

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 75859539	NSW DAN:
vendor's agent	Professionals Narellan & District PO Box 136 Narellan NSW 2567		Phone: 4623 0380 Fax: 4621 4618 Ref:
co-agent			
vendor	CAMERON THOMAS MALCHER, SARAH ELIZABETH MALCHER 6 3 Williams Parade Dulwich Hill NSW 2203		
vendor's solicitor	East-West Conveyancing PO Box 572 Ingleburn NSW 1890		Phone: 02 9829 8494 Fax: Ref: 20/9898
date for completion	42nd day after the date of this contract	(clause 15)	Email: glen@eastwestconveyancing.com.au
land	20 FLINDERS AVE CAMDEN SOUTH NSW 2570		
(Address, plan details and title reference)	LOT 439 IN DEPOSITED PLAN 238767 439/238767		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier’s name:

Supplier’s ABN:

Supplier’s GST branch number (if applicable):

Supplier’s business address:

Supplier’s email address:

Supplier’s phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within 3 months* of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Additional clauses forming part of this contract

- 32 (a) Clause 16.5 is amended by deleting “plus another 20% of that fee”.
(b) Clause 16.7 is amended by replacing “cash (up to \$2,000) or settlement” with “bank”.
(c) Clause 16.8 is amended by deleting the words “settlement”, “\$10” and “cheque” and inserting in place respectively the words “bank”, “\$5” and “bank cheque”.
(d) Clause 7.1.1 is amended by substituting 1% in lieu of 5%.
(e) Clause 14.4.2 is amended by deleting it entirely and replacing with: “by adjusting the actual land tax assessed for the subject property for the year in which this contract is completed, or, if no separate assessment is available, by calculating its separate taxable value on a proportional area basis.”
- 33 A sufficient statement of the vendor’s title shall be deemed to be included in the description of the property appearing on page one of this contract and such statement shall be deemed to have been given to the purchaser at the date hereof.
- 34 The purchaser warrants that he was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right does not merge on completion.
- 35 Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by either party to the other party under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion. Further if it becomes necessary for the vendor to issue a Notice to Complete then the purchaser shall pay to the vendor the costs of issue of such Notice assessed at \$220.00 payable on completion.
- 36 (a) The purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or requisition or rescind or terminate in this regard.
(b) The purchaser accepts the inclusions specified in their present state and condition subject to fair wear and tear and the vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear in respect thereof occurring after the date of this agreement.
- 37 The purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.
- 38 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if a party (and if more than one person then any one of them) prior to completion:
- 38.1 dies or becomes mentally ill, then either party may rescind this contract by written notice to the other party’s solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- 38.2 being a company resolve to go into liquidation or have a petition for its winding up presented or enters into any scheme of arrangement with its creditors or has a liquidator receiver or official manager of it appointed, then that party will be in default under this contract.
- 39 The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties. This right continues after completion.

40 Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion (which will in this clause include rescission or termination) of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of the vendor's loss resulting from the delay in completion, including loss of interest on the purchase money and liability for rates and other outgoings, and will be deemed to be part of the balance of purchase money due and payable on completion.

41 The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SREP 12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 149 or Section 10.7 Certificate may be inaccurate in respect of those matters.

42 The Vendor discloses that the attached Section 149 or Section 10.7 Certificate may not comply with the disclosure requirements of Item 21 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

43 The purchaser agrees to release all or such part of the deposit as is required by the vendor as a deposit on or for payment of stamp duty on a contract for real property to be purchased by the vendor. Such funds are to be paid only to a licensed real estate agent or solicitor holding a current practising certificate as stakeholder and providing such funds shall be held within the Trust Account of such real estate agent or solicitor and shall not be further released without the consent of the purchaser or shall be paid to the Office of State Revenue. This clause shall be sufficient and irrevocable authority by the purchaser for the release of said deposit.

44 The vendor does not hold a Building Certificate issued under the Local Government Act 1993 in respect of the property. The vendor shall not be required to apply for a Building Certificate, carry out work required by the relevant Council in accordance with a work order made after the date of this contract or otherwise required to be done by the relevant Council before it will issue a Building Certificate, or do anything else necessary for the issue of a Building Certificate. This contract shall not be conditional upon the issue of a Building Certificate. The purchaser is not entitled to make any objection, requisition or claim for compensation in respect to any such work order or works required by the relevant Council and if this contract is completed the purchaser must at his own expense comply with such work order or works to be done and pay the expense of compliance or do the works required at his own expense. This special condition is subject only to the prescribed warranties contained in Schedule 3 of the Conveyancing Regulations 2005 and s52A of the Conveyancing Act 1919

45 The purchaser warrants:

- (a) that the purchaser (and if more than one each of the purchasers) is ordinarily resident in Australia within the Foreign Takeovers Act 1975 (Commonwealth);
- (b) that the provisions of the Foreign Takeovers Act 1975 (Commonwealth) requiring the obtaining of consent to this transaction do not apply to the purchaser and to this purchase.

In the event of a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof. This warranty shall not merge on completion.

46 Despite any other provision of this contract, if the vendor provides written agreement to accept a deposit paid in instalments and:-

- (a) the initial instalment of the deposit agreed to be paid (or actually paid) by the purchaser is less than ten percent (10%) of the purchase price; and
- (b) the vendor becomes entitled to forfeit the deposit in accordance with Clause 9 of the contract,

then the purchaser will immediately upon demand pay to the vendor any unpaid instalments of the deposit, to the intent that the full deposit of ten percent (10%) of the purchase price is forfeitable by way of deposit upon default. Any unpaid instalments of the deposit will be recoverable from the purchaser as a debt.

- 47 Should completion be cancelled or postponed as a result of the inability on the part of the purchaser to complete the transaction and the vendor incurs additional agency fees, including the vendor's mortgagee's additional agency fees, as a result of such failure to complete or postponement of settlement, then the purchaser will reimburse the vendor for those additional agency fees.
- 48 If there is a discrepancy between these special conditions and any other clause in this contract than these special conditions shall prevail.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 439/238767

SEARCH DATE	TIME	EDITION NO	DATE
8/12/2020	11:43 AM	8	14/2/2019

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

LAND

LOT 439 IN DEPOSITED PLAN 238767
AT SOUTH CAMDEN
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF CAMDEN COUNTY OF CAMDEN
TITLE DIAGRAM DP238767

FIRST SCHEDULE

CAMERON THOMAS MALCHER
SARAH ELIZABETH MALCHER
AS JOINT TENANTS (T AG701996)

SECOND SCHEDULE (10 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- H245470 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- H245470 COVENANT
- DP236692 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP238767 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP238767 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- L829873 COVENANT
- AG701997 MORTGAGE TO TEACHERS MUTUAL BANK LIMITED
- DP1234877 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1234877
- DP1234877 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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



M.P.D.

WARNING: Plan Drawing only to appear in this space

WARNING: Plan Drawing only to appear in this space.

* Easement to Drain Water Street wide (2)
 Part 1 D. 2. 2.3.1755

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

Scale: 60 Feet to an inch

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.

30th March, 1983

* OFFICE USE ONLY.

<p>DP 238767</p> <p>Registered: 68-20-1-1076</p> <p>C.A. No 69/34 of 26.11.1968</p> <p>Title System: Torrens</p> <p>Purpose: Subdivision</p> <p>Ref. Map: Parish</p> <p>Last Plan: DP 230765 (DP 221759)</p>		<p>DP 238767</p> <p>Scale: 60 Feet to an inch</p> <p>PLAN OF Subdivision of the residue of Part 1 of DP 230765</p>		<p>Min. / Subj: Camden</p> <p>Locality: South Camden</p> <p>Parish: Camden</p> <p>County: Camden</p> <p>This is sheet 1 of my plan in 2 sheets</p> <p>Dated: 11/12/82</p> <p>1. Robert Arthur Chase</p> <p>of 60 Third Avenue, Willeghook, Camden, New South Wales, 2577, is the owner of the land shown in this plan and he has made this plan in accordance with the provisions of the Land Act 1933 and the regulations made thereunder.</p> <p>Signature: R.A. Chase</p> <p>Witness: R.D. Davies</p>	
<p>It is intended to dedicate Barallier Drive, Bourke Place, Flinders Avenue & Wetherby Drive to the public as Public Roads to Section 888 of the Conveyancing Act 1919. It is intended to create easements to drain water</p>		<p>It is intended to dedicate Barallier Drive, Bourke Place, Flinders Avenue & Wetherby Drive to the public as Public Roads to Section 888 of the Conveyancing Act 1919. It is intended to create easements to drain water</p>		<p>It is intended to dedicate Barallier Drive, Bourke Place, Flinders Avenue & Wetherby Drive to the public as Public Roads to Section 888 of the Conveyancing Act 1919. It is intended to create easements to drain water</p>	
<p>Supervisor's Reference: 306 57553-4</p>		<p>Supervisor's Reference: 306 57553-4</p>		<p>Supervisor's Reference: 306 57553-4</p>	

1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

Y O I G A A A

REGISTRAR GENERAL'S DEPARTMENT
 CONVERSION TABLE ADDED IN
 PLAN IN REGISTRAR GENERAL'S OFFICE

DP 238767	SH	1/2 CONT.	FEEET INCHES	METRES
1	10	3/4	0.175	
2	10	3/4	0.511	
3	10	3/4	0.847	
4	10	3/4	1.183	
5	10	3/4	1.519	
6	10	3/4	1.855	
7	10	3/4	2.191	
8	10	3/4	2.527	
9	10	3/4	2.863	
10	10	3/4	3.199	
11	10	3/4	3.535	
12	10	3/4	3.871	
13	10	3/4	4.207	
14	10	3/4	4.543	
15	10	3/4	4.879	
16	10	3/4	5.215	
17	10	3/4	5.551	
18	10	3/4	5.887	
19	10	3/4	6.223	
20	10	3/4	6.559	
21	10	3/4	6.895	
22	10	3/4	7.231	
23	10	3/4	7.567	
24	10	3/4	7.903	
25	10	3/4	8.239	
26	10	3/4	8.575	
27	10	3/4	8.911	
28	10	3/4	9.247	
29	10	3/4	9.583	
30	10	3/4	9.919	
31	10	3/4	10.255	
32	10	3/4	10.591	
33	10	3/4	10.927	
34	10	3/4	11.263	
35	10	3/4	11.599	
36	10	3/4	11.935	
37	10	3/4	12.271	
38	10	3/4	12.607	
39	10	3/4	12.943	
40	10	3/4	13.279	
41	10	3/4	13.615	
42	10	3/4	13.951	
43	10	3/4	14.287	
44	10	3/4	14.623	
45	10	3/4	14.959	

REGISTRAR GENERAL'S DEPARTMENT
 CONVERSION TABLE ADDED IN
 PLAN IN REGISTRAR GENERAL'S OFFICE

DP 238767	SH	1/2 CONT.	FEEET INCHES	METRES
46	10	3/4	15.295	
47	10	3/4	15.631	
48	10	3/4	15.967	
49	10	3/4	16.303	
50	10	3/4	16.639	
51	10	3/4	16.975	
52	10	3/4	17.311	
53	10	3/4	17.647	
54	10	3/4	17.983	
55	10	3/4	18.319	
56	10	3/4	18.655	
57	10	3/4	18.991	
58	10	3/4	19.327	
59	10	3/4	19.663	
60	10	3/4	20.000	
61	10	3/4	20.336	
62	10	3/4	20.672	
63	10	3/4	21.008	
64	10	3/4	21.344	
65	10	3/4	21.680	
66	10	3/4	22.016	
67	10	3/4	22.352	
68	10	3/4	22.688	
69	10	3/4	23.024	
70	10	3/4	23.360	
71	10	3/4	23.696	
72	10	3/4	24.032	
73	10	3/4	24.368	
74	10	3/4	24.704	
75	10	3/4	25.040	
76	10	3/4	25.376	
77	10	3/4	25.712	
78	10	3/4	26.048	
79	10	3/4	26.384	
80	10	3/4	26.720	
81	10	3/4	27.056	
82	10	3/4	27.392	
83	10	3/4	27.728	
84	10	3/4	28.064	
85	10	3/4	28.400	
86	10	3/4	28.736	
87	10	3/4	29.072	
88	10	3/4	29.408	
89	10	3/4	29.744	
90	10	3/4	30.080	
91	10	3/4	30.416	
92	10	3/4	30.752	
93	10	3/4	31.088	
94	10	3/4	31.424	
95	10	3/4	31.760	
96	10	3/4	32.096	
97	10	3/4	32.432	
98	10	3/4	32.768	
99	10	3/4	33.104	
100	10	3/4	33.440	

REGISTRAR GENERAL'S DEPARTMENT
 CONVERSION TABLE ADDED IN
 PLAN IN REGISTRAR GENERAL'S OFFICE

DP 238767	SH	1/2 CONT.	FEEET INCHES	METRES
101	10	3/4	33.776	
102	10	3/4	34.112	
103	10	3/4	34.448	
104	10	3/4	34.784	
105	10	3/4	35.120	
106	10	3/4	35.456	
107	10	3/4	35.792	
108	10	3/4	36.128	
109	10	3/4	36.464	
110	10	3/4	36.800	
111	10	3/4	37.136	
112	10	3/4	37.472	
113	10	3/4	37.808	
114	10	3/4	38.144	
115	10	3/4	38.480	
116	10	3/4	38.816	
117	10	3/4	39.152	
118	10	3/4	39.488	
119	10	3/4	39.824	
120	10	3/4	40.160	
121	10	3/4	40.496	
122	10	3/4	40.832	
123	10	3/4	41.168	
124	10	3/4	41.504	
125	10	3/4	41.840	
126	10	3/4	42.176	
127	10	3/4	42.512	
128	10	3/4	42.848	
129	10	3/4	43.184	
130	10	3/4	43.520	
131	10	3/4	43.856	
132	10	3/4	44.192	
133	10	3/4	44.528	
134	10	3/4	44.864	
135	10	3/4	45.200	
136	10	3/4	45.536	
137	10	3/4	45.872	
138	10	3/4	46.208	
139	10	3/4	46.544	
140	10	3/4	46.880	
141	10	3/4	47.216	
142	10	3/4	47.552	
143	10	3/4	47.888	
144	10	3/4	48.224	
145	10	3/4	48.560	
146	10	3/4	48.896	
147	10	3/4	49.232	
148	10	3/4	49.568	
149	10	3/4	49.904	
150	10	3/4	50.240	

REGISTRAR GENERAL'S DEPARTMENT
 CONVERSION TABLE ADDED IN
 PLAN IN REGISTRAR GENERAL'S OFFICE

DP 238767	SH	1/2 CONT.	AC RD P	SO P
151	10	3/4	50.576	
152	10	3/4	50.912	
153	10	3/4	51.248	
154	10	3/4	51.584	
155	10	3/4	51.920	
156	10	3/4	52.256	
157	10	3/4	52.592	
158	10	3/4	52.928	
159	10	3/4	53.264	
160	10	3/4	53.600	
161	10	3/4	53.936	
162	10	3/4	54.272	
163	10	3/4	54.608	
164	10	3/4	54.944	
165	10	3/4	55.280	
166	10	3/4	55.616	
167	10	3/4	55.952	
168	10	3/4	56.288	
169	10	3/4	56.624	
170	10	3/4	56.960	
171	10	3/4	57.296	
172	10	3/4	57.632	
173	10	3/4	57.968	
174	10	3/4	58.304	
175	10	3/4	58.640	
176	10	3/4	58.976	
177	10	3/4	59.312	
178	10	3/4	59.648	
179	10	3/4	59.984	
180	10	3/4	60.320	
181	10	3/4	60.656	
182	10	3/4	60.992	
183	10	3/4	61.328	
184	10	3/4	61.664	
185	10	3/4	62.000	
186	10	3/4	62.336	
187	10	3/4	62.672	
188	10	3/4	63.008	
189	10	3/4	63.344	
190	10	3/4	63.680	

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

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45
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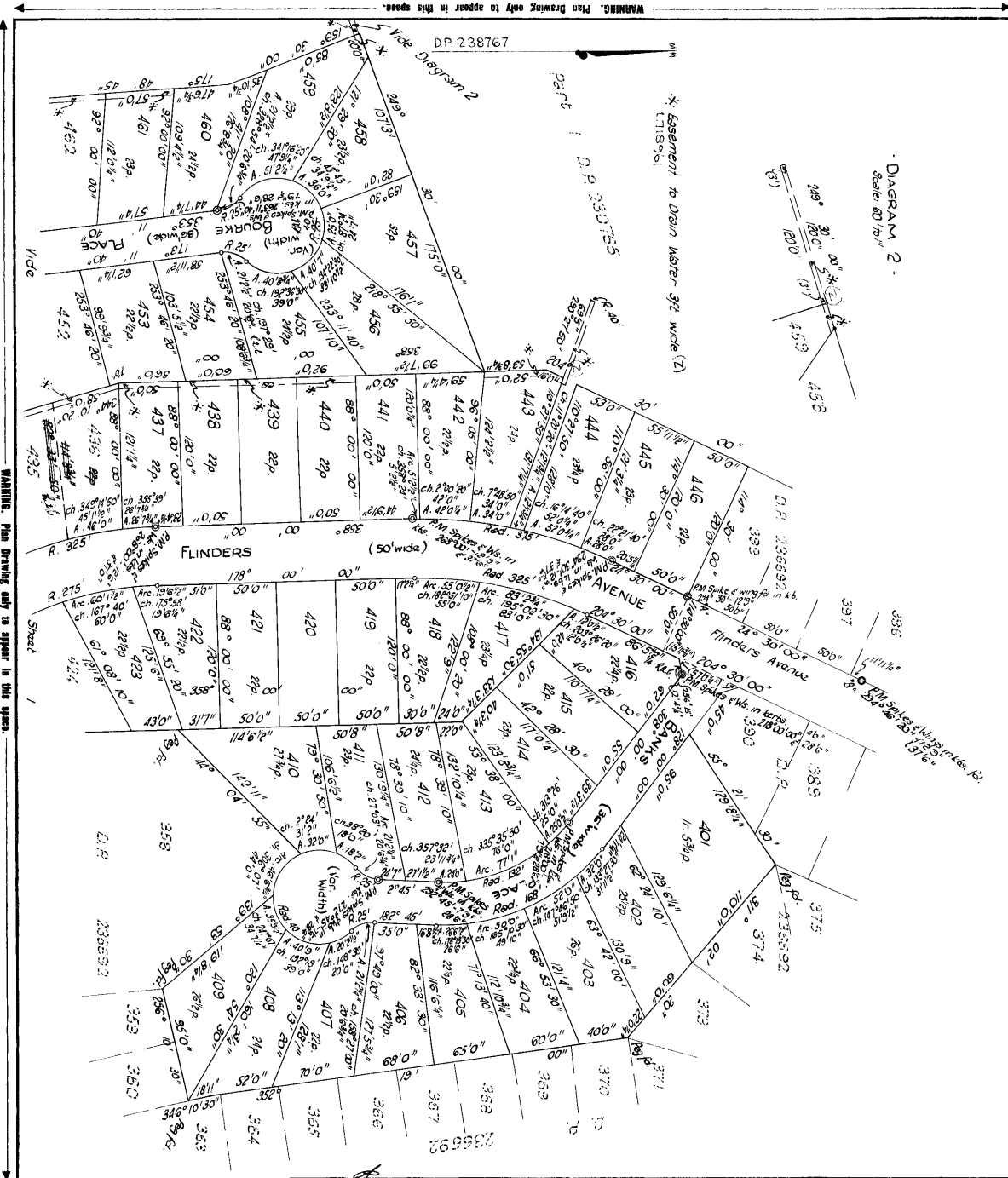
I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.

30th March, 1983



Form No. 4 - To be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



WARNING: Plan Drawing only to appear in this space.

Scale: 80/160 to an inch
 308 Stage 4

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

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is in my custody this day.
 30th March, 1983

D.P. 238767
 Registered 15.7.1993
 This is Sheet 2 of my plan in 2
 Sheets dated 29th August, 1983
 Survey registered under Surveyors Act 1926, as amended.

This is Sheet 2 of the plan of 2
 Sheets covered by my Certificate No. 69734 of 26.11.1969
 Council Clerk

Directors
 Secretary

3

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
51 2	6.000
51 7 1/4	6.053
51 11 1/2	6.106
52 0 5/4	6.159
52 4 1/4	6.212
52 8 1/4	6.265
52 12 1/4	6.318
53 0	6.371
53 4 1/4	6.424
53 8 1/4	6.477
53 12 1/4	6.530
54 0	6.583
54 4 1/4	6.636
54 8 1/4	6.689
54 12 1/4	6.742
55 0	6.795
55 4 1/4	6.848
55 8 1/4	6.901
55 12 1/4	6.954
56 0	7.007
56 4 1/4	7.060
56 8 1/4	7.113
56 12 1/4	7.166
57 0	7.219
57 4 1/4	7.272
57 8 1/4	7.325
57 12 1/4	7.378
58 0	7.431
58 4 1/4	7.484
58 8 1/4	7.537
58 12 1/4	7.590
59 0	7.643
59 4 1/4	7.696
59 8 1/4	7.749
59 12 1/4	7.802
60 0	7.855
60 4 1/4	7.908
60 8 1/4	7.961
60 12 1/4	8.014
61 0	8.067
61 4 1/4	8.120
61 8 1/4	8.173
61 12 1/4	8.226
62 0	8.279
62 4 1/4	8.332
62 8 1/4	8.385
62 12 1/4	8.438
63 0	8.491
63 4 1/4	8.544
63 8 1/4	8.597
63 12 1/4	8.650
64 0	8.703
64 4 1/4	8.756
64 8 1/4	8.809
64 12 1/4	8.862
65 0	8.915
65 4 1/4	8.968
65 8 1/4	9.021
65 12 1/4	9.074
66 0	9.127
66 4 1/4	9.180
66 8 1/4	9.233
66 12 1/4	9.286
67 0	9.339
67 4 1/4	9.392
67 8 1/4	9.445
67 12 1/4	9.498
68 0	9.551
68 4 1/4	9.604
68 8 1/4	9.657
68 12 1/4	9.710
69 0	9.763
69 4 1/4	9.816
69 8 1/4	9.869
69 12 1/4	9.922
70 0	9.975
70 4 1/4	10.028
70 8 1/4	10.081
70 12 1/4	10.134
71 0	10.187
71 4 1/4	10.240
71 8 1/4	10.293
71 12 1/4	10.346
72 0	10.399
72 4 1/4	10.452
72 8 1/4	10.505
72 12 1/4	10.558
73 0	10.611
73 4 1/4	10.664
73 8 1/4	10.717
73 12 1/4	10.770
74 0	10.823
74 4 1/4	10.876
74 8 1/4	10.929
74 12 1/4	10.982
75 0	11.035
75 4 1/4	11.088
75 8 1/4	11.141
75 12 1/4	11.194
76 0	11.247
76 4 1/4	11.300
76 8 1/4	11.353
76 12 1/4	11.406
77 0	11.459
77 4 1/4	11.512
77 8 1/4	11.565
77 12 1/4	11.618
78 0	11.671
78 4 1/4	11.724
78 8 1/4	11.777
78 12 1/4	11.830
79 0	11.883
79 4 1/4	11.936
79 8 1/4	11.989
79 12 1/4	12.042
80 0	12.095
80 4 1/4	12.148
80 8 1/4	12.201
80 12 1/4	12.254
81 0	12.307
81 4 1/4	12.360
81 8 1/4	12.413
81 12 1/4	12.466
82 0	12.519
82 4 1/4	12.572
82 8 1/4	12.625
82 12 1/4	12.678
83 0	12.731
83 4 1/4	12.784
83 8 1/4	12.837
83 12 1/4	12.890
84 0	12.943
84 4 1/4	12.996
84 8 1/4	13.049
84 12 1/4	13.102
85 0	13.155
85 4 1/4	13.208
85 8 1/4	13.261
85 12 1/4	13.314
86 0	13.367
86 4 1/4	13.420
86 8 1/4	13.473
86 12 1/4	13.526
87 0	13.579
87 4 1/4	13.632
87 8 1/4	13.685
87 12 1/4	13.738
88 0	13.791
88 4 1/4	13.844
88 8 1/4	13.897
88 12 1/4	13.950
89 0	14.003
89 4 1/4	14.056
89 8 1/4	14.109
89 12 1/4	14.162
90 0	14.215
90 4 1/4	14.268
90 8 1/4	14.321
90 12 1/4	14.374
91 0	14.427
91 4 1/4	14.480
91 8 1/4	14.533
91 12 1/4	14.586
92 0	14.639
92 4 1/4	14.692
92 8 1/4	14.745
92 12 1/4	14.798
93 0	14.851
93 4 1/4	14.904
93 8 1/4	14.957
93 12 1/4	15.010
94 0	15.063
94 4 1/4	15.116
94 8 1/4	15.169
94 12 1/4	15.222
95 0	15.275
95 4 1/4	15.328
95 8 1/4	15.381
95 12 1/4	15.434

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
68 7 1/2	30.366
69 9 3/4	30.423
103 5 1/2	31.534
106 6 1/2	32.174
107 3	32.690
107 10 3/4	33.206
108 4 1/2	33.722
109 6 1/2	34.238
110 7 1/4	34.754
112 10 3/4	35.403
114 6 1/2	36.052
116 6 1/4	36.601
117 8 1/4	37.150
118 1/4	37.699
120 0 1/4	38.248
120 1 1/4	38.797
121 3 1/4	39.346
121 4	39.895
121 8	40.444
121 11 1/2	40.993
122 2 1/2	41.542
122 5 1/2	42.091
122 8 1/2	42.640
122 11 1/2	43.189
123 1 1/4	43.738
123 4 1/4	44.287
123 7 1/4	44.836
123 10 1/4	45.385
124 2 3/4	45.934
124 5 3/4	46.483
124 8 3/4	47.032
124 11 3/4	47.581
125 1 1/2	48.130
125 4 1/2	48.679
125 7 1/2	49.228
125 10 1/2	49.777
126 2 1/2	50.326
126 5 1/2	50.875
126 8 1/2	51.424
126 11 1/2	51.973
127 1 1/2	52.522
127 4 1/2	53.071
127 7 1/2	53.620
127 10 1/2	54.169
128 2 1/2	54.718
128 5 1/2	55.267
128 8 1/2	55.816
128 11 1/2	56.365
129 1 1/2	56.914
129 4 1/2	57.463
129 7 1/2	58.012
129 10 1/2	58.561
130 2 1/2	59.110
130 5 1/2	59.659
130 8 1/2	60.208
130 11 1/2	60.757
131 1 1/2	61.306
131 4 1/2	61.855
131 7 1/2	62.404
131 10 1/2	62.953
132 2 1/2	63.502
132 5 1/2	64.051
132 8 1/2	64.600
132 11 1/2	65.149
133 1 1/2	65.698
133 4 1/2	66.247
133 7 1/2	66.796
133 10 1/2	67.345
134 2 1/2	67.894
134 5 1/2	68.443
134 8 1/2	68.992
134 11 1/2	69.541
135 1 1/2	70.090
135 4 1/2	70.639
135 7 1/2	71.188
135 10 1/2	71.737
136 2 1/2	72.286
136 5 1/2	72.835
136 8 1/2	73.384
136 11 1/2	73.933
137 1 1/2	74.482
137 4 1/2	75.031
137 7 1/2	75.580
137 10 1/2	76.129
138 2 1/2	76.678
138 5 1/2	77.227
138 8 1/2	77.776
138 11 1/2	78.325
139 1 1/2	78.874
139 4 1/2	79.423
139 7 1/2	79.972
139 10 1/2	80.521
140 2 1/2	81.070
140 5 1/2	81.619
140 8 1/2	82.168
140 11 1/2	82.717
141 1 1/2	83.266
141 4 1/2	83.815
141 7 1/2	84.364
141 10 1/2	84.913
142 2 1/2	85.462
142 5 1/2	86.011
142 8 1/2	86.560
142 11 1/2	87.109
143 1 1/2	87.658
143 4 1/2	88.207
143 7 1/2	88.756
143 10 1/2	89.305
144 2 1/2	89.854
144 5 1/2	90.403
144 8 1/2	90.952
144 11 1/2	91.501
145 1 1/2	92.050
145 4 1/2	92.599
145 7 1/2	93.148
145 10 1/2	93.697
146 2 1/2	94.246
146 5 1/2	94.795
146 8 1/2	95.344
146 11 1/2	95.893
147 1 1/2	96.442
147 4 1/2	96.991
147 7 1/2	97.540
147 10 1/2	98.089
148 2 1/2	98.638
148 5 1/2	99.187
148 8 1/2	99.736
148 11 1/2	100.285
149 1 1/2	100.834
149 4 1/2	101.383
149 7 1/2	101.932
149 10 1/2	102.481
150 2 1/2	103.030
150 5 1/2	103.579
150 8 1/2	104.128
150 11 1/2	104.677
151 1 1/2	105.226
151 4 1/2	105.775
151 7 1/2	106.324
151 10 1/2	106.873
152 2 1/2	107.422
152 5 1/2	107.971
152 8 1/2	108.520
152 11 1/2	109.069
153 1 1/2	109.618
153 4 1/2	110.167
153 7 1/2	110.716
153 10 1/2	111.265
154 2 1/2	111.814
154 5 1/2	112.363
154 8 1/2	112.912
154 11 1/2	113.461
155 1 1/2	114.010
155 4 1/2	114.559
155 7 1/2	115.108
155 10 1/2	115.657
156 2 1/2	116.206
156 5 1/2	116.755
156 8 1/2	117.304
156 11 1/2	117.853
157 1 1/2	118.402
157 4 1/2	118.951
157 7 1/2	119.500
157 10 1/2	120.049
158 2 1/2	120.598
158 5 1/2	121.147
158 8 1/2	121.696
158 11 1/2	122.245
159 1 1/2	122.794
159 4 1/2	123.343
159 7 1/2	123.892
159 10 1/2	124.441
160 2 1/2	124.990
160 5 1/2	125.539
160 8 1/2	126.088
160 11 1/2	126.637
161 1 1/2	127.186
161 4 1/2	127.735
161 7 1/2	128.284
161 10 1/2	128.833
162 2 1/2	129.382
162 5 1/2	129.931
162 8 1/2	130.480
162 11 1/2	131.029
163 1 1/2	131.578
163 4 1/2	132.127
163 7 1/2	132.676
163 10 1/2	133.225
164 2 1/2	133.774
164 5 1/2	134.323
164 8 1/2	134.872
164 11 1/2	135.421
165 1 1/2	135.970
165 4 1/2	136.519
165 7 1/2	137.068
165 10 1/2	137.617
166 2 1/2	138.166
166 5 1/2	138.715
166 8 1/2	139.264
166 11 1/2	139.813
167 1 1/2	140.362
167 4 1/2	140.911
167 7 1/2	141.460
167 10 1/2	142.009
168 2 1/2	142.558
168 5 1/2	143.107
168 8 1/2	143.656
168 11 1/2	144.205
169 1 1/2	144.754
169 4 1/2	145.303
169 7 1/2	145.852
169 10 1/2	146.401
170 2 1/2	146.950
170 5 1/2	147.499
170 8 1/2	148.048
170 11 1/2	148.597
171 1 1/2	149.146
171 4 1/2	149.695
171 7 1/2	150.244
171 10 1/2	150.793
172 2 1/2	151.342
172 5 1/2	151.891
172 8 1/2	152.440
172 11 1/2	152.989
173 1 1/2	153.538
173 4 1/2	154.087
173 7 1/2	154.636
173 10 1/2	155.185
174 2 1/2</	



CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE
 JUL 1 11 35 1959 R.P. 13A. No. **H 245470** RE-REGISTERED 1959
 26 NOV 1959

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)



Judgment
 Endorsement
 Certificate

(Trusts must not be disclosed in the transfer.)
 Copying or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

CAMDEN PARK ESTATE PTY. LIMITED

6/11/59
 If a lease estate strikes out "in fee simple" and infers the required alteration.

(herein called transferor)
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **FORTY NINE THOUSAND THREE HUNDRED AND FIFTY POUNDS** (£ 49,350.) (the receipt whereof is hereby acknowledged) paid to it by

JOHN JOSEPH SHEEHAN do hereby transfer to

JOHN JOSEPH SHEEHAN of Home Highway, Camden, Farmer
 (herein called transferee)

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:-

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred and being Lot xxx, D.P. " " or " being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol.

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol	Fol	
CAMDEN	CAMDEN	PART	7002	221	Being Lot 1 on plan annexed hereto and marked A and Lot 6 on Plan annexed hereto and marked to Transfer No. H144-041

And the transferee covenant(s) with the transferor EXCEPTING AND RESERVING to the Transferor and its successors in title mines veins seams and beds of coal and other minerals lying and being under the land hereby transferred, together with full and free right and liberty to the Transferor and its successors in title as appurtenant to the coal and other minerals in and under the residue of the land comprised in Certificate of Title Volume:7002 Folio:321, without entering upon the surface of the land hereby transferred to pass and repass and search for win carry away and convey the coal and other minerals hereby reserved and the minerals in and under the said residue of land and to drive adits lay pipes construct railways and make aqueducts and water courses use any necessary machinery and carry on any other necessary mining operations in and through the said land hereby transferred nevertheless making reasonable compensation for any damage or subsidence which may be occasioned to the surface of the said land or to any part thereof or to any place thereon by reason of the exercise of all or any of the powers hereinbefore reserved.

suitably altered,
(1) If the covenants are to be varied or any essential part thereof to be made or altered,
(2) If the covenants are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

AND the Transferee covenants with the Transferor that no fence shall be erected on the property hereby transferred to divide it from the adjoining land of the Transferor without the consent of the Transferor its successors and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND It is hereby agreed:-

- a) The land which is subject to the burden of this covenant and restriction is the land hereby transferred.
 - b) The land to which the benefit of this covenant is appurtenant is the residue of the land in the said Deposited Plan Certificate of Title.
- This covenant may be released varied or modified by the Transferor its successors and assigns.

ENCUMBRANCES, &c, REFERRED TO.

- Encumbrance for Transmission line created by Transfer C.167958
- Encumbrance for access created by Resumption No. D.605563
- Encumbrance for electricity created by Resumption F.174253

* A very short note will suffice.
K 1165-2 2, 3076-2

Municipality of Camden
 Shire of

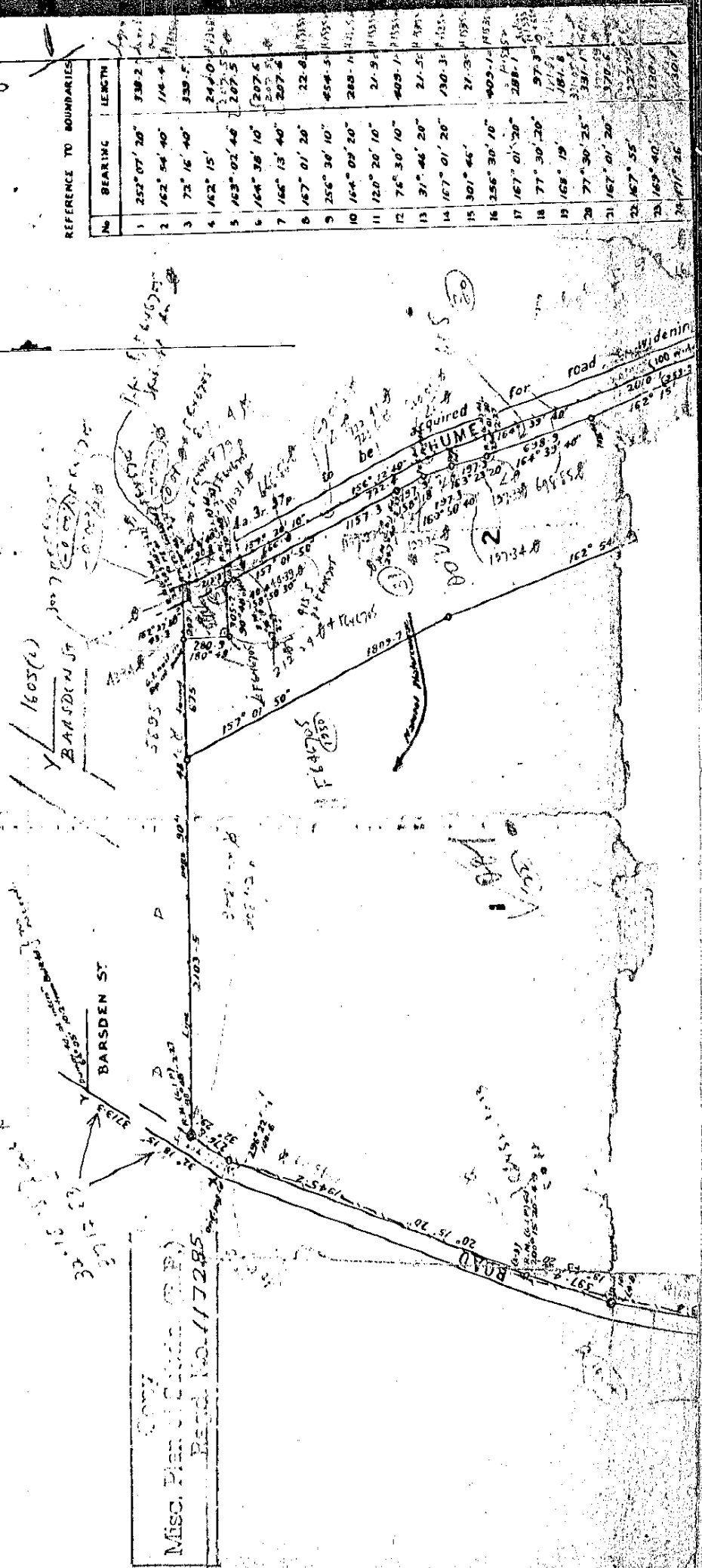
PLAN

of subdivision of part of land in C.T. No. 7002 For 221

H 245470

PARISH OF CAMDEN COUNTY OF CAMDEN

Scale 6 Chains to an inch



REFERENCE TO BOUNDARIES

No	BEARING	LENGTH
1	252° 07' 20"	338.2
2	162° 54' 40"	14.4
3	72° 16' 40"	339.5
4	162° 15'	24.0
5	163° 02' 40"	207.5
6	164° 38' 10"	207.5
7	165° 13' 40"	207.5
8	167° 01' 20"	22.0
9	256° 36' 10"	454.5
10	164° 03' 20"	288.5
11	120° 20' 10"	21.9
12	76° 30' 10"	403.1
13	31° 46' 20"	21.5
14	167° 01' 20"	130.3
15	301° 46'	21.3
16	256° 36' 10"	403.1
17	167° 01' 20"	288.1
18	77° 30' 20"	37.9
19	168° 19'	181.8
20	77° 30' 25"	331.1
21	167° 01' 20"	277.5
22	167° 55'	227.7
23	169° 40'	130.0
24	171° 26'	301.7

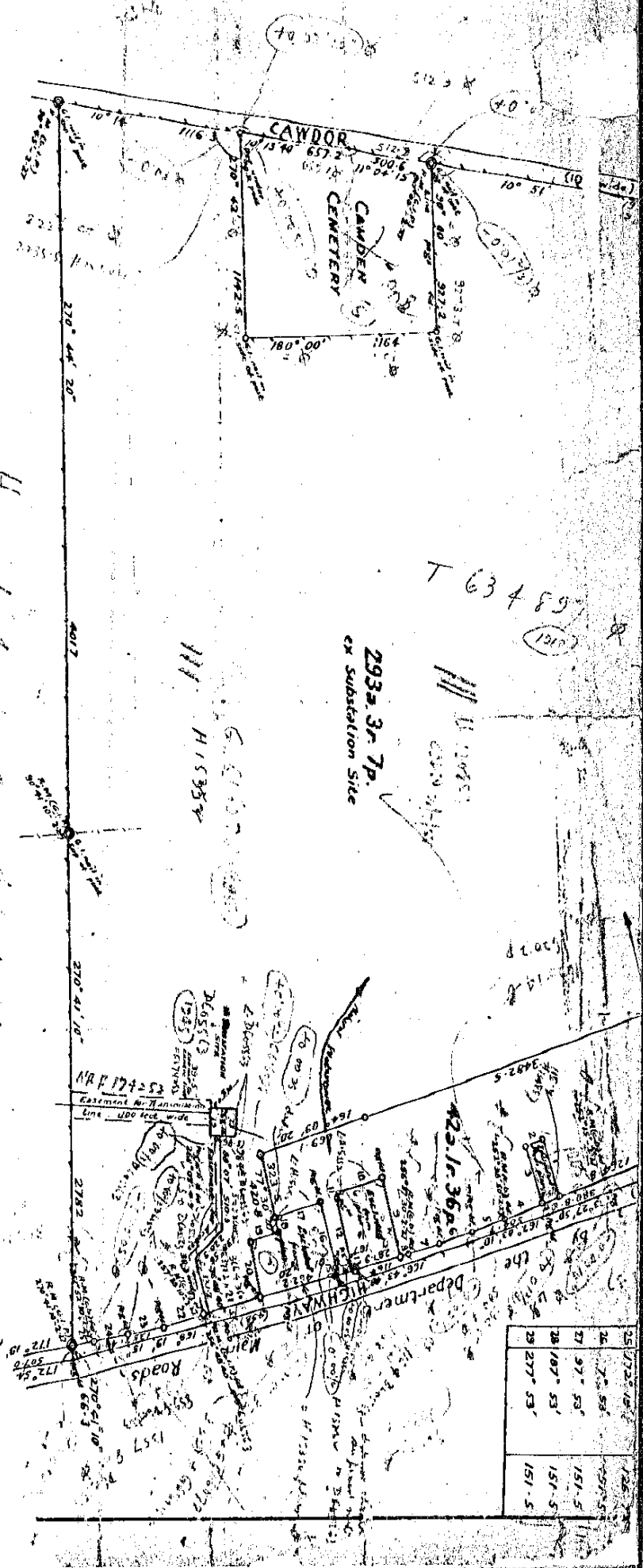
Misc. Plan of Camden (C.T.)
 Prod. No. 17285

Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act 1919.

Subdivision No. _____

Council Clerk _____

Deputy Clerk _____



1. Concrete Jones Cycle
 at Sydney
 a surveyor registered and
 represented in the
 papers

If the Transferor or transferee signs by a power of attorney, the instrument must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 103 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace or Commissioner for taking affidavits for New South Wales, or Mayor or Officer of any Municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Sydney the common Seal of CAMDEN PARK ESTATE PTY. LIMITED was hereunto affixed by WHO IS PERSONALLY KNOWN TO ME the authority of a resolution of the Board of Directors in the presence of two Directors whose signatures appear opposite hereto and in the presence of:

J. Habir
Secretary.

23rd day of April 1929.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

J. J. Sheehan
Transferee(s).

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME
J. H. Spence,
Solicitor,
Perth.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19____
Signed in the presence of- _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at _____ the _____ day of _____, one thousand _____ and declared that he personally knew and declared that he personally knew signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non revocation on back of form signed by the attorney before a witness.

† N.B. - Section 117 requires that the above Certificate be signed by both Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of \$50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be crossed through with red pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

MI 245470

LODGED BY *Rutken & Pluck*
14 Spring St, Sydney
604331

FEEES.

The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than two folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the ongoing area exceeds 15 folios an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing:
 1 *Plan*
 2 *CV*
 3 _____ } Received Docs.
 4 _____ } Nos.
 5 _____ }
 6 _____ } Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE:
 (N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

_____ who is personally known to me. _____ Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Exacting coal etc</i> <i>to be done</i>
Checked by <i>GEB</i> <i>WJG</i>	Particulars entered in Register Book, Volume <i>7002</i> Folio <i>221</i>
Passed (in S.D.B.) by <i>H.C.</i>	the <i>17th</i> day of <i>December</i> 19 <i>57</i> at
Signed by <i>[Signature]</i>	<i>15</i> minutes past <i>9</i> o'clock in the <i>PM</i> noon. <i>[Signature]</i> Registrar-General

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	<i>4/4</i>
Draft examined	<i>[Signature]</i>	<i>5/4/57</i>
Diagram prepared	<i>[Signature]</i>	<i>7/12</i>
Diagram examined	<i>[Signature]</i>	<i>11/12</i>
Draft forwarded		
Supt. of Engrossors	<i>[Signature]</i>	<i>10/12/57</i>
Cancellation Clerk		

VOL. *8064* Fol. *207*

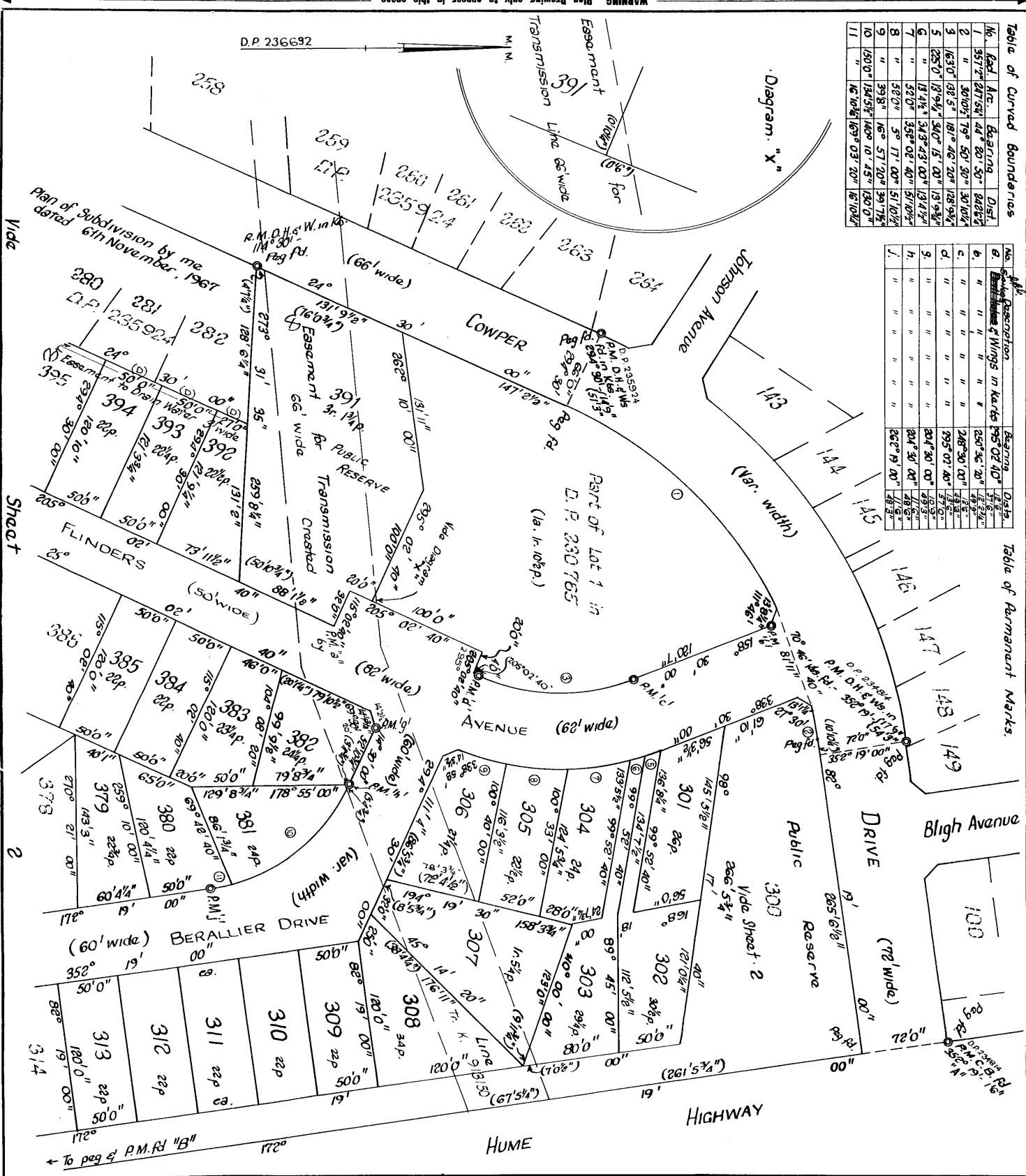
Plan Form 3 - TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

Table of Curved Boundaries

No.	Rad. Arc	Bearing	Dist.
1	357'2"	247°54'	44' 20" 30"
2	"	80° 30'	30' 10 1/4"
3	163'0"	182° 46' 20"	128' 9 3/4"
4	285'0"	131° 54'	340' 15' 00"
5	"	343° 43' 00"	13' 4 1/4"
6	"	358° 08' 40"	51' 0 1/4"
7	"	5° 17' 00"	51' 0 1/4"
8	"	160° 57' 20"	59' 7 1/4"
9	"	140° 10' 25"	130' 0"
10	"	163° 03' 20"	16' 10 1/4"
11	"	"	"

Table of Permanent Marks

No.	Station	Bearing	Dist.
a.	"	295° 02' 40"	57' 6"
b.	"	250° 36' 20"	17' 6"
c.	"	248° 30' 00"	17' 6"
d.	"	295° 02' 40"	57' 0"
e.	"	304° 30' 00"	49' 9"
f.	"	304° 30' 00"	49' 9"
g.	"	304° 30' 00"	49' 9"
h.	"	304° 30' 00"	49' 9"
i.	"	304° 30' 00"	49' 9"
j.	"	304° 30' 00"	49' 9"



M.P.O. WARNING: Plan Drawing only to appear in this space. SHEET 2

D. P. 236692

Registered: 1977/1978/1988/19

CA 6815 of 12-6-1968

Title System: Torrens

Purpose: Subdivision

Ref. Map: ~~D.P. 230765~~ & Ph. 220765#

Last Plan: D. P. 230765# 2/21/59

PLAN OF

Subdivision of part of Lot 1 in D.P. 230765 & Easements to Drain Water over part of Lot 1 in D.P. 230765

Scale: 60feet to an inch

Mun. Dist: Camden

Locality: South Camden

Parish: Camden

County: Camden

Robert Arthur Chase

of 60 Third Avenue, Wollagong by a surveyor, registered under the Surveyors Act, 1923, as amended, hereby certifies that the survey represented in this plan is accurate and has been made in accordance with the provisions of the said Act and the Surveyors Regulations, 1923, and was completed on 11th Nov. 1967.

Signature: *R.A. Chase*

Surveyor registered under Surveyors Act, 1923 as amended. Deput. Line of Authority, A-B

Statements of intention to dedicate public roads or public reserves, or create drainage reserves, easements, or restrictions as to user. (Signatures and Seals to appear in panel provided)

It is intended to dedicate Berallier Drive & Flinders Avenue as Public Roads, subject to Easement for Transmission Line created by T.E. K913150

It is intended to dedicate Sturt Place & Wills Place as public roads.

It is intended to dedicate lots 300, 308 & 391 as Public Reserves.

Pursuant to Section 88 of the Conveyancing Act 1919/1964, it is intended to create:

- Easement for Drainage.
- Easements to Drain Water.

* Lots 300 & 391 are subject to Easement for Transmission Line created by T.E. K913150

* INSTRUMENT FILED AS L 116981

SURVEYOR'S REFERENCE: 306-3.

D. P. 236692

Registered *68/15 of 12-6-1968*

Title System: *Torrens*

Proposed Subdivision

Ref. Map: *D.P. 230765* & Ph. *221759*

Left Plan *D.P. 230765*

PLAN OF

Subdivision of part of lot 1 in D.P. 230765 & easements to Drain Water over part of lot 1 in D.P. 230765

Scale: *60 feet to an inch*

Man. & Date: *Camden*

Locality: *South Camden*

Parish: *Camden*

County: *Camden*

Robert Arthur Chass

of 60 Third Avenue, Willoughby

I, a surveyor registered under the Surveyors Act, 1931, do hereby certify that the survey represented in this plan is accurate and has been made in accordance with the provisions of the Surveyors Act, 1931, and the regulations thereunder.

Signature: *R.A. Chass*

Surveyor registered under Surveyors Act, 1931, or amended, District of New South Wales, A.C.

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

(Signatures and Seals to appear in panel)

It is intended to dedicate Beaulieu Drive & Finlachs Avenue as Public Roads subject to Easement for Transmission Line created by Tr. K913150

It is intended to dedicate Short Place & Mills Place as public roads.

It is intended to dedicate Lots 300, 305 & 391 as Public Reserves.

Reservant to Section 88 of the Conveyancing Act 1919/1984, it is intended to create:

- 1. Easement for Drainage*
- 2. Easements to Drain Water*

** Lots 300 & 391 are subject to Easement for Transmission Line created by Tr. K913150*

** INSTRUMENT FILED AS L 116891*

SURVEYORS REFERENCE: 306-3

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

Director
Secretary

Walter H. ...

Robert Arthur Chass

Surveyor registered under Surveyors Act, 1931, or amended, District of New South Wales, A.C.

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

(Signatures and Seals to appear in panel)

I hereby certify that—

(a) the requirements of the local Government Act, 1919 (other than the requirement for the registration of plans), and

(b) the requirements of section 348 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, or amended, (Water, District Water, Sewerage, and Drainage Act, 1924), as amended, have been complied with by the applicant in relation to the proposed

subdivision.

(Insert "new road" or "subdivision") set out therein.

Subdivision No. 68/15

Date: 12-6-1968

(Signature) Finlachs

Council Clerk

"This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the area of operation of the Metropolitan Water Sewerage and Drainage Board and the Water District Water Board. Delete if applicable."

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 236692 SH 1/3

FEET INCHES	METRES
.. 6	0.152
.. 10 1/4	0.268
1 6	0.457
.. 1 5/4	0.914
3 11 3/4	0.953
.. 4	1.213
4 7 1/4	1.403
5 3 3/4	1.679
7 0 1/2	2.146
8 9 3/4	2.538
9 13 3/4	3.042
10 10 1/4	3.277
11 6	3.508
12 2 3/4	3.762
12 6 1/4	3.610
13 1 1/4	3.979
13 4 1/2	4.077
13 6 1/4	4.115
13 8 1/4	4.210
14 2 1/2	4.281
14 3 1/2	4.389
14 9	4.458
16 10 3/4	5.150
17 9	5.410
17 10 3/4	6.098
20 1 1/4	6.128
24 7 3/4	7.512
25 ..	7.620
28 ..	8.230
30 10 1/4	8.534
30 10 1/2	9.404
32 ..	9.411
37 6 1/4	11.430
38 1 1/4	11.679
39 7 1/2	12.076
40 1 ..	12.090
42 8 ..	12.217
46 4 ..	14.021
48 3 ..	14.707
48 4 ..	14.783
49 3 ..	15.011
49 6 ..	15.088
49 9 ..	15.164
50 ..	15.240
50 10 3/4	15.513
51 3 ..	15.621
51 10 1/2	15.612
52 ..	15.850
52 10 3/4	16.123
54 3 ..	16.533
56 ..	17.069
56 3 1/2	17.158
57 ..	17.374
60 ..	18.288
60 4 1/4	18.596
61 ..	18.593
61 10 ..	18.947
62 ..	18.998
65 ..	19.812
66 ..	20.117
67 5 1/4	20.553
72 ..	21.946
72 4 1/2	22.060
73 11 1/2	22.946
76 3 3/4	23.184
78 3 3/4	23.570
79 8 3/4	24.901
79 10 1/2	24.946
80 ..	24.984
81 11 ..	24.968
82 ..	24.994
86 1 3/4	26.257

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 236692 SH 1/3 CONTD

FEET INCHES	METRES
86 5 3/4	26.359
88 1 1/2	26.851
99 9 1/2	30.417
100 ..	30.480
111 4 ..	33.934
112 5 1/2	34.277
116 3 1/2	35.446
120 ..	36.576
120 4 1/4	36.684
120 7 ..	36.754
120 10 ..	36.830
121 0 1/4	36.687
121 3 3/4	36.976
121 9 1/4	37.116
123 ..	37.490
124 5 3/4	37.941
128 6 1/4	39.173
128 9 3/4	39.262
129 8 3/4	39.544
130 ..	39.624
130 2 ..	39.980
131 9 1/2	40.170
131 11 ..	40.208
132 5 1/2	40.361
133 5 1/2	40.678
134 7 1/2	41.034
134 8 1/4	41.662
136 8 1/4	44.336
145 5 1/2	44.665
147 2 1/2	44.869
150 ..	45.720
158 3 3/4	46.254
163 ..	49.682
176 11 ..	53.924
225 ..	68.580
242 6 1/4	73.920
247 5 1/4	75.419
259 8 1/4	79.153
261 5 3/4	79.699
265 6 1/2	80.937
266 5 3/4	81.223
357 2 ..	109.864

AC RD P SQ M

.. 22	556.4
.. 22 1/4	552.8
.. 22 1/2	559.1
.. 22 3/4	575.4
.. 23 1/4	588.1
.. 24 ..	607
.. 24 1/4	613.4
.. 26 ..	657.6
.. 27 1/4	689.2
.. 29 1/4	739.6
.. 30 1/2	771.4
.. 34 ..	860
.. 1 5 1/4	1144
.. 3 1 3/4	3079
1 1 10 1/2	5334

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 236692 SH 2/3

FEET INCHES	METRES
2 9	0.438
3 0	0.914
3 1 1/2	0.953
6 9	2.007
7 9	2.362
7 2 1/2	2.475
8 2	3.006
10 0	3.006
11 11 1/2	3.459
12 0	3.658
12 9	3.886
13 0	3.994
13 9	4.194
15 0	4.267
20 6 3/4	6.458
21 2 1/4	6.458
23 0	7.468
24 0	7.468
25 0	7.468
26 9 1/2	8.166
27 0	8.230
27 6 1/2	8.995
29 0	8.483
29 6	8.992
29 11 1/2	9.431
30 10 1/2	9.431
30 10 1/2	9.431
30 10 1/2	9.431
35 0	10.668
35 6	10.975
36 2 3/4	11.043
37 6	11.493
37 0	11.493
40 0	13.716
48 0	13.716
47 9 1/2	14.567
50 0	15.240
50 7 1/4	15.424
50 10	15.424
50 10	15.424
55 0	15.764
55 6	17.459
57 11 1/4	17.459
59 7	18.161
60 10	18.288
64 0	19.507
64 6	19.964
65 6	20.980
66 10	21.768
71 5	21.768
71 6	21.768
71 9	25.190
76 1	24.359
79 11 1/2	25.499
82 0 1/4	25.900
82 7 3/4	25.995
82 0 1/4	25.995
98 0 1/2	28.582
102 10 3/4	31.365
106 3	32.305
110 0	33.428
112 6 1/2	34.403
112 9	34.403
114 0 3/4	35.350
115 11 3/4	35.350
120 0 3/4	36.876
120 4 1/2	36.876
120 8 1/2	36.876
120 9	36.876
128 5	42.316
138 10 1/2	42.316
140 1	42.697
142 3 1/2	44.565
148 5 3/4	48.127
156 2	51.814
157 2	51.814

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 236692 SH 2/3 CONTD

FEET INCHES	METRES
140 0	44.960
150 0	45.703
AC RD P	SO M
2 10	255.9
2 2 1/2	582.1
2 5 1/2	592.1
2 8 1/4	581.7
2 23 1/4	588.1
2 24 1/4	613.4
2 10	634.7

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 236692 SH 3/3

FEET INCHES	METRES
1 5 3/4	0.491
1 9	0.487
2 0	0.610
3 0 3/4	0.953
5 0 3/4	1.584
5 9 5/8	1.768
6 0	1.829
6 9 3/4	2.057
7 9	2.362
9 7 1/4	2.743
10 0	3.006
11 0	3.006
11 9	3.581
12 0	3.658
12 3	3.734
12 5	3.806
12 9 3/4	4.032
13 2 3/4	4.775
15 6 3/4	4.877
16 0 1/4	5.486
16 6	5.486
18 0	6.100
20 1 3/4	6.274
20 2 1/2	6.274
20 7	6.274
20 8 1/2	6.429
21 5 1/2	6.429
21 3 1/4	6.483
23 10	7.284
23 10	7.284
25 1 3/4	7.650
25 2	7.650
26 5 3/4	8.071
27 5 3/4	8.387
28 0	8.534
28 4 1/4	8.682
28 12 1/2	8.587
31 5 1/4	9.151
32 0	9.754
32 10 1/2	10.650
34 10 1/2	10.973
36 0	11.430
37 6 3/4	11.430
39 7 1/4	11.582
40 0	12.071
42 0	12.802
42 0	12.802
44 0 1/2	13.411
44 10 1/4	13.411
44 11 3/4	13.672
44 11 3/4	13.672
46 2	13.710
46 3 1/4	14.103
47 5	14.453
48 0	14.630
49 0	14.926
50 3 1/2	15.189
51 1/2	15.245
52 7	16.107
52 9	16.478
54 3 3/4	16.453
54 4 3/4	16.580
54 6 1/2	16.634
58 4	17.678
60 4	17.780
60 4	18.288

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 236692 SH 3/3 CONTD

FEET INCHES	METRES
60 5	18.415
60 10 1/2	18.585
61 0	18.593
61 4	18.593
61 6	18.694
61 9	18.748
62 8 1/4	19.107
65 0 1/4	19.812
65 1 1/2	19.850
68 2 1/2	20.777
71 9 1/2	21.964
72 0	21.966
72 5 1/4	22.079
74 10 3/4	22.028
78 0	22.776
78 3 1/4	22.776
93 0	28.982
93 2 1/4	29.261
96 0	30.256
99 4 3/4	30.456
101 4 1/2	30.456
103 2 1/2	31.450
103 11 1/2	31.676
105 1 1/4	31.676
105 0 3/4	31.718
106 5	32.026
106 6	32.026
109 4 3/4	33.944
111 0 3/4	33.883
111 1 1/2	33.871
119 0 3/4	35.071
116 0	35.071
117 2 1/2	35.666
117 2 1/2	35.725
119 5 1/4	35.093
119 8 1/4	35.492
120 11	35.825
121 1 1/4	36.881
121 0 3/8	36.890
123 9 1/4	37.123
125 2 1/4	40.386
132 6 3/4	40.824
133 11 1/4	41.034
134 7 1/2	41.034
138 10 1/2	43.216
138 10 1/2	43.216
142 11	43.272
142 11	43.272
146 5 3/8	43.461
160 5 3/8	51.343
160 2 1/2	51.813
175 0	59.820
AC RD P	SO M
22 1/4	595.4
22 3/4	592.6
25 3/4	581.7
25 1/2	588.1
25 1/2	594.4
28 1/2	595.6
28 5/8	632.3
28 5/8	632.3
25 1/2	645.6
28 1/2	715.3
28 1/2	720.8
3 15 1/4	942.1

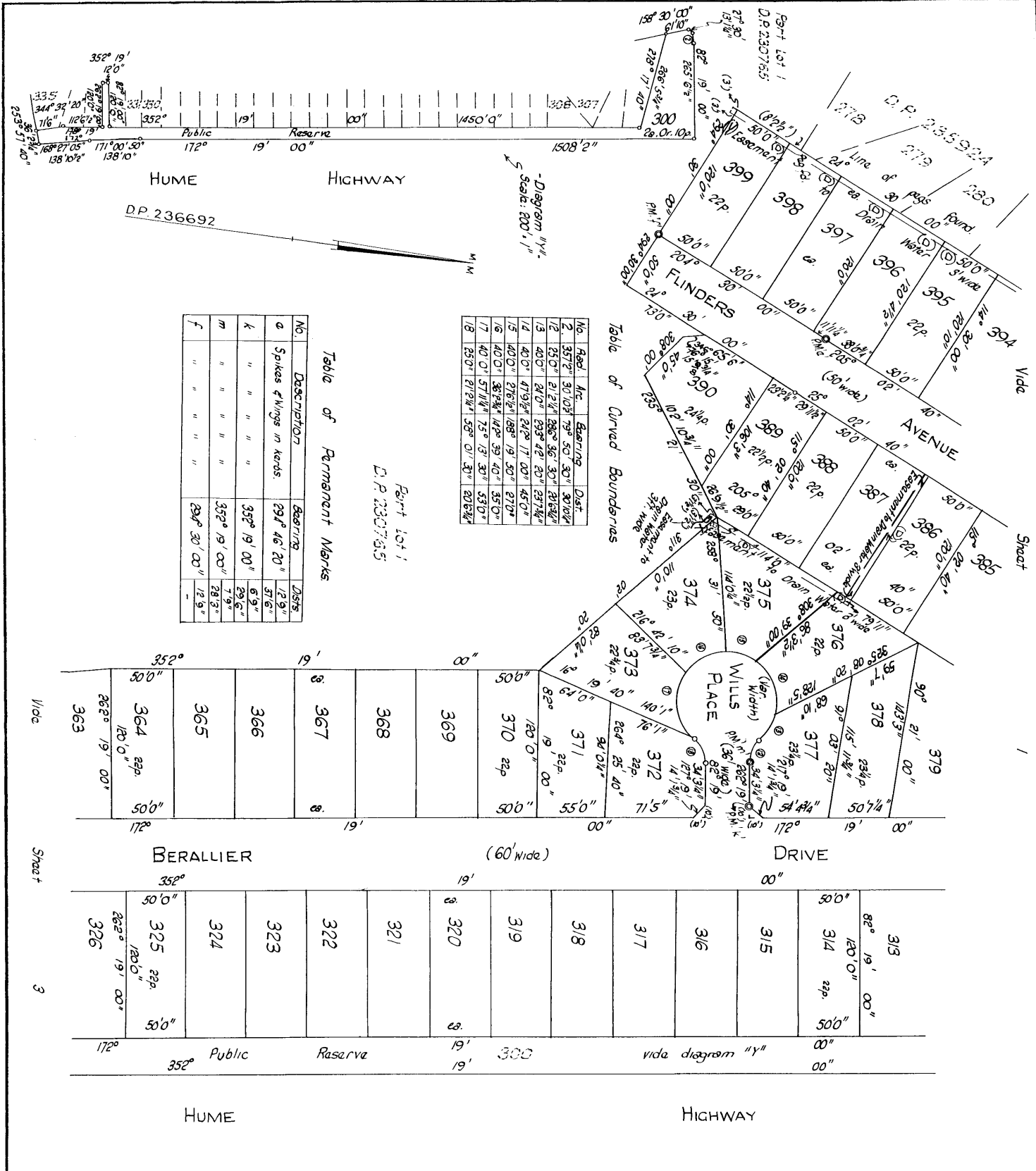


Table of Curved Boundaries

No.	Bearing	Dist
16	351° 2'	30' 10"
17	212° 4'	86° 36'
18	40° 0'	47° 51'
19	276° 24'	19° 50'
20	40° 0'	38° 24'
21	40° 0'	57° 14'
22	23° 24'	58° 0'

Table of Permanent Marks

No.	Description	Bearing	Dist
a	Spikes & Wires in kerbs.	291° 46' 20"	12.9'
k	" " " "	332° 19' 00"	6.9'
m	" " " "	332° 19' 00"	29.5'
f	" " " "	284° 30' 00"	18.9'

Lot No.	Area	Bearing	Dist	Notes
363	363	352°	19'	Public Reserve
364	364	352°	19'	Public Reserve
365	365	352°	19'	Public Reserve
366	366	352°	19'	Public Reserve
367	367	352°	19'	Public Reserve
368	368	352°	19'	Public Reserve
369	369	352°	19'	Public Reserve
370	370	352°	19'	Public Reserve
371	371	352°	19'	Public Reserve
372	372	352°	19'	Public Reserve
373	373	352°	19'	Public Reserve
374	374	352°	19'	Public Reserve
375	375	352°	19'	Public Reserve
376	376	352°	19'	Public Reserve
377	377	352°	19'	Public Reserve
378	378	352°	19'	Public Reserve
379	379	352°	19'	Public Reserve
313	313	82°	19' 00"	Public Reserve
314	314	82°	19' 00"	Public Reserve
315	315	82°	19' 00"	Public Reserve
316	316	82°	19' 00"	Public Reserve
317	317	82°	19' 00"	Public Reserve
318	318	82°	19' 00"	Public Reserve
319	319	82°	19' 00"	Public Reserve
320	320	82°	19' 00"	Public Reserve
321	321	82°	19' 00"	Public Reserve
322	322	82°	19' 00"	Public Reserve
323	323	82°	19' 00"	Public Reserve
324	324	82°	19' 00"	Public Reserve
325	325	82°	19' 00"	Public Reserve
326	326	82°	19' 00"	Public Reserve

WARNING: Plan Drawing only to appear in this space.

306-3

D. P. 236692

Registered: 5/11/1977

This is Sheet 2 of my plan in 3

Sheets dated 3-6-68

Surveyor registered under Surveyors Act, 1959, as amended.

This is Sheet 2 of the plan of 3

Sheets covered by my Certificate No. 68/15 of 12-6-68

Council Clerk.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

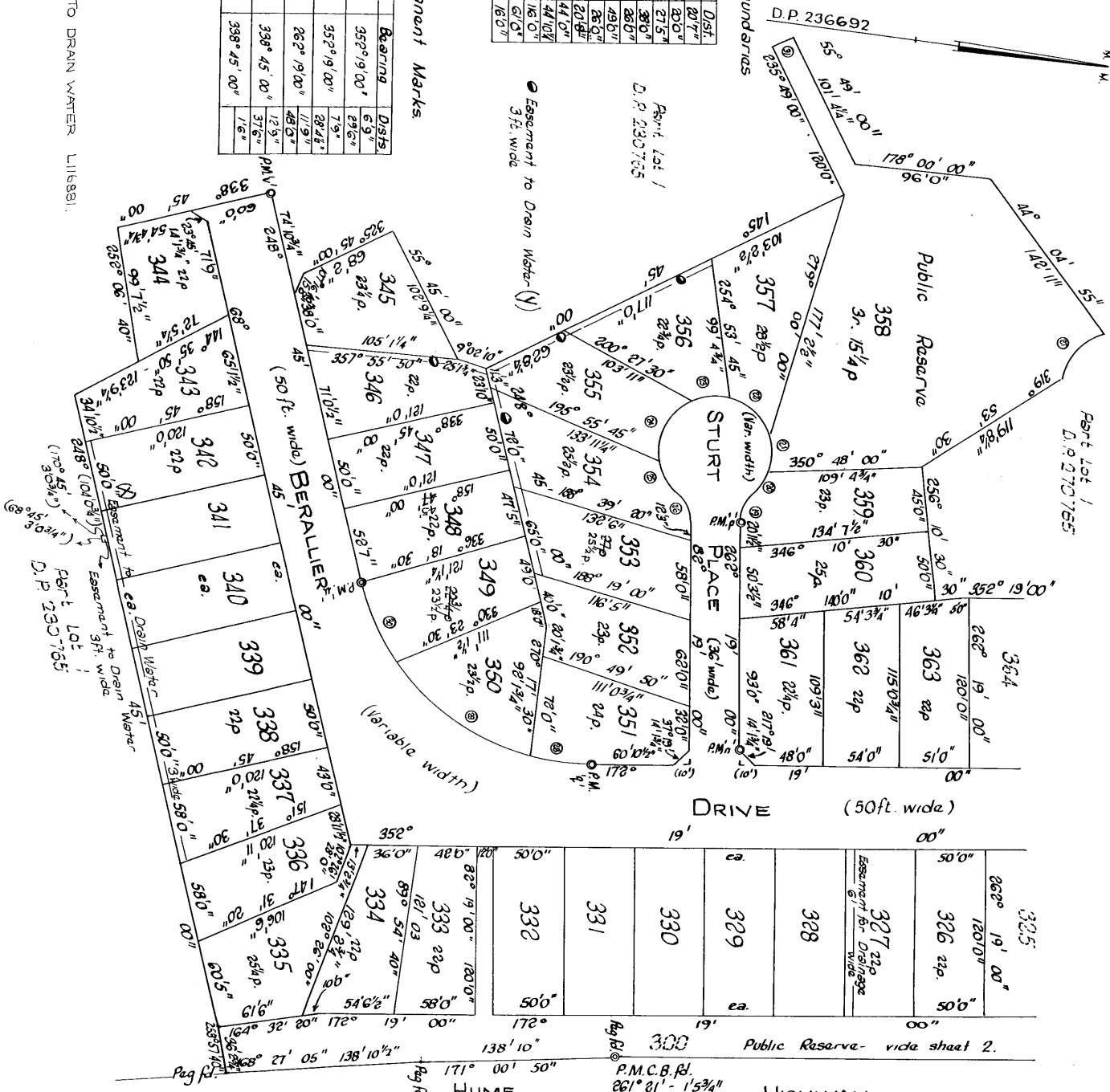
Table of Curved Boundaries

No.	Rad	Arc	Bearing	Dist.
19	230'	21'24"	286° 36' 30"	80'7"
20	40'0"	20'24"	168° 25' 20"	82'0"
21	40'0"	20'24"	81° 00' 27'5"	82'0"
22	40'0"	20'24"	349° 53' 45"	82'0"
23	40'0"	20'24"	269° 10' 15"	82'0"
24	40'0"	20'24"	85° 05' 49'8"	82'0"
25	40'0"	20'24"	232° 41' 55"	82'0"
26	40'0"	20'24"	151° 31' 20'8"	82'0"
27	40'0"	20'24"	306° 07' 44'0"	82'0"
28	40'0"	20'24"	179° 57' 55"	44'10"
29	40'0"	20'24"	27° 45' 03"	16'0"
30	40'0"	20'24"	58° 19' 10"	61'0"
31	230'	21'24"	327° 25' 05"	16'0"

Table of Permanent Marks

No.	Description	Bearing	Dist.
N.	Spikes & wings in kerbs	352° 19' 00"	6'9"
P.	" " " "	352° 19' 00"	29'6"
Q.	" " " "	262° 19' 00"	28'4"
U.	" " " "	338° 45' 00"	12'9"
V.	Concrete block	338° 45' 00"	37'6"

(D) EASEMENT TO DRAIN WATER LILISSI.



WARNING: Plan Drawing only to appear in this space.

DP 236692

D P 236692 (E)

Registered: 29.7.1988

This is Sheet: 3 of my plan in: 3

Sheets dated: 3-6-68

Survey registered under Surveyor Act, 1920, as amended.

This is Sheet: 3 of the plan of 3

Sheets covered by my Certificate No. 68/15 of 12.6.68

Director
 Council Clerk

Scale: 60 feet to an inch

306-3

1293

10/fee
22/7/01

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 1

PART 1

Plan: **DP236692** (E)

Subdivision of part of Lot 1 in D.P. 230765 and easements to drain water over part of lot 1 in D.P. 230765 covered by Council Clerk's Certificate No. 68/15 of 12th June, 1968.

Full name and address of proprietor of the land: Development Underwriting Limited, 20 Ash Street, Sydney.

1. Identity of easement or restriction firstly referred to in abovementioned plan. Easement for drainage 6'0" wide.

SCHEDULE OF LOTS ETC. AFFECTED.

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited.</u>
327	The Council of the Municipality of Camden

2. Identity of easement or restriction secondly referred to in abovementioned plan. Easements to drain water 3'0" wide

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
Part Lot 1 D.P. 230765	336, 337, 338, 339, 340, 341
357 ✓	336
338	336, 337
359	336, 337, 338
310 ✓	336, 337, 338, 339
341 ✓	336, 337, 338, 339, 340, 341, 343
342	343
346	353, 353, 354, 355, 356, 357
353	352
354	352, 353
355	352, 353, 354, 356, 357
356	357
374	Residue of Lot 1 D.P. 230765 after D.P.
375	374 and Residue of Lot 1 D.P. 230765 after D.P. ✓
376	374, 375 and Residue of Lot 1 D.P. 230765 after D.P. ✓
387	374, 375, 376 and Residue of Lot 1 D.P. 230765 after D.P. ✓
392 ×	383, 394, 395, 396, 397, 398, 399 and Residue Lot 1 D.P. 230765 after D.P. ✓
393 ×	394, 395, 396, 397, 398, 399 and Residue Lot 1 D.P. 230765 after D.P. ✓
394	395, 396, 397, 398, 399 and Residue Lot 1 D.P. 230765 after D.P. ✓
395	396, 397, 398, 399 and Residue Lot 1 in D.P. 230765 after D.P. ✓
396	397, 398, 399 and Residue Lot 1 D.P. 230765 after D.P. ✓
397	398, 399 and Residue Lot 1 D.P. 230765 after D.P. ✓
398	399 and Residue Lot 1 D.P. 230765 after D.P. ✓
399	Residue Lot 1 D.P. 230765 after D.P. ✓

APPROVED BY COUNCIL OF THE MUNICIPALITY OF CAMDEN

K. J. Smith

J. W. Smith
TOWN CLERK

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 2

PART 11

Plan: **DP236692**

Subdivision of part of Lot 1 in D.P.230765
and easements to drain water over part of
Lot 1 in D.P. 230765 covered by Council
Clerk's Certificate No. 68/15
of 12th June, 1968

Full name and address of
proprietor of the land:

Development Underwriting Limited,
20 Ash Street, Sydney.

TERMS OF EASEMENT FOR DRAINAGE 6'0" WIDE FIRSTLY REFERRED TO IN ABOVEMENTIONED
PLAN.

Easement to drain water as set out in Section 111 Schedule 1VA of the
Conveyancing Act 1919-1964.

THE COMMON SEAL of DEVELOPMENT UNDERWRITING
LIMITED was hereunto affixed by authority
of the Board of Directors and in the pre-
sence of:

H. J. Stott
Secretary

Raymond Good
Director
[Signature]
Director

AND WE HEREBY DECLARE that at the time of
the execution by us of this instrument we have no
notice of the revocation of the Power of Attorney
dated 7 May, 1908 from FINANCE CORPORA-
TION OF AUSTRALIA LIMITED to us registered
in the Miscellaneous Register No. 109370 under the
authority of which we have executed the said
instrument.

SIGNED in my presence for and on
behalf of FINANCE CORPORA-
TION OF AUSTRALIA LIMITED
by Peter Alfred George Hablothwaite
and John David Heat
its duly constituted Attorneys who
are personally known to me:


[Signature]
[Signature]

[Signature]

APPROVED BY COUNCIL OF THE MUNICIPALITY OF CAMDEN.

[Signature]
TOWN CLERK

Instrument pursuant to Regulation 52D Conveyancing
Act Regulations, 1961, setting out the terms of
easements or restrictions as to user created by
registration of the within-mentioned Deposited Plan.

 *[Signature]* 19.7.1968

No. 520010

(3)

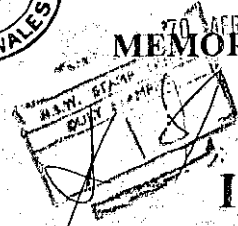
R.P. 13A



Fees:—

Lodgment
Endorsement

10.00



New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, DEVELOPMENT UNDERWRITING LIMITED

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

a If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)

being registered as the proprietor of an estate in fee simple^a in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

TWO THOUSAND NINE HUNDRED DOLLARS

(\$2,900.00) (the receipt whereof is hereby acknowledged) paid to it by

LEICESTER THOMAS STEWART AND ADRIENNE AGNES STEWART

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

LEICESTER THOMAS STEWART, of 10 Alice Street, Jannali, Public Servant, and
ADRIENNE AGNES STEWART, of the same address, his wife as joint tenants
 (herein called transferee)

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. " and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CAMDEN	CAMDEN	PART	10470	149	(Being Lot 439 in Deposited Plan No. 238767.)
	MC. WING	MC. WING	11260	180	

~~And the transferee covenant(s) with the transferor^d~~

^d Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

The Transferees for themselves their executors administrators and assigns HEREBY COVENANT with the Transferor its successors and assigns for the benefit of the adjoining land owned by the Transferor in Deposited Plan No. 238767 but only during the ownership thereof by the Transferor its successors or assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining lands without the consent of the Transferor its successors and assigns but such consent shall not be withheld if such fence be erected without expense to the Transferor its successors and assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every fence for the time being erected.

AND for the purposes of Section 88 of the Conveyancing Act, 1919, IT IS HEREBY AGREED as follows:

- a. The land to which the benefit of the covenant is intended to be appurtenant is the adjoining land in the said Deposited Plan.
- b. The land subject to the burden of this covenant is the land hereby transferred.
- c. The persons by whom or with whose consent this covenant may be released modified or varied are the registered proprietors for the time being of such adjoining land in the aforesaid Deposited Plan.

ENCUMBRANCES, &c., REFERRED TO.

Covenants created by Transfer No. H.245470.

Easement to drain water in L718961

^e A very short note will suffice

K 1165-2 St 437-7

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 103 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.
g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
h To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 16th day of April 1970
THE COMMON SEAL OF DEVELOPMENT UNDERWRITING LIMITED was hereto affixed by authority of the Board of Directors and in the presence of:

H. J. Stewart
Secretary

M. J. O'Connell
Transferor,*
Director
D. J. Stewart
DIRECTOR

Signed in my presence by the transferees
L. T. STEWART AND A. A. STEWART
WHO IS PERSONALLY KNOWN TO ME
are *L. T. Stewart*

J.P.

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

L. T. Stewart
Adrienne Stewart
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at _____ the _____ day of _____ 19____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me, at _____, the _____ day of _____, one thousand _____ and _____, the attesting witness to this instrument, and declared that he personally knew _____, the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that _____ he was of sound mind, and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable (in a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **L829873**

Lodged by **TRICK & STRASSER**
 Address
 Phone No.

PARTIAL DISCHARGE OF MORTGAGE!
 (N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____
 who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

1.	197 142 12/15/70	Received Docs. Nos. w/ Receiving Clerk
2.		
3.		
4.		
5.		
6.		
7.		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>Transfer</i>
Checked by	Particulars entered in Register Book
Passed (in S.D.B.) by	11.5.1970
Signed by	at 4pm <i>Jawakson</i> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

VOL. _____ FOL. _____

COORDINATE-HEIGHT SCHEDULE REG 2017

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN	STATE	LEVEL	CLASS	ORDER
SMW71518	287228.060	6226817.669	B	2	SCMS	MGA	FOUND	81.628	LB	L2
SMW71519	287165.925	6226875.603	B	2	SCMS	MGA	FOUND	80.844	LB	L2
SMW15327	287077.1	6226852.0	E	5	SCMS	MGA	FOUND	86.0	E	5
SMW15326	287038.8	6226839.1	E	5	SCMS	MGA	FOUND	93.4	E	5
SMW15325	287058.5	6226825.6	E	5	SCMS	MGA	FOUND	89.2	E	5
SMW1855	287110.117	6226848.841	B	2	SCMS	MGA	FOUND	80	U	U

DATE: 10-08-2018 SCALE: 1:000(1/2) GDA94 ZONE 56 AHDT1

MARKS	SURVEY	MGA-GROUND
SMW71518	191°42'47"	580.825
SMW71519	203°32'16"	155.025
SMW15327	215°41'39"	152.246
SMW15326	198°46'03"	119.229
SMW15325	328°04'51"	92.487
SMW1855	350°09'12"	115.181

REFERENCE MARKS

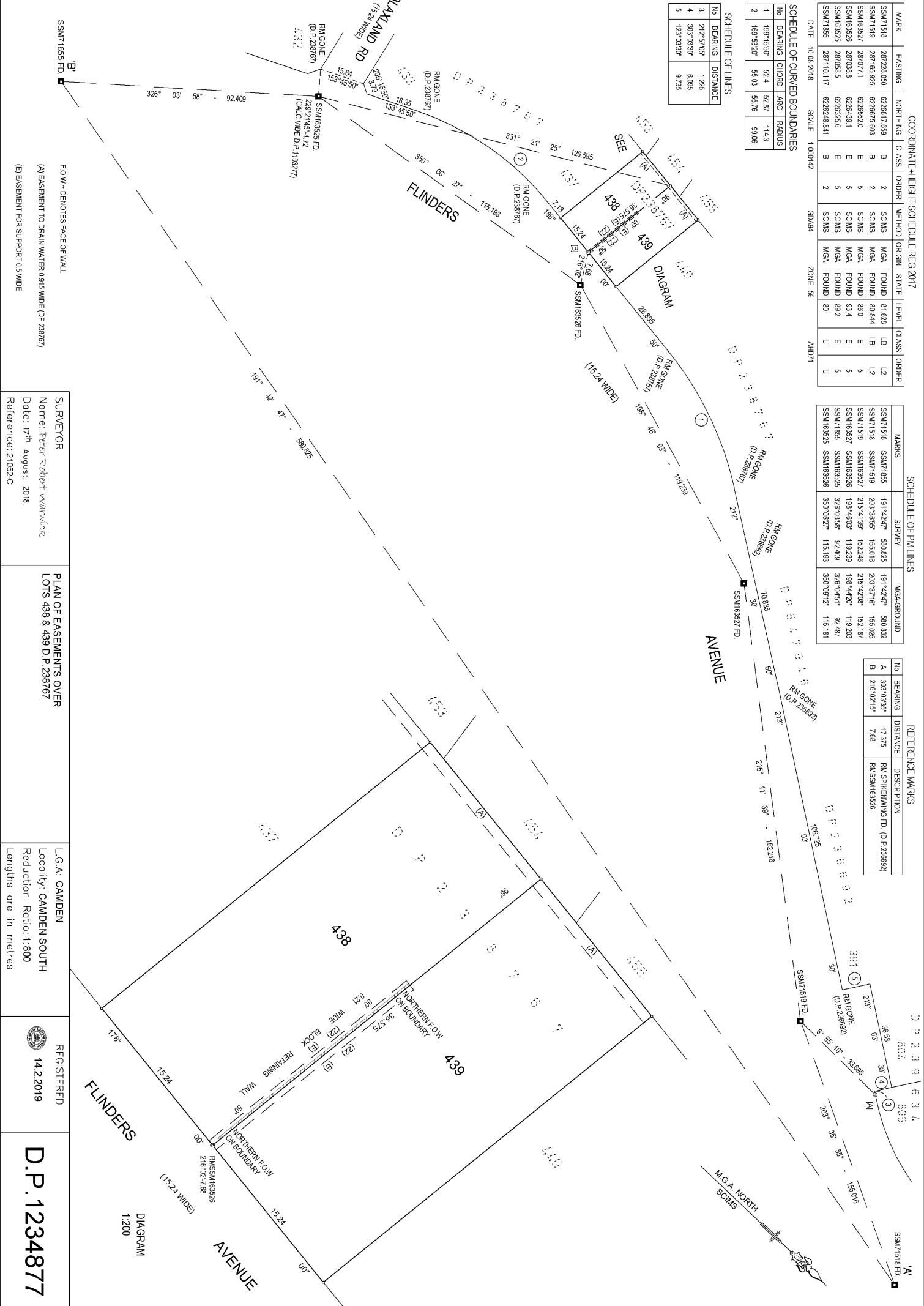
No	BEARING	DISTANCE	DESCRIPTION
A	303°03'35"	17.375	RM SPIKENNING RD (D.P.238767)
B	216°02'15"	7.68	RMSM163526

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	198°15'50"	52.4	52.87	114.3
2	168°53'20"	55.03	55.76	98.06

SCHEDULE OF LINES

No	BEARING	DISTANCE
3	217°57'05"	1.225
4	303°03'35"	6.065
5	123°03'30"	9.735



SURVEYOR
 Name: Peter Robert Warrwick
 Date: 17th August, 2018
 Reference: 21052-C

PLAN OF EASEMENTS OVER
 LOTS 438 & 439 D.P.238767

L.G.A: CAMDEN
 Locality: CAMDEN SOUTH
 Reduction Ratio: 1:800
 Lengths are in metres

REGISTERED
 14.2.2019

D.P. 1234877


F.O.W. - DENOTES FACE OF WALL
 (A) EASEMENT TO DRAIN WATER 0.915 WIDE (D.P.238767)
 (E) EASEMENT FOR SUPPORT 0.5 WIDE

DIAGRAM
 1:200

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
Registered: 14.2.2019 Title System: TORRENS	Office Use Only DP1234877 S	Only
PLAN OF EASEMENTS OVER LOTS 438 & 439 D.P.238767	LGA: CAMDEN Locality: CAMDEN SOUTH Parish: CAMDEN County: CAMDEN	
<p style="text-align: center;">Survey Certificate</p> I, PETER ROBERT WARWICK of VINCE MORGAN SURVEYORS PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 17-08-18 *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'A'-'B' SSM71518 TO SSM71855 Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature: Dated: 17-08-18 Surveyor Identification No: 2207 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. D.P.238767 D.P.236692 D.P.1103277 D.P.239634	<p style="text-align: center;">Subdivision Certificate</p> I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.	
Surveyor's Reference: 21052-C	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:  14.2.2019 **Office Use Only**

Office Use Only

DP1234877

PLAN OF EASEMENTS OVER
LOTS 438 & 439 D.P.238767

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

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

Subdivision Certificate No.: _____
Date of Endorsement: _____

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

1. EASEMENT FOR SUPPORT 0.5 WIDE (E)

FRANK CHRISTOPHER ELMIRA

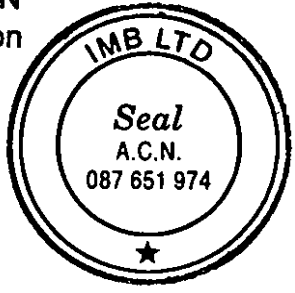
TANYA JANE DRAPER

CAMERON THOMAS MALCHER

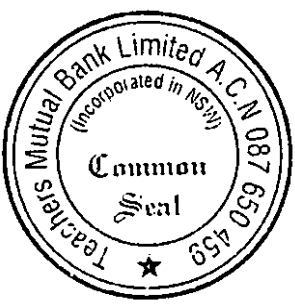
SARAH ELIZABETH MALCHER

BILL JOHNSTON
Appointee Person

JOANNE SEDDON
Appointee Person

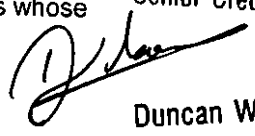


Council Authorised Person



The Seal of Teachers Mutual Bank Limited was hereunto duly affixed under the authority of a resolution of the Board in the presence of and is attested by two of its authorised officers whose signatures are set opposite thereto.


Michelle Sciberras
Senior Credit Services Delivery Officer


Duncan Wilson
Credit Settlement Officer

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.

Plan: Plan of Easements over Lots 438 & 439
 DP238767

Full name and address of the owner of the land: **FRANK CHRISTOPHER ELMIRA and TANYA JANE DRAPER**
 both of 18 Flinders Avenue
 CAMDEN SOUTH NSW 2570



DP1234877 B

and

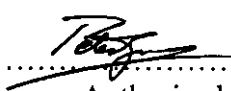
CAMERON THOMAS MALCHER and SARAH ELIZABETH MALCHER
 both of 20 Flinders Avenue
 CAMDEN SOUTH NSW 2570

(Sheet 1 of 6 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Support 0.5 wide (E)	438/ 238767 439/ 238767	439/ 238767 438/ 238767

.....
 (Signatory)

.....

 Authorised Person
 Camden Council

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.

Plan: DP1234877

Plan of Easements over Lots 438 & 439
DP238767

(Sheet 2 of 6 Sheets)

Part 2 (Terms)

- 1. Terms of Easement for Support 0.5 wide (E) numbered one in the abovementioned plan**
 - 1.1 The owner of the lot benefited may:
 - 1.1.1 construct, repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the lot benefited or any part of it (Retaining Wall);
 - 1.1.2 use the Retaining Wall for the support of the lot benefited.
 - 1.2 The owner of the lot burdened must not do, or suffer to be done, any of the following:
 - 1.2.1 anything that does, or may, affect the stability of the retaining wall;
 - 1.2.2 interfere with the Retaining Wall in any way.
 - 1.3 If the owner of the lot burdened breaches Clause 1.2, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring:
 - 1.3.1 the relevant actions to stop; and
 - 1.3.2 the relevant breach to be rectified.
 - 1.4 If the owner of the lot burdened does not comply with a notice duly issued under Clause 1.3, the owner of the lot benefited may enter, use and occupy so much of the lot burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the owner of the lot benefited in exercising their rights under this clause may be recovered from the owner of the lot burdened.

.....
(Signatory)

.....

Authorised Person
Camden Council

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.

Plan: **DP1234877**

Plan of Easements over Lots 438 & 439
DP238767

(Sheet 3 of 6 Sheets)


Part 2 (Terms)

- 1.5 If the owner of the lot benefited exercises its powers under Clause 1.4, it must:
- 1.5.1 ensure any work carried out by it, or under its direction, is carried out in a proper and workmanlike manner;
 - 1.5.2 cause as little inconvenience as possible to the occupier of the lot burdened;
 - 1.5.3 cause as little damage as is possible to the lot burdened, or any structures on that lot;
 - 1.5.4 to the extent that is practicable, restore the lot burdened to its former condition; and
 - 1.5.5 make good any collateral damage caused to the lot burdened or any structure on it.

Name of Authority whose consent is required to release, vary or modify the easement numbered one in the abovementioned plan

Camden Council.

.....
(Signatory)

.....

Authorised Person
Camden Council


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.

Plan: **DP1234877**

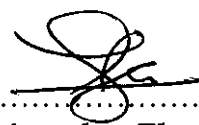
Plan of Easements over Lots 438 & 439
DP238767

(Sheet 4 of 6 Sheets)

Signed in my presence by **FRANK CHRISTOPHER ELMIRA** who is personally known to me on **03-9-2017**



Signature of Witness



Frank Christopher Elmira

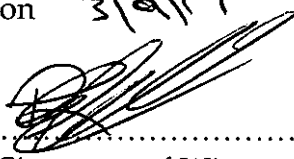
Reuben Elmira

Name of Witness

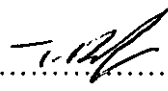
96 Berowra Waters Rd, Berowra

Address of Witness

Signed in my presence by **TANYA JANE DRAPER** who is personally known to me on **3/9/17**



Signature of Witness



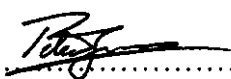
Tanya Jane Draper

Reuben Elmira

Name of Witness

96 Berowra Waters Rd, Berowra

Address of Witness



Authorised Person
Camden Council


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.

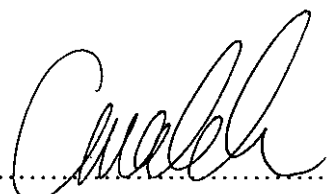
Plan: **DP1234877**

Plan of Easements over Lots 438 & 439
DP238767

(Sheet 5 of 6 Sheets)

Signed in my presence by **CAMERON THOMAS MALCHER** who is personally known to me on 06-11-17



.....
Signature of Witness


.....
Cameron Thomas Malcher

GREGORY JOHN VINCI
.....
Name of Witness

22 FLINDERS AVE CAMDEN SOUTH
.....
Address of Witness

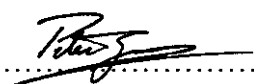
Signed in my presence by **SARAH ELIZABETH MALCHER** who is personally known to me on


.....
Signature of Witness


.....
Sarah Elizabeth Malcher

GREGORY JOHN VINCI
.....
Name of Witness

22 FLINDERS AVE CAMDEN SOUTH
.....
Address of Witness

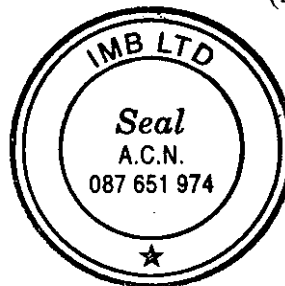

.....
Authorised Person
Camden Council

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.

Plan: DP1234877

Plan of Easements over Lots 438 & 439
DP238767

(Sheet 6 of 6 Sheets)



JOANNE SEDDON
Appointee Person

BILL JOHNSTON
Appointee Person

The Seal of Teachers Mutual Bank Limited was hereunto duly affixed under the authority of a resolution of the Board in the presence of and is attested by two of its authorised officers whose signatures are set opposite thereto.

Michelle Sciberras
Senior Credit Services Delivery Officer

Duncan Wilson
Credit Settlement Officer

.....
Name of Authorised Person

.....
Signature of Authorised Person

Acting Manager - Development Certification
.....

Position of Authorised Person
Camden Council

REGISTERED  14.2.2019



**PLANNING CERTIFICATE UNDER
SECTION 10.7
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

APPLICANT: East-West Conveyancing
PO Box 572
INGLEBURN NSW 1890

Certificate number: 20205603
Receipt number: 2443945
Certificate issue date: 10/12/2020
Certificate fee: \$53.00
Applicant's reference: 9898
Property number: 104691

DESCRIPTION OF PROPERTY

Land Description: LOT: 439 DP: 238767
Address: 20 Flinders Avenue CAMDEN SOUTH 2570

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act. 1979

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

LOCAL ENVIRONMENTAL PLANS (LEP'S)

Camden Local Environmental Plan 2010.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

SEPP (Western Sydney Aerotropolis) 2020

Note: The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

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

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

Draft Stage 1 Camden Local Environmental Plan 2010 Amendment

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Exempt and Complying Development Codes) Housekeeping Amendment 2008

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Short Term Rental Accommodation) 2019

SEPP (Housing Diversity) 2020

SEPP (Infrastructure) Amendment (Health Services Facilities) 2020

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

Note: The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

DEVELOPMENT CONTROL PLANS

Camden Development Control Plan 2019, as amended

2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

A. ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

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 allow for educational, recreational, community and religious activities that support the wellbeing of the community.
- * To minimise conflict between land uses within the zone and land uses within adjoining zones.

B. Permitted without consent

Home occupations.

C. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Medical centres; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item B or D

D. Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Mortuaries; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

E. Are there any development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so the minimum land dimensions so fixed.

No.

F. Does the land include or comprise critical habitat?

No.

G. Is the land in a conservation area (however described)?

No.

H. Is an item of environmental heritage (however described) situated on the land?

No.

3. COMPLYING DEVELOPMENT

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

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

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

HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

Note: The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

INLAND CODE

The Inland Code does not apply to the Camden Local Government Area.

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Not Applicable.

5. MINE SUBSIDENCE

Is the land proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

Is the land affected by any road widening or road realignment under:

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

No.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by a policy:

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

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

BUSHFIRE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.

TIDAL INUNDATION

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

SUBSIDENCE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence

ACID SULPHATE SOILS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

OTHER RISK

Contamination:

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

Salinity:

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to Council's policy 'Building in a Salinity Prone Environment' and to requirements in the relevant Development Control Plan that applies to the land.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi-dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) subject to flood related development controls?

No.

(2) Is development on that land or part of the land for any other purpose subject to flood related development controls?

No.

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

8. LAND RESERVED FOR ACQUISITION

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act. 1979?

No.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Camden Contributions Plan 2011

9A. BIO-DIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

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

No.

10. BIODIVERSITY STEWARDSHIP SITES

Is the land or part of the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (where council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage)?

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

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (where council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)?

No.

11. BUSH FIRE PRONE LAND

Is the land or some of the land bush fire prone land (as defined in the Environmental Planning and Assessment Act. 1979)?

No.

12. PROPERTY VEGETATION PLANS

Is the land subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force), where the council has been notified of the existence of the plan by the person or body that approved the plan under that Act?

No.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

(a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

(b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(1) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

(2) Are there any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No.

18. PAPER SUBDIVISION INFORMATION

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

If so, what is the date of the subdivision order that applies to the land (words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation).

Not Applicable.

19. SITE VERIFICATION CERTIFICATES

Is there a current site verification certificate, of which the council is aware, in respect of the land?

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

No.

20. LOOSE-FILL ASBESTOS INSULATION

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Is there is any affected building notice of which the council is aware that is in force in respect of the land?

Note: Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

No.

(2) Is there any any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

Note: Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

No.

22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is –

(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

No.

(b) shown on the Lighting Intensity and Wind Shear Map under that Policy, or

No.

(c) shown on the Obstacle Limitation Surface Map under that Policy, or

No.

(d) in the “public safety area” on the Public Safety Area Map under that Policy, or

No.

(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map under that Policy.

No.

MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997

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

No.

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

No.

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

No.

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

No.

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

No.

DISCLAIMER AND CAUTION

The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.



Ron Moore
General Manager

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2010, Schedule 1, Clause 4(1)

AGREEMENT

This Agreement is made on 12 / 12 / 2019 at Narellan NSW BETWEEN

LANDLORD (insert name of Landlord(s) and contact details)

Name/s: Cameron & Sarah Malcher

Address: N/A

(Note: Address not required where there is a Landlord's Agent)

Phone: (02) 4623 0380

Mobile: _____

Email: rentals@professionalsnarellan.com.au

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

Name/s: Sharon May Robinson & Brett Gary Robinson

Address: N/A

Phone: _____

Mobile: _____

Email: _____

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

Name/s: Pronard P/L T/as Professionals Narellan & District

Address: Studio 9, Shop 10-11, 38 Exchange Parade

ACN: 169 379 079

Narellan NSW 2567

ABN: 26 169 379 079

Phone: (02) 4623 0380

Mobile: 0449 784 994

Email: kylie.mason@professionalsnarellan.com.au

Licence No.: 10023287

Licence Expiry: 22/06/2020

TERM OF AGREEMENT

The term of this Agreement is: 62 weeks / months / years

starting on: 13 / 12 / 2019 and ending on: 18 / 02 / 2021 (cross out if not applicable)

RESIDENTIAL PREMISES Note: insert any excluded items in the Additional Terms Item on the signature page

The residential premises are: 20 Flinders Avenue, Camden South, NSW 2570

The residential premises include: (include any additional matters, such as a parking space, garages or furniture provided)

Single Garage & One Small Garden Shed.

RENT

The rent is: \$550.00 per: Week payable in advance starting on: 19 / 12 / 2019

Rent Increase 1: Then from: / / pay: \$0.00 per: N/A

Rent Increase 2: Then from: / / pay: \$0.00 per: N/A

Note: Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not required to be completed. See Additional Term 64B.

The tenant must pay the rent in advance on the Thursday of every Week (see Clause 4.2)

The method by which the rent must be paid:

(a) to: _____ at: _____ by cash or cheque; or

(b) into the following account:

Account Name: _____

Bank: _____

BSB: _____

Account No.: _____

Payment Reference: _____

or any other account nominated by the landlord; or

(c) as follows: IPayrent or Salary Sacrifice

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

RENTAL BOND *(Cross out if there is not going to be a bond)*

A rental bond of **\$2,200.00** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

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)*~~

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Www.professionalsnarellan.com.au - Click Tenant Resources** Phone:

Plumbing Repairs: **Www.professionalsnarellan.com.au - Click Tenant Resources** Phone:

Building Repairs: **Www.professionalsnarellan.com.au - Click Tenant Resources** Phone:

Other: **Www.professionalsnarellan.com.au - Click Tenant Resources** Phone:

WATER USAGE

Will the Tenant be required to pay separately for water usage? Yes No If 'yes', see Clauses 11 and 12

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No If 'yes', see Clause 35

CONDITION REPORT

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

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 entered into by the tenant and dated **08 / 03 / 2018** applies to this Agreement.

TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2010* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

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 this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**

3.1 to pay rent on time, and

3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and

3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. **The landlord agrees:**

4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and

4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and

4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and

4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note:

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

RENT INCREASES

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

Note:

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

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

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

RENT DEDUCTIONS

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

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

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

- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

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

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

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

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

POSSESSION OF THE PREMISES

13. **The landlord agrees:**

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

TENANT'S RIGHT TO QUIET ENJOYMENT

14. **The landlord agrees:**

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

USE OF THE PREMISES BY TENANT

15. **The tenant agrees:**

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
15.2 not to cause or permit a nuisance, and
15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
16. **The tenant agrees:**
- 16.1 to keep the residential premises reasonably clean, and

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

Note:

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

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. **The landlord agrees:**

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

URGENT REPAIRS

19. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

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

Note:

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

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

SALE OF THE PREMISES

20. **The landlord agrees:**

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

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

22. **The landlord and tenant agree:**

- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

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

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.
24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. **The tenant agrees:**
- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

29. **The landlord agrees:**
- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. **The landlord and tenant agree that:**
- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note:

Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. **The landlord agrees:**
- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

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

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

SWIMMING POOLS

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

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

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

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

40A.1 ~~the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

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

LOOSE-FILL ASBESTOS INSULATION

40B. The landlord agrees:

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.

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

ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

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

41.2 if the fixed term is for more than 3 years, [specify amount below].

[Empty box for specifying amount]

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note:

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

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

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

(Note: refer to Clause 46 for requirements in respect of Pets)

43. ~~The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.~~

44. ~~The landlord agrees that the tenant may keep the following animals on the residential premises:~~

45. ~~The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.~~

ADDITIONAL TERM - PETS - CLEANING, FUMIGATION AND REPAIRS

46. Where 'Additional Term - Pets' (Clauses 43, 44 and 45) have been crossed out, the following clauses (46.1 to 46.3 inclusive) will apply:

46.1 ~~The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.~~

46.2 The landlord agrees that the tenant may keep the following animals on the residential premises:

1 x American Cross English Staffy Dog "Zeus" (OUTSIDE ONLY).

46.3 The tenant agrees:

- (a) to have the carpet professionally cleaned, at the tenant's own expense, if the cleaning is required because animals have been kept on the residential premises during the tenancy.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) when requested to provide written evidence of compliance with Clauses 46.3(a), 46.3(b) and 46.3(c) to the landlord/landlord's agent.

ADDITIONAL TERM - CONDITION REPORT

47. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the landlord's signed condition report and the tenant has not returned the condition report within 7 days of receipt the tenant will be deemed to have accepted the condition report.
- 47.1 The condition report will form part of and be included in this agreement.

ADDITIONAL TERM - INSPECTIONS

- 48.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 23.5 (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 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.
- 48.2 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 OF PREMISES

49. The tenant agrees, in addition to the requirements of Clauses 15, 16 and 17 of this agreement:
- 49.1 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.
- 49.2 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.
- 49.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 49.4 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.
- 49.5 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.

- 49.6 to, in respect to smoke alarms in the premises, advise the landlord/landlord's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail.
- 49.7 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.
- 49.8 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.
- 49.9 not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the landlord.
- 49.10 not to affix any television antenna to the premises.
- 49.11 not to maliciously or negligently damage the premises or any part of the premises.
- 49.12 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.
- 49.13 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 49.14 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.
- 49.15 to notify the landlord of any infectious disease at the premises.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 40 is deleted this clause is not applicable.

50. Swimming Pool Safety and Maintenance

- 50.1 ~~At the commencement of the tenancy, the landlord will:~~
- ~~(a) handover the pool in a condition that is safe for use~~
 - ~~(b) 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;~~
- 50.2 ~~During the term of the tenancy:~~
- ~~(a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:~~
 - ~~(1) child-restraint barriers are in place and properly maintained;~~
 - ~~(2) access gates and doors are securely closed at all times;~~
 - ~~(3) 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;~~
 - ~~(4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool;~~
 - ~~(b) 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;~~
 - ~~(c) the tenant is responsible for general maintenance including:~~
 - ~~(1) regular cleaning of filter baskets~~
 - ~~(2) maintaining required water levels~~
 - ~~(3) removing vegetation and other rubbish from the pool~~
 - ~~(4) maintaining the pool water condition~~
 - ~~(5) regular pool services~~
 - ~~(6) payment of costs for all required pool chemicals~~

(7) ~~advising the landlord or the agent immediately of any pool-related problem:~~

~~50.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:~~

- ~~(a) opportunity to inspect the pool; and/or
(b) 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:~~

~~50.4 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:~~

~~50.5 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

51. 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

52. On termination or expiration of the term **the tenant agrees:**

- (a) to deliver vacant possession in accordance with the termination notice
- (b) to deliver up all keys and security devices
- (c) to advise as soon as possible of the tenants contact address

53. 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*.

54. Should the agreement be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date of this agreement and where Additional Term Clauses 41 and 42 have been crossed out:

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) 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
- (c) the parties are not relieved from their obligations to mitigate any loss on termination.
- (d) 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.

55. 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 or the *Residential Tenancies Act 2010*.

Note: Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

56. The tenant will on vacating the premises:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 56 (b), (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) 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

57. Taking into account the provisions of Clause 16.3 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

- 58. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.
- 59. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.
- 60. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

~~61. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clause 35 if applicable) and management statements relating to the premises or the tenant's occupation of the premises:~~

ADDITIONAL TERM - INSURANCE

- 62. The landlord is not responsible for insuring the tenant's own property.
- 63. **The tenant agrees**, not by act or omission to, 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 such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE

- 64A.** In the case of a fixed term agreement for less than 2 years the tenant agrees, if a rent increase is stated in the rent increase section on the first page of this agreement then, subject to clause 5, the rental may be increased during the term and such increase shall be as set out in the rent increase section on the first page of this agreement.
- 64B.** Where the agreement is for a period of 2 years or more the rent payable must not be increased more than once in any period of 12 months and may be increased (subject to clause 5) whether or not the agreement sets out the rent increase or method of calculating the increase.

Note: Residential Tenancies Act 2010 section 41:

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

ADDITIONAL TERM - PRIVACY

- 65.** (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:
- (1) 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
 - (2) 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
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) 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
 - (5) 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
 - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) 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

- 66.** 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

- 67.** (a) The parties agree and confirm any documents and communications in relation to this Agreement may 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:
- (1) by delivering it to the party personally; or
 - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - (3) 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 to the party at the appropriate email address as stated in this Tenancy Agreement; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 67(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, failing 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.

NOTES

DEFINITIONS

1. 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.
 - (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.
 - (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.

CONTINUATION OF TENANCY (if fixed term agreement)

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

ENDING A FIXED TERM AGREEMENT

3. 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.

ENDING A PERIODIC AGREEMENT

4. 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.

OTHER GROUNDS FOR ENDING AGREEMENT

5. The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

WARNING

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

SPECIAL CONDITIONS

Special Conditions to this Agreement where inserted at the direction of the Landlord were prepared by the Landlord or an Australian Legal Practitioner under instruction from the Landlord and not from the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.

Refer Addendum A (Item A1)

SIGNATURES

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

SIGNED BY THE LANDLORD:

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

in the presence of:

MARNIE HARRIS

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT:

(Signature of tenant)

Sharon Robinson

in the presence of:

Michelle Nash

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (2):

(Signature of tenant 2)

Brett Robinson

in the presence of:

Michelle Nash

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

in the presence of:

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (4):

(Signature of tenant 4)

in the presence of:

(Name of witness)

(Signature of witness)

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

(Signatures of tenants)

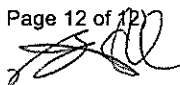
For information about your rights and obligations as a landlord or tenant, contact:

- (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

Addendum A

A1. Additional Terms

1. The Tenant acknowledges & agrees that all non-urgent repairs are to be submitted to the Agent in writing.
2. The Tenant acknowledges & agrees that any mail delivered to the rented premises, not addressed to them, will be forwarded to the managing Agent without delay.
3. The Tenant agrees to supply their home and work telephone numbers to the Landlords Agent & further agrees to notify the Landlords Agent of any changes to these numbers within 7 days.
4. The Tenant acknowledges & agrees to supply their email address to the Landlords Agent as I/We accept & agree all correspondence (including notices) will be via email & further agrees to notify the Landlord's Agent of any changes to these emails within 7 days.
5. The tenant agrees they will not erect a swimming pool at the property without the Landlords consent. Swimming pool includes in ground, above-ground, indoor, portable & other types of pools and spa pools that are capable of being filled to a depth of 300mm or more of water.
6. The Tenant acknowledges & agrees that any fireplaces in the rented premises are for decoration only & are not be used for the lighting of fires without the Landlords written consent.
7. The Tenant acknowledges & agrees to place felt under the furniture to protect polished floorboards. Any damages caused to the floorboards will be the responsibility of the tenant to repair.
8. The Tenant acknowledges & agrees not to park any motor vehicles on any lawns, gardens & council strips at the property. Any damages caused to the grounds, gardens or council strips will be the responsibility of the tenant to repair.
9. The Tenant acknowledges & agrees that photos will be taken at each Routine Inspection for our records which will be conducted during business hours on a Wednesday Thursday or Friday.
10. The Tenant acknowledges & agrees that if a repair request is reported to our office - and either no fault is found or the fault has been caused by tenant neglect, the tenant will be responsible for payment of the account.
11. The Tenant acknowledges & agrees to regularly clean all air conditioning filters as per the manufacturer's instructions.



Additional Term – Pets

The landlord has approved for you, Sharon May Robinson & Brett Gary Robinson to keep 1x American Cross English Staffy Dog "Zeus" (Outside Only) at the property of 20 Flinders Avenue, Camden South NSW 2570 subject to the following conditions: -

1. The animal/s is not to be permitted inside the house under any circumstances. The tenant's acknowledge that the Landlord/Agent has the right to terminate the Residential Tenancy Agreement by giving 14 days written notice should the tenant/s breach the lease.
2. The tenant/s agree to have all yard area's made available for routine inspections. This may mean that arrangements may have to be made to secure your pet/s.
3. All pet/s droppings are to be cleaned from the yard on a regular basis.
4. The pet/s is to be prevented from causing a nuisance to surrounding neighbours. Any serious complaints from neighbours regarding the pet/s will result in you being instructed to make alternative arrangements for the pet/s.
5. Any damage caused by the pet/s are to be rectified immediately at your own expense. This includes but not limited to damaged lawns, fly screens/mesh, door/frames, fences and any other damages that are caused by the pet/s.
6. The Tenant agrees to arrange (at their own expense) professional fumigation of the property by a licensed Pest Control Company (Inside & Outside) at the end of the Tenancy and to provide Professionals Narellan & District a copy of the original receipt at the same time ALL KEYS are returned to our office.
7. The Tenant agrees (at their own expense) to have all the carpets in the property professionally cleaned by a licensed Carpet Cleaning Company at the end of the Tenancy and to provide Professionals Narellan & District a copy of the original receipt at the same time ALL KEYS are returned to our office.

Sharon May Robinson	Signature 	Date <u>13-12-19</u>
Brett Gary Robinson	Signature 	Date <u>13-12-19</u>

