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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 69017692	NSW DAN:
vendor's agent	McGRATH LIVERPOOL 265B MACQUARIE STREET, LIVERPOOL NSW 2170		Phone: 9824 1100 Fax:
co-agent			Ref: Frank Bartolone
vendor	GINO JOSEPH COIERA 1401/ 9 Australia Avenue Sydney Olympic Park NSW 2127		
vendor's solicitor	E J CRESSY SOLICITOR SHOP 1/ 64-66 SMART STREET FAIRFIELD NSW 2165 PO BOX 1008 FAIRFIELD NSW 1860		Phone: 9754 1332 Fax: 9754 1362 Ref: JC:Coiera
date for completion	42 days after the contract date	(clause 15)	Email: ejcressy@ejcressy.com.au
land	28 WYLDE CRES ABBOTSBURY NSW 2176 (Address, plan details and title reference) LOT 713 IN DEPOSITED PLAN 773720 713/773720		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Coiera

69017692

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier’s name:

Supplier’s ABN:

Supplier’s GST branch number (if applicable):

Supplier’s business address:

Supplier’s email address:

Supplier’s phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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, Industry and Environment Department of Primary Industries Electricity and gas Land & 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 28 WYLDE CRES ABBOTSBURY NSW 2176 from GINO JOSEPH COIERA to in order that there is no cooling off period in relation to that contract;
3. I do not act for GINO JOSEPH COIERA and am not employed in the legal practice of a solicitor acting for GINO JOSEPH COIERA nor am I a member or employee of a firm of which a solicitor acting for GINO JOSEPH COIERA is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

Conditions of sale by auction

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid may be made by or on behalf of the seller. This includes a bid made by the auctioneer must clearly state that the bid was made by or behalf of the seller or auctioneer.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction or the vendor the full amount of the purchase price:

 - (a) If the amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
 - (b) If the amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

Notification of auction conditions

- (1) A stock and station agent or real estate agent who offers land or livestock for sale by auction must notify the conditions of the sale by means of a notice that:-
 - (a) sets out the conditions of the sale clearly and legibly written or printed in the English language; and
 - (b) is exhibited in a conspicuous position so as to be clearly visible to and available for inspection by, any person attending the auction before and during the auction.
- (2) If a stock and station agent or real estate agent conducts an auction sale of land or livestock comprising more than one lot and one or more of the conditions of sale for any one or more of those lots are different from the conditions of sale for all or most of the other lots, the agent may notify the different conditions by reciting those conditions aloud in a clear and precise manner immediately before offering that lot for sale.

Maximum penalty: 40 penalty units in the case of a corporation or 20 penalty units in any other case.

SPECIAL CONDITIONS

1. Present Condition

The purchaser acknowledges that he has been afforded an opportunity of inspecting the property or having the same inspected and the property is sold and the Purchaser accepts the property in its present state and condition and with all faults and defects (if any) whether latent or apparent and without any warranty as to fitness for any purpose. The Purchaser shall not be entitled to make a requisition objection or claim for compensation regarding any such matters.

2. Consequences of Death etc of Purchaser

Should the purchaser (or any of them if more than one) die or become mentally ill prior to the date of completion of this Contract, then the vendor may by notice in writing rescind this Contract whereupon the provisions of Clause 19 hereof shall apply.

3. Insolvency

Should the Purchaser or any of them become bankrupt or make an assignment arrangement or composition with or for the benefit of creditors or being a company go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or suffer the appointment of a provisional liquidator or receiver or administrator then in any such event the Purchaser shall have deemed to have defaulted in an essential obligation hereof.

4. Interest Upon Default

The Purchaser covenants with the Vendor that if for any reason whatsoever not attributed to the default of the Vendor this Contract is not completed within the time stipulated in this Contract the Purchaser shall thereafter but without prejudice to any other right of the Vendor as provided in this Contract or otherwise pay to the Vendor interest on the balance of the purchase price under this Contract at the rate of 12% per annum calculated on a daily basis for the period commencing on the day following the expiration of the period within which this Contract is to be completed as stipulated in this Contract and continuing up to and including the date of completion. All such interest is payable in addition to any other monies payable under this Contract and shall be paid on completion and the rights of the Vendor under this Clause shall not merge on completion. Should the vendor issue a Notice to Complete then the purchaser will pay the vendor's solicitor in completion an amount of \$275.00 as consequence of the delay in completion and for additional legal costs incurred by preparing, issuing and serving such notice.

5. Real Estate Agent

The Purchaser hereby warrants and acknowledges that he did not approach any Real Estate or other Agent in connection with the purchase of the property nor did he learn of the proposed sale of the property from any Real Estate or other Agent other than the Vendor's agent so described in this Contract and that he was in no way induced to purchase same, nor was he introduced to the Vendor, as a result of any efforts or services performed by or behalf of any Real Estate or other Agent or services

performed by or on behalf of any Real Estate or other Agent other than the Vendor's agent so described in this Contract. This warranty and acknowledgment shall continue to be binding on the Purchaser after execution of and after registration of the assurance of the property pursuant to this Contract and shall not be extinguished by such execution and registration nor affected by the fact that a covenant to the same effect is not contained in the said assurance.

6. **Notice to Complete**

The Vendor and the Purchaser agree that should any event arise entitling either party to issue a Notice to Complete then either party shall be entitled to serve such a Notice on the other party requiring that party to complete the Contract within a period of fourteen (14) days from the service of such notice (making the time of the essence in this regard). The said period of fourteen (14) days shall be and be deemed to be a proper and reasonable time.

7. **Service**

In addition to the methods provided in Condition 20.6, service of any notice under or relating to this Contract may be effected and shall be sufficient service on a party and that party's solicitor if transmitted by facsimile transmission. A transmission concluded after 5:00pm on any business day shall be deemed to have been received on the next business day.

8. **Release of Deposit**

In the event the Vendor is purchasing another property, the Purchaser agrees to release to the Vendor the deposit or so much of the deposit as is required for use by the Vendor as a deposit on the purchase of another property. The Vendor warrants upon release of the deposit in accordance with the terms of this Special Condition such deposit will be paid only to the Trust Account of an Agent or Solicitor.

9. **Foreign Acquisition**

The Purchaser warrants that:-

- (a) the Purchaser is not a "foreign person" within the meaning of Section 21A of the Foreign Acquisitions and Takeovers Act as the meaning of that expression is extended by the operation of sub-section 4(6) of that Act, and
- (b) the Purchaser is not a "person to whom this section applies" within the meaning of that expression in Section 26A of the Foreign Acquisitions and Takeovers Act as that section is affected by Section 5A of that Act.

10. **Notice/Work By Local Council**

The Vendor may rescind this Contract should he be unwilling to comply with any notice or work order issued by the Local Council and Clause 19 shall then apply and the Purchaser shall have no entitlement to damages.

11. **Deposit Less Than 10%**

In the event that the Purchaser pays less than ten percent (10%) of the purchase price as deposit then if the Purchaser commits a default hereunder the whole of the 10% deposit shall become due and payable notwithstanding that this Contract is not completed. This clause shall not merge on completion and the Vendor shall be entitled to sue for recovery of so much of the 10% deposit that remains outstanding as a debt due by the Purchaser to the Vendor.

12. **Land Tax**

Notwithstanding any provision to the contrary, land tax shall be adjusted between the parties. The purchaser shall pay land tax adjusted as follows: $(D \times TV \times TR/365)$, "D" is being the number of days from the completion date until the end of the current rating year, "TV" being the taxable value of this property, and "TR" being 1.6%. If this property (or part of it) has no separate taxable value, land tax shall be adjusted by calculating its taxable value on a proportional area basis.

13. **Vendor Statement**

The vendor states that any Building situated on the land complies with Division 7A of Part 9 of the Environmental Planning and Assessment Regulation 2000, being the requirement to install smoke alarms (or heat alarms in certain circumstances).

14. **Building Certificate**

In consideration of the vendor agreeing to accept the price offered by the purchaser for the purchaser to buy the land and improvements thereon, the purchaser shall not be entitled to apply for a Building Certificate from the Council and the purchaser shall not require the vendor to consent to such an application. This is an essential term of this agreement.

15. The words "certificate or report" are deleted from clause 12.1 of this agreement as are clauses 12.2, 12.2.1 and 12.2.2.

16. **Settlement Cancellation Fee**

If settlement of this matter does not take place at the first scheduled settlement has been cancelled without Vendor's fault, the Purchaser may pay rescheduled fee of \$110.00 for each rescheduled settlement to the vendor as Vendor's legal cost. The purchaser agrees that the sum of \$110.00 is a genuine pre-estimate of the additional expenses and it is essential term of this contract that such amount must be adjusted on the settlement sheet and paid on settlement.

17. **Completion Venue**

If the purchaser requires settlement at a place other than the place nominated by the vendor, the purchaser agrees to pay the vendor's agency fee of \$125.00 and the outgoing mortgagee's reasonable costs for attending settlement which sum will be adjusted at settlement.

18. Clause 7.1.1 is amended by the deletion of the words '5% of the price' and the insertion of '\$1.00' in their place.

19. Notwithstanding the Contract is marked subject to existing tenancies, should the purchaser require vacant possession on settlement by written notice served within 7 days of Contract date time of essence, the vendor will act reasonably to provide vacant possession but if the tenant cannot or will not vacate by the 70th day from the date of Contract then the purchaser must settle with the tenant in occupation.

20. **Vendor Disclosure**

The purchaser acknowledges that attached to this Contract are the approvals from Fairfield City Council for:

- Dwelling
- Pool
- Awning
- Carport

The purchaser acknowledges and warrants to the vendor that the purchaser has satisfied itself as to compliance of the above improvements with the conditions of the approvals and will make no claim, nor raise any objection or requisition in respect thereof.



FOLIO: 713/773720

SEARCH DATE	TIME	EDITION NO	DATE
2/6/2020	10:25 AM	10	5/12/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 713 IN DEPOSITED PLAN 773720
AT ABBOTSBURY
LOCAL GOVERNMENT AREA FAIRFIELD
PARISH OF MELVILLE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP773720

FIRST SCHEDULE

GINO JOSEPH COIERA (T AF547984)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
 - DP709687 -TO DRAIN WATER
 - DP712989 -TO DRAIN WATER 1.5 WIDE
 - DP717620 -TO DRAIN WATER
 - DP737156 -TO DRAIN WATER 1 WIDE
 - DP739815 -TO DRAIN WATER 1 WIDE
 - DP773720 -TO DRAIN WATER 2 WIDE
- 2 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM CREATED BY:
 - DP773720 -FOR BATTER 1.5 WIDE
 - DP773720 -TO DRAIN WATER 2 WIDE
- 3 DP773720 RESTRICTION(S) ON THE USE OF LAND
- 4 AN910552 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Coiera

PRINTED ON 2/6/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

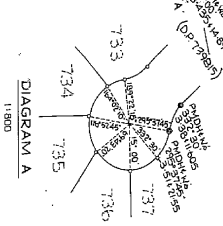
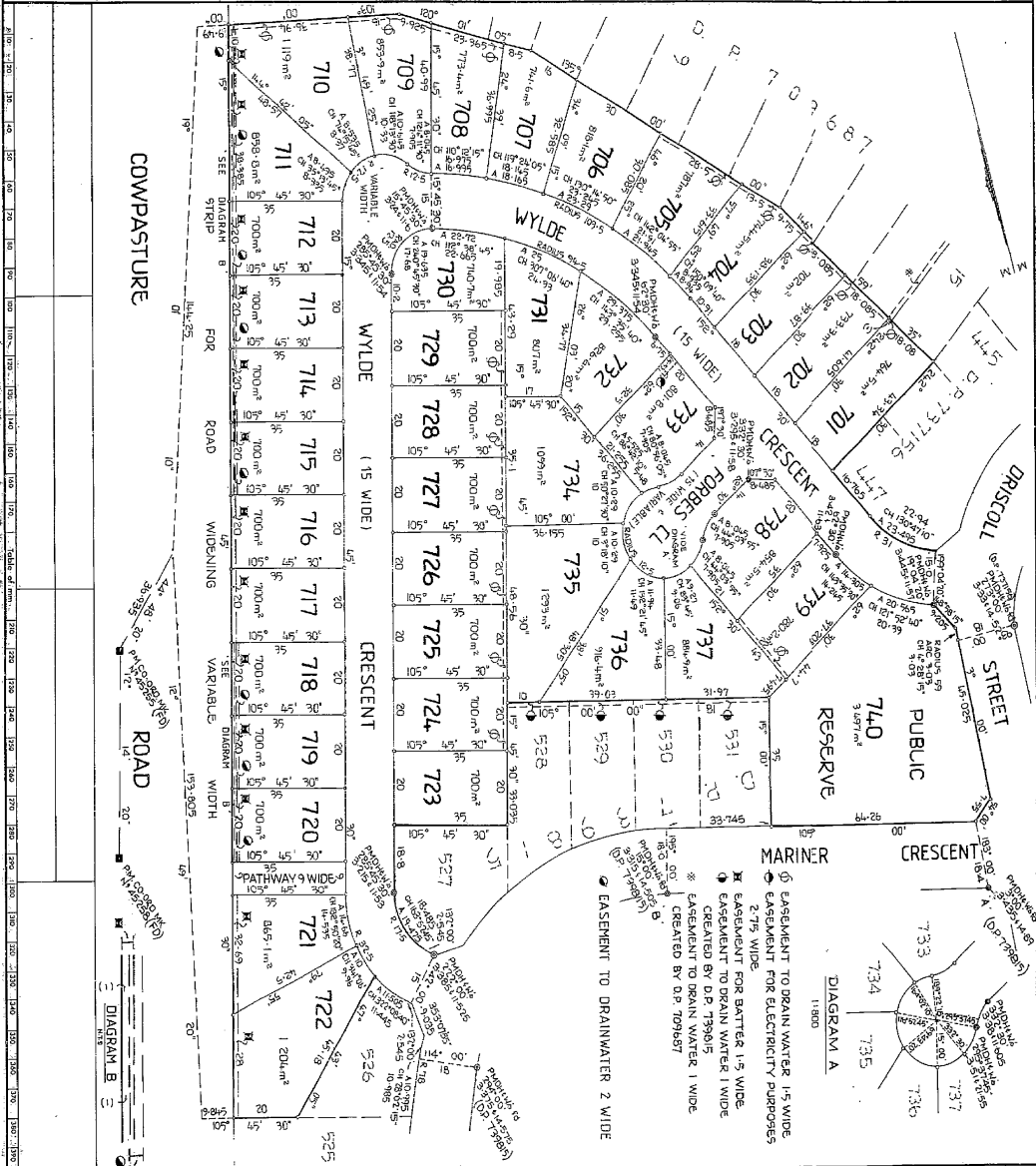
PLAN FORM 2

Signatures and seals only.

M. Brennan
 Director
L.H. Reynolds
 Secretary

M. Brennan
 K.A. GERRICH

TOWN OF CUMBERLAND
 Council Clerk's Certificate
 I, the undersigned, Clerk of the Council of the Town of Cumberland, do hereby certify that the above is a true and correct copy of the plan as submitted to the Council for its consideration and approval in accordance with the provisions of the Local Government Act, 1995, and the Local Government (Subdivisions) Regulation, 1996, and that the same has been approved by the Council on the 24th day of October 1992.



WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 25th February, 1988.

Plan Drawing only to appear in this space

OFFICE USE ONLY

DP 773720
 Registered: 02/22/2-1988
 CAL 6009 OF 5/2/1988
 The System: TORRENS
 Purpose: SUBDIVISION
 Ref. Num: U8245-2 & 5
 Lot Plan: D.P. 799815

PLAN OF SUBDIVISION OF LOT 566 - D.P. 799815

Registered: FAIRFIELD
 Locality: ABBOTSBURY
 Parish: MELVILLE
 County: CUMBERLAND

THE SUBDIVISION IS THE PROPERTY OF ERNEST JAMES BRITTEN

These facts are for information of the Registrar General and are not intended to constitute a warranty or guarantee of any kind. The Registrar General is not responsible for the accuracy of the information contained in this plan.

NOTE - IT IS INTENDED TO DEDICATE TO THE PUBLIC:-
 WYLD 15 WIDE
 FORBES 15 WIDE
 PATHWAY 9 WIDE
 STRIP FOR ROAD WIDENING
 VARIABLE WIDTH
 LOT 740 AS PUBLIC RESERVE

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO EASEMENT TO DRAIN WATER PURPOSES
 1. EASEMENT TO DRAIN WATER PURPOSES
 2. EASEMENT FOR ELECTRICITY PURPOSES
 3. RESTRICTION ON USER
 4. RESTRICTION ON USER
 5. RESTRICTION ON USER
 6. RESTRICTION ON USER
 7. EASEMENT FOR BATTER 1.5 WIDE
 8. EASEMENT TO DRAINWATER 2 WIDE

SUBDIVISION REFERENCE 2117/17

Y O F O A I N

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT, 1912

PART 2
 Sheet 5 of 6 Sheets
 Lengths are in metres

Plan: DP 773730
 Subdivision of Lot 566 in Deposited Plan No. 739815, covered by Council Clerk's Certificate No. 6009 1988. 5th February 1988

Name of person empowered to release vary or modify Restriction as to User Fourthly referred to in the above-mentioned Plan:
 THE COUNCIL OF THE CITY OF FAIRFIELD its successors and assigns.

4. Terms of Restriction as to User Fifthly referred to in the above-mentioned Plan:
 No means of vehicular access to or from Compasture Road hereby benefited shall be constructed or allowed to be constructed on any lot hereby burdened and no means of motor vehicular access will be permitted to or from Compasture Road above-mentioned hereby benefited to or from any lot hereby burdened.

Name of person empowered to release vary or modify Restriction as to User Fifthly referred to in the above-mentioned Plan:
 THE COUNCIL OF THE CITY OF FAIRFIELD its successors and assigns.

6. Terms of Restriction as to User Sixthly referred to in the above-mentioned Plan:
 The lots hereby burdened shall not be occupied until construction of a 1.8m high solid fence of natural colour along the Compasture Road boundary to the satisfaction of Fairfield City Council.

Name of person empowered to release vary or modify Restriction as to User Sixthly referred to in the above-mentioned Plan:
 THE COUNCIL OF THE CITY OF FAIRFIELD its successors and assigns.

7. Terms of Easement for Batter 1.5 Wide Seventhly referred to in the above-mentioned Plan:
 Full and free right for the body in whose favour this easement is created and every person authorised by it from time to time and at all times hereafter to enter so upon return pass and repass with or without vehicles in through along and over the servient tenement and to use the servient tenement for the purpose of placing thereon all such earth soil cement sand clay and other material or the removal therefrom all such earth soil clay and other material as shall in the opinion of the Council of the City of Fairfield be necessary or desirable for the purpose of constructing reconstructing and forever maintaining on the servient tenement a batter to serve as a support for the said land burdened and to do all such incidental acts and things that may be necessary in the premises for the purpose of constructing maintaining repairing altering or doing any work on the land comprised in the said easement and for all or any of the said purpose to remove and re-erect any fences or other posts on the land comprised in the said easement.

A. Green
Paul H. Bagnall

REGISTERED  Q 20-2-1988

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT, 1912

PART 2
 Sheet 6 of 6 Sheets
 Lengths are in metres

Plan: DP 773730
 Subdivision of Lot 566 in Deposited Plan No. 739815, covered by Council Clerk's Certificate No. 6009 1988. 5th February 1988

Name of person or Authority empowered to release vary or modify the Easement for Batter 1.5 Wide Seventhly referred to in the above-mentioned Plan:
 THE COUNCIL OF THE CITY OF FAIRFIELD

THE COMMON SEAL OF EDENSON PARK COMPANY PTY. LIMITED was hereunto affixed by authority previously given by the Board of Directors in the presence of:-
Paul H. Bagnall Director
Raymond Anthony Begovich Secretary

SIGNED in my presence by the said RAYMOND ANTHONY BEGOVICH who is personally known to me:-
A. Green
 R. A. Begovich

Inspected and Identified for the Council of the City of Fairfield
[Signature]

REGISTERED  Q 20-2-1988

10 20 30 40 50 60 70 Table of mm 110 120 130 140

FRAME 3

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 15th February, 1988



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT, 1919**

PART 1
 Sheet 3 of 6 Sheets

Lengths are in metres

Plan: DP 773730
 Subdivision of Lot 566 in Deposited Plan No. 739815, covered by Council Clerk's Certificate No. 6009 of 1988. 5th February

8. Identity of Easement or Restriction EIGHTHLY referred to in above-mentioned Plan: Easement to Drain Water 2 wide

Schedule of Lots, etc. affected

Lots Burdened	Lots, Name of Road, or Authority Benefited
710	711, 712, 713, 714, 715, 716
711	712, 713, 714, 715, 716
712	713, 714, 715, 716
713	714, 715, 716
714	715, 716
715	716
716	717
718	718, 717
719	719, 718, 717
720	

PART 2

1. Terms of Easement for Electricity Purposes 2.75 Wide Secondly referred to in the above-mentioned Plan:

An Easement for the transmission of Electricity and for that purpose to install all necessary equipment (including transformers and underground transmission masts, wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by THE PROSPECT COUNTY COUNCIL to enter into and upon the said Easement or any part thereof at all reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that THE PROSPECT COUNTY COUNCIL and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said Easement and will restore that surface as nearly as practicable to its original condition.

Name of person empowered to release vary or modify Easement for Electricity Purposes 2.75 Wide Secondly referred to in the above-mentioned Plan:

THE PROSPECT COUNTY COUNCIL its successors and assigns.

2. Terms of Restriction as to User Thirdly referred to in the above-mentioned Plan:

(a) Not more than one main building shall be erected or permitted to remain on any of the lots hereby burdened.

(b) No walls of any such building shall be of any material other than brick, stone, glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportions of timber so used in relation

REGISTERED
 22/2/1988

Al Edwards
Lord Hargrave

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT, 1919**

PART 1
 Sheet 4 of 6 Sheets

Lengths are in metres

Plan: DP 773730
 Subdivision of Lot 566 in Deposited Plan No. 739815, covered by Council Clerk's Certificate No. 6009 of 1988. 5th February

(c) No building shall be erected on any lot hereby burdened having a roof of any material other than terra cotta or cement tiles or such other material as shall be approved in writing by Edensor Park Co. Pty. Limited and/or Raymond Anthony Begovich.

(d) No main building shall be erected on any lot hereby burdened with an internal floor area of less than 110 square metres.

(e) No fence shall be erected on any of the lots hereby burdened to divide the same from the adjoining land owned by Edensor Park Co. Pty. Limited and/or Raymond Anthony Begovich but such consent shall not be withheld if the fence shall be erected without the consent of Edensor Park Co. Pty. Limited and/or Raymond Anthony Begovich and in favour of any person dealing with a transferee of any of the said lots hereby burdened such consent as aforesaid shall be deemed to have been given in respect of any fence for the time being erected.

(f) That except where otherwise required by any Public Body or Authority no sanitary convenience erected or permitted to remain on any of the lots hereby burdened shall be detached or separated from any main building erected thereon.

(g) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of person empowered to release vary or modify Restriction as to User Thirdly referred to in the above-mentioned Plan:

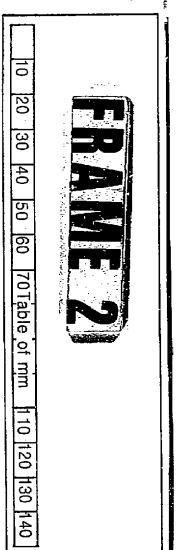
Edensor Park Co. Pty. Limited of Suite 1, 150 Merrylands Road, Merrylands for such time it remains the registered proprietor of any Lot in the Plan of Subdivision Benefited by the said Restriction as to User and thereafter by the person or persons in whom the legal estate in fee simple in any such Lot is for the time being vested provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

4. Terms of Restriction as to User Fourthly referred to in the above-mentioned Plan:

No fence shall be erected on the land hereby burdened without the consent of the Fairfield City Council provided that such consent shall not be withheld by the Council if the fence complies in all respects with the Council's Fencing Code as current from time to time.

REGISTERED
 25/2/1988

Al Edwards
Lord Hargrave



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 125th February, 1988



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT, 1919

Lengths are in metres
 PART 1
 Sheet 1 of 6 sheets

Plan: DP773720

Full Name and Address of Proprietors of the Land
 Subdivision of Lot 566 in Deposited Plan No. 739815, covered by Council Clerk's Certificate No. 6009 of 1988. 5th February
 EDENSON PARK CO. PTY. LIMITED a Company duly incorporated and having its registered office at Suite 1, 150 Merrimands Road, Merrylands and RAYMOND ANDHOW BROSZUCH.

1. Identity of Easement or Restriction firstly referred to in above-mentioned Plan:
 Schedule of Lots, etc. affected
 Easement to Drain Water 1.5 Wide

Lots Burdened	Lots, Name of Road, or Authority Benefited
729	729, 730
728	728, 729, 730
727	727, 728, 729, 730
726	726, 727, 728, 729, 730
725	723, 725, 726, 727, 728, 729, 730
724	728, 707
739	707, 708, 709
709	707, 708, 709
710	706, 706
705	704, 705, 706
704	703, 704, 705, 706
702	702, 703, 704, 705, 706,
701	

2. Identity of Easement or Restriction Secondly Referred to in above-mentioned Plan:
 Schedule of Lots, etc. affected
 Easement for Electricity Purposes 2.75 Wide

3. Identity of Easement or Restriction Thirdly referred to in above-mentioned Plan:
 Schedule of Lots, etc. affected
 Restriction as to User

Each and every Lot except Lot 740
 Each and every other Lot except Lot 740

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT, 1919

Lengths are in metres
 PART 1
 Sheet 2 of 6 Sheets

Plan: DP773720

Subdivision of Lot 566 in Deposited Plan No. 739815 covered by Council Clerk's Certificate No. 6009 of 1988. 5th February
 Identity of Easement or Restriction Fourthly referred to in above-mentioned Plan:
 Restriction as to User

4. Identity of Easement or Restriction Fourthly referred to in above-mentioned Plan:
 Schedule of Lots, etc. affected
 Name of Authority Benefited

Lots Burdened	Name of Authority Benefited
730, 733, 738, 720, 721	THE COUNCIL OF THE CITY OF FAIRFIELD
737, 739	

5. Identity of Easement or Restriction Fifthly referred to in above-mentioned Plan:
 Schedule of Lots, etc. affected
 Name of Authority Benefited

Lots Burdened	Name of Authority Benefited
710 to 722 Inclusive	THE COUNCIL OF THE CITY OF FAIRFIELD

6. Identity of Easement or Restriction Sixthly referred to in above-mentioned Plan:
 Schedule of Lots, etc. affected
 Name of Authority Benefited

Lots Burdened	Name of Authority Benefited
710 to 722 Inclusive	THE COUNCIL OF THE CITY OF FAIRFIELD

7. Identity of Easement or Restriction Seventhly referred to in above-mentioned Plan:
 Schedule of Lots etc. affected
 Name of Road or Authority Benefited

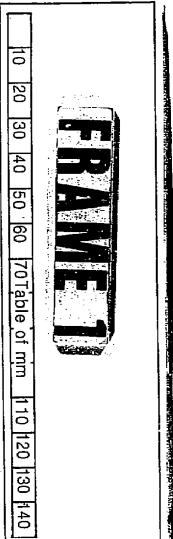
Each and every Lot except Lot 740
 Compositure Road and The Council of the City of Fairfield

REGISTERED
 (A 22-3-1988)

M. B. Brown
Robert Brown

REGISTERED
 (A 22-3-1988)

M. B. Brown
Robert Brown



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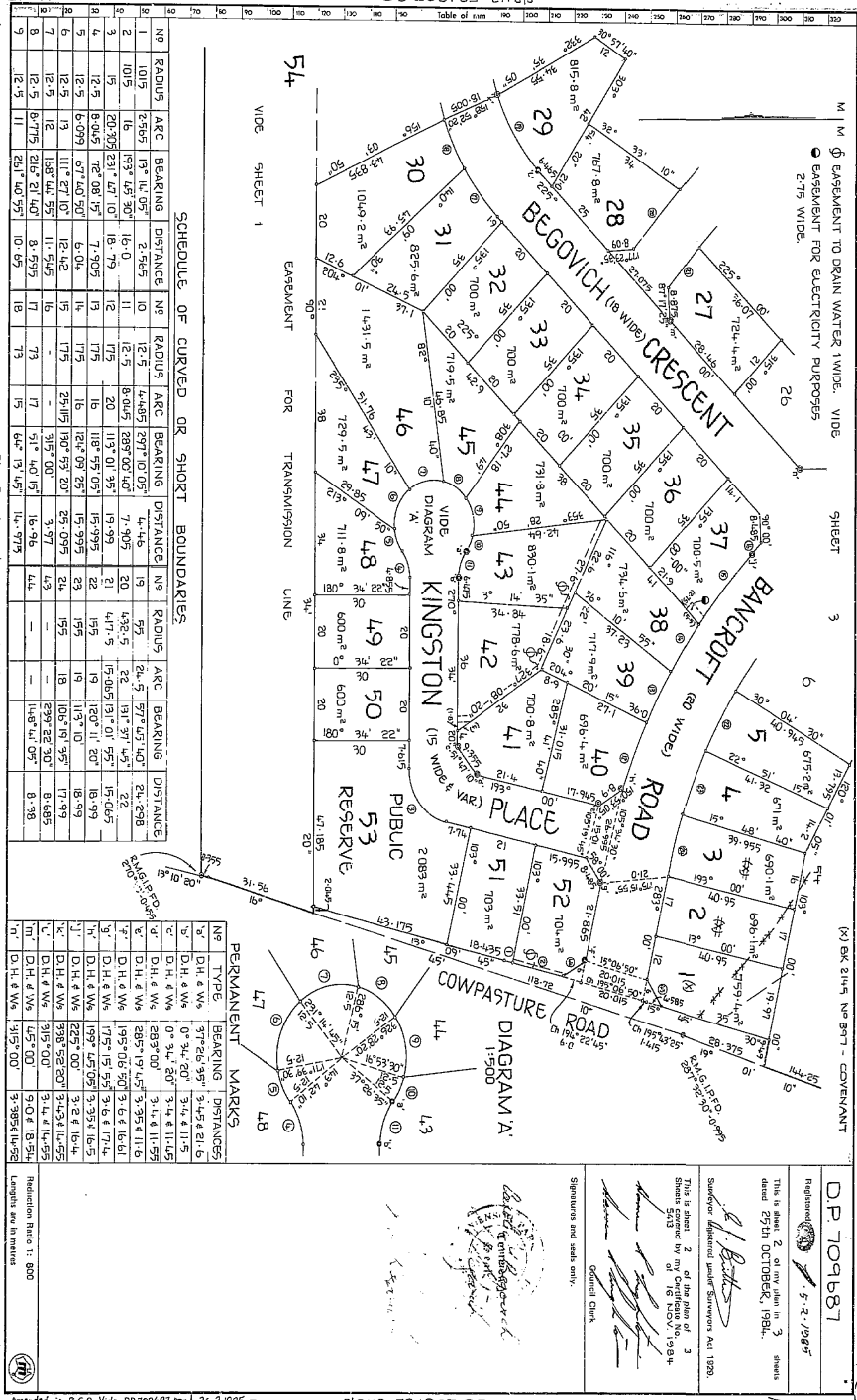


PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY



SCHEDULE OF CURVED OR SHORT BOUNDARIES

NO	RADIUS	ARC BEARING	DISTANCE	NO	RADIUS	ARC BEARING	DISTANCE	NO	RADIUS	ARC BEARING	DISTANCE
1	1015	13° 14' 05"	2.565	10	12.5	111° 01' 35"	1.993	19	577.05	140° 24' 28"	2.2
2	1015	13° 14' 30"	16.0	11	12.5	111° 01' 35"	1.993	20	432.5	140° 24' 28"	2.2
3	15	20° 30' 23"	1.271	12	12.5	111° 01' 35"	1.993	21	191.97	140° 24' 28"	2.2
4	15	20° 30' 23"	1.271	13	12.5	111° 01' 35"	1.993	22	191.97	140° 24' 28"	2.2
5	12.5	8° 04' 5"	6.04	14	12.5	111° 01' 35"	1.993	23	191.97	140° 24' 28"	2.2
6	12.5	8° 04' 5"	6.04	15	12.5	111° 01' 35"	1.993	24	191.97	140° 24' 28"	2.2
7	12.5	11° 27' 10"	12.42	16	12.5	111° 01' 35"	1.993	25	191.97	140° 24' 28"	2.2
8	12.5	11° 27' 10"	12.42	17	12.5	111° 01' 35"	1.993	26	191.97	140° 24' 28"	2.2
9	12.5	8° 7' 15"	8.595	18	12.5	111° 01' 35"	1.993	27	191.97	140° 24' 28"	2.2
				19	12.5	111° 01' 35"	1.993	28	191.97	140° 24' 28"	2.2
				20	12.5	111° 01' 35"	1.993	29	191.97	140° 24' 28"	2.2
				21	12.5	111° 01' 35"	1.993	30	191.97	140° 24' 28"	2.2
				22	12.5	111° 01' 35"	1.993	31	191.97	140° 24' 28"	2.2
				23	12.5	111° 01' 35"	1.993	32	191.97	140° 24' 28"	2.2
				24	12.5	111° 01' 35"	1.993	33	191.97	140° 24' 28"	2.2
				25	12.5	111° 01' 35"	1.993	34	191.97	140° 24' 28"	2.2
				26	12.5	111° 01' 35"	1.993	35	191.97	140° 24' 28"	2.2
				27	12.5	111° 01' 35"	1.993	36	191.97	140° 24' 28"	2.2
				28	12.5	111° 01' 35"	1.993	37	191.97	140° 24' 28"	2.2
				29	12.5	111° 01' 35"	1.993	38	191.97	140° 24' 28"	2.2
				30	12.5	111° 01' 35"	1.993	39	191.97	140° 24' 28"	2.2
				31	12.5	111° 01' 35"	1.993	40	191.97	140° 24' 28"	2.2
				32	12.5	111° 01' 35"	1.993	41	191.97	140° 24' 28"	2.2
				33	12.5	111° 01' 35"	1.993	42	191.97	140° 24' 28"	2.2
				34	12.5	111° 01' 35"	1.993	43	191.97	140° 24' 28"	2.2
				35	12.5	111° 01' 35"	1.993	44	191.97	140° 24' 28"	2.2
				36	12.5	111° 01' 35"	1.993	45	191.97	140° 24' 28"	2.2
				37	12.5	111° 01' 35"	1.993	46	191.97	140° 24' 28"	2.2
				38	12.5	111° 01' 35"	1.993	47	191.97	140° 24' 28"	2.2
				39	12.5	111° 01' 35"	1.993	48	191.97	140° 24' 28"	2.2
				40	12.5	111° 01' 35"	1.993	49	191.97	140° 24' 28"	2.2
				41	12.5	111° 01' 35"	1.993	50	191.97	140° 24' 28"	2.2
				42	12.5	111° 01' 35"	1.993	51	191.97	140° 24' 28"	2.2
				43	12.5	111° 01' 35"	1.993	52	191.97	140° 24' 28"	2.2
				44	12.5	111° 01' 35"	1.993	53	191.97	140° 24' 28"	2.2
				45	12.5	111° 01' 35"	1.993	54	191.97	140° 24' 28"	2.2

AMENDMENT'S AND/OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

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Reduction Ratio: 1: 800
 Lengths are in metres.

STATIONERS REFERENCE: 2117/1

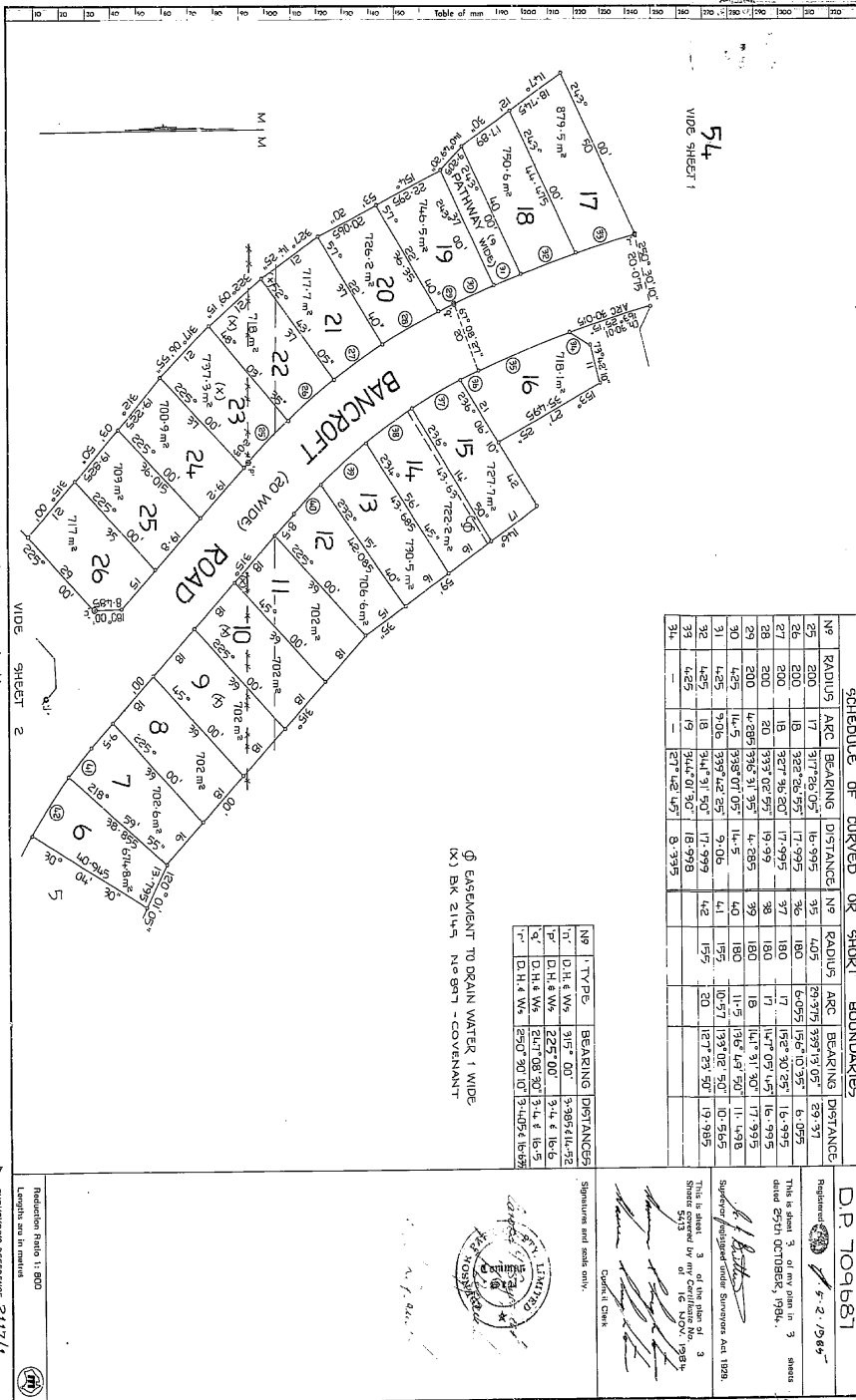
Amended in R.G.O. Vide DP709687 pgs 26-2 1985

PLSHE T88POT 9D

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CHASING OR HOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



SCHEDULE OF CURVED OR SHORT BOUNDARIES			
Nº	RADIUS	ARC BEARING	DISTANCE
25	200	317°28'05"	16.995
26	200	322°28'55"	17.995
27	200	327°29'45"	18.995
28	200	332°30'35"	19.995
29	200	337°31'25"	20.995
30	425	144°5'38"	14.5
31	425	149°5'38"	15.5
32	425	154°5'38"	16.5
33	425	159°5'38"	17.5

DISTANCES			
Nº	TYPE	BEARING	DISTANCE
10'	D.H. & W.S.	315° 00'	3.985414-32
11'	D.H. & W.S.	225° 00'	3.44 & 16.5
12'	D.H. & W.S.	210° 00' 30"	3.44 & 16.5
13'	D.H. & W.S.	250° 30' 10"	3.4405416-35

Ø EASEMENT TO DRAIN WATER 1 WIDE
 (X) BK 2145 No 977 - COVENANT

AMENDMENTS AND/OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

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Signature and date only.
 DP 709687
 Registered 5.2.1985
 This is sheet 3 of any plan in 3 sheets dated 25th October, 1984.
 This is sheet 3 of the plan in 3 sheets dated 16 NOV 1984.
 Registrar General, New South Wales, Sydney, Australia, 1985
 Shire 5213
 127 53 30
 19-785

Reduction Ratio 1:800
 Lengths in Meters
 Surveyors Reference 2117/1

Amended DP 709687 BH 313

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	10	20	30	40	50	60	70	140
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1919. (Sheet 3 of 4 Sheets)
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES
DIVERSIFIED TO BE CREATED PURSUANT TO SECTION 88B OF THE COMPROMISING ACT

1919.
Subdivision of lot 53 in Deposited Plan No. 701121, Folio Identifier 53/701121 covered by Council Clerk's Certificate No. of 199

Plan DP709687

2

Registrar General this day, 24th May, 1991

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 24th May, 1991

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES
DIVERSIFIED TO BE CREATED PURSUANT TO SECTION 88B OF THE COMPROMISING ACT

1919. (Sheet 3 of 4 Sheets)
Subdivision of lot 53 in Deposited Plan No. 701121, Folio Identifier 53/701121 covered by Council Clerk's Certificate No. of 199

Plan DP709687

PART 2.

3. Terms of Restriction as to User Thirdly referred to in the above-mentioned plan.
- No fence shall be erected along the street frontage of the lot hereby burdened without the consent of the Fairfield City Council provided that such consent shall not be withheld by the Council if the fence complies in all respects with the Council's Planning Code as current from time to time.
- None of persons empowered to release vary or modify restriction as to User Thirdly referred to in the above-mentioned plan.
- The Council of the City of Fairfield its successors and assigns.
4. Terms of Restriction as to User Fourthly referred to in the above-mentioned plan.
- (a) Not more than one main building shall be erected or permitted to remain on any of the lots hereby burdened.
- (b) No walls of any such building shall be of any material other than brick, stone or timber or any combination of the same provided that timber shall not be used in exterior walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportions of the timber so used in relation to the total external wall area shall not exceed 25% thereof provided that nothing herein contained shall prevent or prohibit a building having the inner frame area of its external walls constructed of timber or other materials with an external brick face or veneer.
- (c) No building shall be erected on any lot hereby burdened having roof of any material other than terra cotta or cement tiles.
- (d) No main building shall be erected on any lot hereby burdened with an internal floor area of less than 110 square metres.
- (e) No fence shall be erected on any of the lots hereby burdened to divide the same from the adjoining land owned by the registered proprietor of such consent without the consent of the registered proprietor of the land to be divided. The consent shall be withheld if the fence shall be erected without consent to the registered proprietor and in favour of any person dealing with a transferee of any of the said lots hereby burdened such consent as aforesaid shall be deemed to have been given in respect of any fence for the time being erected.
- (f) That except where otherwise required by any Public Body or Authority no sanitary conveniences erected or permitted to remain on any of the lots hereby burdened shall be detached or separated from any main building erected thereon.

DP709687

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES
DIVERSIFIED TO BE CREATED PURSUANT TO SECTION 88B OF THE COMPROMISING ACT

1919. (Sheet 4 of 4 Sheets)
Subdivision of lot 53 in Deposited Plan No. 701121, Folio Identifier 53/701121 covered by Council Clerk's Certificate No. of 199

Plan DP709687

PART 2.

- (g) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- None of persons empowered to release vary or modify restriction as to User Fourthly referred to in the above-mentioned plan.
- Barmond Anthony Joseph of Lot 5a Compartment Road, Bakers Bay and Bakers Bay Company Pty. Limited of Suite 1, 150 Marylands Road, Merrylands is the person or persons in whom the registered pro-rectors as to User in character by the Subdivision benefited by the said restriction as to User in any such lot as for the time being vested provided that any such release variation or modification shall be approved by main and done in all respects at the cost and expense of the person requesting such release variation or modification.
5. Terms of Restriction as to User Fifthly referred to in the above-mentioned plan.
- No means of access to or from the land hereby burdened shall be obtained constructed or provided or from Compartment Road and all facing on the land hereby burdened shall be leaved, capped and finished paving kerbside.
- None of persons empowered to release vary or modify restriction as to User Fifthly referred to in the above-mentioned plan.
- The Council of the City of Fairfield its successors and assigns.
- STATED in my presence by the said BARMOND ANTHONY JOSEPH and in presence known to me:
- 1919.
- THE COMMON SEAL OF BIRMINGHAM COMPANY PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:
- Secretary
- DP709687

1919.

THE COMMON SEAL OF BIRMINGHAM COMPANY PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Secretary



DP709687



10	20	30	40	50	60	70	Table of mm	10	20	30	40
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 24th May, 1991

ANNEXURE TO INSTRUMENT (888)
 As Mortgagee under Mortgage Nos V469120, No 3059 Book 647 Westpac Banking Corporation hereby consents to the within instrument.
 Dated at Sydney this 24th day of November 1992

WESTPAC BANKING CORPORATION
 By its attorney
 the duly authorized
 Attorney who is
 personally known to me
 L. OLIVIA KILPATRICK
 28/11/92

WESTPAC BANKING CORPORATION
 By its attorney
 the duly authorized
 Attorney who is
 personally known to me
 L. OLIVIA KILPATRICK
 28/11/92

INSTRUMENT SETTING OUT INTERESTS CREATED
 PURSUANT TO SECTION 88A, COMPANIES ACT
 1915, LODGED WITH
 52/1585
 28/109687

AMENDMENTS AND/OR ADDITIONS MADE ON
 PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 24th May, 1991

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
 INTENDING TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
 1919

Plan DP709687
 (Sheet 1 of 4 Sheets)
 Subdivision of Lot 53 in Deposited Plan
 No. 701121, Folio 184m/121
 covered by Council Clerk's Certificate
 No. 5415 of 1994

Full name and address of
 proprietor of the land
 RAYMOND ANTHONY BEGGICH of Lot B
 Copacabana Road, Belmont Park and
 BONSOR PARK CO. PTY. LIMITED, Suite 1,
 150 Marylands Road, Marylands.

PART 1.

1. Identity of Easement or
 Restriction fitfully referred
 to in above-mentioned plan:
 Easement to Drain Water 1 wide

Lots Burdened	Lots Benefited
14	54
42	38,39,43,44
43	38,40
52	51

2. Identity of Easement or
 Restriction fitfully referred
 to in above-mentioned plan:
 Easement for Electricity purposes
 2-75 wide

Lots Burdened	Name of Authority Benefited
37	The Prospect County Council

3. Identity of Easement or
 Restriction fitfully referred
 to in above-mentioned plan:
 Schedule of Lots, etc. affected
 Name of Authority Benefited
 PARRIBEE CITY COUNCIL

Lots Burdened
1
16
18 & 19
26 & 27
28
37
40 & 41
50, 51 & 52

DP709687

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
 INTENDING TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
 1919

Plan DP709687
 (Sheet 2 of 4 Sheets)
 Subdivision of Lot 53 in Deposited Plan
 No. 701121, Folio 184m/121
 covered by Council Clerk's Certificate
 No. 198

PART 1.

4. Identity of Easement or
 Restriction fitfully referred
 to in above-mentioned plan:
 Restriction as to User

Lots Burdened	Lots Benefited
Each lot of 1 to 52	Same as every lot excepting Lots 53 and 54

5. Identity of Easement or
 Restriction fitfully referred
 to in above-mentioned plan:
 Restriction as to User

Lots Burdened	Name of Authority Benefited
1, 51 & 52	PARRIBEE CITY COUNCIL

PART 2.

2. Terms of Easement for Electricity Purposes 2.75 wide, secondly referred to in
 the above-mentioned plan:

Full and free right leave liberty and license for the Prospect County Council
 and its successors to install all necessary equipment for electricity purposes
 (including transformers and underground transmission wires, wires and cables)
 together with the right to come and go for the purpose of inspecting maintaining
 repairing, replacing and/or removing such equipment and every person authorised
 by the Prospect County Council to enter into and upon the servant tenement or
 any part thereof at all reasonable times and to remain there for any reasonable
 time with surveyors, workmen, vehicles, things or persons and to bring and place
 and leave thereon all necessary materials, machinery,
 implements and things provided that the Prospect County Council and the persons
 authorised by it will take all reasonable precautions to ensure as little
 disturbance as possible to the surface of the servant tenement and will restore
 that surface as nearly as practicable to its original condition.

Name of person empowered to release vary or modify easement secondly referred to
 in the above-mentioned plan:
 The Prospect County Council its successors and assigns.

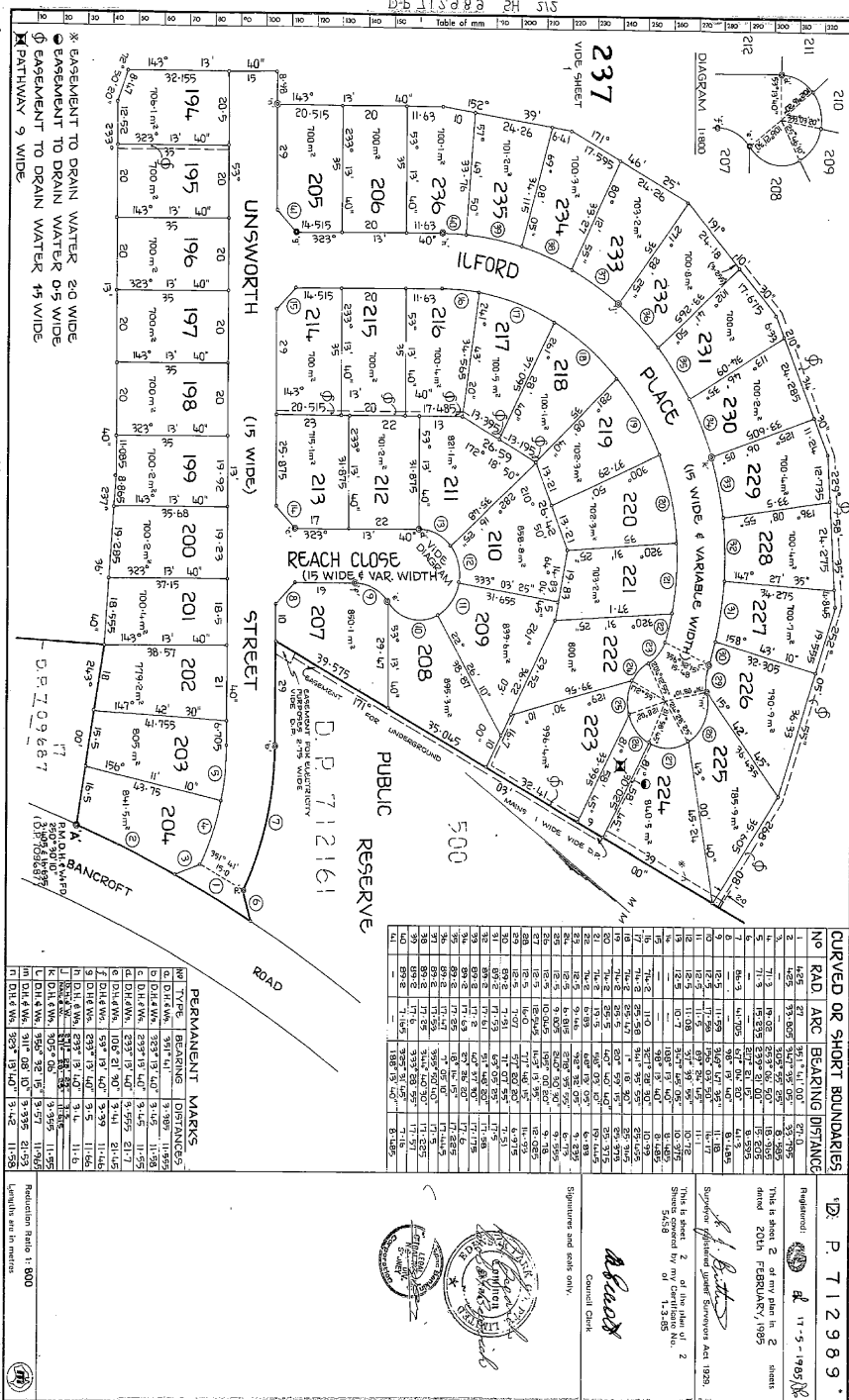
DP709687

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



NO	CURVED OR SHORT BOUNDARIES	RAD	ARC BEARING DISTANCE
1	1425	27	351.11, 102° 27' 0
2	1425	33	327.95, 95° 33' 795
3	1425	33	327.95, 95° 33' 795
4	1425	33	327.95, 95° 33' 795
5	1425	33	327.95, 95° 33' 795
6	1425	33	327.95, 95° 33' 795
7	1425	33	327.95, 95° 33' 795
8	1425	33	327.95, 95° 33' 795
9	1425	33	327.95, 95° 33' 795
10	1425	33	327.95, 95° 33' 795
11	1425	33	327.95, 95° 33' 795
12	1425	33	327.95, 95° 33' 795
13	1425	33	327.95, 95° 33' 795
14	1425	33	327.95, 95° 33' 795
15	1425	33	327.95, 95° 33' 795
16	1425	33	327.95, 95° 33' 795
17	1425	33	327.95, 95° 33' 795
18	1425	33	327.95, 95° 33' 795
19	1425	33	327.95, 95° 33' 795
20	1425	33	327.95, 95° 33' 795
21	1425	33	327.95, 95° 33' 795
22	1425	33	327.95, 95° 33' 795
23	1425	33	327.95, 95° 33' 795
24	1425	33	327.95, 95° 33' 795
25	1425	33	327.95, 95° 33' 795
26	1425	33	327.95, 95° 33' 795
27	1425	33	327.95, 95° 33' 795
28	1425	33	327.95, 95° 33' 795
29	1425	33	327.95, 95° 33' 795
30	1425	33	327.95, 95° 33' 795
31	1425	33	327.95, 95° 33' 795
32	1425	33	327.95, 95° 33' 795
33	1425	33	327.95, 95° 33' 795
34	1425	33	327.95, 95° 33' 795
35	1425	33	327.95, 95° 33' 795
36	1425	33	327.95, 95° 33' 795
37	1425	33	327.95, 95° 33' 795
38	1425	33	327.95, 95° 33' 795
39	1425	33	327.95, 95° 33' 795
40	1425	33	327.95, 95° 33' 795
41	1425	33	327.95, 95° 33' 795
42	1425	33	327.95, 95° 33' 795
43	1425	33	327.95, 95° 33' 795
44	1425	33	327.95, 95° 33' 795
45	1425	33	327.95, 95° 33' 795
46	1425	33	327.95, 95° 33' 795
47	1425	33	327.95, 95° 33' 795
48	1425	33	327.95, 95° 33' 795
49	1425	33	327.95, 95° 33' 795
50	1425	33	327.95, 95° 33' 795

12. P 712989

Registered: A 175-1985

This is sheet 2 of any part in 2 sheets dated 20th FEBRUARY, 1985

Signature of Applicant under Surveyors Act 1983: *[Signature]*

This is sheet 2 of the total of 2 sheets covered by my Certificate No. 5418 of 1.3.85

Signature and seal only: *[Signature]*
 Council Clerk

Reduction Scale: 1:800
 Symbols are in meters

SURVEYORS REFERENCE: 2117/2A

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10	30	40	60	80	100	120	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 30th June, 1988

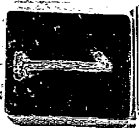


D.P. 115889 2H 515

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 28th May, 1991



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Sheet 1 of 3 Sheets

PART 1

Lengths are in metres

Plan DP121989

Subdivision of Lot 54 in Deposited Plan No. 709687, Folio Identifier 54749987 20/12/16/1 covered by Council Clerk's Certificate No. 5458 of 1985

Full name and address of Proprietors of the Land

EDENSOR PARK CO. PTY. LIMITED a Company duly incorporated and having its registered office at Suite 1, 150 Henrylands Road, Henrylands

1. Identity of easement or restriction firstly referred to in above-mentioned plan:

Easement to Drain Water 0.5 wide

Schedule of lots, etc. affected

Lots, name of road, or Authority benefited

Fairfield City Council

2. Identity of easement or restriction secondly referred to in above-mentioned plan:

Easement to drain water 1.5 wide

Schedule of lots, etc. affected

Lots, name of road, or Authority benefited

224

3. Identity of easement or restriction thirdly referred to in above-mentioned plan:

Restriction as to User

Schedule of lots, etc. affected

Lots, name of road, or Authority benefited

FAIRFIELD CITY COUNCIL

213, 216, 217, 218, 219
 214
 215
 216
 217, 218, 219
 218, 219
 219
 222, 208, 209
 225, 226, 227, 228, 229, 230, 231, 232

4. Identity of easement or restriction fourthly referred to in above-mentioned plan:

Restriction as to User

Schedule of lots, etc. affected

Lots, name of road, or Authority benefited

FAIRFIELD CITY COUNCIL

204, 205, 207, 208
 213, 214, 223, 224

Lots burdened

194 to 236

A. H. Brown
Deputy Registrar

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Sheet 2 of 3 Sheets

PART 2

Lengths are in metres

Plan DP121989

Subdivision of Lot 54 in Deposited Plan No. 709687, Folio Identifier 54749987 20/12/16/1 covered by Council Clerk's Certificate No. 5458 of 1985

5. Identity of easement or restriction firstly referred to in above-mentioned plan:

Easement to Drain Water 2 wide

Schedule of lots, etc. affected

Lots, name of road, or Authority benefited

Fairfield City Council

1. Terms of Restriction as to User thirdly referred to in the above-mentioned plan

No fence shall be erected on the land hereby burdened without the consent of the Fairfield City Council provided that such consent shall not be withheld by the Council if the fence complies in all respects with the Council's Fencing Code as current from time to time.

Name of person empowered to release vary or modify Restriction as to User firstly referred to in the above-mentioned plan:

The Council of the City of Fairfield its successors and assigns.

2. Terms of Restriction as to User fourthly referred to in the above-mentioned plan

(a) Not more than one main building shall be erected or permitted to remain on any of the lots hereby burdened.

(b) No walls of any such building shall be of any material other than brick, stone, glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportions of timber so used in relation to the total external wall area shall not exceed 25% thereof provided that nothing herein contained shall preclude or prohibit a building having the inner frame area of its external walls constructed of timber or other materials with an external brick face of veneer.

(c) No building shall be erected on any lot hereby burdened having a roof of any material other than terra cotta or cement tiles.

(d) No main building shall be erected on any lot hereby burdened with an internal floor area of less than 110 square metres.

(e) No fence shall be erected on any of the lots hereby burdened to divide the same from the adjoining land owned by Edensor Park Co. Pty. Limited without the consent of the Edensor Park Co. Pty. Limited but such consent shall not be withheld if the fence shall be erected without expense to the Edensor Park Co. Pty. Limited and in favour of any person dealing with a transferee of any of the said lots hereby burdened such consent as aforesaid shall be deemed to have been given in respect of any fence for the time being erected.

A. H. Brown
Deputy Registrar

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND AND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 28th May, 1991



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.
 Sheet 3 of 3 Sheets

Lengths are in metres
 Plan DP712989

PART 2
 301
 Subdivision of Lot 54, in Deposited Plan No. 70009, Folio Identifier 844444444, covered by Council Clerk's Certificate No. 54-53 of 1985

(E) That except where otherwise required by any Public Body or Authority no sanitary convenience erected or permitted to remain on any of the lots hereby burdened shall be detached or separated from any main building erected thereon.

(F) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of person empowered to release vary or modify Restriction as to User fourthly referred to in the abovementioned plan:

Edensor Park Company Pty. Limited of Suite 1, 150 Merrylands Road, Merrylands
 for such time as it remains the registered proprietor of any Lot in the plan of subdivision benefited by the said Restriction as to User and thereafter by the person or persons in whom the legal estate in fee simple in any such Lot is for the time being vested provided that any such release variation or modification shall be approved by made and done in all respects at the cost and expense of the person requesting such release variation or modification.



THE COMMON SEAL OF EDENSOR PARK COMPANY PTY. LIMITED (which was hereunto affixed by authority of the Board of Directors in the presence of:
Robert J. Bergin
 Secretary

As Mortgagee under Mortgage No. W49120/1985 of WESTPAC BANKING CORPORATION hereby consents to the within instrument. Dated at Sydney this 28th day of APRIL 1985.

Signed Sealed and Delivered for and on behalf of WESTPAC BANKING CORPORATION
 by its Attorney

by MICHAEL ROSEAL GRAY
 its duly constituted Attorney who is personally known by me
Robert J. Bergin
 Road Manager Legal, New South Wales Division

Robert J. Bergin
Robert J. Bergin

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LODGED WITH DP712989

17-5-1985

KT/15066

DP 717620

PLAN FORM 2
 Signatures and seals only.

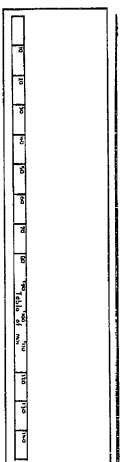
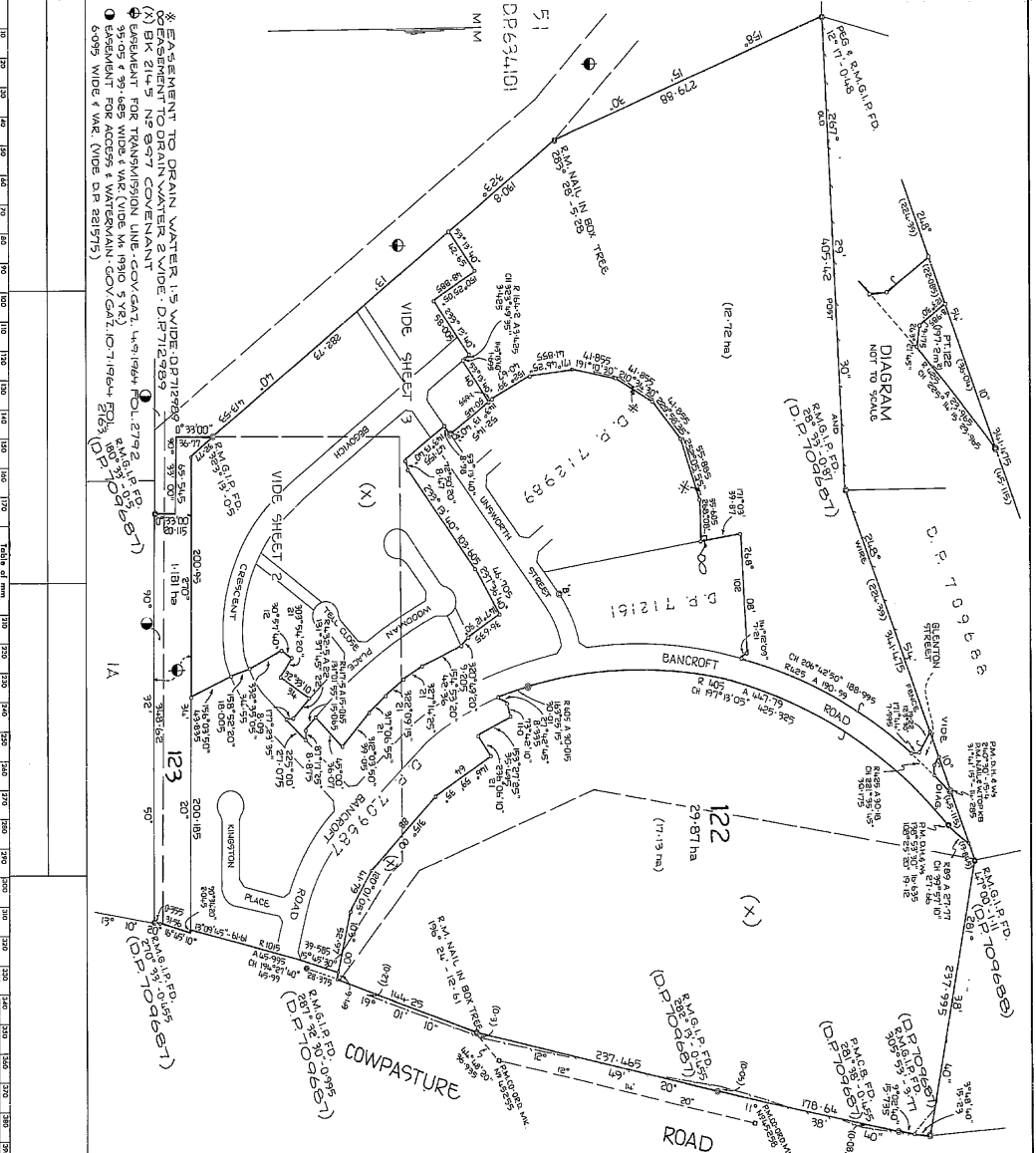


ASPIAC BAKING CORPORATION
 by its Attorney
 and hereby states in the file of this planning this
 instrument to be in force in accordance with the
 provisions of the Planning Act 1981 and the
 provisions of the Planning Regulation 1982 and
 the instrument of which this is a part.

As per sealed and delivered
 in the presence of
 MICHAEL FOSTER GRAY

Control Clerk's Certificate
 I hereby certify that the requirements of the Local Government Act, 1989
 and the requirements for the registration of
 instruments of this kind have been complied with
 and the instrument is in accordance with the
 provisions of the Planning Act, 1981 and the
 provisions of the Planning Regulation 1982 and
 the instrument of which this is a part.

Signature
 M.P.D.



WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 21st October, 1988



Signature reference: 2117/28

• OFFICE USE ONLY

Registral: **D.P. 717620**
 CA: **№ 5743 OF 12-9-1985**
 This System: **TORRENS**
 Purpose: **SUBDIVISION**
 Ref. Map: **U8245-2# e 5#**
 Last Plan: **D.P. 712989**

PLAN OF SUBDIVISION OF LOT 237 - D.P. 712989

Reduction Ratio: 1:2500
 Lengths are in meters

City: **FAIRFIELD**
 Locality: **ABBOTSBURY**
 Parish: **MELVILLE**
 County: **CLIMBERLAND**

This is sheet 1 of a plan in 3 sheets
 (Indicate if appropriate)

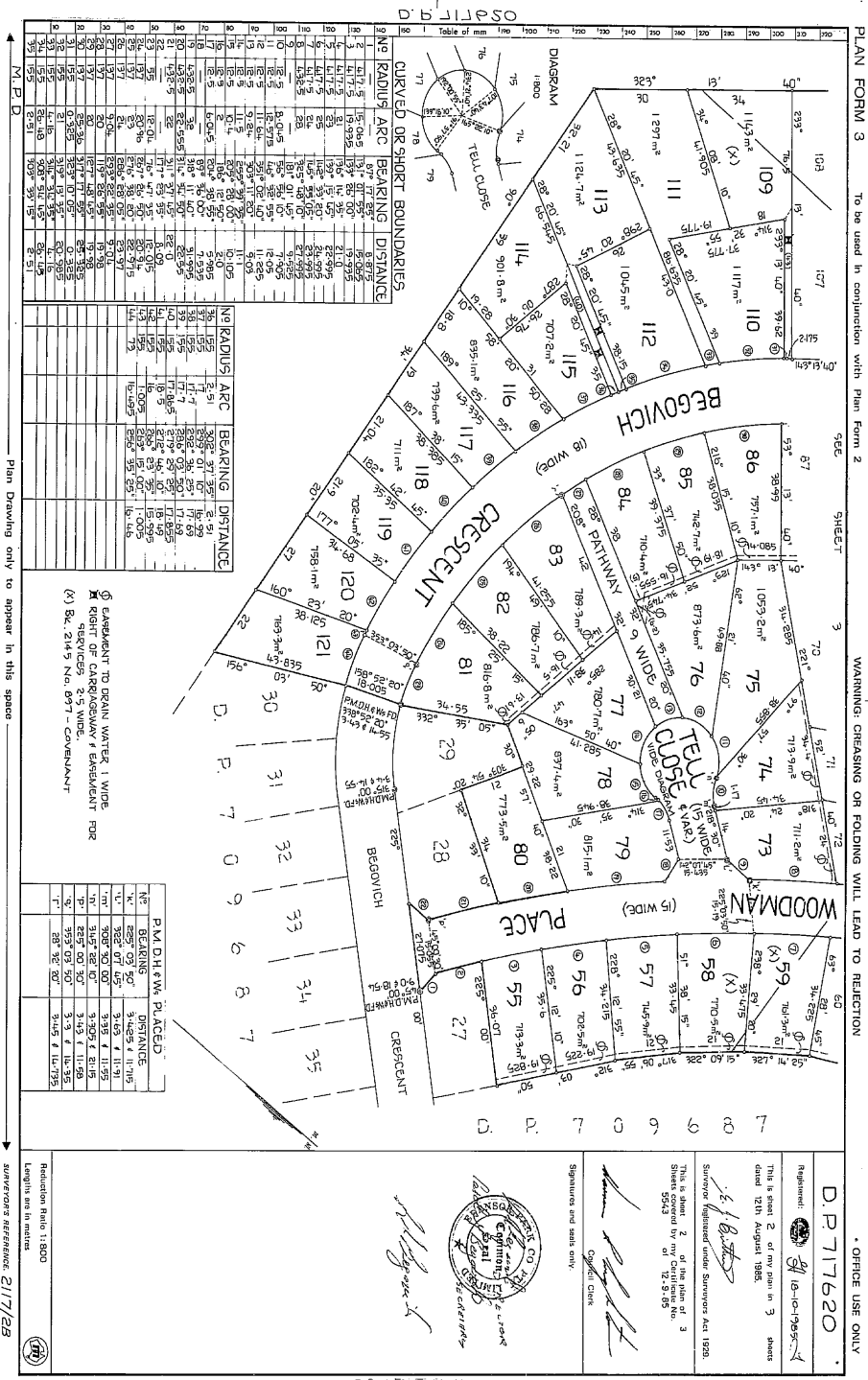
1. **ERNEST JAMES BRITTON**
 of 85 THE BELLAIR, FAIRFIELD, NEW SOUTH WALES
 is the owner of the land shown in the above instrument in the
 name of the above named party. The above instrument is a
 plan of subdivision of land under the Torrens system of title
 and is in accordance with the provisions of the Planning Act, 1981
 and the provisions of the Planning Regulation 1982 and the
 instrument of which this is a part.

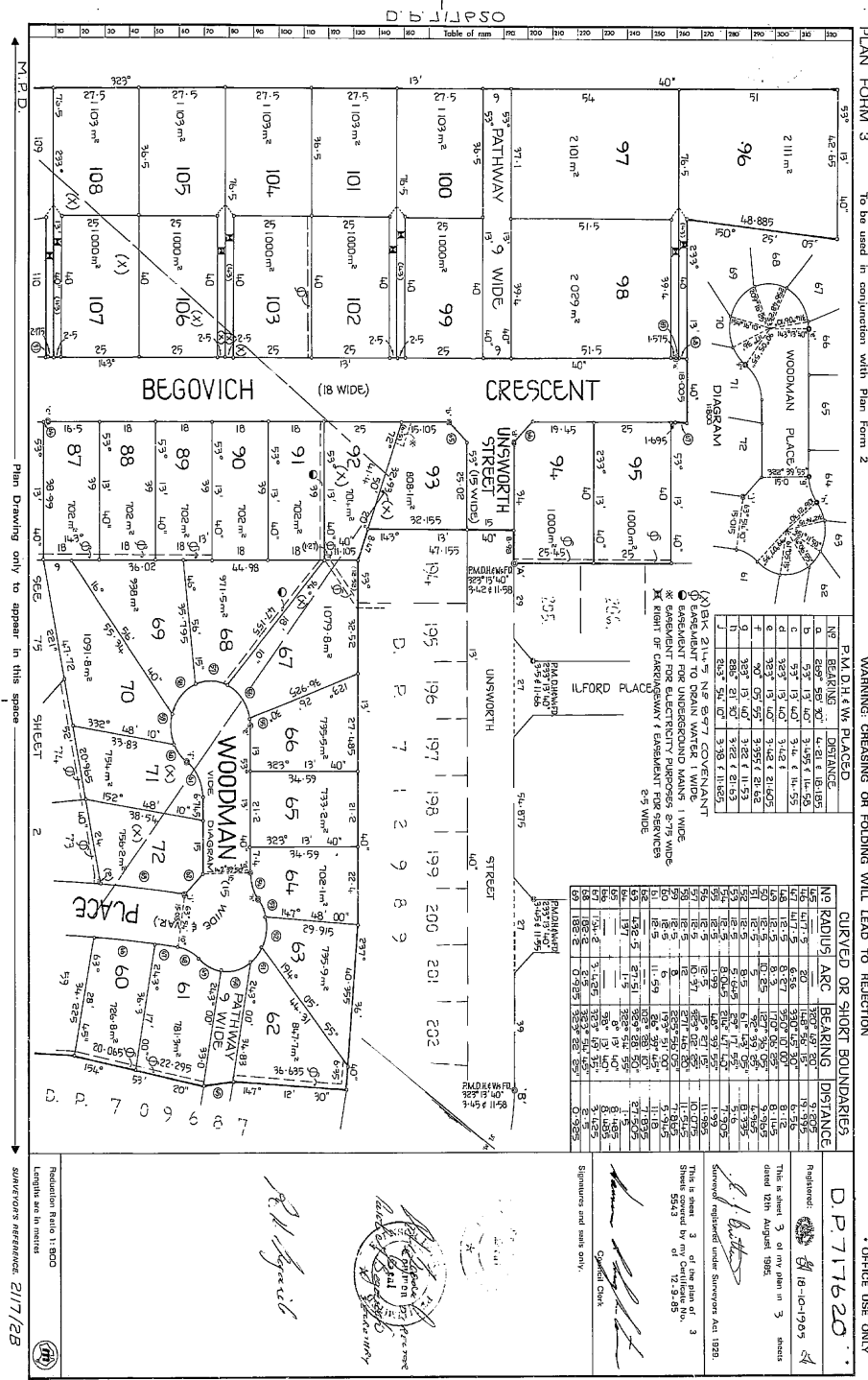
Signature: *Ernest James Britton*
 Date: **21/10/88**
 State or other (T, N, S, C): **New South Wales**

Panel for use only for statements of intention
 over, change reserves, easements or restrictions

NOTE:
 THIS IS INTENDED TO PREDICATE
 UNIMMEDIATE STREET, WOODMAN
 PLACE, TELL CLOSE, BEGGOVICH
 CRESCENT & PATHWAYS 9-0
 WIDE TO THE PUBLIC
 PURSUANT TO SECTION 88B
 OF THE TORRENS SYSTEM OF
 TITLE AS AMENDED. IT IS INTENDED
 TO CREATE:
 1. EASEMENT TO DRAIN WATER
 2. EASEMENT FOR UNDERGROUND
 3. EASEMENT FOR MAINS 1 WIDE
 4. RIGHT OF PASSAGEWAY & EASEMENT
 5. RESTRICTION AS TO USER
 6. RESTRICTION AS TO USER

Y 0 6 1 9 A 3 A





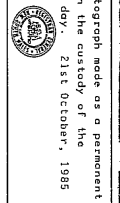
PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CHASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

NO	RADIUS	ARC	BEARING	DISTANCE
1	100.00	0.00	0.00	0.00
2	100.00	0.00	0.00	0.00
3	100.00	0.00	0.00	0.00
4	100.00	0.00	0.00	0.00
5	100.00	0.00	0.00	0.00
6	100.00	0.00	0.00	0.00
7	100.00	0.00	0.00	0.00
8	100.00	0.00	0.00	0.00
9	100.00	0.00	0.00	0.00
10	100.00	0.00	0.00	0.00
11	100.00	0.00	0.00	0.00
12	100.00	0.00	0.00	0.00
13	100.00	0.00	0.00	0.00
14	100.00	0.00	0.00	0.00
15	100.00	0.00	0.00	0.00
16	100.00	0.00	0.00	0.00
17	100.00	0.00	0.00	0.00
18	100.00	0.00	0.00	0.00
19	100.00	0.00	0.00	0.00
20	100.00	0.00	0.00	0.00
21	100.00	0.00	0.00	0.00
22	100.00	0.00	0.00	0.00
23	100.00	0.00	0.00	0.00
24	100.00	0.00	0.00	0.00
25	100.00	0.00	0.00	0.00
26	100.00	0.00	0.00	0.00
27	100.00	0.00	0.00	0.00
28	100.00	0.00	0.00	0.00
29	100.00	0.00	0.00	0.00
30	100.00	0.00	0.00	0.00
31	100.00	0.00	0.00	0.00
32	100.00	0.00	0.00	0.00
33	100.00	0.00	0.00	0.00
34	100.00	0.00	0.00	0.00
35	100.00	0.00	0.00	0.00
36	100.00	0.00	0.00	0.00
37	100.00	0.00	0.00	0.00
38	100.00	0.00	0.00	0.00
39	100.00	0.00	0.00	0.00
40	100.00	0.00	0.00	0.00
41	100.00	0.00	0.00	0.00
42	100.00	0.00	0.00	0.00
43	100.00	0.00	0.00	0.00
44	100.00	0.00	0.00	0.00
45	100.00	0.00	0.00	0.00
46	100.00	0.00	0.00	0.00
47	100.00	0.00	0.00	0.00
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54	100.00	0.00	0.00	0.00
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56	100.00	0.00	0.00	0.00
57	100.00	0.00	0.00	0.00
58	100.00	0.00	0.00	0.00
59	100.00	0.00	0.00	0.00
60	100.00	0.00	0.00	0.00
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68	100.00	0.00	0.00	0.00
69	100.00	0.00	0.00	0.00
70	100.00	0.00	0.00	0.00
71	100.00	0.00	0.00	0.00
72	100.00	0.00	0.00	0.00
73	100.00	0.00	0.00	0.00
74	100.00	0.00	0.00	0.00
75	100.00	0.00	0.00	0.00
76	100.00	0.00	0.00	0.00
77	100.00	0.00	0.00	0.00
78	100.00	0.00	0.00	0.00
79	100.00	0.00	0.00	0.00
80	100.00	0.00	0.00	0.00
81	100.00	0.00	0.00	0.00
82	100.00	0.00	0.00	0.00
83	100.00	0.00	0.00	0.00
84	100.00	0.00	0.00	0.00
85	100.00	0.00	0.00	0.00
86	100.00	0.00	0.00	0.00
87	100.00	0.00	0.00	0.00
88	100.00	0.00	0.00	0.00
89	100.00	0.00	0.00	0.00
90	100.00	0.00	0.00	0.00
91	100.00	0.00	0.00	0.00
92	100.00	0.00	0.00	0.00
93	100.00	0.00	0.00	0.00
94	100.00	0.00	0.00	0.00
95	100.00	0.00	0.00	0.00
96	100.00	0.00	0.00	0.00
97	100.00	0.00	0.00	0.00
98	100.00	0.00	0.00	0.00
99	100.00	0.00	0.00	0.00
100	100.00	0.00	0.00	0.00
101	100.00	0.00	0.00	0.00
102	100.00	0.00	0.00	0.00
103	100.00	0.00	0.00	0.00
104	100.00	0.00	0.00	0.00
105	100.00	0.00	0.00	0.00
106	100.00	0.00	0.00	0.00
107	100.00	0.00	0.00	0.00
108	100.00	0.00	0.00	0.00

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 21st October, 1985



[Handwritten signature]
 Registrar General
 New South Wales

DP 717620
 Registered 18/10/1985
 This is sheet 3 of my plan in 3 sheets dated 27th August 1985.
 Surveyed registered under Surveyors Act 1921
 This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 55443 of 12.9.85
 Surveyors and sales only.
 Chief Clerk

Regulation Ratio 1:500
 Lengths are in metres
 SURVEYORS REFERENCE: 21/7/85

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.
 SHEET 5 OF 6 SHEETS

Lengths are in metres

PART 2

Plan **DP717620**
 Subdivision of Lot 237 in Deposited Plan No. 712989, Folio Identifier 237/712989 covered by Council Clerk's Certificate No 55430f 1985

6 Terms of Restriction as to User Sixtily referred to in the above-mentioned Plan

- (a) Not more than one main building shall be erected or permitted to remain on any of the lots hereby burdened.
- (b) No walls of any such building shall be of any material other than brick, stone, glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportions of timber so used in relation to the total external wall area shall not exceed 25% thereof provided that nothing herein contained shall preclude or prohibit a building having the inner frame area of its external walls constructed of timber or other materials with an external brick face of veneer.
- (c) No building shall be erected on any lot hereby burdened having a roof of any material other than terra cotta or cement tiles or such other material as shall be approved in writing by Edensor Park Co. Pty. Limited and/or Raymond Anthony Begovich.
- (d) No main building shall be erected on any lot hereby burdened with an internal floor area of less than 110 square metres.
- (e) No fence shall be erected on any of the lots hereby burdened to divide the same from the adjoining land owned by Edensor Park Co. Pty. Limited or Raymond Anthony Begovich without the consent of the Edensor Park Co. Pty. Limited and/or Raymond Anthony Begovich but such consent shall not be withheld if the fence shall be erected without expense to the Edensor Park Co. Pty. Limited and/or Raymond Anthony Begovich and in favour of any person dealing with a transferee of any of the said lots hereby burdened such consent as aforesaid shall be deemed to have been given in respect of any fence for the time being erected.
- (f) That except where otherwise required by any Public Body or Authority no sanitary convenience erected or permitted to remain on any of the lots hereby burdened shall be detached or separated from any main building erected thereon.
- (g) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Robert Begovich
Secretary

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.
 SHEET 6 OF 6 SHEETS

Lengths are in metres

PART 2

Plan **DP717620**
 Subdivision of Lot 237 in Deposited Plan No. 712989, Folio Identifier 237/712989 covered by Council Clerk's Certificate No 55430f 1985

Name of person empowered to release vary or modify Restriction as to User Sixtily referred to in the above-mentioned Plan.

Edensor Park Company Pty. Limited of suite 1, 150 Merrylands Road, Merrylands or R.A. Begovich for such time they remain the registered proprietors of any Lot in the Plan of Subdivision benefited by the said Restriction as to User and thereafter by the person or persons in whom the legal estate in fee simple in any such Lot is for the time being vested provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

THE COMMON SEAL OF EDENSOR PARK COMPANY PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Robert Begovich
 Secretary



SIGNED in my presence by the said **RAYMOND ANTHONY BEGOVICH** who personally known to me:

Michael Foster Gray
Secretary

As Mortgagee under Mortgage No. 667 Book 3059 and Mortgage No. V469120 Westpac Banking Corporation hereby consents to the within Instrument. Dated at Sydney this **23RD** day of **SEPTEMBER** 1985.

Signed Sealed and Delivered For and on behalf of **WESTPAC BANKING CORPORATION** K/T/1652F

WESTPAC BANKING CORPORATION
 by Its Attorney who hereby states at the time of his executing this instrument he has no notice of the revocation of the Power of Attorney registered in the office of the Registrar General No. 734 Book 3598 under the authority of which he has executed this Instrument.

by **MICHAEL FOSTER GRAY** Its duly constituted Attorney with personal knowledge of the facts herein stated to me

Michael Foster Gray
Act Manager Legal, New South Wales Division.
 INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, DP717620

1993, LODGED WITH

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 13th October, 1989



16-10-1995

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919. Sheet 3 of 6 Sheets

Lengths are in metres

PART 2

Plan
DP1717620
Subdivision of Lot 237 in Deposited Plan No. 712989, Folio Identifier 237/712989 covered by Council Clerk's Certificate No. 55430f 1985

1. Name of person empowered to release vary or modify easement firstly referred to in the above-mentioned plan:

The Fairfield City Council its successors and assigns

2. Terms of Easement for Underground Mains 1 Wide secondly referred to in the above-mentioned plan:

Full and free right leave liberty and licence for the Transferee and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the servient tenement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cables and ancillary works to enter into and upon the servient tenement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary machinery implements and things AND the Transferee hereby consents with the Transferee THAT the Transferee will not erect or permit to be erected any building or other erection of any kind or description on over or under the servient tenement or alter the surface level thereof or carry out any form of construction affecting the surface, under-surface or subsoil thereof without the Transferee's permission in writing being first had and obtained PROVIDED that anything permitted by the Transferee under the foregoing conditions shall be executed in all respects in accordance with the reasonable requirements of the Transferee and to the reasonable satisfaction of the Engineer of the Transferee for the time being.

Name of person empowered to release vary or modify Easement for Underground Mains 1 Wide secondly referred to in the above-mentioned plan:

The Prospect County Council its successors and assigns

3. Terms of Easement for Electricity Purposes 2.75 Wide thirdly referred to in the above-mentioned plan:

Full and free right leave liberty and licence for the Transferee and its successors to install all necessary equipment for electricity purposes (including transformers and underground transmission mains, wires and cables) together with the right to come and go for the purpose of inspecting maintaining, repairing, replacing and/or removing such equipment and every person authorised by the Transferee to enter into and upon the servient tenement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that the Transferee and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

David H. Reynolds
Michael Reynolds

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919. Sheet 4 of 6 Sheets

Lengths are in metres

PART 2

Plan
DP1717620
Subdivision of Lot 237 in Deposited Plan No. 712989, Folio Identifier 237/712989 covered by Council Clerk's Certificate No. 55430f 1985

Name of person empowered to release vary or modify Easement for Electricity Purposes 2.75 Wide thirdly referred to in the above-mentioned plan:

The Prospect County Council its successors and assigns

4. Terms of Right of Carriageway & Easement for Services 2.5 Wide fourthly referred to in the above-mentioned plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him, from time to time and at all times to provide the full and free right to go, pass and re-pass at all times and for all purposes with or without animals or vehicles or both over the land indicated herein as the servient tenement AND FURTHER the full and free right to the running and passage of electricity gas water telephone through and along such parts of the pipes line drain tubes conduct cables wires and flues across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line of pipes drains tubes conduct cables wires already laid within the servient tenement for the purpose of the provision of the full and free running and passage of electricity gas water telephone current or any pipe drain tube conduct cable wire in replacement or in substitution thereof and where no such line of pipes drain tube conduct cable wire exists to lay place and maintain a line of pipes drain tube conduct cable wire of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the grantee and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting clearing repairing maintaining or renewing such pipe line drain tube conduct cable wire or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Name of person empowered to release vary or modify Right of Carriageway & Easement for Services 2.5 Wide fourthly referred to in the above-mentioned plan:

Fairfield City Council its successors and assigns

5. Terms of Restriction as to User fifthly referred to in the above-mentioned plan:

No fence shall be erected on the land hereby burdened without the consent of the Fairfield City Council provided that such consent shall not be withheld by the Council if the fence complies in all respects with the Council's Fencing Code as current from time to time.

Name of person empowered to release vary or modify Restriction as to User fifthly referred to in the above-mentioned plan:

The Council of the City of Fairfield its successors and assigns

David H. Reynolds
Michael Reynolds

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 13th October, 1989



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.
 Sheet 1 of 6 Sheets

Lengths are in metres

PART 1

Plan DP717820
 Subdivision of Lot 237 in Deposited Plan No. 712989, Folio Identifier 237/712989 covered by Council Clerk's Certificate No. 554/3 of 1985.

Full name and address of proprietors of the land

EDENSOR PARK CO. PTY. LIMITED a Company duly incorporated and having its registered office at Suite 1, 150 Merrylands Road, Merrylands and RYWOOD ANTHONY BEGOVICH of Lot B Composure Road, Edensor Park, Company Director.

1. Identity of Easement or Restriction firstly referred to in above mentioned plan:

Easement to drain water 1.0 wide

Schedule of lots, etc. affected

Benefited

Lots burdened
 81
 82
 83
 92
 67
 89
 88
 87
 86
 85
 76
 56
 55
 54
 53
 52
 51
 50
 49
 48
 47
 46
 45
 44
 43
 42
 41
 40
 39
 38
 37
 36
 35
 34
 33
 32
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 26
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 22
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 16
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 14
 13
 12
 11
 10
 9
 8
 7
 6
 5
 4
 3
 2
 1

4. Identity of Easement or Restriction fourthly referred to in above mentioned plan:

Right of Carriageway & Easement for Services 2.5 wide

Schedule of lots, etc. affected

Benefited

Lots burdened
 96
 97
 100
 101
 104
 105
 108
 109
 110
 111
 112
 113

5. Identity of Easement or Restriction fifthly referred to in above mentioned plan:

Restrictions as to User

Schedule of lots, etc. affected

Benefited

Lots burdened
 61, 62, 72, 73,
 76, 77, 79, 83,
 84, 93, 94, 97
 98, 99, 100

Restriction as to User

Schedule of lots, etc. affected

Benefited

6. Identity of Easement or Restriction sixthly referred to in above mentioned plan:

Restriction as to User

Schedule of lots, etc. affected

Benefited

2. Identity of Easement or Restriction secondly referred to in above mentioned plan:

Easement for Underground Mains 1 Wide

Schedule of lots, etc. affected

Benefited

Lots burdened
 68
 91

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.
 Sheet 2 of 6 Sheets

Lengths are in metres

PART 1

Plan DP717820
 Subdivision of Lot 237 in Deposited Plan No. 712989, Folio Identifier 237/712989 covered by Council Clerk's Certificate No. 554/3 of 1985.

Full name and address of proprietors of the land

Easement for Electricity Purposes 2.75 wide

Schedule of lots, etc. affected

Benefited

3. Identity of Easement or Restriction thirdly referred to in above mentioned plan:

Restriction as to User

Schedule of lots, etc. affected

Benefited

Lots burdened
 96
 97
 100
 101
 104
 105
 108
 109
 110
 111
 112
 113

Restrictions as to User

Schedule of lots, etc. affected

Benefited

4. Identity of Easement or Restriction fourthly referred to in above mentioned plan:

Restriction as to User

Schedule of lots, etc. affected

Benefited

Lots burdened
 61, 62, 72, 73,
 76, 77, 79, 83,
 84, 93, 94, 97
 98, 99, 100

Restriction as to User

Schedule of lots, etc. affected

Benefited

5. Identity of Easement or Restriction fifthly referred to in above mentioned plan:

Restriction as to User

Schedule of lots, etc. affected

Benefited

6. Identity of Easement or Restriction sixthly referred to in above mentioned plan:

Restriction as to User

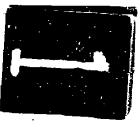
Schedule of lots, etc. affected

Benefited

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 13th October, 1989



Handwritten signature: Robert Hayward

Handwritten signature: R. Hayward

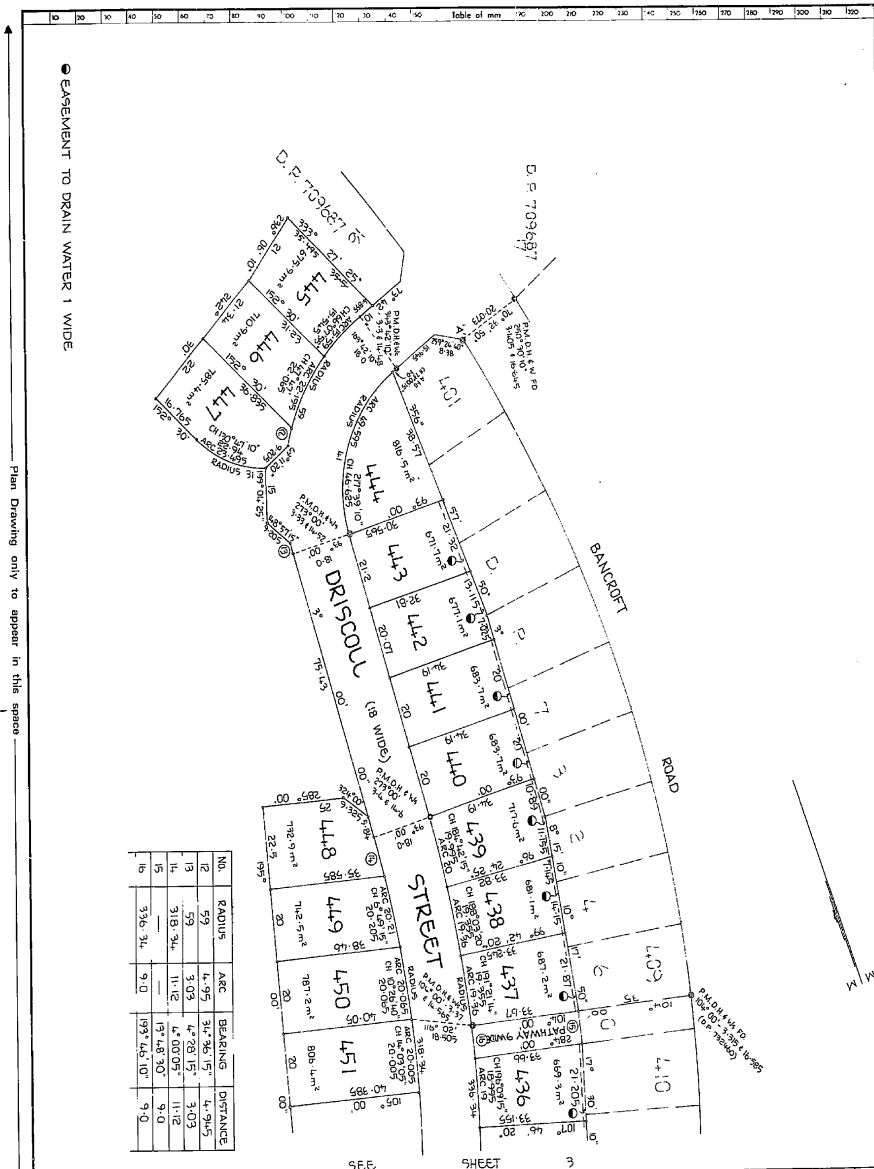
Handwritten signature: Robert Hayward

D B 133120 24 5/3

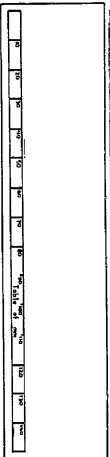
PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



NO.	RADIUS	ARC	BEARING	DISTANCE
12	59	4.975	314 565 17	54.295
13	59	3.075	44 281 15	51.035
14	318.34	11.142	4 030 02	91.0
15	318.34	9.0	193 448 70	91.0
16	318.34	9.0	193 448 70	91.0



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day
 7th November, 1986

Reduction Ratio 1:800
 Lengths are in metres
 Surveyors Reference 2117/448

THE HONORABLE MEMBER OF THE COUNCIL OF THE CITY OF FERRISBURGH WAS PLEASED TO APPROVE THIS PLAN ON 20th JUNE 1986 AT A MEETING OF THE COUNCIL HELD ON THE TWENTY-THIRD DAY OF JUNE 1986.

John Newson
 (ACTING MAYOR)

John Newson
 (ACTING TOWN CLERK)

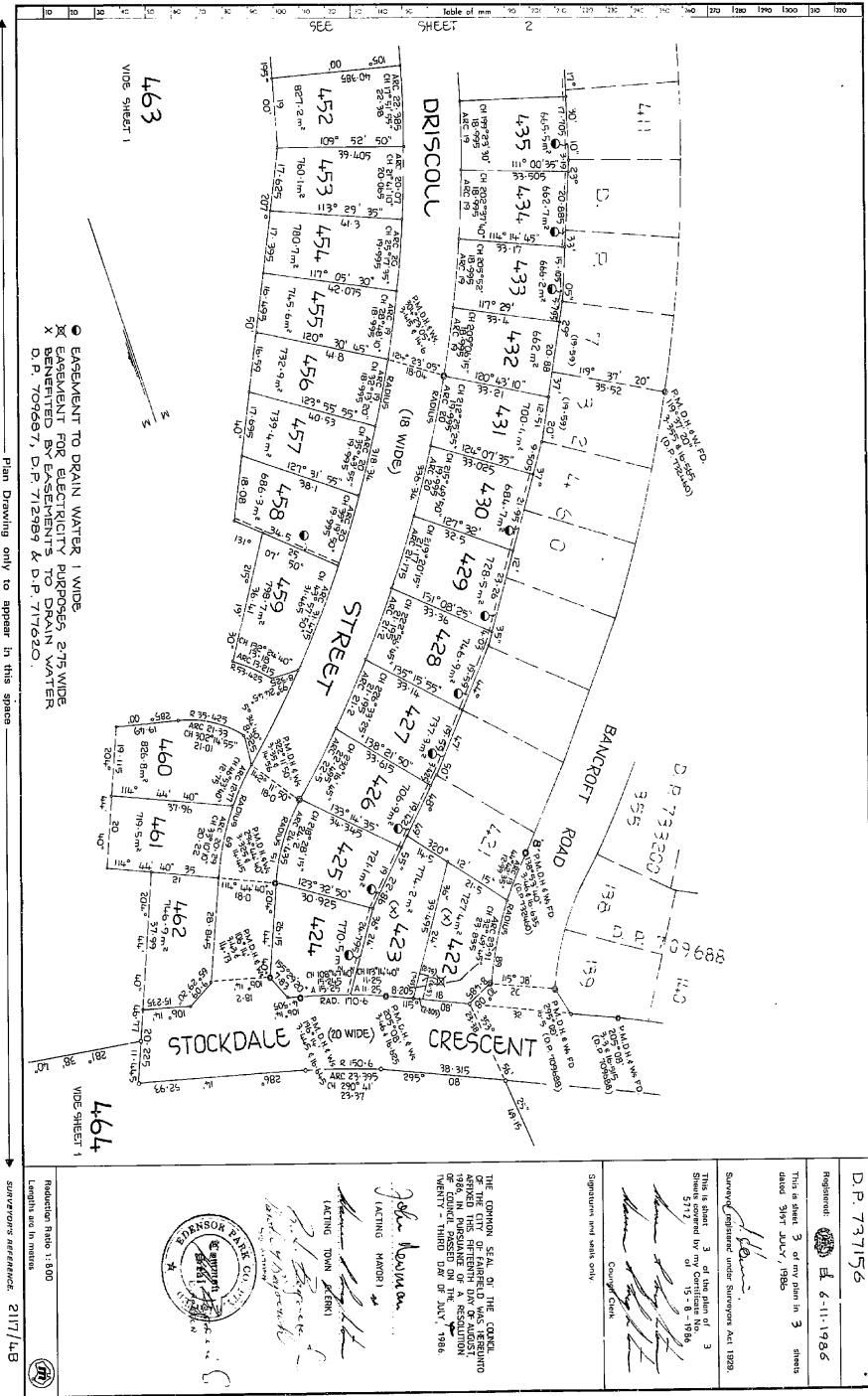
Signature and date only
 Council Clerk

D.P. 737156
 Registered 6-11-1986
 This is sheet 2 of my plan in 3 sheets dated 31st July 1986
 Surveyor registered under Surveyors Act 1928
 This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 574

D B 133120 24 5/3

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

7th November, 1986

D.P. 737156

Registered: 6-11-1986

This is sheet 3 of a plan in 3 sheets dated 25th July, 1985

Survey registered under Surveyors Act 1928
 This is sheet 3 of a plan of 3 sheets surveyed by my Certificate No. 5772 on 19th July 1985

Signature and date only
 County Clerk

THE COMMON SEAL OF THE CORPUS CHRISTI CITY COUNCIL OF PERTH IN WITNESS WHEREOF A RESOLUTION PASSED BY THE COUNCIL ON 25th JULY 1986



Reduction Ratio: 1:800
 Lengths are in metres
 Surveyors' reference: 2117/48

D 5 1 23120 21 3/3

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTERFERED BY EASEMENTS TO SECTION 88B
 OF THE CONVEYANCING ACT, 1919

PAGE 1
 Sheet 1 of 4 Sheets.

Lengths are in metres

DP 737156

Subdivision of lot 423 in Deposited Plan No. 72460, Folio Identifier 423/72460 and Lot 160 in deposited plan 709688, Folio Identifier 160/709688 and Lot 1 in Deposited Plan No. 38979 being land in Conveyance Book 3607 No. 649 covered by Council Clerk's Certificate No 5712 of 1986.

1. Identify of Easement or Restriction firstly referred to in above mentioned Plan:
 Easement to drain water 1 wide

Lots burdened	Lot's, name of road, or Authority benefited
443	444
442	442,443,444
441	441,442,443,444
440	440,441,442,443,444
439	439,440,441,442,443,444
438	438,439,440,441,442,443,444
437	437,438,439,440,441,442,443,444
436	436,437,438,439,440,441,442,443,444
435	435,436,437,438,439,440,441,442,443,444
434	434,435,436,437,438,439,440,441,442,443,444
433	433,434,435,436,437,438,439,440,441,442,443,444
432	432,433,434,435,436,437,438,439,440,441,442,443,444
431	431,432,433,434,435,436,437,438,439,440,441,442,443,444
430	430,431,432,433,434,435,436,437,438,439,440,441,442,443,444
429	429,430,431,432,433,434,435,436,437,438,439,440,441,442,443,444
428	428,429,430,431,432,433,434,435,436,437,438,439,440,441,442,443,444
427	427,428,429,430,431,432,433,434,435,436,437,438,439,440,441,442,443,444
426	426,427,428,429,430,431,432,433,434,435,436,437,438,439,440,441,442,443,444
425	425,426,427,428,429,430,431,432,433,434,435,436,437,438,439,440,441,442,443,444
424	424,425,426,427,428,429,430,431,432,433,434,435,436,437,438,439,440,441,442,443,444
423	423,424,425,426,427,428,429,430,431,432,433,434,435,436,437,438,439,440,441,442,443,444

2. Identify of Easement or Restriction secondly referred to in above mentioned Plan:
 Easement for Electricity Purpose 2.75 wide.
 Lot's, name of road, or Authority benefited
 THE PROSPECT COUNTRY COUNCIL

David H. Bergovich
M. Bergovich
 REGISTERED RL 6-11-86

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTERFERED BY EASEMENTS TO SECTION 88B
 OF THE CONVEYANCING ACT, 1919

PAGE 1
 Sheet 2 of 4 Sheets.

Lengths are in metres

DP 737156

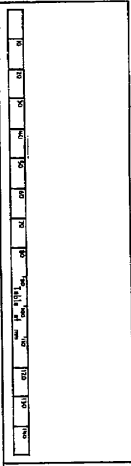
Subdivision of lot 423 in Deposited Plan No. 72460, Folio Identifier 423/72460 and Lot 160 in deposited plan 709688, Folio Identifier 160/709688 and Lot 1 in Deposited Plan No. 38979 being land in Conveyance Book 3607 No. 649 covered by Council Clerk's Certificate No 5712 of 1986.

3. Identify of Easement or Restriction thirdly referred to in above mentioned Plan:
 Restriction as to user
 Lot's, name of road, or Authority benefited
 FAIRFIELD CITY COUNCIL

Lots burdened	Lot's, name of road, or Authority benefited
463	Each and every lot except lots 463 and 464
464	Each and every other lot except lots 463 and 464

4. Identify of Easement or Restriction fourthly referred to in above mentioned Plan:
 Restriction as to user.
 Lot's, name of road, or Authority benefited
 Each and every lot except lots 463 and 464

David H. Bergovich
M. Bergovich
 REGISTERED RL 6-11-1986



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.
 7th November, 1986



**INSURANCE SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1912**

Sheet 3 of 4 Sheets

PART 2

Lengths are in metres

Plan:

DP 737156

Subdivision of Lot 423 in Deposited Plan No. 732460, Folio Identifier 423/732460 and Lot 150 in Deposited Plan 709689, Folio Identifier 150/709689 and Lot 1 in Deposited Plan No. 38579 being land in Conveyance Book 3607 No. 649 covered by Council Clerk's Certificate No. 571/2 of 1986.

Name of person empowered to release vary or modify easement for Electricity Purposes 2.75 Hides secondly referred to in the above-mentioned plan:

THE PROSPER COUNTY COUNCIL, its successors and assigns.

2. Terms of Restriction as to User, thirdly referred to in the above-mentioned Plan

No fence shall be erected on the land hereby burdened without the consent of the Fairfield City Council provided that such consent shall not be withheld by the Council if the fence complies in all respects with the Council's Fencing Code as current from time to time.

Name of person empowered to release vary or modify Restriction as to User, thirdly referred to in the above-mentioned plan:

THE COUNCIL OF THE CITY OF FAIRFIELD, its successors and assigns.

3. Terms of Restriction as to User fourthly referred to in the above-mentioned plan

(a) Not more than one main building shall be erected or permitted to remain on any of the lots hereby burdened.

(b) No walls of any such building shall be of any material other than brick, stone, glass or iron or any combination thereof. The walls shall be finished in concrete or any other material in this clause referred to and the proportions of timber so used in relation to the total external wall area shall not exceed 25% thereof provided that nothing herein contained shall preclude or prohibit a building having the inner frame area of its structural walls constructed of timber or other materials with an external brick face of veneer.

(c) No building shall be erected on any lot hereby burdened having a roof of any material other than terra cotta or cement tiles or such other material as shall be approved in writing by Ebsmore Park Co Pty Limited and/or Raymond Anthony Bosworth.

(d) No main building shall be erected on any lot hereby burdened with an internal floor area of less than 110 square metres.

(e) No fence shall be erected on any of the lots hereby burdened to divide the same from the adjoining land owned by Ebsmore Park Co Pty Limited or Raymond Anthony Bosworth without the consent of the Ebsmore Park Co Pty Limited and/or Raymond Anthony Bosworth but such consent shall not be withheld if the fence shall be erected without expense to the Ebsmore Park Co Pty Limited and/or Raymond Anthony Bosworth and in favour of any person dealing with a transferee of any of the said lots as if the fence had been erected and such consent shall be given in respect of any fence for the lots being created.

Raymond Anthony Bosworth
Raymond Anthony Bosworth
REGISTERED 6-11-1986

10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
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**INSURANCE SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1912**

Sheet 4 of 4 Sheets

PART 2

Lengths are in metres

Plan:

DP 737156

Subdivision of Lot 423 in Deposited Plan No. 732460, Folio Identifier 423/732460 and Lot 150 in Deposited Plan 709689, Folio Identifier 150/709689 and Lot 1 in Deposited Plan No. 38579 being land in Conveyance Book 3607 No. 649 covered by Council Clerk's Certificate No. 571/2 of 1986.

(f) That except where otherwise regulated by any Public Body or Authority no sanitary convenience erected or permitted to remain on any of the lots hereby burdened shall be detached or separated from any main building erected thereon.

(g) Any release variation or modification of these restrictions shall be made and done in all respects of the cost and expense of the person or persons requesting the same.

Name of person empowered to release vary or modify Restrictions as to User fourthly referred to in the above-mentioned plan:

Ebsmore Park Co Pty Limited of Suite 1, 150 Merrylands Road, Merrylands for such time it remains the registered proprietors of any lot and hereinafter by the subdivision benefited by the legal estate in fee simple in any such lot as for the time being vested provided that any such release variation or modification shall be approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.



THE COMMON SEAL OF EBSMORE PARK COMPANY PTY LIMITED WAS HONOURABLY AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:

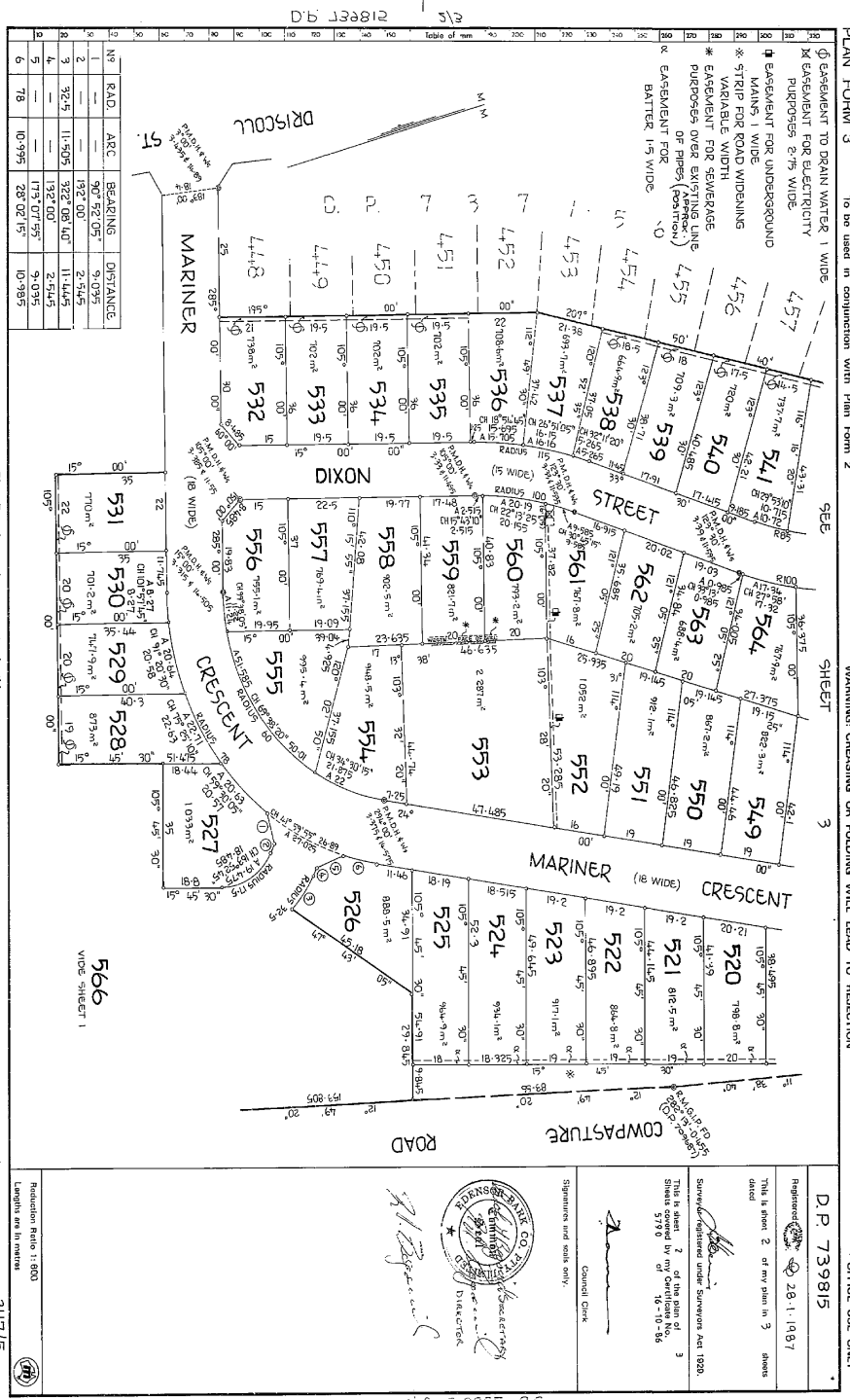
Raymond Anthony Bosworth
Secretary

SIGNED in my presence by the said PERSONAL REPRESENTATIVE who is personally known to me:
John W. Mac
John W. Mac
(Acting Mayor)

REGISTERED 6-11-86

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.
7th November, 1986





PLAN FORM 3
 To be used in conjunction with Plan Form 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REFLECTION

SHEET 3

Production Ratio: 1:600
 Lengths are in metres
 SURVEYORS REFERENCE: 2117/5

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 28th January, 1987

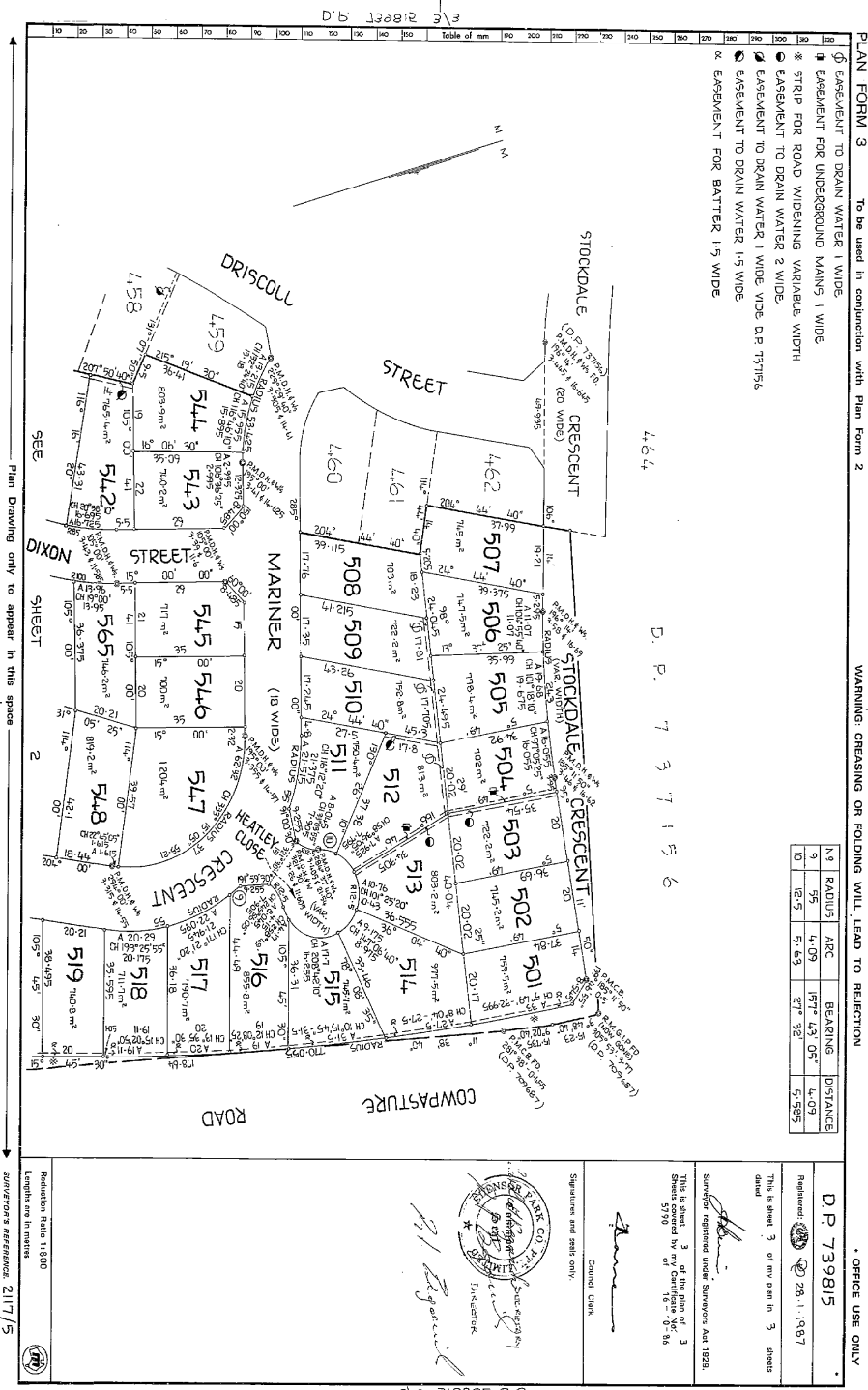
D.P. 739815

28-1-1987

This is sheet 2 of my plan in 3 sheets

Surveyor/Registered under Surveyors Act 1930.
 Sheets covered by my Certificate No. 578
 10-10-86

Signature and seal only
 Council Clerk



- PLAN FORM 3 To be used in conjunction with Plan Form 2
- ☐ EASEMENT TO DRAIN WATER 1 WIDE
 - ▣ EASEMENT FOR UNDERGROUND MAINS 1 WIDE
 - ☐ STRIP FOR ROAD WIDENING VARIABLE WIDTH
 - ☐ EASEMENT TO DRAIN WATER 2 WIDE
 - ☐ EASEMENT TO DRAIN WATER 1 WIDE VIDE D.P. 73196
 - ☐ EASEMENT FOR BATTER 1.5 WIDE

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

LINE	RADIUS	ARC	BEARING	DISTANCE
1	35	4.09	197° 43' 05"	4.09
2	12.5	5.63	271° 32'	5.595

D.P. 7 3 7 1 5 6

This negative is a photograph made on a permanent record of a document in the custody of the Registrar General this day, 28th January, 1987



OFFICE USE ONLY

D.P. 739815

Replaces 28-1-1987

This is sheet 3 of my plan in 3 sheets

Surveyor registered under Surveyors Act 1928

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 86

Signature and seal only:

Council Clerk



A. J. Rogerson

Production Ratio 1:800

Lengths are in metres

SURVEYORS REFERENCE 2117/5

D b 138812 3/3

D b 138812 3/3

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT, 1919

Sheet 1 of 7 sheets

Lengths are in metres
 Plan: DP 739815
 PART 1
 Subdivision of Lot 463 in Deposited Plan No. 737156, covered by Council Clerk's Certificate No. 5790 of 1986.

EDENSOR PARK CO. PTY. LIMITED a Company duly incorporated and having its registered office at Suite 1, 150 Merrylands Road, Merrylands and RAYMOND ANTHONY BEOGDICH.

1. Identify of Easement or Restriction firstly referred to in above-mentioned Plan:
 Easement to Drain Water 1 Wide

Identify of Easement or Restriction firstly referred to in above-mentioned Plan:	Schedule of Lots, etc. affected	Lots Burdened	Lots, Name of Road, or Authority Benefited
		508	508
		510	508, 509
		512	508, 509, 510
		538	537
		539	537, 538
		540	537, 538, 539
		541	537, 538, 539, 540
		535	536
		524	535, 536
		532	534, 535, 536
		526	533, 534, 535, 536
		529	566
		530	528, 529, 566
		531	530, 528, 529, 566

2. Identify of Easement or Restriction secondly referred to in above-mentioned Plan:
 Easement to Drain Water 2 Wide

Identify of Easement or Restriction secondly referred to in above-mentioned Plan:	Schedule of Lots, etc. affected	Lots Burdened	Lots, Name of Road, or Authority Benefited
		508	508, 509, 510, 511, 512, 513, and Heatley Close
		513	Heatley Close

3. Identify of Easement or Restriction thirdly referred to in above-mentioned Plan:
 Easement to Drain Water 1.5 Wide

Identify of Easement or Restriction thirdly referred to in above-mentioned Plan:	Schedule of Lots, etc. affected	Lots Burdened	Lots, Name of Road, or Authority Benefited
		511	511
		542	537, 538, 539, 540 and 541

4. Identify of Easement or Restriction fourthly referred to in above-mentioned Plan:
 Easement for Electricity Purposes 2.75 Wide

P.L. Reynolds
Landly Baywick

REGISTERED 28.1.1987

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT, 1919

Sheet 2 of 7 sheets

Lengths are in metres
 Plan: DP 739815
 PART 1
 Subdivision of Lot 463 in Deposited Plan No. 737156 covered by Council Clerk's Certificate No. 5790 of 1986.

Schedule of Lots, etc. affected
 Name of Authority Benefited
 THE PROSPECT COUNTY COUNCIL

5. Identify of Easement or Restriction fifthly referred to in above-mentioned Plan:
 Easement for Underground Pains 1 Wide

Identify of Easement or Restriction fifthly referred to in above-mentioned Plan:	Schedule of Lots, etc. affected	Lots Burdened	Name of Authority Benefited
		561	THE PROSPECT COUNTY COUNCIL
		504	THE PROSPECT COUNTY COUNCIL
		512	THE PROSPECT COUNTY COUNCIL
		532	THE PROSPECT COUNTY COUNCIL
		561	THE PROSPECT COUNTY COUNCIL

6. Identify of Easement or Restriction sixthly referred to in above-mentioned Plan:
 Restriction as to User

Identify of Easement or Restriction sixthly referred to in above-mentioned Plan:	Schedule of Lots, etc. affected	Lots Burdened	Lots, Name of Road, or Authority Benefited
		566	Each and every Lot except Lot 566

7. Identify of Easement or Restriction seventhly referred to in above-mentioned Plan:
 Restriction as to User

Identify of Easement or Restriction seventhly referred to in above-mentioned Plan:	Schedule of Lots, etc. affected	Lots Burdened	Name of Authority Benefited
		501, 511, 516, 526, 527, 531, 532, 543, 545, 547, 555 & 556	THE COUNCIL OF THE CITY OF FAIRFIELD

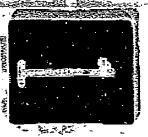
8. Identify of Easement or Restriction eighthly referred to in above-mentioned Plan:
 Restriction as to User

P.L. Reynolds
Landly Baywick

REGISTERED 28.1.1987

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21st NOVEMBER 1986



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT, 1912

Plan: DP 739815
 Subdivision of Lot 463 in Deposited Plan No. 737156, covered by Council Clerk's Certificate No. 5710 of 1986.

PART 1
 Sheet 3 of 7 Sheets

9. Identity of Easement or Restriction Winthly referred to in above-mentioned Plan:
 Restriction as to User

Lots Burdened
 501, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, & 525
 THE COUNCIL OF THE CITY OF FAIRFIELD

Restriction Winthly referred to in above-mentioned Plan:
 Easement for Sewerage Purposes over Existing Line of Pipes

11. Identity of Easement or Restriction Eleventhly referred to in above-mentioned Plan:
 Restriction as to User

Lots Burdened
 560 and 559
 553

Restriction Eleventhly referred to in above-mentioned Plan:
 Restriction as to User

12. Identity of Easement or Restriction Twelfthly referred to in above-mentioned Plan:
 Easement for Factor 1.5 Wide

Lots Burdened
 501, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524 & 525
 of Fairfield

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT, 1912

Plan: DP 739815
 Subdivision of Lot 463 in Deposited Plan No. 737156, covered by Council Clerk's Certificate No. 5710 of 1986.

PART 2
 Sheet 4 of 7 Sheets

1. Terms of Easement for Electricity Purposes 2.75 Wide Fourthly referred to in the above-mentioned Plan:

An Easement for the transmission of Electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains, wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by THE PROSPECT COUNTY COUNCIL to enter into and upon the said Easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that THE PROSPECT COUNTY COUNCIL and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said Easement and will restore that surface as nearly as practicable to its original condition.

2. Terms of Easement for Underground Mains 1 Wide Fifthly referred to in the above-mentioned Plan:

Full and free right leave liberty and licence for the Transferee and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the servient tenement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cables and ancillary works to enter into and upon the servient tenement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary machinery implements and things AND the Transferee hereby covenants with the Transferee THAT the Transferee will not erect or permit to be erected any building or other erection of any kind or description on over or under the servient tenement or alter the surface, under-surface or subsoil thereof without the Transferee's permission in writing being first had and obtained PROVIDED that anything permitted by the Transferee under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Transferee and to the reasonable satisfaction of the Engineer of the Transferee for the time being.

3. Terms of Restriction as to User Sixthly referred to in the above-mentioned Plan:
 THE PROSPECT COUNTY COUNCIL, its successors and assigns.

21 Registrar General David H. Bagnall
 REGISTERED 28-1-1987

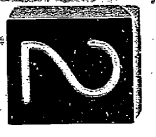
21 Registrar General David H. Bagnall
 REGISTERED 28-1-1987

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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21st NOVEMBER, 1989



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

PART 2
Sheet 5 of 7 Sheets

Plan: DP 739815 Subdivision of Lot 463 in Deposited Plan No. 737156, covered by Council Clerk's Certificate No. 5790 of 1986.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

PART 2
Sheet 6 of 7 Sheets

Plan: DP 739815 Subdivision of Lot 463 in Deposited Plan No. 737156, covered by Council Clerk's Certificate No. 5790 of 1986.

- (a) Not more than one main building shall be erected or permitted to remain on any of the lots hereby burdened.
- (b) No walls of any such building shall be of any material other than brick, stone, glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportions of timber so used in relation to the total external wall area shall not exceed 25% thereof provided that nothing herein contained shall preclude or prohibit a building having the inner frame area of its external walls constructed of timber or other materials with an external brick face of veneer.
- (c) No building shall be erected on any lot hereby burdened having a roof of any material other than terra cotta or cement tiles or such other material as shall be approved in writing by Edensor Park Co. Pty. Limited and/or Raymond Anthony Begovich.
- (d) No main building shall be erected on any lot hereby burdened with an internal floor area of less than 110 square metres.
- (e) No fence shall be erected on any of the lots hereby burdened to divide the same from the adjoining land owned by Edensor Park Co. Pty. Limited and/or Raymond Anthony Begovich but such consent shall not be withheld if the fence shall be erected without expense to the Edensor Park Co. Pty. Limited and/or Raymond Anthony Begovich and in favour of any person dealing with a transferee of any of the said lots hereby burdened such consent as aforesaid shall be deemed to have been given in respect of any fence for the time being erected.
- (f) That except where otherwise required by any Public Body or Authority no sanitary convenience erected or permitted to remain on any of the lots hereby burdened shall be detached or separated from any main building erected thereon.
- (g) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of person empowered to release vary or modify Restriction as to User Sixtily referred to in the above-mentioned Plan:

Edensor Park Co. Pty. Limited of Suite 1, 150 Merrylands Road, Merrylands for such time it remains the registered proprietors of any Lot in the Plan of Subdivision benefited by the said Restriction as to User and thereafter by the person or persons in whom the legal estate in fee simple in any such lot is for the time being vested provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

4. Terms of Restriction as to User Seventily referred to in the above-mentioned Plan:

No fence shall be erected on the land hereby burdened without the consent of the Fairfield City Council provided that such consent shall not be withheld by the Council if the fence complies in all respects with the Council's Fencing Code as current from time to time.

Raymond Anthony Begovich
Raymond Anthony Begovich

REGISTERED 28.11.1987

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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Name of person empowered to release vary or modify Restriction as to User Seventily referred to in the above-mentioned Plan:

THE COUNCIL OF THE CITY OF FAIRFIELD its successors and assigns.

5. Terms of Restriction as to User Eightily referred to in the above-mentioned Plan:

No means of vehicular access to or from Compasture Road hereby benefited shall be constructed or allowed to be constructed on any lot hereby burdened and no means of motor vehicular access will be permitted to or from Compasture Road above-mentioned hereby benefited to or from any lot hereby burdened.

Name of person empowered to release vary or modify Restriction as to User Eightily referred to in the above-mentioned Plan:

THE COUNCIL OF THE CITY OF FAIRFIELD its successors and assigns.

6. Terms of Restriction as to User Ninthly referred to in the above-mentioned Plan:

The lots hereby burdened shall not be occupied until construction of a 1.8m high solid fence of natural colour along the Compasture Road boundary to the satisfaction of Fairfield City Council.

Name of person empowered to release vary or modify Restriction as to User Ninthly referred to in the above-mentioned Plan:

THE COUNCIL OF THE CITY OF FAIRFIELD its successors and assigns.

7. Terms of Easement for Sewerage Purposes over existing line of Pipes Tenthly referred to in the above-mentioned Plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution thereto and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the grate and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Metropolitan Water Sewerage and Drainage Board.

Name of Person empowered to release vary or modify Restriction as to User Tenthly referred to in the above-mentioned Plan:

The Metropolitan Water Sewerage & Drainage Board

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21st NOVEMBER, 1989



REGISTERED 28.11.1987

Raymond Anthony Begovich
Raymond Anthony Begovich



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER AMENDED TO BE CREATED PURSUANT TO SECTION 81B
OF THE CONVEYANCING ACT, 1919

Sheet 7 of 7 Sheets

Lengths and in metres

PART 2

PLAN: DP 739815 Subdivision of Lot 468 in Deposited Plan No.
73/7357, covered by Council CDM's Certificate
No. ST70 of 1986.

8. Terms of Restriction as to User: Easemently referred to in the above-mentioned Plan:

No building or other structure shall be erected, constructed or placed on the land shown as easement for Sewerage Purpose over existing line of pipes without the prior consent in writing of the Metropolitan Water Sewerage and Drainage Board First had and obtained for a purpose other than in strict compliance with such conditions as the said board may impose and this restriction shall not be released varied or modified without the consent of the said Board.

Name of person or Authority empowered to release, vary or modify the Restriction as to User: Easemently referred to in the above-mentioned Plan:

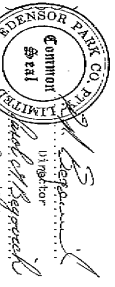
The Metropolitan Water Sewerage & Drainage Board

9. Terms of easement for Batter: 1.5 Metre, lawfully referred to in the above-mentioned Plan:

Full and free right for the body in whose favour this easement is created and every person acting in its behalf to use the servient tenement for the purpose of placing thereon all such retaining walls and retaining walls or other structures in, on or over the servient tenement and to use the servient tenement for the purpose of placing thereon all such earth soil cement sand clay and other material or the removal therefrom all such earth soil clay and other material as shall in the opinion of the Council of the City of Fairfield be necessary or desirable for the purpose of constructing reconstructing and forever maintaining on the servient tenement a batter to serve as a support for the said land burdened and to do all such incidental acts and things that may be necessary in the premises for the purpose of constructing maintaining repairing altering or doing any work on the land comprised in the said easement and for all or any of the said purposes to remove and re-erect any fences or other posts on the land comprised in the said easement.

Name of person or Authority empowered to release, vary or modify the Restriction as to User: Easemently referred to in the above-mentioned Plan:

The Council of the City of Fairfield



THE COMMON SEAL OF EDENSOR PARK COMPANY PTY. LIMITED was herewith affixed by authority previously given by the Board of Directors in the presence of:-

WITNESSED in my presence by the said)
RAYMOND ANTONIEW BEOGALICH who is)
personally known to me:-)
R. A. Ungovich
Secretary

Inspected and Identified for
The Council of the City of
Fairfield

REGISTERED 28.1.1987

ADDITIONS AND/OR ADDITIONS MADE ON
IN THE LAND TITLES OFFICE

0 20 30 40 50 60 70 Table of mm 100 200 300 400

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day 21st NOVEMBER, 1989





02/06/2020

**InfoTrack
GPO Box 4029
SYDNEY NSW 2000**

Dear Sir/ Madam

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

PLANNING CERTIFICATE

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

Applicant:	InfoTrack
Certificate No.:	1570/2020
Applicant's Reference:	Coiera-#69017687#
Issue Date:	02/06/2020
Receipt No.:	

PROPERTY ADDRESS:	28 Wylde Crescent ABBOTSBURY NSW 2176
LEGAL DESCRIPTION:	Lot: 713 DP: 773720

**Marcus Rowan
MANAGER STRATEGIC LAND USE PLANNING**

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

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

Notes:

- (1) The following prescribed matters may apply to the land to which this certificate relates.
 - (2) Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.
 - (3) The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is applicable as at the date of this certificate.
 - (4) Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them by either contacting Council on (02) 9725 0821 or attending Council's Administration Centre at 86 Avoca Road, Wakeley.
-

1. Names of relevant planning instruments and DCPs

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

State Environmental Planning Policies (SEPP)

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP No. 33 - Hazardous and Offensive Development

SEPP (Major Development) 2005

SEPP No. 50 - Canal Estate Development

SEPP No. 55 - Remediation of Land

SEPP No. 64 - Advertising and Signage

SEPP No. 65 - Design Quality of Residential Flat Development

SEPP No. 19 - Bushland in Urban Areas

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Primary Production and Rural Development) 2019

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP No. 21 - Caravan Parks

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Educational Establishments and Child Care Facilities) 2017

Regional Environmental Plans (Deemed SEPP)

Sydney Regional Environmental Plan No. 9 - Extractive Industry (No 2-1995)

The Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment

Local Environmental Plans (LEP)

Fairfield Local Environmental Plan 2013

Published on NSW Legislation Website: 17/05/2013.

In Force from: 31/05/2013.

As Amended.

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved)

Draft Amendment to Fairfield LEP 2013 - Cl.6.4 Flood Risk Management – proposes to remove references to residential accommodation, commercial premises, industries and include new reference to seniors housing.

There is no draft SEPP applying to this land.

Fairfield Local Environmental Plan 2013 (Draft Amendment) Fairfield Accelerated LEP (Stage 1). Public Exhibition Period: 08/05/2020 - 08/06/2020.

The Planning Proposal aims to amend Fairfield Local Environmental Plan by implementing a number of actions contained in the Fairfield Local Strategic Planning Statement 2020 including:

- Amended objectives under clause 4.3 Height of Building and 4.4 Floor Space affecting all Zones.

- New local clauses: Active Street and Design Excellence applying to Business Zones B2 Local Centre, B3 Commercial Core and B4 Mixed Use, with the new Design Excellence clause also applying to Zone R4 High Density Residential; Helicopter Airspace over southern section of R2 Low Density Residential Zone in Mt Pritchard; allow for applications for Display of Goods in Cabramatta, Canley Heights, Canley Vale, Fairfield, Fairfield Heights and Villawood subject to obtaining a permit from Council.

- Address zoning anomalies for 3 privately owned properties and updated property details of 10 heritage listed properties.

(3) The name of each development control plan that applies to the carrying out of development on the land.

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

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEP

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) WHAT IS THE IDENTITY OF THE ZONE?

Zone R2 Low Density Residential

(b) WHAT IS PERMITTED WITHOUT DEVELOPMENT CONSENT?

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

(c) WHAT IS PERMITTED ONLY WITH DEVELOPMENT CONSENT?

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Oyster aquaculture; Pond based aquaculture; Tank based aquaculture; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Hospitals; Hostels; Information and education facilities; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing.

(d) WHAT IS PROHIBITED?

Any other development not specified in item b or c.

Fairfield Local Environmental Plan 2013 (Draft Amendment) Fairfield Accelerated LEP (Stage 1). Public Exhibition Period: 08/05/2020 - 08/06/2020.

The Planning Proposal aims to amend Fairfield Local Environmental Plan by implementing a number of actions contained in the Fairfield Local Strategic Planning Statement 2020 including:

- Amended objectives under clause 4.3 Height of Building and 4.4 Floor Space affecting all Zones.

- New local clauses: Active Street and Design Excellence applying to Business Zones B2 Local Centre, B3 Commercial Core and B4 Mixed Use, with the new Design Excellence clause also applying to Zone R4 High Density Residential; Helicopter Airspace over southern section of R2 Low Density Residential Zone in Mt Pritchard; allow for applications for Display of Goods in Cabramatta, Canley Heights, Canley Vale, Fairfield, Fairfield Heights and Villawood subject to obtaining a permit from Council.

- Address zoning anomalies for 3 privately owned properties and updated property details of 10 heritage listed properties.

Additional uses that are permitted with development consent.

There are no additional uses permitted with consent.

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

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

- (f) Whether the land includes or comprises critical habitat.

No

- (g) Whether the land is in a conservation area (however described).

No

- (h) Whether an item of environmental heritage (however described) is situated on the land.

No.

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

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

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

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

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

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

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Not applicable.

3. Complying development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Code:

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

Low Rise Medium Density Housing Code

Complying development under the Low Rise Medium Density Housing Code may be carried out on the land.

Housing Alterations Code:

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

Commercial and Industrial Alterations Code:

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

Commercial and Industrial (New Buildings and Additions) Code:

No. The Commercial and Industrial (New Buildings and Additions) Code does not apply to the land.

Subdivision Code:

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

Rural Housing Code:

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

General Development Code:

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

Demolition Code:

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

Fire Safety Code:

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

Container Recycling Facilities Code:

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

- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)

(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

None Relevant.

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

Council does not have any relevant statement to make in relation to any further restrictions that may apply to complying development being carried out on the land. All information in relation to the extent that complying development can be carried out on the land is provided under Part 3(1) & (2) of this certificate.

Note: Clause 3 refers only to land based exclusions as listed in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP (Exempt and Complying Development Codes) 2008. To be complying development, the development must be complying development that meets the standards and other requirements specified for that development as required by the SEPP. Please contact your accredited certifier or Council for further information.

4. Coastal Protection

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been notified by the Department of Public Works.

No, this land is not affected.

4A Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

No order under Part 4D of the *Coastal Protection Act 1979*, has been made.

- (2) In relation to a coastal council:
- (a) whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

Council has not received any such notification.

- (b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Not applicable.

4B Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 946B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note: “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

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

5. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

No, this land is not affected.

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under Division 2 or Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of the council.

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

The land is affected by provisions restricting vehicular access. For further details contact Council's City Services Department.

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

Whether or not the land is affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk, other than flooding.

Council's policies on hazard risk restrictions are as follows:

(i) Landslip

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

(ii) Bushfire

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

(iii) Tidal Inundation

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

(iv) Subsidence

No, the land is not so affected

(v) Acid Sulfate Soils

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

(vi) Any other risks

No, the land is not so affected

7A. Flood related development controls information

1. Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

This land is subject to the flood related development controls included in the Fairfield City-Wide Development Control Plan 2013 in relation to the above development types. These controls apply (either directly, or indirectly by reference in site-specific DCPs) to all land in the Fairfield Local Government Area.

Generally, development controls will apply to development if the land (or part of the land) is within the floodplain or is affected by overland flooding.

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

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

2. Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

This land is subject to the flood related development controls included in the Fairfield City-Wide Development Control Plan 2013 in relation to the above development types. These controls apply (either directly, or indirectly by reference in site-specific DCPs) to all land in the Fairfield Local Government Area.

Generally, development controls will apply to development if the land (or part of the land) is within the floodplain or is affected by overland flooding.

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

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

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

Note:

3. Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.
-

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

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

9. Contributions plans

The name of each contributions plan applying to the land.

Fairfield City Council Indirect (Section 94A) Development Contributions Plan 2011 applies to all land within the City of Fairfield.

Fairfield City Council Direct (Section 94) Development Contributions Plan 2011 applies to this land.

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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*.

The land is not biodiversity certified land.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No such agreement applies to the land.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)

Not applicable.

11. Bush fire prone land

If any of the land is bush fire prone land (as defined in Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

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

12. Property vegetation plans

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

No.

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

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

No

14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No such direction applies to the land.

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies -

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include -
- (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department, and

No such certificate applies to the land.

- (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

No such terms apply to the land.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

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

No such certificate applies to the land.

17. Site compatibility certificates and conditions for affordable rental housing

- (1) A statement to the whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

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

No such certificate applies to the land.

- (2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that has been imposed as a condition of consent to a development application in respect of the land.

No such terms apply to the land.

18. Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No such plan or order applies to the land

19. Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department.

No such certificate applies to the land

20. Loose-fill asbestos insulation

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

Not Applicable.

21. Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
 - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

None Relevant

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

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

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

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

Council has adopted by resolution a policy (commencing 1 August 2000), on contaminated land which may restrict the development of land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under the State Legislation is warranted.

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

The land is not subject to an investigation order or a remediation order within the meaning of the Contaminated Land Management Act 1997.

The land is not subject to a voluntary investigation proposal (or voluntary remediation proposal) that is the subject of the Environment Protection Authority's agreement under Section 19 or 26 of the Contaminated Land Management Act 1997.

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

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

No such certificate applies to the land.

FAIRFIELD CITY COUNCIL

DEVELOPMENT CONTROL PLANS

Fairfield Citywide Development Control Plan

Title	Adopted by Council*	Effective Date
Fairfield CityWide Development Control Plan 2013	13 November 2012	31 May 2013
<u>Amendment No.1</u> change maximum height permissible for detached secondary dwellings, clarify requirements and correct various anomalies, incorporate outdoor dining policy into a number of site specific DCPs (see table below)	11 February 2014	5 March 2014
<u>Amendment No.2</u> amend chapter 2 to reference Site Specific DCP – Wetherill Park Market Town	20 March 2013	7 March 2014
<u>Amendment No.3</u> Introduce Chapter 4B - Secondary Dwellings in Rural Area - Horsley Park and Cecil Park	11 December 2013	14 March 2014
<u>Amendment No. 4</u> amends Chapter 9 Industrial Development Site Specific Controls for 449 Victoria Street and 96 Newton Road, Wetherill Park	24 September 2013	21 March 2014
<u>Amendment No.5</u> amends Chapters 2 and 10 and Appendix B to ensure provisions within the DCP are in line with the SEPP (Exempt and Complying Development Codes) 2008.	13 May 2014	28 May 2014
<u>Amendment No. 5A</u> amends Chapter 6A – Multi Dwelling Housing – Town house and Villas: Site Specific DCP – 46 & 50 Cobbett Street, Wetherill Park.	12 March 2013	22 August 2014
<u>Amendment No. 6</u> including increase to building heights for detached granny flats, removal of reference to minimum lot sizes for R1 zoned lands, inclusion of new controls and provisions relating to neighbourhood shops and pad mounted sub stations, clarify requirements and correct a number of anomalies associated with secondary dwellings, dual occupancy, narrow lots and residential flat buildings and other minor inconsequential amendments.	12 August 2014	3 September 2014
<u>Amendment No. 6A</u> amends Chapter 14 Subdivision – Applying to land located on 630 Elizabeth Drive and 9-10 Schubert Place, Bonnyrigg Heights to facilitate a future road link between Stivala Place and Schubert Place.	12 August 2014	3 September 2014
<u>Amendment No.7</u> proposed amendments include – Additional Controls for Child Care Centres, Boarding Houses and Granny Flats; Revised Heritage Chapter; New provisions relating to CCTV for specific land uses, and; Acoustic measures for development in the Rural Area.	25 November 2014	3 December 2014
<u>Amendment No. 7A</u> amends Chapter 10 Miscellaneous Development - applying to land located on 1 Bartley Street, Cabramatta to facilitate the development of a hotel or motel accommodation at the Cabravale Diggers site.	26 August 2014	16 January 2015
<u>Amendment 8</u> amends Chapter 9 – Industrial Development. This amendment includes provisions for industrial/employment development proposals in close proximity to residential land. The amended controls cover the following issues: General Design Requirements (including setback considerations, driveways, loading and storage areas, etc); Bulk and scale; Vehicular and Pedestrian Access Privacy; Light Spill; Noise and Vibration; and Landscaping.	10 March 2015	1 April 2015
<u>Amendment 9</u> includes new provisions relating to various forms of residential development including: Building Appearance, Landscaping, Private Open space, Minimum Lot Width, Car Parking Rates and Notification of S82A Applications.	12 May 2015	27 May 2015
<u>Amendment 10</u> including amendments to: <ul style="list-style-type: none"> • the intent of the Development Control Plan and Development Application process – the DA Guide • provisions for rural zone development • residential flat building setbacks • heritage advice • road classifications 	14 July 2015	5 August 2015
<u>Amendment No.11</u> includes site specific development controls (private open space, car parking and dwelling density) for 46-50 Cobbett Street, Wetherill Park included in Chapter 6A Multi Dwelling Housing – Townhouses and Villas.	1 December 2015	16 December 2015
<u>Amendment No. 12</u> addresses anomalies in the DCP including but not limited to providing clarity on minimum room sizes, updated acoustic proofing measures for new dwellings in rural areas, car parking rates for disabled parking, and provisions	10 May 2016	25 May 2016

for site servicing and loading requirements in neighbourhood shops in residential zones.		
<u>Amendment No. 13</u> Clarification to requirements for acoustic measures for development in the rural areas, location of alfresco areas for secondary dwellings, car parking rates for restaurants & amendments to ensure controls for residential flat buildings are consistent with the State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development & associated Apartment Design Guide.	14 March 2017	5 April 2017
<u>Amendment No. 14</u> Site specific provisions for 620 Elizabeth Drive, Bonnyrigg Heights.	27 June 2017	15 September 2017
<u>Amendment No. 15</u> Amendment to Appendix G, and addition of Appendix H to introduce Aboriginal Heritage Management controls for development across Fairfield City	12 September 2017	28 February 2018
<u>Amendment No. 16</u> Amendments provide clarity relating to alfresco areas and carports provisions for secondary dwellings, lot width provisions for dual occupancy and multi dwelling housing on cul-de-sac heads, setbacks for residential flat buildings on corner sites, removal of Chapter 8B Neighbourhood and Local Centres – Mixed Use (Up to 2 storeys) to ensure consistency with the Apartment Design Guide, inclusion of accessibility requirements, inclusion of Council’s Stormwater Management Policy, and guidelines for acknowledging petitions.	27 February 2018	21 March 2018
<u>Amendment No. 17</u> Amendment to Chapter 11 – Flood Risk Management to ensure consistency with proposed amendments to Clause 6.4 – Floodplain Risk Management of the Fairfield Local Environmental Plan 2013. A new category of “very low flood risk” has also been introduced.	21 November 2017	
<u>Amendment No. 18</u> Amendment to Chapter 10.11 to revise existing site specific DCP in relation to the Cabravale Diggers Club site at 1 Bartley Street, Canley Vale	14 November 2017	28 February 2018
<u>Amendment No. 19</u> Amendment to introduce site specific development controls for 17-23 Longfield Street, Cabramatta.	11 September 2018	28 February 2019
<u>Amendment No. 20</u> Amendment No. 20 provides clarity on controls and guidelines within the following chapters: <ul style="list-style-type: none"> • Chapter 3 – Environmental Management and Constraints; • Chapter 4A – Development in the Rural Zones; • Chapter 5A – Dwelling Houses; • Chapter 5B – Secondary Dwellings; • Chapter 6A – Multi Dwelling Housing; • Chapter 6B – Dual Occupancy; • Chapter 9 – Industrial Development; and • Chapter 14 – Subdivision 	12 February 2019	13 March 2019

Place Based and Site Specific Development Control Plans

Title	Adopted by Council*	Effective Date
Bonnyrigg Town Centre DCP.28(2010) - <u>Amendment No.1</u> (Awning controls and amendment to area subject to Bonnyrigg Town centre DCP – 3.11.2010) - <u>Amendment No.2</u> (Outdoor Dining Controls –5.3.2014)		28 May 2004
Bonnyrigg Town Centre DCP 2018 The DCP will replace the Bonnyrigg Town Centre DCP No.28 (2010)	6 August 2019	To be Determined - Upon Gazettal of Fairfield LEP 2013 – Amendment No. 31
Cabramatta Town Centre DCP (5/2000) - <u>Amendment No.1</u> (Outdoor Dining Controls –5.3.2014) - <u>Amendment No. 2</u> (New clause regarding Model Submission – 3.09.2014) - <u>Amendment No. 3</u> (Amended clauses and map regarding Precinct 2- Dutton Lane Car Park)	11 October 2016	10 March 2017
Fairfield City Centre DCP 2013 - <u>Amendment No.1</u> (Outdoor Dining Controls – 5.3. 2014) - <u>Amendment No. 2</u> (Remove reference to Public Art Guide and update signage controls reference – 3.09.2014) - <u>Amendment No. 3</u> (removes reference to the Fairfield Art Strategy as Council has not formally adopted a Public Art Strategy)	10 May 2016	25 May 2016
Canley Corridor DCP No.37 (2013) (Canley Vale and Canley Heights town centres) - <u>Amendment No.1:</u> (Development Controls for Adams Reserve 12.9.2006) - <u>Amendment No.2:</u> (Development Controls for 45-47 Peel St, Canley Heights 9.4.2008) - <u>Amendment No.3:</u> (Awnings controls 3.11.2010) - <u>Amendment No.4:</u> (Development Controls for 190 Canley Vale Rd, Canley Heights 19.4.2011) - <u>Amendment No.5:</u> (References to Fairfield LEP 2013 31.5.2013) - <u>Amendment No.6:</u> (Outdoor Dining Controls –5.3.2014) - <u>Amendment No. 7</u> (Remove reference to Public Art Guide – 3.09.2014) - <u>Amendment No. 8</u> (Include 46 Derby Street, Canley Heights into Town Centre Catchment – 01.07.2015) - <u>Amendment No. 9</u> (removes reference to the Fairfield Art Strategy as Council has not formally adopted a Public Art Strategy)	10 May 2016	25 May 2016
Fairfield Heights Local Centre DCP 2013	13 November 2012	31 May 2013
Prairiewood Town Centre – Southern Precinct DCP 2013	13 November 2012	31 May 2013
Site Specific DCP – Wetherill Park Market Town	20 March 2013	7 March 2014

Master Plans

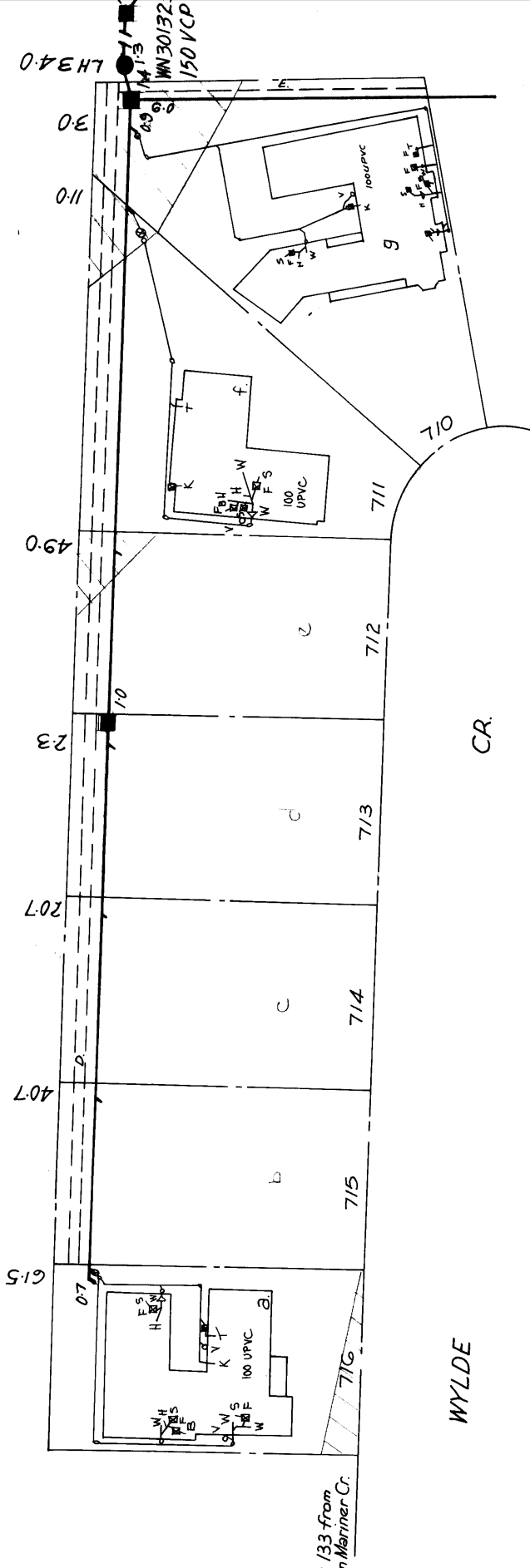
Title	Adopted by Council*	Effective Date
Prairiewood Masterplan (December 2005)	13 November 2012	31 May 2013
Fairfield Town Centre Masterplans – The Crescent and Barbara Street Precincts (May 2007)		May 2007

Urban Design Studies

Title	Adopted by Council
Fairfield City Centre Key Sites Urban Design Study	27 March 2018
Fairfield Heights Town Centre Urban Design Study	27 March 2018
Villawood Town Centre Urban Design Study	27 March 2018

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

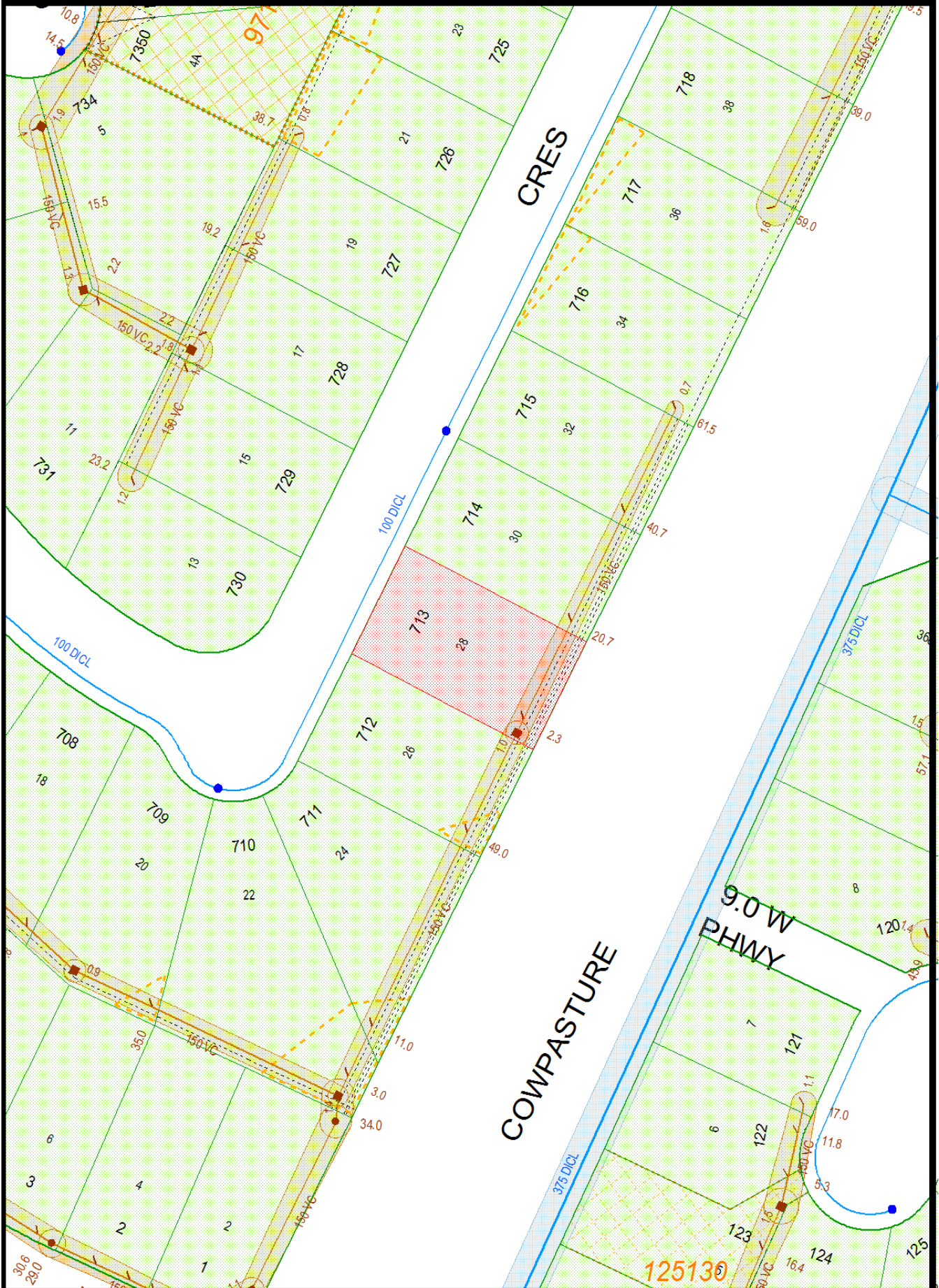
Copy of Diagram No. 764728



Copy of Diagram No.

<p>M.W.S. & D.B. SEWERAGE SERVICE DIAGRAM MUNICIPALITY OF <i>Fairfield</i> SUBURB OF <i>Abbotsbury</i></p>		<p>Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres</p>	
<p>DRAINAGE Inspected by Inspector Cert. Of Compliance No. Field Diagram Examined by</p>		<p>Tracing Checked by PLUMBING Inspected YES NO Inspector Cert. Of Compliance No.</p>	
<p>SEWER AVAILABLE Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of the Act). Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only and in general Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised. NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).</p>			
<p>INDICATES - DRAINAGE FITTINGS Manhole Chamber Lamphole Boundary Trap Inspection Shaft Pit Grease Interceptor Gully</p>		<p>INDICATES - PLUMBING FIXTURES & OR FITTINGS Clear Out Vent Pipe Tub Kitchen Sink Bath Handbasin Soil Vent Pipe</p>	
<p>INDICATES - PLUMBING FITTINGS & OR FITTINGS Bid Shower Dishwasher Floor Waste Washing Machine Bar Sink Lab Sink Waste Stack</p>		<p>Date of issue Outfall <i>S.W.</i> Drainer W.S. <i>Ur-s</i> Plumber W.No. <i>301325</i> Gaz. on <i>10.1.88</i> W.No. <i>301325</i> Gaz. on <i>10.1.88</i> Boundary Tran. is not required</p>	
<p>connection Dates: a: <i>30.11.88</i> b: <i>11.10.88</i> c: <i>17.8.89</i> d: <i>17.8.89</i> e: <i>17.8.89</i> f: <i>17.8.89</i> g: <i>17.8.89</i> h: <i>17.8.89</i> i: <i>17.8.89</i> j: <i>17.8.89</i> k: <i>17.8.89</i> l: <i>17.8.89</i> m: <i>17.8.89</i> n: <i>17.8.89</i> o: <i>17.8.89</i> p: <i>17.8.89</i> q: <i>17.8.89</i> r: <i>17.8.89</i> s: <i>17.8.89</i> t: <i>17.8.89</i> u: <i>17.8.89</i> v: <i>17.8.89</i> w: <i>17.8.89</i> x: <i>17.8.89</i> y: <i>17.8.89</i> z: <i>17.8.89</i></p>			

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	a051d4c7
Property Address:	28 WYLDE CRESCENT ABBOTSBURY
Date of Registration:	17 July 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	IN GROUND

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

File 1/6/19 ZP
emailed to owner
1/6/19 ZP

Residential Tenancy Agreement

This agreement is made on **9 May 2019** at **Liverpool NSW 2567**

LANDLORD Gino Joseph Coiera ABN
265B Macquarie Street Liverpool NSW 2170

WHOSE AGENT IS MRE Property Management Services Pty Ltd ABN 23 616 353 185 Licence number 10054934
for MRE Property Management 2 Pty Ltd ABN 85 616 353 069 Licence number 10054923
T/As **McGrath Estate Agents Liverpool**
265B Macquarie Street Liverpool NSW 2170

TENANT Hala Ali & Amanda Ali & Yesmin Ali

PREMISES. The landlord gives the tenant the right to occupy the premises at 28 Wylde Crescent, Abbotsbury

Inclusions for these premises: **unfurnished**

No more than **5** persons may occupy the premises.

RENT. The rent is \$ 650.00 payable every Week starting on **31/05/19**

The tenant pays in advance on **Friday** of every week to the landlord's agent.

Payment must be made by the following method with tenant reference number (TEN00560) and/or **Tenant Surname**

a) Direct Debit

b) EFTPOS, Money Order or Bank Cheque

TERM. The term of this agreement is **52 weeks** beginning on **24/05/19** and ending on **28/05/20**

CONTINUATION. (Cross out if not needed). 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 tenant in accordance with the Residential Tenancies Act 2010.

RENTAL BOND. (Cross out if a bond is not needed). A Rental Bond of **\$2600.00** must be paid by the tenant to the landlord or the landlord's agent on signing this agreement.

TRADESPERSON/S (see "Urgent Repairs", clause 19) **McGrath Liverpool 02 9824 1100**

Plumber – Steven - Mirca Drainage & Plumbing - 0408 249 462 – mircadrainage@hotmail.com

Electrician – Josh – JBG Electrical – 0425 372 561 – jbgelectrical@gmail.com

Hala Ali & Amanda Ali & Yesmin Ali

Annexure to Residential Tenancy Agreement – Importance of Cleaning

The following items have been highlighted for your reference to ensure stress free renting with McGrath Liverpool. All items mentioned below require regular and thorough cleaning as they will be checked at all property inspections.

1. Window panes, window sills and window tracks
2. Blinds, curtains and/or drapes
3. Insect screens for windows and doors
4. Oven, stove, grill and exhaust fan
5. Showers, bathtubs, bathroom basins and toilets
6. Tops of kitchen cabinets and under freestanding appliances
7. Floors coverings including carpets, tiles, timber, vinyl and concrete
8. Skirting boards, kick boards and tiled walls
9. Light fittings such as pendants and shades
10. Ceiling fans and internal air conditioning outlets
11. Internal and external walls
12. Exposed beams, both internal and external
13. Lawns to be cut short, gardens to be tidy, edges trimmed
14. Garden beds and lawns to be free of weeds

Note: this is not an exhausted list of items that require your attention to meet the standards of our Agency

x  x  x 
Hala Ali & Amanda Ali & Yesmin Ali


Property Management Associate

New tenant checklist

fairtrading.nsw.gov.au/housing-and-property/renting/starting-a-tenancy/new-tenant-checklist

20-11-2018

At the start of every tenancy, your landlord or agent should give you:

- a copy of this information (*the New tenant checklist*)
- a copy of your lease (tenancy agreement)
- two copies of the premises condition report (more on that later)
- an invitation to lodge the bond using Rental Bonds Online (RBO). Or, if you are unable to use RBO, a bond lodgement form for you to sign so that it can be lodged with NSW Fair Trading
- keys to your new home.

If applicable, you should also receive:

- a certificate of compliance for a swimming pool (more on that later)
- a copy of the by-laws, if the property is in a strata complex
- notification if the premises has been listed on the Loose-Fill Asbestos Insulation Register (more on that later)
- notification of any other material fact relating to the premises (more on that later).

Before you sign the lease, make sure you read it thoroughly. If there is anything in the lease that you do not understand, ask questions.

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

You should only sign the lease when you can answer yes to the following statements.

The lease

- I have read the lease and asked questions if there were things I did not 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 that

- does not involve paying a fee to a third party.
- I know that any additional terms to the lease must be 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

For any promises made 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

Your landlord or agent must give you the option to use [Rental Bonds Online \(RBO\)](#) to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a Visa, Mastercard or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading.

Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord or agent must give you a copy of a valid certificate of compliance or occupation certificate issued in the past three years. This does not apply if you are renting in a strata or community scheme of more than 2 lots.

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.

After you move in

- Fill in your part of the condition report and make sure you return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you do not 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.
- If you lodged the bond using RBO, make sure you receive an email or SMS notification from Fair Trading confirming your bond has been received. If the bond was not lodged using RBO, make sure you 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 you do not receive an email, SMS notification or letter, call NSW Fair Trading to make sure the bond has been lodged.

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 date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find it later.
- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (e.g. 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 that ends up in the NSW Civil and Administrative Tribunal (NCAT).
- 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 them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the 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 can help 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.



Email Service of Notices and Documents Consent Form

Notes:

1. Use this form where service by email applies to notices or documents and where consent is required for confirmation of email service of such notices and documents.
2. If the Tenant/s or Principal/s (as applicable) has not signed this consent form, the Agent should not infer consent to email service merely from the receipt or response to emails from the Tenant/s or Principal/s (as applicable).
3. Once the Tenant/s or Principal/s (as applicable) withdraws their consent to email service of notices and documents, by providing written notice to the Agent, no further notices or other documents are to be served by email.

Date 31-5-19I/We, HANA ALI, AMANDA ALI and YESMIN ALIconsent to all notices and documents relevant to the proposed sale, purchase, management or letting (as applicable) of
28 Wylde Crescent,AbbotsburyState NSWPostcode 2176("Property")

being served electronically via email to

amanda.ali@76@gmail.com and halab6911@gmail.com

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

I/We, HANA ALI, AMANDA ALI and YESMIN ALI

acknowledge that by providing an email address and signing this form, I/we consent to

MRE Property Management Services Pty Ltd

updating my/our details of the method of communication (including my/our email address(es)) on all relevant documents for the purpose of email service of notices and other documents.

Unless I/we advise the Agent in writing that the email address(es) changes, the Agent can assume the email address(es) in this consent form remains unchanged.

I/we acknowledge that I/we may withdraw my/our consent to email service of notices and documents by giving written notice to the Agent.

Signatures of the consenting party/s:

x  Date: 31-5-19x  Date: 31-5-19x  Date: 31-5-19

Please return this signed form to the Agent

Agent: MRE Property Management Services Pty LtdTrading as: McGrath CamdenAddress: 2/6 Somerset AvenueNARELLAN, NSWPostcode 2567Phone: 02 4648 4058

Fax:

Mobile: 0499 250 804Email: Tanyagilbert@mcgrath.com.au

McGrath Estate Agents Liverpool
265B Macquarie Street, Liverpool NSW 2170
P: 02 9824 1100 F: 02 9824 1120

Direct Debit Request

McGrath

**Request and Authority to debit the account named below to pay
MRE (Liverpool) Pty Ltd**

Request and Authority to debit

Your Surname or company name ALI
Your Given names or ABN/ARBN HALA "you"
request and authorise MRE (Liverpool) Pty Ltd 500175 to arrange, through its own financial institution, a debit to your nominated account any amount MRE (Liverpool) Pty Ltd has deemed payable by you.
This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial institution name Commonwealth Bank
Address _____

Insert details of account to be debited

Name/s on account Hala Ali
BSB number (Must be 6 Digits) 0 6 2 1 1 9 6
Account number 1 0 3 5 1 4 5 3

Insert Lease/Repayment details

Please Debit \$ 650 from the above account each: (tick one only)
 Weekly Fortnightly Monthly
• Water usage accounts will also be debited from the same nominated account and an invoice will be sent to you at your address. The correct notice will be given prior to your debit taking place.

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and MRE (Liverpool) Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

Insert your signature and address

Signature [Signature]
(If signing for a company, sign and print full name and capacity for signing eg. director)
Address 28 WYLDE CRESCENT
ABBOTSBURY
Date 31/5/19

Annexure of Special Conditions to Residential Tenancy Agreement

1. The tenant/s will not be permitted to keep pets at the premises at anytime during the tenancy without the written permission of the landlord. If permission is granted from the landlord, tenant/s will be asked to sign a separate pet agreement.
2. The tenant/s will be responsible for checking smoke detectors and replacing the batteries as required. The tenant/s must report any faulty smoke detectors to the Agent promptly. The tenant/s agrees that they will not remove, dispose of or otherwise tamper with to cease the effectiveness of any smoke alarms installed at the premises. The tenant/s will ensure that the property is not altered therefore ensuring that the means of escape from the property in the event of a fire can be safely and effectively accessed at all times.
3. All vehicles including cars, trucks, boats, trailers etc, are to be parked only in the designated parking areas provided with the property or on the roadway. Vehicles must not be parked on lawns, nature strips or any other grassed areas – tenant/s will be responsible for the re-establishment of grassed area if this condition is not adhered to. Where provided, carports must not be used to store items other than vehicles or motorbikes, without the prior written consent of the landlord.
4. The tenant/s will be responsible for the maintenance and upkeep of all lawns and gardens. This includes weeding garden beds and watering lawns when necessary. The tenant/s agree to keep the open drains clean and free of leaves and debris, and agrees not to dispose of any foreign substances or fats or oils down sinks, drains and toilets.
5. The inside of the premises is non-smoking. All smoking must be conducted outside and all cigarette/cigar butts are to be disposed of in a proper manner not thrown in garden beds/lawn.
6. The tenant/s acknowledge and agree not to attach or place any adhesive hooks, nails or other fixtures to any of the surfaces in the premises without the prior written consent of the landlord.
7. The tenant/s agrees to ventilate the premises regularly, in particular the bathroom/s to prevent mildew. If mildew appears it is the tenant/s responsibility to clean and remove.
8. The tenant/s hereby agree that the cost of any repairs to the sink disposal unit and/or the dryer and/or washing machine and/or the alarm system and/or pool equipment and/or air conditioner (if applicable) will be the tenant/s responsibility where negligence is proven. The pool filter and air conditioner are to be cleaned on a regular basis. Tenants are responsible for maintaining and providing chemicals for the pool or spa.
9. If the tenant/s encounter an emergency repair after hours and the tenant/s is unable to get into contact with staff from the office, the following contacts are to be called and an email sent to the Property Manager: - (please be advised that the tenant/s will be responsible for any call out fee to a repair that is not classified as an emergency, the tenant/s are to use their own discretion)
 - ✚ Plumber – Steven - Mirca Drainage & Plumbing - 0408 249 462 – mircadrainage@hotmail.com
 - ✚ Electrician – Josh – JBG Electrical – 0425 372 561 – jbgelctrical@gmail.com
10. Should a tradesperson be called to the property to attend to any repairs and no problem is detected, or if it is found that the tenant has caused the damage, then the tenant will be held responsible for the call out fee and repair costs.
11. The tenant/s must make the property available for routine inspections. If the tenant/s is unable to be present then the agent will use the spare keys to inspect the property.
12. The tenant/s acknowledges and is fully If the tenant/s encounter an emergency repair after hours and the tenant/s is unable to get into contact with staff from the office, the following contacts are to be called and an email sent to the Property Manager: - (please be advised that the tenant/s will be responsible for any call out fee to a repair that is not classified as an emergency, the tenant/s are to use their own discretion)
13. aware of the landlord or agent having possession of duplicate keys to the premises and further agrees that should the tenant have the locks or combination changed and/or deadlocks and window locks fitted to the premises, the tenant agrees to hand over a full set of keys to the landlord or agent within seven (7) days of such or upon request.
14. The tenant/s agrees to supply their home and work telephone number/s to the Agent, and notify the Agent within 14 days should these contact details change.

Liverpool


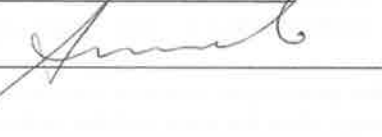

265B Macquarie Street, Liverpool NSW 2170

MRE (Liverpool) Pty Ltd and Luke Mannion Real Estate Pty Ltd ATF Mannion Family Trust ABN 58 946 094 428 (an independently owned and operated Franchised business) t/as McGrath Liverpool

- 15. The tenant/s acknowledges that the carpets were professionally cleaned at the commencement of the lease and they agree to leave the carpets in the same clean condition upon vacating. The tenant/s agrees they will not place pot plants on carpeted areas.
- 16. The tenant/s agrees to pay for all water usage during the tenancy. The tenant/s agrees to pay for water usage within 21 days of being invoiced. Any overdue tenant invoices will be put forward to a tribunal hearing if necessary.
- 17. The tenant acknowledges and agrees that in the event of a rent payment being dishonored by the bank for any reason all relevant bank fees will be paid by the tenant/s.
- 18. The tenant acknowledges that in accordance with Residential Tenancy Agreement, the rental bond cannot be used as the last four (4) weeks rent.
- 19. Should the tenant/s wish to vacate the property prior to the expiration of the fixed term, the tenant/s will be liable to compensate the landlord the following costs:
 - i) Six (6) weeks break-lease fee if the vacate occurs within the first half of the agreement term
 - ii) Four (4) weeks break-lease fee if the vacate occurs within the second half of the agreement term
- 20. The tenant/s agrees that when they give written notice to vacate the property, they will contact the Agent within 48 hours to confirm receipt. The tenant/s agrees that upon vacating the premises, that the said premises will be cleaned at their expense.
- 21. The tenant/s is fully aware that the agent has a zero tolerance policy for rent arrears and acknowledges that the Agent will contact the tenant once they fall more than 3 days in arrears. Should the tenant/s fall 14 days or more behind in rental payments, the tenant/s is aware that the office policy is to issue a 14 day Termination Notice. No exceptions apply.
- 22. All keys must be returned to our office before 5pm on the date of termination/vacation, otherwise rent will be payable, as retaining keys constitutes residence of the premises.
- 23. The tenant/s acknowledge and agree that all non-urgent repairs are to be submitted to the Agent in writing and will be carried out between the hours of 8.30am and 5pm Monday to Friday.
- 24. The tenant/s acknowledge and agree is responsible to ensure that all Electricity, Gas, Phone & Utilities are connected in their names excluding Sydney Water.
- 25. The tenant/s acknowledges and agrees that the landlord's insurance on the rented premises covers only the building plus any permanent fixtures and fittings; it does not cover the tenant/s possessions. With the ever increasing incidence of burglary and theft it is strongly recommended that you take out contents insurance.

TENANT/S

Name: Hqia Ali + Amanda Ali + Yesmin Ali

Sign: x  x  x 



Property Management Associate

Payment Procedure

09/05/2019

Tenant: Hala Ali & Amanda Ali & Yesmin Ali


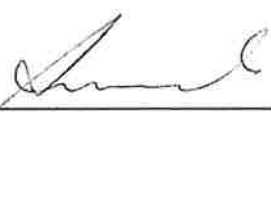

Property Address: **28 Wylde Crescent, Abbotsbury**

The following payment options are available to you (in order of preference)

1. Direct Debit (Direct Debit request form to be completed)
2. EFTPOS
3. Bank Cheque or Money Order provided by Australia Post

The following payment methods are NOT available:

1. Cash
2. Direct Deposit
3. BPay
4. Credit Card
5. Personal and Company cheques

x  x  x 

Hala Ali & Amanda Ali & Yesmin Ali

ARREARS POLICY

McGrath Liverpool has a zero tolerance policy to arrears. The following are the actions that will be taken should your rent fall into arrears.

Day 3 – you will receive a phone call asking for rent to be paid

Day 7 – you will receive a letter advising that if rent is not received the landlord will be notified of your breach of the tenancy agreement.

Day 10 – a last reminder phone call/text message will be sent and the landlord will be contacted.

Day 15 – a termination notice will be issued.

We have a three strikes and you are out policy. If during the term of your tenancy your rent falls into arrears on more than 3 occasions, your tenancy will be terminated at the end of the fixed term.

This document has been read and understood.

  
.....
Hala Ali & Amanda Ali & Yesmin Ali


.....
Property Management Associate

MRE 1/6/19 JP

McGrath

Tenant Agreement Confirmation

Privacy Notice

Personal information collected from potential tenants in the course of a tenancy application and subsequent tenancy is necessary for staff to verify the potential tenant's identity, to process and evaluate the application and to manage the tenancy. Personal information collected in the tenancy application and tenancy, including periodic inspections and reports may be disclosed to other parties including the landlord, employment referees, tradespeople, government and statutory authorities, financial institutions, other real estates, operators of tenancy reference data bases, and third parties as required by law. Information on tenancy reference databases may also be disclosed to us.

If the tenant fails to comply with their obligations under the tenancy agreement that fact will be passed on to a tenant reference database, landlord and other real estate agents.

If you wish to access the personal information we hold you can do this by contacting our office.

Declaration By Tenant

Name: HALA ALI

Name: AMANDA ALI + YERMIN ALI

Agree to rent the premises known as

28 WYLDE CRS ABBOTSBURY NSW 2176

- I/we agree that the property manager has explained all of the items in the Tenancy Agreement and I /we understand this explanation
- I/we understand that McGrath Camden has the right to take photographs during any Periodic Inspection. The photographs will only be used for the purpose of maintaining a record of the state of repair and cleanliness of the property and for no other reason
- I/we have signed all relevant pages of my Tenancy Agreement including any annexure and Fair Trading Documentation
- I/we understand the conditions of my Bond Lodgement
- I/we have signed a copy sheet of the Keys to be received
- I/we understand that Water Usage Consumption must be paid within 21 days of receipt of invoice from McGrath
- I/we understand the requirements for requesting Repairs and Maintenance
- I/we understand what is required under the signed Pet Agreement, should one be required
- I/we understand the Ingoing Report is to be returned within 7 days
- I/we understand Periodic Inspections can be conducted up to 4 times per year
- I/we have received a copy of the Agreement, Ingoing Report and Keys

Sign: _____
TENANT

Sign: _____
TENANT

Property Management Associate

Sign _____
TENANT

Liverpool
265B Macquarie Street
Liverpool NSW 2170
T +61 9824 1100
F +61 9824 1120

MRE (Liverpool) Pty Ltd ABN 52 607 449 865 (an independently owned and operated Franchised business) t/as McGrath Liverpool

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No: a051d4c7
Property Address: 28 WYLDE CRESCENT ABBOTSBURY
Expiry Date: 09 April 2022
Issuing Authority: Eddie Pauls - Accredited Certifier - bpb2385

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

RESIDENTIAL TENANCY AGREEMENT

- 19.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

SALE OF THE PREMISES

20. The landlord agrees:

- 20.1** 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
- 20.2** 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.

21. 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.

22. The landlord and tenant agree:

- 22.1** 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
- 22.2** 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

23. 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:

- 23.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2** if the Civil and Administrative Tribunal so orders,
- 23.3** if there is good reason for the landlord to believe the premises are abandoned,

23.4 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,

23.5 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),

23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

23.7 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,

23.8 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),

23.9 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),

23.10 if the tenant agrees.

24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

24.2 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

24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

25. 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.

26. 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.

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. The tenant agrees:

- 27.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2** 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
- 27.3** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

29. The landlord agrees:

- 29.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

RESIDENTIAL TENANCY AGREEMENT

29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

29.4 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

29.5 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.

30. The tenant agrees:

30.1 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

30.2 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.

31. 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

32. The landlord and tenant agree that:

32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

32.2 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

32.3 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

32.4 without limiting clause 32.3, 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 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. The landlord agrees not to charge for giving permission other than for the landlords reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. The landlord agrees:

34.1 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

34.2 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

34.3 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

34.4 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]

35. 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 Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

36. 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]

37. 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, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.

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

SWIMMING POOLS

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

40. 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]

40A. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

40A.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

40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

RESIDENTIAL TENANCY AGREEMENT

LOOSE-FILL ASBESTOS INSULATION

40B. The Landlord agrees:

- 40B.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
- 40B.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.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable and, if not applicable, note clauses 54.2(a) and 54.2(c)]

41. 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:

- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2 if the fixed term is for more than 3 years,

\$

This clause does not apply if the tenant terminates the 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, an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Also refer to clauses 52, 53, 54 and 55 for termination of this agreement.

Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

ADDITIONAL TERM - PETS

43. The tenant agrees not to keep animals on the residential premises without first obtaining the written consent of the landlord and, if applicable, the body corporate, community association or board of directors.
44. The landlord agrees that the tenant may keep the following animals on the residential premises unless otherwise prohibited by a strata by-law, community title rule, company title rule and/or management statement, or under a law relating to health or other applicable law:

45. The tenant agrees to:

- 45.1 have the carpet professionally cleaned and to have the residential premises treated by a professional pest control provider / entity if animals have been kept on the residential premises during the tenancy;
- 45.2 repair any damage caused by animals kept on the residential premises;
- 45.3 upon request, and in the form of evidence elected, by the landlord or landlord's agent, provide to the landlord or the landlord's agent (as the case may be) evidence that the tenant has complied with clauses 45.1 and 45.2 of this agreement; and
- 45.4 indemnify the landlord in respect of all claims arising out of or in connection with any damage, costs or personal injuries caused or contributed to by:
- (a) any animals kept by the tenant on the residential premises; and
- (b) any animals moving, or being moved by someone, across the residential premises and any common areas.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

46. The landlord and tenant 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.

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

47. Further to clauses 15 and 16 and subject to any applicable by-law, the tenant agrees:
- 47.1 to use the residential premises for residential purposes only;
- 47.2 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;
- 47.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 47.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.5 to wrap up and place garbage in a suitable container;
- 47.6 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;
- 47.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 47.8 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;
- 47.9 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;
- 47.10 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

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- 47.11 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;
- 47.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 47.13 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
- 47.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

48. The tenant agrees:

- 48.1 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
- 48.2 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

49. The tenant agrees:

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

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

ADDITIONAL TERM - OCCUPANTS

51. The tenant agrees:

- 51.1 not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 51.2 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

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

53. The tenant agrees:

53.1 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 17 of this agreement; and

53.2 that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) 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.

54. Notwithstanding any termination of the agreement, the tenant acknowledges and agrees that:

- 54.1 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;
- 54.2 if the tenant terminates this agreement before the expiry of the fixed term and if clauses 41 and 42 regarding the break fee are deleted (and, therefore, do not apply), subject to the parties' obligations to mitigate their losses:
- the tenant must:
 - reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and
 - pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first), and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act 2010*;
 - the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and
 - the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacant possession is provided by the tenant; and

54.3 the landlord is entitled to claim damages for loss of bargain in the event of a termination of this agreement on the grounds of a breach.

55. The landlord and the tenant agree that:

- 55.1 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;
- 55.2 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; and
- 55.3 the landlord's entitlement to claim damages for loss of bargain pursuant of clause 54.3 and the tenant's obligation to pay rent as and when it falls due are fundamental and essential terms of this agreement.

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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

56. The tenant acknowledges and agrees:

- 56.1** 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;
- 56.2** 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;
- 56.3** 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
- 56.4** 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)

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

- 57.1** 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;
- 57.2** 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;
- 57.3** to keep the water level above the filter inlet at all times;
- 57.4** to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;
- 57.5** not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and
- 57.6** 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):

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

58.1 the rent will be increased to

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

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

58.2 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.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

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

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

59.1 the rent will be increased to

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

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

59.2 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.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

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.

RESIDENTIAL TENANCY AGREEMENT

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

60. For avoidance of doubt:
- 60.1 a condition report which accompanies this agreement, forms part of this agreement;
- 60.2 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
- 60.3 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

61. The tenant agrees:

- 61.1 to reimburse the landlord, within 30 days of being requested to do so, for:
- (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
- (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
- (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;
- 61.2 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 38 of this agreement;
- 61.3 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; and
- 61.4 where the residential premises are subject to the *Strata Schemes Management Act 2015* or the *Strata Schemes Development Act 2015* to immediately notify the landlord or the landlord's agent of:
- (a) any windows in the residential premises that do not have any locks or other window safety devices; or
- (b) any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

so that the landlord or landlord's agent can ensure compliance with section 118 of the *Strata Schemes Management Act 2015* with respect to window safety devices.

ADDITIONAL TERM - TENANCY DATABASES

62. 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]

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

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

64. 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.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

65. Where the tenant has been provided with the requisite notice pursuant to clause 23.8 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.
66. 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 23.

ADDITIONAL TERM - PRIVACY POLICY

67. 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.

RESIDENTIAL TENANCY AGREEMENT

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

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

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

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

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

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

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

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

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

ADDITIONAL TERM - ADDITIONAL TERMS AND CONDITIONS

68. The landlord and tenant acknowledge that:

- 68.1 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; and
- 68.2 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 2010* (NSW) or any other Act; and
 - (b) they are not inconsistent with the standard terms and conditions of this agreement.

69. The landlord and tenant jointly and severally indemnify and hold harmless: The Real Estate Institute of New South Wales (REINSW) in relation to any actions, proceedings, claims, losses, costs and damages which REINSW suffers, incurs or becomes liable for and which arise directly or indirectly from or are in connection with any additional terms and/or conditions that are included in an 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.

RESIDENTIAL TENANCY AGREEMENT

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

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

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

Special Condition 16 - Compliance with planning and other requirements

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

NOTES.

1. Definitions

In this agreement

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

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 include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. 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 if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

RESIDENTIAL TENANCY AGREEMENT

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

All signatories to this agreement consent to it being entered into and signed online.

SIGNED BY THE LANDLORD

in the presence of: JESSICA BARON
(Name of witness)

x JBN
(Signature of witness)

[Signature]
(Signature of landlord)

SIGNED BY THE TENANT

in the presence of: JESSICA BARON
(Name of witness)

> JBN
(Signature of witness)

x [Signature]
(Signature of tenant)

in the presence of: JESSICA BARON
(Name of witness)

> JBN
(Signature of witness)

x [Signature]
(Signature of tenant)

in the presence of: JESSICA BARON
(Name of witness)

> JBN
(Signature of witness)

> [Signature]
(Signature of tenant)

in the presence of: _____
(Name of witness)

(Signature of witness)

(Signature of tenant)

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.

x [Signature]
(Signature of tenant)

x [Signature]
(Signature of tenant)

> [Signature]
(Signature of tenant)

(Signature of tenant)

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

4 July, 2003 **ENQUIRIES:** Mr Adam McFarlane on 9725-0279

Charlwood Home Improvements
87 Sterling Road
MINCHINBURY NSW 2770

Dear Sir/Madam,

**NOTICE OF DETERMINATION OF
DEVELOPMENT APPLICATION NO. 1054/2003**

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

You are advised that the subject application has been **APPROVED** pursuant to Section 80 of the Environmental Planning and Assessment Act, 1979 and is subject to the following conditions.

Property Description: Lot 713, DP 773720, No. 28 Wylde Crescent, Abbotsbury.
Description of Development: Carport & Awning.
Date of Determination: 4 July, 2003
Date of Operation of Consent: 7 July, 2003
Date Consent Will Lapse: 7 July, 2005
Classification(s) under B.C.A.: Carport - Class 10a
Awning - Class 10a

GENERAL CONDITIONS

The following conditions have been applied to ensure that the use of the land and/or building is carried out in such a manner that is consistent with the aims and objectives of the planning instrument affecting the land.

The development shall take place in accordance with the approved development variation plan reference number 30194, dated 7 June, 2003, except as modified in red by Council and/or any conditions of this consent.

All building work must be carried out in accordance with the provisions of the Building Code of Australia.

The applicant shall notify Fairfield City Council at least **two (2) days** prior to the commencement of any work on site.

During the construction period the applicant must ensure that:

- a. There is provision of a trade waste service to ensure that all debris and waste material is removed from the site for the period of construction;
- b. All plant equipment, fencing or materials of any kind is not placed or stored upon any public footpath or roadway.
- c. Any building work is carried out between 7.00am and 6.00pm Monday to Friday and 8.00am to 5.00pm Saturday. No work shall be undertaken on Sunday or a public holiday.

NOTE: On the spot penalties up to \$1,500 will be issued for any non-compliance with this requirement.

The structure shall not be enclosed beyond the extent shown on the approved plans.

The roof of the awning shall be provided with translucent sheets adjacent to all habitable rooms to provide sufficient natural lighting to the building.

The roof of the carport shall be provided with non-combustible metal roof sheeting to comply with the Building Code of Australia.

The stormwater drainage generated from the development shall be directed to the existing stormwater drainage system.

The complete roof guttering system must be operational as soon as the roof is clad. Surface stormwater shall not be directed or cause nuisance to adjoining properties.

PRIOR TO THE COMMENCEMENT OF ANY WORKS

The following conditions of consent have been imposed to ensure that the administration and amenities relating to the proposed development comply with all relevant requirements. These conditions are to be complied with prior to the commencement of any works on site.

Prior to the commencement of any works on site, the submission to the Principal Certifying Authority of plans approved by Sydney Water, certifying that the development complies with Sydney Water's requirements.

ADVISORY NOTES

The following information is provided for your assistance to ensure compliance with other relevant Council policy(s) and any other relevant requirements.

Prior to the commencement of any works, a Construction Certificate is required to be issued by a Principal Certifying Authority.

Enquiries regarding the issue of a Construction Certificate can be made to Council's Customer Service Centre on 9725-0222.

Where Fairfield City Council is nominated as the Principal Certifying Authority, it will be necessary to telephone Council on **9725-0222** to request an inspection of the development for each of the following stages during the construction process:-

- a) The pier holes/pads before they are filled with concrete.
- b) The framework including roof members when completed and prior to the fixing of any internal sheets.

NOTE 1: Timber framing shall be erected in compliance with AS.1684 and the National Timber Framing Code.

NOTE 2: Where timber roof trusses are used the truss manufacturer's details shall be made available on site to the accredited certifier.

- c) The building or structure when completed and before occupation or use is commenced.

It is the responsibility of the builder/applicant to organise the required inspections prior to the commencement of that work. **Inspections must be arranged prior to 3.30pm the day prior to the requested inspection date.**

Where a stage of work requires re-inspection because work was defective or not ready at the time of inspection (including no access to works to be inspected), an additional fee of \$86.60 for each re-inspection will be charged.

The applicant is to pay any outstanding inspection fees prior to final approval and occupation/use of the building.

The land upon which the subject building is to be constructed may be affected by restrictive covenants. Council issues this approval without enquiry as to whether any restrictive covenant affecting the land would be breached by the construction of the building, the subject of this permit. Persons to whom this permit is issued must rely on their own enquiries as to whether or not the building breaches any such covenant.

Pursuant to Section 95 of the Environmental Planning and Assessment Act, 1979 physical commencement of construction works/use of the land, building or work is required within two (2) year period from the issue of the date of consent after which time the approval will lapse.

Pursuant to Section 82A of the Environmental Planning and Assessment Act, 1979 an applicant who is dissatisfied with the determination with respect to the matters relating to the EP & A Act, may within twenty-eight (28) days from the date of determination, request Council, in writing, to review the determination.

Pursuant to Section 97 of the Environmental Planning and Assessment Act, 1979 an applicant may seek a Right of Appeal to the Land and Environment Court within twelve (12) months from the date of consent if they are dissatisfied with the determination by the consent authority.

ADAM McFARLANE
BUILDING SURVEYOR

Received under the
Freedom of Information Act
CRM 417679/2020 11/08/2020



BUILDING APPLICATION

No. 757/88

1/3/88

Local Government Act, 1919 (Ord
Administration Centre
Wakely Road, Wakely 2176



P/N 9198.290



R.M.W.

FORM TO BE FILLED OUT IN BLOCK LETTERS

LOCALITY SKETCH
Show Street, North Point and Lot in relation to nearest cross street.

LOCATION

LOT/POR: 713 SECT. D.P. 773 720

HOUSE No. STREET/ROAD WYLDE CRES

SUBURB ABBOTSBURY POSTCODE

ASS. No.

6009

Please see sketch

OWNER

FULL NAME (SURNAME)

ADDRESS

SUBURB POSTCODE PHONE No.

OWNER/BUILDER LICENCE No.

BUILDER

FULL NAME L.E.D. BUILDERS PTY. LTD. (SURNAME)

ADDRESS

SUBURB POSTCODE PHONE No. 727-2888

BUILDERS LICENCE No. 32187

BUILDING PARTICULARS

BUILDING PROPOSED DWELLING Number of New or Additional Self-Contained Units

VALUE OF BUILDING \$ 725.79 FLOOR AREA (M²) 172.09 35m² CLASSIFICATION OF BUILDING New Alt. Add

MATERIALS OF EXT WALLS B/U ROOF ROOF FLOOR/S C/SLAB.

MATERIALS New S/Hand Number of documents Submitted with Application 6 Plans 6 Spec. 6 Details

APPLICANT

PLANS TO BE: PICKED UP POSTED TO (ADDRESS IF TO BE POSTED)

I, the undersigned, hereby make application to Council for permission to erect a building, as above, and as per accompanying plans and specifications and in accordance with provisions of the Local Government Act, 1919, as amended, and the Ordinances thereunder and to pay on request any additional fees, deposits or restoration charges as assessed by Council.

NOTE: If you or your client would prefer not to receive advertising material concerning building products or services please tick the box provided and the lists used by advertisers will be appropriately indicated

SIGNATURE OF APPLICANT [Redacted] Owner Builder Arch. S. Eng.

PRINTED NAME OF APPLICANT

OFFICE USE ONLY

Directed To	Date	Dist No	Indicate Action Phone, Letter, Action Complete	Census No	Initials	Date	\$	C	Rec. No	Date Paid	
B.A.	2/3/88						54	226	8484	1-3-88	
							54				
							52	SUPERLDO.			
							10	105			
							B81	400			
							B86	180			
							92				
							94				
							51				
Date Approved 15/1/88							Long Service Levy Payment <input type="checkbox"/> YES <input type="checkbox"/> No 0423840		TOTAL		



PLANS, DETAILS AND SPECIFICATIONS RECEIVED BY [Redacted] DATE 22/03/88



FAIRFIELD CITY COUNCIL

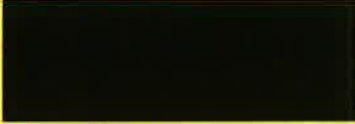
Administration Centre, Avoca Road, Wakeley
Phone: 609 0222
DX 25063 Fairfield
FAX: 609 0208

All communications addressed to:
Town Clerk, P.O. Box 21
FAIRFIELD, N.S.W., 2165

Your Ref:

Our Ref: R/R/1111

Personal Enquiry: Mr. Keyes -
Health & Building Dept.



18th March, 1988.

Dear Sir/Madam,

Building Application No. 757/88.

Building Type Dwelling

Premises Lot 713 Wylde Cres., Abbotsbury.

The subject Building Application has been approved subject to conditions and the Building Permit prepared for issue conditional upon the undermentioned matters being complied with: -

1. The Building & Construction Industry Long Service Payment levy being paid, to a branch of the State Bank or Long Service Payments Corporation and receipt presented to Council.
2. No building works shall be undertaken/commenced until all conditions of release have been satisfied and the plans and specifications have been collected from Council.

The Building Permit will lapse if the building is not substantially commenced within TWELVE (12) MONTHS from the date hereon.

When attending to this please call at Council's Health and Building Department, Administration Centre, Avoca Road, Wakeley, and present this letter.

Yours faithfully,

T. S. JONES.

Town Clerk.

Per: 

Released under GIPA CRM 417679/2020 - 7/108/2020



FAIRFIELD CITY COUNCIL

Administration Centre, Ayoca Road, Wakeley
Phone: 609 0222
DX 25063 Fairfield
FAX: 609 0208

All communications addressed to:
Town Clerk, P.O. Box 21
FAIRFIELD, N.S.W., 2165

BUILDING PERMIT

Local Government Act, 1919, Part XI & Ordinance 70

PERMIT No. 757/088 DATE 18/11/08
ISSUED IN RESPECT OF HOUSE No. _____ LOT No. 517 SECTION _____
D.P. 157/91 ASST. No. _____ STREET FAIRFIELD
LOCALITY METROPOLITAN

APPLICANT'S NAME AND ADDRESS	OWNER'S NAME AND ADDRESS	BUILDER'S NAME AND ADDRESS
<i>[Faint text]</i>		<i>[Faint text]</i>

Approved for the erection of a Class _____ Building, i.e. _____ for the value of \$ _____ subject to compliance with the Local Government Act, relevant Ordinances issued thereunder and conditions numbered inclusive as set out hereon.

NOTE: This approval shall be void if the building work to which it refers is not substantially commenced within twelve (12) months after the date of the approval.

An applicant for Building Approval under Part XI of the Local Government Act, 1919, as amended, has the right to appeal pursuant to Section 317L of the said Act to The Land and Environment Court.

T. S. BARNES

per Building Surveyor

CONDITIONS OF APPROVAL

1. These plans must be submitted to the Building Plan Section of the Metropolitan Water, Sewerage and Drainage Board, Mezzanine Floor, 341 Pitt Street, Sydney, at least fourteen days prior to the commencement of work to ensure that the proposed structure meets with the requirements of the Board's By-Laws concerning:—

The Location of Sanitary Fixtures AND The Relationship of Building to:—

- i. (a) Watermains. (b) Sewers (c) Stormwater Channels.
- ii. To the Valuations Section for valuing purposes in connection with Section 97(4) and (7) of the Board's Act, and for the calculation of a Building Fee in accordance with By-Law 7(1) (a) of the Board's Act.

FAILURE TO SUBMIT THESE PLANS BEFORE COMMENCING WORK WILL RENDER THE OWNER LIABLE TO A PENALTY AND MAY RESULT IN THE DEMOLITION OF THE WORK AT THE BUILDER'S EXPENSE.

FOR ADDITIONAL CONDITIONS SEE OVERLEAF



FAIRFIELD CITY COUNCIL

Administration Centre, Avoca Road, Westmead
Phone: 609 0222
DX 25063 Fairfield
FAX: 609 0208

All contributions should be sent to:
Town Clerk, P.O. Box 21,
FAIRFIELD, N.S.W., 2165

2. The building shall be erected in conformity with the approved plans and specifications and in accordance with the conditions of approval set out hereon. Alterations, modifications, or variations to these plans or specifications will not be recognised by Council unless the written approval of the Council is obtained beforehand, or an amended plan is submitted to and approved by Council beforehand.
3. A sign, indicating the allotment number and names of the owner and builder, shall be prominently exhibited and maintained on the allotment throughout the course of building operations. (This sign may also contain the information required to be displayed by virtue of Clause 21 of the Regulations of the Builders Licensing Act, 1971).
4. No building materials, plant or the like, are to be stored on the road or footpath and the pathway shall be kept in a clean and tidy and safe condition during building operations. Council reserves the right, without notice, to rectify any such breach and to charge the cost against the builder or applicant as the case may be.
5. No trees shall be damaged, destroyed or removed other than those on the land to be occupied by building or driveways.
6. Temporary toilet accommodation (for workmen engaged on the site) in accordance with the requirements of Ordinance 44, Clause 11A, Local Government Act, 1919, shall be provided prior to works commencing on the site — Penalty \$100.00. A sewerated toilet shall be provided for workmen during building operations on every multi-residential, commercial, industrial, institutional and assembly buildings (Classes II to IX) and where two or more adjacent dwellings are constructed concurrently (one W.C. per five dwellings or part thereof), Subject to prior notification and the individual merits of the case, consideration will be given to use of regularly serviced approved portable self-contained chemical closets in lieu of sewerated toilets.
7. At least 48 hours notice shall be given to Council to permit the inspection of:—
 - (a) Trenches; Piers; Pool Excavations — with reinforcing steel in position but before concrete is poured.
 - (b) Foundations — before dampcourse is built on.
 - (c) Slabs and concrete columns and stairs — with reinforcing steel in position but before concrete is poured.
 - (d) All timber framing (floor, walls and roof) before covering or lining.
 - (e) Damp-proof coursing at junction of wall and floor of all wet areas. Bath plinths are to be provided but not enclosed at the time of this inspection — Vide Clauses 47.8 (1) and 53.7 Ordinance 70.
 - (f) Drainage; lines — before covering.
 - (g) Complete structure — before occupancy.

WARNING:

The Builder must satisfy himself that the result of any such inspection will enable work to continue.

PARTICULAR ATTENTION SHOULD BE PAID TO THE ABOVE AND TO THE SETTING OUT OF THE BUILDING IN RELATION TO THE BOUNDARIES AS ANY INFRINGEMENTS MAY PREJUDICE THE ISSUE BY COUNCIL OF A CERTIFICATE OF COMPLIANCE UNDER SECTION 317A OF THE LOCAL GOVERNMENT ACT, 1919. SUCH CERTIFICATES ARE OFTEN REQUIRED BY LENDING INSTITUTIONS WHEN SALE OF BUILDINGS ARE TRANSACTED.

8. Stormwater drainage lines across footpath to the street gutter shall be of steel, iron, concrete or P.V.C. (Sewer Grade), without collars, laid at a fall not exceeding 1:40 for 100mm pipe, 1:60 for 150mm pipe.
9. Fencing to be erected within the building alignment shall be no higher than one metre unless the prior written approval of the Council is obtained beforehand.
10. In the case of Class II to IX buildings (i.e. multi-residential, commercial, industrial, institutional and assembly buildings) and their additions, the building shall not be occupied without a Certificate of Classification being obtained from the Council beforehand.

SEE ATTACHMENTS



FAIRFIELD CITY COUNCIL

Administration Centre, Avoca Road, Wakeley
Phone: 609 0222
DX 25083 Fairfield
FAX: 609 0208

All communications addressed to:
Town Clerk, P.O. Box 21
FAIRFIELD, N.S.W., 2165

0.1. 757/88.

11. Details prepared and certified by a Practising Structural Engineer shall be submitted to Council in respect of:
 - (a) reinforced concrete work
 - (b) retaining wallsand approval obtained prior to works commencing. Vide - Local Government Act, Section 314, Ordinance 70, Clause 8.2.
12. The wall of the dwelling/attached garage shall stand at least 900mm from the side boundary. Vide - Ordinance 70, Clause 11.6(2) - Local Government Act, Section 313.
13. The outside edge of the gutter or gable ends, of the dwelling, shall stand at least 75mm clear of the side boundary. Vide - Ordinance 70, Clause 11.6(1).
14. In the case of residential buildings (dwellings, flats etc.) and their habitable additions, the finished floor level of any ground floor reinforced concrete slab shall be 300mm above adjacent finished ground level. Vide - Section 313, Local Government Act.
15. The foundation area beneath the raft slab (slab on ground) shall be treated by a reputable pest control firm to provide a soil treated barrier to protect the building against subterranean termites. When the treatment has been completed a Certificate shall be submitted to Council stating that the treatment has been carried out in accordance with A.S. 2057. Once the treatment has been carried out the builder shall cover the treated area with a polythene membrane forthwith.

Note: The chemical used in the spray preparation is extremely toxic. Application by recognised pest control firm strongly recommended.
16. The raft slab (slab-on-ground) shall be constructed in accordance with Council's policy/guidelines for slab-on-ground, cut and fill requirements, for dwelling construction. The maximum depth of fill to slab-on-ground construction shall be no greater than 600mm unless the slab is designed as a suspended slab and separate Council approval is obtained beforehand. All loadbearing walls and non-loadbearing masonry walls shall be carried upon footings that bear upon adequate natural foundation.

Clay filling is not permitted beneath slab-on-ground construction within the defined flood area or in any area where the water table may extend into the filling.
17. The roof shall be provided with a complete drainage system. Roofwater shall be disposed of to the drainage easement. Vide - Ordinance 70, Clause 44.1.



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U.A. 2977PP.

18. Approved products that have a resistance to moisture, shall only be used as a lining, and as a lining finish to floors and walls of wet areas, and shall be installed in accordance with manufacturer's details. Floors are to be properly graded and drained to approved outlet/s.

The intersection of the floor with the walls and the construction of shower recesses shall be in strict accordance with Council's "Code for Flashing & Waterproofing of Wet Rooms in Buildings" (a copy of which is attached).

19. (a) Location & size of letter box to be approved by Australia Post.
(b) Unimpeded access is to be provided to the Prospect County Council's metering equipment.
20. Prior to the commencement of any works on the site, the applicant shall return the attached footpath/kerb and gutter form to Council detailing the existence of, and the condition of any footpaving, and or kerb and gutter provided adjoining the site for checking against Council's records.
21. The applicant shall cause a gutter crossing to be constructed at the entrance driveway of the allotment prior to use or occupation of the building. Application and payment of fees shall be made with Council's Engineering Department. Vide - Local Government Act, Section 313 & Ordinance 30.

NOTE: SHOULD IT BE NECESSARY FOR YOU TO SEEK ADVICE, NOTIFY COUNCIL FOR INSPECTIONS OF WORKS, IN RESPECT OF THIS PERMIT, COUNCIL'S HEALTH & BUILDING SUPERVISOR WILL BE AVAILABLE BETWEEN 3.00 P.M. & 4.00 P.M. WEEKDAYS. WHEN CALLING PLEASE QUOTE BUILDING PERMIT NO. DISPLAYED ON THIS PERMIT.

Released under GIPA CRM 417679/2020 - 11/08/2020

Q



BUILDING APPLICAT



No. 3913 /88

Local Government Act, 1919 (Ordinance 70)
Administration Centre DX25063 Fairfield
Avoca Road, Wakely 2176 P.O. Box 21, Fairfield
Telephone: 609 0222

P/N 9198-290

FORM TO BE FILLED OUT IN BLOCK LETTERS

597

LOT/POR: 713 SECT: D.P. 173720

HOUSE No. 28 STREET/ROAD Mylde Cree

LOCATION Pt. 17952.75230

SUBURB Abbotsbury POSTCODE 2176

ASS. No.

88/6009

LOCALITY SKETCH
Show Street, North Point and Lot in relation to nearest cross street.

OWNER

FULL NAME: [Redacted] (SURNAME)

ADDRESS: 713 Mylde Cree

SUBURB: Abbotsbury POSTCODE: PHONE No.:

OWNER/BUILDER LICENCE No.:

BUILDER

FULL NAME: Ideal Pads Pty Ltd (SURNAME)

ADDRESS: 7 Elizabeth Drive

SUBURB: Abbotsbury POSTCODE: 2170 PHONE No. 60921715

BUILDERS LICENCE No. 38333

BUILDING PARTICULARS

BUILDING PROPOSED: 19780 e.g. Dwelling, Garage, Factory, Shop etc. Number of New or Additional Self-Contained Units:

VALUE OF BUILDING \$: 39780 FLOOR AREA (M²): CLASSIFICATION OF BUILDING: New All Add

MATERIALS OF EXT WALLS: ROOF: FLOOR/S: Concrete

MATERIALS: New S/Hand Number of documents Submitted with Application: 3 Plans Spec. Details

APPLICANT

PLANS TO BE: PICKED UP POSTED TO: 7 Elizabeth Drive, Pt. Abbotsbury

(ADDRESS IF TO BE POSTED)

I, the undersigned, hereby make application to Council for permission to erect a building, as above, and as per accompanying plans and specifications and in accordance with provisions of the Local Government Act, 1919, as amended, and the Ordinances thereunder and to pay on request any additional fees, deposits or restoration charges as assessed by Council.

NOTE: If you or your client would prefer not to receive advertising material concerning building products or services please tick the box provided and the lists used by advertisers will be appropriately indicated

SIGNATURE OF APPLICANT: [Redacted]

PRINTED NAME OF APPLICANT: [Redacted]

Owner Builder Arch. S. Eng.

OFFICE USE ONLY

Directed To	Date	Dist. No.	Indicate Action (Phone, Letter)	Consent No.	Initials	Date	\$	C	Rec. No.	Date Paid	
SK	12/10/88					19/10	54	39	80	18470	11/10/88
							54				
							52				
							10				
							881	300.00		✓	✓
							886	80.00		✓	✓
							92				
							94				
							51				
Date Approved: 19/10/88							Long Service Levy Payment: <input type="checkbox"/> YES <input type="checkbox"/> No		TOTAL		



PLANS, DETAILS AND SPECIFICATIONS RECEIVED BY: 2 PLANS POSTED 401 DATE: 19/10/88

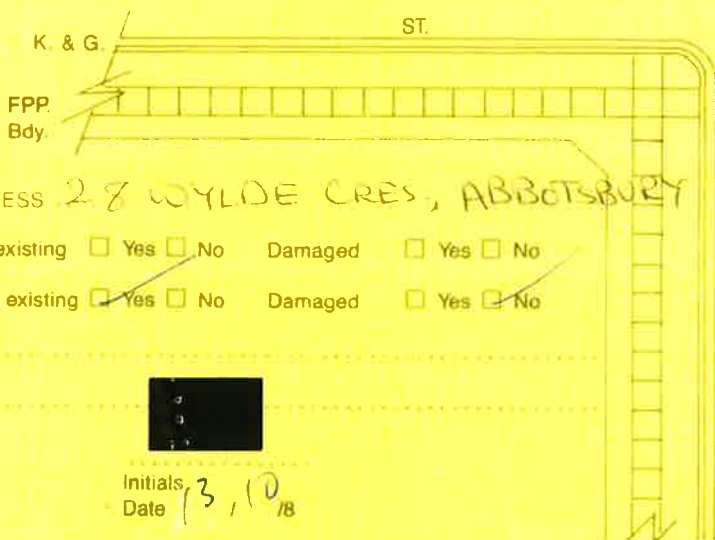
RECORD OF BUILDING INSPECTIONS

Inspections	Date	Result	Initial	Cert. Received	Defects/Comments
Bored Piers					
Strip Footings & Pads					F8 <input type="checkbox"/> F11 <input type="checkbox"/> F12 <input type="checkbox"/>
Raft/Ground Floor Slab					
1st Floor Slab					
Pool Steel	21/11/88	S	█		repointed chamo, pump before pour.
DPC/Frame					
Wet Area Flashing					
Stormwater Lines/Pool Fence					P.V.C. <input type="checkbox"/> <input type="checkbox"/> Street Easement V.C.P. <input type="checkbox"/> <input type="checkbox"/> Pit
Final 317A App. <input type="checkbox"/>					

A.P.D. — As Per Details A.P.S. — As Per Specification S — Satisfactory S/B — See Below
 A.P.C. — As Per Conditions T.C.C. — To Council's Code N/S — Not Satisfactory

POOL FENCE / FINAL SATIS 16/3/89

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B/A No. 3913/88
 Ass No.

Copy of F.P.P. and K & G to CE 1 1
 Refund Card to CE 22 3 189



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All communications addressed to:
Town Clerk, P.O. Box 21
FAIRFIELD, N.S.W., 2165

Your Ref:
Our Ref: RWK/WD
Personal Enquiry: Mr. Keyes -
Health & Building Dept.

Ideal Pools Pty Ltd,
317 Elizabeth Drive,
MOUNT PRITCHARD. 2170

19th October, 1988

Dear Sir,

Building Application No. 3913/88

Building Type Swimming Pool

Premises 28 Wylda Crescent, Abbotsbury

In reference to the subject Building Application, I wish to advise that the application has been approved and the Building Permit and your copy or copies of the plans and specifications are attached hereto.

A copy of the Building Permit has been forwarded to the owner (if he or she is not the applicant).

Yours faithfully,

T. S. BARNES.

TOWN CLERK.

Per [Redacted]

Encl.

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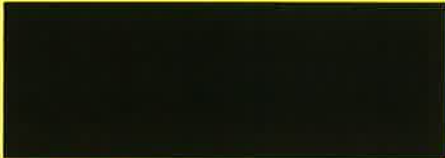


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All communications addressed to:
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Your Ref:
Our Ref: RMR/ND
Personal Enquiry: Mr. Keyes -
Health & Building Dept.



19th October, 1988

Dear Sir/Madam,

Building Application No. 3913/88

Building Type Swimming Pool

Premises 28 Wylde Crescent, Abbotsbury

Details on the subject Building Application indicate that you are the owner of the premises on which the proposed building is to be erected.

The application has now been approved, subject to conditions, and the Building Permit, plans and specifications have been posted to the applicant (being the builder or architect).

Attached hereto is a copy of the Building Permit for your information in order that you are aware of the conditions of approval.

Yours faithfully,

T. BARNES.

TOWN CLERK.

Per: 

Encl.

Released under GIPA/CRM 417679/2020 - 1/10/2020



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BUILDING PERMIT

Local Government Act, 1919, Part XI & Ordinance 70

PERMIT No. 3913/88 DATE 19/10/88
ISSUED IN RESPECT OF HOUSE No. --28 LOT No. -713 SECTION ---
D.P. 773720 ASST. No. P/N. 9198.290 STREET Wilde Crescent,
LOCALITY ARBOTSBURY,

APPLICANT'S NAME AND ADDRESS	OWNER'S NAME AND ADDRESS	BUILDER'S NAME AND ADDRESS
Builder		Ideal Pools, 317 Elizabeth Drive, MOUNT PRITCHARD.

Approved for the erection of a Class --* Building, i.e. Swimming Pool for the value of
\$ 9,980 subject to compliance with the Local Government Act, relevant Ordinances issued thereunder and
conditions numbered inclusive as set out hereon. 1-11

NOTE: This approval shall be void if the building work to which it refers is not substantially commenced within twelve (12) months after the date of the approval.

An applicant for Building Approval under Part XI of the Local Government Act, 1919, as amended, has the right to appeal pursuant to Section 317L of the said Act to The Land and Environment Court.

T. S. BARNES
Town Clerk

per Building Surveyor

CONDITIONS OF APPROVAL

1. These plans must be submitted to the Building Plan Section of the Metropolitan Water, Sewerage and Drainage Board, Mezzanine Floor, 341 Pitt Street, Sydney, at least fourteen days prior to the commencement of work to ensure that the proposed structure meets with the requirements of the Board's By-Laws concerning:—

The Location of Sanitary Fixtures AND The Relationship of Building to:—

- i. (a) Watermains. (b) Sewers (c) Stormwater Channels.
- ii. To the Valuations Section for valuing purposes in connection with Section 97(4) and (7) of the Board's Act, and for the calculation of a Building Fee in accordance with By-Law 7(1) (a) of the Board's Act.

FAILURE TO SUBMIT THESE PLANS BEFORE COMMENCING WORK WILL RENDER THE OWNER LIABLE TO A PENALTY AND MAY RESULT IN THE DEMOLITION OF THE WORK AT THE BUILDER'S EXPENSE.

FOR ADDITIONAL CONDITIONS SEE OVERLEAF



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2. The building shall be erected in conformity with the approved plans and specifications and in accordance with the conditions of approval set out hereon. Alterations, modifications, or variations to these plans or specifications will not be recognised by Council unless the written approval of the Council is obtained beforehand, or an amended plan is submitted to and approved by Council beforehand.
3. A sign, indicating the allotment number and names of the owner and builder, shall be prominently exhibited and maintained on the allotment throughout the course of building operations. (This sign may also contain the information required to be displayed by virtue of Clause 21 of the Regulations of the Builders Licensing Act, 1971).
4. No building materials, plant or the like, are to be stored on the road or footpath and the pathway shall be kept in a clean and tidy and safe condition during building operations. Council reserves the right, without notice, to rectify any such breach and to charge the cost against the builder or applicant as the case may be.
5. No trees shall be damaged, destroyed or removed other than those on the land to be occupied by building or driveways.
6. Temporary toilet accommodation (for workmen engaged on the site) in accordance with the requirements of Ordinance 44, Clause 11A, Local Government Act, 1919, shall be provided prior to works commencing on the site — Penalty \$100.00. A sewerated toilet shall be provided for workmen during building operations on every multi-residential, commercial, industrial, institutional and assembly buildings (Classes II to IX) and where two or more adjacent dwellings are constructed concurrently (one W.C. per five dwellings as part thereof). Subject to prior notification and the individual merits of the case, consideration will be given to use of regularly serviced approved portable self-contained chemical closets in lieu of sewerated toilets.
7. At least 48 hours notice shall be given to Council to permit the inspection of:—
 - (a) Trenches; Piers; Pool Excavations — with reinforcing steel in position but before concrete is poured.
 - (b) Foundations — before dampcourse is built on.
 - (c) Slabs and concrete columns and stairs — with reinforcing steel in position but before concrete is poured.
 - (d) All timber framing (floor, walls and roof) before covering or lining.
 - (e) Damp-proof coursing at junction of wall and floor of all wet areas. Bath plinths are to be provided but not enclosed at the time of this inspection — Vide Clauses 47.8 (1) and 53.7 Ordinance 70.
 - (f) Drainage; lines — before covering.
 - (g) Complete structure — before occupancy.

WARNING:

The Builder must satisfy himself that the result of any such inspection will enable work to continue.

PARTICULAR ATTENTION SHOULD BE PAID TO THE ABOVE AND TO THE SETTING OUT OF THE BUILDING IN RELATION TO THE BOUNDARIES AS ANY INFRINGEMENTS MAY PREJUDICE THE ISSUE BY COUNCIL OF A CERTIFICATE OF COMPLIANCE UNDER SECTION 317A OF THE LOCAL GOVERNMENT ACT, 1919. SUCH CERTIFICATES ARE OFTEN REQUIRED BY LENDING INSTITUTIONS WHEN SALE OF BUILDINGS ARE TRANSACTED.

8. Stormwater drainage lines across footpath to the street gutter shall be of steel, iron, concrete or P.V.C. (Sewer Grade), without collars, laid at a fall not exceeding 1:40 for 100mm pipe, 1:60 for 150mm pipe.
9. Fencing to be erected within the building alignment shall be no higher than one metre unless the prior written approval of the Council is obtained beforehand.
10. In the case of Class II to IX buildings (i.e. multi-residential, commercial, industrial, institutional and assembly buildings) and their additions, the building shall not be occupied without a Certificate of Classification being obtained from the Council beforehand.

SEE ATTACHMENTS



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P. A. 3013/88

- 1) The pool shall be installed and fenced around its perimeter in accordance with Council's Code for Private Swimming Pools and Spas, attached hereto. The pool shall not be filled with water nor be permitted to retain water until all required safety fencing has been erected and approved by Council's Building Surveyor. Vide - Local Government Act, Section 288C. (Note: All other facilities, including clothes drying lines, shall be outside the fenced areas). Filter backwash waters shall be discharged to the sewer mains of the Metropolitan Water, Sewerage & Drainage Board in accordance with the Board's requirements.

For the prevention of noise nuisance, filtration equipment shall be located so as not to adversely affect adjoining premises/occupants, or alternatively approved means of sound insulation shall be provided to enclose the equipment.

NOTE: SHOULD IT BE NECESSARY FOR YOU TO SEEK ADVICE, NOTIFY COUNCIL FOR INSPECTIONS OF WORKS, IN RESPECT TO THIS PERMIT, COUNCIL'S HEALTH & BUILDING SURVEYOR WILL BE AVAILABLE BETWEEN 9.00 P.M. & 4.00 P.M. WEEKDAYS. WHEN CALLING PLEASE QUOTE BUILDING PERMIT NO. DISPLAYED ON THIS PERMIT.

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