

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Southlands Estate Agents Shop 9, 2 Birmingham Road, South Penrith NSW 2750 Email: admin@southlandsea.com.au	Phone: 02 4721 1111 Fax: 02 4721 1112
co-agent		
vendor		
vendor's solicitor	Village Green Conveyancing 9 Tindale Street, Penrith NSW 2751 PO Box 491, Penrith NSW 2751 Email: info@villagegreenconveyancing.com.au	Phone: 4732 2515 Fax: 4732 2575 Ref: ME:20/341
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	14 Sunset Avenue, South Penrith NSW 2750 Lot 361 in Deposited Plan 241114 Folio Identifier 361/241114	
improvements	☐ VACANT POSSESSION ☒ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds ☒ built-in wardrobes ☒ clothes line ☐ curtains	☐ dishwasher ☒ fixed floor coverings ☒ insect screens ☒ other: Ducted air conditioning	☒ light fittings ☒ range hood ☐ solar panels	☒ stove ☐ pool equipment ☒ TV antenna
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date		(if not stated, the date this contract was made)		

buyer's agent							
<table border="0"> <tr> <td>vendor</td> <td> GST AMOUNT (optional) The price includes GST of: \$ </td> <td>witness</td> </tr> <tr> <td>purchaser</td> <td> ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares </td> <td>witness</td> </tr> </table>	vendor	GST AMOUNT (optional) The price includes GST of: \$	witness	purchaser	☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares	witness	
vendor	GST AMOUNT (optional) The price includes GST of: \$	witness					
purchaser	☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares	witness					

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 30):

PEXA

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 (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 *GSTRW* rate (residential withholding rate): \$

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

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

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

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

List of Documents

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

For example, as purchaser, you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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 - SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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. The purchaser may rescind the contract at any time before 5pm on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.
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.**

SPECIAL CONDITIONS

1. The purchaser hereby warrants covenants agrees and acknowledges that the purchaser has inspected the whole of the property hereby agreed to be sold and is satisfied as to the structural condition or suitability for any particular purpose of the property or any improvements thereon.
2. The purchaser acknowledges that the purchaser has entered into this contract relying on the purchaser's own inspections, enquiries and knowledge and does not rely on any representations or warranties made by the vendor or by anybody on the vendor's behalf and the parties agree that there have been no warranties, agreements, conditions and undertakings made between them other than those in writing contained in this Contract.
3. The purchaser warrants that the purchaser was not introduced to the property nor to the vendor by any real estate agent other than the vendor's agent named in this contract. The purchaser indemnifies and will continue to indemnify the vendor against any claim made by any agent, other than the vendor's agent, in breach of this warranty and all costs and expenses incurred in relation to such a claim. This clause shall not merge on completion.
4. If before completion the vendor or purchaser or any one of them should:
 - (a) die, be declared bankrupt or become mentally ill then either party may rescind this contract by notice in writing whereupon the provisions of Clause 19 hereof shall apply; or
 - (b) being a company, resolve to go into liquidation or have a petition for its winding up presented or entered into any scheme of arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of such party then such party shall be deemed to be in default hereunder.
5. If either party is unable or unwilling to complete by the Completion Date, the other party shall be entitled at any time after the Completion Date to issue a Notice to Complete making the time for completion essential. The vendor reserves the right to withdraw and reissue the Notice. The parties agree that fourteen (14) days shall

be deemed to be sufficient and reasonable time for compliance with any notice given by one party to the other requiring the other to complete the contract and render the time for completion essential.

6. If the purchaser fails to complete this contract by the completion date without default by the vendor the purchaser shall pay to the vendor on completion in addition to the balance of the purchase monies interest calculates at the rate of ten per centum (10%) per annum on the balance of the purchase monies outstanding hereunder such interest to be calculated computed from the date provided for completion until the date of actual completion. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.
7. If on completion any apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated, then either party upon request agrees to pay such amount to the other party or appropriate authority the amount that has been overlooked or incorrectly calculated. This clause shall not merge on completion.
8. If a deposit of less than ten per centum (10%) of the price is paid by the purchaser, then for the purposes of Clause 9 the deposit to be forfeited shall be deemed to be ten per centum (10%) of the price and any difference between the deposit and the deemed deposit shall be paid by the purchaser to the vendor upon demand.
9. Clauses 1–31 inclusive in this contract shall be deemed to be amended as follows:
 - The words on reasonable grounds in Clause 8.1 are deleted.
 - Clause 14.4.2 is deleted.
 - Clause 18.7 is deleted.
10. The parties agree that if the purchaser has, at exchange, provided the vendor with a Deposit Bond ("bond"), the bond will be dealt with as it if were a cash deposit under the contract and the vendor is entitled to immediately draw upon the bond in any circumstances where the vendor is entitled to the deposit. At settlement the purchaser must pay to the vendor in addition to all other moneys payable under this contract, the full purchase price (less any deposit held by the agent) and the vendor will return the original bond to the purchaser.
11. The purchaser agrees that on the making of this contract the deposit shall be released to the vendor or to whom the vendor's conveyancer may direct. The purchaser acknowledges that such release is for the purpose of enabling the vendor to pay a deposit on the property being purchased by the vendor and that such deposit is held in the trust account or a real estate agent, solicitor or licensed conveyancer and shall not be further released without the purchaser's written consent.



LAND REGISTRY SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 361/241114

SEARCH DATE	TIME	EDITION NO	DATE
28/9/2020	4:07 PM	5	5/1/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 361 IN DEPOSITED PLAN 241114
AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP241114

FIRST SCHEDULE

SHANE ALAN CORDEROY
CARA HELEN CORDEROY
AS JOINT TENANTS

(T AG946489)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP236837 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP237522 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP239022 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP239299 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP239881 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP241114 RESTRICTION(S) ON THE USE OF LAND
- 8 AM33038 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

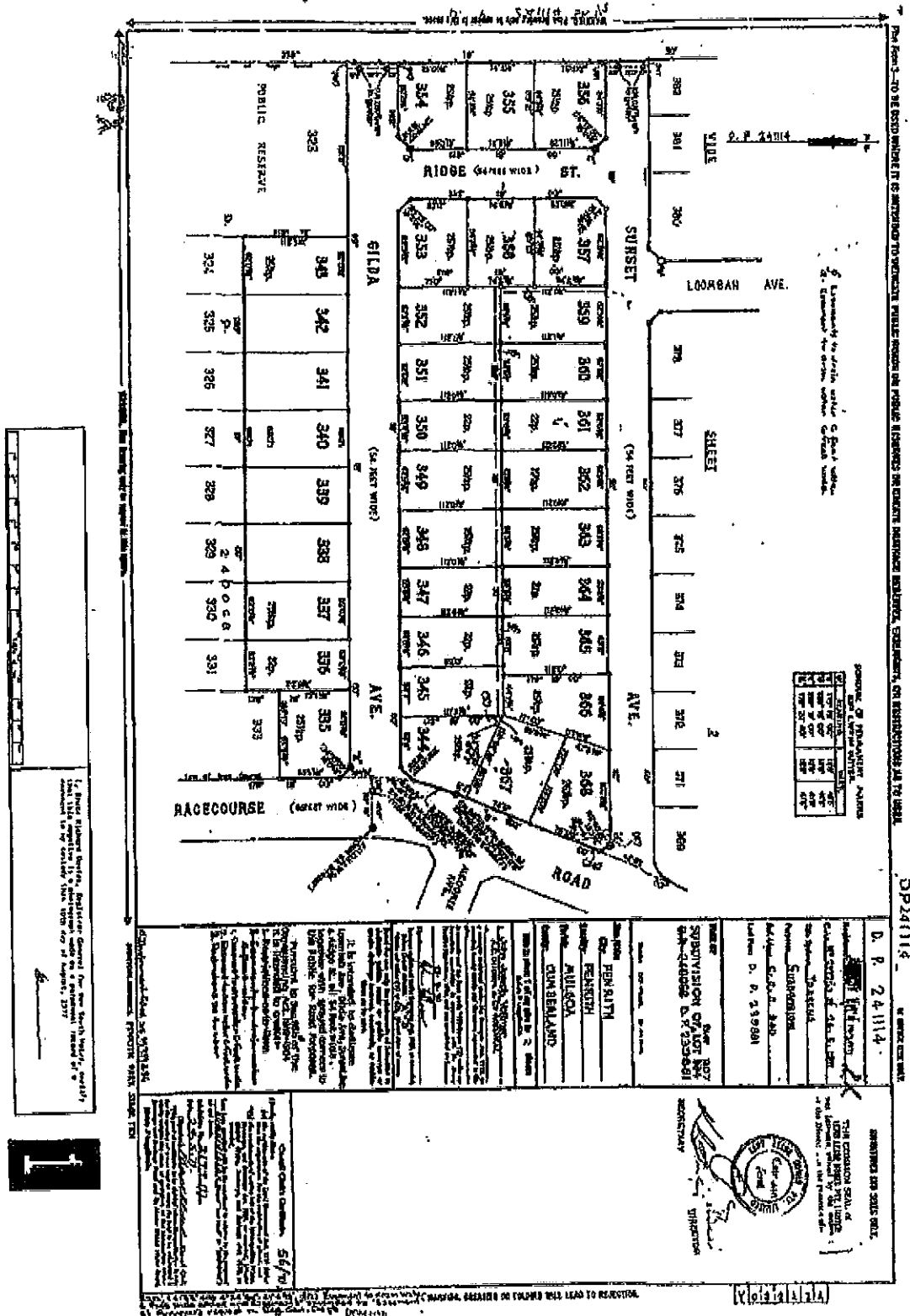
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

corderoy

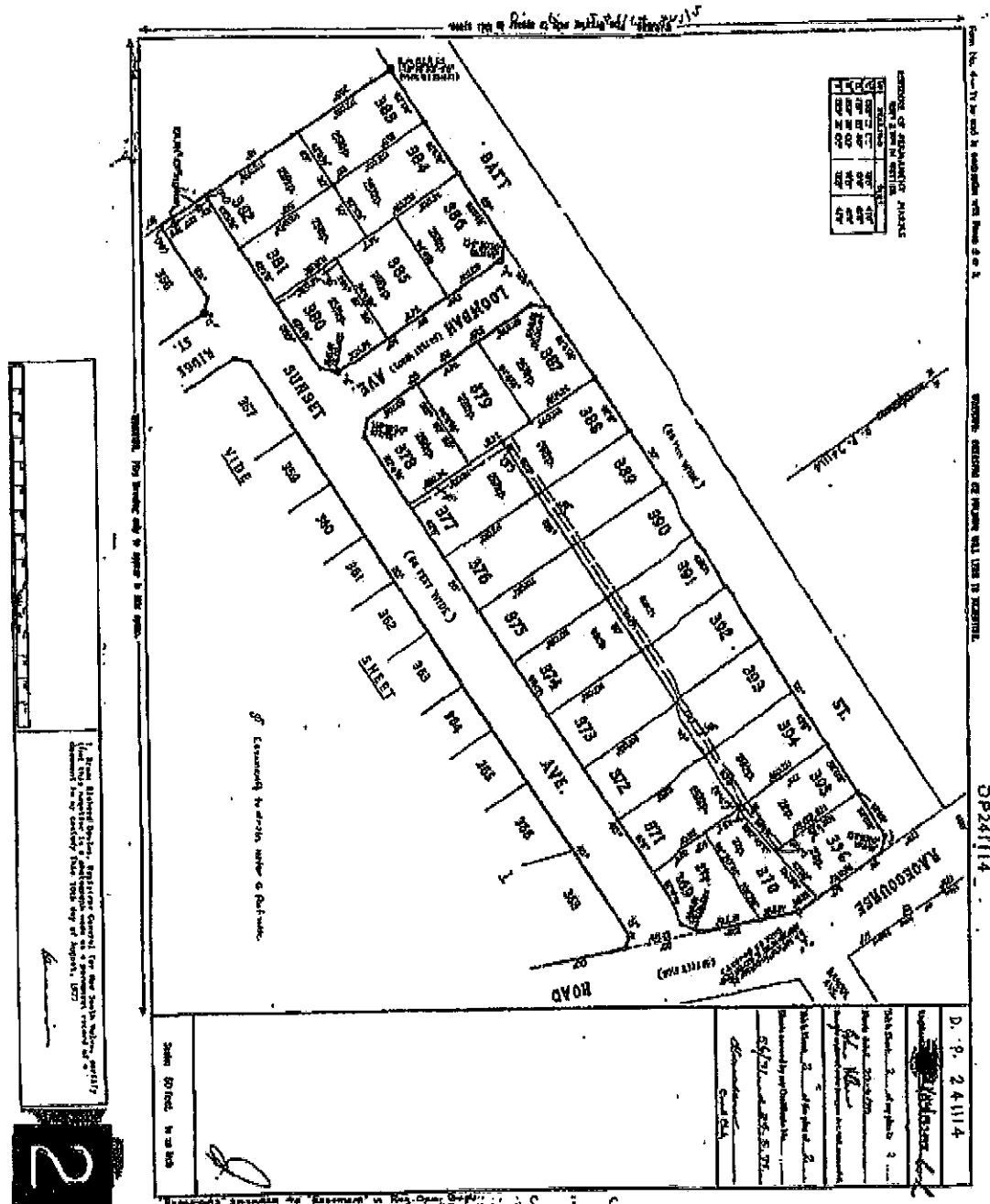
PRINTED ON 28/9/2020

* 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. triSearch 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 95B(2) of the Real Property Act 1900.



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IDENTIFICATION TABLE APPLIED IN SOCIETAL CHEMISTS OPERATING			
GP	NAME	SE	1/2 CORR'D
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		71.02	71.02
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PLAN IN THE LAND TITLES OFFICE	AMENDMENTS AND/OR ADDITIONS MADE ON
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 2nd May, 1990	

1594 M 355486
①
15 May 1990

NOTICE OF INTENTION TO APPLY FOR A PLANNING AND BUILDING ACT 1968
PERMIT TO CONSTRUCT A BUILDING OR TO EXISTING BUILDING

Plan No. DP 241114

Full name and address of
applicant of the plan

1. Name of applicant
2. Address of applicant
3. Name of the building
4. Address of the building

1. Name of the building

2. Address of the building

Lot No.	Area	Volume	Value
101	101.00	101.00	101.00
102	102.00	102.00	102.00
103	103.00	103.00	103.00
104	104.00	104.00	104.00
105	105.00	105.00	105.00
106	106.00	106.00	106.00
107	107.00	107.00	107.00
108	108.00	108.00	108.00
109	109.00	109.00	109.00
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111	111.00	111.00	111.00
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114	114.00	114.00	114.00
115	115.00	115.00	115.00
116	116.00	116.00	116.00
117	117.00	117.00	117.00
118	118.00	118.00	118.00
119	119.00	119.00	119.00
120	120.00	120.00	120.00

1. Name of the building
2. Address of the building

1. Name of the building

2. Address of the building

1. Name of the building
2. Address of the building

1. Name of the building

2. Address of the building



Approved by Council

NOTICE OF INTENTION TO APPLY FOR A PLANNING AND BUILDING ACT 1968
PERMIT TO CONSTRUCT A BUILDING OR TO EXISTING BUILDING

Plan No. DP 241114

Full name and address of
applicant of the plan

1. Name of applicant
2. Address of applicant
3. Name of the building
4. Address of the building

1. Name of the building

Lot No.	Area	Volume	Value
101	101.00	101.00	101.00
102	102.00	102.00	102.00
103	103.00	103.00	103.00
104	104.00	104.00	104.00
105	105.00	105.00	105.00
106	106.00	106.00	106.00
107	107.00	107.00	107.00
108	108.00	108.00	108.00
109	109.00	109.00	109.00
110	110.00	110.00	110.00
111	111.00	111.00	111.00
112	112.00	112.00	112.00
113	113.00	113.00	113.00
114	114.00	114.00	114.00
115	115.00	115.00	115.00
116	116.00	116.00	116.00
117	117.00	117.00	117.00
118	118.00	118.00	118.00
119	119.00	119.00	119.00
120	120.00	120.00	120.00

1. Name of the building
2. Address of the building

1. Name of the building

2. Address of the building

1. Name of the building
2. Address of the building

1. Name of the building

2. Address of the building



Approved by Council

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 2nd May, 1990	
No	20 30 40 50 60 70 80 90 100 110 120 130 140

2

DP241114 Part 3

1. Terms of reference as to be generally referred to be

2. That not more than one main building shall be erected or

3. That no roof of any building erected on any lot shall be of

4. That no fence shall be erected or permitted to be erected along the

5. That any dwelling fence erected along or within any of the

6. That no building erected or permitted to be erected upon any lot

7. That no building erected or permitted to be erected upon any lot

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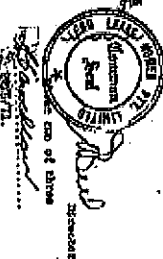
97. That no building erected or permitted to be erected upon any lot

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100. That no building erected or permitted to be erected upon any lot

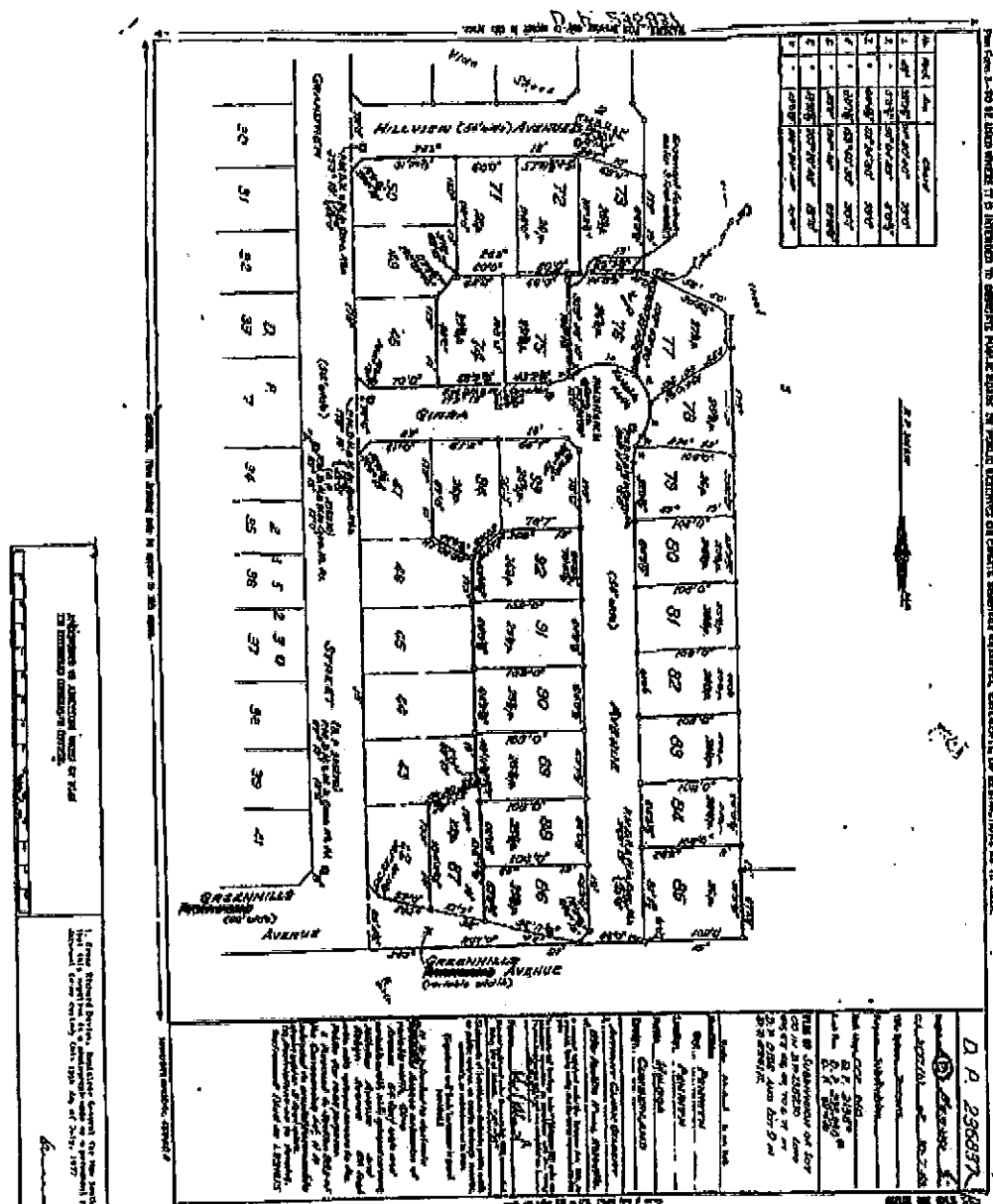
THE REGISTRAR GENERAL OF LANDS
AND TITLES
OFFICE
100, QUEEN STREET, SYDNEY
NSW 2000
Approved by Council



M 359486

Instrument pursuant to Regulation 52D Compendium
Act Regulations, 1984, setting out the terms of
conditions or restrictions as to use created by
operation of the aforementioned Deed of Sale. 24/11/97

14/11/97



DEVELOPER'S CERTIFICATE

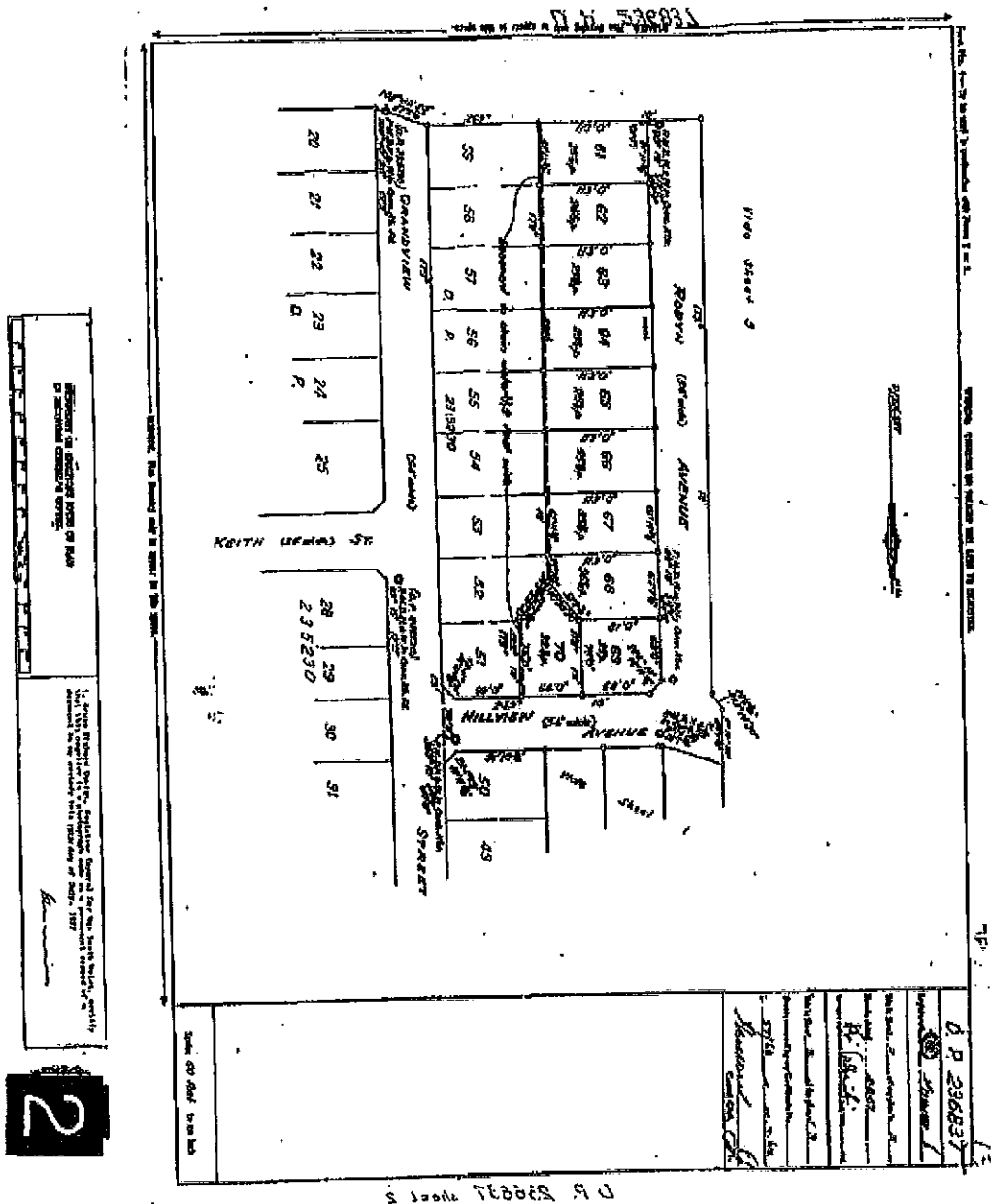
I, the undersigned, do hereby certify that the above described land is the property of the undersigned and that the same is being offered for sale or lease to the public.

[Signature]

NOTARY PUBLIC

[Signature]

LOT	AREA (sq. ft.)	AREA (sq. m.)	PRICE
1	10,000	929	100,000
2	10,000	929	100,000
3	10,000	929	100,000
4	10,000	929	100,000
5	10,000	929	100,000
6	10,000	929	100,000
7	10,000	929	100,000
8	10,000	929	100,000
9	10,000	929	100,000
10	10,000	929	100,000
11	10,000	929	100,000
12	10,000	929	100,000
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14	10,000	929	100,000
15	10,000	929	100,000
16	10,000	929	100,000
17	10,000	929	100,000
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31	10,000	929	100,000
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37	10,000	929	100,000
38	10,000	929	100,000
39	10,000	929	100,000
40	10,000	929	100,000
41	10,000	929	100,000
42	10,000	929	100,000
43	10,000	929	100,000
44	10,000	929	100,000
45	10,000	929	100,000
46	10,000	929	100,000
47	10,000	929	100,000



APPROVED FOR THE DEVELOPMENT OF THE SITE BY THE LOCAL AUTHORITY ON THE 29th FEBRUARY 2012.

APPROVED FOR THE DEVELOPMENT OF THE SITE BY THE LOCAL AUTHORITY ON THE 29th FEBRUARY 2012.

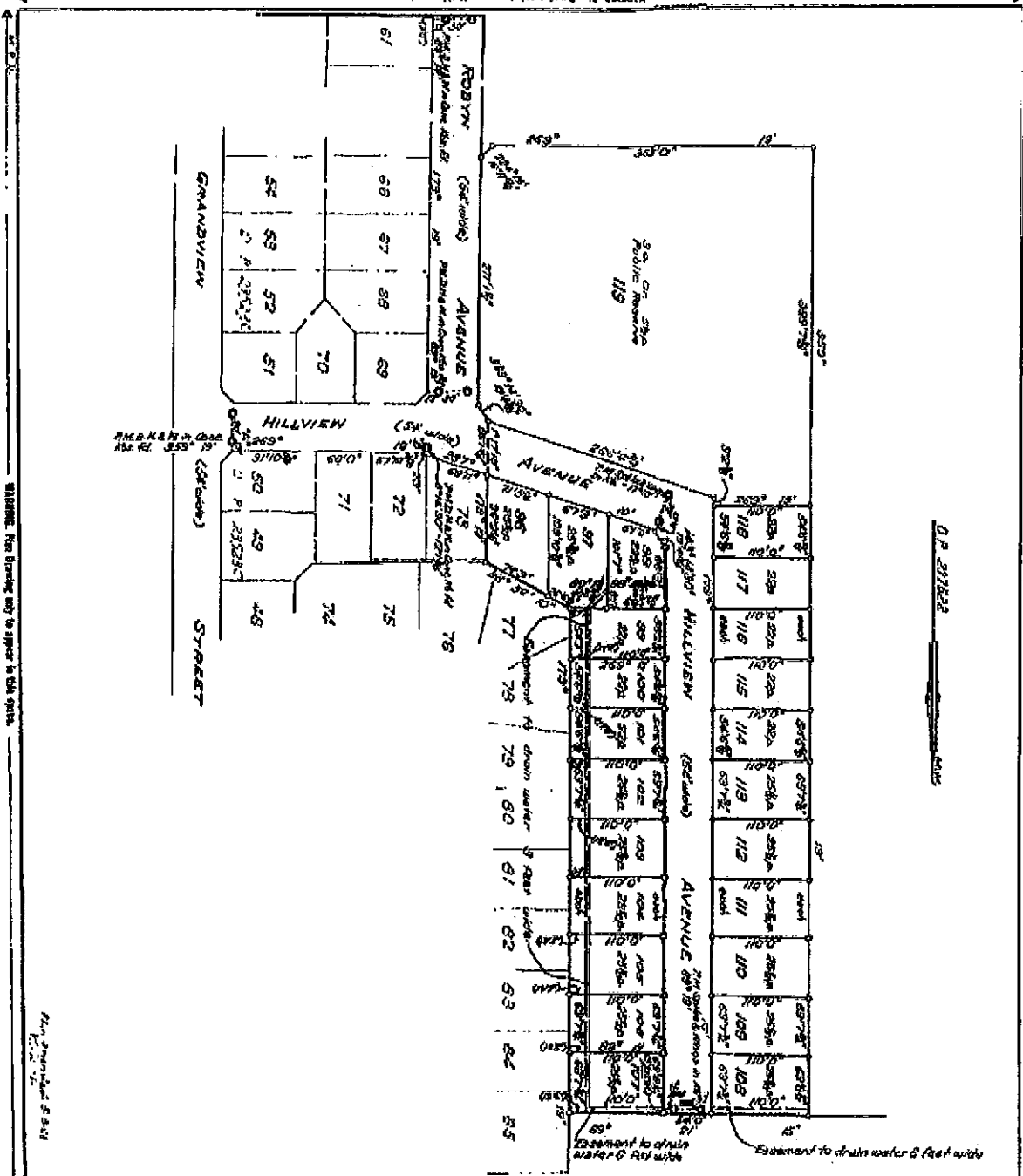
2

FILE NO.	DATE	TIME	BY	REMARKS
1	11/06/92	14:39	DP 236837	1
2	11/06/92	14:39	DP 236837	2
3	11/06/92	14:39	DP 236837	3
4	11/06/92	14:39	DP 236837	4
5	11/06/92	14:39	DP 236837	5
6	11/06/92	14:39	DP 236837	6
7	11/06/92	14:39	DP 236837	7
8	11/06/92	14:39	DP 236837	8
9	11/06/92	14:39	DP 236837	9
10	11/06/92	14:39	DP 236837	10
11	11/06/92	14:39	DP 236837	11
12	11/06/92	14:39	DP 236837	12
13	11/06/92	14:39	DP 236837	13
14	11/06/92	14:39	DP 236837	14
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19	11/06/92	14:39	DP 236837	19
20	11/06/92	14:39	DP 236837	20
21	11/06/92	14:39	DP 236837	21
22	11/06/92	14:39	DP 236837	22
23	11/06/92	14:39	DP 236837	23
24	11/06/92	14:39	DP 236837	24
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26	11/06/92	14:39	DP 236837	26
27	11/06/92	14:39	DP 236837	27
28	11/06/92	14:39	DP 236837	28
29	11/06/92	14:39	DP 236837	29
30	11/06/92	14:39	DP 236837	30
31	11/06/92	14:39	DP 236837	31

[illegible]

WARNING: Plan Drawing only to appear in this print.

Plan Form 3-TO BE USED WHERE IT IS INTENDED TO REDEAGATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.



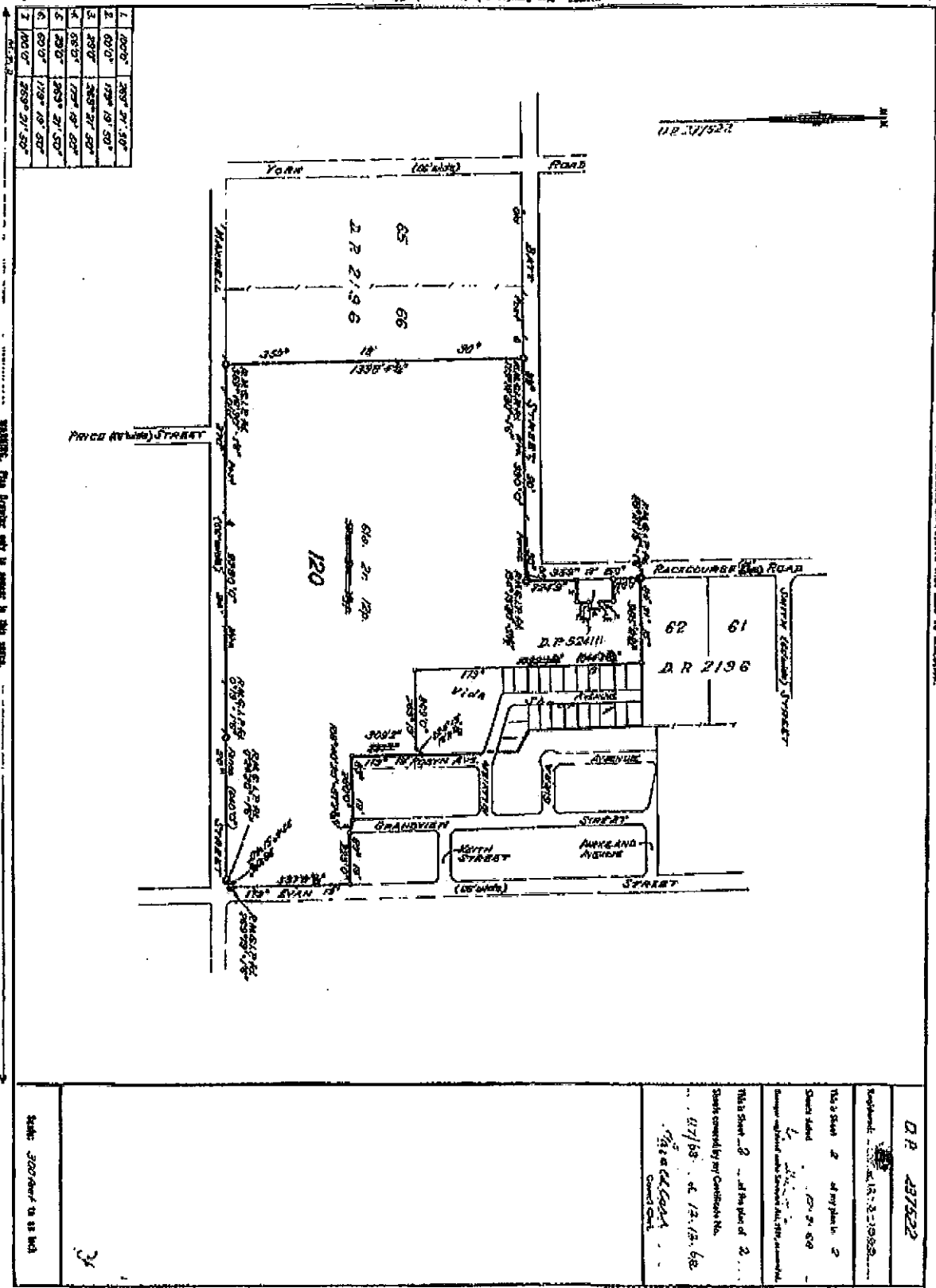
WARNING: Plan Drawing only to appear in this print.

Plan Drawing only to appear in this print.

D.P. 237522 Registered 12-5-1960 C.K. 17/68 of 12-12-68 The System: TOWN Project: Subdivision Lot Map: CCC 340 Lot Map: D.P. 236837	
PLAN OF SUBDIVISION OF LOT 55 TO 85, BLOCK 1, OF THE TOWN OF JONES, BEING WHOLE OF LAND IN LOT 55 OF 1960, BEING 1000 SQ. FT.	
Scale: 80 Feet to 1 inch	
Legend: Public Reserve Public Road Public Right-of-Way Public Easement Public Use Public Land Public Water Public Air Public Light Public Sound Public Power Public Gas Public Telephone Public Cable Public Sewer Public Water Public Air Public Light Public Sound Public Power Public Gas Public Telephone Public Cable Public Sewer	
Notes: 1. The lots are numbered 51 to 85. 2. The lots are situated in Block 1 of the Town of Jones. 3. The lots are situated in the Public Reserve. 4. The lots are situated in the Public Road. 5. The lots are situated in the Public Right-of-Way. 6. The lots are situated in the Public Easement. 7. The lots are situated in the Public Use. 8. The lots are situated in the Public Land. 9. The lots are situated in the Public Water. 10. The lots are situated in the Public Air. 11. The lots are situated in the Public Light. 12. The lots are situated in the Public Sound. 13. The lots are situated in the Public Power. 14. The lots are situated in the Public Gas. 15. The lots are situated in the Public Telephone. 16. The lots are situated in the Public Cable. 17. The lots are situated in the Public Sewer.	

Form No. 4-10 to be used in conjunction with Form 2 or 3.

WARNING: CHANGING OR REMOVING WILL LEAD TO REJECTION.



1000000

CONVERSION TABLE USED IN RESISTIVE GAIN/ALTS ORGANIZING		CONVERSION TABLE USED IN RESISTIVE GAIN/ALTS CTD ORGANIZING	
FEET INCHES	PER INCH	FEET INCHES	PER INCH
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

1400
L359913

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND DISTINGUISHING AS TO USER
THE SAME FOR THE CHAIN'S PURPOSE IN SECTION 304 OF THE NEW YORK VEHICLE AND
TRUCKS LAW.

Plan DP237522

Subdivision covered by Council Clerk's
Certificate No. 117/66.
Land Grant No. 274, 1810-4
of Macquarie Street, Sydney.

1. IDENTITY OF AGREEMENT
The easement is hereby
granted to the owner of the
land shown on the plan
herein attached.

2. IDENTITY OF AGREEMENT
Each lot except lot 120.
Each other lot except lot 120.
Easement to drain water 3 ft. wide.

3. IDENTITY OF AGREEMENT
The easement is hereby
granted to the owner of the
land shown on the plan
herein attached.

4. IDENTITY OF AGREEMENT
The easement is hereby
granted to the owner of the
land shown on the plan
herein attached.

5. IDENTITY OF AGREEMENT
The easement is hereby
granted to the owner of the
land shown on the plan
herein attached.

Approved by Council

THE COMMON SEAL OF THE CITY OF SYDNEY
IN WITNESS WHEREOF the Mayor and the Council
have hereunto set their hands and the
common seal of the City of Sydney
this 19th day of February 1994.



1400
L359913

L359913

In witness whereof the Registrar of Deeds
has hereunto set his hand and the
common seal of the Registrar of Deeds
this 19th day of February 1994.

D.P. 237522

1400
L359913



DATE	TIME	NAME	REMARKS
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100	100	100	100

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

10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

DP 239022

FIN

2135 O.P. 239022

* Subdivision of part Lot 150 in Deposited Plan 239100 covered by Council 17472's Certificate No. 18/70.-

2011 ANNUAL AND DEFENSE OF
ACCOUNTING OF THE ABC,

THEIR FIRST PROBABLY - LEXINGTON
MA - 1840-1841
May 1841

Indication of symptoms
of tuberculosis in
patients in the
detention camps

Exposure to cold water, & heat mild.

Excluded or Excluded

Leptothorax curvirostris

Author: [redacted]

[illegible]

Identity of agent not
disclosed secondly,
referred to in above-
mentioned plan

RESTRICTIONS AS TO DISCLOSURE

ସମାପନ ୧୯୮୫ ମସିହା ୧୨ ମଇ ୧୯୮୫

2015-2016

Est. time of prep as authorized by statute

Back Lot except 209

Every other lot except 205

Exhibit A, paragraph
of restricted third
referred to in above
mentioned page

approximately 20 grain water 6 foot wide

Subtotal = \$1,034,936.11 (rounded)

सर्वज्ञान-सिद्धि-सिद्धि

1957, June 22 - 23, Highway 110

NOG

Pasadena City Council

SECRETARY



பெரியசாலை

State of Ohio

NECESSARY BEING BUT THOSE OF TENDRIS AND MATRIMONIAL AS TO USE
MEMORANDUM TO BE GRANTED PRESENT TO BE FOR AND OF THE GOVERNMENT ACT
1918.

239022
 D. P. - 239022
 239022

Subdivision of part lot 150 in Deposited
Plan 238109 covered by Council Order 6

COFFEE SCOTE RD, LAYTON

(2) There are advertisements during sign or letter campaigns or advertising signs or notices shall be required to be provided to the children, or to remain upon my lot as soon as my building is erected upon my lot when a "For Sale" or "Builder's" sign on a lot is placed thereon.

[illegible]

~~First of various assignments to relocate. First of multiple assignments transferred to in-house personnel files.~~

Larry Jesse Brown Pty. Limited until 31st December, 1980 and thereafter the attention of the auditor secondly referred to in the above mentioned report and be of no force or effect.

THE COMMON SEAL of LIND BLASE HOBBS
BY LIMITED was hereunto affixed by
the authority of the Directors in
the presence of

SECRET



104

Approved by: Council

Barbara

3564.42W, at 12790

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 20th April, 1950

Answer:

D.P. 239022
Supplementation of part Lot 156 in Deposited
Plan 238160 covered by Council Order of
Certificate No. 13/70.
DP239022

Return of passengers as to their personal affairs to be shown separately.

- (1) That no garage other than one which building shall be erected or permitted to remain on any lot except upon street or concurrently with the erection of any such main building.
- (2) That no garage or out building shall be erected or permitted to remain on any lot except upon street or concurrently with the erection of any such main building.
- (3) That no roof of any building erected on any lot shall be of corrugated tin or iron.
- (4) That no paling fence shall be erected or permitted to remain on any lot.
- (5) That no fence shall be erected or permitted to remain along the street boundary of any lot or along or within any side boundary extending from the street frontage to the building alignment of the lot lined by the local Council.
- (6) That for the benefit of any adjoining land owned by Land Lease House Pty., Limited but not yet during the twenty-year period by Land Lease House Pty., Limited its successors and assigns other than purchasers on sale no fence will be erected on any lot so situated between the said adjoining land and the subject lot as to land lease house Pty., Limited but such condition shall not apply without at such times as is provided without payment to Land Lease House Pty., Limited and in favour of any person dealing with the transferee firm Land Lease House Pty., Limited and tenant shall be deemed to have been given in respect of every such fence for the time being erected.
- (7) That no building erected or permitted to remain upon any lot or any part of such building shall be used or permitted to be used for the purpose of advertising or exhibition of any purpose contrary thereto.

THE COMPANY STAFF OF THE 1948 KOREAN
WAR LIMITED was intended to be
the property of the Director in
the presence of

WILLIAM L. BERRY

D. J. F. O'Keefe

Reprinted by Courtesy

Shore-type of ship

1879016

Instrument purchased by Tappan Road 500 Company, Inc.,
Ragland, 1961, sitting out the terms of unexpired
rehabilitation as it was covered by expiration of
unlicensed/conditioned Disposition Plan. 2349 072.2.

10/10/2010



CONFIDENTIAL (THIS DOCUMENT CONTAINS INFORMATION OF A SECRET NATURE)

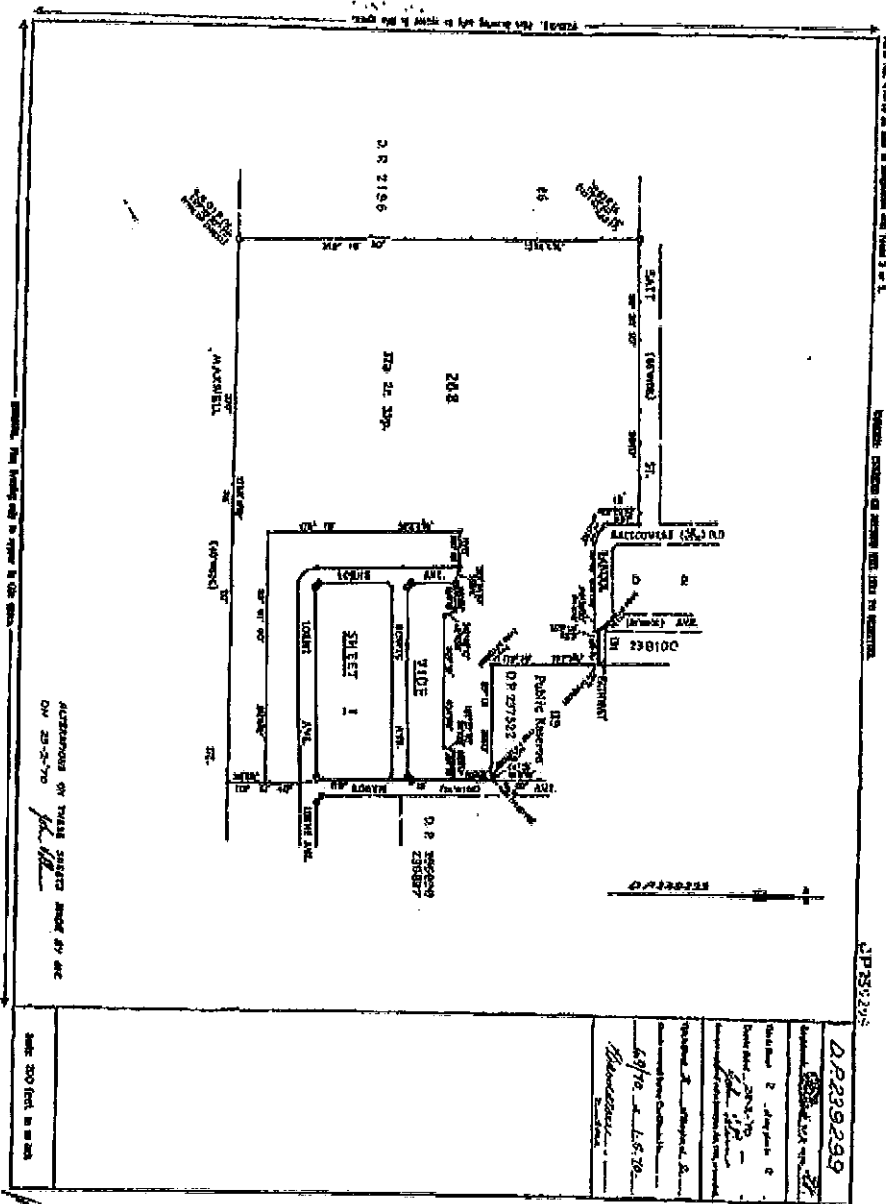
DE 344975 FOR JCS (INFO)

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DE 344975 FOR JCS (INFO)

DE NO 1. IN =



1. The State Planning Board, Planning Division, has approved the proposed plan of subdivision for the purpose of subdividing the land shown on the attached plan into lots, blocks, and other divisions of land.

2. The State Planning Board, Planning Division, has approved the proposed plan of subdivision for the purpose of subdividing the land shown on the attached plan into lots, blocks, and other divisions of land.

2

Lot No.	Area (sq. ft.)	Area (sq. m.)	Area (ac.)
1	1,234	0.028	0.0003
2	1,234	0.028	0.0003
3	1,234	0.028	0.0003
4	1,234	0.028	0.0003
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सिद्धि

Subdivision of Lot 209 in Deposited Plan
2399022 covered by Council Clerk's
Certificate No. 4970.

ATTENTION TO THE READER

2024 Budget

Each lot except Lot 268	Each other lot except Lot 268

21531

1- Letter of Transmittal as the next step in the process of the transmittal.

- (a) That no more than one main building shall be erected or permitted to be erected on any lot and such main building shall not be used for any purpose other than a single private dwelling house and shall not be an overall floor area excluding any attached garage or car-port of over 3000 sq. ft.
 - (b) That no garage or out building shall be erected or permitted to be erected on any lot except until after or concurrently with the erection of any such main building.
 - (c) That no roof of any building erected on any lot shall be of corrugated tin or iron.
 - (d) That no fence shall be erected or permitted to remain along the street frontage of the land hereby zoned except one along or within any side boundary extending from the Street boundary to the rear boundary of the main building or to the Street alignment of the main building.
 - (e) That no building shall be erected on any lot except on a common boundary with the land hereby zoned or adjoining with the lot this clause shall not preclude the erection of a porch or verandah screen walls attaching to and forming part of or extension of any such main building.
- That any building form situated along or within any of the five boundaries of the land hereby zoned shall be of any material other than brick, masonry or iron/steeling or mixed brick or mix with attached to steel posts.

THE COMMON SEAL OF THE HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA BEING HEREIN SET FORTH AND DETERMINED BY THE ACT OF MARCH 3, 1875, CH. 154, SECTION 1, OF THE STATUTES AT LARGE, THE PRESIDENT OF THE UNITED STATES OF AMERICA.

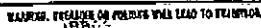


446-6086

Sheet two of three

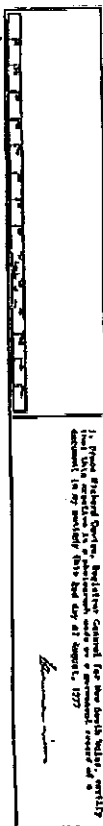
normal picture to Regulation III concerning the
Regulation, 1918, within the limits of economic or
industrial as far as created by Regulation of the
International Disposition Plan. 2. 27-28

Recd. 21 May 1963

[illegible]



COMPUTED FROM OBSERVATIONS		COMPUTED FROM OBSERVATIONS	
STATION		STATION	
DATE		DATE	
TIME		TIME	
LAT. LONG.		LAT. LONG.	
ELEVATION		ELEVATION	
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100	1	1.4	1.4



NO	NAME	AGE	SEX	HT	WT	HAIR	EYES	SKIN	TEETH	TOES	FEET	SHOES	MARKS
1	JOHN	25	M	5' 10"	170	B	B	F	10	10	10	10	10
2	JACK	22	M	5' 8"	160	B	B	F	10	10	10	10	10
3	JIM	28	M	5' 11"	180	B	B	F	10	10	10	10	10
4	JANE	24	F	5' 6"	140	B	B	F	10	10	10	10	10
5	JERRY	26	M	5' 9"	165	B	B	F	10	10	10	10	10
6	JUDY	23	F	5' 7"	135	B	B	F	10	10	10	10	10
7	JOHN	27	M	5' 10"	175	B	B	F	10	10	10	10	10
8	JANE	25	F	5' 8"	150	B	B	F	10	10	10	10	10
9	JIM	29	M	5' 11"	185	B	B	F	10	10	10	10	10
10	JERRY	21	M	5' 7"	155	B	B	F	10	10	10	10	10
11	JUDY	26	F	5' 9"	145	B	B	F	10	10	10	10	10
12	JOHN	24	M	5' 10"	170	B	B	F	10	10	10	10	10
13	JANE	22	F	5' 6"	140	B	B	F	10	10	10	10	10
14	JIM	28	M	5' 11"	180	B	B	F	10	10	10	10	10
15	JERRY	23	M	5' 8"	160	B	B	F	10	10	10	10	10
16	JUDY	27	F	5' 9"	145	B	B	F	10	10	10	10	10
17	JOHN	25	M	5' 10"	175	B	B	F	10	10	10	10	10
18	JANE	21	F	5' 7"	135	B	B	F	10	10	10	10	10
19	JIM	29	M	5' 11"	185	B	B	F	10	10	10	10	10
20	JERRY	24	M	5' 9"	165	B	B	F	10	10	10	10	10
21	JUDY	26	F	5' 8"	145	B	B	F	10	10	10	10	10
22	JOHN	22	M	5' 10"	170	B	B	F	10	10	10	10	10
23	JANE	28	F	5' 6"	140	B	B	F	10	10	10	10	10
24	JIM	23	M	5' 11"	180	B	B	F	10	10	10	10	10
25	JERRY	27	M	5' 8"	160	B	B	F	10	10	10	10	10
26	JUDY	21	F	5' 9"	145	B	B	F	10	10	10	10	10
27	JOHN	29	M	5' 10"	175	B	B	F	10	10	10	10	10
28	JANE	24	F	5' 7"	135	B	B	F	10	10	10	10	10
29	JIM	26	M	5' 11"	185	B	B	F	10	10	10	10	10
30	JERRY	22	M	5' 9"	165	B	B	F	10	10	10	10	10
31	JUDY	28	F	5' 8"	145	B	B	F	10	10	10	10	10
32	JOHN	23	M	5' 10"	170	B	B	F	10	10	10	10	10
33	JANE	27	F	5' 6"	140	B	B	F	10	10	10	10	10
34	JIM	21	M	5' 11"	180	B	B	F	10	10	10	10	10
35	JERRY	29	M	5' 8"	160	B	B	F	10	10	10	10	10

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

[illegible]

BP 239881

Paper 2

RECEIVED

That we were then was with a holder that is covered by insurance to insure our leg and with such holding shall not be paid for my purpose when there is a whole amount payable from all shall have as overall 2000 and including my children group or depend at our time than 500 percent fee.

that no part of any building erected on any lot shall be of obstructive character provided that nothing in this chapter contained shall prevent or prohibit a building based on a lot or lot placed not covered with a final deck type footing structural.

(c) That no fence shall be erected or maintained or caused along the street front of the land hereby transferred nor along or within any side boundary, whether of the land hereby transferred or the front extension, in such a manner or to the extent as to prevent access to the front extension in such a manner as to prevent alignment of any such building on the lot immediately adjoining and bordering a common boundary with the land hereby transferred provided that such building shall not preclude the erection of brick or masonry screen walls extending to and forming part or extension of any such such building.

[illegible][illegible]

(c) No building situated or intended to remain upon any land or any part of the land shall be used or permitted to be used for the purpose of advertising, exhibition or any purpose involving display.

THE CHAIRMAN THAT OF THEIR OWN ACCORD
WILL BE OPENED AND PARTICIPANTS ATTENDED BY
ONE REPRESENTATIVE OF THE MEMBERSHIP IN
THE PRESENCE OF:

JAIL OF LINDSAY, MISSOURI
 The person arrested by
 the Missouri State
 Police at the University of the Missouri in
 the City of
 St. Louis
 Secretary

Discussion

Approved by Controller

11/9/76.

Sheet 200 of 1000

instrument present to Burlington 102. Contemporary
Acid Regeneration 591L, nothing and the same of
anatomy or mathematics as to the created by
negation of the within-moment. Deposited from 7-24-58

 NATIONAL BUREAU OF STANDARDS

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 23rd April, 1990

THE COMMON SEAL OF LAND LEASE
REGISTRATION LIMITED was hereunto
affixed by the Secretary of the Director
General

Approved by Council

11/9/70

Sheet one of three

THE COMMON SEAL OF LAND LEASE
REGISTRATION LIMITED was hereunto
affixed by the Secretary of the Director
General

Approved by Council

11/9/70



Director

Approved by Council

11/9/70

Sheet three of three

THE COMMON SEAL OF LAND LEASE
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affixed by the Secretary of the Director
General

Approved by Council

11/9/70



Director

THE COMMON SEAL OF LAND LEASE
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affixed by the Secretary of the Director
General

Approved by Council

11/9/70

Sheet one of three

Sheet three of three

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Sheet three of three

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11/9/70

Sheet one of three

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Approved by Council

11/9/70



Director

Approved by Council

11/9/70

Sheet three of three

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Approved by Council

11/9/70



Director

THE COMMON SEAL OF LAND LEASE
REGISTRATION LIMITED was hereunto
affixed by the Secretary of the Director
General

Approved by Council

11/9/70

Sheet one of three

Sheet three of three

Sheet one of three

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 547037
Your Reference: Corderoy
Contact No.

Issue Date: 30 September 2020
Certificate No: 20/04448

Issued to: Village Green Conveyancing
DX 8077
PENRITH

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: MULGOA

Location: 14 Sunset Avenue SOUTH PENRITH NSW 2750

Land Description: Lot 361 DP 241114

- PART 1 PRESCRIBED MATTERS -

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

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

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

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

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State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.

1(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:

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

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing Diversity) 2020 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

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):

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

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(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

Zone R2 Low Density Residential (Penrith Local Environmental Plan 2010)

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote the desired future character by ensuring that development reflects features or qualities of traditional detached dwelling houses that are surrounded by private gardens.
- To enhance the essential character and identity of established residential areas.
- To ensure a high level of residential amenity is achieved and maintained.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Shop top housing; Tank-based aquaculture

4 Prohibited

Any development not specified in item 2 or 3

Additional information relating to Penrith Local Environmental Plan 2010

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

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

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

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

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

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

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

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

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

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

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

2(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:

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

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

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

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

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

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

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

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3 COMPLYING DEVELOPMENT

HOUSING CODE

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

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

RURAL HOUSING CODE

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

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

LOW RISE HOUSING DIVERSITY CODE

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

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

GREENFIELD HOUSING CODE

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

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

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COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

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

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

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

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 MINE SUBSIDENCE

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

6 ROAD WIDENING AND ROAD REALIGNMENT

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

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

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7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

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

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(b) Other Public Authority Policies

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

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

8 LAND RESERVED FOR ACQUISITION

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

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas

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identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

9A BIODIVERSITY CERTIFIED LAND

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

10 BIODIVERSITY STEWARDSHIP SITES

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

10A NATIVE VEGETATION CLEARING SET ASIDES

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land according to Council records.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental

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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.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) 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/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

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

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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

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

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

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

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

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

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

20 LOOSE FILL ASBESTOS INSULATION

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

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any “affected building notice” and/or a “building product rectification order” in force for the land).

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Warwick Winn
General Manager

per



Please note:

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.



Application: 10543687

Your Ref: **Corderoy**

8 October 2020

**Property details: 14 Sunset Ave South Penrith NSW 2750
LOT 361 DP 241114**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services



NOTE This diagram only indicates availability of sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater drains, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Positions of structures, bollards, sewers and sewerage services shown here are approximate only.

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2010

(SUITABLE FOR A TENANCY WHERE THE TERM OF RESIDENTIAL TENANCY AGREEMENT DOES NOT EXCEED 3 YEARS)

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant should be given time to read this agreement (including the completed condition report which should be completed before or when giving this agreement to the tenant to sign) and to obtain appropriate advice if necessary.
2. A landlord or landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) published by NSW Fair Trading before the tenant enters into the residential tenancy agreement.
3. If this agreement has a fixed term of more than 3 years, it must be annexured to the form approved by the Registrar-General for registration under the *Real Property Act 1900*. In that circumstance, the parties should seek their own independent legal advice to ensure this agreement is in a registrable form.

This agreement is made on 28 / 08 / 2019 at 2/30 Woodriff Street, Penrith between

LANDLORD [Insert name of landlord(s) and contact details]

Name/s Cara & Shane Corderoy

ABN. (if applicable)

Contact Details

Care of Agent ☒ Yes ☐ No

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

Michelle Samson-Hill

Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

LANDLORD'S AGENT DETAILS [Insert name of landlord's agent (if any) and contact details]

Licensee Penrith Property Group Pty Ltd

Trading as One Agency Reeves Properties

ABN. 84 165 067 229

Address 2/30 Woodriff Street

Penrith, NSW

Postcode 2750

Phone 02 4732 1600 Fax 02 4732 1699 Mobile 0414 998 992 Email penrithleasing@oneagency.com.au

TENANT'S AGENT DETAILS [Insert name of tenant's agent (if any) and contact details]

If appointed, all notices and documents given to the tenant must also be given to the tenant's agent

Name/s

ABN.

Address

Postcode

Phone

Fax

Mobile

Email

TERM OF AGREEMENT

The term of this agreement is: 12 weeks/months/years

starting on 28 / 08 / 19 and ending on 27 / 08 / 20 [Cross out if not applicable]

RESIDENTIAL PREMISES

The residential premises are [Insert address]

Address 14 Sunset Avenue

Suburb South Penrith

State NSW

Postcode 2750

The residential premises include: [Include any additional matters, such as a parking space or furniture provided]


REINSW

 REAL ESTATE INSTITUTE
OF NEW SOUTH WALES

RESIDENTIAL TENANCY AGREEMENT

Note: If the premises include a garage, the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

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

RENT

The rent is \$450.00 per week payable in advance starting on 24 /08 /2019

The method by which the rent must be paid:

(a) to One Agency Reeves Properties at 2/30 Woodriff St, Penrith by ~~cash or cheque~~ or

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

BSB number: 122717 Account number: 22103053

Account name: One Agency Reeves Properties Rental Trust Account

Payment reference: SUN14 , or

(c) as follows:

Note. The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

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

A rental bond of \$HELD must be paid by the tenant on signing this agreement.

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

IMPORTANT INFORMATION
MAXIMUM NUMBER OF OCCUPANTS

No more than 2 persons may ordinarily live in the premises at any one time.

URGENT REPAIRS

Nominated tradespeople for urgent repairs and their contact details:

Electrical repairs:	Maxx Power	Telephone: 0415 567 294
Plumbing repairs:	Total Plumbing Options	Telephone: 0403 915 131
Other repairs:	Outwest Locksmith Services	Telephone: 0419 735 567

WATER USAGE

Will the tenant be required to pay separately for water usage? Yes ☒ No ☐ If yes, see clauses 11 and 12.

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes ☐ No ☒ If yes, see clause 35 and clause 56.

CONDITION REPORT

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

TENANCY LAWS

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

RESIDENTIAL TENANCY AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

6. The landlord and the tenant agree:

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

RENT REDUCTIONS

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

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

9. **The landlord agrees** to pay:
 - 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
 - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees** to pay:
 - 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
 - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
 - 10.3 all charges for pumping out a septic system used for the residential premises, and
 - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

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- 10.5.1 are separately metered, or
10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
11.2 the landlord gives the tenant at least 21 days to pay the charges, and
11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
11.4 the residential premises have the following water efficiency measures:
11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

POSSESSION OF THE PREMISES

13. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

14. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

15. The tenant agrees:

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
15.2 not to cause or permit a nuisance, and
15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

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

16. The tenant agrees:

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

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

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

- 17.1 to remove all the tenant's goods from the residential premises, and
17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
17.5 to make sure that all light fittings on the premises have working globes, and
17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

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

- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

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

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- 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.

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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 05 / 08 / 2016 (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:
- (a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
 - (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
 - (c) comply with its obligations in clause 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:
- (a) the tenant must:
 - (i) reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and
 - (ii) 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*;
 - (b) the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and
 - (c) 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.

RESIDENTIAL TENANCY 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: Libby Thompson

(Name of witness)



(Signature of witness)



(Signature of landlord)

Agent

SIGNED BY THE TENANT

In the presence of: Alahna McGowen

(Name of witness)



(Signature of witness)



(Signature of tenant)

In the presence of:

(Name of witness)

(Signature of witness)

(Signature of tenant)

In the presence of:

(Name of witness)

(Signature of witness)

(Signature of tenant)

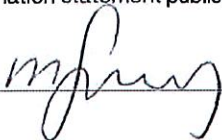
In the presence of:

(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.



(Signature of tenant)

(Signature of tenant)

(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

New tenant checklist

What you must know before you sign a lease

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)
- 2 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 credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with 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 3 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.

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.

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.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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REINSW **Email Service of Notices and Documents Consent Form**

REAL ESTATE INSTITUTE
OF NEW SOUTH WALES

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 28/08/2019I/We, Michelle Samson-Hill and _____

consent to all notices and documents relevant to the proposed sale, purchase, management or letting (as applicable) of

14 Sunset AvenueSouth PenrithState NSWPostcode 2750("Property")

being served electronically via email to

michelle.sh@live.com.au

and _____

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, Michelle Samson-Hill and _____

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

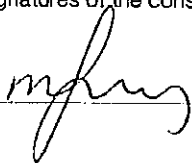
Penrith Property Group Pty Ltd

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:



Date:

28/8/19

Date: _____

Please return this signed form to the Agent:

Agent: Penrith Property Group Pty LtdTrading as: One Agency Reeves PropertiesAddress: 2/30 Woodriff StreetPenrith, NSWPostcode 2750Phone: 02 4732 1600Fax: 02 4732 1699Mobile: 0414 998 992Email: penrithleasing@oneagency.com.au

SPECIAL CONDITIONS

NO.	CONDITION
*	<u>INSURANCE:</u> It is the tenant(s) responsibility to insure his/her personal property as the landlords insurance does not cover the tenants personal effects.
*	<u>DRAINS/TOILETS:</u> The tenant(s) shall be responsible for the cleaning/clearing charges of any drains that should become blocked due to any misuse e.g. inappropriate items being put down drains/toilet systems. This includes, but not limited to, sanitary items, disposable nappies, face & body wipes, large volumes of food scraps etc.
*	<u>FIRE SAFETY/RISK/SMOKE ALARMS & COMPLIANCE:</u> The tenant(s) shall not do or permit anything to be done in the said premises, or bring or keep anything there on which will in anyway increase the rate of fire insurance on the said building or on the property kept therein or obstruct or interfere with the rights of other tenant(s) or in anyway injure or annoy them or conflict with any of the laws, rules or ordinances in force effecting the Penrith City Council thereof or of the Water Board or any other lawful authority. <i>The tenant should be aware that at some point annually during the tenancy, a SMOKE ALARM Company may contact you to arrange the required annual inspection of the smoke alarm and other safety devices within the property. Your telephone details will be provided to them upon the commencement of your lease. They will contact you directly to arrange a time at any stage throughout your tenancy and will firstly phone call you and or SMS to confirm.</i> <u>Should the property have a smoke detector it is the responsibility of the tenant to contact the managing agents for any defects or maintenance that it may require.</u>
*	<u>VENTILATION OF THE PROPERTY:</u> If properties are inadequately ventilated or heated, condensation and mildew will result. It is the tenant(s) responsibility to ensure the property is adequately ventilated throughout their tenancy. Windows should be opened regularly, particularly in bedrooms and bathrooms. Also ensure that furniture is not flush against walls to allow air to circulate throughout.

*	<u>SUBLETTING OF THE PROPERTY:</u> The tenant acknowledges that they are not permitted to sub-let this property to any person, without prior written approval by the landlord or their agent, including letting the property for short term periods. This clause does not preclude friends or family visiting, where no rent or fee is charged to the visitor and the tenant remains in occupancy for the term of their visit.
1	The Tenant acknowledges and agrees that the blinds/curtains in the property are items that must be handled with care and caution.
2	Smoking is prohibited inside the premises. The Tenant indemnifies the Landlord for the cost of deodorising or replacing any items that are affected by smoke caused by smoking.
3	Wall hooks or similar devices of any nature must not be affixed to the walls, ceilings or cupboards of the premises. Should you wish to install, please obtain the landlords permission in writing.
4	The Residential Premises Condition report is to be returned to the landlord/agent within 7 days of taking occupation of the property.
5	No improvements are to be made to the property without the written approval of the landlord/agent.
6	All care is to be taken to not damage the polished floorboards and/or carpet and/or tiles and will rectify any/all if damage isn't classified as fair wear & tear.
7	All charges for any dishonoured payments, will be payable by the tenant within 7 Days.
8	Any locks or security devices may only be added or changed with permission of the landlord / agent, a copy of the said key/s, and/or codes, are to be provided to the Agent/Landlord immediately.
9	Any damaged caused by potted plants to the carpet/polished floors/tiled flooring is to be repaired at the tenants' expense.
10	Where a security key is issued for the property, they will be required to pay for a replacement in the instance it is lost or stolen. Cost can be up to \$200.
11	As stated in this agreement, the tenant is to give no less than 21 days written notice of their intention to vacate the property after the end of the fixed term (Expiry Date). Should the tenant wish to vacate the property on the fixed term expiry date, the tenant is only required to give no less than 14 days written notice prior to the expiry date. NB: Should you wish to break your lease (meaning vacate before the expiry date of the lease) please note that you will be liable for: 6 weeks rent if during the first half of your fixed term agreement or 4 weeks rent if during the second half of your fixed term agreement