



**SIGNING PAGE**

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

## Choices

Vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):

PEXA

**Manual transaction** (clause 30)

☒ NO ☐ yes

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

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

**Land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

### List of Documents

<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 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 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 type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off-the-plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60</p>
--	--

**HOLDER OF STRATA OR COMMUNITY SCHEME 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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

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

### **Cooling off period (purchaser's rights)**

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:**  

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

**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. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
  - 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and *populate* an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* 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 *serving* 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 *serving* 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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

**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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**• Purchaser**

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 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;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 *serving* 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 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 s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 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 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
     27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
     27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
     27.7.1 under a *planning agreement*; or  
     27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
     28.3.1 the purchaser can *rescind*; and  
     28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
     29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
     29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
     29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
         • either *party* *serving* notice of the event happening;  
         • every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
         • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

6 David Place, Mount Annan NSW 2567

---

## Conditions of sale of land by auction

---

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 CONDITIONS**

**Property: 6 David Place, Mount Annan NSW 2567**

In the event of any conflict between these additional conditions and the clauses contained in the printed conditions, then these additional conditions shall prevail.

### **33. Amendments to the Standard Printed Terms**

The attached printed conditions 2022 Edition are amended as follows:

- a) Clause 7.1.1 – delete “5%” and insert in its place “1%”.
- b) Clause 7.1.2 – delete “10%” and insert in its place “1%”.
- c) Clause 14.2.1 – is amended by replacing “2 business days” with “5 business days”.
- d) Clause 18 is amended by the addition of “18.8 The Purchaser cannot make a claim or requisition or delay completion after entering into possession of the property”.
- e) Clause 20.6.5 – delete the words “or fax”.
- f) Clause 23.6.1 – delete the words “even if it is payable by instalments” and replace with “but if it is payable by instalments, only the instalments that fall due prior to the completion date. If it is not payable by instalments and it is a one lump sum payment, then the vendor is only liable to pay it if the one lump sum payment falls due prior to the completion date”.
- g) Clauses 23.13 & 23.14 shall be deleted.
- h) Clause 30.11 shall be deleted.
- i) Clause 31.2 – is amended by replacing “5 business days” with “2 business days”.

### **34. Purchaser Acknowledgements**

The Purchaser acknowledges that they are purchasing the property:

- a) in its present condition and state of repair as at the date of this Contract;
- b) subject to all defects latent and patent;
- c) subject to any infestations and dilapidation;
- d) subject to all building materials used and any contamination associated with the building materials;
- e) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- f) subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The Purchaser agrees not to seek to terminate, rescind or make any objection, requisitions or claim for compensation arising out of any of the matters covered by this clause.

### **35. Inclusions and Improvements**

- a) The property is sold in its present state of repair and condition. The Vendor makes no warranty about the state of repair or condition of the improvements, inclusions or any fixtures thereon and the Purchaser acknowledges that they take the property and inclusions on an “AS IS” condition. The Purchaser must rely on their own inspections and satisfy themselves in this respect.
- b) The Purchaser acknowledges they have inspected the property and its inclusions. The Vendor shall not be responsible for any mechanical breakdown, fair wear and tear, to the inclusions or the property which occurs after the date of this Contract.

- c) The Purchaser cannot require the Vendor to apply for a Building Certificate from the Local Council, and if the Purchaser applies for a Building Certificate from the Local Council and the Local Council issues a Notice, or the Local Council refuses to issue the Building Certificate for any reason and work is to be completed before Council will issue the Building Certificate, the Purchaser must comply with the Notice, remedy the reason, or do the works at their own expense.

The Purchaser agrees not to seek to terminate, rescind or make any objection, requisitions or claim for compensation arising out of any of the matters covered by this clause.

#### **36. Representations and Warranties**

- a) The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspections and not as a result of any representation made by the Vendor or made by any person on behalf of the Vendor.
- b) The Purchaser does not rely upon any document, advertisement/brochure/authority, representation, agreement, or arrangement, whether in writing or oral, to constitute an amendment to this Contract, unless such is formalised between the party's legal representative by way of correspondence and/or included within this Contract by way of special condition.

#### **37. Liquidation, Bankruptcy and Death**

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

- a) Should either party, or any one of them, being a natural person or persons die or be declared mentally ill, be incarcerated for a criminal offence and/or be declared bankrupt, then either party may rescind this Contract and the provisions of Clause 19 herein shall apply; or
- b) If the Purchaser is a corporation and 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 of official manager of it be appointed then the purchaser shall be deemed to be in breach of this contract and the Vendor shall be entitled to terminate.

#### **38. Warranty as to Real Estate Agent**

- a) The Purchaser warrants that the Purchaser was not introduced to the property directly or indirectly by any agent other than the Vendor's Agent disclosed on the front page of this Contract.
- b) If the Purchaser has been introduced to the property directly or indirectly through the service of any other agent that is not disclosed on the front page of this Contract, then the Purchaser is solely responsible for that other agent's commission and must indemnify and keep indemnified the Vendor against any Claim for commission by that other agent and all costs incurred by the Vendor as a result of any Claim for commission by that other agent.
- c) This clause shall not merge on completion.

#### **39. Notice to Complete**

- a) For the purposes of Clause 15, should completion be delayed and either party issue a Notice to Complete, then the parties agree that ten (10) business days from the date of service of the Notice is considered to be fair and sufficient notice, making time of the essence.

- b) The Notice to Complete must be served by 5pm on a business day. A hard copy of the Notice to Complete is not required to be sent by post or mail.
- c) If it becomes necessary for the Vendor to issue a Notice to Complete, the Purchaser is liable to pay the Vendor the sum of \$440.00 which is a genuine pre-estimate of the costs incurred by the vendor as a result of issuing the Notice to Complete and is due and payable on completion.

#### **40. Liquidated Damages and Delayed Completion**

- a) If completion has not occurred on or before the completion date, due to the Purchaser's default and through no fault of the Vendor, the Purchaser must pay to the Vendor, in addition to the balance of the purchase price:
  - i. interest calculated daily on the balance of the purchase price at the rate of 10% per annum, from the completion date up to and including the actual date of completion; and
  - ii. an additional fee of \$350.00 to cover legal costs and expenses incurred for the additional work undertaken as a result of the Purchaser/s delay. This cost is a genuine pre-estimate of the costs incurred by the Vendor as a result of the Purchaser/s delay and is due and payable on completion.

#### **41. Planning Certificate Disclosure**

The Purchaser accepts the 10.7 Planning Certificate issued by Council attached to this Contract and acknowledges they must rely on their own enquiries as to the suitability and status of the land.

#### **42. Requisitions**

The Purchaser agrees that the only form of general requisitions on title that the Purchaser may make under Clause 5 hereof are those requisitions on title attached hereto.

#### **43. Cooling off Period and Settlement Adjustments**

The Purchasers acknowledges and agrees:

- a) If the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term that on completion of this contract the Purchaser shall pay the sum of a "one off" \$110.00 for any extensions requested, irrespective of whether the Vendor agrees with the request. This cost is a genuine pre-estimate of the costs incurred by the Vendor as a result of Purchasers requirement to extend the cooling off period.
- b) If the adjustment figures and certificates are not served in accordance with condition 33(c), then the Purchaser will pay to the Vendor the sum of \$110.00 upon completion, to reimburse the Vendor's legal costs to attend to urgent work. This is a genuine pre-estimate of the costs incurred by the Vendor as a result of Purchaser/s delay.

#### **44. Non-Compliance**

In the event that there is a pergola, carport, conversion of a room, extension or any other structure/s on the property which do not comply with the requirements of the local Council or any other competent authority, then the Purchaser shall not raise any objection, requisition or claim for compensation, nor delay settlement in respect of such non-compliance or because of failure or refusal of the local Council to issue a Building Certificate by reason of such non-compliance.

#### **45. Sewer Drainage Diagram**

The Vendor warrants and the Purchaser acknowledges that the sewer drainage diagram attached to this Contract, is the only diagram available for the property from the relevant water authority, in accordance with the *Conveyancing (Sale of Land) Regulation 2017 (NSW), Schedule 1, Clause 2*.

The Purchaser agrees not to raise any requisitions, objections or grounds for termination and/or claim for damages in relation to the sewer diagram.

#### **46. Contract Alteration**

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

#### **47. Vendor Disclosure**

- a) Attached to this Contract are copies of the prescribed Vendor disclosure documents.
- b) The Vendor makes no warranty or representation as to the correctness of completeness or accuracy of any of the Vendor Disclosure Documents
- c) The Purchaser cannot make a claim, objection or requisition or rescind or terminate the Contract in respect of anything referred to or disclosed in, this clause; or this Contract; and/or
- d) The Vendor does not warrant compliance with the relevant legislation with respect to the construction, fitness for purpose or approval of the subject property.
- e) The Purchaser takes the property subject to all defects (if any) whether latent, patent, or statutory associated therewith and the Purchaser shall not make any claim, objection, or requisition regarding same, nor shall the Purchaser be entitled to rescind or terminate this agreement consequently thereof.

#### **48. Removal of Registrable Documents**

The Vendor is not required to register any Mortgage or Mortgages, Writ or Writs, Notice of Death, Transmission application or Change of Name and/or remove any Caveat or Caveats prior to completion and the Purchaser shall accept on completion any Discharge of Mortgage for such mortgages, Writ or Writs or a Withdrawal of Caveat or Caveats, Notice of Death, Transmission application or Change of Name documents in registrable form together with an allowance for the fees payable to the Land and Property Information Service.

#### **49. Tenancy**

- a) In the event that the property is sold with vacant possession and there is a current tenant in the property who occupies the property pursuant to an expired residential tenancy agreement, then the Purchaser agrees to and acknowledges the following:
  - i) At the Purchaser's written request, the tenant will be served with a Notice to Vacate or a Termination Notice, but only upon an unconditional exchange of Contracts.
  - ii) Completion will take place on the later of:
    - a. completion date noted on the front page of the Contract; or

- b. 2 business days after the Vendor's conveyancer advises the Purchaser's conveyancer/solicitor, in writing, that the tenant has vacated the property.
  - iii) If the tenant has not vacated the subject property prior to the vacant possession date noted within the Notice to Vacate or the Termination Notice, then the Purchaser agrees to give the tenant an extra twenty-one (21) days to vacate the subject property and that a Notice to Complete cannot be served before the expiry of the said twenty-one (21) days.
- b) If the property is sold subject to any existing tenancies, the Vendor does not warrant that the tenant will continue to remain in the property.

#### **50. Deposit by Instalments**

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

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

then the Purchaser will immediately upon demand pay to the Vendor any unpaid instalments of the deposit, to the intent that the full deposit of ten percent (10%) of the purchase price is paid. Any unpaid instalments of the deposit will be recoverable from the Purchaser as a debt.

#### **51. Guarantee for corporate Purchaser**

In consideration of the Vendor contracting with the corporate Purchaser .....the guarantors, as is evidenced by the guarantors execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the guarantors their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the Vendor.

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Guarantor Name

\_\_\_\_\_  
Guarantor Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## **Requisitions on Title**

**VENDOR:** Ryan Patrick Ambrose  
**Property Address:** 6 David Place, Mount Annan NSW 2567

Many issues that arise from the requisitions on title are normally covered by the law, the Contract and pre-Contract investigations and negotiations.

Making the usual requisitions and receiving the usual replies dealing with the plethora of potentially relevant matters has been reduced to a few general questions allowing the Vendor to easily reply appropriately.

### **All properties**

1. Are there any restrictions on the right of the registered proprietor to convey to the Purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the Vendor aware of anything that affects the use of the property that is not immediately apparent to the Purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?



FOLIO: 818/871106

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/8/2025	2:14 PM	11	4/4/2023

LAND

----

LOT 818 IN DEPOSITED PLAN 871106  
AT MOUNT ANNAN  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP871106

FIRST SCHEDULE

-----

RYAN PATRICK AMBROSE (TZ AK801870)

SECOND SCHEDULE (8 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP818149 RESTRICTION(S) ON THE USE OF LAND
- 3 DP818149 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND  
ABOVE DESCRIBED
- 4 DP863002 RESTRICTION(S) ON THE USE OF LAND
- 5 DP871106 EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP871106 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 7 DP871106 RESTRICTION(S) ON THE USE OF LAND
- 8 AS981502 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

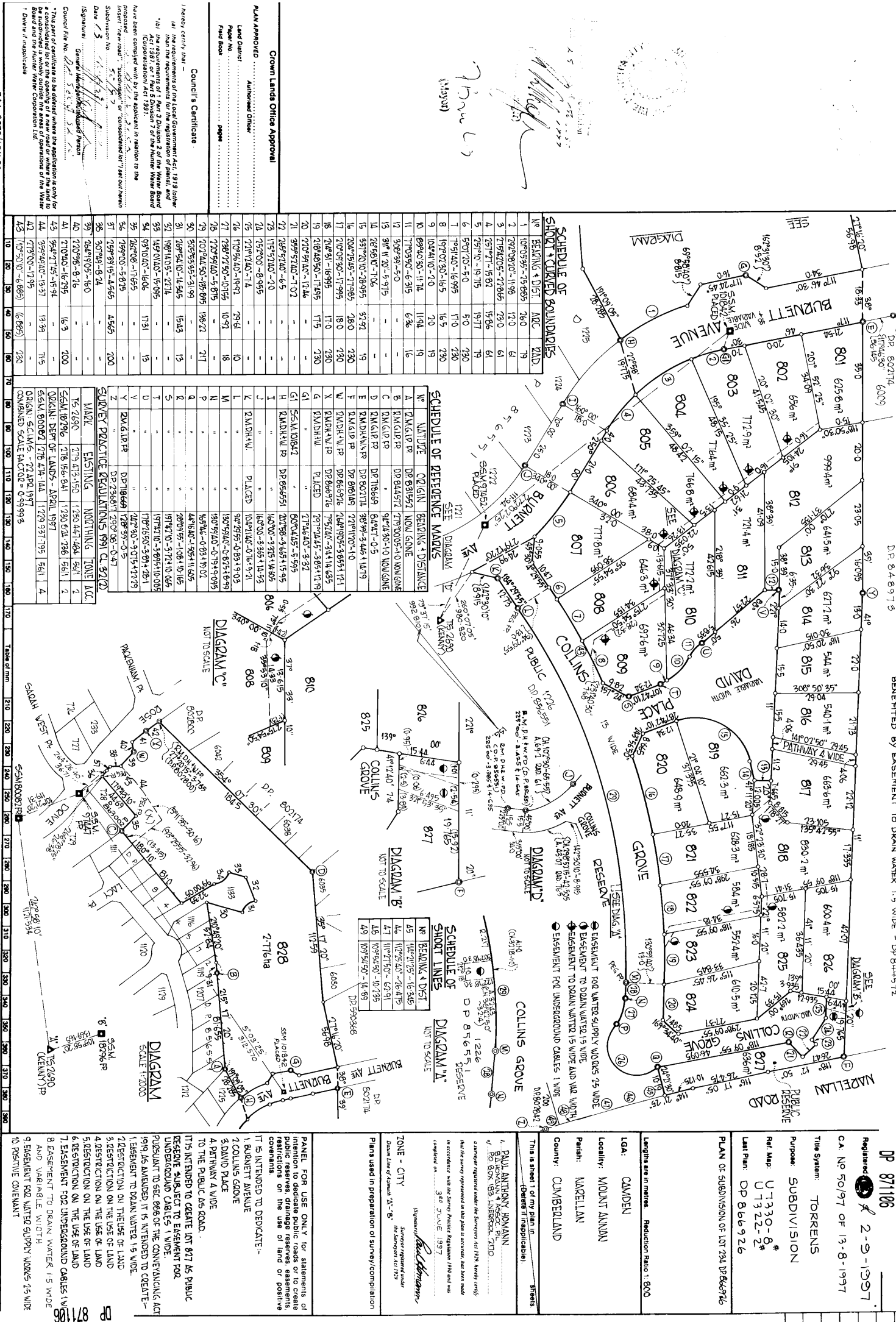
-----

UNREGISTERED DEALINGS: NIL

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

25168...

PRINTED ON 7/8/2025



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

Lengths are in metres

Sheet 1 of 11 Sheets

PART 1

DP 871106

Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. 50/97

Full name and address of  
proprietor of the land:

JENNINGS GROUP LIMITED  
423 Pennant Hills Road  
PENNANT HILLS NSW 2120

1. Identity of Easement firstly  
referred to in the above-  
mentioned Plan:

Easement to Drain Water 1.5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

818  
822  
823  
825

Lots, name of road or authority  
Benefited

817  
817,818,825  
817,818,822,825  
817,818

MK

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

Lengths are in metres

Sheet 2 of 11 Sheet

DP 871106

Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. 50/97

2. Identity of Restriction secondly  
referred to in the above-  
mentioned Plan:

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

815,816,823

Every other Lot except  
Lots 827 and 828

3. Identity of Restriction thirdly  
referred to in the above-  
mentioned Plan:

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

801,802,806,808,809,811,813,814,  
817,819,820,821,822,824,825,826

Every other Lot except  
Lots 827 and 828

4. Identity of Restriction fourthly  
referred to in the above-  
mentioned Plan:

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

803,804,805,807,810,812,818

Every other Lot except  
Lots 827 and 828

mk

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

Lengths are in metres

Sheet 3 of 11 Sheets

**DP 871106**

Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. *50/97*

5. Identity of Restriction fifthly  
referred to in the above-  
mentioned Plan:

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

All Lots except  
Lots 827 and 828

Every other Lot except  
Lots 827 and 828

6. Identity of Restriction sixthly  
referred to in the above-  
mentioned Plan:

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

824,825,826

Council of the Local Government  
Area of Camden

7. Identity of Easement seventhly  
referred to in the above-  
mentioned Plan:

Easement for Underground Cables  
1 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

827, 1226 in DP 856551 (being 1226/856551)

Integral Energy Australia

8. Identity of Easement eighthly  
referred to in the above-  
mentioned Plan:

Easement to Drain Water 1.5 wide  
and variable width

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

802  
803  
804  
805  
806  
808  
809

801  
801, 802  
801, 802, 803  
801, 802, 803, 804  
801, 802, 803, 804, 805  
801, 802, 803, 804, 805, 806  
801, 802, 803, 804, 805, 806, 808

*mk*

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

Lengths are in metres

Sheet 4 of 11 Sheets

DP 871106

Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. 50/97

9. Identity of Easement ninthly  
referred to in the above-  
mentioned Plan:

Easement for Water Supply  
Works 2.5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

827

Sydney Water Corporation Limited  
ACN 063 279 649

10. Identity of Positive Covenant  
tenthly referred to in the  
abovementioned Plan:

Positive Covenant

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

827

Sydney Water Corporation Limited  
ACN 063 279 649

mk

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

Lengths are in metres

Sheet 5 of 11 Sheets

DP 871106

Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. 50/97

**PART 2**

**1. Terms of Restriction on the Use of Land secondly referred to in the  
abovementioned Plan:**

No main building shall be erected or permitted to remain erected on any  
burdened Lot having a minimum floor area (excluding the floor area of any  
attached garage, carport, patio or verandah) of less than 100 square  
metres.

**2. Terms of Restriction on the Use of Land thirdly referred to in the  
abovementioned Plan:**

No main building shall be erected or permitted to remain erected on any  
burdened Lot having a minimum floor area (excluding the floor area of any  
attached garage, carport, patio or verandah) of less than 120 square  
metres.

**3. Terms of Restriction on the Use of Land fourthly referred to in the  
abovementioned Plan:**

No main building shall be erected or permitted to remain erected on any  
burdened Lot having a minimum floor area (excluding the floor area of  
any attached garage, carport, patio or verandah) of less than 140 square  
metres.

**4. Terms of Restriction on the Use of Land fifthly referred to in the  
abovementioned Plan:**

- A For a period of five (5) years only following the date of registration of  
the abovementioned plan no building works or building shall be commenced,  
erected or permitted to be erected on any burdened Lot without the  
detailed building plans, elevations and specifications relating only to  
its external position and appearance having first been submitted to and  
approved in writing by Jennings or a qualified architect nominated by  
Jennings ("Jennings Architect") who shall (at the expense of Jennings)  
promptly and without undue delay peruse and consider the said building  
plans, elevations and specifications in relation to the external  
appearance and position only of the proposed building. Each of Jennings  
and Jennings Architect (as the case may be) shall have an absolute  
discretion to refuse or give approval, subject to conditions, without  
being obliged to furnish reasons for any such decision or conditions.  
Jennings will not withhold its consent where the building plans,  
elevations and specification conform in all respects with its design  
guidelines for this land published from time to time.

PK

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

Lengths are in metres

Sheet 6 of 11 Sheets

DP 871106

Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. 50/97

- B No building shall be erected or permitted to be erected on any burdened Lot other than with external walls of constructed brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Jennings that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred (at the expense of Jennings) for determination by Jennings Architect whose decision shall be final and binding.
- C No building shall be erected or permitted to remain erected on any burdened Lot unless the building is designed and constructed in accordance with the requirements set out in the geotechnical report and consequent standards for the Lots burdened held or stipulated by Council.
- D No carports shall be erected or permitted to remain erected on any burdened Lot.
- E No metal or similar type of prefabricated "lawn locker" shall be erected or placed or be permitted to remain upon any burdened Lot unless it is located behind the main building and screened from the street.
- F No driveway shall be erected or permitted to remain erected on each burdened Lot unless it is constructed of asphalt, pavers, concrete or crushed decorative gravel, exposed aggregates or stamped or stencilled finishes.
- G No fence shall be erected or permitted to remain erected on any burdened Lot to divide it from any adjoining land owned by Jennings without the prior written consent of Jennings but such consent shall not be withheld if the fence is erected without expense to Jennings provided that this restriction shall remain in force only during such times as Jennings is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.
- H No noxious noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any burdened Lot.

MK

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

Lengths are in metres

Sheet 7 of 11 Sheets

DP 871106

Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. 50/97

- I No "For Sale" sign shall be erected or displayed on any burdened Lot for a period of one (1) year after the date of its transfer by and no other type of advertisement, hoarding sign or matter shall be erected or displayed on any burdened Lot without the prior written consent of Jennings. Jennings shall have the right to remove any such other advertisement, hoarding sign or matter without notice.
- J No main building shall be used or permitted to be used for display of an exhibition home or for the promotion or sale of homes without the prior written consent of Jennings.
- K No trucks or commercial vehicles exceeding 3 tonnes in weight are to be kept in any burdened Lot.
- L No temporary, partial or relocated building or structures shall be erected or be permitted to remain on each burdened Lot unless for use in connection with the building of the residence.
- M No garage shall be erected or permitted to remain erected on any Lot unless each such garage is constructed under the same roof as the main building erected on such Lot burdened, or where separate from the main building such garage is constructed in the same materials colours and roof pitch as the main building.
- N All side and rear fences are to be of capped paling construction at least 1.8m high or other material approved in writing by Jennings.
5. **Terms of Restriction on the Use of Land sixthly referred to in the abovementioned Plan:**  
"The mobile garbage bin (MGB) associated with residential development on the specified allotments shall be placed on the appropriate MGB collection pad, adjacent to Lot 824, for garbage removal by Council and shall be removed as soon as possible thereafter".
6. **Terms of Easement for Underground Cables 1 wide seventhly referred to in the abovementioned Plan:**
1. Full and free right and licence for the Authority Benefited to erect electricity equipment under the land burdened by this easement for the purpose of transmission of electricity and incidental purposes and to cause or permit electricity to be transmitted through the electricity equipment together with the following rights:

MK

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

Lengths are in meters

Sheet 8 of 11 Sheets

DP 871106

Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. 50/97

- a) to enter, pass, and repass on the land burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) to gain access to the easement and to remain there for any reasonable time with or without workmen materials or machinery,
  - b) to cut, trim, remove, and lop trees, roots and other vegetation which encroach on the easement or prevent reasonable access to the easement or the electricity equipment,
  - c) to remove any other obstructions of any kind which encroach on the easement or prevent reasonable access to the easement or the electricity equipment, and
  - d) to excavate the land burdened for the purposes of this easement.
2. In exercising its rights under this easement the Authority Benefited will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition.
3. The Owner of the land burdened covenants with the Authority Benefited that the Owner:
- a) will not erect or permit to be erected any structure on or under the land burdened,
  - b) will not alter the surface level of the land burdened or carry out any form of construction affecting its surface, undersurface or subsoil, and
  - c) will not do or permit anything to be done whereby access by the Authority Benefited is restricted
- without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.
4. Authority Benefited means Integral Energy Australia and its successors, employees, agents, contractors, and persons authorised by it.

Owner means the registered proprietor of the land burdened (including those claiming under or through the Owner).

Electricity equipment means underground electricity cables, ducts, and ancillary electrical equipment.

Erect includes construct, repair, replace, maintain, modify, use and remove.

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

Lengths are in metres

Sheet 9 of 11 Sheets

Plan: **DP 871106**

Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. **50/97**

**7. Terms of Easement for Water Supply Works 2.5 wide ninthly referred to in the  
abovementioned Plan:**

An Easement for Water Supply Works in the terms set out in Memorandum 0535653  
filed in the Land Titles Office, amended as follows:-

1. Clause 1 (b) is amended by the insertion, between the words "purposes"  
and "AND" of the following words:  
", including a right to discharge and drain water, with any associated  
matter and debris, from the works in any quantities across and through  
the Lot herein burdened and to utilise for such purpose any drainage  
system or pipes within the Lot burdened",
2. New Clauses 1 (c) (v) and 1 (c) (vi) are inserted in the following terms:  
" 1 (c) (v) plant or allow to be planted in, on, within or upon the  
said land any trees, shrubs or plants  
1 (c) (vi) install or lay or allow to be installed or laid in, over,  
on or under the said land any services above or below  
ground including without limitation electrical,  
telecommunications, gas, water, wastewater and stormwater  
pipes, conduits, cables, ducts and the like".
3. After the word "THAT" in clause 1 (c) the words "subject to the  
provisions of the Positive Covenant herein tenthly referred to in  
the abovementioned Plan ('the positive covenant') shall be inserted.
4. After the word "AND" when first appearing in the first line on Page 2  
the words "except as provided in Clause 1 of the terms of the positive  
covenant" shall be inserted and after the words "AND DECLARED that"  
in the fifth line on Page 2 the words "nothing contained herein shall"  
shall be deleted and the words "except as provided in Clause 1 of the  
terms of the positive covenant, these provisions shall not" shall be  
inserted in their place.

For the purposes of this Instrument, references within Memorandum 0535653  
to 'the said land' means the site of the subject easement hereby created,  
and references to 'transferred' means the easement or rights created herein,  
in favour of the Authority benefited.

*ML*

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

Lengths are in metres

Sheet 10 of 11 Sheets

Plan: **DP 871106**

Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. *50/97*

**8. Terms of Positive Covenant tenthly referred to in the abovementioned Plan:**

With respect to the rights granted in favour of Sydney Water Corporation ACN 063 279 649 ('the Corporation') pursuant to the Easement for Water Supply Works herein ninthly referred to in the abovementioned plan ('the easement'), the registered proprietor of the Lot burdened by this covenant ('the proprietor' which expression where herein used shall be deemed to include the successors and assigns of the proprietor) DOTH HEREBY COVENANT with the Corporation, pursuant to Section 88E of the Conveyancing Act, 1919, as amended, that the proprietor WILL:

- 1) Where the Corporation has granted approval pursuant to Clause (1) (c) of the easement:
  - (a) bear all risk of and responsibility for any damage to the Corporation's works defined in the easement as the ('works') resulting or arising from anything done pursuant to, or in breach of, that approval; and
  - (b) bear all risk of and responsibility for any damage, however caused, to any property (real or personal) located within the easement notwithstanding that prior approval has been given by the Corporation pursuant to Clause (1) (c) of the easement.

**9. Name of person or authority empowered to release, vary or modify the Easement to Drain Water 1.5 wide firstly, Restriction sixthly and Easement to Drain Water 1.5 wide and variable width eighthly referred to in the abovementioned Plan:**

COUNCIL OF THE LOCAL GOVERNMENT AREA OF CAMDEN without the consent of any other person or persons PROVIDED THAT any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release variation or modification.

**10. Name of person or authority empowered to release vary or modify the Restrictions secondly, thirdly, fourthly and fifthly referred to in the abovementioned Plan:**

JENNINGS GROUP LIMITED its successors or assigns other than Purchasers on sale.

**11. Name of person or authority empowered to release vary or modify the Easement for Underground Cables 1 wide seventhly referred to in the abovementioned Plan**

INTEGRAL ENERGY AUSTRALIA

*ML*

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

Lengths are in metres

Sheet 11 of 11 Sheets

Plan: DP 871106

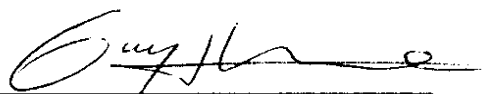
Subdivision of Lot 234 DP 866926  
covered by Council Clerk's  
Certificate No. 50/97

12. Name of authority empowered to release, vary or modify the easement  
ninthly and Positive Covenant tenthly referred to in the abovementioned  
Plan:

Sydney Water Corporation Limited ACN 063 279 649

THE COMMON SEAL OF JENNINGS GROUP LIMITED

was hereby affixed by Order of the Board of Directors  
in the presence of:



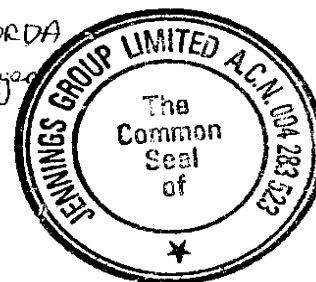
~~Secretary~~ WITNESS

GUY VINCENT HUME  
Staff Accountant



~~Director~~

MARK A KORDA  
Receiver & Manager



The Council of the Local Government  
Area of Camden

The Seal of Council was affixed  
pursuant to a Council resolution  
dated 25<sup>th</sup> day of August

1997

(General Manager)

W Bue L  
MAYOR



SURVEYORS REFERENCE 300-30/2/6/2011 21

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

Lengths are in metres

Sheet 1 of 2 Sheets

Plan: DP818149

Subdivision of Lot 204 DP 802842  
covered by Council Clerk's  
Certificate No. 25/92

Full name and address of  
proprietor of the land

JENNINGS GROUP LIMITED  
423 Pennant Hills Road,  
PENNANT HILLS NSW 2120

1. Identity of Easement firstly  
referred to in the above-  
mentioned Plan:-

Easement to Drain Water 1.5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots, name of road or authority benefited
101	102,103,104,105,106,107,108
102	103,104,105,106,107,108
103	104,105,106,107,108
104	105,106,107,108
105	106,107,108
106	107,108
107	108
108	101,102,103,104,105,106,107,108

2. Identity of Restriction  
secondly referred to in the  
above-mentioned Plan:-

Restriction as to User

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots, name of road or authority benefited
Each Lot	Every other lot

3. Identity of Restriction  
thirdly referred to in the  
above-mentioned plan:-

Restriction as to User

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots, name of road or authority benefited
101	The Council of the Municipality of Camden

REGISTERED 16 JUN 1992

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

Lengths are in metres

Sheet 2 of 2 Sheets

Plan: DP818149

Subdivision of Lot 204 DP 802842  
covered by Council Clerk's  
Certificate No. 25/92

1. Terms of Restriction secondly referred to in the above-mentioned plan:-

That for the benefit of any adjoining land owned by the Proprietors but only during the term of any lease or tenancy of the land hereby created by the Proprietors other than transfers on sale no fence shall be erected on the land hereby hereby burdened to divided the same from such adjoining land without the consent of the Proprietors but such consent shall not be withheld if such fence is erected and maintained by the Proprietors and the Proprietors shall be deemed to have given their consent if such fence for the time being erected.

2. Terms of Restriction thirdly referred to in the above-mentioned plan:-

Vehicle access to the land hereby burdened shall be gained only from that part of the land hereby burdened to which the burdened lot has frontage.

3. Name of person or authority empowered to release vary or modify the Restriction firstly and the Restriction thirdly referred to in the above-mentioned plan:-

THE COUNCIL OF THE MUNICIPALITY OF CAMDEN without the consent of any other person or persons PROVIDED THAT any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release variation or modification.

4. Name of authority empowered to release vary or modify the Restriction secondly referred to in the above-mentioned plan:-

JENNINGS GROUP LIMITED its successors or assigns other than Purchasers on sale for such period as it is the Registered Proprietor of any Lot hereby burdened.

~~THE COMMON SEAL OF JENNINGS GROUP LIMITED -~~  
~~has been affixed by order of the Board of Directors -~~  
~~in the presence of:-~~

Secretary

Director

Team Clerk - Camden Municipal Council

Signed by me BARRY LONEL SHIELDS as  
deputy to the Ministerial Development  
Corporation and hereby certify that I have no  
notice of revocation of such delegation.

REGISTERED 16 JUN 1992

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

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day. 18th June 1992





DP 863002

Registered: 2.10.1996

This is sheet 2 of my plan in 2 sheets dated

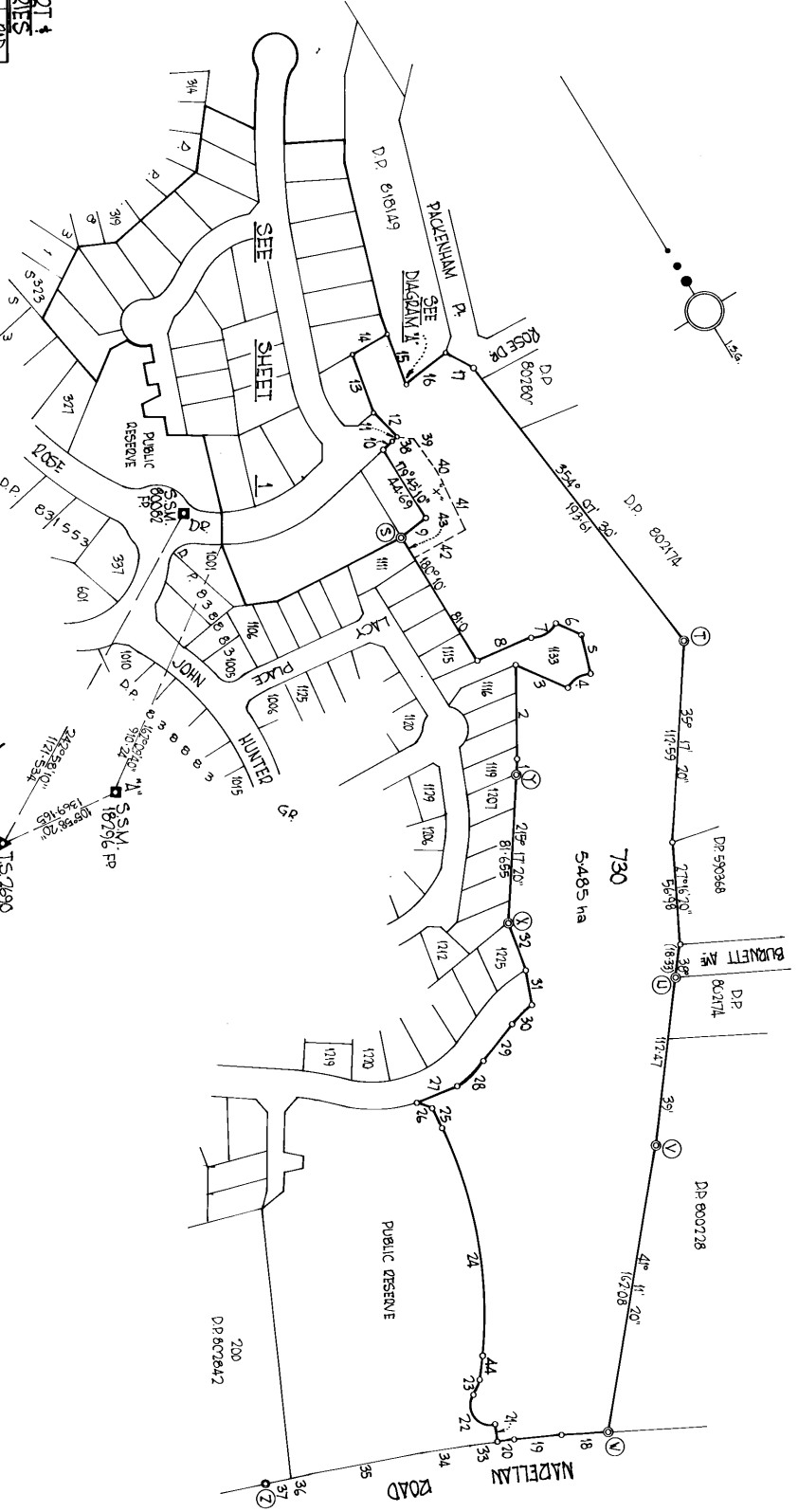
Surveyor registered under Surveyor Act 1993

*Fullerham*

This is sheet 2 of the plan of 2 streets covered by my plan of 2 sheets dated 2.10.1996

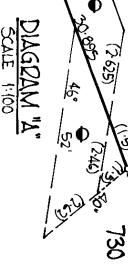
*Fullerham*  
Council Clerk

For use where space is sufficient in any panel on Plan Form 2



SCHEDULE OF SHOOT & CURVED BOUNDARIES

N°	BEARING + DIST	ACC	REMARKS
1	20°49'20" - 9.93	-	-
2	20°49'20" - 52.84	-	-
3	32°53'39" - 31.99	-	-
4	26°54'40" - 14.545	13	-
5	10°49'40.5" - 22.74	-	-
6	145°31'40" - 16.095	-	-
7	9°40'40" - 16.06	13	-
8	99°00'05" - 32.09	-	-
9	26°54'40" - 17.659	-	-
10	25°30'00" - 5.875	-	-
11	25°39'35" - 4.565	200	-
12	165°31'30" - 16.035	-	-
13	149°51'05" - 35.05	-	-
14	271°45'50" - 23.175	-	-
15	145°1'30" - 8.995	-	-
16	145°1'30" - 8.995	-	-
17	145°1'30" - 8.995	-	-
18	145°1'30" - 8.995	-	-
19	145°1'30" - 8.995	-	-
20	145°1'30" - 8.995	-	-
21	145°1'30" - 8.995	-	-
22	145°1'30" - 8.995	-	-
23	145°1'30" - 8.995	-	-
24	145°1'30" - 8.995	-	-
25	145°1'30" - 8.995	-	-
26	145°1'30" - 8.995	-	-
27	145°1'30" - 8.995	-	-
28	145°1'30" - 8.995	-	-
29	145°1'30" - 8.995	-	-
30	145°1'30" - 8.995	-	-



EASEMENT TO DRAIN WATER 1.5 WIDE (VUE DP8049)

156. CO-ORDINATES

MARK	EASTING	NORTHING	LINE	ACC.
TS 7690	779 478.150	1730 247.481	56.1	2
SSAL 80796	778 156.841	1730 874.780	56.1	2
ORIGIN: DEPT OF LANDS - OCTOBER 1991				
SSAL 80082	778 478.150	1729 937.795	56.1	4
ORIGIN: SCALUS 71 APRIL 1994				
COMBINED SCALE FACTOR = 0.99993				

SCHEDULE OF REFERENCE MARKS

N°	NATURE	ORIGIN	BEARING + DISTANCE
S	BMGP PP	DP844571	94°21'30" - 10.100 (GND)
T	BMGP PP	DP 716691	84°47' - 0.5
U	BMGP PP	DP 802174	70°39' - 3.445 + 14.79
V	"	DP 716691	120°39' - 0.5
X	BMGP PP	DP 844571	721°11'20" - 1.0
Y	BMGP PP	DP844571	NON GND
Z	BMGP PP	DP 226691	250°08' - 0.47

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

Lengths are in metres

Sheet 1 of 7 Sheets

PART 1

**DP 863002**

Subdivision of Lot 1227 DP 856551  
covered by Council Clerk's  
Certificate No. 27/96

Full name and address of  
proprietor of the land:

**JENNINGS GROUP LIMITED**  
423 Pennant Hills Road  
PENNANT HILLS NSW 2120

1. Identity of Easement firstly  
referred to in the above-  
mentioned Plan:

Easement to Drain Water 1.5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

704  
705  
712  
728  
  
729

705, 706  
706  
704, 705, 706  
"that part of Lot 730 as  
marked 'X' on plan hereon"  
"that part of Lot 730 as  
marked 'X' on plan hereon", 728

2. Identity of Easement Secondly  
referred to in the above-  
mentioned Plan:

Easement for Underground Mains  
1 wide.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

714

Integral Energy Australia



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

Lengths are in metres

Sheet 2 of 7 Sheet

Plan: **DP 863002**

Subdivision of Lot 1227 DP 856551  
covered by Council Clerk's  
Certificate No. 27/46

3. Identity of Restriction thirdly  
referred to in the above-  
mentioned Plan:

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

710, 711, 712

Every other Lot except  
Lots 729, 730

4. Identity of Restriction fourthly  
referred to in the above-  
mentioned Plan:

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

705, 706, 708, 709, 719, 720

Every other Lot except  
Lots 729 and 730

5. Identity of Restriction fifthly  
referred to in the above-  
mentioned Plan:

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, name of road or authority  
Benefited

701, 702, 703, 704, 707, 713, 714, 715, 716,  
717, 718, 721, 722, 723, 724, 725, 726, 727, 728

Every other Lot except  
Lots 729 and 730

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

Lengths are in metres

Sheet 3 of 7 Sheets

Plan: **DP 863002**

Subdivision of Lot 1227 DP 856551  
covered by Council Clerk's  
Certificate No. 27/96

6. Identity of Restriction sixthly  
referred to in the abovementioned Plan: Restriction on the Use of Land

**SCHEDULE OF LOTS AFFECTED**

Lots Burdened	Lots, name of road or authority Benefited
All Lots except Lots 729 and 730	Every other Lot except Lots 729 and 730

7. Identity of Restriction seventhly  
referred to in the abovementioned Plan: Restriction on the Use of Land

**SCHEDULE OF LOTS AFFECTED**

Lots Burdened	Lots, name of road or authority Benefited
709,710,711,712	Council of the Local Government Area of Camden

**PART 2**

1. **Terms of Easement for Underground Mains 1 wide secondly referred to in the  
abovementioned Plan:**

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

*1/11*

*1/11*

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

Lengths are in metres

Sheet 4 of 7 Sheets

Plan: **DP 863002**

Subdivision of Lot 1227 DP 856551  
covered by Council Clerk's  
Certificate No. 27/96

2. Terms of Restriction on the Use of Land thirdly referred to in the  
abovementioned Plan:  
No main building shall be erected or permitted to remain erected on any  
burdened Lot having a minimum floor area (excluding the floor area of any  
attached garage, carport, patio or verandah) of less than 100 square  
metres.
3. Terms of Restriction on the Use of Land fourthly referred to in the  
abovementioned Plan:  
No main building shall be erected or permitted to remain erected on any  
burdened Lot having a minimum floor area (excluding the floor area of any  
attached garage, carport, patio or verandah) of less than 120 square  
metres.
4. Terms of Restriction on the Use of Land fifthly referred to in the  
abovementioned Plan:  
No main building shall be erected or permitted to remain erected on any  
burdened Lot having a minimum floor area (excluding the floor area of  
any attached garage, carport, patio or verandah) of less than 140 square  
metres.
5. Terms of Restriction on the Use of Land sixthly referred to in the  
abovementioned Plan:
  - A For a period of five (5) years only following the date of registration of  
the abovementioned plan no building works or building shall be commenced,  
erected or permitted to be erected on any burdened Lot without the  
detailed building plans, elevations and specifications relating only to  
its external position and appearance having first been submitted to and  
approved in writing by Jennings or a qualified architect nominated by  
Jennings ("Jennings Architect") who shall (at the expense of Jennings)  
promptly and without undue delay peruse and consider the said building  
plans, elevations and specifications in relation to the external  
appearance and position only of the proposed building. Each of Jennings  
and Jennings Architect (as the case may be) shall have an absolute  
discretion to refuse or give approval, subject to conditions, without  
being obliged to furnish reasons for any such decision or conditions.  
Jennings will not withhold its consent where the building plans,  
elevations and specification conform in all respects with its design  
guidelines for this land published from time to time.

1/11

1/11

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

Lengths are in metres

Sheet 5 of 7 Sheets

Plan: **DP 863002**

Subdivision of Lot 1227 DP 856551  
covered by Council Clerk's  
Certificate No. 27/96

- B No building shall be erected or permitted to be erected on any burdened Lot other than with external walls of constructed brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Jennings that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred (at the expense of Jennings) for determination by Jennings Architect whose decision shall be final and binding.
- C No building shall be erected or permitted to remain erected on any burdened Lot unless the building is designed and constructed in accordance with the requirements set out in the geotechnical report and consequent standards for the Lots burdened held or stipulated by Council.
- D No carports shall be erected or permitted to remain erected on any burdened Lot.
- E No metal or similar type of prefabricated "lawn locker" shall be erected or placed or be permitted to remain upon any burdened Lot unless it is located behind the main building and screened from the street.
- F No driveway shall be erected or permitted to remain erected on each burdened Lot unless it is constructed of asphalt, pavers, concrete or crushed decorative gravel, exposed aggregates or stamped or stencilled finishes.
- G No fence shall be erected or permitted to remain erected on any burdened Lot to divide it from any adjoining land owned by Jennings without the prior written consent of Jennings but such consent shall not be withheld if the fence is erected without expense to Jennings provided that this restriction shall remain in force only during such times as Jennings is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.
- H No noxious noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any burdened Lot.

NK  


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

Lengths are in metres

Sheet 6 of 7 Sheets

Plan: **DP 863002**

Subdivision of Lot 1227 DP 856551  
covered by Council Clerk's  
Certificate No. 27/96

- I No "For Sale" sign shall be erected or displayed on any burdened Lot for a period of one (1) year after the date of its transfer by and no other type of advertisement, hoarding sign or matter shall be erected or displayed on any burdened Lot without the prior written consent of Jennings. Jennings shall have the right to remove any such other advertisement, hoarding sign or matter without notice.
- J No main building shall be used or permitted to be used for display of an exhibition home or for the promotion or sale of homes without the prior written consent of Jennings.
- K No trucks or commercial vehicles exceeding 3 tonnes in weight are to be kept in any burdened Lot.
- L No temporary, partial or relocated building or structures shall be erected or be permitted to remain on each burdened Lot unless for use in connection with the building of the residence.
- M No garage shall be erected or permitted to remain erected on any Lot unless each such garage is constructed under the same roof as the main building erected on such Lot burdened, or where separate from the main building such garage is constructed in the same materials colours and roof pitch as the main building.
- N All side and rear fences are to be of capped paling construction at least 1.8m high or other material approved in writing by Jennings.
6. Terms of Restriction on the Use of Land seventhly referred to in the abovementioned Plan:  
"The mobile garbage bin (MGB) associated with residential development on the specified allotments shall be placed on the appropriate MGB collection pad, adjacent to Lot 709, for garbage removal by Council and shall be removed as soon as possible thereafter".
7. Name of person or authority empowered to release, vary or modify the Easement to Drain Water 1.5 wide firstly and Restriction seventhly referred to in the abovementioned Plan:

COUNCIL OF THE LOCAL GOVERNMENT AREA OF CAMDEN without the consent of any other person or persons PROVIDED THAT any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release variation or modification.

1/16  
JH

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

Lengths are in metres

Sheet 7 of 7 Sheets

Plan: **DP 863002**

Subdivision of Lot 1227 DP 856551  
covered by Council Clerk's  
Certificate No. *27/96*

7. Name of person or authority empowered to release vary or modify the  
Easement for Underground Mains 1 wide secondly referred to in the  
abovementioned Plan:

INTEGRAL ENERGY AUSTRALIA

8. Name of person or authority empowered to release vary or modify the  
Restrictions thirdly, fourthly, fifthly and sixthly referred to  
in the abovementioned Plan:

JENNINGS GROUP LIMITED its successors or assigns other than Purchasers  
on sale.

THE COMMON SEAL OF JENNINGS GROUP LIMITED

was hereby affixed by ~~Order of the Board of Directors~~ **MARK ANTHONY KORDA**  
in the presence of:



*Guy Hume*


~~Secretary~~

Witness **GUY HUME**  
(Print name)

*Mark Korda*

~~Director~~ **MARK ANTHONY KORDA**

The Council of the Local Government  
Area of Camden

REGISTERED  *2-10-1996*

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

**APPLICANT:** JCS Conveyancing  
PO Box 44  
Macarthur Square 2560

Certificate number: 20234858  
Reference number: 1336821  
Certificate issue date: 07/08/2025  
Certificate fee: \$71.00  
Applicant's reference: 25168  
Property number: 114320  
Applicant's email: jane@jcsconveyancing.com.au

### DESCRIPTION OF PROPERTY

Land Description: LOT: 818 DP: 871106  
Address: **6 David Place MOUNT ANNAN NSW 2567**

### 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 (the Act).

## **1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

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

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

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

*proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

### **STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

**Note:** The above SEPPs may apply subject to the relevant criteria and requirements as listed in each chapter of the policies.

### **LOCAL ENVIRONMENTAL PLANS (LEPs)**

Camden Local Environmental Plan 2010.



## **DEVELOPMENT CONTROL PLANS (DCPs)**

Camden Development Control Plan 2019, as amended

## **PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Housing) 2021 - Proposed amendments - manufactured home estates, caravan parks and camping grounds

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – temporary uses in future infrastructure corridors; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – outdoor dining on private land and at registered clubs; complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

SEPP (Biodiversity and Conservation) 2021 – Proposed amendments - changes to deter illegal tree and vegetation clearing

## **PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)**

No.

## **DRAFT DEVELOPMENT CONTROL PLANS (DCPs)**

No.

**Note:** The above draft SEPPs, draft LEPs or draft DCPs may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

## **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

The following matters apply for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

(b) In this zone, development for the following purposes is –

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

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

(iii) Prohibited

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

(c) Whether additional permitted uses apply to the land,

No.

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

No.

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

No.

(f) Whether the land is in a conservation area, however described,

No.

(g) Whether an item of environmental heritage however described, is located on the land

No.

### 3 CONTRIBUTIONS

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023



(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 –

(a) the name of the region

Greater Sydney Region

(b) the name of the Ministerial planning order in which the region is identified

Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area

No.

(4) In this section—

*continued 7.23 determination* means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

**Note:** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

#### 4 COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(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) a restriction applies to the land, but it may not apply to all of the land, and

(b) 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.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

#### HOUSING CODE

Complying development MAY be carried out on the land



## **RURAL 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.

**Note:** Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—

- (a) for the purposes of dual occupancies, and
- (b) carried out on land in Zone R2 Low Density Residential, and
- (c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

## **PATTERN BOOK DEVELOPMENT 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 SEPP (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.

## **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS BUILDINGS CODE**



Complying development MAY be carried out on the land.

### **CONTAINER RECYCLING FACILITIES CODE**

Complying development MAY be carried out on the land.

### **SUBDIVISIONS 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.

### **AGRITOURISM AND FARM STAY ACCOMMODATION 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.

## **5 EXEMPT DEVELOPMENT**

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.



## GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

## ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

## TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

Where exempt 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.

## 6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land, or
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section—

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

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

No.

## 7 LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No.

## 8 ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is affected by road widening or road realignment under—

- (a) the Roads Act 1993, Part 3, Division 2, or



- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No.

## 9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

No response required

- (3) In this section—

*flood planning area* has the same meaning as in the Flood Risk Management Manual.

*Flood Risk Management Manual* means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

*probable maximum flood* has the same meaning as in the Flood Risk Management Manual.

## 10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

- (2) In this section—

*adopted policy* means a policy adopted—

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

### 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.

### BUSH FIRE



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 SULFATE 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 sulfate soils.

### **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.

### **AIRCRAFT NOISE**

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 aircraft noise.

### **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 the requirements in the relevant Development Control Plan that applies to the land.

### **COASTAL HAZARDS**

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 coastal hazards.

### **SEA LEVEL RISE**



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 sea level rise.

## **11 BUSH FIRE PRONE LAND**

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

No.

## **12 LOOSE-FILL ASBESTOS INSULATION**

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

No.

## **13 MINE SUBSIDENCE**

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

## **14 PAPER SUBDIVISION INFORMATION**

(1) The name of a development plan adopted by a relevant authority that—

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

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

(3) Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

## **15 PROPERTY VEGETATION PLANS**

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, 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.

## **16 BIODIVERSITY STEWARDSHIP SITES**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

No.

## **17 BIODIVERSITY CERTIFIED LAND**

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

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

No.

## **18 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.

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

Not Applicable.

## **20 WESTERN SYDNEY AEROTROPOLIS**

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,

No.

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

No.

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

No.

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

No.

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

No.

## **21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

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

No.

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

(1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

No.

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

No.

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

No.

(4) In this section—



*former site compatibility certificate* means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

## 23 WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Not applicable.

**Note:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

## 24 SPECIAL ENTERTAINMENT PRECINCTS

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

Not applicable

## 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.

No.

## **DISCLAIMER AND CAUTION**

The information on zones, controls etc., given above 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.

**Andrew Carfield**  
General Manager


# Sewer Service Diagram

Application Number: 2203487

M.W.S. & D.B.

**SEWERAGE SERVICE DIAGRAM**

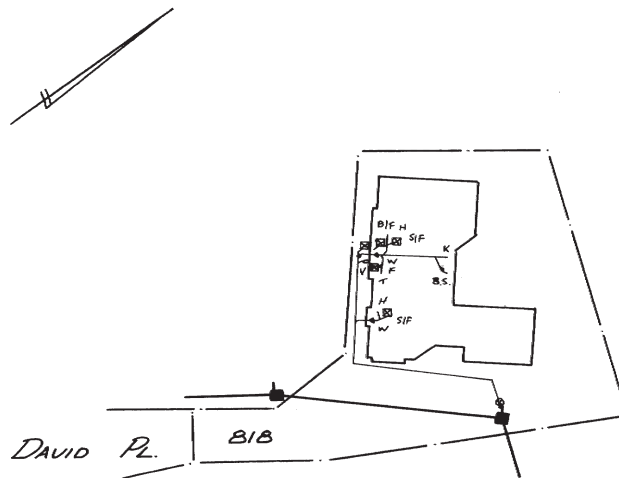
MUNICIPALITY OF CAMDEN SUBURB OF MT ANNAN Copy of Diagram No. 4968482

<b>INDICATES - DRAINAGE FITTINGS</b> Chr. Manhole L.H. Chamber Boundary Trap Inspection Shaft Pit Grease Interceptor Gully		<b>SYMBOLS AND ABBREVIATIONS</b> 		<b>INDICATES - PLUMBING FIXTURES &amp; OR FITTINGS</b> CO Clear Out O V Vent Pipe T Tubs K Kitchen Sink W Water Closet B Bath Waste H Handbasin O SV Soil Vent Pipe	
<b>INDICATES - PLUMBING FIXTURES &amp; OR FITTINGS</b> Bidet Shower Dishwasher Floor Waste Washing Machine Bar Sink Lab Sink Waste Stack		<b>INDICATES - PLUMBING ON MORE THAN ONE LEVEL</b> O WS Waste Stack			

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).



Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s. _____ Ur.s. _____ Sewer Ref. _____ Sheet No. _____	DRAINAGE Inspected by Inspector _____	Date of Issue _____	PLUMBING Inspected YES NO
	Cert. Of Compliance No. _____	Outfall _____	Inspector _____
	Field Diagram Examined by _____	Drainer _____	Cert. Of Compliance No. _____
	Tracing Checked by _____	Plumber _____ Boundary Trap is not required	For Regional Manager _____

Connection Date: \_\_\_\_\_

Form 77/644 (A4 No. 1) (April '87) S217/441 Water Board Printing Services

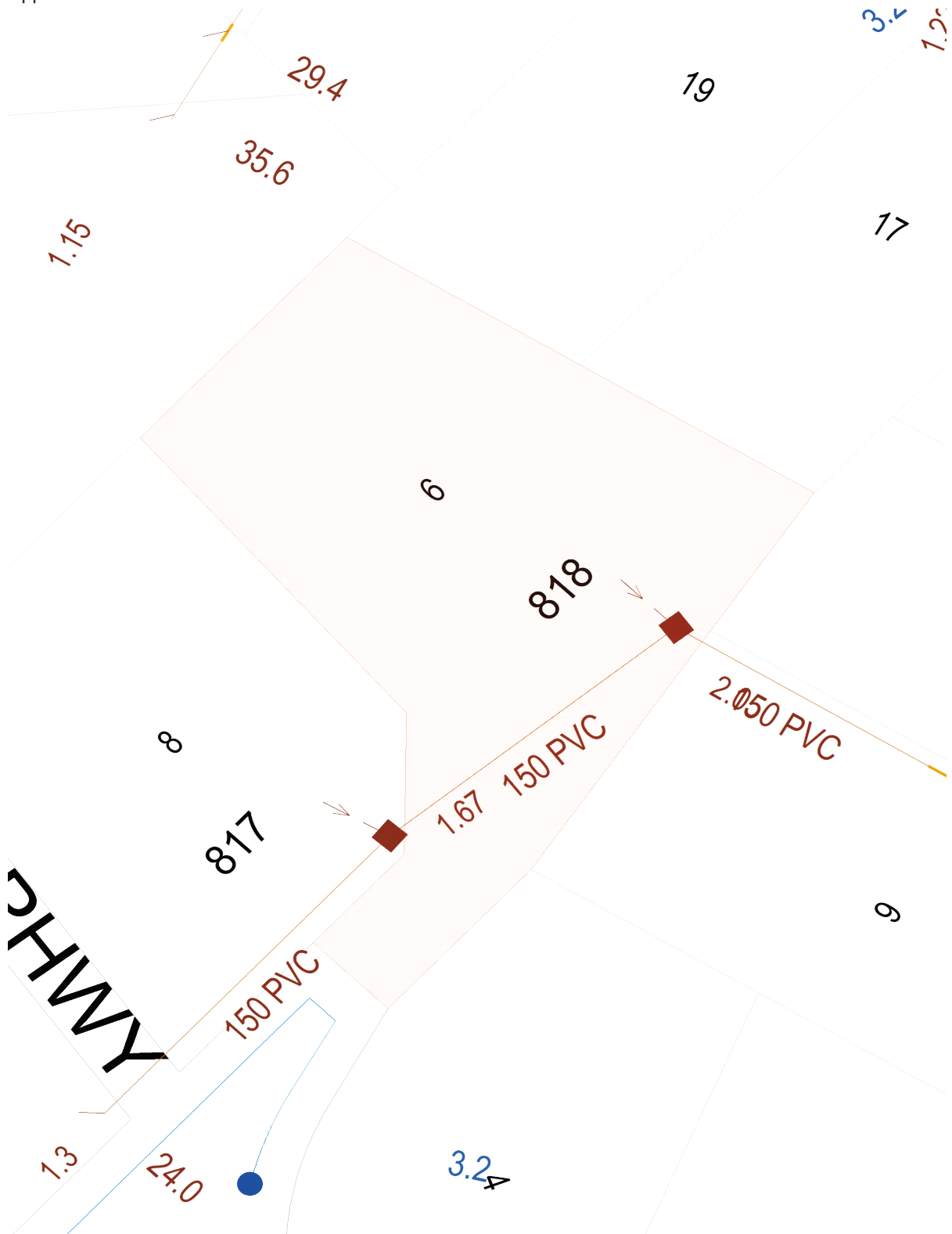
Document generated at 08-08-2025 12:17:36 PM

## Disclaimer

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

# Service Location Print

Application Number: 2203488



Document generated at 08-08-2025 12:17:58 PM

## Disclaimer

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

# Asset Information

## Legend

<b>Sewer</b>		<b>Property Details</b>	
Sewer Main (with flow arrow & size type text)	225 PVC	Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)	1.7	Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)	10.0		
Concrete Encased Section	Concrete Encased		
Terminal Maintenance Shaft	TMS		
Maintenance Shaft	MS		
Rodding Point	RP		
Lamphole			
Vertical	VERT		
Pumping Station	SP0882		
Sewer Rehabilitation			
<b>Pressure Sewer</b>		<b>Water</b>	
Pressure Sewer Main		WaterMain - Potable (with size type text)	200 PVC
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
<b>Vacuum Sewer</b>		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
<b>Stormwater</b>		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
		<b>Private Mains</b>	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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



# Standard Form Agreement

## Standard form residential tenancy agreement

### Schedule 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.

This agreement is made on

**09 October 2024** at **Currans Hill, 2567**

between **Gemma Louise Johnson, Daniel Craig Few** and **Ryan Patrick Ambrose**

## Landlord

**Ryan Patrick Ambrose**  
ryanambrose83@hotmail.com

**Note.** These details must be provided for landlord(s), whether or not there is a landlord's agent.

## Tenants

**Gemma Louise Johnson**  
p: +61 410 706 865  
e: gemgemjohnno@gmail.com

**Daniel Craig Few**  
p: +61 432 946 005  
e: whscomputers@hotmail.com

## Landlord's Agent Details

**CJ Crescini Real Estate**  
Level 2, 351 Oran Park Drive, Oran Park  
p: +61 280 016 362, e: info@cjcrealestate.com

## Tenant's Agent Details

**Not Applicable**

## Term of Agreement

The term of this agreement is -

- ☐ 6 months
- ☐ 12 months
- ☐ 2 years
- ☐ 3 years
- ☐ 5 years
- ☒ Other (please specify) 52 weeks
- ☐ Periodic (No End Date)

Starting on **the 12th of October 2024** and ending on **the 10th of October 2025**

**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

6 David Place, Mount Annan NSW 2567

## The residential premises include:

*[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

As per the ingoing condition report

## Rent

The rent is **\$780.00 per week**, payable in advance starting on **the 12th of October 2024**

**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.

### The method(s) by which the rent must be paid:

a. Other:

Pay via Managed App. Please pay your rent 3 days before your due date.

**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 **\$3120.00** 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.

## Occupants

**No more than 4 person(s)**

No more than 4 person(s) may ordinarily live in the premises at any one time.

## Urgent repairs

Nominated tradespeople for urgent repairs:

### Plumber

AB TB Plumbing, AB TB Plumbing  
p: 0418296715

### Electrician

Oz Tech Sparks Electrical, Oz Tech Sparks  
Electrical  
p: 0449625771

### Real Estate

CJ Crescini Real Estate, CJ Crescini Real  
Estate  
p: 0425363157

## 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.

## Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

☒ Yes ☐ No

## 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:**9v**

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 clauses 50.

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

Email: info@cjcrealestate.com

### Tenant

Does the tenant give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clause 50.

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

Email: gemgemjohnno@gmail.com, whscomputers@hotmail.com

### 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**.

### 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.

# The 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.

- 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:

## 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

- 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 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.
- 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

Initialled by Gemma  
Louise Johnson  
the 10th of October  
2024



Initialled by Daniel  
Craig Few  
the 10th of October  
2024



*[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]*

Initialled by Gemma Louise Johnson  
the 10th of October 2024



Initialled by Daniel Craig Few  
the 10th of October 2024



**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

Initialed by Gemma  
Louise Johnson  
the 10th of October  
2024



Initialed by Daniel  
Craig Few  
the 10th of October  
2024



[Additional terms may be included in this agreement if:

- both the landlord and tenant agree** to the terms, and
- they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- 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]*

Initialed by Gemma  
Louise Johnson  
the 10th of October  
2024



Initialed by Daniel  
Craig Few  
the 10th of October  
2024



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

**54 The tenant agrees:**

- ~~to supervise and keep the animal within the premises, and~~
- ~~to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~
- ~~to ensure that the animal is registered and micro-chipped if required under law, and~~
- ~~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** The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

### Additional term - Rent increases during the fixed term

**57** If the details in this clause 57 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows

57.1 on \_\_\_\_/\_\_\_\_/\_\_\_\_, rent is to be increased to \$\_\_\_\_ per \_\_\_\_.

**58** If the details in this clause 58 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: [insert method of calculation]

#### [For a Fixed Term of less than 2 years]

**Note:** The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

#### [For a Fixed Term of 2 years or more]

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months and may be increased whether or not the agreement specifies the increased rent or the method of calculating the increase.

### Additional term - No set off

**59** Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

### Additional term - Smoking

**60 The tenant must** not smoke or allow others to smoke in the premises.

**61** If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

**62** If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

### Additional term - Tenancy Databases

- 63** The landlord may list the tenant's personal information in a residential tenancy database if:
- 63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
  - 63.2 the tenant breached this agreement;
  - 63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and
  - 63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

#### Additional term - Condition Report

- 64** If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:
- 64.1 it forms part of this agreement; and
  - 64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.
- 65** If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:
- 65.1 form part of this agreement; and
  - 65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

#### Additional term - Previous Condition Report

- 66** **the parties agree** that the condition report dated \_\_\_\_/\_\_\_\_/\_\_\_\_ and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

#### Additional term - Health Issues

- 67** **The tenant must**
- 67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
  - 67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
  - 67.3 ensure that the premises are free of any pests and vermin; and
  - 67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

#### Additional term - Telecommunication Facilities

- 68** The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

#### Additional term - Repairs

- 69** **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.
- 70** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

#### Additional term - Procedure on Termination

- 71** Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.
- 72** If the tenant fails to comply with clause 71, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
- 72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or
  - 72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.
- 73** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.
- 74** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:
- 74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and
  - 74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

#### Additional term - Dishonoured Payments

- 75** If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

#### Additional term - Gardens

- 76** The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

#### Additional term - care of swimming pool

- 77** ~~If there is a swimming pool located on the premises, the tenant must-~~

- 77.1 ~~keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~
- 77.2 ~~regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~
- 77.3 ~~regularly clean the pool filters and empty out the leaf baskets;~~
- 77.4 ~~maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~
- 77.5 ~~maintain the water level above the filter inlet at all times;~~
- 77.6 ~~promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~
- 77.7 ~~ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~
- 77.8 ~~not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~
- 77.9 ~~take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

#### Additional term - electronic signatures

- 78 Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.
- 79 Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

#### Additional term - Asbestos

- 80 The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

#### Additional term - Consent to publish photographs of residential premises

- 81 The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.
- 82 The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

#### Additional term - Garage

- 83 The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.



#### Additional term - Storage

- 84 The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

#### Additional term - Privacy

- 85 The *Privacy Act 1988* (Cth) (the Act) allows certain information referred to in this agreement to be collected, used and disclosed. The information collected, used and disclosed is in relation to any tenant named in this agreement. You acknowledge and agree that this Privacy Policy does not form part of the agreement and will only apply to the extent that the landlord and/or their managing agent, collects, uses and discloses personal information as required by, and to comply with, the Act. Any personal information collected about you may be disclosed by the landlord and/or their managing agent, to: other third parties as required by any applicable law; prospective and actual purchasers; service providers; tradespeople; financial institutions; tenancy databases; valuers; Courts and Tribunals; and any other provider of services to either the landlord, their managing agent or you. You have the right to request access to any personal information held by the landlord and/or its managing agent, unless the landlord and/or its managing agent is permitted by law to withhold that information. By signing this agreement, you acknowledge having reading and understood this Privacy Policy and authorise the landlord and/or its agent to collect, use and obtain, in accordance with the Act, your personal information for the purposes specified herein.

## Special Conditions and Terms

Signed by Gemma Louise Johnson the 10th of October 2024		Signed by Daniel Craig Few the 10th of October 2024	
--	---	--	---

### Pets

The tenants are not permitted to keep pets on the premises at any time during the tenancy without the written permission of the landlord. If agreed, the tenants are responsible for all cleaning, repairs and any damages caused by the pets. Before vacating the tenant must also have the property professionally fumigated and a copy of the receipt must be provided to the agent.

### Smoke Alarms

Tenants are responsible for replacing the batteries in the smoke alarm detectors at regular intervals and report any faults to the Agent immediately.

### Fixtures

Tenants are not permitted to install fixtures such as nails, screws, drawing pins, adhesive hooks, tape or blue tac on the walls, doors, ceilings, architraves etc. without the Landlord's written permission.

### Water Usage

Under clause 12, water usage accounts are to be paid within twenty-one (21) days of notification from the Agent.

### Parking

Tenants are permitted to park only in the designated parking areas and are not allowed to park any vehicle/s on the grassed areas at the premises.

### Outdoor Maintenance

Tenants are responsible for the maintenance and upkeep of the lawns, weeding and gardens, and are not to remove or alter any trees, plants or shrubs without prior written consent from the Landlord.

### Water Savings

No sprinklers or watering systems are to be used at any time, however, you are permitted to hose plants, lawns and gardens by hand. For more information refer to [www.sydneywater.com.au](http://www.sydneywater.com.au)

### Maintenance

Tenants are responsible for the maintenance and upkeep of any inclusions in the property such as; pool, spa baths, alarm, air conditioning and heaters. Should any of the inclusions cease during the tenancy, the Landlords are not at liberty to replace them. Any replacements are at the Landlords own discretion.

### Tenancy Databases

Tenants understand thoroughly that if during or at the completion of their tenancy they default in their rental payments or damage the property they will be listed on the following tenancy databases: TRA, TICA, NTD, VEDA, BARCLAY & ANY OTHER FINANCIAL / CREDIT DATABASES.

### Mail Redirection

It is the tenant's responsibility that if they receive any mail that does not belong to them to deliver/redirect to the Agents office.

### Smoking

Tenants are not permitted to smoke inside the premises. All smoking must be conducted outside and all associated cigarette butts disposed of accordingly and not thrown in the garden beds or lawns.

### Carpet Cleaning

Prior to vacating the tenant must professionally steam clean all carpets and a copy of the receipt must be provided to the agent.

### Ingoing Condition Report

When completing the ingoing inspection report, should the tenant find a lot of discrepancies they are to contact the office immediately to organise a re-inspection. If there are cleaning issues, please do not clean as we must view the items in question.

### Repairs

The tenant agrees that all repairs & maintenance must be in writing to the agent via email along with photos if possible. If the repair is caused by the tenant, the tenant agrees that they will be liable for the cost of the repair. If the tenant agrees to an appointment with a tradesperson and the tenant fails to meet the arrangement, the tenant will be liable for the call out fee.

### Wet Wipes & Thick Paper Towels

The tenant agrees not to flush any wet wipes or thick paper towels down the toilet as this will cause blockage. If any blockage is found to be caused by this the tenant will be liable for the cost.

### Gas Bottles

The tenant agrees not to place any gas bottles inside any part of the property under any circumstances.

### Light Bulbs

It is the tenants responsibility to replace all bulbs as required

### Air Conditioning Filters & Exhaust Fan Covers

It is the tenants responsibility to regularly clean the air conditioning filters and exhaust fan covers in the property every 3 months.

### When Cooking

The tenant agrees to take special care when cooking and to repair/replace any damage caused by overflowing, cooking splashes and strong aromas.

### Ventilation

The tenant agrees to keep walls and ceilings free from mould and to open the doors and windows when possible to ensure adequate ventilation to the property.

### Vacating During Christmas Closure

The tenant agrees that they will not give notice to vacate when the agents office is closed between Christmas Eve & New Year.

### Service Calls & Repairs

The tenant agrees that the cost of any service calls or repairs undertaken without prior authorisation by the owner, unless it's an emergency as listed in the tenancy agreement, will be the responsibility of the tenant. The tenant agrees to allow reasonable access to tradespeople. If the tenant fails to keep an appointment with a tradesperson the tenant will be responsible for costs incurred. The tenant understands that all requests for non- emergency repairs and maintenance must be given to the agent in via Managed App. Non-emergency repairs will only be carried out during the normal working hours of the tradesperson (usually 8am to 4pm Monday to Friday)

11.4. The tenant agrees to pay for such work which is found to be unnecessary in the event that the tenant arranged without written consent.

### Contact Details

The tenant agrees to notify the agent if their place of employment, contact number or email address have been changed.

### Garage Storage

The tenant agrees that the garage is to house motor vehicles only. The storage of personal possessions is done so at the tenants own risk and any damage to tenants possessions is the responsibility of the tenant.

### Ventillation

The tenant agrees to keep the walls and ceilings free from mould, and to open doors and windows when possible to ensure adequate ventilation to the premises. If there are any serious mould problems, the tenant/s must inform the managing agent in writing immediately.

### Presentation

The tenant understands and agrees that the lot must be kept free from car parts, scrap metal or any other object that is not being used regularly.

### Trampoline & Basketball Ring

The owner has gifted the existing trampoline and basketball ring to the tenant. The tenant acknowledges and accepts these items and agrees to take full responsibility for their upkeep, safety, and legal compliance during the tenancy. The owner will not be responsible for the maintenance or condition of these items. Furthermore, the tenant agrees to remove and properly dispose of the trampoline and basketball ring upon vacating the property.

## Notes

### 1. Definitions

In this agreement:

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

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.

**regulations** means the Property and Stock Agents Regulation 2022 (NSW).

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

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

### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). 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.

**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**

*Landlord's agent*  
Chris Crescini  
the 11th of October 2024



**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.

*Landlord's agent*  
Chris Crescini  
the 11th of October 2024



**SIGNED BY THE TENANT**

*Tenant #1*  
Gemma Louise Johnson  
the 10th of October 2024



*Tenant #2*  
Daniel Craig Few  
the 10th of October 2024



## TENANT INFORMATION STATEMENT

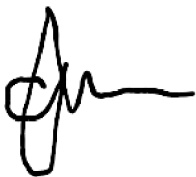
The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

*Tenant #1*

Gemma Louise Johnson  
the 10th of October 2024

*Tenant #2*

Daniel Craig Few  
the 10th of October 2024



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

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](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).

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to CJ Crescini Real Estate. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Gemma Louise Johnson

Agreed by Daniel Craig Few

Audit Trail

10 October 2024 04:01 PM	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), have been sent to Gemma Louise Johnson (gemgemjohnno@gmail.com), Daniel Craig Few (whscomputers@hotmail.com)	
	Residential Tenancy agreement is sent to Gemma Louise Johnson	220.233.19.214
10 October 2024 04:01 PM	Residential Tenancy agreement is sent to Daniel Craig Few	220.233.19.214
10 October 2024 05:26 PM	Viewed by Daniel Craig Few	124.190.132.23
10 October 2024 05:29 PM	Viewed by Gemma Louise Johnson	172.225.64.60
10 October 2024 05:37 PM	Gemma Louise Johnson Initialled the by-laws clause	172.225.156.34
10 October 2024 05:38 PM	Gemma Louise Johnson Initialled the swimming pool clause	172.225.156.34
10 October 2024 05:38 PM	Gemma Louise Johnson Initialled the additional terms	172.225.156.34
10 October 2024 05:39 PM	Gemma Louise Johnson Initialled the pets clause	172.225.156.34
10 October 2024 05:40 PM	Daniel Craig Few Initialled the by-laws clause	124.190.132.23
10 October 2024 05:40 PM	Daniel Craig Few Initialled the swimming pool clause	124.190.132.23
10 October 2024 05:41 PM	Gemma Louise Johnson Initialled the bottom of each page	172.225.156.34
10 October 2024 05:41 PM	Daniel Craig Few Initialled the additional terms	124.190.132.23
10 October 2024 05:41 PM	Daniel Craig Few Initialled the pets clause	124.190.132.23
10 October 2024 05:47 PM	Daniel Craig Few Initialled the bottom of each page	124.190.132.23
10 October 2024 05:53 PM	Daniel Craig Few signed the special conditions and terms	124.190.132.23
10 October 2024 05:53 PM	Tenant Daniel Craig Few has confirmed their identity	124.190.132.23
10 October 2024 05:54 PM	Signed by Daniel Craig Few	124.190.132.23
10 October 2024 05:54 PM	Daniel Craig Few has sent the agreement back to the agent	124.190.132.23
10 October 2024 05:54 PM	Gemma Louise Johnson signed the special conditions and terms	172.225.156.34
10 October 2024 05:54 PM	Tenant Gemma Louise Johnson has confirmed their identity	172.225.156.34
10 October 2024 05:54 PM	Signed by Gemma Louise Johnson	172.225.156.34
10 October 2024 05:54 PM	Gemma Louise Johnson has sent the agreement back to the agent	172.225.156.34
10 October 2024 05:54 PM	All signatures received, Contract is sent back to the agent	
10 October 2024 06:05 PM	Viewed by Daniel Craig Few	124.190.132.23
11 October 2024 09:56 AM	Signed by agent Chris Crescini	1.145.118.74
11 October 2024 09:56 AM	Residential Tenancy agreement has been sent to: gemgemjohnno@gmail.com, whscomputers@hotmail.com, info@cjcrealestate.com	