

# Contract for the sale and purchase of land 2018 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>Professionals Narellan</b> PO Box 136, Narellan NSW 2567 Email: <a href="mailto:steve.diggins@professionalsnarellan.com.au">steve.diggins@professionalsnarellan.com.au</a>	Phone: 0246230380 Fax: 0246814618 Ref: Steve Diggins

co-agent

vendor **Michael Ronald Harper**

vendor's solicitor	<b>MLG Conveyancing</b> 406/326 Camden Valley Way, Narellan NSW 2567 Locked Bag 5001, Narellan NSW 2567 Email: <a href="mailto:kwinton@mlgconveyancing.com.au">kwinton@mlgconveyancing.com.au</a>	Phone: 02 4648 1411 Fax: 02 4648 1422 Ref: JKG:193831
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date for completion **35th day after the date of this contract (clause 15)**

land (address, plan details and title reference) **25 Amberley Street, Gledswood Hills NSW 2557**  
**Lot 4071 in Deposited Plan 1173178**  
**Folio Identifier 4071/1173178**

improvements  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:

attached copies  documents in the List of Documents as marked or as numbered:  
 other documents: Residential Tenancy Agreement

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

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Ceiling fans, split air conditioning, remote control garage		

exclusions

purchaser

purchaser's solicitor

price \$ \_\_\_\_\_  
 deposit \$ \_\_\_\_\_ (10% of the price, unless otherwise stated)  
 balance \$ \_\_\_\_\_  
 contract date \_\_\_\_\_ (if not stated, the date this contract was made)

buyer's agent

vendor \_\_\_\_\_ witness \_\_\_\_\_

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

purchaser  JOINT TENANTS  tenants in common  in unequal shares \_\_\_\_\_ witness \_\_\_\_\_

### Choices

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes  
**Proposed electronic transaction** (clause 30)  no  YES

### 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 *RW 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.

### ***RW payment (residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW 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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**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.

25 Amberley Street  
GLEBD0001119 NSW 2555

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### 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:**

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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 stamp 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.

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>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>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>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW 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 <sup>th</sup> if not);
<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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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 18B of the Swimming Pools Regulation 2008).

## 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*.
- 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 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

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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.

## 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
  - *remittance amount payable*;
  - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**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 14.5 –
- 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 not disclosed in this contract; or
  - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration 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 *servicing* 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not 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, but only 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 *Lodgement 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*;
- 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- 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 *Lodgement 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
  - 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 –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | 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;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>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>ENCL</i> ;  |
| <i>populate title data</i>      | to complete data fields in the <i>Electronic Workspace</i> ; and 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 *remittance amount* 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 *remittance amount*.
- 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.

25 Amberley Street GLEDSDOOD HILLS NSW 2557

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## SPECIAL CONDITIONS

### **Conditions of sale of land by auction**

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If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
    - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
    - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
    - (c) The highest bidder is the purchaser, subject to any reserve price;
    - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
    - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
    - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
    - (g) A bid cannot be made or accepted after the fall of the hammer;
    - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  
  2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
    - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
    - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
    - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
-

- 
3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

## Additional Provisions

### 1. INCONSISTENCY WITH PRINTED CONTRACT

If there is any inconsistency between the printed conditions and these Special Conditions then these Special Conditions shall prevail to the extent of any such inconsistency.

### 2. AMENDMENTS TO PRINTED CONDITIONS

The printed conditions shall be amended in the following manner:

- (a) Clause 16.5 "Plus another 20% of that fee" is deleted;
- (b) Clause 16.8 is amended to "If the vendor requires more than 5 settlement cheques, the vendor must pay \$5.00 for each cheque".
- (c) Clause 7.1.1 "5%" is deleted and replaced with 1%.
- (d) Clause 7.2.1 "10%" is deleted and replaced with 1%.

### 3. DEPOSIT

#### 3.1 Release of Deposit

Notwithstanding any provision contained herein to the contrary the purchaser hereby agrees to release the whole or any part of the deposit paid herein to the vendors to use as a;

- (a) Deposit on any property being purchased by the vendor in New South Wales; or
- (b) For the use by the vendor as stamp duty on any property being purchased by the vendors in New South Wales; or
- (c) For the use by the vendors as monies payable to any discharging mortgagee on completion; or
- (d) An ingoing contribution for a lease pursuant to the Retirement Villages Act; or
- (e) For the payment of a rental bond.

PROVIDED that the vendor does not permit further release of such deposit without the purchaser's consent. This clause shall be sufficient authority to the agent to release the deposit as noted in clause (a-e) herein and precludes the purchaser's written consent to be provided to the agent for such release.

### 4. COMPLETION DATE

#### 4.1 Completion Date

Completion of this Contract shall take place on the date specified on page one of this Contract ("the Completion Date").

#### 4.2. Notice to Complete

- 4.2.1 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by serving upon the other party a Notice to Complete the contract within fourteen (14) days from the date of service of such notice. The parties further agree that the period stipulated in such a notice shall be deemed to be sufficient to allow the parties to complete the contract provided that the said period is not less than fourteen (14) days.

4.2.2 Should it become necessary to issue a Notice to Complete an amount of three hundred and thirty dollars (\$330.00) (inclusive of GST) on account of legal costs incurred by the Vendor as a result of the delay.

#### **4.3 Payment of Interest**

The parties agree that it is an essential term of this Contract that, in the event that completion does not take place by the Completion Date by reason of the Purchaser not being ready, willing and able to complete then the Purchaser must pay Interest on the balance of Purchase Price to the Vendor on completion at the rate of ten percent (10%) per annum calculated on a daily basis from the Completion Date until the actual date of completion (inclusive of both days);

#### **4.4 Genuine Pre-Estimate**

The parties agree that the amounts referred to in Special Condition 4.3 represent a genuine pre-estimate of the liquidation damages likely to be suffered by the Vendor as a result of completion not taking place in accordance with the provisions of this Contract.

### **5. ACCEPTANCE OF PROPERTY**

#### **5.1 Purchaser's Acknowledgement as to Condition**

The Purchaser acknowledges that it has satisfied itself as to, and is purchasing, the property:

- 5.1.1 In its present condition and state of repair;
- 5.1.2 Subject to all defects, latent and patent;
- 5.1.3 Subject to any infestation or dilapidation as regards to the improvements, furnishings and chattels;
- 5.1.4 Subject to all existing services (if any);
- 5.1.5 Subject to any restrictions or prohibition whether statutory or otherwise relating to the zoning of the Property, a permitted development thereon or the use to which the Property may be put.

#### **5.2 No Objection Requisition or Claim**

The purchaser will make no objection, requisition or claim for compensation, or delay settlement, in relation to any of the matters referred to in Special Condition 6.1. The Purchaser shall also not require the carrying out of work or expenditure of any money by the Vendor of or in respect of the Property or structures.

### **6. REPRESENTATIONS WARRANTIES AND ACKNOWLEDGEMENTS BY THE PURCHASER**

#### **6.1 Acknowledgements**

The Purchaser hereby acknowledges and agrees that:

- 6.1.1 It buys the Property relying on its own inspection knowledge and inquiries;



- 6.1.2 As at the date hereof the terms and conditions set out in this contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures or statements made to it prior to the execution hereof.

## **6.2 Warranties**

The Purchaser warrants that:

- 6.2.1 Unless otherwise stated in this Contract it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of the nature of fitness or suitability for any purpose of the Property or any financial return or income to be derived from the Property;
- 6.2.2 It has not been induced to enter into this Contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract; and
- 6.2.3 It has sought, or is aware of its right to seek, independent legal advice and is satisfied as to the obligations and rights of the Purchaser under this Contract, the nature of the Property and the purpose for which the Property may be lawfully used.

## **7. LIQUIDATION, BANKRUPTCY OR DEATH**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either part in law or in equity had this Special Condition not been included:

- 7.1 Should either party, being a natural person or persons shall die or become mentally ill then the other party shall be deemed to have an express right of rescission of this Contract and the provisions of Clause 19 shall apply; or
- 7.2 Should either party, or any one of them, being a natural person is declared bankrupt or enters into a scheme with, or makes any assignment for the benefit of, their creditors or trustee is appointed in respect of that person then the other party shall be deemed to be in breach of this contract in an essential and the provisions of Clause 9 shall apply; or
- 7.3 Should either party, being a corporation resolves to go into liquidation, or provisional liquidation, or have an application for its winding filed, presents or enters into any scheme or arrangement with its creditors, or should any liquidator receiver or official manager of it be appointed then the defaulting party shall be deemed to be in breach of this contract in an essential respect and the provisions of Clause 19 shall apply.

## **8. ENCUMBRANCES AND CAVEAT**

### **8.1.1 Encumbrances**

If a mortgage or caveat is recorded on the folio of the register of the Property the Purchaser must on completion accept a discharge of that mortgage or a withdrawal of caveat so far as it relates to the Property together with an allowance for registration fees.

### **8.1.2 Caveat**

The Purchaser will not lodge a caveat with respect to the property nor with respect to any land in which the property forms part.

**9. SELLING AGENT**

The purchaser warrants that except for the agent or agents, if any, referred to in this Contract he has not been introduced to the Property or to the Vendor by any other estate agent or employee of another estate agent and agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This condition shall not merge upon completion.

**10. REQUISITIONS ON TITLE**

Attached hereto are Residential Property Requisitions on Title. These are the only approved form of requisitions on title that will be accepted and responded to.

**11. SEWER DIAGRAM**

The vendor advises that the only diagram held with regard to the property is the diagram annexed to the contract for sale.

The vendor has met its warranty requirements with regard to the diagram annexed hereto.

The purchaser will not delay, raise any requisition or claim or objection with regard to the non availability of any further diagram.



LAND  
REGISTRY  
SERVICES  
NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
Triconvey (Reseller)  
Ph. 1300 064 452 Fax.

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FOLIO: 4071/1173178  
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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/9/2021	4:12 PM	5	9/9/2018

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

LAND  
-----

LOT 4071 IN DEPOSITED PLAN 1173178  
AT GLEDWOOD HILLS  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1173178

FIRST SCHEDULE  
-----

MICHAEL RONALD HARPER (T AJ617710)

SECOND SCHEDULE (5 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1161618 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (9) IN THE S.88B INSTRUMENT
- 3 DP1173178 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE  
S.88B INSTRUMENT
- 4 DP1173178 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (11) IN THE S.88B INSTRUMENT
- 5 AJ617711 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

193831

PRINTED ON 6/9/2021

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

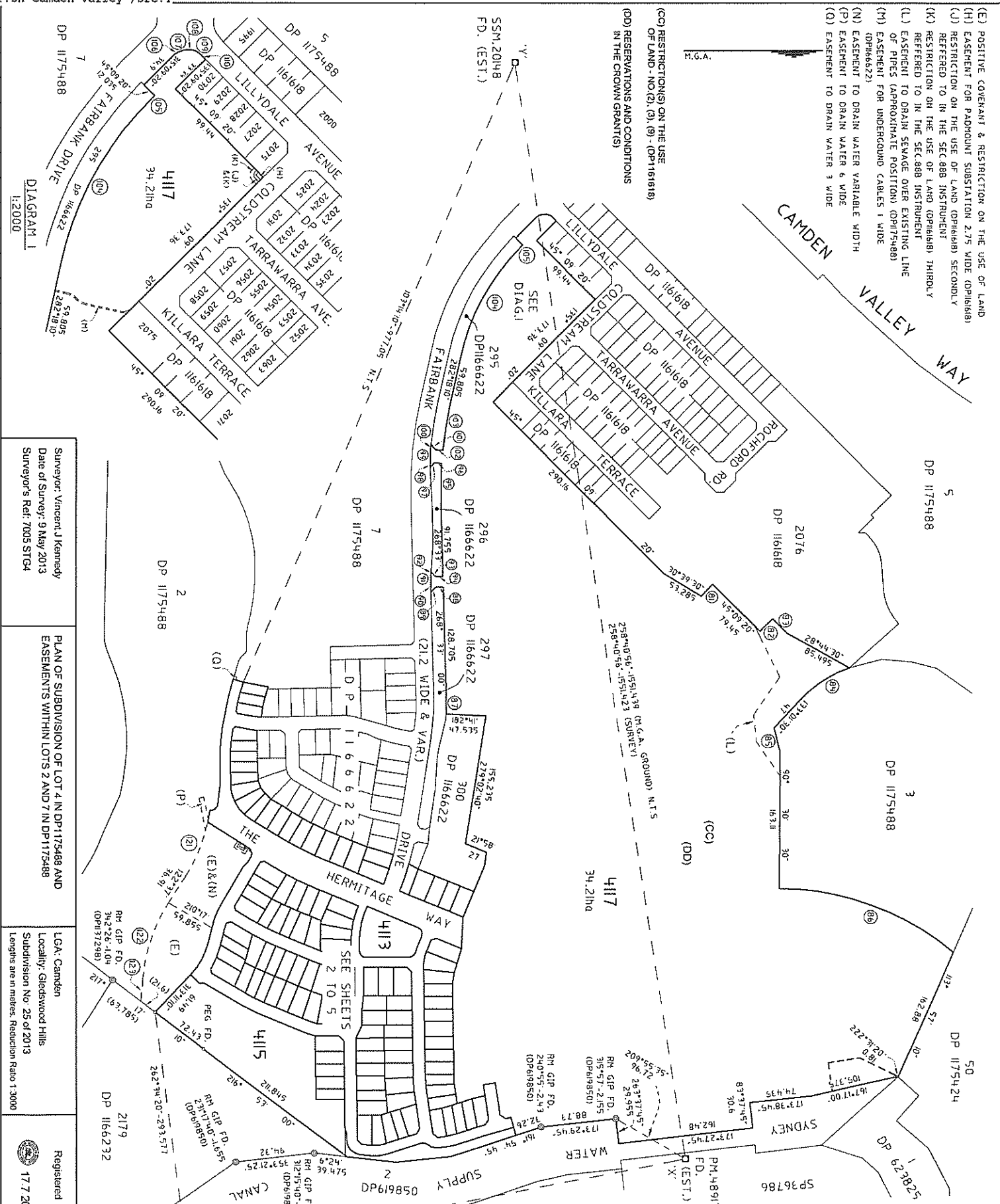
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Received: 06/09/2021 16:12:25

- (E) POSITIVE COVENANT & RESTRICTION ON THE USE OF LAND
- (H) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP161618)
- (J) RESTRICTION ON THE USE OF LAND (DP161618) SECONDLY REFERRED TO IN THE SEC 888 INSTRUMENT
- (K) RESTRICTION ON THE USE OF LAND (DP161618) THIRDLY REFERRED TO IN THE SEC 888 INSTRUMENT
- (L) EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) (DP175488)
- (M) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP161618)
- (N) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (P) EASEMENT TO DRAIN WATER 6 WIDE
- (Q) EASEMENT TO DRAIN WATER 3 WIDE

(CO) RESTRICTIONS ON THE USE OF LAND - NO.(2), (3), (8) - (DP161618)

(DD) RESERVATIONS AND CONDITIONS IN THE CROWN GRANTS)



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
01	315°09'20"	20	21.36	
02	4°05'09'20"	25.18		
03	147°34'40"	70.32	71.085	140
04	76°00'50"	30		
05	270°36'50"	221.235	225.895	320
06	20°11'10"	23.395	23.4	324.8
07	178°33'	8.8		
08	133°33'	8.445		
09	268°33'	12.57		
10	271°40'	10.9	10.905	100
11	274°48'	1.15		
12	44°40'	8.06		
13	358°33'	8.7		
14	271°11'00"	43.635	43.65	475.2
15	184°35'	8.05		
16	135°52'	7.985		
17	267°09'10"	4.985		
18	271°16'	14.365		
19	275°53'	8.52		
20	50°19'	8.38		
21	4°35'	8.8		
22	274°00'40"	54.575	54.605	475.2
23	298°36'30"	147.69	149.705	263
24	314°55'	5.76		
25	326°50'10"	3.645	3.67	9
26	341°23'10"	3.955	3.96	39.5
27	6°12'30"	10.37	10.425	13.87
28	6°12'30"	2.81	2.82	9.5
29	45°09'20"	6.67		
30	45°09'20"	70.75		
31	108°57'	94.56	71.12	200
32	95°16'20"	28.63	95.465	200

Surveyor: Vincent J Kennedy  
 Date of Survey: 9 May 2013  
 Surveyor's Ref: 7005 STG4

PLAN OF SUBDIVISION OF LOT 4 IN DP1175488 AND EASEMENTS WITHIN LOTS 2 AND 7 IN DP1175488

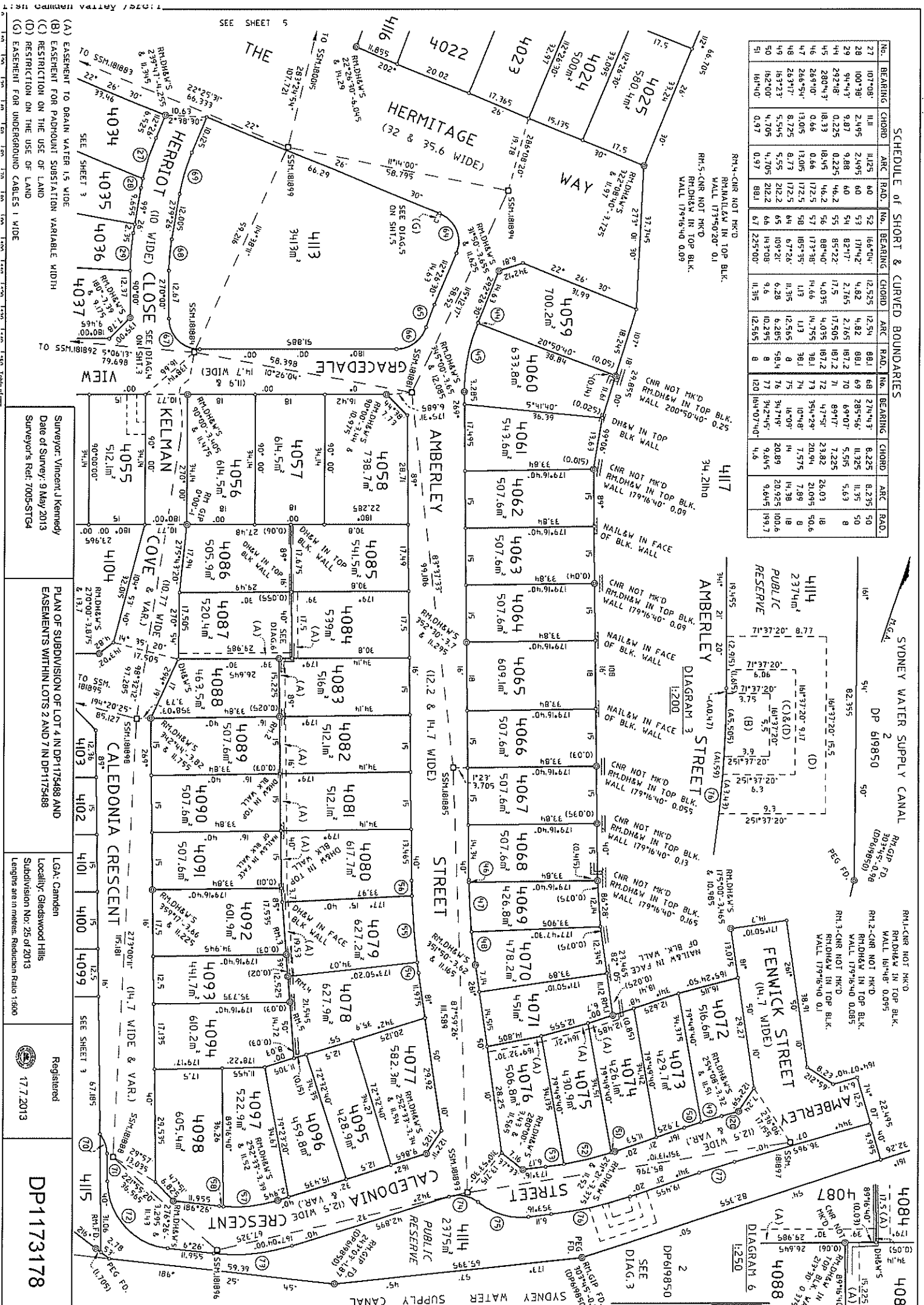
LGA: Camden  
 Locality: Gledswood Hills  
 Subdivision No: 25 of 2013  
 Lengths are in metres. Reduction Ratio 1:3000

Registered  
 17.7.2013

DP1173178

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	R.A.D.	No.	BEARING	CHORD	ARC	R.A.D.
27	107°08'	11.11	11.235	60	52	166°04'	12.525	12.51	80.1
28	100°38'	2.495	2.495	60	53	171°42'	4.82	4.82	60.1
29	94°43'	9.87	9.88	60	54	82°17'	4.82	2.765	187.2
30	292°48'	0.225	0.225	60	55	88°40'	17.5	17.505	187.2
31	280°43'	18.33	18.45	46.2	56	88°40'	4.035	4.035	187.2
32	269°10'	0.66	0.66	172.5	57	173°38'	14.66	14.795	90.1
33	268°54'	13.015	13.015	172.5	58	165°35'	11.3	11.3	90.1
34	268°54'	13.015	13.015	172.5	59	104°24'	17.5	17.5	90.1
35	163°23'	5.555	5.555	212.2	60	104°24'	17.5	17.5	90.1
36	162°00'	4.705	4.705	212.2	61	104°24'	17.5	17.5	90.1
37	161°40'	0.97	0.97	80.1	62	104°24'	17.5	17.5	90.1
38					63	104°24'	17.5	17.5	90.1
39					64	104°24'	17.5	17.5	90.1
40					65	104°24'	17.5	17.5	90.1
41					66	104°24'	17.5	17.5	90.1
42					67	104°24'	17.5	17.5	90.1
43					68	104°24'	17.5	17.5	90.1
44					69	104°24'	17.5	17.5	90.1
45					70	104°24'	17.5	17.5	90.1
46					71	104°24'	17.5	17.5	90.1
47					72	104°24'	17.5	17.5	90.1
48					73	104°24'	17.5	17.5	90.1
49					74	104°24'	17.5	17.5	90.1
50					75	104°24'	17.5	17.5	90.1
51					76	104°24'	17.5	17.5	90.1
52					77	104°24'	17.5	17.5	90.1
53					78	104°24'	17.5	17.5	90.1
54					79	104°24'	17.5	17.5	90.1
55					80	104°24'	17.5	17.5	90.1
56					81	104°24'	17.5	17.5	90.1
57					82	104°24'	17.5	17.5	90.1
58					83	104°24'	17.5	17.5	90.1
59					84	104°24'	17.5	17.5	90.1
60					85	104°24'	17.5	17.5	90.1
61					86	104°24'	17.5	17.5	90.1
62					87	104°24'	17.5	17.5	90.1
63					88	104°24'	17.5	17.5	90.1
64					89	104°24'	17.5	17.5	90.1
65					90	104°24'	17.5	17.5	90.1
66					91	104°24'	17.5	17.5	90.1
67					92	104°24'	17.5	17.5	90.1
68					93	104°24'	17.5	17.5	90.1
69					94	104°24'	17.5	17.5	90.1
70					95	104°24'	17.5	17.5	90.1
71					96	104°24'	17.5	17.5	90.1
72					97	104°24'	17.5	17.5	90.1
73					98	104°24'	17.5	17.5	90.1
74					99	104°24'	17.5	17.5	90.1
75					100	104°24'	17.5	17.5	90.1
76					101	104°24'	17.5	17.5	90.1
77					102	104°24'	17.5	17.5	90.1
78					103	104°24'	17.5	17.5	90.1
79					104	104°24'	17.5	17.5	90.1
80					105	104°24'	17.5	17.5	90.1
81					106	104°24'	17.5	17.5	90.1
82					107	104°24'	17.5	17.5	90.1
83					108	104°24'	17.5	17.5	90.1
84					109	104°24'	17.5	17.5	90.1
85					110	104°24'	17.5	17.5	90.1
86					111	104°24'	17.5	17.5	90.1
87					112	104°24'	17.5	17.5	90.1
88					113	104°24'	17.5	17.5	90.1
89					114	104°24'	17.5	17.5	90.1
90					115	104°24'	17.5	17.5	90.1
91					116	104°24'	17.5	17.5	90.1
92					117	104°24'	17.5	17.5	90.1
93					118	104°24'	17.5	17.5	90.1
94					119	104°24'	17.5	17.5	90.1
95					120	104°24'	17.5	17.5	90.1



SEE SHEET 5

(A) EASEMENT TO DRAIN WATER 1.5 WIDE  
 (B) EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH  
 (C) RESTRICTION ON THE USE OF LAND  
 (D) RESTRICTION ON THE USE OF LAND  
 (E) EASEMENT FOR UNDERGROUND CABLES 1 WIDE

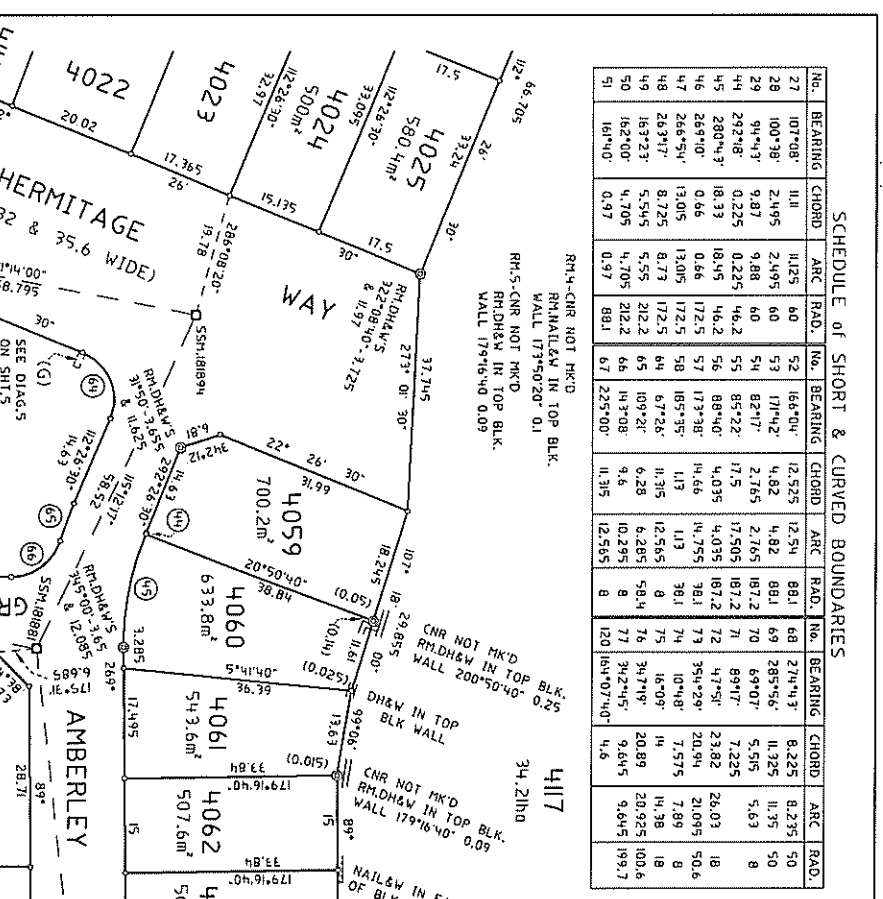
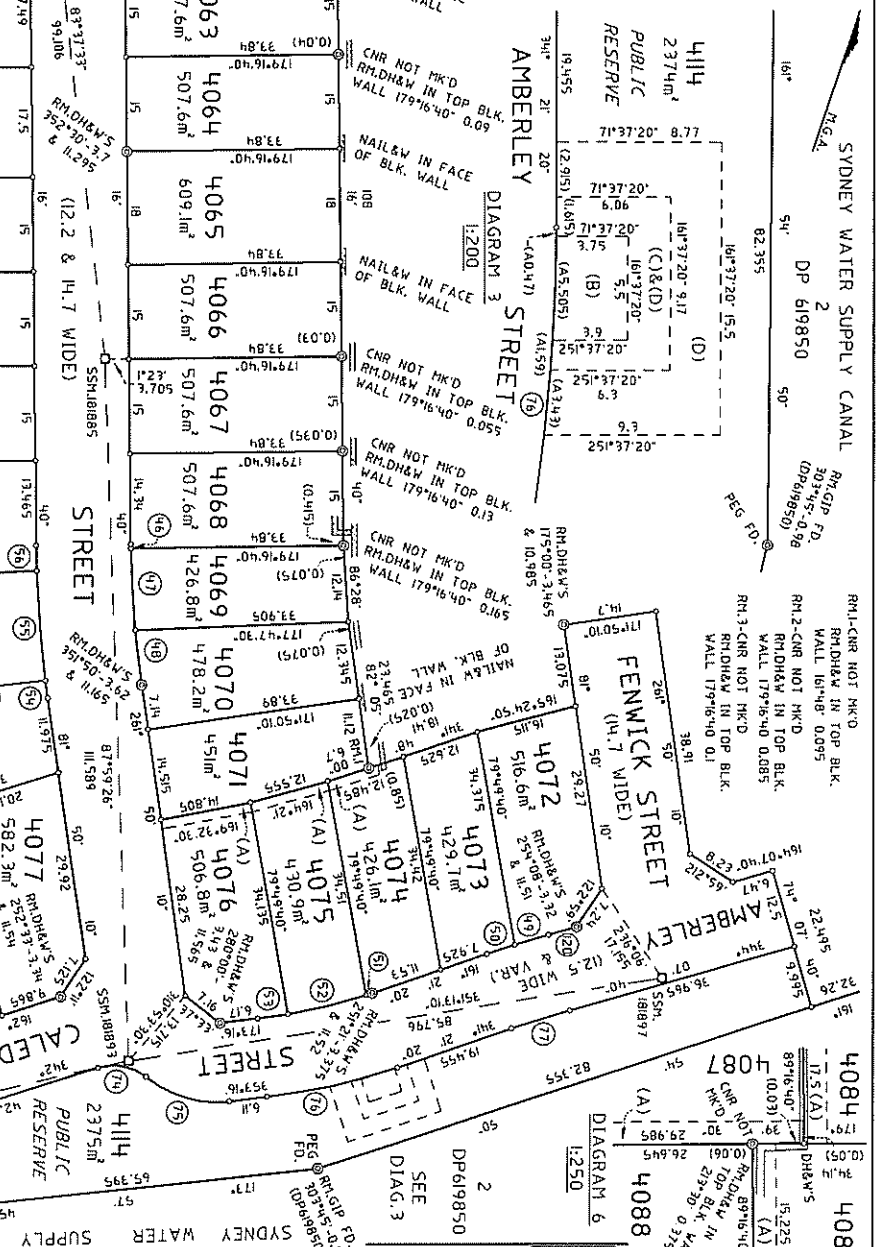
Surveyor: Vincent J Kennedy  
 Date of Survey: 9 May 2013  
 Surveyor's Ref: 7005-STG4

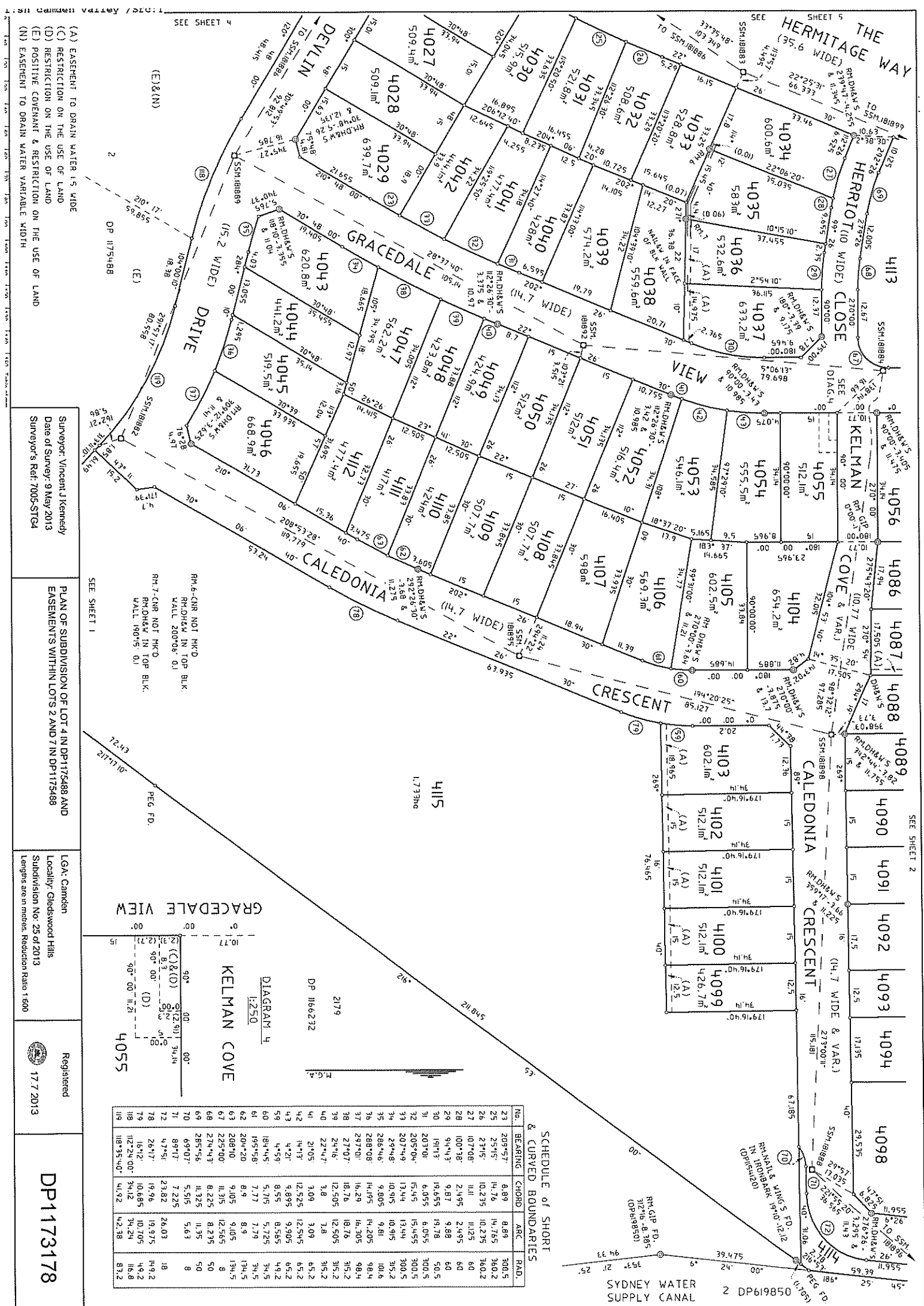
PLAN OF SUBDIVISION OF LOT 4 IN DP1175488 AND EASEMENTS WITHIN LOTS 2 AND 7 IN DP1175488

LG&: Camden  
 Locality: Glendwood Hills  
 Subdivision No: 25 of 2013  
 Lengths are in metres. Reduction Ratio: 1:600

Registered  
 17.7.2013

DP1173178





- (A) EASTERN TO DRAIN WATER 15 WIDE
- (C) RESTRICTION ON THE USE OF LAND
- (D) RESTRICTION ON THE USE OF LAND
- (E) POSITIVE COVENANT & RESTRICTION ON THE USE OF LAND
- (N) EASEMENT TO DRAIN WATER VARIABLE WIDTH

Surveyor Vincent J. Kennedy  
 Date of Survey 9 May 2013  
 Surveyor's Ref: 7005-ST64

PLAN OF SUBDIVISION OF LOT 4 IN DP1173178 AND  
 EASEMENTS WITHIN LOTS 2 AND 7 IN DP1173178

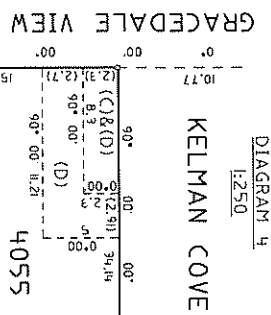
L.G.A. Camden  
 Locality: Gledswood Hills  
 Subdivision No: 25 of 2013  
 Lengths are in metres, Reduction Ratio 1:600

Registered  
 17 7 2013

DP1173178

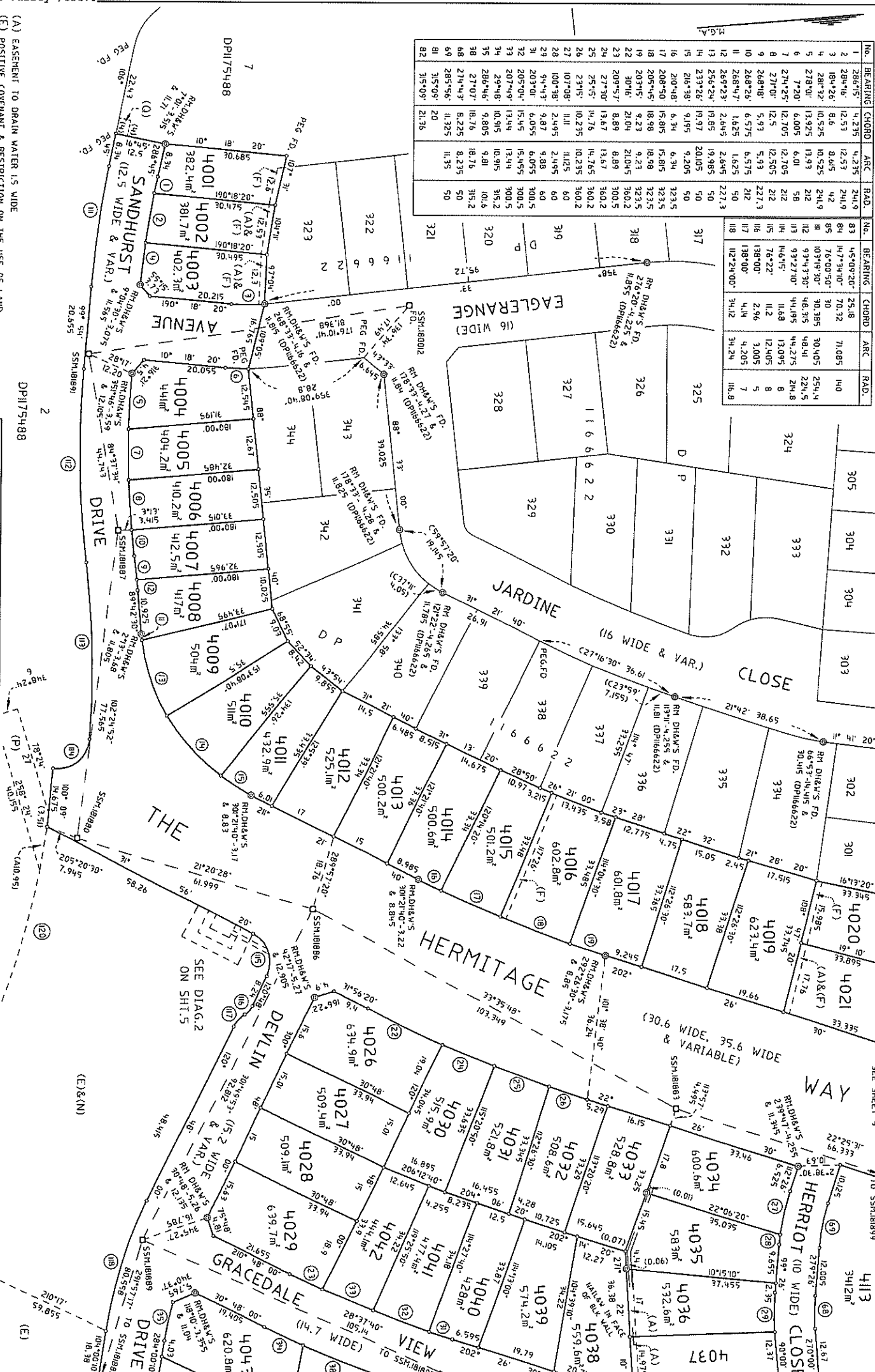
**SCHEDULE OF SHORT & CURVED BOUNDARIES**

NO.	BEARING	CHORD	ARC	RAD.
23	209°57'	8.89	8.89	300.5
25	25°15'	14.76	14.76	360.2
26	23°15'	10.235	10.235	360.2
27	107°08'	11.11	11.25	60
28	100°38'	2.995	2.495	60
29	94°43'	9.81	9.88	60
30	191°13'	19.695	19.78	50.5
31	203°10'	6.055	6.055	300.5
32	205°04'	15.45	15.45	300.5
33	207°49'	13.44	13.44	300.5
34	29°44'	10.915	10.915	315.2
35	286°46'	9.805	9.81	100.6
36	268°08'	14.495	14.205	98.4
37	297°10'	16.29	16.305	98.4
38	27°07'	18.76	18.76	315.2
39	24°16'	12.505	12.505	315.2
40	22°47'	3.8	3.8	315.2
41	21°05'	3.08	3.09	65.2
42	14°13'	12.545	12.545	65.2
43	4°21'	9.895	9.905	65.2
44	4°59'	8.55	8.565	49.2
45	181°45'	5.715	5.725	34.5
46	195°56'	7.77	7.79	34.5
47	204°20'	8.9	8.9	134.5
48	208°10'	9.005	9.005	134.5
49	225°00'	11.315	12.505	8
50	285°56'	11.325	11.35	50
51	69°07'	5.515	5.63	8
70	89°17'	7.225	7.225	18
71	89°17'	23.82	26.03	18
72	47°45'	19.96	19.975	10.685
78	26°17'	16.412	10.705	10.685
79	142°24'00"	34.12	34.24	18.6
119	183°30'00"	41.92	42.38	83.2



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RAD.	No.	BEARING	CHORD	ARC	RAD.
1	286°45'	4.235	4.235	241.9	83	45°00'20"	25.18	71.085	140
2	284°46'	12.53	8.845	241.9	84	147°34'00"	70.72	71.085	140
3	184°26'	8.6	8.615	241.9	85	76°00'50"	30.385	30.405	254.4
4	218°00'	13.925	13.93	241.9	86	107°19'50"	40.315	40.315	224.5
5	218°00'	13.925	13.93	241.9	87	93°43'30"	44.195	44.275	214.8
6	7°20'	6.005	6.01	58	112	93°27'10"	44.195	44.275	214.8
7	274°25'	12.705	12.705	212	113	162°22'	112.405	112.405	5
8	274°25'	12.705	12.705	212	114	138°00'	4.14	4.205	7
9	268°26'	6.575	6.575	212	115	112°24'00"	34.12	34.24	116.8
10	268°26'	6.575	6.575	212	116				
11	268°47'	1.625	1.625	50	117				
12	269°23'	1.985	1.985	50	118				
13	233°26'	19.97	20.105	50					
14	218°38'	9.195	9.205	50					
15	218°38'	9.195	9.205	50					
16	218°38'	9.195	9.205	50					
17	208°50'	15.885	15.885	323.5					
18	208°50'	15.885	15.885	323.5					
19	208°50'	15.885	15.885	323.5					
20	208°50'	15.885	15.885	323.5					
21	208°50'	15.885	15.885	323.5					
22	209°57'	8.89	8.89	300.5					
23	209°57'	8.89	8.89	300.5					
24	27°30'	13.67	13.67	360.2					
25	25°15'	14.76	14.765	360.2					
26	23°15'	10.235	10.235	360.2					
27	107°08'	11.11	11.25	60					
28	100°38'	2.495	2.495	60					
29	94°43'	9.87	9.88	60					
30	203°01'	6.055	6.055	300.5					
31	203°01'	6.055	6.055	300.5					
32	203°01'	6.055	6.055	300.5					
33	207°49'	13.44	13.44	300.5					
34	284°46'	10.805	10.81	315.2					
35	284°46'	10.805	10.81	315.2					
36	27°07'	18.76	18.76	315.2					
37	274°25'	11.325	11.325	50					
38	274°25'	11.325	11.325	50					
39	315°09'	20	11.325	50					
40	315°09'	20	11.325	50					
41	315°09'	20	11.325	50					
42	315°09'	20	11.325	50					



(A) EASEMENT TO DRAIN WATER 1.5 WIDE  
 (E) POSITIVE COVENANT & RESTRICTION ON THE USE OF LAND  
 (F) EASEMENT TO DRAIN WATER 1.5 WIDE (DRIVE 6.6222)  
 (N) EASEMENT TO DRAIN WATER VARIABLE WIDTH  
 (P) EASEMENT TO DRAIN WATER 6 WIDE  
 (O) EASEMENT TO DRAIN WATER 3 WIDE

Surveyor: Vincent J Kennedy  
 Date of Survey: 9 May 2013  
 Surveyor's Ref: 7005-STG4

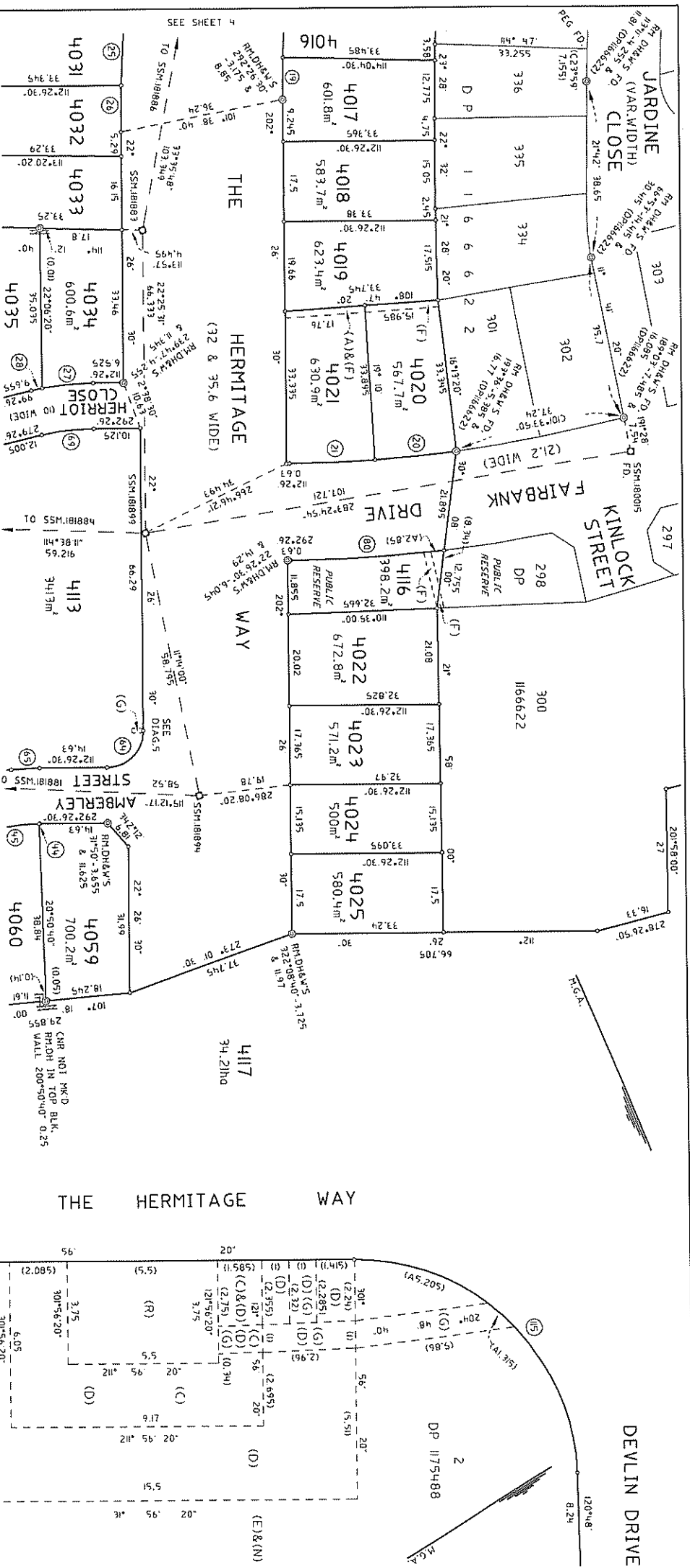
PLAN OF SUBDIVISION OF LOT 4 IN DP1175488 AND EASEMENTS WITHIN LOTS 2 AND 7 IN DP1175488

LGA: Camden  
 Locality: Gledswood Hills  
 Subdivision No: 25 of 2013  
 Lengths are in metres. Reduction Ratio 1:500

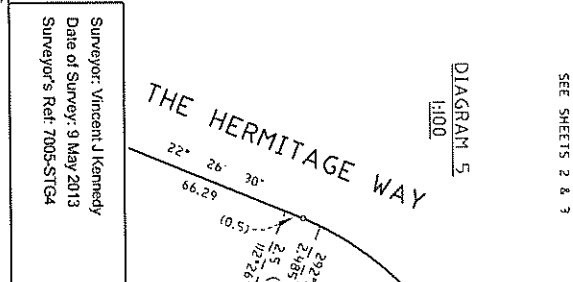
Registered  
 17.7.2013

DP1173178





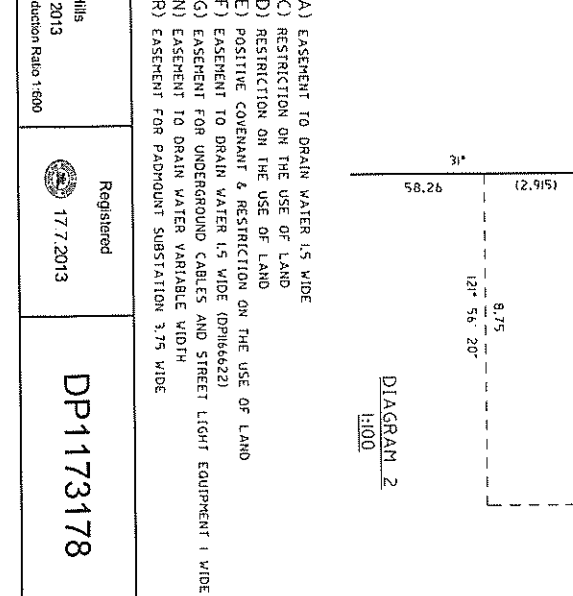
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SSM2048	293 444.003	6 233 763.000	B	2	SCIMS	SCIMS
PM48917	294 965.423	6 234 667.604	B	2	SCIMS	SCIMS
PM48918	295 081.477	6 233 471.228	B	2	SCIMS	SCIMS
SSM18001	294 440.978	6 233 597.208	C	3	CAD TRAV	PLACED
SSM18002	294 566.478	6 233 733.695	C	3	CAD TRAV	PLACED
SSM18003	294 735.673	6 233 744.481	C	3	CAD TRAV	PLACED
SSM18004	294 742.366	6 233 983.262	C	3	CAD TRAV	PLACED
SSM18005	294 645.988	6 233 684.044	C	3	CAD TRAV	PLACED
SSM18006	294 725.117	6 233 641.717	C	3	CAD TRAV	PLACED
SSM18007	294 834.187	6 233 752.484	C	3	CAD TRAV	PLACED
SSM18008	294 588.799	6 233 561.332	C	3	CAD TRAV	PLACED
SSM18009	294 940.484	6 233 520.259	C	3	CAD TRAV	PLACED
SSM18010	294 718.027	6 233 604.668	C	3	CAD TRAV	PLACED
SSM18011	294 667.652	6 233 512.981	C	3	CAD TRAV	PLACED
SSM18012	294 936.316	6 233 683.574	C	3	CAD TRAV	PLACED
SSM18013	294 945.107	6 233 756.397	C	3	CAD TRAV	PLACED
SSM18014	294 682.745	6 233 766.402	C	3	CAD TRAV	PLACED
SSM18015	294 800.240	6 233 581.733	C	3	CAD TRAV	PLACED
SSM18016	294 960.776	6 233 690.780	C	3	CAD TRAV	PLACED
SSM18017	294 932.610	6 233 841.888	C	3	CAD TRAV	PLACED
SSM18018	294 821.329	6 233 669.608	C	3	CAD TRAV	PLACED
SSM18019	294 671.221	6 233 708.374	C	3	CAD TRAV	PLACED



PLAN OF SUBDIVISION OF LOT 4 IN DP1175488 AND EASEMENTS WITHIN LOTS 2 AND 7 IN DP1175488

Surveyor: Vincent J Kennedy  
Date of Survey: 9 May 2013  
Surveyor's Ref: 7005-STG4


No.	BEARING	CHORD	ARC	RADIUS
19	203°45'	9.23	9.23	323.5
20	106°45'	17.71	17.71	288.8
21	107°33'	19.04	19.04	289.8
25	25°15'	14.76	14.76	366.2
26	23°15'	10.235	10.235	366.2
27	107°08'	11.11	11.25	60
28	100°38'	2.495	2.495	60
44	282°18'	0.225	0.225	46.2
45	280°43'	18.33	18.45	46.2
64	67°28'	11.315	12.585	8
65	109°21'	6.28	6.285	58.4
69	285°56'	11.325	11.35	50
80	289°19'	33.775	33.795	310



Registered  
Locality: Gledswood Hills  
Subdivision No. 25 of 2013  
17.7.2013  
DP1173178

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  17.7.2013  
 Title System: TORRENS  
 Purpose: SUBDIVISION

Office Use Only

Office Use Only

DP1173178

PLAN OF SUBDIVISION OF LOT 4 IN DP1175488 AND EASEMENTS WITHIN LOTS 2 AND 7 IN DP1175488

LGA: CAMDEN  
 Locality: GLEDSWOOD HILLS  
 Parish: NARELLAN  
 County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

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

Survey Certificate

I, Vincent Jonathon Kennedy  
 of Youdale Strudwick & Co. PO Box 491 Chatswood NSW 2057  
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~\*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 9 May 2013.~~

~~\*(b) The part of the land shown in the plan (~~\*being\*~~<sup>^</sup>excluding .....  
 .....  
 was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation.~~

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

Signature:  Dated: 24/5/13.

Surveyor ID: 8366

Datum Line: X-Y

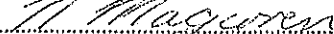
Type: \*Urban/\*Rural

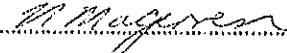
The terrain is \*Level-Undulating / \*Steep-Mountainous.

\*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

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

Signature:  .....  
 Accreditation number: .....  
 Consent Authority: Camden Council  
 Date of endorsement: 21st June 2013  
 Subdivision Certificate number: 25 of 2013  
 File number: DA 1182 / 2011

\*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

IT IS INTENDED TO DEDICATE AMBERLEY STREET, CALEDONIA CRESCENT, THE HERMITAGE WAY, GRACEDALE VIEW, SANDHURST DRIVE, DEVLIN DRIVE, HERRIOT CLOSE, KELMAN COVE, FENWICK STREET, AND THE EXTENSIONS OF FAIRBANK DRIVE AND EAGLERANGE AVENUE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 4116 AND LOT 4114 TO THE PUBLIC AS PUBLIC RESERVE.

Plans used in the preparation of survey/compilation.

DP 1166622, DP1161618, DP1153216, DP1137298, DP795836, DP619850, DP547127, DP1086849, DP583364, DP223407, DP1137298.

If space is insufficient continue on PLAN FORM 6A


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

Surveyor's Reference: 7005-STG4

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Registered:  17.7.2013

**PLAN OF SUBDIVISION OF LOT 4 IN  
DP1175488 AND EASEMENTS WITHIN LOTS  
2 AND 7 IN DP1175488**

Subdivision Certificate number: ..... 25 of 2013 .....

Date of Endorsement: ..... 21st June 2013 .....

Office Use Only

# DP1173178

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

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


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

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH
3. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHT EQUIPMENT 1 WIDE
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. POSITIVE COVENANT
7. RESTRICTION ON THE USE OF LAND
8. POSITIVE COVENANT
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. EASEMENT TO DRAIN WATER VARIABLE WIDTH
13. EASEMENT TO DRAIN WATER 6 WIDE
14. EASEMENT TO DRAIN WATER 3 WIDE
15. POSITIVE COVENANT
16. EASEMENT FOR PADMOUNT SUB STATION 3.75 WIDE

TO RELEASE;

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY DP1166622
2. EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE CREATED BY DP1166622

Signed for and on behalf of SH Camden Valley Pty. Ltd. (ACN 137 331 376) pursuant to section 127 Corporations Act 2001.



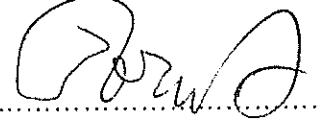
.....

Director Secretary

**Kohji Fukano**

.....

Name (print)



.....

Director

**Toru Abe**


.....

Name (print)

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  17.7.2013

Office Use Only

Office Use Only

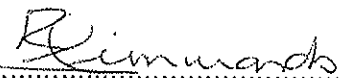
PLAN OF SUBDIVISION OF LOT 4 IN DP1175488 AND EASEMENTS WITHIN LOTS 2 AND 7 IN DP1175488

DP1173178

Subdivision Certificate number: 25 of 2013  
Date of Endorsement: 21st June 2013

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to Power of Attorney Book 4640 No.572 in the presence of:

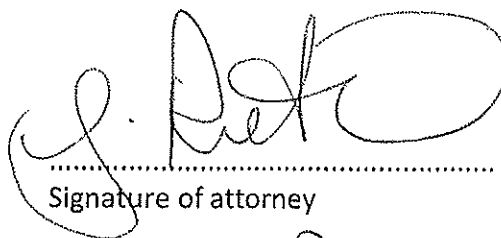


Signature of witness

Raymond Simmonds

Name of witness

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148



Signature of attorney

Name: Geoff Rethmiller  
Position: Network Property Mgr

Date of execution: 28-5-2013

Reference: URS 13036

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7005-STG4

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

(Sheet 1 of 9)

Plan: **DP1173178**

Subdivision of Lot 4 in DP1175488 and Easements within lots 2 and 7 in DP1175488 covered by Council Subdivision Certificate No. *25 of 2013*

Full name and address of the owner of the land:

SH Camden Valley Pty. Ltd.  
Gnd Floor, 68 Waterloo Road  
Macquarie Park NSW 2113  
ACN 137 331 376

**PART 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain Water 1.5 wide	4002 4003 4021 4036 4037 4074 4075 4076 4079 4080 4081 4082 4083 4084 4087  4099 4100 4101 4102 4103	4001. 4002, 4001. 4020. 4035. 4036, 4035. 4117. 4074, 4117. 4075, 4074, 4117. 4078. 4079, 4078. 4080, 4079, 4078. 4081, 4080, 4079, 4078. 4082, 4081, 4080, 4079, 4078. 4085. 4085, 4084, 4083, 4082, 4081, 4080, 4079, 4078. 4115. 4099, 4115. 4100, 4099, 4115. 4101, 4100, 4099, 4115. 4102, 4101, 4100, 4099, 4115.
2	Easement for Padmount Substation variable width	4114	Endeavour Energy
3	Easement for Underground Cables and Street Light Equipment 1 wide	2/1175488, 4113	Endeavour Energy
4	Restriction on the Use of Land	2/1175488, 4055, 4114.	Endeavour Energy

*[Signature]*  
Council Authorised Person

(Sheet 2 of 9)

Plan: **DP1173178**

Subdivision of Lot 4 in DP1175488 and  
Easements within lots 2 and 7 in  
DP1175488 covered by Council  
Subdivision Certificate No. 25 of 2013

5	Restriction on the Use of Land	2/1175488, 4055, 4114.	Endeavour Energy
6	Positive Covenant	2/1175488	Camden Council
7	Restriction on the Use of Land	2/1175488	Camden Council
8	Positive Covenant	4001 to 4112 incl.	Camden Council
9	Restriction on the Use of Land	4020, 4021, 4022 to 4026 incl, 4030 to 4034 incl, 4059 and 4060.	Camden Council
10	Restriction on the Use of Land	4004 to 4011 incl, 4017 to 4020 incl, 4022 to 4028 incl, 4030 to 4059 incl, 4068 to 4069 incl, 4075 to 4081 incl, 4090 to 4105 incl, 4107 to 4112 incl.	Camden Council
11	Restriction on the Use of Land	Each and every lot except lots 4113 to 4117 inclusive.	Each and every other lot except lots 4113 to 4117 inclusive.
12	Easement to Drain Water variable width	2/1175488	Camden Council
13	Easement to Drain Water 6 wide	2/1175488	Camden Council
14	Easement to Drain Water 3 wide	7/1175488	Camden Council
15	Positive Covenant	4034 to 4037 incl.	Camden Council
16	Easement for Padmount Substation 3.75 wide	2/1175488	Endeavour Energy

*M. Maguire*  
.....  
Council Authorised Person

Plan: **DP1173178**

Subdivision of Lot 4 in DP1175488 and Easements within lots 2 and 7 in DP1175488 covered by Council Subdivision Certificate No. 25 of 2013

**PART 1A**

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre, to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriageway variable width created by DP116622	4/1175488	Camden Council
2	Easement for Underground Cables 1.5 wide created by DP116622	4/1175488	Endeavour Energy

**PART 2**

**Terms of the Easements secondly and sixteenthly referred to in the abovementioned plan.**

An Easement for Padmount Substation designated (B) and (R) in the above mentioned plan, as set out in Memorandum 9262886 filed at Land and Property Information New South Wales, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

**Terms of the Easement thirdly referred to in the abovementioned plan.**

An Easement for Underground Cables and Street Light Equipment 1 wide designated (G) as set out in Memorandum 9262885 filed at Land and Property Information New South Wales, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1 and adding the word streetlight column and streetlight equipment to clause 5.3

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

1. No building shall be erected or permitted to remain within the restriction site designated (C) in the abovementioned plan unless:

  
 Council Authorised Person

(Sheet 4 of 9)

Plan: **DP1173178**

Subdivision of Lot 4 in DP1175488 and  
Easements within lots 2 and 7 in  
DP1175488 covered by Council  
Subdivision Certificate No. 25 of 2013

- 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and,
  - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and the owner provides the authority benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions:
- 3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
  - 3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
  - 3.3 **"erect"** includes construct, install, build and maintain.
  - 3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site designated (D) in the abovementioned plan.
2. Definitions:
  - 2.1 **"erect"** includes construct, install and maintain.
  - 2.2 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

  
.....  
Council Authorised Person



Plan: **DP1173178**

Subdivision of Lot 4 in DP1175488 and Easements within lots 2 and 7 in DP1175488 covered by Council Subdivision Certificate No. *25 of 2013*

**Terms of the Positive Covenant sixthly referred to in the abovementioned plan.**

The proprietor of the land hereby burdened (herein called 'the proprietor') shall covenant with Camden Council (herein called 'the Council') at all times in respect of the land hereby burdened, designated (E) in the abovementioned plan, containing the modified "construction" on site detention/sediment control basin and water quality facility, and/or permanent water quality facility, herein called 'the basin' to;

- (a) construct, clean maintain and repair all pits, tanks pipe lines, orifice plates, trench barriers, walls, earth banks and other structures;
- (b) maintain the existing surface levels;
- (c) regularly mow and remove grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin PROVIDED HOWEVER that Camden Council shall have the right enter upon the burdened lot with all necessary materials and equipment at all reasonable time and on reasonable times and on reasonable notice but at any time and without notice in the case of an emergency;
  - (i) to view the state of repair of the basin;
  - (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
  - (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date receipt by the proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith upon demand.

**Terms of Restriction on the Use of Land seventhly referred to in the abovementioned plan.**

The proprietor of the land hereby burdened covenants with Council that the part designated (E) in the abovementioned plan, containing the modified "construction" on site detention/sediment control basin and water quality facility, and/or permanent water quality facility, herein called 'the basin' must not be altered, or removed in part, or structures erected thereon without the prior consent of Council.

*M. Maguire*  
 .....  
 Council Authorised Person

(Sheet 6 of 9)

Plan: **DP1173178**

Subdivision of Lot 4 in DP1175488 and  
Easements within lots 2 and 7 in  
DP1175488 covered by Council  
Subdivision Certificate No. *25 of 2013*

**Terms of Positive Covenant eighthly referred to in the abovementioned plan.**

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the Report On Salinity Investigation and Management Plan "Stages 3 & 4 The Hermitage Estate, Catherine Field" prepared by Douglas Partners, project 34295.01, dated November 2011."

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

No building shall be constructed on the land hereby burdened unless alternate ventilation is provided, that being mechanical ventilation or air conditioning which meets the requirements of the Building Code of Australia, and in accordance with table 6.1 of the acoustic report 210 126 R03v2-1 "The Hermitage - Stage 4 Catherine Field" prepared by PKA Acoustic Consulting.

**Terms of Restriction on the Use of Land tenthly referred to in the abovementioned plan.**

No building shall be constructed on the land hereby burdened being a filled lot unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

**Terms of Restriction on the Use of Land eleventhly referred to in the abovementioned plan.**

1. No development shall occur on any lot hereby burdened unless such development is in accordance with the "Chisholm's Corner Design Guidelines - second and third release" version 1 or as amended.
2. No development shall occur on any lot hereby burdened unless such development has received SH Camden Valley Pty. Ltd "Design Endorsement" in accordance with the "Chisholm's Corner Design Guidelines- second and third release" version 1 or as amended.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on the burdened lot.
4. No caravan, trailer, mobile home, transportable dwelling or boat shall be parked in front of the front building line of the burdened lot.

  
.....  
Council Authorised Person

(Sheet 7 of 9)

Plan: **DP1173178**

Subdivision of Lot 4 in DP1175488 and  
Easements within lots 2 and 7 in  
DP1175488 covered by Council  
Subdivision Certificate No. 25 of 2013

5. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of SH Camden Valley Pty Ltd or its successors.
6. No further subdivision or consolidation of the lots hereby burdened shall be permitted without the prior written consent of SH Camden Valley Pty Ltd or its successors.
7. For as long as SH Camden Valley Pty Ltd or its nominated successors is the registered proprietor of adjacent land, SH Camden Valley Pty Ltd will have no liability to contribute to the cost or carrying out of fencing work.

This restriction on use shall cease to have effect on the expiry of the period of ten (10) years from the dated of registration of the Deposited Plan to which this instrument relates.

**Terms of Positive Covenant fifteenthly referred to in the abovementioned plan.**

The proprietor of the land hereby burdened covenants with Council that waste bins be collected from the following locations;

1. Lots 4034 and 4035 – waste bins are to be placed on The Hermitage Way,
2. Lots 4036 and 4037 – waste bins are to be placed on Gracedale View

**Name of person or authority empowered to release, vary or modify the Easements, Positive Covenants or Restrictions on the Use of Land firstly, sixthly, seventhly, eighthly, ninthly, tenthly, twelfthly, thirteenthly, fourteenthly and fifteenthly referred to in the abovementioned plan.**

Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release, vary or modify the Easements and Restrictions on the Use of Land secondly, thirdly, fourthly, fifthly and sixteenthly referred to in the abovementioned plan.**

Endeavour Energy. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

  
.....  
Council Authorised Person

(Sheet 8 of 9)

Plan: **DP1173178**

Subdivision of Lot 4 in DP1175488 and  
Easements within lots 2 and 7 in  
DP1175488 covered by Council  
Subdivision Certificate No. *25 of 2013*

**Name of person or authority empowered to release, vary or modify the Restriction on the Use of Land eleventhly referred to in the abovementioned plan.**

SH Camden Valley Pty. Ltd. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

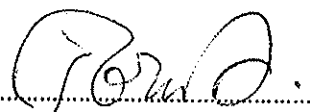
Signed for and on behalf of SH Camden Valley  
Pty. Ltd. (ACN 137 331 376) pursuant to section  
127 Corporations Act 2001



Director Secretary

**Kohji Fukano**

Name (print)



Director

**Toru Abe**

Name (print)

  
Council Authorised Person

Plan: **DP1173178**

Subdivision of Lot 4 in DP1175488 and Easements within lots 2 and 7 in DP1175488 covered by Council Subdivision Certificate No. 25 of 2013

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to Power of Attorney Book 4640 No.572 in the presence of:

Raymond Simmonds

Signature of witness

Raymond Simmonds

Name of witness

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Geoff Riethmuller

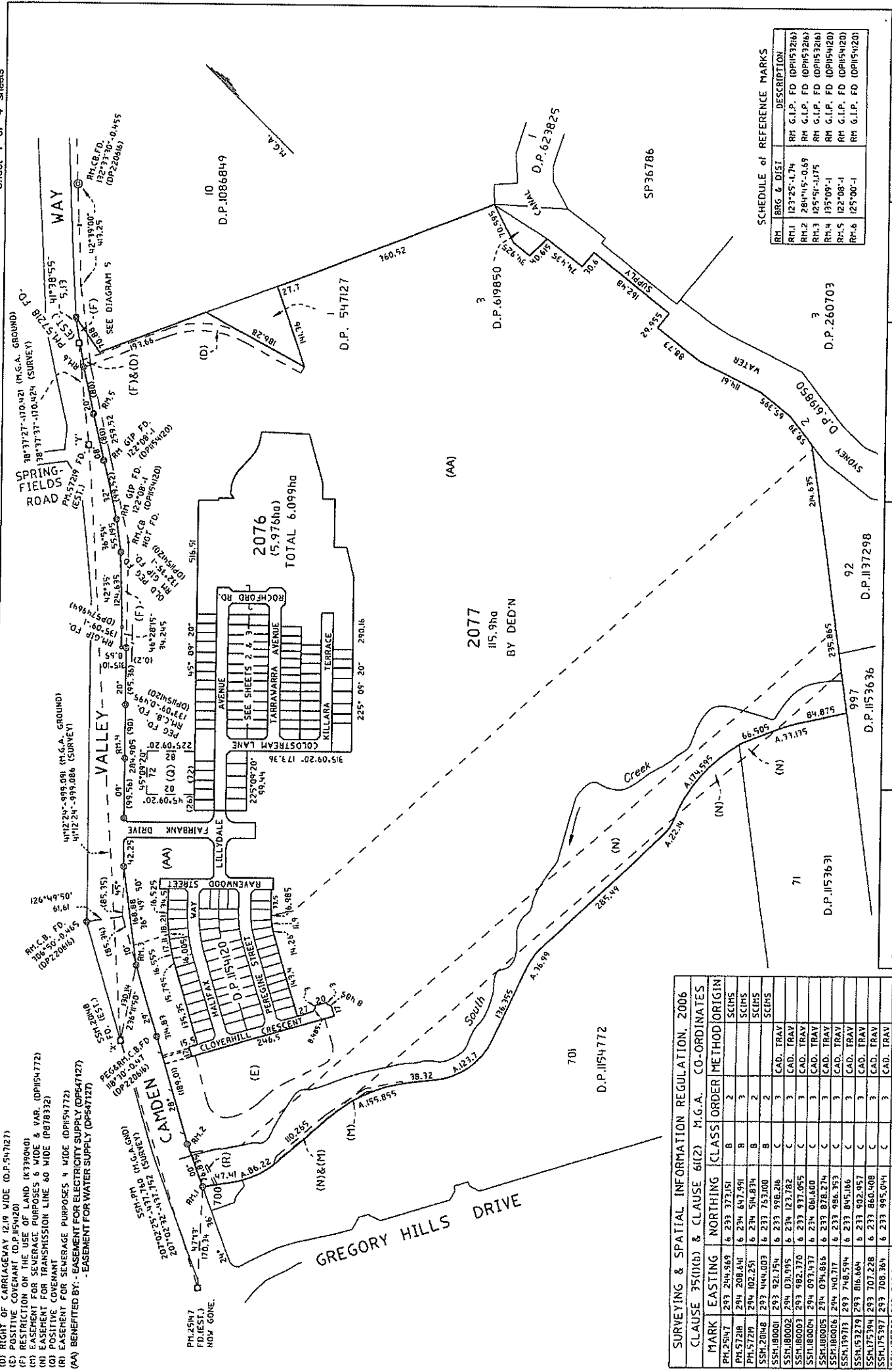
Signature of attorney

Name: Geoff Riethmuller  
Position: Network Property Mgr  
Date of execution: 28-5-2013

Reference: URS 13036

M Maguire  
Council Authorised Person

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF REFERENCE MARKS

RM	BRG & DIST.	DESCRIPTION
RM-1	123°25'-1.74	RM G.I.P. FD (DP1153216)
RM-2	284°45'-0.69	RM G.I.P. FD (DP1153216)
RM-3	125°51'-1.75	RM G.I.P. FD (DP1153216)
RM-4	125°09'-1	RM G.I.P. FD (DP1154120)
RM-5	122°08'-1	RM G.I.P. FD (DP1154120)
RM-6	125°00'-1	RM G.I.P. FD (DP1154120)

DP1161618

Registered  
3.2.2012

LGA: CAMDEN  
Locality: GLEDSWOOD HILLS  
Subdivision No: 56 / 2011  
Lengths are in metres. Reduction Ratio 1:1000

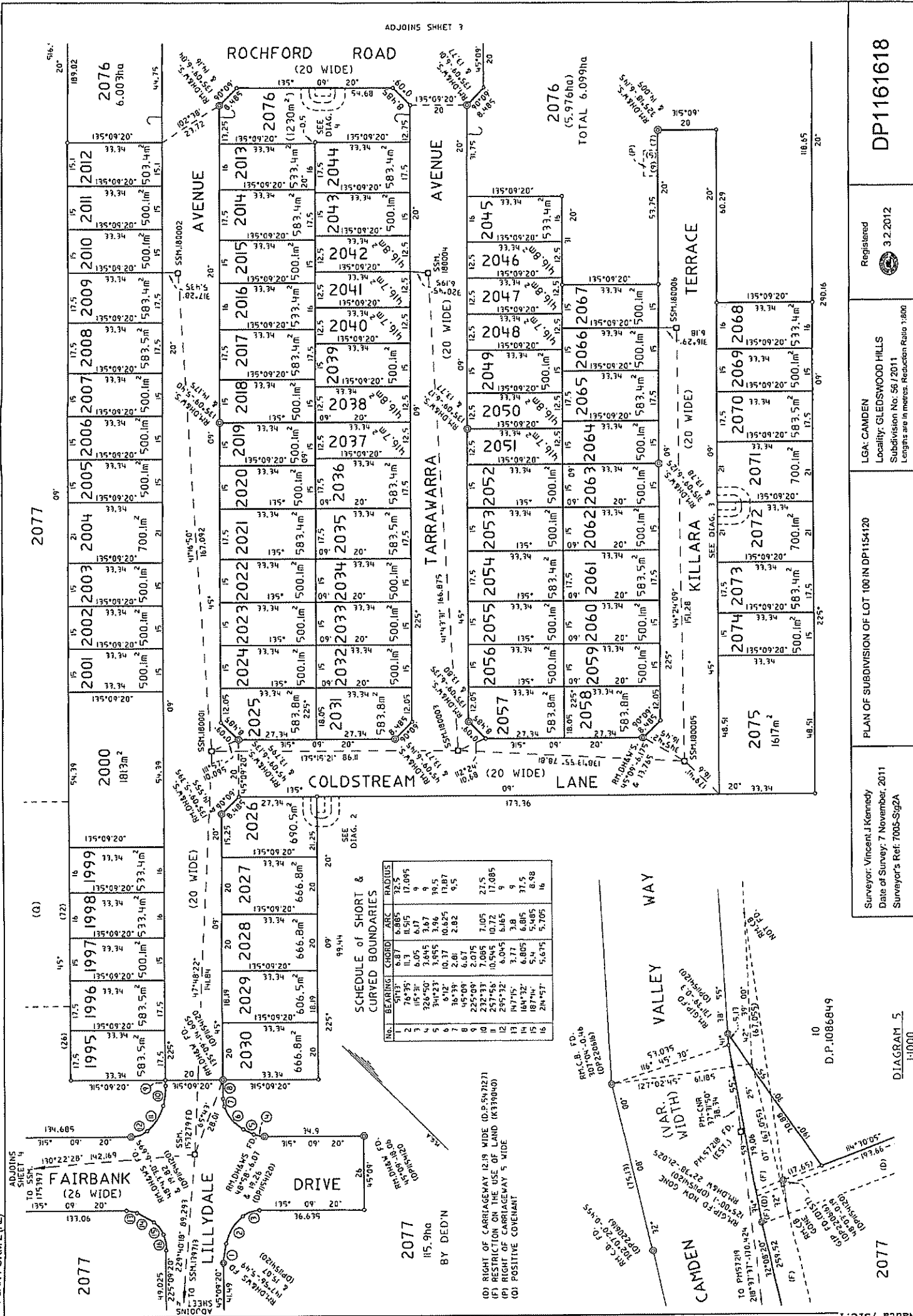
PLAN OF SUBDIVISION OF LOT 100 IN DP1154120

Surveyor: Vincent J Kennedy  
Date of Survey: 7 November 2011  
Surveyor's Ref: 7005-Sig2A

SURVEYING & SPATIAL INFORMATION REGULATION, 2006

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PH.2547	293 244.969	6 233 373.151	B	2	SCMS	
PH.2548	294 208.641	6 234 647.991	B	3	SCMS	
PH.57219	294 102.251	6 234 514.834	B	2	SCMS	
SSM.20148	293 444.003	6 233 763.100	B	2	SCMS	
SSM.180001	293 921.154	6 233 998.216	C	3	CAD. TRAV	
SSM.180002	294 031.995	6 234 123.782	C	3	CAD. TRAV	
SSM.180003	293 982.370	6 233 937.055	C	3	CAD. TRAV	
SSM.180004	294 097.117	6 234 064.600	C	3	CAD. TRAV	
SSM.180005	294 094.865	6 233 878.274	C	3	CAD. TRAV	
SSM.199713	293 748.594	6 233 846.353	C	3	CAD. TRAV	
SSM.63219	293 816.664	6 233 802.057	C	3	CAD. TRAV	
SSM.175394	293 707.228	6 233 860.408	C	3	CAD. TRAV	
SSM.175397	293 708.364	6 233 995.044	C	3	CAD. TRAV	
SSM.175700	293 765.944	6 233 804.776	C	3	CAD. TRAV	

MGA CO-ORDINATES ADOPTED FROM S.C.L.M.S. AS AT 30 SEPTEMBER, 2011  
COMBINED SCALE FACTOR 1.00006  
ZONE 56



ADJOINS SHEET 3

2077 189.02 135°09'20" 33.34 15.1 2012 500.1m<sup>2</sup> 503.4m<sup>2</sup> 135°09'20" 33.34 15.1 2010 500.1m<sup>2</sup> 503.4m<sup>2</sup> 135°09'20" 33.34 15.1 2009 500.1m<sup>2</sup> 503.4m<sup>2</sup> 135°09'20" 33.34 15.1 2008 500.1m<sup>2</sup> 503.4m<sup>2</sup> 135°09'20" 33.34 15.1 2007 500.1m<sup>2</sup> 503.4m<sup>2</sup> 135°09'20" 33.34 15.1 2006 500.1m<sup>2</sup> 503.4m<sup>2</sup> 135°09'20" 33.34 15.1 2005 500.1m<sup>2</sup> 503.4m<sup>2</sup> 135°09'20" 33.34 15.1 2004 700.1m<sup>2</sup> 700.1m<sup>2</sup> 135°09'20" 33.34 15.1 2003 500.1m<sup>2</sup> 500.1m<sup>2</sup> 135°09'20" 33.34 15.1 2002 500.1m<sup>2</sup> 500.1m<sup>2</sup> 135°09'20" 33.34 15.1 2001 500.1m<sup>2</sup> 500.1m<sup>2</sup> 135°09'20" 33.34 15.1 2000 1813m<sup>2</sup> 54.39 54.39

2076 6.003ha (6,003m<sup>2</sup>)

2076 6.009ha (6,009m<sup>2</sup>)

2076 5.976ha (5,976m<sup>2</sup>)

TOTAL 6.099ha

2013 12.30m<sup>2</sup> (12,30m<sup>2</sup>)

2043 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2044 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2045 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2046 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2047 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2048 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2049 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2050 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2051 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2052 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2053 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2054 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2055 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2056 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2057 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2058 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2059 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2060 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2061 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2062 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2063 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2064 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2065 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2066 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2067 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2068 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2069 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2070 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2071 700.1m<sup>2</sup> (700,1m<sup>2</sup>)

2072 700.1m<sup>2</sup> (700,1m<sup>2</sup>)

2073 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2074 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2075 1617m<sup>2</sup> (1,617m<sup>2</sup>)

2076 33.34m<sup>2</sup> (33,34m<sup>2</sup>)

2077 1617m<sup>2</sup> (1,617m<sup>2</sup>)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	Bearing	Chord	Arc	Radius
1	113°35'20"	6.87	6.885	32.5
2	107°58'20"	11.3	10.95	17.095
3	15°28'20"	6.06	6.17	9
4	228°33'	3.855	3.94	39.5
5	147°15'	10.37	10.625	13.87
6	38°33'	2.81	2.82	9.5
7	45°09'	6.67	6.67	9.5
8	225°09'	2.075	2.075	27.5
9	232°33'	7.085	7.085	27.5
10	232°33'	10.545	10.72	17.085
11	257°58'	6.045	6.165	9
12	295°32'	3.77	3.8	38
13	147°15'	6.805	6.805	37.5
14	184°32'	5.4	5.485	8.98
15	187°16'	5.675	5.705	16
16	284°57'	5.675	5.705	16

PLAN OF SUBDIVISION OF LOT 100 IN DP1161618

LGA: CAMDEN

Locality: GLEDSWOOD HILLS

Subdivision No: 56/2011

Lengths are in metres. Reduction Ratio 1:800

Registered

3.2.2012

DP1161618

Surveyor: Vincent J Kennedy

Date of Survey: 7 November, 2011

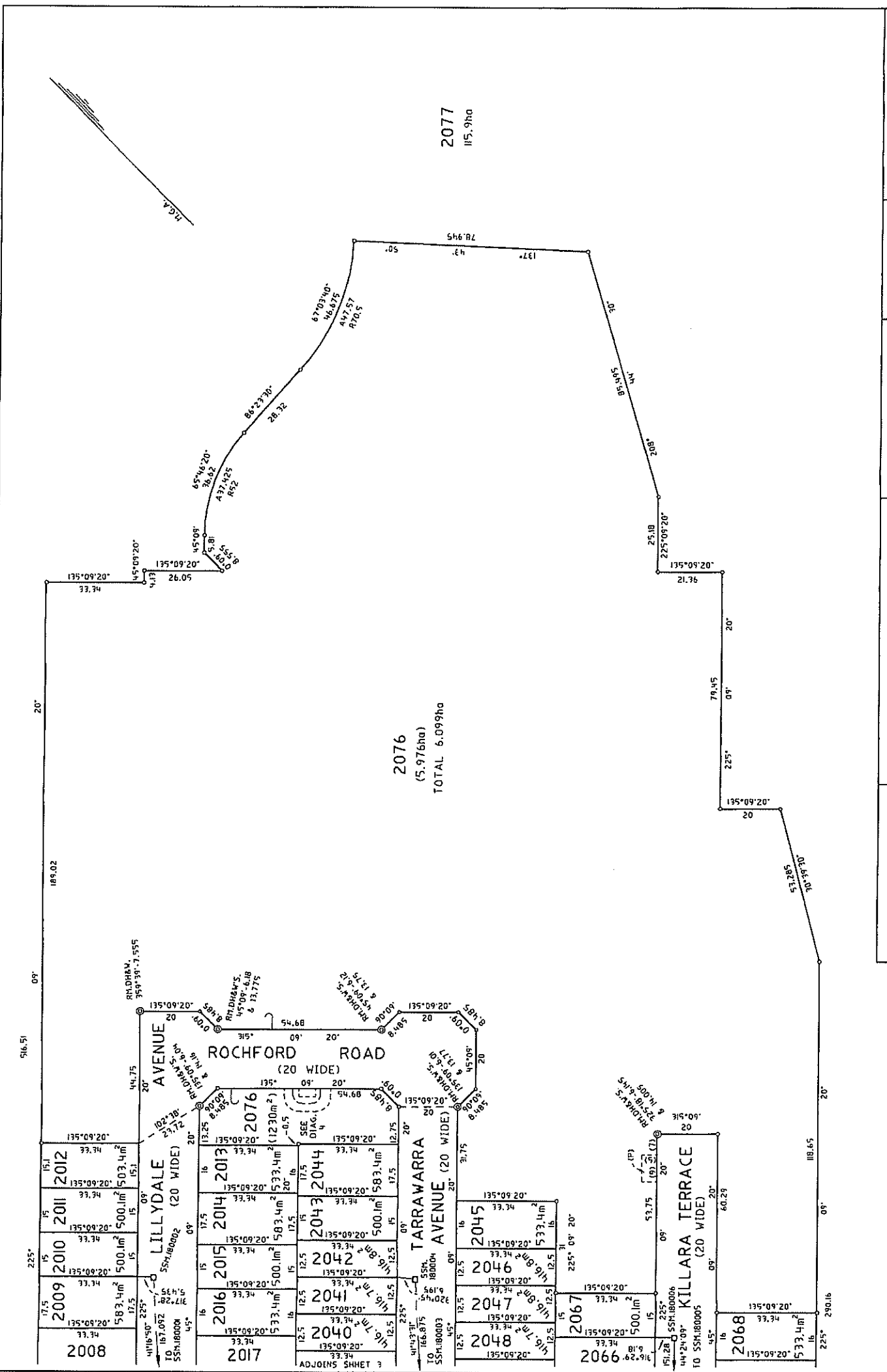
Surveyor's Ref: 7005-Sg2A

DIAGRAM 5

1:1000

D.P. 1086849

2077



2077  
115.9ha

2076  
(5.976ha)  
TOTAL 6.099ha

Registered  
3.2.2012

LGA: CAMDEN  
Locality: GLEDSDWOOD HILLS  
Subdivision No: 56 / 2011  
Lengths are in metres. Reduction Ratio 1:800

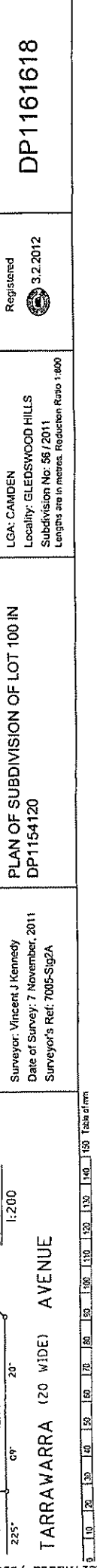
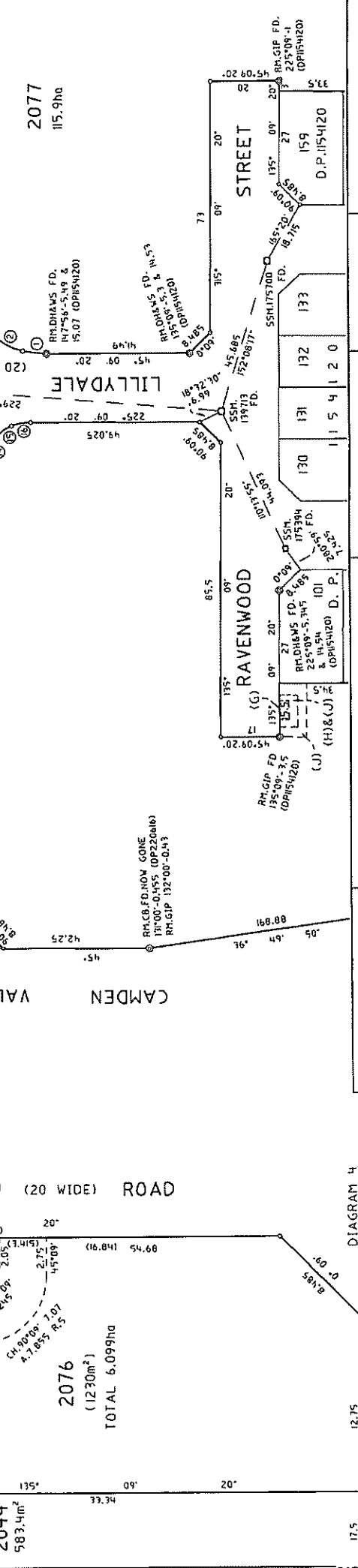
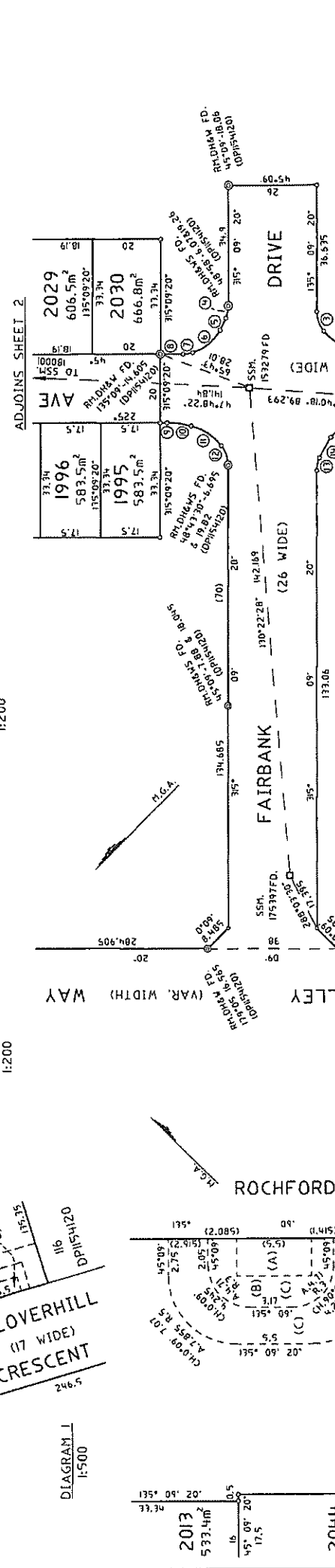
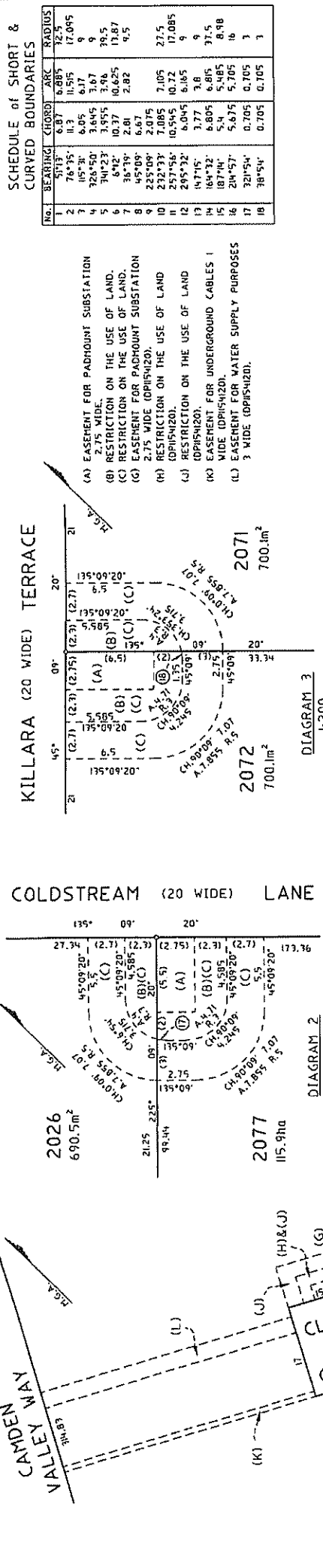
PLAN OF SUBDIVISION OF LOT 100 IN DP1154120

Surveyor: Vincam J Kennedy  
Date of Survey: 7 November, 2011  
Surveyor's Ref: 7005-Sig2A

DP1161618

(P) RIGHT OF CARRIAGEWAY 5 WIDE





**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	Bearing	Chord	ARC	RADIUS
1	76°35'	11.3	11.915	17.095
2	105°38'	6.05	6.17	9
3	326°50'	3.645	3.67	9.5
4	314°23'	3.955	3.98	17.87
5	6°42'	10.37	10.625	17.87
6	36°39'	2.81	2.82	9.5
7	45°09'	6.67	6.67	21.5
8	225°09'	7.085	7.085	17.085
9	232°33'	7.085	7.085	17.085
10	257°56'	6.045	6.165	9
11	295°32'	6.805	6.815	31.5
12	147°15'	3.77	3.8	9
13	164°32'	6.805	6.815	31.5
14	187°44'	5.4	5.485	8.98
15	187°44'	5.4	5.485	8.98
16	214°57'	5.675	5.705	16
17	321°54'	0.705	0.705	1
18	384°54'	0.705	0.705	1

- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
- (B) RESTRICTION ON THE USE OF LAND.
- (C) RESTRICTION FOR PADMOUNT SUBSTATION 2.75 WIDE (DP154120).
- (D) RESTRICTION ON THE USE OF LAND (DP154120).
- (E) RESTRICTION ON THE USE OF LAND (DP154120).
- (F) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP154120).
- (G) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE (DP154120).

**PLAN OF SUBDIVISION OF LOT 100 IN DP1154120**

Surveyor: Vincent J Kennedy  
Date of Survey: 7 November, 2011  
Surveyor's Ref: 7005-Sig2A

Registered  
3.2.2012

Locality: GLEDSWOOD HILLS  
Subdivision No: 56 (2011)  
Lengths are in metres. Reduction Ratio: 1:800

LGA: CAMDEN

DP1161618

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

\* OFFICE USE ONLY

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

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

1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RIGHT OF CARRIAGEWAY 5 WIDE
5. POSITIVE COVENANT
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. POSITIVE COVENANT
12. RESTRICTION ON THE USE OF LAND

TO RELEASE:

1. EASEMENT FOR ELECTRICITY SUPPLY 1.525 WIDE, 2.44 WIDE & VARIABLE CREATED BY DP547127 (PARTIAL).
2. EASEMENT FOR WATER SUPPLY 1.525 WIDE & VARIABLE CREATED BY DP547127 (PARTIAL).

(Cont...page 2)

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Subdivision Certificate

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


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

*J. Swan*  
 \* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council  
 Date of Endorsement: 20th December 2011  
 Accreditation no: .....  
 Subdivision Certificate no: 56 / 2001  
 File no: DA 1305 / 2009

\* Delete whichever is inapplicable.

DP1161618 \*

Registered:  3.2.2012 \*  
 Title System: TORRENS  
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 100 IN DP1154120

LGA: CAMDEN  
 Locality: GLEDSDOOD HILLS  
 Parish: NARELLAN  
 County: CUMBERLAND

Survey Certificate

I, Vincent Jonathon Kennedy of Youdale Strudwick & Co. P/L Suite 4, 114 Hampden Rd, Artarmon, Fax 9419 4762 a surveyor registered under the Surveying & Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying & Spatial Information Regulation, 2006 and was completed on: 7 November 2011.

The survey relates to lots 1995 to 2076 incl. and part of lot 2077.  
 (Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *V. Kennedy* Dated 23/12/11  
 Surveyor registered under the Surveying & Spatial Information Act, 2002

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

Plans used in the preparation of survey/compilation

DP1153216, DP795836, DP220616, DP619850,  
 DP547127, DP1086849, DP583364, DP223407,  
 DP1137298, DP360116

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

SURVEYOR'S REFERENCE: 7005-STG2A

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 IN  
DP1154120

DP1161618

Registered:  3.2.2012

\* OFFICE USE ONLY

Subdivision Certificate No: 56 / 2011

Date of Endorsement: 20th December 2011

IT IS INTENDED TO DEDICATE COLDSTREAM LANE,  
TARRAWARRA AVENUE, KILLARA TERRACE, ROCHFORD ROAD  
AND THE EXTENSION OF LILLYDALE AVENUE TO THE  
PUBLIC AS PUBLIC ROAD.


Signed for and on behalf of SH Camden Valley  
Pty. Ltd. (ACN 137 331 376) pursuant to section  
127 Corporations Act 2001



Director Secretary

**Kohji Fukano**

Name (print)



Director

**Toru Abe**

Name (print)

KS.

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

(Sheet 1 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120  
 covered by Council Subdivision  
 Certificate No. *56/2011*

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

SH Camden Valley Pty. Ltd.  
 Gnd Floor, 68 Waterloo Road  
 Macquarie Park NSW 2113  
 ACN 137 331 376

**PART 1**

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 Padmount Substation 2.75 wide.	2072, 2076, 2077	Endeavour Energy
2	Restriction on the Use of Land	2026, 2071, 2072, 2076, 2077	Endeavour Energy
3	Restriction on the Use of Land	2026, 2071, 2072, 2076, 2077	Endeavour Energy
4	Right of carriageway 5 wide	2076	Camden Council
5	Positive Covenant	2077	Camden Council
6	Restriction on the Use of Land	1995 to 1998 incl, 2004 to 2012 incl, 2015 to 2019 incl, 2058 to 2074 incl.	Camden Council
7	Restriction on the Use of Land	Each and every lot except lots 2000, 2075 & 2077	Camden Council
8	Restriction on the Use of Land	Each and every lot except lots 2000, 2075, 2076 & 2077	Each and every other lot except lots 2000, 2075, 2076 & 2077
9	Restriction on the Use of Land	Each and every lot	Each and every other lot
10	Restriction on the Use of Land	1995 to 1999 incl. & 2001 to 2012 incl.	Camden Council
11	Positive Covenant	1995 to 1999 incl. & 2001 to 2012 incl.	Camden Council
12	Restriction on the Use of Land	2077	Camden Council

*JASwan*  
 Council Authorised Person

(Sheet 2 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120  
covered by Council Subdivision  
Certificate No. 56/2011

**PART 1A**

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre, to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Electricity 1.525 wide, 2.44 wide & variable created by DP547127 (partial)	1/547127	Each & every lot except lot 2077
2	Easement for Water Supply 1.525 wide & variable created by DP547127 (partial)	1/547127	Each & every lot except 2077

**PART 2**

**1. Terms of the Easement firstly referred to in the abovementioned plan.**

An Easement for Padmount Substation designated (A) as set out in Memorandum 9262886 filed at Land and Property Management Authority New South Wales, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

**2. Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan.**

1. No building shall be erected or permitted to remain within the restriction site designated (B) in the abovementioned plan unless:

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

1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and the owner provides the authority benefited with an engineer's certificate to this effect.

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

  
.....  
Council Authorised Person

(Sheet 3 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120  
covered by Council Subdivision  
Certificate No. *56/2011*

3. Definitions:

- 3.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 3.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
- 3.3 "erect" includes construct, install, build and maintain.
- 3.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

3. **Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan.**

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site designated (C) in the abovementioned plan.
2. Definitions:
  - 2.1 "erect" includes construct, install and maintain.
  - 2.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

5. **Terms of Positive Covenant fifthly referred to in the abovementioned plan.**

The proprietor of the land hereby burdened (herein called 'the proprietor') shall covenant with Camden Council (herein called 'the Council') at all times in respect of the land hereby burdened, designated (Q) in the abovementioned plan, containing the modified "construction" on site detention/sediment control basin and water quality facility, and/or permanent water quality facility, herein called 'the basin' to;

- (a) construct, clean maintain and repair all pits, tanks pipe lines, orifice plates, trench barriers, walls, earth banks and other structures;
- (b) maintain the existing surface levels;
- (c) regularly mow and remove grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin PROVIDED HOWEVER that Camden Council shall have the right enter

  
.....  
Council Authorised Person

(Sheet 4 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120  
covered by Council Subdivision  
Certificate No. *56/2011*

upon the burdened lot with all necessary materials and equipment at all reasonable time and on reasonable times and on reasonable notice but at any time and without notice in the case of an emergency;

- (i) to view the state of repair of the basin;
- (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
- (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date receipt by the proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith up demand.

**6. Terms of Restriction on the Use of Land sixthly referred to in the abovementioned plan.**

No building shall be constructed on the land burdened being a filled lot unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

**7. Terms of Restriction on the Use of Land seventhly referred to in the abovementioned plan.**

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan under "Section 9 and 10" in the report titled "Report On Salinity Assessment And Management Plan: DA2 The Hermitage Camden Hills, Prepared for Sekisui House Camden Valley Pty Ltd, Prepared by Douglas Partners, Project 40741.32, dated September 2010."

  
.....  
Council Authorised Person

(Sheet 5 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120  
covered by Council Subdivision  
Certificate No. 56/2011

**8. Terms of Restriction on the Use of Land eighthly referred to in the abovementioned plan.**

1. No development shall occur on any lot hereby burdened unless such development is in accordance with the "Hardys Rise Design Guidelines" version 1 or as amended.
2. No development shall occur on any lot hereby burdened unless such development has received Sekisui House "Design Endorsement" in accordance with the "Hardys Rise Design Guidelines" version 1 or as amended.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on the burdened lot.
4. No caravan, trailer, mobile home, transportable dwelling or boat shall be parked in front of the front building line of the burdened lot.
6. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of SH Camden Valley Pty Ltd or its successors.

This restriction on use shall cease to have effect on the expiry of the period of ten (10) years from the dated of registration of the Deposited Plan to which this instrument relates.

**9. Terms of Restriction on the Use of Land ninthly referred to in the abovementioned plan.**

For as long as SH Camden Valley Pty Ltd or its nominated successors is the registered proprietor of adjacent land, SH Camden Valley Pty Ltd will have no liability to contribute to the cost or carrying out of fencing work.

  
.....  
Council Authorised Person



(Sheet 6 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120  
covered by Council Subdivision  
Certificate No. *56/2011*

**10. Terms of Restriction on the Use of Land tenthly referred to in the abovementioned plan.**

Some rooms within dwellings will require windows to be closed to meet internal noise criteria, as prescribed by PKA Acoustic Consulting Report "Stage 2A S96 Mound and Fence Changes" dated 31 October, 2011. As a result, the provision of alternative ventilation (possibly mechanical, provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required.

The above mentioned terms of restriction applies to the lots hereby burdened as follows;

All lots

Upper floors - All living areas and bedrooms with windows facing  
Camden Valley Way,  
Ground floor - All bedrooms facing Camden Valley Way.

Lots 1995 and 2001

Upper floor - All Living areas and bedrooms with windows to the south  
western façade of the dwelling on the burdened lot,

Lots 1999 and 2012

Upper floor - All Living areas and bedrooms with windows to the north  
eastern façade of the dwelling on the burdened lot.

**11. Terms of Positive Covenant eleventhly referred to in the abovementioned plan.**

To maintain suitable acoustic conditions, the proprietor of the land hereby burdened shall construct a 1.8m high fence in accordance with the locations identified in PKA Acoustic Consulting Report "Stage 2A S96 Mound and Fence Changes" dated 31 October, 2011.

The fence is to be of double lapped 15 millimetre timber board construction, allowing a continuous thickness of 30 millimetres.

  
.....  
Council Authorised Person

(Sheet 7 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120  
covered by Council Subdivision  
Certificate No. *56/2011*

No person must alter, remove or destroy any part of the fence which forms part of the acoustic barrier without the **prior approval of Camden Council** and that the landowners or their assigns must maintain the acoustic barrier in good order at all times. If the acoustic barrier is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.

**12. Terms of Restriction on the Use of Land twelfthly referred to in the abovementioned plan.**

No person must alter, remove or destroy any part of the earth mound on the burdened lot which forms part of the acoustic barrier without the **prior approval of Camden Council** and that the landowners or their assigns must maintain the acoustic barrier in good order at all times. If the acoustic barrier is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.

**Name of person or authority empowered to release, vary or modify the Easements or Restrictions firstly, secondly & thirdly referred to in the abovementioned plan.**

Endeavour Energy. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release, vary or modify the Easements, Restrictions and Positive Covenants fourthly, fifthly, sixthly, seventhly, tently, eleventhly and twelfthly referred to in the abovementioned plan.**

The Council of Camden. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release, vary or modify the Restriction eighthly and ninthly referred to in the abovementioned plan.**

SH Camden Valley Pty. Ltd. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

  
.....  
Council Authorised Person

(Sheet 8 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120  
covered by Council Subdivision  
Certificate No. *56/2011*

Signed for and on behalf of SH Camden Valley  
Pty. Ltd. (ACN 137 331 376) pursuant to section  
127 Corporations Act 2001



.....  
Director Secretary

**Kohji Fukano**

.....  
Name (print)



.....  
Director

**Toru Abe**

.....  
Name (print)



.....  
Council Authorised Person

(Sheet 9 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120  
covered by Council Subdivision  
Certificate No. 56/2011

Signed on behalf of Endeavour Energy ABN  
59 253 130 878 by its Attorney pursuant to  
Power of Attorney Book 4613 No.641 in the  
presence of:

*R Simmonds*

Signature of witness

*Raymond Simmonds*

Name of witness

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

*J. Riethmuller*

Signature of attorney

Name: *Geoff Riethmuller*

Position: *Network Property Mgr*

Date of execution: *16-11-2011*

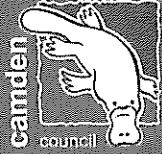
Reference: *URS 12229*

REGISTERED



3.2.2012

*JASwan*  
Council Authorised Person



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

**APPLICANT:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

Certificate number: 20214163  
Reference number: 504974  
Certificate issue date: 08/09/2021  
Certificate fee: \$53.00  
Applicant's reference: 193831  
Property number: 1162790

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 4071 DP: 1173178  
Address: 25 Amberley Street GLEDSWOOD HILLS NSW 2557

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

### **LOCAL ENVIRONMENTAL PLANS (LEP'S)**

The land is not within a Local Environmental Plan.

### **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 (Sydney Region Growth Centres) 2006

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)**

No.

#### **DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)**

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Housing) 2021

SEPP (Sydney Region Growth Centres) Housekeeping Amendment 2020

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

SEPP (Design and Place) 2021

SEPP No 65 (Design Quality of Residential Apartment Development) 2005 Amendment (Design and Place) 2021

SEPP (Building Sustainability Index: BASIX) Amendment (Design and Place) 2021

**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**

Turner Road Precinct Development Control Plan 2007, 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 R1 GENERAL RESIDENTIAL - ORAN PARK AND TURNER ROAD PRECINCT PLAN

##### Objectives of zone

- \* To provide for the housing needs of the community.
- \* To provide for a variety of housing types and densities.
- \* To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- \* To support the well being of the community, including educational, recreational, community, religious and other activities and, where appropriate, neighbourhood shops if there will be no adverse effect on the amenity of proposed or existing nearby residential development.
- \* To allow for small scale kiosks, function centres, restaurants and markets that support the primary function and use of recreation areas, public open space and recreation facilities located within residential areas.
- \* To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.
- \* To provide for a variety of recreational uses within open space areas.

##### B. Permitted without consent

Nil

##### C. Permitted with consent

Any other development not specified in item B or D

##### D. Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities); Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies



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

R1 General Residential: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 300m<sup>2</sup> for the erection of a dwelling house; however, exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m<sup>2</sup> and minimum 225m<sup>2</sup>.

F. Whether the land includes or comprises critical habitat

No.

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

No.

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

No.

### 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

Whether or not the land is 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

Whether or not the land is 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

Whether or not the land is affected by a policy:

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

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid 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) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No.

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

The subject land is above the Flood Planning Level (FPL). However, no formal flood study exists for the property in regards to the Probable Maximum Flood (PMF) level.

(3) In this clause –

***flood planning area*** has the same meaning as in the Floodplain Development Manual.

***Floodplain Development Manual*** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

***probable maximum flood*** has the same meaning as in the Floodplain Development Manual.

## 8. LAND RESERVED FOR ACQUISITION

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

No.

## 9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Oran Park and Turner Road Section 7.11 Contributions Plan.

## 9A. BIO-DIVERSITY CERTIFIED LAND

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

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

The subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: [www.camden.nsw.gov.au/environment/biodiversity](http://www.camden.nsw.gov.au/environment/biodiversity)

## 10. BIODIVERSITY STEWARDSHIP SITES

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

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

No.

## 10A. NATIVE VEGETATION CLEARING SET ASIDES

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

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

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

No.

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

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

No.

### **14. DIRECTIONS UNDER PART 3A**

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

No.

### **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

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

(2) The date of any subdivision order that applies to the land.

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

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

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

No.

## 21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

A statement of:

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

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

In this clause:



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

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**

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

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

No.

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



No.

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

No.

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

No.

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

Yes.

## **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



Application: **10087643**  
Your Ref: P OR-KNLVLTC

21 February 2019

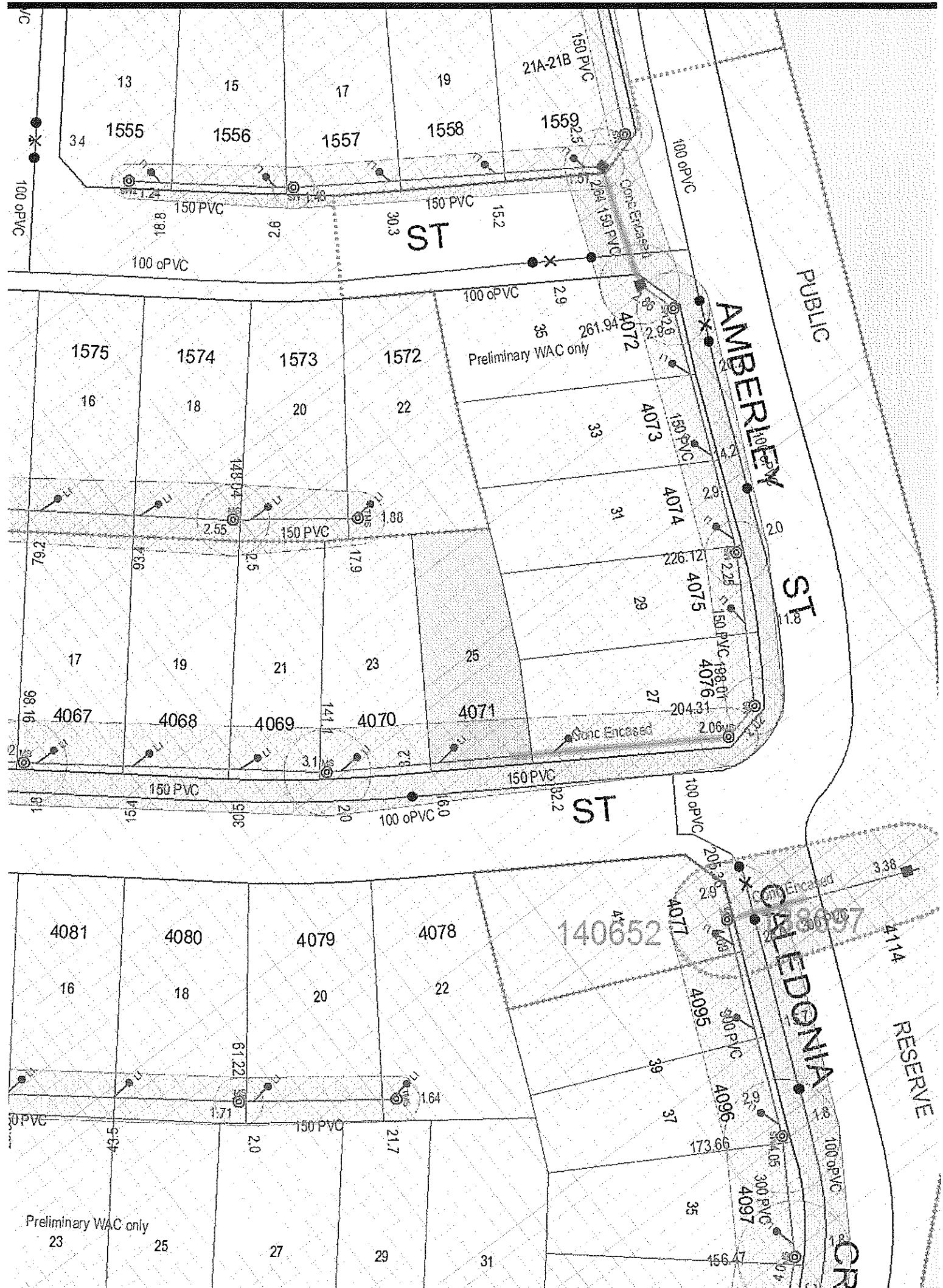
**Property details: 25 Amberley St, GLEDSWOOD HILLS 2557**  
**LOT 4071 DP 1173178**

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

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

Yours sincerely

Customer Property Services  
Customer Services



# Standard Form Residential Tenancy Agreement

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

## IMPORTANT INFORMATION

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

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

## AGREEMENT

This Agreement is made on 11 / 03 / 2021 at Narellan NSW BETWEEN

## LANDLORD

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

Name/s: Mr Michael Harper

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: michael.sylvia11@hotmail.com

Other Contact Details: \_\_\_\_\_

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

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

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

PO BOX 136 NARELLAN NSW 2567

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

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

Name/s: Miss Elise Amelia Hodson & Miss Emily Rose Chamberlain

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

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: \_\_\_\_\_

Email: rentals@professionalsnarellan.com.au

Licence No.: 10023287

Licence Expiry: 22/06/2021

## TERM OF AGREEMENT

The term of this Agreement is:

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

Other (Please specify) 52 WEEKS

Periodic (no end date)

starting on: 11 / 03 / 2021 and ending on: 09 / 03 / 2022 (cross out if not applicable)

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

**RESIDENTIAL PREMISES** *Note: insert any excluded items in the Other Additional Terms Item on the signature page*The residential premises are: **25 Amberley Street, Gledswood Hills, NSW 2557**The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)***Double Garage.****RENT/RENT INCREASE**The rent is: **\$550.00** per: **WEEK** payable in advance starting on: **17 / 03 / 2021****Note.** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.Rent Increase 1: Then from: **/ /** pay: per: **N/A**Rent Increase 2: Then from: **/ /** pay: per: **N/A****Note.** Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.The tenant must pay the rent in advance on the **WEDNESDAY** of every **WEEK** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: at:  
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: 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 fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.**RENTAL BOND** *(Cross out if there is not going to be a bond)*A rental bond of \$ **\$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.

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bonds Online.

**Note.** All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.**IMPORTANT INFORMATION****MAXIMUM NUMBER OF OCCUPANTS**No more than **2** 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 Repairs: **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 12 and 13

**UTILITIES**

Is electricity supplied to the premises from an embedded network?  Yes  No

Is gas supplied to the premises from an embedded network?  Yes  No

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

**SMOKE ALARMS**

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

Hardwired smoke alarm  Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

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

.....  
If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

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

.....  
If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?  Yes  No

**STRATA BY-LAWS**

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No

If 'yes', see Clauses 38 and 39

**GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]**

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

**Landlord**

Does the landlord give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

Email Address: rentals@professionalsnarellan.com.au

[Specify email address to be used for the purpose of serving notices and documents.]

**Tenant**

Does the tenant give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

Email Address: emilychamberlain485@gmail.com

[Specify email address to be used for the purpose of serving notices and documents.]

**CONDITION REPORT**

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, the landlord and tenant agree that the condition report, prepared for a tenancy agreement dated 02 / 06 / 2020 and entered into by the tenant, applies to this Agreement.

**TENANCY LAWS**

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

## STANDARD TERMS OF AGREEMENT

### RIGHT TO OCCUPY THE PREMISES

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

### COPY OF AGREEMENT

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

### RENT

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

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

### RENT INCREASES

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

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

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

### RENT REDUCTIONS

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

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

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

**11. The tenant agrees to pay:**

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

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

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

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

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

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

**13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.****POSSESSION OF THE PREMISES****14. The landlord agrees:**

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

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

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

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

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**17. The tenant agrees:**

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

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

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

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

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



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

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

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

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

#### URGENT REPAIRS

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

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

#### SALE OF THE PREMISES

**21. The landlord agrees:**

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

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

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

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

#### LANDLORD'S ACCESS TO THE PREMISES

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

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

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

#### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. **The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.
29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

#### FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

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

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

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

#### LOCKS AND SECURITY DEVICES

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

#### TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

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

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

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

#### CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

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

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

#### MITIGATION OF LOSS

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

#### RENTAL BOND

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

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

#### SMOKE ALARMS

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

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

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

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

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

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

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

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

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

**SWIMMING POOLS**

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

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

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

~~46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

~~46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

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

**LOOSE-FILL ASBESTOS INSULATION**

47. The landlord agrees:

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

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

**COMBUSTIBLE CLADDING**

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

**SIGNIFICANT HEALTH OR SAFETY RISKS**

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

**ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**

50. The landlord and the tenant agree:

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

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

**BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS**

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

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

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

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

**ADDITIONAL TERMS**

[Additional terms may be included in this agreement if:

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

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

**ADDITIONAL TERM - PETS**

[Cross out this clause if not applicable]

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

1 x Dogue De Boardeaux Dog "Hurculeas" (Outside Only).

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54. The tenant agrees:

54.1 to supervise and keep the animal within the premises, and

54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and

- 54.4 to comply with any council requirements.
55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.
- 56.1 **The tenant agrees:**
- 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.
  - 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.
  - 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.
  - when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.
- 56.2 **The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

#### ADDITIONAL TERM - CONDITION REPORT

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

#### ADDITIONAL TERM - INSPECTIONS

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

#### ADDITIONAL TERM - CARE OF PREMISES

59. **The tenant agrees**, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 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.

- 59.2 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.
- 59.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.4 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.
- 59.5 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.
- 59.6 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.7 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.8 not to affix any television antenna to the premises.
- 59.9 not to maliciously or negligently damage the premises or any part of the premises.
- 59.10 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.11 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 59.12 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.13 to notify the landlord of any infectious disease at the premises.

#### ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

*If Clause 45 is deleted this clause is not applicable.*

##### 60. Swimming Pool Safety and Maintenance

- ~~60.1 At the commencement of the tenancy, the landlord will:~~
- ~~handover the pool in a condition that is safe for use~~
  - ~~provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool;~~
- ~~60.2 During the term of the tenancy:~~
- ~~the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:~~
    - ~~child restraint barriers are in place and properly maintained;~~
    - ~~access gates and doors are securely closed at all times;~~
    - ~~at all times to maintain and not interfere with; move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;~~
    - ~~at all times, there are no climbable objects near the child restraint barriers that would allow children to access the swimming pool;~~
  - ~~where a child restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.~~

- (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.~~

~~60.3 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.~~

~~60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.~~

~~60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.~~

#### ADDITIONAL TERM - RENTAL BOND

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

#### ADDITIONAL TERM - TERMINATION

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

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

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

- (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; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (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.

65. 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

66. 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 66 (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

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

#### ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees to leave** telecommunication services (for example telephone, internet, television - 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.

69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.

70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

#### ADDITIONAL TERM - STATUTES AND BY-LAWS

~~71. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.~~

#### ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.

73. **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 DURING THE TERM**

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

**ADDITIONAL TERM - PRIVACY**

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

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

**ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS**

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (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, where the party has given express consent in accordance with clause 50; or
  - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, 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****1. DEFINITIONS**

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

**2. CONTINUATION OF TENANCY (if fixed term agreement)**

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

**3. ENDING A FIXED TERM AGREEMENT**

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

**4. ENDING A PERIODIC AGREEMENT**

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

**5. OTHER GROUNDS FOR ENDING AGREEMENT**

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

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

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

**6. WARNING**

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



**OTHER ADDITIONAL TERMS**

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

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.

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**SIGNATURES**

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

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

SIGNED BY THE LANDLORD: Kylie Mason Date: 6/5/2021 | 8:36  
 (Signature of landlord or landlord's agent on behalf of the landlord)

**LANDLORD INFORMATION STATEMENT**

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

SIGNED BY THE LANDLORD: Kylie Mason Date: 6/5/2021 | 8:36  
 (Signature of landlord or landlord's agent on behalf of the landlord)

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

SIGNED BY THE TENANT: Elise Hodson Date: 4/5/2021 | 4:27  
 (Signature of tenant)

SIGNED BY THE TENANT (2): [Signature] Date: 5/5/2021 | 7:00  
 (Signature of tenant 2)

SIGNED BY THE TENANT (3): \_\_\_\_\_ Date:    /   /  
 (Signature of tenant 3)

SIGNED BY THE TENANT (4): \_\_\_\_\_ Date:    /   /  
 (Signature of tenant 4)

**TENANT INFORMATION STATEMENT**

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

SIGNED BY THE TENANT/S: Elise Hodson Date: 5/5/2021 | 7:00  
 (Signatures of tenants)

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

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

