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# Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | Capital One Real Estate - Wyong<br>14 Pacific Highway, Wyong NSW 2259<br>E-mail: adam@capitalone.com.au | Phone: (02) 4353 5050<br>Fax:<br>Email: Adam Todd |
| co-agent | | |
| vendor | | |
| vendor's solicitor | Imperial Conveyancing<br>PO Box 437, Kellyville NSW 2155 | Phone: 02 9836 0188 / 0415 147 208<br>Fax:<br>Email: imperialconveyancing@yahoo.com.au<br>Ref: Sukhbir |
| date for completion | 42nd day after the contract date (clause 15) | |
| land (address, plan details and title reference) | 2 /10 Mead Way WATANOBBI NSW 2259, Lot 2 SP 84246 | |
| | ☐ VACANT POSSESSION ■ subject to existing tenancies | |
| improvements | ☐ HOUSE ☐ garage ☐ carport ■ home unit ☐ carspace ☐ storage space<br>☐ none ☐ other: | |
| attached copies | documents in the List of Documents as marked or numbered:<br>other documents: | |

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

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

| | | |
|---|---|---|
| exclusions | | |
| purchaser | | |
| purchaser's solicitor | | Phone:<br>Fax:<br>Email:<br>Ref: |
| price | | |
| deposit | | (10% of the price, unless otherwise stated) |
| balance | | |
| contract date | | (if not stated, the date this contract was made) |

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

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

buyer's agent

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

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**SIGNING PAGE**

| **VENDOR** | **PURCHASER** |
|---|---|
| **Signed** by<br><br>_____<br>Vendor<br><br>_____<br>Vendor | **Signed** by<br><br>_____<br>Purchaser<br><br>_____<br>Purchaser |

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

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**Choices**

Vendor 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 exception, 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 a *GSTRW payment* (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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**List of Documents**

**General**

- ■ 1 property certificate for the land
- ■ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ■ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ■ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

**Home Building Act 1989**

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

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

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

**Other**

- ☐ 60

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

VJ Ray Pty Ltd Trading as Neighbourly Strata
Suite 4.01, Level 4, 25 Restwell Street,
Bankstown NSW 2200
Phone: 02 8880 1040
E-mail: admin@neighbourly.co

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**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**
**Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.**

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

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

**(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and**

**(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.**

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

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## Cooling off period (purchaser's rights)

**1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

**2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

**3** There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.

**4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

**5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

## DISPUTES

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

## AUCTIONS

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

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**WARNINGS**

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

| | |
|---|---|
| **APA Group** | **NSW Department of Education** |
| **Australian Taxation Office** | **NSW Fair Trading** |
| **Council** | **Owner of adjoining land** |
| **County Council** | **Privacy** |
| **Department of Planning and Environment** | **Public Works Advisory** |
| **Department of Primary Industries** | **Subsidence Advisory NSW** |
| **Electricity and gas** | **Telecommunications** |
| **Land and Housing Corporation** | **Transport for NSW** |
| **Local Land Services** | **Water, sewerage or drainage authority** |

**If you think that any of these matters affects the property, tell your solicitor.**

**2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

**3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

**4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

**5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

**6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**

**7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

**8. The purchaser should arrange insurance as appropriate.**

**9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

**10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

**11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

**12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *authorised Subscriber* | a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *completion time* | the time of day at which completion is to occur; |
| *conveyancing rules* | the rules made under s12E of the Real Property Act 1900; |
| *deposit-bond* | a deposit bond or guarantee with each of the following approved by the vendor –<br>● the issuer;<br>● the expiry date (if any); and<br>● the amount; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser; |
| *document of title* | document relevant to the title or the passing of title; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017); |
| *FRCGW remittance* | a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*; |
| *GST Act* | A New Tax System (Goods and Services Tax) Act 1999; |
| *GST rate* | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition – General) Act 1999 (10% as at 1 July 2000); |
| *GSTRW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*); |
| *GSTRW rate* | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); |
| *incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;* |
| *legislation* | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| *manual transaction* | a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*; |
| *normally* | subject to any other provision of this contract; |
| *participation rules* | the participation rules as determined by the *ECNL;* |
| *party* | each of the vendor and the purchaser; |
| *property* | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| *planning agreement* | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;* |
| *populate* | to complete data fields in the *Electronic Workspace*; |

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| | |
|---|---|
| *requisition* | an objection, question or requisition (but the term does not include a claim); |
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

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

**2 Deposit and other payments before completion**

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to $2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

**3 Deposit-bond**

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
- 3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

**4 Electronic transaction**

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

**5 Requisitions**

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

**6 Error or misdescription**

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

**7 Claims by purchaser**

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

**8 Vendor's rights and obligations**

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

**9 Purchaser's default**

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

**11 Compliance with work orders**

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

**12 Certificates and inspections**

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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**13 Goods and services tax (GST)**

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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**14 Adjustments**

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

**15 Date for completion**

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

**16 Completion**

**● Vendor**

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**● Purchaser**

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

**17 Possession**

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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**18 Possession before completion**

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

**19 Rescission of contract**

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

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

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

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

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

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

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

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

**20 Miscellaneous**

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

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

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

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

**23 Strata or community title**
**● Definitions and modifications**
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
**● Adjustments and liability for expenses**
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

**● Notices, certificates and inspections**

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

**● Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

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

**30 Manual transaction**

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

**● Transfer**

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

**● Place for completion**

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**● Payments on completion**

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

**31 Foreign Resident Capital Gains Withholding**

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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**32 Residential off the plan contract**

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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# SPECIAL CONDITIONS

## 1. INCONSISTENCY

1.1 Special Conditions Prevail

If there is any inconsistency in this Contract between the printed clauses and these Special Conditions; these Special Conditions prevail to the extent of that inconsistency.

1.2 Amendment of Contract

The printed clauses in this Contract are amended as follows:

(a) Printed Clause 5 is deleted;

(b) In printed clause 6.1 "Any such claim for compensation for misdescription can be in writing and served upon the Vendor's Solicitor within fourteen (14) days of the date of this Contract and Failing this such right shall cease to apply. Time being of the essence" is added to the end of the clause;

(c) Printed clause 5 Clause 5.1 - deleted in its entirety.
- Clause 5.2.1 – delete “21 days” and substitute “14 days”.
- Clause 5.2.2– delete “21 days” and substitute “1 day”.

(d) Printed Clause 6.2 is deleted;

(e) In printed clause 7, "before completion" is deleted and "not less than 7 days before the Completion Date" is substituted;

(f) Printed clause 7.1.1 is deleted;

(g) In printed clause 7.2.4 "and the costs of the Purchaser" is deleted;

(h) In printed clause 7.2.6, "and the amount held and all net interest must be paid to the Vendor" is added to the end of the clause;

(i) Insert clause 7.2.7: "Any claim referred to in this condition is to be served upon the Vendor' s Solicitor within twenty-eight (28) days from the date of this Contract and failing this such right shall cease to apply, Time being of the essence."

(j) In printed clause 8.1 "on reasonable grounds" is deleted;

(k) In printed clauses 10.1.8 and 10.1.9, "substance" is deleted and "existence" is substituted;

(l)

(i) In Clause 14.4.2 deleting the words “person who owned the land owned no other land” and inserting in its place “if the person who owned the land owns other lands, by calculating it’s separate taxable value on a proportional basis based on the valuation of the land out of the total taxable valuation of all lands”

(ii) In Clause deleting the words “the land was not subject to a special trust or owned by a non-concessional company.

(m) In printed clause 16.12 "but the Vendor must pay the Purchasers additional expenses including any agency or mortgage fee" is deleted;

(n) In clause 18.7 delete the words "none is payable" and "then the rent fee payable is 0.1 % of the Purchase price per week" is substituted;

(o) Clause 23.13 – is deleted and replaced with ‘The Purchaser must obtain a section 184 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least seven days before the completion date and a copy served by facsimile or email on the vendors solicitor at least four days prior to completion’.

(p) Printed clause 24.3.3 is deleted.

(q) Clause 31.2 is amended by replacing 2 days instead of 5 business days.

(r) Clause 31.4 deleted in its entirety.

**2. SEVERABILITY**

2.1 Severability

The unenforceability of any provision of this Contract does not affect the enforceability of any other provision.

**3. EXCLUSION OF WARRANTIES AND CONDITION OF PROPERTY**

**3.1 Purchaser's Warranties**

The Purchaser warrants that:

(a) it has inspected the Property; and

(b) unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf in respect of:

(i) the Property,
(ii) the neighbourhood in which the Property is located;
(iii) the state of repair of the Property and, if applicable, the improvements and the furnishings and chattels;
(iv) the suitability of the Property and, if applicable, the improvements, furnishings and chattels for any use;
(v) any rights and privileges relating to the Property and/or its improvements, furnishings and chattels; or any matter which has or may have an effect on the Property and/or its improvements, furnishings and chattels

## 4. CONDITION OF PROPERTY

### 4.1 Condition of Property

Without in any manner excluding, modifying or restricting the rights of the Purchaser pursuant to Section 52A (2) (b) of the Conveyancing Act, 1919, and the Conveyancing (Sale of Land) Regulation 2000:

(a) the Property (and inclusions, if any) is sold in its condition and state of repair (including structural repair) as at the date of this Contract and subject to all faults and defects both latent and patent and the Purchaser must not make any objection, requisition or claim for compensation regarding the condition and state of repair of the Property.

(b) The Purchaser is purchasing the property as a result of the Purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and the Purchaser shall not be at liberty to require the Vendor to undertake any work to the property whatsoever.

(c) The Vendor shall be under no obligation to make good any hole, cavity, mark or scratch made as a result of the Vendor's removal of an Exclusion or fixture from the property provided that the Vendor acknowledges and agrees that it shall take all proper reasonable care and responsibility in the removal of such exclusion or fixture from the property.

(d) The Purchaser acknowledges and agrees that they may not make any objection, requisition or claim for compensation in respect to any matter disclosed or referred to in any document attached to and forming part of this Contract.

(e) no objection, requisition or claim for compensation may be made by the Purchaser on account of any of the following:

(i) any matter disclosed in any survey report or plan annexed to this Contract (if any) in relation to the Property and the Vendor does not warrant the accuracy, completeness or the current application of such survey report or plan; or

(ii) any matter disclosed in any Building Certificate issued under the Local Government Act (1993) or the Environmental Planning and Assessment (1979) (as the case may be) annexed to this Contract (if any); or

(iii) any encroachment by a dividing fence (as defined by the Dividing Fences Act, 1991) on the Property or any adjoining Property whether disclosed by survey or not.

**5. SERVICES**

**5.1 Services**

The Purchaser must not make any objection, requisition or claim for compensation in respect of:

(a) the nature, location, availability or non-availability of any service to the Properly:

(b) the Property being subject to any service or mains, pipes or connections for any service;

(c) the Property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;

(d) any defects in any service to the Property;

(e) any underground or surface stormwater drain passing through under or over the Properly; or

(f) any manhole or vent on the Property.

**6. AGENT**

**6.1 Introduction by agent**

The Purchaser warrants that it was not introduced to the Vendor or the Property by any agent other than the Vendor' s agent (or co-agent, if any) named on the front page of this Contract (Vendor's Agent).

**6.2 Indemnity**

The Purchaser indemnifies the Vendor and must hold it indemnified against any costs and expenses (including claims for commission) incurred by the Vendor in respect of any breach of warranty referred to Special Condition 6.1.

**6.3 No Merger**

This Special Condition does not merge on completion.

**7. COMPLETION & NOTICE TO COMPLETE**

**7.1 Completion Date**

The completion date of this Contract is the number of days specified on the first page of this Contract from the date of this Contract (Completion Date).

**7.2 Notice to Complete**

If, for any reason other than default or delay by the party proposing to give a Notice to Complete, this Contract is not completed by 3.00 pm on the Completion Date, the party not in default may serve on the party in default a Notice to Complete:

(a) requiring the other party to complete this Contract not less than 14 days after the date of service of the Notice to Complete; and

(b) making time of essence.

**7.3 Terms of Notice to Complete**

For the purposes of Clause 15 of this Contract, the parties agree that a period of 14 days following the date of service of any such Notice to Complete is deemed to be a reasonable time for completion pursuant to any such Notice.

**7.4 Party serving Notice**

The party serving a Notice to Complete may at any time or times:

(a) withdraw the Notice to Complete by a further notice to the party in default; and
(b) at its option issue a further Notice to Complete.

**7.5 Vendor**

The Vendor:

(a) is not obliged to remove any charge on the Property for any outgoings until completion;

(e) will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any outgoings; and

(f) may serve a Notice to Complete on the Purchaser notwithstanding that, at the time such Notice is issued or at any subsequent time, there is a charge on the Property for any outgoings.

## 8. PARTY DYING, OR LIQUIDATOR BEING APPOINTED ETC

### 8.1 Party dying

If either party (or if a party is more than one person, any one or more of the persons comprising that party) before completion:

(a) dies; or

(b) becomes a mentally ill person or a mentally disordered person in accordance with the relevant criteria set out in Chapter 3 of the Mental Health Act 1990, or a protected person under the Protected Estates Act 1983 then the Other party may rescind this Contract by notice to the first party. This Contract will be at an end on service of such a notice and the provisions of printed clause 19 will apply to that rescission.

### 8.2 Bankruptcy

If either party (or if a party is more than one person, any one or more of the persons comprising that party) is declared bankrupt or assigns its estate for the benefit of creditors or, being a corporation:

(a) is made subject to an order or an effective resolution is passed for the winding up of that corporation (other than for the purposes of amalgamation or reconstruction);

(b) enters into any scheme of arrangement with its creditors under the Corporations Act or other similar legislation applicable to that corporation; or

(c) has any administrator, liquidator, receiver, receiver and manager, provisional liquidator or official manager appointed to that corporation then the other party may rescind this Contract by notice to the first party. This Contract will at an end on service of such a notice and the provisions of printed clause 19 will apply to that rescission.

**8.3 Rights and remedies not negated**

The rights and remedies set out in this Special Condition do not negate, limit or restrict any other rights or remedies which would have been available to either party had this Special Condition not been included in
this Contract.

**9. DAMAGES FOR FAILURE TO COMPLETE**

**9.1 Damages**

In addition to the right of the Vendor to issue a Notice to Complete, if completion does not take place on or before the Completion Date then the Vendor has the right (in addition to all other monies payable to the Vendor pursuant to this Contract) to require the Purchaser to pay damages on completion:

(a) calculated on the balance of the purchase price at a rate of 10% per annum from and including the day after the Completion Date up to and including the date that completion in fact occurs; and

(b) if the Vendor serves a Notice to Complete, the sum of $ 330.00 for additional legal costs payable by the Vendor in connection with the preparation and service of the notice.

**9.2 Assessment of Loss**

The Parties agree that the damages payable by the Purchaser pursuant to this Special Condition represent a fair and reasonable assessment of the loss occasioned to the Vendor due to the Purchaser's failure to complete within the specified time.

**9.3 Vendor not Liable**

The Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete unless such failure constitutes a breach of an essential term of this Contract.

**10. FIRB APPROVAL**

**10.1 Approval**

If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the Foreign Acquisitions and Takeovers Act 1975 or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this Contract, the Purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.

**10.2**

The Purchaser further acknowledges that if this warranty is untrue in any respect, the Purchaser hereby indemnifies and will keep indemnified the Vendor against any loss and/or damage which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Contract including any consequential loss and the warranty and indemnity will not merge on completion.

**11. DEPOSIT**

**11.1 Deposit**

Despite any other provision of this Contract, the Purchaser acknowledges that the deposit payable under this Contract by the Purchaser is 10% of the purchase price, If less than 10% of the purchase price is paid on the date of this Contract towards the deposit, then the difference between:

(a) 10% of the purchase price; and
(b) the amount actually paid on the date of this Contract towards the deposit shall be paid by the Purchaser to the Vendor on the earlier of:

(i) completion of this Contract;

(ii) termination of this Contract due to the Purchaser's default; or

(iii) at any other time when the deposit is forfeited or payable to the Vendor pursuant to this Contract.

**11.2**

The Purchaser hereby agrees to release to the Vendor the deposit or so much of the deposit as is required for use by the Vendor only for the following usage:

(a) A deposit in the purchase of another property; and/or

(b) Stamp Duty payable on any such contract.

The Vendor warrants upon release of the deposit in accordance with the terms of this Special Condition such deposit will be paid only to the trust account of an estate agent or a Solicitor or directly to the Office of State Revenue and shall not be further released without consent of the Purchaser. This Special Condition shall be sufficient authority for the release of same.

**12. CLAIM FOR COMPENSATION**

**12.1 Objection or requisition entitling the vendor to rescind**

Notwithstanding any other provision of this Contract, any claim for compensation made by the Purchaser under this Contract will be deemed to be an objection or requisition entitling the Vendor to rescind this Contract.

**13. Land Tax certificate**

13.1

The vendor will serve a current Land Tax Certificate on the purchaser at least 7 days prior to settlement.

13.2

Should the vendor fail to serve a current Land Tax Certificate on the purchaser within this timeframe, the purchaser does not have to complete earlier than 7 days after service of the certificate.

**14. PURCHASERS CREDIT**

**14.1**

The Purchaser confirms, discloses and warrants to the Vendor that credit is not required to pay for the property, the subject of this Contract.

**14.2**

The Purchaser confirms, discloses and warrants to the Vendor that the Purchaser, at the date hereof, has obtained approval for credit to finance the purchase of the property, the subject of this Contract, on terms that are reasonable to the Purchaser.

**14.3**

The Purchaser acknowledges that, as a consequence of the confirmation, the disclosure and warranty, made in herewith, the Vendor is entering into this Contract relying on such confirmation, disclosure and this Contract cannot be subject to termination pursuant to Section 124 (1) of the Consumer Credit (New South Wales) Act, 1995.

**14.4**

The Purchaser shall not have any right to terminate this Contract by virtue of any nonavailability of credit as at the settlement date.

**15. Goods and Services Tax (GST)**

**15.1**

In this special condition:

(1) "GST" refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.

(2) Notwithstanding anything herein contained it is agreed that the consideration for the supply expressed in this Contract is exclusive of the vendor's liability for GST.

(3) On completion:

(a) The purchaser will pay to the vendor, in addition to the total purchase price, the amount payable by the vendor as GST on the taxable supply made by the vendor under this Contract;

(b) The vendor shall deliver to the purchaser a tax invoice for the supply in a form which complies with the GST Act and the regulations.

(c) The vendor agrees not to utilise the margin scheme in paying GST in respect of the taxable supply under this Contract.

"GST means the tax imposed by the GST Act or its related legislation and includes any similar or substitute impost introduced in the future.

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999.

"Relevant Agreement" means this contract for the sale of land and any other agreement related to the sale of the property by the vendor to the purchaser under this contract.

"Taxable supply" has the meaning given to that term in the GST Act.

**16. Settlement**

**16.1**

Vendor shall be entitled to recover the legal fee of two hundred and twenty dollars ($ 220.00) (including GST) for each cancellation of settlement caused by the

purchaser or their mortgagee to cover legal costs and other expenses incurred by the vendors as consequence of the delay. The payment of such legal costs is an essential term of this contract.

**17. Solar Panels**

**17.1**

Where solar panels are installed on the roof of the dwelling, the parties agree as follows:

(a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser.

(b) The Purchaser agreed that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

(c) The Vendor makes no representations or warranties with respect to the solar panels in relation to their conditions, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

**18. Sewerage/Drainage Diagram**

Services information sheet attached to the contract may not have all the detailed information about Drainage/Sewerage connections. These are the only diagrams available with normal course of action.

Purchaser or their mortgagee shall raise no objection, requisition or claim for compensation with respect to the matter disclosed herein.

**19. Exchange of Contracts by Email**

The purchaser and vendor agree that contracts may also be exchanged electronically by emailing a copy of page 1 “the words” and signed copy of page 2 of this contract to the other party. The original copy is to be posted to the respective parties within 3 business days of the date of exchange.

**21. Error in outgoings and adjustments**

The parties agree to adjust all usual outgoings under the Contract on completion, however, if any amount is incorrectly calculated or overlooked the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

**22. PEXA Source Account Deposit Form**

The purchasers acknowledge the following:

a. Currently a PEXA Source Account can only be given by the purchaser's subscriber;

b. In the event that the vendors require a PEXA Source Account for shortfall, then the purchasers will instruct their subscriber (solicitor or conveyancer) to attend to creating the PEXA Source Account for the vendors shortfall;

c. Forward to Imperial Conveyancing, the requested PEXA Source Account deposit form (or as required, an electronic platform for transfer other than PEXA), at no cost to the vendor;

**23. Notice to the Tenant**

23.1 If the property is tenanted at the time of exchange and the lease has expired and the Purchaser requires vacant possession, then the Vendor may agree (in its absolute discretion) serve the appropriate notice on the tenant,

PROVIDED HOWEVER:

23.1.1 The notice to the tenant will only be issued after this agreement is unconditional and a written request is received from the Purchaser's solicitor to serve the notice; and

23.1.2 The Purchaser agrees not to raise any requisition or make any objection, claim for compensation or rescind or terminate this agreement if, by the Completion Date, the tenant has not vacated the property. In this event, the Purchaser further agrees that it will not issue the Vendor with a Notice to Complete and the parties hereby agree that the Completion Date is extended to the date which is 2 business days after the date that the tenant has vacated the premises;

23.2 If the property is sold subject to an existing tenancy, the Purchaser agrees that it will not be entitled to make any objection, requisition or claim for compensation and shall not be entitled to rescind, terminate or delay completion should the tenant exercise his/her rights pursuant to Clause 100 of the Residential Tenancies Act 2010.

**24. LAND TAX IF COMPLETION DELAYED**

24.1 If completion of this contract is delayed at the purchaser's request for an extension or as a result of the purchaser's breach of this contract, completion of this contract takes place on a date that is after 31 December immediately following the original date of completion, then:

(a) the purchaser's extension or breach will result in an increase in the vendor's land tax assessment for the Land Tax Year(s) following the original date of completion as a result of the land continuing to be included in the vendor's total landholdings in the State of New South Wales; and

(b) the additional land tax that the vendor will incur in accordance with this clause is a reasonably foreseeable loss or cost incurred by the vendor as a direct result of the purchaser's breach or extension in respect of which the vendor is entitled to compensation or reimbursement from the purchaser.

24.2 If this clause applies, then on completion, in addition to the balance of purchase price and adjustments as per clause 57 and any other money payable to the vendor under this contract, the purchaser must pay to the vendor as compensation or reimbursement on account of the additional land tax being incurred by the vendor, an amount equal to 1.7% of:

(a) the taxable value of the land (as defined in the Land Tax Management Act 1956 (NSW)) for each relevant Land Tax Year(s); or

(b) if there is no separate unimproved value for the land for any Land Tax Year(s), the amount reasonably determined by the vendor as the estimated value for the relevant Land Tax Year(s) (being an amount no greater than the price).

24.3 If additional land tax is payable by the vendor under clause 58.1(a) is less than the amount paid by the purchaser under clause 58.2, the vendor must refund the difference to the purchaser within 21 days of the vendor receiving notice of assessment of land tax payable for the land.

24.4 This clause 24 does not merge on completion.

## 25. COMPANY GUARANTEE BY DIRECTORS AND SECRETARIES

25.1 Where the Purchaser is a company then the persons attesting this contract for and on behalf of the company as directors or secretaries shall be deemed to be the guarantors described in this condition.

25.2. In consideration of the vendor entering into the contract at the request of the guarantors (as hereby acknowledged by the guarantors) the guarantors unconditionally and irrevocably guarantee to the vendor the due and punctual payment of all monies payable by the Purchaser under this contract and the due and punctual performance and observance of all covenants, conditions and provisions in this contract.

25.3. The guarantors covenant with the vendor that:

a) The guarantee shall be a continuing guarantee (any rule of law or equity to the contrary notwithstanding) and the liability of the guarantors shall continue until the obligations on the part of the purchaser under this contract are duly performed and observed;

b) The liability of the guarantors shall not be abrogated, altered, prejudiced or affected by any neglect, waiver, indulgence or forbearance or concession by the Vendor or by the granting by the Vendor to the Purchaser of time or by any other act or thing done, permitted or omitted it being the intent that the guarantee and obligations of the guarantors under this contract shall be absolute and unconditional in any or all the circumstances.

c) Notwithstanding anything contained or implied in this contract and notwithstanding that this guarantee may be void or unenforceable for any reason whatsoever the guarantors agree as a separate and additional liability to hold the Vendor indemnified against all losses, damages, expenses and costs which the Vendor may incur by reason of any breach or default on the part of the Purchaser under this contract.

d) The expression “the guarantors” includes each guarantor and his executors and administrators and where there is more than one guarantor the covenants and agreements upon the part of the guarantors under this contract shall bind them jointly and each of them severally.

25.4. This condition shall not merge on completion.

## CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction – Conditions of Sale on page - 3 of the printed contract.

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

Bidders Record means the Bidders Records to be kept pursuant to Clause 18(1) and (2) of the Property, Stock and Business Agents Regulation 2003 and Section 68 Property, Stock and Business Agents Regulation 2002.

1. The following conditions are prescribed as applicable to the land in respect of sale by auction:

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

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

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

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

   (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.

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

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

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

2. The following conditions, in addition to those prescribed by sub clause (1), are prescribed as applicable in respect of the sale by auction of the residential property or rural land:

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

(b) One bid only may be made by or on behalf of the seller. This includes a bid made by an auctioneer on behalf of the seller.

(c) When making a bid on behalf of the seller, or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

**ANNEXURE "A" TO SPECIAL CONDITIONS**

**Guarantee for Corporate Purchaser**

In consideration of the vendor contracting with the corporate purchaser

……

…… (the Guarantors),

as is evidenced by the Guarantors' execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor
against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the Guarantors before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the Guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on
the Guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by:

the Guarantors in the presence of: ……..
Signature of Guarantors

……
Signature of Witness

……
Print Name of Witness

…….

Print Address of Witness

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP84246

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 28/4/2023 | 10:11 AM | 2 | 1/6/2011 |

LAND

LOT 2 IN STRATA PLAN 84246
AT WYONG
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

(TP AG270740)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84246

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Admin-ADMIN- PRINTED ON 28/4/2023

* 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.
Hazlett Information Services 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 PropertyAct 1900.
Date and Time of Search: Fri Apr 28 00:11:09 2023
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84246

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 28/4/2023 | 10:12 AM | 2 | 4/2/2020 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84246 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WYONG
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP84246

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84246
ADDRESS FOR SERVICE OF DOCUMENTS:
10, MEAD WAY
WATANOBBI 2259

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 N923489 COVENANT
3 DP800324 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
4 DP794070 EASEMENT TO DRAIN WATER 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP794070 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP835228 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7 DP1061964 RESTRICTION(S) ON THE USE OF LAND
8 AP880012 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 30)

STRATA PLAN 84246

| LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|
| 1 | 10 | 2 | 10 | 3 | 10 |

NOTATIONS

UNREGISTERED DEALINGS: NIL

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.
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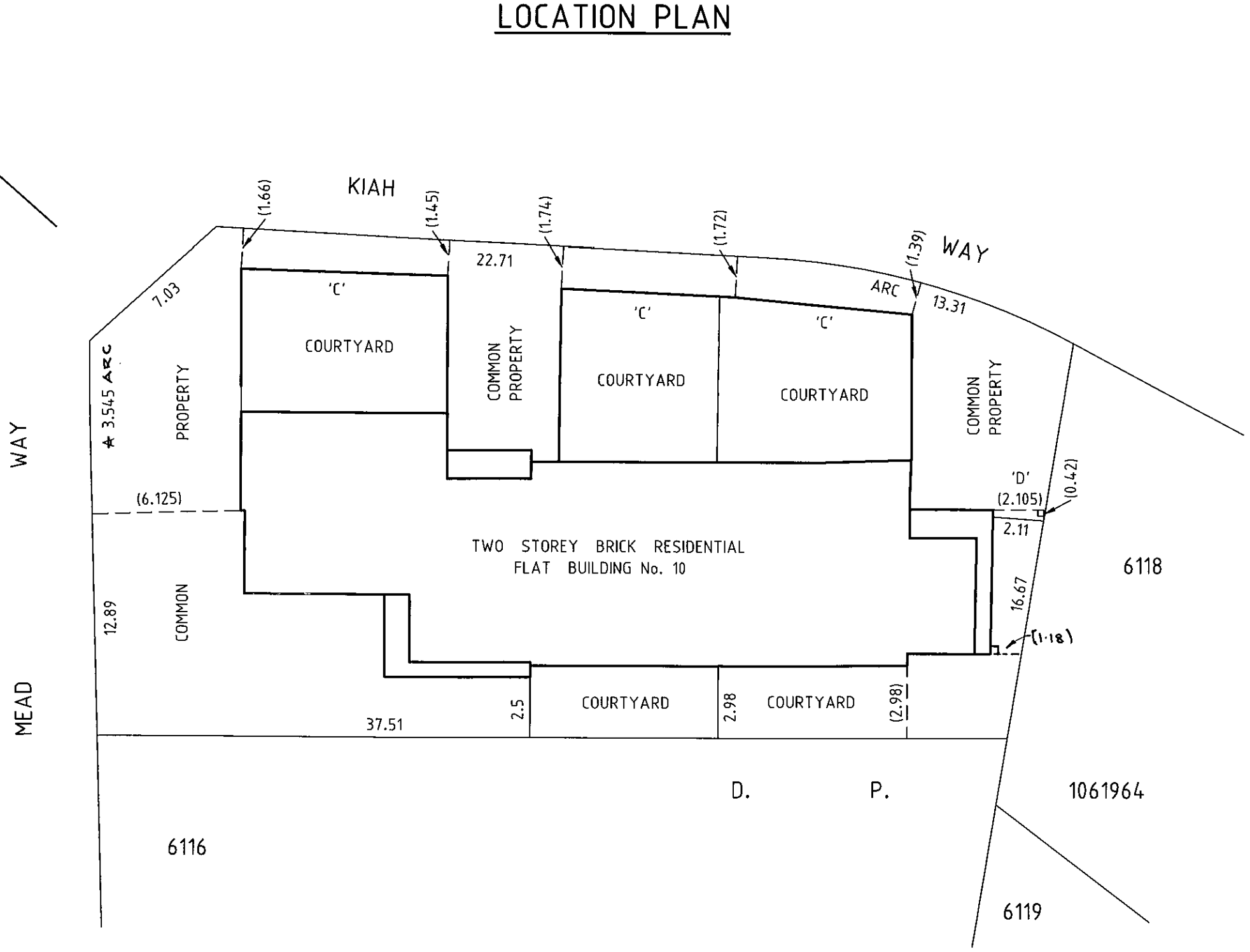
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Req:R511254 /Doc:SP 0084246 P /Rev:24-Sep-2010 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:19 /Seq:1 of 5
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# LOCATION PLAN




'C' 1.8m HIGH BRICK WALL

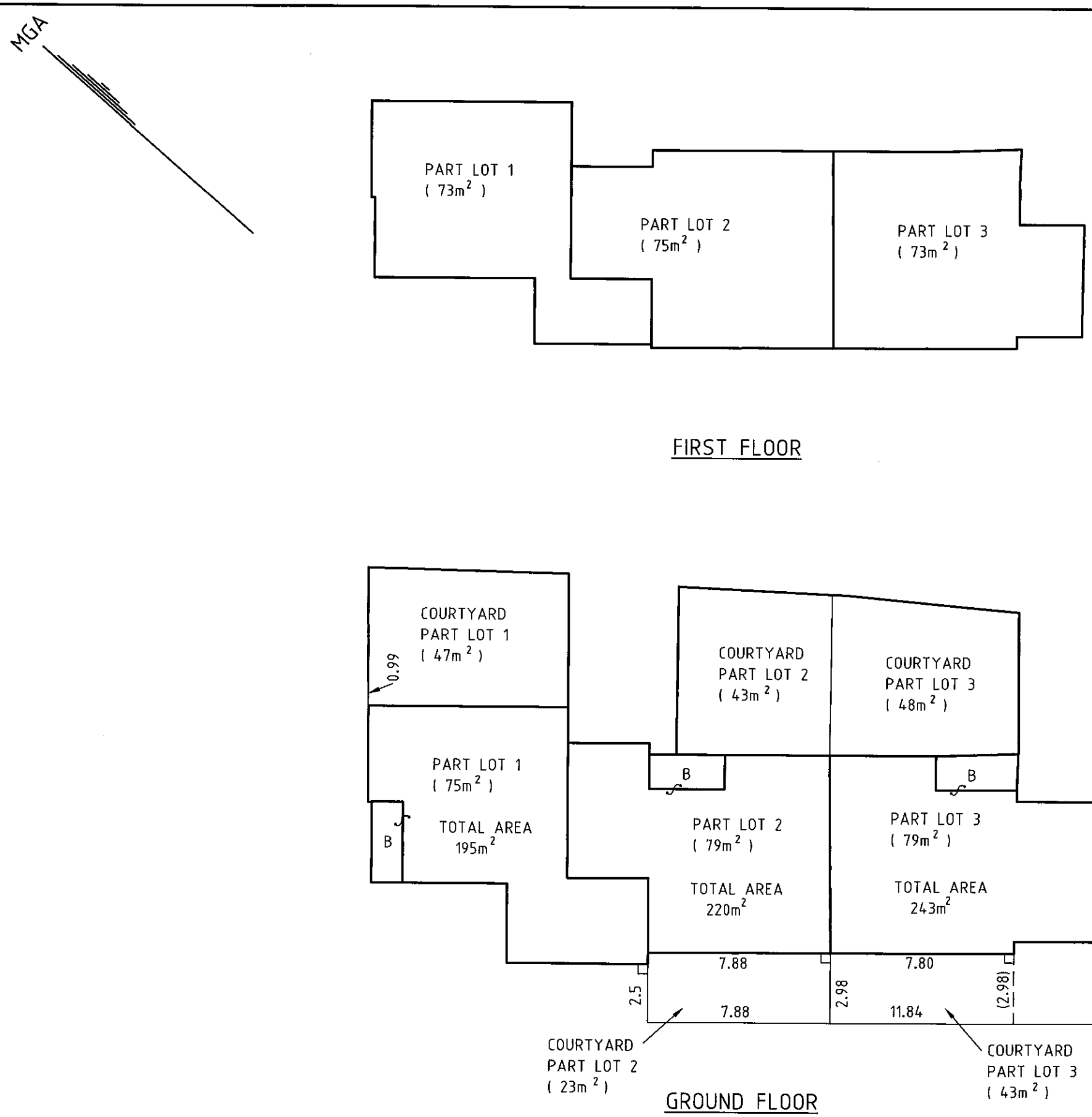
'D' PROLONGATION OF NORTH EASTERN FACE WALL

Surveyor: GLEN B. CAHILL
Surveyor's Ref: C19734
Subdivision No: 20.2008
Lengths are in metres. Reduction Ratio 1:200

Registered
23.9.2010

SP84246 P

Req:R511254 /Doc:SP 0084246 P /Rev:24-Sep-2010 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:19 /Seq:2 of 5
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FIRST FLOOR

- ALL AREAS ARE APPROXIMATE.

GROUND FLOOR

- ALL AREAS ARE APPROXIMATE.
- BALCONIES EXTEND UPWARD TO A HEIGHT OF 2.2 METRES ABOVE THEIR FLOOR SURFACE EXCEPT WHERE ROOFED OVER.
- COURTYARDS EXTEND DOWNWARD TO A DEPTH OF 2 METRES BELOW & UPWARD TO A HEIGHT OF 2.2 METRES ABOVE THE UPPER SURFACE OF THE FLOOR LEVEL OF THE GROUND FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED OVER.

NOTES:

- THE STRUCTURE OF THE RETAINING WALLS IN THE COURTYARD OF EACH LOT IS COMMON PROPERTY.
- THE STRUCTURE OF HARDSTAND & PAVED AREAS IN THE COURTYARD OF EACH LOT IS COMMON PROPERTY.
- THE STRUCTURE OF ALL STORMWATER, WATER SERVICE & SEWERAGE PIPES IN THE COURTYARD OF EACH LOT IS COMMON PROPERTY.
- THE HOT WATER SYSTEMS IN THE COURTYARD OF EACH LOT IS COMMON PROPERTY.

'D' PROLONGATION OF NORTH EASTERN FACE WALL

SIGNIFIES RIGHT ANGLE

B BALCONY

| | | |
|---|---|---|
| Surveyor: GLEN B. CAHILL<br>Surveyor's Ref: C19734<br>Subdivision No: 20.2008<br>Lengths are in metres. Reduction Ratio 1:200 | Registered<br>23.9.2010 | SP84246 |

Req:R511254 /Doc:SP 0084246 P /Rev:24-Sep-2010 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:19 /Seq:3 of 5
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**STRATA PLAN FORM 3 (Part 1) WARNING: Creasing or folding will lead to rejection**

# STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

* OFFICE USE ONLY

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

**The Owners – Strata Plan No** SP84246

NO. 10 MEAD WAY
WATANOBBI NSW 2259

SP84246 S

Registered: 23.9.2010

Purpose: STRATA PLAN

**PLAN OF** SUBDIVISION OF LOT 6117 IN DP 1061964

RESIDENTIAL
*~~(insert type being adopted)~~ **Model by-laws adopted** for this scheme
***Keeping of animals**: Option A/B/C
*~~**Schedule of By-laws in ____ sheets filed with plan**~~
*~~**No By-laws apply**~~
* strike out whichever is inapplicable

Strata Certificate

* *Name of Council/~~* Accredited Certifier~~* Wyong Shire.
being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 ~~or * Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

* strata plan/~~* strata plan of subdivision~~

illustrated in the annexure to this certificate.

~~* The accredited certifier is satisfied that the plan is consistent with a relevant~~ development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

* The strata plan/strata plan of subdivision is part of a development scheme. The * council/ * accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

* The Council does not object to the encroachment of the building beyond the alignment of

.....

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot (s).....
.....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of ~~the Strata Schemes (Leasehold Development) Act 1986.~~

Date 8.2.2010.

Subdivision No. 20-2008.

~~Accreditation No.~~ .....

Relevant Development Consent No. 1529-2007.

Issued by Wyong Shire Council.

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

* Complete or delete if applicable.

LGA: WYONG

Locality: WATANOBBI

Parish: MUNMORAH

County: NORTHUMBERLAND

Surveyor's Certificate

I, GLEN B CAHILL

of CAHILL & CAMERON OF GOSFORD

a surveyor registered under the Surveying Act, 2002, hereby certify that:

(1) each applicable requirement of
*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
*~~Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~
has been met;

(2) ~~*(a)the building encroaches on a public place;~~
*(b)the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:
*has been created by registered + .....
*~~is to be created under section 88B of the Conveyancing Act 1919~~

(3) *the survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 12.3.08

* Delete if inapplicable
+ State whether dealing or plan, and quote registered number.

*SURVEYOR'S REFERENCE:* C19734

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

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**STRATA PLAN FORM 3 (PART 2)** **WARNING: Creasing or folding will lead to rejection**

## STRATA PLAN ADMINISTRATION SHEET



**PLAN OF SUBDIVISION OF LOT 6117 IN DP 1061964**

ffice Use Only

SP84246

Office Use Only

**Registered:** 23.9.2010

Strata Certificate Details: Subdivision No: 20.2008 Date: 8.2.2010

SCHEDULE OF UNIT ENTITLEMENT

*(If space is insufficient use additional annexure sheet)*

| LOT NO. | ENTITLEMENT |
|---|---|
| 1 | 10 |
| 2 | 10 |
| 3 | 10 |

AGGREGATE: 30

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

*(If space is insufficient use additional annexure sheet)*

I certify that the attorney for the transferor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer under power of sale in my presence.

Signature of witness

Heather Ann Michalik

Name of witness

7 LAFFER Drive Bedford Park SA 5042

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

**Signed** by

DAVID ROBERT PESTER

as attorney for **Westpac Banking Corporation** under power of attorney registered Book 4299 No 332

Signature of attorney

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

*SURVEYOR'S REFERENCE:* C19734

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**STRATA PLAN FORM 3A (Annexure Sheet)** **WARNING: Creasing or folding will lead to rejection**

## STRATA PLAN ADMINISTRATION SHEET



**PLAN OF SUBDIVISION OF LOT 6117 IN DP 1061964**

Office Use Only

SP84246

Office Use Only

**Registered:** 23.9.2010

Strata Certificate Details: Subdivision No: 20.2008 Date: 8.2.2010

Executed by John Patrick McGrath
as Sole Director & Sole Secretary
of Asset First Pty Ltd ACN 081 729 571
under section 121 of Corporations Act

*SURVEYOR'S REFERENCE: C19734*

Req:R511255 /Doc:DL N923489 /Rev:09-Jul-1997 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:19 /Seq:1 of 3
© Office of the Registrar-General /Src:Hazlett /Ref:Admin-ADMIN-

AT:MR [redacted]VENANT L.F3/505.1132 Pt.2

N923489

THIS DEED made the [redacted] One thousand nine hundred and seventy [redacted]EN CLIFTON RENE SHOOBRIDGE BAILEY of Ourimbah, Farmer AND FLORA BERYL BAILEY, his wife (hereinafter called "the Covenantors") of the one part AND THE COMMISSIONER FOR MAIN ROADS a corporation sole constituted pursuant to the provisions of the Main Roads Act, 1924 of 309 Castlereagh Street, Sydney (hereinafter called "the Commissioner") of the other part WHEREAS by notification publised in Government Gazette No. 33 of 22nd March, 1974 the land described in the Second Schedule hereto was resumed for the purposes of the Main Roads Act and the Covenantors now covenant with the Commissioner as Covenantee notwithstanding the provisions of the Local Government Act of 1919, that

1 (a) The land described in the First Schedule of this Covenant will not nor will any part thereof at any time hereafter without the prior consent in writing of the Commissioner (which consent may at any time be withdrawn by the Commissioner in his absolute discretion) be used as a means of access or route to any part of the lands described in the Second Schedule of this Covenant.

(b) No means of access or route to or from the lands described in the Second Schedule hereunder will at any time hereafter (without such consent being first had and obtained) to be constructed formed or laid out in over or upon the land described in the First Schedule hereunder and any such means of access or route must be forthwith closed upon the Commissioner withdrawing any consent so given as aforesaid which he may do in his absolute discretion.

2. The land described in the First Schedule hereunder will not be excavated or reformed in any manner which may cause or have any tendency to cause the collapse of the lands described in the Second Schedule hereunder notwithstanding the existence of improvements thereon.

AND IT IS HEREBY DECLARED that the benefit of the Covenants set forth is intended to be appurtenant to the lands in the Second Schedule hereunder and that the burden of the said Covenants attaches to the land in the First Schedule hereunder and that the person having the right to release vary or modify the Covenants is the Commissioner or his Successors

AND IT IS HEREBY DECLARED that the restrictions imposed by this Covenant shall cease to apply if the dominant tenement after having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924 thereafter ceases to be such a motorway.

/ FIRST SCHEDULE ... ...

F. B. Bailey

E R Bailey

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FIRST SCHEDULE

ALL THOSE pieces or parcels of land situate in the Shire of Wyong Parish of Munmorah and County of Northumberland being Lot 1 in Deposited Plan 564975, Lots 4,5 & 6 in Deposited Plan 564976 and Lot 39 Section A Deposited Plan 5554 and being part of the land comprised within Certificates of Title Volume 9239 Folio 34 and Volume 7749 Folio 205.

SECOND SCHEDULE

ALL THOSE pieces or parcels of land situate in the Shire of Wyong Parish of Munmorah and County of Northumberland being Lots 2 and 3 in Deposited Plan 564975, being part of the land comprised within Certificate of Title Volume 9239 Folio 34 and Lot 7 in Deposited Plan 564976 and the whole of Lot 39A Section A Deposited Plan 5554 and being part of the land comprised within Certificate of Title Volume 7749 Folio 205.

IN WITNESS WHEREOF the Covenantors have hereunto set their hands and seals on the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by the said CLIFTON RENE SHOOBRIDGE BAILEY in the presence of:

C R Bailey

SIGNED SEALED AND DELIVERED by the said FLORA BERYL BAILEY in the presence of:

F B Bailey

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N923489

Dept. Main Roads
309 Castlereagh St.
Sydney
20933 Ext. 644
Pls. L.F3/505.1132 Attn

Passed in S.D.B. 11/9/74

2 cts
13/3/75.

Registered 28-10-74
delayed
REGISTRAR GENERAL
REG-GEN
12.3.1975.

Registered 12-3-1975.
REGISTRAR GENERAL

M.P.D.

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Form: 15CH
Release: 2·1

# CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AP880012D

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

(A) **TORRENS TITLE** For the common property
CP/SP84246

(B) **LODGED BY**

| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
|---|---|---|
| 1W | V J RAY PTY LIMITED<br>PO BOX 369 CAMPSIE NSW 2194<br>TEL: 9784-7900<br>Reference: SP84246 | CH |

(C) The Owners-Strata Plan No. 84246 certify that a special resolution was passed on 20/9/2019

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAWS 1, 2 & 3
Amended by-law No. NOT APPLICABLE
as fully set out below:
REFER TO ANNEXURE "A"

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A .

(G) The seal of The Owners-Strata Plan No. 84246 was affixed on 19/12/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:
Name: CAROLYN VERJOUSTINSKY
Authority: STRATA MANAGING AGENT

Signature:
Name:
Authority:

THE OWNERS - STRATA PLAN 84246 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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# Annexure "A"
# Consolidated By-laws Strata Plan 84246

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

## 2 Vehicles
An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

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

## 4 Damage to lawns and plants on common property
An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
(b) use for his or her own purposes as a garden any portion of the common property.

## 5 Damage to common property
(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
(3) This by-law does not prevent an owner or person authorised by an owner from installing:
(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
(b) any screen or other device to prevent entry of animals or insects on the lot, or
(c) any structure or device to prevent harm to children, or
(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
(5) Despite section 62 of the Act, the owner of a lot must:
(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.




The seal of The Owners- Strata Plan 84246
was affixed on 19/12/2019
in the presence of:

Signature:
Name: CAROLYN VERTOUSTRATA
Authority: Strata Managing Agent.
Authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

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**6 Behaviour of owners and occupiers**
An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

**7 Children playing on common property in building**
An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

**8 Behaviour of invitees**
An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

**9 Depositing rubbish and other material on common property**
An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

**10 Drying of laundry items**
An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

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

**12 Storage of inflammable liquids and other substances and materials**
(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**13 Changes to floor coverings and surfaces**
(1) 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 the 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.
(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

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**14 Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**15 Garbage disposal**

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

**16 Keeping of animals**

Option B

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

(3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

(a) notify the owners corporation that the animal is being kept on the lot, and

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(b) keep the animal within the lot, and
(c) carry the animal when it is on the common property, and
(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

**17 Appearance of lot**
(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

**18 Change in use of lot to be notified**
An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

**19 Provision of amenities or services**
(1) 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:
(a) window cleaning,
(b) garbage disposal and recycling services,
(c) electricity, water or gas supply,
(d) telecommunication services (for example, cable television).
(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
**Note:** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

**20 Compliance with planning and other requirements**
(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

**Special By-Law 1 - Window Safety Locks**

1. Window safety locks, once installed, must not be removed, damaged or tampered with.
2. Every owner must take reasonable steps to ensure that the occupiers of and invitees to their lot comply with part 1 of this by-law
3. If the Window Safety Locks are removed, damaged or tampered with and require repair or replacement the owners corporation may recover the costs of repair and or replacement from the owner of the lot by adding the costs of repair or replacement to that owners levy account and the amount(s) may be included on the levy notice for the lot.
4. If a lot is sold whilst there is a liability to the owners corporation under this by-law for costs of repair or replacement, the new owner will be jointly and severally liable for the costs with the former owner.

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## Special By-Law 2 - Reimbursement of Cost of By-Laws

A. In the event that an owner or occupier of a lot breaches a registered by-law in the strata plan, the Owners Corporation may: to the extent permitted by law, recover from the owner or occupier as a debt:

(a) The expenses incurred by the Owners Corporation arising out of or caused by a breach of by-laws, including expenses incurred rectifying, preventing, or attempting to rectify, restrain or prevent a breach, such as strata managing agent's and legal or administrative costs to:

(1) issue a notice to comply with a by-law,

(2) prepare an application for and attend mediation,

(3) prepare an application for an order by a tribunal,

(4) prepare an application for a penalty to be imposed,

(5) Appear at the tribunal on behalf of the Owners Corporation.

(6) Any costs incurred relating to action taken to remedy a breach of by-law.

(b) the expenses incurred by the Owners Corporation recovering any or all of the expenses and the costs of and related to the breach of by-laws, including legal costs and disbursements on an indemnity basis.

B. Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of any by-law.

C. In addition to any other rights of the Owners Corporation under this by-law, the owners corporation may charge interest (in accordance with section 85 of the Strata Schemes Management Act 2015) on any amounts if not paid at the end of one month after they become due and payable by the owner under this by-law.

## Special By-Law 3 – Renovations

### 1. Introduction

1.1 This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

1.2 This by-law also sets out rules you must follow in connection with renovations already done to a common area in the building in connection with your apartment before this by-law including minor renovations and major renovations which have already been completed.

### 2. Definitions & Interpretation

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

(a) 'Act' means the Strata Schemes Management Act 2015,

(b) 'apartment' means a lot in the strata scheme,

(c) 'annexure' means the annexure to this by-law,

(d) 'building' means the building in the strata scheme in which your apartment is located,

(e) 'common area' means the common property in the strata scheme,

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(f) 'cosmetic work' means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

(g) 'existing renovations' means the renovations undertaken by previous or current owners to common areas in the building in connection with apartments before this bylaw without the consent of the owners corporation,

(h) 'major renovations' means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:

(i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

(ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,

(iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,

(iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979, but cannot include cosmetic work or minor renovations,

(i) 'minor renovations' means any work to a common area in the building in connection with your apartment for the following purposes:

(i) renovating a kitchen,

(ii) renovating a bathroom in a manner that does not involve waterproofing,

(iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,

(iv) changing recessed light fittings,

(v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,

(vi) installing or replacing wood or other hard floors,

(vii) installing or replacing wiring or cabling or power or access points,

(viii) installing or replacing pipes and ducts,

(ix) work involving reconfiguring walls in a manner that does not involve structural changes,

(x) installing a rainwater tank,

(xi) installing a clothesline,

(xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,

(xiii) installing double or triple glazed windows,

(xiv) installing a heat pump or hot water service or a gas or oil heater,

(xv) installing ceiling insulation,

(xvi) installing an aerial or antenna,

(xvii) installing a satellite dish with a diameter no greater than 1.5 metres,

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(xviii) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof directly above your apartment, but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(j) 'renovations' means minor renovations or major renovations,

(k) 'strata scheme' means the strata scheme to which this by-law applies,

(l) 'you' means an owner of an apartment and includes your successors in title.

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

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law,

(f) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

## 3. Renovations Approval Process

3.1 Renovations Require Approval

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the renovations,

(d) drawings, plans and specifications for the renovations,

(e) an estimate of the duration and times of the renovations,

(f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,

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(g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

## 4. Conditions for Renovations

4.1 Before the Renovations

4.1.1 Before commencing the renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(b) Local Council Approval

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

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

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

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(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

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

(g) Bond

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

(h) Costs

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

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

4.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

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

(b) Quality of Renovations

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

(c) Time for Completion of Renovations

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

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

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(e) Times for Operation of Noisy Equipment

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

(f) Appearance of Renovations

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

(g) Supervision of Renovations

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

(h) Noise During Renovations

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

(i) Transportation of Construction Equipment

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

(j) Debris

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

(k) Storage of Building Materials on Common Areas

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

(l) Protection of Building

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

(m) Building Integrity

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

(n) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

Req:R511467 /Doc:DL AP880012 /Rev:05-Feb-2020 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:35 /Seq:12 of 15
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(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas including any driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

(s) Variation to renovations

not vary the renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

4.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,

(c) Obtain Planning Certificates

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

(d) Restore the Common Areas

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

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(e) Engineer's Report

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

(f) Expert's Report

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

(g) Acoustic Consultant's Report

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

4.4 Enduring Obligations

You must:

(a) Maintenance of Apartment Renovations

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

(b) Maintenance of Minor Renovations

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

(c) Repair Damage

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

(d) Prevent Excessive Noise

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(e) Flooring

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

(f) Indemnity

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

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(g) Insurance

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

(h) Comply with the Law

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

**5. Bond**

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

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

(b) cleaning any part of the common area as a result of the renovations, and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

**6. Breach of this By-Law**

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

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

**7. Common Property Rights By-Law**

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

**8. Strata Committee Approvals**

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

Req:R511467 /Doc:DL AP880012 /Rev:05-Feb-2020 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:35 /Seq:15 of 15
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## 9. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

## 10. Existing Renovations

10.1 The owners corporation grants you the special privilege to retain the existing renovations undertaken to a common area in connection with your apartment.

10.2 You must comply with the conditions set out in clause 4.4 of this by-law in relation to any existing renovations undertaken to a common area in connection with your apartment.

10.3 To avoid doubt, you must properly maintain and keep in a state of good and serviceable repair any existing renovations undertaken to a common area in connection with your apartment and, where necessary, renew or replace the whole or any part of those existing renovations.

The seal of The Owners- Strata Plan 84246
was affixed on 19/12/2019
in the presence of:

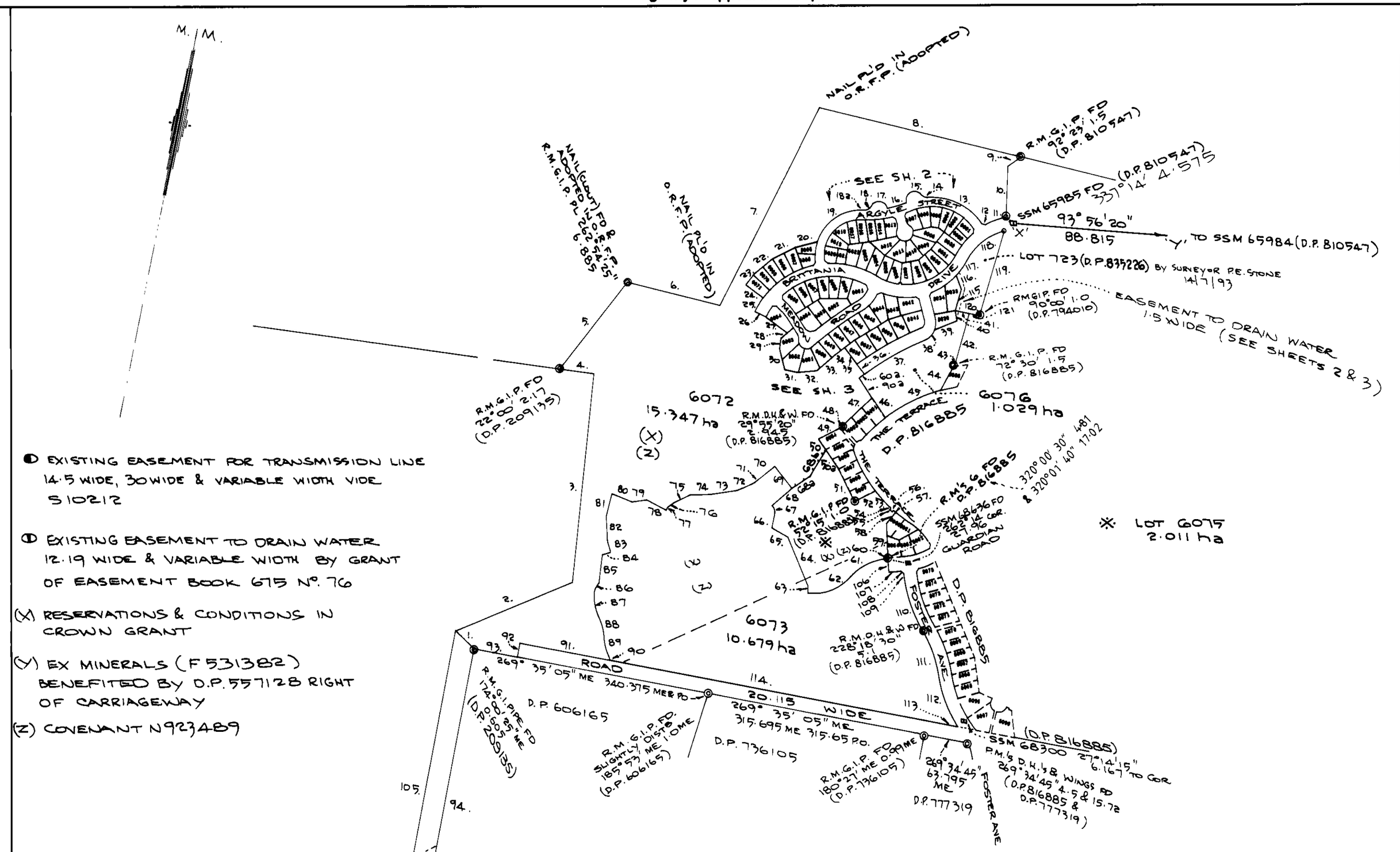
Signature: [signature]
Name: CAROLYN VERJOUSTINSKY
Authority: Strata Managing Agent.
Authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN 84246
Common Seal

PLAN FORM 2 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

SIGNED BY ME DOMINIC SIDOTI AS DELEGATE OF THE NEW SOUTH WALES LAND AND HOUSING CORPORATION AND I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION




① EXISTING EASEMENT FOR TRANSMISSION LINE 14.5 WIDE, 30 WIDE & VARIABLE WIDTH VIDE 510212

② EXISTING EASEMENT TO DRAIN WATER 12.19 WIDE & VARIABLE WIDTH BY GRANT OF EASEMENT BOOK 675 Nº. 76

(X) RESERVATIONS & CONDITIONS IN CROWN GRANT

(Y) EX MINERALS (F 531382) BENEFITED BY D.P. 557128 RIGHT OF CARRIAGEWAY

(Z) COVENANT N923489

SCHEDULE OF SHORT LINE (STRAIGHT & CURVED) BOUNDARIES

| Nº | BEARING | DISTANCE | ARC | RAD. |
|---|---|---|---|---|
| 1 | 303°24'10" | 36.17 | CALC'D | |
| 2 | 76°19'45" | 180.87 | ME | |
| 3 | 354°45'45" | 29.85 | ME | |
| 4 | 266°40'15" | 90.0 | ME | |
| 5 | 27°03'15" | 156.915 | " | |
| 6 | 92°39' | 136.755 | " | |
| 7 | 15°35'30" | 215.665 | " | |
| 8 | 92°23'10" | 296.565 | " | |
| 9 | 223°31'40" | 23.5 | | |
| 10 | 170°42'50" | 73 | | |
| 11 | 238°48'30" | 30.715 | 30.865 | 104 |
| 12 | 272°59'15" | 5.775 | | |
| 13 | 289°13'25" | 85.915 | 89.61 | 85 |
| 14 | 281°30'45" | 10.83 | 11.235 | 12 |
| 15 | 228°23'15" | 23.695 | 33.63 | 12 |
| 16 | 242°01'55" | 29.98 | 29.43 | 150 |
| 17 | 268°51'10" | 22.805 | 30.085 | 12 |
| 18 | 228°24'25" | 12.76 | 13.45 | 12 |
| 18a | 260°51'50" | 1.91 | 1.91 | 150 |
| 19 | 223°39'30" | 78.705 | 84.54 | 65 |
| 20 | 244°28' | 32.96 | | |
| 21 | 232°13'05" | 36.375 | | |
| 22 | 219°12'50" | 33.81 | | |
| 23 | 206°35'25" | 19.895 | | |
| 24 | 115°20'20" | 30.995 | | |
| 25 | 200°10'30" | 23 | 23.035 | 123 |
| 26 | 104°48'40" | 18 | | |
| 27 | 115°11'40" | 37.615 | | |
| 28 | 217°15' | 11.75 | | |
| 29 | 177°11'30" | 15 | | |
| 30 | 154°48'50" | 30.7 | | |

| Nº | BEARING | DIST. | ARC | RAD. |
|---|---|---|---|---|
| 31 | 90°57'15" | 19.115 | | |
| 32 | 73°34'15" | 21.795 | | |
| 33 | 31°48'30" | 33.145 | | |
| 34 | 42°00' | 19 | | |
| 35 | 132°03'30" | 29.62 | | |
| 36 | 132°03'30" | 18 | | |
| 37 | 49°12'35" | 99.99 | 99.85 | 400 |
| 38 | 32°36'55" | 20.135 | 20.72 | 25 |
| 39 | 56°55'35" | 34.03 | | |
| 40 | 338°36'30" | 14.64 | | |
| 41 | 90°00' | 20.135 | | |
| 42 | 184°23'30" | 77.51 | BY ME | |
| 43 | 252°30'30" | 0.71 | | |
| 44 | 197°41'10" | 39.81 | | |
| 45 | 232°31'05" | 86.245 | 88.795 | 230 |
| 46 | 315°30' | 34 | | |
| 47 | 215°28'50" | 58.81 | | |
| 48 | 216°17'40" | 4 | | |
| 49 | 232°15' | 35 | | |
| 50 | 134°28'45" | 18.32 | | |
| 51 | 142°25'20" | 51.745 | | |
| 52 | 92°15' | 33.5 | | |
| 53 | 126°22'10" | 33.01 | 33.05 | 200 |
| 54 | 208°32'40" | 2.91 | | |
| 55 | 118°31'20" | 5 | | |
| 56 | 28°31'20" | 2.7 | | |
| 57 | 119°31'45" | 4 | 4 | 200 |
| 58 | 208°31'20" | 21 | | |
| 59 | 166°28'35" | 49.09 | | |
| 60 | 253°17'05" | 1.21 | | |
| 60a | 41°23'15" | 9.425 | 9.425 | 400 |
| 60b | 134°28'45" | 33.5 | | |

| Nº | BEARING | DIST. | ARC | RAD. |
|---|---|---|---|---|
| 61 | 231°59'25" | 58.109 | 59.465 | 80 |
| 62 | 231°53'25" | 68.575 | 68.015 | 71.115 |
| 63 | 348°19'05" | 10.48 | | |
| 64 | 325°49'55" | 75 | | |
| 65 | 288°31'55" | 27 | | |
| 66 | 0°55'50" | 20.565 | | |
| 67 | 329°39' | 12.46 | 13.1 | 12 |
| 68 | 38°15'35" | 38 | | |
| 69 | 310°51'05" | 40 | | |
| 70 | 220°00' | 37 | | |
| 71 | 231°51'35" | 5 | | |
| 72 | 235°30' | 22 | | |
| 73 | 290°13'50" | 38.5 | | |
| 74 | 257°53'45" | 29.505 | | |
| 75 | 232°24' | 29.52 | | |
| 76 | 223°09'20" | 10.465 | | |
| 77 | 195°52' | 5 | | |
| 78 | 286°30' | 32.425 | | |
| 79 | 290°56'35" | 21.16 | | |
| 80 | 279°44'35" | 30.5 | | |
| 81 | 183°14'35" | 34.5 | | |
| 82 | 125°51'55" | 34.365 | | |
| 83 | 191°55'35" | 16 | | |
| 84 | 242°52'55" | 12 | | |
| 85 | 175°39' | 40.705 | | |
| 86 | 190°39' | 20.345 | 20.86 | 27 |
| 87 | 155°59'55" | 30.35 | 30.59 | 70 |
| 88 | 154°26'15" | 30.415 | 30.605 | 80 |
| 89 | 154°05'25" | 21.445 | 21.625 | 70 |
| 90 | 155°24'15" | 9.245 | 9.285 | 12 |
| 90a | 315°30' | 33.11 | | |
| 90b | 41°10'10" | 30.315 | | |

| Nº | BEARING | DIST. | ARC | RAD. |
|---|---|---|---|---|
| 91 | 269°35'05" | 190.945 | | |
| 92 | 179°35'05" | 20.115 | | |
| 93 | 269°35'05" | 63.17 | | |
| 94 | 179°32'10" | 362.1 | | |
| 95 | 179°34' | 280.36 | | |
| 96 | 193°46' | 457.48 | | |
| 97 | 289°00'40" | 47.65 | | |
| 98 | 213°31'30" | 51.55 | | |
| 99 | 12°44' | 42.56 | | |
| 100 | 328°39' | 60.25 | } P.O. | |
| 101 | 344°30' | 29.85 | | |
| 102 | 2°30'10" | 179.2 | | |
| 103 | 23°39' | 235 | | |
| 104 | 34°01' | 179.27 | | |
| 105 | 391°32'10" | 401.25 | | |
| 106 | 169°17'05" | 20 | | |
| 107 | 73°17'05" | 16.815 | | |
| 108 | 117°02'30" | 5.78 | | |
| 109 | 160°41'55" | 5.795 | | |
| 110 | 149°33'40" | 80.605 | 81.205 | 207 |
| 111 | 149°10'15" | 68.14 | 68.545 | 181 |
| 112 | 148°09'10" | 76.91 | 77.465 | 187 |
| 113 | 269°34'45" | 46.82 | | |
| 114 | 269°35'05" | 461.96 | | |
| 115 | 5°00' | 31.515 | | |
| 116 | 328°30' | 21.125 | | |
| 117 | 24°15'55" | 26.035 | 26.11 | 98 |
| 118 | 39°56'25" | 68.095 | 69.97 | 86 |
| 119 | 185°00' | 125.8 | | |
| 120 | 270°00' | 35.135 | | |
| 121 | 270°00' | 17 | | |
| 686 | 22°50'50" | 43.86 | | |

**DP 835228**

Registered: 19-1-1994

C.A: —

Title System: TORRENS

Purpose: SUBDIVISION & EASEMENT

Ref. Map: U3612-1, 2, & 4*

Last Plan: DP.816885, D.P.835226

PLAN OF SUBDIVISION OF LOT 5113 IN D.P. 816885 & EASEMENT TO DRAIN WATER 1.5 WIDE OVER LOT 723 D.P. 835226

Lengths are in metres. Reduction Ratio 1: 5000

COUNCIL ~~Mun./Shire City~~ WYONG

Locality: WATANOBBI

Parish: MUNMORAH

County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets. (Delete if inapplicable).

I, PETER E. STONE

of EVERITT & EVERITT P.O. BOX 198 WYONG 2259

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan EXCEPTING LOTS 6072 – 6076 (INCL.) is accurate and has been made in accordance with the Survey Practice Regulation 1990 and any special requirements of the Department of Lands, and was completed on

# 23RD AUGUST 1993

Signature

Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth. XY

#Insert date of survey.

Plans used in preparation of survey/compilation.
D.P. 816885
D.P. 810547
D.P. 209135
D.P. 777319
D.P. 736105
D.P. 606165
D.P. 794010
D.P. 835226

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 81 OF THE PUBLIC WORKS ACT 1912 & SECTION 15(5) OF THE HOUSING ACT 1976 IT IS INTENDED TO PROCLAIM BRITTANIA DRIVE, ARGYLE STREET, CAMDEN WAY, MEADOW ROAD, AND ALL SPLAYED CORNERS AS PUBLIC HIGHWAY

PURSUANT TO SECTION 15(3) OF THE HOUSING ACT 1976 IT IS INTENDED TO PROCLAIM LOTS 6075 & 6076 AS PUBLIC RESERVE

IT IS INTENDED PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919-64 (AS AMENDED), TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 1 WIDE
3. EASEMENT FOR MAINTENANCE ACCESS 1 WIDE
4. RESTRICTIONS ON THE USE OF LAND
5. POSITIVE COVENANT
6. POSITIVE COVENANT
7. POSITIVE COVENANT
8. POSITIVE COVENANT.
9. EASEMENT FOR SUPPORT 0.3 WIDE

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919, other than the requirements for the registration of plans), and

*(b) the requirements of section 34B of the † Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, † Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed .....
(Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. .....

Date .....

(Signature) ..... Council Clerk

Council File No. .....

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable.

SURVEYOR'S REFERENCE: 9935/2

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

U3612-1,2,4 Y 07 7 A 3 A

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PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | *OFFICE USE ONLY

BUILDING ENVELOPE
EASEMENT FOR MAINTENANCE ACCESS (1 WIDE)
EASEMENT TO DRAIN WATER (1 WIDE)

ARGYLE STREET (13 WIDE & VAR. WIDTH)

EASEMENT TO DRAIN WATER (1.5 WIDE)
EASEMENT FOR SUPPORT 0.3 WIDE

SCHEDULE of SHORT & CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 1 | 126°50'15" | 21·915 | 22 | 72 |
| 2 | 178°30'05" | 6·01 | | |
| 3 | 215°35'20" | 11·345 | 11·35 | 104 |
| 4 | 209°01'20" | 12·48 | 12·485 | 104 |
| 5 | 111°35'55" | 16·265 | 16·3 | 72 |
| 6 | 295°35'00" | 8·755 | | |
| 7 | 98°09'00" | 17·455 | 17·5 | 72 |
| 8 | 83°51'55" | 18·35 | 18·4 | 72 |
| 9 | 68°47'05" | 19·44 | 19·5 | 72 |
| 10 | 56°55'00" | 8·265 | 8·265 | 163 |
| 11 | 58°14'50" | 6·99 | 6·995 | 72 |
| 12 | 314°27'00" | 8·975 | 9·2 | 12 |
| 13 | 312°16'20" | 8·125 | 8·29 | 12 |
| 14 | 332°03'30" | 7·48 | | |
| 15 | 15°33'50" | 5·8 | | |
| 16 | 351°27'15" | 6·23 | 6·3 | 12 |
| 17 | 23°28'05" | 7·005 | 7·11 | 12 |
| 18 | 55°08'50" | 6·095 | 6·16 | 12 |
| 19 | 216°52'20" | 8·915 | | |
| 20 | 91°13'10" | 8·745 | 8·95 | 12 |
| 21 | 248°07'20" | 5·04 | | |
| 22 | 128°09'45" | 6·445 | 6·525 | 12 |
| 23 | 68°02'05" | 12·995 | 13 | 163 |
| 24 | 108°33'10" | 5·8 | | |
| 25 | 152°03'30" | 7·48 | | |
| 26 | 171°50'35" | 8·125 | 8·29 | 12 |
| 27 | 167°41'05" | 9·74 | 10·03 | 12 |
| 28 | 72°36'20" | 13·005 | 13·01 | 163 |
| 29 | 77°11'40" | 13·095 | 13·1 | 163 |
| 30 | 251°18'05" | ·875 | | |
| 31 | 76°45'55" | 8·14 | 8·145 | 52 |
| 32 | 80°21'55" | 4·99 | 4·99 | 163 |
| 33 | 65°00'10" | 13·165 | 13·2 | 52 |
| 34 | 43°07'25" | 26·225 | 26·515 | 52 |
| 35 | 251°18'05" | 3·05 | | |
| 36 | 16°40'20" | 21·345 | 21·5 | 52 |
| 37 | 177°34'55" | 8·105 | | |
| 38 | 352°51'05" | 21·58 | 21·735 | 52 |
| 39 | 258°47'20" | 11·395 | 11·4 | 123 |
| 40 | 296°55'55" | 5·97 | | |
| 41 | 264°44'50" | 14·175 | 14·185 | 123 |
| 42 | 271°42'45" | 15·71 | 15·72 | 123 |
| 43 | 278°47'55" | 14·69 | 14·7 | 123 |
| 44 | 71°18'05" | 8·875 | | |
| 45 | 285°55'50" | 15·915 | 15·925 | 123 |
| 46 | 284°58'35" | 15·575 | 15·6 | 80 |
| 47 | 290°05'00" | 1·98 | 1·98 | 123 |
| 48 | 272°56'45" | 17·96 | 18 | 80 |
| 49 | 265°02'30" | 1·8 | | |
| 50 | 175°02'30" | 1·775 | | |
| 51 | 257°35'55" | 17·615 | 17·65 | 80 |
| 52 | 355°02'30" | 1·785 | | |
| 53 | 265°02'30" | 1·8 | | |
| 54 | 244°12'10" | 19·72 | 19·77 | 80 |
| 55 | 229°59'40" | 19·85 | 19·9 | 80 |
| 56 | 216°12'00" | 18·58 | 18·62 | 80 |
| 57 | 203°35'45" | 16·55 | 16·58 | 80 |
| 58 | 201°06'25" | 16·235 | 16·25 | 104 |
| 59 | 197°08'20" | 1·435 | 1·435 | 80 |

DIAG 'A' (NOT TO SCALE)

DIAG 'B' (N.T.S.)

SEE DIAG 'A'

SSM 79608 (IN KERB)

SSM 79610

SSM 65985 FD (NOT ESTAB.) (D.P. 810547)

TO SSM 65984 FOUND (D.P. 810547) NOT ESTAB'D

4001 D.P. 810547

4047 D.P. 810547

6072

6013

6007

6065

6066

6076

6033

6034

6035

6042

6043

6060

6061

6006 465·1m²
6005 433·8m²
6004 427·4m²
6003 414·8m²
6001 411·7m²
6002 317·7m²
6032 553·4m²
6031 523m²
6030 516·9m²
6029 524·9m²
6028 510·7m²
6027 491·5m²
6026 499·4m²
6025 523·7m²
6024 549·3m²
6023 642·2m²
6022 572·4m²
6021 391·8m²
6020 419·7m²
6019 450·5m²
6018 438·2m²
6017 436·2m²
6016 434·2m²
6015 402·8m²
6014 382·3m²
6013 489·6m²
6012 584·4m²
6011 616·1m²
6010 516·3m²
6009 525·9m²
6008 621·2m²
6007 515·6m²

LOT 6077 (4·76m²)
LOT 6077 (SEE DIAG 'B')

BRITTANIA DRIVE
CAMDEN WAY
MEADOW ROAD

EASEMENT FOR SUPPORT 0.3 WIDE
EASEMENT TO DRAIN WATER 1.5 WIDE

SCHEDULE OF R.M.'s (D.H.'s & WINGS ON KB)

| No | BEARING TO COR | DISTANCE |
|---|---|---|
| 23 | 88° 41' | 17·265 |
| 24 | 193° 02' 30" | 4·685 |
| 25 | 164° 54' 20" | 5·020 |

SCHEDULE OF REFERENCE MARKS (DRILLHOLES & WINGS ON KERBS)

| No | BEARING TO COR. | DISTANCES |
|---|---|---|
| 1 | 305° 35' 20" | 4·91 & 13·045 |
| 2 | 286° 37' 50" | 4·895 & 13·06 |
| 3 | 341° 09' 40" | 4·93 & 12·99 |
| 4 | 20° 33' 50" | 4·755 & |
| 5 | 349° 30' | 4·585 & 13·025 |
| 6 | 71° 14' 25" | 4·355 & 10·43 |
| 7 | 171° 15' | 4·415 & 10·875 |
| 8 | 127° 00' | 3·01 & 7·26 |
| 9 | 173° 40' 05" | 4·425 & 179° 24' 25" 10·565 |
| 10 | 222° 55' | 4·385 & 223° 08' 40" 10·48 |
| 11 | 62° 03' 30" | 3·485 & 9·545 |
| 12 | 62° 03' 30" | 3·425 & 9·540 |

RADIALS
a. 22° 29' 15" 12
b. 66° 24' 50" " "
c. 96° 29' 35" " "
d. 130° 26' 30" " "
e. 159° 51' 10" " "
f. 202° 35' 10" " "
g. 233° 44' 25" " "
h. 281° 37' 50" 12

DP 835228

Registered: 19-1-1994

This is sheet 2 of my plan in 3 sheets dated 23/8/93

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by my Certificate No. of

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

10. EASEMENT FOR SUPPORT 0.3 WIDE
11. EASEMENT FOR SUPPORT 0.3 WIDE
12. EASEMENT FOR SUPPORT 0.3 WIDE
13. EASEMENT FOR SUPPORT 0.3 WIDE
14. EASEMENT FOR SUPPORT 0.3 WIDE
15. EASEMENT TO DRAIN WATER 1.5 WIDE

WHERE ANY LOT HEREIN ABUTS ON A ROAD OR NON TIDAL STREAM THE TITLE EXTENDS ONLY TO THE ROAD OR STREAM AND NOT TO THE MIDDLE LINE THEREOF.

Reduction Ratio 1: 600

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 9935/2

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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

**DP 835228**

Registered: 19-4-1994

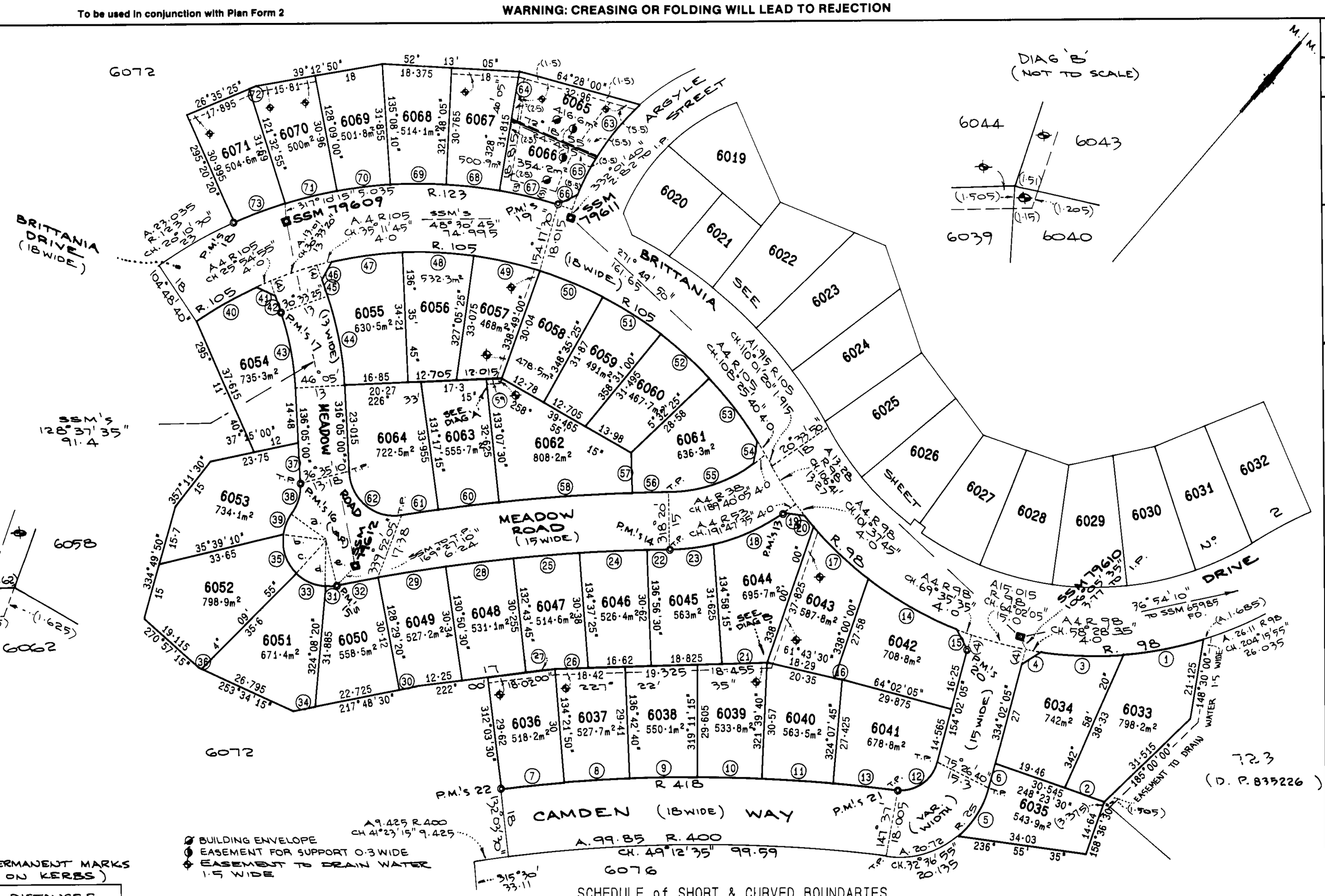
This is sheet 3 of my plan in 3 sheets dated 23/8/93

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by my Certificate No. of

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.




SCHEDULE OF PERMANENT MARKS (DRILL HOLES & WINGS ON KERBS)

| No | BEARING TO COR. | DISTANCES |
|---|---|---|
| 13 | 82° 46' 30" | 5.105 |
| 13 | 113° 16' 45" | 11.115 |
| 14 | 138° 20' | 3.285 & 10.455 |
| 15 | 169° 27' 10" | 6.24 (SSM 79612) |
| 15 | 127° 40' | 3.415 |
| 16 | 216° 35' 10" | 3.455 & 9.71 |
| 17 | 211° 10' 25" | 3.425 |
| 17 | 213° 44' 30" | 9.57 |
| 18 | 295° 20' 20" | 4.85 |
| 18 | 8° 27' 20" | 24.9 |
| 19 | 333° 30' 05" | 4.805 |
| 19 | 335° 02' 35" | 13.065 |
| 20 | 244° 02' 05" | 10.65 & 4.385 |
| 21 | 327° 37' | 11.935 & 5.635 |
| 22 | 223° 12' 40" | 12.29 |
| 22 | 258° 05' 10" | 13.51 |

SCHEDULE of SHORT & CURVED BOUNDARIES

| No· | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 1 | 38°10'10" | 21·42 | 21·465 | 98 |
| 2 | 248°23'30" | 11·085 | | |
| 3 | 50°52'35" | 21·955 | 22 | 98 |
| 4 | 16°15'15" | 5·925 | | |
| 5 | 351°27'10" | 14·965 | 15·2 | 25 |
| 6 | 334°02'05" | 6·84 | | |
| 7 | 223°12'40" | 16·82 | 16·82 | 418 |
| 8 | 225°32'30" | 17·195 | 17·195 | 418 |
| 9 | 227°57'30" | 18·05 | 18·05 | 418 |
| 10 | 230°22'00" | 17·13 | 17·13 | 418 |
| 11 | 232°50'10" | 18·86 | 18·86 | 418 |
| 12 | 195°13'30" | 13·17 | 14·38 | 10 |
| 13 | 235°16'30" | 16·675 | 16·68 | 418 |
| 14 | 78°39'20" | 26·915 | 27 | 98 |
| 15 | 111°49'00" | 5·925 | | |
| 16 | 241°43'30" | 2·06 | | |
| 17 | 92°23'40" | 19·965 | 20 | 98 |
| 18 | 24°56'45" | 20·21 | 20·335 | 53 |
| 19 | 56°43'00" | 5·665 | | |

| No· | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 20 | 99°21'05" | 3·795 | 3·795 | 98 |
| 21 | 227°22'35" | 11·955 | | |
| 22 | 47°57'25" | 6·335 | 6·335 | 478 |
| 23 | 42°08'05" | 11·445 | 11·465 | 53 |
| 24 | 46°30'15" | 17·85 | 17·85 | 478 |
| 25 | 44°22'55" | 17·555 | 17·555 | 478 |
| 26 | 227°22'35" | 8·8 | | |
| 27 | 222°00'00" | 7·77 | | |
| 28 | 42°15'05" | 18 | 18 | 478 |
| 29 | 40°05'15" | 18·1 | 18·1 | 478 |
| 30 | 217°48'30" | 4·62 | | |
| 31 | 44°57'00" | 3·04 | 3·05 | 12 |
| 32 | 38°20'15" | 11·1 | 11·1 | 478 |
| 33 | 72°38'35" | 8·37 | 8·55 | 12 |
| 34 | 217°48'30" | 5·8 | | |
| 35 | 120°01'50" | 10·885 | 11·3 | 12 |
| 36 | 253°34'15" | 1 | | |
| 37 | 136°05'00" | 10·71 | | |
| 38 | 155°52'10" | 8·125 | 8·29 | 12 |

| No· | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 39 | 161°19'55" | 5·94 | 6 | 12 |
| 40 | 19°49'05" | 18·325 | 18·35 | 105 |
| 41 | 73°14'15" | 5·425 | | |
| 42 | 120°33'25" | 4·96 | | |
| 43 | 128°19'15" | 19·86 | 19·92 | 73·5 |
| 44 | 308°19'15" | 23·37 | 23·44 | 86·5 |
| 45 | 300°33'25" | 4·96 | | |
| 46 | 347°52'30" | 5·425 | | |
| 47 | 41°26'10" | 18·845 | 18·87 | 105 |
| 48 | 51°43'20" | 18·805 | 18·83 | 105 |
| 49 | 61°46'15" | 17·98 | 18 | 105 |
| 50 | 71°36'10" | 18·015 | 18·035 | 105 |
| 51 | 81°29'00" | 18·155 | 18·18 | 105 |
| 52 | 91°10'10" | 17·3 | 17·32 | 105 |
| 53 | 101°36'55" | 20·935 | 20·97 | 105 |
| 54 | 149°02'20" | 6·07 | | |
| 55 | 210°30'30" | 23·265 | 23·645 | 38 |
| 56 | 227°45'05" | 10 | 10 | 493 |
| 57 | 137°10'00" | 10·555 | | |

| No· | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 58 | 225°07'10" | 35·28 | 35·29 | 493 |
| 59 | 46°33'15" | 4 | | |
| 60 | 222°07'55" | 16·185 | 16·185 | 493 |
| 61 | 220°36'50" | 9·89 | 9·89 | 493 |
| 62 | 268°03'40" | 17·84 | 20·115 | 12 |
| 63 | 178°48'00" | 17·945 | 18 | 65 |
| 64 | 328°40'05" | 13·0 | | |
| 65 | 165°54'30" | 11·235 | 11·25 | 65 |
| 66 | 203°13'40" | 5·75 | | |
| 67 | 242°38'55" | 15·81 | 15·82 | 123 |
| 68 | 235°38'50" | 14·225 | 14·235 | 123 |
| 69 | 228°54'25" | 14·695 | 14·705 | 123 |
| 70 | 222°11'00" | 14·155 | 14·165 | 123 |
| 71 | 215°35'20" | 14·135 | 14·145 | 123 |
| 72 | 26°35'25" | 2 | | |
| 73 | 208°55'05" | 14·49 | 14·5 | 123 |

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 9935/2

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

(Lengths are in metres)



PART 1

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P.835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation, 23 - 31 Moore Street, LIVERPOOL. N.S.W. 2170.

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement to Drain Water 1.5 wide

SCHEDULE OF LOTS ETC. AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6029 | 6028 |
| 6030 | 6028, 6029 |
| 6031 | 6028, 6029, 6030 |
| 6032 | 6028, 6029, 6030, 6031 |
| 6003 | 6002, 6028, 6029, 6030, 6031, 6032 |
| 6026 | 6027 |
| 6025 | 6026, 6027 |
| 6024 | 6025, 6026, 6027 |
| 6023 | 6022, 6024, 6025, 6026, 6027 |
| 6020 | 6021 |
| 6036 | 6072 |
| 6037 | 6036, 6072 |
| 6038 | 6036, 6037, 6072 |
| 6039 | 6036, 6037, 6038, 6072 |
| 6040 | 6036, 6037, 6038, 6039, 6072 |
| 6043 | 6036, 6037, 6038, 6039, 6040, 6072 |
| 6062 | 6063 |
| 6057 | 6062, 6063 |
| 6070 | 6069 |
| 6071 | 6069, 6070 |
| 6067 | 6068 |
| 6065 | 6066, 6067, 6068 |

2. IDENTITY OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement to Drain Water 1 wide

SCHEDULE OF LOTS ETC. AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6004 | 6002, 6003, 6028, 6029, 6030, 6031, 6032 |
| 6015 | 6022, 6023, 6024, 6025, 6026, 6027 |

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

(Lengths are in metres)



PART 1

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P.835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation, 23 - 31 Moore Street, LIVERPOOL. N.S.W. 2170.

3. IDENTITY OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Maintenance Access 1.0 Wide

SCHEDULE OF LOTS ETC. AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6006 | 6005 |
| 6007 | 6006 |
| 6017 | 6016 |
| 6018 | 6017 |
| 6019 | 6018 |

4. IDENTITY OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Restriction on the Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

| Lots Burdened | Lots, name of road or Authority benefited |
|---|---|
| Each Lot except Lot 6072, 6073, 6074, 6075, 6076, 6077 | Every other Lot except 6072, 6073, 6074, 6075, 6076 and 6077 |

5. IDENTITY OF POSITIVE COVENANT FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6003, 6004, 6005 6006, 6007, 6013 6014, 6015, 6016 6017, 6018, 6019 | Wyong Shire Council |

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

(Lengths are in metres)



PART 1

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P.835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation, 23 - 31 Moore Street, LIVERPOOL. N.S.W. 2170.

6. IDENTITY OF POSITIVE COVENANT SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6001, 6002 | Wyong Shire Council |

7. IDENTITY OF POSITIVE COVENANT SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6020, 6021, | Wyong Shire Council |

8. IDENTITY OF POSITIVE COVENANT EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6065, 6066 | Wyong Shire Council |

9. IDENTITY OF EASEMENT OR RESTRICTION NINTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6001 | 6002 |

10. IDENTITY OF EASEMENT OR RESTRICTION TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6002 | 6001 |

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

(Lengths are in metres)



PART 1

PLAN DP 835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P.835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation, 23 - 31 Moore Street, LIVERPOOL. N.S.W. 2170.

11. IDENTITY OF EASEMENT OR RESTRICTION ELEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6020 | 6021 |

12. IDENTITY OF EASEMENT OR RESTRICTION TWELFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6021 | 6020 |

13. IDENTITY OF EASEMENT OR RESTRICTION THIRTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6065 | 6066 |

14. IDENTITY OF EASEMENT OR RESTRICTION FOURTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| 6066 | 6065 |

15. IDENTITY OF EASEMENT OR RESTRICTION FIFTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement to Drain Water 1.5 Wide

SCHEDULE OF LOTS ETC.AFFECTED

| Lots burdened | Lots,name of road or Authority benefited |
|---|---|
| Lot 723 D.P.835226 , 6076 | 6035 |

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

(Lengths are in metres)



PART 2

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P. 835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation, 23 - 31 Moore Street, LIVERPOOL. N.S.W. 2170.

TERMS OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to enter upon the servient tenement and to remain there for any reasonable time with any tools, implements or machinery necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the servient tenement and to remain there for any reasonable time for the said purpose AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other structure of any kind or description on or over the said easement.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENTS OR RESTRICTIONS THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

The dominant tenement their heirs, successors and assigns.

TERMS OF EASEMENT OR RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

(a) No fence shall be erected on each Lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on Sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

(b) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The New South Wales Land and Housing Corporation.

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

(Lengths are in metres)



PART 2

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P. 835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation, 23 - 31 Moore Street, LIVERPOOL. N.S.W. 2170.

TERMS OF POSITIVE COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. A wall of the dwelling erected on the lot burdened by this restriction adjacent to the boundary demarcated A-B on the abovementioned plan may be constructed on or within 150mm of the said boundary provided that the maximum continuous length of external wall of the said dwelling along the said boundary does not exceed 9 metres without a step. Any window constructed in a wall parallel to the boundary demarcated A-B shall be set back a minimum of 900mm from that boundary.

2. The dwelling erected on the lot burdened by this restriction adjacent to the boundary demarcated C - D on the abovementioned plan shall be set back a minimum of one metre from the said boundary.

3. The dwelling erected on the lot burdened by this restriction shall be set back a minimum of 2.5 metres from the boundary demarcated B - D on the abovementioned plan.

4. Subject to the approval of the Local Authority any garage and/or carport either attached or detached to or from the dwelling on the lot burdened by this restriction respectively shall be set back a minimum of 5.5 metres from the street frontage boundary.

5. Subject to the approval of the Local Authority any room forming part of the dwelling erected on the lot burdened by this restriction shall be set back back a minimum of 5.5 metres from the street frontage boundary.

6. Subject to the approval of the Local Authority any verandah and/or porch forming part of the dwelling erected on the lot burdened by this restriction shall be set back a minimum of 3.5 metres from the street frontage boundary.

7. A courtyard shall be provided adjacent to the dwelling erected on the lot burdened by this restriction having a minimum area of 30 square metres and a minimum dimension of 4 metres in any direction. The said courtyard shall be located adjacent to the boundary demarcated C - D on the abovementioned plan.

8. A fence having a minimum height of 1.8 metres shall be provided on all side and rear boundaries behind the front building alignment and where the external wall of the dwelling does not coincide with the lot boundary.

9. Any dwelling erected on the Lots Burdened by this restriction shall be of single storey construction only.

10. No fence shall be erected on that part of the side boundary of the Lots Burdened by this restriction where the wall of a dwelling is less than 900mm distant from that boundary.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF POSITIVE COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Wyong Shire Council.

Req:R512376 /Doc:DP 0835228 B /Rev:20-Jan-1994 /NSW LRS /Pgs:ALL /Prt:04-May-2023 15:44 /Seq:7 of 7
© Office of the Registrar-General /Src:Hazlett /Ref:Admin-ADMIN-

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

(Lengths are in metres) Sheet 7 of 7 sheets

PART 2

PLAN DP835228 Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P.835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation, 23 - 31 Moore Street, LIVERPOOL. N.S.W. 2170.

TERMS OF POSITIVE COVENANT SIXTHLY, SEVENTHLY AND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

(1) No single detached dwelling shall be erected on each lot burdened and the lots burdened shall only be developed jointly as one main building with a common wall the centre of which shall coincide with the common boundary of the lots burdened and be contained within the Easements for Support created by and referred to in the abovementioned plan.

(2) No part of the aforementioned main building shall be erected outside the area shown as " building envelope" on the abovementioned plan.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF POSITIVE COVENANT SIXTHLY, SEVENTHLY AND EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Wyong Shire Council.

TERMS OF EASEMENT FOR SUPPORT 0.3 WIDE NINTHLY, TENTHLY, ELEVENTHLY AND TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

" Full free right and liberty for the proprietor of the lot benefited to have have the wall, building, structures and appurtenances erected or to be erected on the lot benefited supported and upheld by the wall, building, structures and appurtenances erected or to be erected on the land shown on the plan herein as ' Easement for Support 0.3 Wide ' being part of the lot burdened to the extent that the said wall, building, structure and appurtenances contained or to be contained in the lot benefited derive support therefrom PROVIDED HOWEVER that the Easement for Support hereby created will not be extinguished without the prior consent of the registered proprietor of the lot benefited."

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENT NINTHLY, TENTHLY, ELEVENTHLY AND TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Dominant Tenement their heirs successors or assigns.

**SIGNED** by me **DOMINIC SIDOTI** as delegate of the New South Wales Land and Housing Corporation who hereby declares that he has no notice of the revocation of the delegation.

The New South Wales Land and Housing Corporation by its delegate:

..MICHAEL..ROBERT..OWENS.....
In the presence of:
M. Owens

REGISTERED 19-1-1994

© Office of the Registrar-General /Src:Hazlett /Ref:Admin-ADMIN-Req:R511510 /Doc:DP 0794070 P /Rev:14-Jun-1992 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:38 /Seq:1 of 3

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 794070 (3)

AEV 21/6/94

SIGNATURE AND SEALS ONLY.

THE COMMON SEAL OF RECORD LEATHER MANUFACTURERS (AUST) PTY LTD WAS HEREUNTO AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION IN THE PRESENCE OF:

D. Zuker — DAVID ZUKER, DIRECTOR

K. Goldenberg — KAREN GOLDENBERG, SECRETARY

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) ~~the requirements of section 24B of the † Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, † Hunter District Water, Sewerage, and Drainage Act, 1938, as amended~~

have been complied with by the applicant in relation to the proposed ..SUBDIVISION..... (insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 4838.....

Date 4.—12—1989.....

(Signature) ..... Council Clerk

Council File No. .....

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable.

SURVEYOR'S REFERENCE: 8212

" DIAGRAM " (NOT TO SCALE)

D.P. 364197

201 D.P. 786571

M. M.

WATTAGAN ST. ROAD

WEST ST.

RD 20.115W

RAD 140 ARC 37.345 CH 175°07'50" 37.23 TOT.

72 5101m²

CASSIA (13 WIDE & VAR.) CLOSE

FARNOL (13 WIDE & VAR.) PLACE

EVERITT (15 WIDE & VARIABLE) PLACE

CHARMIAN (15 WIDE & VARIABLE) CRESCENT

PATHWAY (3.5W)

PATHWAY (3.5 WIDE)

SHEET

SEE

R.M.Y.

R/O

N/P

No 3

1 570.2m² · 2 510.9m² · 3 654.7m² · 4 515.3m² · 5 520m² · 6 551.3m² · 7 565.1m² · 8 589.6m² · 9 624.6m² · 10 569.2m² · 11 638m² · 12 784.8m² · 13 641.6m² · 14 655.5m² · 15 672.1m² · 16 761.1m² · 17 671.6m² · 18 696.3m² · 19 751.6m² · 20 527.8m² · 21 514.6m² · 22 510.1m² · 23 479.4m² · 24 461.8m² · 25 512m² · 26 545.1m² · 27 510.2m² · 28 540m² · 29 585m² · 30 650m² · 31 565.1m² · 32 603.1m² · 33 586m² · 34 577.2m² · 35 687.9m² · 36 601.5m² · 37 603m² · 38 620.3m² · 39 625.1m² · 40 557.2m² · 41 500.6m² · 42 575.8m² · 43 575m² · 44 569.8m² · 45 736.2m² · 46 536.8m² · 47 536.8m² · 48 554m² · 49 555.4m² · 50 655.1m² · 51 651.3m² · 52 523.3m² · 53 658.7m² · 54 534.2m² · 55 586.7m² · 56 619.4m² · 57 611.8m² · 58 604.9m² · 59 530.1m² · 60 507.6m² · 61 557.7m² · 62 559.8m² · 63 559.3m² · 64 610.4m² · 65 617m² · 66 732.7m² · 67 751.9m² · 68 684.6m² · 69 684m² · 70 684m² · 71 677.4m²

PEG & R.M.G.I.P. FD 31°40' 1.0 (D.P. 786571)

PEG & R.M.G.I.P. FD 330°00' 1.0 (D.P. 786571)

SEE DIAGRAM 'A'

180°00' G 245

314°25'45" S.G.

351°40' PEG FD S.G.55

132°40' PEG FD

267°40' S.G.55

68°00' 30.14 328°30' 41.505 270°00' 35.135 5°00' 31.515 185°00' 40 TOT. (79.115) 275°00' 5°00' 185°00' 40

EASEMENT TO DRAIN WATER (1 WIDE, 2 WIDE & VARIABLE WIDTH)

EASEMENT TO DRAIN WATER (5 WIDE)

RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES (20 WIDE & VARIABLE) - VIDE D.P. 786571

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

Registered: 22-1-1990

C.A: No 4838 OF 4-12-1989

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: L13612-2*

Last Plan: D.P. 786571

PLAN OF SUBDIVISION OF LOT 200 IN D.P. 786571

Lengths are in metres. Reduction Ratio 1: 1000

~~Mun./Shire~~ ~~City~~: WYONG

Locality: WYONG

Parish: MUNMORAH

County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets. (Delete if inapplicable).

I, PETER EDWARD STONE of EVERITT & EVERITT PTY LTD of P.O. BOX 198 WYONG 2259

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan AS REGARDS LOTS 1-71 INCL. is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on

# 8TH NOVEMBER 1988

Signature ..... Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth: XY

#Insert date of survey.

Plans used in preparation of survey/compilation.

D.P. 786571

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

IT IS INTENDED TO DEDICATE CHARMIAN CRESCENT (15W. & VAR.W.) EVERITT PLACE (15W & VAR.W.) FARNOL PLACE (13W, 15W & VARW) CASSIA CLOSE (13W & VAR.W.) PATHWAYS (3.5 WIDE) & ALL SPLAYED CORNERS TO THE PUBLIC AS PUBLIC ROADS.

IT IS INTENDED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-64, TO CREATE:

1) EASEMENT TO DRAIN WATER (1 WIDE, 2 WIDE, & VARIABLE WIDTH)

2) EASEMENT TO DRAIN WATER (5 WIDE)

3) RESTRICTIONS AS TO USER

AMENDMENTS MADE IN L.T.O. AT SURVEYOR'S REQUEST PLAN AMENDED IN L.T.O. 14 5 1990

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — OFFICE USE ONLY

# DP 794070

Registered 22-1-1990

This is sheet 2 of my plan of 3 sheets dated 8-11-89

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets covered by my Certificate No 4838 of 4-12-1989

Council Clerk

For use where space is insufficient in any panel on Plan Form 2

THE COMMON SEAL OF RECORD LEATHER MANUFACTURERS (AUST) PTY LTD WAS HEREUNTO AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION IN THE PRESENCE OF:

DAVID ZUKER DIRECTOR

KAREN GOLDENBERG SECRETARY

## SCHEDULE of CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS | LOT |
|---|---|---|---|---|---|
| 1 | 248°23'10" | 23.58 | 23.62 | 115 | 30 |
| 2 | 261°45'0" | 18.94 | 19.005 | 66 | 38 |
| 3 | 287°49'45" | 7.35 | 7.47 | 12 | 40 |
| 4 | 247°41'15" | 10.39 | 10.745 | 12 | 41 |
| 5 | 212°28'55" | 3.98 | 4 | 12 | 42 |
| 6 | 176°40'20" | 10.62 | 11 | 12 | 43 |
| 7 | 138°28'30" | 4.965 | 5 | 12 | 44 |
| 8 | 118°6'20" | 3.52 | 3.53 | 12 | 45 |
| 9 | 91°46'10" | 7.38 | 7.5 | 12 | 46 |
| 10 | 55°36'40" | 0.53 | 0.53 | 12 | 47 |
| 11 | 72°10'15" | 7.35 | 7.47 | 12 | 47 |

## SCHEDULE OF REF. MARKS (G.I. PIPES OR D.H'S & WINGS)

| No | BEARING TO COR | DISTANCE |
|---|---|---|
| 1 | G.I.P. 62°30' | 1.0 |
| 2 | D.H.&W 332°30' | 3.3 |
| 3 | D.H.&W 332°30' | 3.35 |
| 4 | D.H.&W 58°45' | 3.7 |
| 5 | " 19°45' | 6.9 |
| 6 | " 19°45' | 7.12 |
| 7 | " 340°00' | 3.5 |
| 8 | G.I.P. 249°33' | 1.0 |
| 9 | G.I.P. 73°30' | 1.0 |
| 10 | G.I.P. 248°37'40" | 1.0 |
| 11 | G.I.P. 252°30' | 1.0 |
| 12 | G.I.P. 355°00' | 1.0 |
| 13 | G.I.P. 62°30' | 1.0 |
| 14 | G.I.P. 242°30' | 1.0 |

## SCHEDULE OF PERMANENT MARKS (DRILL HOLES & WINGS)

| No | BEARING TO COR | DISTANCES |
|---|---|---|
| 1 | 160°18'15" | 3.25, 11.75 |
| 2 | 152°30' | 3.3, 11.6 |
| 3 | 152°30' | 3.5, 11.7 |
| 4 | 189°57'20" | 3.5, 11.7 |
| 5 | 189°57'20" | 3.5, 11.7 |
| 6 | 152°30' | 3.5, 11.7 |
| 7 | 158°00' | 3.5, 11.7 |
| 8 | 243°30' | 3.5, 11.85 |
| 9 | 239°45' | 3.23, 11.33 |
| 10 | 236°00' | 3.5, 11.75 |
| 11 | 163°30' | 3.4, 11.65 |
| 12 | 163°30' | 3.5, 11.65 |
| 13 | 180°00' | 3.6, 11.7 |
| 14 | 180°00' | 3.5, 11.7 |
| 15 | 292°56' | 3.5, 12 (BOLT) |

## SCHEDULE of CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS | LOT |
|---|---|---|---|---|---|
| 12 | 89°21'15" | 1.825 | 1.825 | 81 | 48 |
| 13 | 83°24'10" | 14.98 | 15 | 81 | 49 |
| 14 | 75°47'55" | 6.5 | 6.5 | 81 | 50 |
| 15 | 109°45'0" | 24.835 | 26.575 | 21 | 51 |
| 16 | 252°03'0" | 16.92 | 17 | 51 | 55 |
| 17 | 270°46'40" | 16.27 | 16.34 | 51 | 56 |
| 18 | 273°26'40" | 14.97 | 15 | 66 | 58 |
| 19 | 256°00'45" | 13.475 | 13.5 | 66 | 59 |
| 20 | 247°19'35" | 11.105 | 11.12 | 66 | 60 |
| 21 | 65°52'15" | 5.995 | 6 | 51 | 62 |
| 22 | 82°37'55" | 23.625 | 23.84 | 51 | 63 |
| 23 | 97°59'25" | 3.5 | 3.5 | 51 | 64 |

(X) RESUBS & CONDITIONS IN CROWN GRANT / COVENANT U923489

EASEMENT TO DRAIN WATER 1 WIDE, 2 WIDE & VARIABLE WIDTH.

Reduction Ratio 1: 500

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 8212

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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2

Req:R511510 /Doc:DP 0794070 P /Rev:14-Jun-1992 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:38 /Seq:2 of 3
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Req:R511510 /Doc:DP 0794070 P /Rev:14-Jun-1992 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:38 /Seq:3 of 3
© Office of the Registrar-General /Src:Hazlett /Ref:Admin-ADMIN-

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — OFFICE USE ONLY

DP 794070

Registered — 22-1-92

This is sheet 3 of my plan in 3 sheets
dated 3-11-89
Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 3 sheets covered by my Certificate No 4838
dated 4-12-1989

For use where space is insufficient in any panel on Plan Form 2

Council Clerk

THE COMMON SEAL OF
REZCORD FEATHER
MANUFACTURERS (AUST)
LTD WAS HEREUNTO
AFFIXED IN ACCORDANCE
WITH ITS ARTICLES
OF ASSOCIATION IN
THE PRESENCE OF:

DAVID ZWEER KAREN CLODENSKE
DIRECTOR SECRETARY

Reduction Ratio 1 : 500

SURVEYOR'S REFERENCE B212

Plan Drawing only to appear in this space

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 | 20 | 30 | 40 | 50 | 60 | 70 Table of mm | 110 | 120 | 130 | 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 3rd July, 1991

SCHEDULE OF PERMANENT MARKS (DRILL HOLES & WIRES)

| No | BEARING TO CSR | DISTANCES | No | BEARING TO CSR | DISTANCES |
|---|---|---|---|---|---|
| 16 | 132° 40' | 3.2, 11.5 | 21 | 157° 30' | 3.4, 9.6 |
| 17 | 132° 40' | 3.4, 11.6 | 22 | 265° 30' | 3.6, 9.6 |
| 18 | 179° 30' | 3.4, 11.6 | 23 | 265° 30' | 3.6, 9.6 |
| 19 | 179° 30' | 3.5, 11.6 | 24 | 197° 00' | 3.6, 9.6 |
| 20 | 157° 30' | 3.5, 9.7 | 25 | 197° 00' | 3.5, 9.3 |

SCHEDULE

| No | BEARING TO CSR | DISTANCE |
|---|---|---|
| 15 | G.I.P. 17° 30' | 1.0 |
| 16 | G.I.P. 90° 00' | 1.0 |
| 17 | G.I.P. 90° 00' | 1.0 |
| 18 | G.I.P. 132° 40' | 1.5 |
| 19 | G.I.P. 150° 52' 30" | 1.0 |
| 20 | DH&W 312° 40' | 3.4 |
| 21 | DH&W 359° 30' | 3.3 |
| 22 | DH&W 17° 00' | 3.4 |
| 23 | DH&W 251° 14' 40" | 3.7 |
| 24 | DH&W 334° 15' | 2.9 |
| 25 | DH&W 357° 23' 45" | 3.3 |

REFERENCE MARKS (G.I.PIPES OR D.H.&WIRES)

| No | BEARING TO CSR | DISTANCE |
|---|---|---|
| 19 | G.I.P. 150° 52' 30" | 1.0 |
| 20 | DH&W 312° 40' | 3.4 |
| 21 | DH&W 359° 30' | 3.3 |
| 22 | DH&W 17° 00' | 3.4 |
| 23 | DH&W 251° 14' 40" | 3.7 |
| 24 | DH&W 334° 15' | 2.9 |
| 25 | DH&W 357° 23' 45" | 3.3 |

EASEMENT TO DRAIN WATER 1 WIDE, 2 WIDE & VARIABLE WIDTH.

| No. | BEARING | CHORD | ARC | RADIUS | LOT |
|---|---|---|---|---|---|
| 1 | 242° 38' 15" | 21.86 | 22.33 | 32 | 1 |
| 2 | 266° 3' 15" | 3.845 | 3.85 | 32 | 2 |
| 3 | 348° 36' 20" | 7.68 | 7.7 | 32 | 3 |
| 4 | 327° 43' 25" | 15.505 | 15.665 | 32 | 4 |
| 5 | 300° 20' 5" | 14.76 | 14.895 | 32 | 5 |
| 6 | 306° 47' 10" | 8.125 | 8.29 | 12 | 7 |
| 7 | 317° 42' 35" | 3.695 | 3.71 | 12 | 7 |
| 8 | 282° 33' 15" | 10.645 | 11.03 | 12 | 8 |
| 9 | 237° 9' 45" | 7.825 | 7.97 | 12 | 9 |
| 10 | 174° 59' 0" | 10.62 | 11 | 12 | 10 |
| 11 | 126° 54' 25" | 8.92 | 9.14 | 12 | 11 |
| 12 | 96° 32' 30" | 3.98 | 4 | 12 | 12 |
| 13 | 76° 42' 40" | 3.87 | 3.89 | 12 | 13 |
| 14 | 87° 12' 50" | 8.125 | 8.29 | 12 | 13 |
| 15 | 141° 15' 0" | 21.385 | 22.715 | 19 | 14 |
| 16 | 255° 14' 35" | 15.485 | 15.5 | 103.27 | 14 |
| 17 | 249° 13' 15" | 6.205 | 6.205 | 103.27 | 15 |
| 18 | 255° 21' 0" | 3.28 | 3.29 | 12 | 15 |
| 19 | 275° 0' 5" | 4.965 | 5 | 12 | 16 |
| 20 | 260° 40' 40" | 10.62 | 11 | 12 | 16 |
| 21 | 192° 27' 45" | 10.17 | 10.5 | 12 | 17 |
| 22 | 151° 26' 15" | 6.6 | 6.685 | 12 | 18 |
| 23 | 127° 5' 40" | 3.5 | 3.515 | 12 | 19 |
| 24 | 74° 28' 55" | 11.065 | 11.5 | 12 | 20 |
| 25 | 37° 28' 40" | 3.98 | 4 | 12 | 21 |
| 26 | 47° 42' 50" | 8.125 | 8.29 | 12 | 21 |
| 27 | 68° 56' 0" | 5.145 | 5.145 | 103 | 22 |
| 28 | 77° 39' 10" | 19.165 | 19.195 | 103 | 23 |
| 29 | 86° 14' 45" | 11.065 | 11.7 | 103 | 24 |
| 30 | 87° 6' 45" | 3.915 | 3.92 | 47 | 26 |
| 31 | 75° 53' 10" | 14.445 | 14.5 | 47 | 27 |
| 32 | 58° 49' 10" | 13.455 | 13.5 | 47 | 28 |
| 33 | 46° 37' 45" | 6.495 | 6.5 | 47 | 29 |

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

Part 1

Lengths are in metres
Plan

DP794070

Sheet 1 of 3 Sheets
Subdivision of Certificate of Title Identifier 200/786571 and covered by Council Clerk's Certificate No. 4838

Full name and address of proprietor of the land

Record Leather Manufacturers (Aust.) Pty. Limited
101 Canterbury Road
TOORAK VIC 3142

1. Identity of easement or restriction first referred to in abovementioned plan

Easement to Drain Water
1 wide, 2 wide and variable width

SCHEDULE OF LOTS ETC. AFFECTED

| Lots burdened | Lots, name or road, or Authority benefited |
|---|---|
| 1 | 2, 3, 4 |
| 2 | 3, 4 |
| 6 | 5 |
| 7 | 5, 6 |
| 8 | 5, 6, 7 |
| 9 | 5, 6, 7, 8 |
| 13 | 15, 16 |
| 15 | 16 |
| 31 | 30 |
| 32 | 30, 31 |
| 33 | 30, 31, 32 |
| 34 | 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, lot 201 in DP 786571 |
| 35 | 36, 37, 38, 39, 40, 41, 42, lot 201 in DP 786571 |
| 36 | 37, 38, 39, 40, 42, 42, lot 201 in DP 786571 |
| 37 | 38, 39, 40, 41, 42, lot 201 in DP 786571 |
| 38 | 39, 40, 41, 42, lot 201 in DP 786571 |
| 39 | 40, 41, 42, lot 201 in DP 786571 |
| 40 | 41, 42, lot 201 in DP 786571 |
| 41 | 42, lot 201 in DP 786571 |
| 42 | lot 201 in DP 786571 |
| 53 | 46, 54, 55, 56, 57, 58 |
| 54 | 46, 55, 56, 57, 58 |
| 55 | 46, 56, 57, 58 |
| 56 | 46, 57, 58 |
| 57 | 46, 58 |
| 58 | 46 |

DIRECTOR

SECRETARY

REGISTERED 22-1-1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUASNT TO SECTION 88B of the CONVEYANCING ACT, 1919

Lengths are in metres
Plan

DP794070

Sheet 2 of 3 Sheets
Subdivision of Certificate of Title Identifier 200/786571 and covered by Council Clerk's Certificate No. 4838

SCHEDULE OF LOTS ETC. AFFECTED

| | | |
|---|---|---|
| 2. | Identity of easement or restriction secondly referred to in the abovementioned plan | Easement to drain water 5 wide |
| | 72 | 5, 6, 7, 8, 9, 16, 17, lot 201 in DP 786571 |
| 3. | Identity of easement or restriction fourthly referred to in the abovementioned plan | Restriction as to user |

SCHEDULE OF LOTS ETC. AFFECTED

| Lots burdened | Lots, name or road, or Authority benefited |
|---|---|
| Each lot except lot 72 | Every other lot except lot 72. |

PART 2

1 & 2 TERMS OF EASEMENTS TO DRAIN WATER FIRSTLY AND SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

Easement to drain water as set out in Part III of Schedule VIII of the Conveyancing Act, 1919 (as amended) PROVIDED THAT the owner for the time being of any burden lot shall bear the cost of repairing any accidental damage to any drains and pipes within his lot.

3. TERMS OF RESTRICTION AS TO USER THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

(a) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line is fixed by the responsible Shire Municpal or City Council (provided that such distance shall not exceed 9 metres) ("Restricted Area"). Where the said lot is a corner lot this restriction shall apply to one street frontage.

(b) While either:

(i) Record Leather Manufacturers (Aust.) Pty Limited; or

(ii) Northern Managers and Construction Pty. Limited;

0367u/SJB/2

DIRECTOR

SECRETARY

REGISTERED 22-1-1990

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 24th JANUARY, 1990

10 20 30 40 50 60 70 Table of mm 110 120 130 140

Req:R511543 /Doc:DP 0794070 B /Rev:11-Aug-1992 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:43 /Seq:1 of 2
© Office of the Registrar-General /Src:Hazlett /Ref:Admin-ADMIN-

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUASNT TO SECTION 888 of the CONVEYANCING ACT, 1919

Lengths are in metres
Plan DP794070

Sheet 3 of 3 Sheets
Subdivision of Certificate of Title Identifier 200/786571 and covered by Council Clerk's Certificate No. 4538

(herein jointly called the "Companies") is the registered proprietor of any land in the plan or any land immediately adjoining the plan in the land, no fence shall be erected on each lot burdened to divide it from any adjoining land owned by the companies without the consent of the company whose land so adjoins the said land. Neither company shall withhold consent if such fence is erected without expense to either company. This Restriction shall remain in force only during such time as Record Leather Manufacturers (Aust.) Pty Limited or Northern Managers & Construction Pty. Limited is the registered proprietor of land in the plan or any land immediately adjoining the land in the plan.

(c) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expenses of the person or persons requesting the same.

(d) In these restrictions as to user:

Record Leather Manufacturers (Aust.) Pty. Limited shall mean Record Leather Manufacturers (Aust.) Pty. Limited its successors nominees or assigns other than Purchasers on sale.

Northern Managers and Construction Pty. Limited shall mean Northern Managers and Construction Pty. Limited, its successors, nominees or assigns other than Purchasers on sale.

"The plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

(e) Record Leather Manufacturers (Aust.) Pty Limited shall have the right to release, vary or modify these Restrictions whilst it is the registered proprietor of any land in the plan. Once Record Leather Manufacturers (Aust.) Pty Limited is not the registered proprietor of any land in the plan, Northern Managers and Construction Pty. Limited whilst it is the registered proprietor of land in the plan is the person having the right to release, vary or modify these restrictions for such period as it is registered proprietor of any land in the plan or for the period of five (5) years from the date of registration of the plan whichever is the later.

THE COMMON SEAL of RECORD LEATHER MANUFACTURERS (AUST) PTY LIMITED was hereunto affixed in accordance with its Articles of Association in the presence of:)

.....
DIRECTOR

.....
SECRETARY

RECORD LEATHER MANUFACTURERS (AUST) PTY. LTD. THE COMMON SEAL OF

Signed and Sealed by the said Bank AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED INCORPORATING ANZ BANK AND ESSA BANK at Sydney by its Attorney 0367u/SJB/3 by its Attorney

MARTIN LESLIE COOPER

who is personally known to me,

Nejieh KANAAN
20 MARTIN PLACE
SYDNEY
BANK OFFICER

and I, the said Attorney state that I have not received any notice of the revocation of the Power of Attorney registered in the Office of the Registrar General Sydney as No. 263 Book 3403 under which this document is executed.

ACTING/MANAGER BRANCH SECURITIES DEPARTMENT FOR THE TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

REGISTERED 22-1-1990

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 24th JANUARY, 1990

2

Req:R511543 /Doc:DP 0794070 B /Rev:11-Aug-1992 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:43 /Seq:2 of 2
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PLAN FORM 2 (APPROVED FORM 3)

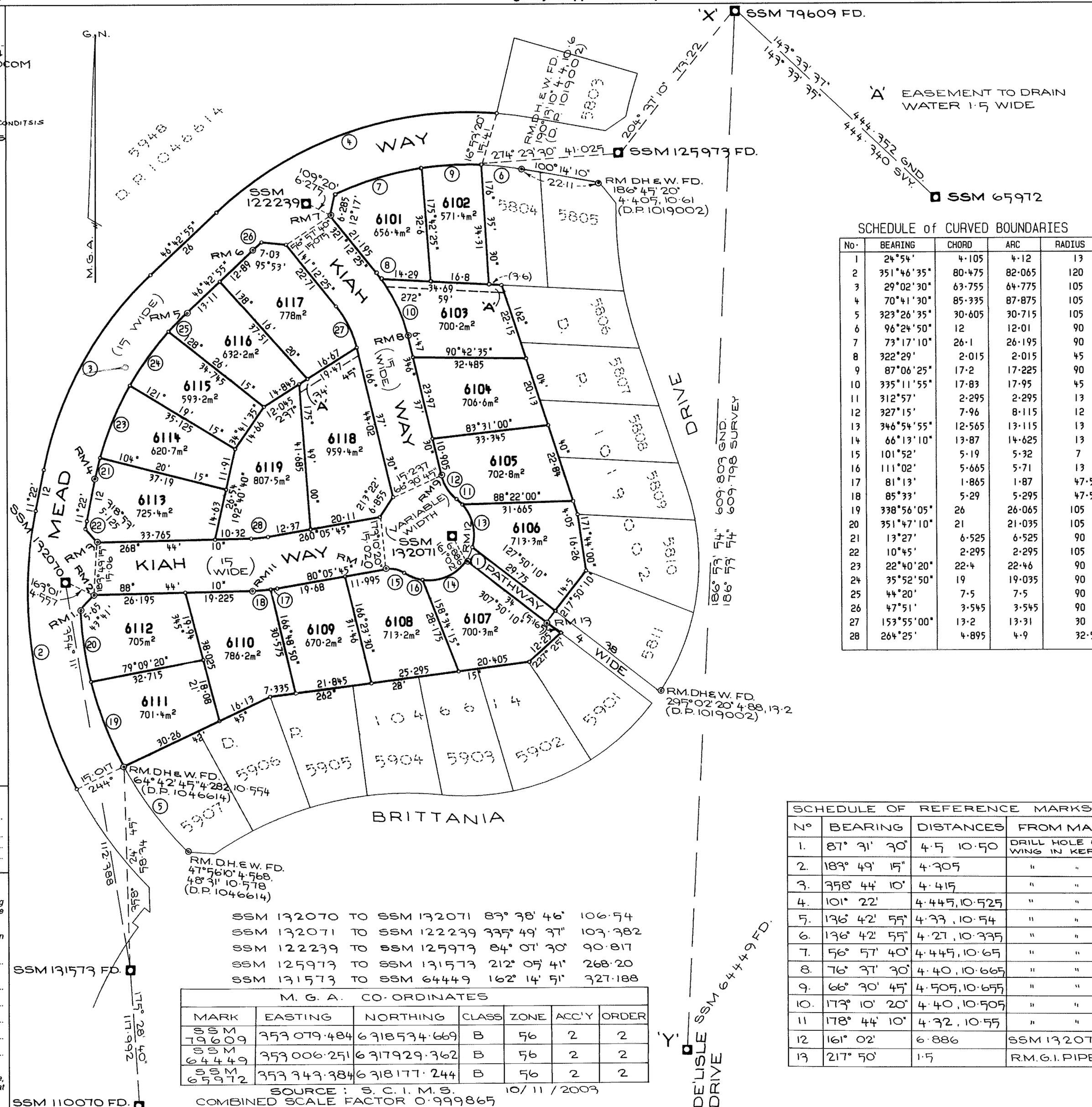
**Plan Drawing only to appear in this space**

SIGNATURE, AND SEALS ONLY.

SIGNED BY ME ELIZABETH BAIRD AS DELEGATE OF ~~THE NEW SOUTH WALES LAND AND HOUSING~~ LANDCOM ~~CORPORATION~~, I HEREBY CERTIFY THAT I HAVE NOTICE OF THE REVOCATION OF SUCH DELEGATION.

N. CONDITSIS
WITNESS

DATE: 30 JANUARY 2004




SCHEDULE of CURVED BOUNDARIES

| No· | BEARING | CHORD | ARC | RADIUS |
|---|---|---|---|---|
| 1 | 24°54' | 4·105 | 4·12 | 13 |
| 2 | 351°46'35" | 80·475 | 82·065 | 120 |
| 3 | 29°02'30" | 63·755 | 64·775 | 105 |
| 4 | 70°41'30" | 85·335 | 87·875 | 105 |
| 5 | 323°26'35" | 30·605 | 30·715 | 105 |
| 6 | 96°24'50" | 12 | 12·01 | 90 |
| 7 | 73°17'10" | 26·1 | 26·195 | 90 |
| 8 | 322°29' | 2·015 | 2·015 | 45 |
| 9 | 87°06'25" | 17·2 | 17·225 | 90 |
| 10 | 335°11'55" | 17·83 | 17·95 | 45 |
| 11 | 312°57' | 2·295 | 2·295 | 13 |
| 12 | 327°15' | 7·96 | 8·115 | 12 |
| 13 | 346°54'55" | 12·565 | 13·115 | 13 |
| 14 | 66°13'10" | 13·87 | 14·625 | 13 |
| 15 | 101°52' | 5·19 | 5·32 | 7 |
| 16 | 111°02' | 5·665 | 5·71 | 13 |
| 17 | 81°13' | 1·865 | 1·87 | 47·5 |
| 18 | 85°33' | 5·29 | 5·295 | 47·5 |
| 19 | 338°56'05" | 26 | 26·065 | 105 |
| 20 | 351°47'10" | 21 | 21·035 | 105 |
| 21 | 13°27' | 6·525 | 6·525 | 90 |
| 22 | 10°45' | 2·295 | 2·295 | 105 |
| 23 | 22°40'20" | 22·4 | 22·46 | 90 |
| 24 | 35°52'50" | 19 | 19·035 | 90 |
| 25 | 44°20' | 7·5 | 7·5 | 90 |
| 26 | 47°51' | 3·545 | 3·545 | 90 |
| 27 | 153°55'00" | 13·2 | 13·31 | 30 |
| 28 | 264°25' | 4·895 | 4·9 | 32·5 |

SSM 132070 TO SSM 132071 89° 38' 46" 106·54
SSM 132071 TO SSM 122239 335° 49' 37" 103·382
SSM 122239 TO SSM 125973 84° 07' 30" 90·817
SSM 125973 TO SSM 131573 212° 05' 41" 268·20
SSM 131573 TO SSM 64449 162° 14' 51" 327·188

M. G. A. CO-ORDINATES

| MARK | EASTING | NORTHING | CLASS | ZONE | ACC'Y | ORDER |
|---|---|---|---|---|---|---|
| SSM 79609 | 359 079·484 | 6 318 534·669 | B | 56 | 2 | 2 |
| SSM 64449 | 359 006·251 | 6 317 929·362 | B | 56 | 2 | 2 |
| SSM 65972 | 359 349·384 | 6 318 177·244 | B | 56 | 2 | 2 |

SOURCE : S. C. I. M. S. 10/11/2003
COMBINED SCALE FACTOR 0·999865

SCHEDULE OF REFERENCE MARKS

| N° | BEARING | DISTANCES | FROM MARK |
|---|---|---|---|
| 1. | 87° 31' 30" | 4·5 10·50 | DRILL HOLE & WING IN KERB |
| 2. | 189° 49' 15" | 4·305 | " " |
| 3. | 358° 44' 10" | 4·415 | " " |
| 4. | 101° 22' | 4·445, 10·525 | " " |
| 5. | 136° 42' 55" | 4·33, 10·54 | " " |
| 6. | 136° 42' 55" | 4·27, 10·335 | " " |
| 7. | 56° 57' 40" | 4·445, 10·65 | " " |
| 8. | 76° 37' 30" | 4·40, 10·665 | " " |
| 9. | 66° 30' 45" | 4·505, 10·655 | " " |
| 10. | 179° 10' 20" | 4·40, 10·505 | " " |
| 11 | 178° 44' 10" | 4·32, 10·55 | " " |
| 12 | 161° 02' | 6·886 | SSM 132071 |
| 13 | 217° 50' | 1·5 | R.M.G.I. PIPE |

IT IS INTENDED TO DEDICATE THE PATHWAY, KIAH WAY AND THE EXTENSION OF MEAD WAY TO THE PUBLIC AS PUBLIC ROAD.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

## Crown Lands Office Approval

PLAN APPROVED .....
Authorised Officer
Land District .....
Paper No .....
Field Book ..... pages .....

## Subdivision Certificate

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

SUBDIVISION ..... *set out herein*
*(Insert 'subdivision' or 'new road')*

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

*Consent Authority:* WYONG SHIRE COUNCIL
*Date of Endorsement:* 29.1.2004
*Accreditation No:* .....
*Subdivision Certificate No:* 7739
*File No:* .....

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

*†Delete whichever is inapplicable*

*SURVEYOR'S REFERENCE:* 54177-61

# DP1061964

*OFFICE USE ONLY

Registered: 12-2-2004

Title System: TORRENS
Purpose: SUBDIVISION
Ref Map: U 3612 - 2
Last Plan: DP 1046614

PLAN OF SUBDIVISION OF LOT 5945 IN D. P. 1046614

Lengths are in metres Reduction Ratio 1: 800

**L.G.A.:** WYONG
**Locality:** WYONG
**Parish:** MUNMORAH
**County:** NORTHUMBERLAND

This is sheet 1 of my plan in ..... sheets.
(Delete if inapplicable)

Surveyors (Practice) Regulation 2001

I, PETER WILLIAM BARCLAY
of BANNISTER & HUNTER PTY. LTD.
*a surveyor registered under the Surveyors Act 1929, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 2001 and was completed on* 6TH NOVEMBER 2003.
*The survey relates to:* .....
*(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)*

*Signature* ..... *Dated:* 10.11.03
*Surveyor registered under the surveyors act 1929*

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

Plans used in preparation of Survey/~~Compilation~~
D. P. 1046614
D. P. 1019002

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive convenents
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:
1.) EASEMENT TO DRAIN WATER 1·5 WIDE ('A').
2.) RESTRICTION ON THE USE OF LAND.

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Req:R511280 /Doc:DP 1061964 P /Rev:03-Feb-2004 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:21 /Seq:1 of 1
© Office of the Registrar-General /Src:Hazlett /Ref:Admin-ADMIN-

Req:R511281 /Doc:DP 1061964 B /Rev:03-Feb-2004 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:21 /Seq:1 of 2
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# INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres



**Plan:**

Subdivision of Lot 5945 DP 1046614
covered by Subdivision Certificate No. 7739
29.1.2004

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

Landcom
Riverbank Corporate Centre
Level 2
330 Church Street
PARRAMATTA NSW 2150

DP1061964

**Part 1 (Creation)**

| Number of Item shown in the intention panel on the plan | Identity of easement to be created and referred to in the plan | Lot Burdened | Lots Benefited |
|---|---|---|---|
| 1 | Easement to Drain Water 1.5 wide 'A' | Lot 6103<br><br>Lot 6118 | Lots 5806, 5807 and 5808 in DP 1019002<br>Lot 6119 |

| Number of Item shown in the intention panel on the plan | Identity of restriction to be created and referred to in the plan | Lots Burdened | Lots Benefited |
|---|---|---|---|
| 2 | Restriction on the Use of Land | Each and Every Lot of Lots 6101 to 6119 | Each and Every Other Lot of Lots 6101 to 6119 |

Req:R511281 /Doc:DP 1061964 B /Rev:03-Feb-2004 /NSW LRS /Pgs:ALL /Prt:04-May-2023 14:21 /Seq:2 of 2
© Office of the Registrar-General /Src:Hazlett /Ref:Admin-ADMIN-

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

Lengths are in metres



Subdivision of Lot 5945 DP 1046614
covered by Subdivision Certificate No. 7739
29.1.2004

DP1061964

**Part 2 (Terms)**

**Terms of Restriction on the Use of Land secondly referred to in the plan:**

(a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser, his executors and administrators and assigns on and during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.

(b) No advertisement, hoarding sign or matter shall be displayed or erected on each lot burdened, other than a sign advertising that the said lot is for sale, without the prior written consent of Landcom or its successors.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS LANDCOM.

SIGNED BY ELIZABETH BAIRD )
AS A DELEGATE OF LANDCOM )
WHO HAS NO NOTICE OF REVOCATION )

E Baird

N. CONDITSIS
WITNESS
DEVELOPMENT MANAGER
URBAN RENEWAL - CENTRAL COAST
LANDCOM

REGISTERED 2-2-2004

Req:R511253 /Doc:DP 0080032 P /Rev:25-Feb-2019 /NSW LRS /Prt:04-May-2023 14:19 /Seq:1 of 2
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Municipality of Canterbury

F P 80032

P.A. 30032

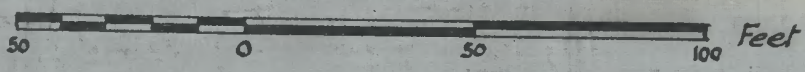
# PLAN

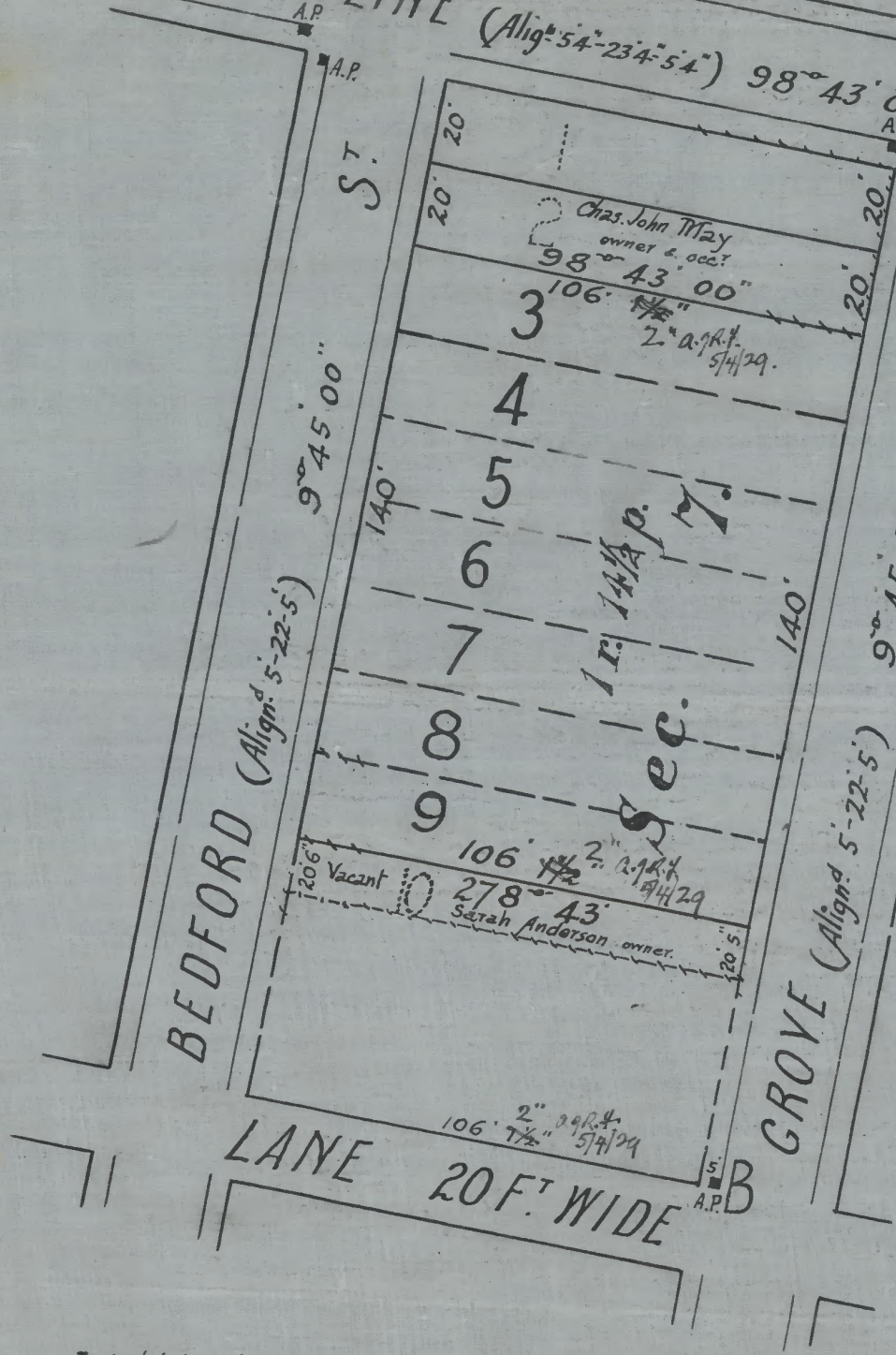
of Lots 3 to 9 inc. of Sec. 7 of Redmans Subdivision

of the Richmond Grove Estate

PARISH of S.t George COUNTY of Cumberland

Scale 40 feet to 1 inch




I, Archibald John Russell Frew of Sydney, Licensed Surveyor, specially licensed under the Real Property Act, 1900, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shewn on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shewn, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made by me and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared before me at Sydney

this 27th day of June 1928

A. J. R. Frew.
Licensed Surveyor.

J. P. Sutton J.P.

Datum line of Azimuth A-B

Date of Survey May 1928.

EBB. 6-3-29 ROC 1/3/29

Req:R511253 /Doc:DP 0080032 P /Rev:25-Feb-2019 /NSW LRS /Prt:04-May-2023 14:19 /Seq:2 of 2
© Office of the Registrar-General /Src:Hazlett /Ref:Admin-ADMIN-

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS

DP 80032

| FEET | INCHES | METRES |
|---|---|---|
| 5 | - | 1.524 |
| 5 | 4 | 1.626 |
| 20 | - | 6.096 |
| 20 | 5 | 6.223 |
| 20 | 6 | 6.248 |
| 22 | - | 6.706 |
| 23 | 4 | 7.112 |
| 100 | - | 30.480 |
| 106 | - | 32.309 |
| 106 | 2 | 32.360 |
| 140 | - | 42.672 |
| 200 | - | 60.960 |

| AC | RD | P | SQ M |
|---|---|---|---|
| - | 1 | 14 1/2 | 1378 |

Imperial Conveyancing
PO Box 437
KELLYVILLE NSW 2155

# SECTION 10.7(2) PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

| | |
|---|---|
| **Fee Paid:** | $62.00 |
| **Receipt No:** | 18661097 |
| **Receipt Date:** | 28 April 2023 |
| **Property Address:** | 2/10 Mead Way, WATANOBBI NSW 2259 |
| **Property Description:** | Lot 2 SP 84246 |
| **Property Owner:** | Tlex Investments Pty Ltd |
| **Certificate No:** | 61549 |
| **Reference No:** | SUKHBIR SINGH:241158 |
| **Date of Issue:** | 01-May-2023 |

The information contained within this certificate relates to the land.

# ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

| 1 | NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS |
|---|---|

## (1) Environmental Planning Instruments and Development Control Plans which apply to the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environment Planning Policy (Exempt and Complying Development Codes) 2008
State Environment Planning Policy (Building Sustainability Index: BASIX) 2004
State Environment Planning Policy No. 65 – Design Quality of Residential Apartment Development
State Environment Planning Policy (Primary Production) 2021
State Environment Planning Policy (Transport and Infrastructure) 2021
State Environment Planning Policy (Biodiversity and Conservation) 2021
State Environment Planning Policy (Resilience and Hazards) 2021
State Environment Planning Policy (Industry and Employment) 2021
State Environment Planning Policy (Resources and Energy) 2021
State Environment Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021

## (2) Proposed Environmental Planning Instruments and Draft Development Control Plans which will apply to the land and is or has been the subject of community consultation or public exhibition

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environment Planning Policy (Building Sustainability Index: BASIX) 2004
Standard Instrument (Local Environmental Plans) Order 2006
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environment Planning Policy (Planning Systems) 2021

| 2 | ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS |
|---|---|

**(a) Identity of the Zone**

Lot 2 SP 84246

R1 General Residential

**(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:**

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

**(c) Whether additional permitted uses apply to the land**

Additional Permitted Uses **do not** apply to this land.

**(d) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house**

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

**(e) Land includes or comprises critical habitat**

No

**(f) Land is in a conservation area**

No

**(g) Item of environmental heritage is situated on the land**

None

| 3 | CONTRIBUTION PLANS |
|---|---|

This land is subject to the Central Coast Regional Section 7.12 Development Contributions Plan 2019

The land is subject to Wyong District Development Contributions Plan.

This land is subject to Shire wide Infrastructure, Services and Facilities Development Contributions Plan.

| 4 | COMPLYING DEVELOPMENT |
|---|---|

**Whether or not the land is land on which complying development can be carried out under each of the codes for complying development because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

**HOUSING CODE**

Complying development under the Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**RURAL HOUSING CODE**

Complying development under the Rural Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**LOW RISE HOUSING DIVERSITY CODE**

Complying development under the Low Rise Housing Diversity Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**GREENFIELD HOUSING CODE**

Greenfield Housing Code **is not** applicable to this land.

**HOUSING ALTERATIONS CODE**

Complying development under the Housing Alterations Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**GENERAL DEVELOPMENT CODE**

Complying development under the General Development Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State*

*Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development under the Industrial and Business Alterations Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**INDUSTRIAL AND BUSINESS BUILDINGS CODE**

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Complying development under the Industrial and Business Buildings Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**CONTAINER RECYCLING FACILITIES CODE**

Complying development under the Container Recycling Facilities Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**SUBDIVISIONS CODE**

Complying development under the Subdivisions Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**DEMOLITION CODE**

Complying development under the Demolition Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**FIRE SAFETY CODE**

Complying development under the Fire Safety Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy

(Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development under the Agricultural and Farm Stay Accommodation Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

| 5 | EXEMPT DEVELOPMENT |
|---|---|

**Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.**

**GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

| 6 | **AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (*BUILDING PRODUCT SAFETY ACT 2017*)** |
|---|---|

1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

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

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

| 7 | **LAND RESERVED FOR ACQUISITION** |
|---|---|

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

Nil

| 8 | **ROAD WIDENING AND ROAD ALIGNMENT** |
|---|---|

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

| 9 | FLOOD RELATED DEVELOPMENT CONTROLS |
|---|---|

(1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.

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

(3) In this section—

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

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

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

| 10 | COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS |
|---|---|

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

The land is classed as being Acid Sulfate Soil Class 5
The information currently available to Council indicates that **some** of the land is bush fire prone land (as defined in the Act).

In this section—

***adopted policy*** means a policy adopted—

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

| 11 | BUSH FIRE PRONE LAND |
|---|---|

The information currently available to Council indicates that **some** of the land is bush fire prone land (as defined in the Act).

| 12 | LOOSE-FILL ASBESTOS INSULATION |
|---|---|

This land does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

| 13 | MINE SUBSIDENCE |
|---|---|

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

| 14 | PAPER SUBDIVISION INFORMATION |
|---|---|

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

Nil

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

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

| 15 | PROPERTY VEGETATION PLANS |
|---|---|

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

| 16 | BIODIVERSITY STEWARDSHIP SITES |
|---|---|

Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act, 2016.

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 |
|---|---|

The land **is not** biodiversity certified land within the meaning of 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.

| 18 | ORDERS UNDER *TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006* |
|---|---|

Council has not been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court.

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

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

***existing coastal protection works*** has the same meaning as in the *Local Government Act 1993*, section 553B.

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

| 20 | WESTERN SYDNEY AEROTROPOLIS |
|---|---|

Not applicable to Central Coast Local Government Area

| 21 | DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING |
|---|---|

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

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

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

**NOTE**

**CONTAMINATED LAND MANAGEMENT ACT 1997**

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

(a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

(d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.

Karen Hansen
**Signed on Behalf of Central Coast Council**

## LAND USE TABLE

### Zone R1 General Residential

Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Signage; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

ABN 73 149 644 003
4 May 2023

Imperial Conveyancing
PO Box 437
KELLYVILLE NSW 2155

Dear Sir/Madam

**Property:** Lot 2 SP 84246
2/10 Mead Way, WATANOBBI NSW 2259
**Your Reference:** SUKHBIR SINGH:241737

Reference is made to your request for a Sewer Mains Diagram.

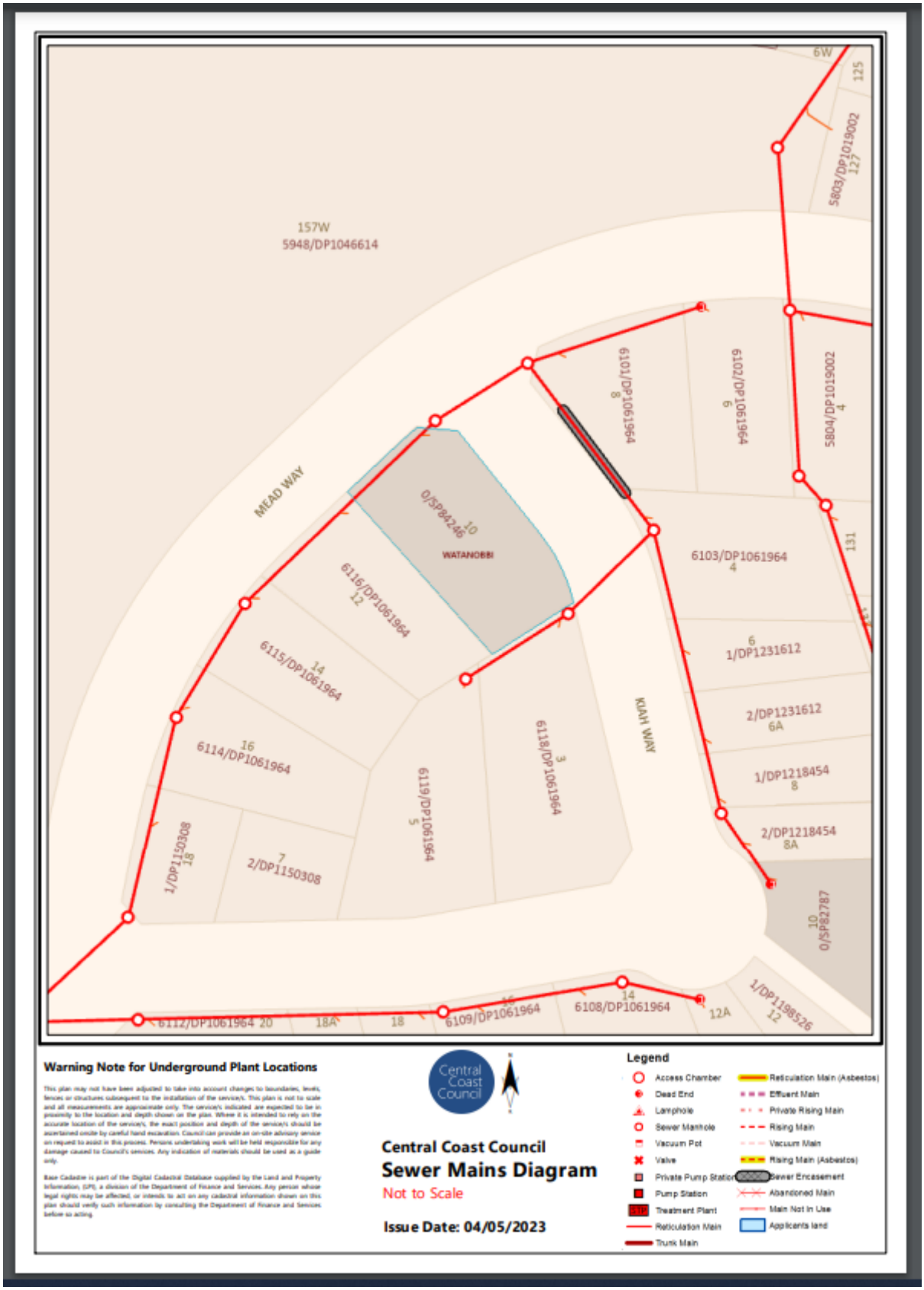
In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 02 4306 7900.

Yours faithfully

M Walsh
**Signed on Behalf of Central Coast Council**

Attach


157W
5948/DP1046614
MEAD WAY
KIAH WAY
WATANOBBI
0/SP84246
10
6116/DP1061964
12
6115/DP1061964
14
6114/DP1061964
16
1/DP1150308
18
2/DP1150308
7
6119/DP1061964
5
6118/DP1061964
3
6101/DP1061964
8
6102/DP1061964
6
5804/DP1019002
4
5803/DP1019002
127
125
6W
131
6103/DP1061964
4
6
1/DP1231612
2/DP1231612
6A
1/DP1218454
8
2/DP1218454
8A
10
0/SP82787
6112/DP1061964 20
18A
18
6109/DP1061964
16
6108/DP1061964
14
12A
1/DP1198526
12
Warning Note for Underground Plant Locations
This plan may not have been adjusted to take into account changes to boundaries, levels, fences or structures subsequent to the installation of the service/s. This plan is not to scale and all measurements are approximate only. The service/s indicated are expected to be in proximity to the location and depth shown on the plan. Where it is intended to rely on the accurate location of the service/s, the exact position and depth of the service/s should be ascertained onsite by careful hand excavation. Council can provide an on-site advisory service on request to assist in this process. Persons undertaking work will be held responsible for any damage caused to Council's services. Any indication of materials should be used as a guide only.
Base Cadastre is part of the Digital Cadastral Database supplied by the Land and Property Information, (LPI), a division of the Department of Finance and Services. Any person whose legal rights may be affected, or intends to act on any cadastral information shown on this plan should verify such information by consulting the Department of Finance and Services before so acting.
Central Coast Council
Central Coast Council
Sewer Mains Diagram
Not to Scale
Issue Date: 04/05/2023
Legend
Access Chamber
Dead End
Lamphole
Sewer Manhole
Vacuum Pot
Valve
Private Pump Station
Pump Station
STP
Treatment Plant
Reticulation Main
Trunk Main
Reticulation Main (Asbestos)
Effluent Main
Private Rising Main
Rising Main
Vacuum Main
Rising Main (Asbestos)
Sewer Encasement
Abandoned Main
Main Not In Use
Applicants land

Imperial Conveyancing
PO Box 437
KELLYVILLE NSW 2155

# SECTION 10.7(2) PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

| | |
|---|---|
| **Fee Paid:** | $62.00 |
| **Receipt No:** | 18661097 |
| **Receipt Date:** | 28 April 2023 |
| **Property Address:** | 2/10 Mead Way, WATANOBBI NSW 2259 |
| **Property Description:** | Lot 2 SP 84246 |
| **Property Owner:** | Tlex Investments Pty Ltd |
| **Certificate No:** | 61549 |
| **Reference No:** | SUKHBIR SINGH:241158 |
| **Date of Issue:** | 01-May-2023 |

The information contained within this certificate relates to the land.

# ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

| 1 | NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS |
|---|---|

## (1) Environmental Planning Instruments and Development Control Plans which apply to the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environment Planning Policy (Exempt and Complying Development Codes) 2008
State Environment Planning Policy (Building Sustainability Index: BASIX) 2004
State Environment Planning Policy No. 65 – Design Quality of Residential Apartment Development
State Environment Planning Policy (Primary Production) 2021
State Environment Planning Policy (Transport and Infrastructure) 2021
State Environment Planning Policy (Biodiversity and Conservation) 2021
State Environment Planning Policy (Resilience and Hazards) 2021
State Environment Planning Policy (Industry and Employment) 2021
State Environment Planning Policy (Resources and Energy) 2021
State Environment Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021

## (2) Proposed Environmental Planning Instruments and Draft Development Control Plans which will apply to the land and is or has been the subject of community consultation or public exhibition

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environment Planning Policy (Building Sustainability Index: BASIX) 2004
Standard Instrument (Local Environmental Plans) Order 2006
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environment Planning Policy (Planning Systems) 2021

| 2 | ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS |
|---|---|

**(a) Identity of the Zone**

Lot 2 SP 84246

R1 General Residential

**(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:**

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

**(c) Whether additional permitted uses apply to the land**

Additional Permitted Uses **do not** apply to this land.

**(d) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house**

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

**(e) Land includes or comprises critical habitat**

No

**(f) Land is in a conservation area**

No

**(g) Item of environmental heritage is situated on the land**

None

| 3 | CONTRIBUTION PLANS |
|---|---|

This land is subject to the Central Coast Regional Section 7.12 Development Contributions Plan 2019

The land is subject to Wyong District Development Contributions Plan.

This land is subject to Shire wide Infrastructure, Services and Facilities Development Contributions Plan.

| 4 | COMPLYING DEVELOPMENT |
|---|---|

**Whether or not the land is land on which complying development can be carried out under each of the codes for complying development because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

**HOUSING CODE**

Complying development under the Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**RURAL HOUSING CODE**

Complying development under the Rural Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**LOW RISE HOUSING DIVERSITY CODE**

Complying development under the Low Rise Housing Diversity Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**GREENFIELD HOUSING CODE**

Greenfield Housing Code **is not** applicable to this land.

**HOUSING ALTERATIONS CODE**

Complying development under the Housing Alterations Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**GENERAL DEVELOPMENT CODE**

Complying development under the General Development Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State*

*Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development under the Industrial and Business Alterations Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**INDUSTRIAL AND BUSINESS BUILDINGS CODE**

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Complying development under the Industrial and Business Buildings Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**CONTAINER RECYCLING FACILITIES CODE**

Complying development under the Container Recycling Facilities Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**SUBDIVISIONS CODE**

Complying development under the Subdivisions Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**DEMOLITION CODE**

Complying development under the Demolition Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**FIRE SAFETY CODE**

Complying development under the Fire Safety Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy

(Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

**AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development under the Agricultural and Farm Stay Accommodation Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- Part of this land is an environmentally sensitive area being land to which *State Environmental Planning Policy (Resilience & Hazards) 2021* applies. Council does not have sufficient information to ascertain the extent of the area affected by the planning policy.

| 5 | EXEMPT DEVELOPMENT |
|---|---|

**Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.**

**GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

| 6 | **AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (*BUILDING PRODUCT SAFETY ACT 2017*)** |
|---|---|

1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

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

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

| 7 | **LAND RESERVED FOR ACQUISITION** |
|---|---|

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

Nil

| 8 | **ROAD WIDENING AND ROAD ALIGNMENT** |
|---|---|

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

| 9 | FLOOD RELATED DEVELOPMENT CONTROLS |
|---|---|

(1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.

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

(3) In this section—

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

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

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

| 10 | COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS |
|---|---|

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

The land is classed as being Acid Sulfate Soil Class 5
The information currently available to Council indicates that **some** of the land is bush fire prone land (as defined in the Act).

In this section—

***adopted policy*** means a policy adopted—

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

| 11 | BUSH FIRE PRONE LAND |
|---|---|

The information currently available to Council indicates that **some** of the land is bush fire prone land (as defined in the Act).

| 12 | LOOSE-FILL ASBESTOS INSULATION |
|---|---|

This land does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

| 13 | MINE SUBSIDENCE |
|---|---|

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

| 14 | PAPER SUBDIVISION INFORMATION |
|---|---|

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

Nil

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

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

| 15 | PROPERTY VEGETATION PLANS |
|---|---|

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

| 16 | BIODIVERSITY STEWARDSHIP SITES |
|---|---|

Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act, 2016.

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 |
|---|---|

The land **is not** biodiversity certified land within the meaning of 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.

| 18 | ORDERS UNDER *TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006* |
|---|---|

Council has not been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court.

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

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

***existing coastal protection works*** has the same meaning as in the *Local Government Act 1993*, section 553B.

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

| 20 | WESTERN SYDNEY AEROTROPOLIS |
|---|---|

Not applicable to Central Coast Local Government Area

| 21 | DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING |
|---|---|

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

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

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

**NOTE**

**CONTAMINATED LAND MANAGEMENT ACT 1997**

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

(a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

(d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.

Karen Hansen
**Signed on Behalf of Central Coast Council**

## LAND USE TABLE

### Zone R1 General Residential

Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Signage; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

NSW GOVERNMENT

**Standard form** from 23 March 2020

# Residential tenancy agreement

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

## IMPORTANT INFORMATION

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

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

**THIS AGREEMENT IS MADE ON** 5 November 2020 **AT** Wyong

**BETWEEN**

**Landlord Name/s:**

Tlex Investments Pty Ltd ATF/Tlex Trust & Avtar Singh and Avtar Singh

**Landlord telephone number or other contact details:** paulnijjar@gmail.com; avi8510@hotmail.com

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

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

10 Alison Road, Wyong NSW 2259; rentals@coastwidefn.com.au

| | | | |
|---|---|---|---|
| **Tenant Name 1:** | Kayleen Hicks | **Phone** | 0449 999 340 |
| **Tenant Name 2:** | | **Phone** | |
| **Tenant Name 3:** | | **Phone** | |
| **Tenant Name 4:** | | **Phone** | |
| **Tenant Name 5:** | | **Phone** | |

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

Contact details:

**Landlord's agent details:**

Agent name:

Holicross Pty Ltd ATF WFN Services Unit Trust Trading as Coastwide First National

Business address for service of notices:

10 Alison Road, Wyong NSW 2259 ; rentals@coastwidefn.com.au

Contact details: [This must include a telephone number]

02 4353 1999

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

Agent name:

Brittney Bushnell

Address for service of notices:

10 Alison Road, Wyong NSW 2259

Contact details:

pmnorth@coastwidefn.com.au; 0434 078 827

## Term of agreement:

The term of this agreement is -

52 Weeks Other (please specify) ☐ Periodic (no end date)

starting on 06/11/2020 and ending on 04/11/2021 [Cross out if applicable]

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

## Residential premises:

The residential premises are [Insert address]:

2/10 Mead Way WATANOBBI NSW 2259

The residential premises include:

Single Lock Up Garage

*[Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.]*

## Rent:

The rent is $ **$420.00** per **Weekly** payable in advance starting on **06/11/2020**

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

The method by which the rent must be paid:

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

BSB Number ---------- Account Number ----------

Account Name ---------- payment reference ----------

or

(b) to ---------- at ---------- by cash

or

(c) as follows Direct Debit

***Note:*** *The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.*

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

A rental bond of $ 1,680.00 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
- **X 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 1 Adult/s and 0 Child/ren may ordinarily live in the premises at any one time.

### Urgent repairs

Nominated trades people for urgent repairs:

| | | | |
|---|---|---|---|
| Electrical Repairs: | J Harvey Electrical – Josh | Phone: | 0403 778 626 |
| Plumbing Repairs: | Central Coast Wide Plumbing – Ian | Phone: | 0450 373 505 |
| Smoke Alarms: | Central Coast Smoke Alarm Services | Phone: | 0401 050 461 |
| Other Repairs: | Chris Manuelle | Phone: | 0412 133 143 |

### Water usage

Will the tenant be required to pay separately for water usage? Yes [X] No [ ]

*[If yes, see clauses 12 and 13.]*

### Utilities

Is **electricity** supplied to the premises from an embedded networks? Yes [ ] No [■]

Is **gas** supplied to the premises from an embedded networks? Yes [ ] No [■]

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

## Smoke alarms

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

[X] Hardwired

[ ] Battery operated smoke alarms

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

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

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

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: CCSAS

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

## Strata by-laws

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

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

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

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

### Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes [■] No [ ]
If yes, see clause 50

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

rentals@coastwidefn.com.au

### 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.]*

lenakwin@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 signed.

## 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

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

### COPY OF AGREEMENT

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

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

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

### RENT

**3. The tenant agrees:**

**3.1** to pay rent on time, and

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

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

**4.The landlord agrees:**

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

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

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

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

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

**8.2** cease to be lawfully usable as a residence,

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

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

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

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

### RENT INCREASES

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

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

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

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

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

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

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

### RENT REDUCTIONS

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

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

or

**8.3** are compulsory appropriated or acquired by an authority.

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

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

**10. The landlord agrees** to pay:

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

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

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

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

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

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

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

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

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

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

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

**11. The tenant agrees** to pay:

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

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

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

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

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

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

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

**11.6.1** are separately metered, or

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

***Note. Separately metered*** *is defined in section 3 of the Residential Tenancies Act 2010.*

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

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

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

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

**12.4** the residential premises have the following water efficiency measures:

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

**12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

**12.4.3** all shower heads have a maximum flow rate of 9 litres a minute,

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

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

**POSSESSION OF THE PREMISES**

**14. The landlord agrees:**

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

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

**TENANT'S RIGHT TO QUIET ENJOYMENT**

**15. The landlord agrees:**

**15.1** that the tenant will have quiet enjoyment

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

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

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

**USE OF THE PREMISES BY TENANT**

**16. The tenant agrees:**

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

**16.2** not to cause or permit a nuisance, and

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

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

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

**17. The tenant agrees:**

**17.1** to keep the residential premises reasonably clean, and

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

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

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

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

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

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

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

**18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

**18.5** to make sure that all light fittings on the premises have working globes, and

**18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

**19. The landlord agrees:**

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

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

*a) are structurally sound, and*

*b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and*

*c) have adequate ventilation, and*

*d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and*

*e) have adequate plumbing and drainage, and*

*f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and*

*g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.*

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

*e) are in a reasonable state of repair, and*

*f) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and*

*g) with respect to the roof, ceilings and windows*

*-- do not allow water penetration into the premises, and*

*h) 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 responsible to the landlord for any act or omission by a cotenant 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,

given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

**24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

**24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

**24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

**24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

**24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

**24.11** if the tenant agrees.

**25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

**25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

**25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

**25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

**25.4** must, if practicable, notify the tenant of the proposed day and time of entry.

**26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the **30.5** to notify the landlord of any damage caused 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

by removing any fixture attached by the tenant, and

**30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

## LOCKS AND SECURITY DEVICES

**32.The landlord agrees:**

**32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

**32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

**32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

**32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

**32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

**33.The tenant agrees:**

**33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

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

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

## TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

**35. The landlord and the tenant agree** that:

**35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

**35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

**35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

**35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

## CHANGE IN DETAILS OF LANDLORD OR

## LANDLORD'S AGENT

**37. The landlord agrees:**

**37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

**37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

**37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

**37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

## 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 clauses if no rental bond is payable*]

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

**41.1** details of the amount claimed, and

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

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

## SMOKE ALARMS

**1. The landlord agrees** to:

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

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

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

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

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

**42.6** repair or replace, a smoke alarm within

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

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

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

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

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

**43. The tenant agrees:**

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

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

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

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

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

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

**SWIMMING POOLS**

[*Cross out the following clause if there is no swimming pool*]

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

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

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

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

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

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

**LOOSE-FILL ASBESTOS INSULATION**

**47. The landlord agrees:**

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

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

**COMBUSTIBLE CLADDING**

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

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

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

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

## SIGNIFICANT HEALTH OR SAFETY RISKS

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

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

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

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

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

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

## BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

**51.1** 4 weeks rent if less than 25% of the fixed term has expired,

**51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

**51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

**51.4** 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

## ADDITIONAL TERMS

[*Additional terms may be included in this agreement if:*

*(a) both the landlord and the tenant agree to the terms, and*

*(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and*

*(c) they do not conflict with the standard terms of this agreement.*

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

## ADDITIONAL TERM–PETS

[*Cross out clauses if not applicable*]
~~**53. The landlord agrees** that the tenant may keep the following animal on the residential premises [*specify the breed, size etc*]:~~

~~**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~~

This document is "Annexure A" to the Residential Tenancy Agreement between:

**Tlex Investments Pty Ltd ATF/Tlex Trust & Avtar Singh and Avtar Singh** (Lessor) and **Kayleen Hicks** (Tenant)

Dated this 5 November 2020

1. Bond cannot be used as rent at any time.

2. The tenant or their guests cannot smoke inside the premises at any time.

3. The tenant or their guests **cannot flush** anything other than human excreta and toilet paper (Eg: sanitary items, baby wipes or disposable wipes of any kind cannot be flushed down the toilets even if they are advertised as flushable.) If a sewer blockage occurs because anything other than human excreta have been flushed down the toilet, the tenant will be responsible for the cost of the removal of the blockage.(Please note that the largest plumbers cost for the removal of wipes etc. has been $10,000.00).

4. The tenant agrees to remain two weeks in advance at all times. Once arrears of two weeks accrue, a termination notice will be automatically issued.

5. No animals are allowed on your property, whether they belong to you or a visitor attending the property, if it is found that an animal has been on the property it will be noted that you will be required to have the property sprayed inside and outside for fleas and have the carpet professionally shampooed upon vacating (receipts will be required to prove that this has been carried out).

6. Vermin (cockroaches, fleas, mice, bees, wasps, spiders and ants, etc, but not white ants) must be eradicated at lessees expense immediately if any infestation is detected, unless the presence of such infestation is reported to the agency within 7 days of the commencement of the tenancy.

7. The lessee agrees to pay any water usage account as it becomes due.

8. Coastwide First National is not responsible for any cheques, cash, money orders or keys placed under the door.

9. If the tenant uses the premises otherwise than for residential accommodation and as a consequence any goods and services tax becomes payable in relation to anything supplied by the landlord to the tenant, then the tenant will, forthwith upon demand by the landlord, pay the tax or reimburse the landlord for any such tax paid or payable by the landlord in relation to that supply.

10. Kerb side collections can only be placed out **24 hours before** the rubbish is due to be picked up, obviously this means that a pick up must be **booked in before** any rubbish is placed on the footpath. Failure to book in a pick up before rubbish is placed on the footpath carries an on the spot fine. This fine will be payable by the tenant, not the landlord. 48 hours notice is required when booking collection. Bookings can be made by contacting 1Coast on 1300 126 278 or 1coast.com.au

This document is "Annexure A" to the Residential Tenancy Agreement between:

**Tlex Investments Pty Ltd ATF/Tlex Trust & Avtar Singh and Avtar Singh** (Lessor) and **Kayleen Hicks** (Tenant)

Dated this 5 November 2020

11. We carry out quarterly routine inspections, of which you are notified in writing. **Please note that these appointments will not be changed** and that if you cannot be present to attend we will use our keys and carry out the inspection as advised. This is not an invasion of privacy and will only take 10 minutes to conduct.

12. There are smoke detectors installed as required by law in this property. **YOU ARE NOT TO TAMPER WITH OR INTERFERE WITH THE DETECTORS OR REMOVE BATTERIES WHILST THEY ARE IN WORKING ORDER**. Please note that if the smoke alarms are battery operated, the batteries have been replaced prior to your occupation and it is your responsibility to ensure that they are replace and working at all times during your tenancy.

13. It is the tenants' responsibility to clean the filters of the air conditioner/s and range hoods every 4-6 months.

14. The tenant is not to remove any 'For Lease' signs from the property. Coastwide First National staff will arrange for any signs to be removed within the first 7 – 10 days of the tenancy. If the sign has been removed or damaged, the tenants will be liable for a $100 sign replacement fee.

15. Tenants or their guests are not to park on any grass areas of the property unless it is a designated parking area. If you lease a unit or villa in a strata complex you must park in your designated area only and not on any common ground, nor are you allowed to park permanently in the visitors car parking area. If damage is caused to the grassed areas of the property you will be held responsible for the repairing/replacing of the grounds/grass on vacating.

16. Tenant is aware that in very heavy rain, the garage may flood due to the rain runoff from the driveway. Please store any valuable items above ground area. Drains at top and base of driveway to be kept clear to assist with drainage and is the tenants responsibility. The landlord will not be responsible for any damage to tenants items stored at property

17. Inflatable or other free standing pools may not be erected at the property without prior consent from the Landlord and a compliance certificate from Central Coast Council."

18. Once you have given notice to vacate, we draw your attention to clause 24.8 of the lease which states that the tenant is to allow the Landlord or his representative access to show the premises to prospective tenants on a reasonable number of occasions if the tenant is give reasonable notice on each occasion. This is only allowed during the last 14 days of the agreement. (ie, we show the property on Wednesdays & Saturdays)

Kayleen Hicks
.....
Kayleen Hicks

.....
Holicross Pty. Ltd. As trustee for WFN Services Unit Trust Trading as Coastwide First National for the Landlord

Date Of Printing 5 November 2020

# Residential Model ByLaws Strata Plan 84246

## Address: 10 Mead Way Watanobbi NSW

**1 Noise**

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

**2 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

**3 Obstruction of common property**

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

**4 Damage to lawns and plants on common property**

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

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

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

**5 Damage to common property**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children, or

(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,

unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

**6 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

**7 Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

**8 Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

**9 Depositing rubbish and other material on common property**

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

**10 Hanging out of washing**

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause:
"washing" includes any clothing, towel, bedding or other article of a similar type.

**11 Preservation of fire safety**

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

**12 Cleaning windows and doors**

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

**13 Storage of inflammable liquids and other substances and materials**

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

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

**14 Changes to floor coverings and surfaces**

(1) 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 the 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.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

**15 Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**16 Garbage disposal**

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

**17 Keeping of animals**

**Note:** Select option A, B or C. If no option is selected, option A will apply.

~~**Option A**~~

~~(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.~~

~~(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.~~

**Option B**

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

(3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

(a) notify the owners corporation that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

(c) carry the animal when it is on the common property, and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

~~**Option C**~~

~~Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.~~

**18 Appearance of lot**

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

**19 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

**20 Provision of amenities or services**

(1) 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:

(a) window cleaning,

(b) garbage disposal and recycling services,

(c) electricity, water or gas supply,

(d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note:** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

**21 Compliance with planning and other requirements**

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

**22 Service of documents on owner of lot by owners corporation**

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

~~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.~~

See attached annexure A

See attached strata bi laws.

## 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:

  the letting of residential premises, or

  the collection of rents payable for any tenancy of residential premises.

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

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

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

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

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

### 2.Continuation of tenancy (if fixed term agreement)

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

### 3.Ending a fixed term agreement

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

### 4.Ending a periodic agreement

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

### 5.Other grounds for ending agreement

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

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

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

### 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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

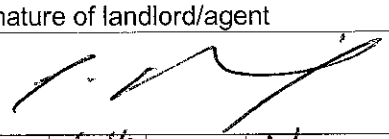
***Note.*** *Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.*

## SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Holicross Pty Ltd ATF WFN Services Unit Trust Trading As Coastwide First National for the Landlord

Signature of landlord/agent

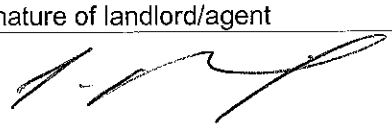


on the 6th day of November 2020

## 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



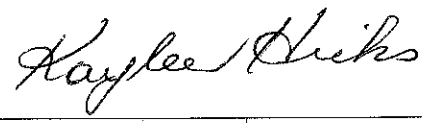
on the 6th day of November 2020

## SIGNED BY THE TENANT (1)

*Name of tenant*

Kayleen Hicks

*Signature of tenant*



on the 6th day of November 2020

## SIGNED BY THE TENANT (2)

*Name of tenant*

*Signature of tenant*

on the day of 20__

## SIGNED BY THE TENANT (3)

*Name of tenant*

*Signature of tenant*

on the day of 20__

## SIGNED BY THE TENANT (4)

*Name of tenant*

*Signature of tenant*

on the day of 20__

## SIGNED BY THE TENANT (5)

*Name of tenant*

*Signature of tenant*

on the day of 20__

NSW GOVERNMENT

# Tenant Information Statement

What you must know before you start renting

## Starting a tenancy

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

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

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

### The landlord or agent must:

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

### When renting, you must:

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

### What you must be told before you sign an agreement

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

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

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

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

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



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

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

### What you must be given before you sign an agreement

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

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

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

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

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

### Before or at the start of the tenancy

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

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

### The property must be fit to live in

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

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

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

The property could have other issues that may make it unfit for you to live in, even if it meets the above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

### Residential tenancy agreement

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

### Condition report

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

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

### Rent, receipts and records

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

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

Your landlord or agent must:

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

### Rental bonds

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

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

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

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

### Discrimination when applying for rental property

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

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

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

### Communicating with your landlord or agent

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

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

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

## During the tenancy

### Can rent be increased during the tenancy?

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

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

### Paying for electricity, gas and water usage

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

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

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

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

### Repairs and maintenance

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

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

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

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

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

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

### Smoke alarms must be working

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

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

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

### Privacy and access

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

For example:

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

### How to make 'minor' changes to the property

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

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

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

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

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

### Your rights in circumstances of domestic violence

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

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

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

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

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

# Ending the tenancy

### Termination notice must be given

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

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

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

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

### Break fee for ending a fixed term agreement early

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

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

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

### Getting the rental bond returned

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

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

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

# Checklist

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

### The tenancy agreement

☐ I have read the agreement and asked questions if there were things I did not understand.

☐ I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

☐ I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.

☐ I understand that any additional terms to the agreement can be negotiated before I sign.

☐ I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

### Promised repairs

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

☐ I have made sure these have already been done

or

☐ I have an undertaking in writing (before signing the agreement) that they will be done.

### Upfront costs

☐ I am **not** required to pay:

- more than 2 weeks rent in advance
- more than 4 weeks rent as a rental bond.

☐ I am **not** being charged for:

- the cost of preparing the tenancy agreement
- the initial supply of keys and other opening devices to each tenant named in the agreement
- being allowed to keep a pet on the property.

### Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.
- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

## More information

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

fairtrading.nsw.gov.au **13 32 20**

Language assistance 13 14 50
*(ask for an interpreter in your language)*

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For information: fairtrading.nsw.gov.au/copyright
This publication must not be relied on as legal advice.
For more information about this topic,
refer to the appropriate legislation.



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

## TENANT INFORMATION STATEMENT

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

Signature of tenant

| | | | |
|---|---|---|---|
| Kaylee Hicks | | | |
| on the | 6th day of | November | 20 20 |

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