

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 132990785	NSW DAN:
vendor's agent	Victory Lease Pty Ltd Suite 606, North Tower, 1-5 Railway Street, Chatswood NSW 2067		Phone: 9884 8969 Fax:
co-agent			Ref:
vendor	Qing Li 540 2 Marquet Street Rhodes NSW 2138		
vendor's solicitor	United Lawyers Suite 8F 38 Rowe Street Eastwood NSW 2122		Phone: 02 9804 7719 Fax: 02 9804 7715
date for completion	42 days after the contract date	(clause 15)	Email: james.lawyers@hotmail.com
land	23 DURACK CRST BAULKHAM HILLS 2153 <small>(Address, plan details and title reference)</small> 2/270972 <input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> ceiling fans <input type="checkbox"/> other:	<input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> stove <input type="checkbox"/> TV antenna
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
Price	\$		Ref:	
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."

SIGNING PAGE

<p>VENDOR</p> <hr/> <p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>												
<p>VENDOR (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held	<p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held
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vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

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 an *GSTRW payment* (residential withholding payment)

NO yes (if yes, vendor must provide further 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) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	Other <input type="checkbox"/> 60
Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

23 DURACK CRST BAULKHAM HILLS 2153

IMPORTANT NOTICE TO THE 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. If there is any conflict between any provision of the Special Conditions and any provision of the printed Contract for Sale, the provision of the Special Conditions of Sale will prevail.

SPECIAL CONDITIONS

30. Amendments to the Contract for the Sale and Purchase of Land 2022 edition:

- (a) Clause 6.1: delete the whole clause and insert in lieu thereof “The Purchaser can (but only before completion) claim compensation for an error or misdescription in this contract as to the property or the title where there is actual loss to the Purchaser because of the error or misdescription in the contract”.
- (b) Clause 6.2: delete the whole clause.
- (c) Clause 7.1.1: delete the words “the total amount claimed exceeds 5% of the price” and insert in lieu thereof “no matter what amount of compensation is claimed”.
- (d) Clause 7.1.3: delete “14” and insert in lieu thereof “7”.
- (e) Clause 8.1.1: delete the words “on reasonable grounds”.
- (f) Clause 8.1.2: delete the words “and those grounds”.
- (g) Clause 8.1.3: delete “14” and insert in lieu thereof “7”.
- (h) Clause 12.2: insert “at the purchaser’s full cost and expense including GST” immediately before “for”.
- (i) Clause 13.2: delete the whole clause.
- (j) Clause 13.8: delete the whole clause.
- (k) Clause 13.9: delete the whole clause.
- (l) Clause 14.4.2, delete the whole clause and insert in lieu thereof “on the amount of land tax paid or payable by the vendor (or by a predecessor in title) as assessed by the Office of State Revenue on the taxable value of the land.”
- (m) Clause 17.3: delete the whole clause.
- (n) Clause 23.9: delete the whole clause
- (o) Clause 24.3.3: delete the whole clause
- (p) Clause 25.2: delete the words “7 days” and insert in lieu thereof “a reasonable time”

31. Alternation of contract

Each party, by execution of this contract, expressly authorises his solicitor and appoints that solicitor his agent to vary any of the terms of this contract with the intent that any such variation shall be binding on the party as if the party personally executed such variation.

32. Encumbrances

The Purchaser shall not be entitled to require the Vendor prior to settlement to register a discharge of any mortgage or a withdrawal of any caveat affecting the property but will accept on completion any or all of the following documents in registrable form:

- (a) a withdrawal of any caveat;
- (b) a discharge of any mortgage or encumbrance;

The Vendor shall allow the purchaser to deduct from the balance of price payable on completion, an amount equivalent to the registration fee(s) payable to the Land Titles Office on any such discharge of mortgage, withdrawal of caveat or both as may be applicable.

33. Caveat

The purchaser shall not lodge a caveat over the property prior to completion of this contract.

34. Death, Mental Illness, Bankruptcy, Liquidation, etc.

Notwithstanding any rule of law or equity to the contrary should the Purchaser or Vendor prior to completion:-

- (a) die or become mentally ill then the either party may by notice served on the other party rescind this Agreement such rescission shall be a rescission pursuant to the printed Clause 19 hereof, or,
- (b) declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented to enter into a scheme of arrangement with its creditors, or should a liquidator, receiver of official manager be appointed in respect thereof then such party shall be deemed to be in default hereunder and the other party shall be at liberty to exercise all or any of its rights conferred hereunder upon the Purchaser/or Vendor default.

35. Condition of the property

The Purchaser acknowledges that the property is being purchased:

- (a) in its present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property, and storm water channel affecting the property; transmission line and overhanging structure, electricity and gas pipe; carriageway/footway affecting the property; and noise, vibration and electrolysis affecting the property, and subject to the property/whole or part of the strata properties

having been built over/adjacent a Sydney Water Asset; and

- (d) subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty in connection with any of the matters set out in this Clause or any other matter in connection with the property other than as expressly set out in this Agreement.

36. Existing Materials

If there are any existing materials, vegetation and any collection of items or materials which were presented on the property at the time of the purchaser's first inspection, whether stored in or under the house or on the property in any manner whatsoever, other than as may be specified herein, the purchaser agrees that the Vendor is not obliged to remove or pay for removal of such materials and the Purchaser will make no objection or claim for compensation or delay completion in relation thereto.

37. Introduction to vendor

The Purchaser represent and warrants that the purchaser was not introduced to the Vendor or to the Property by any person other than the Vendor's agent, if any, named in this contract and should it be established that the vendor shall become liable to pay commission or other expenses to any other agent or person as the result of such introduction then the purchaser shall indemnify and keep indemnified the Vendor against all such claims for commission, actions, suits, demands, costs and expenses in relation to it.

It is agreed that this continuing indemnity shall not merge on completion.

38. Reduced deposit

If the Purchaser has entered into this Contract upon payment of a sum less than ten percent (10%) of the purchase price, the purchaser acknowledges and agrees that:-

- (a) the deposit shall be paid as follows:
 - (i) A sum of five percent (5%) of the purchase price on the date hereof
 - (ii) the balance payable on completion
- (b) If the purchaser fails to complete this Contract in accordance with its terms and conditions; or
- (c) if the Vendor becomes entitles to terminate this Contract the Vendor shall , in addition to the rights and remedies conferred on him by law or equity, have the right to sue for and recover from the Purchaser the difference between ten percent(10%) of the purchase price and the amount actually paid.

39. Interest for late completion

In the event that completion does not take place within the completion date herein then the Purchaser shall pay to the Vendor on completion by way of additional purchaser price in addition to the balance of purchase moneys and other moneys payable to the Vendor, interest on the balance purchase moneys calculated at the rate of ten percent (10%) per annum computed from the date hereof and calculated up until completion PROVIDED HOWEVER that should completion at any time be delayed by reason of the Vendor's default, then interest shall not be charged for the period during which completion was so delayed. The Vendor shall not be obliged to settle unless this amount is tendered at the time of settlement.

40. Notice to complete

- (a) Failing completion within the completion date, either party may serve upon the other a Notice to Complete requiring the recipient to complete this Agreement within ten (10) business days of such Notice and making time of the essence of this Agreement in this regard.
- (b) A notice to complete will be reasonable and sufficient as to time if a period of 10 business days from the date of service of the notice is allowed for completion.
- (c) If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of three hundred and thirty dollar (\$330.00) inclusive of GST for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque at completion of this contract. The vendor shall not be obliged to settle unless this amount is tendered at the time of settlement.
- (d) A notice to complete may be extended or withdrawn by the vendor by serving the purchaser with a written notice to that effect. The vendor may also serve a further notice to complete on the purchaser requiring the purchaser to complete this contract within 10 business days from the date of the service of the notice to complete and making that date and time an essential date and time for completion. The purchaser will be liable for and must pay on demand an amount of three hundred and thirty dollar (\$330.00) inclusive of GST for issuing each such further notice to complete.

41. Charge on property

The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoings until the time when completion of this Agreement is effected. The Vendor shall not be deemed to be unable, nor ready or unwilling to complete this Agreement by reason of the existence of any charge on the property for any rate, tax or outgoing and shall be entitled to serve a Notice to Complete on the Purchaser notwithstanding that, at the time such Notice is issued or any time thereafter, there is a charge on the property for any rate, tax or outgoing.

42. Foreign persons

The purchaser warrants that, where required by any State or Federal law to do so, the purchaser

has obtained from all government and quasi-government authorities, all authorisations, approval, consent notices, exemptions, guidance and waivers.

In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchasers agree to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of any breach of the warranty hereby given.

This warranty and indemnity shall not merge on completion.

43. Annexure of documents

All attachments contained herein shall form part of the Agreement. The Vendor makes no warranty as to the completeness or accuracy of any of the documents or copy documents annexed hereto. The Purchaser shall not be entitled to make any requisition, any objection, or any claim for compensation in respect of any fact matter or thing disclosed therein.

44. Finance

The purchaser warrants to the Vendor that either:

- (a) The purchaser does not require finance in order to pay for the Property; OR
- (b) If the Purchaser requires finance in order to pay for the Property, the Purchaser has already obtained such finance on reasonable terms acceptable to the Purchaser. The purchaser cannot terminate or rescind the contract by reason of finance not being made available to the Purchaser at the date of completion.

45. Release of deposit

The Purchaser hereby agrees to release to the vendor the deposit moneys paid herein for the purpose of deposit or stamp duty payable on the purchase of another property by the vendor. The purchaser agrees that this clause is sufficient authority for the deposit holder to release the deposit and that no further authority or consent will be required from the purchaser other than as contained in this clause.

46. Particulars of the title & requisitions

The purchaser acknowledges that particulars of the title disclosed in this Agreement are sufficient to enable the Purchaser to prepare the appropriate transfer of the property and the Purchaser shall not request the Vendor to provide particulars of the title pursuant to general condition 5 hereof.

47. Tenancy

The Vendor disclosed and the Purchaser acknowledged that the current tenant referred to in this contract may vacate the property prior to expiration of the lease. The Purchaser shall accept property either as vacant possession should the tenant vacate the property or with occupation by another tenant under a fresh lease prior to completion.

The Vendor does not warrant that the rental for the property at the time of completion is the

same as at the date of contract.

The Purchaser shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this contract in respect of or arising from the tenancy and the amount of rent referred to in this clause.

48. Whole agreement

This contract constitutes the entire agreement between the parties concerning its subject matter and all previous agreements, undertakings and negotiations on that subject matter ceases to have effect.

49. Personal Guarantee

- (a) This clause applies where the Purchaser is or includes a corporation other than a corporation listed on an Australian Stock Exchange.
- (b) Each person who signs this Contract is a guarantor.
- (c) In consideration of the Vendor entering this Contract, the Guarantors guarantee to the Vendor, the payment of all money payable by the Purchaser and the performance of all the Purchaser's obligations under this Contract.
- (d) The Guarantor indemnifies the Vendor against any claim, action, loss, damage, costs, liability, expense or payment of the Vendor arising from any breach or default by the Purchaser or its obligations under this Contract and will pay on demand any money due to the Vendor under this indemnity.
- (e) The Guarantors are jointly and severally liable with the Purchaser to the Vendor for the performance of the Purchaser's obligation under this Contract and any damages incurred by the Vendor in respect of the Vendor's exercise of any right under this clause.
- (f) The obligations of the Guarantors are not released, discharged or otherwise affected by:
 - i) The granting of any time, waiver, covenant not to sue or other indulgence;
 - ii) The release or discharge of any person;
 - iii) An agreement, composition or compromise entered into by the Vendor, the Purchaser or the Guarantors or any other person;
 - iv) Any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, any statute, a court or otherwise;
 - v) Payment to the Vendor, including payments which at or after the payment date are illegal, void, voidable or unenforceable; or
 - vi) The winding up of the Purchaser.
- (g) The clause binds the Guarantors, their executors, administrators and assigns.

50. CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (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 interests 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 subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the 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.



FOLIO: 2/270972

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/3/2024	3:21 PM	4	9/8/2022

LAND

LOT 2 IN COMMUNITY PLAN DP270972
AT BAULKHAM HILLS
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270972

FIRST SCHEDULE

QING LI (T AM190135)

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270972
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 BK 2304 NO 851 COVENANT
AK248920 RESTRICTION PARTIALLY RELEASED AS REGARDS LOTS
17 & 18 IN DP1200327
AK958544 RESTRICTION PARTIALLY RELEASED AS REGARDS
CP/SP44999
- 5 DP1143513 EASEMENT TO DRAIN WATER 5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 6 DP1205403 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1214733 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND
VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 8 DP1214733 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE REFERRED TO
AND NUMBERED (15) IN THE S.88B INSTRUMENT AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP270972 EASEMENT FOR REPAIRS 0.9 METRE(S) WIDE (R)
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 10 DP270972 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE (S4)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.1)
- 11 DP270972 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT (DOC.1)
- 12 DP270972 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT (DOC.1)
- 13 DP270972 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

FOLIO: 2/270972

PAGE 2

SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

NUMBERED (6) IN THE S.88B INSTRUMENT (DOC.1)
14 AS375095 MORTGAGE TO PERMANENT CUSTODIANS LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SH2403067

PRINTED ON 7/3/2024

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FOLIO: 1/270972

SEARCH DATE	TIME	EDITION NO	DATE
14/3/2024	5:28 PM	4	21/12/2022

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270972
AT BAULKHAM HILLS
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270972

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270972
ADDRESS FOR SERVICE OF DOCUMENTS:
LE WINDSOR COMMUNITY
NETSTRATA
P O BOX 265
HUSRTVILLE BC 1481

SECOND SCHEDULE (22 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
AQ480365 AMENDMENT TO MANAGEMENT STATEMENT. BY LAW 24
ADDED. SEE AQ480365
AS587071 AMENDMENT TO MANAGEMENT STATEMENT. BY LAW 25 &
26 ADDED. SEE ANNEXURE 'B' OF THE MANAGEMENT
STATEMENT.
- 3 BK 2190 NO 434 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE
TITLE DIAGRAM.
AK248919 RESTRICTION PARTIALLY RELEASED AS REGARDS LOTS
17 & 18 IN DP1200327
AK958543 RESTRICTION PARTIALLY RELEASED AS REGARDS
CP/SP44999
- 4 BK 2304 NO 851 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE
TITLE DIAGRAM.
AK248920 RESTRICTION PARTIALLY RELEASED AS REGARDS LOTS
17 & 18 IN DP1200327
AK958544 RESTRICTION PARTIALLY RELEASED AS REGARDS
CP/SP44999
- 5 BK 2505 NO 209 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE
TITLE DIAGRAM.
AK248918 RESTRICTION PARTIALLY RELEASED AS REGARDS LOTS
17 & 18 IN DP1200327

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (22 NOTIFICATIONS) (CONTINUED)

AK958542 RESTRICTION PARTIALLY RELEASED AS REGARDS
CP/SP44999

- 6 DP1143513 EASEMENT TO DRAIN WATER 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1205403 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1214733 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1214733 EASEMENT FOR DRAINAGE OF WATER 5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1214733 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1214733 EASEMENT FOR REPAIRS 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1214733 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1214733 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1214733 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1214733 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1214733 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17 DP1214733 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18 DP1214733 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 DP270972 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE (S4) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 20 DP270972 RESTRICTION(S) ON THE USE OF LAND (DOC.1)
- 21 DP270972 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT (DOC.1)
- 22 DP270972 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT (DOC.1)

NOTATIONS

END OF PAGE 2 - CONTINUED OVER

SH2403067

PRINTED ON 14/3/2024

FOLIO: 1/270972

PAGE 3

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SH2403067

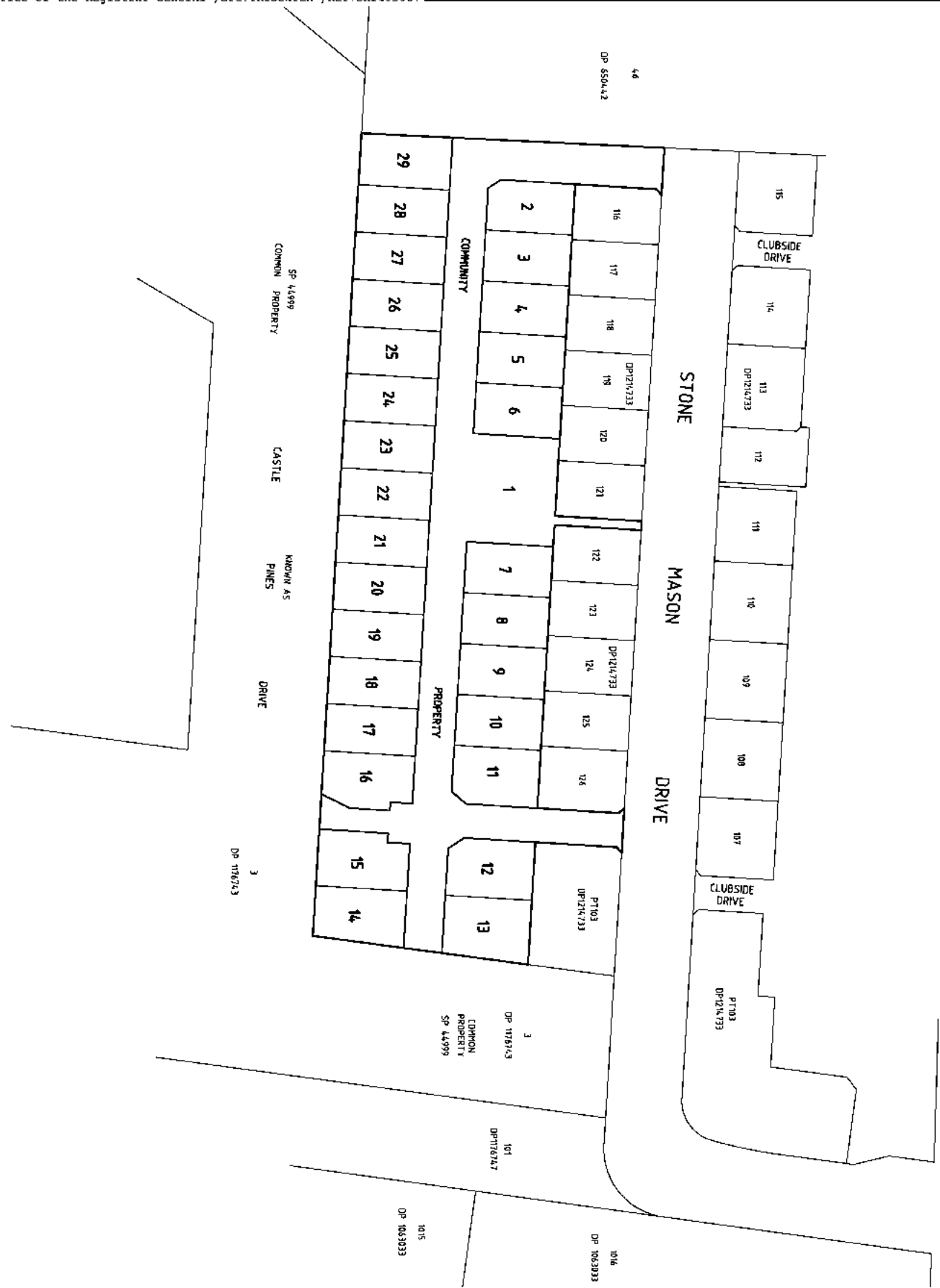
PRINTED ON 14/3/2024

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LOCATION DIAGRAM
SCALE 1:600

WINDSOR ROAD



THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERNS OF THE SCHEME. FOR THE LATEST INFORMATION PLEASE REFER TO THE SCHEME SHEETS SEEN BELOW

SCHEDULE OF CHANGES TO THE SCHEME

LOT NO	DETAILS	SHEET NO

Subdivision Certificate No: 11373	
Date: 22/12/2016	
Surveyor: ROBERT BERNARD GALLAGHER	
Surveyors Ref: 23180 SUBS	
REGISTERED: 28.1.2017	
COMMUNITY/PRECINCT/NEIGHBOURHOOD-PLAN	

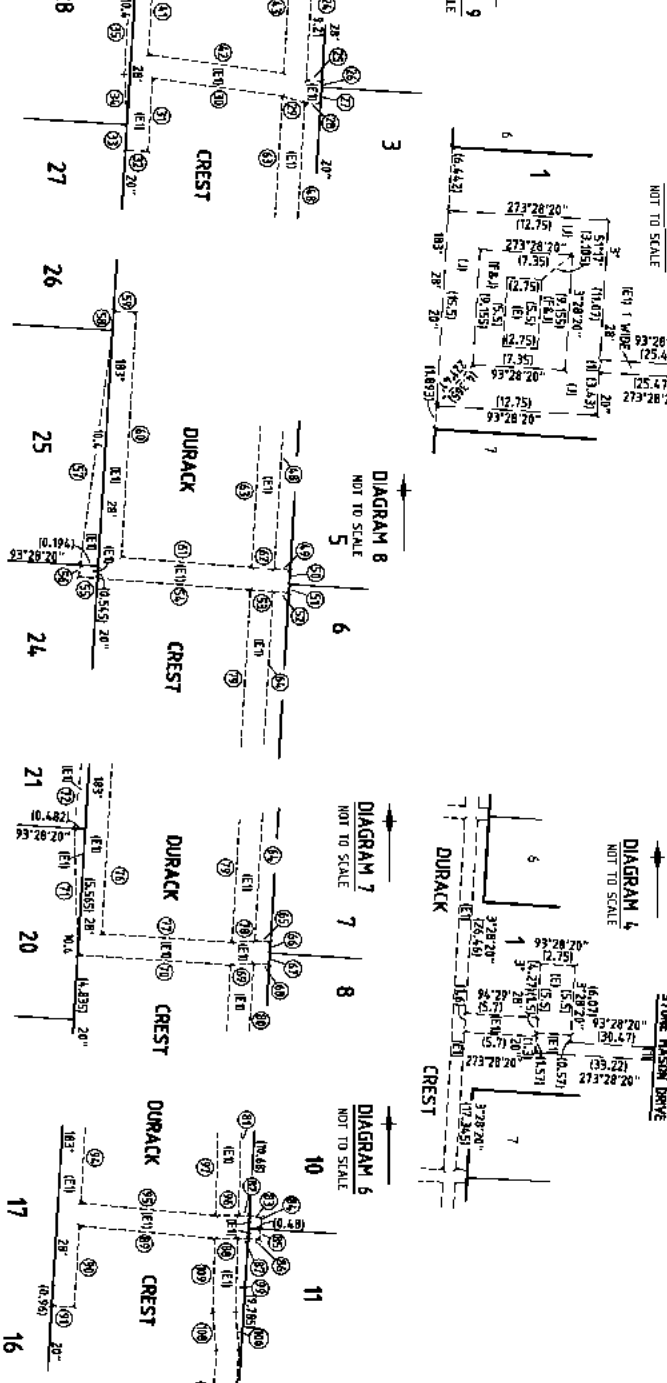
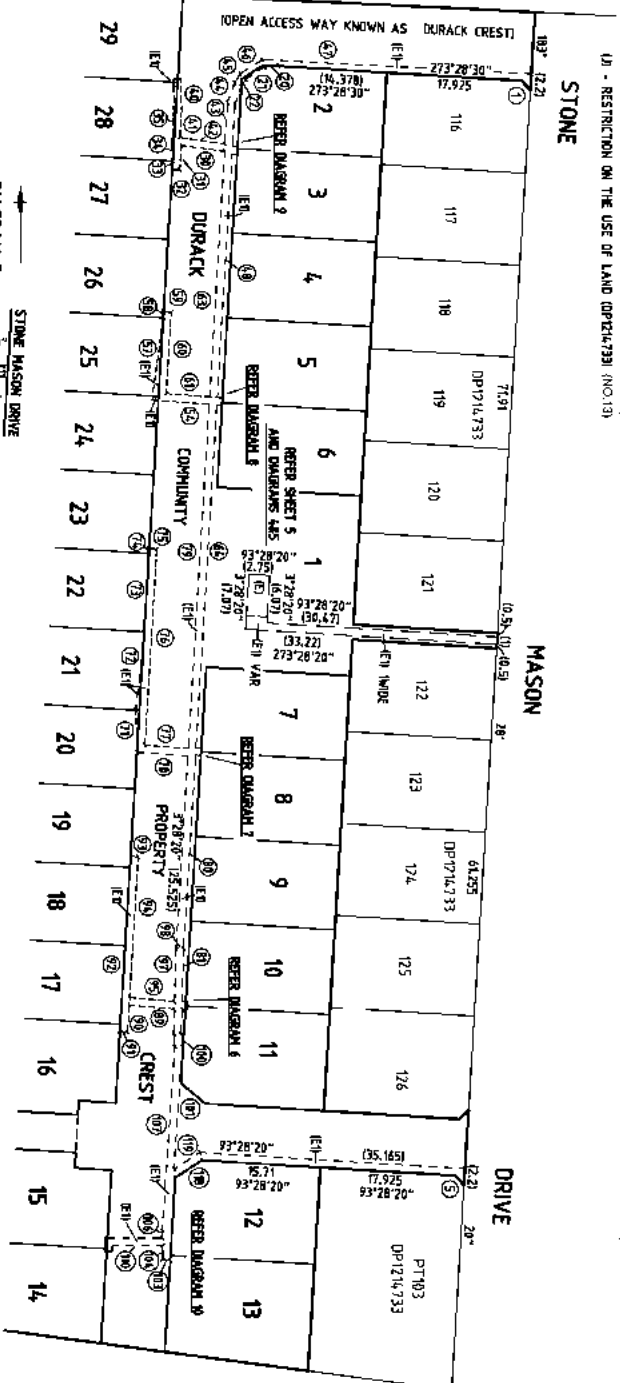
DP270972

DE - EASEMENT FOR PAVEMENT SUBSTATION 2.75 WIDE (DP1214733)
 DE - EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE WIDTH (DP1214733)
 EI - RESTRICTION ON THE USE OF LAND (DP1214733) (NO.12)
 LI - RESTRICTION ON THE USE OF LAND (DP1214733) (NO.13)

DETAIL PLAN
 SHEET 2 OF 3 SHEETS

MCA

NO.	BEARING	DIST.	NO.	BEARING	DIST.
1	130°28'20"	1.677	49	266°22'59"	1.0000
2	130°28'20"	1.697	70	273°46'50"	1.6751
3	130°28'20"	1.809	71	339°31'20"	1.5589
4	130°28'20"	1.2984	72	6°07'30"	10.431
5	130°28'20"	1.4384	73	378°28'20"	10.431
6	130°28'20"	1.4384	74	378°28'20"	10.431
7	130°28'20"	1.4384	75	378°28'20"	10.431
8	130°28'20"	1.4384	76	378°28'20"	12.6159
9	130°28'20"	1.4384	77	378°28'20"	12.6159
10	130°28'20"	1.4384	78	378°28'20"	11.0000
11	130°28'20"	1.4384	79	378°28'20"	14.5591
12	130°28'20"	1.4384	80	378°28'20"	14.5591
13	130°28'20"	1.4384	81	378°28'20"	14.5591
14	130°28'20"	1.4384	82	378°28'20"	14.5591
15	130°28'20"	1.4384	83	378°28'20"	14.5591
16	130°28'20"	1.4384	84	378°28'20"	14.5591
17	130°28'20"	1.4384	85	378°28'20"	14.5591
18	130°28'20"	1.4384	86	378°28'20"	14.5591
19	130°28'20"	1.4384	87	378°28'20"	14.5591
20	130°28'20"	1.4384	88	378°28'20"	14.5591
21	130°28'20"	1.4384	89	378°28'20"	14.5591
22	130°28'20"	1.4384	90	378°28'20"	14.5591
23	130°28'20"	1.4384	91	378°28'20"	14.5591
24	130°28'20"	1.4384	92	378°28'20"	14.5591
25	130°28'20"	1.4384	93	378°28'20"	14.5591
26	130°28'20"	1.4384	94	378°28'20"	14.5591
27	130°28'20"	1.4384	95	378°28'20"	14.5591
28	130°28'20"	1.4384	96	378°28'20"	14.5591
29	130°28'20"	1.4384	97	378°28'20"	14.5591
30	130°28'20"	1.4384	98	378°28'20"	14.5591
31	130°28'20"	1.4384	99	378°28'20"	14.5591
32	130°28'20"	1.4384	100	378°28'20"	14.5591



SCHEDULE OF BOUNDARY & EASEMENT LINKS

NO.	BEARING	DIST.	NO.	BEARING	DIST.
1	130°28'20"	1.677	49	266°22'59"	1.0000
2	130°28'20"	1.697	70	273°46'50"	1.6751
3	130°28'20"	1.809	71	339°31'20"	1.5589
4	130°28'20"	1.2984	72	6°07'30"	10.431
5	130°28'20"	1.4384	73	378°28'20"	10.431
6	130°28'20"	1.4384	74	378°28'20"	10.431
7	130°28'20"	1.4384	75	378°28'20"	10.431
8	130°28'20"	1.4384	76	378°28'20"	12.6159
9	130°28'20"	1.4384	77	378°28'20"	12.6159
10	130°28'20"	1.4384	78	378°28'20"	11.0000
11	130°28'20"	1.4384	79	378°28'20"	14.5591
12	130°28'20"	1.4384	80	378°28'20"	14.5591
13	130°28'20"	1.4384	81	378°28'20"	14.5591
14	130°28'20"	1.4384	82	378°28'20"	14.5591
15	130°28'20"	1.4384	83	378°28'20"	14.5591
16	130°28'20"	1.4384	84	378°28'20"	14.5591
17	130°28'20"	1.4384	85	378°28'20"	14.5591
18	130°28'20"	1.4384	86	378°28'20"	14.5591
19	130°28'20"	1.4384	87	378°28'20"	14.5591
20	130°28'20"	1.4384	88	378°28'20"	14.5591
21	130°28'20"	1.4384	89	378°28'20"	14.5591
22	130°28'20"	1.4384	90	378°28'20"	14.5591
23	130°28'20"	1.4384	91	378°28'20"	14.5591
24	130°28'20"	1.4384	92	378°28'20"	14.5591
25	130°28'20"	1.4384	93	378°28'20"	14.5591
26	130°28'20"	1.4384	94	378°28'20"	14.5591
27	130°28'20"	1.4384	95	378°28'20"	14.5591
28	130°28'20"	1.4384	96	378°28'20"	14.5591
29	130°28'20"	1.4384	97	378°28'20"	14.5591
30	130°28'20"	1.4384	98	378°28'20"	14.5591
31	130°28'20"	1.4384	99	378°28'20"	14.5591
32	130°28'20"	1.4384	100	378°28'20"	14.5591

Surveyor: ROBERT BERNARD CALLAGHER
 Date of Survey: 20/6/16
 Surveyor's Ref: 23180 SUB3

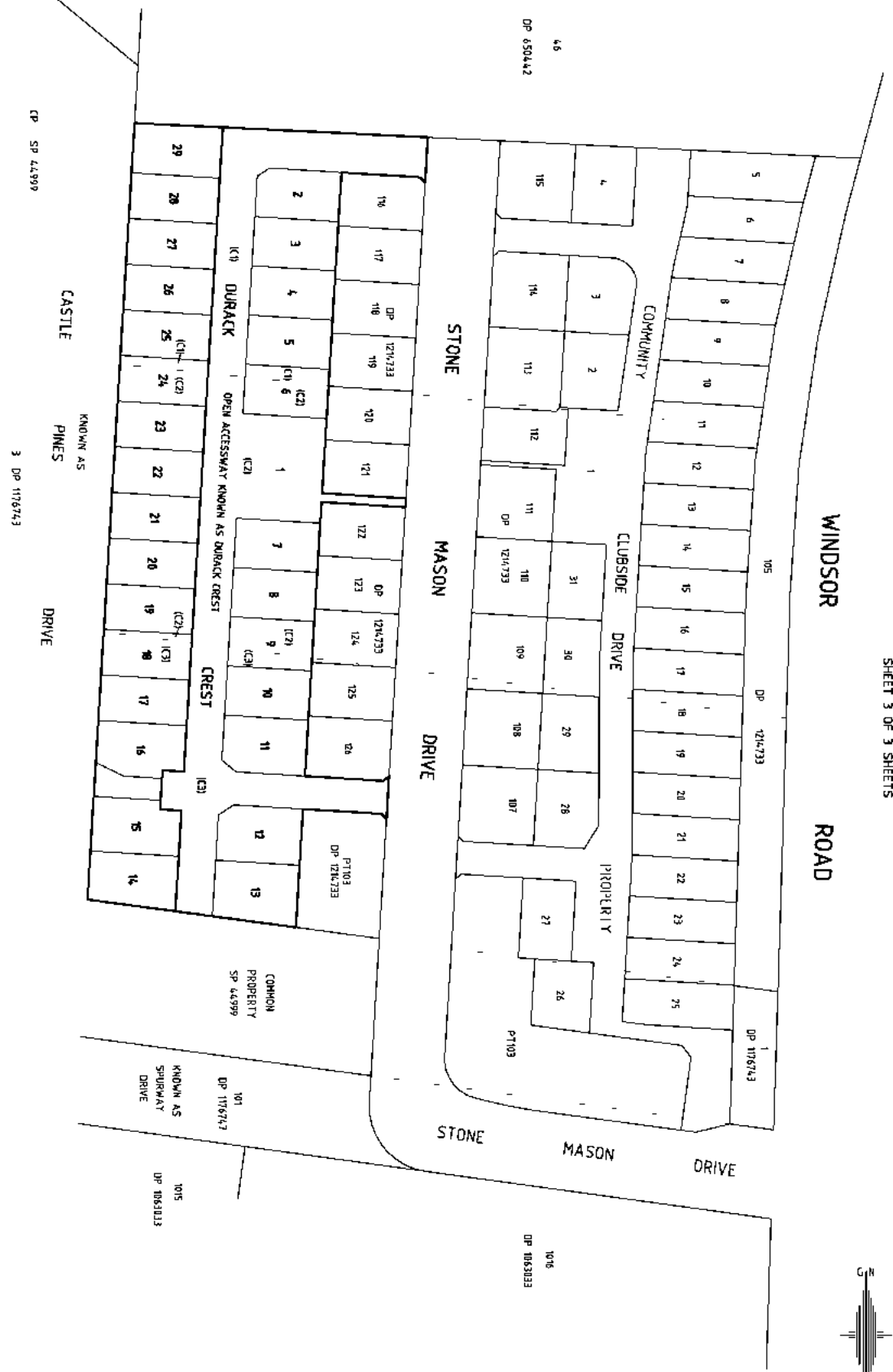
PLAN OF:
 SUBDIVISION OF LOT 104 DP1214733

LGA: THE HILLS SHIRE
 Locality: BAULKHAM HILLS
 Subdivision No: 11373
 Lengths are in metres. Reduction Ratio: 1:500

Registered
 25.1.2017

DP270972

DETAIL PLAN
SHEET 3 OF 3 SHEETS



(C1) - GOVERNMENT BK2394 NO.831
(C2) - GOVERNMENT BK2399 NO.434
(C3) - GOVERNMENT BK2395 NO.209

18 DP1240327

CP SP 44399

3 DP 1176743

Surveyor: ROBERT BERNARD GALLAGHER
Date of Survey: 20/6/16
Surveyor's Ref: 23180 SUB3

PLAN OF:
SUBDIVISION OF LOT 104 DP124733

LGA: THE HILLS SHIRE
Locality: BAULKHAM HILLS
Subdivision No: 11373
Lengths are in metres. Reduction Ratio: 1:500

Registered
25.1.2017

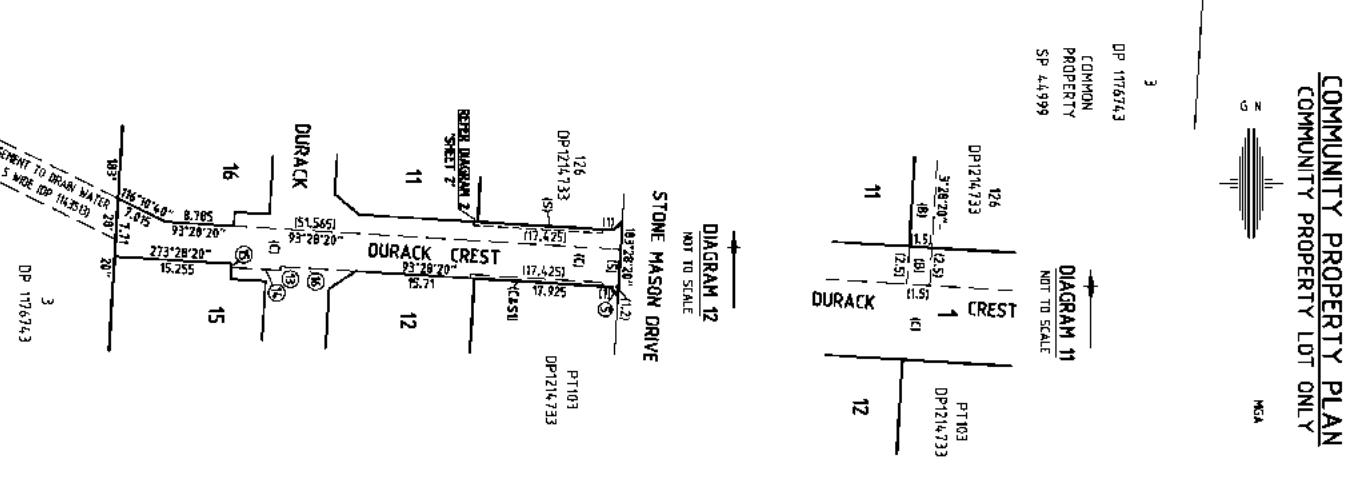
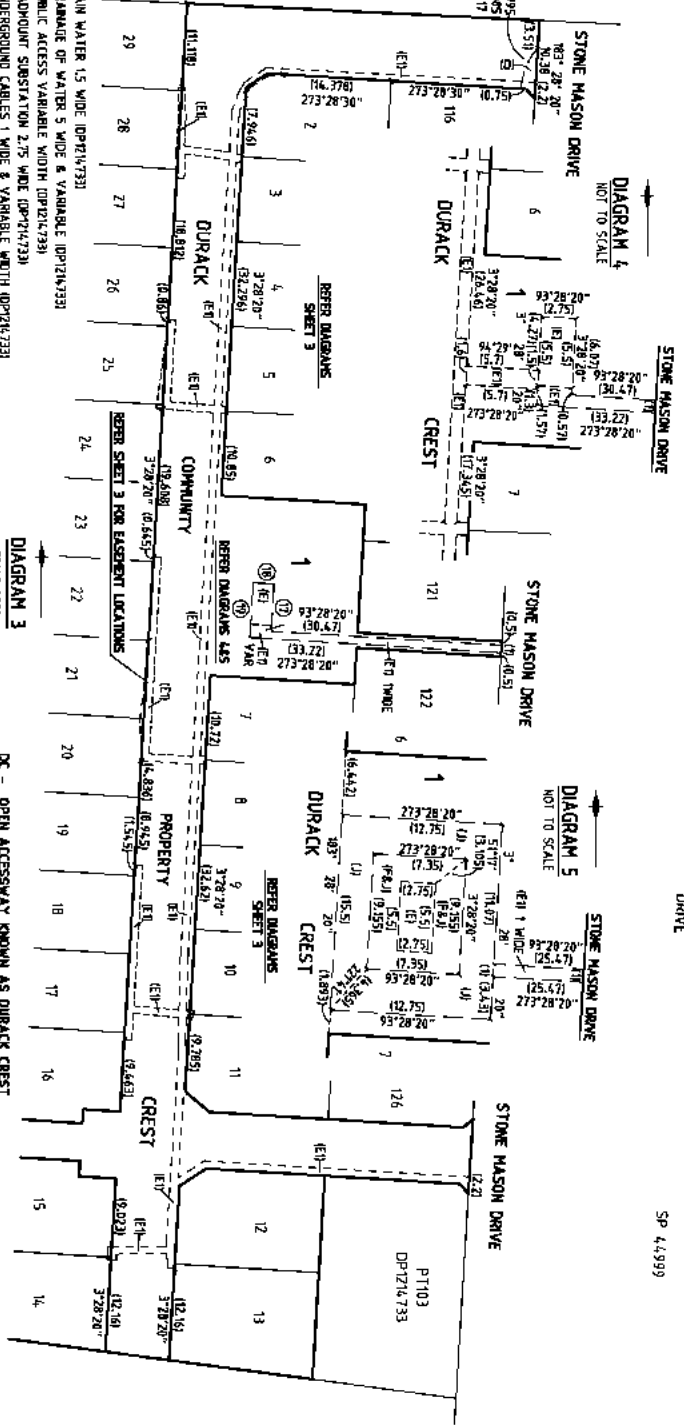
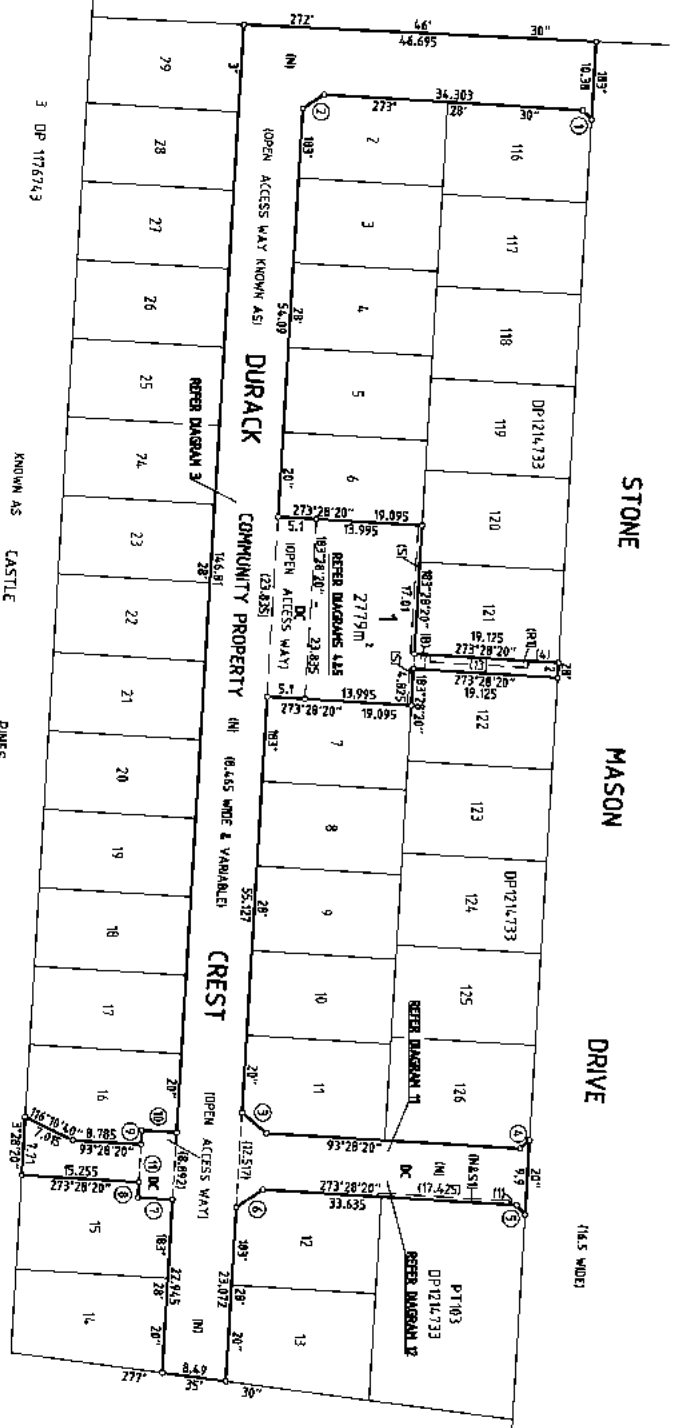
DP270972

0 20 40 60 80 100 120 140 160

Scale of mm

SCHEDULE OF SHORT GOY AND EASEMENT LINES

NO.	BEARING	DISTANCE
1	138°28'20"	1.697
2	57°01'	3.38
3	130°00'	4.215
4	48°28'20"	1.697
5	138°28'20"	1.697
6	234°55'40"	4.215
7	93°28'20"	4.817
8	183°28'20"	1.895
9	378°28'20"	4.817
10	93°28'20"	4.817
11	183°28'20"	0.51
12	378°28'20"	0.51
13	93°28'20"	0.51
14	183°28'20"	0.51
15	183°28'20"	0.51
16	273°28'20"	0.51
17	378°28'20"	0.51
18	93°28'20"	0.51
19	378°28'20"	17.017



- (B) - EASEMENT TO DRAIN WATER 1/5 WIDE (DP124733)
- (C) - EASEMENT FOR DRAINAGE OF WATER 5 WIDE & VARIABLE (DP124733)
- (D) - EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (DP124733)
- (E) - EASEMENT FOR PADMOUNT SUBSTITUTION 2.75 WIDE (DP124733)
- (F) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (DP124733)
- (G) - RESTRICTION ON THE USE OF LAND (DP124733) (NO. 13)
- (H) - RIGHT OF ACCESS VARIABLE WIDTH (DP124733)
- (I) - EASEMENT FOR REPAIRS 0.5 WIDE (DP124733)
- (J) - EASEMENT FOR SUPPORT 0.5 WIDE (DP124733) (NO. 16)
- (K) - EASEMENT FOR SUPPORT 0.5 WIDE (DP124733) (NO. 18)

Surveyor: ROBERT BERNARD GALLAGHER
 Date of Survey: 20/6/16
 Surveyor's Ref: 23180 SUB3

PLAN OF:
 SUBDIVISION OF LOT 104 DP124733

LGA: THE HILLS SHIRE
 Locality: BAULKHAM HILLS
 Subdivision No: 11373
 Lengths are in metres. Reduction Ratio: 1:500

Registered
 25.1.2017

DP270972


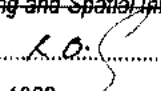

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

<p>Registered:  25.1.2017 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="text-align: center;">DP270972</h1> <p style="text-align: right;">(DOC.A)</p>
<p>PLAN OF SUBDIVISION OF LOT 104 DP 1214733</p>	<p>LGA: THE HILLS SHIRE</p> <p>Locality: BAULKHAM HILLS</p> <p>Parish: CASTLE HILL</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, ROBERT BERNARD GALLAGHER of PROUST & GARDNER CONSULTING PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>* (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 20/6/16</p> <p>* (b) The part of the land shown in the plan ("being" excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>* (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 26/10/16</p> <p>Surveyor ID: 1082</p> <p>Datum Line: 'X' 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>*Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>BENJAMIN HAWKINS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: The Hills Shire Council</p> <p>Date of endorsement: <u>22.12.16</u></p> <p>Subdivision Certificate number: <u>11873</u></p> <p>File number: 1374/2011/JP (Stage 3), <u>63.17.SC</u></p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1214733 DP650442 SP44999 DP1063033</p> <p>DP 1176743 DP27091 DP1143901</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 23180 SUB3</p>


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:  25.1.2017 Office Use Only

PLAN OF SUBDIVISION OF LOT 104 DP 1214733

DP270972

(DOC.A)

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

Subdivision Certificate number: 11373
Date of Endorsement: 22.12.16

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

1. EASEMENT FOR REPAIRS 0.9 WIDE (R)
2. EASEMENT FOR SUPPORT 0.5 WIDE (S4)
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. POSITIVE COVENANT
9. POSITIVE COVENANT
10. POSITIVE COVENANT


If space is insufficient use additional annexure sheet

Surveyor's Reference: 23180 SUB3

PLAN FORM 6D (2016)(Community annexure) WARNING: Creasing or folding will lead to rejection

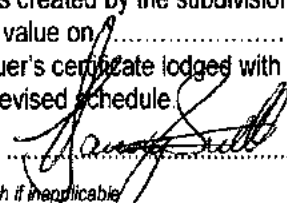
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  25.1.2017</p> <p>PLAN OF SUBDIVISION OF LOT 104 DP 1214733</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP270972</p> <p style="text-align: right;">(DOC.A)</p>
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<p>Subdivision Certificate number: <u>11373</u></p> <p>Date of endorsement: <u>22.12.16</u></p>	<p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p>
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<p style="text-align: center;">Name of Development (Optional)</p> <p style="text-align: center;">Le Windsor Community (West – Stage 3)</p>	<p style="text-align: center;">Address for Service of Notices</p> <p>Netstrata PO Box 265 Hurstville BC NSW 1481</p>
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<p style="text-align: center;">WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i>. Any changes will be recorded in a replacement schedule.</p> <p style="text-align: center;">UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^</p> <p><small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small></p>	<p style="text-align: center;">VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, <u>Danny Sukkar</u> of <u>PROPERTY LOGIC.COM</u> being a qualified valuer, as defined in the <i>Community Land Development Act 1989</i>, certify that;</p> <p>(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ <u>6/09/2016</u></p> <p>(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature:  Dated: <u>20/9/2016</u></p> <p><small>* Strike through if inapplicable ^ Insert date of valuation</small></p>
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INITIAL SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENTS	SUBDIVISION
1	COMMUNITY PROPERTY	
2	35	
3	35	
4	35	
5	35	
6	35	
7	35	
8	35	
9	35	
10	35	
11	39	
12	39	
13	42	
14	39	
15	40	

LOT	UNIT ENTITLEMENTS	SUBDIVISION
16	39	
17	34	
18	34	
19	34	
20	34	
21	34	
22	34	
23	34	
24	34	
25	34	
26	34	
27	34	
28	34	
29	39	
Total	1000	

If space is insufficient use annexure sheet -- Plan Form 6A


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:  25.1.2017 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 104 DP 1214733

DP270972

(DOC.A)

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

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

Subdivision Certificate number: 11373

Date of Endorsement: 22.12.16

STREET ADDRESSES


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	1-32	DURACK	CREST	BAULKHAM HILLS
2	23	DURACK	CREST	BAULKHAM HILLS
3	21	DURACK	CREST	BAULKHAM HILLS
4	19	DURACK	CREST	BAULKHAM HILLS
5	17	DURACK	CREST	BAULKHAM HILLS
6	15	DURACK	CREST	BAULKHAM HILLS
7	13	DURACK	CREST	BAULKHAM HILLS
8	11	DURACK	CREST	BAULKHAM HILLS
9	9	DURACK	CREST	BAULKHAM HILLS
10	7	DURACK	CREST	BAULKHAM HILLS
11	5	DURACK	CREST	BAULKHAM HILLS
12	3	DURACK	CREST	BAULKHAM HILLS
13	1	DURACK	CREST	BAULKHAM HILLS
14	2	DURACK	CREST	BAULKHAM HILLS
15	4	DURACK	CREST	BAULKHAM HILLS
16	6	DURACK	CREST	BAULKHAM HILLS
17	8	DURACK	CREST	BAULKHAM HILLS
18	10	DURACK	CREST	BAULKHAM HILLS
19	12	DURACK	CREST	BAULKHAM HILLS
20	14	DURACK	CREST	BAULKHAM HILLS
21	16	DURACK	CREST	BAULKHAM HILLS
22	18	DURACK	CREST	BAULKHAM HILLS
23	20	DURACK	CREST	BAULKHAM HILLS
24	22	DURACK	CREST	BAULKHAM HILLS
25	24	DURACK	CREST	BAULKHAM HILLS
26	26	DURACK	CREST	BAULKHAM HILLS
27	28	DURACK	CREST	BAULKHAM HILLS
28	30	DURACK	CREST	BAULKHAM HILLS
29	32	DURACK	CREST	BAULKHAM HILLS

if space is insufficient use additional annexure sheet

Surveyor's Reference: 23180 SUB3

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Office Use Only
Registered:  25.1.2017

Office Use Only
PLAN OF SUBDIVISION OF LOT 104 DP 1214733

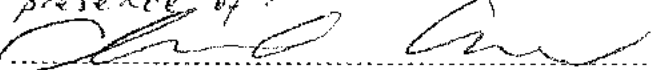
Office Use Only
DP270972
(DOC.A)

Subdivision Certificate number: 11373
Date of Endorsement: 22.12.16

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

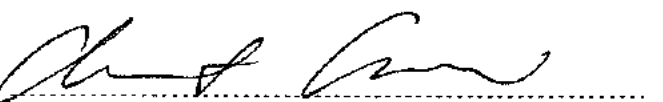
SIGNATURES

on behalf of
Executed ~~by~~ Harman & Silverstone Project Pty Limited (ACN 166 405 170) in accordance with Section 127(1) of the Corporations Act 2001 (Cwth) by authority of its directors. *By its attorney under power of attorney registered book 4717 number 568 in the presence of:*


Signature of Director

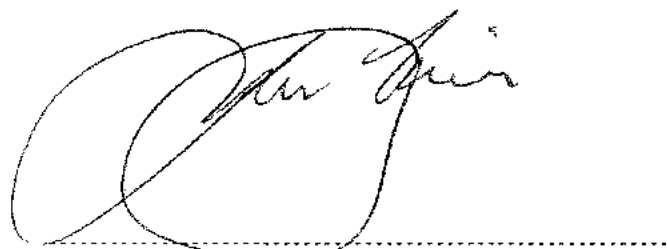
Witness
Clement Wei-Ren Chew
Solicitor
Denions Australia
Name of Director in full *Print name*
77 Castlereagh Street
SYDNEY NSW 2000

Signed on behalf of Perpetual Corporate Trust Limited (ABN 99 000 341 533) by its Attorney pursuant to Power of Attorney Book 4676 Number 134 in the presence of:


Signature of Witness


Clement Chew
Name of Witness in full

77 Castlereagh Street
Address of Witness *Sydney NSW 2000*



Signature of Director/Company Secretary
Attorney

John Arthur Grumble
Name of Director/Company Secretary in full
Print name


Signature of Attorney

Trent Franklin
Name of Attorney in full **Manager Custody**

L18, 123 PITT ST
Address of Attorney **SYDNEY**

If space is insufficient use additional annexure sheet

DP270972

COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

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

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	25.1.2017	5	10

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED
(INCLUDING COVER SHEET)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
 LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
 88B CONVEYANCING ACT 1919.**

ePlan (DOC.1)
 Sheet 1 of 10 Sheets

Plan: DP270972

Plan of Subdivision of
 Lot 104 DP1214733

Covered by Subdivision
 Certificate No. 11373, 22.12.16

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

Harman & Silverstone Project Pty Limited
 Suite 603, 151 Castlereagh Street
 Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for Repairs 0.9 wide (R)	3 4 5 6 8 9 10 11 13	2 3 4 5 7 8 9 10 12
2	Easement for Support 0.5 wide (S4)	2 11	1 1
3	Restriction on the Use of Land	2-29 incl.	The Hills Shire Council

Plan: **DP270972**

Plan of Subdivision of
Lot 104 DP1214733

Covered by Subdivision
Certificate No. 11373, 22.12.16

PART 1 (cont'd)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
4	Restriction on the Use of Land	11,12,15,16.	The Hills Shire Council
5	Restriction on the Use of Land	2-29 incl.	The Hills Shire Council
6	Restriction on the Use of Land	2-29 incl.	The Hills Shire Council
7	Restriction on the Use of Land	1	The Hills Shire Council
8	Positive Covenant	1	The Hills Shire Council
9	Positive Covenant	1	The Hills Shire Council
10	Positive Covenant	12-15 incl.	The Hills Shire Council

Plan: **DP270972**

Plan of Subdivision of
Lot 104 DP1214733

Covered by Subdivision
Certificate No. 11373, 22.12.16

Part 2 (Terms)

Terms of Easement for Repairs (R) firstly referred to in the abovementioned plan:

Terms of Easement for Repairs as per Part 5 Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

1. The grant of this easement is made subject to the existence of, and the right of the owner of the lot burdened to construct eaves and guttering from the structure on the lot burdened, that overhang the site of the easement.
2. The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate at the entrance to the site of the easement from the front of the building structure on the lot burdened.

Terms of Easement for Support (S4) secondly referred to in the abovementioned plan:

1. The owner of the lot benefited may:
 - 1.1 construct or maintain on the lot burdened, but only within the site of this easement, whatever retaining wall or footing, is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and
 - 1.2 do anything reasonably necessary for that purpose, including:
 - a) entering the lot burdened; and
 - b) taking anything on to the lot burdened,
 - c) carrying out work
2. The owner of the lot burdened must not:
 - 2.1 interfere with the retaining wall or the support it offers, or
 - 2.2 use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.
3. If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness, the owner of the lot benefited may serve no less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

ePlan (DOC.1)

Sheet 4 of 10 Sheets

Plan: **DP270972**

Plan of Subdivision of
Lot 104 DP1214733

Covered by Subdivision
Certificate No. 11373, 22.12.16

Part 2 (cont'd)

4. In exercising those powers, the owner of the lot having the benefit of this easement must:
 - 4.1 ensure all work is done properly, and
 - 4.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - 4.3 cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - 4.4 restore the lot burdened as nearly as is practicable to its former condition, and
 - 4.5 make good any collateral damage.

Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan:

No dwelling shall be constructed on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 3000 litres in accordance with the requirements of The Hills Shire Council.

Terms of Restriction on the Use of Land fourthly referred to in the abovementioned plan:

No dwelling house or other structure shall be constructed on the lot(s) hereby burdened with a finished floor level below the approved finished floor level(s) shown on the stamped approved plans for DA 1374/2011/JP (as amended).

Terms of Restriction on the Use of Land fifthly referred to in the abovementioned plan:

The registered proprietor shall not make or permit or suffer the making of any alterations or additions to the residential accommodation (including, but not limited to, individual units within a residential flat building or multi dwelling housing development) which is, or shall be, constructed on the lot(s) burdened that will result in the creation of additional bedrooms.

The number of bedrooms within each dwelling / unit is shown on the plans / details approved by the Joint Regional Planning Panel as Development Consent DA 1374/2011/JP (as amended), a copy of which is held at Council.

Terms of Restriction on the Use of Land sixthly referred to in the abovementioned plan:

No development shall be permitted on the lot(s) hereby burdened except for development in accordance with Development Consent DA 1374/2011/JP (as amended) issued by the Joint Regional Planning Panel dated 15 December 2011.

ePlan (DOC.1)

Sheet 5 of 10 Sheets

Plan: **DP270972**

Plan of Subdivision of
Lot 104 DP1214733

Covered by Subdivision
Certificate No. 11373, 22.12.16

Part 2 (cont'd)

Terms of Restriction on the Use of Land seventhly referred to in the abovementioned plan:

The registered proprietor shall not make or permit or suffer the making of any alterations to any stormwater treatment measures / water sensitive urban design elements which is, or shall be constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.

The expression "stormwater treatment measures/ water sensitive urban design elements" means the infiltration systems, porous pavement, sediment basins, bio-retention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/ buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/ oil arrestors or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/ water sensitive urban design elements.

Terms of Positive Covenant eighthly referred to in the abovementioned plan:

1. The registered proprietor(s) covenant as follows with the Council benefited in respect to the stormwater treatment measures / water sensitive urban design elements constructed and / or installed on the lot(s), that they will:
 - (a) Keep the stormwater treatment measures / water sensitive urban design elements clean and free from silt, rubbish and debris.
 - (b) Maintain and repair the stormwater treatment measures/ water sensitive urban design elements at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner.
 - (c) For the purposes of ensuring observance of this covenant, permit The Hills Shire Council to enter the land and inspect the condition of the stormwater treatment measures / water sensitive urban design elements and the state of construction, maintenance or repair of the stormwater treatment measures/ water sensitive urban design elements, for compliance with the requirements of this covenant.
 - (d) Notify Council after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such works within the time stated in the notice, to ensure the proper and efficient performance of the stormwater treatment measures / water sensitive urban design elements and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.

ePlan (DOC.1)

Sheet 6 of 10 Sheets

Plan: **DP270972**

Plan of Subdivision of
Lot 104 DP1214733

Covered by Subdivision
Certificate No. 11373, 22.12.16

Part 2 (cont'd)

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

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

Terms of Positive Covenant ninthly referred to in the abovementioned plan:

1. In this covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:

Prescribed Authority means The Hills Shire Council and any local government Council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 NSW which may be responsible for the removal of Waste from the land burdened.

Contractor means any entity engaged by the Prescribed Authority to remove waste from the land burdened and any subcontractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.

Owners Corporation means an owners corporation as defined in the Strata Schemes Management Act 1996 NSW or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 NSW, as the case may be.

ePlan (DOC.1)

Sheet 7 of 10 Sheets

Plan: **DP270972**

Plan of Subdivision of
Lot 104 DP1214733

Covered by Subdivision
Certificate No. 11373, 22.12.16

Part 2 (cont'd)

Waste includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the land burdened (or where such proprietor is an Owners Corporation, the registered proprietor of any lot in that scheme) leaves out for collection (whether in bins or otherwise) by the Prescribed Authority or the Contractor.

2. The registered proprietor of the land burdened must permit the Prescribed Authority and the Contractor to enter upon the land burdened with or without vehicles for the purpose of the removal of Waste and to remain upon such land for a reasonable time for the purpose of such removal.
3. The registered proprietor of the land burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the land burdened as a result of the Prescribed Authority or the Contractor exercising the rights set in Clause 2.
4. The registered proprietor of the land burdened indemnifies the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be.

Terms of Positive Covenant tenthly referred to in the abovementioned plan:

The registered proprietor of Lots 12, 13, 14 and 15 hereby burdened must present their garbage bins at Durack Crest in the approved waste collection area fronting Lot 11 for collection complying with the requirements of The Hills Shire Council.

ePlan (DOC.1)

Sheet 8 of 10 Sheets

Plan: **DP270972**

Plan of Subdivision of
Lot 104 DP1214733

Covered by Subdivision
Certificate No. 11373, 22.12.16

Part 2 (cont'd)

Name of person/s empowered to release, vary or modify the terms of the Easements firstly and secondly referred to in the abovementioned plan:

The registered proprietor/s of the benefited lot/s.

Name of authority empowered to release, vary or modify the terms of the Restrictions on the Use of Land thirdly, fourthly, fifthly, sixthly and seventhly and Positive Covenant eighthly, ninthly and tenthly referred to in the abovementioned plan:

The Hills Shire Council

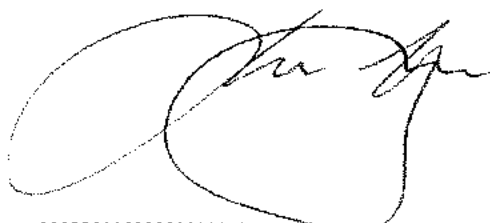
Plan: **DP270972**

Plan of Subdivision of
Lot 104 DP1214733

Covered by Subdivision
Certificate No. 11373, 22.12.16

SIGNATURES AND SEALS

on behalf of
Executed ~~by~~ Harman & Silverstone Project
Pty Limited (ACN 166 405 170) in
accordance with ~~Section 127(1)~~ of the
Corporations Act 2001 (Cwth) ~~by authority of~~
~~its directors~~. *By its attorney under power
of attorney registered book 4917
number 566 in the presence of*



[Handwritten signature]

Signature of Director *Witness*

Signature of Director/Company Secretary
Attorney

Name of Director *Clement Wai-Ren Chew
Solicitor
in Billions Australia
77 Castlereagh Street
SYDNEY NSW 2000*

John Arthur Grumble

Name of Director/Company Secretary in full
Print name

Signed on behalf of Perpetual Corporate
Trust Limited (ABN 99 000 341 533) by its
Attorney pursuant to Power of Attorney Book
4676 Number 134 in the presence of:

[Handwritten signature]

Signature of Witness

[Handwritten signature]

Signature of Attorney

Clement Chew

Name of Witness in full

Name of Attorney in full *Trent Franklin
Manager Custody*

*77 Castlereagh Street
Sydney NSW
2006*

Address of Witness

Address of Attorney *L18, 123 PITT ST
SYDNEY*

[Handwritten mark]

Plan: **DP270972**

Plan of Subdivision of
Lot 104 DP1214733

Covered by Subdivision
Certificate No.

SIGNATURES AND SEALS

Signed on behalf of the Hills Shire Council
by its authorised delegate pursuant to s.377
Local Government Act 1993

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



.....
Signature of delegate



.....
Signature of witness

Benjamin Hawkins.
.....

Name of delegate

Rachel Braithwaite
.....

Name of witness

C/- The Hills Shire Council
3 Columbia Court
Baulkham Hills NSW



.....
Signature of Authorised Person, The Hills Shire Council

Benjamin Hawkins
.....

Name of Authorised Person, The Hills Shire Council

Conveyance

Reg. No. <i>857</i>	Book <i>2304</i>	Not liable to fine E.T. Woods Commissioner of Stamp Duties	New South Wales Stamp Duty £1.5.0 H15 9 54 H
Ad Valorem Duty Paid £8.0.0			
Stamp Duties Office			

21 10-0
28 SEP 1954

THIS DEED made the eleventh day of August one thousand nine hundred and fifty three BETWEEN ARTHUR WILLIAM BUCKLEY of Arncliffe in the State of New South Wales Freeholder (hereinafter called the Vendor) of the first part KEITH RONALD LOVETT of 90 French Street Maroubra in the said State Company Director (hereinafter called the Directing Party) of the second part and FRANCES HARRIET LOVETT wife of the said Keith Ronald Lovett AND ROY DAVID MACKAY of 90 French Street Maroubra aforesaid Preparator (hereinafter called the Purchasers) of the third part WHEREAS the Vendor is seised for an estate in fee simple in possession free from encumbrances of the land hereinafter described and hereby conveyed and has entered into a contract with the Directing Party and the said Roy David MacKay for the absolute sale thereof to them at the price of Eight hundred pounds (£800:0:0) AND WHEREAS the Directing Party was named in the said contract as one of the purchasers of the said land by inadvertance his wife the said Frances Harriet Lovett being the real purchaser of the said land with the said Roy David MacKay and she having paid her proper proportion of the monies payable to the Vendor to complete the said contract as the said Directing Party testified by his execution of these presents DOTH NOW HEREBY DECLARE AND ADMIT NOW THIS DEED WITNESSETH that in pursuance and in consideration of the premises and in further consideration of the said sum of Eight hundred pounds (£800:0:0) now paid by the Purchasers in equal shares to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner with the consent and by the direction of the Directing Party testified by his execution hereof DOTH HEREBY CONVEY as does also the Directing Party as to all his estate right title and interest in and to the said land unto the Purchasers in fee simple as tenants in common in equal shares ALL THAT piece or parcel of land situate at Baulkham Hills in the Shire of Baulkham Hills Parish of Castle Hill County of Cumberland and State of New South Wales containing by admeasurement 2 acres 2 roods 1½ perches a little more or less being Lot 47 of registered plan No. 1439 COMMENCING at a point on the north western side of New Windsor Road at the north eastern corner of Lot 48 of the said Registered Plan and bounded thence on the south east by part of the said north western side of New Windsor Road being lines bearing successively 8 degrees 9 minutes for 150 feet and 13 degrees 55 minutes for 66 feet 3½ inches to the south eastern corner of Lot 46 of the said Registered Plan thence towards the north by the most southern boundary of the said Lot 46 bearing 264 degrees 49 minutes 10 seconds for 590 feet ¾ inches thence towards the west by a line bearing 175 degrees 30 minutes 30 seconds for 180 feet to the north western corner of the said Lot 48 thence towards the south by the most northern boundary of the said Lot 48 bearing 87 degrees 52 minutes 30 seconds for 536 feet 11 inches to the point of commencement be the said and several dimensions hereinbefore mentioned all a little more or less AND the Vendor as Covenantor HEREBY COVENANTS with the Purchasers and each of them as Covenantees for the production of the deeds and documents mentioned in the Schedule hereto AND the Purchasers and each of them HEREBY COVENANT with the Vendor for the benefit of the adjoining land comprising the residue of the lands in Conveyance Registered No. 21 Book 2126 but only during the ownership thereof by the Vendor his executors administrators and assigns other than purchasers on sale that no fence shall be erected on the land hereby conveyed to divide it from such adjoining lands without the consent of the Vendor his executor administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Vendor his executors administrators or assigns and in favour of any person dealing with the Purchasers or their or either of their assigns such consent shall be deemed to have been given in respect of every fence for the time being erected AND the Purchasers and each of them hereby further covenant with the Vendor that no building shall be erected on the said Lot 47 within a distance of 100 feet from the existing alignment of New Windsor Road aforesaid and that not more than one main building shall be erected on the said Lot 47 and that when erected such main building shall be used and occupied only as a private residence and shall be of an estimated value of not less than £2000: 0: 0 as supported by the Certificate of a qualified Architect and that with respect to the construction of every building which may be erected on the said Lot 47 the same shall be roofed entirely with slates or tiles and the external walls thereof shall be of brick and/or stone and/or concrete and/or timber but in the case of timber then only of a kind which the Vendor upon the application of the Purchasers or either of them and at their expense or at the expense of either of them may from time to time in writing approve AND the Purchasers and each of them hereby further covenant with the Vendor that no trade or business of any kind or nature whatsoever shall be conducted or carried on upon the said Lot 47 or any part thereof or in or upon any building that may be erected thereon And the lands to which the foregoing covenants and each of them are appurtenant are the lands comprised in

Roy D. Mackay

L. 4
Ab

Conveyance Registered No. 21 Book 2126 other than the land hereby conveyed thereout the land subject to the burden of the said covenants in the land hereby conveyed and the persons by whom or with whose consent the said covenants may be released varied or modified are the Vendor his executors or administrators.

IN WITNESS WHEREOF the Vendor has hereunto subscribed his name and affixed his seal

THE SCHEDULE HEREINBEFORE REFERRED TO

- 1875 September 3 CONVEYANCE George Banks Suttor and Jane Suttor to Edward Hart Acres Registered No. 411 Book 153.
- 1886 November 11 MORTGAGE Edward Hart Acres to John Booth Jones and Charles Smith Jones Registered No. 944 Book 352.
- 1900 August 21 TRANSFER OF MORTGAGE John Booth Jones and Charles Smith Jones to Rowland Hassall Registered No. 383 Book 671.
- 1905 August 23 CONVEYANCE Rowland George Hassall to Edward Henry Pearce Registered No. 275 Book 787.
- 1929 February 29 CONVEYANCE Edward William Charles Archdall Pearce and William Thomas Louis Archdall Pearce 1st Part the said William Thomas Louis Archdall Pearce 2nd Part and Kathleen Georgina Acres 3rd Part Registered No. 818 Book 1504.
- 1950 April 3 CONVEYANCE Kathleen Georgina Pigott to Arthur William Buckley Registered No. 21 Book 2126.
- 1953 April 23 STATUTORY DECLARATION of Geoffrey Adrian as to identity of Kathleen Georgina Pigott with marriage certificate annexed

SIGNED SEALED AND DELIVERED
by the said ARTHUR WILLIAM
BUCKLEY in the presence of: }
T. Graham Gilder } A.W. Buckley
Solr Sydney }

SIGNED SEALED AND DELIVERED
by the said ROY DAVID MACKAY
in the presence of: }
Francis J. Beeman } Roy D MacKay
15 High St Manly }
Artist }

SIGNED SEALED AND DELIVERED
by the said KEITH RONALD
LOVETT in the presence of: }
R. Ward School Teacher } K.R. Lovett
92 French St Maroubra }

SIGNED SEALED AND DELIVERED
by the said FRANCES HARRIET
LOVETT in the presence of: }
F.B. Kenny } Frances H. Lovett
Law Clerk }
Sydney }

I *John Wilson* Clerk to R.A.O. Martin of 129 Pitt Street Sydney Solicitor being duly sworn make oath and say as follows:-
The writing contained above and on the preceding page has been examined and compared by me with the original Conveyance and it is a true copy thereof.

SWORN by the deponent on the
29th day of *September* One
thousand nine hundred and
fifty four before me:

John Wilson
L. Gualster
DEPUTY REGISTRAR

RECEIVED into the office for the Registration of Deeds at Sydney this
29th day of *September* One thousand nine hundred and fifty four
at *fifty four* minutes past *two* o'clock in the *after* noon from *John*
Wilson Clerk to R.A.O. Martin of 129 Pitt Street Sydney Solicitor

L. Gualster
DEPUTY REGISTRAR



AK248920T

Form: 13RPE
Release: 3.1

**RELEASE OR
EXTINGUISHMENT OF
RESTRICTION ON THE
USE OF LAND**
New South Wales
Sections 88, 88D(12), 88E(7) or 89(8)
Conveyancing Act 1919

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	100/1143901	
(B)	LODGED BY	Document Collection Box	Name, Address or DX and Telephone M J ARMSTRONG & CO - GADENS LLP : 131317K
		654X	Reference: JYG:OXY:33617299 - 250050
	CODE	ER	
(C)	RESTRICTION	Registration number only Book 2304 No. 851 Covenant	
(D)	APPLICANT	Applicant Harman & Silverstone Project Pty Limited ACN 166 405 170	

- (E) 1. **RELEASE: SECTION 88 CONVEYANCING ACT 1919**
The applicant applies to have a recording made in the Register of the agreement releasing the above restriction on the use of land dated _____ and annexed hereto and marked A.
- ~~2. RELEASE: SECTION 88D(12) CONVEYANCING ACT 1919~~
The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, applies to have a recording made in the Register of the order dated _____ and annexed hereto and marked _____ releasing that restriction.
- ~~3. RELEASE: SECTION 88E(7) CONVEYANCING ACT 1919~~
The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, releases that restriction and applies to have a recording made in the Register giving effect to that release.
- ~~4. EXTINGUISHMENT: SECTION 89(8) CONVEYANCING ACT 1919~~
The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated _____, an office copy of which is annexed hereto and marked _____, which wholly/partially extinguishes the above restriction on the use of land.

DATE 18 / 1 / 2016
dd mm yyyy

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

Company: *Harman & Silverstone Project Pty Limited*
Authority: *s 127 Corporations Act*

Signature of authorised person: *XIN LI* Signature of authorised person: *Xingchao Fan*
Name of authorised person: **XIN LI** Name of authorised person: **Xingchao Fan**
Office held: **DIRECTOR** Office held: **Director**

Annexure "A"

Agreement Releasing Encumbrances

Date:

1. Harman & Silverstone Project Pty Limited ACN 166 405 170 (Harman) is the owner of land identified in folio identifiers 100/1176747, 1/1176743, 2/1176743, 1/554972, 48/650441 and 100/1143901 (Harman Land).
2. Castle Hill Country Club Limited ACN 000 085 423 (CHCC) is the owner of the land identified in folio identifiers 15/1200327, 16/1200327, 17/1200327 and 18/1200327 (Club Land).
3. On the date of this agreement:
 - (a) Harman agrees to release the following encumbrances in accordance with the attached LPI Release or Extinguishment of the Restriction on Use of Land form number 13RRE and the Transfer Releasing Easement form number 01TR (CHCC Release Forms):
 - (i) Covenant registered as Book 2745 No. 73 burdening the Club Land which is to be released over the land identified by folio identifiers 15/1200327, 16/1200327 and 17/1200327;
 - (ii) Restriction on use burdening the land formerly known as lot 12 in DP778671 and benefiting the land formerly known as lot 11 in DP778671 which is to be released over the land identified by folio identifiers 15/1200327, 16/1200327 and 17/1200327;
 - (iii) Right of footway burdening the land formerly known as lot 12 in DP778671 and benefiting the land formerly known as lot 11 in DP778671 which is to be released over the land identified by folio identifiers 15/1200327, 16/1200327, 17/1200327 and 18/1200327.
 - (b) CHCC agrees to release the following encumbrances in accordance with, or to the effect of, the attached LPI Release or Extinguishment of the Restriction on Use of Land form number 13RRE and the Transfer Releasing Easement form number 01TR (Harman Release Forms):
 - (i) Right of carriageway – Book 2745 No 73 – burdening that part of the land known as part lot 100 in DP1176747 (as indicated and marked "(B)" in the plan attached as 'Annexure A') (First Relevant Parcel) and benefiting the Club Land, which is to be released over the First Relevant Parcel only;
 - (ii) Right of carriageway – Book 2587 No 211 – burdening that part of the land known as part lot 100 in DP1176747 (as indicated and marked "(B)" in the plan attached as 'Annexure B') (Second Relevant Parcel) and benefiting the land known as lot 15 in DP1200327, which is to be released over the Second Relevant Parcel only;
 - (iii) Restriction on use burdening the land known as lots 1 and 2 in DP1176743 (formerly known as lot 11 in DP778671) and benefiting the CHCC Land, which is to be released over the land identified by folio identifiers 1/1176743 and 2/1176743;
 - (iv) Covenant registered as Book 2505 No. 209 burdening the land known as lot 1 in DP554972 and benefiting the land known as lots 17 and 18 in DP1200327, which is to be released over the land identified by folio identifier 1/554972;

- (v) Covenant registered as Book 2190 No. 434 burdening the land known as lot 48 in DP650441 and benefitting the land known as lots 17 and 18 in DP1200327, which is to be released over the land identified by folio identifier 48/650441; and
 - (vi) Covenant registered as Book 2304 No. 851 burdening the land known as lot 100 in DP1143901 and benefitting the land known as lots 17 and 18 in DP1200327, which is to be released over the land identified by folio identifier 100/1143901.
4. Harman agrees to:
- (a) obtain mortgagee consent and execution of the CHCC Release Forms;
 - (b) deliver to CHCC the CHCC Release Forms, signed by Harman and any mortgagee and stamped, and otherwise capable of immediate lodgement for registration following signing of the CHCC Release Forms by CHCC;
 - (c) present to LPI any certificate of title for the Harman Land for the purposes of registration of the CHCC Release Forms;
 - (d) use best endeavours to assist CHCC in promptly answering any requisitions that issue in relation to the CHCC Release Forms or any document lodged with those documents. For clarity, this may extend to initialling or re-signing documents, or signing or procuring the signing of replacement documents; and
 - (e) do all things and sign all agreements, instruments and other documents necessary or desirable to give full effect to the provisions of this document.
5. CHCC agrees to:
- (a) obtain any required mortgagee consent and execution of the Harman Release Forms;
 - (b) deliver to Harman the Harman Release Forms, signed by CHCC and if required, any mortgagee and stamped, and otherwise capable of immediate lodgement for registration following signing of the Harman Release Forms by Harman;
 - (c) present to LPI any certificate of title for the CHCC Land for the purposes of registration of the Harman Release Forms;
 - (d) use best endeavours to assist Harman in promptly answering any requisitions that issue in relation to the Harman Release Forms or any document lodged with those documents. For clarity, this may extend to initialling or re-signing documents, or signing or procuring the signing of replacement documents; and
 - (e) do all things and sign all agreements, instruments and other documents necessary or desirable to give full effect to the provisions of this document.

Signed by Harman &
Silverstone Project
Pty Ltd under
s.127(1) of the
Corporations Act
2001

Li Xin
sign

Director
office (director)

XIN LI
full name

Xingchao Fan
sign

Director
office (director or secretary)

Xingchao Fan
full name

Signed by Castle Hill
Club Limited
under s.127(1) of the
Corporations Act
2001



sign

DIRECTOR

office (director)

DAVID GERAGHTY

full name



sign

DIRECTOR

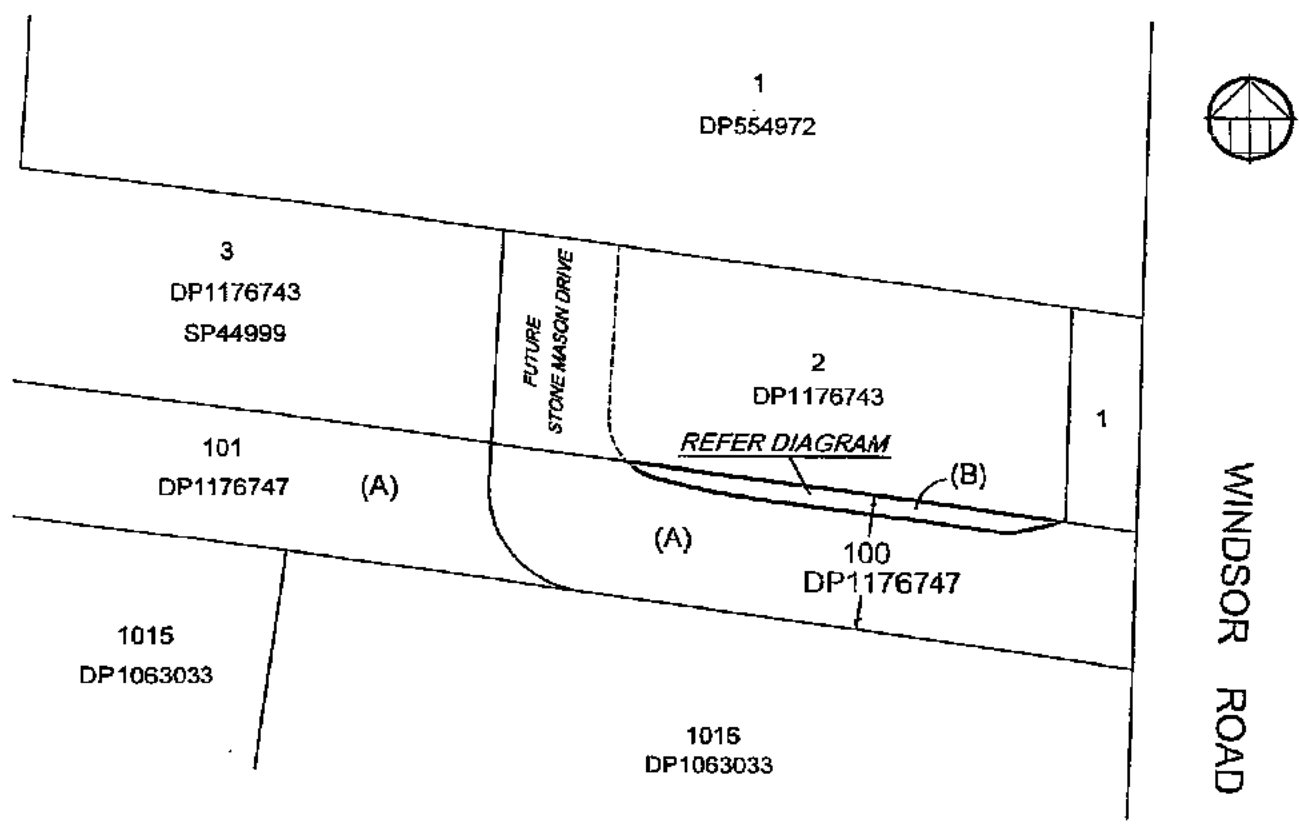
office (director or secretary)

DAVID ANDERSON

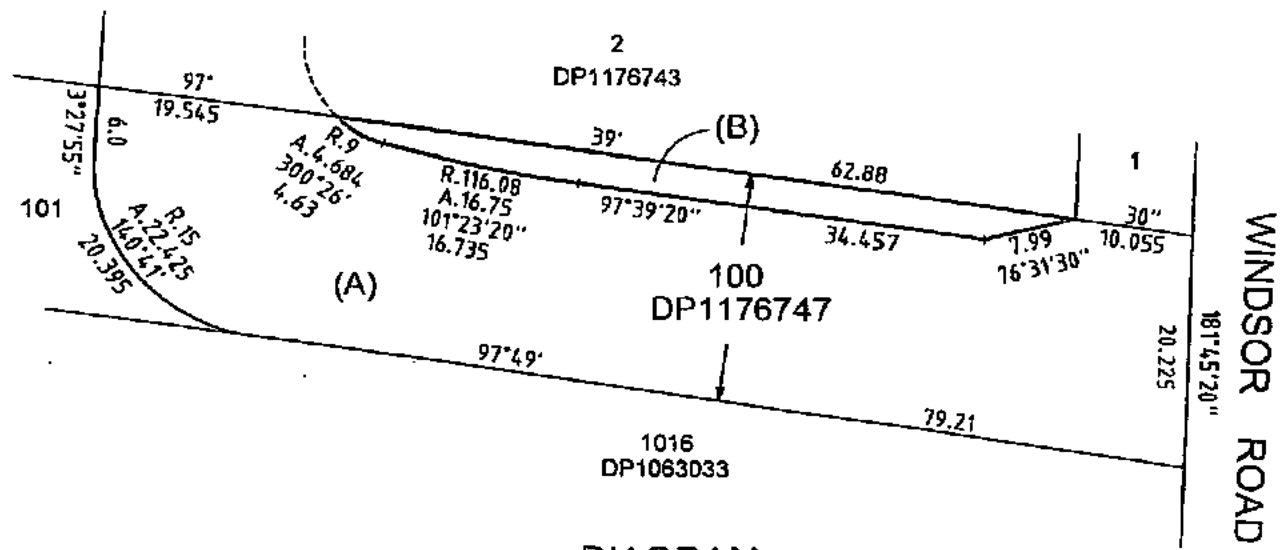
full name

ANNEXURE A

ANNEXURE A



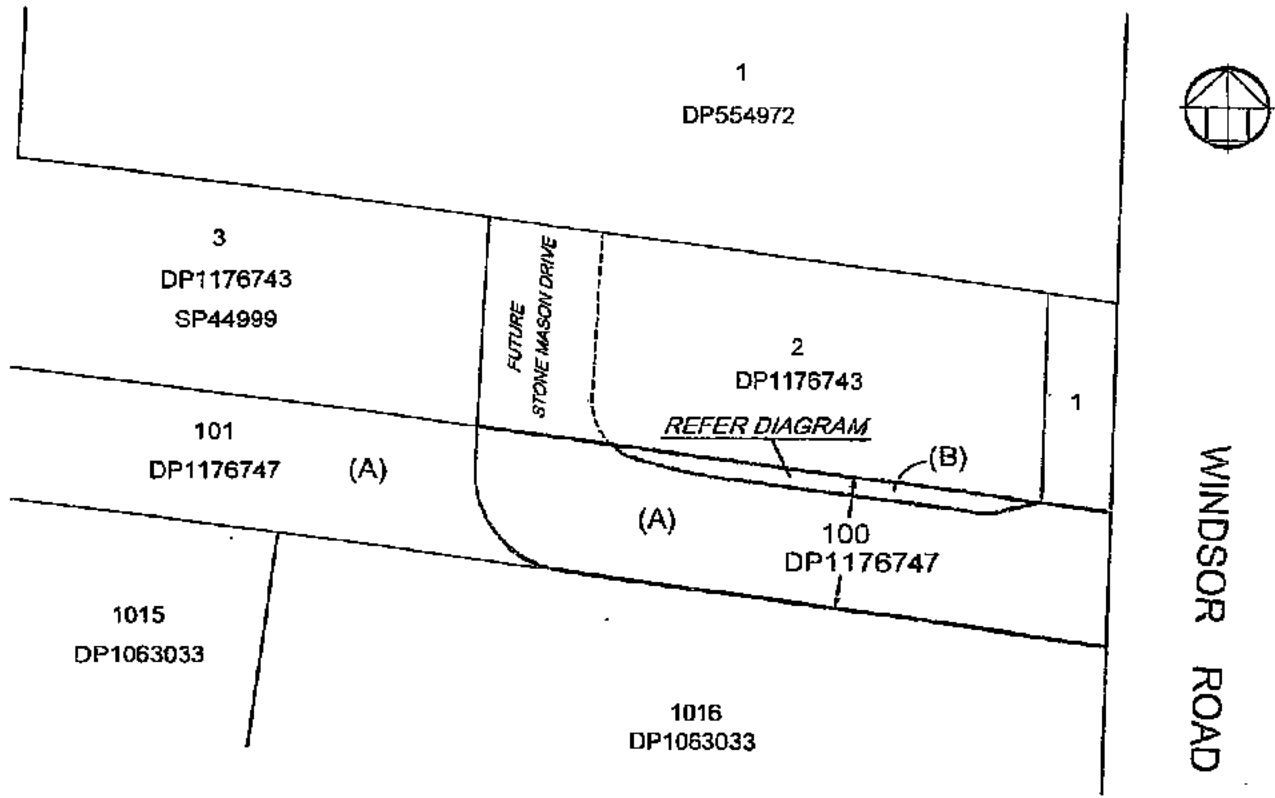
(A) RIGHT OF CARRIAGEWAY BK 2745 No.73
 (B) RIGHT OF CARRIAGEWAY BK 2745 No.73
 TO BE RELEASED



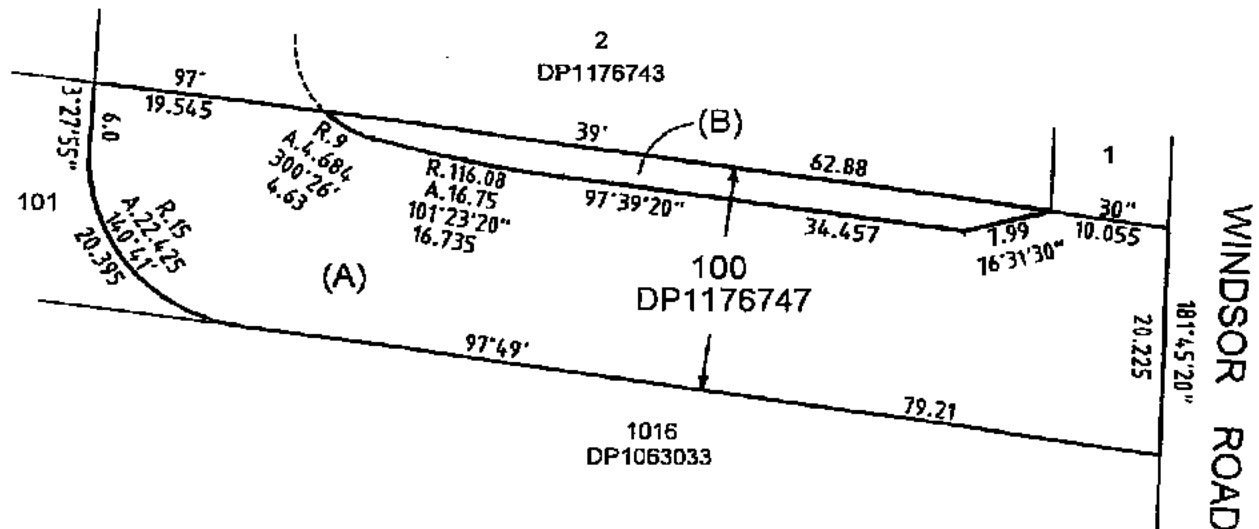
DIAGRAM

ANNEXURE B

ANNEXURE A



(A) RIGHT OF CARRIAGEWAY BK 2587 No.211
 (B) RIGHT OF CARRIAGEWAY BK 2587 No.211
 TO BE RELEASED



DIAGRAM

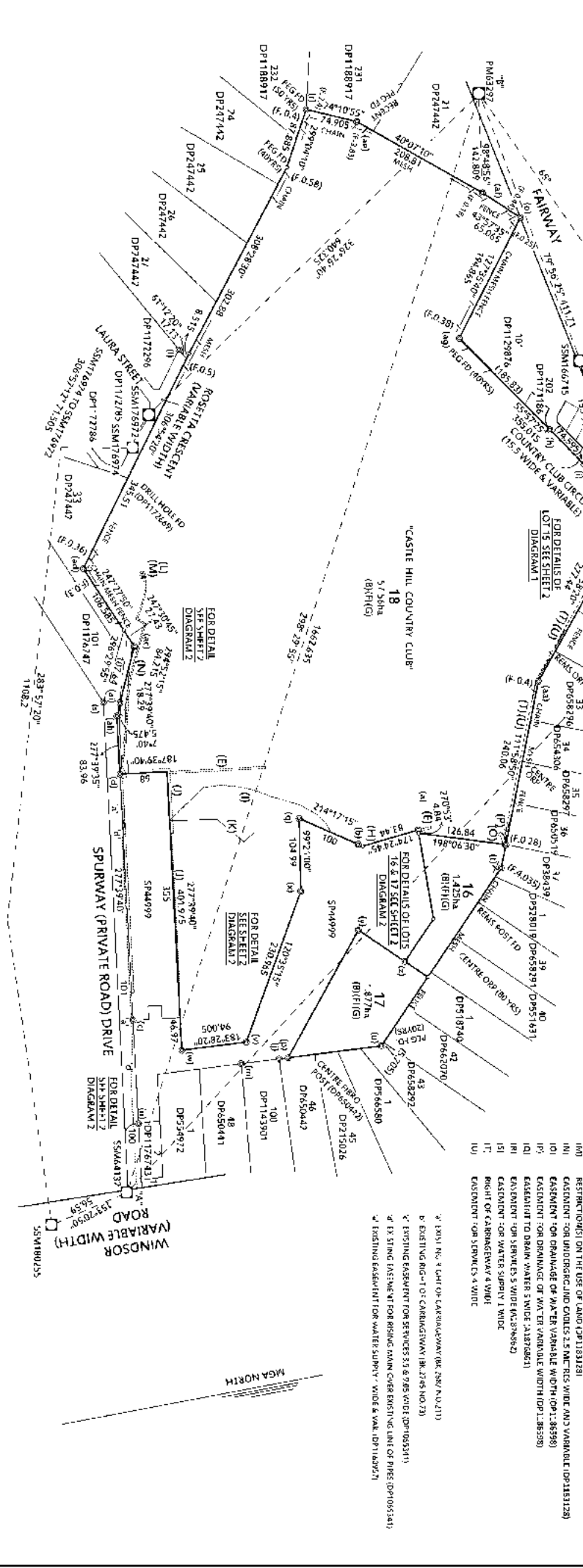
No	Bearing	Distance	Description	No	Bearing	Distance	Description	No	Bearing	Distance	Description
a	127°46'	1.50	RM.GIP.FD (DP1040911)	l	278°46'	7.06	RM.DH&W.FD (DP1172296)	x	100°46'	4.005	RM.DH&W (DP1172296)
b	122°00'	1.215	RM.GIP.FD (DP1040911)	m	99°08'	8.08	RM.DH&W.FD (DP1154543)	y	235°11'	1.81	RM.GIP (DP1154543)
c	7°40'	4	RM.DH&W.FD (DP1065341)	n	52°18'	8.895	RM.DH&W.FD (DP1157453)	z	227°34'	0.95	RM.GIP (DP1157453)
d	7°40'	4	RM.DH&W.FD (DP1065341)	o	127°35'	0.585	RM.GIP.FD (DP778971)	aa	227°35'	0.87	RM.GIP (DP778971)
e	187°46'	8.165	RM.DH&W.FD (DP1141573)	p	193°33'	0.5	RM.GIP.FD (DP778971)	ab	97°06'	11.625	RM.DH&W (DP778971)
f	176°40'	4.765	RM.DH&W.FD (DP1141573)	q	13°46'	3	RM.GIP.FD (DP778971)	ac	46°17'	17.435	RM.DH&W (DP778971)
g	87°45'	4.435	RM.DH&W.FD (DP1141573)	r	207°08'	0.5	RM.GIP.FD (DP778971)	ad	206°46'	17.435	RM.DH&W (DP778971)
h	146°57'25"	12.02	RM.DH&W.BY.ME (DP1141573)	s	227°49'	0.5	RM.DH&W (DP778971)	ae	301°11'	4.655	RM.GIP (DP778971)
i	146°57'25"	12.02	RM.DH&W.BY.ME (DP1141573)	t	82°09'	1.475	RM.DH&W (DP778971)	af	393°11'	0.345	RM.GIP (DP778971)
j	34°33'	4.485	RM.GIP.FD (DP1160957)	u	317°29'	3.192	RM.DH&W (DP1160957)	ag	29°40'	7.87	RM.DH&W (DP1160957)
k	317°43'	4.9	RM.DH&W.FD (DP1160957)	v	280°30'	13.245	RM.DH&W (DP1160957)	ah	143°6'	3.87	RM.DH&W (DP1160957)
l	257°04'55"	14.965	RM.DH&W.FD (DP1172296)	w	216°36'	2.23	RM.DH&W (DP1172296)	ai	175°57'	8.345	RM.DH&W (DP1172296)

Mark	Survey	MGA-Ground
SSM4132	1987°35"	1627.636
PM3297	65°37'44"	716.588
PM31480	143°23'44"	1354.215
SSM4132	153°20'48"	54.589
SSM4132	283°57'20"	1108.198
SSM176972	306°57'12"	71.505
SSM176972	326°26'39"	680.325
SSM166715	79°56'17"	411.710
SSM166715	90°27'38"	155.912
SSM166717	227°29'20"	241.548

CLASSIFICATION OF THE SURVEYING & SPATIAL INFORMATION REG.2012

Mark	EASTING	NORTHING	CLASS	ORDER	METHOD
PM31480	3-1327.028	6267028.897	B	2	SCIMS
SSM4132 A	3-7134.578	6265951.668	R	2	SCIMS
SSM180255	3-2159.966	6265901.068	C	4	SCIMS
SSM176974	3-1004.435	6266168.398	C	4	SCIMS
SSM176972	3-1027.287	6266211.378	C	4	SCIMS
SSM166715	3-1078.760	6266816.892	C	3	SCIMS
SSM166717	3-1234.572	6266815.831	C	3	SCIMS
PM3297 B	3-0673.344	6266784.974	B	2	SCIMS

Date: 22-08-2014 Scale: 1:000021 Zone: 56



Surveyor GREG MANN
 ACQUIRE PROPERTY 0408 900 500
 PO BOX 2005 CASTLE HILL 7155
 Date of Survey: 18-09-2014
 Surveyor's Ref: 14265Sub

PLAN OF SUBDIVISION OF LOT 7 DP1140957

LGA: THE HILLS SHIRE
 Locality: BAULKHAM HILLS & KELLVILLE
 Subdivision No. 11086
 Lengths are in metres. Reduction Name: 14000

Registered
 05.03.2015

DP1200327

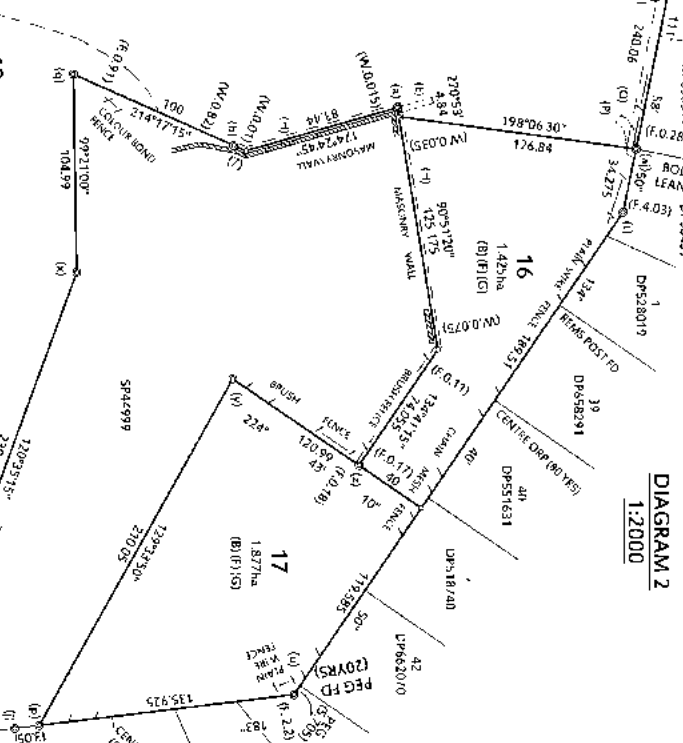
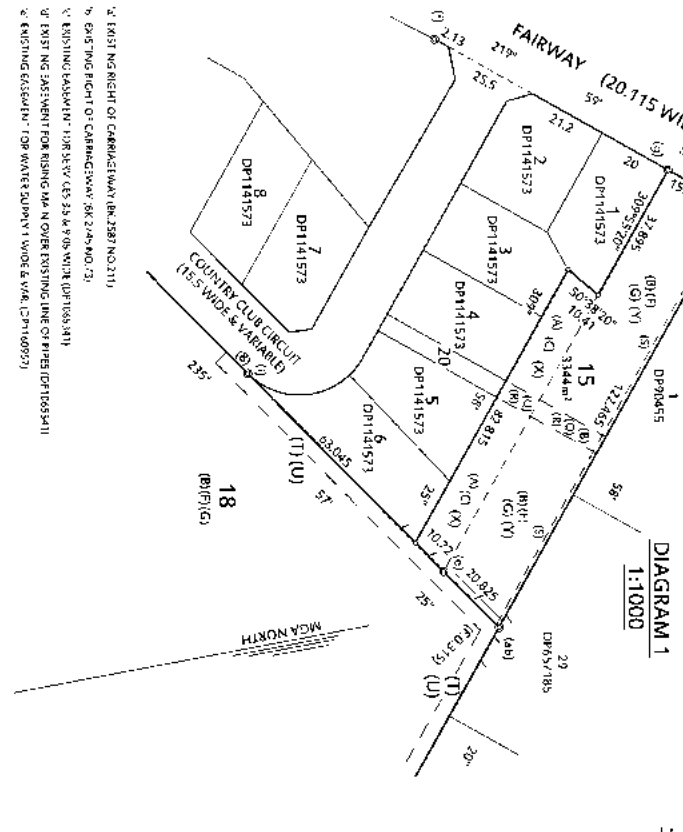
REFERENCE MARKS

No	Beating	Distance	Description
e	187944	8.365	RM.DH&W.FD (DP:125876)
f	176407	4.785	RM.DH&W.FD (DP:141573)
g	89457	4.435	RM.DH&W.FD (DP:141573)
h	14575725	12.12	RM.DH&W.FD (DP:141573)
i	34943	4.9	RM.DH&W.FD (DP:160957)
ab	39906	19.625	RM.DH&W.FD

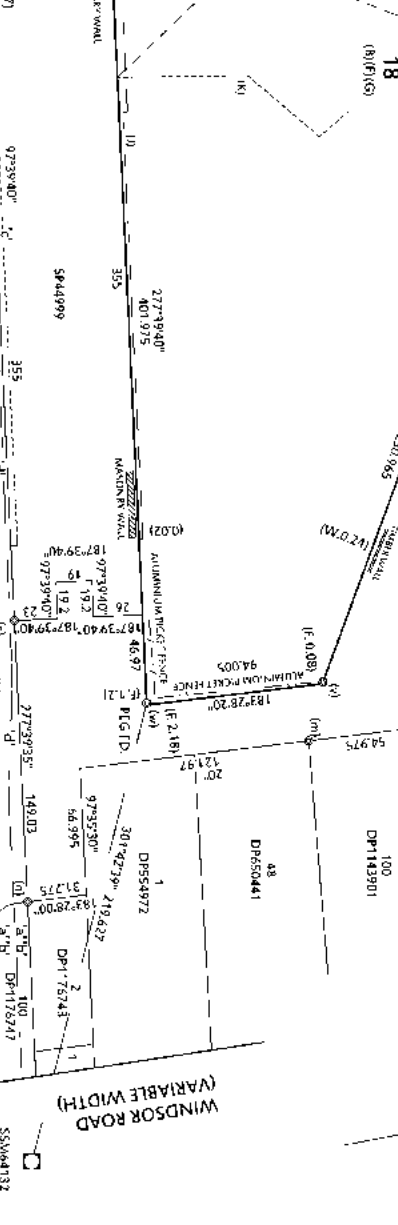
(X) BENEFITED BY RIGHT OF CARRIAGEWAY - BK 2587 NO 211
 (Y) BENEFITED BY RIGHT OF CARRIAGEWAY - BK 242 NO 73
 - EASEMENT FOR SERVICES 3.5 & 5.08 WIDE - DP1086341
 - EASEMENT FOR RISING MAIN OVER EXISTING LINE OF PIPES - DP1085341

REFERENCE MARKS

No	Beating	Distance	Description
a	124344	1.50	RM.GIP.FD (DP:1040491)
b	132104	1.215	RM.GIP.FD (DP:1040491)
c	7407	4	RM.DH&W.FD (DP:1065341)
d	7407	4	RM.DH&W.FD (DP:1065341)
e	34433	4.495	RM.GIP.FD (DP:143991)
f	98708	8.08	RM.DH&W.FD (DP:1176743)
g	52408	8.895	RM.DH&W.FD (DP:1176743)
h	39793	0.5	RM.GIP.FD (DP:778671)
i	27749	3	RM.GIP.FD (DP:778671)
j	27749	0.5	RM.DH&W.FD
k	3475	3.475	RM.DH&W.FD
l	31739	31.92	RM.DH&W.FD
m	28070	13.745	RM.DH&W.FD
n	21676	2.73	RM.DH&W.FD
o	10046	4.005	RM.DH&W.FD
p	23511	1.81	RM.GIP
q	22134	0.95	RM.GIP
r	40717	11.205	RM.DH&W.FD
s	436	8.345	RM.DH&W.FD
t	107946	9.52	RM.GIP.FD BY M.C. (DP:166958)



- (A) EXISTING RIGHT OF CARRIAGEWAY (BK 2587 NO 211)
- (B) EXISTING RIGHT OF CARRIAGEWAY (BK 242 NO 73)
- (C) EXISTING EASEMENT FOR SERVICES 3.5 & 5.08 WIDE (DP1086341)
- (D) EXISTING EASEMENT FOR RISING MAIN OVER EXISTING LINE OF PIPES (DP1085341)
- (E) EXISTING EASEMENT FOR WATER SUPPLY 1 WIDE & V.M. (DP160957)
- (F) COVENANT (BK 2589 NO 212)
- (G) COVENANT (BK 2725 NO 73)
- (H) RESTRICTION ON THE USE OF LAND (DP141573)
- (I) EASEMENT FOR TRANSMISSION LINE 2 METRES WIDE (DP093516)
- (J) EASEMENT TO DRAIN WATER 2 METRES WIDE (DP072621)
- (K) RIGHT OF FOOTWAY (DP072621)
- (L) RESTRICTION ON THE USE OF LAND (DP072621)
- (M) EASEMENT TO PERMIT ENCLAVING STRUCTURE TO REMAIN 0.3 METRES WIDE (DP04041)
- (N) EASEMENT FOR SERVICES OVER EXISTING LINE OF PIPES (BK10799)
- (O) EASEMENT FOR WATER SUPPLY 2 & 4.3 WIDE (P232117)
- (P) EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPES
- (Q) APPROXIMATE POSITION (P232117)
- (R) EASEMENT FOR RADIANT SUPERHEATER 2.5 METRES WIDE (DP141573)
- (S) RESTRICTION ON THE USE OF LAND (DP141573)
- (T) EASEMENT FOR UNDERGROUND CABLES 2.5 METRES WIDE AND VARIANTS (DP141573)
- (U) EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPES (DP141573)
- (V) EASEMENT TO DRAIN WATER 2 WIDE (DP141573)
- (W) EASEMENT FOR SERVICES 3 WIDE (DP141573)
- (X) RIGHT OF CARRIAGEWAY 4 WIDE
- (Y) EASEMENT FOR SERVICES 3 WIDE (DP141573)
- (Z) EASEMENT FOR SERVICES 4 WIDE



16 20 30 45 50 100 110 120 130 140

Surveyor GREG MANN
 ACQUIRE PROPERTY 9408 900 500
 PO BOX 2005 CASTLE HILL 7155
 Date of Survey: 18-09-2014
 Surveyor's Ref: 1426544

PLAN OF SUBDIVISION OF LOT 7 DP1160957

LGA: THE HILLS SHIRE
 Locality: BAULKLEHAM HILLS & WELLSVILLE
 Subdivision No. 11066
 1:2000
 Lengths are in metres. Reduction Ratio: 1:2000

Registered
 05.03.2015

DP1200327


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection


ePlan

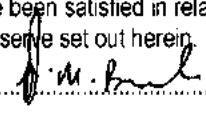
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only Registered:  05.03.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1 style="text-align: center;">DP1200327</h1>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------

PLAN OF SUBDIVISION OF LOT 2 DP1160957	LGA: THE HILLS SHIRE Locality: BAULKHAM HILLS & KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND
---------------------------------------------------	------------------------------------------------------------------------------------------------------------

<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> Signature: Date: File Number: Office:	<p style="text-align: center;">Survey Certificate</p> <p>I, GREGORY LAWRENCE MANN a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 18th September 2014</i></p> <p><i>*(b) The part of the land shown in the plan being lots..... was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p style="text-align: right;">Signature:  Dated: 29th December 2014 Surveyor ID: No. 1565 Datum Line: A - B Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>ANDREW BROOKS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p style="text-align: right;">Signature: </p> Accreditation number: Consent Authority: THE HILLS SHIRE COUNCIL Date of endorsement: 09.02.2015 Subdivision Certificate number: 11066 File number: DA 1372/2014/ZA 83.2015.SC *Strike through if inapplicable.	
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Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire/resume land	Plans used in the preparation of survey/compilation. <table style="width:100%; border: none;"> <tr> <td>DP38439</td> <td>DP 90455</td> <td>DP215026</td> <td>DP247442</td> </tr> <tr> <td>DP518740</td> <td>DP528019</td> <td>DP551631</td> <td>DP566580</td> </tr> <tr> <td>DP650442</td> <td>DP650518</td> <td>DP650519</td> <td>DP654306</td> </tr> <tr> <td>DP657185</td> <td>DP658219</td> <td>DP658292</td> <td>DP658295</td> </tr> <tr> <td>DP658296</td> <td>DP658297</td> <td>DP659910</td> <td>DP662070</td> </tr> <tr> <td>DP778671</td> <td>DP1065341</td> <td>DP1107811</td> <td>DP1141573</td> </tr> <tr> <td>DP1143901</td> <td>DP1160957</td> <td>DP1171186</td> <td>DP1172296</td> </tr> <tr> <td>DP1172669</td> <td>DP1176743</td> <td>DP1176747</td> <td>SP44999</td> </tr> </table> <p style="text-align: center;">if space is insufficient continue on PLAN FORM 6A</p>	DP38439	DP 90455	DP215026	DP247442	DP518740	DP528019	DP551631	DP566580	DP650442	DP650518	DP650519	DP654306	DP657185	DP658219	DP658292	DP658295	DP658296	DP658297	DP659910	DP662070	DP778671	DP1065341	DP1107811	DP1141573	DP1143901	DP1160957	DP1171186	DP1172296	DP1172669	DP1176743	DP1176747	SP44999
DP38439	DP 90455	DP215026	DP247442																														
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DP657185	DP658219	DP658292	DP658295																														
DP658296	DP658297	DP659910	DP662070																														
DP778671	DP1065341	DP1107811	DP1141573																														
DP1143901	DP1160957	DP1171186	DP1172296																														
DP1172669	DP1176743	DP1176747	SP44999																														


Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 14265chcc
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PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

<p>Office Use Only</p> <p>Registered:  05.03.2015</p> <p>PLAN OF SUBDIVISION OF LOT 2 DP1160957</p> <p>Subdivision Certificate number: <u>11066</u></p> <p>Date of Endorsement: <u>09.02.2015</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1200327</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR WATER SUPPLY 1 WIDE (S)
2. RIGHT OF CARRIAGEWAY 4 WIDE (T)
3. EASEMENT FOR SERVICES 4 WIDE (U)
4. RESTRICTION ON USE OF LAND


SCHEDULE OF LOTS AND ADDRESSES (SEC.60 SSI REGS 2012):

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE.

SIGNATURES AND SEALS:

EXECUTED ON BEHALF OF THE CORPORATION NAMED BELOW BY THE AUTHORISED PERSONS WHOSE SIGNATURES APPEAR BELOW PURSUANT TO THE AUTHORITY SPECIFIED.

CORPORATION: CASTLE HILL COUNTRY CLUB LIMITED ACN 000 085 423
 AUTHORITY: SECTION 127 CORPORATIONS ACT 2001

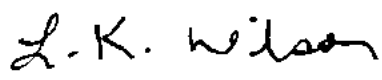


SIGNATURE OF AUTHORISED PERSON

PAUL MOYNIHAN

FULL NAME OF AUTHORISED PERSON

OFFICE HELD:
DIRECTOR



SIGNATURE OF AUTHORISED PERSON

LORRAINE WILSON

FULL NAME OF AUTHORISED PERSON

OFFICE HELD:
DIRECTOR

Form: 13RRE
Release: 3.1

**RELEASE OR
EXTINGUISHMENT OF
RESTRICTION ON THE
USE OF LAND**

New South Wales
Sections 88, 88D(12), 88E(7) or 89(8)
Conveyancing Act 1919



AK958544L

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** 104/1214733, ~~105/1214733~~ and 106/1214733
105/1214733 Authorised to amend
[Signature] 19/12/2016

(B) **LODGED BY**

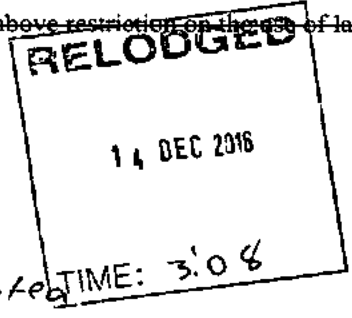
Document Collection Box 654X	Name, Address or DX and Telephone M J ARMSTRONG & CO - GADENS LLP : 131317K Reference: <i>309654</i>	CODE ER
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(C) **RESTRICTION**
UNDR: UEUR Registration number only
Book 2304 Number 851 Covenant

(D) **APPLICANT**
Applicant
Harman & Silverstone Project Pty Limited ACN 166 405 170

- (E) 1. **RELEASE: SECTION 88 CONVEYANCING ACT 1919** *
- The applicant applies to have a recording made in the Register of the agreement releasing the above restriction on the use of land dated _____ and annexed hereto and marked A.
2. ~~**RELEASE: SECTION 88D(12) CONVEYANCING ACT 1919**~~
- ~~The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, applies to have a recording made in the Register of the order dated _____ and annexed hereto and marked _____ releasing that restriction.~~
3. ~~**RELEASE: SECTION 88E(7) CONVEYANCING ACT 1919**~~
- ~~The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, releases that restriction and applies to have a recording made in the Register giving effect to that release.~~
4. ~~**EXTINGUISHMENT: SECTION 89(8) CONVEYANCING ACT 1919**~~
- ~~The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated _____, an office copy of which is annexed hereto and marked _____, which wholly/partially extinguishes the above restriction on the use of land.~~

DATE 11 / 11 / 2016
dd mm yyyy



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

Company: *Harman & Silverstone Project Pty Limited*
Authority: *Corporations Act section 127*

Signature of authorised person: *[Signature]* Signature of authorised person: *[Signature]*
Name of authorised person: *XIN LI* Name of authorised person: *XIN LI*
Office held: *DIRECTOR* Office held: *DIRECTOR*

Annexure A

Deed of Works

Date: *11 Nov 2016*

1. Harman & Silverstone Project Pty Limited ACN 166 405 170 (**Harman**) is the owner of land identified in folio identifiers 1/1176743, 103/1214733, 104/1214733, 105/1214733 and 106/1214733.
2. The Owners – Strata Plan Number 44999 (**SP44999**) is the owner of the common property identified in folio identifier CP/SP44999 (**SP44999 Land**).
3.
 - (a) SP44999 has requested that Harman carry out the Works specified in clause 4(a).
 - (b) In consideration for Harman agreeing to carry out the Works specified in clause 4(a), SP44999 agrees to release Harman from the encumbrances specified in clause 5. *
4.
 - (a) In this Deed:

“Works” means the works, including:

 - (i) excavating over the existing sewer main;
 - (ii) constructing a man hole over the existing sewer main with an inlet for the rising main;
 - (iii) excavating and laying five metres of pipe;
 - (iv) installing a vent shaft at the end of the pipe;
 - (v) connecting the rising main to the man hole inlet;
 - (vi) backfilling and reinstating the surface level;

all generally in accordance with the drawings identified as Sydney Water Case Number 136108WW “Baulkham Hills Sewerage” and exhibited to and initialled by the parties for identification purposes; and
 - (b) Harman must at its cost, carry out the Works in a proper and workmanlike manner using appropriately qualified consultants and contractors, causing no disruption to SP44999. Any temporary disconnection of services must only be at a time and for a duration accepted by SP44999 acting reasonably.
- * 5. On the date of this agreement:
 - (a) SP44999 agrees to release the following encumbrances in accordance with, or to the effect of, the attached LPI Release or Extinguishment of the Restriction on Use of Land form number 13RRE and the Transfer Releasing Easement form number 01TR (**Harman Release Forms**):
 - (i) Right of Carriageway (variable width) created by DP647378 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;

- (ii) Right of Carriageway (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
- (iii) Easement for Services (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
- (iv) Easement for Services (whole of lot) created by DP1176743 burdening the land known as lot 1 in DP1176743, lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
- (v) Right of carriageway (whole of lot) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
- (vi) Covenant registered as Book 2505 Number 209 burdening the land known as lot 103 in DP1214733, lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land, which is to be released over the land identified by folio identifiers 103-106/1214733;
- (vii) Covenant registered as Book 2190 Number 434 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land, which is to be released over the land identified by folio identifiers 104-106/1214733; and
- * (viii) Covenant registered as Book 2304 Number 851 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land, which is to be released over the land identified by folio identifiers 104-106/1214733.

6. Harman agrees to be responsible for the registration costs in respect of the Harman Release Forms.

7. SP44999 agrees to:

- (a) obtain any required mortgagee consent and execution of the Harman Release Forms;
- (b) deliver to Harman the Harman Release Forms, signed by SP44999 and if required, any mortgagee and stamped, and otherwise capable of immediate lodgement for registration following signing of the Harman Release Forms by Harman;
- (c) present to LPI any certificate of title for the SP44999 Land for the purposes of registration of the Harman Release Forms;
- (d) use best endeavours to assist Harman in promptly answering any requisitions that issue in relation to the Harman Release Forms or any document lodged with those documents. For clarity, this may extend to initialling or re-signing documents, or signing or procuring the signing of replacement documents; and
- (e) do all things and sign all agreements, instruments and other documents necessary or desirable to give full effect to the provisions of this document.

Page 3 of 8

Signed by Harman &
Silverstone Project
Pty Ltd under
s.127(1) of the
Corporations Act
2001

<u>Li Xian</u>	<u>[Signature]</u>
sign	sign
<u>Director</u>	<u>Director</u>
office (director)	office (director or secretary)
<u>XIN LI</u>	<u>XIN LI</u>
full name	full name

The common seal of the Owners - Strata Plan No. 44999 was hereunto affixed on 4 November 2016
in the presence of Leonard Robinson being the person authorised by s.238 Strata Schemes
Management Act 1996 to attest the affixing of the seal.

L Robinson

Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No 44999 certifies that:

1. On ^{5th September 2016} ~~the~~ passed a special resolution agreeing to the execution of the Deed of Works dated ^{11 Nov 2016} ~~and the following dealings, being or plan:~~
 - (a) Transfer Releasing Easement relating to the full release of the Right of Carriageway (variable width) created by DP647378 burdening the land known lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (b) Transfer Releasing Easement relating to the full release of the Right of Carriageway (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (c) Transfer Relating Easement relating to the full release of the Easement for Services (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (d) Transfer Releasing Easement relating to the full release of the Easement for Services (whole of lot) created by DP1176743 burdening the land known as lot 1 in DP1176743, lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (e) Transfer Releasing Easement relating to the full release of the Right of Carriageway (whole of lot) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (f) Release or Extinguishment of the Restriction on the Use of Land relating to the release of the Covenant registered as Book 2505 Number 209 burdening the land known as lot 103 in DP1214733, lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (g) Release or Extinguishment of the Restriction on the Use of Land relating to the release of the Covenant registered as Book 2190 Number 434 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the common property; and
 - (h) Release or Extinguishment of the Restriction on the Use of Land relating to the release of the Covenant registered as Book 2304 Number 851 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;

pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 ~~or section 32(4) Strata Schemes (Leasehold Development) Act 1986;~~

2. The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 ~~or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986~~ have been complied with in respect of the said dealing or plan.

The common seal of the Owners, Strata Plan No 44999 was hereunto affixed on ^{4/11/2016} in the presence of ^{Leonard Robinson} being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Leonard Robinson



* Set out sufficient particulars to identify positively the transfer or lease to which the Certificate relates
^ Insert the applicable date.

Approved Form 10

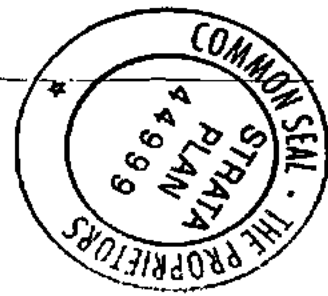
Certificate re Initial Period

- (1) The Owners - Strata Plan No. ~~.....~~ ⁴⁴⁹⁹⁹ hereby certifies that in respect of their strata scheme that;
- ~~*(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^.....;~~
 - ~~*(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^.....;~~
 - ~~*(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on ^.....;~~
- and,
- *(2) The initial period expired before the above date.
 - *(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No. ⁴⁴⁹⁹⁹ was hereunto affixed on ^{4/11/2016} in the presence of Leonard Robinson being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Leonard Robinson
.....

* Strike through if inapplicable.
^ Insert appropriate date



MinterEllison

24 November 2016

Land and Property Information
GPO Box 15
SYDNEY NSW 2001

Dear Sirs

Registered Proprietor: Harman & Silverstone Project Pty Limited
Mortgagee: Perpetual Corporate Trust Limited
Property: Lot 1 in DP1176743, Lots 103-106 in DP1214733 – Spurway Road and Windsor Road, Castle Hill

We act for the Mortgagee and are instructed:

1. the Mortgagee has been advised by the Registered Proprietor that:
 - a. the Registered Proprietor seeks to cancel or extinguish easements that benefit and burden lots owned by the Registered Proprietor; and
 - b. the Registered Proprietor has entered into a deed of works with The Owner – Strata Plan Number 44999 dated 11 November 2016. The parties to the deed have agreed to release the Registered Proprietor from various encumbrances.
2. the Mortgagee consents to the Registered Proprietor's lodgement and registration of:
 - a. the LPI forms, being the Cancellations or Extinguishments of Easement, Transfers Releasing Easement and Releases or Extinguishments of Restrictions on the Use of Land; and
 - b. any ancillary documents that may be required by law or the Registrar-General.

Please do not hesitate to contact me on (02) 9921 4049 if you would like to discuss.

Yours faithfully
MinterEllison



Brent Thompson
Lawyer

Contact: Brent Thompson T: +61 2 9921 4049
F: +61 2 9921 8049 brent.thompson@minterellison.com
Partner: Keith Rovers T: +61 2 9921 4681
OUR REF: 1136870

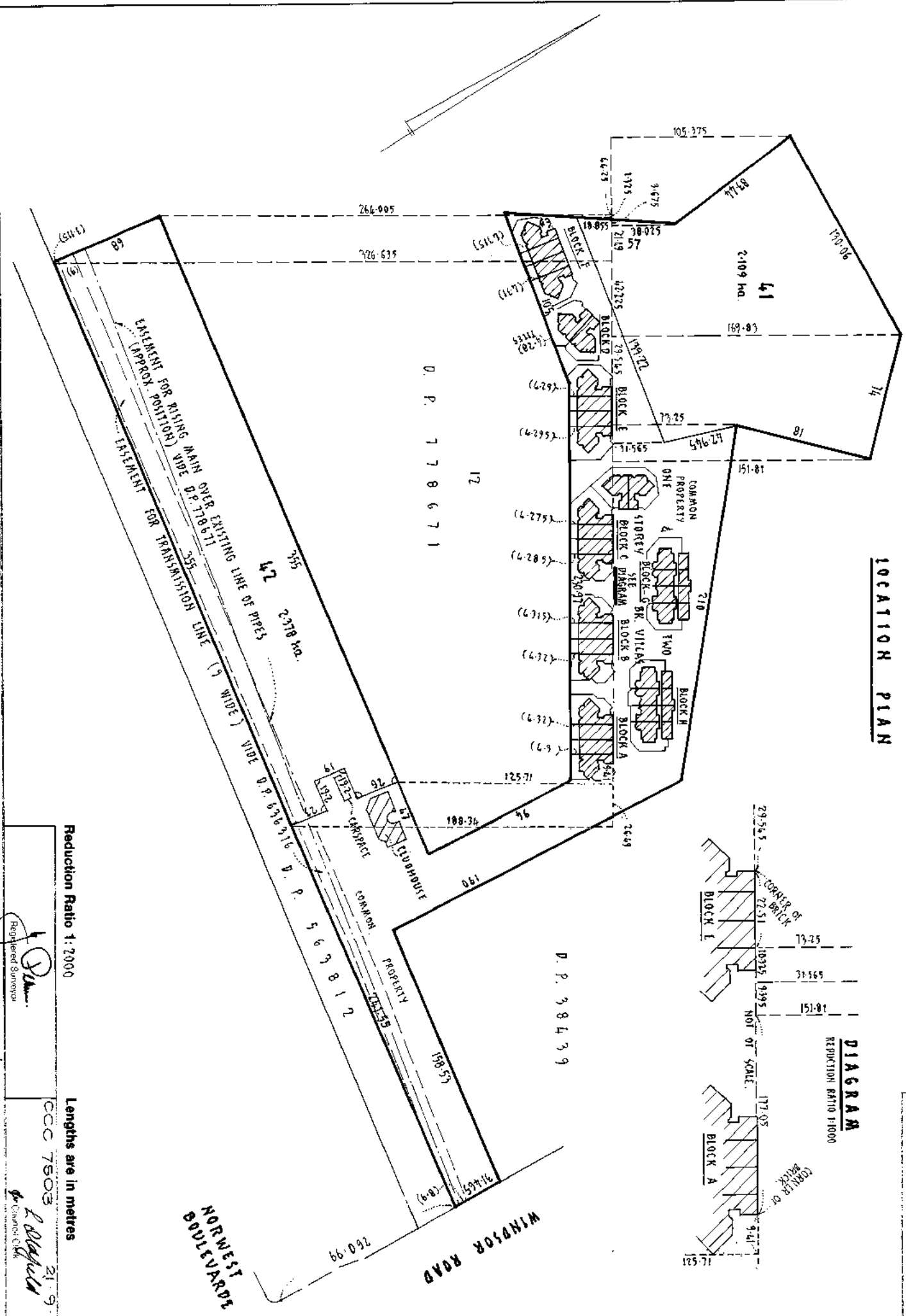
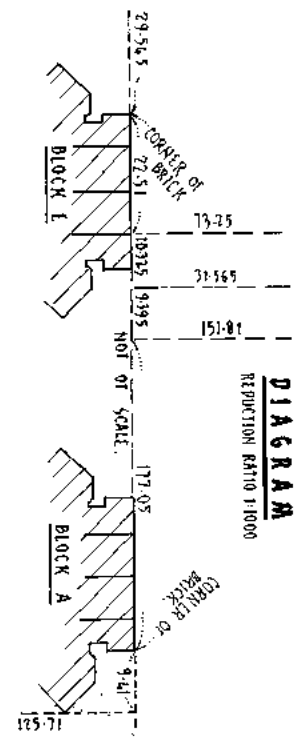
Page 8 of 8



STRATA PLAN 44999

LOCATION PLAN

DIAGRAM
 REDUCTION RATIO 1:1000



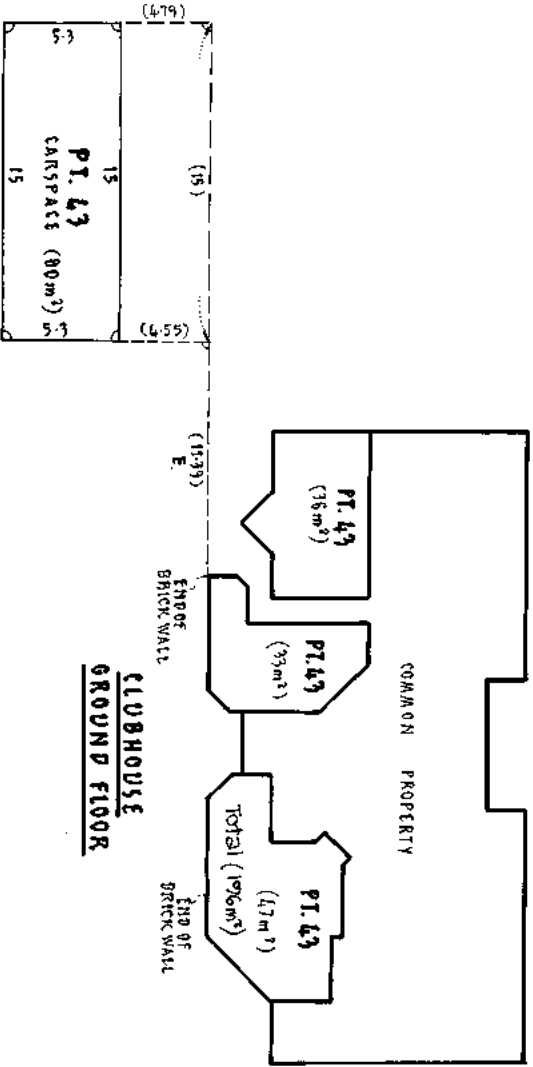
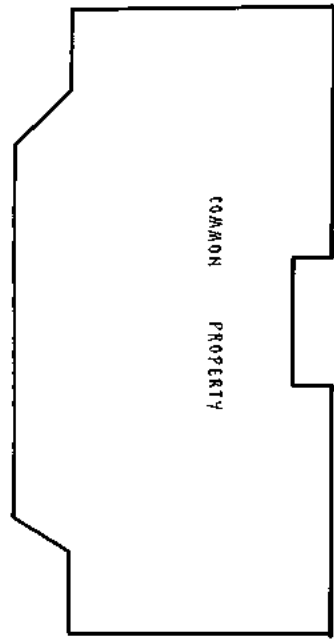
Reduction Ratio 1:2000

Lengths are in metres

Registered Surveyor
 S. J. ...
 SURVEYOR'S REFERENCE: 450/1
 CCC 7503
 21.9.1993
 Council Clerk

STRAITA PLAN 44999

*OFFICE USE ONLY




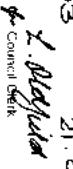
Reduction Ratio 1:250

Lengths are in metres

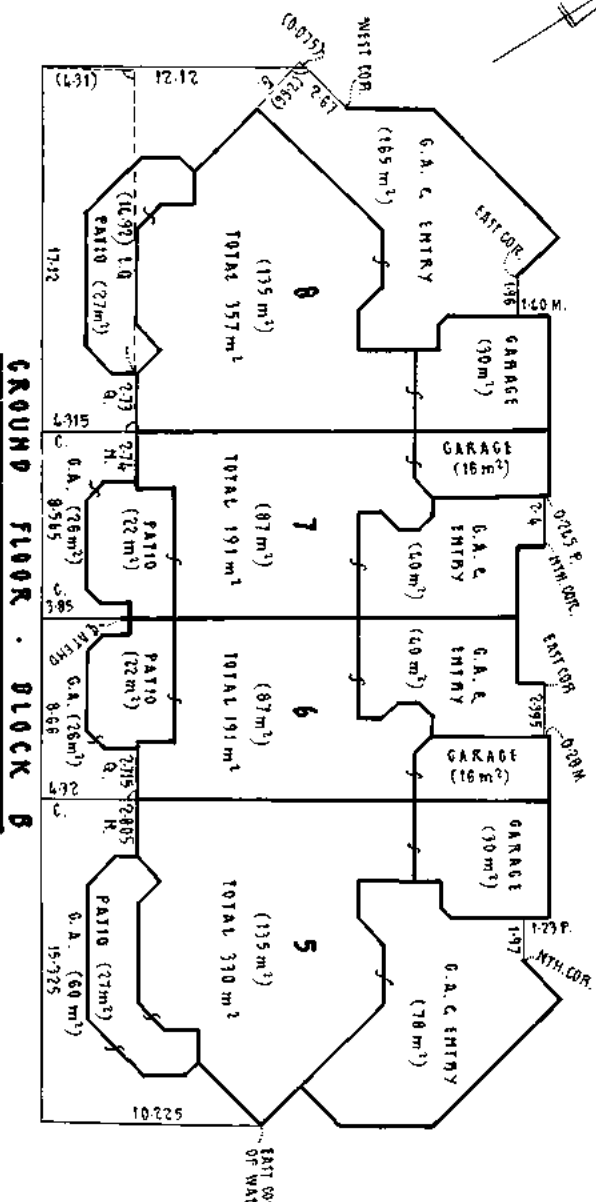
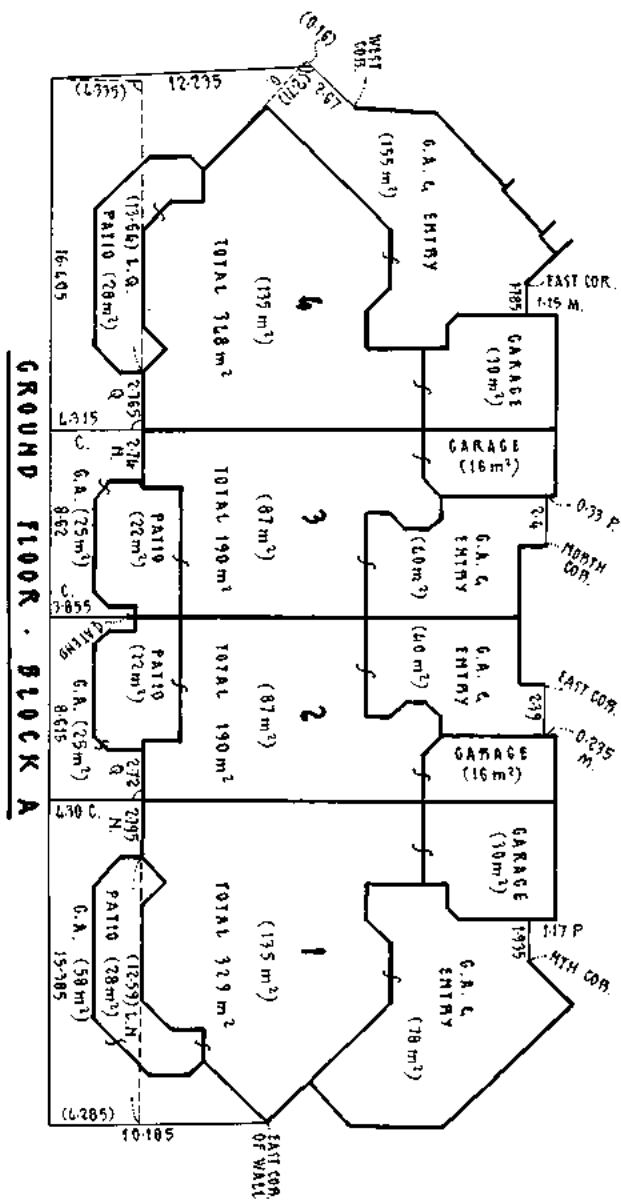
CCC 7503 21.9.1993




 Registered Surveyor
 SURVEYORS' BOARD/ACT: 450/1


 Council Clerk

STRATA PLAN 44999



NOTES:

- A AREAS ARE APPROXIMATE ONLY.
- B BALCONIES, PATIOS, STAIRS & PLANTER BOXES EXTEND TO A HEIGHT OF 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED.
- C THE STRATA OF THE GARDEN AREAS EXTENDS BETWEEN 10m BELOW & 10m ABOVE THE UPPER SURFACE OF THE FLOOR OF THE LOWER LEVEL OF THE RESPECTIVE ADJOINING UNIT
- D DENOTES COMMON PROPERTY
- E G.A. DENOTES GARDEN AREA
- F DENOTES LINE OF NORTH FACE OF WALL
- G DENOTES LINE OF SOUTH FACE OF WALL
- H DENOTES EAST
- I DENOTES WEST
- J DENOTES N.E.
- K DENOTES N.W.
- L DENOTES S.E.
- M DENOTES S.W.
- N DENOTES TO NORTH CORNER OF WALL
- O DENOTES TO SOUTH CORNER OF WALL
- P DENOTES EAST
- Q DENOTES WEST
- R DENOTES N.E.
- S DENOTES N.W.
- T DENOTES S.E.
- U DENOTES S.W.
- V DENOTES NORTH FACE OF WALL
- W DENOTES SOUTH
- X DENOTES EAST
- Y DENOTES WEST
- Z DENOTES N.E.
- A DENOTES N.W.
- B DENOTES S.E.
- C DENOTES S.W.



THE STRATA OF LOT L1 EXTENDS BETWEEN 15m BELOW & 75m ABOVE THE UPPER SURFACE OF THE FLOOR OF LOT 24.
 THE STRATA OF LOT L2 EXTENDS BETWEEN 10m BELOW & 10m ABOVE THE UPPER SURFACE OF THE FLOOR OF LOT 1.
 THE STRATA OF THE CARSPAGE FOR LOT L4 EXTENDS BETWEEN 10m BELOW & 10m ABOVE THE UPPER SURFACE OF THE FLOOR OF LOT 1.

Reduction Ratio 1:250

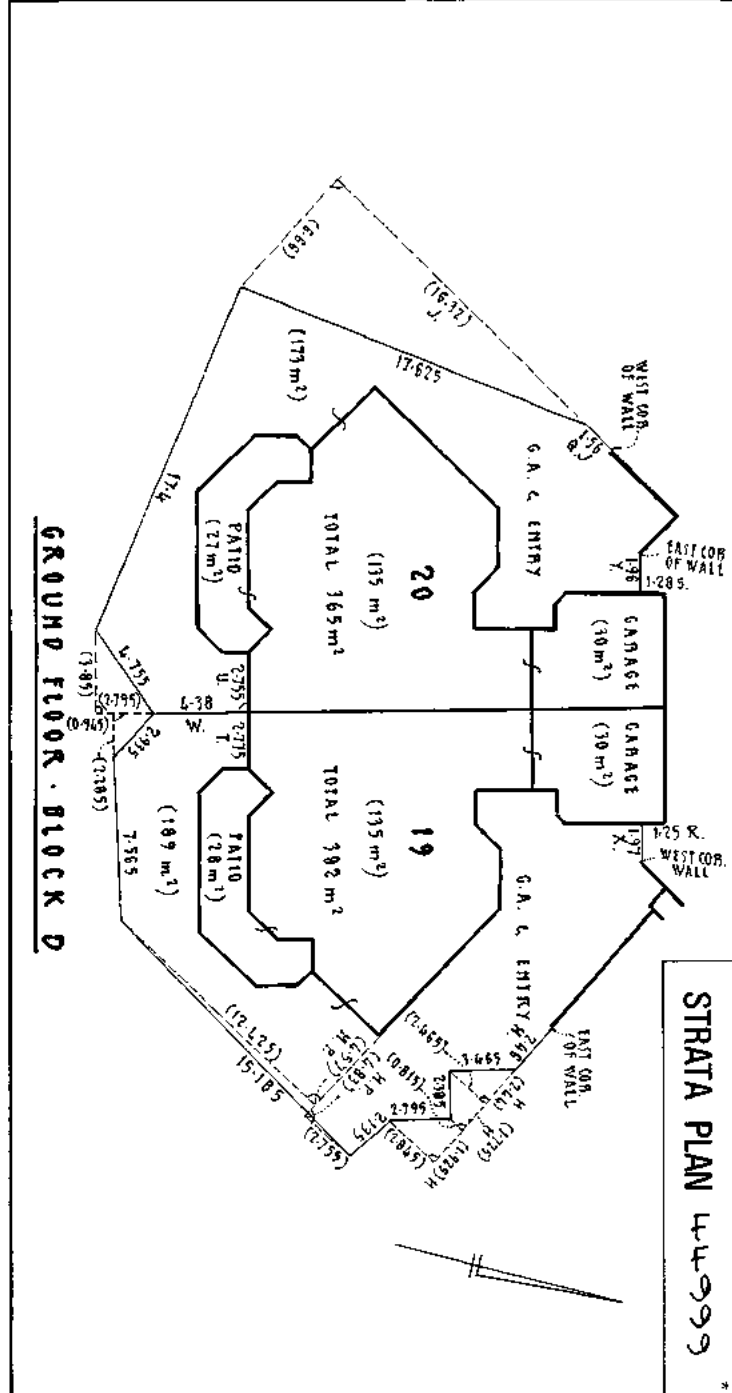
Lengths are in metres

Supervisor's Reference: 150/1
 Registered Surveyor

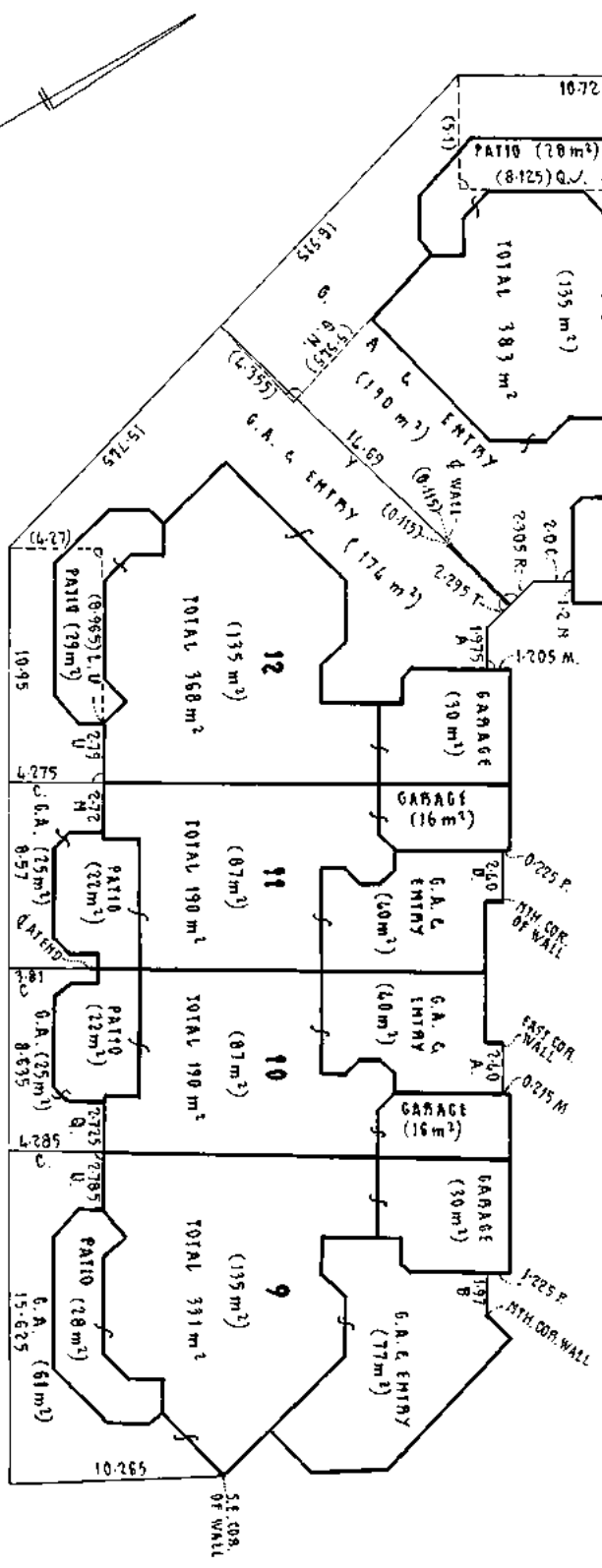
COC 7503 21.9.1993
 Council Clerk



STRATA PLAN 44999



GROUND FLOOR - BLOCK D



GROUND FLOOR - BLOCK C

SEE SHEET 6 FOR NOTES.

Reduction Ratio 1:250

Lengths are in metres

Registered Surveyor

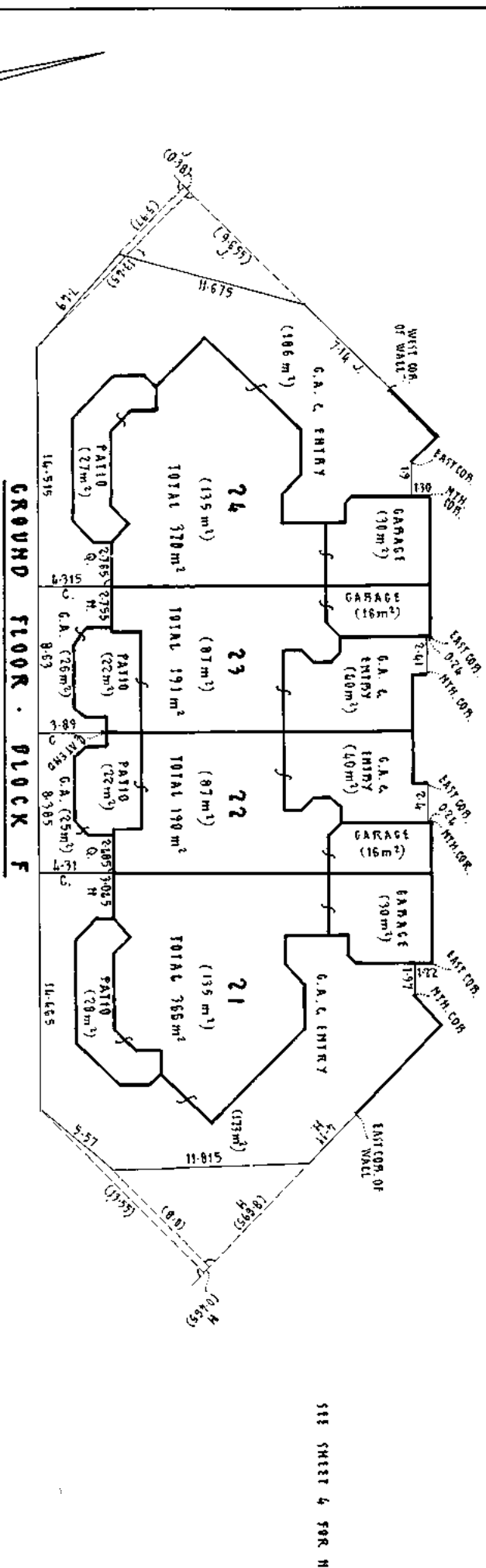
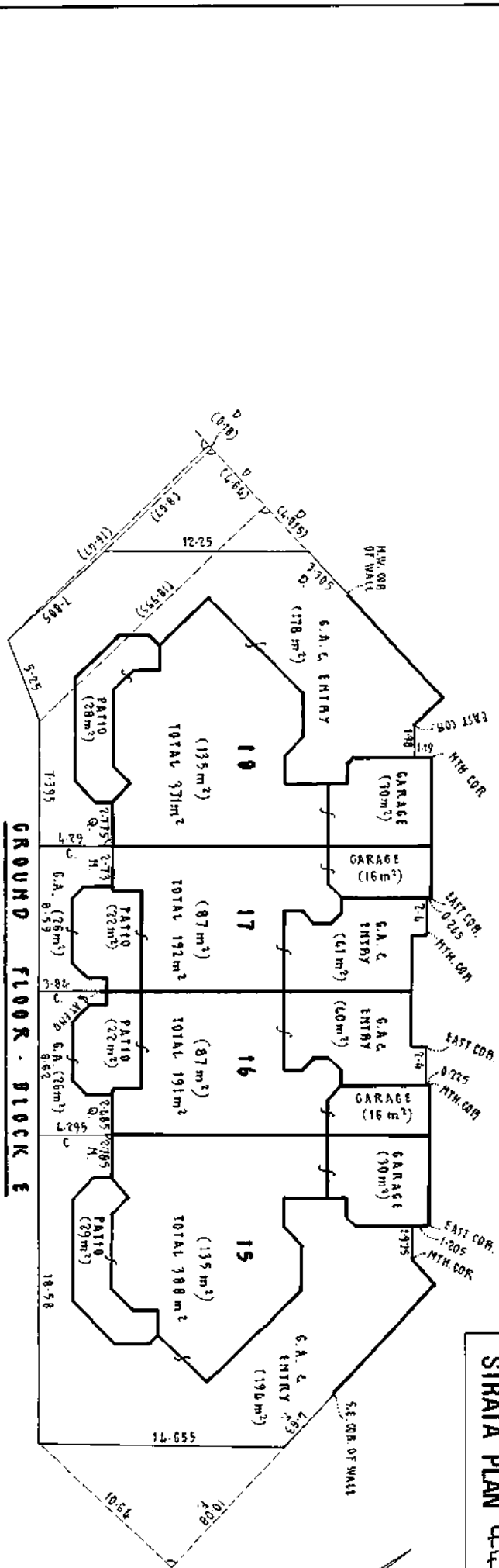
21.9.1993

SURVEYOR'S REFERENCE: L50/1



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 44999



SEE SHEET 4 FOR NOTES

Reduction Ratio 1:250

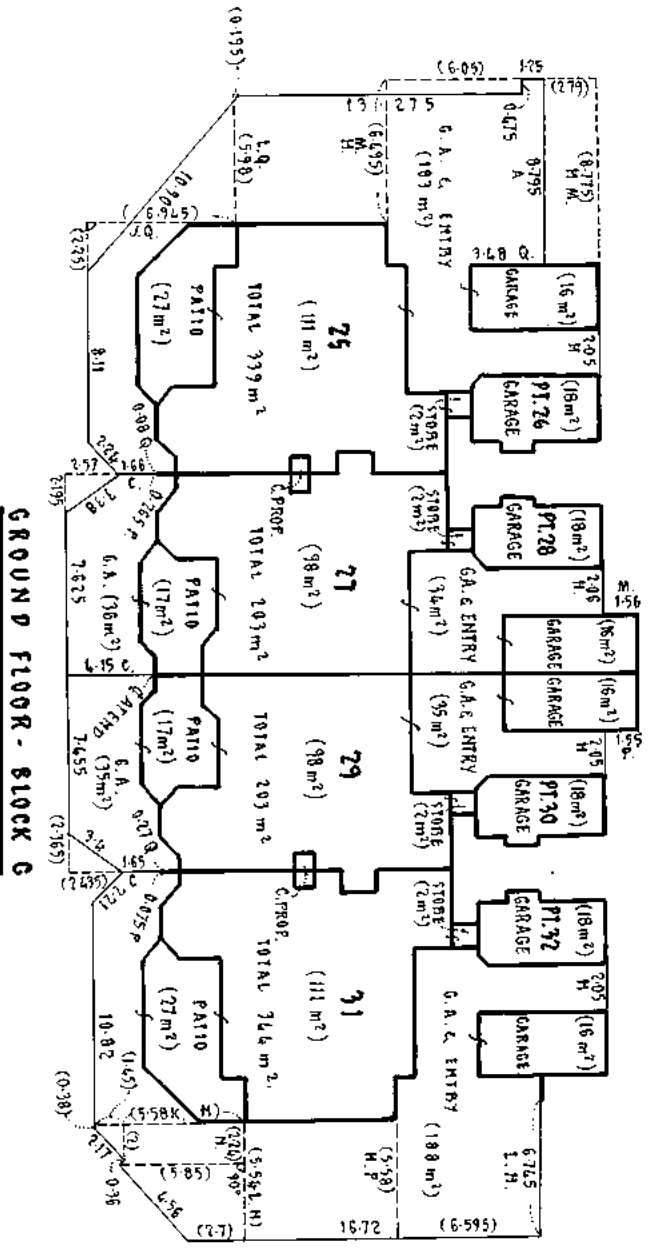
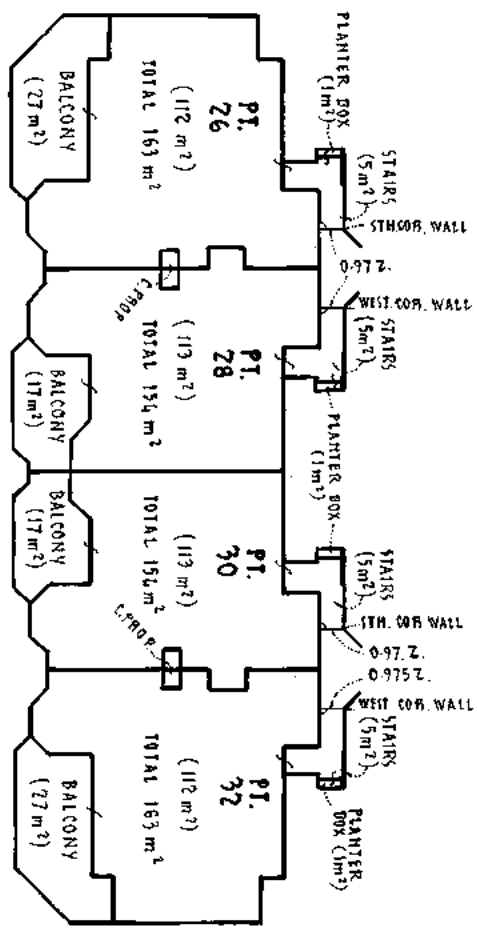
Lengths are in metres

CCC 7503 21.9.1993

Registered Surveyor

Council Clerk

SURVEYORS REFERENCE: 150/1



SEE SHEET 4 FOR NOTES

Reduction Ratio 1:250

Lengths are in metres

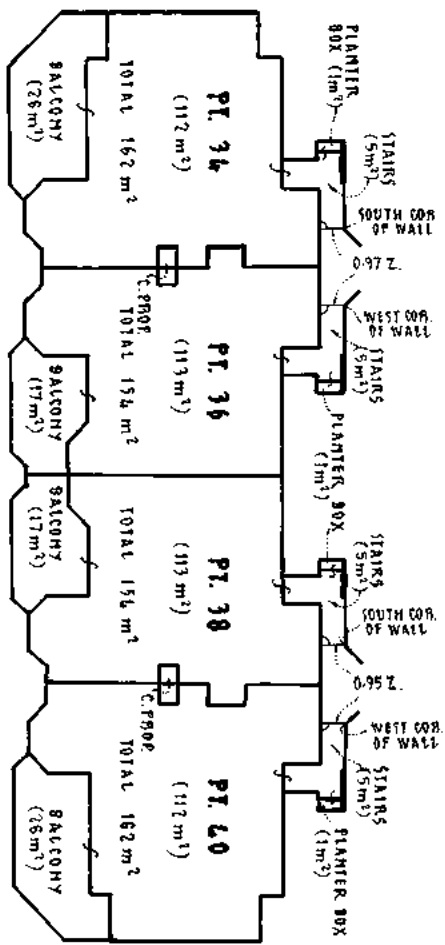
CCC 7503 21.9.1993

Registration Surveyor

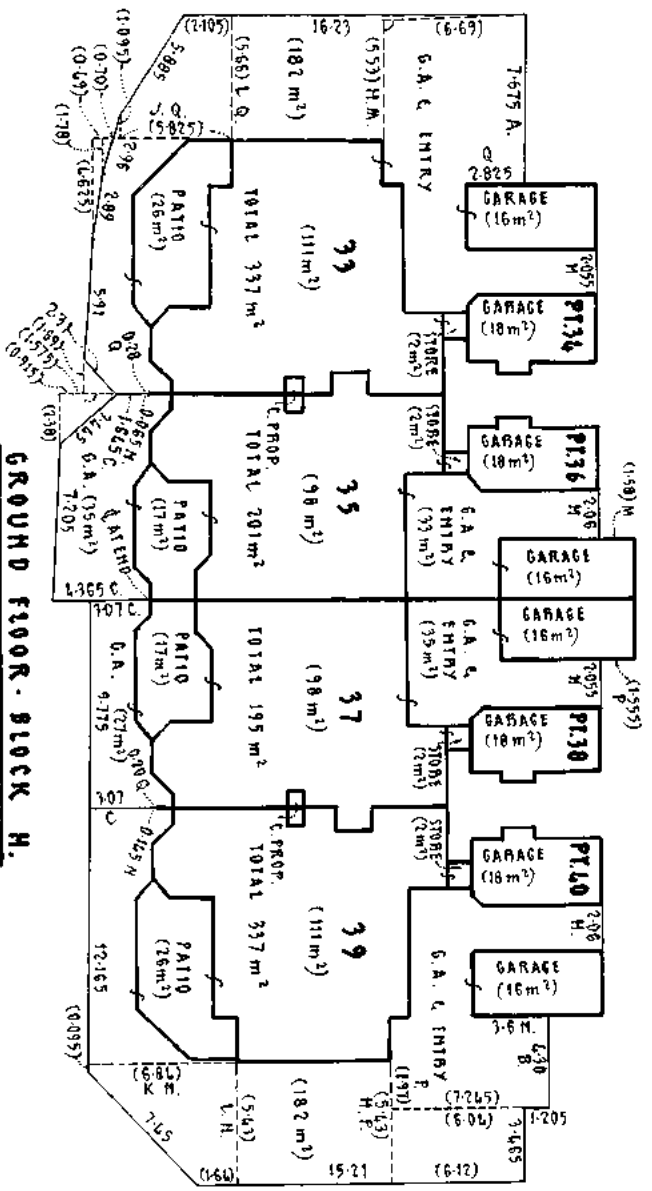
Council Clerk



STRATA PLAN 44999



FIRST FLOOR - BLOCK H



GROUND FLOOR - BLOCK H.

SCHEDULE OF UNIT ENTITLEMENT	LOT NO	UNIT ENTITLEMENT
1	19	15
2	15	15
3	15	15
4	22	20
5	20	15
6	15	15
7	15	21
8	21	20
9	20	15
10	15	15
11	15	15
12	21	21
13	21	21
14	20	20
15	20	20
16	15	15
17	15	15
18	21	20
19	21	20
20	21	21
21	20	20
22	15	15
23	15	15
24	24	15
25	15	15
26	16	16
27	13	13
28	14	14
29	12	12
30	14	14
31	15	15
32	16	16
33	16	16
34	16	16
35	12	12
36	13	13
37	12	12
38	14	14
39	15	15
40	15	15
41	40	40
42	70	70
43	11	11
44	139	139

SEE SHEET 4 FOR NOTES.

Reduction Ratio 1:250

Lengths are in metres

CCC 7503 21.9.1993

Supervisor Reference: L50/1
 Registered Surveyor

Council Clerk



DEPOSITED PLAN ADMINISTRATION SHEET

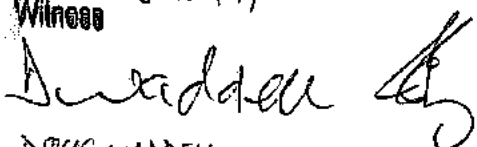
Sheet 1 of 2 sheet(s)

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

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


1. EASEMENT TO DRAIN WATER 5 WIDE (A)
2. EASEMENT TO DRAIN WATER 3.5 WIDE (B)

Signed at PARRAMATTA the 10TH day of AUGUST 2009 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its ACCOUNTS MGR Duly appointed Attorney under Power of Attorney Book 4548 No. 494

Witness

 DOUG WADDELL

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

DP1143513

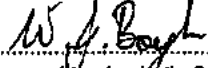
Registered:  28-09-2009
 Title System: TORRENS
 Purpose: EASEMENT

PLAN OF EASEMENTS WITHIN LOT 48
 IN DP 650441, LOT 1 IN DP 554972 &
 COMMON PROPERTY OF SP 44999

LGA: THE HILLS SHIRE
 Locality: BAULKHAM HILLS
 Parish: CASTLE HILL
 County: CUMBERLAND

Surveying Regulation, 2006
 I, WILLIAM JOHN BOYLE
 of NORTH WESTERN SURVEYS PTY. LIMITED
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: N/A

The survey relates to EASEMENTS
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature:  Dated: 16/7/2009
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: ~~.....~~
 Type: ~~Urban/Rural~~

Plans used in the preparation of survey/compilation
 SP 44999 , DP 554972 , DP 650441, DP778671

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

SURVEYOR'S REFERENCE: 13130_COMP 2009M7100(853)COMP.

Crown Lands NSW/Western Lands Office Approval
 I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given
 Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate
 I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:
 the proposed.....set out herein
 (insert 'subdivision' or 'new road')
 * Authorised Person/General Manager/Accredited Certifier
 Consent Authority:
 Date of Endorsement:
 Accreditation no:
 Subdivision Certificate no:
 File no:

* Delete whichever is inapplicable.

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF EASEMENTS WITHIN LOT 48
IN DP 650441, LOT 1 IN DP 554972 &
COMMON PROPERTY OF SP 44999

DP1143513

Registered:  28-09-2009

Subdivision Certificate No: _____

Date of Endorsement: _____

THE COMMON SEAL OF THE OWNERS STRATA PLAN NO 44999 WAS
ON 4TH AUGUST 2009 IN THE PRESENCE OF LEDNARD ROBINSON

SIGNATURE: *L Robinson*

BEING THE PERSON AUTHORISED BY SECTION 238 OF THE STRATA
SCHEMES MANAGEMENT ACT 1996 TO ATTEST THE FIXING OF
THE SEAL.



Executed on behalf of the corporation named below by the
authorised persons whose signatures appear below pursuant to the
authority specified.

Corporation: SUBURBAN CONSTRUCTIONS PTY LTD ACN 000 359688

Authority: Section 127 Corporations Act 2001

M Gremma
Signature of Authorised person:

Michael Gremma
Name of Authorised person:
Office Held: Director

DHL
Signature of Authorised person:

DAVID LEONARD HOYLE
Name of Authorised person:
Office Held: Director

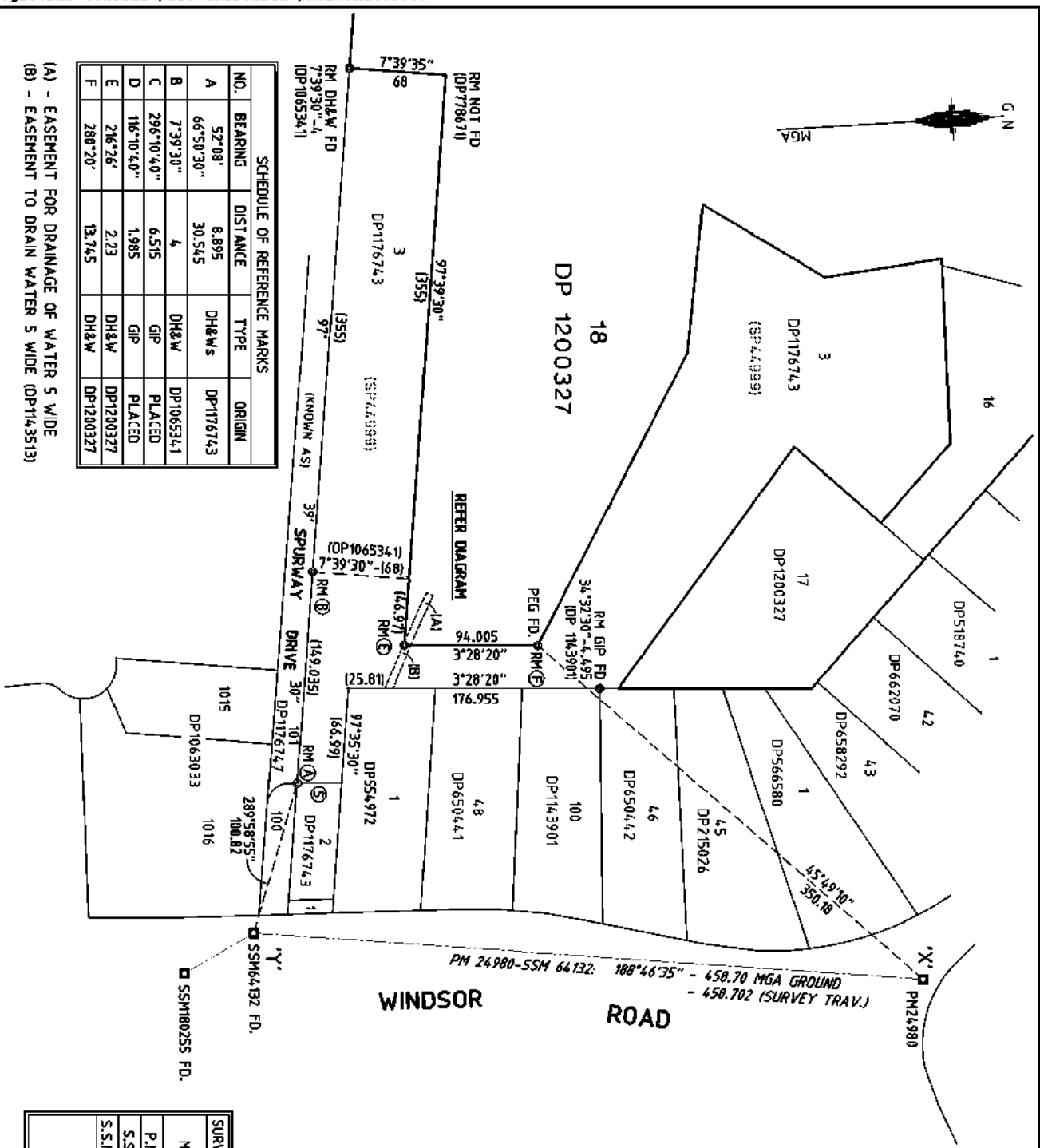
DHL
~~DAVID HOYLE~~
DAVID LEONARD HOYLE

OFFICE USE ONLY

PLAN FORM 1 (A31)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

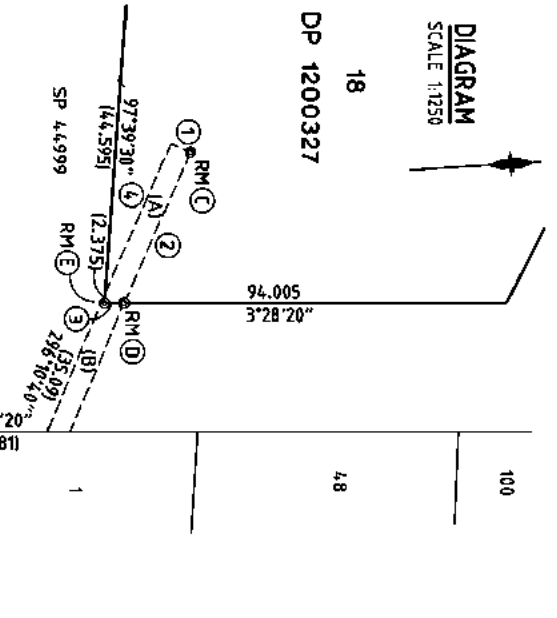
eplan Sheet 1 of 1 sheets



NO.	BEARING	DISTANCE	TYPE	ORIGIN
A	57°08'	8.895	DH&W	DP1176743
B	66°50'30"	30.545	DH&W	DP1065341
C	7°39'30"	4	DH&W	DP1065341
D	296°10'40"	6.515	GP	PLACED
E	116°10'40"	1.985	GP	PLACED
F	216°26'	2.23	DH&W	DP1200327
	280°20'	13.745	DH&W	DP1200327

(A) - EASEMENT FOR DRAINAGE OF WATER 5 WIDE
 (B) - EASEMENT TO DRAIN WATER 5 WIDE (DP1143513)

NO.	BEARING	DISTANCE	CLASS	ORDER	ORIGIN
1	26°10'40"	(5)	B	2	SCMS
2	116°10'40"	(18.5)	B	2	SCMS
3	3°28'20"	(4.6)	C	2	SCMS
4	296°10'40"	(38.025)	C	2	SCMS
5	3°27'55"	31.275	C	4	SCMS



SURVEYING & SPATIAL INFORMATION REGULATION 2012 : CLAUSE 6(1)(2) & 35(1)(B)					
MARK	M.G.A. CO-ORDINATES		CLASS	ORDER	ORIGIN
P.M. 26980	312204.566	6266405.003	B	2	SCMS
S.S.M. 64132	312134.578	6265991.668	B	2	SCMS
S.S.M. 180255	312159.966	6265991.068	C	4	SCMS

SOURCE - M.G.A. CO-ORDINATES WITH SCMS ORIGIN FROM LAND & PROPERTY INFORMATION N.S.W. DATED 8/07/15
 COMBINED SCALE FACTOR - 1:1000013 ZONE - 56

PM CONNECTION REG. 12(4)
 SSM 64132 - SSM 180255: 153°21'19" - 56.611 MGA GROUND
 153°21' - 56.59 BY SURVEY

PM CONNECTION REG. 42(1)
 SSM 64132 - CNR. RME: 307°42'40" 219.627

Surveyor: ROBERT BERNARD GALLAGHER
 Date of Survey: 30/1/15
 Surveyor's Ref: 23180E

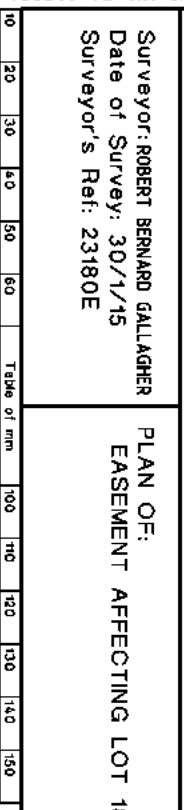
PLAN OF:
 EASEMENT AFFECTING LOT 18 DP1200327

LGA: THE HILLS SHIRE
 Locality: BAULKHAM HILLS
 Subdivision No: _____

Lengths are in metres. Reduction Ratio 1:3000

Registered
 26.3.2015

DP1205403


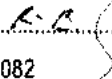


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  26.3.2015</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p> <p>PLAN OF EASEMENT AFFECTING LOT 18 DP1200327</p> <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1205403</p> <p>LGA: THE HILLS SHIRE</p> <p>Locality: BAULKHAM HILLS</p> <p>Parish: CASTLE HILL</p> <p>County: CUMBERLAND</p> <p style="text-align: center;">Survey Certificate</p> <p>I, ROBERT BERNARD GALLAGHER..... of PROUST & GARDNER CONSULTING PTY LTD..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 30/1/2015</p> <p>*(b) The part of the land shown in the plan ("being" excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 30/1/15</p> <p>Surveyor ID: 1082</p> <p>Datum Line: 'X' 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>*Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p style="text-align: center;"> DP1160957 DP1065341 DP778671 DP1143901 DP1176743 SP44999 DP1143513 DP1200327 </p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire/resume land.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
<p>Surveyor's Reference: 23180E</p>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  26.3.2015

Office Use Only

Office Use Only

DP1205403

PLAN OF
EASEMENT AFFECTING LOT 18 DP1200327

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

Subdivision Certificate number:

Date of Endorsement:

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

1. EASEMENT FOR DRAINAGE OF WATER 5 WIDE (A)

If space is insufficient use additional annexure sheet


Surveyor's Reference: 23180E

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

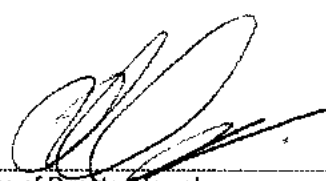
<p>Office Use Only</p> <p>Registered:  26.3.2015</p> <p>PLAN OF EASEMENT AFFECTING LOT 18 DP1200327</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1205403</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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SIGNATURES

EXECUTED by Castle Hill Country Club Limited ACN
000 085 423 in accordance with section 127 of the
Corporations Act:


Signature of Director

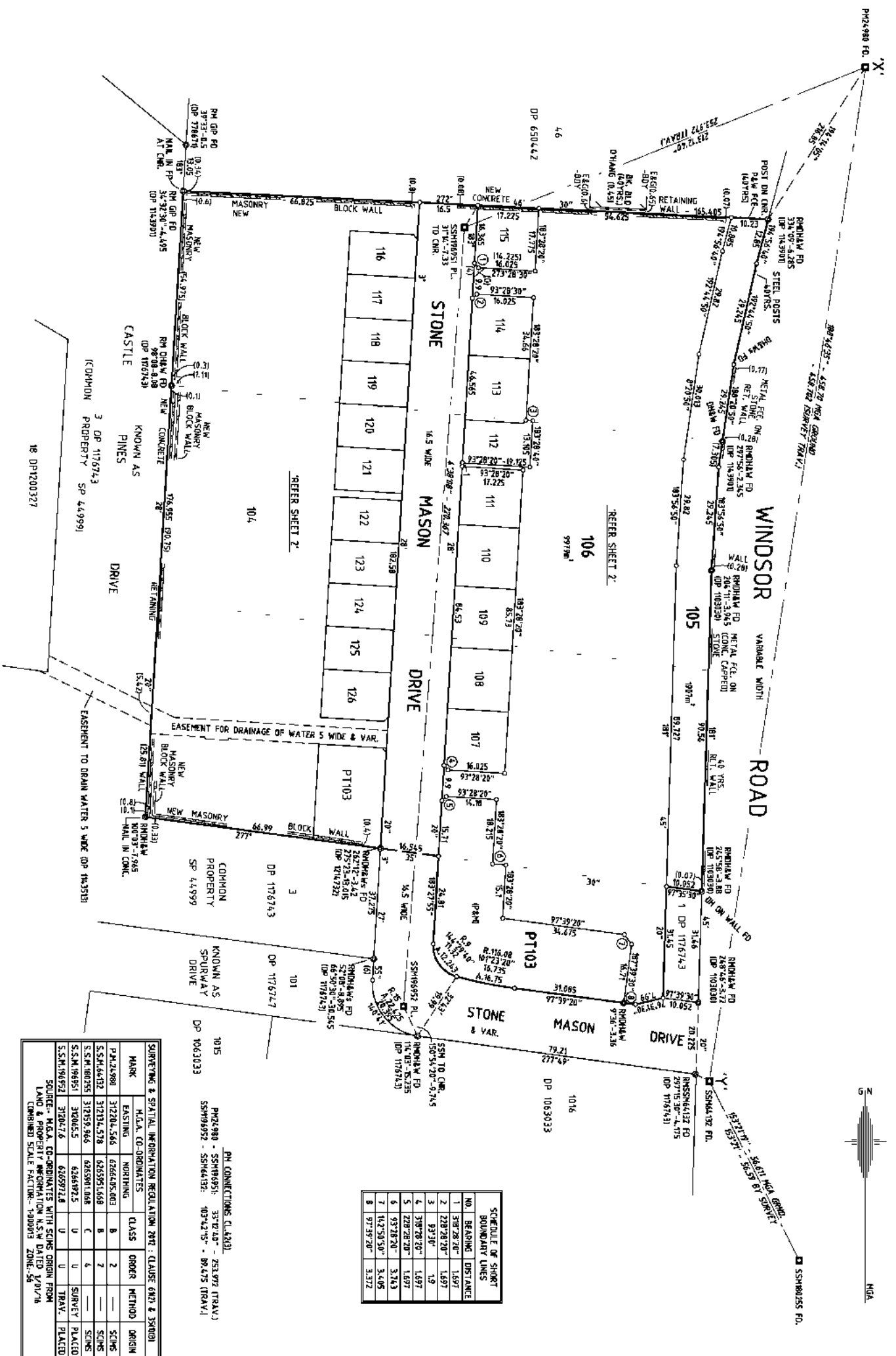
GRAHAM HAYTON
Name (please print)


Signature of Director/Secretary

LINDSAY VERDON
Name (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23180E



NO	BEARING	DISTANCE
1	S 89° 28' 20" W	1.697
2	S 22° 28' 20" W	1.697
3	S 93° 30' W	1.9
4	S 30° 28' 20" W	1.697
5	S 22° 28' 20" W	1.697
6	S 93° 28' 20" W	3.743
7	S 42° 50' 30" W	3.405
8	S 97° 59' 20" W	3.372

MARK	N.G.A. CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
PA.24980	312204.546	B	2	—	SCNS
S.S.M.46432	312124.578	B	2	—	SCNS
S.S.M.180235	312059.946	C	4	—	SCNS
S.S.M.196951	312005.5	U	U	—	SCNS
S.S.M.196952	312007.6	U	U	—	SCNS

SOURCE: M.G.A. CO-ORDINATES WITH SCNS GRID FROM LAND & PROPERTY INFORMATION N.S.W DATED 1/9/17/16
COMBINED SCALE FACTOR: 1/1000000 ± 0.00013 ZONE: 56

Surveyor: ROBERT BERNARD GALLAGHER
Date of Survey: 17/4/16
Surveyor's Ref: 23480 SUB1
2016M7100950

PLAN OF:
SUBDIVISION OF LOT 100 DP1143801
LOT 4,8 DP650441 LOT 1 DPs54972
LOT 201 DP1214732 EASEMENT & RESTRICTIONS
AFFECTING LOT 1 DP1176743

LGA: THE HILLS SHIRE
Locality: BAULKAM HILLS
Subdivision No: 11320
Lengths are in metres. Reduction Ratio: 1:700

Registered
25.10.2016

DP1214733

IGI - EASEMENT TO DRAIN WATER VARIABLE WIDTH

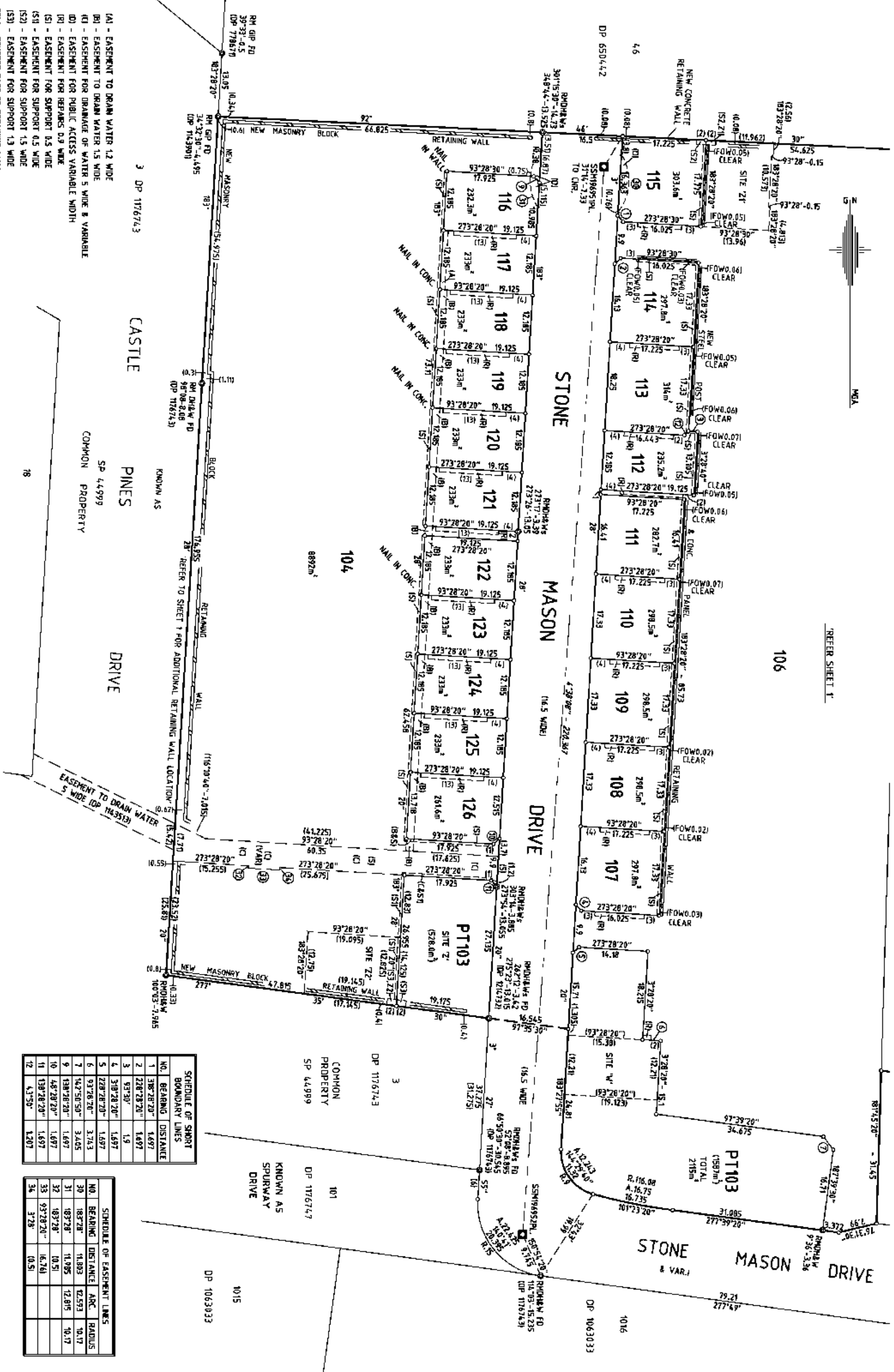
3 DP 1176743
SP 449991
18 DP1200327

REFER SHEET 2:
104

REFER SHEET 2:
105

REFER SHEET 2:
106

REFER SHEET 2:
107



- (A1) - EASEMENT TO DRAIN WATER 1.2 WIDE
- (B1) - EASEMENT TO DRAIN WATER 1.5 WIDE
- (C1) - EASEMENT FOR DRAINAGE OF WATER 5 WIDE & VARIABLE
- (D1) - EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
- (E1) - EASEMENT FOR REPAIRS 0.5 WIDE
- (F1) - EASEMENT FOR SUPPORT 0.5 WIDE
- (G1) - EASEMENT FOR SUPPORT 0.5 WIDE
- (H1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (I1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (J1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (K1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (L1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (M1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (N1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (O1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (P1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (Q1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (R1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (S1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (T1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (U1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (V1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (W1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (X1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (Y1) - EASEMENT FOR SUPPORT 1.5 WIDE
- (Z1) - EASEMENT FOR SUPPORT 1.5 WIDE

COMMON PROPERTY

Surveyor: ROBERT BERNARD GALLAGHER
 Date of Survey: 17/4/16
 Surveyor's Ref: 23480 SUB-1
 2016M7100(950)

PLAN OF:
 SUBDIVISION OF LOT 100 DP1143801
 LOT 4, 8 DP650441 LOT 1 DP554972
 LOT 201 DP1214732 EASEMENT & RESTRICTIONS
 AFFECTING LOT 1 DP176743

LGA: THE HILLS SHIRE
 Locality: BAULKHAM HILLS
 Subdivision No: 11320
 Lengths are in metres. Reduction Ratio: 1:500

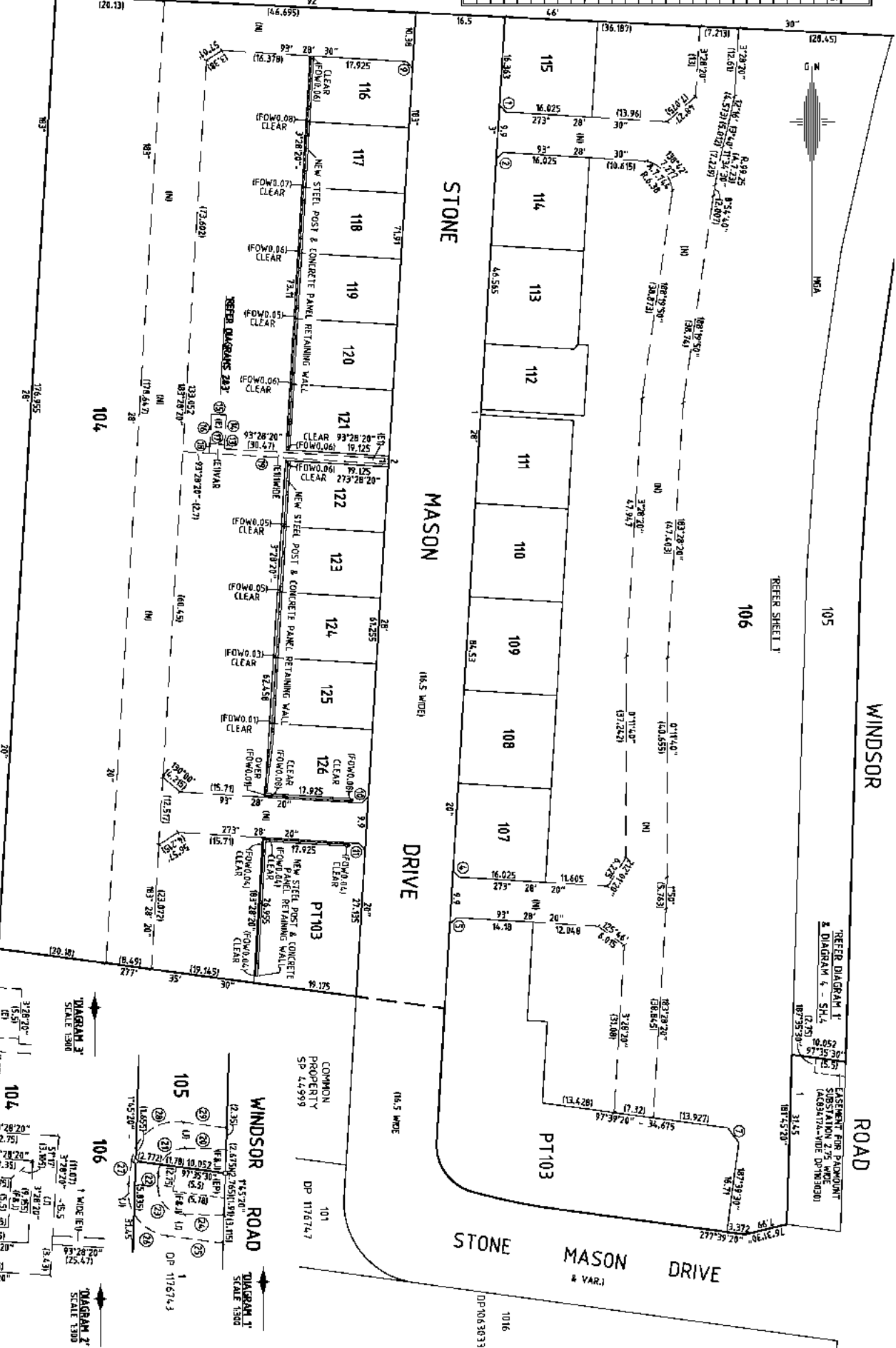
Registered
 25.10.2016

DP1214733

NO.	BEARING	DISTANCE
1	288°28'20"	1.697
2	228°28'20"	1.697
3	93°30'	1.9
4	318°28'20"	1.697
5	228°28'20"	1.697
6	93°30'	3.713
7	142°50'50"	3.405
8	188°28'20"	1.697
9	188°28'20"	1.697
10	188°28'20"	1.697
11	188°28'20"	1.697
12	188°28'20"	1.697

NO.	BEARING	DISTANCE	ARC	RADIUS
30	188°28'	11.089	0.593	10.17
31	188°28'	11.085	0.593	10.17
32	188°28'	10.51	0.51	10.17
33	188°28'	10.51	0.51	10.17
34	188°28'	10.51	0.51	10.17

BOUNDARY & EASEMENT LINES			
NO.	BEARING	DIST.	ARC RADIUS
1	310°28'20"	1.897	
2	72°28'20"	1.897	
4	310°28'20"	1.897	
5	162°50'50"	3.405	
9	190°28'20"	1.897	
10	48°28'20"	1.897	
11	138°28'20"	1.897	
13	183°28'20"	1.871	
14	310°28'20"	1.871	
15	273°28'20"	12.931	
16	183°28'20"	12.931	
17	93°28'20"	12.931	
18	183°28'20"	12.931	
19	273°28'20"	12.931	
20	91°17'40"	14.579	
21	228°17'40"	14.579	
22	17°14'0"	11.951	
23	136°17'40"	14.579	
24	91°17'40"	14.579	
25	97°35'30"	16.291	
26	142°55'30"	17.079	
27	7°35'30"	17.079	
28	232°35'30"	17.079	
29	277°35'30"	14.991	
164	183°28'20"	14.540	
165	273°28'20"	14.540	
166	273°28'20"	14.540	



SCHEDULE OF BOUNDARY & EASEMENT LINES			
NO.	BEARING	DIST.	ARC RADIUS
1	310°28'20"	1.897	
2	72°28'20"	1.897	
4	310°28'20"	1.897	
5	162°50'50"	3.405	
9	190°28'20"	1.897	
10	48°28'20"	1.897	
11	138°28'20"	1.897	
13	183°28'20"	1.871	
14	310°28'20"	1.871	
15	273°28'20"	12.931	
16	183°28'20"	12.931	
17	93°28'20"	12.931	
18	183°28'20"	12.931	
19	273°28'20"	12.931	
20	91°17'40"	14.579	
21	228°17'40"	14.579	
22	17°14'0"	11.951	
23	136°17'40"	14.579	
24	91°17'40"	14.579	
25	97°35'30"	16.291	
26	142°55'30"	17.079	
27	7°35'30"	17.079	
28	232°35'30"	17.079	
29	277°35'30"	14.991	
164	183°28'20"	14.540	
165	273°28'20"	14.540	
166	273°28'20"	14.540	

CASTLE PINES DRIVE

KNOWN AS PINES

COMMON PROPERTY SP 44,999

3 DP 117,674.3

Surveyor: ROBERT BERNARD GALLAGHER
 Date of Survey: 17/4/16
 Surveyor's Ref: 23180 SUB-1
 2016H71009590

PLAN OF: SUBDIVISION OF LOT 100 DP1143801
 LOT 4, 8 DP650441 LOT 1 DP554972
 LOT 201 DP1214732 EASEMENT & RESTRICTIONS
 AFFECTING LOT 1 DP117674.3

LGA: THE HILLS SHIRE
 Locality: BAULKHAM HILLS
 Subdivision No: 11320
 Lengths are in metres. Reduction Ratio: 1:500

Registered
 25/10/2016
 DP1214733

NO.	BEARING	DIST.	NO.	BEARING	DIST.
30	93°28'20"	172.961	106	80°11'30"	134.971
31	236°13'30"	14.081	107	80°11'30"	134.618
32	10°26'05"	144.551	108	192°07'	13.897
33	193°29'50"	14.135	109	200°51'	13.405
34	192°15'40"	14.484	110	214°55'	12.421
35	3°28'10"	13.114	111	229°12'	12.832
36	93°28'20"	134.573	112	93°28'20"	128.335
38	102°15'40"	14.573	113	93°28'20"	10.793
39	193°29'50"	5.012	114	49°12'	13.341
40	100°54'40"	12.007	115	34°55'	11.771
41	188°49'50"	16.531	117	20°31'	13.751
42	99°49'50"	10.511	118	183°17'	13.593
43	81°19'30"	11	119	0°11'40"	13.938
44	2°08'50"	10.511	120	91°07'20"	10.251
45	188°49'50"	12.713	121	80°11'40"	11
46	188°28'20"	47.103	122	271°07'20"	16.919
47	188°11'40"	15.585	123	0°11'40"	11
48	270°11'40"	10.261	124	80°11'40"	123.751
49	188°11'40"	10.854	125	183°28'20"	18.769
50	270°11'40"	10.261	126	94°05'40"	16.919
51	80°11'40"	127.305	127	183°28'20"	11
52	90°11'40"	10.261	128	271°05'40"	16.919
53	180°11'40"	10.261	129	183°28'20"	159.430
54	270°11'40"	10.261	130	92°20'10"	119.104
55	180°11'40"	16.083	131	92°18'30"	117.284
56	181°50'	15.763	132	183°28'20"	13.180
57	181°16'40"	16.633	133	95°54'	11
58	88°14'	18.131	134	181°59'30"	12.147
59	326°36'10"	11	135	97°44'10"	16.653
60	3°28'20"	11	136	81°19'30"	14.533
61	40°28'30"	11	137	98°19'50"	10.251
62	178°49'20"	14.203	138	88°49'50"	11
63	184°53'50"	11.211	139	98°19'50"	14.251
64	183°28'20"	11.226	140	88°49'50"	14.511
65	279°12'	105.571	141	271°04'10"	16.531
66	287°44'40"	11.201	142	88°49'50"	16.371
67	342°35'30"	11.201	143	180°54'40"	12.872
68	353°17'20"	15.485	144	93°28'20"	12.858
69	138°47'20"	13.211	145	13°39'50"	11.007
70	320°28'40"	11.511	146	280°24'	13.241
71	276°36'	11.538	147	58°19'50"	13.763
72	255°59'20"	10.613	148	271°28'30"	13.185
73	208°59'40"	10.671	151	271°28'30"	14.378
74	87°12'	19.055	152	86°06'20"	11.805
75	185°34'30"	14.375	153	239°19'	12.984
76	312°14'	16.554	154	211°19'	11.384
77	97°25'30"	11.002	155	20°27'20"	12.455
78	183°12'40"	15.458	156	183°28'20"	15.927
79	5°34'30"	14.412	157	93°28'20"	11
80	174'	19.263	158	88°28'20"	11
81	28°55'40"	11.293	159	93°28'20"	14.711
82	75°39'20"	11.231	160	27°27'20"	13.246
83	9°45'20"	10.026	161	27°27'20"	10.711
84	140°29'40"	11.723	162	183°28'20"	16.711
85	159°47'20"	13.511	163	271°28'20"	16.711
86	113°21'20"	15.211	164	183°28'20"	14.549
89	9°32'	18.025	167	93°28'20"	10.711
90	57°20'10"	11.351	168	183°28'20"	125.634
91	183°28'20"	15.451	169	174°42'30"	16.991
92	272°58'10"	15.978	170	93°28'20"	10.238
93	183°28'20"	10.753	171	3°28'20"	11
94	271°28'10"	11	172	93°28'20"	10.708
95	183°28'20"	10.316	173	174°42'30"	13.253
96	293°17'40"	12.019	174	154°54'20"	13.482
97	93°28'20"	12.519	175	183°55'20"	18.511
98	183°28'20"	11.331	176	56°55'40"	14.887
99	283°20'	13.449	177	271°28'20"	15.765
100	271°58'10"	12.971	178	271°28'20"	15.711
101	183°28'20"	11	179	236°56'40"	16.211
102	183°28'20"	12.412	180	183°28'20"	10.511
103	81°19'30"	15.751	181	93°28'20"	10.939
104	0°11'40"	14.894	182	178°24'	11.951
105	91°07'20"	15.651	183	89°42'40"	14.665

NO.	BEARING	DISTANCE	ARC	RADIUS
1	310°28'20"	1.697		
2	228°28'20"	1.697		
3	138°28'20"	1.697		
4	310°28'20"	1.697		
5	138°28'20"	1.697		
6	138°28'20"	1.697		
7	138°28'20"	1.697		
8	138°28'20"	1.697		
9	138°28'20"	1.697		
10	138°28'20"	1.697		
11	138°28'20"	1.697		
12	138°28'20"	1.697		
13	138°28'20"	1.697		
14	138°28'20"	1.697		
15	138°28'20"	1.697		

SCHEDULE OF BOUNDARY & EASEMENT LINES

CASTLE PINES DRIVE

COMMON PROPERTY SP 44999 DP 1716747

KNOWN AS

Surveyor: ROBERT BERNARD GALLAGHER

Date of Survey: 17/4/16

Surveyor's Ref: 20160 SUB1

SUBDIVISION OF LOT 100 DP1143801

LOT 48 DP655044 LOT 1 DP554972

LOT 201 DP1214732 EASEMENT & RESTRICTIONS

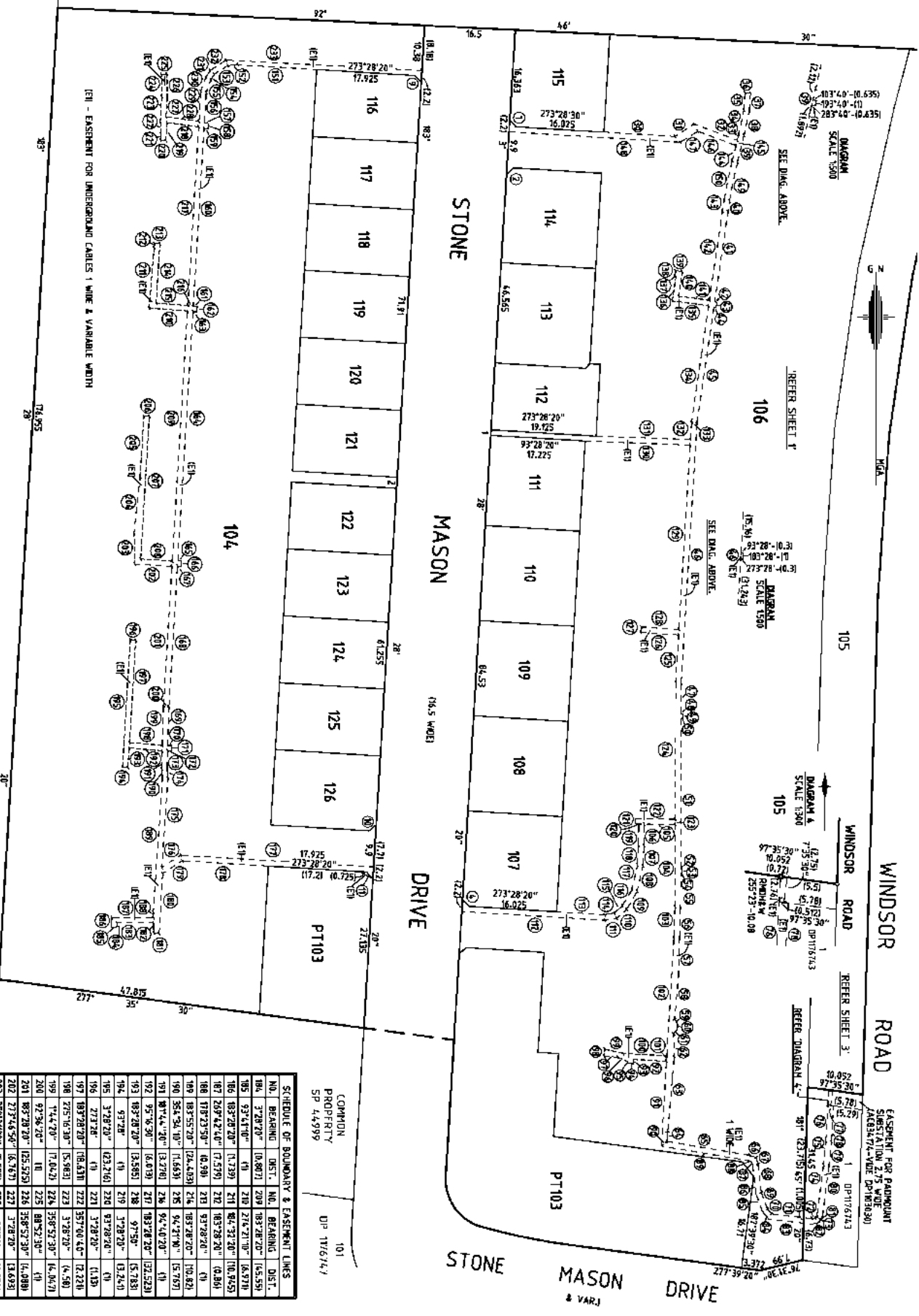
AFFECTING LOT 1 DP1716747

LGA: THE HILLS SHIRE

Localities: BAULKHAM HILLS

Subdivision No: 11320

Lengths are in metres. Reduction Ratio: 1:500

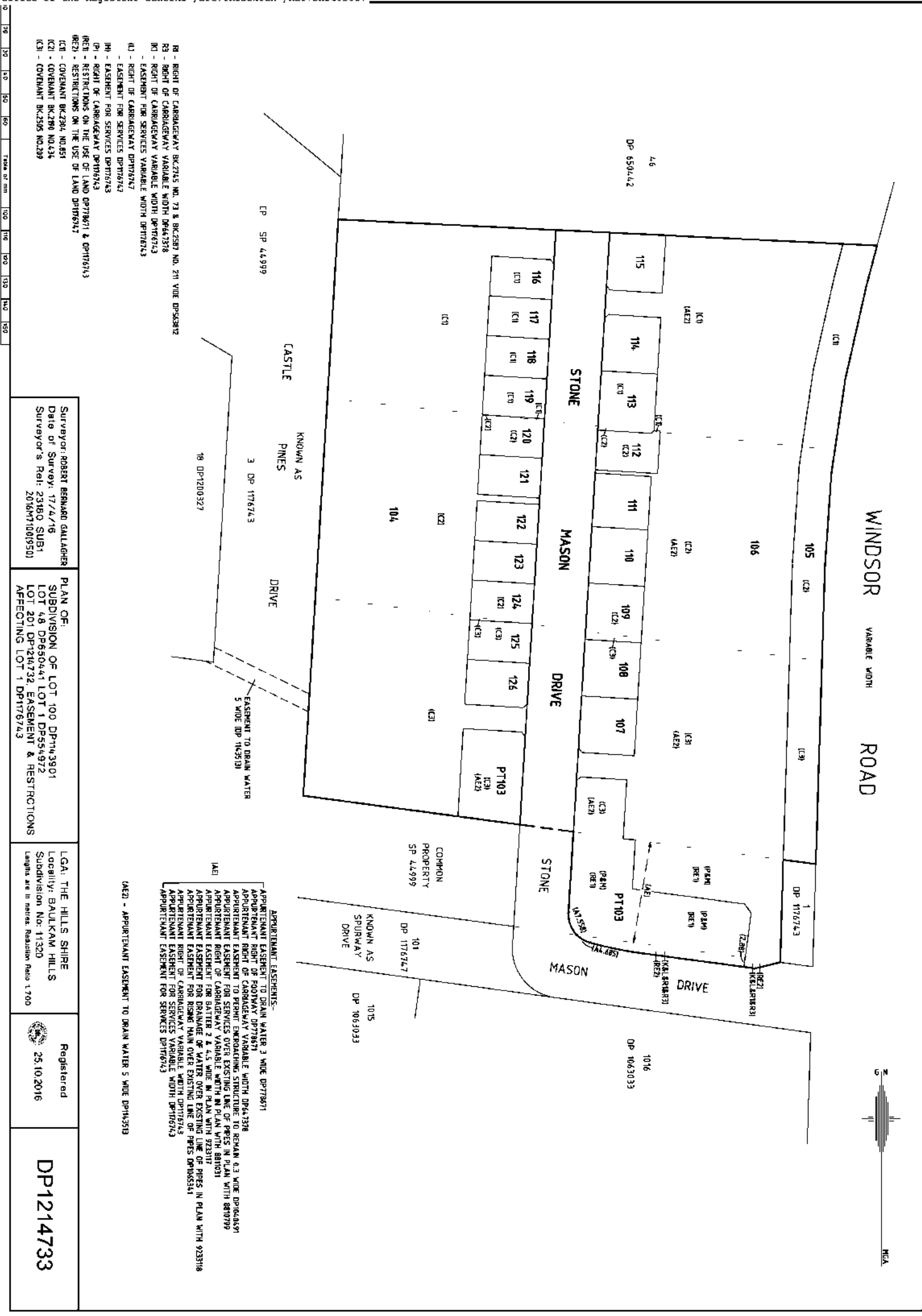


NO.	BEARING	DIST.	NO.	BEARING	DIST.
201	338°31'20"	15.585	228	97°50'	16.014
204	186°07'30"	10.611	229	3°28'20"	15.487
205	183°28'20"	11.004	230	200°02'20"	12.711
206	93°28'20"	126.618	232	237°10'	13.921
207	3°28'20"	126.618	233	93°28'20"	15.311

SCHEDULE OF BOUNDARY & EASEMENT LINES

COMMON PROPERTY SP 44999 DP 1716747

101



R1 - RIGHT OF CARRIAGEWAY BK2345 NO. 73 & BK2587 NO. 211 VIDE DP52812
 R3 - RIGHT OF CARRIAGEWAY VARIABLE WIDTH DP464378
 R4 - RIGHT OF CARRIAGEWAY VARIABLE WIDTH DP176743
 R5 - EASEMENT FOR SERVICES VARIABLE WIDTH DP176743
 (U) - RIGHT OF CARRIAGEWAY DP176747
 E1 - EASEMENT FOR SERVICES DP176743
 (P) - RIGHT OF CARRIAGEWAY DP176743
 (RE2) - RESTRICTIONS ON THE USE OF LAND DP176747 & DP176743
 (C1) - COVENANT BK2304 NO.551
 (C2) - COVENANT BK2180 NO.434
 (C3) - COVENANT BK2395 NO.289

Surveyor: ROBERT BERNARD GALLAGHER
 Date of Survey: 17/4/16
 Surveyor's Ref: 23180 SUB1
 2016M710010501

PLAN OF:
 SUBDIVISION OF LOT 100 DP1143901
 LOT 48 DP650441 LOT 1 DP554972
 Surveyor's Ref: 23180 SUB1
 AFFECTING LOT 1 DP176743

LGA: THE HILLS SHIRE
 Locality: BAULKAM HILLS
 Subdivision No: 11320
 Lengths are in metres. Reduction Ratio: 1:700

Registered
 25.10.2016

DP1214733


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p>Registered:  25.10.2016 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1214733</h1>															
<p>PLAN OF SUBDIVISION OF LOT 100 DP1143901 LOT 48 DP 650441 LOT 1 DP 554972 LOT 201 DP 1214732 AND EASEMENT & RESTRICTIONS AFFECTING LOT 1 DP1176743</p>	<p>LGA: THE HILLS SHIRE</p> <p>Locality: BAULKHAM HILLS</p> <p>Parish: CASTLE HILL</p> <p>County: CUMBERLAND</p>															
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, ROBERT BERNARD GALLAGHER of PROUST & GARDNER CONSULTING PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 17/4/16</p> <p>*(b) The part of the land shown in the plan ("being"/"excluding" ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <i>R.B. Gallagher</i> Dated: 11/7/16</p> <p>Surveyor ID: 1082</p> <p>Datum Line: 'X' 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p><small>*Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>															
<p style="text-align: center;">Subdivision Certificate</p> <p style="text-align: center; font-size: 1.2em;">ANDREW BROOKS</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>A.M. Brooks</i></p> <p>Accreditation number:</p> <p>Consent Authority: The Hills Shire Council</p> <p>Date of endorsement: <i>19.8.16</i></p> <p>Subdivision Certificate number: <i>11320</i></p> <p>File number: 1374/2011/JP (Stage 1), <i>5.17.SC</i></p> <p><small>*Strike through if inapplicable.</small></p>	<p>Plans used in the preparation of survey/compilation.</p> <table style="width:100%; border: none;"> <tr> <td>DP 1143901</td> <td>DP 650441</td> <td>DP 554972</td> </tr> <tr> <td>DP 1176743</td> <td>DP 1176747</td> <td>DP 1214732</td> </tr> <tr> <td>DP1063033</td> <td>DP1103030</td> <td>DP646970</td> </tr> <tr> <td>DP563812</td> <td>DP647378</td> <td>DP1065341</td> </tr> <tr> <td>DP1205403</td> <td></td> <td></td> </tr> </table> <p style="text-align: center;"><small>If space is insufficient continue on PLAN FORM 6A</small></p>	DP 1143901	DP 650441	DP 554972	DP 1176743	DP 1176747	DP 1214732	DP1063033	DP1103030	DP646970	DP563812	DP647378	DP1065341	DP1205403		
DP 1143901	DP 650441	DP 554972														
DP 1176743	DP 1176747	DP 1214732														
DP1063033	DP1103030	DP646970														
DP563812	DP647378	DP1065341														
DP1205403																
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF STONE MASON DRIVE 16.5 WIDE TO THE PUBLIC AS PUBLIC ROAD</p>	<p>Surveyor's Reference: 23180 SUB1</p>															
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>																


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  25.10.2016	Office Use Only
PLAN OF SUBDIVISION OF LOT 100 DP1143901 LOT 48 DP 650441 LOT 1 DP 554972 LOT 201 DP 1214732 AND EASEMENT & RESTRICTIONS AFFECTING LOT 1 DP1176743	DP1214733
Subdivision Certificate number: 11320 Date of Endorsement: 18.8.16	

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

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

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

1. EASEMENT TO DRAIN WATER 1.2 WIDE (A)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
3. EASEMENT FOR DRAINAGE OF WATER 5 WIDE & VARIABLE (C)
4. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (D)
5. EASEMENT FOR REPAIRS 0.9 WIDE (R)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E)
11. EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (E1)
12. RESTRICTION ON THE USE OF LAND (F)
13. RESTRICTION ON THE USE OF LAND (J)
14. RIGHT OF ACCESS VARIABLE WIDTH (N)
15. EASEMENT FOR SUPPORT 0.5 WIDE (S)
16. EASEMENT FOR SUPPORT 0.5 WIDE (S1)
17. EASEMENT FOR SUPPORT 1.5 WIDE (S2)
18. EASEMENT FOR SUPPORT 1.3 WIDE (S3)
19. EASEMENT TO DRAIN WATER VARIABLE WIDTH (G)

IT IS INTENDED TO RELEASE:

1. EASEMENT TO DRAIN WATER 3.5 WIDE DP 1143513

If space is insufficient use additional annexure sheet


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

 **Registered:** 25.10.2016 Office Use Only

Office Use Only

DP1214733

PLAN OF SUBDIVISION OF
 LOT 100 DP1143901 LOT 48 DP 650441
 LOT 1 DP 554972 LOT 201 DP 1214732 AND
 EASEMENT & RESTRICTIONS AFFECTING LOT 1
 DP1176743

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

Subdivision Certificate number: 11320
 Date of Endorsement: 18.2.16

STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
103	N/A	STONE MASON	DRIVE	BAULKHAM HILLS
104	N/A	STONE MASON	DRIVE	BAULKHAM HILLS
105	N/A	WINDSOR	ROAD	BAULKHAM HILLS
106	N/A	STONE MASON	DRIVE	BAULKHAM HILLS
107	15	STONE MASON	DRIVE	BAULKHAM HILLS
108	17	STONE MASON	DRIVE	BAULKHAM HILLS
109	19	STONE MASON	DRIVE	BAULKHAM HILLS
110	21	STONE MASON	DRIVE	BAULKHAM HILLS
111	23	STONE MASON	DRIVE	BAULKHAM HILLS
112	25	STONE MASON	DRIVE	BAULKHAM HILLS
113	27	STONE MASON	DRIVE	BAULKHAM HILLS
114	29	STONE MASON	DRIVE	BAULKHAM HILLS
115	31	STONE MASON	DRIVE	BAULKHAM HILLS
116	36	STONE MASON	DRIVE	BAULKHAM HILLS
117	34	STONE MASON	DRIVE	BAULKHAM HILLS
118	32	STONE MASON	DRIVE	BAULKHAM HILLS
119	30	STONE MASON	DRIVE	BAULKHAM HILLS
120	28	STONE MASON	DRIVE	BAULKHAM HILLS
121	26	STONE MASON	DRIVE	BAULKHAM HILLS
122	24	STONE MASON	DRIVE	BAULKHAM HILLS
123	22	STONE MASON	DRIVE	BAULKHAM HILLS
124	20	STONE MASON	DRIVE	BAULKHAM HILLS
125	18	STONE MASON	DRIVE	BAULKHAM HILLS
126	16	STONE MASON	DRIVE	BAULKHAM HILLS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 22032 SUB1


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  25.10.2016 Office Use Only

Office Use Only

DP1214733

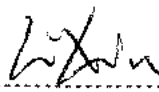
PLAN OF SUBDIVISION OF
LOT 100 DP1143901 LOT 48 DP 650441
LOT 1 DP 554972 LOT 201 DP 1214732 AND
EASEMENT & RESTRICTIONS AFFECTING LOT 1
DP1176743

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

Subdivision Certificate number: 11320
Date of Endorsement: 12.2.16

SIGNATURES

Executed by Harman & Silverstone Project Pty Limited (ACN 166 405 170) in accordance with Section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:



Signature of Director

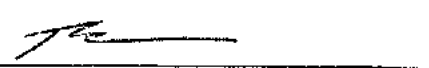

Signature of Director/Company Secretary

XIN LI
Name of Director in full

XIN HE
Name of Director/Company Secretary in full

Signed on behalf of Perpetual Corporate Trust Limited (ABN 99 000 341 533) by its Attorney pursuant to Power of Attorney Book 4676 Number 134 in the presence of:


Signature of witness


Signature of Attorney

Brent Thompson
Solicitor
Name of witness in full

Trent Franklin
Manager Custody
Name of Attorney

Governor Macquarie Tower, 1 Farrer Place
SYDNEY NSW 2000
Address of witness

L12, 123 PITT ST
SYDNEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23180 SUB1

System Document Identification

Land Registry Document Identification

Form Number:01T-e
Template Number:t_nsw18
ELN Document ID:551702715
ELN NOS ID:551702717

TRANSFER
New South Wales
Real Property Act 1900

AQ408365

Stamp Duty: 9870988-001

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.

LODGED BY:

Responsible Subscriber: BANKWEST ABN 48123123124
Address: L 7A, 300 Murray ST
Perth 6000
Telephone:
ELNO Subscriber Number: 942
Customer Account Number: 501033
Document Collection Box: 1W
Client Reference: 12184463 EW

LAND TITLE REFERENCE

236/217501

TRANSFEROR

TRAVIS DOMINIC TANTI
KATIE ANNE TANTI

TRANSFeree

GEOFFREY EDWARD TAPPENDEN
ANNETTE TAPPENDEN
Tenancy: Joint Tenants

CONSIDERATION

The transferor acknowledges receipt of the consideration of \$1,535,000.00

ESTATE TRANSFERRED

FEE SIMPLE

The Transferor transfers to the Transferee the Estate specified in this Instrument and acknowledges receipt of any Consideration shown.

SIGNING FOR TRANSFEROR

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to verify the identity of the transferor.

Party Represented by Subscriber:

TRAVIS DOMINIC TANTI
KATIE ANNE TANTI

Signed By:Adele Brincat
ELNO Signer Number: 74882

Signer Capacity:Practitioner Certifier
Digital Signing Certificate Number:

**Signed for
Subscriber:**

DOTT & CROSSITT SOLICITORS PTY LTD ABN 32603900205
DOTT & CROSSITT SOLICITORS PTY LTD

Subscriber Capacity:Representative Subscriber

ELNO Subscriber Number: 19099

Customer Account Number:502048

Date: 21/09/2020

SIGNING FOR TRANSFEREE

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to verify the identity of the transferee.

Party Represented by Subscriber:

GEOFFREY EDWARD TAPPENDEN

ANNETTE TAPPENDEN

Signed By: Natalie Sheree Bright

Signer Capacity:Practitioner Certifier

ELNO Signer Number: 44413

Digital Signing Certificate Number:

**Signed for
Subscriber:**

ROSE CONVEYANCING SERVICES PTY LTD ABN 66104299701

ROSE CONVEYANCING

Subscriber Capacity:Representative Subscriber

ELNO Subscriber Number: 18245

Customer Account Number:501951

Date: 21/09/2020

Lodger Details

Lodger Code 506516Q
Name ADVOCATUS LAWYERS & CONSULTANTS
Address L 26, 1 BLIGH ST
SYDNEY 2000
Lodger Box 1W
Email DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference DP270972-1528

Land Registry Document Identification

AS587071

STAMP DUTY:

Amendment of Management Statement (21CSM)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
1/270972	N	

Applicant

COMMUNITY ASSOCIATION DP270972
Other legal entity

Document Type

Amendment of Management Statement (21CSM)

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

Attachment

See attached Dealing

Execution

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

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

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

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

Executed on behalf of COMMUNITY ASSOCIATION DP270972
Signer Name DARREN CHARLES KANE
Signer Organisation DARREN CHARLES KANE
Signer Role PRACTITIONER CERTIFIER
Execution Date 26/10/2022

Form: 21CSM
Release: 2.6

**AMENDMENT/CONSOLIDATION
OF
MANAGEMENT STATEMENT
New South Wales**

AS587071V

**Section 108 Community Land Development Act 2021
Section 28 Community Land Development Regulation 2021**

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

(A) **TORRENS TITLE**

1/270972

(B) **LOGGED BY**

Document Collection Box 573X	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited	CODE CS
	Email: anita.dalag@netstrata.com.au	
	Reference: 270972	

(C) **APPLICANT**

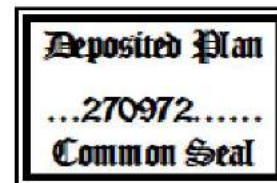
Community Association	Deposited Plan No. 270972
-----------------------	---------------------------

(D) The applicant certifies that a special resolution was passed on 23 June 2022 pursuant to the requirements of section 131 of the Community Land Management Act 2021 to amend the management statement as follows:

(E) **BY-LAWS**

Repealed not applicable	Added/Amended 25, 26 as fully set out below
----------------------------	------------------------------------------------

(F) **TEXT OF ADDED/AMENDED BY-LAW**



(G) A consolidated version of the management statement affecting the abovementioned association and incorporating the change referred to at Note (E) is annexed hereto and marked

(H) The common seal of the Community association deposited plan 270972 was affixed hereto in the presence of a person authorised by section 235 of the Community Land Management Act 2021 to attest the affixing of the seal.

Signature of witness:  Electronic signature of me, Anita Dalag, affixed by me, on 4/10/22 at 10:10 AM Property & Stock Agent Act 2002 Licence No 867112

Name of witness: Anita Dalag- Netstrata-Strata Mgr

Date: _____

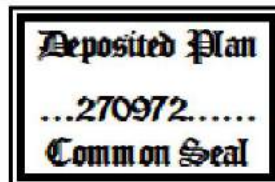


By-Laws

Electronic signature of me, Anita Dalag,
affixed by me, on 4/10/22 at 10:10 AM
Property & Stock Agent Act 2002 Licence No
867112

Community Association 270972 1-32 DURACK CRESCENT BAULKHAM HILLS

AS587071V



25 Pre-Meeting & Electronic Voting

Registration Date: 04/10/2022

A) Intention

The intention of this By-law is to provide authorisation to both the Association and Association Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Association or Association Committee.

B) Pre-Meeting Electronic Voting

The Association, in addition to the functions conferred upon it by or under the Community Land Management Act 2021(NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by Clause 15 of the Community Land Management Regulation 2021.

C) Electronic Voting

The Association and Association Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Association or Association Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Association or Association Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Community Land Management Act 2021, Community Land Management Regulation 2021 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

26 Payment Plan By-Law

Registration Date: 04/10/2022

1.Introduction

1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.

1.2 This by-law applies if the association passes either a resolution to accept payment plans generally or specific payment plans.

2. Payment Plans

2.1 At every Annual General Meeting, the association must consider "how to deal with any overdue contributions payable to the owners corporation". Section 90(5) of the Act says "An association may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions".

2.2 Clause 18 of the Regulation says a payment plan must:

- (a) be in writing;
- (b) require repayment of the outstanding contributions within 12 months; and
- (c) contain the following:
 - (i) the name of the lot owner and the title details of the lot,
 - (ii) the address for service of the lot owner,
 - (iii) the amount of the overdue contributions,
 - (iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
 - (v) the schedule of payments for the amounts owing and the period for which the plan applies,

Report Date: 4th October 2022



By-Laws

Electronic signature of me, Anita Dalag,
affixed by me, on 4/10/22 at 10:10 AM
Property & Stock Agent Act 2002 Licence No
867112

Community Association 270972 1-32 DURACK CRESCENT BAULKHAM HILLS

AS587071V

- (vi) the manner in which the payments are to be made,
- (vii) contact details for a member of the association committee or association managing agent who is to be responsible for any matters arising in relation to the payment plan,
- (viii) a statement that a further plan may be agreed to by the association by resolution,
- (ix) a statement that the existence of the payment plan does not limit any right of the association to take action to recover the amount of the unpaid contributions.

2.3 For each payment plan:

- (a) the association appoints its Association Manager as its agent to administer the payment plan;
- (b) the association acknowledges that the Association Manager will charge the Fee to administer the payment plan; and
- (c) the owner/member who has agreed to the payment plan agrees to pay the Fee to the association as part of the payment plan, and the Fee is recoverable by the association in the same manner as the outstanding contributions.

2.4 If the association resolves generally to enter into payment plans, then:

- (a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:
 - (i) comply with the Act and the Regulation;
 - (ii) contain the information set out in clause 2.2(c) above; and
- (b) the association committee may approve individual payment plans, provided that the individual payment plan complies with the following:
 - (i) clauses 2.2 and 2.3;
 - (ii) interest is payable in the manner and at the rate set out in the Act;
 - (iii) contributions due after the date the payment plan commences are payable on their due date;
 - (iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Association Manager; and
 - (v) the contact details to include in the payment plan are those of the Association Manager.

3. Interpretation

In this by-law:

- 3.1 Act means the Community Land Management Act 2021;
- 3.2 Fee means the fee charged by the Association Manager to administer each payment plan, which as at the date that this by-law is registered is \$100 per month per payment plan;
- 3.3 lot means each and every lot in the association;
- 3.4 owner means the owner of the lot for the time being;
- 3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the association, or where the association resolves generally to accept payment plans;
- 3.6 Regulation means the Community Land Management Regulation 2021;
- 3.7 Association Manager means the association or strata managing agent for the association, which is Netstrata;
- 3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- 3.10 If there is any conflict between this by-law and any other by-law of the association, this by-law will apply to the extent of that conflict.



Report Date: 4th October 2022



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 4

**Insert, from the [Lodgment Rules exceptions list](#), the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

CONVEYANCE

NO. 434 BOOK 2190

Ad valorem duty £ 3 paid. N.S.W. stamp duty 5/- paid 28.9.1951

£1.00
17/2/51

20

THIS DEED made the twenty-sixth day of July One thousand nine hundred and fifty-one BETWEEN ARTHUR WILLIAM BUCKLEY of ARNCLIFFE, Freeholder, (hereinafter called the Vendor) of the one part AND LESLIE GORDON SCOTT of PARRAMATTA, Solicitor, (hereinafter called the Purchaser) of the other part NOW THIS DEED WITNESSETH that in consideration of the sum of TWO HUNDRED AND FIFTY POUNDS (£250/-/-) paid by the Purchaser to the Vendor (the receipt whereof is hereby acknowledged) the said ARTHUR WILLIAM BUCKLEY as beneficial owner DOETH HEREBY CONVEY unto the said LESLIE GORDON SCOTT in fee simple ALL THAT piece or parcel of land situate at Baulkham Hills in the Parish of Castle Hill County of Cumberland State of New South Wales containing by admeasurement 2 acres 2 roods 7 $\frac{1}{2}$ perches a little more or less being part of the land comprised and described in Conveyance Registered No. 21 Book 2126 of part of Mrs. Susanna Matilda Ward's 500 acres grant and more particularly being the land comprising Lot 48 on a Plan of Subdivision now lodged with the Registrar General Sydney for registration as a Registered Plan under Dealing No. F376992 AND the Purchaser hereby covenants with the Vendor for the benefit of the adjoining land comprising the residue of the lands in Conveyance No. 21 Book 2126 but only during the ownership thereof by the Vendor his executors administrators and assigns other than the Purchasers on sale that no fence shall be erected on the land hereby conveyed to divide it from such adjoining lands without the consent of the Vendor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Vendors his executors administrators or assigns 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 fence for the time being erected. AND the Purchaser further covenants with the Vendor that no building shall be erected on the said land within a distance of one hundred feet from the alignment of Windsor Road and that not more than one main building shall be erected on the said land and when erected such main building shall be used and occupied only as a private residence and shall be of an estimated value of not less than Two thousand pounds (£2,000) as supported by the certificate of any qualified architect and with respect to the construction of every building which may be erected on the said land the same shall be roofed entirely with slates or tiles and the external walls thereof shall be of brick and/or stone and/or concrete and/or timber of a kind which the Vendor upon the application of the Purchaser and at his expense may from time to time in

Leslie Gordon Scott

writing approve. AND the Purchaser hereby further covenants that no trade or business of any kind or nature whatsoever shall be conducted or carried on upon the said land or any part thereof or in and upon any building as may be erected thereon and the lands to which the foregoing covenants are appurtenant are the lands comprised in Conveyance No. 21 Book 2126 other than the lands hereby conveyed thereout. The lands subject to the burden of the said covenants are the lands hereby conveyed and the persons by whom or with whose consent the said covenants may be released varied or modified are the said Vendor his executors or administrators. AND the Vendor covenants with the Purchaser to produce the deeds and documents set out in the Schedule hereto.

THE SCHEDULE hereinbefore referred to.

<u>Date</u>	<u>Documents</u>	<u>Registered Number</u>
3rd April, 1950	Conveyance - Kathleen Georgina Pigott to Arthur William Buckley	No. 21 Book 2126
29th February, 1928	Conveyance - Edward William Charles Archdall Pearce and William Thomas Louis Archdall Pearce (1st part) William Thomas Louis Archdall Pearce (2nd part) and Kathleen Georgina Acres (3rd part)	No. 818 Book 1504
23rd August, 1905	Conveyance - Rowland George Hassall to Edward Henry Pearce	No. 275 Book 787
21st August, 1900	Indenture - John Booth Jones and Charles Smith Jones to Rowland Hassall	No. 383 Book 671
11th November, 1886	Indenture of Mortgage - Edward Hart Acres, mortgagor, to John Booth Jones and Charles Smith Jones	No. 944 Book 352
3rd September, 1875	Indenture of Conveyance - George Banks Suttor & Jane Suttor to Edward Hart Acres	No. 411 Book 153

IN WITNESS WHEREOF the parties have hereunto set their hands and seals at SYDNEY the day first abovementioned.

SIGNED SEALED AND DELIVERED by)
 the said ARTHUR WILLIAM BUCKLEY) A.W. Buckley
 in the presence of:-)
 T.Graham Gilder, Solr. Sydney.

SIGNED SEALED AND DELIVERED by)
 the said LESLIE GORDON SCOTT) L.G. Scott
 in the presence of:-)
 R.L.Mote, Solr., Sydney.

I, Cicely Swann of Parramatta Clerk to L.G.Scott & Co. of Parramatta Solicitors, being duly sworn maketh oath and saith:-

The writing contained above and on the one preceding page has been compared by me with the original Conveyance and is a true copy thereof.

SWORN at Sydney this ^{seventeenth} ~~sixteenth~~ day of)
 October 1951. Before me:)

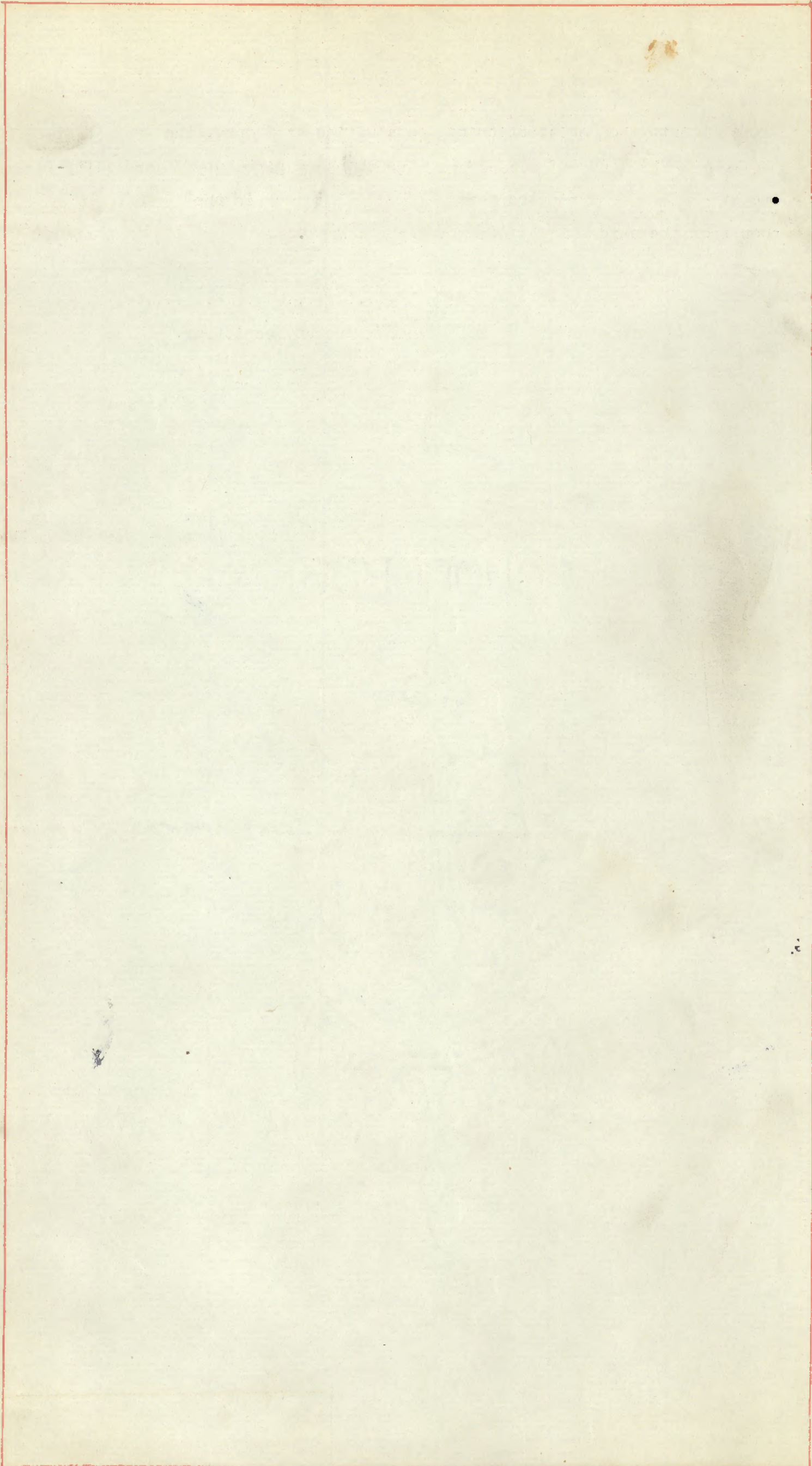
 L. Swann

L. Swann
 Deputy Registrar

110434 Bk 2190

RECEIVED into the Registration of Deeds Office at Sydney, the
seventeenth
sixteenth day of October One thousand nine hundred and fifty-
one at *ten* minutes past *one* o'clock in the *after*
noon from the said Cicely Swann and registered.

Asst. Reg.
.....
Deputy Registrar.





AK248919C

Form: 13RRE
Release: 3.1

**RELEASE OR
EXTINGUISHMENT OF
RESTRICTION ON THE
USE OF LAND**

New South Wales
Sections 88, 88D(12), 88E(7) or 89(8)
Conveyancing Act 1919

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	48/650441		
(B)	LODGED BY	Document Collection Box	Name, Address or DX and Telephone	CODE ER
		654X	M J ARMSTRONG & CO - GADENS L.P. : 131317K Reference: JYG:OXY:33617299 - 250050	
(C)	RESTRICTION	Registration number only Book 2190 No 434 Covenant		
(D)	APPLICANT	Applicant Harman & Silverstone Project Pty Limited ACN 166 405 170		

(E) 1. **RELEASE: SECTION 88 CONVEYANCING ACT 1919**
The applicant applies to have a recording made in the Register of the agreement releasing the above restriction on the use of land dated _____ and annexed hereto and marked A.

~~2. RELEASE: SECTION 88D(12) CONVEYANCING ACT 1919~~
The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, applies to have a recording made in the Register of the order dated _____ and annexed hereto and marked _____ releasing that restriction.

~~3. RELEASE: SECTION 88E(7) CONVEYANCING ACT 1919~~
The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, releases that restriction and applies to have a recording made in the Register giving effect to that release.

~~4. EXTINGUISHMENT: SECTION 89(8) CONVEYANCING ACT 1919~~
The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated _____, an office copy of which is annexed hereto and marked _____, which wholly/partially extinguishes the above restriction on the use of land.

DATE 18 / 1 / 2016
 dd mm yyyy

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

Company: *Harman & Silverstone Project Pty Limited*
Authority: *S 127 Corporations Act*

Signature of authorised person: *Li Xin*
Name of authorised person: **XIN LI**
Office held: **DIRECTOR**

Signature of authorised person: *Xingchao Fan*
Name of authorised person: **Xingchao Fan**
Office held: **Director**

Annexure "A"

Agreement Releasing Encumbrances

Date:

1. Harman & Silverstone Project Pty Limited ACN 166 405 170 (Harman) is the owner of land identified in folio identifiers 100/1176747, 1/1176743, 2/1176743, 1/554972, 48/650441 and 100/1143901 (Harman Land).
2. Castle Hill Country Club Limited ACN 000 085 423 (CHCC) is the owner of the land identified in folio identifiers 15/1200327, 16/1200327, 17/1200327 and 18/1200327 (Club Land).
3. On the date of this agreement:
 - (a) Harman agrees to release the following encumbrances in accordance with the attached LPI Release or Extinguishment of the Restriction on Use of Land form number 13RRE and the Transfer Releasing Easement form number 01TR (CHCC Release Forms):
 - (i) Covenant registered as Book 2745 No. 73 burdening the Club Land which is to be released over the land identified by folio identifiers 15/1200327, 16/1200327 and 17/1200327;
 - (ii) Restriction on use burdening the land formerly known as lot 12 in DP778671 and benefiting the land formerly known as lot 11 in DP778671 which is to be released over the land identified by folio identifiers 15/1200327, 16/1200327 and 17/1200327;
 - (iii) Right of footway burdening the land formerly known as lot 12 in DP778671 and benefiting the land formerly known as lot 11 in DP778671 which is to be released over the land identified by folio identifiers 15/1200327, 16/1200327, 17/1200327 and 18/1200327.
 - (b) CHCC agrees to release the following encumbrances in accordance with, or to the effect of, the attached LPI Release or Extinguishment of the Restriction on Use of Land form number 13RRE and the Transfer Releasing Easement form number 01TR (Harman Release Forms):
 - (i) Right of carriageway – Book 2745 No 73 – burdening that part of the land known as part lot 100 in DP1176747 (as indicated and marked "(B)" in the plan attached as 'Annexure A') (First Relevant Parcel) and benefiting the Club Land, which is to be released over the First Relevant Parcel only;
 - (ii) Right of carriageway – Book 2587 No 211 – burdening that part of the land known as part lot 100 in DP1176747 (as indicated and marked "(B)" in the plan attached as 'Annexure B') (Second Relevant Parcel) and benefiting the land known as lot 15 in DP1200327, which is to be released over the Second Relevant Parcel only;
 - (iii) Restriction on use burdening the land known as lots 1 and 2 in DP1176743 (formerly known as lot 11 in DP778671) and benefiting the CHCC Land, which is to be released over the land identified by folio identifiers 1/1176743 and 2/1176743;
 - (iv) Covenant registered as Book 2505 No. 209 burdening the land known as lot 1 in DP554972 and benefiting the land known as lots 17 and 18 in DP1200327, which is to be released over the land identified by folio identifier 1/554972;

- (v) Covenant registered as Book 2190 No. 434 burdening the land known as lot 48 in DP650441 and benefitting the land known as lots 17 and 18 in DP1200327, which is to be released over the land identified by folio identifier 48/650441; and
- (vi) Covenant registered as Book 2304 No. 851 burdening the land known as lot 100 in DP1143901 and benefitting the land known as lots 17 and 18 in DP1200327, which is to be released over the land identified by folio identifier 100/1143901.

4. Harman agrees to:

- (a) obtain mortgagee consent and execution of the CHCC Release Forms;
- (b) deliver to CHCC the CHCC Release Forms, signed by Harman and any mortgagee and stamped, and otherwise capable of immediate lodgement for registration following signing of the CHCC Release Forms by CHCC;
- (c) present to LPI any certificate of title for the Harman Land for the purposes of registration of the CHCC Release Forms;
- (d) use best endeavours to assist CHCC in promptly answering any requisitions that issue in relation to the CHCC Release Forms or any document lodged with those documents. For clarity, this may extend to initialling or re-signing documents, or signing or procuring the signing of replacement documents; and
- (e) do all things and sign all agreements, instruments and other documents necessary or desirable to give full effect to the provisions of this document.

5. CHCC agrees to:

- (a) obtain any required mortgagee consent and execution of the Harman Release Forms;
- (b) deliver to Harman the Harman Release Forms, signed by CHCC and if required, any mortgagee and stamped, and otherwise capable of immediate lodgement for registration following signing of the Harman Release Forms by Harman;
- (c) present to LPI any certificate of title for the CHCC Land for the purposes of registration of the Harman Release Forms;
- (d) use best endeavours to assist Harman in promptly answering any requisitions that issue in relation to the Harman Release Forms or any document lodged with those documents. For clarity, this may extend to initialling or re-signing documents, or signing or procuring the signing of replacement documents; and
- (e) do all things and sign all agreements, instruments and other documents necessary or desirable to give full effect to the provisions of this document.

Signed by Harman &
Silverstone Project
Pty Ltd under
s.127(1) of the
Corporations Act
2001

Li Li
sign
Director
office (director)
XIN LI
full name

Xingchao Fan
sign
Director
office (director or secretary)
Xingchao Fan
full name

Signed by Castle Hill
Club Limited
under s.127(1) of the
Corporations Act
2001



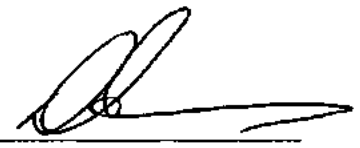
sign

DIRECTOR

office (director)

DAVID GERAGHTY

full name



sign

DIRECTOR

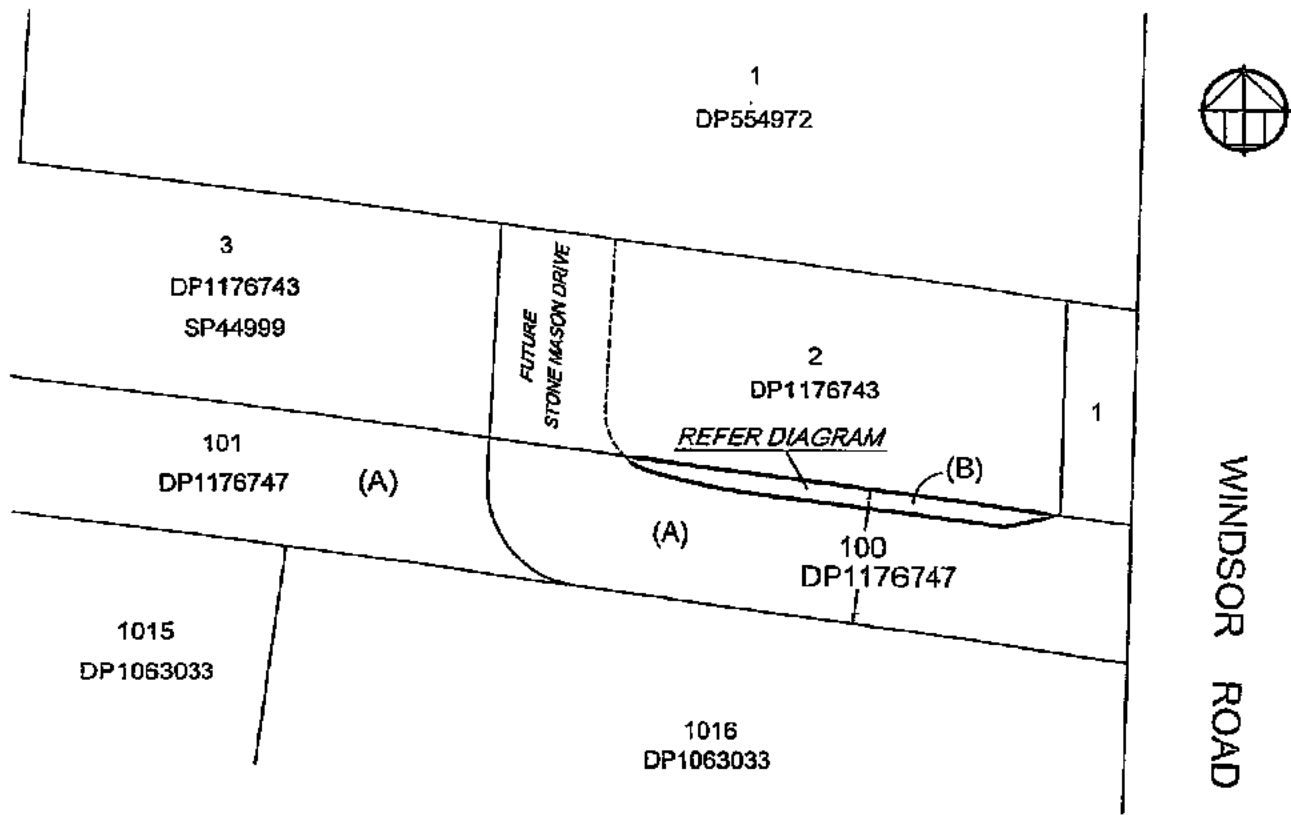
office (director or secretary)

DAVID ANDREW S

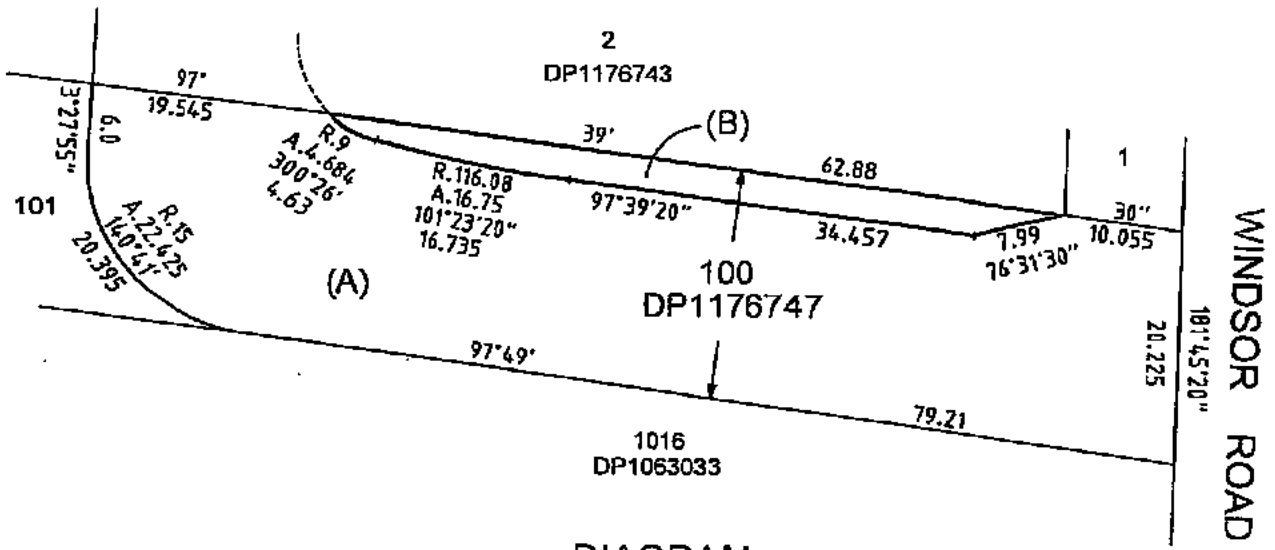
full name

ANNEXURE A

ANNEXURE A



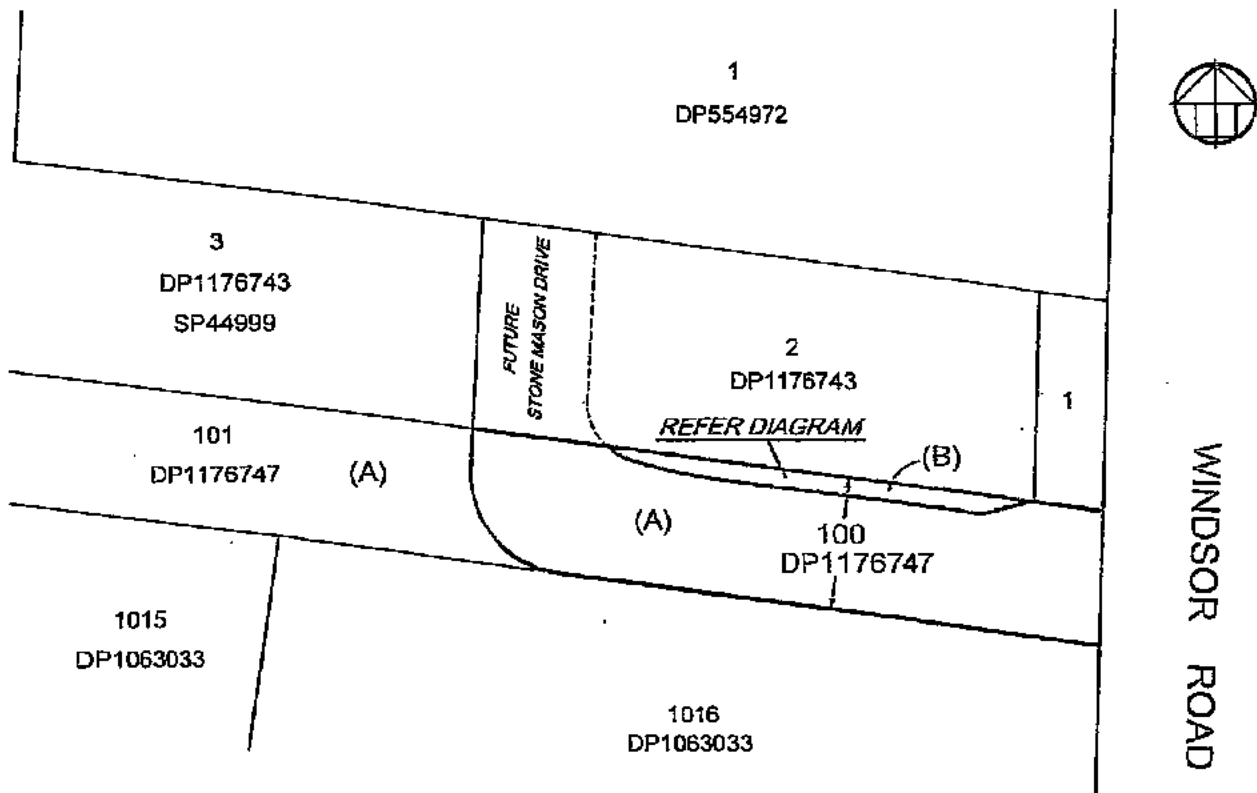
(A) RIGHT OF CARRIAGEWAY BK 2745 No.73
 (B) RIGHT OF CARRIAGEWAY BK 2745 No.73
 TO BE RELEASED



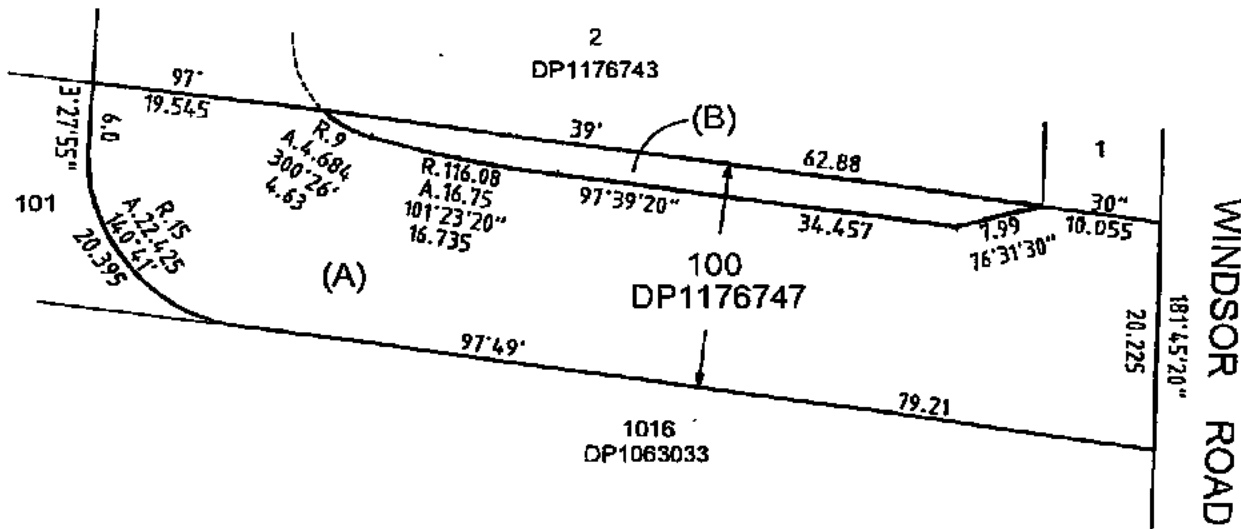
DIAGRAM

ANNEXURE B

ANNEXURE A



(A) RIGHT OF CARRIAGEWAY BK 2587 No.211
 (B) RIGHT OF CARRIAGEWAY BK 2587 No.211
 TO BE RELEASED



DIAGRAM

Form: • 13RRE
•Release: 3.1

**RELEASE OR
EXTINGUISHMENT OF
RESTRICTION ON THE
USE OF LAND**

New South Wales
Sections 88, 88D(12), 88E(7) or 89(8)
Conveyancing Act 1919



AK958543N

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

104/1214733, 105/1214733, 106/1214733

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone	CODE
654X	M J ARMSTRONG & CO - GADENS LLP : 131317K	ER
	Reference: 309654	

(C) RESTRICTION *UNDR: UEUR*

Registration number only Book 2190 Number 434 Covenant

(D) APPLICANT

Applicant Harman & Silverstone Project Pty Limited ACN 166 405 170

- (E) 1. **RELEASE: SECTION 88 CONVEYANCING ACT 1919**
The applicant applies to have a recording made in the Register of the agreement releasing the above restriction on the use of land dated _____ and annexed hereto and marked A. *
2. ~~RELEASE: SECTION 88D(12) CONVEYANCING ACT 1919~~
~~The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, applies to have a recording made in the Register of the order dated _____ and annexed hereto and marked _____ releasing that restriction.~~
3. ~~RELEASE: SECTION 88E(7) CONVEYANCING ACT 1919~~
~~The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, releases that restriction and applies to have a recording made in the Register giving effect to that release.~~
4. ~~EXTINGUISHMENT: SECTION 89(8) CONVEYANCING ACT 1919~~
~~The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated _____, an office copy of which is annexed hereto and marked _____, which wholly/partially extinguishes the above restriction on the use of land.~~

DATE 11 / 11 / 2016
dd mm yyyy

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

Company: *Harman & Silverstone Project Pty Limited*
Authority: *Corporations Act section 127*

Signature of authorised person: *[Signature]*
Name of authorised person: *XIN LI*
Office held: *DIRECTOR*

Signature of authorised person: *[Signature]*
Name of authorised person: *XIN LI*
Office held: *DIRECTOR*

Annexure A

Deed of Works

Date: 11 Nov 2016

1. Harman & Silverstone Project Pty Limited ACN 166 405 170 (**Harman**) is the owner of land identified in folio identifiers 1/1176743, 103/1214733, 104/1214733, 105/1214733 and 106/1214733.
2. The Owners – Strata Plan Number 44999 (**SP44999**) is the owner of the common property identified in folio identifier CP/SP44999 (**SP44999 Land**).
3.
 - (a) SP44999 has requested that Harman carry out the Works specified in clause 4(a).
 - (b) In consideration for Harman agreeing to carry out the Works specified in clause 4(a), SP44999 agrees to release Harman from the encumbrances specified in clause 5.
4.
 - (a) In this Deed:

“Works” means the works, including:

 - (i) excavating over the existing sewer main;
 - (ii) constructing a man hole over the existing sewer main with an inlet for the rising main;
 - (iii) excavating and laying five metres of pipe;
 - (iv) installing a vent shaft at the end of the pipe;
 - (v) connecting the rising main to the man hole inlet;
 - (vi) backfilling and reinstating the surface level;

all generally in accordance with the drawings identified as Sydney Water Case Number 136108WW “Baulkham Hills Sewerage” and exhibited to and initialled by the parties for identification purposes; and
 - (b) Harman must at its cost, carry out the Works in a proper and workmanlike manner using appropriately qualified consultants and contractors, causing no disruption to SP44999. Any temporary disconnection of services must only be at a time and for a duration accepted by SP44999 acting reasonably.
5. On the date of this agreement:
 - (a) SP44999 agrees to release the following encumbrances in accordance with, or to the effect of, the attached LPI Release or Extinguishment of the Restriction on Use of Land form number 13RRE and the Transfer Releasing Easement form number 01TR (**Harman Release Forms**):
 - (i) Right of Carriageway (variable width) created by DP647378 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;

Page 2 of 8

- (ii) Right of Carriageway (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
- (iii) Easement for Services (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
- (iv) Easement for Services (whole of lot) created by DP1176743 burdening the land known as lot 1 in DP1176743, lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
- (v) Right of carriageway (whole of lot) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
- (vi) Covenant registered as Book 2505 Number 209 burdening the land known as lot 103 in DP1214733, lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land, which is to be released over the land identified by folio identifiers 103-106/1214733;
- * (vii) Covenant registered as Book 2190 Number 434 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land, which is to be released over the land identified by folio identifiers 104-106/1214733; and
- (viii) Covenant registered as Book 2304 Number 851 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land, which is to be released over the land identified by folio identifiers 104-106/1214733.


6. Harman agrees to be responsible for the registration costs in respect of the Harman Release Forms.

7. SP44999 agrees to:

- (a) obtain any required mortgagee consent and execution of the Harman Release Forms;
- (b) deliver to Harman the Harman Release Forms, signed by SP44999 and if required, any mortgagee and stamped, and otherwise capable of immediate lodgement for registration following signing of the Harman Release Forms by Harman;
- (c) present to LPI any certificate of title for the SP44999 Land for the purposes of registration of the Harman Release Forms;
- (d) use best endeavours to assist Harman in promptly answering any requisitions that issue in relation to the Harman Release Forms or any document lodged with those documents. For clarity, this may extend to initialling or re-signing documents, or signing or procuring the signing of replacement documents; and
- (e) do all things and sign all agreements, instruments and other documents necessary or desirable to give full effect to the provisions of this document.

Page 3 of 8

Signed by Harman &
Silverstone Project
Pty Ltd under
s.127(1) of the
Corporations Act
2001



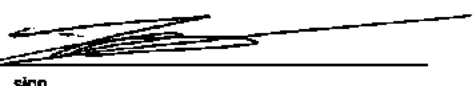
sign

Director

office (director)

XIN LI

full name



sign

Director

office (director or secretary)

XIN HE

full name

The common seal of the Owners - Strata Plan No. 44999 was hereunto affixed on 4 November 2016
in the presence of Leonard Robinson being the person authorised by s.238 Strata Schemes
Management Act 1996 to attest the affixing of the seal.

J Robinson

Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No 44999 certifies that:

1. On ^{5th SEPTEMBER 2016} it passed a special resolution agreeing to the execution of the Deed of Works dated ^{11 NOV 2016} and the following dealings, being ~~or plan~~:
 - (a) Transfer Releasing Easement relating to the full release of the Right of Carriageway (variable width) created by DP647378 burdening the land known lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (b) Transfer Releasing Easement relating to the full release of the Right of Carriageway (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (c) Transfer Relating Easement relating to the full release of the Easement for Services (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (d) Transfer Releasing Easement relating to the full release of the Easement for Services (whole of lot) created by DP1176743 burdening the land known as lot 1 in DP1176743, lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (e) Transfer Releasing Easement relating to the full release of the Right of Carriageway (whole of lot) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (f) Release or Extinguishment of the Restriction on the Use of Land relating to the release of the Covenant registered as Book 2505 Number 209 burdening the land known as lot 103 in DP1214733, lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (g) Release or Extinguishment of the Restriction on the Use of Land relating to the release of the Covenant registered as Book 2190 Number 434 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the common property; and
 - (h) Release or Extinguishment of the Restriction on the Use of Land relating to the release of the Covenant registered as Book 2304 Number 851 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;

pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 ~~or section 32(4) Strata Schemes (Leasehold Development) Act 1986;~~

2. The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 ~~or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986~~ have been complied with in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No 44999 was hereunto affixed on ^{4/11/2016} in the presence of Leonard Robinson being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Leonard Robinson



* Set out sufficient particulars to identify positively the transfer of lease to which the certificate relates.
^ Insert the applicable date.

Approved Form 10

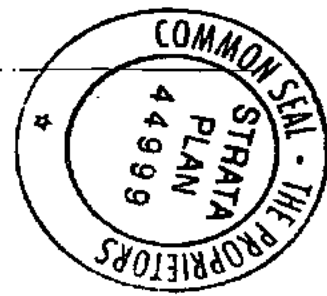
Certificate re Initial Period

- (1) The Owners - Strata Plan No. 4499 hereby certifies that in respect of their strata scheme that;
- ~~*(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^.....~~
 - ~~*(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^.....~~
 - ~~*(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on ^.....~~
- and,
- *(2) The initial period expired before the above date.
- *(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No. 4499 was hereunto affixed on 4/11/2018 in the presence of Leonard Robinson being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Leonard Robinson

* Strike through if inapplicable.
^ Insert appropriate date



MinterEllison

24 November 2016

Land and Property Information
GPO Box 15
SYDNEY NSW 2001

Dear Sirs

Registered Proprietor: Harman & Silverstone Project Pty Limited
Mortgagee: Perpetual Corporate Trust Limited
Property: Lot 1 in DP1176743, Lots 103-106 in DP1214733 – Spurway Road and Windsor Road, Castle Hill

We act for the Mortgagee and are instructed:

1. the Mortgagee has been advised by the Registered Proprietor that:
 - a. the Registered Proprietor seeks to cancel or extinguish easements that benefit and burden lots owned by the Registered Proprietor; and
 - b. the Registered Proprietor has entered into a deed of works with The Owner – Strata Plan Number 44999 dated 11 November 2016. The parties to the deed have agreed to release the Registered Proprietor from various encumbrances.
2. the Mortgagee consents to the Registered Proprietor's lodgement and registration of:
 - a. the LPI forms, being the Cancellations or Extinguishments of Easement, Transfers Releasing Easement and Releases or Extinguishments of Restrictions on the Use of Land; and
 - b. any ancillary documents that may be required by law or the Registrar-General.

Please do not hesitate to contact me on (02) 9921 4049 if you would like to discuss.

Yours faithfully
MinterEllison



Brent Thompson
Lawyer

Contact: Brent Thompson T: +61 2 9921 4049
F: +61 2 9921 8049 brent.thompson@minterellison.com
Partner: Keith Rovers T: +61 2 9921 4681
OUR REF: 1136870

Page 8 of 8



New South Wales
Stamp Duty
Seven Shillings
Six Pence
Duly Stamped.
B4.11.59

Book 2505

No 209

Ad Valorem Duty
Paid.
£25. N.S.W.
Stamp Duties Office.

52
18 NOV 1959

THIS DEED made the twenty first day of October One thousand nine hundred and fifty nine BETWEEN ARTHUR WILLIAM BUCKLEY of Arncliffe in the State of New South Wales, Freeholder (hereinafter called the Vendor) of the one part AND JOHN ROBERT SHAW of 15 Old Castle Hill Road, Castle Hill in the said State Carrier and EILEEN STEWART SHAW his Wife (hereinafter called the Purchasers) of the other part NOW THIS DEED WITNESSETH that in consideration of the sum of One thousand nine hundred and fifty pounds (£1950.0.0) paid by the said Purchasers to the said vendor (the receipt whereof is hereby acknowledged) the said Vendor as beneficial owner doth hereby convey unto the said Purchasers in fee simple as joint tenants ALL THAT piece or parcel of land situate at Baulkham Hills, Parish of Castle Hill County of Cumberland and being more particularly described as being Lot 49 as shown on a Plan of Subdivision registered in the Registrar General's Office Sydney as a Miscellaneous Plan of Subdivision (Old System) No.1439 and forming part of the land in Conveyance dated third day of April, One thousand nine hundred and fifty made between Kathleen Georgina Pigott and the said Arthur William Buckley Registered No.21 Book 2126 And the said Vendor hereby covenants with the said Purchasers to produce the documents mentioned in the Schedule hereto AND the said Purchasers hereby covenant with the said vendor his Executors Administrators and assigns for the benefit of the adjoining land comprising the residue in Conveyance No. 21 Book 2126 but only during the ownership thereof by the said Vendor his Executors Administrators and Assigns other than Purchasers on sale that no fence or fences shall be erected on the land hereby conveyed to divide it from such adjoining lands without the consent of the Vendor his Executors Administrators or Assigns but such consent shall not be withheld if such fence is erected without expense to the Vendor his Executors Administrators or Assigns and in favour of any person dealing with the Purchasers or their assigns, such consent shall be deemed to have been given in respect of every fence for the time being erected AND this restriction may be released or varied by the owner or owners for the time being of such adjoining land AND the Purchasers hereby further covenant that no building shall be erected on the said land within a distance of One hundred feet (100') from the present alignment of New Windsor Road and that not more than one main building shall be erected on the said land and when erected such main building shall be used and occupied only as a private residence and shall be of an estimated value of not less than Two thousand

I Saw 3
C PH

J. R. Shaw *sign*
E. Stewart Shaw *sign*
Do not use *Sign*

- 2 -

pounds (£2000.0.0) as supported by the Certificate of any qualified Architect and with respect to the construction of every building which may be erected on the said land the same shall be roofed entirely with slates or tiles and the external walls thereof shall be of brick and/or stone and/or concrete and/or timber but in the case of timber then only of a kind which the Vendor upon the application of the Purchasers and at their expense may from time to time in writing approve AND the Purchasers hereby further covenant that no trade or business of any kind or nature whatsoever shall be conducted or carried on upon the said land or any part thereof or in or upon any building as may be erected thereon AND the lands to which the foregoing covenants are appurtenant are the lands comprised in Conveyance No. 21 Book 2126 other than the lands hereby conveyed thereout AND the lands subject to the burden of the said covenants are the lands hereby conveyed and the person or persons by whom or with whose consent the said covenants may be released varied or modified are the said Vendor his Executors or Administrators.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals on the day and year first hereinbefore written.

THE SCHEDULE HEREINBEFORE REFERRED TO

- 3rd Sept., 1875 Indenture of Conveyance between George Banks Suttor and Jane Suttor of the one part and Edward Hart Acres of the other part Registered No. 411 Book 153.
- 11th Nov., 1886 Indenture of Mortgage between Edward Hart Acres of the one part and John Booth Jones and Charles Smith Jones of the other part Registered No. 944 Book 352.
- 21st Aug., 1900 Indenture between John Booth Jones and Charles Smith Jones of the one part and Rowland Hassell of the other part Registered No. 383 Book 671.
- 23rd Aug., 1905 Indenture of Conveyance between Rowland George Hassell of the one part and Edward Henry Pearce of the other part Registered No. 275 Book 787.
- 29th Feb., 1928 Deed between Edward William Charles Archdall Pearce and William Thomas Louis Archdall Pearce of the first part and William Thomas Louis Archdall Pearce of the second part and Kathleen Georgina Acres of the third part Registered No. 818 Book 1504.
- 3rd April, 1950 Deed of Conveyance between Kathleen Georgina Pigott of the one part and Arthur William Buckley of the other part Registered No. 21 Book 2126.

23rd April, 1953 Statutory Declaration of Identity by Mr. Geoffrey Adrian
with annexed copy Certificate of Marriage of F.J. Pigott with
K.G. Acres.

SIGNED SEALED AND DELIVERED by)
the said ARTHUR WILLIAM BUCKLEY) (Sgd.) A. W. Buckley
in the presence of:)
(Sgd.) T. Graham Gilder
Sol. Sydney

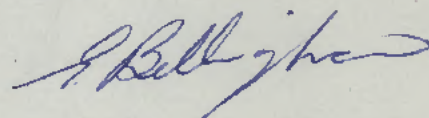
SIGNED SEALED AND DELIVERED by)
the said JOHN ROBERT SHAW in) (Sgd.) J. R. Shaw
the presence of:)
(Sgd.) Colin T. Kench
Solicitor Sydney

SIGNED SEALED AND DELIVERED by)
the said EILEEN STEWART SHAW) (Sgd.) E. S. Shaw
in the presence of:)
(Sgd.) Colin T. Kench
Solicitor
Sydney

I Elizabeth Bellingham of Sydney Clerk to A. G. Kench & Son Solicitors of
117 Pitt Street, Sydney being duly sworn make oath and saith:

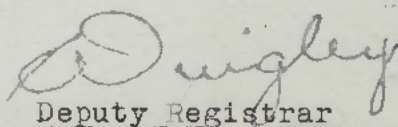
The writing contained on the above and on the *two* preceding pages has
been compared by me with the original conveyance and is a true copy thereof.

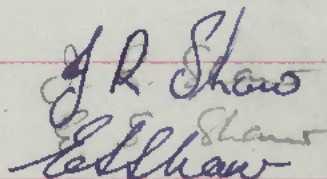
Sworn at *Sydney* this *eighteenth*
day of *November* one thousand
nine hundred and fifty nine,
before me

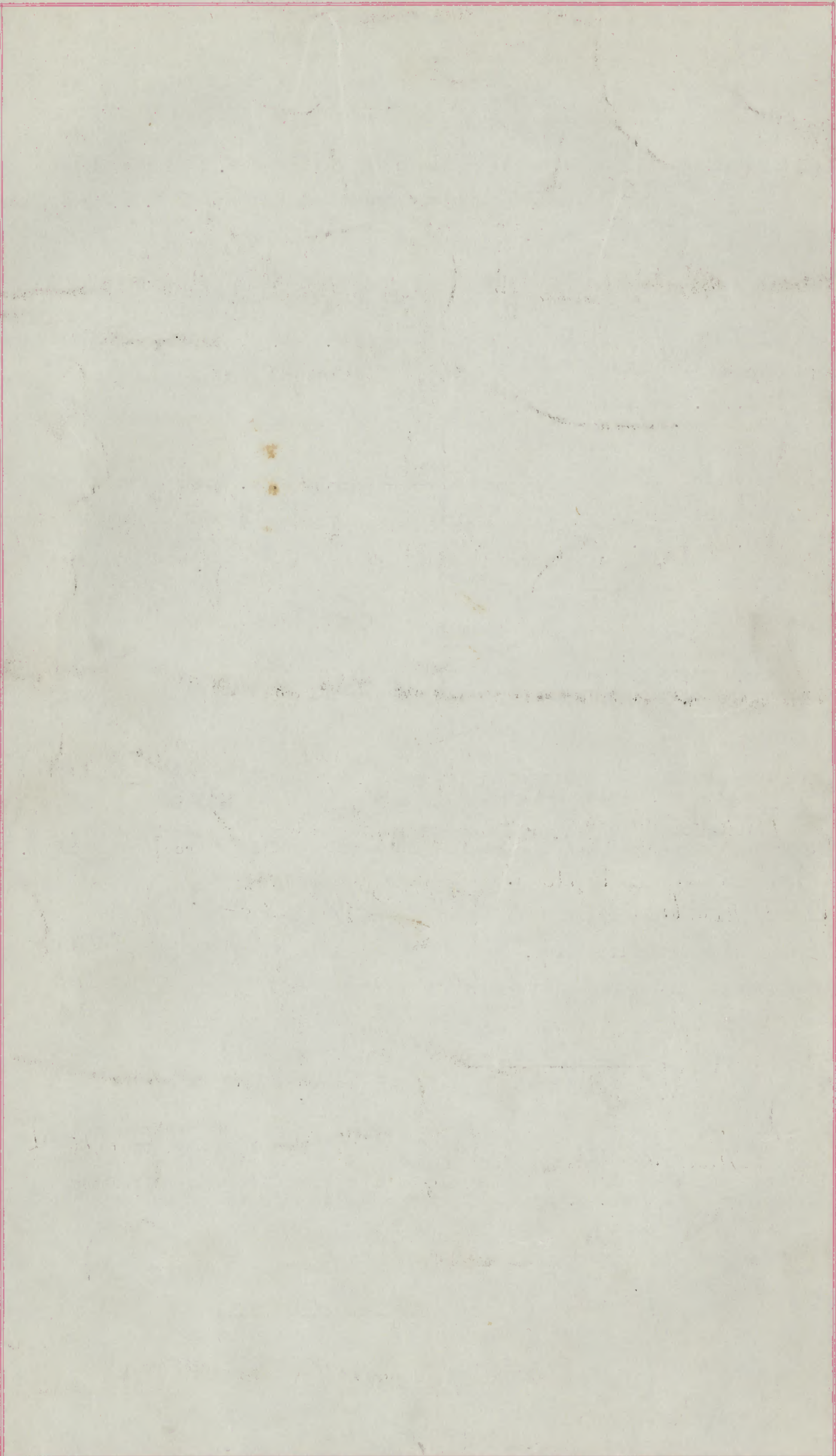



Deputy Registrar

Received into the Registration of Deeds office at Sydney, the *eighteenth*
day of *November* one thousand nine hundred and fifty nine, at *fifty*
minutes past *three* o'clock in the *after* noon from Elizabeth Bellingham
of Sydney Clerk to A. G. Kench & Son of 117 Pitt Street, Sydney Solicitors


Deputy Registrar







AK248918E

Form: 13RRE
Release: 3.1

**RELEASE OR
EXTINGUISHMENT OF
RESTRICTION ON THE
USE OF LAND**

New South Wales
Sections 88, 88D(12), 88E(7) or 89(8)
Conveyancing Act 1919

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

(A)	TORRENS TITLE	1/554972	
(B)	LODGED BY	Document Collection Box 654X	Name, Address or DX and Telephone M J ARMSTRONG & CO - GADENS LLP : 131317K Reference: JYG:OXY:33617299 - 250050
			CODE ER
(C)	RESTRICTION	Registration number only Book 2505 No. 209 Covenant	
(D)	APPLICANT	Applicant Harman & Silverstone Project Pty Limited ACN 166 405 170	

- (E) 1. **RELEASE: SECTION 88 CONVEYANCING ACT 1919**
The applicant applies to have a recording made in the Register of the agreement releasing the above restriction on the use of land dated _____ and annexed hereto and marked A.
2. ~~RELEASE: SECTION 88D(12) CONVEYANCING ACT 1919~~
The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, applies to have a recording made in the Register of the order dated _____ and annexed hereto and marked _____ releasing that restriction.
3. ~~RELEASE: SECTION 88E(7) CONVEYANCING ACT 1919~~
The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, releases that restriction and applies to have a recording made in the Register giving effect to that release.
4. ~~EXTINGUISHMENT: SECTION 89(8) CONVEYANCING ACT 1919~~
The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated _____, an office copy of which is annexed hereto and marked _____, which wholly/partially extinguishes the above restriction on the use of land.

DATE 18 / 1 / 2016
 dd mm yyyy

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

Company: *Harman & Silverstone Project Pty Limited*
 Authority: *S127 Corporations Act*
 Signature of authorised person: *[Signature]*
 Name of authorised person: **XIN LI**
 Office held: **DIRECTOR**

[Signature]
 Signature of authorised person:
 Name of authorised person: **Xingchao Fan**
 Office held: **Director**

Annexure "A"

Agreement Releasing Encumbrances

Date:

1. Harman & Silverstone Project Pty Limited ACN 166 405 170 (Harman) is the owner of land identified in folio identifiers 100/1176747, 1/1176743, 2/1176743, 1/554972, 48/650441 and 100/1143901 (Harman Land).
2. Castle Hill Country Club Limited ACN 000 085 423 (CHCC) is the owner of the land identified in folio identifiers 15/1200327, 16/1200327, 17/1200327 and 18/1200327 (Club Land).
3. On the date of this agreement:
 - (a) Harman agrees to release the following encumbrances in accordance with the attached LPI Release or Extinguishment of the Restriction on Use of Land form number 13RRE and the Transfer Releasing Easement form number 01TR (CHCC Release Forms):
 - (i) Covenant registered as Book 2745 No. 73 burdening the Club Land which is to be released over the land identified by folio identifiers 15/1200327, 16/1200327 and 17/1200327;
 - (ii) Restriction on use burdening the land formerly known as lot 12 in DP778671 and benefiting the land formerly known as lot 11 in DP778671 which is to be released over the land identified by folio identifiers 15/1200327, 16/1200327 and 17/1200327;
 - (iii) Right of footway burdening the land formerly known as lot 12 in DP778671 and benefiting the land formerly known as lot 11 in DP778671 which is to be released over the land identified by folio identifiers 15/1200327, 16/1200327, 17/1200327 and 18/1200327.
 - (b) CHCC agrees to release the following encumbrances in accordance with, or to the effect of, the attached LPI Release or Extinguishment of the Restriction on Use of Land form number 13RRE and the Transfer Releasing Easement form number 01TR (Harman Release Forms):
 - (i) Right of carriageway – Book 2745 No 73 – burdening that part of the land known as part lot 100 in DP1176747 (as indicated and marked "(B)" in the plan attached as 'Annexure A') (First Relevant Parcel) and benefitting the Club Land, which is to be released over the First Relevant Parcel only;
 - (ii) Right of carriageway – Book 2587 No 211 – burdening that part of the land known as part lot 100 in DP1176747 (as indicated and marked "(B)" in the plan attached as 'Annexure B') (Second Relevant Parcel) and benefitting the land known as lot 15 in DP1200327, which is to be released over the Second Relevant Parcel only;
 - (iii) Restriction on use burdening the land known as lots 1 and 2 in DP1176743 (formerly known as lot 11 in DP778671) and benefitting the CHCC Land, which is to be released over the land identified by folio identifiers 1/1176743 and 2/1176743;
 - (iv) Covenant registered as Book 2505 No. 209 burdening the land known as lot 1 in DP554972 and benefitting the land known as lots 17 and 18 in DP1200327, which is to be released over the land identified by folio identifier 1/554972;

15 to new 1

- (v) Covenant registered as Book 2190 No. 434 burdening the land known as lot 48 in DP650441 and benefitting the land known as lots 17 and 18 in DP1200327, which is to be released over the land identified by folio identifier 48/650441; and
- (vi) Covenant registered as Book 2304 No. 851 burdening the land known as lot 100 in DP1143901 and benefitting the land known as lots 17 and 18 in DP1200327, which is to be released over the land identified by folio identifier 100/1143901.

4. Harman agrees to:

- (a) obtain mortgagee consent and execution of the CHCC Release Forms;
- (b) deliver to CHCC the CHCC Release Forms, signed by Harman and any mortgagee and stamped, and otherwise capable of immediate lodgement for registration following signing of the CHCC Release Forms by CHCC;
- (c) present to LPI any certificate of title for the Harman Land for the purposes of registration of the CHCC Release Forms;
- (d) use best endeavours to assist CHCC in promptly answering any requisitions that issue in relation to the CHCC Release Forms or any document lodged with those documents. For clarity, this may extend to initialling or re-signing documents, or signing or procuring the signing of replacement documents; and
- (e) do all things and sign all agreements, instruments and other documents necessary or desirable to give full effect to the provisions of this document.

5. CHCC agrees to:


- (a) obtain any required mortgagee consent and execution of the Harman Release Forms;
- (b) deliver to Harman the Harman Release Forms, signed by CHCC and if required, any mortgagee and stamped, and otherwise capable of immediate lodgement for registration following signing of the Harman Release Forms by Harman;
- (c) present to LPI any certificate of title for the CHCC Land for the purposes of registration of the Harman Release Forms;
- (d) use best endeavours to assist Harman in promptly answering any requisitions that issue in relation to the Harman Release Forms or any document lodged with those documents. For clarity, this may extend to initialling or re-signing documents, or signing or procuring the signing of replacement documents; and
- (e) do all things and sign all agreements, instruments and other documents necessary or desirable to give full effect to the provisions of this document.

Signed by Harman &
Silverstone Project
Pty Ltd under
s.127(1) of the
Corporations Act
2001

Li Xun
sign
Director
office (director)
XEN LI
full name

Xingchao Fan
sign
Director
office (director or secretary)
Xingchao Fan
full name


Signed by Castle Hill
Club Limited
under s.127(1) of the
Corporations Act
2001



sign
DIRECTOR

office (director)
DAVID CERAGNY

full name



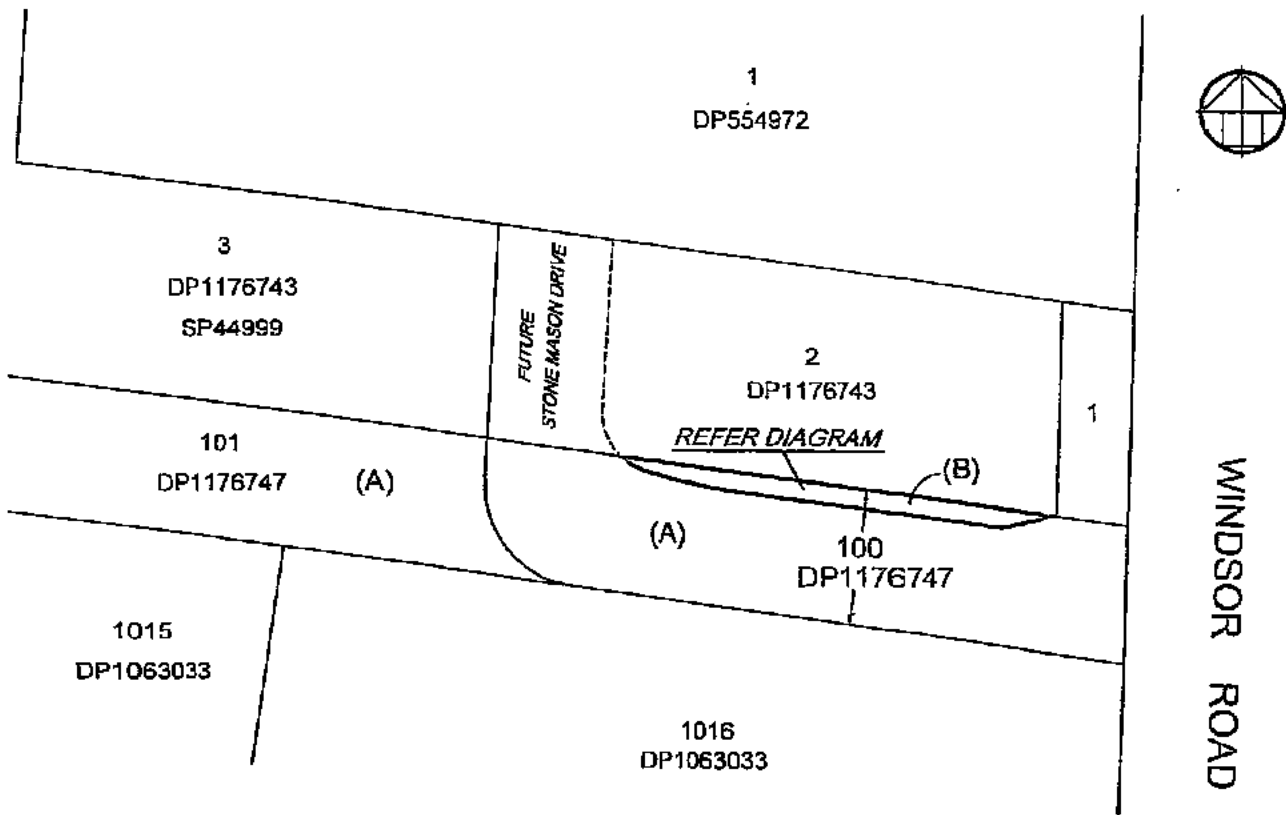
sign
DIRECTOR

office (director or secretary)
DAVID ANTONI

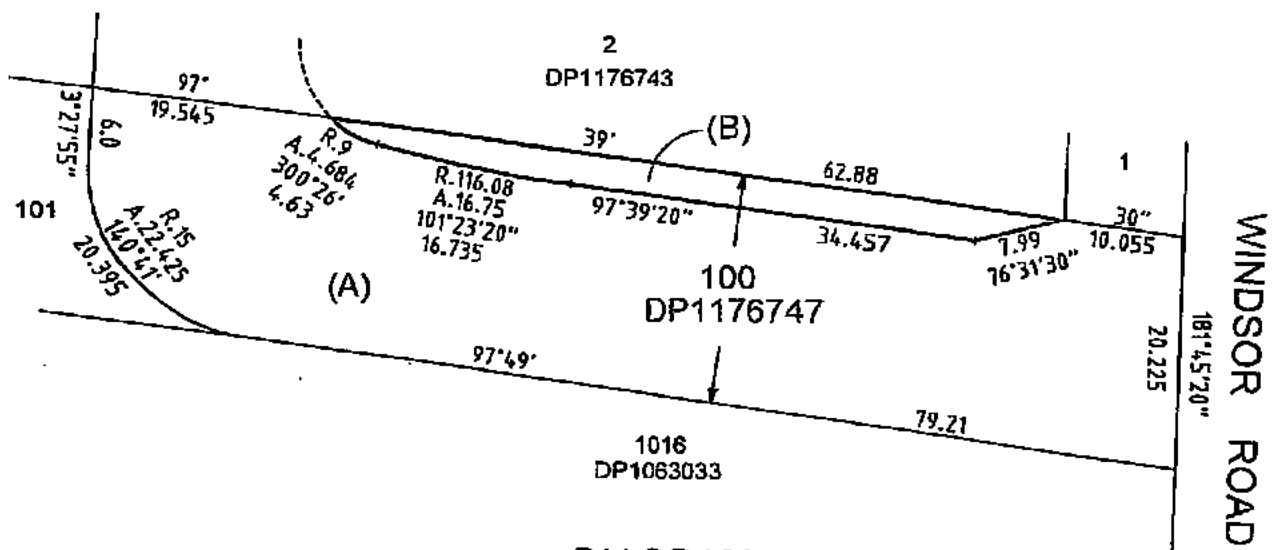
full name

ANNEXURE A

ANNEXURE A



(A) RIGHT OF CARRIAGEWAY BK 2745 No.73
 (B) RIGHT OF CARRIAGEWAY BK 2745 No.73
 TO BE RELEASED



DIAGRAM

ANNEXURE B

Form: 13RRE
Release: 3.1

UEUR

**RELEASE OR
EXTINGUISHMENT OF
RESTRICTION ON THE
USE OF LAND**



AK958542Q

New South Wales
Sections 88, 88D(12), 88E(7) or 89(8)
Conveyancing Act 1919

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** 103/1214733, 104/1214733, 105/1214733 and 106/1214733
cts not required

(B) **LODGED BY**

Document Collection Box 654X	Name, Address or DX and Telephone M J ARMSTRONG & CO - GADENS LLP : 131317K Reference: 302654	CODE ER
---------------------------------	---------------------------------------------------------------------------------------------------------------------	-------------------

(C) **RESTRICTION**
UNOR: UEUR
Registration number only
Book 2505 Number 209 Covenant

(D) **APPLICANT**
Applicant
Harman & Silverstone Project Pty Limited ACN 166 405 170

(E) **1. RELEASE: SECTION 88 CONVEYANCING ACT 1919** *

The applicant applies to have a recording made in the Register of the agreement releasing the above restriction on the use of land dated _____ and annexed hereto and marked A.

~~**2. RELEASE: SECTION 88D(12) CONVEYANCING ACT 1919**~~

~~The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, applies to have a recording made in the Register of the order dated _____ and annexed hereto and marked _____ releasing that restriction.~~

~~**3. RELEASE: SECTION 88E(7) CONVEYANCING ACT 1919**~~

~~The applicant, being the prescribed authority entitled to enforce the above restriction on the use of the land, releases that restriction and applies to have a recording made in the Register giving effect to that release.~~

~~**4. EXTINGUISHMENT: SECTION 89(8) CONVEYANCING ACT 1919**~~

~~The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated _____, an office copy of which is annexed hereto and marked _____, which wholly/partially extinguishes the above restriction on the use of land.~~

DATE 11 / 11 / 2016
dd mm yyyy

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

Company: *Harman & Silverstone Project Pty Limited*
Authority: *Corporations Act section 127*

Signature of authorised person: *[Signature]*
Name of authorised person: *XIN LI*
Office held: *DIRECTOR*

Signature of authorised person: *[Signature]*
Name of authorised person:
Office held: *XIN LI
DIRECTOR*

Annexure A

Deed of Works

Date: 11 Nov 2016

1. Harman & Silverstone Project Pty Limited ACN 166 405 170 (**Harman**) is the owner of land identified in folio identifiers 1/1176743, 103/1214733, 104/1214733, 105/1214733 and 106/1214733.
2. The Owners – Strata Plan Number 44999 (**SP44999**) is the owner of the common property identified in folio identifier CP/SP44999 (**SP44999 Land**).

3.

- (a) SP44999 has requested that Harman carry out the Works specified in clause 4(a).
- (b) In consideration for Harman agreeing to carry out the Works specified in clause 4(a), SP44999 agrees to release Harman from the encumbrances specified in clause 5. *

4.

- (a) In this Deed:

“**Works**” means the works, including:

- (i) excavating over the existing sewer main;
- (ii) constructing a man hole over the existing sewer main with an inlet for the rising main;
- (iii) excavating and laying five metres of pipe;
- (iv) installing a vent shaft at the end of the pipe;
- (v) connecting the rising main to the man hole inlet;
- (vi) backfilling and reinstating the surface level;

all generally in accordance with the drawings identified as Sydney Water Case Number 136108WW “Baulkham Hills Sewerage” and exhibited to and initialled by the parties for identification purposes; and

- (b) Harman must at its cost, carry out the Works in a proper and workmanlike manner using appropriately qualified consultants and contractors, causing no disruption to SP44999. Any temporary disconnection of services must only be at a time and for a duration accepted by SP44999 acting reasonably.

*

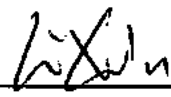
5. On the date of this agreement:

- (a) SP44999 agrees to release the following encumbrances in accordance with, or to the effect of, the attached LPI Release or Extinguishment of the Restriction on Use of Land form number 13RRE and the Transfer Releasing Easement form number 01TR (**Harman Release Forms**):
 - (i) Right of Carriageway (variable width) created by DP647378 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;

- (ii) Right of Carriageway (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
 - (iii) Easement for Services (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
 - (iv) Easement for Services (whole of lot) created by DP1176743 burdening the land known as lot 1 in DP1176743, lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
 - (v) Right of carriageway (whole of lot) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land;
 - * (vi) Covenant registered as Book 2505 Number 209 burdening the land known as lot 103 in DP1214733, lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land, which is to be released over the land identified by folio identifiers 103-106/1214733;
 - (vii) Covenant registered as Book 2190 Number 434 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land, which is to be released over the land identified by folio identifiers 104-106/1214733; and
 - (viii) Covenant registered as Book 2304 Number 851 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the SP44999 Land, which is to be released over the land identified by folio identifiers 104-106/1214733.
6. Harman agrees to be responsible for the registration costs in respect of the Harman Release Forms.
7. SP44999 agrees to:
- (a) obtain any required mortgagee consent and execution of the Harman Release Forms;
 - (b) deliver to Harman the Harman Release Forms, signed by SP44999 and if required, any mortgagee and stamped, and otherwise capable of immediate lodgement for registration following signing of the Harman Release Forms by Harman;
 - (c) present to LPI any certificate of title for the SP44999 Land for the purposes of registration of the Harman Release Forms;
 - (d) use best endeavours to assist Harman in promptly answering any requisitions that issue in relation to the Harman Release Forms or any document lodged with those documents. For clarity, this may extend to initialling or re-signing documents, or signing or procuring the signing of replacement documents; and
 - (e) do all things and sign all agreements, instruments and other documents necessary or desirable to give full effect to the provisions of this document.

Page 3 of 8

Signed by Harman &
Silverstone Project
Pty Ltd under
s.127(1) of the
Corporations Act
2001




sign

Director

office (director)

XIN LI

full name



sign

Director

office (director or secretary)

X2N HZ

full name

The common seal of the Owners - Strata Plan No. 44999 was hereunto affixed on 4 November 2016
in the presence of Leonard Robinson being the person authorised by s.238 Strata Schemes
Management Act 1996 to attest the affixing of the seal.

J Robinson

Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No 44999 certifies that:

1. On ^{5th September 2016} it passed a special resolution agreeing to the execution of the Deed of Works dated ^{11 Nov 2016} and the following dealings, being ~~or plan~~:
 - (a) Transfer Releasing Easement relating to the full release of the Right of Carriageway (variable width) created by DP647378 burdening the land known lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (b) Transfer Releasing Easement relating to the full release of the Right of Carriageway (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (c) Transfer Relating Easement relating to the full release of the Easement for Services (variable width) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (d) Transfer Releasing Easement relating to the full release of the Easement for Services (whole of lot) created by DP1176743 burdening the land known as lot 1 in DP1176743, lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (e) Transfer Releasing Easement relating to the full release of the Right of Carriageway (whole of lot) created by DP1176743 burdening the land known as lot 103 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (f) Release or Extinguishment of the Restriction on the Use of Land relating to the release of the Covenant registered as Book 2505 Number 209 burdening the land known as lot 103 in DP1214733, lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;
 - (g) Release or Extinguishment of the Restriction on the Use of Land relating to the release of the Covenant registered as Book 2190 Number 434 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the common property; and
 - (h) Release or Extinguishment of the Restriction on the Use of Land relating to the release of the Covenant registered as Book 2304 Number 851 burdening the land known as lot 104 in DP1214733, lot 105 in DP1214733 and lot 106 in DP1214733 and benefitting the common property;

pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 ~~or section 32(4) Strata Schemes (Leasehold Development) Act 1986;~~

2. The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 ~~or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986~~ have been complied with in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No 44999 was hereunto affixed on ^{11/11/2016} in the presence of Leonard Robinson being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Helena



* Set out sufficient particulars to identify positively the transaction or lease to which the certificate relates.

^ Insert the applicable date.

Approved Form 10

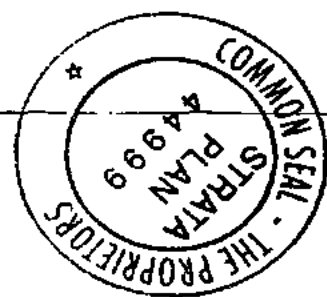
Certificate re Initial Period

- (1) The Owners - Strata Plan No. ⁴⁴⁹⁹⁹.....hereby certifies that in respect of their strata scheme that;
- *~~(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^.....~~
 - *~~(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^.....~~
 - *~~(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on ^.....~~
- and,
- *(2) The initial period expired before the above date.
 - *(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No. ⁴⁴⁹⁹⁹..... was hereunto affixed on ^{4/6/2016} in the presence of Lenard Robinson being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Lenard Robinson

* Strike through if inapplicable.
^ Insert appropriate date



MinterEllison

24 November 2016

Land and Property Information
GPO Box 15
SYDNEY NSW 2001

Dear Sirs

Registered Proprietor: Harman & Silverstone Project Pty Limited
Mortgagee: Perpetual Corporate Trust Limited
Property: Lot 1 in DP1176743, Lots 103-106 in DP1214733 – Spurway Road and Windsor Road, Castle Hill

We act for the Mortgagee and are instructed:

1. the Mortgagee has been advised by the Registered Proprietor that:
 - a. the Registered Proprietor seeks to cancel or extinguish easements that benefit and burden lots owned by the Registered Proprietor; and
 - b. the Registered Proprietor has entered into a deed of works with The Owner – Strata Plan Number 44999 dated 11 November 2016. The parties to the deed have agreed to release the Registered Proprietor from various encumbrances.
2. the Mortgagee consents to the Registered Proprietor's lodgement and registration of:
 - a. the LPI forms, being the Cancellations or Extinguishments of Easement, Transfers Releasing Easement and Releases or Extinguishments of Restrictions on the Use of Land; and
 - b. any ancillary documents that may be required by law or the Registrar-General.

Please do not hesitate to contact me on (02) 9921 4049 if you would like to discuss.

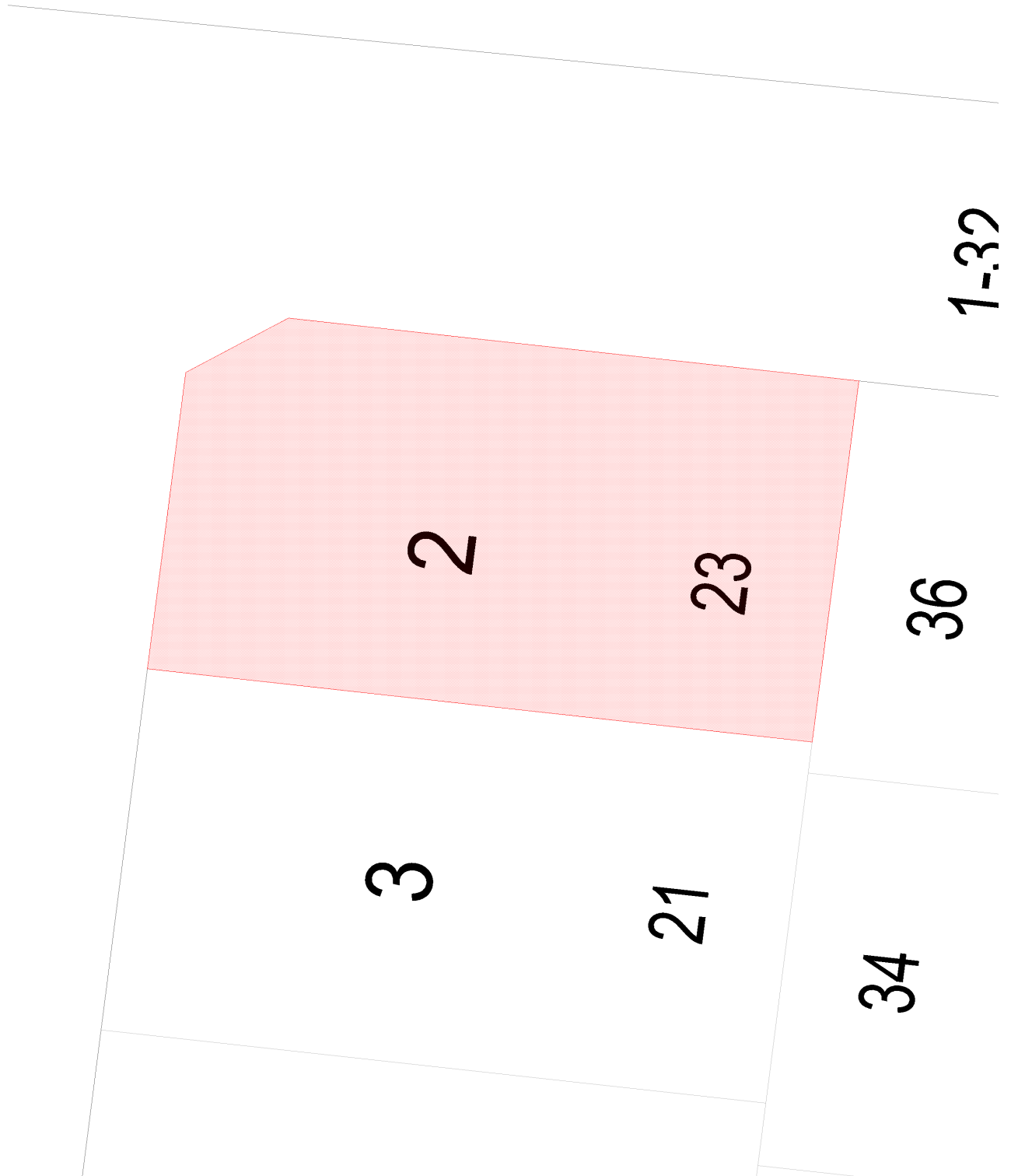
Yours faithfully
MinterEllison



Brent Thompson
Lawyer

Contact: Brent Thompson T: +61 2 9921 4049
F: +61 2 9921 8049 brent.thompson@minterellison.com
Partner: Keith Rovers T: +61 2 9921 4681
OUR REF: 1136870

Service Location Print
Application Number: 8003210639



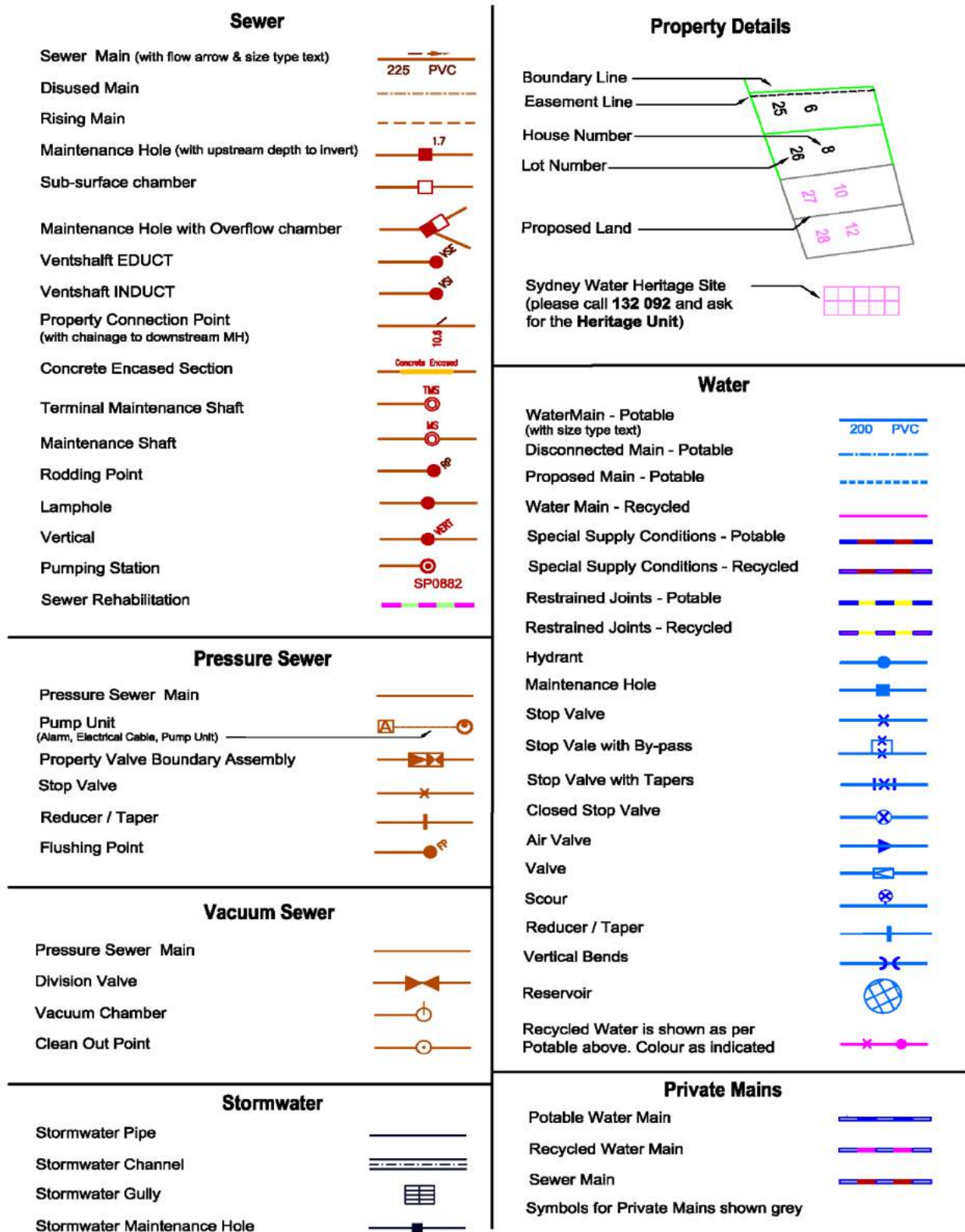
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Disclaimer

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

Asset Information

Legend



Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

7 March 2024

Infotrack Pty Limited

Reference number: 8003210675

Property address: 23 Durack Crst Norwest NSW 2153

Sewer service diagram is not available

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

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

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

Yours sincerely

A handwritten signature in black ink that reads "J Gray". The signature is written in a cursive, flowing style.

Jodie Gray
Manager Customer Accounts



PLANNING CERTIFICATE UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **128186**
Reference: SH2403067:254141
Issue Date: 7 March 2024
Receipt No: 7449648
Fee Paid: \$ 67.00

ADDRESS: 23 Durack Crest, NORWEST NSW 2153
DESCRIPTION: Lot 2 DP 270972

The land is zoned:

Zone R3 Medium Density Residential

The following prescribed matters apply to the land to which this certificate relates:

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2021.

PLEASE NOTE: THIS CERTIFICATE IS AUTOMATICALLY GENERATED. IT MAY CONTAIN EXCESSIVE SPACES AND/OR BLANK PAGES.

THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS
PRESCRIBED UNDER SECTION 10.7(2) OF THE ABOVE ACT.

1 Names of relevant planning instruments and development control plans

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

Local Environmental Plans

The Hills Local Environmental Plan 2019

State Environmental Planning Policies

SEPP (Biodiversity and Conservation) 2021 – including but not limited to
Chapter 2 Vegetation in non rural areas
Chapter 6 Water Catchments

SEPP (Resilience and Hazards) 2021 – including but not limited to

Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land

SEPP (Industry and Employment) 2021 – Including but not limited to
Chapter 3 Advertising and signage

SEPP No.65 - Design Quality Of Residential Apartment Development

SEPP (Precincts-Central River City) 2021 – Including but not limited to
Chapter 2 State significant precincts

SEPP (Resources and Energy) 2021 – including but not limited to
Chapter 2 Mining, petroleum production and extractive industries
Chapter 3 Extractive industries in Sydney area

SEPP (Transport and Infrastructure) 2021 – including but not limited to
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Planning Systems) 2021 – including but not limited to
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

SEPP (Primary Production) 2021 – including but not limited to
Chapter 2 Primary production and rural development

SEPP (Precincts – Western Parkland City) 2021 – Including but not limited to

Chapter 4 Western Sydney Aerotropolis

SEPP (Housing) 2021

SEPP (Sustainable Buildings) 2022

Development Control Plans

The Hills Development Control Plan 2012

Note: the land is within The Hills Development Control Plan 2012 Part D map sheet. Refer Council's website www.thehills.nsw.gov.au to view the map sheet.

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

Proposed Local Environmental Plans

No Proposed Local Environmental Plans apply to this land.

Proposed State Environmental Planning Policies

No Proposed State Environmental Planning Policies apply to the land.

Listing of proposed State Environmental Planning Instruments is dependent on advice being provided to Council of community consultation or public exhibition by the relevant public authorities. Refer [Plans and Policies | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](http://Plans and Policies | Planning Portal - Department of Planning and Environment (nsw.gov.au))

Proposed Development Control Plans

No Proposed Development Control Plans apply to the land.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 Zoning and land use under relevant planning instruments

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

- (a) the identity of the zone, whether by reference to—
 - (i) a name, such as "Residential Zone" or "Heritage Area", or
 - (ii) a number, such as "Zone No 2 (a)",

The Hills Local Environmental Plan 2019 identifies the land to be:

Zone R3 Medium Density Residential

- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

Refer Attachment 2(b)

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

NO

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

The Hills Local Environmental Plan 2019?

YES

Clause 4.1B of The Hills Local Environmental Plan 2019 provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R3 Medium Density Residential or R4 High Density Residential where it is undertaken as a single development application in conjunction with the subdivision of land.

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

3 Contributions

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

THE HILLS SECTION 7.12 12 - BALMORAL RD

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—

(a) the name of the region, and

NO

(b) the name of the Ministerial planning order in which the region is identified.

NO

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

The land is within the Special Infrastructure Contribution – Western Sydney Growth Areas under the Environmental Planning and Assessment Act 1979.

Refer to the Department of Planning and Infrastructure for further information www.planning.nsw.gov.au

(4) In this section— **continued 7.23 determination** means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

Note— The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

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

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

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

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

Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code

Complying Development under the Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code **may be** carried out on the land.

Housing Alterations Code and General Development Code

Complying Development under the Housing Alterations Code and General Development Code **may be** carried out on the land.

Industrial and Business Buildings Code

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

Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes

Complying Development under the Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes **may be** carried out on the land.

Note 1: Some specific land exemptions in cl.1.19 of the Codes SEPP may apply only to part of a lot, please refer the [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), for further information.

Note 2: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2019 - www.thehills.nsw.gov.au

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct) or (Appendix 10 The Hills Growth Centre Precincts Plan) – [In force legislation - NSW legislation](#)

5 Exempt development

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

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

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

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

Exempt development may be carried out on the land. Please refer to [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#) for relevant requirements and development standards for specified development.

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land,

NO

(b) a building product rectification order is in force in relation to the land that has not been fully complied with,

NO

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(2) In this section—

affected building notice has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

7 Land reserved for acquisition

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy?

NO

Any proposed State Environmental Planning Policy?

NO

8 Road widening and road realignment

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

(a) the [Roads Act 1993](#), Part 3, Division 2, or

NO

(b) an environmental planning instrument, or

NO

(c) a resolution of the council.

NO

9 Flood related development controls

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

NO

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

NO

(3) In this section—

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

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

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

10 Council and other public authority policies on hazard risk restrictions

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

The land is affected by the following policies on hazard restrictions:

i. Landslip

a) By The Hills Local Environmental Plan 2019 zoning?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

b) By The Hills Local Environmental Plan 2019 local provision?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

c) By The Hills Development Control Plan 2012 provision?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

ii. Bushfire

YES

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by bushfire. That question is answered in Section 11 of this certificate.

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

The Hills Development Control Plan 2012 may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(1) of this certificate for the applicable Development Control Plan.

iii. Tidal Inundation

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by tidal inundation.

iv. Subsidence

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by subsidence.

v. Acid sulfate soils

NO

vi. Contamination

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by contamination or potential contamination.

vii. Aircraft noise

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by aircraft noise.

viii. Salinity

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by salinity.

ix. Coastal hazards

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by coastal hazards.

x. **Sea level rise**

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by sea level rise.

xi. **Any other risk, other than flooding**

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by any other risk, other than flooding.

11 Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

NO

None of the land is bushfire prone land.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the [Home Building Act 1989](#), Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

Council has **not** been notified by NSW Fair Trading that the land includes any residential premises that are listed on the register. Refer to the NSW Fair Trading website at www.fairtrading.nsw.gov.au to confirm that the land is not listed on this register.

Note: There is potential for loose-fill asbestos insulation in residential premises that are not listed on the Register. Contact NSW Fair Trading for further information.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).

NO

14 Paper subdivision information

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property vegetation plans

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

NO

16 Biodiversity stewardship sites

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

NO

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

If the land is biodiversity certified land under the [Biodiversity Conservation Act 2016](#), Part 8, a statement to that effect.

NO

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](#)

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

NO

19 Annual charges under [Local Government Act 1993](#) for coastal protection services that relate to existing coastal protection works

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

NO

(2) In this section—

existing coastal protection works has the same meaning as in the [Local Government Act 1993](#), section 553B.

Note—

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

20 Western Sydney Aerotropolis

Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—

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

NO

(b) shown on the [Lighting Intensity and Wind Shear Map](#), or

NO

(c) shown on the [Obstacle Limitation Surface Map](#), or

NO

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

NO

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

NO

21 Development consent conditions for seniors housing

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

NO

22 Site compatibility certificates and development consent conditions for affordable rental housing

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

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

NO

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

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

NO

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

NO

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

NO

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

NO

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,


NO

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE. WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.

ATTACHMENT 2(b)
Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage medium density residential development in locations that are close to population centres and public transport routes.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home-based child care; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

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

NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

NOTE: Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

IMPORTANT INFORMATION

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

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

This agreement is made on 21 / 07 / 2023 at Wentworth Point Between

Landlord

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

Landlord 1 Name: Qing Li A.B.N. (if applicable):

Landlord telephone number or other contact details: linwood2070@hotmail.com

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

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

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

Landlord 2 Name: A.B.N. (if applicable):

Landlord telephone number or other contact details:

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

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

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

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

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

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

Tenant 1 Name Liam Cole Stewart

Phone 0468 344 610

Email liam.stewart00@gmail.com

Tenant 2 Name William Maxwell Brooking

Phone 0401 916 074

Email willybrook@live.com

Tenant 3 Name Mitchell Stuart Sinden

Phone 0410 717 919

Email mitch.sinden@gmail.com

Tenant 4 Name

Phone

Email

Property Address: 23 Durack Crescent, BAULKHAM HILL, NSW 2153

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

Licensee	BME Property Services Pty Ltd		
Trading as	BME Property Services Pty Ltd	A.B.N.	26 153 801 499
Address	Shop 107/8 Nuvolari Place		
Wentworth Point, NSW		Postcode	2127
Phone	02 9739 9266	Fax	02 9267 8805
Mobile	0427 763 979	Email	emily.lu@bmeigroup.com.au

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

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

Term of agreement

The term of this agreement is:

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

starting on 24 / 07 / 2023 and ending on 23 / 01 / 2024 *[Cross out if not applicable]***Note.** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*.**Residential Premises**The residential premises are *[Insert address]*

Address	23 Durack Crescent		
Suburb	BAULKHAM HILL	State	NSW
		Postcode	2153

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

Double Garage

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

N/A

Property Address: 23 Durack Crescent, BAULKHAM HILL, NSW 2153

RESIDENTIAL TENANCY AGREEMENT**Rent**

The rent is \$ 950.00 per week payable in advance starting on 23 /07 /2023 .

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

The method by which the rent must be paid:

(a) to _____ at _____ by ~~cash or Electronic Funds Transfer (EFT)~~, or

(b) into the following account, _____ or any other account nominated by the landlord:

BSB number: _____ Account number: _____

Account name: _____

Payment reference: _____, or

(c) by BPAY® in accordance with the biller code and reference number below or as otherwise provided to the tenant for that purpose:

BPAY® Biller Code: 4481 Reference Number: 0048951545

(d) as follows: Biller Code: 4481 DEFT Reference Number: 0048951545

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 \$3800.00 must be paid by the tenant on signing this agreement.

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

The tenant provided the rental bond amount to:

the landlord or another person, or

the landlord's agent, or

NSW Fair Trading through Rental Bonds Online.

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

IMPORTANT INFORMATION**Maximum number of occupants**

No more than 4 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs: CML Electrical Group (Anthony) Telephone: 0448 121 283

Plumbing repairs: HiFlow Solutions (Matthew) Telephone: 0414 265 818

Other repairs: B&V Handyman Services (Burton) Telephone: 0406 968 888

N/A

Water usage

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

Utilities

Is electricity supplied to the premises from an embedded network? Yes No

Is gas supplied to the premises from an embedded network? Yes No

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

Property Address: 23 Durack Crescent, BAULKHAM HILL, NSW 2153

Smoke alarms

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

Hardwired smoke alarm

Battery operated smoke alarm

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

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

9-volt battery

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

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

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

Strata by-laws

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

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

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

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

admin@bmegroup.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.]

liam.stewart00@gmail.com, willybrook@live.com, mitch.sinden@gmail.com

Condition report

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

Tenancy laws

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

Property Address: 23 Durack Crescent, BAULKHAM HILL, NSW 2153

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "**Residential premises**".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
 - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
 - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

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

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

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

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

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

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

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

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

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

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
 - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

RESIDENTIAL TENANCY AGREEMENT

- 10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.
- 11. The tenant agrees to pay:**
- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
- Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4** all charges for pumping out a septic system used for the residential premises, and
- 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
- 11.6.1** are separately metered, or
- 11.6.2** are not connected to a water supply service and water is delivered by vehicle.
- Note.** Separately metered is defined in the *Residential Tenancies Act 2010*.
- 12. The landlord agrees** that the tenant is not required to pay water usage charges unless:
- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4** the residential premises have the following water efficiency measures:
- 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

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

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

RESIDENTIAL TENANCY AGREEMENT

- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**19. The landlord agrees:**

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

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

- are structurally sound, and
- have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- have adequate ventilation, and
- are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- have adequate plumbing and drainage, and
- are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

- are in a reasonable state of repair, and
 - with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
 - with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
 - are not liable to collapse because they are rotted or otherwise defective.
- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

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

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

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

- a burst water service,
- an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- a blocked or broken lavatory system,
- a serious roof leak,
- a gas leak,
- a dangerous electrical fault,
- flooding or serious flood damage,
- serious storm or fire damage,
- a failure or breakdown of the gas, electricity or water supply to the premises,
- a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES**21. The landlord agrees:**

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

RESIDENTIAL TENANCY AGREEMENT

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

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

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. **The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

RESIDENTIAL TENANCY AGREEMENT

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

33. The tenant agrees:

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

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

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

- 36. The landlord agrees** not to charge for giving permission other than for the landlords reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and

RESIDENTIAL TENANCY AGREEMENT

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

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

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

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

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

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

43. The tenant agrees:

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

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

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

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

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

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

SWIMMING POOLS

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

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

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

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

COMBUSTIBLE CLADDING

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

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

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

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

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

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

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

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

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

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

51.1 4 weeks rent if less than 25% of the fixed term has expired,

RESIDENTIAL TENANCY AGREEMENT

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

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

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

No pet allowed

54. The tenant agrees

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

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

ADDITIONAL TERM - PETS NOT PERMITTED

[Cross out this clause if not applicable]

- 56.** Except to the extent that another term of this agreement expressly permits the tenant to do so, the tenant must not keep, or permit to be kept, any animals on the residential premises.

ADDITIONAL TERM - MATERIAL FACTS

[Cross out this clause if not applicable]

- 57.** The landlord advises the tenant of the existence of the following material fact(s) (as prescribed by the *Residential Tenancies Regulation 2019* (NSW)) in relation to the premises:

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT**58. The landlord and tenant:**

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

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

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

- 59.1** to use the residential premises for residential purposes only;
59.2 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
59.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
59.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
59.5 to wrap up and place garbage in a suitable container;
59.6 to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
59.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
59.8 to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
59.9 to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

RESIDENTIAL TENANCY AGREEMENT

- 59.10** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 59.11** to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 59.12** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 59.13** not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 59.14** to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES**60. The tenant agrees:**

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

ADDITIONAL TERM - RENT AND RENTAL BOND**61. The tenant agrees:**

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

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

ADDITIONAL TERM - OCCUPANTS**63. The tenant agrees:**

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

ADDITIONAL TERM - TERMINATION

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

65. The tenant agrees:

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

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

67. The landlord and the tenant agree that:

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

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

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

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS**68. The tenant acknowledges and agrees:**

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

ADDITIONAL TERM - SWIMMING POOLS

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

~~60. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

~~60.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~

~~60.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~

~~60.3 to keep the water level above the filter inlet at all times;~~

~~60.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool equipment, safety gate, access door, fence or barrier;~~

~~60.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and~~

~~60.6 to ensure that the pool safety gate or access door is self-closing at all times.~~

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

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

70.1 the rent will be increased to

\$ N/A per
[] on [] / [] / [] ; and
to \$ per
[] on [] / [] / [] ; or

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

[]
[]
[]

Note: The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

Note: Generally, the rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. This extends to an increase in the rent payable under a residential tenancy agreement on renewal of the agreement as if the increase were an increase during the term of the agreement.

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

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

71.1 the rent will be increased to

\$ N/A per
[] on [] / [] / [] ; and
to \$ per
[] on [] / [] / [] ; or

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

[]
[]
[]

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

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

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

72. For avoidance of doubt:

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

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

73. Clause 72.2 does not apply:

73.1 to any matter that could not have reasonably been discovered on a reasonable inspection of the residential premises; or

73.2 to any statement in the condition report about which the tenant makes a written dissenting comment on the copy of the report completed by the tenant and retained by the landlord.

ADDITIONAL TERM – ADDITIONAL TENANTS

74. If an Additional Tenant Annexure is attached to this agreement:

74.1 that document forms part of this agreement; and

74.2 the tenant under this agreement includes each person named in that document as a Tenant.

ADDITIONAL TERM – ADDITIONAL TENANT OBLIGATIONS

75. **The tenant agrees:**

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

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

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

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

RESIDENTIAL TENANCY AGREEMENT

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

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

ADDITIONAL TERM - TENANCY DATABASES

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

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

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

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

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

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

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

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

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

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

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

ADDITIONAL TERM - PRIVACY POLICY

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL TERM - ACKNOWLEDGEMENTS

84. The landlord and tenant each acknowledge that:

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

SCHEDULE A**SPECIAL CONDITIONS - FLATS****Special Condition 1 - Vehicles**

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

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

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

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

Special Condition 3 - Obstruction of common areas

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

Special Condition 4 - Noise

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

Special Condition 5 - Behaviour of tenants and invitees

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

Special Condition 6 - Children playing on common areas in building

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

Special Condition 7 - Smoke penetration

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

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

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

Special Condition 8 - Preservation of fire safety

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

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

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

Special Condition 10 - Appearance of flat

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

Special Condition 11 - Cleaning windows and doors

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

Special Condition 12 - Hanging out of washing

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

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

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

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

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

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

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

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

Special Condition 16 - Compliance with planning and other requirements

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

NOTES.

1. Definitions

In this agreement:

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

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

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

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

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

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

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

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

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

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

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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

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

SIGNED BY THE LANDLORD /LANDLORD'S AGENT

DocuSigned by:
Emily (Alan) Lu
B16144F23701461...
(Signature of landlord /landlord's agent)

25/7/2023
(Date)

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

DocuSigned by:
Emily (Alan) Lu
B16144F23701461...
(Signature of landlord /landlord's agent)

25/7/2023
(Date)

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

SIGNED BY THE TENANT

DocuSigned by:
[Signature]
2E862C6C0552E4D9...
(Signature of tenant)

22/7/2023
(Date)

DocuSigned by:
W. Brown
D861A6F760FB442...
(Signature of tenant)

22/7/2023
(Date)

DocuSigned by:
[Signature]
B80729643CF14CB...
(Signature of tenant)

24/7/2023
(Date)

(Signature of tenant)

(Date)

TENANT INFORMATION STATEMENT

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

DocuSigned by:
[Signature]
2E862C6C0552E4D9...
(Signature of tenant)

22/7/2023
(Date)

DocuSigned by:
W. Brown
D861A6F760FB442...
(Signature of tenant)

22/7/2023
(Date)

DocuSigned by:
[Signature]
B80729643CF14CB...
(Signature of tenant)

24/7/2023
(Date)

(Signature of tenant)

(Date)

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

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

ANNEXURE

If applicable, include additional Terms and Conditions below

Special Conditions

1. No glue, nails, picture hooks or holes are to be drilled into or onto the walls (External and internal tiles, ceilings or cupboards) without a written consent of the landlord. If the above were found without a written consent, the tenant(s) must pay for the repair of the damage caused by removing the above items. Strictly no partition(s) to be allowed/ applied in the leased property.
2. The connection and disconnection of utilities (gas, electricity, telephone and internet) shall be arranged by the tenant(s). The tenant(s) are responsible for the usage and payments of these services.
3. Light globes and batteries including NBN batteries are the responsibility of the tenant to maintain and replace as required.
4. Any damage to common areas or premises whilst moving goods into or out of the apartment is strictly the responsibility of the tenant(s). The cost to repair, mend or make good of the damaged area(s) will be borne by the tenant(s). The Tenant agrees that they must notify and book their move in and outs with strata or building management. Failure to do so may result in the tenant being denied access to move in by the strata or building manager.
5. The tenant(s) understand that if they fall 14 days in rental arrears, a Notice to vacate the premise will be issued.
6. Your tenancy/ rental does not terminate until ALL keys (including any copies you've made) are returned to BME Group. You will be responsible for paying the rent until all keys are returned.
7. The tenant acknowledges a final inspection is conducted at the time or shortly after vacant possession of the property has been handed back and it is highly recommended that all tenants attend the final inspection.
8. If the property is not up to standard there is no obligation on the landlord or landlord's agent to give the tenant an opportunity to address outstanding issues once vacant possession has been given. In the event your property manager agrees to allow you to address issues after vacant.
9. All cost for the replacement of loss or damaged keys/ remote control/ swipe card/ access fob due to the tenant's misuse will be borne by the tenant.
10. The tenant authorises the landlord/ agent to provide his/her name and contact number for the purpose of valuations; and agrees to provide access with a minimum of 48-hour notice provided.
11. Photographs will be taken at all routine property visits if required for verification of condition, repairs& maintenance.
12. The tenant acknowledges that neither the Landlord, Landlord's Agent nor Landlord's Insurer covers or is responsible for your contents. This includes events where they are damaged as result of repair or maintenance issue such as a water leak.
13. The tenant(s) agree and acknowledge that they are to return the condition/ inspection report with any changes, notes, or additions within seven (7) days of the lease start date; failing to do so in the specified time period will result in the acknowledgement that the agents report is legally binding and correct.
14. Any traces of pet stool or urine left on the carpet or timber floor or at any part of the premises/ apartment during the tenancy agreement; the removal/ cleaning cost will be borne by the tenants. An additional pest control must be completed by the tenant and provide the receipt from liable pest control contractor at the end of the tenancy agreement for any pet tenant
15. If you require spare key(s) to be delivered to your apartment during our office hours from 9:00am – 5:00pm (Mon – Fri), a call out fee of \$110 per visit will be charged for delivery. Please make an appointment with us should you require this service.
16. Any inward dishonour fee incurred due to dishonoured transactions (cheques/ EFT etc.), the fee of \$15.00 will be charged to the tenant's account.
17. Water usage charges – some buildings will require tenant to pay for water usage charges separately. The charges will be invoiced and sent to the tenant for payment. The tenant(s) agree and acknowledge that if water usages are charged separately, then payments will be required for the usage.
18. Tenant(s) agree that if there is any reimbursement from the landlord, a rental credit will be issued to the tenant's account. NO DIRECT DEPOSIT INTO PERSONAL/ TENANT'S ACCOUNT will be arranged.
19. It is tenant's sole responsibility to pay for the initial NBN connection set up fee.
20. All conditions above applies for all future renewed documents.

ANNEXURE



Tenant information statement

What you must know before you start renting

Starting a tenancy

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

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

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

The landlord or agent must:

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

When renting, you must:

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

What you must be told before you sign an agreement

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

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

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

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

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

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

What you must be given before you sign an agreement

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

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

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

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

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

Before or at the start of the tenancy

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

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

The property must be fit to live in

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

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

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

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

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

Residential tenancy agreement

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

Condition report

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

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

Rent, receipts and records

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

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

Your landlord or agent must:

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

Rental bonds

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

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

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

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

Discrimination when applying for rental property

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

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

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

Communicating with your landlord or agent

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

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

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

During the tenancy

Can rent be increased during the tenancy?

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

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

Paying for electricity, gas and water usage

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

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

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

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

Repairs and maintenance

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

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

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

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

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

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

Smoke alarms must be working

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

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

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

Privacy and access

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

For example:

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

How to make 'minor' changes to the property

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

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

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

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

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

Your rights in circumstances of domestic violence

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

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

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

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

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

Ending the tenancy

Termination notice must be given

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

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

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

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

Break fee for ending a fixed term agreement early

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

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

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

Getting the rental bond returned

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

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

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

Checklist

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

The tenancy agreement

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

Promised repairs

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

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

Upfront costs

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

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

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

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

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

[fairtrading.nsw.gov.au](https://www.fairtrading.nsw.gov.au) 13 32 20

Language assistance 13 14 50

(ask for an interpreter in your language)

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