

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stanton & Taylor Real Estate 371 High Street Penrith NSW 2750	phone: 4731 2899 email: ian@stantonandtaylor.com.au
co-agent		
vendor	Christian Daniel Alvarez and Jessica Jennifer Torrejon 96 Evelyn Street Macquarie Fields NSW 2564	
vendor's solicitor	Classic Conveyancing Company PO Box 859, St Marys NSW 1790	phone: 9623 2777 email: convey@classicco.com.au ref: 7601
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 39 134-136 High Street Penrith NSW 2750 LOT 39 STRATA PLAN SP102891 Folio Identifier 39/SP102891	
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 checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> 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 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>Christian Daniel Alvarez</p> <p>_____</p> <p>Vendor</p> <p>Jessica Jennifer Torrejon</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>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</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>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</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 checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 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 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>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 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

Strata United
Unit 79, 330 Wattle Street, Ultimo, NSW 2007
info@strataunited.com.au
1300 455 900

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.

UNIT 39, 136-140 HIGH ST PENRITH NSW 2150

ANNEXURE TO CONTRACT FOR SALE OF LAND

1. DEATH

If before completion the vendor or purchaser or any one of them should die, become mentally ill or go into bankruptcy, either party may rescind this contract by notice in writing to the solicitor or Licensed Conveyancer for such party named herein and Clause 19 of the Contract shall apply.

2. NOTICE TO COMPLETE

Should any event arise entitling either party to issue a Notice to Complete upon the other then the parties agree that a period of fourteen (14) days from the service of such Notice making time of the essence shall be proper and reasonable time. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete, vary the Notice to Complete or re-issue the Notice to Complete at any time.

Where a Notice to Complete is served on the purchaser by or on behalf of the vendor, it is an essential term that on actual completion of this Contract the purchaser must pay the sum \$440.00 (inclusive of GST) to reimburse the vendor in respect of the preparation and service of each Notice to Complete served.

3. INTEREST FOR LATE COMPLETION

3.1 Where -

- 3.1.1 the vendor is ready, willing and able to execute the assurance of the property and complete this contract; and
- 3.1.2 the purchaser does not complete this contract on the completion date appointed on the front page of this contract;

the purchaser shall pay to the vendor interest on the purchase price at a rate of ten (10) per cent per annum applicable at the completion date and calculated from that date to the date of completion, which is agreed to be a genuine pre-estimate of the Vendor's loss of interest for the purchase moneys and liability for rates and outgoings.

- 4 The purchaser warrants that he was not introduced to the property by a real estate agent other than the agent shown as the "Vendor's agent" on the front page of this contract and should any other real estate agent make a successful claim for commission against the vendor in respect of this matter then the purchaser shall indemnify the vendor in respect of such commission and in respect of all costs of and incidental to such claim for commission incurred by the vendor. This clause shall not merge on completion.
- 5 Settlement figures must be provided to the Vendor's legal representative five (5) business days prior to of the completion date. In the event that the Purchaser fails to do so, then the Purchaser will pay the sum \$195.00 (inc GST) on settlement to cover any legal costs incurred by the Vendor as a consequence of this delay.

- 6 The purchaser agrees to pay the Vendor \$220.00 (inclusive of GST) on completion by way of a purchaser allowance for each extension of the cooling off period requested by the purchaser and granted by the Vendor. The purchaser acknowledges that this payment represents the vendors additional legal fees incurred as a result of the purchasers failure to “cool off” within the agreed time for contracts to become unconditional.
- 7 Notwithstanding the deposit shown on the front page of the Contract, the Vendor agrees to exchange on a reduced deposit of \$ and/or % and relies on Clause 9 of the Contract.
- 8 The purchaser agrees to pay the Vendor 440.00 (inclusive of GST) on completion by way of a purchaser allowance for each settlement booking that is subsequently cancelled or fails to settle as a result of the purchaser, the purchasers lenders or any other party associated with the purchasers failure to settle. The purchaser acknowledges that this payment represents the vendors additional legal fees incurred as a result of the purchasers failure to complete the contract. The Purchaser shall also pay all fees including agency fees incurred by the Vendor or the Vendor’s mortgagee in relation to re-arrangement of settlement.
- 9 The deposit paid herein shall be released if required for the vendors use as a deposit on his purchase providing such deposit shall only be paid into the trust account of a licensed Real Estate Agent, Licensed Conveyancer or Solicitor and providing that such deposit shall not be further released without the purchasers express consent.
- 10 Should the Vendor need to utilise the deposit paid by the purchaser for completion, then the Vendors’ licensed conveyancer is authorised to arrange with the deposit holder to release the deposit to the Vendors licensed conveyancers’ trust account prior to completion. This clause is sufficient authority to the real estate agent to release the deposit aforesaid.
- 11 The purchaser acknowledges that he has inspected the improvements (if any) erected on the property and the furnishings and chattels (if any) referred to on the front page of the Contract and this he is purchasing the same in their present state and condition of repair and without representation as to quality or fitness for a particular purpose.
- 12 Electronic execution and consents under Electronic Transactions Act 2000 (NSW)
 - I. Each party consents to this contract being signed by any other party in accordance with an electronic communication method that is approved by the Vendor at any stage during this transaction;
 - II. The parties to this Contract agree that, despite any custom, practice or code otherwise followed in respect of Contracts for the Sale of Land, this Contract is made on its execution by all parties to it and constitutes an original document in an electronic format/copy format;
 - III. The purchaser cannot require the Vendor to produce an original of the executed document. The purchaser can make no objection, nor delay settlement, make any

requisition or claim for compensation, arising from this disclosure ad shall not be entitled to rescind/terminate this Contract.

- 13 Should this Contract be completed as an “Electronic Transaction” the purchaser shall be required to upload into “Files” on the PEXA workspace, the purchasers “Order on the Agent” at least two (2) hours prior to completion of this Contract and shall be held in escrow pending completion occurring.

14 **SECTION 184 OR 26 CERTIFICATE AND SPECIAL LEVIES**

Where the property sold is strata, the vendor will not be required to obtain a certificate under Section 184 ***Strata Schemes Management Act 1996*** or Section 26 ***Community Management Act*** (The Certificate).

The vendor hereby authorizes and directs the Purchaser to apply for the Certificate and Standard Clauses 23.13, 23.14 are hereby deleted.

The purchase is to apply for the Certificate at the purchaser’s cost and serve a copy to the Vendor’s Conveyancer at least seven (7) days before the completion date.

If the purchaser fails to provide the Certificate at least seven (7) days before completion, the purchaser will accept the vendors strata adjustment as final and conclusive.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452

FOLIO: 39/SP102891

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
31/7/2025	9:28 AM	3	16/6/2021

LAND

LOT 39 IN STRATA PLAN 102891

AT PENRITH

LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

JESSICA JENNIFER TORREJON

CHRISTIAN DANIEL ALVAREZ

AS JOINT TENANTS

(T AR150774)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP102891

2 AR150775 MORTGAGE TO GATEWAY BANK LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

7601...

PRINTED ON 31/7/2025

* 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.



FOLIO: CP/SP102891

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
31/7/2025	9:28 AM	1	18/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 102891
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP102891

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 102891
ADDRESS FOR SERVICE OF DOCUMENTS:
136-140 HIGH STREET,
PENRITH, NSW, 2750

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 G464228 EASEMENT FOR WATER PIPES APPURTENANT TO THE PART(S)
SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE
LAND SHOWN SO BURDENED IN VOL 7192 FOL 244
- 4 G430162 EASEMENT FOR WATER PIPES APPURTENANT TO THE PART(S)
SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE
LAND SHOWN SO BURDENED IN VOL 7247 FOL 68
- 5 DP1269956 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 6 DP1269956 RESTRICTION(S) ON THE USE OF LAND
- 7 AQ628452 POSITIVE COVENANT
- 8 AQ628453 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 102891

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 -	21	2 -	20	3 -	20	4 -	20
5 -	12	6 -	16	7 -	21	8 -	24
9 -	24	10 -	20	11 -	20	12 -	20
13 -	20	14 -	20	15 -	16	16 -	20

END OF PAGE 1 - CONTINUED OVER

7601...

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FOLIO: CP/SP102891

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 102891

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 21	18	- 20	19	- 21	20	- 20
21	- 20	22	- 20	23	- 16	24	- 21
25	- 21	26	- 24	27	- 24	28	- 21
29	- 21	30	- 21	31	- 21	32	- 21
33	- 17	34	- 21	35	- 21	36	- 22
37	- 22	38	- 25	39	- 22	40	- 17
41	- 22	42	- 17	43	- 22	44	- 22
45	- 25	46	- 22	47	- 17	48	- 22
49	- 17						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

7601...

PRINTED ON 31/7/2025

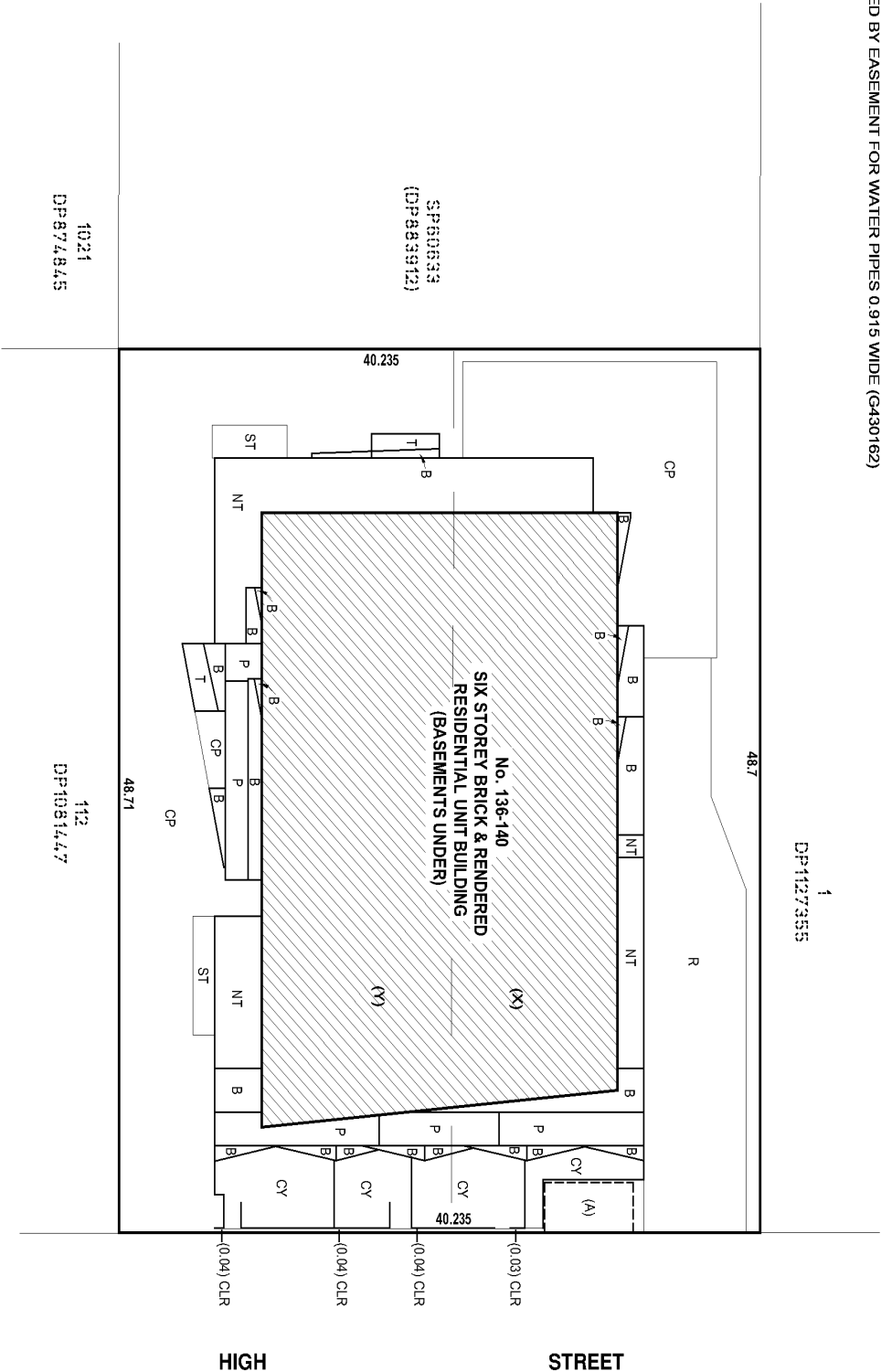
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PLAN FORM 1

(X) BENEFITED BY EASEMENT FOR WATER PIPES 0.915 WIDE (G464228)
(Y) BENEFITED BY EASEMENT FOR WATER PIPES 0.915 WIDE (G430162)

WARNING - CREAMING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 OF 9 SHEETS



(A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1269956)

LOCATION PLAN

Surveyor:
DAVID BROMHEAD
Date: 18/12/2020
Surveyor's Ref: 7492

PLAN OF SUBDIVISION OF LOT 1011 IN DP 1250368

L.G.A.: PENRITH
Locality: PENRITH
Reduction Ratio 1:250
Lengths are in metres.

REGISTERED
18/03/2021

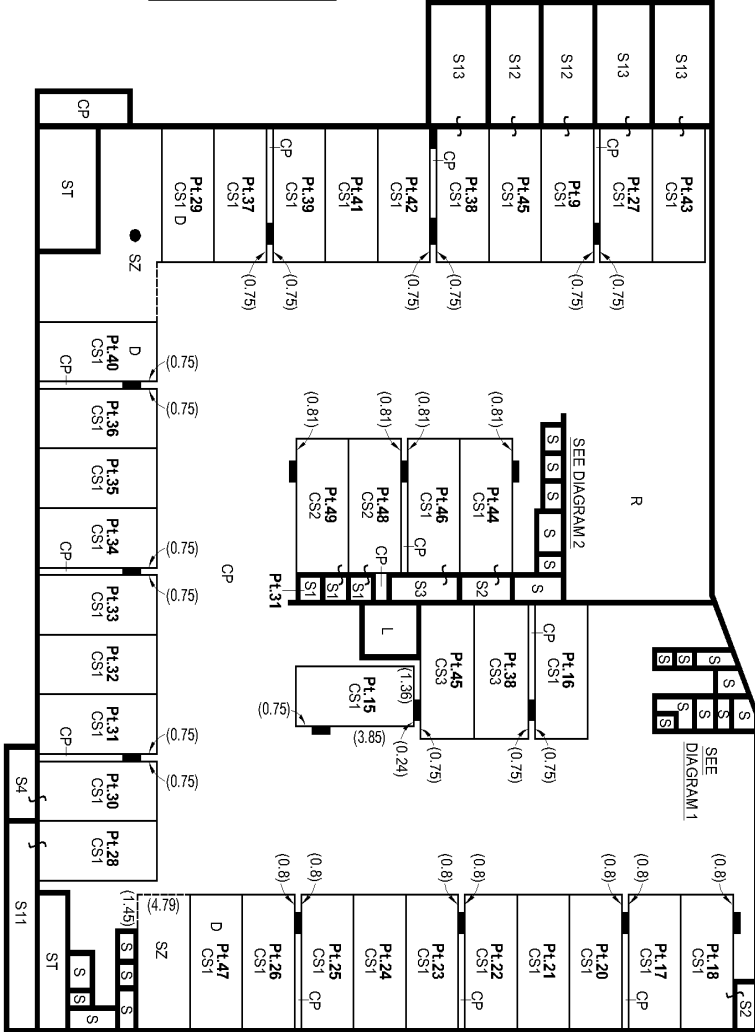
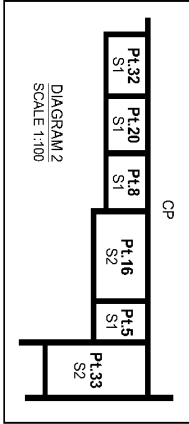
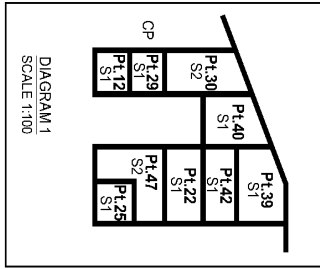
SP102891

CP	COMMON PROPERTY
B	BALCONY
CY	COURTYARD
NT	NON-TRAFFICABLE ROOF (CP)
P	PLANTER
R	RAMP (CP)
ST	STAIRS (CP)
T	TERRACE

PLAN FORM 1

WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION

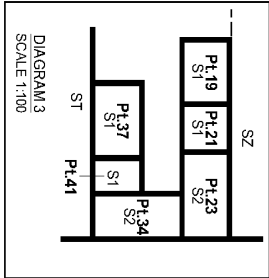
SHEET 2 OF 9 SHEETS



Car Space Schedule		
Tag	Size	Area(m ²)
CS1	2.4x5.4	13
CS2	2.37x5.4	13
CS3	2.48x5.4	13

UNLESS OTHERWISE SHOWN

Storage Schedule		
Tag	Area(m ²)	
S1	1	
S2	2	
S3	3	
S4	4	
S11	11	
S12	12	
S13	13	



NOTES:-
COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
REFER TO CAR SPACE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
ALL ANGLES ARE RIGHT ANGLES
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

BASEMENT 2

Surveyor:
DAVID BROMHEAD
Date: 18/12/2020
Surveyor's Ref: 7492

PLAN OF SUBDIVISION OF LOT 1011 IN DP 1250368
L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200 & AS SHOWN
Lengths are in metres.

REGISTERED
18/03/2021

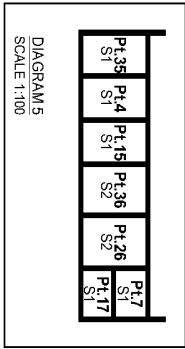
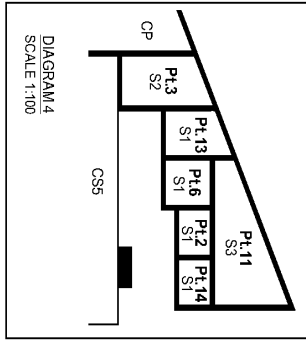
SP102891

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
D	DISABLED
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

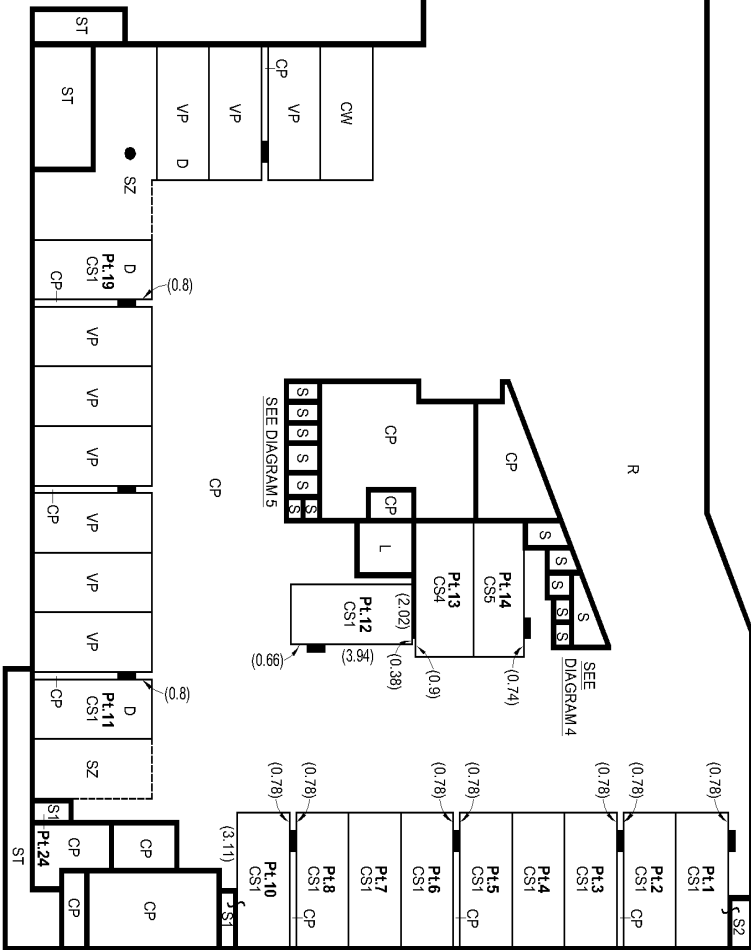
PLAN FORM 1

WARNING - CREAMING OR FOLDING WILL LEAD TO REJECTION

SHEET 3 OF 9 SHEETS



PROLONGATION OF FACE OF COLUMN OR WALL



NOTES:
COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
REFER TO CAR SPACE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
ALL ANGLES ARE RIGHT ANGLES
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

BASEMENT 1

Car Space Schedule		
Tag	Size	Area(m ²)
CS1	2.4x5.4	13
CS2	2.66x5.4	14
CS3	2.3x5.4	12

Storage Schedule		
Tag	Area(m ²)	
S1	1	
S2	2	

COMMON PROPERTY		
CS#	CAR SPACE (SEE SCHEDULE)	
S#	STORAGE (SEE SCHEDULE)	
D	DISABLED	
L	LIFT (CP)	
R	RAMP (CP)	
S	STORAGE	
ST	STAIRS (CP)	
SZ	SHARED ZONE (CP)	
VP	VISITOR PARKING (CP)	
CW	CAR WASH BAY (CP)	

Surveyor:
DAVID BROMHEAD
Date: 18/12/2020
Surveyor's Ref: 7492

PLAN OF SUBDIVISION OF LOT 1011 IN DP 1250368

L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200 & AS SHOWN
Lengths are in metres.

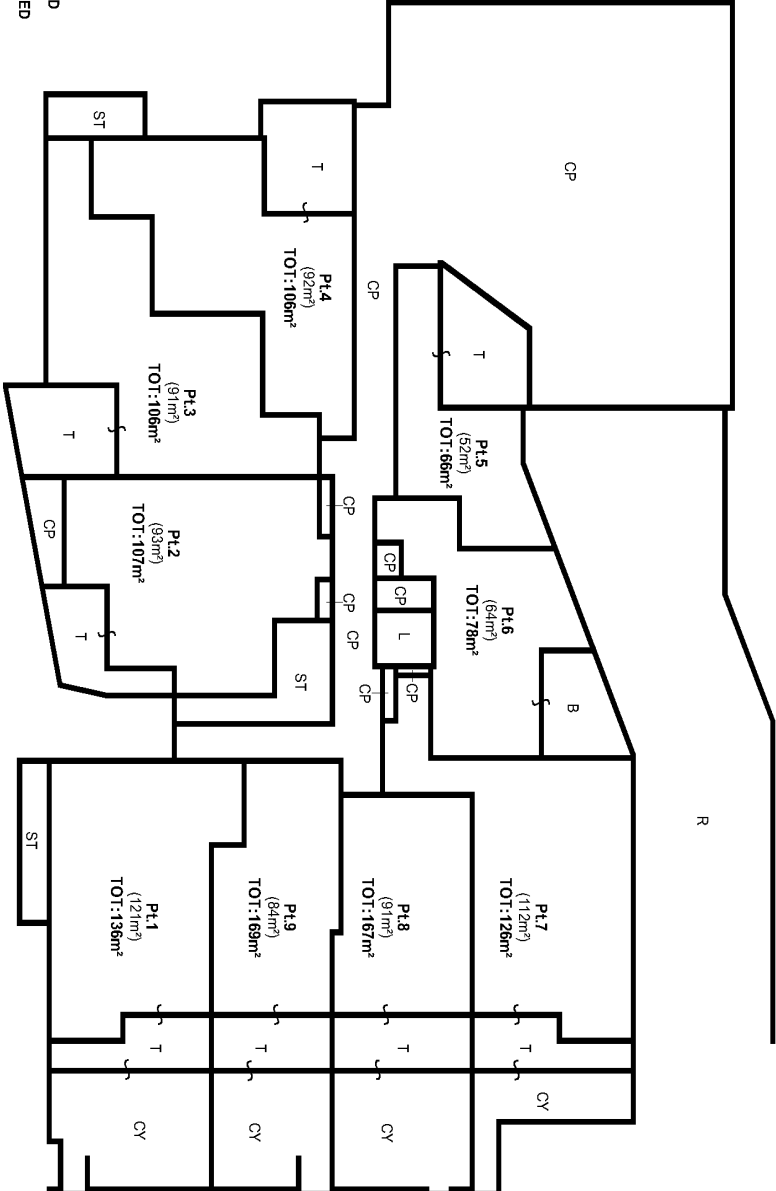
REGISTERED
18/03/2021

SP102891

PLAN FORM 1

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

SHEET 4 OF 9 SHEETS



NOTES:
THE STRATUM OF EACH BALCONY & TERRACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 3 ABOVE THE UPPER SURFACE OF THE OUTER PERIMETER OF THE GROUND FLOOR LIVING AREA OF THE RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

GROUND

Surveyor:
DAVID BROMHEAD
Date: 18/12/2020
Surveyor's Ref: 7492

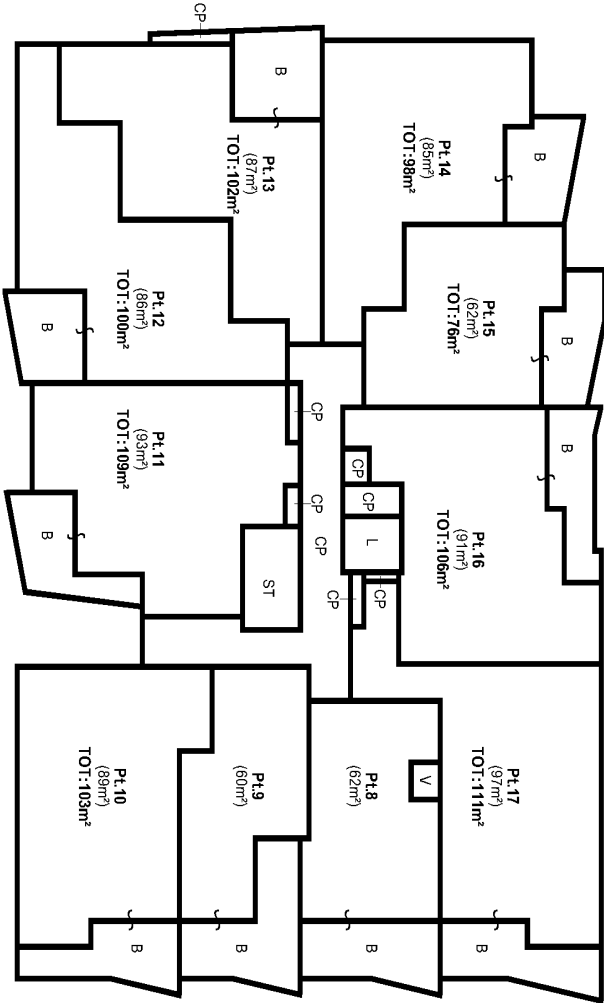
PLAN OF SUBDIVISION OF LOT 1011 IN DP 1250368

L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
18/03/2021

SP102891

CP	COMMON PROPERTY
B	BALCONY
CY	COURTYARD
L	LIFT (CP)
R	RAMP (CP)
ST	STAIRS (CP)
T	TERRACE



NOTES:
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 1

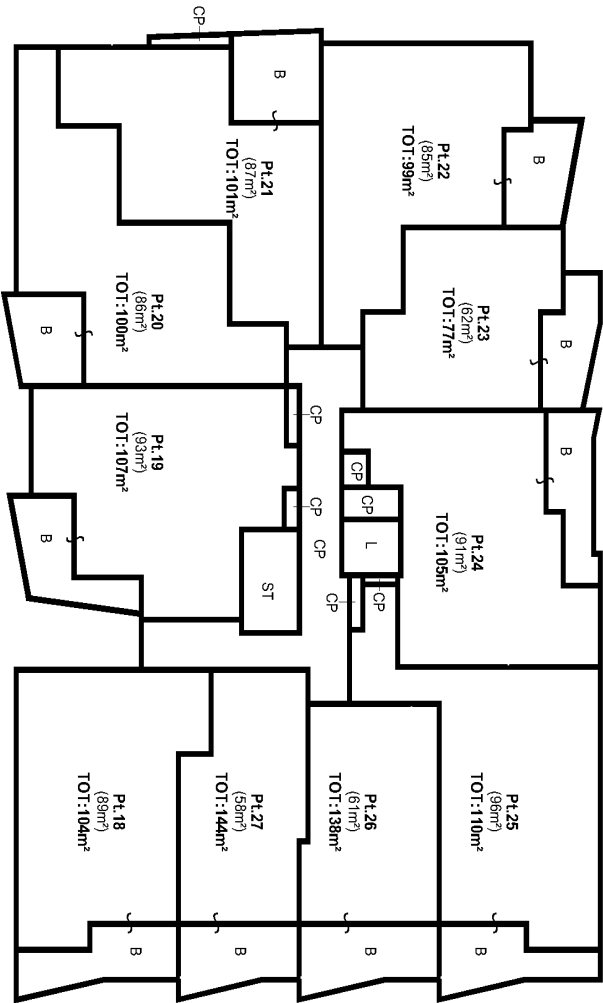
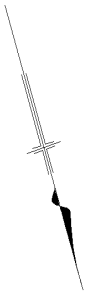
CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)
V	VOID

Surveyor: DAVID BROMHEAD Date: 18/12/2020 Surveyor's Ref: 7492	PLAN OF SUBDIVISION OF LOT 1011 IN DP 1250368	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 18/03/2021	SP102891
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PLAN FORM 1

WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 6 OF 9 SHEETS



NOTES:
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS
CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT
ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 2

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

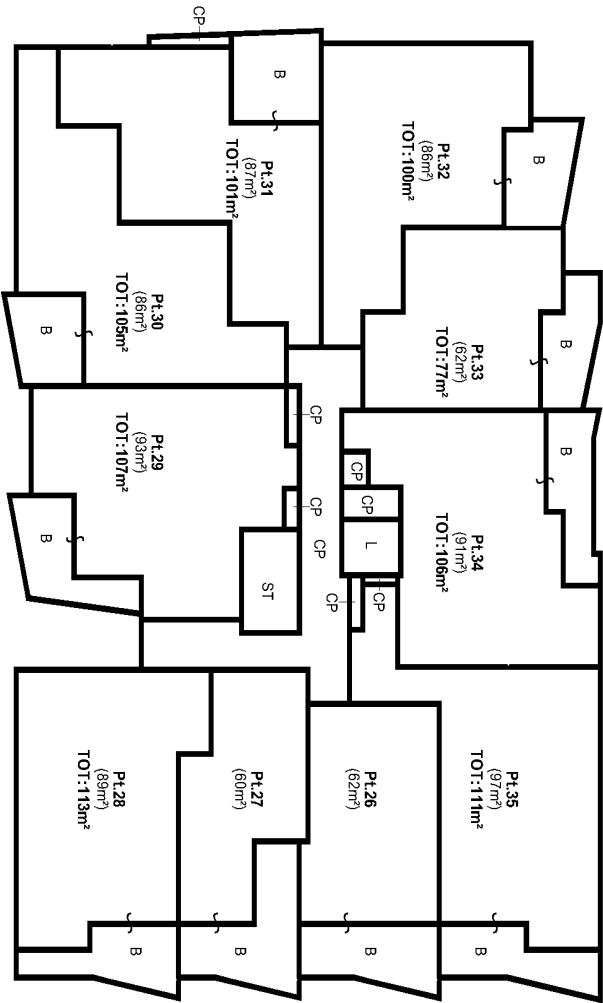
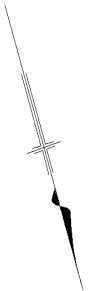
Surveyor:
DAVID BROMHEAD
Date: 18/12/2020
Surveyor's Ref: 7492

PLAN OF SUBDIVISION OF LOT 1011 IN DP 1250368

L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
18/03/2021

SP102891



NOTES:
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 3

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

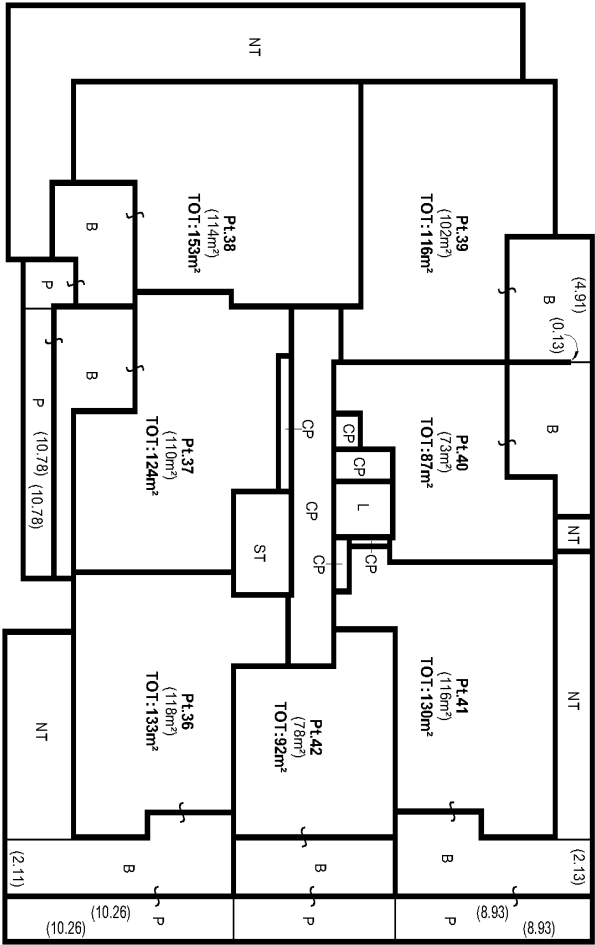
Surveyor:
DAVID BROMHEAD
Date: 18/12/2020
Surveyor's Ref: 7492

PLAN OF SUBDIVISION OF LOT 1011 IN DP 1250368

L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
18/03/2021

SP102891



NOTES:
THE LIMIT OF THE STRATUM OF EACH BALCONY & PLANTER IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 4

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
P	PLANTER
ST	STAIRS (CP)

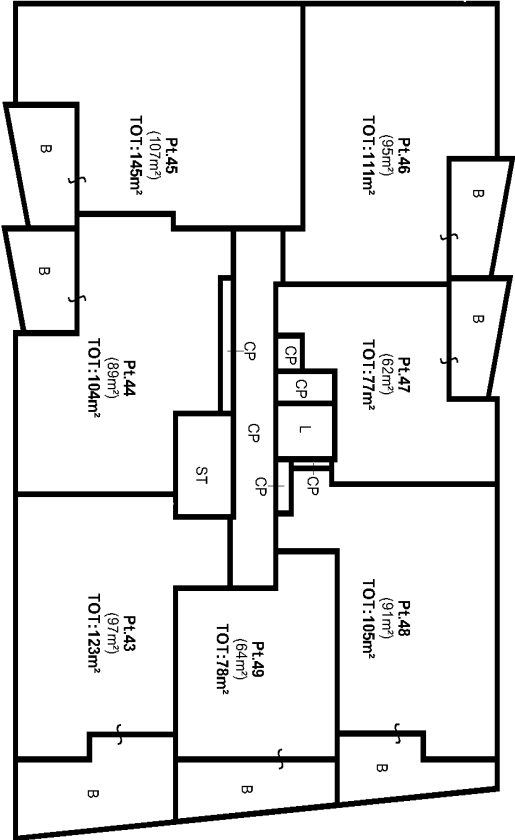
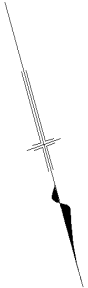
Surveyor:
DAVID BROMHEAD
Date: 18/12/2020
Surveyor's Ref: 7492

PLAN OF SUBDIVISION OF LOT 1011 IN DP 1250368

L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
18/03/2021

SP102891



NOTES:
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ACT 2015
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LEVEL 5

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)


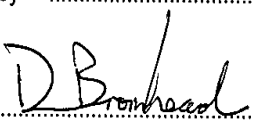
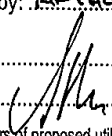
Surveyor:
DAVID BROMHEAD
Date: 18/12/2020
Surveyor's Ref: 7492



PLAN OF SUBDIVISION OF LOT 1011 IN DP 1250368


L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200
Lengths are in metres.



REGISTERED
18/03/2021


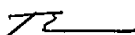
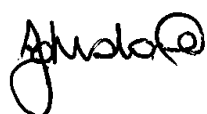
SP102891

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheets	
Office Use Only			Office Use Only		
Registered:  18/03/2021			SP102891		
PLAN OF SUBDIVISION OF LOT 1011 IN DP 1250368			LGA: PENRITH Locality: PENRITH Parish: MULGOA County: CUMBERLAND		
This is a freehold Strata Scheme					
Address for Service of Documents 136 134-140 HIGH STREET PENRITH NSW 2750 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 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, DAVID BROMHEAD of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, 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: 18-12-2020 Surveyor ID: 579 Surveyor's Reference: 7492 ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Strata Certificate (Registered Certifier) I, ANTHONY ALLEN being an Registered Certifier, registration number 30C0004 , 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: 287/2020 Relevant Planning Approval No.: CDC 2020/109 issued by: ANTHONY ALLEN (30C0004) Signature:  Date: 23/2/21 ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	<div style="text-align: center;">2</div> Sheet 2 of 5 sheets																																																																																																												
Office Use Only		Office Use Only																																																																																																												
Registered:  18/03/2021		SP102891																																																																																																												
VALUER'S CERTIFICATE I, Raymond Laoulach of Laoulach & Co. Pty Ltd at Suite 6, 25-35 Old Northern Road Baulkham Hills NSW 2153 being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with: Professional Body: Australian Property Institute..... Class of membership: Associate Member..... Membership number: 68905..... certify that the unit entitlements shown in the schedule herewith were apportioned on 2 December 2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015. Signature:  Date 18 December 2020 * Full name, valuer company name or company address																																																																																																														
SCHEDULE OF UNIT ENTITLEMENT																																																																																																														
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Lot</th><th>UE</th><th>Lot</th><th>UE</th><th>Lot</th><th>UE</th></tr> </thead> <tbody> <tr><td>1</td><td>21</td><td>18</td><td>20</td><td>35</td><td>21</td></tr> <tr><td>2</td><td>20</td><td>19</td><td>21</td><td>36</td><td>22</td></tr> <tr><td>3</td><td>20</td><td>20</td><td>20</td><td>37</td><td>22</td></tr> <tr><td>4</td><td>20</td><td>21</td><td>20</td><td>38</td><td>25</td></tr> <tr><td>5</td><td>12</td><td>22</td><td>20</td><td>39</td><td>22</td></tr> <tr><td>6</td><td>16</td><td>23</td><td>16</td><td>40</td><td>17</td></tr> <tr><td>7</td><td>21</td><td>24</td><td>21</td><td>41</td><td>22</td></tr> <tr><td>8</td><td>24</td><td>25</td><td>21</td><td>42</td><td>17</td></tr> <tr><td>9</td><td>24</td><td>26</td><td>24</td><td>43</td><td>22</td></tr> <tr><td>10</td><td>20</td><td>27</td><td>24</td><td>44</td><td>22</td></tr> <tr><td>11</td><td>20</td><td>28</td><td>21</td><td>45</td><td>25</td></tr> <tr><td>12</td><td>20</td><td>29</td><td>21</td><td>46</td><td>22</td></tr> <tr><td>13</td><td>20</td><td>30</td><td>21</td><td>47</td><td>17</td></tr> <tr><td>14</td><td>20</td><td>31</td><td>21</td><td>48</td><td>22</td></tr> <tr><td>15</td><td>16</td><td>32</td><td>21</td><td>49</td><td>17</td></tr> <tr><td>16</td><td>20</td><td>33</td><td>17</td><td></td><td></td></tr> <tr><td>17</td><td>21</td><td>34</td><td>21</td><td>AGGREGATE</td><td>1000</td></tr> </tbody> </table>			Lot	UE	Lot	UE	Lot	UE	1	21	18	20	35	21	2	20	19	21	36	22	3	20	20	20	37	22	4	20	21	20	38	25	5	12	22	20	39	22	6	16	23	16	40	17	7	21	24	21	41	22	8	24	25	21	42	17	9	24	26	24	43	22	10	20	27	24	44	22	11	20	28	21	45	25	12	20	29	21	46	22	13	20	30	21	47	17	14	20	31	21	48	22	15	16	32	21	49	17	16	20	33	17			17	21	34	21	AGGREGATE	1000
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheets																																																																																																									
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<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 sheets Statements 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> 																																																																																																											
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheets
Office Use Only		Office Use Only
Registered:  18/03/2021	SP102891	
<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>		
<p>EXECUTED by) Aadhar Developers Pty Ltd) ACN 609 116 823) in accordance with s127 of) the Corporations Act 2001)</p> <p style="text-align: center;"> Shashikumari Krishnakumar Agrawal- Sole Director</p>		
Surveyor's Reference: 7492		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheets
Office Use Only		Office Use Only
Registered:  18/03/2021	SP102891	
<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>		
<p style="text-align: center;">Consent of Mortgagee</p> <p style="text-align: center;">The Trust Company (Australia) Limited ACN 000 000 993 by its Attorney pursuant to Power of Attorney dated 18 September 2014 Registered No. 134 Book 4676 Who states that he/she has received no notice of revocation of the Power of Attorney.</p> <p>Attorney Name:  Position: Trent Franklin Senior Client Manager</p> <p>Witness  Shane Johnstone Client Service Officer Level 18 123 Pitt Street SYDNEY 2000</p>		
Surveyor's Reference: 7492		

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 1 OF 1 SHEETS

ALL EASEMENT BEARINGS ARE PARALLEL OR PERPENDICULAR TO THE BEARING OF GREAT WESTERN HIGHWAY OF 103°59' UNLESS OTHERWISE SHOWN.

GREAT WESTERN HIGHWAY



DP 1127355

13° 57' 10"

48.7

(5.88)

(2.09)

103°

59'

~

40.235

(1.57)

(5.88)

(2.09)

(5.545)

(A)

2.75

5.05

5.05

2.75

5.545

(B)

9.205

1011
DP1250368

Surveyor:
NICHOLAS CASSIDY
Date of Survey: 28/10/2020
Surveyor's Ref: 7492

PLAN OF EASEMENT AND RESTRICTION AFFECTING LOT 1011
IN DP1250368

L G A: PENRTH
Locality: PENRTH
Reduction Ratio 1:75
Lengths are in metres.



REGISTERED
18/12/2020

DP1269956

(A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 MIDE
(B) RESTRICTION ON THE USE OF LAND


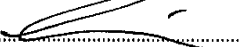
PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  18/12/2020</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p>DP1269956</p>
<p>PLAN OF EASEMENT AND RESTRICTION AFFECTING LOT 1011 IN DP1250368</p>	<p>LGA: PENRITH</p> <p>Locality: PENRITH</p> <p>Parish: MULGOA</p> <p>County: CUMBERLAND</p>
<p>Survey Certificate</p> <p>I, NICHOLAS CASSIDY of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on or</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></p> <p>Datum Line: N/A</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Sloep-Mountainous.</p> <p>Signature:  Dated: 28/10/2020</p> <p>Surveyor Identification No: SU009019</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</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>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p>Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP1250368</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 7492</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  18/12/2020

Office Use Only

Office Use Only

PLAN OF EASEMENT AND RESTRICTION
AFFECTING LOT 1011 IN DP1250368

DP1269956

Subdivision Certificate number:

Date of Endorsement:

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

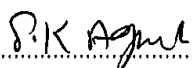
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Pursuant to Section 88B of the Conveyancing Act 1919, as amended,
It is intended to create:-

1. Easement for Padmount Substation 2.75 Wide (A)
2. Restriction on the Use of Land (B)

EXECUTED by
AADHAR DEVELOPERS PTY LTD
ACN 609 116 823
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)

.....(Signature)

Shashikumari Krishnakumar Agrawal
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7492

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  18/12/2020

Office Use Only

Office Use Only

PLAN OF EASEMENT AND RESTRICTION
AFFECTING LOT 1011 IN DP1250368

DP1269956

Subdivision Certificate number:

Date of Endorsement:

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

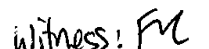
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CONSENT OF MORTGAGEE (AP670327)



The Trust Company (Australia) Limited ACN 000 000 993
by its Attorney pursuant to Power of Attorney dated
18 September 2014 Registered No. 134 Book 4676
Who states that he/she has received no notice of
revocation of the Power of Attorney.


Attorney Name: John Newby
Position: Head of Custody

Witness: 
Frances Kalem
Client Service Officer

L18, 123 PITT ST
SYDNEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7492

Approved Form 7	Strata Plan By-laws	Sheet 1 of 32 sheet(s)
Office Use Only		Office Use Only
Registered:  18/03/2021	SP102891	

Instrument setting out the details of by-laws to be created upon registration of a strata plan

**136-140 High Street
PENRITH NSW 2750**




Approved Form 7	Strata Plan By-laws	Sheet 2 of 32 sheet(s)
Office Use Only		Office Use Only
Registered:  18/03/2021	SP102891	

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1. Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the building by conferring rights and imposing obligations on the owners and occupiers of the lots.

They are an essential document for the owners corporation and everyone who owns or occupies a lot in the building.

The by-laws are designed to maintain the quality of the building and operate to enhance everyone is use and enjoyment of their lot and the common property, while balancing the rights of the owners and occupiers of apartments and commercial lots.

2. Who must comply with the by-laws?


Owners and occupiers of apartments and their guests and the owners corporation must comply with the by-laws.

3. Definitions

In these By-Laws:

Authority means any government or semi-government authority or instrumentality, provider of public utility services (statutory or otherwise), or any other person (including a private certifier), having rights or responsibilities over the Strata Plan, the Building and Common Property.

- Building means the building and improvements on the Common Property.
- Code means any code made by the Owners Corporation under these By-Laws.
- Common Property means the common property of the Strata Plan.
- Executive Committee means the executive committee of the Strata Plan.
- Garbage Room means the part of the Building designated by the Owners Corporation for the storing of garbage.
- Law means any statute, regulation, by-law or statutory requirement.
- Lot means a lot in the Strata Plan. Occupier means a lawful occupant of a Lot.
- Original Owner means the registered proprietor of each Lot at the time of registration of the Strata Plan.
- Owner Means a registered owner or mortgagee of a Lot.
- Owners Corporation means the owners corporation of the Strata Plan Rule any rule made by the Owners Corporation under these By-Laws.

Approved Form 7	Strata Plan By-laws	Sheet 6 of 32 sheet(s)
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- Strata Plan means the strata plan registered with these By-Laws.
- Works means any works, alterations, additions, repairs or replacement of:
 1. structures on Common Property including walls., floors, ceilings, doors and windows;
 2. The structure of a Lot;
 3. Common Property Services;
 4. works that affect shared facilities (as defined in the Strata Management Statement for Strata Plan).
 5. any installations, fixtures or fittings visible outside a Lot; or
 6. alarms audible outside a Lot.

4. Common Property

4.1 How to change a common property rights by-law

The owners corporation may amend or cancel a common property rights by-law only by special resolution and with the written consent of the owner of each lot which benefits from the common property rights by-law.

4.2 Occupiers may exercise rights

The owner of each lot which has the benefit of a common property rights by-law may allow the occupier of their lot to exercise the rights of the owner under the common property rights by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies and principal certifying authorities to comply with the obligations of the owner under the common property rights by-law.

4.3 Repairing damage


The owner of a lot which has the benefit of a common property rights by-law must repair damage cause by exercising rights under the common property rights by-law to common property or the property of another owner or occupier.

4.4 Indemnities

The owner of each lot which has the benefit of a common property rights by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the common property rights by-law.

4.5 Additional insurances

In addition to their obligations under these by-laws, the owner of each lot which has the benefit of a common property rights by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's right under the by-law.

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4.6 Owners Corporation powers - security


- a. The Owners Corporation has the power to:
 1. Make and amend Codes and Rules about security on Common Property;
 2. install and operate security equipment on Common Property;
 3. close off and restrict access to parts of Common Property via security devices and codes;
 4. restrict access to levels only to Owners and Occupiers of Lots on that level; and
 5. charge Owners and Occupiers for replacement security devices.
- b. if the Owners Corporation exercises rights under clause 3.1(a) (ii), (iii) and (iv),. it may provide Owners and Occupiers with security devices and codes for the relevant part of Common Property.
- c. Owners and Occupiers must:
 1. comply with the Owners Corporation's directions concerning security on Common Property and use of security devices;
 2. not interfere with any Common Property security devices or equipment;
 3. not copy a security device or give a security device or code to a person who is not a lawful Owner or Occupier; and
 4. return security devices to the Owners Corporation on demand.

4.7 Damage and alterations Owners and Occupiers must not:

- a. damage, deface, remove or interfere with any part of the Building or any structure, service, equipment, garden, tree or plant on Common Property,
- b. use solely for his or her own purposes any portion of the Common Property except as permitted by a By-Law, a consent granted by the Owners corporation or a Law; or
- c. make any alteration to their Lot which affects the Common Property without the prior consent of the Owners Corporation. A consent given by the Owners Corporation under this By-Law cannot authorise any additions to the Common Property.
- d. Not plant any fruits/vegetable trees in common area/garden including lot owners planter box without the written approval of strata committee or strata managing agent.

4.8 Defects

Owners and Occupiers must notify the Owners Corporation as soon as they become aware of any defect or damage to the Building and any equipment and structures on or within it.

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5. Behavior of Owners and Occupiers

5.1 General behavior Owners and Occupiers must:

- a. comply with the By-Laws and all other Laws when using and occupying their Lot and Common Property;
- b. keep their Lot clean and in good repair;
- c. not damage any part of the Building or Common Property;
- d. be adequately clothed when on Common Property;
- e. not use language or behave in a manner likely to interfere with the use of Common Property by other Owners and Occupiers or cause offence or embarrassment to other Owners or Occupiers or to any other person lawfully Using Common Property;
- f. take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the use of Common Property by other Owners and Occupiers or cause offence or embarrassment to Other Owners or Occupiers or to any other person lawfully using Common Property;
- g. not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of Common Property by other persons lawfully using Common Property;
- h. not permit any child of whom the Owner or Occupier has control to play on Common Property unless accompanied by an adult exercising effective control or to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children;
- i. not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of their Lot in a way that is visible from outside the Lot other than on clothes lines provided by the Owners Corporation for that purpose and there only for a reasonable period;
- j. not smoke while on Common Property;
- k. not obstruct the lawful use of Common Property by another person;
- l. not do anything in breach of any Law while on Common Property; and
- m. not deposit or throw on the Common Property any garbage, rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

5.2 Invitees

Each Owner and Occupier must ensure that their invitees do not breach any By-Laws.

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5.3 Vehicles

Owners and Occupiers:

- a. must not park or stand any motor Vehicle on Common Property or permit any invitees of the Owner or Occupier to park or stand any motor vehicle on Common Property except with the prior written approval of the Owners Corporation;
- b. must keep their car space clean and in good repair and free from grease; and may not with the prior consent of the Owners Corporation:
 1. use car spaces as storage areas;
 2. park boats or caravans;
 3. enclose their car space;
 4. change the use of their Lot if the change would be likely to adversely affect the Owners Corporation insurance for the Building, or increase the premium for the Owners Corporation insurance for the Building.

5.4 Floor coverings

- a. An Owner or Occupier of a lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of their Lot if the change is likely to result in an increase in noise transmitted from that Lot to any other Lot. The notice must specify the type of the proposed floor covering or surface.
- b. This By-Law does not affect any requirement under any Law for the Owner or Occupier to obtain a consent or approval for changing the floor covering or surface concerned.
- c. Each Owner must ensure that all floor space within their Lot is covered or otherwise treated to prevent the transmission of noise from the Lot to another Lot which is likely to disturb the peaceful enjoyment of another Owner or Occupier.


5.5 Flammable substances

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any flammable, dangerous or hazardous substance that is likely to pose a health or safety risk to Owners, Occupiers or their invitees. This By-Law does not apply to substances:

- a. used for domestic purposes provided they are in reasonable domestic quantities;
- b. petrol, diesel or other lawful substances in a fuel tank of a motor vehicle; or
- c. used or stored by an Owner or Occupier of a Lot used for commercial uses, in accordance with a current permit for the substances under relevant Laws.

5.6 Windows & balconies

- a. The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be safely accessed by the Owner or Occupier of the Lot. Otherwise, Owners are responsible for cleaning all interior and exterior


Approved Form 7		Strata Plan By-laws		Sheet 10 of 32 sheet(s)	
Office Use Only			Office Use Only		
Registered:  18/03/2021			<h1>SP102891</h1>		

surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property.

- b. Owners and Occupiers may not without the prior consent of the Owners Corporation:
 1. install window treatments (including blinds or curtains) unless they are a neutral colour or off white or a colour otherwise approved by the Owners Corporation;
 2. tint the glass of any windows;
 3. install any exterior windows treatment (such as louvers, shutters, awnings, pergolas, shades, shade cloth or blinds) or grills, locks or security devices, which are visible from the outside of the Lot;
 4. change the colour of any wall or surfaces that is visible outside the Lot; or
 5. install any security devices, locks or fencing in the car park of the Building.
- c. Owners must keep all window and door treatments and furniture clean and in good repair.
- d. Owners must keep balconies forming part of their Lot clean and in good repair and maintained so as to prevent corrosion and weathering.

5.7 Security

- a. An Owner or Occupier, or a person authorised by them, may install:
 1. locking or other safety devices for protection of the Owner's Lot against intruders or to improve safety within the Lot;
 2. screens. or other devices to prevent entry of animals or insects;
 3. structures or devices to prevent harm to children; or
 4. devices used to affix decorative items to the external surfaces of walls in the Lot (for example on balconies).
- b. The Owner or Occupier must first obtain the Owner's Corporation consent to the Works under these By-Laws in relation to the installation of:
 1. any item described in paragraph (a) above that are visible outside the Lot or that in a material way any Common Property or shared facilities (as defined in the Strata Management Statement), and
 2. any locking or other security devices in their Lot/s in the car park of the Building.
- c. Any such device must:
 1. not interfere with Common Property or access to and from it;
 2. be installed in a competent and proper manner; and
 3. be in keeping with the appearance of the rest of the Building.
- d. An Owner or Occupier must repair any damage caused to any part of the Common Property by the installation or removal of any such device.

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5.8 Installations

Despite section 62 of the Strata Schemes Management Act 1996 (NSW), an Owner must at its cost repair and maintain in a state of good working order any installation or structure that forms part of the Common Property and that services the Lot to which the consent of the Owners Corporation has been given.

5.9 Moving furniture etc on Common Property

- a. Owners and Occupiers may not move furniture, heavy or bulky items through Common Property except in accordance with the requirements of the Owners Corporation. Without limitation to By-Law 2.2 the Owners Corporation may stipulate requirements as to the time of day and area of Common Property used for such activities.
- b. Owners must at their cost repair any damage caused to Common Property by such activities.

5.10 Prevention of hazards

Owners and Occupiers must not do anything or permit any of their invitees to do anything on the Lot or Common Property that is likely to:


- a. affect the operation of fire safety devices or to reduce the level of fire safety in the Lots or Common Property;. Or
- b. create a hazard or danger to the Owner or Occupier of another lot or any person lawfully using the Common Property.

5.11 Use

Owners and Occupiers must ensure that their Lot is used only for a residence. A change to the use of a lot for short-term or holiday letting must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

5.12 Compensation to Owners Corporation

Owners and Occupiers must compensate the Owners Corporation for any damage to the Building or Common Property or for any costs incurred by the Owners Corporation as a result of breach of the By-Laws by them, their invitees or any one under their control.

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		Office Use Only		Office Use Only	
Registered:  18/03/2021		SP102891			

5.13 Hanging out of washing


- a. 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.
- b. An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings and which is not visible from the roadside. The washing may only be hung for a reasonable period. Owners corporation's executive committee has the rights to make necessary changes.

1. In this by-law: 'washing' includes any clothing, towel, bedding or other article of a similar type.

6. Garbage Disposal

6.1 Disposal

- a. Owners and Occupiers of a Lot that do not have shared garbage facilities must:
 1. maintain garbage bins within their Lot or in the Garbage Room in clean tidy and dry condition;
 2. place all garbage in those bins and make sure no garbage is placed or left anywhere else on the Common Property;
 3. ensure all garbage is securely wrapped and drained of fluids;
 4. ensure recyclable materials are separated in accordance with relevant recycling requirements;
 5. place their garbage bin in the place designated by the Owners Corporation for collection no more than 12 hours before the time for collection and promptly return their garbage bin after collection; and
 6. not use the garbage bin belonging to any other person without consent.
- b. Owners and Occupiers that do have shared garbage facilities must:
 1. place all their garbage in the bins in the Garbage Room and make sure no garbage is placed or left anywhere else on the Common Property;
 2. ensure all garbage is securely wrapped and drained of fluids; and
 3. ensure recyclable materials are separated in accordance with relevant recycling requirements.
- c. Owners and Occupiers must promptly remove any thing which the Owner or Occupier has spilled and must take such action as may be necessary to clean the area within which that thing was spilled.


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6.2 General

- a. Owners and Occupiers must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material and must notify the local council and Owners Corporation of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- b. if a Lot is used for commercial purposes, Owners and Occupiers must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- c. This By-Law does not require an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.
- d. 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).
- e. An owner or occupier must:
 1. 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 comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
 2. 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.
 3. 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.

7. Keeping of Animals

- a. An Owner or Occupier must not, without the prior written approval of the Owners Corporation, keep any animal on the Lot or the Common Property.
- b. The Notice must be given to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before.
- c. If an owner or occupier of a lot is approved to keep an animal on the lot, the owner or occupier must:
 1. keep the animal within the lot, and
 2. supervise the animal when it is on the common property, and
 3. take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

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8. Provision of Amenities or Services

- a. The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the Owners or Occupiers of one or more of the lots:
 1. security services;
 2. promotional services;
 3. commercial cleaning;
 4. domestic services;
 5. garbage disposal and recycling services;
 6. electricity, water or gas supply; and
 7. telecommunication services (for example, cable television)
- b. If the Owners Corporation makes a resolution referred to. in paragraph (a) to provide an amenity or service to a Lot or to the Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.


9. Controls on Hours of Operation and Use of Facilities

9.1 Regulating activities

- a. The Owners Corporation may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots and Common Property of the strata scheme:
 1. that commercial or business activities may be conducted on a Lot or Common Property only during certain times; and
 2. that facilities situated on the Common Property may be used only during certain times or on certain conditions.
- b. Owners and Occupiers must comply with a determination referred to in this By-Law.

9.2 Signs

The provisions of By-Law 9.1 relating to signs does not prohibit the Original Owner from displaying and installing 'For Sale' or 'For Lease' signs in a Lot or on Common Property.

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10. Building Works

10.1 Prohibition

- a. If an Owner or Occupier intends to carry out any Works, the Owner or Occupier must first obtain the Owners Corporation's consent for the works from relevant Authorities.
- b. This clause does not apply to minor works that do not affect Common Property or shared facilities (as defined in the Strata Management Statement) or that are not visible from outside the Lot and which do not require development consent from an Authority (for example internal painting and picture hooks).

10.2 Approval

- a. When seeking the Owners Corporation consent to any works or alterations, Owners must submit:
 1. copies of plans and specifications and other materials reasonably required by the Owners Corporation;
 2. copies of approvals from relevant Authorities necessary for the works or alterations; and
 3. a copy of the Owner's or its contractor's certificate of currency for insurance policy covering the proposed works and public liability.
- b. The Owners Corporation may:
 1. grant or withhold consent, and grant consent with conditions, in relation to any works and alterations and it is not bound by its previous decisions;
 2. revoke an approval or require an Owner or Occupier to remove or alter items of work if:
 3. they do not have consent from the Owners Corporation and each relevant Authority for carrying out those works;
 4. they breach the terms of any such consent or approval;
 5. the works detrimentally affects the appearance or amenity of any Common Property; or
 6. the works are in breach of these By-Laws, any Strata Management Statement, a registered dealing or any development consent applicable to the Building;
 7. make conditions for consent to carrying out works which may include:
 8. that the works must be completed with a specified time and may only be carried out during specified hours; and
 9. stipulating means of access to carry out the works; and
 10. in considering an application for approval for works engage any relevant consultants at the applicant's cost and the Owners Corporation may require that their-fees be paid up front.

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- c. A consent by the Owners Corporation in connection with any works:
1. denotes only that it has no objection to the act, matter or thing the subject of the consent; and
 2. does not release or modify the Owner's or Occupier's obligations under any Law or these By-Laws.
- d. An Owner or Occupier may not change their plans and specifications, or their works, without obtaining the Owners Corporation's prior written consent.

10.3 Works


The Owner must procure the construction of the Owner's works:

- a. promptly, at its cost;
- b. so that no damage is caused to Common Property and as little disturbance as possible is made to other Owners and Occupiers;
- c. in a proper and workmanlike manner and to a standard commensurate with the Building using properly qualified tradesmen; and
- d. in accordance with:
 1. approvals required to be obtained for the works;
 2. the plans as approved by the Owner's Corporation and each relevant Authority;
 3. the Building Code of Australia and all Laws;
 4. the requirements of relevant Authorities; and
 5. the reasonable directions of the Owners Corporation.
- e. The Owner may not change the Owner's plans or the Owner's works without obtaining the Owners Corporation's prior written consent.

10.4 Certification

On completion of the Owner's Works the Owner must:

- a. give the Owner's Corporation a copy of a final occupation certificate under the Environmental Planning and Assessment Act 1979 (NSW) for the works;
- b. (if requested by the Owners Corporation) give the Owners Corporation a copy of 'as built' drawings for the works; and
- c. remove all building rubbish and debris from the Common Property, repairing any damage to the Common Property caused by the works, and cleaning any part of the Common Property used in carrying out the works.

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11.Consent, Codes and Rules

11.1 How consent is given


- a. Any consent given by the Owners Corporation under these By-Laws may be:
 1. given by the Owners Corporation at a general meeting;
 2. given by the Executive Committee at a meeting of the Executive Committee (unless it is a consent that may only lawfully be given by the Owners Corporation in general meeting);
 3. (subject to any Law) granted or withheld by the Owners Corporation or Executive Committee in their absolute discretion and granted with or without conditions; and
 4. (subject to any Law) revoked:
 5. by the Owners Corporation at a general meeting; or
 6. by the Executive Committee at a duly convened meeting.
- b. Owners and Occupants must comply, with any lawful condition of such consent.

11.2 Codes and Rules

- a. The Owners Corporation may by resolution in a general meeting make, amend and revoke Codes and Rules governing the following:
 1. use, management, security and control of the Building;
 2. appearance of Lots including installation of any window treatments, security devices and signs visible outside the Lot;
 3. enclosure's for car and storage spaces; and
 4. any other matter determined by the Owners Corporation.
- b. If an Owner or Occupier applies for consent to an activity about which the Owners Corporation has made a Code or Rule then the Owners Corporation must not withhold consent to that activity if the activity is permitted by the Code or Rule.
- c. Owners and Occupiers are bound by the terms of all Codes and Rules.

11.3 Precedence

If there is an inconsistency between a Rule or a Code and a By-Law or requirement of an Authority, the terms of the By-Law or requirement (as the case may be) will prevail to the extent of the inconsistency.

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12. Alterations and Additions to Fire Doors

12.1 Definitions

- a. The following terms are defined to mean:
'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.
'Original Condition' means the condition at the date of registration of the strata scheme.
- b. Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will then have the same meaning as those words are attributed under that Act,

12.2 Duties of Owners

- a. Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not;
- b. replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
- c. make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

12.3 Liability


- a. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
- b. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

12.4 Indemnity

- a. An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

12.5 Right to Remedy Default If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;


- a. carry out all work necessary to perform the obligation;
- b. enter upon any part of the parcel to carry out that work; and
- c. recover the costs of carrying out that work as a debt from the owner of the lot.

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13.Installation of Air Conditioners

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air- conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

- a. The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
- b. the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- c. the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
- d. the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- e. the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
- f. the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- g. the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
- h. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- i. the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- j. the air-conditioner and all filters must be regularly cleaned by the owner;
- k. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
 1. (2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

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14.Smoke Penetration

An owner or occupier and any invitee of an owner or occupier must not smoke tobacco or any similar product on the common property.

An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.

This By-law does not prevent an owner or occupier of a lot from utilizing a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

15.Major Building Work (Major Renovations) By-Law


15.1 Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

15.2 Application to the Owners Corporation


An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

- a. make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
- b. include with the application;
 1. any fee prescribed by the Owners Corporation
 2. detailed plans and specifications for the Major Building Works;
 3. a description of the proposed Major Building Works; and
 4. information as to:
 - i. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and
 - ii. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

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15.3 Rights in Owners Corporation

- a. in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:
 1. require the applicant to submit further information, such as further plans, specifications or reports;
 2. waive the requirement to submit detailed plans and specifications;
 3. require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or
 4. appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
- b. in processing an application, the Owners Corporation:
 1. may act in its own discretion;
 2. approve it unconditionally or may impose conditions; and
 3. may disregard its previous decisions.
- c. In processing an application, the Owners Corporation may require the payment of a bond:
 1. to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
 2. to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
 3. to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.
- d. the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.
- e. If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
- f. The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.


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15.4 Pre-conditions to commencing to carry out Major Building Works

- a. the provisions of this by-law apply to all Major Building Works, whether to a Lot or to CommonProperty.
- b. Owners must not commence to carry out Major Building Works unless:
 1. the Owners Corporation has approved the works in accordance with this by-law (clause 1).
 2. the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
 3. all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
 4. all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
 5. the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
 6. the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
 7. the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

15.5 Pre-conditions to commencing to carry out Major Building Works to Common Property

- a. the provisions of this by-law apply to Major Building Works to Common Property
- b. if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
 1. a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
 2. if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:
 - i. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
 - ii. the Owners Corporation has made and registered a by-law to that effect; and
 - iii. the Owner has given the Owners Corporation its approval to the making of the by-law

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15.6 Condition when carrying out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

- comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- ensure the works are carried out in a proper and workmanlike manner;
- use only qualified and, where appropriate, licensed tradesmen;
- ensure the works are carried out without undue delay;
- ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
- cause as little disturbance to other Owners and Occupiers as is practicable;
- ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
- ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
- ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

15.7 Access to Common Property


15.8

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

15.9 Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

- ensure all rubbish and debris caused by the works is removed from the Building and environs;
- ensure the Common Property is left clean and tidy;
- if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

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15.10 Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

15.11 Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- a. in connection with the major Building Works (including costs for approving the Major Building Works); and
- b. arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

15.12 Right in Owners Corporation to remedy

At its discretion, the Owners Corporation may:


- a. perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- b. enter any part of the Parcel to carry out its rights in this by-law; and
- c. recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

15.13 Future alteration to Major Building Works

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

15.14 Major Building Works Not Permitted to Remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. These provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

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15.15 Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works he subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

16.Minor Renovations By-Law


16.1 Intention

The intention of this By-law is;

- To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- Define what Minor Works may be approved by the committee,
- Provide owners with an application process to have their Minor Works approved,
- Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

16.2 Definitions


- The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - Renovating any other room within a lot (not including structural works)
 - Changing or installing recessed light fittings,
 - Installing or replacing wood or other hard floors,
 - Installing or replacing wiring or cabling or power or access points,
 - Work involving reconfiguring walls,
 - Installing or replacing pipes and duct work,
 - Installing a rainwater tank,
 - Installing a clothesline,
 - Installing a reverse cycle split system or ducted air-conditioning system,
 - Installing double or triple glazed windows,
 - Installing a heat pump or hot water service,
 - Installing ceiling, wall or floor insulation,

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14. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
15. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
16. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
17. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

16.3 Authority to approve Minor Renovations

- a. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- b. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- c. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- d. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- e. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- f. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- g. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- h. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

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16.4 Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- a. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- b. A description of the Minor Renovations proposed,
- c. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
- d. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
- e. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- f. Details of how any rubbish and debris will be disposed of during the construction process,
- g. The estimated duration of the work,
- h. Other information that the committee may require in order to process the application.

16.5 Terms and Conditions that will apply to all approvals

- a. The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.
 1. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 2. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 3. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 4. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 5. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 6. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 7. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;

Approved Form 7	Strata Plan By-laws	Sheet 28 of 32 sheet(s)
Office Use Only		Office Use Only
Registered:  18/03/2021	SP102891	


- b. In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- c. The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
 1. The supply of a Dilapidation Report prior to the commencement of the works,
 2. The supply of additional expert reports relevant to the proposed works,
 3. Payment of a Bond before commencement of the works,
 4. Conditions surrounding noise and proposed times of work,
 5. Provisions for cleaning and removal of debris,
 6. Conditions surrounding access to common property for trades, equipment and vehicles.
 7. Any other matter relevant to the application.

17.Responsibility of maintenance, repair or replacement

Clause 15 shall take precedence over all other by-laws in respect to the maintenance, repair or replacement of common property if there is a dispute.


17.1 Lot Owners responsibilities for maintenance, repair or replacement

- a. all elements of the building that are contained within the cubic air-space of the lot are the individual owner's responsibility for maintenance unless otherwise stated and not limited to:
 1. Carpets, Cork Tiles, Vinyl/Linoleum Tiles, Floating Timber Floorboards
 2. Paint and wallpaper
 3. Light fittings
 4. Blinds & Curtains
 5. Internal walls
 6. Internal doors
 7. Wall Tiles located on an internal wall
 8. Skirtings and Architraves located on an internal wall
 9. Toilets & pedestals
 10. Bath tubs, basins & vanities
 11. Shower Screens
 12. Built-In Wardrobes
 13. Kitchen sinks, cabinets & bench tops
 14. Electrical wiring located on an internal wall
 15. Appliances that only service the lot, EG bench ovens, cook tops, range hoods, hot water heaters, air conditioners etc.
 16. Pipe work housed exclusively within the lot (EG the hot water pipe from hot water heater) or pipes located on an internal wall
 17. Fences separating two lots (EG separating the courtyards of two lots)


Approved Form 7	Strata Plan By-laws	Sheet 29 of 32 sheet(s)
Office Use Only		Office Use Only
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17.2 Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	a) columns and railings b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) balcony ceilings (including painting) d) security doors, other than those installed by an owner after registration of the strata plan e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan f) common wall fencing, shown as a thick line on the strata plan g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land h) awnings within common property outside the cubic space of a balcony or courtyard i) walls of planter boxes shown by a thick line on the strata plan that part of a tree which exists within common property j) that part of a tree which exists within common property
2. Ceiling/Roof	a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owners responsibility) b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owners responsibility) c) guttering d) membranes
3. Electrical	a) air conditioning systems serving more than one lot b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller c) fuses and fuse board in meter room d) intercom handset and wiring serving more than one lot e) electrical wiring serving more than one lot f) light fittings serving more than one lot g) power point sockets serving more than one lot h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under Environmental Planning and Assessment Act 1979) i) telephone, television, internet and cable wiring within common property walls j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is

Approved Form 7	Strata Plan By-laws	Sheet 30 of 32 sheet(s)
Office Use Only		Office Use Only
Registered:  18/03/2021		SP102891

	k) contained within any lot or on common property lifts and lift operating systems
4. Entrance door	a) original door lock or its subsequent replacement b) entrance door to a lot including all door furniture and automatic closer c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	a) original floorboards or parquetry flooring affixed to common property floors b) mezzanines and stairs within lots, if shown as a separate level in the strata plan c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	a) common property walls b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) any door in a common property wall (including all original door furniture) d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan f) ducting cover or structure covering a service that serves more than one lot or the common property g) ducting for the purposes of carrying pipes servicing more than one lot h) exhaust fans outside the lot i) hot water service located outside of the boundary of any lot or where that service serves more than one lot j) letter boxes within common property k) swimming pool and associated equipment

Approved Form 7		Strata Plan By-laws		Sheet 31 of 32 sheet(s)	
Office Use Only			Office Use Only		
Registered:  18/03/2021			<h1>SP102891</h1>		

7. Parking/Garage	<ul style="list-style-type: none"> a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	<ul style="list-style-type: none"> a) floor drain or sewer in common property b) pipes within common property wall, floor or ceiling c) main stopcock to unit d) storm water and on-site detention systems below ground
9. Windows	<ul style="list-style-type: none"> a) windows in common property walls, including window furniture, sash cord and window seal b) insect-screens, other than those installed by an owner after the registration of the strata plan c) original lock or other lock if subsequently replacement by the owners corporation

Approved Form /

Strata Plan By-laws

Office Use Only

Office Use Only

Registered:



18/03/2021

SP102891

A) Signatures Page

EXECUTED by

Aadhar Developers Pty Ltd

ACN 609 116 823

in accordance with s127 of

the Corporations Act 2001

)

)

)

)

)

S.K. Agrawal

Shashikumari Krishnakumar Agrawal

Sole Director

Consent of Mortgage

The Trust Company (Australia) Limited ACN 000 000 993
 by its Attorney pursuant to Power of Attorney dated
 18 September 2014 Registered No. 134 Book 4676
 Who states that he/she has received no notice of
 revocation of the Power of Attorney.

Attorney Name:

Position:

Trent Franklin
 Senior Client Manager

Witness

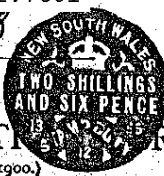
Shane Johnstone
 Client Service Officer

Level 18 123 Pitt Street

SYDNEY 2000



MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



Fees -
Lodgment 2/10
Endorsement 2/10
Certificate 10/-
6/3/56

(Trusts must not be disclosed in the transfer.)

Handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black ink.

It is to be noted that the instrument must be signed by the parties and their signatures must be shown.

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I, WALTER CHARLES BOLTON, of Penrith, Carrier
With consent of my wife
(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of four hundred and seventy five pounds (£475) (the receipt whereof is hereby acknowledged) paid to me by JOHN BARRY DOYLE of 450 High Street, Penrith, Clerk and MONICA THERESE DOYLE his wife

(herein called transferee) do hereby transfer to the said transferee as joint tenants ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	MULGOA	Part	6399	23	Being Lot 25 Section 20 D.P. 2296

And the transferee covenants with the transferor Reserving unto the Transferor his Executors Administrators and Assignees as owner or owners for the time being and as appurtenant to the land comprised in Certificate of Title Volume 6399 Folio 23 full and free right to run and pass water and soil through and along the water supply pipes the position whereof is along the western boundary of the subject land having a width of three feet TOGETHER WITH the right to enter upon the subject land for the purpose of cleaning repairing and removing any blockage in the said pipes PROVIDED THAT upon the exercise of the last mentioned right the Transferor his Executors Administrators and Assignees shall make good any damage to the surface of the subject land AND the Transferees shall covenant with the Transferor his Executors Administrators and Assignees that they will not erect any building over the said pipes and will not do or suffer any act or thing which may cause the same to be damaged.

ENCUMBRANCES, &c., REFERRED TO.*

Signed at Penrith the seventh day of January 1956.

Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
W. Bolton
Transferor.*

Signed
Solicitor Penrith

Signed in my presence by the transferee s
are
WHO ARE PERSONALLY KNOWN TO ME
John Barry Doyle
Monica Therese Doyle
Solicitor for the Transferor(s) under
signature cannot be obtained without
difficulties and delay

Repeat attestation if necessary.

the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. 61027 LODGED BY B. L. O'Rourke
427 High St
Wagga Wagga

CONSENT OF MORTGAGEE!
(N.E.—Before execution read marginal note.)
THE MUTUAL LIFE AND CITIZENS' ASSURANCE COMPANY LIMITED

mortgaged under Mortgage No. F573331

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

And Gordon Ernest Allen and Milton Herbert Allen being the duly constituted Attorneys of The Mutual Life and Citizens' Assurance Company Limited under Power of Attorney Registered in the Miscellaneous Register No. 47544 hereby respectively state that they have no notice of the revocation of the said Power of Attorney at the time of their executing this instrument.

Dated at SYDNEY this nineteenth day of January 1956.

Signed in my presence by for and on behalf of THE MUTUAL LIFE AND CITIZENS' ASSURANCE COMPANY LIMITED by Gordon Ernest Allen and Milton Herbert Allen its duly constituted Attorneys who are personally known to me.

CHARLES GORDON McKEE
Charles Gordon McKee
Mortgagee.

1 This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 47544 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19

Signed in the presence of—

CERTIFICATE OF J.P. &c., TAKING DECLARATION OF ATTESTING WITNESS!

Appeared before me at the day of one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

1 To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HERewith.
<u>RR</u>	<u>Residing in it.</u>	
Checked by <u>RR</u>	Particulars entered in Register Book, Volume <u>6399</u> Folio <u>23</u>	1. _____ Received Docs. 2. _____ Nos. 3. _____ 4. _____ 5. _____ 6. _____ Receiving Clerk. 7. _____
Passed (in S.D.B.) by <u>RR</u>	the <u>26th</u> day of <u>June</u> 19 <u>56</u> at	
Signed by <u>J. H. Pells</u>	minutes past <u>12</u> o'clock in the <u>noon</u> .	

Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.		
	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written ...	<u>RR</u>	<u>19/3</u>
Draft examined ...	<u>RR</u>	<u>20/3</u>
Diagram prepared ...	<u>RR</u>	<u>21/3</u>
Diagram examined ...	<u>RR</u>	<u>10/4</u>
Draft forwarded ...	<u>RR</u>	<u>11/4</u>
Supt. of Engrossers	<u>RR</u>	<u>12/4</u>
Cancellation Clerk ...	<u>RR</u>	<u>13/4</u>
Vol. <u>7192</u>		

K.1155 St 487-W

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are :—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable :—(a) 5/- for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



RECORDED
11 OCT 1956

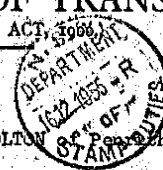


FEES:—
Lodgment
Endorsement
Certificate

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1906)

with consent of new owner
1, FREDERICK HERBERT BOLTON, Carrier,



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument, should extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

a If a less estate, strike out the word "fee simple" and insert the required alteration.

b Full postal address of transferee must be shown.

c If two or more, state whether as joint tenants or tenants in common.

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

e If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. or" or "being the land shown in the plan annexed hereto."

f "Being the residue of the land in certificate (a) and registered Vol. 6399, Fol. 22. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

g Strike out if unnecessary. Covenants should comply with Section 68 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

h A very short note will suffice.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of FIVE HUNDRED POUNDS

(£ 500.....) (the receipt whereof is hereby acknowledged) paid to me by

ALBERT VICTOR MANN of Tindale Street, Penrith, Purchasing Officer,

(herein called transferor)

(herein called transferee)

do hereby transfer to the said transferee

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
Cumberland	Mulgoa	Part	6399	22	Section 20 Being Lot 24 in Deposited Plan 2296.

And the transferee covenants with the transferor See Rider "A"

ENCUMBRANCES, &c., REFERRED TO.

N i l.

Signed at Penrith the 22nd day of November 1955.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Chas. Lewis J.P.

Signed

F. Bolton
Transferor.*

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Chas. Lewis

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Chas. Lewis

Transferee(s).

* If signed by any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

RIDER "A"

to Transfer dated 22nd November, 1955.

BUT reserving unto the transferor his executors administrators
and assigns of Lot 11^{SECTION 20} of the said Deposited Plan an easement
to lay use and maintain water pipes under and within a strip
of land three feet wide along and adjoining the western boundary
of Lot 24^{SECTION 20} in the said Deposited Plan from Tindale Street Penrith
to the southern boundary of the said Lot 11 with full right and
liberty to alter use and maintain the said water pipe line and
to make all necessary excavations shafts and cuttings in on or
through such strip of land three feet wide and to inspect repair
and maintain the same from time to time.

Sign here

J. B. J. Botter
.....
Transferor

W. H. H. H. H.
.....
Transferee

B. H. H. H. J. P.

B. H. H. H. J. P.

G 430162

LODGED BY

Health Savings
Lending Dept.

CONSENT OF MORTGAGEE!

(N.B. Before execution read marginal note.)

BANK OF NEW SOUTH WALES

mortgagee under Mortgage No. 5636962

releases and discharges the land comprised in the within transfer from such mortgage and all claims thereunder without prejudice to the rights and remedies as regards the mortgage of the land comprised in such mortgage, and as regards the mortgagor and all sureties and other persons if any whether under such Mortgage or any other security instrument or document and as regards the property comprised in any such other security instrument or document.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Signed for and on behalf of the Bank of New South Wales at Sydney on the twenty-fourth day of November, 1955, by Allan Jack Wilson and Frank Astley Harper its duly constituted Attorneys who are personally known to me

Bank of New South Wales by its Attorneys

Asst. Chief Security Officer

L. S. Barker
Inspector
Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 30446 Miscellaneous Register under the authority of which he has just executed the within transfer consent.

Signed at Sydney the twenty-fourth day of November 1955.

Signed in the presence of

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and free and voluntarily signed the same.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book, Volume 6399 Folio 22
Passed (in S.D.B.) by	
Signed by	the 15th day of October 1956 at 45 minutes past 2 o'clock in the afternoon.
	<i>J. H. Pelles</i> Registrar-General.

DOCUMENTS LODGED HEREWITH.	
To be filled in by person lodging dealing.	
1	Received Docs.
2	Nos.
3	
4	
5	
6	Receiving Clerk.
7	

PROGRESS RECORD.

	Initials	Date
to Survey Branch		
ved from Records		
written ...		
examined ...		26.10.56
im prepared ...		6/2
im examined ...		13/10/57
forwarded ...		2/11/57
of Engrossers ...		19/11/57
ation Clerk		

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 2/- for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

EXTRA FEES G 430162
10/-
Diagram
15/-
Extra Folios

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

ePlan

Lengths are in metres

(Sheet 1 of 4 sheets)

Plan: **DP1269956**

Plan of easement and restriction affecting
Lot 1011 in DP 1250368

Full name and address of the
owner of the land:

AADHAR DEVELOPERS PTY LTD
5A Lindsey Street
WENTWORTHVILLE NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Padmount Substation 2.75 Wide (A)	1011/1250368	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2	Restriction on the Use of Land (B)	1011/1250368	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

PART 2

1. Terms of Easement numbered 1 in the plan

The terms set out in Memorandum registered No AK104621 are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Name of Authority having the power to release vary or modify the terms of Easement numbered 1 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.

2. Terms of Restriction on the Use of Land numbered 2 in the plan

2.1 Definitions:

- a) **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.
- b) **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- c) **erect** includes construct, install, build and maintain.
- d) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.



Witness

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

ePlan

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan: **DP1269956**

Plan of easement and restriction affecting
Lot 1011 in DP 1250368

PART 2

- 2.2 No building shall be erected or permitted to remain within the restriction site unless:
- a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - c) the owner provides the authority benefited with an engineer's certificate to this effect.
- 2.3 The fire ratings mentioned in clause 2.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 2.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- a) 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.
 - b) 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.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 2 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.


.....
Witness

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

ePlan

Lengths are in metres

(Sheet 3 of 4 sheets)

Plan: **DP1269956**

Plan of easement and restriction affecting
Lot 1011 in DP 1250368

PART 2

EXECUTED by)
AADHAR DEVELOPMENTS PTY LTD)
ACN 609 116 823)
in accordance with s127 of)
the Corporations Act 2001)


.....
Shashikumari Krishnakumar Agrawal
Sole Director/Secretary

I certify that the attorney signed this instrument in
my presence.

Signed by the attorney named below who signed this
instrument pursuant to the power of attorney specified
for **Endeavour Energy Network Asset Partnership**
(ABN 30 586 412 717) on behalf of **Epsilon**
Distribution Ministerial Holding Corporation (ABN 59
253 130 878) pursuant to section 36 of the *Electricity*
Network Assets (Authorised Transactions) Act 2015
(NSW)

Signature of witness:



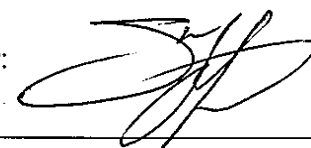
Name of witness:

MEGAN DOWDS

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Simon Lawton
Strategic Property Manager

Power of attorney:

Book 4768 No 870

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

UML8978

Date of signature:

5 November 2020



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

ePlan

Lengths are in metres


(Sheet 4 of 4 sheets)

Plan: **DP1269956**

Plan of easement and restriction affecting
Lot 1011 in DP 1250368

PART 2

Consent of Mortgagee (AP670327)



The Trust Company (Australia) Limited ACN 000 000 993
by its Attorney pursuant to Power of Attorney dated
18 September 2014 Registered No. 134 Book 4676
Who states that he/she has received no notice of
revocation of the Power of Attorney.

Attorney Name: John Newby
Position: Head of Custody

Witness: PK
Witness:
Frances Kalem
Client Service Officer

L18, 123 PITT ST
SYDNEY

REGISTERED



18/12/2020

mDowds

Form: 13PC
 Release: 3-2

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919



AQ628452J

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of 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

1011/1250368

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any		CODE PC
	SDG LAND DEVELOPMENT SOLUTIONS PTY LTD		
	PO BOX 2572 NORTH PARAMATTA NSW 1750		
	LRS A/C No.131581 PH:96307955		
	Email:	nc@sdg.net.au	
	Reference:	7492	

(C) REGISTERED PROPRIETOR

Of the above land
 AADHAR DEVELOPERS PTY LTD

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AP670327	THE TRUST COMPANY (AUSTRALIA) LIMITED

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
 PENRITH CITY COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 23 October 2020

(G) Execution by the prescribed authority

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
 Name of witness: **Abby Younan**
 Address of witness: **C/- 601 High Street Penrith**

Signature of authorised officer:
 Name of authorised officer: **Gavin Cherry**
 Position of authorised officer: **Development Assessment Coordinator**

(G) Execution by the registered proprietor

Electronic signatures affixed by officers, or at their direction, on Friday, 23 October 2020

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: **AADHAR DEVELOPERS PTY LTD**
 Authority: **section 127 of the Corporations Act 2001**

Signature of authorised person:	Signature of authorised person:
Name of authorised person: SHASHIKUMARI KRISHNAKUMAR	Name of authorised person:
Office held: Sole Director/Secretary	Office held:

(H) Consent of the mortgagee

The mortgagee under mortgage No. AP670327, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
 Name of witness: **Frances Kalem**
 Address of witness: **L18, 123 PITT ST SYDNEY**
 Client Service Officer

Signature of mortgagee:
 Name of mortgagee: **John Newby**
 Address of mortgagee: **18/9/2014 Book 4676 No 134**
 Head of Custody

ANNEXURE 'A'

Property Address: 136-140 High Street, Penrith NSW 2750

Lot 1011 in DP1250368

Terms of Positive Covenant:

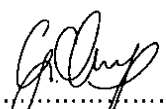
(1) The registered proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structures of and incidental to the on-site detention system within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.

(2) Where the registered proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the registered proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.

(3) Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure or alter surface levels to ensure the on-site detention system within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: DA 16/0833).

Name of Authority having the power to release, vary or modify the positive covenant is **Penrith City Council**.

APPROVED BY PENRITH CITY COUNCIL

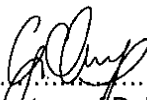

.....
Authorised Officer

ANNEXURE 'A'

Property Address: 136-140 High Street, Penrith NSW 2750
Lot 1011 in DP1250368

SIGNED BY PENRITH CITY COUNCIL

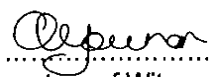
Blacktown City Council by its authorised
delegate pursuant to s.377 Local Government
Act 1993


.....
Signature of Delegate

Gavin Cherry
.....
Name of Delegate

Development Assessment Coordinator
.....
Position of Delegate

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


.....
Signature of Witness

Abby Younan
.....
Name of Witness

C/- 601 High Street Penrith
.....
Address of Witness

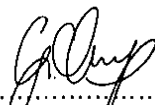
Electronic signatures affixed by officers, or at their direction, on Friday, 23 October 2020

EXECUTED by)
AADHAR DEVELOPERS PTY LTD)
ACN 609 116 823)
in accordance with s127 of)
the Corporations Act 2001)


.....(Signature)

Shashikumari Krishnakumar Agrawal
Sole Director/Secretary

APPROVED BY PENRITH CITY COUNCIL


.....
Authorised Officer

ANNEXURE 'A'

Property Address: 136-140 High Street, Penrith NSW 2750

Lot 1011 in DP1250368


Consent of Mortgagee (AP670327)



The Trust Company (Australia) Limited ACN 000 000 993
by its Attorney pursuant to Power of Attorney dated
18 September 2014 Registered No. 134 Book 4676
Who states that he/she has received no notice of
revocation of the Power of Attorney.

Attorney Name:

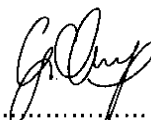
Position: John Newby
Head of Custody

Witness: 

Frances Kalem
Client Service Officer

L18, 123 PITT ST
SYDNEY

APPROVED BY PENRITH CITY COUNCIL



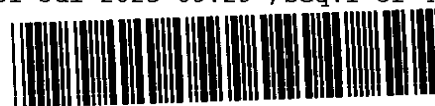
Authorised Officer

Form: 13RPA
Release: 3-2

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919



AQ628453G

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**

1011/1250368

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any		CODE RV
	SDG LAND DEVELOPMENT SOLUTIONS PTY LTD		
	PO BOX 2572 NORTH PARAMATTA NSW 1750		
	LRS A/C No.131581 PH:96307955		
	Email:	nc@sdg.net.au	
	Reference:	7492	

(C) **REGISTERED PROPRIETOR**

Of the above land
AADHAR DEVELOPERS PTY LTD

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AP670327	THE TRUST COMPANY (AUSTRALIA) LIMITED

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
PENRITH CITY COUNCIL

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 23 October 2020

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Abby Younan

Name of witness:

Abby Younan

Address of witness:

C/- 601 High Street Penrith

Signature of authorised officer:

Gavin Cherry

Name of authorised officer:

Gavin Cherry

Position of authorised officer:

Development Assessment Coordinator

Electronic signatures affixed by officers, or at their direction, on Friday, 23 October 2020

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: AADHAR DEVELOPERS PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

S. K. Agrawal

Signature of authorised person:

Name of authorised person:

SHASHIKUMARI KRISHNAKUMAR

Name of authorised person:

Office held:

Sole Director/Secretary

AGRAWAL Office held:

(H) The mortgagee under mortgage No. AP670327

agrees to be bound by this restriction.

I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Frances Kalem

Frances Kalem

Name of witness:

Client Service Officer

Address of witness:

L18, 123 PITT ST
SYDNEY

Signature of mortgagee:

John Newby

John Newby

Head of Custody

Power of Attorney 18/5/2019
Book 4676 No 138

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

ANNEXURE 'A'

Property Address: 136-140 High Street, Penrith NSW 2750

Lot 1011 in DP1250368

Terms of Restriction on the Use of Land:

The registered proprietor of the burdened lot shall not:


(a) Erect, construct or place any building or structure,

(b) Make alterations to the ground surface levels, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure associated with the on-site detention system,

within the land so burdened without the prior written consent of Penrith City Council.

Name of Authority having the power to release, vary or modify the Restriction on use is **Penrith City Council**.

APPROVED BY PENRITH CITY COUNCIL



Authorised Officer

Electronic signature affixed by me,
or at my direction, on Friday, 23
October 2020


ANNEXURE 'A'

Property Address: 136-140 High Street, Penrith NSW 2750

Lot 1011 in DP1250368

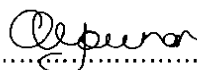
SIGNED BY PENRITH CITY COUNCIL

Blacktown City Council by its authorised
delegate pursuant to s.377 Local Government
Act 1993


.....
Signature of Delegate

Gavin Cherry
.....
Name of Delegate

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


.....
Signature of Witness

Abby Younan
.....
Name of Witness

Development Assessment Coordinator

.....
Position of Delegate

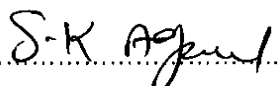
Electronic signature affixed
by me, or at my direction, on
Friday, 23 October 2020

C/- 601 High Street Penrith

.....
Address of Witness

Electronic signature
affixed by me, or at my
direction, on Friday, 23
October 2020

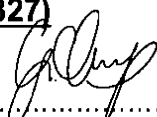
EXECUTED by)
AADHAR DEVELOPERS PTY LTD)
ACN 609 116 823)
in accordance with s127 of)
the Corporations Act 2001)

.....(Signature)

Shashikumari Krishnakumar Agrawal
Sole Director/Secretary

Consent of Mortgagee (AP670327)

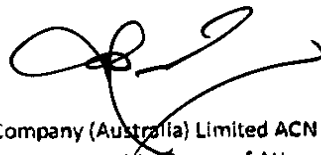
APPROVED BY PENRITH CITY COUNCIL


.....
Authorised Officer

ANNEXURE 'A'

Property Address: 136-140 High Street, Penrith NSW 2750

Lot 1011 in DP1250368




The Trust Company (Australia) Limited ACN 000 000 993
by its Attorney pursuant to Power of Attorney dated
18 September 2014 Registered No. 134 Book 4676
Who states that he/she has received no notice of
revocation of the Power of Attorney.

Attorney Name:

John Newby

Position:

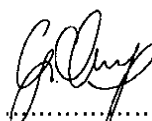
Head of Custody

Witness: 

Frances Kalem
Client Service Officer

L18, 123 PITT ST
SYDNEY

APPROVED BY PENRITH CITY COUNCIL



Authorised Officer

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 803541
Your Reference: 7601-#169000579#
Contact No.

Issue Date: 04 August 2025
Certificate No: 25/03795

Issued to: Infotrack Pty Ltd
Level 8 135 King Street
SYDNEY NSW 2000

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND Parish: MULGOA

Location: 39/136-140 High Street PENRITH NSW 2750

Land Description: Lot 39 SP 102891

- PART 1 PRESCRIBED MATTERS -

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

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

The following Local environmental planning instruments apply to the land:

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

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural areas*.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water*

Catchments - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

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

State Environmental Planning Policy (Housing) 2021.

State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage*.

State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development*.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.

State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

1(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 the land:

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

A Planning Proposal to amend Penrith Local Environmental Plan 2010 (LEP 2010) applies to this land. The Planning Proposal - Employment Zones review, seeks to amend LEP 2010 to align with Council's review of employment lands across the city. See www.yoursaypenrith.com.au for details.

Draft State Environmental Planning Policy (Housing) 2021 applies to this land.

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021 applies to this land.

Draft State Environmental Planning Policy (Planning Systems) 2021 applies to this land.

Draft State Environmental Planning Policy (Precincts - Western Parkland City) 2021 applies to this land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to this land.

Draft State Environmental Planning Policy (Biodiversity and Conservation) 2021 applies to this land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):

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

Zone R4 High Density Residential (Penrith Local Environmental Plan 2010)

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home-based child care; Home businesses; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Residential accommodation; Respite day care centres; Roads; Shop top housing

4 Prohibited

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

2(c) whether additional permitted uses apply to the land,

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

Use of certain land bounded by Colless, Derby, High and Parker Streets, Penrith

Despite anything to the contrary detailed above, or any other provision of Penrith Local Environmental Plan 2010 (PLEP 2010), under the provisions of Clause 2.5 and Schedule 1 of PLEP 2010 development for the purposes of serviced apartments is permitted with development consent on the subject land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Additional information relating to Penrith Local Environmental Plan 2010

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

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

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

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

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

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

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

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

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

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

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

2(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

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

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

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

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

3 CONTRIBUTIONS PLANS

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith excluding land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park Stage 1 and 2, and Erskine Park) and land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site and land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies to the Greater Sydney region which includes the Penrith Local Government Area, with the exception of the Western Sydney Aerotropolis Precinct. Please refer to www.legislation.nsw.gov.au for further information.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

4 COMPLYING DEVELOPMENT

HOUSING CODE

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

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

RURAL HOUSING CODE

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

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

LOW RISE HOUSING DIVERSITY CODE

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

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

PATTERN BOOK DEVELOPMENT CODE

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

Complying development under the Pattern Book Development Code may be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 BUILDINGS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS CODE

(The Industrial and Business Buildings Code only applies if the land is within E1, E2, E3, E4, E5, MU1, B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4, SP1, SP2, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

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

CONTAINER RECYCLING FACILITIES CODE

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, E1, E2, E3, E4, E5, MU1, IN1, IN2, IN3, IN4, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Container Recycling Facilities Code may be carried out on the land.

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

FIRE SAFETY CODE

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

NOTE:

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

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

5 EXEMPT DEVELOPMENT

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

7 LAND RESERVED FOR ACQUISITION

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

8 ROAD WIDENING AND ROAD REALIGNMENT

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

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

9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

No, the land or part of the land is not within the flood planning area and is currently not subject to flood related development controls.

(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.

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

Note - Council reserves the right to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation, this position may be reviewed.

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

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

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Note: Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

(b) Other Public Authority Policies

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

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land, under section 10.3 of the Act.

12 LOOSE FILL ASBESTOS INSULATION

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

13 MINE SUBSIDENCE

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

14 PAPER SUBDIVISION INFORMATION

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

15 PROPERTY VEGETATION PLANS

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

16 BIODIVERSITY STEWARDSHIP SITES

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

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.

17 BIODIVERSITY CERTIFIED LAND

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

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

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

(Information is provided in this section only 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.)

20 WESTERN SYDNEY AEROTROPOLIS

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

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

21 DEVELOPMENT CONSENT FOR SENIORS HOUSING

(Information is provided in this section only 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).)

22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which council is aware, in respect of proposed development on the land; and/or

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

(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).)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

23 WATER OR SEWERAGE SERVICES

Water or sewerage services under the Water Industry Competition Act 2006 (WIC Act) are not required to be provided on this land.

24 SPECIAL ENTERTAINMENT PRECINCT

(Information is provided in this section only if any part of the land is located within a special entertainment precinct as defined in section 202B of the *Local Government Act 1993*.)

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

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

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

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

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Notes:

The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2021.

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

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

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

Contact Council for details as to obtaining the additional information.

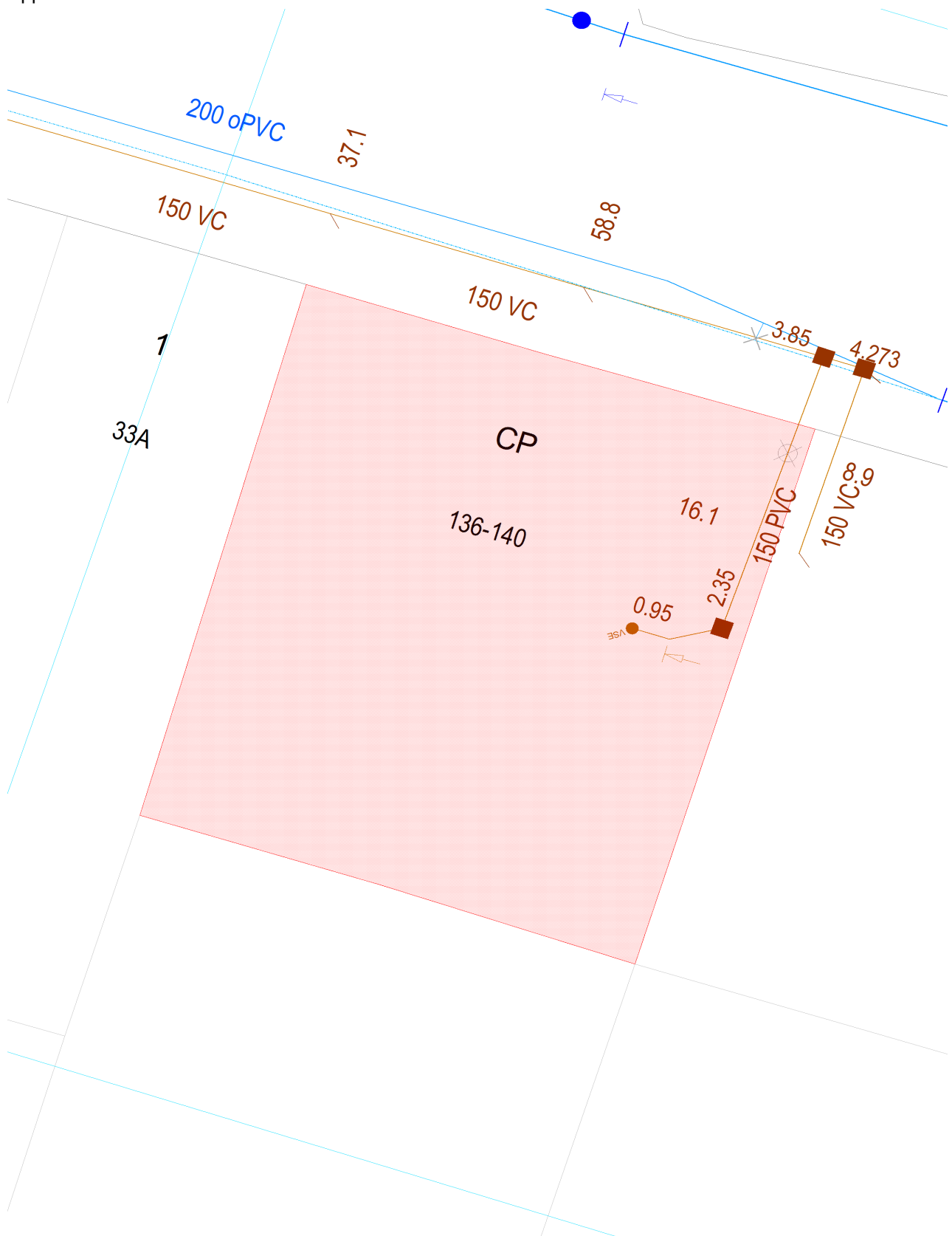
Andrew Moore
General Manager

per



Service Location Print
Application Number: 8004505488

Application Number: 8004505488



Document generated at 31-07-2025 09:41:19 AM

Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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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Sewer Service Diagram

Application Number: 8004505491

SEWERAGE SERVICE DIAGRAM																																																																																																			
MUNICIPALITY OF <u>Parramatta</u>		SUBURB OF <u>Parramatta</u>		SSD SCALE: <u>1:500</u>																																																																																															
Lot No. <u>10 & 11</u>		House No. <u>136-140</u>		STREET <u>High</u>																																																																																															
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>INDICATES - DRAINAGE FITTINGS</p> <table border="0"> <tr> <td></td> <td>Manhole</td> <td></td> <td>Sully</td> </tr> <tr> <td></td> <td>Chamber</td> <td></td> <td>Reflex Valve</td> </tr> <tr> <td></td> <td>Lampglass</td> <td></td> <td>Inspection opening</td> </tr> <tr> <td></td> <td>Boundary Trap</td> <td></td> <td>Vertical Pipe</td> </tr> <tr> <td></td> <td>Inspection Shaft</td> <td></td> <td>Induct Pipe</td> </tr> <tr> <td></td> <td>Pit</td> <td></td> <td>Nilex Flap</td> </tr> <tr> <td></td> <td>Greases Interceptor</td> <td></td> <td>Racking Point</td> </tr> <tr> <td></td> <td>Greywater Treatment System</td> <td></td> <td>Sloped Junction</td> </tr> <tr> <td></td> <td>Tombel Molek Shift</td> <td></td> <td>Vertical Junction</td> </tr> <tr> <td></td> <td>Maintenance Shaft</td> <td></td> <td>On back Junction</td> </tr> </table> </div> <div style="width: 35%;"> <p>SYMBOLS AND ABBREVIATIONS</p> <table border="0"> <tr> <td></td> <td>Clean out</td> <td></td> <td>Bid</td> </tr> <tr> <td></td> <td>Vent Pipe</td> <td></td> <td>Shower</td> </tr> <tr> <td></td> <td>Trough laundry</td> <td></td> <td>Dishwashing machine</td> </tr> <tr> <td></td> <td>Sink (kitchen)</td> <td></td> <td>Floor waste gully</td> </tr> <tr> <td></td> <td>Water Closet</td> <td></td> <td>Clothes-washing machine</td> </tr> <tr> <td></td> <td>Bath Waste</td> <td></td> <td>Sink Bar</td> </tr> <tr> <td></td> <td>Boath</td> <td></td> <td>Sink Laboratory</td> </tr> <tr> <td></td> <td>Air Admittance Valve</td> <td></td> <td>LP Reducer</td> </tr> </table> </div> <div style="width: 30%;"> <p>INDICATES - PLUMBING ON MORE THAN ONE LEVEL</p> <table border="0"> <tr> <td></td> <td>Soil Vent Pipe</td> <td></td> <td>Waste Stack</td> </tr> </table> </div> </div> <div style="margin-top: 10px;"> <p>ELEG.</p> <table border="0"> <tr> <td></td> <td>Pump Unit</td> </tr> <tr> <td></td> <td>Boundary Valve</td> </tr> <tr> <td></td> <td>Boundary Valve with PRV</td> </tr> <tr> <td></td> <td>Alarm Control Panel</td> </tr> <tr> <td></td> <td>LP Stop Valve</td> </tr> <tr> <td></td> <td>LP Air Valve</td> </tr> <tr> <td></td> <td>HSV Flow Monitor</td> </tr> <tr> <td></td> <td>Vacuum Chamber</td> </tr> <tr> <td></td> <td>Flashing Point</td> </tr> </table> </div>							Manhole		Sully		Chamber		Reflex Valve		Lampglass		Inspection opening		Boundary Trap		Vertical Pipe		Inspection Shaft		Induct Pipe		Pit		Nilex Flap		Greases Interceptor		Racking Point		Greywater Treatment System		Sloped Junction		Tombel Molek Shift		Vertical Junction		Maintenance Shaft		On back Junction		Clean out		Bid		Vent Pipe		Shower		Trough laundry		Dishwashing machine		Sink (kitchen)		Floor waste gully		Water Closet		Clothes-washing machine		Bath Waste		Sink Bar		Boath		Sink Laboratory		Air Admittance Valve		LP Reducer		Soil Vent Pipe		Waste Stack		Pump Unit		Boundary Valve		Boundary Valve with PRV		Alarm Control Panel		LP Stop Valve		LP Air Valve		HSV Flow Monitor		Vacuum Chamber		Flashing Point
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	Chamber		Reflex Valve																																																																																																
	Lampglass		Inspection opening																																																																																																
	Boundary Trap		Vertical Pipe																																																																																																
	Inspection Shaft		Induct Pipe																																																																																																
	Pit		Nilex Flap																																																																																																
	Greases Interceptor		Racking Point																																																																																																
	Greywater Treatment System		Sloped Junction																																																																																																
	Tombel Molek Shift		Vertical Junction																																																																																																
	Maintenance Shaft		On back Junction																																																																																																
	Clean out		Bid																																																																																																
	Vent Pipe		Shower																																																																																																
	Trough laundry		Dishwashing machine																																																																																																
	Sink (kitchen)		Floor waste gully																																																																																																
	Water Closet		Clothes-washing machine																																																																																																
	Bath Waste		Sink Bar																																																																																																
	Boath		Sink Laboratory																																																																																																
	Air Admittance Valve		LP Reducer																																																																																																
	Soil Vent Pipe		Waste Stack																																																																																																
	Pump Unit																																																																																																		
	Boundary Valve																																																																																																		
	Boundary Valve with PRV																																																																																																		
	Alarm Control Panel																																																																																																		
	LP Stop Valve																																																																																																		
	LP Air Valve																																																																																																		
	HSV Flow Monitor																																																																																																		
	Vacuum Chamber																																																																																																		
	Flashing Point																																																																																																		
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Signature <u>[Signature]</u>		Date <u>02/11/21</u>		Date																																																																																															

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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

IMPORTANT INFORMATION

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

23/11/2024

at

New South Wales

Between

Landlord *[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Name/s Jessica Torrejon and Christian Alvarez

A.B.N. (if applicable)

Contact Details: Jessica.Torrejon.1449530opl1036676@our.property

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

Name/s Jessica Torrejon and Christian Alvarez

A.B.N. (if applicable)

Contact Details: Christian.Alvarez.1449530opl1036677@our.property

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

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

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

75 Alexander Street,

Crows Nest NSW 2065

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

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

75 Alexander Street,

Crows Nest NSW 2065

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

Name/s Camila Bianca Camacho

Contact Details: Email : cbgcamacho@gmail.com; Phone: 0493 949 214

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

Licensee Morton Management Services P/L as Trustee for Morton Managements Unit TrustACN41226986859	
Licence Number 10091663	A.B.N. 41226986859
Address 75 Alexander Street,	
Crows Nest NSW	Postcode 2065
Phone 0438977172	Email info@morton.com.au

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

Name/s NIL	A.B.N. NIL
Address NIL	
Postcode NIL	
Phone NIL	Email NIL

Term of agreement:

The term of this agreement is

Starting on and ending on

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*

Residential premises:

The residential premises are *[Insert address]*:

Address 39/136-140 High St		
Suburb Penrith	State NSW	Postcode 2750

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

1 x Storage Cage #39 1x Carspace #39

The residential premises **do not include:** *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

--

Rent: fortnight payable in advance starting on

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

a. Direct Debit:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

b. Credit/Debit card:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

c. Wallet:

Payment is to be processed via OurProperty Payments.

d. Manual EFT:

Payment is to be processed via OurProperty Payments.

e. Direct Debit Control:

Payment is to be processed via OurProperty Payments.

f. Post Office:

Payment is to be processed at an Australia Post office with a supplied barcode for each payment. Payment can be made by Cash or EFTPOS.

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. Payment methods available and any associated charges are subject to change over the course of the lease.

RENTAL BOND *[Cross out if there is not going to be a bond]*

A rental bond (PAID) of \$ 2280.00 ~~must be paid by the tenant on signing this agreement.~~

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental 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 persons may ordinarily live in the premises at any one time.

Names of Approved Occupants

Camila Bianca Camacho

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs:	All In One Electrical Solutions	Telephone:	0403874005
Plumbing repairs:	Total Plumbing Options	Telephone:	0403 915 131
Other repairs:	Protech Locksmiths	Telephone:	0424477143

Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13

☒ Yes ☐ No

Will the tenant be required to pay for water supplied by a Central Thermal Plant ?

☐ Yes ☒ No

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

Smoke alarms

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

☒ Hardwired smoke alarms

☐ Battery operated smoke alarms

Alkaline X 1;

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☐

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

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☒

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

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?

☐

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☒

If yes, see clauses 38 and 39.

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

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

☒

Yes

☐

No

If yes, see clause 50

[Specify email address to be used for the purpose of serving notices and documents.]

Jessica.Torrejon.1449530opl1036676@our.property,Christian.Alvarez.1449530opl1036677@our.property

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.]

cbgcamacho@gmail.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**' .

Copy of Agreement

2. **The landlord agrees** to give the tenant:

2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3. The tenant agrees:

3.1 to pay rent on time, and

3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and

3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and

4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and

4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and

4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and

4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

Rent increases

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

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

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

7. The landlord and the tenant agree:

7.1 that the increased rent is payable from the day specified in the notice, and

7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and

7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

Rent reductions

8. The landlord and the tenant agree that the rent abates if the residential premises:

8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

8.2 cease to be lawfully usable as a residence, or

8.3 are compulsorily appropriated or acquired by an authority.

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

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

10. The landlord agrees to pay:

10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

10.3 all charges for the supply of electricity, non bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

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

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per 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 per minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

14. The landlord agrees:

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

15. The landlord agrees:

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises, 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

Note1 . 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.

Note2 . 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 or 24.9 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 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 if not applicable]

38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.

39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42. The landlord agrees to

42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note1. 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.

Note2. 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.

Note3. 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.

Note4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. **The tenant agrees to**

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

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

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

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

44. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

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

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. **The landlord agrees:**

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

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

COMBUSTIBLE CLADDING

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

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

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

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

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. **The landlord and the tenant agree:**

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the

other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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 TERMS - 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]:

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.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

56. **The landlord and tenant**

- 56.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated 29/02/2024 (insert a date if the landlord and and tenant agree to this clause) forms part of this agreement,
- 56.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and
- 56.3 **agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

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

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

- 57.1 to use the residential premises for residential purposes only;
- 57.2 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 57.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;

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

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

58. The tenant agrees:

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

ADDITIONAL TERM - RENT AND RENTAL BOND

59. The tenant agrees:

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

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

ADDITIONAL TERM - OCCUPANTS

61. The tenant agrees:

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

ADDITIONAL TERM - TERMINATION

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

63. The tenant agrees:

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

64. Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be

made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

65. the landlord and the tenant agrees that

65.1 any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and

65.2 the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

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

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

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

66. The tenant acknowledges and agrees:

66.1 to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;

66.2 where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;

66.3 where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and

66.4 that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

ADDITIONAL TERM - SWIMMING POOLS

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

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

67.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;

67.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;

67.3 to keep the water level above the filter inlet at all times;

67.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;

67.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and

67.6 to ensure that the pool safety gate or access door is self-closing at all times.

ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM

*(for a fixed term of **less than 2 years**):*

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

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

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

ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM

*(for a fixed term of **2 years or more**):*

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

the rent will be increased

69.1. to

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

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

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

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

70. For avoidance of doubt:

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

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

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

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

71. **The tenant agrees:**

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

(a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

(b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and

(c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

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

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

ADDITIONAL TERM - TENANCY DATABASES

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

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

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

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

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

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

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

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

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the

residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

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

ADDITIONAL TERM - PRIVACY POLICY

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

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

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

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

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

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

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

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

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

applicable) set out earlier in this agreement.

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

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

ADDITIONAL TERM - ACKNOWLEDGEMENTS

80. The landlord and tenant each acknowledge that

80.1. the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;

80.2. the additional terms and conditions may be included in this agreement only if:

(a) they do not contravene *the Residential Tenancies Act 2010 (NSW)*, *the Residential Tenancies Regulation 2019 (NSW)* or any other Act; and

(b) they are not inconsistent with the standard terms and conditions of this agreement; and

80.3. The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.

SCHEDULE A

SPECIAL CONDITIONS - FLATS

Special Condition 1 - Vehicles

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

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

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

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or

(b) use for his or her own purposes as a garden any portion of the common area.

Special Condition 3 - Obstruction of common areas

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

Special Condition 4 - Noise

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

Special Condition 5 - Behaviour of tenants and invitees

(a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.

(b) The tenant must take all reasonable steps to ensure that their invitees:

(i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and

(ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

Special Condition 6 - Children playing on common areas in building

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

Special Condition 7 - Smoke penetration

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

(a) in an area designated as a smoking area by the landlord, or

(b) with the written approval of the landlord.

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

Special Condition 8 - Preservation of fire safety

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

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

(a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.

(b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Special Condition 10 - Appearance of flat

(a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.

(b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

Special Condition 11 - Cleaning windows and doors

(a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.

(b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

Special Condition 12 - Hanging out of washing

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

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

(a) The tenant must:

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

(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

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

(a) The tenant must:

- (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
- (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not

appropriate for any such disposal (for example, a disposable nappy);

(iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and

(iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

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

(a) The tenant must notify the landlord if the tenant changes the existing use of the flat.

(b) Without limiting Special Condition 15(a), the following changes of use must be notified:

(i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and

(ii) a change to the use of the flat for short-term or holiday letting.

(c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special Condition 16 - Compliance with planning and other requirements

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

Notes

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.
- **LAFAI 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.

Penrith

UNITS

1. The tenant acknowledges and accepts the property Special By-Laws which form part of this lease, which sets out the guidelines and By-Laws for the building and of which a copy has been emailed to the tenant.
2. The tenant acknowledges that as a part of this lease agreement, they have been provided with a Residential Premises Condition Report.
3. The tenant acknowledges that as a part of this lease agreement, they have been provided with a copy of the Tenant Information Statement.
4. For all maintenance and repair requests the tenant is required to log this on their OurTenant app using their smart phone or on their tenant portal via ourproperty.com.au
5. Emergency Repairs - Should you have an emergency plumbing, electrical or hot water issue after hours or on a weekend or public holiday please call a trade and have them attend. Emergency trades are listed on your lease agreement.
6. If the tenant requests maintenance to be attended to, a maintenance call is booked and access is arranged with the tenant. If the tenant denies access to the apartment on the scheduled day the tenant will be charged for the service call.
7. Ending the Tenancy. When the fixed term period of the agreement is due to end, the landlord must give at least 30 days notice and the tenant must give at least 14 days notice to end the tenancy. This notice can be served up to and including the last day of the fixed term. Once the fixed term period has ended, a tenant is required to give at least 21 days notice, and the landlord must give at least 90 days notice. All notification must be in writing. Other grounds for ending agreement are within your Residential Tenancy Agreement.
8. The tenant must not place pot plants on the carpet without the use of plastic protection underneath. Damage to carpet will be at tenant cost.
9. It is the tenants responsibility to keep the apartment balconies and windows clean during the tenancy period. No clothes line or washing on balcony. No BBQ on balcony. No Pot Plants on Balcony. Any damage to balcony floor will be at the cost of the tenant.
10. Please be advised that all telephone, electricity & Foxtel subscription costs are at the tenants expense. The Landlord is not responsible for the connection/disconnection of electricity, Foxtel subscription or telephone lines, telephone points or any other associated costs.
11. All banking costs associated with transfer of rent/monies from International Bank accounts will be at the cost of the tenant.
12. The tenant hereby acknowledges and agrees that they, or any visitors, shall not smoke inside the apartment or common area and they shall be liable for any costs involved in repairing, cleaning or fumigating any part of the premises that has been affected as a result of smoking.
13. The tenant is responsible for the changing of all light globes in the unit. If you can not reach them you must commission a handyman to do so at your cost.
14. Please advise the Agent of your new home phone number or any change of details.
15. The tenant acknowledges that due to his/her own circumstances IF they were unable to inspect the property prior to the signing of the Residential Tenancy Agreement, the tenant hereby acknowledges that they accept the property in the condition as described by the agent prior to making the application.
16. The tenant agrees to notify the landlords agent of any extra or change in tenant(s) residing at the property.
17. The Tenant is advised to hold and maintain a current Tenant Contents Insurance Policy throughout the term of the Residential Tenancy Agreement. No liability for damage to personal effects, goods and chattels will be the responsibility of the Landlord.
18. If the property is furnished: a) All linen must be professionally laundered and pressed at the end of the tenancy. b) All goods and chattels are accepted in the condition as viewed at the time of commencement of tenancy and as stated in the condition

report/inventory.

19. Should the tenant lock themselves out of their premises after hours the tenant will be required to use the services of a locksmith at their expense and inform their property manager on the following working day. Recommended locksmith: Cambridge Locksmiths "Ian 0412 864 801

20. The tenant acknowledges and agrees that the agent will perform Routine Inspections through recording short videos. This video is a record of the property Periodic Inspection during your tenancy.

21. The tenant acknowledges and agrees not to place a blow up or portable pool on any part of this property which include balconies, terraces, courtyards and gardens

22. I/we understand that once in tenancy I/we will not place this property on Airbnb or other such sites

23. The tenant agrees to maintain proper ventilation in the property and to turn on exhaust fans, particularly when bathing, showering, cooking, doing laundry and drying clothes. Open windows when weather permits, to improve cross ventilation.

24. Condenser Dryers " Please note that there is a water panel at the top left hand corner of the dryer which should be emptied and the lint should be cleaned after every use

25. The Property is brand new. As a brand new apartment, there are a number of defects that the tenant needs to allow the builder and trades access to attend to these repairs.

26. Utilities. The tenant needs to connect a Gas Account with a supplier to pay for the gas for the Hot Water, from the centralised hot water gas system. The stove top gas usage does not need an account set up, as this gas is billed to the Owners Corporation which will then be invoiced to the tenant accordingly, when received from strata. The electricity provider is OC Energy www.ocenergy.com.au, 1300 494 080, as the only supplier able to service Thornton Central, which the tenant must set up an account with OC Energy for electricity..

27. NBN. The NBN is connected to the apartment, however a new development \$300 connection fee may apply with the NBN and your ISP as a once off payment when setting up an account.

28. The tenant is responsible for the care and maintenance of the property including but not limited to Flooring, Stone and Timber Benchtops Etc. A full maintenance guide can be found on building Link <https://buildinglink.com/v2/tenant/Library/Library.aspx> If you do not have your building Link log in please contact Cambridge Building Management email: Thornton.BM@cambridgems.com.au 0438 846 612.

29. We advise that you do NOT keep any valuable property in the storage cage and that you will need to supply your own lock.

30. The tenant agrees to use the electrical appliances in the property as per instructions of manuals and to ensure cleaning instructions are adhered to. If there is no manual in the property to please research product manual online or contact your property manager."

Special Conditions

1. The tenant acknowledges and confirms receiving the inspection report sheet, designed for the purposes of reporting to the landlord the state of repair of the condition of the premises, on the day it was let and further to return the completed report within seven (7) days from the tenancy agreement date to the landlord's agent.
2. The tenant/s agree if a payment is dishonoured that the tenant will incur the costs and the bank charges of the lessor
3. The tenant/s agree that of sending the rent by mail /EFT that no receipt will be issued.
4. The tenant/s agree to allow tradesmen access for repairs and maintenance to the property, by our master key if the tenant cannot be home during office hours.
5. The tenant/s agree not to use any nails, screws, hooks or any other material that will deface walls, doors or ceilings without the landlord's approval.
6. The tenant/s must first seek permission to change the locks and then must supply the agent/landlord with a set of keys for the new locks at the premises.
7. The tenant/s hereby agree not to dispose of any fats, oils, sanitary items or any other material in any drain or sink, otherwise the lessee will be responsible for the cost incurred to clear such drains.
8. The tenant/s agree to redirect their mail at the end of the tenancy and will also be responsible for cancelling their utility connections.
9. Please note that keys must be returned on the vacate date, otherwise additional rent will be charged on a daily rate until returned.
10. The tenant/s agree they are responsible for their balcony as well as the garden & courtyard, including weeding, moss removal, mowing lawns where applicable, and for keeping any drains clear of blockages.
11. The tenant/s agree that that there is no smoking inside the premises.

12. Disclosure, You acknowledge that your contact details will be provided to Landlords, tradespeople, other staff members in our firm and Strata agents when required. You must notify us of any changes with your contact details as soon as it happens.
13. The tenant/s understand and agrees that the landlord does not guarantee service to the phone point or Telephone reception and TV aerial in the property and if the tenant/s want to connect it, it will be at the tenant/s cost.
14. The tenant/s understands and agrees that the timber floors are to be kept in good order by placing protective pads under furniture, particularly chairs. (If applicable) Refer to the agents 'Care Sheet' supplied.
15. If on a lease with others, you must not vacate without informing us first and at no time must others move in without prior referencing and approval from us. Please contact your Property Manager to discuss.
16. Tenant/s are recommended to take their own contents insurance whilst they are occupying the property. Should there be a flood or fire, the landlord is not responsible for the replacement of goods.
17. Air B&B or equivalent is not permitted.
18. Smoke alarm battery and light globes, tenants are responsible to replace.
19. No inflatable or temporary pools are to be used at the premises.
20. Mould must be removed immediately and the home kept well ventilated for fresh air circulation.
21. Fireplaces are ornamental only and can only be used with the landlord's approval.

Utilities

Morton offer a complimentary utility connection service, organised by "Hood Connects". Hood is a cost-free moving home service that saves you time like no other. Hood are here to help you organise your Energy, Internet and arrange Removalists when required, and will do their best to find a suitable plan within your price range from one of the providers on their panel.

A member from Hood will contact you to offer their service, which you are welcome to take advantage of.

Inclusions

1 x Storage Cage #39 1x Carspace #39

Email Service of Notices

Email Service of Notices and Documents Consent Form

Date **23/11/2024**

I/We **Camila Bianca Camacho** consent to all notices and documentation relevant to the proposed sale, purchase, management or letting (as applicable) of **39/136-140 High St Penrith NSW 2750** being served electronically via email **cbgcamacho@gmail.com**

Where the Premises are subject to a tenancy agreement, I/we consent to the service of notices and documents required to be given or served in respect of or under the tenancy agreement for the Premises including but is not limited to termination notices, notice of intention to sell the Premises, notice of access/inspection/entry and a notice of rent increase.

I/We consent to Morton providing your contact details to third parties i.e. valuers and tradespeople who will need access to the property.

I/We **Camila Bianca Camacho** acknowledge that by providing an email address and signing this form, I/we consent to Morton Real Estate Agency updating my/our details of the method of communication for the purposes of email service of notices and other documents on all relevant documents.

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

Amy Torbarina Morton Management Services P/L as Trustee for Morton Managements Unit TrustACN41226986859

Signature of landlord/agent



Date: 23/11/2024

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



Date: 23/11/2024

SIGNED BY THE TENANT 1

Name of tenant

Camila Bianca Camacho

Signature of tenant



Date: 23/11/2024

IP: 157.211.4.181 | Mozilla/5.0 (iPhone; CPU iPhone OS 17_6_1 like Mac

Tenant CheckList

Additional Document Attachments

For general tenancy information contact Consumer and Business Services on 131 882, or visit sa.gov.au/tenancy/renters

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

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
- ;