

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	GIA REALTY Shop 33 Harris Street Fairfield NSW 2165	phone: 0468 938 882 email: mike@giarealty.com.au ref: Mike Nguyen
co-agent		
vendor	BRENDAN OLIVER TAN	
vendor's solicitor	Stapleton Martin Lawyers Pty Ltd 11 Cross Street Five Dock NSW 2046	phone: 0433 111 175 email: teresa@stapletonmartin.com.au ref: PS726102
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 214 28 SATINWOOD CRES BONNYRIGG NSW 2177 LOT 14 STRATA PLAN SP99762 Folio Identifier 14/SP99762	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> other:	<input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
exclusions		
purchaser		
purchaser's solicitor		
price		
deposit		
balance	(10% of the price, unless otherwise stated)	
contract date	(if not stated, the date this contract was made)	

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	

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

Strata Plus, Emma Lefevre

emma.lefevre@strataplus.com.au
(02) 8198 8500

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

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 and Environment Department of Primary Industries Electricity and gas Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • 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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

33 Amendments to Law Society printed clauses, and inconsistency

33.1 Amendments to the Law Society printed clauses

The printed clauses of this contract are amended as follows:

- (a) The following additional clause inserted at the end of clause 1:

“Any term referred to in the column headed “Term” on the first page of this contract has the meaning set out in the column headed “Meaning of Term” on the first page of this contract.”
- (b) The definition of ‘*depositholder*’ under clause 1.1 is to be amended by inserting after ‘*vendor’s solicitor*’ the words “*or the vendor’s settlement agent*”.
- (c) Clause 2.9 is amended by the insertion of the words “*if this contract is completed and otherwise to the party entitled to the deposit*” after the word “*equally*”.
- (d) Clause 5.1 is deleted in its entirety.
- (e) Clause 7.1.1 is amended by the deletion of the figure “5%” and the insertion of the figure “1%”.
- (f) Clause 7.2.1 is amended by the deletion of the figure “10%” and the insertion of the figure “1%”.
- (g) Clause 10.1 is amended by the insertion of the words “*or delay completion*” after the word “*requisition*”.
- (h) Clause 10.1.8 is amended by the deletion of the word “*substance*” and the insertion of the word “*existence*” and the deletion of the word “*disclosed*” and the insertion of the word “*noted*”.
- (i) Clause 10.1.9 is amended by the deletion of the word “*substance*” and the insertion of the word “*existence*” and the deletion of the word “*disclosed*” and the insertion of the word “*noted or referred to*”.
- (j) Clause 10.2 is amended by the insertion of the words “*make a claim or requisition, delay completion or*” after the word “*cannot*”.
- (k) Clause 11.2 is amended by the insertion of the words “*other than as a result of the purchaser’s breach*” are inserted after the word “*terminated*”.
- (l) Clause 12.3 is amended by the deletion of the words “*in the 3 days before a time appointed for completion and the insertion of the words “before completion*”.
- (m) Clause 13.7 is amended by the insertion of the following additional clause:

“13.7.3 if, after completion, the vendor serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply because of a breach of clause 13.7.1 (or because of something else known to the purchaser but not known to the vendor), then the purchaser must pay to the vendor on demand the amount of GST assessed.”
- (n) Clause 14.2.1 is amended by deleting the words ‘*2 business days before the date for completion*’ and the following is inserted:

“5 business days before the completion date or such earlier date (as agreed between the parties). If the purchaser, their solicitor or conveyancer fails to submit the adjustment figures in accordance with this clause then the Purchaser shall pay on

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completion an amount of \$440 (including GST) for the additional legal costs and disbursements incurred by the vendor for the delay; and"

- (o) Clause 14.4.2 is deleted in its entirety and the following is inserted:

"14.4.2 by adjusting an amount for land tax being the then current land tax rate multiplied by the taxable value of the land."

- (p) Clause 23.6 is deleted in its entirety and the following is inserted:

"23.6 If a contribution is not a regular periodic contribution, the vendor is liable for any instalment payable before the contract date, and the purchaser is liable for all instalments payable after the contract date."

- (q) Clause 23.9 is deleted in its entirety.

- (r) Clause 23.13 is amended by the deletion of the word "vendor" and the insertion of the word "purchaser".

- (s) Clause 23.14 is deleted in its entirety.

- (t) Clause 23.17 is deleted in its entirety.

- (u) Clause 24 is deleted in its entirety.

33.2 Inconsistency

If there is any inconsistency between the provisions of these Additional Clauses and the terms of the printed conditions of this contract, the terms of these Additional Clauses will prevail to the extent of any such inconsistency.

34 Agent

The purchaser warrants that the purchaser was not introduced to the property or to the vendor by any agent other than the vendor's agent (if any) specified on the front page of this contract. The purchaser indemnifies the vendor against any claim, costs or expenses incurred by the vendor resulting from a breach of this warranty. This clause shall not merge on completion.

35 Capacity, death or bankruptcy

If the purchaser:

- (a) is a corporation (or if the purchaser consists of more than one corporation, any one or more of the corporations comprising that party) and prior to completion:
- (i) it enters into a scheme;
 - (ii) it makes any arrangement for the benefit of creditors;
 - (iii) an order is made to wind up the purchaser;
 - (iv) a liquidator, administrator, receiver or official manager is appointed to the purchaser;
 - (v) a mortgagee enters into possession of all or a substantial part of the assets of the purchaser; or
 - (vi) it is deemed by any relevant legislation to be unable to pay its debts, or

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- (b) is a natural person (or if the purchaser consists of more than one person, any one or more of the persons comprising that party) and prior to completion, the purchaser should:
 - (i) die;
 - (ii) become insane, subject to the provisions of the *Mental Health Act 2007*, or incapable of managing that party's affairs;
 - (iii) become bankrupt; or
 - (iv) enter into a personal insolvency agreement,

then in any of such events, the vendor shall be entitled to rescind this contract at any time before completion by written notice to the purchaser or its solicitor.

36 Purchaser relies on own enquiries

- (a) The purchaser warrants that, in entering into this contract, the purchaser does not rely upon any warranty or representation in relation to the property, in relation to the neighbourhood in which the property is situated, or in relation to whether or not any fixture, fitting or inclusion is functioning or not, made by the vendor or any person on behalf of the vendor (including the vendor's agent (if any)) except as may be expressly set out in this contract.
- (b) The purchaser acknowledges that the vendor has not and has not authorised the vendor's agent or any other person to make any representations or warranties in relation to:
 - (i) the property or to the neighbourhood in which the property is situated;
 - (ii) the terms of this contract;
 - (iii) any act to be performed by the vendor;
 - (iv) the manner in which the vendor will or will not enforce the vendor's rights set out in this contract;
 - (v) whether or not any fixture, fitting or inclusion is functioning or not, or
 - (vi) any other matter or thing regarding the sale of the property;

in relation to which matters the purchaser relies entirely on the purchaser's own enquiries and the terms contained in this contract.

37 Property condition

- (a) The purchaser warrants that the purchaser has relied upon the purchaser's own enquiries in relation to the property and the purchaser accepts the property in its present state and condition (subject to fair wear and tear) as to which the vendor makes no warranty whatsoever
- (b) Notwithstanding any other provision of this contract, the purchaser acknowledges and agrees that the vendor is not obliged, and must not require the vendor to:
 - (i) make good any hole, cavity, mark or scratch made as a result of the removal of any item on the property provided that the vendor agrees to exercise reasonable care in the such removal;

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- (ii) remove any hooks, nails, brackets or hangers that are affixed to any surface of the property;
 - (iii) clean the property, remove existing rubbish, materials, debris, furnishings, goods, or other items from the property;
 - (iv) maintain or mow any lawns or remove any garden refuse from the property;
 - (v) provide any keys or remote control devices which may not be available on settlement; or
 - (vi) clean and chemically balance the pool (if applicable).
- (c) The purchaser must not make any objection, requisition or claim for compensation, delay completion, rescind or terminate this contract in respect of any matter contained in this clause 37.

38 Notice to complete

- (a) In the event that completion is not effected by 5.00 p.m. on the date provided in clause 15, then either party is entitled at any time thereafter to serve upon the other a notice (**Notice to Complete**) requiring the other to complete by a date being no earlier than 14 days (**Notice Period**) from the date of service of the Notice to Complete.
- (b) The parties agree that the Notice Period and a Notice to Complete is deemed both at law and in equity sufficient to make time of the essence of this contract.
- (c) If the vendor is required to issue a Notice to Complete in accordance with this clause, then it is an essential term of this contract that the purchaser must, on completion, allow to the vendor the sum of \$330 (including GST) on account of the vendor's additional legal costs and disbursements in relation to the issue of such notice.

39 Interest

- (a) Subject to clause 39(b), the purchaser agrees that it is an essential term of this contract that the purchaser shall, on the actual date of completion, pay to the vendor interest at the rate of 10% per annum, calculated on a daily basis, on:
 - (i) the balance of the price;
 - (ii) any other amount payable by the purchaser to the vendor under this contract; and
 - (iii) half the deposit,from the date provided in clause 15 until the date that the purchaser actually completes this contract.
- (b) The vendor agrees that no interest will be payable by the purchaser if the failure to complete on the date provided in clause 15 is solely due to the delay of the vendor and the purchaser completes this contract on the date which is no later than 5 business days after the date on which the vendor serves notice to the purchaser that the vendor is in a position to complete this contract (**Further Date**). If the purchaser does not complete this contract on the Further Date, then the purchaser must pay interest to the vendor as referred to in clause 39(a) calculated from the Further Date until the date that the purchaser actually completes this contract.
- (c) The purchaser acknowledges and agrees that the obligation to pay interest pursuant to this clause 39 is in addition to and does not in any way restrict or limit any other right of the vendor under this contract or at law.

40 Rescheduling or cancelling settlement

- (a) If the vendor and purchaser appoint a date and time for completion of this contract and, after the vendor's solicitors have attended to the necessary arrangements, the purchaser reschedules or cancels the appointment for completion, then it is an essential term of this contract that the purchaser must, on completion, allow to the vendor the sum of \$330 (including GST) on account of the vendor's additional legal costs and disbursements in relation to each rescheduled or cancelled appointment for completion.
- (b) The purchaser acknowledges and agrees that to provide at least 3 business days prior written notice to the vendor's solicitor when scheduling the new completion date. The vendor, in its sole discretion, may elect to complete earlier than the required 3 business days should the vendor and/or the discharging mortgagee be in a position to settle.

41 Extension of cooling off period

The purchaser acknowledges and agrees that it is an essential term of this contract that the purchaser must, on completion, allow to the vendor the sum of \$330 (including GST) for each request to extend the cooling off period (whether or not the extension is granted by the vendor), on account of the vendor's additional legal costs and disbursements in relation such request.

42 Adjustments

- (a) The parties agree to adjust the usual outgoings and all amounts pursuant to this contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at completion the parties agree to rectify the error within 7 days of receipt of evidence of the error and a request for readjustment. This clause shall not merge on completion.
- (b) The purchaser:
 - (i) agrees that any money which is payable by the purchaser to the vendor on completion, but is not paid on or before completion for any reason (**Unpaid Money**), is not waived by the vendor and remains a capitalised debt due to the vendor;
 - (ii) agrees that in addition to the Unpaid Money, the vendor is entitled to recover from the purchaser interest at the rate of 9% per annum, calculated from the date of completion until the Unpaid Money is paid in full, and any costs incurred by the vendor in recovering the Unpaid Money;
 - (iii) hereby charges the property in favour of the vendor with payment of any Unpaid Money, interest and costs and the purchaser irrevocably authorises the vendor to lodge a caveat over the property in respect of that charge; and
 - (iv) agrees that this clause does not merge on completion.

43 Foreign purchaser

The purchaser indemnifies the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of any breach by the purchaser of clause 22.1 (including any loss by way of forfeiture of deposit, damages or otherwise suffered by the vendor through consequential default on the purchase of another property). This clause shall not merge on completion.

44 Removal of notations on title

- (a) Notwithstanding any other provision of this contract, the vendor is not required to arrange for the removal of any mortgage, charge or caveat registered on the title to the

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property prior to completion of this contract. The vendor will not be (and should not be deemed to be) unable or unwilling to complete this contract by reason of the existence of any charge or other notation on the title to the property and the vendor will be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is served or at any time thereafter, there is a charge or other notation on the title to the property.

- (b) On completion, the purchaser must accept a discharge, withdrawal or release (as the case may be) in registrable form of any mortgage, charge or other notation on the title to the property which is to be discharged, withdrawn or released (as the case may be) with effect from completion of this contract.

45 Service of notices

In addition to any other provision of this contract:

- (a) if any notice is sent by post, the date of receipt of the notice by the other party is deemed to be 4 business days after the date of posting;
- (b) a notice or document is sufficiently served for the purposes of this contract:
 - (i) if served by the purchaser, the notice or document is sent by email to the email address of the vendor's solicitor (and to no other email address); and
 - (ii) if served by the vendor, the notice or document is sent by email to the email address of the purchaser or the purchaser's solicitor or conveyancer.

and in any such case the notice or document is deemed to be served when the email has been received except where the time of receipt is after 5.00 p.m. on a business day, in which case the notice or document is deemed to have been served at the commencement of business on the next business day in that place. If there any dispute that the email has been received, the onus of proving receipt of the email is on the party sending the email.

46 Alterations to contract

The vendor and the purchaser each authorise their solicitor or conveyancer to make alterations to this contract (including the addition of annexures) at any time after this contract has been signed by the party and up until the date of this contract. Any such alterations or additions will be binding upon the relevant party as if the alteration or addition was made prior to the contract being signed by that party.

47 No merger

Notwithstanding completion of this contract and despite the registration of the transfer at Land Registry Services, any clause to which effect is not given or perfected by such completion or registration and which is capable of taking effect after completion or registration does not merge in the Transfer on completion but will remain in full force and effect.

48 Requisitions on title

The Purchaser acknowledges and agrees that the only form of requisitions on title that the Purchaser shall be entitled to raise pursuant to clause 5 shall be in the form annexed to this contract.

49 Deposit

- (a) The parties agree that the deposit and surety is 10% of the price.
- (b) The vendor may (but is not obliged to) accept the deposit to be paid in two instalments being:

Additional clauses to the contract for the sale and purchase of land

- (i) 5% (or such other amount agreed by the parties) on exchange; and
 - (ii) the balance of 10% of the price on or before completion.
- (c) If the vendor accepts the deposit is payable by instalments in accordance with this clause, then:
 - (i) any interest earned on the deposit shall be payable entirely to the vendor; and
 - (ii) in any circumstances the vendor is entitled to terminate this contract, the unpaid balance of the deposit becomes immediately due and payable without prejudice and in addition to any other rights the vendor had at law and equity.

50 Release of Deposit

- (a) In the event the vendor requires the deposit, the purchaser authorises the depositholder to make available the deposit, or so much as may be required by the vendor, in readiness for settlement for the purpose of releasing the subject property from any mortgage, charge or other encumbrance secured over the subject property, or for the purpose of placing a deposit or organising stamp duty for a new purchase, or effecting completion of the vendor's purchase of another property.
- (b) This clause acts as a written authority for the depositholder to make available the deposit, or so much as may be required by the vendor for the purpose set out herein and without requiring any further authority from the purchaser.

51 PEXA Source Account

- (a) The purchaser acknowledges that the vendor's solicitor does not operate a trust account and if requested by the vendor, the purchaser agrees to instruct the purchaser's solicitor, conveyancer or settlement agent to attend to the following:
 - (i) create a 'Vendor Source Line Item' on the nominated Electronic Lodgement Network (such as PEXA Exchange), as agent for the vendor; and
 - (ii) provide the vendor's solicitor with a PEXA Source Account Deposit Form (or as required by the relevant Electronic Lodgement Network), within 2 business days, at no cost to the vendor.
- (b) The parties acknowledge and agree that this clause 51 is adequate authority for the purchaser's representative to facilitate the matters referred to in clause 51(a), without requiring any further authority from the purchaser.

52 Guarantee

- (a) For the purposes of this clause, "Guarantor" means, if the purchaser is a sole director company, that director and if the purchaser is a company which has 2 or more directors, jointly and severally, each of the directors of the purchaser company being:
 - (i)
 - (ii); and
 - (iii)
- (b) In consideration of the vendor entering into this contract with the purchaser, at the request of the Guarantor, the Guarantor hereby guarantees to the vendor the due and punctual performance and observance by the purchaser of the purchaser's obligations pursuant to this contract and indemnifies and agrees to keep indemnified the vendor

Additional clauses to the contract for the sale and purchase of land

against all losses, damages, liabilities, costs and expenses accruing to the vendor, resulting or arising from any failure by the purchaser to perform or observe any of the obligations on the part of the purchaser to be performed or observed.

- (c) This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by reason of any deemed waiver by the vendor or by any means other than express waiver by the vendor.
- (d) Any rescission or termination of this contract will not waive any of the obligations of the Guarantor arising pursuant to this clause.
- (e) This guarantee and indemnity is an essential condition of this contract and is deemed to constitute a principal obligation between the Guarantor and the vendor.

Signed, sealed and delivered by the Guarantor in the presence of:

.....
Guarantor	Witness

.....
Guarantor	Witness

.....
Guarantor	Witness

53 Existing Tenancy

- (a) Notwithstanding the front page and any other provision of this contract, the purchaser acknowledges and accepts the following:
 - (i) at the date of this contract, the property is sold subject to the existing tenancy;
 - (ii) prior to completion, the tenant may vacate the property for any reason; and
 - (iii) completion of this contract is not conditional on the property being tenanted at completion.
- (b) The purchaser further acknowledges that it has made its own enquiries in relation to the tenancy and is not entitled to make any requisitions, objections, claims nor delay completion, rescind or terminate this contract in relation to the following:
 - (i) the terms Residential Tenancy Agreement in respect of the property (a copy of which may be annexed to this contract), and any past or current breaches of such tenancy agreement;
 - (ii) whether or not vacant possession is provided at completion; and
 - (iii) the tenant vacating the property prior to the completion date for any reason.
- (c) The parties acknowledge that any rental adjustments are to be made separately by the managing agent after settlement. This clause shall not merge on completion.

Certificate under Section 66W of the *Conveyancing Act 1919*

I, (insert full name)

of (insert address), certify as follows:

1. I am a solicitor/conveyancer currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale and purchase of land in respect of the property at **14/28 Satinwood Crescent, Bonnyrigg NSW 2177** from **Brendan Oliver Tan (Vendor)** to (**Purchaser**) in order that there is no cooling off period in relation to that contract;
3. I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee; and
4. I have explained to the Purchaser:
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

Signed:



FOLIO: 14/SP99762

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/7/2025	3:51 PM	3	23/11/2022

LAND

LOT 14 IN STRATA PLAN 99762
AT BONNYRIGG
LOCAL GOVERNMENT AREA FAIRFIELD

FIRST SCHEDULE

BRENDAN OLIVER TAN

(T AP460050)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP99762
2 AS656237 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP99762

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/7/2025	3:51 PM	4	16/11/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 99762
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BONNYRIGG
LOCAL GOVERNMENT AREA FAIRFIELD
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP99762

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 99762

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- STRATA PLUS PTY LTD
PO BOX H181
ROYAL EXCHANGE NSW 1225

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 DP1208108 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (12) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 2 DP1208109 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 3 DP1208110 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1208110 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 5 DP1208110 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 6 AR357260 CONSOLIDATION OF REGISTERED BY-LAWS
- 7 AR357260 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 99762

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 680		2 - 680		3 - 674		4 - 674	
5 - 698		6 - 655		7 - 662		8 - 655	
9 - 655		10 - 655		11 - 661		12 - 668	
13 - 661		14 - 661		15 - 661			

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP99762

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PS726102 Brendan...

PRINTED ON 21/7/2025

* 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.

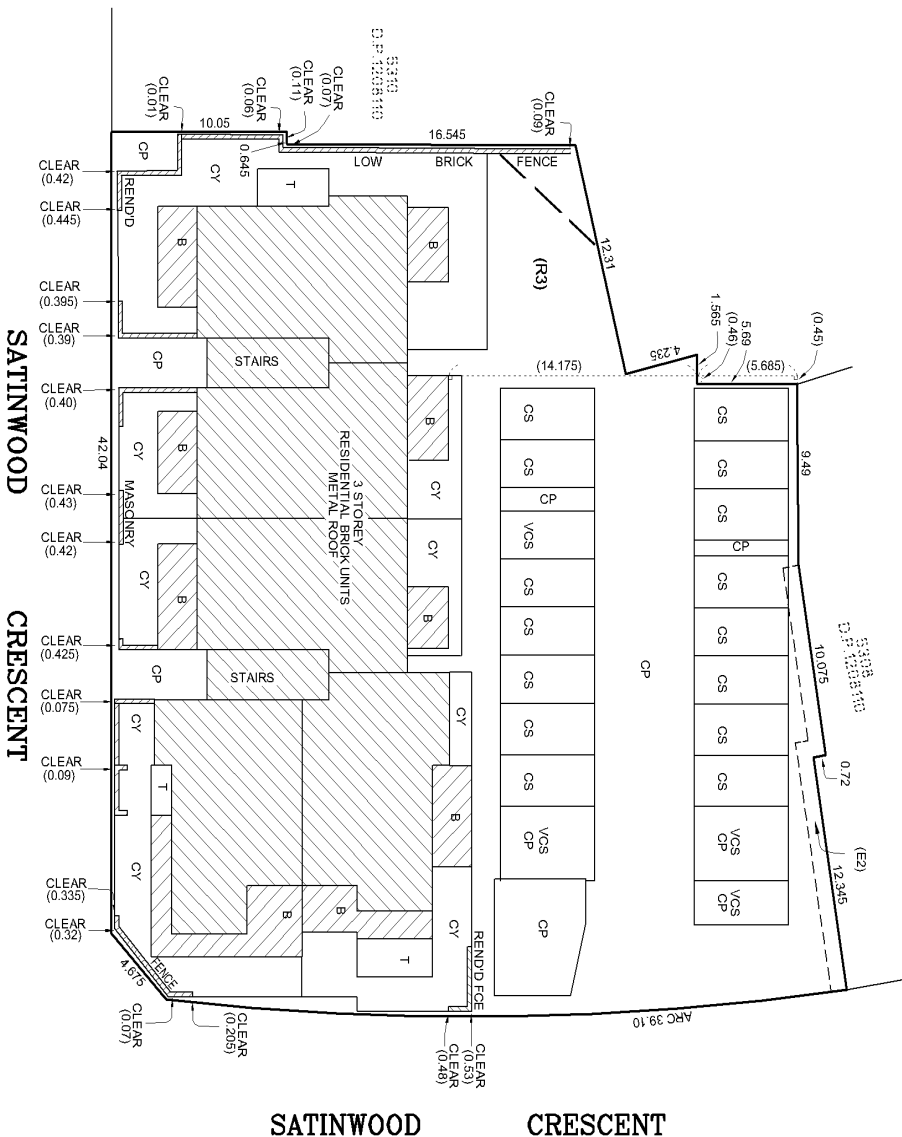
PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 1 of 3 sheets

NOTES:

1. CS. DENOTES CAR SPACE
VCS. DENOTES VISITOR CAR SPACE
CY. DENOTES COURTYARD
CP. DENOTES COMMON PROPERTY
B. DENOTES BALCONY
T. DENOTES TERRACE
(E2) DENOTES EASEMENT FOR ACCESS.
MAINTENANCE (0.9 WIDE (D.P. 128110)
□ DENOTES 90°



LOCATION PLAN

SATINWOOD

CRESCENT

SATINWOOD

CRESCENT

(R3) RESTRICTION ON THE USE OF LAND - DP1208108 (NO.12)

Surveyor : ROLF CAMBRIDGE

Date: 13/06/2019

Surveyor's Ref : 10117-STRATA

PLAN OF SUBDIVISION OF LOT 5309 IN
D.P.1208110

LGA: FAIRFIELD

Locality : BONNYRIGG

Lengths are in metres. Reduction Ratio 1:250

Registered

19.7.2019

SP99762

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

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

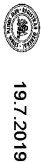
ePlan Sheet 2 of 3 sheets

GROUND FLOOR

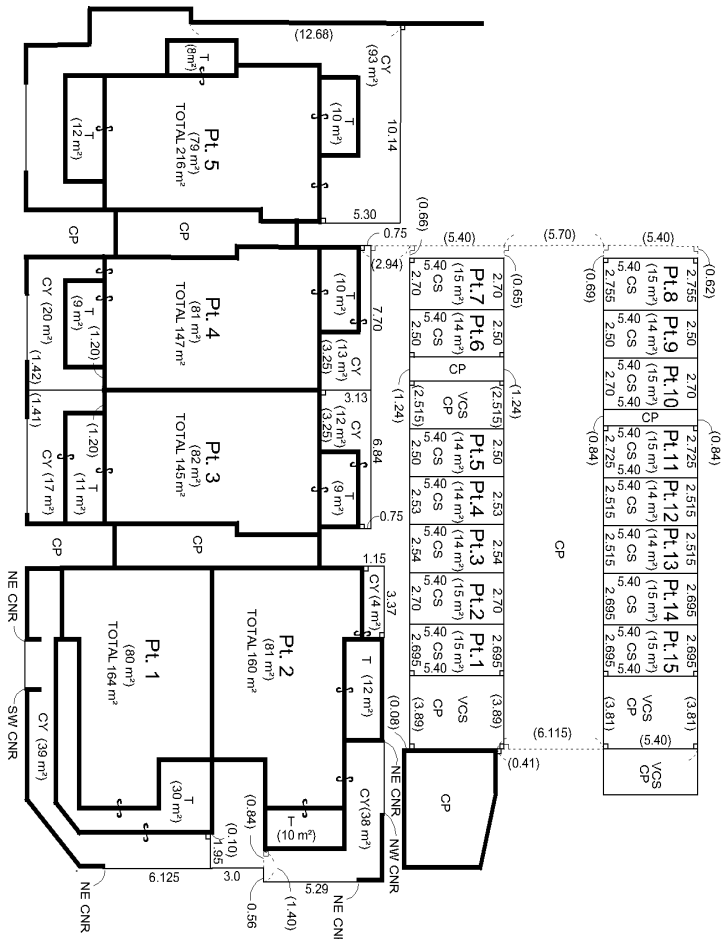
Surveyor : ROLF CAMBRIDGE
Date: 13/06/2019
Surveyor's Ref : 10117-STRATA

PLAN OF SUBDIVISION OF LOT 5309 IN
D.P.1208110

LGA: FAIRFIELD
Locality : BONNYRIGG
Lengths are in metres. Reduction Ratio 1: 250



SP99762



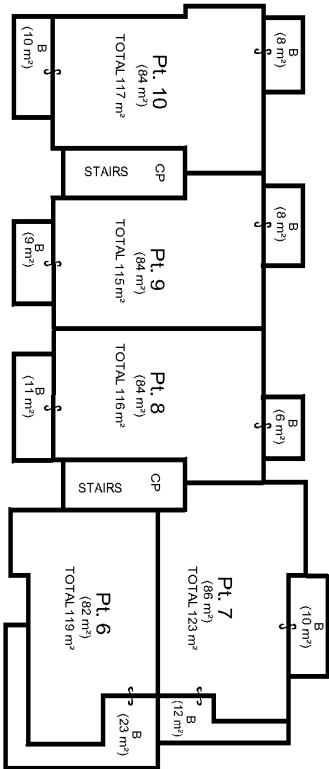
- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. CS. DENOTES CAR SPACE
 3. VCS. DENOTES VISITOR CAR SPACE
 4. CY. DENOTES COURT YARD
 5. I. DENOTES TERRACE
 6. CP. DENOTES COMMON PROPERTY
 7. THE STRATUM OF THE TERRACES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT
 8. THE STRATUM OF THE COURTYARDS EXTEND 5 ABOVE AND 5 BELOW THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT
 9. THE STRATUM OF THE CAR SPACES EXTEND 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT
 10. NE CNR. DENOTES NORTH EAST CORNER OF WALL
 11. NW CNR. DENOTES NORTH WEST CORNER OF WALL
 12. SW CNR. DENOTES SOUTH WEST CORNER OF WALL
 13. I. DENOTES 90°

PLAN FORM 1 (A3)

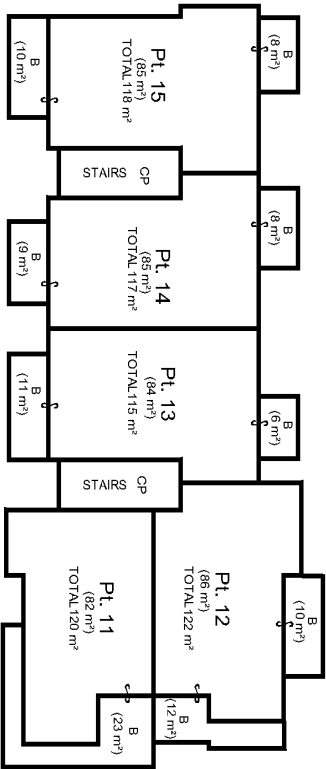
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 3 of 3 sheets

- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. CP DENOTES COMMON PROPERTY
 3. THE STRATUM OF THE BALCONIES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT


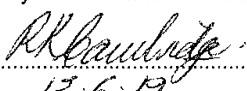
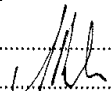


LEVEL 1





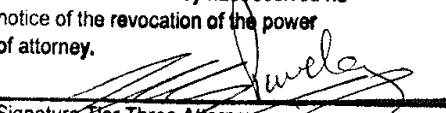
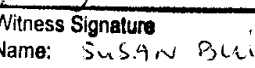
LEVEL 2

Surveyor : ROLF CAMBRIDGE Date: 13/06/2019 Surveyor's Ref : 10117-STRATA	PLAN OF SUBDIVISION OF LOT 5309 IN D.P.1208110	LGA: FAIRFIELD Locality : BONNYRIGG Lengths are in metres. Reduction Ratio 1:250	Registered 19.7.2019	SP99762
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 ³ sheet(s)	
Office Use Only			Office Use Only		
Registered:  19.7.2019			<h1>SP99762</h1>		
PLAN OF SUBDIVISION OF: LOT 5309 IN D.P. 1208110			LGA: FAIRFIELD Locality: BONNYRIGG Parish: ST LUKE County: CUMBERLAND		
This is a *FREEHOLD/LEASEHOLD Strata Scheme					
Address for Service of Documents 28 SATINWOOD CRESCENT, BONNYRIGG 2177 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, Rolf Cambridge of ATS Land Surveyors P/L, 3/75 Ryedale Rd, West Ryde 2114 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by^ Signature:  Date: 13.6.19 Surveyor ID: 720 Surveyor's Reference: 10117-STRATA <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>			Strata Certificate (Accredited Certifier) I, <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>BFB0004</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: 208/2019 Relevant Planning Approval No.: DA 843.2/2012 issued by: FAIRFIELD CITY COUNCIL Signature:  Date: 14/6/19 <small>^ Insert lot numbers of proposed utility lots.</small>		
* Strike through if inapplicable					

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 ³ sheet(s)																																		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: right;">Office Use Only</p> <p>Registered: 19.7.2019</p> </div> <div style="width: 50%; text-align: center;"> <p style="font-size: 2em; margin: 0;">SP99762</p> </div> </div>		<p style="text-align: right;">Office Use Only</p>																																		
<p>VALUER'S CERTIFICATE</p> <p>I, <u>RAYMOND LAOULACH (API NO 68905)</u> being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i>, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i></p> <p>Signature: <u></u> Date <u>14/6/2019</u></p>																																				
<p>SCHEDULE OF UNIT ENTITLEMENT</p> <table border="1" style="margin: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 50%;">LOT</th> <th style="width: 50%;">UE</th> </tr> </thead> <tbody> <tr><td>1</td><td>680</td></tr> <tr><td>2</td><td>680</td></tr> <tr><td>3</td><td>674</td></tr> <tr><td>4</td><td>674</td></tr> <tr><td>5</td><td>698</td></tr> <tr><td>6</td><td>655</td></tr> <tr><td>7</td><td>662</td></tr> <tr><td>8</td><td>655</td></tr> <tr><td>9</td><td>655</td></tr> <tr><td>10</td><td>655</td></tr> <tr><td>11</td><td>661</td></tr> <tr><td>12</td><td>668</td></tr> <tr><td>13</td><td>661</td></tr> <tr><td>14</td><td>661</td></tr> <tr><td>15</td><td>661</td></tr> <tr> <td>AGGREGATE</td> <td>10000</td> </tr> </tbody> </table>			LOT	UE	1	680	2	680	3	674	4	674	5	698	6	655	7	662	8	655	9	655	10	655	11	661	12	668	13	661	14	661	15	661	AGGREGATE	10000
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ePlan

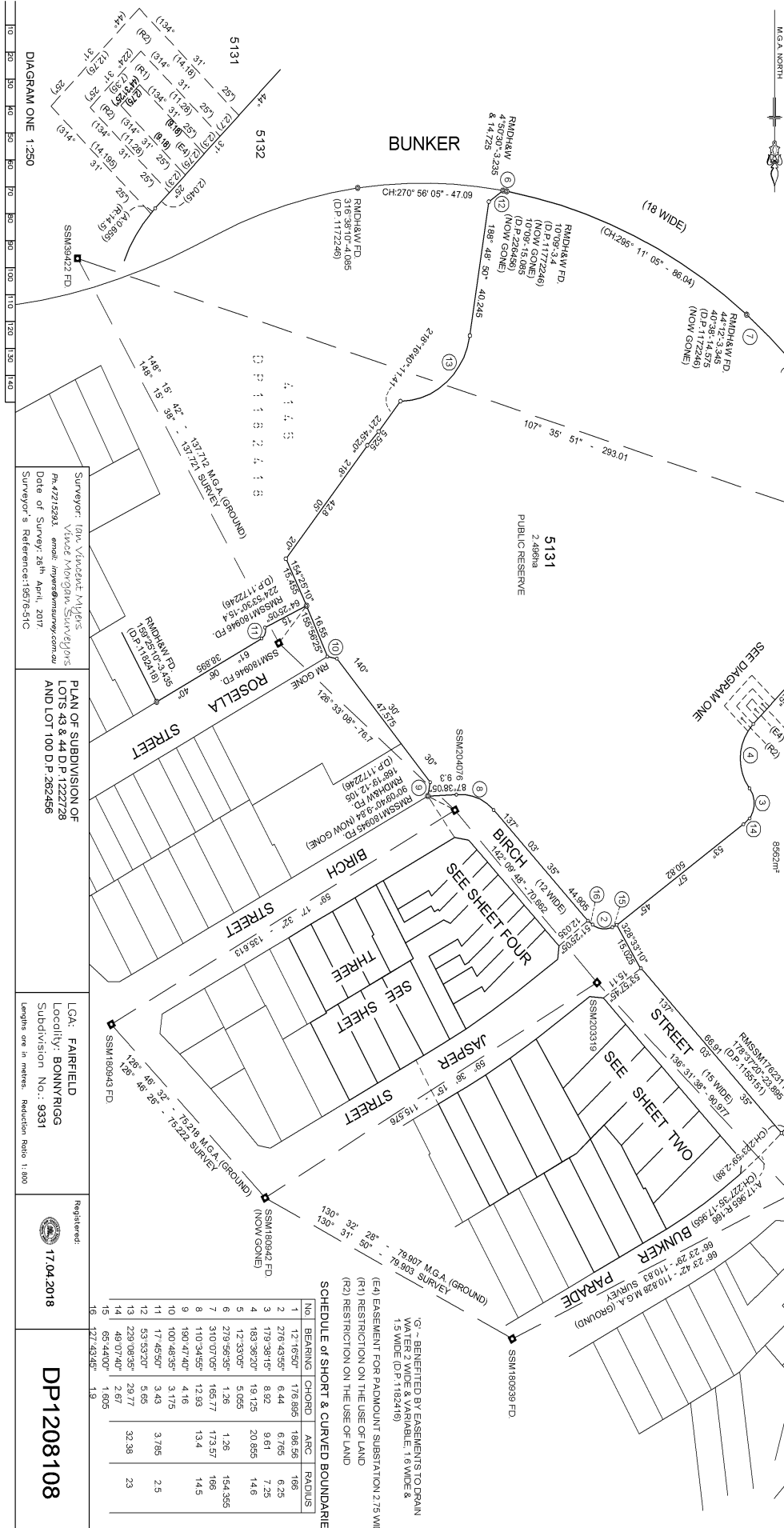
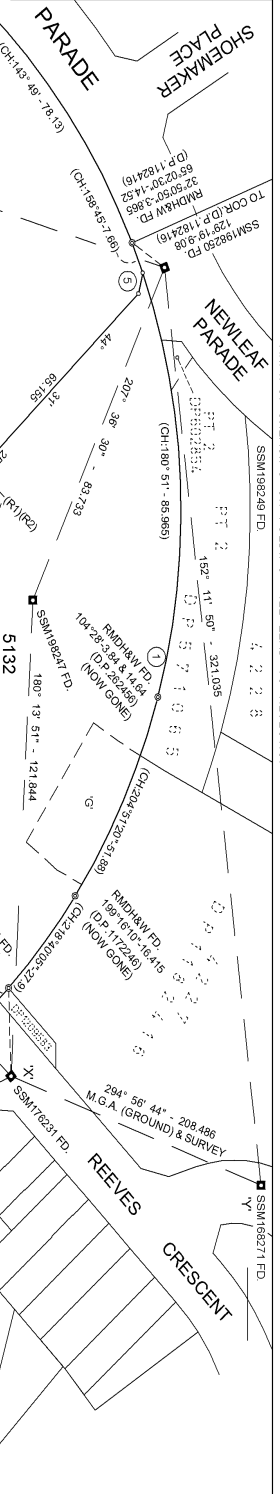
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 43 sheet(s)			
Office Use Only		Office Use Only			
Registered:  19.7.2019		SP99762			
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>					
LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
CP		28	SATINWOOD	CRESCENT	BONNYRIGG
1	G01	28	SATINWOOD	CRESCENT	BONNYRIGG
2	G02	28	SATINWOOD	CRESCENT	BONNYRIGG
3	G03	28	SATINWOOD	CRESCENT	BONNYRIGG
4	G04	28	SATINWOOD	CRESCENT	BONNYRIGG
5	G05	28	SATINWOOD	CRESCENT	BONNYRIGG
6	106	28	SATINWOOD	CRESCENT	BONNYRIGG
7	107	28	SATINWOOD	CRESCENT	BONNYRIGG
8	108	28	SATINWOOD	CRESCENT	BONNYRIGG
9	109	28	SATINWOOD	CRESCENT	BONNYRIGG
10	110	28	SATINWOOD	CRESCENT	BONNYRIGG
11	211	28	SATINWOOD	CRESCENT	BONNYRIGG
12	212	28	SATINWOOD	CRESCENT	BONNYRIGG
13	213	28	SATINWOOD	CRESCENT	BONNYRIGG
14	214	28	SATINWOOD	CRESCENT	BONNYRIGG
15	215	28	SATINWOOD	CRESCENT	BONNYRIGG
<p>LIDBURY ESTATE PTY LTD (ACN: 608 813 501)</p> <div style="display:flex; justify-content:space-between; align-items:flex-start; margin-top:20px;"><div style="width:30%;"> JOSEPH MOUJALLI Sole Director/ Secretary</div><div style="width:65%;"><p>SIGNED SEALED AND DELIVERED for and on behalf of ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001 registration book 4299 no 322. By executing this instrument the attorney States that the attorney has received no notice of the revocation of the power of attorney.</p><div style="margin-top:10px;"> Signature-Tier Three Attorney Name: KAPSIWAL PANDYA</div><div style="margin-top:10px;"> Witness Signature Name: SUSAN BUI Level 3/25 Restwell St Bankstown NSW 2200</div></div></div>					
Surveyor's Reference:10158-STRATA					

PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 4 sheets

M.G.A. CO-ORDINATES (ZONE 56)				
MARK	EASTING	NORTHING	CLASS	METHOD
SSM169231	305 569 267	6 248 194 779	C	SCIMS
SSM169271	305 569 267	6 248 194 779	C	SCIMS
SSM169272	305 569 267	6 248 194 779	C	SCIMS
SSM169273	305 569 267	6 248 194 779	C	SCIMS
SSM169274	305 569 267	6 248 194 779	C	SCIMS
SSM169275	305 569 267	6 248 194 779	C	SCIMS
SSM169276	305 569 267	6 248 194 779	C	SCIMS
SSM169277	305 569 267	6 248 194 779	C	SCIMS
SSM169278	305 569 267	6 248 194 779	C	SCIMS
SSM169279	305 569 267	6 248 194 779	C	SCIMS
SSM169280	305 569 267	6 248 194 779	C	SCIMS
SSM169281	305 569 267	6 248 194 779	C	SCIMS
SSM169282	305 569 267	6 248 194 779	C	SCIMS
SSM169283	305 569 267	6 248 194 779	C	SCIMS
SSM169284	305 569 267	6 248 194 779	C	SCIMS
SSM169285	305 569 267	6 248 194 779	C	SCIMS
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SSM169290	305 569 267	6 248 194 779	C	SCIMS
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SSM169293	305 569 267	6 248 194 779	C	SCIMS
SSM169294	305 569 267	6 248 194 779	C	SCIMS
SSM169295	305 569 267	6 248 194 779	C	SCIMS
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SSM169297	305 569 267	6 248 194 779	C	SCIMS
SSM169298	305 569 267	6 248 194 779	C	SCIMS
SSM169299	305 569 267	6 248 194 779	C	SCIMS
SSM169300	305 569 267	6 248 194 779	C	SCIMS



Surveyor: 1014, Vincent Myers
Firm: 42215293, email: myers@vincentmyers.com.au
Date of Survey: 28th April, 2017
Surveyor's Reference: 15276-51C

PLAN OF SUBDIVISION OF
LOTS 43 & 44 D.P. 1222728
AND LOT 100 D.P. 262456

LGA: FAIRFIELD
Locality: BONNYRIGG
Subdivision No.: 9331
Lengths are in metres. Reduction Ratio 1:500

Registered:
17.04.2018

DP1208108

SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
1	276°43'59"	176.865	166.56	6.25
2	179°38'15"	8.92	9.61	7.25
3	183°36'20"	19.125	20.655	14.6
4	12°33'05"	5.095	1.26	154.355
5	279°56'59"	1.26	1.73	166
6	310°07'05"	165.77	173.57	14.5
7	110°34'55"	12.93	13.4	3.75
8	190°47'40"	4.16	3.75	2.5
9	100°46'39"	3.43	3.75	2.5
10	17°45'50"	5.65	5.65	23
11	53°53'20"	29.77	29.77	23
12	48°07'40"	2.67	2.67	23
13	65°44'00"	1.605	1.605	23
14	127°43'45"	1.9	1.9	23

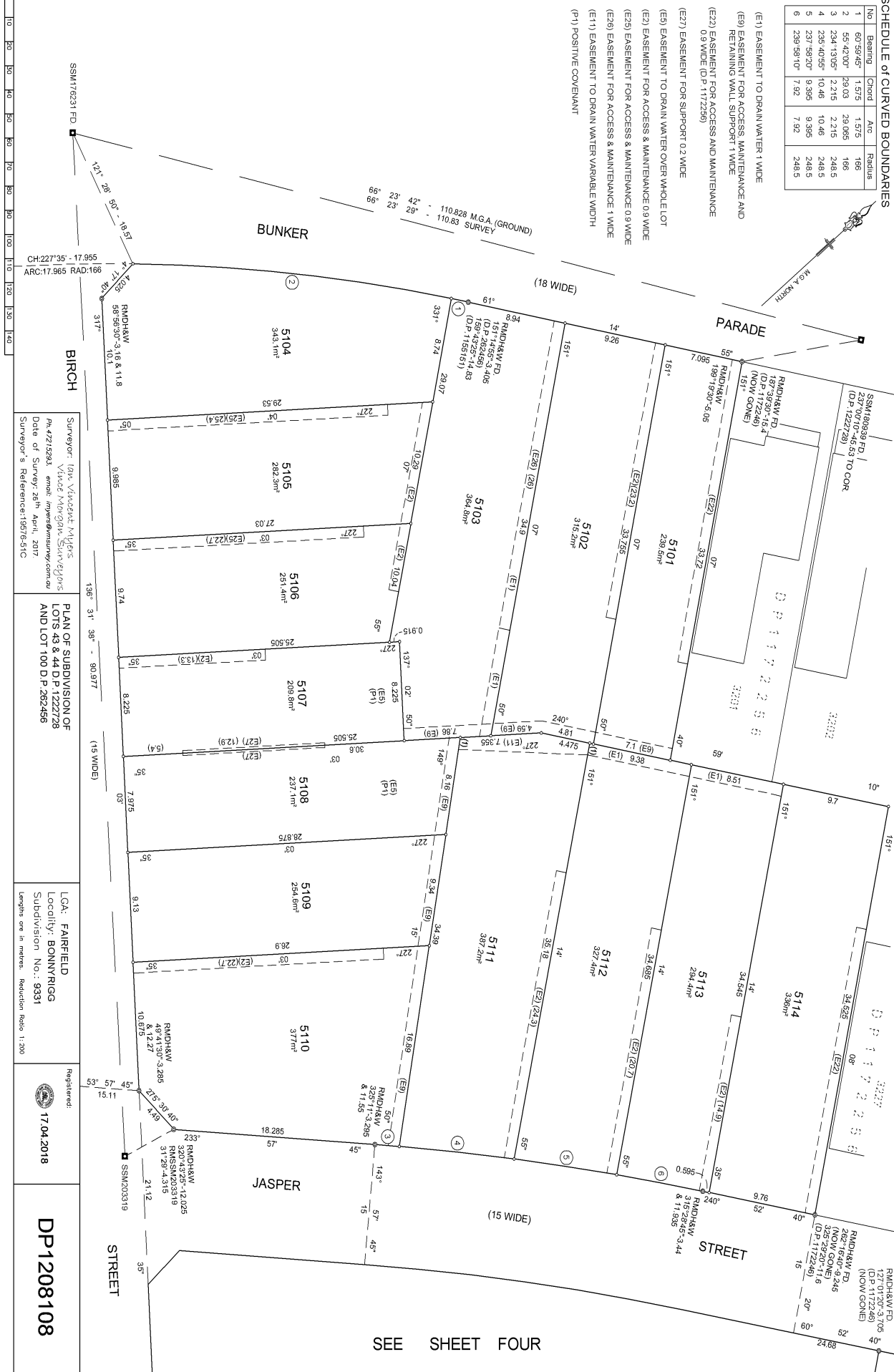
(G) - BENEFITED BY EASEMENTS TO DRAIN
WATER FROM ADJACENT LOT 100 WIDE &
1.5 WIDE (D.P. 1162416)
(EA) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(RT) RESTRICTION ON THE USE OF LAND
(R2) RESTRICTION ON THE USE OF LAND

No	Bearing	Chord	Arc	Radius
1	60.56°45"	1.575	1.575	166
2	55.42°00"	29.03	29.065	166
3	234°13'05"	2.215	2.215	248.5
4	235.40°55"	10.46	10.46	248.5
5	237°58'20"	9.395	9.395	248.5
6	239°58'10"	7.92	7.92	248.5

SCHEDULE of CURVED BOUNDARIES

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 4 sheets



SEE SHEET FOUR

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

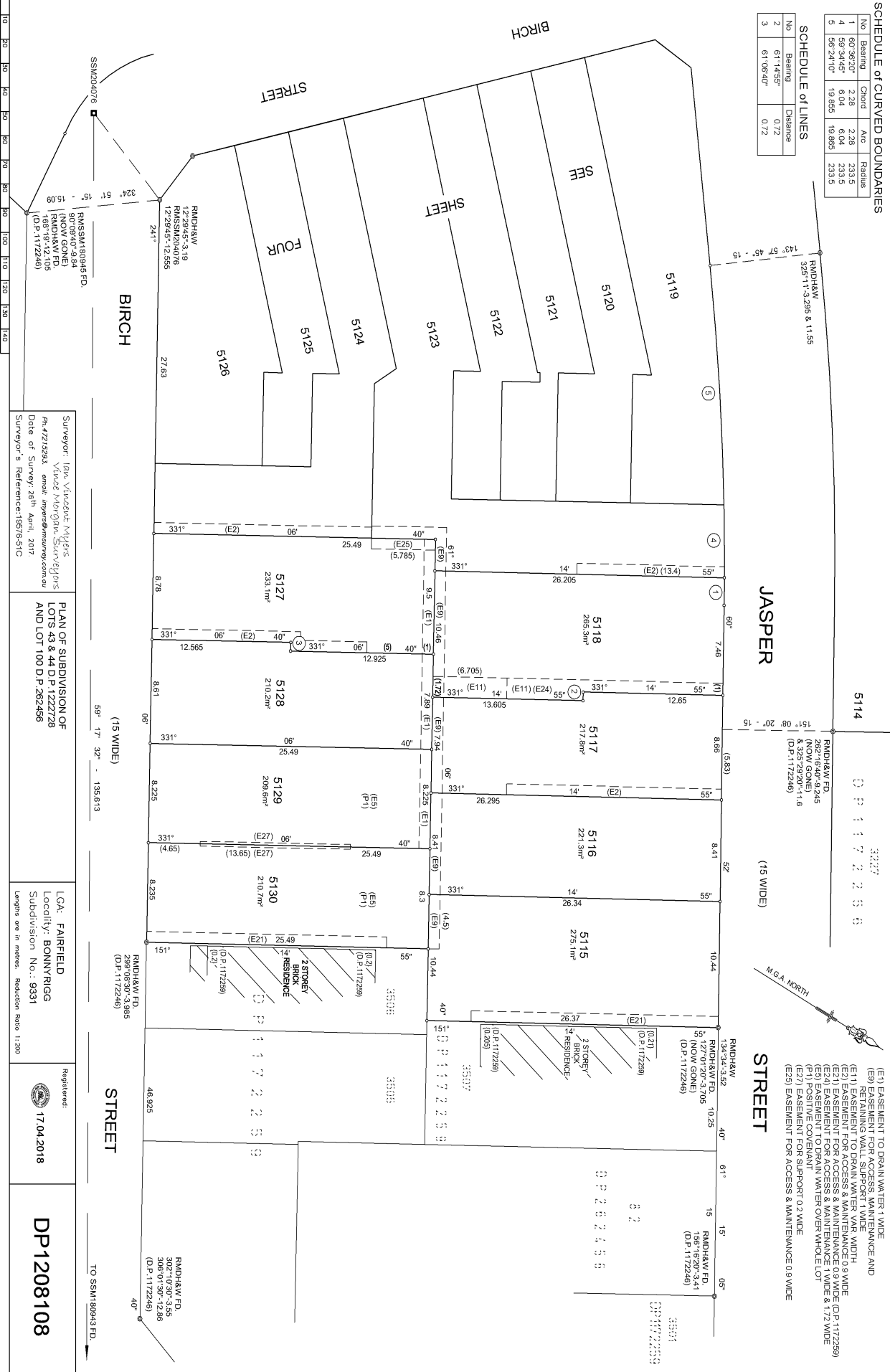
Sheet 3 of 4 sheets

SCHEDULE OF CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	60°36'30"	2.28	2.28	233.5
4	59°34'45"	6.04	6.04	233.5
5	59°24'10"	19.855	19.855	233.5

SCHEDULE OF LINES

No	Bearing	Distance
2	61°14'55"	0.72
3	61°06'40"	0.72



Surveyor: 10th, Vincent Myers
Firm: 47212583, email: myers@myers.com.au
Date of Survey: 28th April 2017
Surveyor's Reference: 15676-51C

PLAN OF SUBDIVISION OF
LOTS 43 & 44 D.P. 1222728
AND LOT 100 D.P. 262456

LGA: FAIRFIELD
Locality: BONNYRIGG
Subdivision No.: 9331
Lengths are in metres. Reduction Ratio 1:200

Registered:
17.04.2018

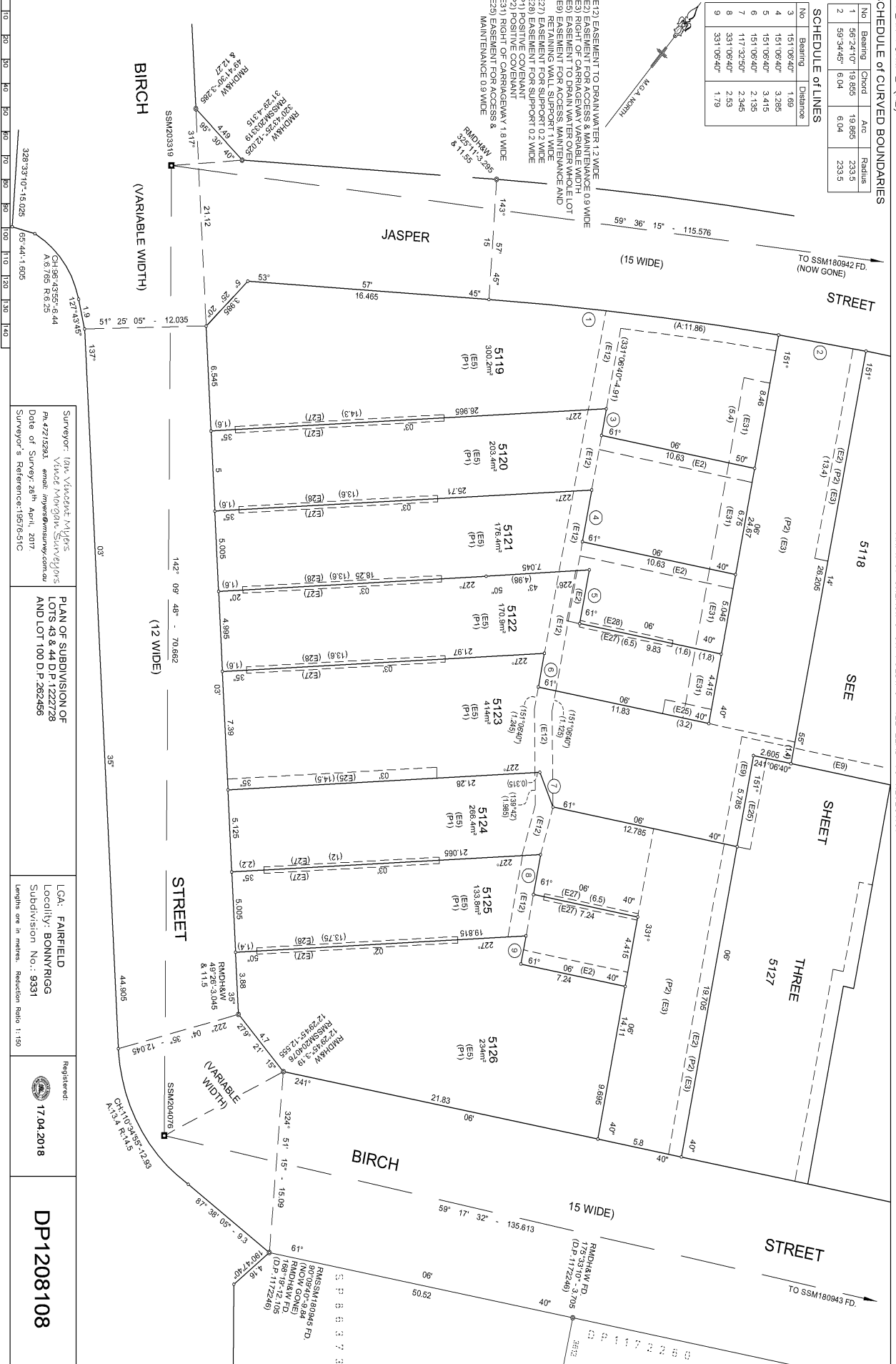
DP1208108

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

No	Bearing	Chord	Arc	Radius
1	56°24'10"	19.855	19.865	233.5
2	59°34'45"	6.04	6.04	233.5


SCHEDULE of LINES



No	Bearing	Distance
3	151°06'40"	1.69
4	151°06'40"	3.285
5	151°06'40"	3.415
6	151°06'40"	2.135
7	117°32'50"	2.345
8	331°06'40"	2.53
9	331°06'40"	1.79



Office of the Registrar-General / Src: InfoTrack / Ref: PS726102 Brendan
 PLAN FORM 062015) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheets
<p>Registered: 17.04.2018</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1208108</h1> <p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOTS 43 & 44 D.P.1222728 AND LOT 100 D.P.262456</p>	<p>L G A: FAIRFIELD</p> <p>Locality: BONNYRIGG</p> <p>Parish: ST LUKE</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I,in approving this plan certify Authorised Officer</p> <p>that all necessary approvals in regard to the allocation of the land shown hereon have been given.</p> <p>Signature</p> <p>Date:.....</p> <p>File No:</p> <p>Office:.....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 26th April, 2017.</p> <p>(b) The part of the land shown in the plan being (being/excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012.</p> <p>Signature: Dated: 26th April, 2017.</p> <p>Surveyor ID: 1682</p> <p>Datum Line: ('X'-Y') SSM176231 TO SSM168271</p> <p>Type: URBAN</p> <p>The terrain is level-undulating</p> <p>* Strike through if inapplicable.</p> <p>Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, WAYNE POPE</p> <p>*Authorised Person/General Manager/Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature: </p> <p>Accreditation Number.....</p> <p>Consent Authority FAIRFIELD CITY COUNCIL</p> <p>Date of endorsement 23 JANUARY 2018</p> <p>Subdivision Certificate Number 9331</p> <p>File Number DA 843.1/2012</p> <p>* strike through if inapplicable</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF BIRCH STREET AND THE EXTENSION OF JASPER STREET TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 5131 AS PUBLIC RESERVE.</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used:-</p> <p>D.P.1222728 D.P.262456 D.P.1172246 D.P.1182416 D.P.1182418 D.P.1155151 D.P.1172256 D.P.1172259 D.P.1172246</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>SURVEYOR'S REFERENCE: 19576-51C</p>	

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheets
Registered:  17.04.2018	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 43 & 44 D.P.1222728 AND LOT 100 D.P.262456		DP1208108
Subdivision Certificate No.: 9331 Date of Endorsement: 23 JANUARY 2018		
This sheet is for the provision of the following information as required: A schedule of lots and addresses – See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919. Signatures and seals – See 195D Conveyancing Act, 1919. Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:- <ol style="list-style-type: none"> 1. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2) 2. EASEMENT FOR ACCESS AND MAINTENANCE 1 & 1.72 WIDE (E24) 3. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E25) 4. EASEMENT FOR ACCESS AND MAINTENANCE 1 WIDE (E26) 5. EASEMENT TO DRAIN WATER 1 WIDE (E1) 6. EASEMENT TO DRAIN WATER VARIABLE WIDTH (E11) 7. EASEMENT TO DRAIN WATER OVER WHOLE LOT (E5) 8. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E4) 9. RESTRICTION ON THE USE OF LAND (R1) 10. RESTRICTION ON THE USE OF LAND (R2) 11. POSITIVE COVENANT (P1) 12. RESTRICTION ON THE USE OF LAND 13. EASEMENT FOR SUPPORT 0.2 WIDE (E27) 14. EASEMENT FOR SUPPORT 0.2 WIDE (E28) 15. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E3) 16. POSITIVE COVENANT (P2) 17. RIGHT OF CARRIAGEWAY 1.8 WIDE (E31) 18. EASEMENT FOR ACCESS, MAINTENANCE AND RETAINING WALL SUPPORT 1 WIDE (E9) 19. EASEMENT TO DRAIN WATER 1.2 WIDE (E12) 20. RESTRICTION ON THE USE OF LAND 		
STREET ADDRESSES NOT AVAILABLE		
SURVEYOR'S REFERENCE: 19576-51C		

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheets
Registered:  17.04.2018	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 43 & 44 D.P.1222728 AND LOT 100 D.P.262456		DP1208108 This sheet is for the provision of the following information as required: A schedule of lots and addresses – See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919. Signatures and seals – See 195D Conveyancing Act, 1919. Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.
Subdivision Certificate No.: 9331 Date of Endorsement: 23 JANUARY 2018		
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p>SIGNED BY ME <i>CARINA CARTER</i> AS DELEGATE FOR NEW SOUTH WALES LAND & HOUSING CORPORATION AND I HEREBY DECLARE I HAVE NO KNOWLEDGE OF REVOCATION OF SUCH DELEGATION IN THE PRESENCE OF:-</p> <p></p> </div> <div style="width: 45%; text-align: center;"> <p>..... SIGNATURE OF WITNESS</p> <p><i>Cynthia Herliach</i> NAME OF WITNESS</p> <p><i>14, 60 Station St Parramatta</i> ADDRESS OF WITNESS <i>NSW 2150</i></p> </div> </div>		
SURVEYOR'S REFERENCE: 19576-51C		

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 4 sheets

No.	Bearing	Distance	Description
A	32°50'50"	3.865	RMCH&W FD (DP 1182416)
B	65°02'30"	14.52	RMCH&W FD (DP 1182416)
C	338°10'20"	7.53	RMCH&W FD (DP 1182416)
D	102°43'45"	12.205	RMCH&W FD (DP 1182416)
E	23°17'15"	14.67	RMCH&W FD (DP 1182416)
F	268°57'40"	5.57	RMCH&W FD (DP 1182416)
G	102°54'55"	12.475	RMCH&W FD (DP 1182416)
H	205°45'30"	3.445	RMCH&W FD (DP 1182416)
I	18°34'25"	10.96	RMCH&W FD (DP 1182416)
J	182°32'	3.395	SM198246 FD (DP 1182416)
K	31°53'10"	1.89	RMCH&W FD (DP 1182416)

No.	Bearing	Chord	Avg. Radius
1	342°37'15"	16.09	166
2	316°55'05"	24.09	24.135
3	4°46'55"	75.365	184
4	129°12'15"	65.425	168.25
5	129°12'15"	65.425	168.25
6	18°57'50"	15.19	164
7	304°02'35"	21.315	101.25
8	338°45'00"	7.66	166

No.	Bearing	Distance
5	274°49'	5.225
6	192°33'	5.06

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
SSM176231	305 350 287	6 248 184 779	C	3	SCIMS
SSM168271	305 770 220	6 248 272 714	C	3	SCIMS
SSM168270	305 354 400	6 248 218 718	C	3	SCIMS
SSM198246	305 215 93	6 248 198 527	U	U	CAD TRAV
SSM198247	305 358 78	6 248 198 527	U	U	CAD TRAV
SSM198248	305 215 93	6 248 198 527	U	U	CAD TRAV
SSM203319	305 215 93	6 248 198 527	U	U	CAD TRAV
SSM198248	305 251 00	6 248 047 80	U	U	CAD TRAV

COMBINED SEA LEVEL AND SCALE FACTOR 1.000096
 SOURCE M.G.A. CO-ORDINATES ADOPTED FOR ESTABLISHED MARKS FROM 5 C.M.S. 5th February, 2017

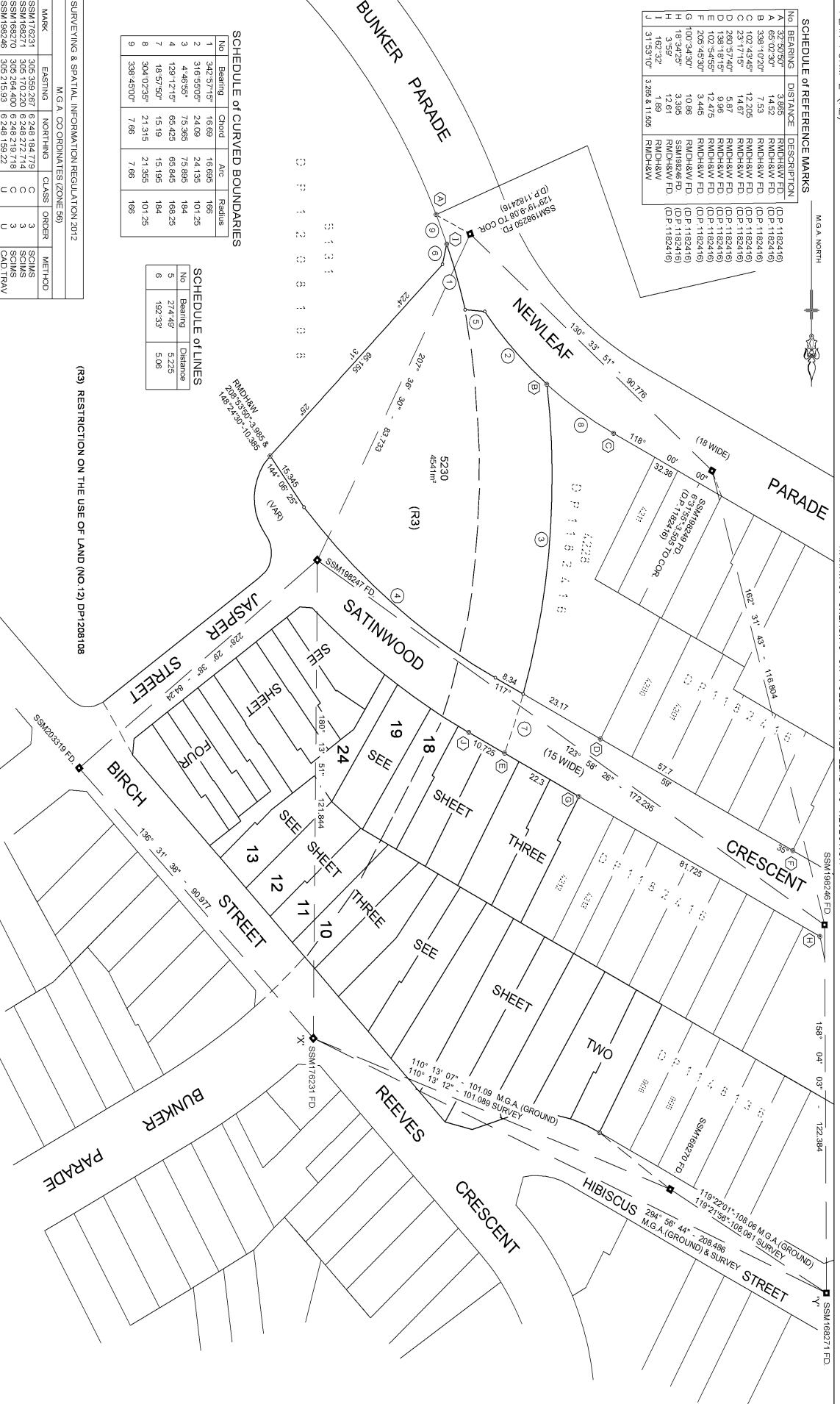
Surveyor: 10th Vincent Myers
 Date of Survey: 28th April, 2017
 Surveyor's Reference: 15876-52C

PLAN OF SUBDIVISION OF LOT 4227
 D.P. 1182416, LOT 5132 D.P. 1208108,
 BEING PL. OF THE LAND IN CT VOL. 13100
 CT VOL. 14156 FOL. 120

LGA: FAIRFIELD
 Locality: BONNYRIGG
 Subdivision No.: 9331
 Lengths are in metres. Reduction Ratio 1:500

Registered:
 24.04.2018
 DP1208109

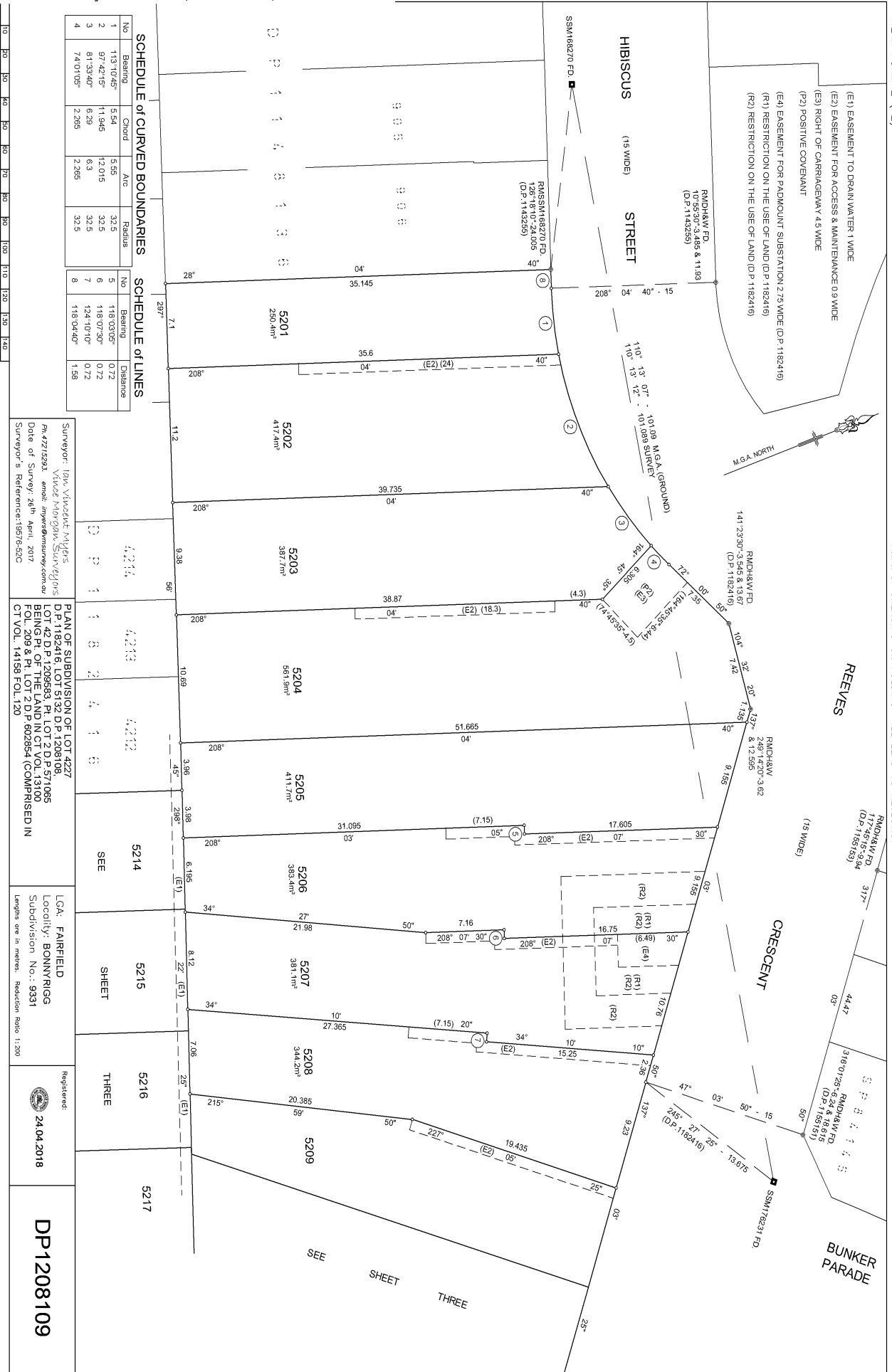
NOTATION & DESIGNATION (R3) ADDED VIDE 2018-1330



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 4 sheets



SCHEDULE of CURVED BOUNDARIES				SCHEDULE of LINES			
No	Bearing	Chord	Arc	No	Bearing	Distance	
1	113°10'45"	5.54	32.5	5	118°03'00"	0.72	
2	97°42'15"	11.945	32.5	6	118°07'30"	0.72	
3	81°33'40"	6.29	6.3	7	124°10'10"	0.72	
4	74°01'05"	2.265	32.5	8	118°04'40"	1.58	

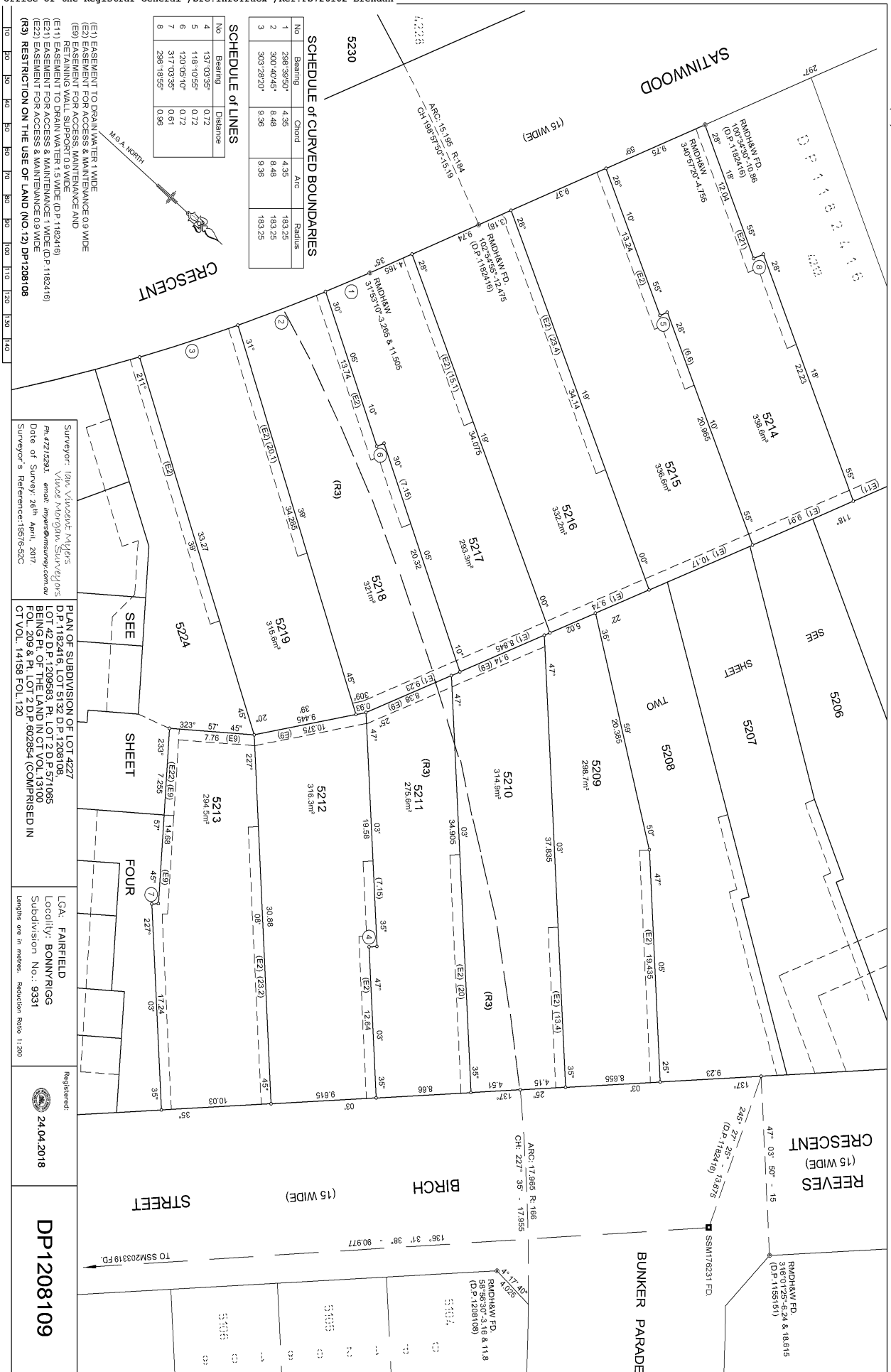
Surveyor: DAVID VINCIGUERRA
Folio: 1208109
Date of Survey: 28th April 2017
Surveyor's Reference: 15576-52C

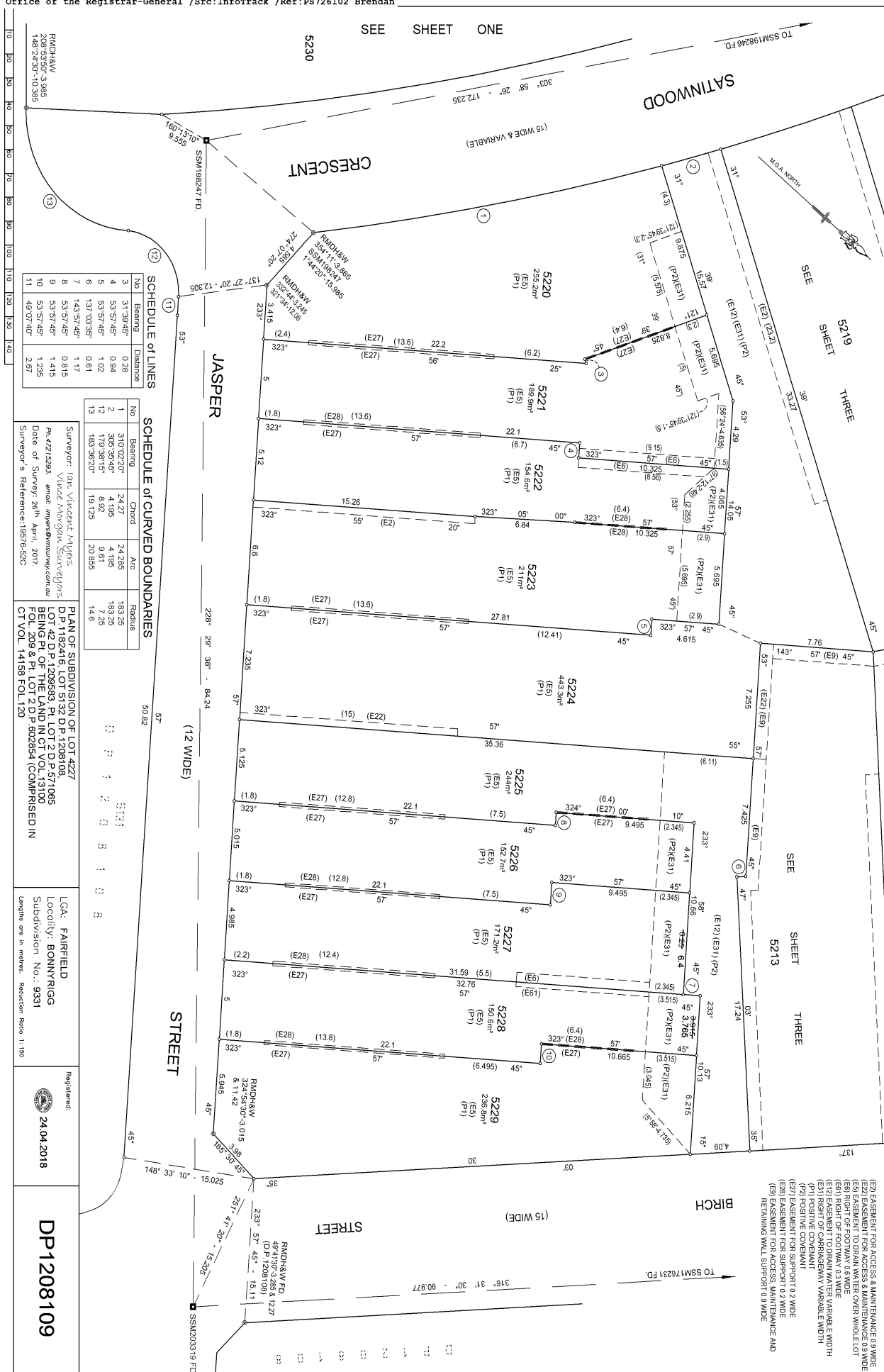
PLAN OF SUBDIVISION OF LOT 4227
D.P. 1182416, LOT 5132 D.P. 1208108,
LOT 42 D.P. 1208583, PL. LOT 2 D.P. 571065
BEING PL. OF THE LAND IN CT VOL. 13100
FOL. 208 & PL. LOT 2 D.P. 802854 (COMPRISED IN
CT VOL. 14158 FOL. 120


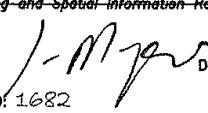
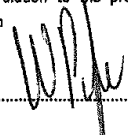
LGA: FAIRFIELD
Locality: BONNYRIGG
Subdivision No.: 9331
Lengths are in metres. Reduction Ratio 1:200


Registered:
24.04.2018



DP1208109



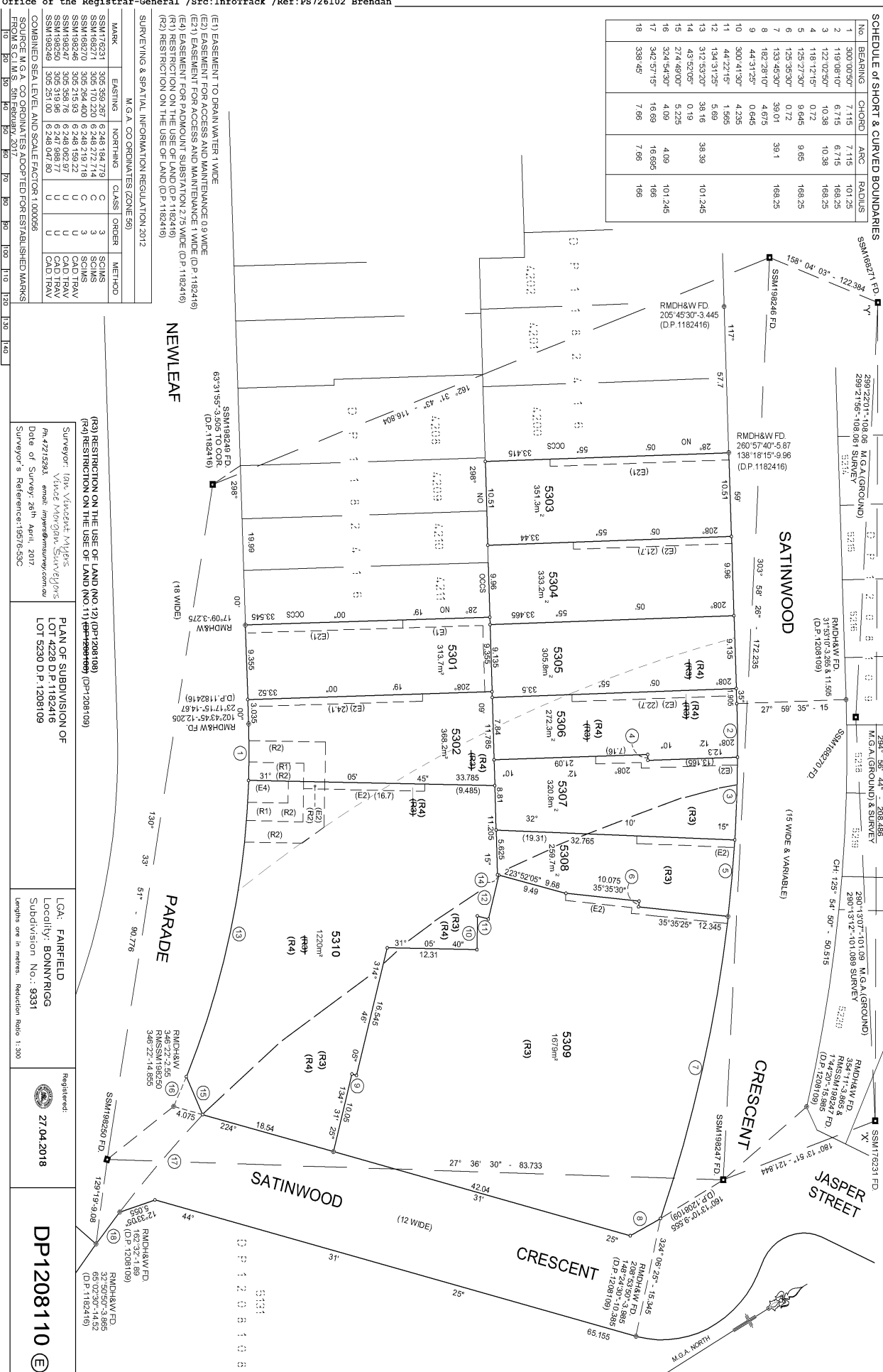


DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheets
<p>Registered:  24.04.2018 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1208109</h1>	
<p>PLAN OF SUBDIVISION OF LOT 4227 D.P.1182416, LOT 5132 D.P.1208108, LOT 42 D.P.1209583, Pt. LOT 2 D.P.571065 BEING Pt. OF THE LAND IN CT VOL.13100 FOL. 209 & Pt. LOT 2 D.P.602854 (Comprised in C.T. Vol. 14158 Fol. 120)</p>	<p>L G A: FAIRFIELD</p> <p>Locality: BONNYRIGG</p> <p>Parish: ST LUKE</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p><i>I,in approving this plan certify Authorised Officer</i></p> <p><i>that all necessary approvals in regard to the allocation of the land shown hereon have been given.</i></p> <p>Signature</p> <p>Date:.....</p> <p>File No:</p> <p>Office:.....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 26th April, 2017.</p> <p>(b) The part of the land shown in the plan being (being/excluding)</p> <p>..... was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012.</p> <p>Signature:  Dated: 26th April, 2017.</p> <p>Surveyor ID: 1682</p> <p>Datum Line: ('X'-Y') SSM176231 TO SSM168271</p> <p>Type: URBAN</p> <p>The terrain is level-undulating</p> <p>* Strike through if inapplicable.</p> <p>^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I <u>WAYNE POPE</u></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature: </p> <p>Accreditation Number.....</p> <p>Consent Authority <u>FAIRFIELD CITY COUNCIL</u></p> <p>Date of endorsement <u>23 JANUARY 2018</u></p> <p>Subdivision Certificate Number <u>9331</u></p> <p>File Number <u>DA 843.1/2012</u></p> <p>* strike through if inapplicable</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF SATINWOOD CRESCENT AND THE EXTENSION OF JASPER STREET TO THE PUBLIC AS PUBLIC ROAD.</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used:-</p> <p>D.P.1182416 D.P.1209583 D.P.1148136 D.P.1208108 D.P.1155151 D.P.1155153 D.P.1143255</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>SURVEYOR'S REFERENCE:19576-52C</p>	

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheets
<div style="display: flex; justify-content: space-between;"> <div>Registered:  24.04.2018</div> <div style="text-align: right;">Office Use Only</div> </div>	<div style="text-align: right;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin: 20px 0;">DP1208109</div>	
PLAN OF SUBDIVISION OF LOT 4227 D.P.1182416, LOT 5132 D.P.1208108, LOT 42 D.P.1209583, Pt. LOT 2 D.P.571065 BEING Pt. OF THE LAND IN CT VOL.13100 FOL. 209 & Pt. LOT 2 D.P.602854 (Comprised in C.T. Vol. 14158 Fol. 120)	This sheet is for the provision of the following information as required: A schedule of lots and addresses – See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919. Signatures and seals – See 195D Conveyancing Act, 1919. Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.	
Subdivision Certificate No.: 9331 Date of Endorsement: 23 JANUARY 2018		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2) 2. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E22) 3. EASEMENT TO DRAIN WATER 1 WIDE (E1) 4. EASEMENT TO DRAIN WATER VARIABLE WIDTH (E12) 5. EASEMENT TO DRAIN WATER OVER WHOLE LOT (E5) 6. RIGHT OF FOOTWAY 0.6 WIDE (E6) 7. RIGHT OF FOOTWAY 0.3 WIDE (E61) 8. RIGHT OF CARRIAGEWAY 4.5 WIDE (E3) 9. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E31) 10. POSITIVE COVENANT (P1) 11. RESTRICTION ON THE USE OF LAND 12. EASEMENT FOR SUPPORT 0.2 WIDE (E27) 13. EASEMENT FOR SUPPORT 0.2 WIDE (E28) 14. POSITIVE COVENANT (P2) 15. EASEMENT FOR ACCESS, MAINTENANCE AND RETAINING WALL SUPPORT 0.9 WIDE (E9) 16. RESTRICTION ON THE USE OF LAND <p style="text-align: center; margin-top: 40px;">STREET ADDRESSES NOT AVAILABLE</p>		
SURVEYOR'S REFERENCE: 19576-52C		


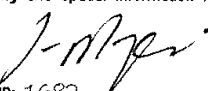
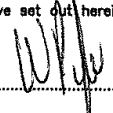
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheets
<p>Registered:  24.04.2018</p>	<p style="text-align: center; font-size: 1.2em;">Office Use Only</p> <div style="text-align: center; padding: 20px;"> <h1 style="margin: 0;">DP1208109</h1> </div>	
<p>PLAN OF SUBDIVISION OF LOT 4227 D.P.1182416, LOT 5132 D.P.1208108, LOT 42 D.P.1209583, Pt. LOT 2 D.P.571065 BEING Pt. OF THE LAND IN CT VOL.13100, FOL. 209 & Pt. LOT 2 D.P.602854 (Comprised in C.T. Vol. 1415B Fol. 120)</p>	<p>This sheet is for the provision of the following information as required:</p> <p>A schedule of lots and addresses – See 60(c) SSI Regulation 2012</p> <p>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919.</p> <p>Signatures and seals – See 195D Conveyancing Act, 1919.</p> <p>Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.</p>	
<p>Subdivision Certificate No.: 9331</p> <p>Date of Endorsement: 23 JANUARY 2018</p>	<div style="height: 300px; border: 1px solid black; margin-top: 10px;"></div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>SIGNED BY ME <u>CARINA CARTER</u> AS DELEGATE FOR NEW SOUTH WALES LAND & HOUSING CORPORATION AND I HEREBY DECLARE I HAVE NO KNOWLEDGE OF REVOCATION OF SUCH DELEGATION IN THE PRESENCE OF:-</p> <p>..... SIGNATURE OF WITNESS</p> <p><u>Cynthia Herkrah</u> NAME OF WITNESS</p> <p><u>Level 14, 60 Station St Penamatta</u> ADDRESS OF WITNESS</p> <p style="text-align: right;">NSW 2150</p> </div> <div style="width: 35%; text-align: center;">  </div> </div>		
<p>SURVEYOR'S REFERENCE: 19576-52C</p>		


SCHEDULE OF SHORT & CURVED BOUNDARIES					
NO.	BEARING	CHORD	ARC	RADII	
1	300.00°50'	7.415	7.115	101.25	
2	119.00°10'	6.715	6.715	168.25	
3	122.00°50'	10.38	10.38	168.25	
4	118.12°15'	0.72			
5	128.27°30'	9.645	9.65	168.25	
6	128.30°30'	0.72			
7	153.45°30'	39.01	38.1	168.25	
8	162.28°10'	4.875			
9	44.31°25'	0.845			
10	300.41°30'	4.235			
11	44.22°15'	1.565			
12	134.31°30'	5.69			
13	31°53°20'	38.16	38.39	101.245	
14	43.52°00'	0.19			
15	7.24°40°00'	5.225			
16	32.54°30'	4.69	4.09	101.245	
17	32.57°15'	16.89	16.895	166	
18	338°45'	7.66	7.66	166	






PLAN FORM 6(2013) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheets
<p>Registered:  27.04.2018 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>DP1208110</p>	
<p>PLAN OF SUBDIVISION OF LOT 4228 D.P.1182416 LOT 5230 D.P.1208109</p>	<p>L G A: FAIRFIELD</p> <p>Locality: BONNYRIGG</p> <p>Parish: ST LUKE</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I,in approving this plan certify Authorised Officer</p> <p>that all necessary approvals in regard to the allocation of the land shown hereon have been given.</p> <p>Signature</p> <p>Date:</p> <p>File No:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 26th April, 2017.</p> <p>(b) The part of the land shown in the plan being (being/excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012.</p> <p>Signature:  Dated: 26th April, 2017.</p> <p>Surveyor ID: 1682</p> <p>Datum Line: (X-Y) SSM176231 TO SSM168271</p> <p>Type: URBAN</p> <p>The terrain is level-undulating</p> <p>* Strike through if inapplicable.</p> <p>^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p>I, <u>WAYNE POPE</u></p> <p>*Authorised Person/General Manager/Accredited Officer, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature: </p> <p>Accreditation Number:</p> <p>Consent Authority <u>FAIRFIELD CITY COUNCIL</u></p> <p>Date of endorsement <u>23 JANUARY 2018</u></p> <p>Subdivision Certificate Number <u>9331</u></p> <p>File Number <u>DA 843.1/2012</u></p> <p>* strike through if inapplicable</p>		
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF SATINWOOD CRESCENT TO THE PUBLIC AS PUBLIC ROAD</p>	<p>Plans used:-</p> <p>D.P.1182416</p> <p>D.P.1208109</p> <p>If space is insufficient continue on PLAN FORM 6A</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>SURVEYOR'S REFERENCE:19576-53C</p>	

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheets
<p>Registered:  27.04.2018</p>	<p style="text-align: center;">Office Use Only</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">DP1208110</p>	
<p>PLAN OF SUBDIVISION OF LOT 4228 D.P.1182416 LOT 5230 D.P.1208109</p>	<p>This sheet is for the provision of the following information as required:</p> <p>A schedule of lots and addresses – See 60(c) SSI Regulation 2012</p> <p>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919.</p> <p>Signatures and seals – See 195D Conveyancing Act, 1919.</p> <p>Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.</p>	
<p>Subdivision Certificate No.: 9331</p> <p>Date of Endorsement: 23 JANUARY 2018</p>	<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2) 2. RESTRICTION ON THE USE OF LAND 3. RESTRICTION ON THE USE OF LAND 4. EASEMENT TO DRAIN WATER 1 WIDE (E1) <p style="text-align: center; margin-top: 100px;">STREET ADDRESSES NOT AVAILABLE</p>	
<p>SURVEYOR'S REFERENCE: 19576-53C</p>		

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheets
<p>Registered:  27.04.2018</p>	<p style="text-align: center;">Office Use Only</p> <p style="font-size: 2em; text-align: center; margin-top: 20px;">DP1208110</p>	
<p>PLAN OF SUBDIVISION OF LOT 4228 D.P.1182416 LOT 5230 D.P.1208109</p>	<p>This sheet is for the provision of the following information as required:</p> <p>A schedule of lots and addresses – See 60(c) SSI Regulation 2012</p> <p>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919.</p> <p>Signatures and seals – See 195D Conveyancing Act, 1919.</p> <p>Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.</p>	
<p>Subdivision Certificate No.: 9331</p> <p>Date of Endorsement: 23 JANUARY 2018</p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>SIGNED BY ME <u>CARINA CARTER</u> AS DELEGATE FOR NEW SOUTH WALES LAND & HOUSING CORPORATION AND I HEREBY DECLARE I HAVE NO KNOWLEDGE OF REVOCATION OF SUCH DELEGATION IN THE PRESENCE OF:-</p> <p></p> <p>..... SIGNATURE OF WITNESS</p> <p><u>Belinda Lambert</u> NAME OF WITNESS</p> <p><u>60 Station Street, Parramatta.</u> ADDRESS OF WITNESS</p> </div> <div style="width: 45%; text-align: center;">  </div> </div>		
<p>SURVEYOR'S REFERENCE: 19576-53C</p>		

ePlan

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:

DP1208108

**Full name and address
of the owner of the land:**

Plan of Subdivision of Lots 43 & 44 DP1222728
and Lot 100 DP262456

covered by Subdivision Certificate No 9331
dated 23 JANUARY 2018

NSW Land and Housing Corporation

223-239 Liverpool Road

ASHFIELD NSW 2131

(Sheet 1 of 19 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	Easement for Access and Maintenance 0.9 wide (E2)	5102 5105 5106 5107 5110 5111 5112 5113 5117 5120 5121 5122 5123 5124 5125 5127	5101 5103 5103 5106 5109 5112 5113 5114 5116 5119 5120 5121 5118 5127 5126 5128
2	Easement for Access and Maintenance 1 & 1.72 wide (E24)	5118	5117
3	Easement for Access & Maintenance 0.9 wide (E25)	5105 5106 5122 5123 5127	5104 5105 5123 5124 5123

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Fairfield City Council

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 NSW Land and Housing Corporation
 223-239 Liverpool Road
 ASHFIELD NSW 2131

(Sheet 2 of 19 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:
4	Easement for Access & Maintenance 1 wide (E26)	5103	5102
5	Easement to Drain Water 1 wide (E1)	5103 5112 5113 5127 5128 5129	5108 & 5111-5114 incl 5113 & 5114 5114 5123 5123, 5127, 5129 & 5130 5130
6	Easement to Drain Water variable width (E11)	5111 5118	5108 & 5112-5114 incl 5123 & 5127-5130 incl
7	Easement to Drain Water over whole lot (E5)	5107 5108 5119 5120 5121 5122 5123 5124 5125 5126 5129 5130	5108 5107 5120 5119 & 5121 5120 & 5122 5121 & 5123 5122 5125 5124 & 5126 5125 5130 5129

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(Sheet 3 of 19 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:
8	Easement for Padmount Substation 2.75 wide (E4)	5131	Epsilon Distribution Ministerial Holding Corporation
9	Restrictions on the use of land (R1)	Pt. 5131	Epsilon Distribution Ministerial Holding Corporation
10	Restrictions on the use of land (R2)	Pt. 5131	Epsilon Distribution Ministerial Holding Corporation
11	Positive Covenant (P1)	5107, 5108, 5119-5126 incl 5129 & 5130	Fairfield City Council
12	Restrictions on the use of land	Each lot except Lots 5113, 5114, 5124 to 5126 incl and 5128	Every other lot except Lots 5113, 5114, 5124 to 5126 incl and 5128



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(Sheet 4 of 19 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:
13	Easement for support 0.2 wide (E27)	5107 5108 5119 5120 5121 5122 5123 5124 5125 5126 5129 5130	5108 5107 5120 5119 5120 5121 5122 5122 5125 5124 5125 5130 5129
14	Easement for support 0.2 wide (E28)	5120 5121 5122 5125	5121 5122 5123 5126
15	Right of carriageway variable width (E3)	5123 5124	5119-5122 incl 5125 & 5126
16	Positive covenant (P2)	5119-5126	Fairfield City Council
17	Right of carriageway 1.8 wide (E31)	5119 5120 5121 5122	5120-5123 incl 5119, 5121, 5122, 5123 5120, 5122, 5123 5121, 5123

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ASHFIELD NSW 2131

(Sheet 5 of 19 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:
18	Easement for Access Maintenance and Retaining Wall Support 1 wide (E9)	5101 5102 5103 5108 5109 5110 5115 5116 5117 5118 5123	5112 5111 & 5112 5108 & 5111 5111 5111 5111 5130 5129 & 5130 5128 & 5129 5127 & 5128 5127
19	Easement to Drain Water 1.2 wide (E12)	5119 5120 5121 5122 5123 5124 5125 2125	5120-5126 incl 5121-5126 incl 5122-5126 incl 5123-5126 incl 5124-5126 incl 5125 & 5126 5126
20	Restriction on the Use of Land	5104, 5110 5119 & 5126	Fairfield City Council



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(Sheet 6 of 19 Sheets)

Part 2 (Terms)

- 1. Terms of Easement for Access & Maintenance 0.9 wide (E2) & (E25), 1 & 1.72 wide (E24) and 1 wide (E26) firstly, secondly, thirdly and fourthly referred to in abovementioned plan**

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from the time and at all times to enter upon the lot burdened and to remain there for any reasonable time with any tools, implements or machinery necessary for the propose of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the lot burdened and to remain there for any reasonable time for the said purpose and the registered proprietor for the time being of the lot hereby burdened shall not erect or permit to be erected any building or other structure of any kind or description on or over the said easement with the exception of the eave and gutter of any main building erected on the subject lot and any underground utility services appurtenant to such main building.

- 2. Terms of Easement to Drain Water over whole lot (E5) numbered seven in abovementioned plan**

An easement to drain storm water to permit the storm water from the roof of the benefited lot across the roof, along the guttering and through the storm water pipes of the affected lot while the building erected on the benefited lot at the time of granting this easement shall remain on the lot benefited.



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Part 2 (Terms)

3. Terms of Easement for Padmount Substation (E4) 2.75 wide numbered eight in the abovementioned plan

The terms set out in Memorandum N° AK104621 registered at Land & Property Information NSW are incorporated into this document subject to changing Endeavour Energy to Epsilon Distribution Ministerial Holding Corporation.

4. Terms of Restriction on the Use of Land (R1) numbered nine in the abovementioned plan

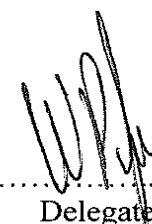
4.1 Definitions:

4.1.1 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530;

4.1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls;

4.1.3 erect includes construct, install, build and maintain;

4.1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.



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(Sheet 8 of 19 Sheets)

Part 2 (Terms)

- 4.2 No building shall be erected or permitted to remain within the restriction site unless:
- 4.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating; and
 - 4.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating; and
 - 4.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 4.3 The fire ratings mentioned in clause 4.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.



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Fairfield City Council

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(Sheet 9 of 19 Sheets)

Part 2 (Terms)

4.4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

5. Terms of Restriction on the Use of Land (R2) numbered ten in the abovementioned plan

5.1 Definitions:

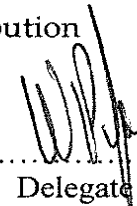
5.1.1 **erect** includes construct, install, build and maintain.

5.1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.

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

5.3 Lessee of Epsilon Distribution Ministerial Holding Corporation 's Distribution System

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



Delegate

Fairfield City Council

ePlan

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(Sheet 10 of 19 Sheets)

Part 2 (Terms)

5.3.2. The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

6. Terms of Positive Covenant (P1) numbered eleven in the abovementioned plan

The registered proprietors of the burdened lots covenant with the Council that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:-

6.1 The registered proprietor will:-

- (a) keep the structure and works clean and free from silt, rubbish and debris;
- (b) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

6.2 For the purpose of ensuring observance of the covenant, the Council may by its servants or agents at any reasonable time of the day upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction, maintenance or repair of the structure and works on the land.

6.3 By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to the extent Section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

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Delegate

Fairfield City Council

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(Sheet 11 of 19 Sheets)

Part 2 (Terms)

- 6.4 Pursuant to Section 88F(3) of the Act, the authority shall have the following additional powers pursuant to this covenant:-
- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 6.3 hereof;
 - (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:-
 - (i) any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work;
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act, or providing any certificate required pursuant to Section 88G of the Act, or obtaining any injunction pursuant to Section 88H of the Act.
- 6.5 This covenant shall bind all persons who claim under the registered proprietors as stipulated in Section 88E(5) of the Act.

.....
Delegate

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(Sheet 12 of 19 Sheets)

Part 2 (Terms)

For the purposes of this covenant:-

Structure and works shall mean the stormwater drainage system constructed on the land including all roof gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to control stormwater on the land.

7. Terms of Restrictions on the Use of Land numbered twelve in abovementioned plan

7.1 No fence shall be erected on any lot without the prior written consent of NSW Land & Housing Corporation but such consent shall be deemed to be given in respect of any fence which is erected without expense to NSW Land & Housing Corporation and:

- (a) is in accordance with the Dividing Fences Act 1991;
- (b) complies with this Restriction on the Use of Land, or
- (c) is of the same materials, colour, style, appearance and characteristics, or is consistent with, the current or previously existing fence (as the case may be).

7.2 Right to Vary

NSW Land & Housing Corporation shall have the right to release, vary or modify Restriction on the Use of Land numbered 12 in the abovementioned plan until the latter of:

- (a) the date being five years from the date of registration of the plan to which this instrument relates; or
- (b) the date on which NSW Land & Housing Corporation ceases to own a lot within the deposited plan to which this instrument relates.

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(Sheet 13 of 19 Sheets)

Part 2 (Terms)

8. Terms of Easement for support 0.2 wide (E27) and (E28) numbered thirteen and fourteen in the abovementioned plan

8.1 Right to enjoy support

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to have the footings, wall, building, structure, appurtenances and any other improvements erected or to be erected on the lot benefited (including the soil of the lot benefited)

("Benefited Support Structures") supported and upheld (vertically and horizontally) by the footing, wall, building, structures, appurtenances and any other improvements erected on or to be erected on that part of the lot burdened shown as (E27) & (E28) (including the soil of that part of the lot burdened) ("Burdened Support Structures"), but only to the extent the Benefited Support Structures derive support from the Burdened Support Structures.

8.2 Maintenance and repair

For the purposes of section 88BA of the *Conveyancing Act, 1919 (NSW)*, the owner of the lot benefited must maintain and repair the Benefited Support Structures.

8.3 Failure to comply

If :-

- (a) the owner of the lot benefited does not comply with its obligations under clause 8.2 ("Maintenance and repair") within 7 days after being requested to do so; or

.....
Delegate

Fairfield City Council

ePlan

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:

DP1208108

**Full name and address
of the owner of the land:**

Plan of Subdivision of Lots 43 & 44 DP1222728
and Lot 100 DP262456
covered by Subdivision Certificate No 9331
dated 23 JANUARY 2018
NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

(Sheet 14 of 19 Sheets)

Part 2 (Terms)

- (b) there is an emergency (in which event no notice is required) and the owner of the lot Benefited has not complied with its obligations under clause 8.2 ("Maintenance and repair"),

the owner of the lot burdened may carry out the relevant work and recover the costs from the owner of the lot benefited as a debt. In carrying out the work, the owner of the lot burdened must:

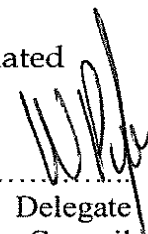
- (a) unless it is an emergency, give reasonable notice to the owner of the lot benefited of its intention to carry out work; and
- (b) ensure all work is done properly; and
- (c) cause a little interference as possible to the owner and any occupier of the lot benefited; and
- (d) cause as little damage as practicable to the lot benefited and any improvements on
- (e) make good any collateral damage.

9. Terms of Positive Covenant (P2) numbered sixteen in the abovementioned plan

9.1 The registered proprietor of the lot(s) hereby burdened will in respect of the rights of carriage way (E3) and (E31) numbered fifteen and seventeen in the abovementioned plan:

9.1.1 Maintain the driveway surface and any associated drainage system in reasonable working condition;

9.1.2 Repair and/ or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition; and



.....
Delegate
Fairfield City Council

ePlan

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DP1208108

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NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

(Sheet 15 of 19 Sheets)

Part 2 (Terms)

9.1.3 Share the costs of the above works equally (or proportionally to usage) with all other registered proprietors of other lots similarly burdened by this covenant.

10. Terms of Easement for Access, Maintenance & Retaining Wall Support 1 wide (E9) numbered eighteen in the abovementioned plan

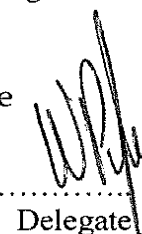
10.1 The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to enter upon the lot burdened and to remain there for any reasonable time with tools, implements or machinery necessary for the purpose of renewing, replacing, painting, repairing and maintaining the retaining wall adjacent to the easement and to enter upon the lot burdened and to remain there for any reasonable time for the said purpose.

10.2 The owner of the lot burdened must not:

- (a) interfere with the retaining wall or the support it offers, or
- (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.

10.3 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.

10.4 If the owner of the lot burdened does not comply with the notice set out in clause 10.3 within 14 days, the owner of the lot benefited may:



.....
Delegate
Fairfield City Council

ePlan

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:

DP1208108

**Full name and address
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Plan of Subdivision of Lots 43 & 44 DP1222728
and Lot 100 DP262456
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NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

(Sheet 16 of 19 Sheets)

Part 2 (Terms)

- (a) enter the lot burdened and repair the damage or remove the impairment, and
- (b) recover its reasonable costs from the owner of the lot burdened.

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

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

11. Terms of Restriction on the use of land numbered twenty in the abovementioned plan

No fence shall be erected on the lot burdened without Council approval and unless such fence is in accordance with the Bonnyrigg Masterplan and Fencing Strategy therein.

Name of Authority empowered to release, vary or modify terms of Easements and Restrictions eighthly, ninthly and tenthly referred to in the abovementioned plan

Epsilon Distribution Ministerial Holding Corporation.

Name of Authority whose consent is required to release, vary or modify terms of Easements and Positive Covenants numbered five, six, seven, eleven, seventeen, eighteen, nineteen and twenty in the abovementioned plan

Fairfield City Council.



.....
Delegate

Fairfield City Council

ePlan

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:


DP1208108


Full name and address
of the owner of the land:

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covered by Subdivision Certificate N° 9331
dated 23 January 2018
NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

17 19
(Sheet 16 of 18 Sheets)

Signed on behalf of Endeavour Energy
ABN 59 253 130 878
by its Attorney pursuant to Power of Attorney
Book 4705 N° 566
in the presence of:



.....
Signature of Witness


.....
Signature of Attorney
Name: Helen Smith
Position: Manager Property & Fleet

NATASHA ISSAC
.....
Name of Witness

5 June 2017
.....
Date of Execution
Ref: URS16515

c/-Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148


.....
Delegate
Fairfield City Council

Ref: B19576-51C_01

ePlan

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.

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DP1208108

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NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

(Sheet 18 of 19 Sheets)


Signed by me CARINA CARTER
as Delegate of the **New South Wales Land
& Housing Corporation** and I hereby
declare that I have no notice of revocation
of such delegation in the presence of:


Signature of Witness


New South Wales Land & Housing Corporation
By its Delegate

Cynthia Herkra R
Name of Witness

Level 14, 60 Station St Panamatta
Address of Witness NSW 2150


Delegate
Fairfield City Council

ePlan

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.

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DP1208108

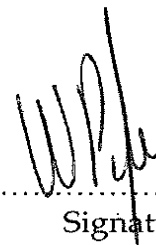
Full name and address
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NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

(Sheet 19 of 19 Sheets)

Fairfield City Council by its authorised delegate pursuant to S377 Local Government Act 1919.

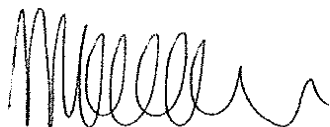
I certify and I am an eligible witness and that
the delegate signed in my presence



Signature of Delegate

WAYNE POPE

Name of Delegate



Signature of Witness

MONICA CHEA

Name of Witness

SUBDIVISION ENGINEER

Position of Delegate
Fairfield City Council

86 AVOCA ROAD, WAKELEY

Address of Witness

REGISTERED



17.04.2018

ePlan

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:

DP1208109

Plan of Subdivision of Lot 4227 DP1182416,
 Lot 5132 DP1208108, Lot 42 DP1209583,
 Pt. Lot 2 DP571065 being Pt. of the land in
 CT Vol. 13100 Fol. 209 & Pt. Lot 2 DP 602854
 covered by Subdivision Certificate N^o 9331
 dated 23 JANUARY 2018

**Full name and address
 of the owner of the land:**

NSW Land and Housing Corporation
 223-239 Liverpool Road
 ASHFIELD NSW 2131

(Sheet 1 of 16 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	Easement for Access and Maintenance 0.9 wide (E2)	5202 5204 5206 5207 5208 5209 5210 5211 5212 5213 5215 5216 5217 5218 5219 5224 5223	5201 5203 5205 5206 5207 5208 5209 5210 5211 5212 5214 5215 5216 5217 5218 5219 5222
2	Easement for Access and Maintenance 0.9 wide (E22)	5213 5224	5224 5225

.....
 Delegate
 Fairfield City Council

ePlan

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DP1208109

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 dated 23 JANUARY 2018

**Full name and address
 of the owner of the land:**

NSW Land and Housing Corporation
 223-239 Liverpool Road
 ASHFIELD NSW 2131

(Sheet 2 of 16 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:
3	Easement to Drain Water 1 wide (E1)	5214 5215 5216 5217 5218	5215-5219 incl 5216-5219 incl 5217-5219 incl 5218 & 5219 5219
4	Easement to Drain Water variable width (E12)	5224 5225	5220-5223 incl 5226-5229 incl
5	Easement to Drain Water over whole lot (E5)	5220 5221 5222 5223 5224 5225 5226 5227 5228 5229	5221 5220 & 5222 5221 5224 5223 5226 5225 & 5227 5226 & 5228 5227 & 5229 5228

.....
 Delegate

Fairfield City Council

ePlan

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:

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Plan of Subdivision of Lot 4227 DP1182416,
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Full name and address
 of the owner of the land:

NSW Land and Housing Corporation
 223-239 Liverpool Road
 ASHFIELD NSW 2131

(Sheet 3 of 16 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:
6	Right of Footway 0.6 wide (E6)	5227 5221 5222	5228 5222 5221
7	Right of Footway 0.3 wide (E61)	5228	5227
8	Right of carriageway 4.5 wide (E3)	5204	5203
9	Right of Carriageway variable width (E31)	5224 5225 5226 5227 5228 5229	5220-5223 incl 5226-5229 incl 5225 & 5227 5225, 5226 & 5228 5225, 5226, 5227 & 5229 5225-5228 incl

.....
 Delegate

Fairfield City Council

ePlan

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:

DP1208109

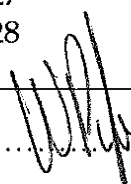
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NSW Land and Housing Corporation
 223-239 Liverpool Road
 ASHFIELD NSW 2131

**Full name and address
 of the owner of the land:**

(Sheet 4 of 16 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:
9 continued	Right of Carriageway variable width (E31)	5220 5221 5222 5223	5221 5220 5223, 5224 5222, 5224
10	Positive Covenant (P1)	5220-5229 incl	Fairfield City Council
11	Restriction on the Use of Land	Each Lot except Lots 5209, 5212, 5219 and 5225 to 5229 incl	Every other lot except Lots 5209, 5212, 5219 and 5225 to 5229 incl
12	Easement for support 0.2 wide (E27)	5220 5221 5222 5223 5224 5225 5226 5227 5228 5229	5221 5220 5221 5224 5223 5226 5225 5226 5227 5228

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 Delegate
 Fairfield City Council

ePlan

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Plan:

DP1208109

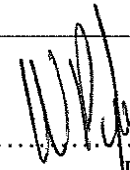
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 NSW Land and Housing Corporation
 223-239 Liverpool Road
 ASHFIELD NSW 2131

Full name and address
 of the owner of the land:

(Sheet 5 of 16 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:
13	Easement for support 0.2 wide (E28)	5221 5222 5223 5226 5227 5228	5222 5223 5222 5227 5228 5229
14	Positive Covenant (P2)	5204 & 5220-5229 incl	Fairfield City Council
15	Easement for Access Maintenance and Retaining Wall Support 0.9 wide (E9)	5210 5211 5212 5213	5217 & 5218 5218 5218 & 5219 5224 & 5225
16	Restriction on the Use of Land	5220 & 5229	Fairfield City Council



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 Delegate
 Fairfield City Council

ePlan

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dated 23 JANUARY 2018
NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

**Full name and address
of the owner of the land:**

(Sheet 6 of 16 Sheets)

Part 2 (Terms)

1. Terms of Easement for Access & Maintenance 0.9 wide (E2) numbered one & (E22) numbered two in abovementioned plan

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from the time and at all times to enter upon the lot burdened and to remain there for any reasonable time with any tools, implements or machinery necessary for the propose of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the lot burdened and to remain there for any reasonable time for the said purpose and the registered proprietor for the time being of the lot hereby burdened shall not erect or permit to be erected any building or other structure of any kind or description on or over the said easement with the exception of the eave and gutter of any main building erected on the subject lot and any underground utility services appurtenant to such main building.

2. Terms of Easement to Drain Water over whole lot (E5) numbered five in abovementioned plan

An easement to drain storm water to permit the storm water from the roof of the benefited lot across the roof, along the guttering and through the storm water pipes of the affected lot while the building erected on the benefited lot at the time of granting this easement shall remain on the lot benefited.



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Delegate

Fairfield City Council

ePlan

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NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

**Full name and address
of the owner of the land:**

(Sheet 7 of 16 Sheets)

Part 2 (Terms)

3. Terms of Positive Covenant (P1) numbered ^{tenthly}~~twelve~~ in the abovementioned plan

The registered proprietors of the burdened lots covenant with the Council that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:-


3.1 The registered proprietor will:-

- (a) keep the structure and works clean and free from silt, rubbish and debris;
- (b) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

3.2 For the purpose of ensuring observance of the covenant, the Council may by its servants or agents at any reasonable time of the day upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction, maintenance or repair of the structure and works on the land.

3.3 By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to the extent Section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

3.4 Pursuant to Section 88F(3) of the Act, the authority shall have the following additional powers pursuant to this covenant:-



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Delegate
Fairfield City Council

ePlan

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223-239 Liverpool Road
ASHFIELD NSW 2131

Full name and address
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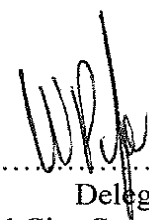
(Sheet 8 of 16 Sheets)

Part 2 (Terms)

- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 3 hereof;
- (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:-
 - (i) any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work;
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act, or providing any certificate required pursuant to Section 88G of the Act, or obtaining any injunction pursuant to Section 88H of the Act.

3.5 This covenant shall bind all persons who claim under the registered proprietors as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant:-



.....
Delegate
Fairfield City Council

ePlan

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.

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**Full name and address
of the owner of the land:**

(Sheet 9 of 16 Sheets)

Part 2 (Terms)

Structure and works shall mean the stormwater drainage system constructed on the land including all roof gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to control stormwater on the land.

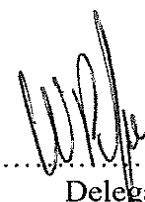
4. Terms of Restrictions on the Use of Land numbered eleven in abovementioned plan

4.1 No fence shall be erected on any lot without the prior written consent of NSW Land & Housing Corporation but such consent shall be deemed to be given in respect of any fence which is erected without expense to NSW Land & Housing Corporation and:

- (a) is in accordance with the Dividing Fences Act 1991;
- (b) complies with this Restriction on the Use of Land, or
- (c) is of the same materials, colour, style, appearance and characteristics, or is consistent with, the current or previously existing fence (as the case may be).

4.2 NSW Land & Housing Corporation shall have the right to release, vary or modify Restriction on the Use of Land numbered 11 in the abovementioned plan until the latter of:

- (a) the date being five years from the date of registration of the plan to which this instrument relates; or
- (b) the date on which NSW Land & Housing Corporation ceases to own a lot within the deposited plan to which this instrument relates.



Delegate

Fairfield City Council

ePlan

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.

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NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

Full name and address
of the owner of the land:

(Sheet 10 of 16 Sheets)

Part 2 (Terms)

5. Terms of Easement for support 0.2 wide (E27) and (E28) numbered twelve and thirteen in the abovementioned plan

5.1 Right to enjoy support

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of the lot benefited with which the right is capable of enjoyment , and every person authorised by any of those persons to have the footings, wall, building, structure, appurtenances and any other improvements erected or to be erected on the lot benefited (including the soil of the lot benefited)

("Benefited Support Structures") supported and upheld (vertically and horizontally) by the footing, wall, building, structures, appurtenances and any other improvements erected on or to be erected on that part of the lot burdened shown as (E27) & (E28) (including the soil of that part of the lot burdened) ("Burdened Support Structures"), but only to the extent the Benefited Support Structures derive support from the Burdened Support Structures.

5.2 Maintenance and repair

For the purposes of section 88BA of the *Conveyancing Act, 1919 (NSW)*, the owner of the lot benefited must maintain and repair the Benefited Support Structures.

5.3 Failure to comply

If :-



Delegate

Fairfield City Council

ePlan

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:

DP1208109

Plan of Subdivision of Lot 4227 DP1182416,
Lot 5132 DP1208108, Lot 42 DP1209583,
Pt. Lot 2 DP571065 being Pt. of the land in
CT Vol. 13100 Fol. 209 & Pt. Lot 2 DP 602854
covered by Subdivision Certificate No 9331
dated 23 JANUARY 2018
NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

**Full name and address
of the owner of the land:**

(Sheet 11 of 16 Sheets)

Part 2 (Terms)

- (a) the owner of the lot benefited does not comply with its obligations under clause 5.2 ("Maintenance and repair") within 7 days after being requested to do so; or
- (b) there is an emergency (in which event no notice is required) and the owner of the lot Benefited has not complied with its obligations under clause 5.2 ("Maintenance and repair"),

the owner of the lot burdened may carry out the relevant work and recover the costs from the owner of the lot benefited as a debt. In carrying out the work, the owner of the lot burdened must:

- (a) unless it is an emergency, give reasonable notice to the owner of the lot benefited of its intention to carry out work; and
- (b) ensure all work is done properly; and
- (c) cause a little interference as possible to the owner and any occupier of the lot benefited; and
- (d) cause as little damage as practicable to the lot benefited and any improvements on
- (e) make good any collateral damage.

6. Terms of Positive Covenant (P2) numbered fourteen in the abovementioned plan

The registered proprietor of the lot(s) hereby burdened will in respect of the rights of carriage way (E3) and (E31) numbered eight and nine in the abovementioned plan:



.....
Delegate

Fairfield City Council

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223-239 Liverpool Road
ASHFIELD NSW 2131

**Full name and address
of the owner of the land:**

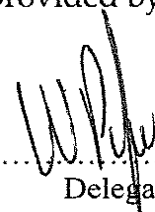
(Sheet 12 of 16 Sheets)

Part 2 (Terms)

- 6.1 Maintain the driveway surface and any associated drainage system in reasonable working condition;
- 6.2 Repair and/ or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition; and
- 6.3 Share the costs of the above works equally (or proportionally to usage) with all other registered proprietors of other lots similarly burdened by this covenant.

7. Terms of Easement for Access, Maintenance & Retaining Wall Support 0.9 wide (E9) numbered fifteen in the abovementioned plan

- 7.1 The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to enter upon the lot burdened and to remain there for any reasonable time with tools, implements or machinery necessary for the purpose of renewing, replacing, painting, repairing and maintaining the retaining wall adjacent to the easement and to enter upon the lot burdened and to remain there for any reasonable time for the said purpose.
- 7.2 The owner of the lot burdened must not:
 - (a) interfere with the retaining wall or the support it offers, or
 - (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.


.....
Delegate

Fairfield City Council

ePlan

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223-239 Liverpool Road
ASHFIELD NSW 2131

**Full name and address
of the owner of the land:**

(Sheet 13 of 16 Sheets)

Part 2 (Terms)

- 7.3 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.
- 7.4 If the owner of the lot burdened does not comply with the notice set out in clause 7.3 within 14 days, the owner of the lot benefited may:
- (a) enter the lot burdened and repair the damage or remove the impairment, and
 - (b) recover its reasonable costs from the owner of the lot burdened.
- 7.5 In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.



.....
Delegate
Fairfield City Council

ePlan

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NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

**Full name and address
of the owner of the land:**

(Sheet 14 of 16 Sheets)

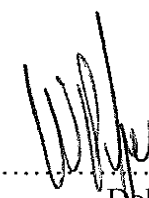
Part 2 (Terms)

8. Terms of Restriction on the use of land numbered sixteen in the abovementioned plan

No fence shall be erected on the lot burdened without Council approval and unless such fence is in accordance with the Bonnyrigg Masterplan and Fencing Strategy therein.

Name of Authority empowered to release, vary or modify terms of Easements and Positive Covenants numbered three, four, five, ten, fourteen, fifteen and sixteen in the abovementioned plan

Fairfield City Council.



.....
Delegate

Fairfield City Council

ePlan

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covered by Subdivision Certificate No 9331
dated 23 JANUARY 2018
NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

Full name and address
of the owner of the land:

Signed by me *CARINA CARTER*
as Delegate of the New South Wales Land
& Housing Corporation and I hereby
declare that I have no notice of revocation
of such delegation in the presence of:

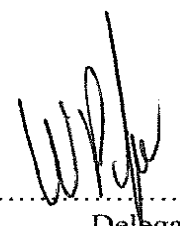
(Sheet 15 of 16 Sheets)


.....
Signature of Witness

Cynthia Herkroth
.....
Name of Witness

20/77-79 Belmont St Silverland 2232
.....
Address of Witness


.....
New South Wales Land & Housing Corporation
By its Delegate


.....
Delegate
Fairfield City Council

ePlan

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Full name and address
of the owner of the land:

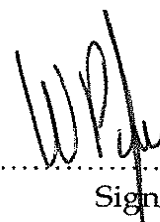
(Sheet 16 of 16 Sheets)

Fairfield City Council by its authorised delegate pursuant to S377 Local Government Act 1919.

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



Signature of Witness



Signature of Delegate

WAYNE POPE

Name of Delegate

MONICA CHEA

Name of Witness

SUBDIVISION ENGINEER

Position of Delegate
Fairfield City Council

86 AVOCA ROAD, WAKELEY

Address of Witness

REGISTERED



24.04.2018

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: DP1208110

Plan of Subdivision of Lot 4228 DP1182416 &
 Lot 5230 DP1208108 covered by Subdivision
 Certificate No 9331 dated 23 JANUARY 2018

**Full name and address
 of the owner of the land:**

NSW Land and Housing Corporation
 223-239 Liverpool Road
 ASHFIELD NSW 2131

(Sheet 1 of 5 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	Easement for Access and Maintenance 0.9 wide (E2)	5302 5304 5306 5307 5308 5309 5310	5301 5303 5305 5306 5307 5308 5302
2	Restriction on the Use of Land	Each Lot except Lots 5301 and 5303	Every other Lot except Lots 5301 and 5303
3	Restriction on the Use of Land	5309 & 5310	Fairfield City Council
4	Easement to Drain Water 1 wide (E1)	5301	5302



.....
 Delegate
 Fairfield City Council

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: DP1208110

Plan of Subdivision of Lot 4228 DP1182416 &
Lot 5230 DP1208108 covered by Subdivision
Certificate N^o 9331 dated 23 JANUARY 2018

**Full name and address
of the owner of the land:**

NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

(Sheet 2 of 5 Sheets)

Part 2 (Terms)

1. Terms of Easement for Access & Maintenance 0.9 wide (E2) numbered one in abovementioned plan

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from the time and at all times to enter upon the lot burdened and to remain there for any reasonable time with any tools, implements or machinery necessary for the propose of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the lot burdened and to remain there for any reasonable time for the said purpose and the registered proprietor for the time being of the lot hereby burdened shall not erect or permit to be erected any building or other structure of any kind or description on or over the said easement with the exception of the eave and gutter of any main building erected on the subject lot and any underground utility services appurtenant to such main building.

2. Terms of Restrictions on the Use of Land numbered two in abovementioned plan

2.1 No fence shall be erected on any lot without the prior written consent of NSW Land & Housing Corporation but such consent shall be deemed to be given in respect of any fence which is erected without expense to NSW Land & Housing Corporation and:

- (a) is in accordance with the Dividing Fences Act 1991;
- (b) complies with this Restriction on the Use of Land, or
- (c) is of the same materials, colour, style, appearance and characteristics, or is consistent with, the current or previously existing fence (as the case may be).

.....

Delegate
Fairfield City Council

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: DP1208110

Plan of Subdivision of Lot 4228 DP1182416 &
Lot 5230 DP1208108 covered by Subdivision
Certificate N^o 9331 dated 23 JANUARY 2018

**Full name and address
of the owner of the land:**

NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

(Sheet 3 of 5 Sheets)

Part 2 (Terms)

2.2 NSW Land & Housing Corporation shall have the right to release, vary or modify Restriction on the Use of Land numbered 2 in the abovementioned plan until the latter of:

- (a) the date being five years from the date of registration of the plan to which this instrument relates; or
- (b) the date on which NSW Land & Housing Corporation ceases to own a lot within the deposited plan to which this instrument relates.

3. Terms of Restriction on the Use of Land numbered three in abovementioned plan

No fence shall be erected on the lot burdened without Council approval and unless such fence is in accordance with the Bonnyrigg Masterplan and Fencing Strategy therein.

Name of Authority whose consent is required to release, vary or modify terms of easements numbered one, three and four in the abovementioned plan

Fairfield City Council.



.....
Delegate
Fairfield City Council

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: **DP1208110**


Plan of Subdivision of Lot 4228 DP1182416 &
Lot 5230 DP1208108 covered by Subdivision
Certificate No 9331 dated 23 JANUARY 2018

Full name and address
of the owner of the land:

NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

(Sheet 4 of 5 Sheets)

Signed by me CARINA CARTER
as Delegate of the New South Wales Land
& Housing Corporation and I hereby
declare that I have no notice of revocation
of such delegation in the presence of:


.....
Signature of Witness


.....
New South Wales Land & Housing Corporation
By its Delegate

Belinda Lambert
.....
Name of Witness

60 Station Street Parramatta
.....
Address of Witness


.....
Delegate
Fairfield City Council

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.

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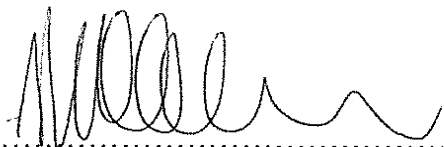
Full name and address
of the owner of the land:

NSW Land and Housing Corporation
223-239 Liverpool Road
ASHFIELD NSW 2131

(Sheet 5 of 5 Sheets)

Fairfield City Council by its authorised delegate pursuant to S377 Local Government Act 1919.

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



Signature of Witness



Signature of Delegate

WAYNE POPE

Name of Delegate

MONICA CHE A

Name of Witness

SUBDIVISION ENGINEER

Position of Delegate
Fairfield City Council

86 AVOCA ROAD, WAKELEY

Address of Witness

REGISTERED



27.04.2018

Lodger Details

Lodger Code	502700U
Name	JANE CRITTENDEN, LAWYER
Address	PO BOX 4623 SYDNEY 2001
Lodger Box	1W
Email	JANE@JANECRITTENDENLAWYER.COM.AU
Reference	5380

Land Registry Document Identification

AR357260

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP99762	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP99762
Other legal entity

Meeting Date

17/03/2021

Added by-law No.

Details 1 to 22

Repealed by-law No.

Details 1 to 18

Amended by-law No.

Details Not applicable

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP99762
Signer Name	JANE CRITTENDEN
Signer Organisation	JANE FRANCES CRITTENDEN
Signer Role	PRACTITIONER CERTIFIER
Execution Date	23/08/2021

ANNEXURE A

SP 99762 CONSOLIDATED BY LAWS

The seal of The Owners - Strata Plan No. 99762
was affixed on 20 August 2021 in the
presence of the following person authorised by
Section 213 of the Strata Scheme Management Act 2015
to attest the affixing of the seal



LANI ZAUBER
STRATA MANAGER

Contents

1	Vehicles
2	Changes to common property
3	Damage to lawns and plants on common property
4	Obstruction of common property
5	Keeping of animals
6	Noise
7	Behaviour of owners, occupiers and invitees
8	Children playing on common property
9	Smoke penetration
10	Preservation of fire safety
11	Storage of flammable liquids and other substances and materials
12	Appearance of the lot
13	Cleaning windows and doors
14	Hanging out washing
15	Disposal of waste – bins for individual lots (applicable where individual lots have bins)
16	Disposal of waste – shared bins (applicable where bins are shared by lots)
17	Change in use or occupation of lot to be notified
18	Compliance with planning and other requirements
19	Major Renovations
20	Lot 13 Air Conditioner
21	Lot 12 Pergola
22	Lot 15 Pergola

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must—
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation—

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

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property 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 common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Option A

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law 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.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law—

washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must 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).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation 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 lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must 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).

- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law—
 - bin includes any receptacle for waste.
 - waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified—
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

19 Major Renovations

- 1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.
- 2. Definitions & Interpretation
 - 2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:
 - (a) "Act" means the Strata Schemes Management Act 2015,

- (b) “apartment” means a lot in the strata scheme,
- (c) “annexure” means the annexure to this by-law,
- (d) “building” means the building in the strata scheme in which your apartment is located,
- (e) “common area” means the common property in the strata scheme,
- (f) “cosmetic work” means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) “major renovations” means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,but cannot include cosmetic work or minor renovations,
- (h) “minor renovations” means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- (i) “strata scheme” means the strata scheme to which this by-law applies, and
- (j) “you” means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by- laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
 - (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.
- 3. Major Renovations Approval Process
 - 3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.
 - 3.2 The Approval Process
 - 3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.
 - 3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
 - 3.2.3 Your application must contain:
 - (a) your name, address and telephone number,
 - (b) your apartment and lot number,
 - (c) details of the major renovations,
 - (d) drawings, plans and specifications for the major renovations,
 - (e) an estimate of the duration and times of the major renovations,
 - (f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.
 - 3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.
 - 3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
 - 3.2.6 The owners corporation may engage a consultant to assist it review your application.
 - 3.2.7 The owners corporation may:
 - (a) approve your application either with or without conditions, or

- (b) withhold approval of your application (but it must not act unreasonably when doing so).
- 3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
- 3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.
- 4. Conditions for Major Renovations
 - 4.1 Before the Major Renovations
 - 4.1.1 Before commencing the major renovations, you must:
 - (a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,
 - (b) Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,
 - (c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

 - (i) licence,
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
 - (iii) workers compensation insurance policy, and
 - (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the major renovations (if required by law),
 - (d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,
 - (e) Acoustic Consultant's Report

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for

example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

4.2 During the Major Renovations

During the major renovations you must:

(a) Standard of Workmanship

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Major Renovations

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Major Renovations

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Major Renovations

ensure that the major renovations are only carried out between the hours permitted by the Local Council or if the Local Council does not prescribe any such hours then between of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on Monday – Friday and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Major Renovations

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Major Renovations

ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Major Renovations

ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

- (n) Daily Cleaning
clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,
- (o) Interruption to Services
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- (p) Access
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,
- (q) Vehicles
ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (r) Security
ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,
- (s) Variation to Major renovations
not vary the major renovations without obtaining the prior written approval of the owners corporation,
- (t) Costs of Major renovations
pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

- (a) Notify the Owners Corporation
promptly notify the owners corporation that the major renovations have been completed,
- (b) Access
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful

enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

if the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or
- (b) cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

- 6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
 - (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
 - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.
7. Common Property Rights By-Law
- 7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.
- 7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

ANNEXURE TO MAJOR RENOVATION BY-LAW

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the Strata Schemes Management Act 2015 to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By- Law and this by-law.

2. Definitions

In this by-law:

“Lot” means Lot in the Strata Scheme;

“Owner” means the owner for the time being of the Lot (being the current owner and all successors); **“Plans”** means the plans/drawings prepared by and dated attached to this by-law;

“Major Renovations” means the alterations and additions to the Lot and common property described and shown in the

“Plans” being

“Major Renovations By-Law” means Special By-Law No. 3 – Major Renovations as amended from time to time;

“Strata Scheme” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

20. Lot 13 Air Conditioner

1. Introduction

The purpose of this by-law is to permit the owner of the lot to install an air conditioner, subject to the terms of this by-law.

2. Authorisation and Conditions of Works

2.1 The owners corporation:

2.1.1 specifically authorises and grants a special privilege to the owner to carry out the Works; and

2.1.2 grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works.

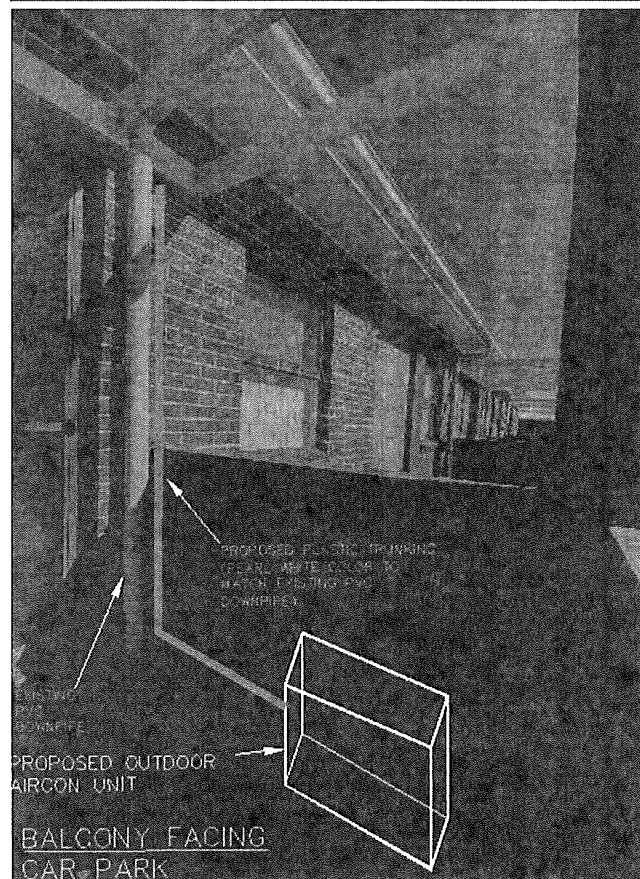
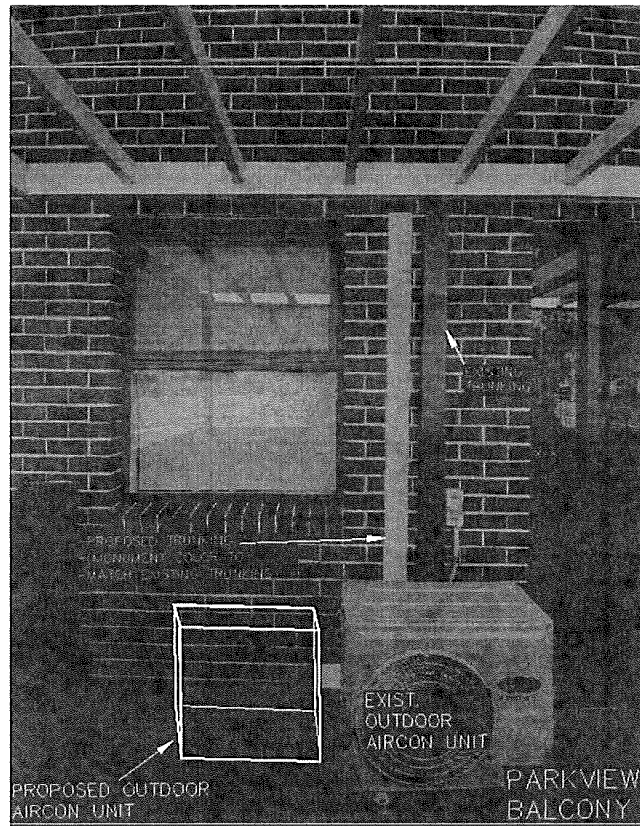
2.2 The owner must:

- 2.2.1 prior to commencing any Works:
 - (a) give at least 14 days' notice; and
 - (b) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance; and
- 2.2.2 pay all costs associated with the by-law, including preparation, passing and registration, within 7 days of demand from the owners corporation.
- 2.3 During any Works, the owner must:
 - 2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
 - 2.3.2 cause as little disruption as possible to other occupants of the strata scheme;
 - 2.3.3 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 10am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;
 - 2.3.4 not store any items on common property; and
 - 2.3.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- 2.4 The owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by the Works and must renew or replace any fixtures or fittings comprised in that common property.
- 2.5 The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
- 2.6 The owner must at his or her cost:
 - 2.6.1 promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works; and
 - 2.6.2 ensure that:
 - (a) the Works do not create noise likely to interfere unreasonably with the peaceful enjoyment of the occupier of another lot;
 - (b) any holes or penetrations are at all times adequately sealed and waterproofed; and
 - (c) the Works have sufficient fittings to ensure any condensation or other water runoff does not enter any other lot or the common property.
- 3. Owners corporation's power in the event of a breach of this by-law

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

 - 3.1 rectify the breach;

- 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
 - 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.
4. Interpretation
- In this by-law:
- 4.1 Act means the Strata Schemes Management Act 2015.
 - 4.2 lot means lot 13 in the strata scheme;
 - 4.3 owner means the owner of the lot for the time being;
 - 4.4 plan means the plan prepared by the lot owner marked Annexure A and attached to this by-law;
 - 4.5 Works means the installation of a split system air conditioner to service the inside of the lot, with the motor on the lot's balcony and the isolator power switch beside the outdoor unit, including installing pipes, wires and conduits through the common property wall separating the balcony from the inside of the lot in accordance with the plan;
 - 4.6 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
 - 4.7 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
 - 4.8 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.



21. Major Renovations and Building Works Lot 12 PERGOLA

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By- Law and this by-law.

2. Definitions

In this by-law:

“Lot” means Lot 12 in the Strata Scheme;

“Owner” means the owner for the time being of the Lot (being the current owner and all successors);

“Plans” means the plans/drawings prepared by the owner;

“Major Renovations” means the alterations and additions to the Lot and common property described and shown in the

“Plans” being those drafted by the owner;

“Major Renovations By-Law” means Special By-Law No. 3 – Major Renovations as amended from time to time;

“Strata Scheme” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

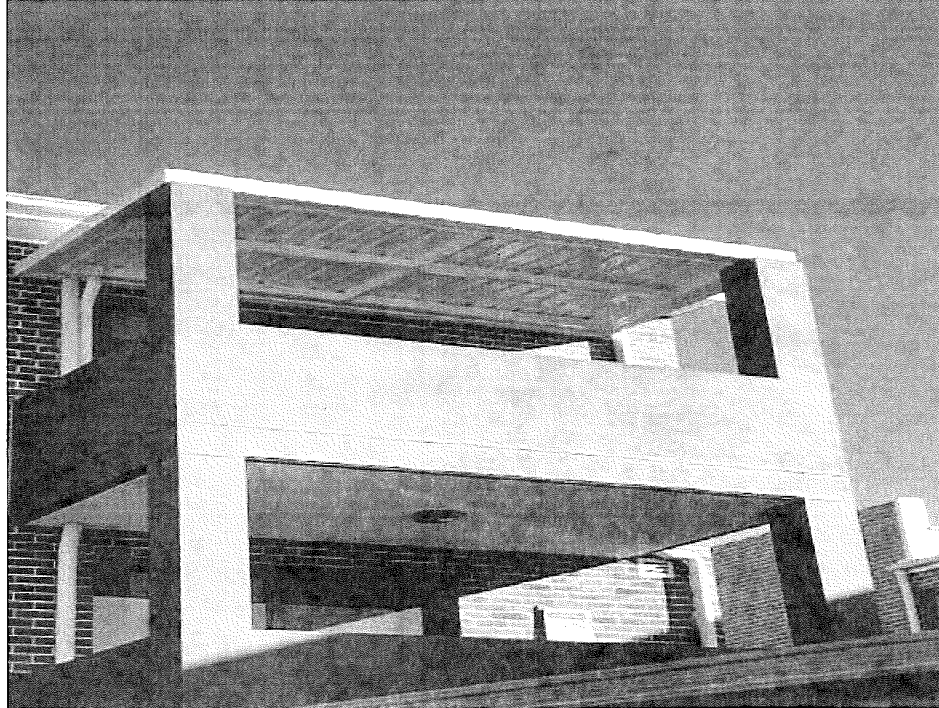
4.2 The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.



22. Major Renovations and Building Works Lot 15 PERGOLA

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By- Law and this by-law.

2. Definitions

In this by-law:

“Lot” means Lot 15 in the Strata Scheme;

“Owner” means the owner for the time being of the Lot (being the current owner and all successors);

“Plans” means the plans/drawings prepared by the owner;

“Major Renovations” means the alterations and additions to the Lot and common property described and shown in the

“Plans” being those drafted by the owner;

“Major Renovations By-Law” means Special By-Law No. 3 – Major Renovations as amended from time to time;

“Strata Scheme” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

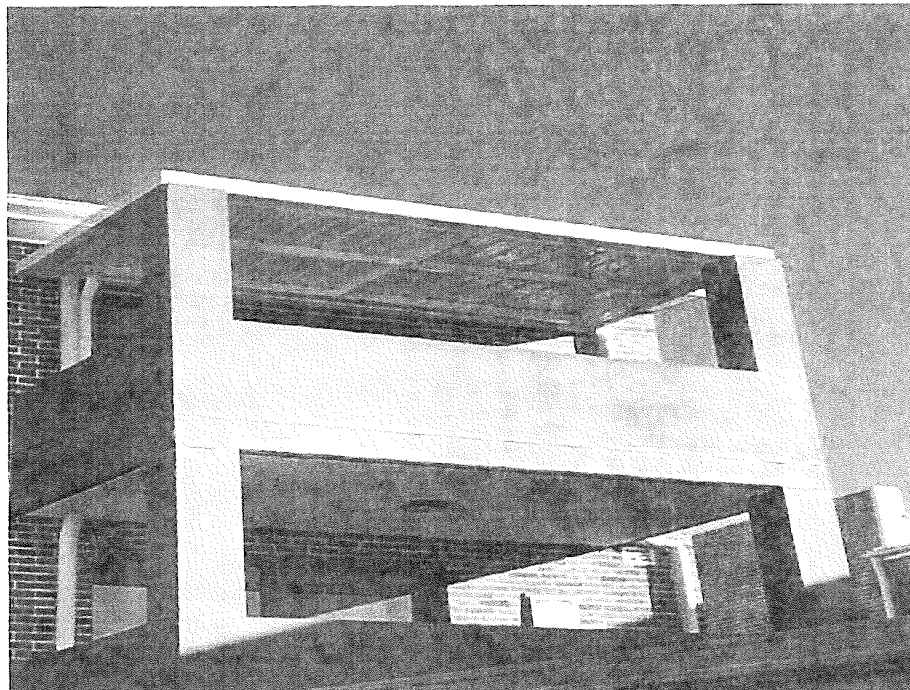
The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.



Form: 15CH
Release: 2-2

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Leave this space clear. Affix additional
pages to the top left-hand corner.

Strata Schemes Management Act 2015
Real Property Act 1900

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 common property CP/SP 99762		
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623, SYDNEY NSW 2001 (02) 9238 0500; Email: jane@janecrittendenlawyer.com.au Email: Reference: 5380	CODE CH

- (C) The Owners-Strata Plan No. 99762 certify that a special resolution was passed on 17/3/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 1-18
Added by-law No. 1-22
Amended by-law No. NOT APPLICABLE
as fully set out below:
As per Annexure "A" to consolidation/change of bylaws.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 99762 was affixed on 20/8/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *Lani Zaubzer*

Name: Lani Zaubzer

Authority: Managing Agent

Signature:

Name:

Authority:



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 99762 was affixed on 20 August 2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: *L. Zaubzer*

Name: Lani Zaubzer

Authority: Managing Agent



This is page 25 of a total of 25 pages and is Annexure "A" to Consolidation/ Change of bylaws form by the Owners – Strata Plan 99762 was affixed on the 20 August 2021 in the presence of:

Name: Lani Zaubzer

Signature: *L. Zaubzer*

Being the persons authorised by Section 273 of the Strata Schemes Management Act 2015 to attest to the affixing of the seal

25/07/2025

**InfoTrack
GPO Box 4029
SYDNEY NSW 2000**

Dear Sir/ Madam,

Following is your planning certificate as requested. Should you have any further queries please contact Council on (02) 9725 0821.

PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979 as amended)

Applicant:	InfoTrack
Certificate No.:	2839/2025
Applicant's Reference:	PS726102 Brendan-#168094247#
Issue Date:	25/07/2025
Receipt No.:	4878472

PROPERTY ADDRESS:	Unit 14 28 Satinwood Crescent BONNYRIGG NSW 2177
LEGAL DESCRIPTION:	Lot: 14 SP: 99762



**Marcus Rowan
MANAGER STRATEGIC LAND USE PLANNING**

PLEASE NOTE: This is page 1 of 17. Should this certificate or any subsequent copy not contain this many pages, please confirm with Council prior to acting on the basis of information contained in this certificate under Section 10.7(2) not inclusive of Flood Information Sheet.

Information provided under Section 10.7(2) of the Environmental Planning and Assessment Act 1979

Notes:

- (1) The following prescribed matters may apply to the land to which this certificate relates.
 - (2) Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.
 - (3) The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 3 of the Environmental Planning and Assessment Regulation 2021 and is applicable as at the date of this certificate.
 - (4) Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them by either contacting Council on (02) 9725 0821 or attending Council's Administration Centre at 86 Avoca Road, Wakeley.
-

1. Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

State Environmental Planning Policies (SEPP)

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts – Western Parkland City) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Regional Environmental Plans (Deemed SEPP)

There is no Regional Environmental Plan applying to this land.

Local Environmental Plans (LEP)

Fairfield Local Environmental Plan 2013
Published on NSW Legislation Website: 17/05/2013.
In Force from: 31/05/2013.
As Amended.

Development Control Plans (DCP)

The land is subject to adopted Development Control Plans. (See attached schedule).

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been the subject of community consultation or on public exhibition under the Act that will apply to the carrying out of development on that land.

Draft State Environmental Planning Policies (SEPP)

There is no draft SEPP applying to this land.

Draft Local Environmental Plan (LEP)

There is no other draft LEP applying to this land.

Draft Development Control Plan (DCP)

No Draft DCP applies

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if –
- a) It has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - b) for a proposed environmental planning instrument – the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

None relevant.

- (4) In this section, ***proposed environmental planning instrument*** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in any zone, however described –

Note: The subject land is affected by more than one zone under Fairfield LEP 2013. Details of each zone applying to the land are as described below;

(a) what is the identity of the zone,

R1 General Residential

(b) the purposes for which development in the zone

(i) may be carried out without development consent

Environmental protection works; Home-based child care; Home occupations.

(ii) may not be carried out except with development consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item (b)(i) or (b)(iii).

(iii) is prohibited,

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home businesses; Home industries; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies.

(a) what is the identity of the zone,

RE1 Public Recreation

(b) the purposes for which development in the zone

(i) may be carried out without development consent

Environmental protection works; Markets.

(ii) may not be carried out except with development consent

Aquaculture; Boat building and repair facilities; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Charter and tourism boating facilities; Community facilities; Environmental facilities; Flood mitigation works; Function centres; Heliports; Information and education facilities; Jetties; Kiosks; Marinas; Mooring pens; Moorings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Restaurants or cafes; Roads; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities.

(iii) is prohibited,

Any other development not specified in item b(i) or b(ii).

c) whether any additional uses apply to the land,

There are no additional uses permitted with consent.

d) 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 fixed minimum land dimensions,

No development standards that fix the minimum land dimensions for the erection of a dwelling house apply to this land. Controls in other policies and plans may apply.

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No.

(f) whether the land is in a conservation area, however described,

No

(g) whether an item of environmental heritage, however described, is located on the land.

No.

Attention is drawn however to Clause 5.10(5) of Fairfield Local Environmental Plan 2013:

"The consent authority may, before granting consent to any development:

(a) on land on which a heritage item is located, or

(b) on land that is within a heritage conservation area, or

(c) on land that is within the vicinity of land referred to in paragraph (a) or (b),

require a heritage management document to be prepared to assess the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned."

3. Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Fairfield City Local Infrastructure Contributions Plan 2023 applies to all land within the City of Fairfield.

- (2) If the land is in a special contributions area under the Act, Divisions 7.1, the name of the area.

None.

4. Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy clause 1.17A (1) (c)- (e), (2), (3) or (4), 1.18 (1)(c3) or 1.19.

Housing Code:

Complying development under the Housing Code may be carried out on that part of the land that is not zoned RE1 public recreation as shown on the map associated with the Fairfield LEP 2013 - Land Zoning Map.

Rural Housing Code:

No. The Rural Housing Code does not apply to this land.

Low Rise Housing Diversity Code:

Complying Development under the Low Rise Housing Diversity Code may be carried out on that part of the land zoned R1.

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.

Industrial and Business Alterations Code:

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

Industrial and Business Buildings Code:

No. The Industrial and Business Buildings Code does not apply to the land.

Container Recycling Facilities Code:

No. The Container Recycling Facilities Code does not apply to the land.

Subdivisions Code:

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

Demolition Code:

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

Fire Safety Code:

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

Agritourism Code:

No. The Agritourism Code does not apply to the land.

- (2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

Complying Development under the Housing Code, Inland Code, Low Rise Housing Diversity Code, Rural Housing Code, Agritourism Code may not be carried out on that part of the land zoned for a public purpose

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

Council does not have any relevant statement to make in relation to any further restrictions that may apply to complying development being carried out on the land. All information in relation to the extent that complying development can be carried out on the land is provided under Part 4(1) & (2) of this certificate.

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Does not apply for that part of the land zoned for a public purpose.

5. Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Yes - exempt development may be carried out on the land.

- (2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

Not applicable

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

None relevant

- (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

To be exempt development, the development must meet the requirements and criteria specified under the SEPP (Exempt and Complying Development Codes) 2008 that can be viewed on the NSW Legislation Website at www.legislation.nsw.gov.au/browse/inforce.

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

None.

6. Affected building notices and building product rectification orders

- (1) Whether the council is aware that –
- (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section –
affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.
building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

None relevant.

7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The land is not reserved for acquisition under Fairfield Local Environmental Plan 2013.

8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under-

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

The land is not affected by any road widening proposal under Division 2 of Part 3 of the Roads Act or Fairfield Local Environmental Plan 2013.

9. Flood related development controls

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

Based on the information currently available to Council, the land is not within the flood planning area. However, this is subject to future flood studies and reviews.

Mainstream Flooding

Based on the information currently available to Council, this land is not affected by mainstream flooding. However, this is subject to future flood studies and reviews.

Overland Flooding

Based on the information currently available to Council, this land is not affected by overland flooding. However, this is subject to future flood studies and reviews.

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Based on the information currently available to Council, the land is not between the flood planning area and the probable maximum flood. However, this is subject to future flood studies and reviews.

Note: The flood information is the current information to date. However, Council reviews flood studies on an on-going basis and new information may become available in future. Please contact Council's Catchment Planning Division on 9725 0222 for any updated information.

-
- (3) In this clause –

flood planning area has the same meaning as the Flood Risk Management Manual.

Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10. Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Policies on hazard risk restrictions are as follows:

(i) Landslip

The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of landslide risk or subsidence.

(ii) Bushfire

Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.

(iii) Tidal Inundation

No.

(iv) Subsidence

No, the land is not so affected

(v) Acid Sulfate Soils

The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of acid sulfate soils.

(vi) Contamination

The provisions of Section 3.6 - Land Contamination of the Fairfield City Wide DCP applies to all land in the Fairfield Local Government Area. Under State Government planning legislation, this requires Council to take into consideration the potential for contamination of land when a development application or a rezoning proposal is considered by Council, having regard to current or previous uses of the land

(vii) Aircraft Noise

None relevant

(viii) Salinity

A Council adopted policy No 67. Building in saline environments applies to the land.

(ix) Coastal hazards

None relevant.

(x) Sea level rise

None relevant.

(xi) Any other risks

No, the land is not so affected

(2) In this section—

adopted policy means a policy adopted—

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

If the land includes any residential premises, within the meaning of the *Home Building Act 1989, Part 8, Division 1A*, that are listed on the register kept under that Division, a statement to that effect.

Not Applicable.

13. Mine Subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No, this land is not affected.

14. Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that –
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

No such plan or order applies to the land.

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan approved and in force under the *Native Vegetation Act 2003, Part 4*, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No.

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the the Biodiversity Conservation Trust.

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

No such agreement applies to the land.

17. Biodiversity certified land

If the land is biodiversity certificate land under the *Biodiversity Conservation Act 2016*, Part 8, a statements to that effect.

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

The land is not biodiversity certified land.

18. Orders under Trees (Disputes between Neighbours) Act 2006

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

No

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section –
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existing before 1 January 2011.

No annual charges under section 553B of the *Local Government Act 1993*, are applicable to the land.

20. Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts – Western Parkland City) 2021*, Chapter 4 the land is –

- (a) in an ANEF or ANEC contour of 20 or greater as referred to in that Chapter, section 4.17, or

No

- (b) shown on the Lighting Intensity and Wind Shear Map, or

No

- (c) shown on the Obstacle Limitation Surface Map, or

No

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

No

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

No

21. Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).

None.

22. Site compatibility certificates and development consents for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

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

None.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

None.

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

None.

- (4) In this section—
former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

Note –

A public water utility may not be the provider of some or all the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Not applicable.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

The land is not within a Special Entertainment Precinct.

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) that the land to which the certificate relates is significantly contaminated land—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order—if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal—if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order—if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Continuously updated information in relation to the above matters can also be found by searching the records of the Environmental Protection Authority (EPA) at the website of the EPA. The search page can be found at: <http://www.epa.nsw.gov.au/prclmapp/searchregister.aspx>.

The following information is available to Council but may not be current:

The land is not within an investigation area or remediation site under Part 3 of the Contaminated Land Management Act 1997.

The land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.

The land is not subject to a Voluntary Management Proposal that is the subject of the Environment Protection Authority's agreement under Section 17 of the Contaminated Land Management Act 1997.

The land is not subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

Note 2: Any advice received by Council pursuant to section 26(2) of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009, is included below.

No such certificate applies to the land.

FAIRFIELD CITY COUNCIL DEVELOPMENT CONTROL PLANS

Fairfield Citywide Development Control Plan

Title	Adopted by Council*	Effective Date
Fairfield Citywide Development Control Plan 2024 (Amendment 1)	13 May 2025	26 May 2025

Place Based and Site Specific Development Control Plans

Title	Adopted by Council*	Effective Date
Bonnyrigg Town Centre DCP 2018	6 August 2019	4 September 2020
Cabramatta Town Centre DCP 5/2000 (Amendment No. 4)	10 May 2022	07 October 2022
Fairfield City Centre DCP 2013 (Amendment No. 3)	10 May 2016	25 May 2016
Canley Corridor DCP No.37 2013 (Amendment No. 9)	10 May 2016	25 May 2016
Prairiewood Town Centre – Southern Precinct DCP 2013	13 November 2012	31 May 2013
Site Specific DCP – Wetherill Park Market Town (Amendment No. 1)	13 May 2025	2 June 2025
Fairfield Heights Town Centre DCP 2018	06 August 2019	05 June 2020
Villawood Town Centre DCP 2020 (Amendment No. 3)	13 May 2025	26 May 2025

Master Plans

Title	Adopted by Council*	Effective Date
Prairiewood Masterplan (December 2005)	13 November 2012	31 May 2013
Fairfield Town Centre Masterplans – The Crescent and Barbara Street Precincts (May 2007)		May 2007

Urban Design Studies

Title	Adopted by Council
Fairfield City Centre Key Sites Urban Design Study	27 March 2018
Fairfield Heights Town Centre Urban Design Study	27 March 2018
Villawood Town Centre Urban Design Study	27 March 2018
Fairfield City Centre Urban Design Study – Whole of Centre	14 June 2022
Cabramatta Town Centre Urban Design Study	14 June 2022
Canley Vale Local Centre Urban Design Study	14 June 2022
Carramar Neighbourhood Precinct Urban Design Study	14 June 2022
Yennora Neighbourhood Centre Urban Design Study	9 May 2023

* Note: Some "In Force" Development Control Plans may be under review, check with Council for date of last amendment.

Asset Information

Legend

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

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

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RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. What are the nature and provisions of any tenancy or occupancy?
3. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
4. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll free from all other Interests.
5. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
6. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax?
If so:
 - a) to what year has a return been made?
 - b) what is the taxable value of the Property for land tax purposes for the current year?
7. Is the vendor aware of any right, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
8. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
9. The purchaser reserves the right to make further requisitions prior to completion.
10. Unless we are advised by you to the contrary prior to completion. It will be assumed that your replies to these requisitions remain unchanged as at the completion date.



Standard form from 28 September 2020

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au 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 the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON **AT**

BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

Note: The above information **must** be provided for landlord(s), whether or not there is a landlord's agent

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

Suburb:

State:

Postcode:

Note: The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Landlord's agent details: *[If applicable]*

Agent name:

ALGILA REAL ESTATE

Business address for service of notices:

33A FERNANDEZ LANE

Suburb:

PENRITH

State:

NSW

Postcode:

2750

Contact details: *[This must include a telephone number]*

02 4722 2568

Tenant's agent details: *[If applicable]*

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

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 5 / 4 / 2025 and ending on 4 / 04 / 2026 *[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]*:

Unit 214(#lot 14)/28 Satinwood Crescent, Bonnyrigg, NSW 2177

The residential premises include:

*[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]***Rent:**

The rent is \$ 550 per WEEK payable in advance starting on 5 / 4 / 2025

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) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number: 062 703

account number: 10344271

account name: AUSCOMFORT PROPERTY PTY LTD

payment reference: NWOK14

, or

(b) to [] at [] by cash, or

(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 \$ 2120 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 Bond Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Call agent first Telephone:

Plumbing repairs: Call agent first Telephone:

Other repairs: Call agent first Telephone:

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 alarms
☐ Battery operated smoke alarms

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:

9V BATTERY

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:

9V BATTERY

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 [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.

Note. 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.]

brendantan51@gmail.com

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.]

nwokolomartin@yahoo.com, igwe_obianuju22@yahoo.com

Condition report

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

Tenancy laws

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

The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

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

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

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

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

7. The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.

9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance 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 section 3 of 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 its condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

- 19.1** to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- a) are in a reasonable state of repair, and
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and
- d) are not liable to collapse because they are rotted or otherwise defective.

- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and

- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,

- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and 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 install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

***Note.** The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

***Note:** Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED [Cross out clauses 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 clauses if no rental bond is payable]

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative

Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and 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 the following clause if there is no swimming pool]

45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

Any additional terms are not required by law and are **negotiable**.]

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

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

NO PET

54. The tenant agrees:

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirements.

- 55. The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here.

Attach a separate page if necessary.

PLEASE SEE ADDITIONAL TERMS AND CONDITIONS

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

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and 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 judgement 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.

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/AGENT

Name of landlord/agent

JOHN HA

Signature of landlord/agent

DocuSigned by:
John Ha
2170D32DD7514C7...

on the 27TH day of MARCH 2024**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 the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent

DocuSigned by:
John Ha
2170D32DD7514C7...

on the 27TH day of MARCH 2024**SIGNED BY THE TENANT (1)**

Name of tenant

MARTIN OBINNA NWOKOLO

Signature of tenant

DocuSigned by:
[Signature]
E2264BF7B2A44D1...

on the 27TH day of MARCH 2024**SIGNED BY THE TENANT (2)**

Name of tenant

VIRGINIA IGWEONWU

Signature of tenant

DocuSigned by:
[Signature]
D6013F649AA5460...

on the 27TH day of MARCH 2024**SIGNED BY THE TENANT (3)**

Name of tenant

Signature of tenant

on the day of 20__

SIGNED BY THE TENANT (4)

Name of tenant

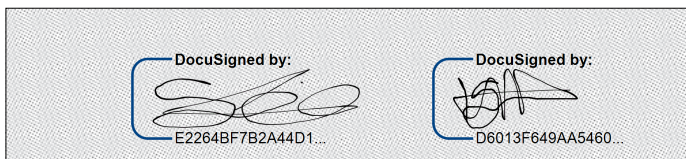
Signature of tenant

on the day of 20__

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 the **Tenant Information Statement** published by NSW Fair Trading.

Signature of tenant



on the 27TH day of MARCH 2024

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