

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Southlands Estate Agents Shop 9/2 Birmingham Road, South Penrith, NSW 2750	Phone: 02 4721 1111 Ref: Ali Khanchedar
co-agent		
vendor	Mehmet SALMAN 4/34 Dartbrook Road, Auburn, NSW 2144 Australia	
vendor's solicitor	Wilsons Solicitors 51 Lemongrove Road, Penrith NSW 2750 PO Box 291, Penrith NSW 2751	Phone: 0247315311 Email: cathy@dw.legal Fax: (02) 4731 2897 Ref: CR:13604
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	4 Jindalee Place, Glenmore Park, New South Wales 2745 Registered Plan: Lot 209 Plan DP 1146421 Folio Identifier 209/1146421	
improvements	☐ VACANT POSSESSION ☒ subject to existing tenancies ☒ HOUSE ☒ double garage ☐ carport ☐ home unit ☐ car space ☐ storage space ☐ none ☒ other: Swimming pool	
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	☒ S/S air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☐ insect screens	☒ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☒ ceiling fans	☐ EV charger	☒ pool equipment	☒ TV antenna
	☒ other: Alarm system (not working/inoperable), smoke alarms, garden shed			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**☐ NO ☐ yesNominated **Electronic Lodgment Network (ELN)** (clause 4):**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide 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 at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

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

SPECIAL CONDITIONS
ANNEXED TO CONTRACT FOR THE SALE OF LAND

Vendor: Mehmet SALMAN

Purchaser:

Property: 4 Jindalee Place, Glenmore Park NSW 2745

1. INTERPRETATIONS

- 1.1 The terms of the printed form of Contract to which these additional conditions are annexed shall be read subject to the following:
- 1.1.1 if there is a conflict between these additional conditions and the printed form of Contract, then the additional conditions shall prevail;
 - 1.1.2 in the interpretation of these conditions, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing gender shall include any other gender;
 - 1.1.3 the parties agree that should any provision be held to be contrary to the law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect; and
 - 1.1.4 any headings within these additional conditions are provided for ease of reference only.

2. AMENDMENTS TO PRINTED FORM OF CONTRACT

- 2.1 Clause 8.1.1 in the printed form shall be amended to "The Vendor is, on any grounds, unable or unwilling to comply with *requisitions*".
- 2.2 Clause 8.2.2 in the printed form is deleted in its entirety.
- 2.3 Clause 14.4.2 in the printed form is deleted in its entirety.
- 2.4 Clause 16.5 in the printed form shall be amended by removing the words "plus another 20% of that fee".
- 2.5 Clause 16.8 in the printed form shall be amended to "If the Vendor requires more than 7 settlement cheques, the Vendor must pay \$10.00 for each extra settlement cheque".

3. WARRANTY IN RESPECT OF AGENT

- 3.1 The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any other person or agent (if any) other than that disclosed on the front page of this Contract and indemnifies the Vendor against any claim for commission or compensation by any such other party and all costs and expenses incidental to defending such a claim. This clause shall not merge on completion.
- 3.2 The Vendor warrants that they do not have an agency agreement with any agent other than the agent shown on the Contract.

4. CONDITION AND STATE OF REPAIR

- 4.1 The Purchaser acknowledges that the property is being sold in its present condition and state of repair and subject to any infestation and dilapidation, and as a result of their own personal inspection. The Purchaser is satisfied as to same, and cannot make any requisition or claim, or delay completion or rescind the Contract because of the above. Further to this the Purchaser acknowledges that the furnishings and chattels referred to in the particulars in this Contract are purchased in their present condition subject to fair wear and tear and that they will not require the Vendor to do anything whatsoever in relation thereto.

5. RESCISSION DUE TO INCAPACITY OR DEATH

- 5.1 Without any manner limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been include herein should either party prior to completion die or become mentally ill then either party may rescind this agreement.

6. DELAY OF COMPLETION

- 6.1 In the event that settlement is cancelled due to the default of the Purchaser, or any of their related parties, the Purchaser shall allow to the Vendor an amount of \$150.00 for rescheduling settlement and associated agency fees via the settlement adjustment figures.
- 6.2 After the completion date, either party will be entitled to serve a Notice to Complete on the other party requiring completion of the Contract within fourteen (14) days from the date of service. Service of such notice within such time shall be deemed to be time of the essence. The parties agree that fourteen (14) days is reasonable and sufficient notice. The party issuing such a Notice to Complete shall be at liberty to withdraw the Notice without prejudicing their continuing right to give any further notice.
- 6.3 In the event that the Vendor is the party entitle to serve a Notice to Complete pursuant to the above clause, the Purchaser must pay as an adjustment on Completion the sum

of \$220.00 (inclusive of GST) representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving a Notice to Complete upon the Purchaser.

- 6.4 It is agreed that in the event of completion not occurring by the due date for any reason not attributed to the Vendor, the Purchaser agrees to pay the Vendor interest on the balance of the purchase monies at the rate of 10% per annum calculated on a daily basis from the due date of completion to the date of actual completion. It is agreed that this rate represents a genuine estimate of the Vendors loss due to the delay in completion.

7. PURCHASER'S WARRANTIES & ACKNOWLEDGMENTS

- 7.1 Notwithstanding any other provision of this Contract if the deposit paid or agreed to be paid is less than ten percent (10%) of the purchase price, the Purchaser agrees that in the event of default by the Purchaser, the Vendor shall be entitled to claim liquidated damages equivalent to 10% of the purchase price.
- 7.2 The Purchaser warrants to the Vendor that no representation has been made about the property by the Vendor, their agent, or their representatives other than that disclosed in this Contract.
- 7.3 The Purchaser acknowledges that the title particulars provided in this Contract are sufficient particulars of title to enable the Vendor to prepare appropriate dealings and give effect to the Contract.
- 7.4 The Purchaser warrants that they do not require finance to purchase the property or that they have obtained approval for finance to purchase the property on terms reasonable to the Purchaser and they acknowledge that as a result of making this disclosure they cannot terminate this Contract pursuant to the Consumer Credit (New South Wales) Code.
- 7.5 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* do not apply to the Purchaser or to this purchase. In the event of breach of this warranty, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered thereby.

8. BUILDING CERTIFICATE

- 8.1 The Vendor does not hold a Building Certificate.
- 8.2 Subject to any legislation which cannot be excluded, the Purchaser acknowledges that this Contract is not conditional upon the issue by the Local Council of a Building Certificate and should the Purchasers apply for Building Certificate prior to, at the date of this Contract or after the date thereof, and the Council issues a notice, refuses to

issue a Certificate for any reason or informs the Purchaser of work to be done before the Certificate will be issued, the Purchaser shall not be entitled to rescind or terminate the Contract and shall not require the Vendor to comply with the notice, remedy the reason, or do the work, and such compliance, remedy or work shall be undertaken by the Purchaser at their expense.

9. DRAINAGE DIAGRAM

- 9.1 It is no way represented that a copy of the Drainage Diagram if annexed hereto necessarily discloses all the pipes and mains which may run through the property. The Purchaser shall make no objection, requisition or claim for compensation in respect thereof.

10. RELEASE OF DEPOSIT

- 10.1 Notwithstanding any other provision in this Contract, in the event that the Vendor prior to settlement requires a release of the deposit paid herein for any of the following reasons:

- 10.1.1 to pay the deposit for the purchase of another property;
- 10.1.2 to pay the stamp duty in relation to the purchase of another property;
- 10.1.3 to balance the balance of purchase monies for the purchase of any other property; or
- 10.1.4 to discharge part or all of the mortgage(s) on this property upon completion of this Contract;

then the Purchaser herein agrees to release so much of the deposit as is required by the Vendor on the request of the solicitor of the Vendor without delay, and the Purchaser herein authorises the stakeholder (if any) when requested by the Vendor's solicitor to release part or all of the deposit (without production of any further authority than a copy of this Special Condition). NO further authority or consent will be required from the Purchaser.

11. SOLICITOR/CONVEYANCER AUTHORITY

- 11.1 Each party hereto authorises its solicitor/conveyancer or any employee of that solicitor/conveyancer to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexures so added shall form part of this contract as if same had been annexed at the time of execution.

12. POSSESSION OF PROPERTY PRIOR TO SETTLEMENT

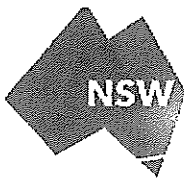
- 12.1 The parties agree that should the Vendor allow the purchaser to occupy the property prior to completion and no rental fee is agreed in writing, then the amount shall be 0.1% of purchase price herein per week until completion and should completion not be effected in accordance with the completion date then this amount shall be increased to 0.2% of the price herein. The parties further agree that the Council and Water Rates shall be adjusted from the date of the Purchasers occupation.

13. SURVEY REPORT

- 13.1 The Vendor does not have a survey report and the Purchaser is not entitled to require the Vendor to:
- 13.1.1 apply for or do anything to obtain a survey report; or
 - 13.1.2 delay completion in order to obtain a survey report
- 13.2 Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a survey report.

14. ADJUSTMENTS ON COMPLETION

- 14.1 Should an error occur in the adjustments to be made on completion pursuant to Clause 14 of the Contract then notwithstanding Clause 14.2 the parties' obligations under Clause 14 shall not merge on completion.



FOLIO: 209/1146421

SEARCH DATE	TIME	EDITION NO	DATE
9/3/2023	10:26 AM	4	23/2/2018

LAND

LOT 209 IN DEPOSITED PLAN 1146421
AT GLENMORE PARK
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1146421

FIRST SCHEDULE

MEHMET SALMAN

(T AN143989)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1130192 RESTRICTION(S) ON THE USE OF LAND
- 3 AE555777 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1146421 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 5 AN143990 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

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

- EASEMENT TO DRAIN WATER 2.5 WIDE
- EASEMENT TO DRAIN WATER 2 WIDE
- EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- RESTRICTION ON THE USE OF LAND
- RESTRICTION ON THE USE OF LAND
- RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- EASEMENT TO DRAIN WATER VARIABLE WIDTH
- EASEMENT FOR SERVICES VARIABLE WIDTH
- RESTRICTION ON THE USE OF LAND
- POSITIVE COVENANT

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

- RIGHT OF CARRIAGEWAY 10 WIDE (DP1130192)
- EASEMENT TO DRAIN WATER 1.2 WIDE (DP1007464)

IT IS INTENDED TO DEDICATE JINDALEE PLACE TO THE PUBLIC AS PUBLIC ROAD.

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

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate 5C 10/0036

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION + NEW ROAD set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: PENRITH CITY COUNCIL
Date of Endorsement: 24/9/10
Accreditation no:
Subdivision Certificate no: 037/10
File no: D20910505

* Delete whichever is inapplicable.



DP1146421 S

Registered: 29.10.2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF

SUBDIVISION OF LOT 2 DP 1130192

LGA: PENRITH

Locality: GLENMORE PARK

Parish: MULGOA

County: CUMBERLAND

Surveying and Spatial Information Regulation, 2006

I, ROBERT BERNARD GALLAGHER
of Proust & Gardner Consulting Pty Limited
406 Pacific Highway, Lindfield, NSW, 2070
a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed on: 19/04/2010

The survey relates to LOTS 201-213
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature R. B. Gallagher Dated: 24/9/10
Surveyor registered under the *Surveying and Spatial Information Act, 2002*

Datum Line: "X" - "Y"
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP845751 DP841608
DP881659 DP1008197
DP1003693 DP1000448
DP1007464
DP1130192

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

SURVEYOR'S REFERENCE: 22623-DP

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 2 DP 1130192	DP1146421 *
	Registered:  29.10.2010 *

* OFFICE USE ONLY

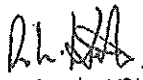
Subdivision Certificate No: 037/10

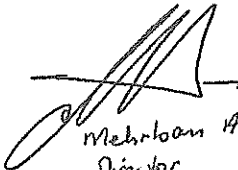
Date of Endorsement: 24/9/10


Signed by me ROGER MILLOT as delegate
of the Minister for Education and Training
pursuant to Section 125 of the Education
Act 1980 and I hereby certify that I have
no notice of the revocation of such
delegation.

THE COMMON SEAL of KUKUNDI
DRIVE PTY LIMITED WAS HERETO
AFFIXED BY AUTHORITY OF THE BOARD
OF DIRECTORS IN THE PRESENCE OF:




Rhonda Lorraine Kirk
Secretary


Mehrban Alam
Director

SURVEYOR'S REFERENCE:22623-DP

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF

SUBDIVISION OF LOT 2 DP 1130192

DP1146421

Registered: 29.10.2010

Subdivision Certificate No: 037/10

Date of Endorsement: 24/9/10

Dated at Sydney this 12TH Day of OCTOBER 2010
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by its Attorney CHRIS JARRET
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4389
Signed in the presence of
(Signature)
MARC JOHNSON
(Print Name)
ANALYST
(Title)

SURVEYOR'S REFERENCE:22623-DP

* OFFICE USE ONLY

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

Sheet 1 of 9 Sheets



DP1146421 B

Subdivision of Lot 2
 DP 1130192
 Covered by Council's Certificate
 No. CC037/10 24/9/10

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

Kukundi Drive Pty Limited
 27 Lawson St
 Penrith NSW 2750

PART 1 (Creation)

Number of Item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement to Drain Water 2.5 wide	212 211	210, 211 210
2	Easement to Drain Water 2 wide	211 208 207 206	210 209 208,209 207,208,209
3	Easement for Padmount Substation 2.75 wide	202	Integral Energy Australia
4	Restriction on the Use of Land shown as 'E'	202, 203	Integral Energy Australia
5	Restriction on the Use of Land shown as 'F'	202, 203	Integral Energy Australia
6	Right of Carriageway variable width	211 210	210 211
7	Easement to Drain Water variable width	211 210	210 211
8	Easement for Services variable width	211 210	210 211
9	Restriction on the Use of Land	210, 211	Penrith City Council

[Handwritten signatures]

Sheet 2 of 9 Sheets

Plan: DP1146421

Subdivision of Lot 2
 DP 1130192
 Covered by Council's Certificate
 No. CC 037/10 24/9/10

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
10	Positive Covenant	210, 211	Penrith City Council

PART 1A (Release)

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Right of Carriageway 10 wide (DP1130192)	2/1130192	1/1130192
2	Easement to Drain Water 1.2 wide (DP1007464)	418/1007464	2/1130192

RL ddk  

Sheet 3 of 9 Sheets

Plan: DP1146421

Subdivision of Lot 2
DP 1130192
Covered by Council's Certificate
No. CC037/10 24/9/10

PART 2 (Terms)

Terms of Easement for Padmount Substation thirdly referred to in the abovementioned plan:

The terms of the Easement for Padmount Substation having terms set out in Memorandum No. 9262886 registered with Department of Lands (Land and Property Information NSW Division) are incorporated in this document.

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

No building shall be erected or permitted to remain within the Restriction site unless:

- 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the Owner provides the Authority benefited with an Engineer's certificate to this effect.

2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3. Definitions

- 3.1 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls;
- 3.2 **"erect"** includes construct, install, build and maintain;
- 3.3 **"restriction site"** means that part of the lot burdened subject to the Restriction on the Use of Land up to a maximum height of six (6) metres from the level of the substation footing;
- 3.4 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** mean the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.



Sheet 4 of 9 Sheets

Plan: DP1146421

Subdivision of Lot 2
DP 1130192
Covered by Council's Certificate
No. CC037/10 24/9/10

PART 2 (continued)

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

1. No swimming pool or spa shall be erected or permitted to remain within the Restriction site.
2. Definitions
 - 2.1 "erect" includes construct, install, build and maintain;
 - 2.2 "restriction site" means that part of the lot burdened subject to the Restriction on the Use of Land as shown on the plan.

Terms of Right of Carriageway sixthly referred to in the abovementioned plan:

Terms of Right of Carriageway as per Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

Provided that the registered proprietor for the time being of the benefited lot and all persons authorised by him will:

- a) not exceed a speed of 20kph whilst driving on the site of the easement
- b) not drive a vehicle of Tare weight in excess of 3,000kg over the site of the easement
- c) not park a vehicle or leave an obstruction to remain on the site of the easement

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

No garage shall be erected closer than five (5) metres to the edge of the common access driveway.

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

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

- a) maintain the driveway surface and any associated drainage system in reasonable working condition and;
- b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable to its former condition and;

Three handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

Sheet 5 of 9 Sheets

Plan: DP1146421

Subdivision of Lot 2
DP 1130192
Covered by Council's Certificate
No. CC 037/10 24/9/10

- c) maintain any and all landscaping within the site of the easement in a reasonable condition and
- d) engage a landscape maintenance contractor to carry out maintenance of the landscaping if/as may be required from time to time within the site of the easement and
- e) share the cost of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.



Sheet 6 of 9 Sheets

Plan: DP1146421

Subdivision of Lot 2
DP 1130192
Covered by Council's Certificate
No. CC 037/10 24/9/10

Name of persons and authority whose consent is required to release, vary or modify the terms of the Easements to Drain Water firstly, secondly and seventhly referred to in the abovementioned plan:

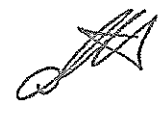
Penrith City Council.

Name of authority empowered to release, vary or modify the terms of the Easement for Padmount Substation thirdly referred to in the abovementioned plan:

Integral Energy Australia

Name of authority empowered to release, vary or modify the terms of the Restrictions on the Use of Land fourthly and fifthly referred to in the abovementioned plan:

Integral Energy Australia

DP 1146421.  

Sheet 7 of 9 Sheets

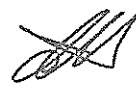
Plan: DP1146421

Subdivision of Lot 2
DP 1130192
Covered by Council's Certificate
No. CC037/10 24/9/10

SIGNATURES AND SEALS

SIGNED on behalf of NSW
DEPARTMENT OF EDUCATION AND
TRAINING


Signed by me ROGER MILCOT as delegate
of the Minister for Education and Training
pursuant to Section 125 of the Education
Act 1990 and I hereby certify that I have
no notice of the revocation of such
delegation.

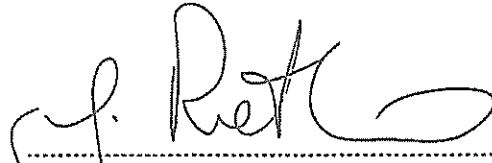
 

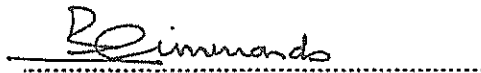
Sheet 8 of 9 Sheets

Plan: DP1146421

Subdivision of Lot 2
DP 1130192
Covered by Council's Certificate
No. CC037/10 24/9/10

SIGNED on behalf of INTEGRAL
ENERGY AUSTRALIA by its Attorney
pursuant to Power of Attorney Book 4:573
No.297 in the presence of:


Geoffrey Riethmuller
Attorney
Network Property Manager
URS 10545


Signature of Witness

26 May 2010
Date of Execution

Ray Simmonds
Name of Witness

Address of Witness
C/- Integral Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148



Sheet 9 of 9 Sheets

DP1146421

Subdivision of Lot 2
DP 1130192
Covered by Council's Certificate
No. CC037/10 24/9/10

Executed by KUKUNDI DRIVE PTY
LIMITED



[Signature]
Secretary

[Signature]
Director

Dated at Sydney this <u>12TH</u> Day of <u>OCTOBER 2010</u>
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)
signed by its Attorney <u>CHRIS JARRETT</u>
who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388
<i>[Signature]</i>
Signed in the presence of <i>[Signature]</i> (Signature)
<u>MARC JOHNSON</u> (Print Name)
<u>ANALYST</u> (Title)

[Signature]
Authorised Person, Penrith City Council

W:\server\projects\2023 Lot 2 Kukundi Drive Glenmore pa\DP and BB\02023-000.doc

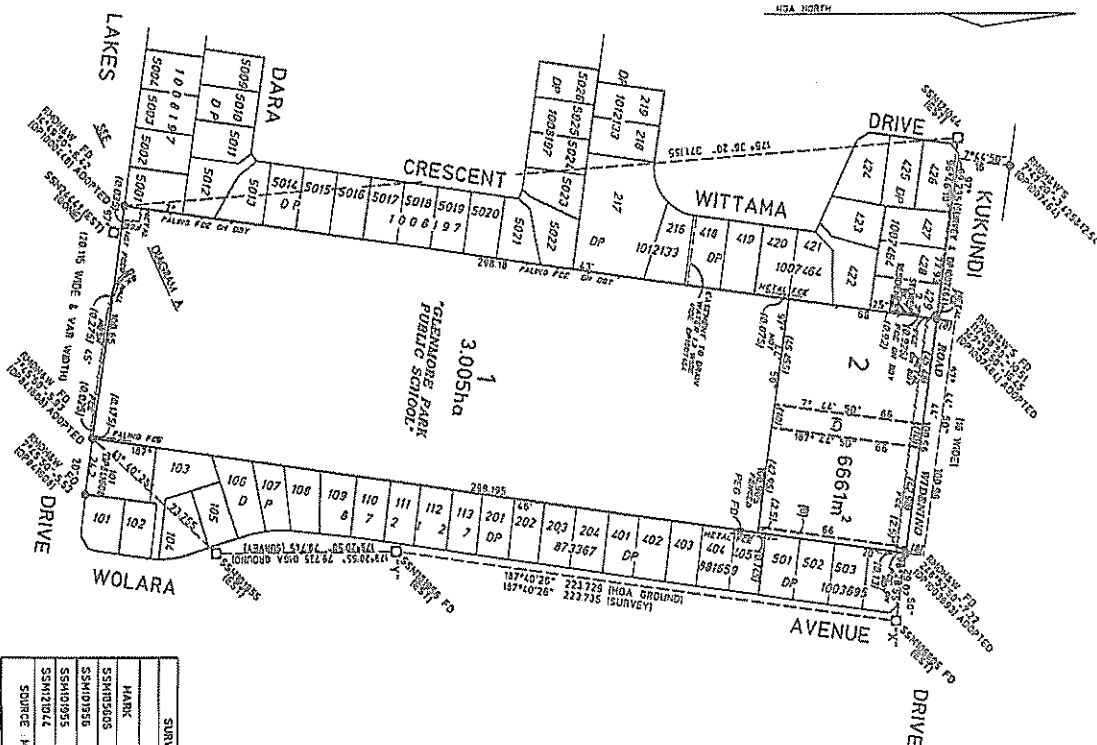
REGISTERED



29.10.2010

SUBTOTAL (REGISTRATION) \$555.50

WAGNERS COEASING OF FORDERS WILL LEAD TO REJECTIONS



Plan Drawing only to appear in this space

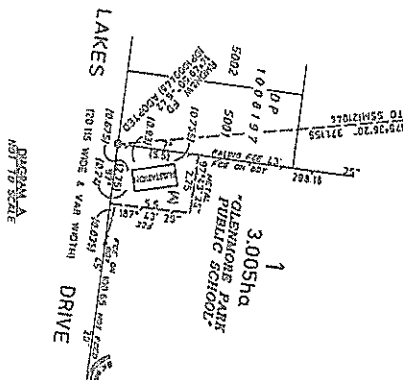
ALLEASEMENT FOR PASSENGER SUBSTATION
EASEMENT TO DRAIN WATER (2.5 WIDE)
RIGHT OF CARPENTRY (NO WIDE)

SHELVING REGULATION 1956 CLAUSES 351981 AND 6162					
H.C. CO-ORDINATES					
MARK	EASTING	NORTHING	CLASS	ORIGIN	ORIENT
55M105065	295133260	6 255607 D10	C	4	SCN5
55M107956	285363290	6 255819 D29	C	4	SCN5
55M109345	165264 4287	6 255703 556	C	4	SCN5
55M110312	1253 07 855	6 255835 186	C	4	SCN5
55M110344			C	4	SCN5

SOURCE: 1964 CO-ORDINATES ADAPTED FROM SCRS ON 02/05/1957/72007
 1964 CO-ORDINATES FACTOR 1000000 205255

NOTES:

55410055	FD - 554121044
33135716	373290 (MCA GROUND)
33135716	372299 (SURVEY)
55405605	FD - 554021044
37712972	207944 (MCA GROUND)
37712972	207949 (SURVEY)



~~NOT TO SCALE~~

DP1130192

Registered: 97.10.2008
Title System

Paperback \$6

Lost Plan

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LGA: FENRTH

Locality: CLEMONS PARK

County: CURBERLAND

State of residence	Country of origin	Age	Sex	Marital status	Occupation	Religion	Education	Language	Health	Income	Assets	Liabilities	Net worth	Other
USA	USA	45	M	Married	Engineer	Protestant	High School	English	Good	\$50,000	\$100,000	\$50,000	\$150,000	
USA	USA	35	F	Married	Teacher	Catholic	College	English	Good	\$40,000	\$80,000	\$40,000	\$120,000	
USA	USA	25	M	Single	Student	Buddhist	College	English	Good	\$20,000	\$40,000	\$20,000	\$60,000	
USA	USA	15	F	Single	Student	Muslim	High School	English	Good	\$10,000	\$20,000	\$10,000	\$30,000	
USA	USA	55	M	Married	Retired	Jewish	College	English	Good	\$60,000	\$120,000	\$60,000	\$180,000	
USA	USA	40	F	Married	Homemaker	Protestant	High School	English	Good	\$30,000	\$60,000	\$30,000	\$90,000	
USA	USA	30	M	Single	Software Engineer	Catholic	College	English	Good	\$70,000	\$140,000	\$70,000	\$210,000	
USA	USA	20	F	Single	Student	Buddhist	College	English	Good	\$15,000	\$30,000	\$15,000	\$45,000	
USA	USA	60	M	Married	Retired	Jewish	College	English	Good	\$80,000	\$160,000	\$80,000	\$240,000	
USA	USA	48	F	Married	Teacher	Protestant	College	English	Good	\$45,000	\$90,000	\$45,000	\$135,000	
USA	USA	38	M	Single	Software Engineer	Catholic	College	English	Good	\$65,000	\$130,000	\$65,000	\$195,000	
USA	USA	28	F	Single	Student	Buddhist	College	English	Good	\$25,000	\$50,000	\$25,000	\$75,000	
USA	USA	58	M	Married	Retired	Jewish	College	English	Good	\$75,000	\$150,000	\$75,000	\$225,000	
USA	USA	42	F	Married	Homemaker	Protestant	High School	English	Good	\$35,000	\$70,000	\$35,000	\$105,000	
USA	USA	32	M	Single	Software Engineer	Catholic	College	English	Good	\$55,000	\$110,000	\$55,000	\$165,000	
USA	USA	22	F	Single	Student	Buddhist	College	English	Good	\$18,000	\$36,000	\$18,000	\$54,000	
USA	USA	62	M	Married	Retired	Jewish	College	English	Good	\$85,000	\$170,000	\$85,000	\$255,000	
USA	USA	44	F	Married	Teacher	Protestant	College	English	Good	\$48,000	\$96,000	\$48,000	\$144,000	
USA	USA	34	M	Single	Software Engineer	Catholic	College	English	Good	\$68,000	\$136,000	\$68,000	\$204,000	
USA	USA	24	F	Single	Student	Buddhist	College	English	Good	\$22,000	\$44,000	\$22,000	\$66,000	
USA	USA	54	M	Married	Retired	Jewish	College	English	Good	\$78,000	\$156,000	\$78,000	\$234,000	
USA	USA	46	F	Married	Homemaker	Protestant	High School	English	Good	\$38,000	\$76,000	\$38,000	\$114,000	
USA	USA	36	M	Single	Software Engineer	Catholic	College	English	Good	\$58,000	\$116,000	\$58,000	\$174,000	
USA	USA	26	F	Single	Student	Buddhist	College	English	Good	\$28,000	\$56,000	\$28,000	\$84,000	
USA	USA	56	M	Married	Retired	Jewish	College	English	Good	\$82,000	\$164,000	\$82,000	\$246,000	
USA	USA	41	F	Married	Teacher	Protestant	College	English	Good	\$42,000	\$84,000	\$42,000	\$126,000	
USA	USA	31	M	Single	Software Engineer	Catholic	College	English	Good	\$62,000	\$124,000	\$62,000	\$186,000	
USA	USA	21	F	Single	Student	Buddhist	College	English	Good	\$19,000	\$38,000	\$19,000	\$57,000	
USA	USA	61	M	Married	Retired	Jewish	College	English	Good	\$88,000	\$176,000	\$88,000	\$264,000	
USA	USA	43	F	Married	Homemaker	Protestant	High School	English	Good	\$39,000	\$78,0			

A survey conducted with the knowledge that, according to the 1992 Census, the survey represented in this place in 1990, the survey results were consistent with the foregoing population, with a 100% compliance.

How much of the total actually amounted to speedily and sound returns on this capital and the wisdom of the investment?

Examine registered under the Copyright Act, 1912
 Author Name: $\overline{X} = \overline{Y}$ 14/04/2012
 Date: 14/04/2012

PHOTO TAKEN IN PRESENCE OF SHERIFF/County Jailmate
DP845751 UNRECORDED PLAN PREPARED
DP845808 BY JERRY PHILLIPS 6/20/08 07/08/2008

IP1200693
OP150725L
OP2735

decreased protein feeding, its overall protein turnover, and energy reserves, eventually resulting in the use of lipid as metabolic substrates.

IT IS INTENDED TO DEVELP THE ROAD
WIDENING OF KUNDU DRIVE 16' WIDE
TO THE PUBLIC AS ROAD

PERSONAL TO SECTION 808 OF THE
CONVEYANCING ACT 1919 AS AMENDED
IT IS INTENDED TO CREATE

2.75 WIDE
EASEMENT TO DRAIN WATER 2.5 WIDE

1

* OFFICE USE ONLY

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



DP1130192 B

(Sheet 1 of 4 sheets)

Plan of Subdivision
 of Lot 110 DP 2576 and Affecting Easements
 covered by Subdivision Certificate No
 dated

**Full name and address
 Of the owner of the land:**

Minister for Education
 c/o 55 Market Street SYDNEY NSW 2000

Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Padmount Substation 2.75 wide	Lot 1	Integral Energy Australia
2	Easement to Drain Water 2.5 wide	Lot 2	Lot 1
3	Right of Carriageway 10 wide	Lot 2	Lot 1
4	Restriction on the Use of Land	Lot 2	Penrith City Council

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

Easement for Padmount Substation within the terms set out in Memorandum No 9262886 are incorporated in this document together with the following clause.

Integral Energy shall indemnify and keep indemnified the Owner from and against all actions, suits, claims and demands of whatsoever nature which may be brought against the Owner and all costs, charges and expenses which the Owner may incur in respect of any accident and injury and damage to any person or property which may occur through any cause which may be consequent upon the use of the lot burdened by the Authority Benefited notwithstanding that the conditions and covenants herein contained or referred to shall in all respects have been observed by the Authority Benefited or that such accident, injury and/or damage shall arise from any act or thing which the Authority Benefited may be authorised or compelled to do in respect of the conditions attaching to this easement. PROVIDED HOWEVER that this indemnity shall not be deemed to cover any action, suit, claim, demand, cost, charge or expense arising from the negligence on the part of the Owner, its servants or agents.

Sheet 2 of 4 sheets)

DP1130192

Plan of Subdivision
of Lot 110 DP 2576 and Affecting Easements
covered by Subdivision Certificate No
dated

The terms implied by s.88A(2A) and Schedule 4A Part 8 of the conveyancing Act 1919
are excluded.

Name of person empowered to release, vary or modify easement numbered 1 in the plan.

Integral Energy Australia

Terms of easement numbered 2 in the plan.

An Easement to Drain Water within the meaning of Part 3 of Schedule 8 of the Conveyancing
Act 1919

Name of person empowered to release, vary or modify easement numbered 2 in the plan.

Proprietor of Lot 1

Terms of easement numbered 3 in the plan.

A Right of Carriageway within the meaning of Part 1 of Schedule 8 of the Conveyancing Act
1919

Name of person empowered to release, vary or modify easement numbered 3 in the plan.

Proprietor of Lot 1

Terms of restriction numbered 4 in the plan.

No development or building shall be allowed or be permitted to remain on the lot burdened
unless satisfactory arrangements have been made with Penrith City Council for services
(water, sewer, electricity and telephone), any outstanding contributions or consolidation with
adjoining lots.

**Name of person empowered to release, vary or modify the terms of restriction numbered
4 in the plan.**

Penrith City Council

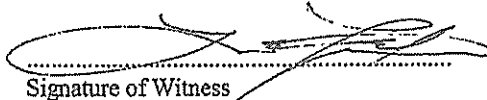
(Sheet 3 of 4 sheets)

DP1130192

Plan of Subdivision
of Lot 110 DP 2576 and Affecting Easements
covered by Subdivision Certificate No
dated

Signed in my presence by

.....
who is personally known to me



Signature of Witness

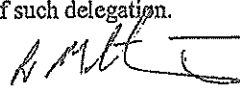
Laurie Flatters

Sites Officer

.....
Name of Witness

(BLOCK LETTERS)

Signed by me Ray Markston as
delegate of the Minister for Education
and Training pursuant to Section 125 of
the Education Act 1990 and I hereby
certify that I have no notice of the
revocation of such delegation.


.....
Proprietor

Signed on behalf of Integral Energy
Australia by Its Attorney pursuant to Power
of Attorney Book 4509 No 838 in the
presence of:

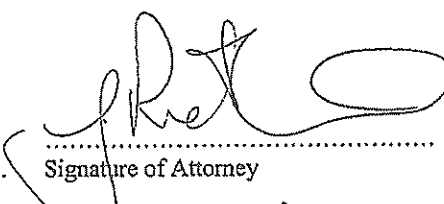


Signature of Witness

Ray Simmonds

.....
Name of Witness

C/- Integral Energy
51 Huntingwood Drive
Huntingwood 2148


Signature of Attorney

Name: GEOFFREY RIETHMULLER
Position NETWORK PROPERTY mgr

7 May 2008
Date of Execution

94-3115

(Sheet 4 of 4 sheets)

DP1130192

Plan of Subdivision
of Lot 110 DP 2576 and Affecting Easements
covered by Subdivision Certificate No
dated



.....
Authorised Person/General Manager
Penrith City Council



Form: 13RVP

Release: 2.0

www.lands.nsw.gov.au

**RESTRICTION ON THE
USE OF LAND VESTED
PRESCRIBED AUTHORITY**

New South Wales

Section 88D(3) Conveyancing Act 1919



AE555777H

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

(A) TORRENS TITLE

Folio Identifier 2/1130192

(B) LODGED BY

Document Collection Box 813E	Name, Address or DX and Telephone I V KNIGHT, CROWN SOLICITOR DX 19 SYDNEY LLEN: 1235890 TEL: 9224 5068 Reference: 200803276 SRG	CODE R 4
--	--	------------------------

**(C) PRESCRIBED
AUTHORITY**

MINISTER FOR EDUCATION AND TRAINING

- (D) The prescribed authority, being the registered proprietor of the above land, applies to have a recording made in the Register of a restriction on the use of land affecting the above land the terms of which are set out in a true copy of the relevant order dated 5th MARCH 2009 annexed hereto and marked "A" and certifies that no person or corporation has acquired an interest in the above land.

DATE 5-3-2009

- (E) I certify that an authorised officer of the prescribed authority, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

Signature of witness: _____

Signature of

Authorised officer: _____

Name of witness: _____

L. FLATTERS

Name: _____

Address of witness: _____

55 Market St

Position: _____

SYDNEY

Signed by me Roger Millot delegate of the Minister for Education and Training pursuant to Section 125 of the Education Act 1980 and I hereby certify that I have no notice of the revocation of such delegation.

ANNEXURE "A"

ORDER

ORDER made the FIFTH day of MARCH 2009 by THE
HONOURABLE VERITY FIRTH Minister for Education and Training for the State of New
South Wales IN PURSUANCE of Section 88D(2) of the Conveyancing Act 1919.

I, the Minister for Education and Training do, by this my Order, make an Order that the land
described in Schedule One hereto be subject to a Restriction, particulars of which are
specified in Schedule Two hereto. The prescribed authority in which the land is vested is the
Minister for Education and Training.

Signed by me Ray Masterton as delegate of
the Minister for Education and Training, The
Honourable Verity Firth pursuant to
Section 125 of the Education Act 1990 and
I hereby certify that I have no notice of
revocation of such delegation.


.....
Ray Masterton as delegate of The
Honourable Verity Firth Minister for
Education and Training

Signed by me ROGER MILLOT as delegate
of the Minister for Education and Training
pursuant to Section 125 of the Education
Act 1990 and I hereby certify that I have
no notice of the revocation of such
delegation.

SCHEDULE ONE

ALL THAT piece or parcel of land located at Glenmore Park in the Local Government Area
of Penrith Parish of Mulgoa County of Cumberland being Lot 2 in Deposited Plan 1130192
and being the whole of the land comprised in Folio Identifier 2/1130192.

SCHEDULE TWO

A Restriction on the use of the land that the land and any improvements located thereon
described in Schedule One hereto will not be used for the purposes of a school or
educational facility excepting a "government school" as that expression is defined by Section
3 of the Education Act 1990.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Property No: 785888
Your Reference:
Contact No.

Issue Date: 13 March 2023
Certificate No: 23/01149

Issued to: Mr D Wilson
51 Lemongrove Road
PENRITH NSW 2750

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish:** MULGOA

Location: 4 Jindalee Place GLENMORE PARK NSW 2745
Land Description: Lot 209 DP 1146421

- 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 and development control plan that applies to the carrying out of development on the land:

The following Local environmental planning instruments apply to the land:

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

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural areas*.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water*

Catchments - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

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

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

State Environmental Planning Policy (Housing) 2021.

State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage*.

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development*.

PLANNING CERTIFICATE UNDER SECTION 10.7
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State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.
State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.
State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.
State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 13 - *Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

1(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been the subject of community consultation or on public exhibition under the Act, that will apply to the carrying out of development on the land:

(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.)

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the Planning Portal (www.planningportal.nsw.gov.au/employment-zones)- Exhibition 31/05/2022 to 12/07/2022.

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

**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

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

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

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.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

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.

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

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

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

2(f) 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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2(g) 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.)

3 CONTRIBUTIONS PLANS

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft 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 identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *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 non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

4 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 above mentioned 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 above mentioned zones.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE

(The Industrial and Business Alterations Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN4, SP1, SP2, SP3, IN1, IN2 or IN3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

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

CONTAINER RECYCLING FACILITIES CODE

(The Container Recycling Facilities 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.)

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Complying development under the Container Recycling Facilities 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.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

FIRE SAFETY CODE

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

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.

5 EXEMPT DEVELOPMENT

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

7 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 an authority of the State, as referred to in the Act, section 3.15.

8 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.

9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

No, the land or part of the land is not within the flood planning area and is currently not subject to flood related development controls.

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

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

Note - Council reserves the right 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.

10 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 sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

(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 sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land, under section 10.3 of the Act.

12 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))

13 MINE SUBSIDENCE

The land is not declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

14 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.)

15 PROPERTY VEGETATION PLANS

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

16 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.)

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

17 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.)

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(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.)

19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

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

20 WESTERN SYDNEY AEROTROPOLIS

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Shown on the Lighting Intensity and Wind Shear Map	No
(c)	Shown on the Obstacle Limitation Surface Map	Yes
(d)	In the "public safety area" on the Public Safety Area Map	No
(e)	In the "3km zone" or the "13km zone" of the Wildlife Buffer Zone Map	Yes

21 DEVELOPMENT CONSENT FOR SENIORS HOUSING

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

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

**22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT
CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which council is aware, in respect of proposed development on the land; and/or

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

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

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.)

(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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Notes:

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.

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.

**Alan Stoneham
Interim General Manager**

per



Sewer Service Diagram

Application Number: 8002318175

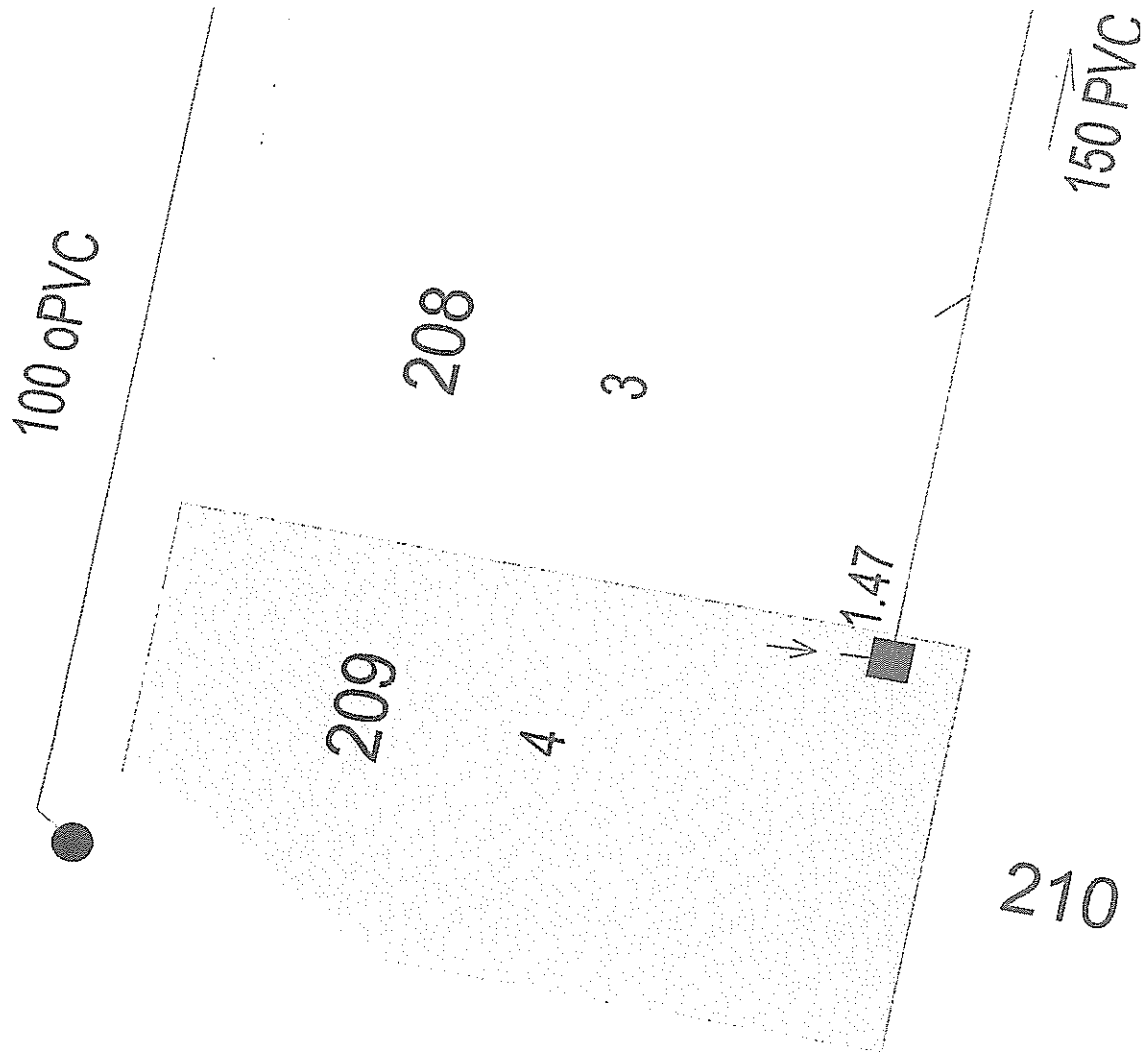
SEWERAGE SERVICE DIAGRAM															
MUNICIPALITY OF <u>PENRITH</u> Lot No. <u>209</u> House No.	SUBURB OF <u>ELLENBORO PK</u> STREET <u>JINDALEE</u>	SSD <u>700CBS</u> SCALE: <u>1:200</u>													
<table border="0" style="width: 100%;"> <tr> <th style="text-align: left;">INDICATES - DRAINAGE FITTINGS</th> <th colspan="2" style="text-align: center;">SYMBOLS AND ABBREVIATIONS</th> <th style="text-align: left;">INDICATES - PLUMBING FIXTURES & OR FITTINGS</th> </tr> <tr> <td style="vertical-align: top;"> ☐ Chr Chamber ⊙ Ol Lamphead ⊗ Boundary Trap ⊙ Inspection Shaft ⊙ PH Pit ⊙ G Grease Interceptor ⊙ TMS Graywater Treatment System ⊙ TMS Terminal Maint. Shaft ⊙ MS Maintenance Shaft ☐ Gully ☐ Reflux Valve ☐ Inspection opening ☐ Vertical Pipe ☐ Induct Pipe ☐ MF Micro Flap ☐ RP Roding Point ☐ Sloped Junction ☐ Vertical Junction ☐ On back Junction </td> <td colspan="2" style="vertical-align: top;"> CO Clean out ○ V Vent Pipe Tr(L) Trough Laundry S Sink (Kitchen) WC Water Closet Bth. Bath Waste H Bath AAV Air Admittance Valve Old Bidet Shr Shower DWM Dishwashing machine FW Floor waste gully CWM Clothes-washing machine BS Sink Bar LS Sink Laboratory LP Reducer </td> <td style="vertical-align: top;"> --- F --- ELEC. ⊙ Pump Unit --- Boundary Valve --- Boundary Valve with PRV ⊙ Alarm Control Panel ⊙ LP Stop Valve ⊙ LP Air Valve ⊙ HSV Flow Monitor ⊙ Vacuum Chamber ⊙ Flushing Point </td> </tr> <tr> <td colspan="4" style="padding: 5px;"> INDICATES - PLUMBING ON MORE THAN ONE LEVEL ○ SVP Soil Vent Pipe ○ WS Waste Stack </td> </tr> </table>				INDICATES - DRAINAGE FITTINGS	SYMBOLS AND ABBREVIATIONS		INDICATES - PLUMBING FIXTURES & OR FITTINGS	☐ Chr Chamber ⊙ Ol Lamphead ⊗ Boundary Trap ⊙ Inspection Shaft ⊙ PH Pit ⊙ G Grease Interceptor ⊙ TMS Graywater Treatment System ⊙ TMS Terminal Maint. Shaft ⊙ MS Maintenance Shaft ☐ Gully ☐ Reflux Valve ☐ Inspection opening ☐ Vertical Pipe ☐ Induct Pipe ☐ MF Micro Flap ☐ RP Roding Point ☐ Sloped Junction ☐ Vertical Junction ☐ On back Junction	CO Clean out ○ V Vent Pipe Tr(L) Trough Laundry S Sink (Kitchen) WC Water Closet Bth. Bath Waste H Bath AAV Air Admittance Valve Old Bidet Shr Shower DWM Dishwashing machine FW Floor waste gully CWM Clothes-washing machine BS Sink Bar LS Sink Laboratory LP Reducer		--- F --- ELEC. ⊙ Pump Unit --- Boundary Valve --- Boundary Valve with PRV ⊙ Alarm Control Panel ⊙ LP Stop Valve ⊙ LP Air Valve ⊙ HSV Flow Monitor ⊙ Vacuum Chamber ⊙ Flushing Point	INDICATES - PLUMBING ON MORE THAN ONE LEVEL ○ SVP Soil Vent Pipe ○ WS Waste Stack			
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INDICATES - PLUMBING ON MORE THAN ONE LEVEL ○ SVP Soil Vent Pipe ○ WS Waste Stack															

| Licence No. 61192 Permit/COC No. 2851776 Signature [Signature] Date 17.5.10 | | Licence No. Permit/COC No. Signature Date | |
| LOT 209 Jindalee Pl **IMPORTANT NOTE** This diagram was supplied to Sydney Water by the plumber / drafter whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water. | | | |

Disclaimer

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

Service Location Print
Application Number: 8002318181



Document generated at 09-03-2023 10:40:45 AM

Asset Information

Legend

Sewer	
Sewer Main (with flow arrow & size type text)	225 PVC
Disused Main	
Rising Main	
Maintenance Hole (with upstream depth to invert)	1.7
Sub-surface chamber	
Maintenance Hole with Overflow chamber	
Ventshaft EDUCT	
Ventshaft INDUCT	
Property Connection Point (with chainage to downstream MH)	5.5
Concrete Encased Section	Concrete Encased
Terminal Maintenance Shaft	15
Maintenance Shaft	15
Rodding Point	RP
Lamphole	
Vertical	
Pumping Station	SP0882
Sewer Rehabilitation	

Property Details	
Boundary Line	
Easement Line	
House Number	
Lot Number	
Proposed Land	
Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	

Water	
WaterMain - Potable (with size type text)	200 PVC
Disconnected Main - Potable	
Proposed Main - Potable	
Water Main - Recycled	
Special Supply Conditions - Potable	
Special Supply Conditions - Recycled	
Restrained Joints - Potable	
Restrained Joints - Recycled	
Hydrant	
Maintenance Hole	
Stop Valve	
Stop Valve with By-pass	
Stop Valve with Tapers	
Closed Stop Valve	
Air Valve	
Valve	
Scour	
Reducer / Taper	
Vertical Bands	
Reservoir	
Recycled Water is shown as per Potable above. Colour as Indicated	

Pressure Sewer	
Pressure Sewer Main	
Pump Unit (Name, Electrical Cable, Pump Unit)	
Property Valve Boundary Assembly	
Stop Valve	
Reducer / Taper	
Flushing Point	

Vacuum Sewer	
Pressure Sewer Main	
Division Valve	
Vacuum Chamber	
Clean Out Point	

Stormwater	
Stormwater Pipe	
Stormwater Channel	
Stormwater Gully	
Stormwater Maintenance Hole	

Private Mains	
Potable Water Main	
Recycled Water Main	
Sewer Main	
Symbols for Private Mains shown gray	

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	68f68b41
Property Address:	4 JINDALEE PLACE GLENMORE PARK
Date of Registration:	16 June 2015
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	inground concrete lap pool

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance



NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D - Swimming Pools Act 1992

Pool No:	68f68b41
Property Address:	4 JINDALEE PLACE GLENMORE PARK
Expiry Date:	10 August 2025
Issuing Authority:	Thanh Xuan Cao - Registered Certifier - bdc2411

Complied with AS1926.1 (2012).

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

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

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

Please remember:

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

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

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

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

AGREEMENT

This Agreement is made on 24 / 11 / 2022 at SOUTHLANDS ESTATE AGENTS NSW BETWEEN

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: Mehmet Salman

Phone: _____ Mobile: 0402 964 023 Email: ideal.rugs@bigpond.com

Other Contact Details: _____

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: Turkey

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address):

Shop 9/2 Birmingham Rd South Penrith NSW 2750

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Leanne Harris, Jason Harris & Allison Coulson

Address for service of notices (if not address of Residential Premises):

4 Jindalee Place, Glenmore Park, NSW, 2745

Phone: 0409 966 359 Mobile: 0409 903 993 Email: jasonleaneharris@gmail.com

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Southlands Realty Pty Ltd T/as Southlands Estate Agents

Address: Shop 9/2 Birmingham Rd ACN: _____
South Penrith NSW 2750 ABN: 37530693787

Phone: (02) 4721 111 Mobile: _____ Email: rentals@southlandsea.com.au

Licence No.: 159 3550 Licence Expiry: 03.11.2023

TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☐ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☒ Other (Please specify) 52 weeks

☐ Periodic (no end date)

starting on: 14 / 12 / 2022 and ending on: 12 / 12 / 2023 (cross out if not applicable)

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

RESIDENTIAL PREMISES *Note: Insert any excluded items in the Other Additional Terms Item on the signature page*The residential premises are: **4 Jindalee Place, Glenmore Park, NSW, 2745**The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)***2X Garage****RENT/RENT INCREASE**The rent is: **\$850.00** per: **week** payable in advance starting on: **14 / 12 / 2022***Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.*Rent increase 1: Then from: **/ /** pay: **/** per: **week**Rent increase 2: Then from: **/ /** pay: **/** per: **week***Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.*The tenant must pay the rent in advance on the **friday** of every **week** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **/** at: **/**

by cash or Electronic Funds Transfer (EFT), or

(b) Into the following account:

Account Name: **Southlands Estate Agents** Bank: **ANZ**BSB: **012429** Account No.: **572023021** Payment Reference: **1002**

or any other account nominated by the landlord; or

(c) as follows: **Money Order / Bank Cheque / Direct Deposit***Note. The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.***RENTAL BOND** *(Cross out if there is not going to be a bond)*A rental bond of **\$ 5907247-6** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or☐ the landlord's agent, or☒ NSW Fair Trading through Rental Bonds Online.*Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.***IMPORTANT INFORMATION****MAXIMUM NUMBER OF OCCUPANTS**No more than **5** persons may ordinarily live in the Premises at any one time.Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)***3X Children****URGENT REPAIRS**

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Gold Electrical** Phone: **0401 726 678**Plumbing Repairs: **Total Plumbing** Phone: **0403 915 131**Building Repairs: Phone: **/**Other Repairs: Phone: **/**

WATER USAGEWill the Tenant be required to pay separately for water usage? ☒ Yes ☐ No If 'yes', see Clauses 12 and 13**UTILITIES**Is electricity supplied to the premises from an embedded network? ☒ Yes ☐ NoIs gas supplied to the premises from an embedded network? ☒ Yes ☐ No

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

SMOKE ALARMS

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

☒ Hardwired smoke alarm ☐ Battery operated smoke alarmIf the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☒ No

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

9VProperty Compliance AustraliaIf the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☒ No

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

9VProperty Compliance AustraliaIf the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☐ Yes ☒ No**STRATA BY-LAWS**Are there any strata or community scheme by-laws applicable to the residential premises? ☐ Yes ☒ No

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]*[Cross out if not applicable]*Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.*[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]***Landlord**Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.Email Address: pm@southlandsea.com.au jorden@southlandsea.com.au rentals@southlandsea.com.au*[Specify email address to be used for the purpose of serving notices and documents.]***Tenant**Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.Email Address: jasonleaneharris@gmail.com*[Specify email address to be used for the purpose of serving notices and documents.]***CONDITION REPORT**

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, the landlord and tenant agree that the condition report, prepared for a tenancy agreement dated 16 / 12 / 2020 and entered into by the tenant, applies to this Agreement.**TENANCY LAWS**The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

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

RENT REDUCTIONS

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

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

10. The landlord agrees to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
 - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
- 11.6.1 are separately metered, or
- 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. *Separately metered* is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:
- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES**14. The landlord agrees:**

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

TENANT'S RIGHT TO QUIET ENJOYMENT**15. The landlord agrees:**

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

USE OF THE PREMISES BY TENANT**16. The tenant agrees:**

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
17. The tenant agrees:
- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

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

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

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

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

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

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

SALE OF THE PREMISES

21. The landlord agrees:

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

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

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

23. The landlord and the tenant agree:

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

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

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

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

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. The landlord agrees:
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
33. The tenant agrees:
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:
- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

42. The landlord agrees to:
- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:
- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

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

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

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

45. ~~The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:
- 46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:
- 47.1 If, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 If, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:
- 50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.
- This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

53. ~~The landlord agrees that the tenant may keep the following animal on the residential premises (specify the breed, size etc):~~

54. The tenant agrees:
- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

56.1 The tenant agrees:

- (a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
- (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
- (c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
- (d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.

56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

57.1 The condition report will form part of and be included in this agreement.

57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (Inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.

58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE AND USE OF PREMISES

59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

- 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- 59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
- 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- 59.11 not to affix any television antenna to the premises.
- 59.12 not to maliciously or negligently damage the premises or any part of the premises.
- 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.14 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.16 to notify the landlord of any infectious disease at the premises.
- 59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

- 60.1 At the commencement of the tenancy, the landlord will:
- handover the pool in a condition that is safe for use
 - provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
- 60.2 During the term of the tenancy:
- the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - child-restraint barriers are in place and properly maintained,
 - access gates and doors are securely closed at all times,
 - at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
 - where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
 - the tenant is responsible for general maintenance including:
 - regular cleaning of filter baskets
 - maintaining required water levels
 - removing vegetation and other rubbish from the pool
 - maintaining the pool water condition
 - regular pool services
 - payment of costs for all required pool chemicals
 - advising the landlord or the agent immediately of any pool related problem.
- 60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:
- opportunity to inspect the pool; and/or
 - a pool condition report completed by a professional pool service company.
- The tenant is to return the pool in good order and condition as at the beginning of the tenancy.
- 60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.
- 60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term the tenant agrees:
- to deliver vacant possession in accordance with the termination notice; and
 - to deliver up all keys and security devices; and

- to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:
- the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
 - the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
 - the parties are not relieved from their obligations to mitigate any loss on termination; and
 - the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:
- Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
 - At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
 - Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
 - Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
 - Leave the premises (including the grounds) in a neat and tidy condition.
 - Fumigate as reasonably required if pets have been on the premises.
 - Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
 - Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).
69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.
70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

74. ~~The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally;~~

ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.
73. The tenant agrees not to, by act or omission, either directly or indirectly, do anything which would:
- cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
 - cause or expose the landlord to any claim on any such insurance policy; or
 - cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (Cth)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (Cth)* (where applicable), collect, use and disclose such information to:
- the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or

- residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- by delivering it to the party personally; or
 - by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or

- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000* (NSW).
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, falling which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

- (9) **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.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000* (NSW) including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **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.
- (5) **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*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988* (CTH).
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.

OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

SIGNATURES

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

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

SIGNED BY THE LANDLORD:

Jordan Thompson-Gray

Date: 12/1/2023

(Signature of landlord or landlord's agent on behalf of the landlord)

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

SIGNED BY THE LANDLORD:

Jordan Thompson-Gray

Date: 12/1/2023

(Signature of landlord or landlord's agent on behalf of the landlord)

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT:

[Signature]

Date: 14/12/22

(Signature of tenant)

SIGNED BY THE TENANT (2):

[Signature]

Date: 20/12/2022

(Signature of tenant 2)

SIGNED BY THE TENANT (3):

A. Cousin

Date: 1/1

(Signature of tenant 3)

SIGNED BY THE TENANT (4):

Date: 14/12/22

(Signature of tenant 4)

TENANT INFORMATION STATEMENT

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

SIGNED BY THE TENANT/S:

[Signature]

Date: 20/12/2022

(Signatures of tenants)

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