

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Victory Lease Pty Ltd Suite 606, 1-5 Railway Street Chatswood NSW 2067	Tel: 02 9884 8969 E: leo.li@victorylease.com.au
co-agent vendor	Yanqiu Li	
vendor's solicitor	Hyde Park Lawyers Ground Floor 229-231 Macquarie Street Sydney NSW 2000	Tel: 02 7966 4253 Email: czhou@hydeparklawyers.com.au
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	10 Mayfair Street, Tallawong NSW 2762 Lot 1059 in Deposited Plan 1207919 1059/1207919	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <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	documents in the List of Documents as marked or numbered: other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELM) (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 a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

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 type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<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 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 60
<p>HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number</p>	

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

10 Mayfair Street, Tallawong NSW 2762

Additional clauses forming part of this contract for the sale and purchase of land

33 STANDARD FORM CONTRACT

33.1 Amendments to standard form contract

The following printed clauses are amended as follows:

33.1.1 **clause 2.9:**

- (a) replace the words 'If each party tells.....to be invested' with 'If this contract says the deposit is to be invested'; and
- (b) insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

33.1.2 **clause 5.1:** insert the words 'and they are the only form of *requisitions* the purchaser may make and clause 5.2.1 is taken to be deleted' at the end of the clause;

33.1.3 **clause 7.1.1:** replace '5%' with '\$10.00';

33.1.4 **clause 7.2.1:** replace "10%" with "1%";

33.1.5 **clause 7.2.4:** delete the words 'and the costs of the purchaser';

33.1.6 **clause 8.1.1:** delete the words 'on reasonable grounds';

33.1.7 **clause 8.1.2:** delete the words from 'that' to 'grounds' inclusive;

33.1.8 **clause 10.1:** add the words "or delay completion" after the word "terminate";

33.1.9 **clauses 10.1.8 and 10.1.9:** replace each occurrence of the word 'substance' with the word 'existence';

33.1.10 **clause 12:** insert the following at the end of the clause:
'In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';

33.1.11 **clause 12.2:** delete the words "if necessary in the name of the Vendor";

33.1.12 **clause 14.2:** the addition of the following sentence after the word "completion": -
"the amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment."

33.1.13 **clause 14.2.1:** replace "2 business days" with "5 business days";

- 33.1.14 ~~clause 14.4: replace the words 'not surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other' with the word 'adjust';~~
- 33.1.15 **clause 14.4.1** – insert “and” at the end of clause;
- 33.1.16 **clause 14.4.2:** delete the clause and replace with
- “by adjusting the amount that would have been payable if at the start of the year:-
- if the person who owned the land owned other lands, by calculating its separate taxable value on a proportional basis based on the valuation of the land out of the total taxable valuation of all lands;
 - if the land was subject to a special trust or owned by a non-concessional company, no adjustment shall be allowed for the land tax concession for the land.
- 33.1.17 **clause 19:** insert the following additional clause:
- ‘19.3 Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2022 (NSW)* is the remedy prescribed by that regulation.’;
- 33.1.18 **clause 20.6.4:** insert the words ‘provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post’ at the end of the clause;
- 33.1.19 **clause 20.6** is deemed amended by adding thereto: -
- (i) Clause 20.6.8 in the following terms:
“*In enlargement and not in diminution of foregoing provisions a document or notice under or relating to this contract is served if sent by ordinary or express prepaid post and taken to have been served on the second business day after posting.*”
- (ii) Clause 20.6.9 in the following terms:
“*In enlargement and not in diminution of the foregoing provisions the address of a party to this contract for the purposes of services of any document or notice under or relating to this Contract is the address or facsimile number or email address of that party or that party’s Solicitor as shown on the front page of this contract.*”
- 33.1.20 **clause 20.7.2:** insert the words ‘and in the case of the vendor the actual cost’ at the end of the clause;
- 33.1.21 **clause 20:** insert the following additional clause:
- ‘20.18 In this contract, unless the context requires otherwise:
- 20.16.1 *in writing* includes any communication sent by letter, facsimile transmission or email; and
- 20.16.2 *including* and similar expressions are not words of limitation.’; and
- 33.1.22 **clause 31.2:** replace “5 business days” with “2 business day”.

33.2 Terms defined in printed form contract

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

34 NOTICE TO COMPLETE

34.1 Issue of notice to complete

If a party is entitled to serve a notice to complete, then the party may:

- 34.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and
- 34.1.2 specify a time of day between 11am and 4:30pm as the time for completion.

34.2 Reasonable period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

34.3 Preservation of rights

The party serving a notice to complete reserves the right to:

- 34.3.1 withdraw the notice; and
- 34.3.2 issue further notices to complete.

34.4 On completion the Purchaser must pay a fee of \$330.00 to the Vendor's Solicitor being the cost for issuing such Notice to Complete to the Purchaser.

35 DELAY INTEREST

35.1 Payment of interest

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily:

- 35.1.1 at the rate of 8% per annum; and
- 35.1.2 on the balance of the purchase price payable under this contract, in respect of the period commencing on the day following the date for completion and ending on completion.

35.2 Delay by vendor

Clause 35.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

35.3 Rebooking of Settlement

Where the Purchaser has booked a date for actual completion with the Vendor and such booking is cancelled through no default of the Vendor, then for each such cancelled booking the Purchaser shall allow to the Vendor as an adjustment at actual completion the sum of \$330.00 inclusive of GST.

35.4 **Essential term**

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

36 **REAL ESTATE AGENT**

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty by any real estate agent or other person (other than the vendor's agent or co-agent, if any, specified in this contract). The vendor's rights under this clause continue after completion.

37 **PRESENT CONDITION**

37.1 The property together with all improvements thereon and all furnishings and chattels included and any services, facilities and installations provided to the property are sold in their present condition, state of repair and position, and subject to all patents faults and patent defects. The purchaser acknowledges that it buys the property, improvements, inclusions, services, facilities and installations aforesaid, relying on its own inspection, knowledge and enquiries and that it does not rely wholly or partly on any statement or representation made to it by or on behalf of the vendor. The purchaser shall not call upon the vendor to carry out repairs whatsoever in relation to the property, improvements or inclusions as aforesaid.

37.2 Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2022 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and cannot take any restricted action in respect of:

- (i) the condition, state of repair, dilapidation or infestation (if any) of the property;
- (ii) any latent or patent defect in the property;
- (iii) any environmental hazard or contamination;
- (iv) the nature, location, availability or non-availability of any water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) or defects in the *Services*;
- (v) whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;
- (vi) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- (vii) any rainwater downpipe being connected to the sewer;
- (viii) any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
- (ix) whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

38 PURCHASER'S WARRANTIES

38.1 Purchaser's warranties

The purchaser represents and warrants that:

- 38.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- 38.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 38.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.
- 38.1.4 in entering into this contract, the purchaser does not rely upon any warranty, representation, letter, correspondence or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.
- 38.1.5 the purchaser also acknowledges having inspected the books/records/minutes maintained by the holder of strata or community title records for the owner's corporation and shall make no objection, requisition, claim for compensation, nor rescind nor terminate nor delay completion of this Contract in respect of any matter or thing disclosed or discoverable by such search.

38.2 Acknowledgements

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 38.

39 INSOLVENCY

39.1 If the purchaser is a company the purchaser warrants that the purchaser:

- (i) has not resolved to go into liquidation;
- (ii) has not had a petition for its winding-up presented and not withdrawn within 30 days of presentation;
- (iii) has not entered into a scheme of arrangement with its creditors under the Corporations Act 2001 or similar legislation; and
- (iv) has not had a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

39.2 The warranty made by the purchaser in accordance with clause 39.1 is made by the purchaser to the vendor on the contract date and on each and every day after the contract date up to and including the day of Completion.

39.3 A breach by the purchaser of any of the warranties made by the purchaser in accordance with clauses 39.1 and 39.2 will be a breach of an essential term of this contract entitling the vendor, without limiting any other rights the vendor may have arising from the breach, to immediately terminate this contract.

39.4 The right of termination by the vendor in accordance with clause 39.3 is subject to any law to the contrary.

40 CAPACITY OR DEATH OF A PARTY

- 40.1 The vendor may rescind this contract, if the purchaser is an individual who and where there is more than one, either purchaser:
- (i) dies; or
 - (ii) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.
- 40.2 If the purchaser is an individual and is declared bankrupt or enters into any scheme with or makes any assignment of this estate for the benefit of, the purchaser's creditors this will be a breach of an essential term of this contract entitling the vendor, without limiting any other rights the vendor may have arising from the breach, to immediately terminate this contract.
- 40.3 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

41 Swimming Pool

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* if the swimming pool on the *property* does not comply with the requirements of the *Swimming Pools Act 1992 (NSW)*.

42 Smoke alarms

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* should the vendor not have complied with the provisions of the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms in the *property*.

43 FIRB approval

The Purchaser warrants that it does not require the consent of the Foreign Investment Review Board to the purchase of the property and in the event, notwithstanding this warranty, that any fine or penalty is incurred by the Vendor for any non-compliance to the Act relating to the foreign acquisition of certain land interests and to foreign control of certain business enterprises and mineral rights then the Purchase shall indemnify and keep indemnified the Vendor against such fine or penalty.

44 State Environmental Planning Policy (SEPP) 25 and 28

The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SEPP 12 that allowed subdivision of dual occupancies have been repealed and the attached Section 10.7 Certificate may be inaccurate in respect of those matters.

45 Purchaser's Requisition on Title

If the Purchaser makes a requisition, the Purchaser shall be deemed to have made the standard requisitions attached to this Contract.

46 Existing Tenancies

If the property is sold subject to an existing tenancy, the Vendor does not warrant that the tenant will continue to remain in the property on or after completion. If the lease has expired and the purchaser requires vacant possession at settlement, the Purchaser must advise the Vendor in writing, within 3 days after the contract exchange date. If the Purchaser does not serve written notice to the Vendor in accordance with this clause, the Purchaser must accept the tenancy on settlement.

47 Water Usage

Notwithstanding any other clause in this Contract, the parties agree that if the tenant is liable to pay separately for water usage under the Residential Tenancy Agreement, then no adjustment shall be made for water usage on completion.

48 Electronic Signature and Exchange

48.1 Execution in counterparts

This contract may be executed:

- (a) in any number of counterparts and all the counterparts together make one instrument;
- (b) electronically by both parties using a digital signing platform or by exchanging electronic copies of original signatures on this contract.

48.2 Creation of valid contract

- (a) This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- (b) The parties acknowledge that the electronic version of this contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (c) The parties agree to be bound by the electronic version of this contract which has been signed and exchanged in accordance with this clause and the purchaser may not object because of anything contained in this clause.

48.3 Compliance with Electronic Transactions Act 2000 (NSW)

The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of the digital signing platform, in relation to the execution of this contract.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 1059/1207919

SEARCH DATE	TIME	EDITION NO	DATE
5/7/2023	2:55 PM	4	9/11/2018

LAND

LOT 1059 IN DEPOSITED PLAN 1207919
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1207919

FIRST SCHEDULE

YANQIU LI (T AK557811)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 2537 NO 295 COVENANT
- 3 DP1205832 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1207919 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 5 DP1207919 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT
- 6 DP1207919 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 7 DP1207919 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (20) IN THE S.88B INSTRUMENT
- 8 AN847293 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CURVE	ARC	RADIUS
1	157°20'20"	13.115	13.12	150
2	160°32'35"	3.65	3.65	150
3	159°49'10"	10.05	10.05	150
4	157°49'05"	19.525	19.525	150
5	324°16'35"	7.875	7.88	58
6	330°11'45"	0.535	0.535	58
7	335°15'15"	26.395	26.435	194
8	361°11'40"	0.26	0.26	166
9	61°19'26"	6.545	6.545	108
10	154°15'30"	14.985	15.005	92
11	261°57'30"	6.545	6.545	92
12	265°42'20"	5.149	5.149	92
13	339°25'35"	4.975	4.975	108
14	334°38'35"	13.05	13.055	108
15	330°31'00"	2.375	2.375	108
16	151°59'30"	3.015	3.015	42
17	160°49'35"	5.005	5.005	58
18	160°49'15"	5	5	92
19	157°31'10"	21.025	21.035	166
20	268°58'20"	5	5	92

(X) LAND EXCLUDES MINERALS (BK 2575 NO 800)
 (Z) GOVERNANT (BK 2557 NO 285)
 RESTRICTIONS ON THE USE OF LAND (DP1208832)

**SURVEYING & SPATIAL INFORMATION REGULATION 2012
 (CLASS 61121 & 3511181)**

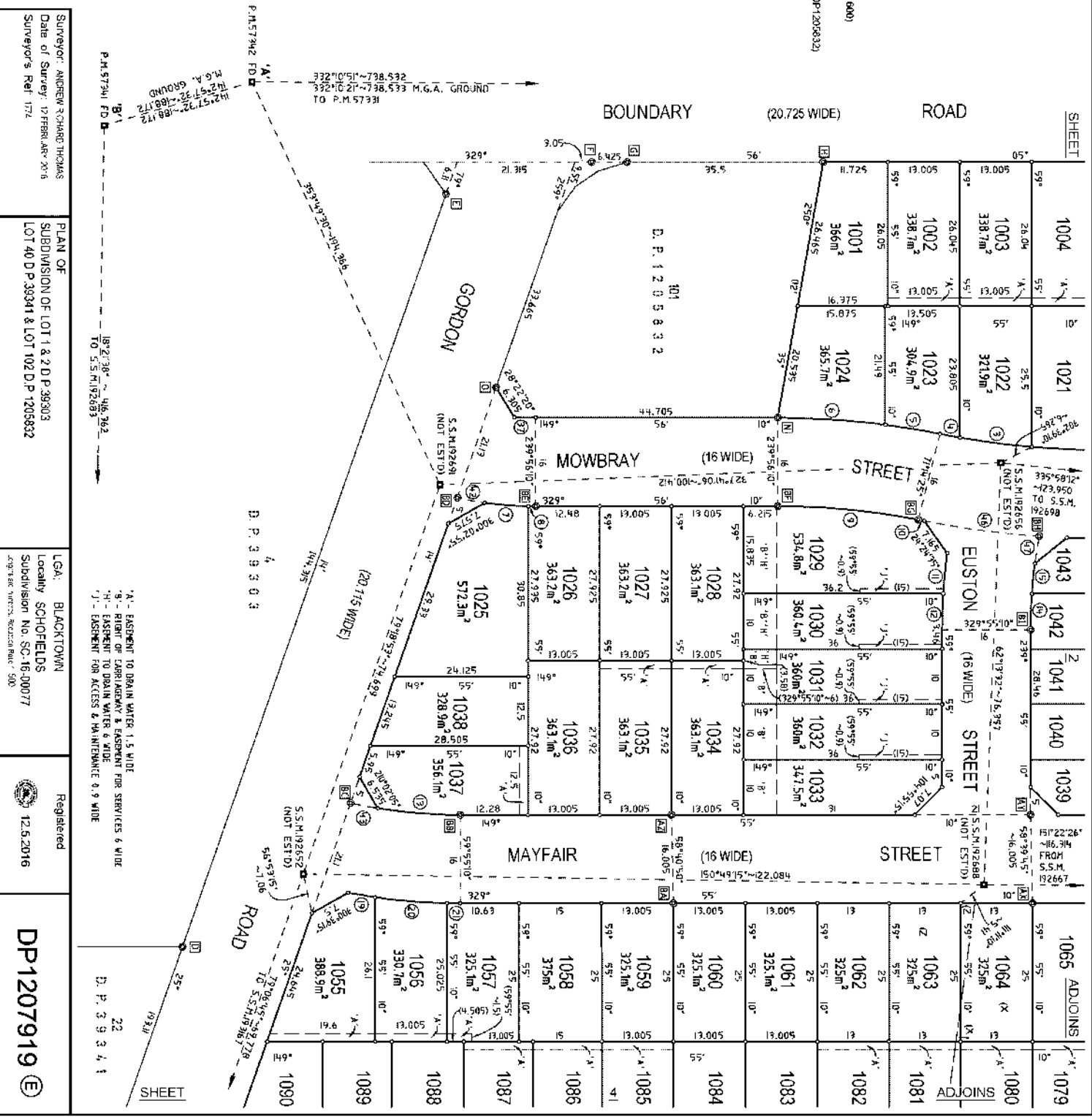
M.G.A. CONDITIONS

MARK	EXISTING	SURVEYING	CLASS ORDER	METHOD
P.M. 57329	301 630 882	6 270 881.548	B	2
P.M. 57331	301 749 891	6 270 879.031	B	2
P.M. 57343	304 208 028	6 269 666.659	B	2
P.M. 57342	304 096 669	6 269 716.867	B	2
S.S.M. 192651	304 270 9	6 270 681.7	U	U
S.S.M. 192652	304 127 2	6 269 992	U	U
S.S.M. 192654	304 020 1	6 269 995	U	U
S.S.M. 192665	304 213 3	6 270 058.7	U	U
S.S.M. 192666	304 073 8	6 269 910.1	U	U
S.S.M. 192688	303 945 6	6 270 108.2	U	U
S.S.M. 192689	304 138 2	6 270 058.8	U	U
S.S.M. 192690	304 215 7	6 269 991.7	U	U
S.S.M. 193167	304 073 8	6 269 910.1	U	U
S.S.M. 192677	303 908 4	6 270 066.4	U	U
S.S.M. 192678	304 176 5	6 270 803.9	U	U
S.S.M. 192682	304 225 2	6 270 628.6	U	U
S.S.M. 192683	304 339 2	6 269 951.1	U	U
S.S.M. 192684	304 288 4	6 269 881.8	U	U
S.S.M. 192688	304 087 6	6 269 950.5	U	U
S.S.M. 192691	304 073 8	6 269 910.1	U	U
S.S.M. 192698	303 945 6	6 270 108.2	U	U
S.S.M. 192699	304 138 2	6 270 058.8	U	U
S.S.M. 193167	304 215 7	6 269 991.7	U	U

COMBINED SCALE FACTOR: 1.000568 ZONE 58
 SOURCE: S. C. I. M. S. DATE: 9 FEBRUARY 2015

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
D	169°14'25"	0.415	R.H. C.B. PD (O.P. 1705837)
E	169°14'25"	0.455	R.H. C.B. PD (O.P. 1705831)
F	59°56'05"	0.455	R.H. G.I.P. FD NEW GONE (O.P. 1330831)
G	142°21'16"	0.455	R.H. G.I.P. FD NEW GONE (O.P. 1330832)
H	62°45'36"	0.48	R.H. G.I.P. FD NEW GONE (O.P. 1330832)
I	72°21'45"	3.955	R.H. G.I.P.
N	337°38'05"	5.935	R.H. G.I.P. FD (O.P. 1330832)
O	344°49'15"	1.53	R.H. G.I.P. FD NEW GONE (O.P. 1330832)
D	266°47'16"	19.695	R.H. S.S.M. 192691
K	105°52'00"	4.765	R.H. S.S.M. 192651
A	240°21'15"	3.445	R.H. D.H. & V.
B	61°06'16"	3.445	R.H. D.H. & V.
C	269°40'50"	2.42	R.H. D.H. & V. & R.H. S.S.M. 192688
B	65°29'40"	18.11	R.H. D.H. & V.
E	60°47'42"	3.395	R.H. D.H. & V.
F	59°10'05"	3.335	R.H. D.H. & V.
G	56°56'05"	3.445	R.H. D.H. & V.
H	32°22'35"	1.515	R.H. D.H. & V. & R.H. S.S.M. 192656
I	35°18'50"	3.615	R.H. D.H. & V.



SURVEYOR: ANDREW SCHARD THOMAS
 Date of Survey: 17 FEBRUARY 2016
 Surveyor's Ref: 1772

PLAN OF SUBDIVISION OF LOT 1 & 2 D.P. 28303
 LOT 40 D.P. 39344 & LOT 102 D.P. 1208832

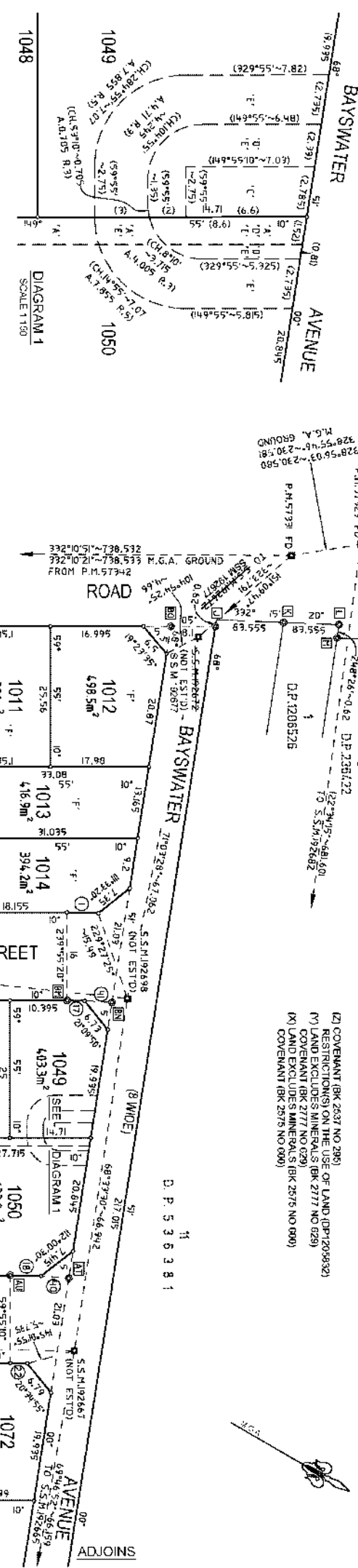
LGA: BLACKTOWN
 Locality: SCHORIELDS
 Subdivision No. SC-16-00077
 ADP REF: 16/00077/000

Registered
 12.5.2016

DP1207919 (E)

* A. - EASEMENT TO DRAIN WATER 1.5 WIDE
 * B. - RIGHT OF FABRICATED & EASEMENT FOR SERVICES 6 WIDE
 * C. - EASEMENT TO DRAIN WATER 6 WIDE
 * D. - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE

SHEET 22
 D.P. 3 3 3 4 1



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CURVED	ARC	RADIUS
1	151°25'50"	5.69	5.49	104
2	452°22'55"	12.86	12.86	150
3	151°25'50"	6.54	6.54	92
4	241°57'30"	6.54	6.54	92
5	285°42'29"	5.49	5.49	92
6	331°02'20"	6.49	6.49	104
7	330°56'55"	3.2	3.2	92
8	151°26'40"	5.62	5.62	108
9	330°53'55"	3.12	3.12	92
10	151°26'40"	5.08	5.08	104
11	153°28'05"	5	5	92
12	248°38'20"	5	5	92
13	333°01'30"	5	5	104

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
1	75°28'00"	1.045	R.M. G.I.P. FD MON GONE (D.P. 1205832)
2	247°56'45"	0.56	R.M. G.I.P. FD MON GONE (D.P. 38303)
3	333°31'20"	5.015	R.M. S.S.M. 1926722, S.S.M. 1926727
4	7°52'30"	3.845	R.M. G.I.P. FD (D.P. 1215918)
5	68°32'00"	2	R.M. MAIL FD MON GONE (D.P. 1208561)
6	62°40'0"	1.14	R.M. G.I.P. FD (D.P. 1208561)
7	68°26'05"	0.92	R.M. G.I.P. FD (D.P. 2364221)
8	246°57'20"	1.72	R.M. D.H. & W. & R.M. S.S.M. 1926841
9	239°53'35"	4.56	R.M. D.H. & W.
10	238°41'35"	3.445	R.M. D.H. & W.
11	241°46'50"	12.625	R.M. D.H. & W.
12	96°51'30"	4.185	R.M. D.H. & W.
13	105°52'00"	4.765	R.M. D.H. & W.
14	213°40'00"	1.295	R.M. D.H. & W. & R.M. S.S.M. 1926848
15	324°22'35"	1.515	R.M. D.H. & W. & R.M. S.S.M. 192655
16	353°00'50"	3.615	R.M. D.H. & W.
17	62°55'10"	3.325	R.M. D.H. & W.
18	58°50'50"	3.315	R.M. D.H. & W.
19	243°12'20"	3.44	R.M. D.H. & W.
20	39°05'15"	2.485	R.M. D.H. & W.
21	77°44'30"	1.035	R.M. S.S.M. 1926858
22	68°28'10"	13.85	R.M. D.H. & W.
23	68°27'10"	2.18	R.M. D.H. & W.
24	207°19'15"	4.075	R.M. D.H. & W.
25	54°31'30"	3.4	R.M. G.I.P.

BOUNDARY (20.725 WIDE) ROAD (16 WIDE) STREET (16 WIDE) STREET (16 WIDE)

Lot No.	Area (sqm)	Notes
1003	498.5m²	
1004	386m²	(X)
1005	338.8m²	
1006	338.8m²	
1007	338.8m²	
1008	338.8m²	
1009	338.8m²	(Y)
1010	338.8m²	
1011	386m²	
1012	498.5m²	
1013	416.9m²	
1014	394.2m²	
1015	338.8m²	
1016	338.8m²	(X)
1017	338.8m²	
1018	338.8m²	
1019	338.8m²	
1020	338.8m²	
1021	336.6m²	(Z)
1022	336.6m²	(Z)
1043	341.3m²	
1044	312.5m²	
1045	312.5m²	(X)
1046	312.5m²	(Y)
1047	312.5m²	
1048	325.1m²	
1049	403.3m²	(SEE DIAGRAM 1)
1050	633.2m²	
1051	312.5m²	
1052	312.5m²	
1053	312.5m²	(X)
1054	312.5m²	
1055	312.5m²	
1056	312.5m²	
1057	312.5m²	
1058	312.5m²	
1059	312.5m²	
1060	312.5m²	
1061	312.5m²	
1062	312.5m²	
1063	312.5m²	
1064	312.5m²	
1065	312.5m²	
1066	312.5m²	
1067	312.5m²	
1068	312.5m²	(X)
1069	312.5m²	(Y)
1070	312.5m²	
1071	312.5m²	
1072	312.5m²	
1073	312.5m²	
1074	312.5m²	
1075	312.5m²	
1076	312.5m²	
1077	312.5m²	
1078	312.5m²	
1079	312.5m²	
1080	312.5m²	

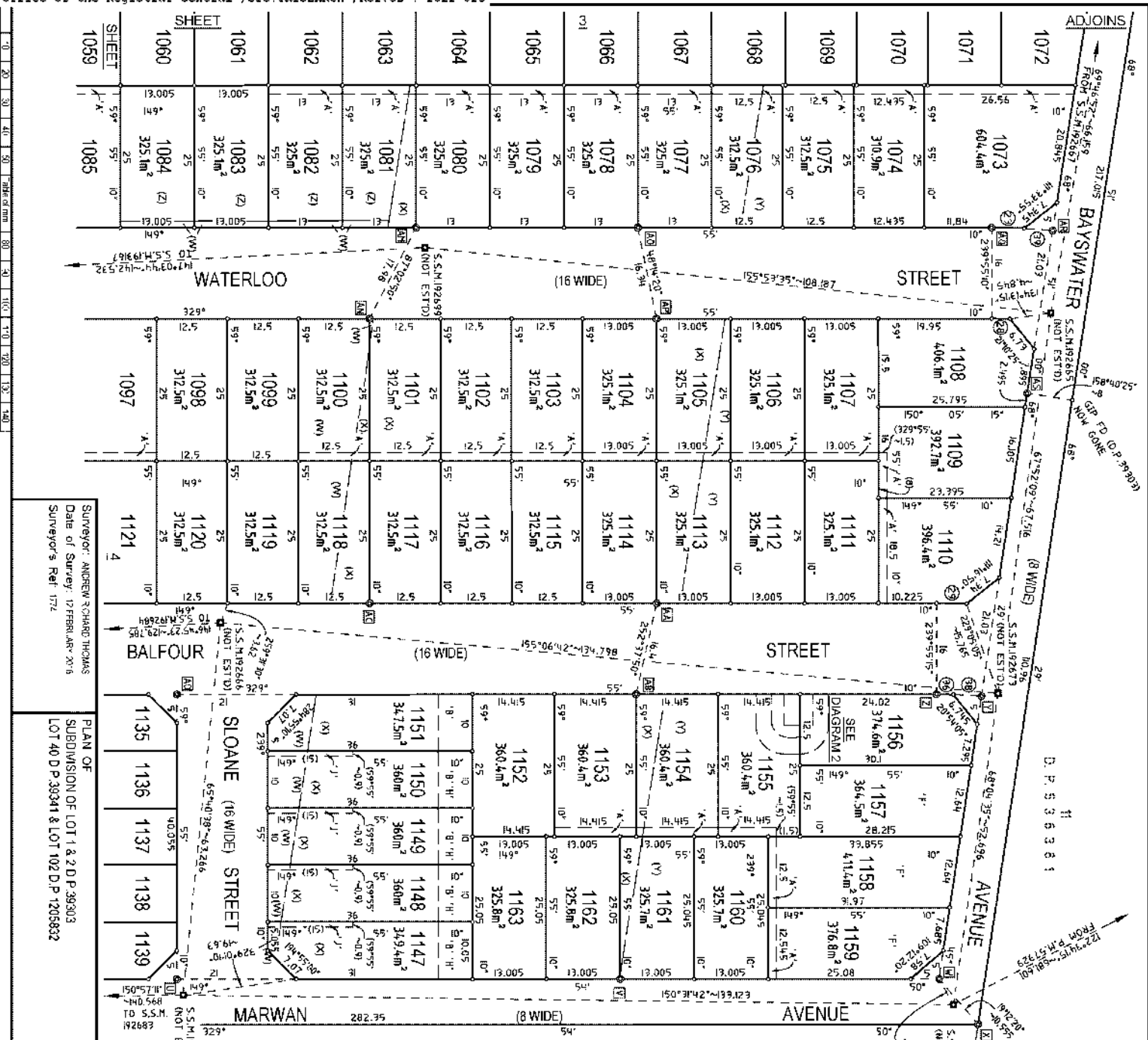
SURVEYOR: ANDREW SCHARD THOMAS
DATE OF SURVEY: 17 FEBRUARY 2016
SURVEYOR'S REF: 1772

PLAN OF SUBDIVISION OF LOT 1 & 2 D.P. 38303
LOT 40 D.P. 39384 & LOT 102 D.P. 1208632

LOCALITY: BLACKTOWN
SUBDIVISION NO.: SC.16.00077
ADJOINING PARCELS: SECTION 900

REGISTERED: 12.5.2016

DP1207919



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	ADIUS
1	151°28'20"	5.725	5.725	100
2	330°55'35"	3.23	3.23	92
3	151°14'55"	5.37	5.37	100
4	330°48'55"	2.825	2.825	92
5	151°18'00"	5	5	92
6	154°11'00"	5	5	100

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	358°26'45"	1.02	R.M. C.B. PD (D.P. 39341)
B	162°31'05"	1.435	R.M. S.S.M. 192651
C	148°46'10"	13.92	R.M. D.H. & W.
D	245°48'45"	3.34	R.M. D.H. & W.
E	290°07'20"	5.32	R.M. D.H. & W.
F	105°08'35"	5.41	R.M. D.H. & W.
G	13°57'30"	9.025	R.M. S.S.M. 192682
H	88°39'55"	8.815	R.M. S.S.M. 192673
I	68°41'10"	13.93	R.M. D.H. & W.
J	36°11'15"	3.68	R.M. D.H. & W.
K	257°01'45"	3.555	R.M. D.H. & W.
L	55°41'20"	3.29	R.M. D.H. & W.
M	239°36'20"	12.53	R.M. D.H. & W.
N	91°48'25"	1.21	R.M. D.H. & W. & R.M. S.S.M. 192665
O	215°52'10"	3.825	R.M. S.S.M. 192639
P	97°53'20"	4.37	R.M. D.H. & W.
Q	239°02'55"	3.41	R.M. D.H. & W.
R	218°31'15"	4.255	R.M. D.H. & W.
S	245°52'15"	3.565	R.M. D.H. & W.
T	251°07'10"	1.9	R.M. D.H. & W. & R.M. S.S.M. 192665
U	198°23'10"	4.15	R.M. D.H. & W.
V	100°59'00"	5.28	R.M. D.H. & W.

LEGEND:

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES & W/O
- (C) EASEMENT FOR PAVING SUBSIDIATION 2.75 WIDE
- (D) RESTRICTION ON USE OF LAND NO. 6
- (E) RESTRICTION ON USE OF LAND NO. 7
- (F) EASEMENT TO DRAIN WATER (TRAPLE LOT)
- (G) EASEMENT TO DRAIN WATER 6 WIDE
- (H) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE

PLAN OF SUBDIVISION OF LOT 1 & 2 D.P. 39303

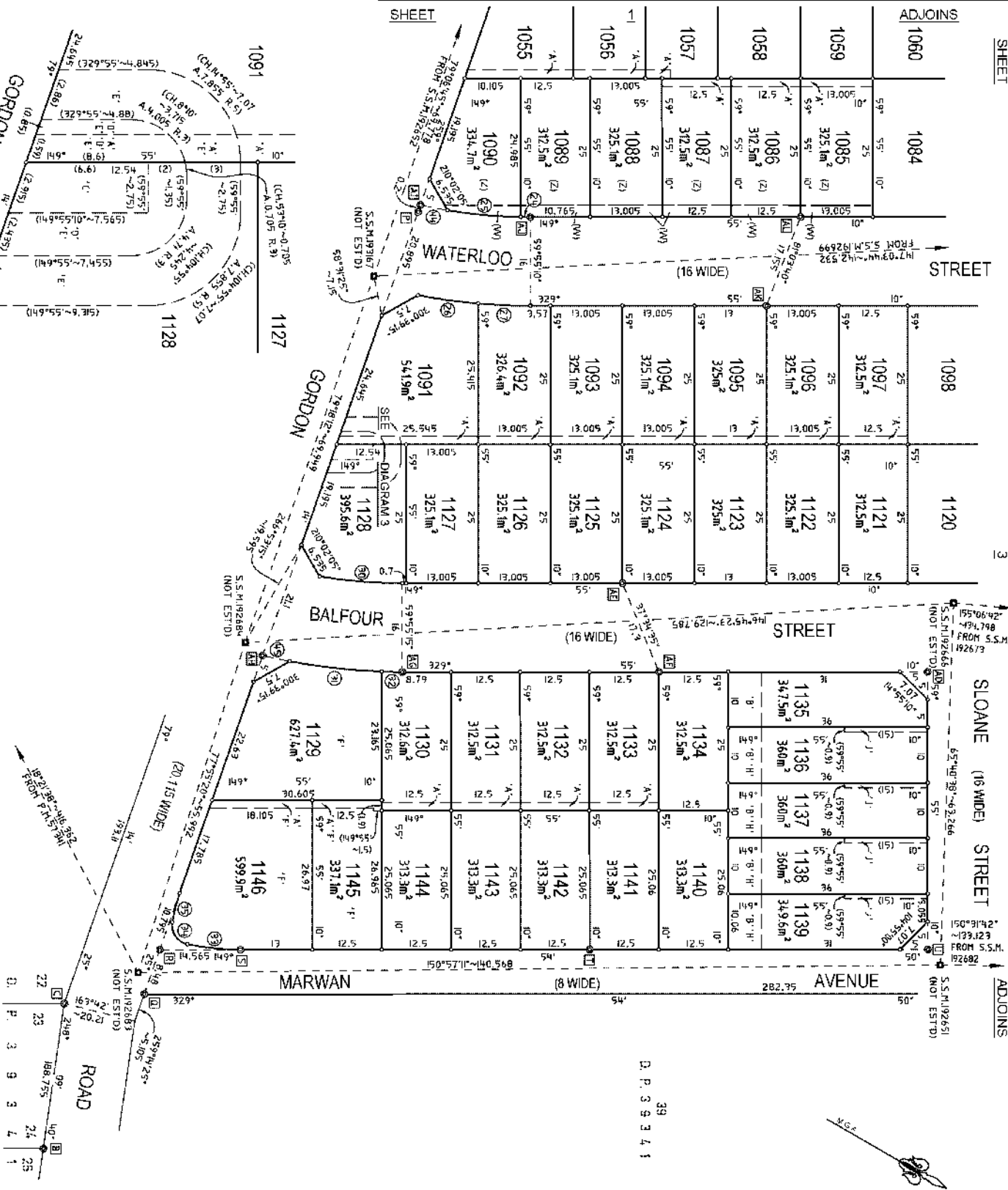
Surveyor: ANDREW SCHARD THOMAS
Date of Survey: 17 FEBRUARY 2016
Surveyor's Ref: 1772

Subdivision No. SC:16-00077
Lot 40 D.P. 39304 & Lot 102 D.P. 208632

LGA: BLACKTOWN
Locality: SCHOFIELDS
Subdivision No. SC:16-00077
As per the Victorian Real Estate Act 1998

Registered 12.5.2016

DP1207919



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CURVE	ARC	RADIUS
1	150°27'40"	1.735	1.715	92
2	155°08'00"	13.76	13.27	92
3	317°50'20"	10.955	10.94	100
4	317°50'20"	9.44	9.445	100
5	154°35'35"	14.99	15.005	92
6	317°50'20"	14.68	15.685	100
7	317°50'20"	9.43	9.435	100
8	317°50'20"	9.43	9.435	100
9	154°35'35"	14.99	15.005	92
10	154°35'35"	14.99	15.005	92
11	154°35'35"	14.99	15.005	92
12	154°35'35"	14.99	15.005	92
13	154°35'35"	14.99	15.005	92
14	154°35'35"	14.99	15.005	92
15	154°35'35"	14.99	15.005	92
16	154°35'35"	14.99	15.005	92
17	154°35'35"	14.99	15.005	92
18	154°35'35"	14.99	15.005	92
19	154°35'35"	14.99	15.005	92
20	154°35'35"	14.99	15.005	92
21	154°35'35"	14.99	15.005	92
22	154°35'35"	14.99	15.005	92
23	154°35'35"	14.99	15.005	92
24	154°35'35"	14.99	15.005	92
25	154°35'35"	14.99	15.005	92
26	154°35'35"	14.99	15.005	92
27	154°35'35"	14.99	15.005	92
28	154°35'35"	14.99	15.005	92
29	154°35'35"	14.99	15.005	92
30	154°35'35"	14.99	15.005	92
31	154°35'35"	14.99	15.005	92
32	154°35'35"	14.99	15.005	92
33	154°35'35"	14.99	15.005	92
34	154°35'35"	14.99	15.005	92
35	154°35'35"	14.99	15.005	92
36	154°35'35"	14.99	15.005	92
37	154°35'35"	14.99	15.005	92
38	154°35'35"	14.99	15.005	92
39	154°35'35"	14.99	15.005	92
40	154°35'35"	14.99	15.005	92
41	154°35'35"	14.99	15.005	92
42	154°35'35"	14.99	15.005	92
43	154°35'35"	14.99	15.005	92
44	154°35'35"	14.99	15.005	92
45	154°35'35"	14.99	15.005	92

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
D	159°09'40"	0.455	R.M. C.B. 10 (D.P. 393411)
C	143°42'00"	0.14	R.M. C.B. 10 (D.P. 393411)
P	27°42'35"	1.38	R.M. O.I.P. 70 (D.P. 1359832)
Q	71°59'55"	10.475	R.M. S.S.M. 192883
R	42°03'10"	4.12	R.M. D.H. & W.
S	112°41'50"	3.955	R.M. D.H. & W.
T	290°55'15"	4.795	R.M. D.H. & W.
U	201°16'25"	4.28	R.M. D.H. & W.
V	226°58'40"	3.33	R.M. D.H. & W.
W	210°45'10"	3.805	R.M. D.H. & W.
X	142°31'05"	1.405	R.M. S.S.M. 192851
Y	148°26'10"	13.92	R.M. D.H. & W.
Z	91°28'25"	1.21	R.M. D.H. & W. & R.M. S.S.M. 192854
AA	187°32'30"	5.52	R.M. D.H. & W.
AB	55°15'25"	3.415	R.M. D.H. & W.
AC	72°12'15"	3.44	R.M. D.H. & W.
AD	22°00'35"	3.1	R.M. S.S.M. 192884
AE	35°31'10"	13.99	R.M. D.H. & W.
AF	289°11'50"	2.23	R.M. D.H. & W. & R.M. S.S.M. 193187
AG	249°19'35"	3.475	R.M. D.H. & W.
AH	104°15'15"	4.785	R.M. D.H. & W.
AI	212°07'45"	3.435	R.M. D.H. & W.

DIAGRAM 3
SCALE 1:150

Surveyor: ANDREW SCHARD THOMAS
Date of Survey: 17 FEBRUARY 2016
Surveyor's Ref: 1772

PLAN OF SUBDIVISION OF LOT 1 & 2 D.P. 39303
LOT 40 D.P. 39384 & LOT 102 D.P. 1208832


LGA: BLACKTOWN
Locality: SCHOFIELDS
Subdivision No. SC-16-00077
ADVERSE INTERESTS REGISTERED: 000

Registered
12.5.2016

DP1207919

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 10 sheet(s)

Office Use Only	Office Use Only
Registered:  12.5.2016 Title System: TORRENS Purpose: SUBDIVISION	<h1 style="margin: 0;">DP1207919</h1>

PLAN OF SUBDIVISION OF LOT 1 & 2 D.P.39303 LOT 40 D.P.39341 & LOT 102 D.P.1205832	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND
---	--

Crown Lands NSW/Western Lands Office Approval

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.

Signature:

Date:

File Number:

Office:

Survey Certificate

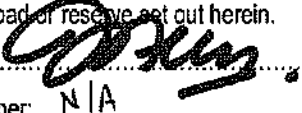
I, ANDREW RICHARD THOMAS.....
of CRAIG & RHODES PTY LTD.....
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(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 12 FEBRUARY 2016.....

~~*(b) The part of the land shown in the plan (*being/*excluding).....~~

Subdivision Certificate

I, Judith Portelli.....
*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: N/A.....

Consent Authority: BLACKTOWN CITY COUNCIL.....

Date of endorsement: 3 MAY 2016.....

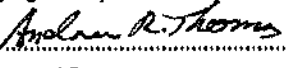
Subdivision Certificate number: SC-16-00077.....

File number: DA-14-02092.....

*Strike through inapplicable parts.

~~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.~~

*(c) The land shown in the plan was compiled in accordance with the ~~*Surveying and Spatial Information Regulation 2012*~~.

Signature:  Dated: 19/2/16.....

Surveyor ID: 247.....

Datum Line: 'A' - 'B'.....

Type: *Urban/*Rural.....

The Terrain is ~~*Level/Unculating/ *Steep/Mountainous~~

*Strike through if inapplicable.
*Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC:

1. MOWBRAY STREET (16 WIDE)
2. MAYFAIR STREET (16 WIDE)
3. WATERLOO STREET (16 WIDE)
4. BALFOUR STREET (16 WIDE)
5. MARWAN AVENUE (8 WIDE)
6. EUSTON STREET (16 WIDE)
7. SLOANE STREET (16 WIDE)
8. BAYSWATER AVENUE (8 WIDE)

AS PUBLIC ROAD

Plans used in the preparation of survey/compilation

- D.P. 39303
- D.P. 39341
- D.P. 236422
- D.P. 536381
- D.P. 1205832
- D.P. 1208526
- D.P. 1213918

If space is insufficient continue on PLAN FORM 6A


Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 1774

CAD REF: ZM1774 Halsheng IntCR_PLANS\1774G S05 [01] - K.S. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 10 sheet(s)

<p>Registered:  12.5.2016</p> <p>Office Use Only</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1207919</p>
<p>PLAN OF SUBDIVISION OF LOT 1 & 2 D.P.39303 LOT 40 D.P.39341 & LOT 102 D.P.1205832</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.
<p>Subdivision Certificate number:16-00077.....</p> <p>Date of Endorsement:3/5/16.....</p>	

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO

CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 1 WIDE
3. EASEMENT TO DRAIN WATER 6 WIDE
4. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 6 WIDE
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. EASEMENT TO DRAIN WATER (WHOLE LOT)
12. RESTRICTION ON USE OF LAND
13. POSITIVE COVENANT
14. RESTRICTION ON USE OF LAND
15. POSITIVE COVENANT
16. POSITIVE COVENANT
17. POSITIVE COVENANT
18. POSITIVE COVENANT
19. POSITIVE COVENANT
20. RESTRICTION ON USE OF LAND
21. RESTRICTION ON USE OF LAND
22. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 10 sheet(s)

Registered:



12.5.2016

Office Use Only

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PLAN OF
SUBDIVISION OF LOT 1 & 2 D.P.39303
LOT 40 D.P.39341 & LOT 102 D.P.1205832

DP1207919

- 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: 16-00077

Date of Endorsement: 3.15/16

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
STREET ADDRESSES NOT AVAILABLE FOR LOTS 1001 TO 1011				
1012	2	BAYSWATER	AVENUE	SCHOFIELDS
1013	4	BAYSWATER	AVENUE	SCHOFIELDS
1014	6	BAYSWATER	AVENUE	SCHOFIELDS
1015	27	MOWBRAY	STREET	SCHOFIELDS
1016	25	MOWBRAY	STREET	SCHOFIELDS
1017	23	MOWBRAY	STREET	SCHOFIELDS
1018	21	MOWBRAY	STREET	SCHOFIELDS
1019	19	MOWBRAY	STREET	SCHOFIELDS
1020	17	MOWBRAY	STREET	SCHOFIELDS
1021	15	MOWBRAY	STREET	SCHOFIELDS
1022	13	MOWBRAY	STREET	SCHOFIELDS
1023	11	MOWBRAY	STREET	SCHOFIELDS
1024	9	MOWBRAY	STREET	SCHOFIELDS
1025	2	MOWBRAY	STREET	SCHOFIELDS
1026	4	MOWBRAY	STREET	SCHOFIELDS
1027	6	MOWBRAY	STREET	SCHOFIELDS
1028	8	MOWBRAY	STREET	SCHOFIELDS
1029	2	EUSTON	STREET	SCHOFIELDS
1030	4	EUSTON	STREET	SCHOFIELDS
1031	6	EUSTON	STREET	SCHOFIELDS
1032	8	EUSTON	STREET	SCHOFIELDS
1033	10	EUSTON	STREET	SCHOFIELDS

CONTINUED ON SHEET 4

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 10 sheet(s)

Registered:



12.5.2016

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 1 & 2 D.P.39303
LOT 40 D.P.39341 & LOT 102 D.P.1205832

DP1207919

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: 16-00077Date of Endorsement: 3/5/16

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1034	7	MAYFAIR	STREET	SCHOFIELDS
1035	5	MAYFAIR	STREET	SCHOFIELDS
1036	3	MAYFAIR	STREET	SCHOFIELDS
1037	13	GORDON	ROAD	SCHOFIELDS
1038	11	GORDON	ROAD	SCHOFIELDS
1039	9	EUSTON	STREET	SCHOFIELDS
1040	7	EUSTON	STREET	SCHOFIELDS
1041	5	EUSTON	STREET	SCHOFIELDS
1042	3	EUSTON	STREET	SCHOFIELDS
1043	1	EUSTON	STREET	SCHOFIELDS
1044	16	MOWBRAY	STREET	SCHOFIELDS
1045	18	MOWBRAY	STREET	SCHOFIELDS
1046	20	MOWBRAY	STREET	SCHOFIELDS
1047	22	MOWBRAY	STREET	SCHOFIELDS
1048	24	MOWBRAY	STREET	SCHOFIELDS
1049	26	MOWBRAY	STREET	SCHOFIELDS
1050	21	MAYFAIR	STREET	SCHOFIELDS
1051	19	MAYFAIR	STREET	SCHOFIELDS
1052	17	MAYFAIR	STREET	SCHOFIELDS
1053	15	MAYFAIR	STREET	SCHOFIELDS
1054	13	MAYFAIR	STREET	SCHOFIELDS
1055	2	MAYFAIR	STREET	SCHOFIELDS
1056	4	MAYFAIR	STREET	SCHOFIELDS
1057	6	MAYFAIR	STREET	SCHOFIELDS


CONTINUED ON SHEET 5

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 10 sheet(s)

Registered:  12.5.2016

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DP1207919

PLAN OF
SUBDIVISION OF LOT 1 & 2 D.P.39303
LOT 40 D.P.39341 & LOT 102 D.P.1205832

- 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: 16-00077
Date of Endorsement: 3/5/16

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1058	8	MAYFAIR	STREET	SCHOFIELDS
1059	10	MAYFAIR	STREET	SCHOFIELDS
1060	12	MAYFAIR	STREET	SCHOFIELDS
1061	14	MAYFAIR	STREET	SCHOFIELDS
1062	16	MAYFAIR	STREET	SCHOFIELDS
1063	18	MAYFAIR	STREET	SCHOFIELDS
1064	20	MAYFAIR	STREET	SCHOFIELDS
1065	22	MAYFAIR	STREET	SCHOFIELDS
1066	24	MAYFAIR	STREET	SCHOFIELDS
1067	26	MAYFAIR	STREET	SCHOFIELDS
1068	28	MAYFAIR	STREET	SCHOFIELDS
1069	30	MAYFAIR	STREET	SCHOFIELDS
1070	32	MAYFAIR	STREET	SCHOFIELDS
1071	34	MAYFAIR	STREET	SCHOFIELDS
1072	36	MAYFAIR	STREET	SCHOFIELDS
1073	35	WATERLOO	STREET	SCHOFIELDS
1074	33	WATERLOO	STREET	SCHOFIELDS
1075	31	WATERLOO	STREET	SCHOFIELDS
1076	29	WATERLOO	STREET	SCHOFIELDS
1077	27	WATERLOO	STREET	SCHOFIELDS
1078	25	WATERLOO	STREET	SCHOFIELDS
1079	23	WATERLOO	STREET	SCHOFIELDS
1080	21	WATERLOO	STREET	SCHOFIELDS
1081	19	WATERLOO	STREET	SCHOFIELDS

CONTINUED ON SHEET 6

If space is insufficient use additional annexe sheet

Surveyor's Reference: 1774

CAD REF: Z:\1774 Haisheng In\CR_PLANS\1774G S05 [01] - K.S. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 10 sheet(s)

Registered:



12.5.2016

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DP1207919

PLAN OF
SUBDIVISION OF LOT 1 & 2 D.P.39303
LOT 40 D.P.39341 & LOT 102 D.P.1205832

- This sheet is for the provision of the following information as required:
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 - 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: 16-00077

Date of Endorsement: 3/5/16

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1082	17	WATERLOO	STREET	SCHOFIELDS
1083	15	WATERLOO	STREET	SCHOFIELDS
1084	13	WATERLOO	STREET	SCHOFIELDS
1085	11	WATERLOO	STREET	SCHOFIELDS
1086	9	WATERLOO	STREET	SCHOFIELDS
1087	7	WATERLOO	STREET	SCHOFIELDS
1088	5	WATERLOO	STREET	SCHOFIELDS
1089	3	WATERLOO	STREET	SCHOFIELDS
1090	1	WATERLOO	STREET	SCHOFIELDS
1091	2	WATERLOO	STREET	SCHOFIELDS
1092	4	WATERLOO	STREET	SCHOFIELDS
1093	6	WATERLOO	STREET	SCHOFIELDS
1094	8	WATERLOO	STREET	SCHOFIELDS
1095	10	WATERLOO	STREET	SCHOFIELDS
1096	12	WATERLOO	STREET	SCHOFIELDS
1097	14	WATERLOO	STREET	SCHOFIELDS
1098	16	WATERLOO	STREET	SCHOFIELDS
1099	18	WATERLOO	STREET	SCHOFIELDS
1100	20	WATERLOO	STREET	SCHOFIELDS
1101	22	WATERLOO	STREET	SCHOFIELDS
1102	24	WATERLOO	STREET	SCHOFIELDS
1103	26	WATERLOO	STREET	SCHOFIELDS
1104	28	WATERLOO	STREET	SCHOFIELDS
1105	30	WATERLOO	STREET	SCHOFIELDS

CONTINUED ON SHEET 7

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

CAD REF: Z:\1774-Hai sheng Int\CR_PLANS\1774G 505 (01) - K.S. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 10 sheet(s)

Registered:

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Office Use Only



12.5.2016

DP1207919

PLAN OF
SUBDIVISION OF LOT 1 & 2 D.P.39303
LOT 40 D.P.39341 & LOT 102 D.P.1205832

- 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: 16-00077

Date of Endorsement: 3/5/16

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1106	32	WATERLOO	STREET	SCHOFIELDS
1107	34	WATERLOO	STREET	SCHOFIELDS
1108	36	WATERLOO	STREET	SCHOFIELDS
1109	18	BAYSWATER	AVENUE	SCHOFIELDS
1110	20	BAYSWATER	AVENUE	SCHOFIELDS
1111	35	BALFOUR	STREET	SCHOFIELDS
1112	33	BALFOUR	STREET	SCHOFIELDS
1113	31	BALFOUR	STREET	SCHOFIELDS
1114	29	BALFOUR	STREET	SCHOFIELDS
1115	27	BALFOUR	STREET	SCHOFIELDS
1116	25	BALFOUR	STREET	SCHOFIELDS
1117	23	BALFOUR	STREET	SCHOFIELDS
1118	21	BALFOUR	STREET	SCHOFIELDS
1119	19	BALFOUR	STREET	SCHOFIELDS
1120	17	BALFOUR	STREET	SCHOFIELDS
1121	15	BALFOUR	STREET	SCHOFIELDS
1122	13	BALFOUR	STREET	SCHOFIELDS
1123	11	BALFOUR	STREET	SCHOFIELDS
1124	9	BALFOUR	STREET	SCHOFIELDS
1125	7	BALFOUR	STREET	SCHOFIELDS
1126	5	BALFOUR	STREET	SCHOFIELDS
1127	3	BALFOUR	STREET	SCHOFIELDS
1128	1	BALFOUR	STREET	SCHOFIELDS
1129	2	BALFOUR	STREET	SCHOFIELDS


CONTINUED ON SHEET 8

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 10 sheet(s)

Registered:  12.5.2016

Office Use Only

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DP1207919

PLAN OF
SUBDIVISION OF LOT 1 & 2 D.P.39303
LOT 40 D.P.39341 & LOT 102 D.P.1205832

- 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: 16-00077

Date of Endorsement: 3/5/16

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1130	6	BALFOUR	STREET	SCHOFIELDS
1131	8	BALFOUR	STREET	SCHOFIELDS
1132	10	BALFOUR	STREET	SCHOFIELDS
1133	12	BALFOUR	STREET	SCHOFIELDS
1134	14	BALFOUR	STREET	SCHOFIELDS
1135	2	SLOANE	STREET	SCHOFIELDS
1136	4	SLOANE	STREET	SCHOFIELDS
1137	6	SLOANE	STREET	SCHOFIELDS
1138	8	SLOANE	STREET	SCHOFIELDS
1139	10	SLOANE	STREET	SCHOFIELDS
1140	16	MARWAN	AVENUE	SCHOFIELDS
1141	18	MARWAN	AVENUE	SCHOFIELDS
1142	20	MARWAN	AVENUE	SCHOFIELDS
1143	22	MARWAN	AVENUE	SCHOFIELDS
1144	24	MARWAN	AVENUE	SCHOFIELDS
1145	26	MARWAN	AVENUE	SCHOFIELDS
1146	28	MARWAN	AVENUE	SCHOFIELDS
1147	9	SLOANE	STREET	SCHOFIELDS
1148	7	SLOANE	STREET	SCHOFIELDS
1149	5	SLOANE	STREET	SCHOFIELDS
1150	3	SLOANE	STREET	SCHOFIELDS
1151	1	SLOANE	STREET	SCHOFIELDS
1152	20	BALFOUR	STREET	SCHOFIELDS
1153	22	BALFOUR	STREET	SCHOFIELDS


CONTINUED ON SHEET 9

If space is insufficient use additional annexure sheet

Surveyor's Reference: **1774**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 10 sheet(s)

Registered:  12.5.2016

Office Use Only

Office Use Only

DP1207919

PLAN OF
SUBDIVISION OF LOT 1 & 2 D.P.39303
LOT 40 D.P.39341 & LOT 102 D.P.1205832

- 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:16-00077.....
Date of Endorsement:3/5/16.....

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1154	24	BALFOUR	STREET	SCHOFIELDS
1155	26	BALFOUR	STREET	SCHOFIELDS
1156	22	BAYSWATER	AVENUE	SCHOFIELDS
1157	24	BAYSWATER	AVENUE	SCHOFIELDS
1158	26	BAYSWATER	AVENUE	SCHOFIELDS
1159	28	BAYSWATER	AVENUE	SCHOFIELDS
1160	4	MARWAN	AVENUE	SCHOFIELDS
1161	6	MARWAN	AVENUE	SCHOFIELDS
1162	8	MARWAN	AVENUE	SCHOFIELDS
1163	10	MARWAN	AVENUE	SCHOFIELDS

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

CAD REF: Z:\1774 Hatsheng In\NCR_PLANS\1774G S05 (01) - R.S. - A.T.


PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 10 of 10 sheet(s)

Registered:  12.5.2016
Office Use Only

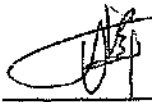
PLAN OF
SUBDIVISION OF LOT 1 & 2 D.P.39303
LOT 40 D.P.39341 & LOT 102 D.P.1205832

Subdivision Certificate number:16-00077.....
Date of Endorsement:3/5/16.....

DP1207919
Office Use Only

- 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.

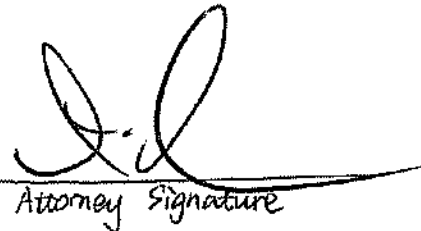
SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:



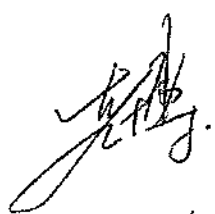
Witness Signature
CAROLINE SHEN
ANALYST
NAB Corporate Property NSW

Print Name

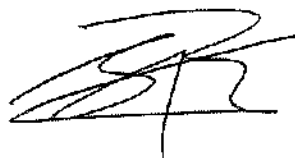
255 George Street, Sydney
Address



ADAM PEARCE
Print Name of Attorney



BO GONG
DIRECTOR
3377 HOLDINGS Pty Ltd
ACN 169 260 628



CHENGJIA PAN
DIRECTOR
3377 HOLDINGS Pty Ltd
ACN 169 260 628

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

ePlan

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

Lengths are in Metres

Sheet 1 of 23 Sheets

Plan:

DP1207919


Plan of Subdivision of Lots 1 & 2
 D.P. 39303, Lot 40 D.P. 39341 &
 Lot 102 D.P. 1205832 covered by
 Council's Subdivision Certificate No. 16-00077

<u>Full Name and address of Proprietor of land:</u>	3377 HOLDINGS PTY LTD ACN 169 260 628 LEVEL 15 1 O'CONNELL STREET SYDNEY NSW 2000
---	---

Part 1 (Creation)

	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 to Drain Water 1.5 Wide	1002 1003 1004 1005 1020 1034 1035 1037 1050 1051 1052 1053	1001 1001, 1002 1001, 1002, 1003 1001, 1002, 1003, 1004 1001, 1002, 1003, 1004, 1005 1035, 1036 1036 1038 1051, 1052, 1053, 1054 1052, 1053, 1054 1053, 1054 1054

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 General Manager / Authorised Officer

Lengths are in Metres

Sheet 2 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
 D.P. 39303, Lot 40 D.P. 39341 &
 Lot 102 D.P. 1205832 covered by
 Council's Subdivision Certificate No. 16-00077

Part 1 (cont)

	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 to Drain Water 1.5 Wide	1055 1056 1057 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1085 1086 1087	1056, 1057, 1084, 1085, 1086, 1087 1057, 1084, 1085, 1086, 1087 1084, 1085, 1086, 1087 1074 to 1083 inclusive 1075 to 1083 inclusive 1076 to 1083 inclusive 1077 to 1083 inclusive 1078 to 1083 inclusive 1079 to 1083 inclusive 1080 to 1083 inclusive 1081, 1082, 1083 1082, 1083 1083 1084 1084, 1085 1084, 1085, 1086

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 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
 D.P. 39303, Lot 40 D.P. 39341 &
 Lot 102 D.P. 1205832 covered by
 Council's Subdivision Certificate No. 16-00077

Part 1 (cont)

	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 to Drain Water 1.5 Wide	1091	1092, 1093, 1094, 1095, 1096, 1097, 1098
		1092	1093, 1094, 1095, 1096, 1097, 1098
		1093	1094, 1095, 1096, 1097, 1098
		1094	1095, 1096, 1097, 1098
		1095	1096, 1097, 1098
		1096	1097, 1098
		1097	1098
		1100	1099
		1101	1099, 1100
		1102	1099, 1100, 1101
		1103	1099, 1100, 1101, 1102
		1104	1099, 1100, 1101, 1102, 1103
		1105	1099, 1100, 1101, 1102, 1103, 1104
1106	1099, 1100, 1101, 1102, 1103, 1104, 1105		

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 General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2

D.P. 39303, Lot 40 D.P. 39341 &

Lot 102 D.P. 1205832 covered by

Council's Subdivision Certificate No. 16-00077

Part 1 (cont)

	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 to Drain Water 1.5 Wide	1107 1109 1110 1130 1131 1132 1133 1145, 1146 1153 1154 1155 1158, 1159	1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1109 1131, 1132, 1133, 1134 1132, 1133, 1134 1133, 1134 1134 1130, 1131, 1132, 1133, 1134 1152 1152, 1153 1152, 1153, 1154 1152, 1153, 1154, 1155
2.	Easement to Drain Water 1 Wide	1020	1001, 1002, 1003, 1004, 1005

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Lengths are in Metres

Sheet 5 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
 D.P. 39303, Lot 40 D.P. 39341 &
 Lot 102 D.P. 1205832 covered by
 Council's Subdivision Certificate No. 16-00071

Part 1 (cont)

	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:-
3.	Easement to Drain Water 6 Wide	1029, 1030, 1031 1040 1041 1042 1043 1136 1137 1138 1139 1147 1148 1149 1150	1034, 1035, 1036 1039 1039, 1040 1039, 1040, 1041 1039, 1040, 1041, 1042 1135 1135, 1136 1135, 1136, 1137 1135, 1136, 1137, 1138 1148, 1149, 1150, 1151 1149, 1150, 1151 1150, 1151 1151
4.	Right of Carriage Way & Easement for Services 6 Wide	1029 1030 1031 1032 1033 1039 1040	1030, 1031, 1032, 1033 1029, 1031, 1032, 1033 1029, 1030, 1032, 1033 1029, 1030, 1031, 1033 1029, 1030, 1031, 1032 1040, 1041, 1042, 1043 1039, 1041, 1042, 1043

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 General Manager / Authorised Officer

Lengths are in Metres

Sheet 6 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
 D.P. 39303, Lot 40 D.P. 39341 &
 Lot 102 D.P. 1205832 covered by
 Council's Subdivision Certificate No. 16-00077

Part 1 (cont)

	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.	Right of Carriage Way & Easement for Services 6 Wide	1041 1042 1043 1135 1136 1137 1138 1139 1147 1148 1149 1150 1151	1039, 1040, 1042, 1043 1039, 1040, 1041, 1043 1039, 1040, 1041, 1042 1136, 1337, 1338, 1139 1135, 1137, 1138, 1139 1135, 1136, 1338, 1139 1135, 1136, 1137, 1139 1135, 1136, 1137, 1138 1148, 1149, 1150, 1151 1147, 1149, 1150, 1151 1147, 1148, 1150, 1151 1147, 1148, 1149, 1151 1147, 1148, 1149, 1150
5.	Easement for Padmount Substation 2.75 Wide	1049, 1128, 1155	Endeavour Energy
6.	Restriction on Use of Land	Part 1049, Part 1050, Part 1091, Part 1128, Part 1155, Part 1156	Endeavour Energy

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 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 7 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2

D.P. 39303, Lot 40 D.P. 39341 &

Lot 102 D.P. 1205832 covered by

Council's Subdivision Certificate No. 16-00077

Part 1 (cont)

	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:-
7.	Restriction on Use of Land	Part 1049, Part 1050, Part 1091, Part 1128, Part 1155, Part 1156	Endeavour Energy
8.	Restriction on Use of Land	1001 to 1010 inclusive, 1015 to 1048 inclusive, 1054 to 1063 inclusive, 1070 to 1074 inclusive, 1086 to 1092 inclusive, 1130, 1131, 1138, 1139, 1144	Blacktown City Council
9.	Restriction on Use of Land	Each Lot 1001 to 1163 inclusive	Blacktown City Council
10.	Restriction on Use of Land	1001 to 1163 inclusive	Blacktown City Council
11.	Easement to Drain Water (Whole Lot)	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council
12.	Restriction on Use of Land	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council
13.	Positive Covenant	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council

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 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 8 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
 D.P. 39303, Lot 40 D.P. 39341 &
 Lot 102 D.P. 1205832 covered by
 Council's Subdivision Certificate No. 16-00077

Part 1 (cont)

	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:-
14.	Restriction on Use of Land	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council
15.	Positive Covenant	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council
16.	Positive Covenant	1029, 1030, 1031, 1032, 1033	Blacktown City Council
17.	Positive Covenant	1039, 1040, 1041, 1042, 1043	Blacktown City Council
18.	Positive Covenant	1135, 1136, 1137, 1138, 1139	Blacktown City Council
19.	Positive Covenant	1147, 1148, 1149, 1150, 1151	Blacktown City Council
20.	Restriction on Use of Land	1001 to 1010 inclusive, 1013 to 1023 inclusive, 1026, 1027, 1028, 1044 to 1048 inclusive, 1051 to 1057 inclusive, 1059 to 1071 inclusive,	Blacktown City Council

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 -General Manager- / Authorised Officer

Lengths are in Metres

Sheet 9 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
 D.P. 39303, Lot 40 D.P. 39341 &
 Lot 102 D.P. 1205832 covered by
 Council's Subdivision Certificate No. 16-00077

Part 1 (cont)

	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:-
20.	Restriction on Use of Land	1074 to 1090 inclusive, 1092 to 1107 inclusive, 1111 to 1128 inclusive, 1130 to 1134 inclusive, 1140 to 1145 inclusive,	Blacktown City Council
21.	Restriction on Use of Land	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council
22.	Easement for Access & Maintenance 0.9 Wide	1029 1030 1031 1032 1040 1041 1042 1043 1136 1137	1030 1031 1032 1033 1039 1040 1041 1042 1135 1136

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 -General Manager- / Authorised Officer

Lengths are in Metres

ePlan
Sheet 10 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-0007

Part 1 (cont)

	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:-
22.	Easement for Access & Maintenance 0.9 Wide	1138 1139 1147 1148 1149 1150 1151	1137 1138 1148 1149 1150 1151

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-General Manager / Authorised Officer

Lengths are in Metres

Sheet 11 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2

D.P. 39303, Lot 40 D.P. 39341 &

Lot 102 D.P. 1205832 covered by

Council's Subdivision Certificate No. 16-00077

Part 2

Name of Authority empowered to release vary or modify easements numbered 1, 2, 3 & 11 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

A Right of Carriageway as set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 as amended together with an Easement for Services as set out in Part 11 of Schedule 8 of the Conveyancing Act 1919 as amended.

Name of Authority empowered to release vary or modify the terms of the easement numbered 4 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:
the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.
and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

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.....
-General-Manager-/ Authorised Officer

Lengths are in Metres

Sheet 12 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2

D.P. 39303, Lot 40 D.P. 39341 &

Lot 102 D.P. 1205832 covered by

Council's Subdivision Certificate No. 16-00077

Part 2 (cont)

3. Definitions

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

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

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

4. Lessee of Endeavour Energy's Distribution System.

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

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan

2. Definitions

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

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.....
-General Manager/ Authorised Officer

Lengths are in Metres

Sheet 13 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-00071

Part 2 (cont)

- 3. Lessee of Endeavour Energy's Distribution System.
 - 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution from Endeavour Energy.
 - 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Name of Authority empowered to release vary or modify the terms of the easement and restrictions numbered 5, 6 and 7 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No vehicular access to the lot hereby burdened shall be constructed unless it achieves, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 9 in the plan is Blacktown City Council.

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.....
-General Manager-/ Authorised Officer



Lengths are in Metres

Sheet 14 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-00071

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A2 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

Name of Authority empowered to release vary or modify restriction numbered 10 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the device') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the device.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction, 'the device' means the Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as required by Development Consent No 14-2092 and as detailed on the plans approved by Stephen Grant Johnson as Construction Certificate No. 13518 on 1 September 2015 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-15-01363.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify restriction numbered 12 in the plan is Blacktown City Council.

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.....
-General Manager/ Authorised Officer

Lengths are in Metres

Sheet 15 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-00077

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
 - (a) Keep the system clean and free from silt, rubbish and debris
 - (b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File CC-15-01363. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing 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 work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
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 in 1(e) above.

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.....

 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 16 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-00077

Part 2 (cont)

(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 in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable 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.
3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 14-2092 and as detailed on the plans approved by Stephen Grant Johnson as approved Construction Certificate No. 13518 on 1 September 2015 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File CC-15-01363.

Blacktown Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify positive covenant numbered 13 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL



.....
-General Manager / Authorised Officer

Lengths are in Metres

Sheet 17 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-00077

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the device') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the device.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction, 'the device' means the Temporary Stormwater Quality Improvement Device to be constructed and/or installed on the land as required by Development Consent No 14-2092 and as detailed on the plans approved by Stephen Grant Johnson as Construction Certificate No. 13518 on 1 September 2015 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-15-01363.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify restriction numbered 14 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
-General-Manager-/ Authorised Officer

Lengths are in Metres

Sheet 18 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-00077

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
 - (a) Keep the device clean and free from silt, rubbish and debris
 - (b) Maintain and repair the device, at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File DA 14-2092. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice
(but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing 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 work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
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 in 1(e) above.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
-General Manager / Authorised Officer

Lengths are in Metres

Sheet 19 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-00077

Part 2 (cont)

(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 in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable 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.

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

For the purpose of this restriction, 'the device' means the Future Temporary Stormwater Quality Improvement Device to be constructed and/or installed on the land as required by Development Consent No. 14-2092 and as detailed on the plans approved by Stephen Grant Johnson as approved Construction Certificate No. 13518 on 1 September 2015 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-15-01363.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify positive covenant numbered 15 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL



.....
-General Manager-/ Authorised Officer

Lengths are in Metres

Sheet 20 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-00077

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 16, 17, 18 & 19 in the plan.

The proprietor of the lot hereby burdened will in respect of the Right of Carriageway within the burdened lot secondly referred to in the abovementioned plan:

- (a) maintain the driveway surface and any associated drainage system in reasonable working condition and
- (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition and
- (c) share the cost of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.
- (d) the owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited
- (e) the owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Right of Carriageway and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority empowered to release vary or modify positive covenant numbered 16, 17, 18 & 19 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 20 in the plan.

The wall of any dwelling erected on the lot hereby burdened, is not to be located within 900mm of the side boundary unless there is a registered maintenance easement on the adjoining property, extending the length of the wall

Name of Authority empowered to release vary or modify restriction numbered 20 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 21 of 23 Sheets

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-00077

Terms of easement, profit à prendre, restriction or positive covenant numbered 21 in the plan.

No further development of the burdened lots without development consent. Such consent will not be issued until the temporary drainage basins are no longer required and permanent downstream regional drainage basins has been constructed.

Name of Authority empowered to release vary or modify restriction numbered 21 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 22 in the plan.

The proprietor of the lot benefited and persons authorised by him may:

- (a) enter upon the burdened lot but only within the site of this easement.
- (b) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement.
- (c) remain on the site of this easement for any reasonable time for the said purposes.

In exercising those powers the proprietor of the lot benefited must:

- (a) ensure that all work is done properly and carried out as quickly as practicable; and
- (b) cause as little inconvenience to the proprietor or occupier of the burdened lot; and
- (c) cause as little damage as possible to the burdened lot and any improvement on it and
- (d) restore as nearly as is practicable the burdened lot to its former condition; and
- (e) make good any collateral damage; and

The proprietor of the burdened lot shall not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling or garage that has been granted development approval by Blacktown City Council, and

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority empowered to release vary or modify the terms of the easement numbered 22 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 22 of 23 Sheets


Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16-00077

Part 2 (cont)

EXECUTED by)
3377 Holdings Pty Ltd)
(ACN 169 260 628))
in accordance with section 127 of the)
Corporations Act:)



.....
Signature of Director

BO GONG
.....
Name of Director



.....
Signature of Director/Secretary

CHENG JIA PAN
.....
Name of Director/Secretary

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its Attorney
who holds the position of Level 2 Attorney
under Power of Attorney Registered No 39
Book 4512 in the presence of:


.....
Witness Signature

CAROLINE SHEN
ANALYST
NAB Corporate Property NSW
.....
Print Name
155 George Street Sydney
.....
Address


.....
Attorney Signature

Adam Pearce
.....
Print Name of Attorney

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Plan:

DP1207919

Plan of Subdivision of Lots 1 & 2
D.P. 39303, Lot 40 D.P. 39341 &
Lot 102 D.P. 1205832 covered by
Council's Subdivision Certificate No. 16 00077

Part 2 (cont)

Signed on behalf of)
Endeavour Energy)
ABN 59 253 130 878)
by its Attorney pursuant to)
Power of Attorney Book 4693 No. 329)
in the presence of:)

Raymond Swinmonds
.....
Signature of WITNESS

Raymond Swinmonds
.....
Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Helen Smith
.....
Signature of Attorney

Helen Smith
.....
Name of Attorney

Manager Property & Fleet
.....
Position

Date of Execution: *21 MARCH 2016*

Reference: *URS16198*



APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

Conveyance

AD VALOREM
DUTY PAID
£1875.00
NSW STAMP
DUTIES

NSW Stamp duties 24/8/60 NSW Stamp Duty 7/6
Number 295 Book ~~293~~ 2537 ad Valorem duty of £15.0.0 paid

£2
24 AUG 1960

THIS DEED made the 17th day of August One thousand nine hundred and sixty BETWEEN TA-LAND ENTERPRISES PTY. LIMITED a Company duly incorporated whose registered office is situated at 15 Westbrook Avenue, Wahroonga (hereinafter called Vendor) of the first part COMMERCE & COMMISSION LIMITED a Company duly incorporated whose registered office is situated at 62 Margaret Street, Sydney of the second part and DMYTRO STASIUK of Lot 3 Boundary Road, Schofields in the State of New South Wales, Tramway Conductor (hereinafter called Purchaser) of the third part WHEREAS by Deed of Mortgage bearing date the Nineteenth day of November One thousand nine hundred and fifty eight made between Ta-Land Enterprises Pty. Limited of the one part and Commerce & Commission Limited of the other part Registered No. 157 Book 2466 (inter alia) the land and hereditaments hereinafter described were conveyed to the said Commerce & Commission Limited in fee simple by way of mortgage to secure the principal sum therein mentioned and interest AND WHEREAS by a Deed of Variation made the twenty-fifth day of February One thousand nine hundred and fifty nine made between Ta-Land Enterprises Pty. Limited of the one part and Commerce & Commission Limited of the other part Registered No. 211 Book 2475 the principal sum secured by the said recited mortgage was increased and the term of the said mortgage was extended AND WHEREAS the said Ta-Land Enterprises Pty. Limited has agreed to sell the lands and hereditaments hereinafter described to the said Dmytro Stasiuk at the price or sum of One Thousand Four Hundred and Fifty Pounds (£1450.0.0) AND WHEREAS it has been agreed that of the said purchase money Eleven hundred & fifty pounds 7/3 shall be paid to the said Commerce & Commission Limited in part discharge of the said mortgage debt and the said Commerce & Commission Limited has agreed to join in these presents in the manner hereinafter expressed NOW THIS DEED WITNESSETH that in consideration of the sum of Eleven hundred & fifty pounds 7/3 paid to the said Commerce & Commission Limited by the said purchaser DMYTRO STASIUK at the direction of the said Ta-Land Enterprises Pty. Limited and of the sum of Two hundred & ninety nine pounds 2/6 the said Ta-Land Enterprises Pty. Limited (the receipt of which respective sums is hereby respectively acknowledged) the said Commerce & Commission Limited as Mortgagee by direction of the said Ta-Land Enterprises Pty. Limited as beneficial owner doth hereby convey AND the said Ta-Land Enterprises Pty. Limited as beneficial owner doth hereby convey and confirm unto the said purchaser the said DMYTRO STASIUK ALL THAT piece or parcel of land situated at Schofields in the Shire of Blacktown, Parish of Gidley, County of Cumberland and State of New South Wales being part of Portion 8 of the said Parish and being Lot 3 as shown in Registered Plan No. 2303 excepting thereout the Vendor's estate and interest in all minerals lying within the said land TO HOLD unto the said purchaser in fee simple freed and discharged from all principal moneys and interest secured by and all claims and demands under the said recited Mortgage

I R 3
bH

D Stasiuk

AND the said Commerce & Commission Limited and Ta-Land Enterprises Pty. Limited so as to be liable under this covenant so long only as it respectively retains the documents hereby covenanted to be produced in its respective custody and for the purpose of binding also as far as it respectively can all other persons into whose custody the said documents may come but no further or otherwise HEREBY respectively COVENANTS to produce or cause to be produced the documents set out in the first Schedule hereto AND the said purchaser for himself and his executors administrators and assigns covenant with Ta-Land Enterprises Pty. Limited its successors and assigns:

- (a) That no fence shall be erected on the said land to divide it from the Vendor's adjoining lots Numbers 2 without the consent of the Vendor but such consent shall be erected without expense to the Vendor and in favour of any person dealing with the Purchaser such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) That the Purchasers shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Vendor but upon conveyance of such adjoining land the said covenant (a) shall become absolutely void.

The burden of the foregoing covenants shall be upon the land hereby conveyed. The said covenant may be released modified or varied by the owner for the time being of the land to which the said covenant in appurtenant.

IN WITNESS whereof the parties hereto have affixed its Common Seal and set their hands the day and year first hereinbefore written.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

Date of Instrument	Instrument	Parties	Date	Registration No. Book
1. 1.11.1822	Crown Grant	Joseph Briggs	2.11.1822	Page 66 No. 10
2. 12.10.1824	Indenture of Release	Joseph Briggs, Esther Briggs, & Joseph Pye	----	----
3. 21.3.1877	Conveyance	Robert Dick, David Pye & George Startin & Mary Elizabeth Startin & James Adam Dick	13.4.1877	No. 28 Bk.168
4. 10.2.1881	Conveyance	Charles Federick Richard Muller & David Pye	11.2.1881	No.210 Bk. 214
5. 23.2.1882	Conveyance	James Adam Dick & David Dick Pye	24.2.1882	No.172 Bk.240

Date of Instrument	Instrument	Parties	Date	Registration No. Book.
6. 7.5.1888	Conveyance	David Dick Pye & David Pye	1.6.1888	No.745 Bk.389
7. 10.5.1898	Conveyance	Frank David Muller & Richard Rouse Terry	10.5.1898	No.856 Bk.619
8. 8.9.1898	Conveyance	James Dunsmore, David Dick Pye and James John Pye	12.9.1898	No.238 Bk.627
9. 14.2.1904	Decree No.1154 of Supreme Court of New South Wales in Equity	Jane Emma Terry, Frank David Muller & James John Pye	Passed and entered 11.4.1904	
10. 18.4.1904	Conveyance	Jane Emma Terry, Frank David Muller & James John Pye	20.4.1904	No.168 Bk.757
11. 25.11.1947	Statutory Declaration	David Sydney Pye		
12. 29.11.1947	Conveyance	David Sydney Pye & Francis James Pye & Alfred James Gilles Swane & Amydyne Sarah Swane	18.7.1951	No.548 Bk.2178
13. 7.4.1952	Statutory Declaration	David Sydney Pye		
14. 7.4.1952	Statutory Declaration	David Sydney Pye		
15. 4.8.1952	Conveyance	Alfred James Gilles Swane, Sarah Amydyne Swane & Kenneth John Swane	18.9.1952	No.790 Bk.2225
16. 4.8.1952	Mortgage	Kenneth John Swane & Alfred James Giles Swane & Amydyne Sarah Swane	18.9.1952	No.791 Bk.2225
17. 8.9.1955	Statutory Discharge	Endorsed on abovementioned mortgage dated 4.8.1952	20.9.1955	No.967 Bk.2345
18. 2.4.1954	Mortgage	Kenneth John Swane & Rural Bank of New South Wales	7.9.1954	No.422 Bk.2284
19. 7.9.1955	Statutory Discharge	Endorsed on the above- mentioned	13.9.1955	No.177 Bk.2345

Date of Instrument	Instrument	Parties	Date	Registration
		mortgage dated 2.4.1954		
20. 8.9.1955	Conveyance	Kenneth John Swane & Allen Maitland Bailey	20.9.1955	No. 20 Bk.2346
21. 8.9.1955	Mortgage	Allen Maitland Bailey & Kenneth John Swane	19.11.1955	No. 872 Bk.2351
22. 30.9.1955	Transfer of Mortgage	Kenneth John Swane & Property Mortgages Limited	17.11.1955	No. 873 Bk.2351
23. 17.9.1956	Mortgage	Kenneth John Swane and Rothsay (Aust) Pty. Limited	27.9.1956	No. 265 Bk.2383
24. 5.6.1957	Statutory Discharge	Endorsed on the above-mentioned Mortgage dated 17.9.56	12.6.1957	No. 919 Bk.2407
25. 1.11.1956	Variation of Mortgage	Property Mortgages Limited, Allen Maitland Bailey, Kenneth John Swane & Rothsay (Aust) Pty. Limited	13.2.1957	No. 100 Bk.2396
26. 25.2.1958	Statutory Discharge	Endorsed on above-mentioned Mortgage dated 8.9.1955	3.3.1958	No. 840 Bk.2435
27. 8.9.1955	Mortgage	Allen Maitland Bailey and Alfred James Giles Swane and Amydyne Sarah Swane	5.10.1955	No. 507 Bk.2347
28. 27.3.1957	Statutory Discharge	Endorsed on abovementioned Mortgage dated 8.9.1955	3.5.1957	No. 713 Bk.2403
29. 14.1.1958	Mortgage	Allen Maitland Bailey & Commonwealth Trading Bank of Australia	23.1.1958	No. 860 Bk.2431
30. 19.2.1958	Statutory Discharge	Endorsed on above-mentioned Mortgage dated 14.1.1958	3.3.1958	No. 841 Bk.2435
31. 25.2.1958	Mortgage	Allen Maitland Bailey & Irvine Robert Lauri Kennedy & Dorothy Evelyn Kennedy	3.3.1958	No. 842 Bk.2435
32. 19.11.1958	Statutory Discharge	Endorsed on the abovementioned mortgage dated 25.2.1958	3.12.1958	No. 155 Bk.2466
33. 19.11.1958	Conveyance	Allen Maitland Bailey & Ta-Land Enterprises Pty. Ltd.	3.12.1958	No. 156 Bk.2466
34. 19.11.1958	Mortgage	Ta-Land Enterprises Pty. Limited & Commerce & Commission Ltd.	3.12.1958	No. 157 Bk.2466

THE COMMON SEAL of TA-LAND
ENTERPRISES PTY. LIMITED

was hereto affixed by Order
of the Directors in the
presence of:

Secretary JOHN H TAYLER

TA-LAND ENTERPRISES

Common Seal

Director JOHN TAYLER

THE COMMON SEAL of COMMERCE
& COMMISSION PTY. LIMITED

was hereto affixed by Order
of the Directors in the
presence of:

R. L. Grouse

Commerce & Commission Limited

Common Seal

J.C. BERG

SIGNED SEALED AND DELIVERED

by the said DMYTRO STASIUK
in the presence of:

D. Stasiuk

W.S. Davies,
Solicitor,
Parramatta.

PETER JAMES GRANGER of Parramatta, Clerk to W.S. Kay, Davies & Champion of 16 George Street, Parramatta, Solicitors, being duly sworn, maketh oath and saith:-

The writing contained above and on the ~~2~~⁴ preceding pages have been compared by me with the original Conveyance, and is a true copy thereof.

Granger

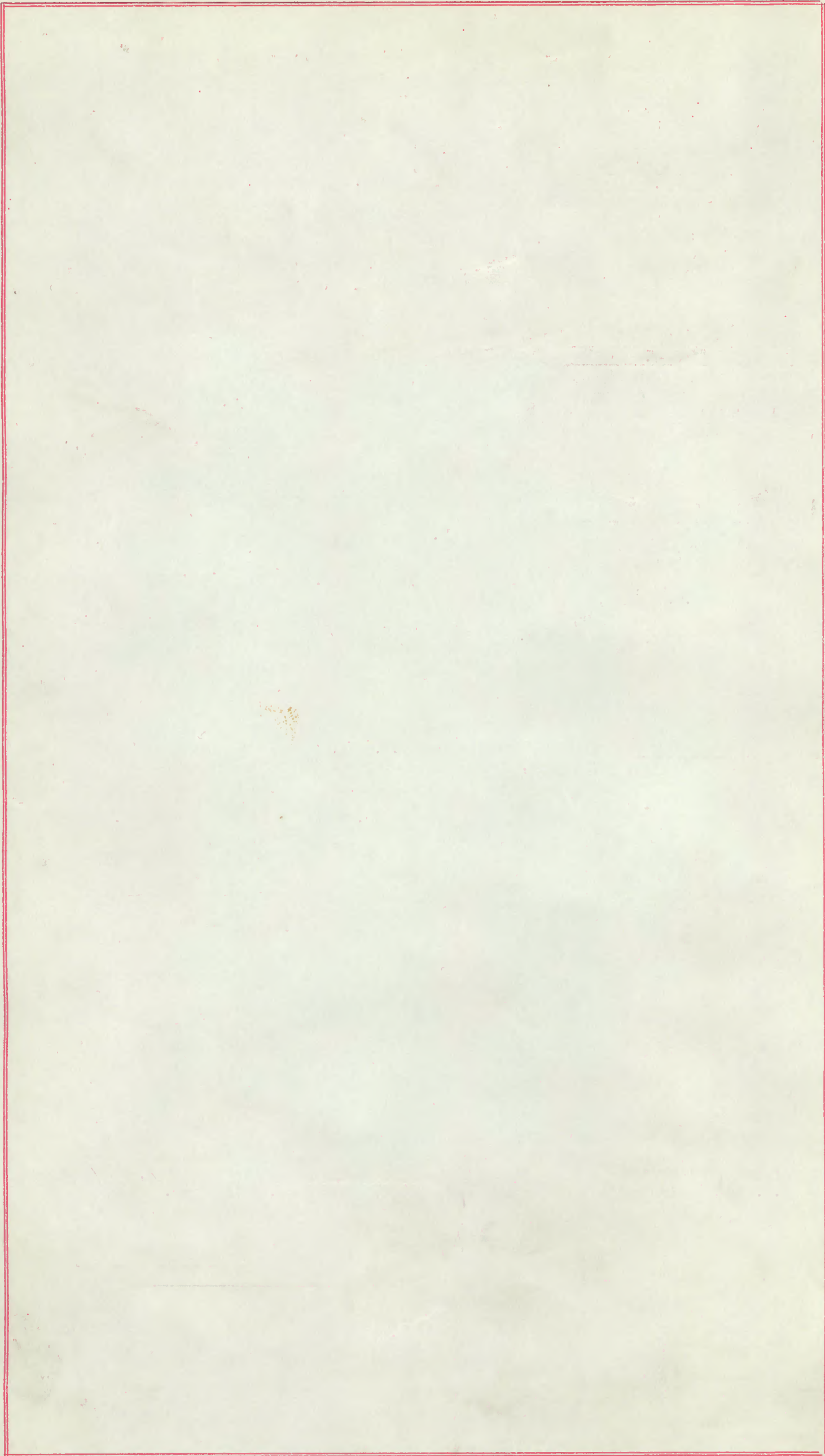
SWORN at Sydney this *24th*
hundred and sixty, before me:-

day of *August* One thousand nine

J. Astor
DEPUTY REGISTRAR *General*

RECEIVED into the Registration of Deeds Office at Sydney, the *24th* day of *August* One thousand nine hundred and sixty at *22* minutes past *12* o'clock in the *after* noon from PETER JAMES GRANGER of Parramatta, Clerk to W.S. Kay, Davies & Champion of 16 George Street, Parramatta, Solicitors.

J. Astor
DEPUTY REGISTRAR *General*



C - ROAD WIDENING (119.9 ft)

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 61(1))

SCHEDULE OF PERMANENT MARKS

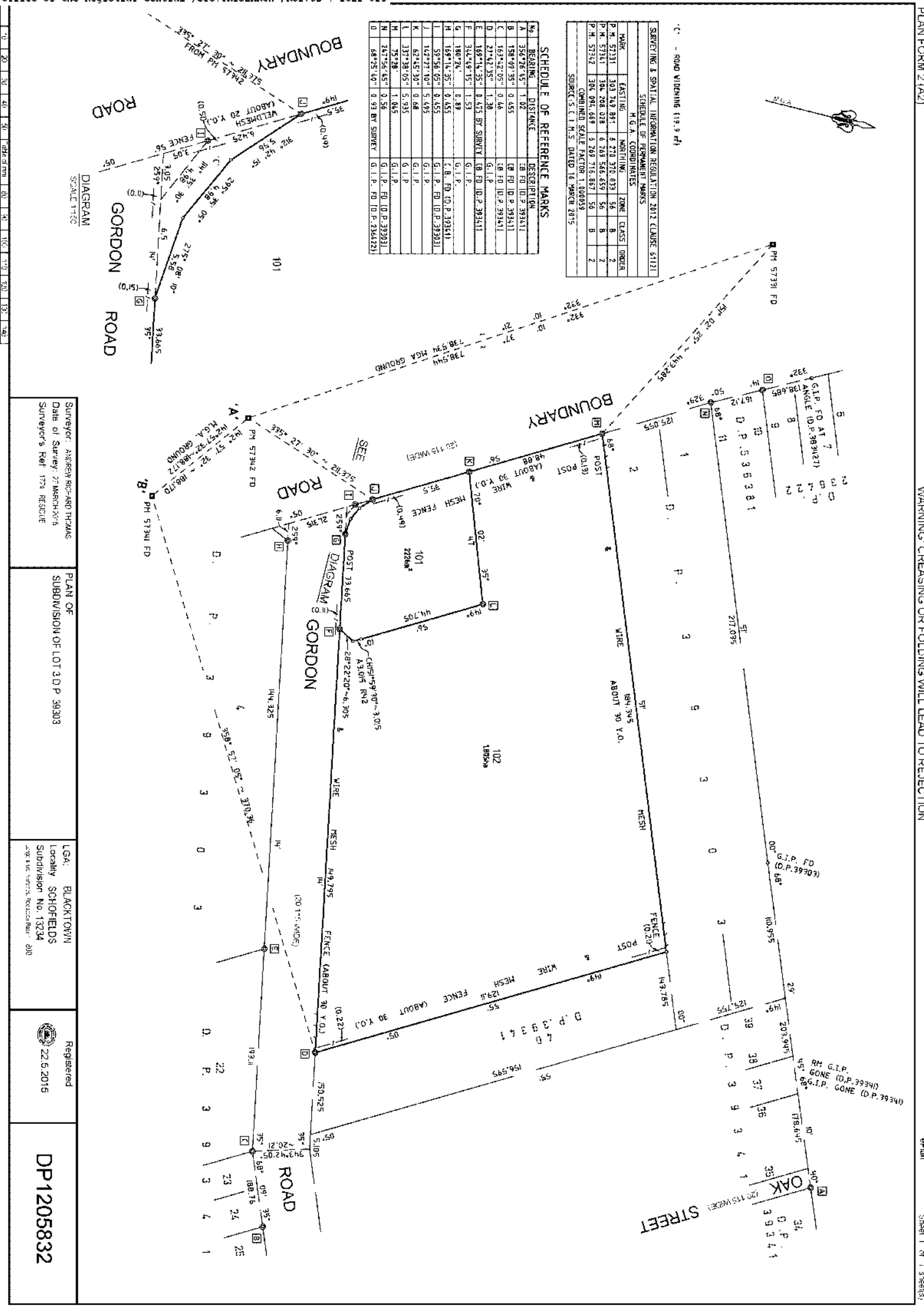
MARK	EXISTING	NORTHING	EASTING	CLASS	NUMBER
P.M. 57331	303 742.891	6 270 376.033	56	B	2
P.M. 57341	306 208.028	6 769 566.659	56	B	2
P.M. 57342	306 991.669	6 769 716.867	56	B	2

COMBINED SCALE FACTOR 1.000059

SOURCE: S.L.I.M.S. DATED 16 MARCH 2015

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	356°26'45"	1.02	18" FD (D.P. 39341)
B	158°49'35"	0.455	18" FD (D.P. 39341)
C	167°42'05"	0.46	18" FD (D.P. 39341)
D	27°42'35"	1.28	G.I.P.
E	168°14'35"	0.475	18" FD (D.P. 39341)
F	314°49'15"	1.53	G.I.P.
G	180°24'	0.89	G.I.P.
H	168°14'35"	0.455	C.B. FD (D.P. 39341)
I	59°56'05"	0.455	G.I.P. FD (D.P. 39341)
J	147°27'10"	5.465	G.I.P.
K	67°45'30"	0.68	G.I.P.
L	337°28'05"	5.935	G.I.P.
M	75°28'	0.045	G.I.P.
N	267°56'45"	0.56	G.I.P. FD (D.P. 39341)
O	68°25'40"	0.93	BY SURVEY




Surveyor: ANDREW RICHARD THOMAS Date of Survey: 27 MARCH 2015 Surveyor's Ref: 1724 RESIGNEE	PLAN OF SUBDIVISION OF LOT 3 D.P. 39303	LGA: BLACKTOWN Locality: SCHOFFIELDS Subdivision No. 13234 Lot 3 of 5, Section 2, District 280	Registered 22.6.2015	DP1205832
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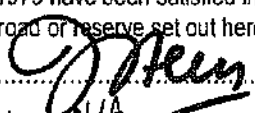
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only	Office Use Only
Registered:  22.5.2015	DP1205832
Title System: TORRENS	
Purpose: SUBDIVISION	

PLAN OF SUBDIVISION OF LOT 3 D.P. 39303	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND
--	--

Crown Lands NSW/Western Lands Office Approval 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. Signature: Date: File Number: Office:	Survey Certificate I, .. ANDREW RICHARD THOMAS of .. CRAIG & RHODES PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(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 .. 27 MARCH 2015 *(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. *(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.
--	--

Subdivision Certificate I, .. Judith Portelli *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. Signature:  Accreditation number: NIA Consent Authority: BLACKTOWN CITY COUNCIL Date of endorsement: 20 APRIL 2015 Subdivision Certificate number: 13234 File number: DAP-14-1989 *Strike through inapplicable parts.	Signature .. Andrew R. Thomas Dated: 30/3/2015 Surveyor ID: 247 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 and land shown in the plan that is not the subject of the survey.
--	---


Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC THE ROAD WIDENING (19.9m ²) AS PUBLIC ROAD	Plans used in the preparation of survey/compilation D.P. 39303 D.P. 39341 D.P. 236422 D.P. 1188183 D.P. 1189773 If space is insufficient continue on PLAN FORM 6A
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Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 1774 - RESIDUE
---	---

CAD REF: Z:\1774 Hassteng Init\CR_PLANS\1774G SOM [01] - H.W. - A.T

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  22.5.2015

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 3 D.P. 39303

DP1205832

Subdivision Certificate number: 13234
Date of Endorsement: 20/4/15

- 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 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE OF LAND

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No	STREET NAME	STREET TYPE	LOCALITY
S T R E E T A D D R E S S E S N O T A V A I L A B L E				

John M. Muscat

R. Muscat.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774 - RESIDUE

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 of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 2 Sheets

Plan: **DP1205832**

Plan of Subdivision of Lot 3 D.P.39303
covered by Council's Subdivision
Certificate No. 13234

Full Name and address of Proprietor of land:	JOHN MARY MUSCAT RITA MUSCAT 58 Boundary Road SCHOFIELDS NSW 2762
--	--

Part 1

	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.	Restriction on Use of Land	101, 102	Blacktown City Council

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown City Council Growth Centres Development Control Plan 2010, suitability of the lot for any intended use and the payment of Section 94 Contributions.

Name of Authority empowered to release vary or modify Restriction numbered 1 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL
General Manager / Authorised Officer



Lengths are in Metres

Sheet 2 of 2 Sheets

Plan: **DP1205832**

Plan of Subdivision of Lot 3 D.P.39303
covered by Council's Subdivision
Certificate No. 13234

Part 2 (cont)

SIGNED in my presence by)
JOHN MARY MUSCAT)
who is personally known to me:)

John M. Muscat
.....
JOHN MARY MUSCAT

[Signature]
.....
Signature of Witness

DENIS LOW
.....
Name of Witness (BLOCK LETTERS)

a CAMPBELL St Blacktown
.....
Address of Witness *NSW 2148*

SIGNED in my presence by)
RITA MUSCAT)
who is personally known to me:)

R. Muscat
.....
RITA MUSCAT

[Signature]
.....
Signature of Witness

DENIS LOW
.....
Name of Witness (BLOCK LETTERS)



a CAMPBELL St Blacktown
.....
Address of Witness *NSW 2148*

BLACKTOWN CITY COUNCIL

[Signature]
.....
Judith Petrelli
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....
-General-Manager/ Authorised Officer

Planning certificate

Section 10.7 (2)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

Applicant details

HYDE PARK LAWYERS

Your reference CZ | 2022-025

GROUND FLOOR 229-231 MACQUARIE STREET

SYDNEY NSW 2000

Certificate details

Certificate no. PL2023/09223

Fee \$67.00

Date issued 06 July 2023

Urgency fee N/A

Receipt no D004611526

Property information

Property ID 372911

Land ID 372754

Legal description LOT 1059 DP 1207919

Address 10 MAYFAIR STREET TALLAWONG NSW 2762

County CUMBERLAND

Parish GIDLEY

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 9839 6000 or at s10.7certificates@blacktown.nsw.gov.au

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Council Chambers - 62 Flushcombe Road - Blacktown NSW 2148

Telephone: 02 9839 6000 - DX 8117 Blacktown

Email: s10.7certificates@blacktown.nsw.gov.au - Website: www.blacktown.nsw.gov.au

All correspondence to: The Chief Executive Officer - PO Box 63 Blacktown NSW 2148

Notice on the NSW Government's review of State Environmental Planning Policies

This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

From 1 March 2022, the following State Environmental Planning Policies apply as follows:

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
 - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
 - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Sydney Regional Environmental Plan No 30—St Marys applied.
 - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
 - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.

Employment Land Zones Reforms

From 26 April 2023, *State Environmental Planning Policy Amendment (Land Use Zones) 2022 (829)* applies.

Employment zones commence for land that is affected by Blacktown Local Environmental Plan 2015 on 26 April 2023.

From 26 April 2023, in a document (other than a State Environmental Planning Policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the new zone for previously zoned Business and Industrial zoned land please refer to the published equivalent zones tables. <https://www.planning.nsw.gov.au/-/media/Files/DPE/Plans-and-policies/Policy-and-legislation/Planning-reforms/equivalent-zones-tables-per-lep.pdf?la=en>

The Department of Planning and Environment is currently reviewing the translation of employment zones for land that is zoned under a State Environmental Planning Policy.

Section 10.7 (2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

The following environmental planning instruments apply to the carrying out of development on the land:

The subject land is zoned under State Environmental Planning Policy (Precincts - Central River City) 2021.

Attachment 1 contains a list of State Environmental Planning Policies that **may** apply to the carrying out of development on the subject land.

1.2 Development control plans

The following development control plans apply to the carrying out of development on the land:

Blacktown City Council Growth Centre Precincts Development Control Plan 2010 (Growth Centres DCP 2010) applies to the subject site.

The Growth Centres DCP 2010 applies to land where either of these State Environmental Planning Policies (SEPPs) apply: SEPP (Precincts - Central River City) 2021 or SEPP (Precincts - Western Parkland City) 2021 (formerly zoned under SEPP Sydney Region Growth Centres) 2006.

The Growth Centres DCP 2010 includes Schedules that contain additional development controls for the Precinct that the site is contained in. Refer to the relevant Schedule for those additional controls.

Note that Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies, except where specifically referred to in one of the above SEPPs or in the Growth Centres DCP 2010.

1.3 Proposed environmental planning instruments

The following proposed environmental planning instruments apply to the carrying out of development on the land. They are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*:

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more information refer to <https://www.planningportal.nsw.gov.au/draftplans>.

- State Environmental Planning Policy (Sustainable Buildings) 2022

On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.

- Review of Clause 4.6

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (State and Regional Development)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then Infrastructure State Environmental Planning Policy

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.

- Proposed State Environmental Planning Policy (Environment)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

1.4 Proposed development control plans

There are no proposed development control plans which apply to the carrying out of development on the land.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

Zone R2 Low Density Residential

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Shop top housing; Studio dwellings; Veterinary hospitals

4 Prohibited

Any other development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

2.3 Additional permitted uses

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website <https://legislation.nsw.gov.au/>.

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015. Dwelling outcomes are controlled by other mechanisms. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: <https://legislation.nsw.gov.au/>

2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:

<https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap>

2.6 Conservation area

The following outlines whether the land is in a conservation area:

a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:

- Bushland surrounding Prospect Reservoir, Prospect
- Plumpton Park, Plumpton
- Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
- Doctor Charles McKay Reserve, Mount Druitt
- Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
- Shanes Park woodland
- Wianamatta Regional Park, Ropes Crossing
- Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
- Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.

b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View

2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.

3. Contributions plans

3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land

3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.

3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

4. Complying development

4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at: www.legislation.nsw.gov.au

4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5. Exempt development

5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: www.legislation.nsw.gov.au

5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.

7. Land reserved for acquisition

7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: <https://legislation.nsw.gov.au/>

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

The following outlines whether the land is affected by road widening or road realignment.

8.1 The Roads Act 1993 Part 3 Division 2

The subject land is not affected by road widening or road realignment under the Roads Act 1993 Part 3 Division 2.

8.2 An environmental planning instrument

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

8.3 A resolution of the Council

The subject land is not affected by road widening or road realignment under any resolution of the Council.

9. Flood related development controls

The Flood Inundation maps prepared by Council are based on results of Engineering flood studies commissioned by NSW Government authorities or Council.

The information provided in this section is general advice based on Council's current adopted flood mapping. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate

Exhibition - Local Overland Flow and Eastern Creek Flood Studies

From 2 May 2023 – 23 June 2023, Council has placed on exhibition the Local Overland Flow and Eastern Creek Flood Studies.

Revised mapping work as part of this study has identified new information affecting various properties. Some previously unclassified properties within these study areas are now within the flood planning area, and some properties previously within the flood planning area have now been removed.

If this study is adopted and affects your property, your Planning Certificate will be updated at that time.

For more information, including to see if your property is affected, please visit our website:

<https://www.blacktown.nsw.gov.au/Have-Your-Say/Local-Overland-Flow-and-Eastern-Creek-Flood-Studies>

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

The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Land slip

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

10.2 Bush fire

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at:

<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

10.3 Tidal inundation

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

10.4 Subsidence

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

10.5 Acid sulfate soils

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

10.6 Contamination

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: <https://legislation.nsw.gov.au/>.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at <https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

10.7 Aircraft noise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

10.8 Salinity

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

10.9 Coastal hazards

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.

10.10 Sea level rise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

10.11 Other risks

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: www.blacktown.nsw.gov.au

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

11. Bushfire prone land

The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

The subject land is identified on Council's Bush Fire Prone Land Map as being clear of any bushfire prone land.

12. Loose-fill asbestos insulation

The following outlines 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:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at <https://www.fairtrading.nsw.gov.au/>

13. Mine subsidence

The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. Paper subdivision information

14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.

14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

15. Property vegetation plans

There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*.

16. Biodiversity stewardship sites

The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

17. Biodiversity certified land

The following outlines if the land is biodiversity certified land under the Part 8 of the *Biodiversity Conservation Act 2016*.

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

All or part of the land is biodiversity certified land under the Biodiversity Conservation Act 2016.

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

The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land. Council has not verified whether any order has been made of which it has not been notified. The applicant should make its own enquiries in this regard if this is a matter of concern.

Trees (Disputes Between Neighbours) Act 2006 decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

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

According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).

20. Western Sydney Aerotropolis

The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungaribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>.

20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.

20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

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

22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: <https://pp.planningportal.nsw.gov.au/SCC>

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.

22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

23. Matters under the Contaminated Land Management Act 1997, section 59(2)

23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>

23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit <https://www.epa.nsw.gov.au/>

23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit <https://www.epa.nsw.gov.au/>

23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit <https://www.epa.nsw.gov.au/>

23.5 Site audit statement

The following the outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note: that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout NSW by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

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

This policy is also known as the Codes SEPP and includes a number of codes that allow for certain types of development to be undertaken without the need for Council approval. They are known as either Exempt development or Complying development, which allows for approval under a fast-track system, if the relevant standards are met.

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to Council on the merit of residential flat developments. A design review panel is not mandatory.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

State Environmental Planning Policy (Precincts - Central River City) 2021

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

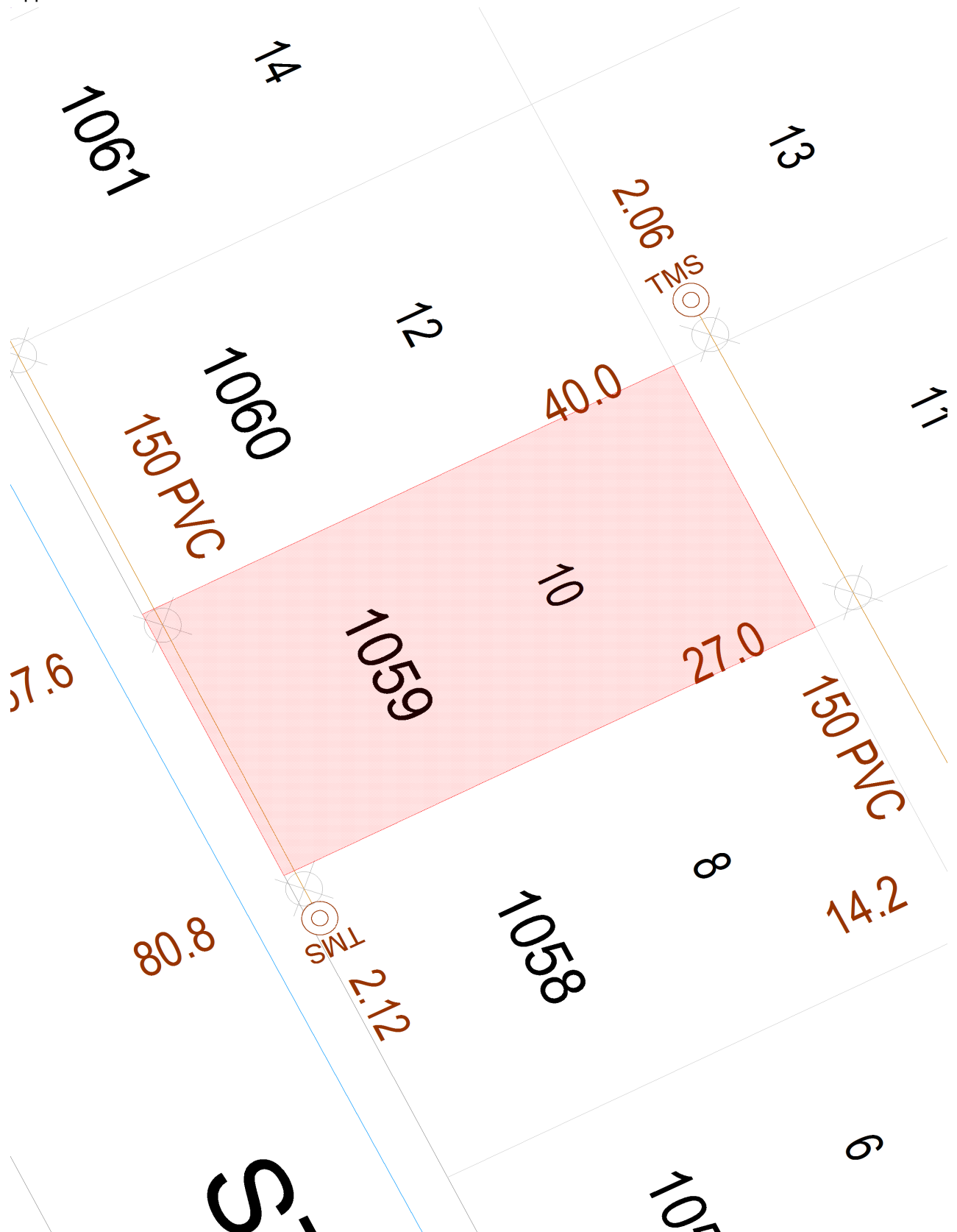
State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy contains:

- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate

Service Location Print
Application Number: 1340908



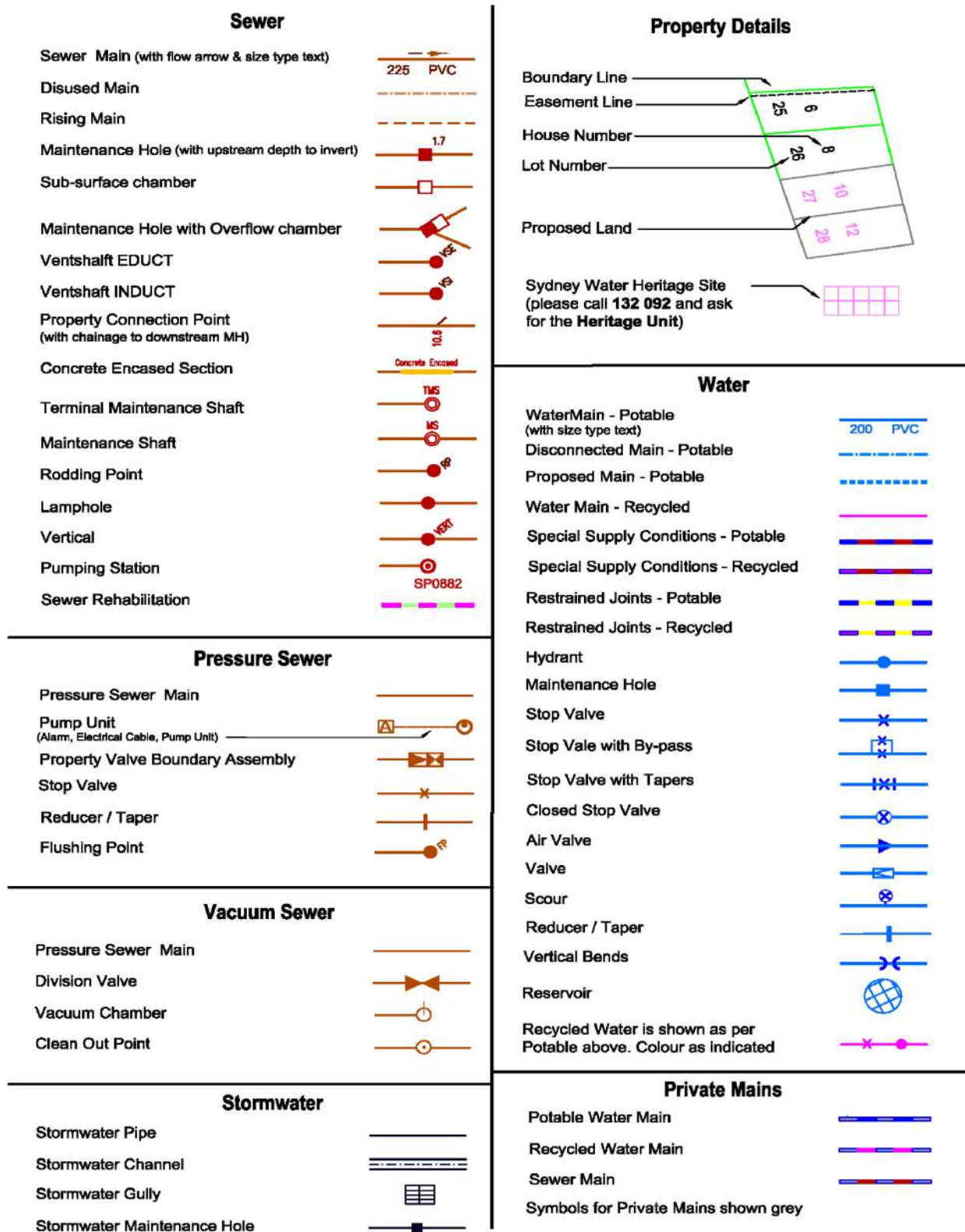
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Disclaimer

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)

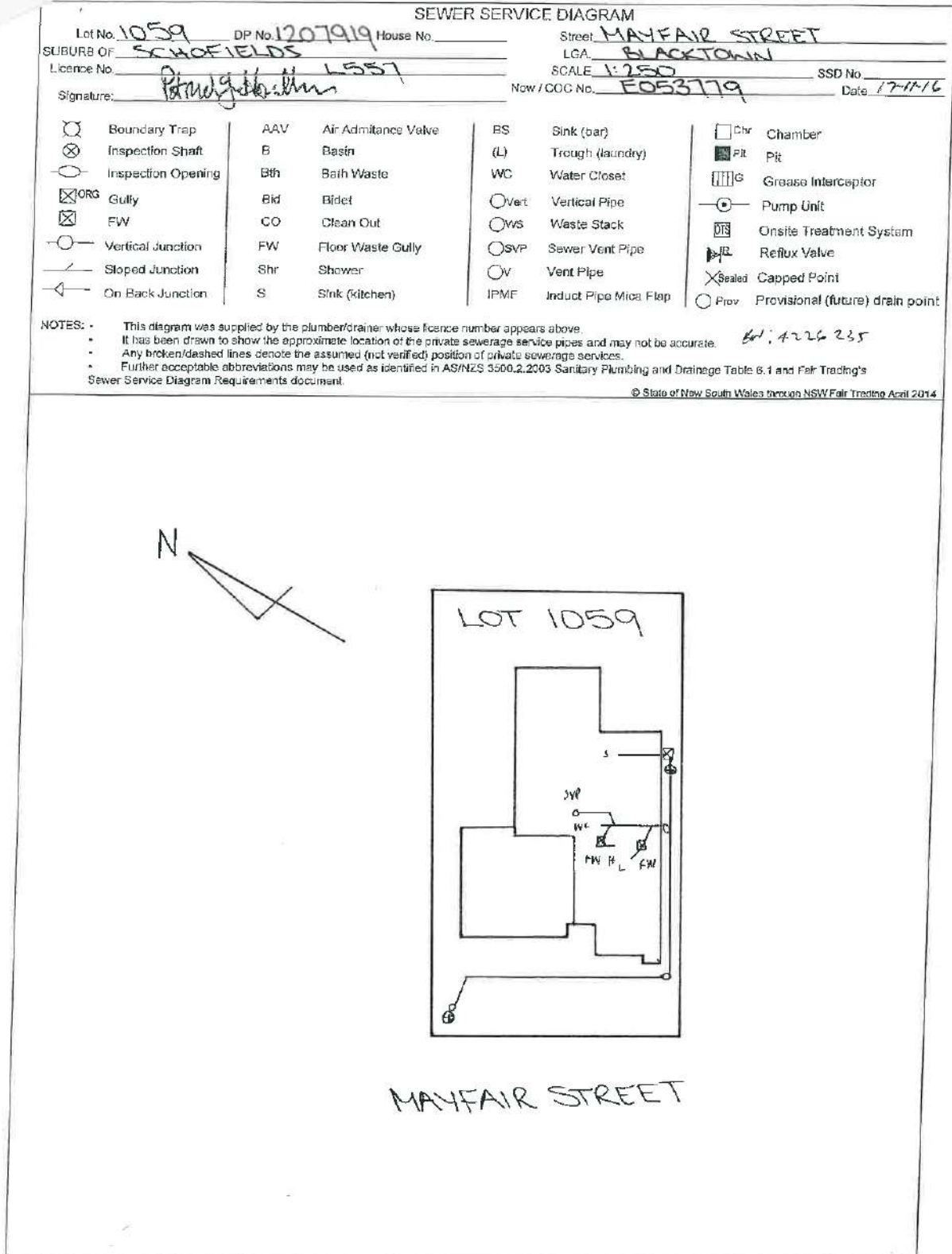
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Sewer Service Diagram

Application Number: 1340907

REF No AA201617244



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Disclaimer

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

RESIDENTIAL TENANCY AGREEMENT

(Where tenancy is for a term of three years or less)

THIS AGREEMENT is made on **22/09/2021** at Sydney

BETWEEN

LANDLORD

(Name/s)	YANQIU LI		
(Email)	yangxing2020@gmail.com		
(Address)	C/O - Landlord Agent		
(Telephone)	C/O - Landlord Agent	(Facsimile)	C/O - Landlord Agent

AND TENANT(S):

(Name/s) **NEWAMAI BALEISUVA LUCKETT & OSEA KALOUTANI CIRI**

LANDLORD/AGENT:

(Name/s)	VICTORY LEASE PTY LTD	(A.B.N) 72 153 345 665
(Address)	Suite606, North Tower, Chatswood Central, 1-5 Railway Street, Chatswood, NSW, 2067	
(Telephone)	(02) 9884 8969	

PREMISES:

The landlord gives the tenant the right to occupy the premises at **LOT 1059/10 MAYFAIR STREET, SCHOFIELDS, NSW 2762** which are **UNFURNISHED** with **4 BEDROOMS, 2 BATHROOMS plus 2 CAR SPACE.**

No more than **FOUR (4)** adult may ordinarily live in the premises at any one time.

RENT:

The rent is **\$620.00 PER WEEK commencing on 24/09/2021.**
The tenant must pay in advance on **FRIDAY EVERY FORTNIGHTLY.**

THE METHOD BY WHICH THE RENT MUST BE PAID:

- A) As follows: BPAY, Internet Transfer (no cost incurred):
Payee name: **Victory Lease Pty Ltd**
DEFT reference Number: **0034115071**
Biller Code: **4481**
- B) Any other means such as cash , bank cheque, money order and/or credit card to THE AGENT at Agent’s Office of which will incur a surcharge of **1.5%** on amount received for bank charges

TERM:

The term of this agreement is **26 WEEKS** beginning on **24/09/2021** and ending on **24/03/2022.**

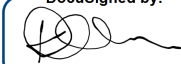
CONTINUATION:

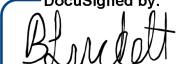
At the end of the term the tenant can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 1987.

RENEWAL AGREEMENT

Date: 23/9/2021

Tenant(s) Signature: _____

DocuSigned by:

C4CB33F802D5404...

DocuSigned by:

T64951F4F5C2469...

RESIDENTIAL TENANCY AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
 - 7.1 that the increased rent is payable from the day specified in the notice, and
 - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

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

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

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

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

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

RESIDENTIAL TENANCY AGREEMENT

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:

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

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

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

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

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

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

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas,

electricity, water, telecommunications or other services to the residential premises may be disconnected, and

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

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

URGENT REPAIRS

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

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

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

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

SALE OF THE PREMISES

21. The landlord agrees:

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

RESIDENTIAL TENANCY AGREEMENT

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
- 32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or

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- 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 landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

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

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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*.

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 less than 25% of the fixed term has expired,

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- 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:

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

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM – PETS

[Cross out this clause if not applicable]

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

No Pets 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 – AGREEMENT TO USE PREVIOUS CONDITION REPORT

56. **The landlord and tenant:**

- 56.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated / / (insert a date if the

landlord and tenant agree to this clause) forms part of this agreement,

- 56.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and

- 56.3 **agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

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

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

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

RESIDENTIAL TENANCY AGREEMENT

ADDITIONAL TERM – TELECOMMUNICATIONS SERVICES

58. The tenant agrees:

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

ADDITIONAL TERM – RENT AND RENTAL BOND

59. The tenant agrees:

- 59.1 to pay the rent on or before the day on which the term of this agreement begins; and
- 59.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.
60. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

ADDITIONAL TERM – OCCUPANTS

61. The tenant agrees:

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

ADDITIONAL TERM – TERMINATION

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

63. The tenant agrees:

- 63.1 upon termination of this agreement, to:
- 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
- 63.2 that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

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

65. The landlord and the tenant agree that:

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

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

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

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

66. The tenant acknowledges and agrees:

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

ADDITIONAL TERM – SWIMMING POOLS

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

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

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

RESIDENTIAL TENANCY AGREEMENT

any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and

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

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

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

- 68.1 the rent will be increased to

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

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

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

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

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

- 69.1 the rent will be increased to

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

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

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

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

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

70. For avoidance of doubt:

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

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

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

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

71. **The tenant agrees:**

- 71.1 to reimburse the landlord, within 30 days of being requested to do so, for:
- 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;
 - 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
 - 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 lodgment of an annual fire safety statement) if that failure was caused or contributed to by the tenant;
- 71.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and
- 71.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

ADDITIONAL TERM - TENANCY DATABASES

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

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

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

73. **The tenant agrees** that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.
74. **The landlord gives** no undertaking as to the security and/ or waterproofing of any garage, storage cage, open car space

RESIDENTIAL TENANCY AGREEMENT

or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

- 75. The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.
- 76. The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

- 77.** Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
- 78. The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

ADDITIONAL TERM - PRIVACY POLICY

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

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

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

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

- payment provider, where necessary); and
- (j) comply with any dispute resolution process.

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

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

RESIDENTIAL TENANCY AGREEMENT

in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

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

ADDITIONAL TERM – ACKNOWLEDGEMENTS**80. The landlord and tenant each acknowledge that:**

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

SCHEDULE A**SPECIAL CONDITIONS - FLATS****Special Condition 1 - Vehicles**

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

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

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

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

Special Condition 3 - Obstruction of common areas

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

Special Condition 4 - Noise

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

Special Condition 5 - Behaviour of tenants and invitees

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

Special Condition 6 - Children playing on common areas in building

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

Special Condition 7 - Smoke penetration

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

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

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

Special Condition 8 - Preservation of fire safety

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

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

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

Special Condition 10 - Appearance of flat

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

Special Condition 11 - Cleaning windows and doors

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

Special Condition 12 - Hanging out of washing

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

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

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

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

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

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

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

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

Special Condition 16 - Compliance with planning and other requirements

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

RESIDENTIAL TENANCY AGREEMENT

NOTES.

1. Definitions

In this agreement:

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

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

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

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

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

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.

ISSUED BY



RESIDENTIAL TENANCY AGREEMENT

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

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

FOR AND ON BEHALF OF THE LANDLORD

SIGNED BY THE LANDLORD
VICTORY LEASE PTY LTD
ABN 72 153 345 665
Suite 606, 1-5 Railway Street, Chatswood, NSW 2067

(Signature of landlord) Tel: 9884 8969

(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:

FA3DD02F31A54CC...

25/9/2021

(Signature of landlord)

(Date)

SIGNED BY THE TENANT

DocuSigned by:

164951F4F5C2469...

24/9/2021

(Signature of tenant)

(Date)

DocuSigned by:

C4CB33F802D5464...

23/9/2021

(Signature of tenant)

(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

TENANT INFORMATION STATEMENT

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

DocuSigned by:

164951F4F5C2469...

24/9/2021

(Signature of tenant)

(Date)

DocuSigned by:

C4CB33F802D5464...

23/9/2021

(Signature of tenant)

(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

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RESIDENTIAL TENANCY AGREEMENT

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New tenant checklist

What you must know before you sign a lease

At the start of every tenancy you should be given the following by the landlord or agent:

- a copy of this information statement
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

The first thing you should do before you sign the lease is read it thoroughly. If there is anything in it which you don't understand, ask questions.

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

Only when you can respond with a **Yes** to the following statements, should you sign the lease.

The lease

- I have read the lease and I asked questions if there were things I didn't understand.
- I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I know that I must be offered at least **one** way to pay the rent which does not involve paying a fee to a third party.
- I know that any additional terms to the lease are negotiated before I sign.
- I have checked that all additional terms to the lease are legal, for example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

In relation to any promises by the landlord or agent (for example, replace the oven, 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 lease) that they will be done.

Upfront costs

I am not being required to pay:

- more than 2 weeks rent in advance, unless I freely offer to pay more
- more than 4 weeks rent as a rental bond.

I am not being charged for:

- the cost of preparing my lease
- the initial supply of keys and security devices to each tenant named on the lease.

Managing your bond online

Before paying your rental bond, ask your agent or landlord about using Rental Bonds Online. If they are registered, you can securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign the bond lodgement form referred to above. Once registered, you can continue to use your account for future tenancies.

Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord must give you a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years. This does not apply if you are renting in a strata or community scheme of more than two lots.

After you move in

Make sure you:

- Fill in your part of the condition report and don't forget to return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you don't take the time to complete it accurately money could be taken out of your bond to pay for damage that was already there when you moved in.
- Get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number. If this doesn't arrive call Fair Trading to make sure it has been lodged. If you have lodged your bond through Rental Bonds Online you will receive an email and SMS notification, not a letter.

Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- Photos are a great way to record the condition of the property when you first move in. Take pictures (that are date stamped) of the property, especially areas that are damaged or unclean. Keep these in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a designated 'tenancy' file folder and put it somewhere you can easily find it later.
- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (eg. by failing to do repairs) - you could end up being evicted if you do.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.

- Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises which ends up in the NSW Civil and Administrative Tribunal.
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- If the property has a pool or garden be clear about what the landlord or agent expects you to do to maintain it.
- Be careful with what you sign relating to your tenancy, and don't let anybody rush you. Never sign a blank form, such as a Claim for refund of bond.
- If you are happy in the place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave, and helps to lock in the rent for the next period of time.

Further information

Go to the Fair Trading website or call 13 32 20 for more information about your renting rights and responsibilities.

The NSW Government funds a range of community based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Go to the Tenants Union website at www.tenants.org.au for details of your nearest service or check your local phone directory.

Landlords and agents must give a copy of this information statement to all new tenants before they sign a residential lease. Fines can be imposed if this is not done.

Addendum to New tenant checklist

Before a new tenant signs a residential lease, the real estate agent or private landlord must give them a copy of the *New tenant checklist* and this addendum (updated 30 May 2016). To download these resources, visit the *New tenant checklist* page on the NSW Fair Trading website.

Property containing loose-fill asbestos insulation

Properties in NSW that test positive for loose-fill asbestos insulation will have the property address included in a public register (available on the NSW Fair Trading website). If a property has been listed on this public register, the agent or private landlord must disclose this information to new tenants. The following section lists the other information that must be provided to tenants before they sign a lease.

What tenants must be told

Sometimes a residential property has something in its history that you should know. If the landlord or agent is aware of any of the following facts, they must inform you:

- if the property:
 - has been affected by flooding or bushfire in the previous 5 years
 - has significant health or safety risks (unless they are obvious when you inspect the property)
 - has been the scene of a violent crime in the previous 5 years
 - 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 council waste services on a different basis to other premises in the area
 - is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

The information below is included in the current *New tenant checklist*. It is provided here to enable use of the previous version of the checklist dated January 2014 with this addendum.

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