to be occupied and used as a private residence until dwellings have been constructed and reached lock up on Lots 2-7 inclusive in accordance with Notice of Determination of Development Application DA 11/0897 as amended by any section 96 modification.

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Authorised Person
Penrith City Council

Ref: B14608-8C_01
Waterside - Stage 8A

PC

Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488
covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

Stockland Development Pty Ltd
ABN 71 000 064 835
Level 25, 133 Castlereagh Street
SYDNEY NSW 2000

ePlan (DOC.1)

(Sheet 6 of 13 Sheets)

Part 2 (Terms)

8. Terms of Restriction on the Use of Land (R5) eighthly referred to in the abovementioned plan

8.1 In this Restriction on use "Acoustic Report" means the Day Design Pty Limited acoustic report titled 'Waterside Residential Development, Penrith: Proposed Industrial & Traffic Noise Control, Waterside Residential Stage 8' dated 7 November 2011 (Report No. 2088-24U REV A, a copy of which is available at Penrith Council with Development Consent No. DA11/0897).

8.2 Subject to clause 8.3, the owner of the lot burdened must not remove or damage the side and rear boundary acoustic fencing situated within the easement site designated (E4) on the abovementioned plan.

8.3 Any replacement boundary acoustic fencing must comply with the Acoustic Report.

9. Terms of Restriction on the Use of Land (R3) ninthly referred to in the abovementioned plan

No single storey dwellings will be permitted to be constructed nor to remain on the lots burdened.

10. Terms of Easement for acoustic fence 0.5 wide (E4) tenthly referred to in the abovementioned plan

10.1 In this easement,:

- (a) "acoustic fence" means the bagged and painted brick with painted timber infill acoustic fence located within the easement site;
- (b) "Acoustic Report" means the Day Design Pty Limited acoustic report titled 'Waterside Residential Development, Penrith: Proposed Industrial & Traffic Noise Control, Waterside Residential Stage 8' dated 7 November 2011 (Report No. 2088-24U REV A, a copy of which is available at Penrith Council with Development Consent No. DA11/0897);

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Ref: B14608-8C_01
Waterside - Stage 8A

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Authorised Person
Penrith City Council

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Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488
covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

Stockland Development Pty Ltd
ABN 71 000 064 835
Level 25, 133 Castlereagh Street
SYDNEY NSW 2000

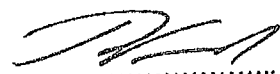
ePlan (DOC.1)

(Sheet 7 of 13 Sheets)

Part 2 (Terms)

- (c) "easement site" means that area of the lot burdened shown on the plan as being affected by the "easement for acoustic fence (E4)".
- 10.2 The owner of the lot burdened grants to the owner of the lot benefited and persons authorised by it the right to maintain and use the acoustic fence located within the easement site for the purpose of providing acoustic attenuation to the lot benefited, together with the right to enter onto the easement site at all reasonable times for that purpose.
- 10.3 Subject to clause 10.6, the owner of the lot benefited:
- (a) must maintain, repair and replace the acoustic fence;
 - (b) must remove any graffiti from the acoustic fence (as soon as reasonably practicable after the owner of the lot benefited becomes aware of the graffiti) and maintain the integrity of the proprietary anti-graffiti treatment of the acoustic fence; and
 - (c) may do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened; and
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out such work as is required to repair or maintain the acoustic fence, including removing graffiti on the acoustic fence.
- 10.4 In exercising powers under clause 10.1, the owner of the lot benefited:
- (a) must ensure that all work is done properly; and
 - (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
 - (c) restore the lot burdened as nearly as is practicable to its former condition; and
 - (d) make good any collateral damage.

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Authorised Person
Penrith City Council

Ref: B14608-8C_01
Waterside - Stage 8A



Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488
covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

Stockland Development Pty Ltd
ABN 71 000 064 835
Level 25, 133 Castlereagh Street
SYDNEY NSW 2000

ePlan (DOC.1)


(Sheet 8 of 13 Sheets)

Part 2 (Terms)

- 10.5 Except where urgent work is required, the owner of the lot benefited must:
- (a) give the owner of the lot burdened reasonable notice of intention to enter the lot burdened; and
 - (b) only enter the lot burdened during times reasonably agreed with the owner of the lot burdened.
- 10.6 Any replacement acoustic fence must comply with the Acoustic Report.
- 11. Terms of Restriction on Use of Land (R6) eleventhly referred to in the abovementioned plan**
- 11.1 In this Restriction on use:
- (a) "Acoustic Report" means the Day Design Pty Limited acoustic report titled *'Waterside Residential Development, Penrith: Proposed Industrial & Traffic Noise Control, Waterside Residential Stage 8'* dated 7 November 2011 (Report No. 2088-24U REV A, a copy of which is available at Penrith Council with Development Consent No. DA11/0897);
 - (b) "Acoustic Schedule" means the *"Stage 8 Façade Acoustics Schedule - Version 4.0"* that forms part of the Acoustic Report.
- 11.2 The owner of the lot burdened must not carry out any development on the lot burdened unless the development complies with the Acoustic Report and Acoustic Schedule.
- 12. Terms of Positive Covenant twelfthly referred to in the abovementioned plan**
- 12.1 In this covenant:
- (a) "Acoustic Report" means the Day Design Pty Limited acoustic report titled *'Waterside Residential Development, Penrith: Proposed Industrial &*

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Ref: B14608-8C_01
Waterside - Stage 8A


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Penrith City Council

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Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488
covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

Stockland Development Pty Ltd
ABN 71 000 064 835
Level 25, 133 Castlereagh Street
SYDNEY NSW 2000

ePlan (DOC.1)

(Sheet 9 of 13 Sheets)

Part 2 (Terms)

Traffic Noise Control, Waterside Residential Stage 8 dated 7 November 2011
(Report No. 2088-24U REV A, a copy of which is available at Penrith
Council with Development Consent No. DA11/0897);

(b) "Acoustic Schedule" means the "Stage 8 Façade Acoustics Schedule -
Version 4.0" that forms part of the Acoustic Report.

12.2 The owner of the lot burdened must ensure development on the lot burdened:

- (a) achieves the noise criteria as set out in the Acoustic Report; and
- (b) complies with the mechanisms required to meet the criteria set out in the
Acoustic Schedule.

13. Terms of Restriction on the Use of Land (R7) thirteenthly referred to in the
abovementioned plan

13.1 In this Restriction on use:


(a) "Acoustic Report" means the Day Design Pty Limited acoustic report
titled *Waterside Residential Development, Penrith: Proposed Industrial &
Traffic Noise Control, Waterside Residential Stage 8* dated 7 November 2011
(Report No. 2088-24U REV A, a copy of which is available at Penrith
Council with Development Consent No. DA11/0897);

(b) "Waterside Design Guidelines Fencing Plan 2012" means the fencing
guidelines forming part of the Design Guideline referred to in the
Community Management Statement for the community scheme of which
this plan forms part.

13.2 Subject to clause 13.3, the owner of the lot burdened must not remove or
damage the side boundary acoustic fencing situated along the boundary
designated 'x'-y' on the abovementioned plan.

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Ref: B14608-8C_01
Waterside - Stage 8A



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Authorised Person
Penrith City Council



Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488
covered by Subdivision Certificate No.

Full name and address
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ABN 71 000 064 835
Level 25, 133 Castlereagh Street
SYDNEY NSW 2000

ePlan (DOC.1)

(Sheet 10 of 13 Sheets)

Part 2 (Terms)

- 13.3 Any replacement boundary acoustic fencing must comply with the Acoustic Report and *Waterside Design Guidelines Fencing Plan 2012*.
14. **Terms of Easement for Access and Maintenance 2 wide (E13) numbered 14 in the abovementioned plan**
- 14.1 The owner of the lot benefited may:
- (a) use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance of any structure on the lot benefited which cannot otherwise reasonably be carried out;
 - (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
 - (c) do anything reasonably necessary for those purposes, including:
 - entering the lot burdened;
 - taking anything on to the lot burdened; and
 - carrying out works within the site of this easement.
- 14.2 In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
 - (d) restore the lot burdened as nearly as practicable to its former condition; and
 - (e) make good any collateral damage.

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Ref: B14608-8C_01
Waterside - Stage 8A



Authorised Person
Penrith City Council



Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488
covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

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SYDNEY NSW 2000

ePlan (DOC.1)

(Sheet 11 of 13 Sheets)

Part 2 (Terms)

15. Terms of Easement for Footings and Support 0.5 wide (E6) numbered 15 in the
abovementioned plan

15.1 In this Easement, the following terms means:

- (a) Footings means the footings of the Wall.
- (b) Wall means the wall located on the Lot Benefited.

15.2 The owner of the lot benefited:

- (a) may insist that the Footings that are located within the Easement Site on the Lot Burdened remain;
- (b) must keep the Footings in good repair and safe condition; and
- (c) may do anything reasonably necessary for that purpose including:
 - entering the Lot Burdened;
 - taking anything onto the Lot Burdened; and
 - carrying out work.

15.3 The owner of the lot burdened grants to the owner of the lot benefited a right of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the Wall.

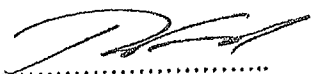
15.4 The owner of the lot burdened must:

- (a) not do anything which will detract from the support of the Wall; and
- (b) allow the owner of the lot benefited to enter the Lot Burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to maintain the Wall and ensure the support of the Wall and the Lot Benefited is maintained.

15.5 The owner of the lot benefited:

- (a) must keep the Wall in good repair and safe condition; and

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Authorised Person
Penrith City Council

Ref: B14608-8C_01
Waterside - Stage 8A



Plan: **DP286395**

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covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

Stockland Development Pty Ltd
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Level 25, 133 Castlereagh Street
SYDNEY NSW 2000

ePlan (DOC.1)
(Sheet 12 of 13 Sheets)

Part 2 (Terms)

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

- entering the Lot Burdened;
- taking anything onto the Lot Burdened; and
- carrying out work.

15.6 The owner of the lot benefited, in exercising its rights under this Easement 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) restore the Lot Burdened as nearly as practicable to its former condition; and
- (d) make good any collateral damage.

15.7 Except when urgent work is required, the owner of the lot benefited must:


- (a) give the owner of the lot burdened reasonable notice of intention to enter the Lot Burdened; and
- (b) only enter the Lot Burdened during times reasonably agreed with the owner of the lot burdened.

Name of authority whose consent is required to release, vary or modify restrictions and easement firstly, secondly, sixthly, seventhly, eighthly, ninthly, tenthly, eleventhly, twelfthly, and thirteenthly, referred to in the abovementioned plan

Penrith City Council.

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Ref: B14608-8C_01
Waterside - Stage 8A


.....
Authorised Person
Penrith City Council

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Plan: **DP286395**

Plan of Subdivision of Lot 44 DP270488
covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

Stockland Development Pty Ltd
ABN 71 000 064 835
Level 25, 133 Castlereagh Street
SYDNEY NSW 2000

ePlan (DOC.1)

(Sheet 13 of 13 Sheets)

Executed for and on behalf of Stockland
Development Pty Ltd ACN 000 064 835 by its
duly authorised attorney under Power of Attorney
registered in Book **4566** No. **484**
who declares that he has no notice of the revocation
of the said Power of Attorney in the presence of:

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



.....
Signature of Witness

ALYN RICHARDS

.....
Name of Witness

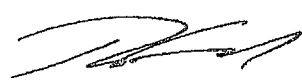
133 CASTLEREAGH ST

SYDNEY NSW 2000

.....
Address of Witness

5860234/7

Ref: B14608-8C_01
Waterside - Stage 8A


.....
Authorised Person
Penrith City Council

REGISTERED



4.6.2012

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COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989

NEIGHBOURHOOD MANAGEMENT STATEMENT

Lot 44 DP 270488

Waterside

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED



4.6.2012

WARNING

The terms of this Neighbourhood Statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Neighbourhood Lot within the Neighbourhood Scheme.

This statement should be read in conjunction with the Community Management Statement of Community Association DP No. 270488 which is binding upon the Neighbourhood Scheme as a subsidiary body of the Community Scheme.

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PART 1 - BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the control and preservation of the essence or theme of the Neighbourhood Scheme and may only be amended or revoked by a unanimous resolution of the Neighbourhood Association (see section 17(2) of the Management Act 1989).

By-Law 1 Landscaping & Building Guidelines for the Scheme

The architectural and landscape standards together with the consent procedure are set out in the Community Management Statement.

PART 2 - RESTRICTED NEIGHBOURHOOD PROPERTY

These by-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-law to use the restricted Neighbourhood Property (see Section 54 Community Land Management Act 1989).

By-Law 2 No Restricted Property

No part of any Neighbourhood Property is subject to a restriction pursuant to Section 54 of the Community Land Management Act.

PART 3 - MANDATORY MATTERS

These are matters which must be addressed in every Neighbourhood Management Statement (provided they are not included in a related Community Management Statement or Precinct Management Statement).

By-Law 3 Open Access Ways or Private Access Ways

No part of the Neighbourhood Property is designated as open accessway or private accessway.

By-Law 4 Permitted Uses of and Special Facilities on the Neighbourhood Property

By-Law 4.1 Management of Neighbourhood Property

The Neighbourhood Association is responsible for control, management, insurance, operation, maintenance and repair of the Neighbourhood Property.

By-Law 4.2 Cleaning

The Neighbourhood Association must ensure the Neighbourhood Property is regularly cleared and free of rubbish, waste and debris.

By-Law 4.3 Maintenance of Neighbourhood Property

- (a) The Neighbourhood Association must regularly inspect, maintain and repair the Neighbourhood Property.

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- (b) Maintenance, repair, renewal and replacement works must be carried out by licensed or suitably qualified persons.

By-Law 4.4 No Interference with Neighbourhood Property

An owner or occupier must not (except with the prior written approval of the Neighbourhood Association) do any of the following:

- (a) leave anything on Neighbourhood Property;
- (b) obstruct the use of Neighbourhood Property;
- (c) use any part of Neighbourhood Property for the owners or occupiers own purpose;
- (d) erect on Neighbourhood Property any items;
- (e) attach to Neighbourhood Property any items; or
- (f) alter Neighbourhood Property.

By-Law 4.5 Use of Neighbourhood Property

An owner or occupier must and must ensure their invitees:

- (a) only use or enjoy the Neighbourhood Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Neighbourhood Property or another owner or occupier; and
- (b) use anything on Neighbourhood Property only for the purpose for which it was constructed or provided.

By-Law 4.6 Damage to Neighbourhood Property

- (a) An owner or occupier must not damage Neighbourhood Property, or do or permit anything which might damage Neighbourhood Property or allow any invitee of the owner or occupier to damage or do anything which might damage Neighbourhood Property.
- (b) If an owner or occupier fails to comply with the obligations in paragraph (a) of this by-law the Neighbourhood Association may rectify the damage and recover all costs from the owner or occupier.
- (c) An owner or occupier must give notice to the Neighbourhood Association of any damage to or defect in the Neighbourhood Property immediately after an owner or occupier becomes aware of such damage or defect.

By-Law 4.7 Special Facilities

The Neighbourhood Property does not include any special facilities.

By-Law 5 Internal Fencing

By-Law 5.1 Application of Dividing Fences Act 1991

Subject to Section 117 of the Community Land Management Act 1989, the provisions of the Dividing Fences Act 1991 shall have effect in relation to dividing fences between:

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- (a) one Lot and another Lot; and
- (b) a Lot and Neighbourhood Property;

By-Law 6 Garbage

By-Law 6 of the Community Management Statement covers the storage and collection of garbage.

By-Law 7 Services

By-Law 7.1 Service Providers

The provision of water, gas, electricity, telecommunications and other services and the discharge of sewerage and other fluid waste is the responsibility of the relevant statutory authority or service provider.

By-Law 7.2 Statutory Easements

There are no statutory easements over services being provided within this Neighbourhood Scheme.

By-Law 8 Insurance

By-Law 8.1 Compulsory Insurance

The Neighbourhood Association must effect all insurances which it is required to effect from time to time under each of the Community Land Development Act 1989 and Community Land Management Act 1989 or any other Act in accordance with the relevant Act.

By-Law 8.2 Optional Insurances

The Neighbourhood Association may effect insurances other than the insurances referred to in By-Law 8.1 which it considers necessary in the interests of the Neighbourhood Association, proprietors or occupiers.

By-Law 8.3 Insurance in respect of Lots

Each proprietor or occupier shall be responsible for insuring against all and any risks of being the proprietor of a Lot including without limitation the risk of damage or destruction to any improvements constructed on a Lot.

By-Law 9 Executive Committee

By-Law 9.1 The Executive Committee

The executive committee of the Neighbourhood Association and the chairperson, secretary and treasurer of the executive committee are those persons elected or appointed in accordance with Division 2 of Part 2 of the Community Land Management Act 1989.

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By-Law 9.2 Notice of Executive Committee Meetings

- (a) The secretary or the member of the executive committee who convenes a meeting of the executive committee must give:
- (i) each member of the executive committee; and
 - (ii) each member of the Neighbourhood Association,
- at least 72 hours notice of the meeting. The notice must include:
- (iii) the time, date and venue of the meeting; and
 - (iv) the agenda for the meeting.
- (b) Notices under this by-law may be given:
- (i) by email or similar electronic communication device that transmits information in a form from which written material is capable of being reproduced;
 - (ii) by facsimile;
 - (iii) personally to the member of the executive committee or the member of the Neighbourhood Association; or
 - (iv) by post or hand delivery to the address shown for the member of the executive meeting or member of the Neighbourhood Association in the role of the Neighbourhood Association.
- (c) The agenda for the meeting of the executive committee must include details of all business the executive committee will deal with at the meeting. The executive committee cannot deal with business which is not on the agenda for the meeting.

By-Law 9.3 Proprietors at Executive Committee Meeting

A proprietor or a nominee for the proprietor is entitled to attend a meeting of the executive committee but may not address the meeting unless authorised by resolution of the executive committee and is not entitled to vote at the meeting.

By-Law 9.4 Voting in writing

Where:

- (a) by-law 9.2 has been complied with in relation to a meeting;
- (b) each member of the executive committee has been served with a copy of any motion for a proposed resolution to be submitted at that meeting; and
- (c) the proposed resolution has been approved in writing by a majority of the executive committee,

then the resolution is (except if notice has been given under Section 38(3) of the Community Land Management Act, 1989) as valid as if it had been duly passed at a duly convened meeting of the executive committee, even though the meeting was not held.

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By-Law 9.5 Minutes to be kept

- (a) The secretary of the executive committee must within 14 days after each meeting cause a copy of the minutes of the meeting prepared in accordance with Section 38(7) of the, Community Land Management Act 1989 to be given to the members of the executive committee and the Neighbourhood Association.
- (b) Minutes of the meetings of the executive committee and all resolutions passed must be placed with the minutes of the general meetings of the Neighbourhood Association.

By-Law 9.6 Conduct, Place and Frequency of Meetings

The executive committee will:

- (a) conduct its meetings in such manner as the executive committee thinks fit;
- (b) hold its meetings as often as is necessary having regard to the interest of proprietors or occupiers and its obligations and functions under this Management Statement or any law; and
- (c) hold its meetings at such place as it considers appropriate and may hold its meetings by correspondence under by-law 9.4.

By-Law 9.7 Powers and Duties of Secretary

The powers and duties of the secretary of the Neighbourhood Association are:

- (a) preparing and displaying or distributing minutes of meetings and resolutions of the Neighbourhood Association and the executive committee;
- (b) giving on behalf of the Neighbourhood Association and the executive committee, notices required to be given under the Community Land Management Act 1989;
- (c) maintaining the Neighbourhood Association roll in accordance with Schedule 3 of the Community Land Management Act, 1989;
- (d) making available for inspection, on behalf of the Neighbourhood Association, the documents and records set out in Clause 1 of Schedule 4 of the Community Land Management Act, 1989;
- (e) supplying on behalf of the Neighbourhood Association, certificates in accordance with Schedule 4 of the Community Land Management Act;
- (f) answering communications addressed to the Neighbourhood Association or the executive committee;
- (g) convening meetings of the executive committee and the Neighbourhood Association (other than the first annual general meeting); and
- (h) performing and exercising matters of an administrative or secretarial nature which are associated with the functions and duties of the Neighbourhood Association or the executive committee.

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By-Law 9.8 Powers and Duties of Treasurer

The powers and duties of the treasurer of the Neighbourhood Association include:

- (a) notifying proprietors of Lots of contributions levied pursuant to the Community Land Management Act, 1989 or this Management Statement and collecting all contributions;
- (b) receiving, acknowledging, banking and accounting for all money paid to the Neighbourhood Association;
- (c) keeping the prescribed accounting records referred to in Clause 10 of Schedule I of the Community Land Management Act, 1989; and
- (d) preparing the prescribed financial statements referred to in Clause 11 of Schedule I of the Community Land Management Act 1989.

By-Law 9.9 Protection of Executive Committee from Liability

The executive committee and its members shall not be liable for any loss or damage which arises as a result of any act done by the executive committee or the proprietor or occupier in its, his or her respective capacity as the executive committee or member of the executive committee except fraud on the part of the executive committee or that member.

By-Law 9.10 Expenses of Executive Committee Members

Members of the executive committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of their functions.

PART 4 - OPTIONAL MATTERS

By-Law 10 Neighbourhood Rules

By-Law 10.1 Neighbourhood Association may make Rules

The Neighbourhood Association may and from time to time make, amend, cancel, add to or suspend rules ("Rules") which are not inconsistent with the by-laws contained in this Management Statement or any function or obligation imposed on the Neighbourhood Association under any Act. If there is any inconsistency between the by-laws contained in this Management Statement and any of the Rules, the by-laws contained in this Management Statement prevail.

By-Law 10.2 Copy of Rules

The Neighbourhood Association must maintain and make available on request a copy of the current Rules.

The Neighbourhood Association must upon making, amending, cancelling or suspending any rule contained in or to be added to the Rules distribute a copy of the additional or altered rule to each proprietor or occupier.

By-Law 10.3 Proprietors or Occupiers to Observe

Each proprietor or occupier must at all times observe and comply with the Rules made in accordance with this by-law 10 and may not do, permit or suffer to be done anything contrary to

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the Rules. A failure by a proprietor or occupier to observe and comply with any rule contained in the Rules constitutes a breach by that proprietor or occupier of this by-law 10.

By-Law 11 Enforcement of By-laws and Rules

By-Law 11.1 Invitees

A proprietor or occupier must ensure that this Management Statement and the Rules are continuously observed and complied with by all of that proprietor's or occupier's invitees and any persons claiming through or under that proprietor or occupier. A failure by any such invitee or other person claiming through or under a proprietor or occupier to observe and comply with this Management Statement or the Rules constitutes a breach of this by-law 11 by the proprietor or occupier.

By-Law 11.2 Neighbourhood Association to Give Notice

In the event of a breach by a proprietor or occupier of a by-law contained in this Management Statement or of any rule contained in the Rules, the Neighbourhood Association must (except in the case of a breach requiring the Neighbourhood Association to act immediately to prevent damage to property or injury to person) serve a notice upon the proprietor or occupier specifying:

- (a) the by-laws or rules which the proprietor or occupier has breached; and
- (b) the works to be carried out or the matters to be attended to by the proprietor or occupier and the time within which such works must be carried out or matters attended to;
- (c) if the breach has resulted in damage to any part of the Neighbourhood Property the damage to be repaired by the proprietor or occupier and the period of time within which such repairs shall be completed; and
- (d) where the Neighbourhood Association has attended to the rectification or repair, the costs and expenses payable by the proprietor or occupier.

By-Law 11.3 Failure to comply with Notice

Where the proprietor or occupier fails to comply with the notice served upon the proprietor or occupier by the Neighbourhood Association under by-law 11.2, then the Neighbourhood Association may where appropriate:

- (a) apply to the Consumer Trader and Tenancy Tribunal for an order (or interim order as the case may be) directing the proprietor or occupier to observe the by-law or rule in respect of which the proprietor or occupier is in breach; and
- (b) carry out the works or repairs or attend to the matters or pay the costs and expenses specified in the notice which should have been attended to by the proprietor or occupier.

By-Law 11.4 Power of Entry of Neighbourhood Association

In addition to the powers conferred by Section 60 of the Community Land Management Act 1989 the Neighbourhood Association also has the power to enter any part of a Lot for the purpose of performing any of the functions conferred or imposed upon the Neighbourhood Association by any Act, this Management Statement or the Rules.

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By-Law 11.5 Reimbursement of Costs, Charges and Expenses

A proprietor or occupier must pay or reimburse the Neighbourhood Association on demand for all costs and expenses incurred by the Neighbourhood Association in connection with the contemplated or actual enforcement, or preservation of any rights under this Management Statement or the Rules in relation to the proprietor including all expenses incurred in retaining any independent consultant or other person to evaluate any matter and legal costs and disbursements.

By-Law 11.6 Neighbourhood Association not to be Liable

The Neighbourhood Association shall not be liable for any loss or damage howsoever caused or arising from the non-enforcement of any by-law contained in this Management Statement or of any of the rules and regulations contained in the Rules.

By-Law 11.7 Proprietor or Occupier to Comply at Own Expense

A proprietor or occupier must comply with their obligations under this Management Statement and the Rules at the proprietor or occupier's own cost except where the Management Statement or Rules provide to the contrary.

By-Law 12 Behaviour

By-Law 12.1 Appearance

The proprietor or occupier must not hang any towel, clothing, or other article on the outside of a building on a Lot or on any other part of the Lot so that it may be seen from the Neighbourhood Property or a public road.

By-Law 12.2 Noise Control and Behaviour

The proprietor or occupier must not create any noise or behave in a manner which interferes or may interfere with the peaceful use and enjoyment of the proprietor or occupier of another Lot or any person lawfully using Neighbourhood Property, nor shall they allow any invitee to create any noise or behave in a manner which interferes or may interfere with the peaceful use and enjoyment of the Neighbourhood Property by any proprietor or occupier.

By-Law 12.3 Parking and Motor Vehicles

Each proprietor or occupier must ensure that:

- (a) no Vehicle owned by an Owner or Occupier of a Lot is parked on the verge of a Lot being the area between the boundary of a Lot and the kerb of an adjacent road, accessway or walkway;
- (b) no truck or other Vehicle exceeding 2.5 tonnes is parked on their Lot;
- (c) no truck or other Vehicle exceeding 2.5 tonnes owned by a proprietor or occupier is parked within the Neighbourhood Parcel or Community Parcel;
- (d) no commercial vehicle is regularly loaded or unloaded within their Lot; and
- (e) no mechanical repairs, oil changes spray painting or other vehicular works are undertaken on any motor vehicle within the Lot except a car owned by a proprietor or occupier of the Lot and provided those works are undertaken within the garage of that lot.

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By-Law 12.4 Permitted Animals

Each proprietor or occupier must comply with the restrictions set out in By-Law 12 of the Community Management Statement.

By-Law 12.5 Animal Behaviour

A proprietor or occupier that owns an animal permitted under the Community Management Statement must ensure that:

- (a) cats wear collar with a bell at all times;
- (b) dogs are kept in a dog-proof area behind the main building on a Lot;
- (c) all animals must be on a leash, caged or otherwise contained when on Community Property and Neighbourhood Property;
- (d) any excrement or refuse deposited by their animal on Community Property and Neighbourhood Property or another Lot is immediately cleaned up; and
- (e) any damage caused by their animal is promptly rectified.

By-Law 12.6 Compliance with Requirements of Authorities

A proprietor or occupier must comply on time with all requirements and orders of authorities and all laws in connection with the Lot and use or occupation of the Lot.

By-Law 12.7 Communications with Neighbourhood Association

Complaints, notices or applications to or requests for consideration of matters by the Neighbourhood Association must be in writing and forwarded to the managing agent of the Neighbourhood Association or the Secretary if no managing agent is appointed.

By-Law 12.8 Communications from Neighbourhood Association

An approval, notice or authorisation by the Neighbourhood Association must be in writing.

By-Law 13 Rights to enter Contracts

By-Law 13.1 Negotiation and Administration of Service Contracts

To allow the Neighbourhood Association to more effectually perform the functions conferred and obligations imposed on it by any Act or by this Management Statement the Neighbourhood Association may enter into any contracts for the provision of any service or services to be performed by any third party which contracts shall be on such terms and conditions as the Neighbourhood Association reasonably determines and the consideration payable under such contracts shall be paid out of contributions to either of the Administrative or Sinking Funds levied on proprietors or occupiers.

By-Law 13.2 Managing Agent

The Original Proprietor may appoint a licensed managing agent for a period of two (2) years pursuant to Section 50 of the Community Land Management Act 1989.

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A written agreement must be prepared with the licensed managing agent which contains the following provisions:

the agent's remuneration;
the conditions of the appointment; and
the functions delegated to the agent.

By-Law 13.3 Employees and Consultants

The Neighbourhood Association may employ such staff advisers, consultants, agents or lawyers as it may require, whether on a permanent, part time or casual basis, to assist with its management control and maintenance of the Neighbourhood Property, and the performance of the functions conferred and obligations imposed on the Neighbourhood Association by any Act or this Management Statement.

By-Law 13.4 Agreement between Neighbourhood Association and a Proprietor or Occupier

A Neighbourhood Association may only enter into an agreement under Section 22 of the Community Land Management Act 1989 which has the effect of conferring a benefit on 1 or some but not all proprietors where the Neighbourhood Association charges such proprietor or proprietors a reasonable fee for receiving such benefit.

By-Law 13.5 Proprietor or Occupier Not to Instruct

Unless authorised by the Neighbourhood Association, a proprietor or occupier must not instruct or request that any contractor, employee, consultant, agent or lawyer appointed or employed by the Neighbourhood Association to do any act or thing. Any proprietor or occupier who gives any such instruction or makes any such request without the authority of the Neighbourhood Association is liable for all costs or expenses incurred by the Neighbourhood Association as a consequence of the instruction or request.

By-Law 14 Interest

- (a) If any monies payable by a proprietor or occupier to the Neighbourhood Association (other than a contribution to the administration fund or sinking fund levied by the Neighbourhood Association under the Community Land Management Act 1989) are not paid on their due dates for payment as specified in any notice given by the Neighbourhood Association to that member or as otherwise specified, that proprietor or occupier shall pay simple interest on the total amount which remains unpaid from the day after the date upon which the monies became due and payable up to and including the date of actual payment at the rate of 10% per annum.
- (b) If a contribution payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20A(1) of the Management Act.
- (c) In addition to the amounts recoverable under section 20(13) of the Community Land Management Act 1989, the Neighbourhood Association shall be entitled to recover all expenses incurred in recovering these amounts.
- (d) A certificate signed by the Neighbourhood Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Neighbourhood Association is prima facie evidence of:

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- (i) the amount; or
- (ii) any other fact stated in that certificate.

By-Law 15 Interpretation

Generally

In this Management Statement, subject to contrary intention, words and terms beginning with a capital letter not otherwise defined shall have the same meaning as is given to such words and terms by the Community Land Management Act 1989 or Community Land Development Act 1989.

The word "include" (in any form) when introducing one or more specific items does not limit the meaning of the general words to those items or items of a similar kind.

References to authorities, associations and bodies, whether statutory or otherwise, will in the event of any such organisation ceasing to exist, being re-constituted, renamed or replaced or the powers or functions of any such organisation being transferred to any other organisation, be deemed to refer respectively to the organisation established or constituted in lieu of any such organisation.

Definitions

The following words have the meaning set out below:

"Community Management Statement" means the community management statement registered with Community Plan 270488;

"Lot" means Neighbourhood Lot as defined in the Community Land Management Act 1989;

"Neighbourhood Association" the neighbourhood association created on registration of the Neighbourhood Plan;

"Neighbourhood Parcel" the land the subject of the Neighbourhood Scheme;

"Neighbourhood Plan" the neighbourhood plan registered with this Management Statement;

"Neighbourhood Property" lot 1 in the Neighbourhood Plan;

"Neighbourhood Scheme" the neighbourhood scheme constituted on registration of the Neighbourhood Plan;

"Service" includes:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating or oil; and
- (b) the provision of sewerage and drainage; and
- (c) transmission by telephone, radio or television;

"Vehicle" includes a vehicle, boat, trailer, caravan, car or any other towable item.

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PART 5 - BY-LAWS REQUIRED BY PUBLIC AUTHORITY

This part may specify by-laws made at the request of a public authority. These by-laws may provide that amendments may not be made without the consent of the public authority. For further details see Schedule 3 Clause 4 of the Community Land Development Act 1989.

By-Law 16 Neighbourhood Association obligations

The Neighbourhood Association must comply with the Community Management Statement, including the management and maintenance responsibilities contained within the Community Management Statement to reflect the responsibilities of land owners within the Community Scheme of Table 1 "Management Designation" of the Lakes Environs (Waterside Green) Development Control Plan.

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SIGNATURES, CONSENTS AND APPROVALS

DATED day of 2012

SIGNED by STOCKLAND DEVELOPMENT)
PTY LIMITED ACN 000 064 835)
by the party's attorney, pursuant to power of)
attorney Book 4566 No 484)
in the presence of:)


.....
Witness


.....
Attorney

GLYN RICHARDS
.....
Name of Witness (print)

.....
Witness

Robert Dennis Carr
.....
Name of Attorney (print)

.....
Attorney

.....
Name of Witness (print)

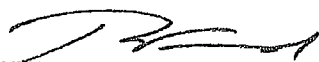
.....
Name of Attorney (print)

Certificate of Approval


It is certified that :

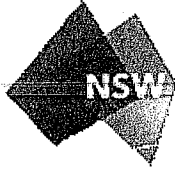
- (a) that the consent authority has approved of the development described in Development Application No DA 11/0897 dated 15 December 2011; and
- (b) that the terms and conditions of this management statement are not inconsistent with the development as approved.

Dated: 4/5/12


.....
Signature on behalf of consent authority

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED  4.6.2012



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/286395

SEARCH DATE	TIME	EDITION NO	DATE
3/3/2021	6:15 PM	2	26/4/2013

LAND

THE NEIGHBOURHOOD PROPERTY WITHIN LOT 1 IN NEIGHBOURHOOD PLAN
 DP286395
 AT CRANEBROOK
 LOCAL GOVERNMENT AREA PENRITH
 PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP286395

FIRST SCHEDULE

NEIGHBOURHOOD ASSOCIATION DP286395
 ADDRESS FOR SERVICE OF DOCUMENTS:
 C/- LEN ROBINSON STRATA & COMMUNITY MANAGEMENT P/L
 P O BOX KL 925 KINGS LANGLEY 2147

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 3 THIS NEIGHBOURHOOD SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270488
- 4 DP270488 EASEMENT FOR SEWERAGE PURPOSES 4 METRE(S) WIDE (E5) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 5 DP286395 EASEMENT FOR ACOUSTIC FENCE 0.5 METRE(S) WIDE (E4) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 6 DP286395 EASEMENT FOR FOOTINGS & SUPPORT 0.5 METRE(S) WIDE (E6) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 7 AH685326 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900

NOTATIONS

AH457857 NOTE: REPLACEMENT SCHEDULE OF UNIT ENTITLEMENTS BY ORDER OF THE CTTT

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270488

SEARCH DATE	TIME	EDITION NO	DATE
3/3/2021	6:15 PM	22	20/8/2020

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270488
AT CRANEBROOK
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270488

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270488
ADDRESS FOR SERVICE OF DOCUMENTS:
"WATERSIDE" ROBINSON & DAVIES P/L
12 SYDNEY JOSEPH DRIVE
SEVEN HILLS 2147

SECOND SCHEDULE (62 NOTIFICATIONS)

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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- 21 DP270488 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE (E8) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC 1)
- 22 DP270488 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) ON THE S88B INSTRUMENT (DOC 1)
- 23 DP270488 EASEMENT FOR SEWERAGE PURPOSES 4 METRE(S) WIDE (E12) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.2)
- 24 DP270488 EASEMENT FOR UNDERGROUND CABLES 1.5 METRE(S) WIDE (E10) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.2)
- 25 DP270488 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE (E11) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.2)
- 26 DP270488 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S. 88B INSTRUMENT (DOC.2)
- 27 DP270488 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S. 88B INSTRUMENT (DOC.2)
- 28 DP270488 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE (E13) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270488 (DOC.3)
- 29 DP270488 RESTRICTION(S) ON THE USE OF LAND (R6) REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT (DOC.3)
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- 31 DP1145608 EASEMENT FOR PARKING 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1145608
- 32 DP286293 EASEMENT FOR ACCESS AND MAINTENANCE (E1) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 33 DP286293 RIGHT OF ACCESS 8 METRE(S) WIDE (E2) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP286293 (DOC.1)
- 34 DP286293 EASEMENT FOR PADMOUNT SUBSTATION 3.75 METRE(S) WIDE (E5) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP286293 (DOC.1)
- 35 DP286293 RESTRICTION(S) ON THE USE OF LAND (R3) REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT (DOC.1)
- 36 DP286293 RESTRICTION(S) ON THE USE OF LAND (R4) REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT (DOC.1)
- 37 DP286293 EASEMENT FOR SUPPORT (E6) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 38 DP270488 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 24 IN DP270488
- 39 DP270488 EASEMENT FOR UNDERGROUND CABLES 2 METRE(S) WIDE (E13) AFFECTING THE PART(S) SHOWN SO BURDENED IN

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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PAGE 4

SECOND SCHEDULE (62 NOTIFICATIONS) (CONTINUED)

- DP270488 (DOC.4)
- 40 DP286300 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (E6) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 41 DP286295 EASEMENT FOR SERVICES (E3) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 42 DP286300 EASEMENT FOR SUPPORT VARIABLE WIDTH (E5) APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
- 43 DP286300 EASEMENT FOR ACCESS AND MAINTENANCE VARIABLE WIDTH (E3) APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
- 44 DP286300 EASEMENT FOR ACCESS AND MAINTENANCE 1 METRE(S) WIDE (E2) APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
- 45 DP270488 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE (E41) AFFECTING THE PART SHOWN IN THE TITLE DIAGRAM (DOC.4)
- 46 DP1165796 EASEMENT TO DRAIN WATER 6 METRE(S) WIDE (E1) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1165796
- 47 DP1165796 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE (E2) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1165796
- 48 DP286316 EASEMENT FOR ACCESS AND MAINTENANCE 2 METRE(S) WIDE (E7) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP286316 (DOC.1)
- 49 DP270488 EASEMENT FOR ACOUSTIC WALL 0.5 METRE(S) WIDE (E21) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.6)
- 50 DP270488 EASEMENT FOR FOOTINGS & SUPPORT 4.1 METRE(S) WIDE AND VARIABLE (E23) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270488 (DOC.6)
- 51 DP270488 RESTRICTION(S) ON THE USE OF LAND 4.1 & VARIABLE WIDTH (R24) (DOC.6)
- 52 DP270488 EASEMENT FOR ACCESS AND MAINTENANCE 4.1 METRE(S) WIDE AND VARIABLE WIDTH (E28) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270488 (DOC.6)
- 53 DP270488 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.2 METRE(S) WIDE (E29) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270488 (DOC.6)
- 54 DP270488 EASEMENT FOR ACOUSTIC WALL 0.5 METRE(S) WIDE (E10) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.7)
- 55 DP286293 RIGHT OF ACCESS 8 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1).
- 56 DP286293 EASEMENT FOR SEWERAGE PURPOSES 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1).
- 57 AH717979 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 38

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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SECOND SCHEDULE (62 NOTIFICATIONS) (CONTINUED)

-
- IN DP270488
- 58 DP270488 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE
(E26) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM (DOC.6)
- 59 DP270488 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT (DOC.6) AFFECTING
THE PART FORMERLY IN 38/270488
- 60 DP270488 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT (DOC.6)
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- 61 DP270488 EASEMENT FOR ACOUSTIC WALL 0.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.9)
- 62 DP270488 EASEMENT FOR ACCESS AND MAINTENANCE 4.1 METRE(S)
WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.9)

NOTATIONS

-
- DP286003 NOTE: REGISTERED 10-6-2006. SUBDIVISION OF LOT 2 INTO LOTS
1-37 DP286003
- DP286008 NOTE: DP286008 REGISTERED 11.10.2006.SUBDIVISION OF LOT 3 IN
DP270448 INTO LOTS 1-47 IN DP286008
- DP286073 NOTE: DP286073.REGISTERED 31.7.2007 SUBDIVIDES LOT 4 INTO
LOTS 1- 32 IN DP286073
- DP270488 NOTE: DP270488 REGISTERED 27.8.2007.PLAN OF BOUNDARY
ADJUSTMENT OF LOT 1 AND LOT 12.SEE ADDITIONAL SHEETS 10-13 AND
REPLACEMENT SHEET 8A.
- DP286145 NOTE: REGISTERED 3.6.2009. SUBDIVIDES LOT 6 IN DP 270488
INTO LOTS 1-40 IN DP286145
- AF111978 NOTE: VALUE OF UNIT ENTITLEMENT FOR LOT 15 AMENDED- SEE
DOCUMENT 'B' OF THE ADMINISTRATION SHEET
- DP270488 NOTE: REGISTERED 25.11.2009. SUBDIVIDES LOT 15 INTO LOTS
16-21 IN DP270488
- DP286262 NOTE: REGISTERED 25.11.2009. SUBDIVIDES LOT 16 IN DP270488
INTO LOTS 1-9 IN DP286262
- DP270488 NOTE: REGISTERED 11.3.2010. SUBDIVIDES LOTS 17-21 INTO LOTS
22-26 IN DP270488
- DP286293 NOTE: REGISTERED 13.5.2010. SUBDIVIDES LOTS 22 & 26 IN
DP270488 INTO LOTS 1-53 IN DP286293
- DP270488 NOTE: REGISTERED 30.11.2010. SUBDIVIDES LOT 7 INTO LOTS
27-31 IN DP270488
- DP286294 NOTE: REGISTERED 13.12.2010. SUBDIVIDES LOT 25 INTO LOTS 1-7.
IN DP286294
- DP286295 NOTE: REGISTERED 8.6.2011. SUBDIVIDES LOT 23 IN DP270488
INTO LOTS 1-11 IN DP286295
- DP270488 NOTE: REGISTERED 27.6.2011. LOTS 29-31 NOW COMPRISED IN LOT
1 IN DP270488

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270488

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NOTATIONS (CONTINUED)

DP286316 NOTE: REGISTERED 20.9.2011. SUBDIVIDES LOT 13 IN DP270488 INTO LOTS 1-29 IN DP286316
 DP270488 NOTE: REGISTERED 19.10.2011. SUBDIVIDES LOT 14 INTO LOT 32 IN DP270488
 DP270488 NOTE: REGISTERED 9.1.2012. SUBDIVIDES LOTS 10-12 & 32 IN DP270488 INTO LOTS 33-38 IN DP270488
 DP286343 NOTE: REGISTERED 7.3.2012. SUBDIVIDES LOT 34 IN DP270488 INTO LOTS 1-121 IN DP286343
 DP270488 NOTE: REGISTERED 4.6.2012. SUBDIVIDES LOTS 8,9 & 35 INTO LOTS 39-49 IN DP270488
 DP286395 NOTE: REGISTERED 4.6.2012. SUBDIVIDES LOT 44 IN DP270488 INTO LOTS 1-34 IN DP286395
 SP86007 NOTE: REGISTERED 19.7.2012. SUBDIVIDES LOT 37 INTO LOTS 1-19 & COMMON PROPERTY IN SP86007
 SP86006 NOTE: REGISTERED 30.8.2012. SUBDIVIDES LOT 36 IN DP270488 INTO LOTS 1-27 AND COMMON PROPERTY IN SP86006
 DP286423 NOTE: REGISTERED 22.10.2012. SUBDIVIDES LOTS 42 & 49 IN DP280030 INTO LOTS 1-36 IN DP286423
 DP286430 NOTE: REGISTERED 7.2.2013. SUBDIVIDES LOT 47 IN DP270488 INTO LOTS 1-10 IN DP286430
 AH457857 NOTE: REPLACEMENT SCHEDULE OF UNIT ENTITLEMENTS BY ORDER OF THE CTTT
 DP270488 NOTE: REGISTERED 22.3.2013. SUBDIVIDES LOT 39 DP270488 INTO LOT 50 DP270488 NOW PUBLIC ROAD AND IS SEVERED FROM THE SCHEME
 SP86601 NOTE: REGISTERED 25.3.2013. SUBDIVIDES LOT 41 INTO LOTS 1-19 AND COMMON PROPERTY IN SP86601
 SP86759 NOTE: REGISTERED 26.3.2013. SUBDIVIDES LOT 40 INTO LOTS 1-20 AND COMMON PROPERTY IN SP86759
 DP270488 NOTE: REGISTERED 16.05.2013 CONVERSION OF LOT 38 DP270488 TO ASSOCIATION PROPERTY.
 DP286469 NOTE: REGISTERED 10.10.2013. SUBDIVIDES LOT 46 IN DP270488 INTO LOTS 1-29 IN DP286469
 DP270488 NOTE: REGISTERED 09.07.2014. SUBDIVIDES LOTS 33 INTO LOTS 51-53 IN DP270488
 DP270488 NOTE: REGISTERED 18.8.2015. SUBDIVIDES LOT 52 INTO LOTS 54-55 IN DP270488
 DP270488 NOTE: REGISTERED 15.9.2016. SUBDIVIDES LOT 43 INTO LOT 56 IN DP270488
 DP270488 NOTE: REGISTERED 13.12.2016. SUBDIVIDES LOTS 54-55 INTO LOTS 57-58 IN DP270488
 DP286568 NOTE: REGISTERED 19.7.2017. SUBDIVIDES LOT 57 IN DP270488 INTO LOTS 1-29 IN DP286568

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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**LAND
REGISTRY SERVICES** **Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270488

SEARCH DATE	TIME	EDITION NO	DATE
3/3/2021	6:15 PM	22	20/8/2020

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270488
 AT CRANEBROOK
 LOCAL GOVERNMENT AREA PENRITH
 PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP270488

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270488
 ADDRESS FOR SERVICE OF DOCUMENTS:
 "WATERSIDE" ROBINSON & DAVIES P/L
 12 SYDNEY JOSEPH DRIVE
 SEVEN HILLS 2147

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- 35 DP286293 RESTRICTION(S) ON THE USE OF LAND (R3) REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT (DOC.1)
- 36 DP286293 RESTRICTION(S) ON THE USE OF LAND (R4) REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT (DOC.1)
- 37 DP286293 EASEMENT FOR SUPPORT (E6) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 38 DP270488 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 24 IN DP270488
- 39 DP270488 EASEMENT FOR UNDERGROUND CABLES 2 METRE(S) WIDE (E13) AFFECTING THE PART(S) SHOWN SO BURDENED IN

END OF PAGE 3 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270488

PAGE 4

SECOND SCHEDULE (62 NOTIFICATIONS) (CONTINUED)

- DP270488 (DOC.4)
- 40 DP286300 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (E6) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 41 DP286295 EASEMENT FOR SERVICES (E3) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 42 DP286300 EASEMENT FOR SUPPORT VARIABLE WIDTH (E5) APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
- 43 DP286300 EASEMENT FOR ACCESS AND MAINTENANCE VARIABLE WIDTH (E3) APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
- 44 DP286300 EASEMENT FOR ACCESS AND MAINTENANCE 1 METRE(S) WIDE (E2) APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
- 45 DP270488 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE (E41) AFFECTING THE PART SHOWN IN THE TITLE DIAGRAM (DOC.4)
- 46 DP1165796 EASEMENT TO DRAIN WATER 6 METRE(S) WIDE (E1) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1165796
- 47 DP1165796 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE (E2) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1165796
- 48 DP286316 EASEMENT FOR ACCESS AND MAINTENANCE 2 METRE(S) WIDE (E7) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP286316 (DOC.1)
- 49 DP270488 EASEMENT FOR ACOUSTIC WALL 0.5 METRE(S) WIDE (E21) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.6)
- 50 DP270488 EASEMENT FOR FOOTINGS & SUPPORT 4.1 METRE(S) WIDE AND VARIABLE (E23) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270488 (DOC.6)
- 51 DP270488 RESTRICTION(S) ON THE USE OF LAND 4.1 & VARIABLE WIDTH (R24) (DOC.6)
- 52 DP270488 EASEMENT FOR ACCESS AND MAINTENANCE 4.1 METRE(S) WIDE AND VARIABLE WIDTH (E28) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270488 (DOC.6)
- 53 DP270488 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.2 METRE(S) WIDE (E29) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270488 (DOC.6)
- 54 DP270488 EASEMENT FOR ACOUSTIC WALL 0.5 METRE(S) WIDE (E10) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.7)
- 55 DP286293 RIGHT OF ACCESS 8 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1).
- 56 DP286293 EASEMENT FOR SEWERAGE PURPOSES 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1).
- 57 AH717979 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 38

END OF PAGE 4 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270488

PAGE 5

SECOND SCHEDULE (62 NOTIFICATIONS) (CONTINUED)

- IN DP270488
- 58 DP270488 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE (E26) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
- 59 DP270488 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT (DOC.6) AFFECTING THE PART FORMERLY IN 38/270488
- 60 DP270488 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT (DOC.6) AFFECTING THE PART FORMERLY IN 38/270488
- 61 DP270488 EASEMENT FOR ACOUSTIC WALL 0.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.9)
- 62 DP270488 EASEMENT FOR ACCESS AND MAINTENANCE 4.1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.9)

NOTATIONS

- DP286003 NOTE: REGISTERED 10-6-2006. SUBDIVISION OF LOT 2 INTO LOTS 1-37 DP286003
- DP286008 NOTE: DP286008 REGISTERED 11.10.2006.SUBDIVISION OF LOT 3 IN DP270448 INTO LOTS 1-47 IN DP286008
- DP286073 NOTE: DP286073.REGISTERED 31.7.2007 SUBDIVIDES LOT 4 INTO LOTS 1- 32 IN DP286073
- DP270488 NOTE: DP270488 REGISTERED 27.8.2007.PLAN OF BOUNDARY ADJUSTMENT OF LOT 1 AND LOT 12.SEE ADDITIONAL SHEETS 10-13 AND REPLACEMENT SHEET 8A.
- DP286145 NOTE: REGISTERED 3.6.2009. SUBDIVIDES LOT 6 IN DP 270488 INTO LOTS 1-40 IN DP286145
- AF111978 NOTE: VALUE OF UNIT ENTITLEMENT FOR LOT 15 AMENDED- SEE DOCUMENT 'B' OF THE ADMINISTRATION SHEET
- DP270488 NOTE: REGISTERED 25.11.2009. SUBDIVIDES LOT 15 INTO LOTS 16-21 IN DP270488
- DP286262 NOTE: REGISTERED 25.11.2009. SUBDIVIDES LOT 16 IN DP270488 INTO LOTS 1-9 IN DP286262
- DP270488 NOTE: REGISTERED 11.3.2010. SUBDIVIDES LOTS 17-21 INTO LOTS 22-26 IN DP270488
- DP286293 NOTE: REGISTERED 13.5.2010. SUBDIVIDES LOTS 22 & 26 IN DP270488 INTO LOTS 1-53 IN DP286293
- DP270488 NOTE: REGISTERED 30.11.2010. SUBDIVIDES LOT 7 INTO LOTS 27-31 IN DP270488
- DP286294 NOTE: REGISTERED 13.12.2010. SUBDIVIDES LOT 25 INTO LOTS 1-7 IN DP286294
- DP286295 NOTE: REGISTERED 8.6.2011. SUBDIVIDES LOT 23 IN DP270488 INTO LOTS 1-11 IN DP286295
- DP270488 NOTE: REGISTERED 27.6.2011. LOTS 29-31 NOW COMPRISED IN LOT 1 IN DP270488

END OF PAGE 5 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270488

PAGE 6

NOTATIONS (CONTINUED)

DP286316 NOTE: REGISTERED 20.9.2011. SUBDIVIDES LOT 13 IN DP270488 INTO LOTS 1-29 IN DP286316
DP270488 NOTE: REGISTERED 19.10.2011. SUBDIVIDES LOT 14 INTO LOT 32 IN DP270488
DP270488 NOTE: REGISTERED 9.1.2012. SUBDIVIDES LOTS 10-12 & 32 IN DP270488 INTO LOTS 33-38 IN DP270488
DP286343 NOTE: REGISTERED 7.3.2012. SUBDIVIDES LOT 34 IN DP270488 INTO LOTS 1-121 IN DP286343
DP270488 NOTE: REGISTERED 4.6.2012. SUBDIVIDES LOTS 8,9 & 35 INTO LOTS 39-49 IN DP270488
DP286395 NOTE: REGISTERED 4.6.2012. SUBDIVIDES LOT 44 IN DP270488 INTO LOTS 1-34 IN DP286395
SP86007 NOTE: REGISTERED 19.7.2012. SUBDIVIDES LOT 37 INTO LOTS 1-19 & COMMON PROPERTY IN SP86007
SP86006 NOTE: REGISTERED 30.8.2012. SUBDIVIDES LOT 36 IN DP270488 INTO LOTS 1-27 AND COMMON PROPERTY IN SP86006
DP286423 NOTE: REGISTERED 22.10.2012. SUBDIVIDES LOTS 42 & 49 IN DP280030 INTO LOTS 1-36 IN DP286423
DP286430 NOTE: REGISTERED 7.2.2013. SUBDIVIDES LOT 47 IN DP270488 INTO LOTS 1-10 IN DP286430
AH457857 NOTE: REPLACEMENT SCHEDULE OF UNIT ENTITLEMENTS BY ORDER OF THE CTTT
DP270488 NOTE: REGISTERED 22.3.2013. SUBDIVIDES LOT 39 DP270488 INTO LOT 50 DP270488 NOW PUBLIC ROAD AND IS SEVERED FROM THE SCHEME
SP86601 NOTE: REGISTERED 25.3.2013. SUBDIVIDES LOT 41 INTO LOTS 1-19 AND COMMON PROPERTY IN SP86601
SP86759 NOTE: REGISTERED 26.3.2013. SUBDIVIDES LOT 40 INTO LOTS 1-20 AND COMMON PROPERTY IN SP86759
DP270488 NOTE: REGISTERED 16.05.2013 CONVERSION OF LOT 38 DP270488 TO ASSOCIATION PROPERTY.
DP286469 NOTE: REGISTERED 10.10.2013. SUBDIVIDES LOT 46 IN DP270488 INTO LOTS 1-29 IN DP286469
DP270488 NOTE: REGISTERED 09.07.2014. SUBDIVIDES LOTS 33 INTO LOTS 51-53 IN DP270488
DP270488 NOTE: REGISTERED 18.8.2015. SUBDIVIDES LOT 52 INTO LOTS 54-55 IN DP270488
DP270488 NOTE: REGISTERED 15.9.2016. SUBDIVIDES LOT 43 INTO LOT 56 IN DP270488
DP270488 NOTE: REGISTERED 13.12.2016. SUBDIVIDES LOTS 54-55 INTO LOTS 57-58 IN DP270488
DP286568 NOTE: REGISTERED 19.7.2017. SUBDIVIDES LOT 57 IN DP270488 INTO LOTS 1-29 IN DP286568

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

1797

PRINTED ON 3/3/2021

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

NC1

AMENDMENT OF
MANAGEMENT STATEMENT



New South Wales
Section 39
Community Land Development Act 1988

AE389706G

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/270488

(B) LODGED BY

Document Collection Box 256L	Name, Address or DX, Telephone, and LLPN if any		CODE
	LLPN 123167 X CITY AGENTS DX 1293 SYDNEY		CZ
Reference: ROB 310		02 9232 2077	CS

(C) APPLICANT

Community Association	Deposited Plan No. 270488
-----------------------	---------------------------

(D)

The applicant certifies that by a unanimous resolution passed on 20 November 2008 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added
	By-Laws 4.9 & 4.10 as fully set out below

(F) TEXT OF ADDED BY-LAW

By-Laws 4.9 and 4.10 are added to the Community Management Statement as shown in Annexure "A".

(G) The common seal of the Community association deposited plan 270488 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

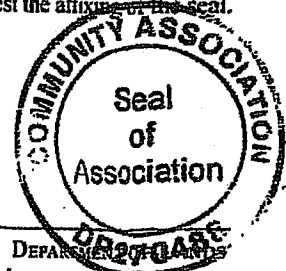
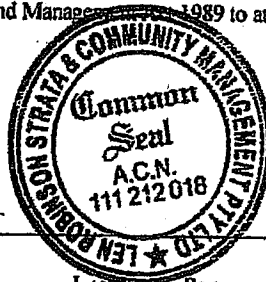
Jorge Gonzalez

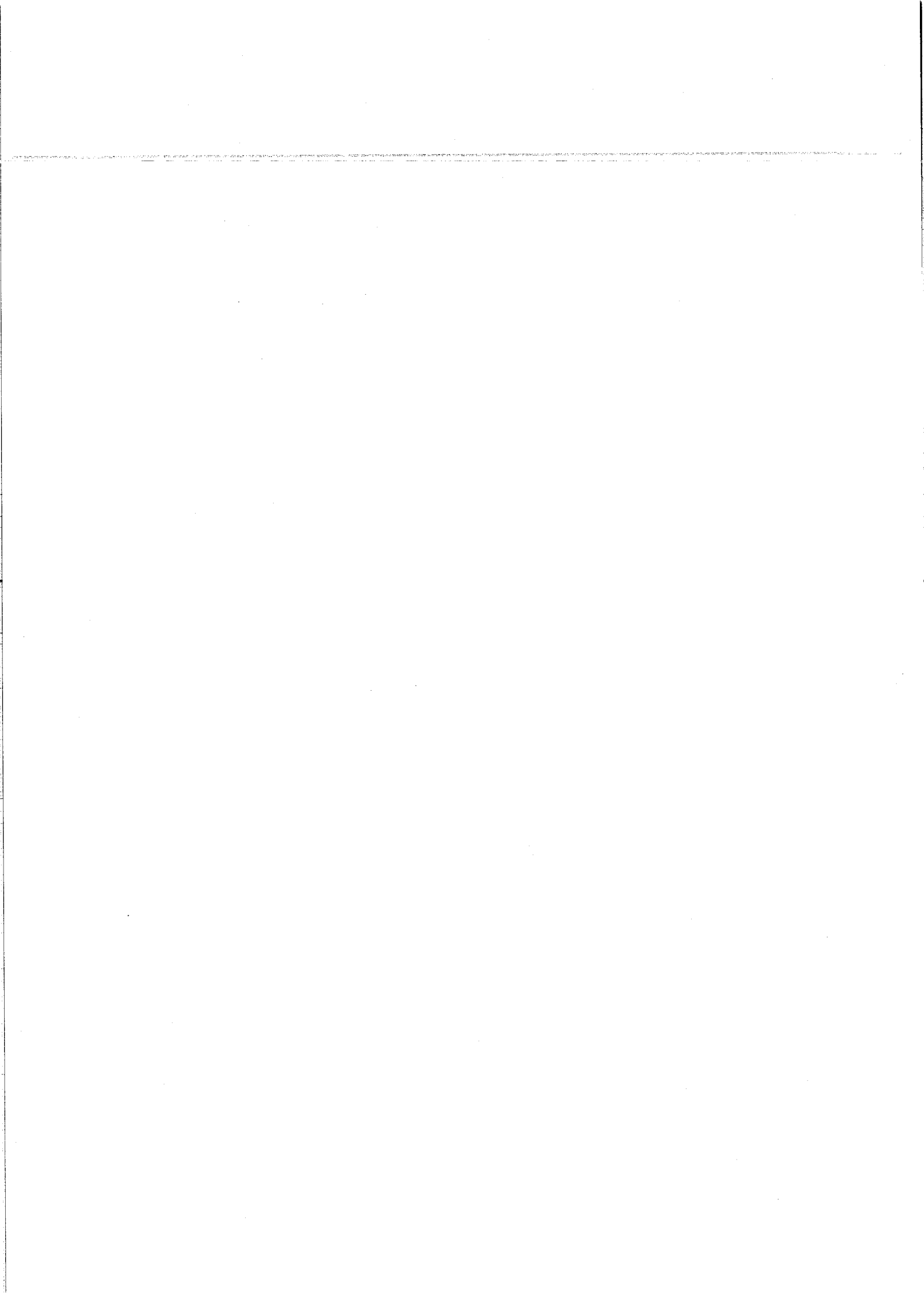
Name of witness:

JORGE GONZALEZ

Date:

11/12/08 (LICENSEE)





"A"

BY-LAW 4.9 CATV Network

4.9.1 Definitions

In this by-law:

"CATV Network" means the central antenna television infrastructure for the Community Scheme including cables, aerials, dishes and other associated equipment installed or to be installed within the Community Parcel.

4.9.2 Maintenance of CATV Network

- (a) The Community Association is responsible for the control, management, insurance, operation, maintenance and repair of the CATV Network.
- (b) An Owner or Occupier must comply with:
 - (i) by-law 15 of the Community Management Statement as to the CATV Network; and
 - (ii) any directions of the Community Association in relation to the CATV Network.

BY-LAW 4.10 Foxtel Service

4.10.1 Definitions

In this by-law:

"Community Foxtel Agreement" means an agreement between Foxtel and the Community Association for the provision of the Community Foxtel Equipment;

"Community Foxtel Equipment" means the equipment necessary to receive Foxtel's services including, but not limited to the satellite receiving dish, backbone, laterals and incidental cabling;

"Foxtel" means Foxtel Management Pty Limited (ACN 068 671 938) on behalf of the Foxtel Partnership of 5 Thomas Holt Drive, North Ryde;

"Foxtel Service" means the provision of subscription television programming packages and other services by Foxtel.



4.10.2 Provision of Foxtel Service

- (a) If an Owner or Occupier wishes to receive the Foxtel Service, an Owner or Occupier must enter into an agreement with Foxtel for provision of the Foxtel Service.
- (b) An Owner or Occupier is responsible for all charges payable under any agreement for provision of the Foxtel Service.

4.10.3 Community Association Obligations

- (a) The Community Association owns the Community Foxtel Equipment.
- (b) Foxtel require the Community Association to enter into:
 - (i) an agreement with Foxtel for the provision of the Community Foxtel Equipment; and
 - (ii) a maintenance and repair contract with a supplier to provide a fault repair service and preventative maintenance work to the Community Foxtel Equipment.
- (c) By-Law 15 applies to the Community Foxtel Equipment.
- (d) Under the terms of the Community Foxtel Agreement, Foxtel will charge the Community Association a service call fee if an Owner or Occupier requests Foxtel attend the Community Scheme for a fault that is identified as a fault of the Community Foxtel Equipment.

4.10.4 Owner and Occupier Obligations

- (a) An Owner or Occupier must comply with:
 - (i) the terms of by-law 15 of this Management Statement as to the Community Foxtel Equipment; and
 - (ii) any directions of the Community Association in relation to the Community Foxtel Agreement and the maintenance and repair contract entered into by the Community Association.
- (b) An Owner or Occupier must report any fault to the Foxtel Service to the party notified by the Community Association as the supplier of the fault and repair service.



- (c) An Owner or Occupier will be responsible for any fee imposed by Foxtel on the Community Association under the Community Foxtel Agreement due to a request by an Owner or Occupier for a service call from Foxtel which fault is identified as a fault of the Community Foxtel Equipment.

A handwritten signature in black ink, appearing to read "L. J. Jones".

AMENDMENT OF
MANAGEMENT STATEMENT



AF962752E

New South Wales
Section 39

Community Land Development Act 1985

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** For the Association Property
1/270488

(B) **LODGED BY**

Document Collection Box 256L	Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123167 X Reference (optional): RDB/757	CITY AGENTS DX 1293 SYDNEY 02 9232 2077	CODE CS
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(C) **APPLICANT**

Community / Neighbourhood / Precinct Association	Deposited Plan No. 270488
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(D) The applicant certifies that by a special / unanimous resolution passed on 7 December 2010 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

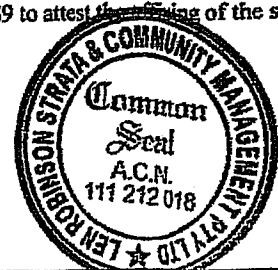
(E) **BY-LAWS**

Repealed 4.3.4, 4.3.5, 4.3.8, 4.4.3, 4.5.2, 4.6.2, 10.1 and 10.2	Added 4.3.4, 4.3.8, 4.4.3, 4.5.2, 4.6.2, 10.1 and 10.2	as fully set out below
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(F) **TEXT OF ADDED BY-LAW**
See Annexure

(G) The common seal of the community / neighbourhood / precinct association deposited plan 270488 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *J. Robinson*
Name of witness: Leonard Robinson
Date: 15th December 2010



No 2

By-Law 4.3.4 Community Centre Buildings

- (a) Each use of the community centre must be booked with the executive committee. The executive committee must maintain and make available on request a schedule of the current bookings. The Community Association must manage the bookings and the use of the community centre to ensure that there is no double bookings or conflicting use.
- (b) All bookings must be accompanied by a security deposit of \$500.00. The deposit shall only be refundable if the Centre is left in a clean and tidy condition. If considered necessary the Centre will be cleaned and the cost will be deducted from the deposit.
- (c) At the time of booking the executive committee should be notified if time is required to set up prior to a function.

By-Law 4.3.8 Community Centre Rules

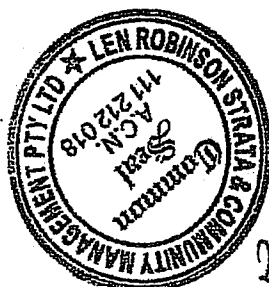
The Community Centre may only be used as follows:

- 1. For meetings with fellow proprietors or occupiers arranged by the Executive Committee or with the consent of the Executive Committee.
- 2. For meetings of the Community Association or of any Subsidiary Schemes.
- 3. For family and social events of a proprietor or occupier with the consent of the Executive Committee.

AND IT SHOULD BE NOTED:

- a. The Centre shall not be used between the hours of 10 p.m. and 7 a.m. Lighting at the Centre will automatically switch off at 10.15 p.m. and the alarm system will automatically activate at 10.30 p.m.
- b. No alcohol beverages are to be taken to or consumed in or around the Centre without the consent of the Executive Committee. It is a requirement that the Proprietor/Resident booking the community centre make application to the local Area Command of the NSW Police for a Liquor Consumption Permit and obtain same prior to the event (if the Executive Committee has approved such use).
- c. The Centre shall not be used for any illegal, immoral or religious purposes.
- d. The Centre shall not be used for any purpose that may endanger the safety of any person in or around the facility.

L Robinson



- e. The Centre shall not be used for any purpose which may cause excessive noise, nuisance or undue annoyance to any neighbouring properties.
- f. The alarm system must not be deactivated.
- g. The Executive Committee shall maintain a register of bookings. If a problem arises that information will be recorded therein and if appropriate that person or group will be refused approval for future use.
- h. The Executive Committee may make further rules for the use of the community centre not inconsistent to these by-laws from time to time.

By-Law 4.4.3 Hours of Use

The tennis courts may not be used between the hours of 10.00 p.m. and 7.00 a.m.

By-Law 4.5.2 Hours of Use

The barbeque area may not be used between the hours of 10.00 p.m. and 7.00 a.m.

By-Law 4.6.2 Hours of Use

The pool may not be used between the hours of 10.00 p.m. and 7.00 a.m.

By-Law 10.1 Community Association may make Rules

The Community Association may from time to time make, amend, cancel, add to or suspend rules ("Rules") relating to the use of facilities which are not inconsistent with the by-laws contained in this Management Statement or any function or obligation imposed on the Community Association under any Act. If there is any inconsistency between the by-laws contained in this Management Statement and any of the Rules, the by-laws contained in this Management Statement prevail.

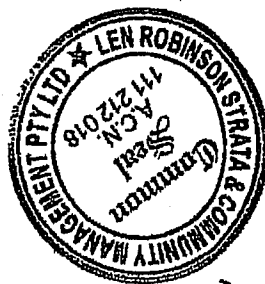
By-Law 10.2 Copy of Rules

The Community Association must maintain and make available on request a copy of the current Rules.

The Executive Committee member responsible for bookings shall supply a copy of the rules to any proprietor, occupier or group booking the facilities.

The Community Association must upon making, amending, canceling or suspending any rule contained in or to be added to the Rules distribute a copy of the additional or altered rule to each proprietor or occupier.

L. Robinson



3 of 3

Form: 21CSM
Licence: 07-10-888
Licensee: Corrs Chambers Westgarth

AMENDMENT OF
MANAGEMENT STATEMENT



AG256597C

New South Wales
Section 39
Community Land Development Act 1989

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) FOLIO OF THE REGISTER

Folio Identifier 1/270488

(B) LODGED BY

Document Collection Box 8985	Name, Address or DX, Telephone, and LLPN if any Corrs Chambers Westgarth LLPN: 123648F Reference: 9060625	CODE CS
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(C) APPLICANT

Community Association	Deposited Plan No. DP270488
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(D)

The applicant certifies that by a special resolution passed on 12 May 2011 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added By-law 21 as fully set out below.
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(F) TEXT OF ADDED BY-LAW

See Annexure "A"

(G) The common seal of the Community association deposited plan DP270488 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *Leonard Robinson*

Name of witness: Leonard Robinson

Date: 12th May 2011



Annexure "A" to Amendment to Management Statement for

Folio Identifier 1/270488

BY-LAW 21 COUNCIL'S RIGHT TO DRAIN WATER

21.1 Right to Drain

- (a) Penrith City Council (Council) shall have the right to drain water from any natural source through any stormwater inlets/outlets, swales and culverts provided in the Lakes System (drainage outlets).
- (b) The Community Association must maintain the drainage outlets within the Lakes System in a structurally sound condition and efficient working order.
- (c) Council shall have the right:
 - (i) at any reasonable time and upon giving the Community Association of notice enter the land and view the condition of the land and the state of construction maintenance or repair of the drainage outlets; and
 - (ii) by written notice, to require the Community Association to carry out such work as Council may require to ensure the efficient working order of the drainage outlets.
- (d) In the event the Community Association fails to comply with the terms of any written notice issued by Council in accordance with by-law 21.1(c), Council may enter the land with all necessary equipment and carry out work to comply with the notice.

21.2 Penrith City Council Requirement

This by-law is made at the request of Council and cannot be amended or revoked without the consent of Council



.....
Penrith City Council