

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	VALLEY ESTATE AGENTS 444a High Street MAITLAND NSW 2320 Email: sales@valleyestateagents.com.au	phone 02 4934 1901 mobile 0439 623 933 ref Alana Barker
co-agent	Not Applicable	

vendor

vendor's solicitor

date of completion See clause 39.1 and clause 15
 Land (address, plan details and title reference) **1 SHALISTAN STREET, CLIFTFLEIGH NSW 2321**
 Registered Plan: Lot 516 in Deposited Plan 1242603
Folio Identifier 516/1242603

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:
 attached copies documents in the List of Documents as marked or numbered:
 other documents:

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: smoke alarms			
exclusions				
purchaser				
purchaser's				phone
<input type="checkbox"/> solicitor				fax
<input type="checkbox"/> conveyancer				ref
	email:			
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date		(if not stated, the date this contract was made)		

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares

~~GST AMOUNT (optional) — The price includes GST of \$~~

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit bond** NO yes

Nominated Electronic Lodgment 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):

Parties agree that the deposit be invested (clause 2.9) NO yes

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

Land tax is adjustable NO yes

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

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

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

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

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

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) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's 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>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewerage 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 checked="" 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 checked="" type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input checked="" type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</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>Strata or community title (clause 23 of the contract)</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 documents relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60 Other: Not Applicable</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

1 SHALISTAN ST CLIFTELEIGH 2321

Conditions of sale by auction

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

Bidders Record means the Bidders Record to be made and kept pursuant to sections 14, 15 and 16 of the *Property and Stock Agents Regulation 2022* (NSW) and section 68 of the *Property and Stock Agents Act 2002* (NSW).

- (1) The following conditions are prescribed as applicable to 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 unless the auction relates solely to livestock.
 - (b) A vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) If there is a disputed bid:
 - (i) the auctioneer is the sole arbitrator; and
 - (ii) the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
 - (f) A bidder is taken to be bidding on the bidder's own behalf 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 must not be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid.
 - (b) Subject to the condition prescribed by subsection (3)(a):
 - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land; and
 - (ii) no other vendor bid may be made by the auctioneer or any other person.

- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator:
- (a) More than 1 vendor bid may be made to purchase the 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 all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price:

- (a) if the amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction; or
- (b) if the amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of the amount; or
- (c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer – before or at the time specified in the agreement.

Additional clauses forming part of this Contract for the sale and purchase of 1 Shalistan Street, Clifftleigh

33. Defined Terms

33.1 Words defined in clause 1 of the Standard Form have the meaning given in that clause unless otherwise defined below in this clause 33 or where the context otherwise requires:

Authority means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays, Sundays or public holidays.

Completion means completion of the sale and purchase of the property under this Contract and “**complete**” and “**completed**” have corresponding meanings.

Contract means the Standard Form and these additional clauses including all attachments, schedules, exhibits and annexures to the Standard Form and these additional clauses.

Environmental Law means any law concerning environmental matters, and includes law concerning land use, development, pollution, waste disposal, contamination, toxic and hazardous substances, conservation of natural or cultural resources and resource allocation including any law relating to exploration for, or development or exploitation of, any natural resource.

Environmental Liability means any obligation, expense, penalty or fine under Environmental Law which would or could be imposed upon the Purchaser or any occupier of the property as a result of activities carried on during the ownership or occupation of the property by the Vendor, or by the Vendor’s predecessors in title or by any previous occupier of the property.

Loss means any damage, loss, cost, expense, liability or payment however arising, which a party will be entitled to recover as a matter of law.

Standard Form means the standard form contract for the sale and purchase of land (2022 edition) that forms part of this Contract.

34. Interpretation

34.1 In this Contract headings are for convenience only and do not affect the interpretation of this Contract and, unless the contrary intention appears:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;

- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning;
- (d) an expression importing a natural person includes any individual, company, partnership, joint venture, association, corporation or other body corporate and any Authority;
- (e) no provision of this Contract will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Contract or that provision;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (h) in determining the time of day where relevant to this Contract the relevant time of day is the time of day on a Business Day; and
- (i) a reference to:
 - (i) any thing (including any right) includes a part of that thing but nothing in this clause 34.1 implies that performance of part of an obligation constitutes performance of the obligation;
 - (ii) a clause, party, attachment, annexure, exhibit or schedule is a reference to a clause of, and a party, attachment, annexure, exhibit and schedule to, this Contract;
 - (iii) legislation includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
 - (iv) a document (including this Contract) includes all amendments or supplements to, or replacements or novations of, that document;
 - (v) a party to a document includes that party's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
 - (vi) "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
 - (vii) "law" includes legislation, the rules of the general law, including common law and equity, and any judgment order or decree, declaration or ruling of a court of competent jurisdiction or governmental agency binding on a person or the assets of that person; and

(viii) a monetary amount is a reference to Australian Dollars.

35. Amendments to Standard Form

- 35.1 The definition of “bank” in clause 1 is amended by deleting the words “, a building society or a credit union”.
- 35.2 The definition of “work order” in clause 1 is amended by inserting after the word “order” the words “in writing issued by a competent authority”.
- 35.3 Clause 5.1 is deleted.
- 35.4 Clause 7.1.1 is amended by deleting “5%” and replacing it with “1%”.
- 35.5 Clause 7.2.1 is amended by deleting “10%” and replacing it with “2.5%”.
- 35.6 Clause 8.1 is amended by deleting clauses 8.1.1, 8.1.2 and 8.1.3 and inserting the following:
- “8.1.1 the vendor is unable or unwilling to comply with a *requisition* or claim for compensation;
- 8.1.2 the vendor serves a notice of intention to *rescind* which specifies the *requisition* or claim for compensation; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* or claim for compensation within 14 days after that service.”
- 35.7 Clauses 10.1, 10.2 and 10.3 are amended by inserting the words “or delay completion of this contract” after the word “terminate” where that word first appears in each of the clauses.
- 35.8 In clauses 10.1.8 and 10.1.9 the words “substance” and “disclosed” are replaced with the words “existence” and “noted” respectively.
- 35.9 The following additional clause 10.4 is inserted after clause 10.3:
- “10.4 For the purposes of the *Conveyancing Act 1919* (NSW), and the provisions of this contract referring to disclosure:
- 10.4.1 a disclosure is deemed to be made if a reference to the relevant matter is made in this contract; and
- 10.4.2 the vendor discloses all of the material appearing in the documents attached to this contract, whether or not specified in the list of documents appearing on page 3 of this contract.”
- 35.10 Clause 11.1 is amended by italicising the word “made” and by inserting the words “and *made* means delivered to the vendor” to the end of the clause.
- 35.11 Clause 12 is amended by inserting the following at the end of the clause:

“In this clause 12, certificate does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor (which may be withheld in the vendor’s absolute discretion).”

35.12 Clause 13.4.4 is deleted and replaced with:

“13.4.4 if either party, despite clause 13.4.1, serves on the other party a copy of a letter or an email from the Australian Taxation Office stating or to the effect that the vendor has to pay GST on the price or that the supply made by the vendor under this contract is a taxable supply, the purchaser must pay to the vendor on demand the amount of the GST assessed, in addition to the price, irrespective of whether that demand is made before or after completion. Further, the purchaser indemnifies the vendor for the amount of that GST, if any, and all costs, interest and penalties in that regard. This clause 13.4.4 does not merge on completion.”

35.13 Clause 14.4.2 is deleted.

35.14 Clause 14.8 is amended by inserting after the word “started” the words “by a competent authority”.

35.15 Clause 20.6.5 is amended by inserting the following at the end of the clause:

“, however a delivery report will be sufficient evidence of the service of an email or fax”.

35.16 Clause 23.5.2 is amended by deleting the words “but is disclosed in this contract”.

35.17 Clause 23.6 is deleted and replaced with:

“23.6 The purchaser is liable from the contract date for all contributions which are not regular periodic contributions that:

23.6.1 are payable by instalments, even if the contribution was determined before the contract date; or

23.6.2 are determined after the contract date,

whether or not the contribution is disclosed in this contract.”

35.18 Clause 23.7 is deleted.

35.19 Clause 23.8 is amended by deleting the word “Normally,”.

35.20 Clause 23.9.3 is amended by deleting the words “or before completion”.

35.21 Clause 23.9.4 is amended by deleting the words “or before completion”.

35.22 Clause 23.13 is:

(a) amended by deleting the words “at least 7 days”; and

(b) deleted if the owners corporation has not been established in accordance with the *Strata Schemes Management Act 2015* (NSW).

- 35.23 Clause 23.14 is amended by deleting the first sentence.
- 35.24 Clause 31.1.2 is amended by inserting the words "or is not served on the purchaser before the date for completion" at the end of the clause.
- 35.25 If there is any inconsistency between the Standard Form and these additional clauses, the additional clauses prevail.
- 35.26 The conditions of this Contract are to be read and construed subject to any rights of the parties arising under the *Conveyancing Act 1919* (NSW) or the *Conveyancing (Sale of Land) Regulation 2022* (NSW) which cannot be excluded.

36. Condition of the property

- 36.1 The Purchaser warrants to the Vendor that:
- (a) the Vendor, the Vendor's agent or any other person on behalf of the Vendor or the Vendor's agent has not made any warranty or representation in respect of the property; and
 - (b) because of the Purchaser's own inspection and enquiries, the Purchaser:
 - (i) is satisfied as to the nature, quality, condition and state of repair of the property including the applicability of any Environmental Liability of the property;
 - (ii) accepts the property as is and subject to all defects (latent and patent), any Environmental Liability and all contamination, dilapidation and infestation;
 - (iii) is satisfied as to the purposes for which the property and its improvements may be used including the conduct of any business proposed by the Purchaser;
 - (iv) is satisfied as to the rights and privileges relating to the property; and
 - (v) is satisfied as to the financial return or income to be derived from the property.
- 36.2 The Purchaser must not make any objection, claim for compensation or requisition or delay Completion of, or rescind or terminate, this Contract because of anything relating to or connected with:
- (a) the nature, quality, condition or state of repair of the property including defects (latent or patent), contamination or the applicability of any Environmental Liability to the property, dilapidation or infestation of the property;
 - (b) the purposes for which the property may be used;
 - (c) Environmental Liability, contamination, dilapidation, infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the contract date and Completion;

- (d) there being or not being an easement or other right in respect of a service referred to in clause 10.1.2;
- (e) any storm water channels, drains, pipes, mains or other installations on or passing over or under the property; or
- (f) any matter disclosed or noted in this Contract,

and cannot require the Vendor to carry out any work on or related to the property.

37. Death, bankruptcy, insolvency, etc.

37.1 If before Completion either party (and if more than one, any of them) being a natural person:

- (a) dies;
- (b) becomes mentally ill; or
- (c) becomes the subject of orders under the *NSW Trustee and Guardian Act 2009* (NSW) or the *Guardianship Act 1987* (NSW),

the other party may by serving written notice on the first mentioned party's solicitor rescind this Contract and the provisions of clause 19 will apply.

37.2 If before Completion the Purchaser (and if more than one, any of them):

- (a) being a natural person, is declared bankrupt or enters into any scheme of arrangement or makes any assignment for the benefit of creditors; or
- (b) being a corporation:
 - (i) resolves to go into liquidation;
 - (ii) an order is made for its winding up;
 - (iii) enters into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001* (Cth);
 - (iv) has appointed any administrator, liquidator, receiver or receiver and manager; or
 - (v) is deregistered,

then the Purchaser will be in default of its obligations under this Contract and the Vendor may by serving written notice on the Purchaser's solicitor terminate this Contract and the provisions of clause 9 will apply (in addition to all other rights which may be available to the Vendor at law or in equity as a result of a default by the Purchaser).

38. Introduction to the Vendor

38.1 The Purchaser:

- (a) warrants that it was not introduced to the Vendor or the property by any real estate agent except the Vendor's agent (if any);
- (b) indemnifies the Vendor against any claim for commission by reason of any introduction by any other real estate agent and against all costs and expenses incidental to defending any such claim; and
- (c) agrees that these indemnities will be continuing indemnities not merging on Completion.

38.2 The Vendor warrants that the Vendor has not entered into any exclusive agency agreement with any real estate agent other than the Vendor's agent.

39. Completion

39.1 Completion is to take place on the date for completion being the later of:

- (a) the date 49 days after the date of this Contract;
- (b) the date 30 days after the Vendor serves the sitting tenant with a Notice to Quit; and
- (c) the date the sitting tenant gives vacant possession of the property to the Vendor.

39.2 If this Contract is not completed on or before the date for completion:

- (a) the Vendor (by notice served on the Purchaser) can require the Purchaser to complete this Contract within any period of not less than 14 days after service of that notice and by that notice make time of the essence of this Contract both at law and in equity; and
- (b) the Purchaser (by notice served on the Vendor) can require the Vendor to complete this Contract within any period of not less than 14 days after service of that notice and by that notice make time of the essence of this Contract both at law and in equity.

39.3 The parties acknowledge that the time limits referred to clause 39.2 are reasonable and when expressed in any notice served pursuant to that clause will be of the essence of this Contract both at law and in equity.

39.4 A party that serves a notice to complete pursuant to clause 39.2 reserves the right to:

- (a) withdraw the notice; and
- (b) issue further notices to complete.

39.5 The Vendor is entitled to serve a notice under clause 39.2 even though as at the date of such notice the land is subject to a charge for unassessed land tax or for assessed and unpaid land tax.

39.6 If the Vendor serves a notice to complete pursuant to clause 39.2, the Purchaser must as an essential term of this Contract pay, on or before Completion, the Vendor's legal costs of \$385 (inclusive of GST) on an indemnity basis as a reasonable pre-estimation of the cost of the additional work arising from the Purchaser's failure to Complete on the date for completion.

40. Liquidated damages for delay

40.1 If for any reason not solely attributable to the Vendor the balance of the price and any other amount payable by the Purchaser to the Vendor under this Contract (**Total Payable**) is not paid by the Purchaser to the Vendor by the date for completion, the Purchaser must on Completion pay to the Vendor, in addition to the Total Payable and as a reasonable pre-estimation of the Vendor's damages:

- (a) interest on the Total Payable at an interest rate of ten percent (10%) per annum, calculated daily from (and including) the date for completion until actual Completion; and
- (b) the sum of \$385 (inclusive of GST) to cover the legal costs and other expenses of the Vendor incurred as a consequence of the delay by the Purchaser,

without prejudice to the Vendor's rights under clause 9 or its other rights to damages by virtue of the default of the Purchaser.

40.2 Any interest payable by the Purchaser pursuant to clause 40.1 will form part of the balance of the price and must be paid on Completion as an essential term of this Contract.

41. Error in Adjustments

If on Completion any adjustment required under this Contract has not been made or has been incorrectly calculated then, on request by a party, the parties must:

- (a) make the correct adjustment; and
- (b) pay (as applicable to the relevant party) any amount required to be paid as a result of the correct adjustment being made.

42. Resident Status

The Purchaser indemnifies the Vendor against any Loss the Vendor may suffer or incur as a direct or indirect result of a breach by the Purchaser of the promise contained in clause 22.1.

43. Purchaser's Default

43.1 The rights contained in clause 9 are in addition to all other rights which may be available to the Vendor at law or in equity as a result of a default by the Purchaser. Nothing in clause 9 shall

imply any restriction or limitation on the rights of the Vendor arising as a result of a breach of this Contract by the Purchaser, whether at law or in equity.

43.2 The Vendor will not be obliged to terminate this Contract before exercising or enforcing any right which the Vendor may have as a result of a default by the Purchaser.

43.3 The Purchaser must pay to the Vendor all reasonable costs, charges and expenses incurred by the Vendor in the exercise of any rights of the Vendor arising out of any default by the Purchaser under any condition express or implied in this Contract and any default in respect of which any such rights are exercised will be deemed not to have been remedied unless and until such payment is made.

44. Encumbrances

If any encumbrance to which this sale is not subject is noted on the certificate of title for the land on Completion:

- (a) the Purchaser must accept on Completion a duly executed discharge which will remove the encumbrance, together with the applicable registration fee; and
- (b) subject to any obligations as to further assurance, the Vendor is regarded as having given the Purchaser a transfer of the property free from the encumbrance when the Vendor gives the Purchaser the discharge.

45. Payment of 10% Deposit – Conditional Contract

45.1 Despite clause 2, where this Contract has been exchanged subject to the statutory cooling off pursuant to section 66S of the *Conveyancing Act 1919* (NSW), the Purchaser may pay the full 10% deposit to the Vendor by two unequal instalments as follows:

- (a) the first instalment, being an amount equal to 0.25% of the price, on the contract date; and
- (b) the second instalment, being an amount equal to 9.75% of the price, before 5pm on the date being 5 Business Days after the contract date.

45.2 The Purchaser acknowledges and agrees that:

- (a) this Contract is conditional on the Purchaser complying with this clause 45;
- (b) should the Purchaser not pay an instalment of the deposit on or before the date for payment of each instalment, as set out in clause 45.1, the Purchaser will be in breach of an essential term of this Contract and the Vendor will be entitled to immediately terminate this Contract by written notice to the Purchaser or the Purchaser's solicitor; and
- (c) all time periods provided for the payment of the instalments of the deposit in clause 45.1 are time of the essence of this Contract both at law and in equity.

45.3 On termination of this Contract by the Vendor pursuant to clause 45.2(b), this Contract has no further effect and neither the Vendor or the Purchaser are liable to each other except in respect of any breach of this Contract occurring or any right of claim arising before termination or as otherwise agreed between the parties.

45.4 This clause 45 is an essential term of this Contract.

46. Requisitions

46.1 The Purchaser agrees that the only form of requisitions the Purchaser may make under clause 5 are the form of requisitions attached to this Contract.

46.2 The Purchaser acknowledges that, as clause 5.1 has been deleted from this Contract, the requisitions attached to this Contract are not deemed to have been served on the contract date.

47. No Survey held by Vendor

47.1 The Purchaser acknowledges that the Vendor does not have a current survey report relating to the property.

47.2 The Purchaser must not make any objection, claim for compensation or requisition or delay Completion of, or rescind or terminate, this Contract in relation to any encroachment by the dividing fences (if any) between the property and adjoining properties.

48. Guarantee and Indemnity

48.1 This clause 48 applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian stock exchange. This clause 48 is an essential term of this Contract.

48.2 The word **Guarantor** means each director of the Purchaser as at the date of this Contract.

48.3 If each director of the Purchaser has not signed this Contract as a Guarantor, the Vendor may terminate this Contract by serving a notice, but only within 15 Business Days after the contract date.

48.4 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor:

- (a) payment of all money payable by the Purchaser under this Contract; and
- (b) the performance of all of the Purchaser's other obligations under this Contract.

48.5 The Guarantor:

- (a) indemnifies the Vendor against any claim, action or Loss incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and

- (b) must pay on demand any money due to the Vendor under this indemnity.
- 48.6 The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:
- (a) the performance by the Purchaser of its obligations under this Contract; and
 - (b) any Loss incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- 48.7 The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause 48.
- 48.8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause 48.
- 48.9 The Guarantor's obligations under this clause 48 are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - (e) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f) the winding up or deregistration of the Purchaser.
- 48.10 The deed constituted by this clause 48 binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 48.11 This clause 48 binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- 48.12 This clause 48 operates as a deed between the Vendor and the Guarantor.

49. General

49.1 Further assurance

Each party must:

- (a) use its reasonable efforts to do all things necessary and desirable to give full effect to this Contract; and

- (b) sign such further documentation as may be reasonably requested by the other party.

49.2 Prohibition or enforceability

- (a) Any provision of, or the application of any provision of this Contract, which is prohibited, void, illegal or unenforceable in any jurisdiction:
 - (i) is, in that jurisdiction, ineffective only to the extent to which it is void, illegal, unenforceable or prohibited;
 - (ii) does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions of this Contract in that or any other jurisdiction; and
 - (iii) is severable from this Contract and will not affect the remaining provisions of this Contract.
- (b) The application of this clause 49.2 is not limited by any other provision of this Contract in relation to severability, prohibition or enforceability.

49.3 Waivers

- (a) A waiver of any right, power, authority, discretion or remedy arising upon a breach of or default under this Contract must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in the exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this Contract, does not prevent the exercise of or result in a waiver of that right, power, authority, discretion or remedy at a later time.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Contract or default under this Contract as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party as a defence to the exercise of a right, power, authority, discretion or remedy by that other party.
- (e) A waiver is only effective in the specific instance and for the specific purpose for which it is given.

49.4 Variation

Subject to clause 49.5, a variation of any term of this Contract or a right or obligation created under it must be in writing and signed by all the parties.

49.5 Alterations and amendments to contract

Each party authorises its solicitor named on the front page of this Contract:

- (a) after execution by a party and up until the contract date, to make alterations or amendments to this Contract, including the insertion or removal of annexures or attachments, in accordance with a party's instructions and any alteration or amendment will be binding on the parties and any annexure or attachment inserted will form part of this Contract; and
- (b) after the contract date, to negotiate and enter into binding variations to the terms and conditions of this Contract, in accordance with a party's instructions, by way of exchange of letters or emails, and any such variations will be binding on the parties and will form part of this Contract.

49.6 Cumulative rights

The powers, rights and remedies of a party under this Contract are in addition to and do not exclude any other power, right or remedy provided by law or otherwise.

49.7 Entire agreement

- (a) This Contract embodies the entire agreement between the parties with respect to the subject matter of this Contract and supersedes any prior negotiation, arrangement, understanding or agreement with respect to the subject matter or any term of this Contract.
- (b) Any statement, representation, term, warranty, condition, promise or undertaking made, given or agreed to in any prior negotiation, arrangement, understanding or agreement, has no effect except to the extent expressly set out or incorporated by reference in this Contract.

49.8 Non-merger

No provision of this Contract merges on execution, Completion or termination, and the provisions of this Contract intended to have application after Completion or termination continue to apply despite Completion or termination for as long as is necessary to give effect to the operation of those provisions.

49.9 Continuing indemnities and survival of indemnities

- (a) Each indemnity contained in this Contract is a continuing obligation despite a settlement of account or the occurrence of anything, and remains in full force and effect until all money owing, contingently or otherwise, under an indemnity has been paid in full.
- (b) Each indemnity contained in this Contract:
 - (i) is an additional, separate and independent obligation of the party giving the indemnity and no one indemnity limits the generality of any other indemnity;
 - (ii) is unconditional and irrevocable; and
 - (iii) survives the termination of this Contract.

49.10 Electronic contract and electronic execution

- (a) This Contract is binding on the parties on exchange of contracts. A copy of a contract that is signed by a party in ink and sent by facsimile machine or that is electronically scanned and emailed:
 - (i) must be treated as an original;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.
- (b) Where a copy of a contract is signed by a party in ink and sent by facsimile machine or that is electronically scanned and emailed for the purposes of exchange, the original signed contract must (for good order only) be provided to the relevant party's solicitor within 5 Business Days after exchange.
- (c) This Contract may be executed electronically by either or both parties using an electronic signature software, and the parties agreed to be bound where this Contract or any counterpart of this Contract is signed electronically by either or both parties.
- (d) The parties are bound by the *Electronic Transactions Act 2000* (NSW) and the terms of any electronic signature software used to electronically sign this Contract.

49.11 No assignment or novation

A party may not assign or novate this Contract or otherwise transfer the benefit of this Contract or an obligation, right or remedy under it, without the prior written consent of the other parties.

49.12 Legal advice

Each party acknowledges that it has received legal advice in respect of this Contract or has had the opportunity of receiving legal advice about this Contract.

49.13 Set-off

The parties have no right of set off of any amounts owing, contemplated or otherwise payable under this Contract.

Execution by Guarantor

EXECUTED as a Deed.

SIGNED by _____ in
the presence of:

Signature of Witness

Name of Witness

SIGNED by _____ in
the presence of:

Signature of Witness

Name of Witness



FOLIO: 516/1242603

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/3/2025	3:03 PM	3	5/3/2019

LAND

LOT 516 IN DEPOSITED PLAN 1242603
 AT CLIFTLEIGH
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1242603

FIRST SCHEDULE

LEANNE MAREE BONHAM
 IN 1/100 SHARE
 ERIC JOHN BONHAM
 IN 99/100 SHARE
 AS TENANTS IN COMMON (T AP101505)

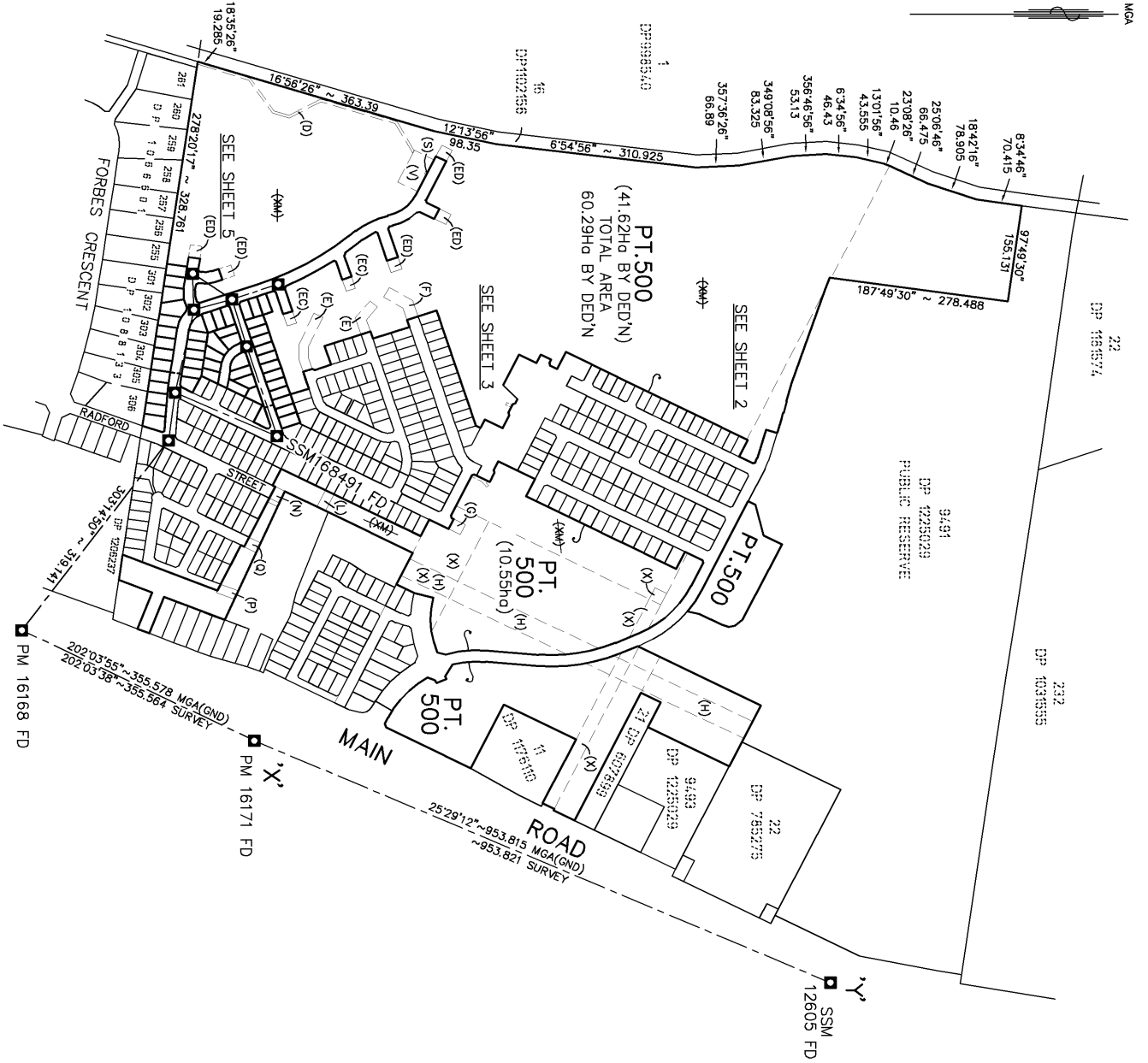
SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1242603 RESTRICTION(S) ON THE USE OF LAND
- 3 AP101506 MORTGAGE TO MEMBERS EQUITY BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



- (D) - EASEMENT FOR PIPELINE 4 WIDE (DP1182062)
- (E) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP1182062)
- (F) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 18 WIDE (DP1182062)
- (G) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17.5 WIDE (DP1182062)
- (H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE GOV CAZ DATED 9-12-1966 FOLIO 4997
- (I) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (G) (DP1169253)
- (J) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 20.5 WIDE (E) (DP1169253)
- (K) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (L) (DP1169253)
- (L) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17 WIDE (M) (DP1169253)
- (M) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP1169253)
- (N) - EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH (DP1169253)
- (O) - LAND EXCLUDES MATERIALS AND IS SUBJECT TO MINE - BK 1681 No.764
- (P) - LAND EXCLUDES MATERIALS - SEE GROWN GRANT
- (Q) - RIGHT OF ACCESS 15 WIDE
- (R) - RIGHT OF ACCESS 18 WIDE

SURVEYING AND SPATIAL INFORMATION REGULATION 2017 : CLAUSE 70

MARK	MGA COORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
PM 16168	361166.300	637034.000	B	2	SONMS	FOUND
PM 16171	361299.895	6370763.479	B	2	SONMS	FOUND
SSM 12605	361710.212	6371624.330	C	3	SONMS	FOUND
SSM 166488	360899.475	6370608.943	C	N/A	CADASTRAL TRAVERSE	FOUND
SSM 166490	360897.600	6370613.416	C	N/A	CADASTRAL TRAVERSE	FOUND
SSM 166491	360897.711	6370783.725	C	N/A	CADASTRAL TRAVERSE	FOUND
SSM 197862	360656.062	6370773.789	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 197863	360659.265	6370706.140	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 197864	360735.224	6370735.332	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 197865	360811.406	6370651.408	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM 197866	360895.350	6370643.252	C	N/A	CADASTRAL TRAVERSE	PLACED

COMBINED SCALE FACTOR = 0.999832
 DATE OF SONMS CO-ORDINATES = 22-01-2018
 MGA ZONE: 56
 MGA DATUM: GDA94

FROM	TO	HEIGHT DIFFERENCE SCHEDULE		METHOD
		HEIGHT DIFFERENCE	HEIGHT DATUM	
SSM 12605	PM 16171	+23.810		DIFFERENTIAL LEVELLING
PM 16171	PM 16168	-4.354		DIFFERENTIAL LEVELLING
PM 16168	SSM 166488	-7.089		DIFFERENTIAL LEVELLING
SSM 166488	SSM 166490	-3.274		DIFFERENTIAL LEVELLING
SSM 166490	SSM 197866	-1.099		DIFFERENTIAL LEVELLING
SSM 197866	SSM 197865	-0.700		DIFFERENTIAL LEVELLING
SSM 197865	SSM 197863	-1.712		DIFFERENTIAL LEVELLING
SSM 197863	SSM 197862	+0.141		DIFFERENTIAL LEVELLING
SSM 197862	SSM 197864	+0.724		DIFFERENTIAL LEVELLING
SSM 197864	SSM 166491	+3.007		DIFFERENTIAL LEVELLING
SSM 166491	SSM 12605	-9.474		DIFFERENTIAL LEVELLING

HEIGHT DATUM: AHD71

MARK	AHD VALUE	CLASS	ORDER	HEIGHT SCHEDULE		STATE
				HEIGHT DATUM	VALIDATION	
PM 16168	26.783	LB	L2	FROM SONMS - DATUM VALIDATION	FOUND	
PM 16171	31.137	LB	L2	FROM SONMS - DATUM VALIDATION	FOUND	
SSM 12605	7.327	LB	L2	FROM SONMS - DATUM VALIDATION	FOUND	
SSM 166490	16.420	LB	N/A		FOUND	
SSM 166491	16.801	LB	N/A		FOUND	
SSM 166488	19.694	LB	N/A		FOUND	
SSM 197862	13.050	LB	N/A		PLACED	
SSM 197863	12.909	LB	N/A		PLACED	
SSM 197864	13.794	LB	N/A		PLACED	
SSM 197865	14.621	LB	N/A		PLACED	
SSM 197866	15.321	LB	N/A		PLACED	

DATE OF SONMS AHD VALUES: 22-01-2018
 HEIGHT DATUM: AHD71

SSM 12605 - SSM 168491
 224°01'33" ~ 1169.294

SURVEYOR
 Name: DAVID LUKE SULLIVAN
 MONTEATH & POWYS
 Date: 24/04/2018
 Reference: 000466PPV
 2018MWT100484) ADDITIONAL SHEETS

SUBDIVISION OF LOT 9492 DP1225029

LGA: CESSNOCK
 Locality: CLIFTEIGH
 Date: 24/04/2018
 Reduction Ratio: 1:5000
 Lengths are in metres.

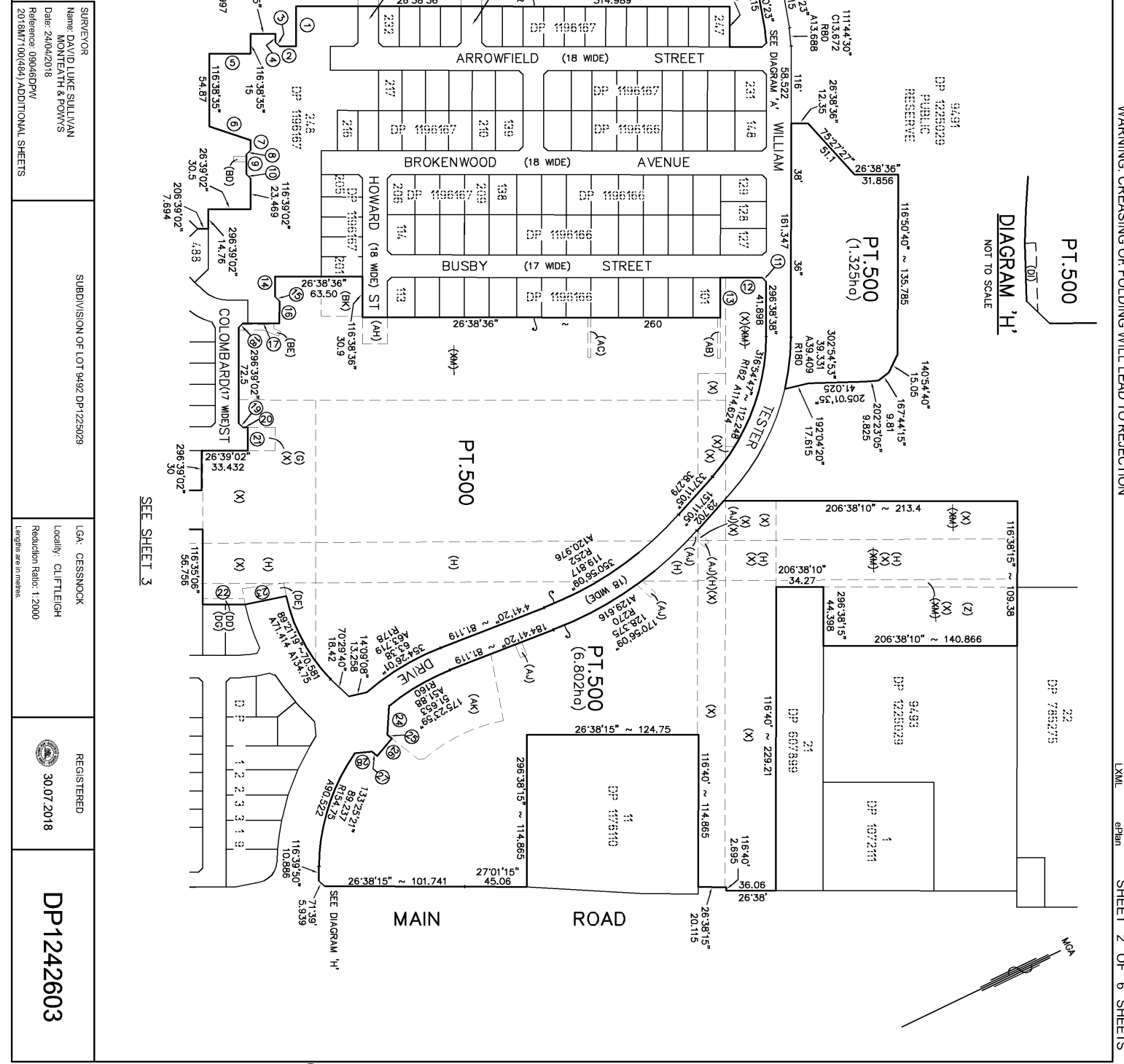
REGISTERED
 30.07.2018

DP1242603

SCHEDULE OF SHORTENINGS

REF.	BEARING	DISTANCE
1	116°38'36"	30.3
2	206°38'36"	12
3	296°38'36"	4.243
4	296°38'36"	6.338
5	206°38'36"	30
6	45°39'38"	31.732
7	116°38'36"	7.651
8	181°38'49"	4.242
9	116°38'36"	15
10	271°39'02"	4.243
11	251°38'56"	4.243
12	26°38'36"	30.3
13	116°38'36"	30.3
14	116°38'02"	13.491
15	71°39'02"	4.497
16	116°38'02"	16.819
17	26°38'02"	26.507
18	341°38'02"	4.243
19	251°38'02"	4.243
20	206°38'02"	3.5
21	296°38'02"	17.5
22	206°38'06"	30.795
23	14°32'16"	30.5
24	116°38'36"	22.232
25	86°14'17"	4.534
26	156°14'17"	17
27	246°14'17"	4.94
28	201°4'06"	12.657

- (DN) - BENEFITED BY EASEMENT FOR BILLBOARD 3.5 WIDE (DP1223319)
- (G) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17.5 WIDE (DP1182082)
- (H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE GOV GAZ DATED 9-12-1966 FOLIO 4997
- (X) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - BK 1881 No.764
- (Z) - RESTRICTION ON THE USE OF LAND (DP102111)
- (AB) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE (AA) (DP1196166)
- (AC) - EASEMENT FOR ACCESS 18 WIDE (DP1196166)
- (AD) - EASEMENT FOR DRAINAGE OF WATER 5 WIDE (DP1196166)
- (AE) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1196167)
- (AF) - EASEMENT FOR PIPELINE 4 WIDE (BE) (DP1196167)
- (BF) - RIGHT OF ACCESS AND EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1196167)
- (BK) - LAND BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP1196167)
- (BL) - EASEMENT FOR SUPPORT 1 WIDE (DP1223319)
- (OE) - EASEMENT FOR ACCESS 30.5 WIDE (DP1223319)
- (OG) - BENEFITED BY EASEMENT FOR SUPPORT 1 WIDE (DP1223319)
- (KM) - LAND EXCLUDES MINERALS - SEE SHOWN GRANT



SURVEOR
 Name: DAVID LUKE SULLIVAN
 MONTEATH & POWYS
 Date: 24/04/2018
 Reference: 090466P/PV
 2018M/T100(494) ADDITIONAL SHEETS

SUBDIVISION OF LOT 9492 DP1225029

LGA: CESSNOCK
 Locality: CLIFTEIGH
 Reduction Ratio: 1:2000
 Lengths are in metres.

REGISTERED
 30.07.2018

DP1242603

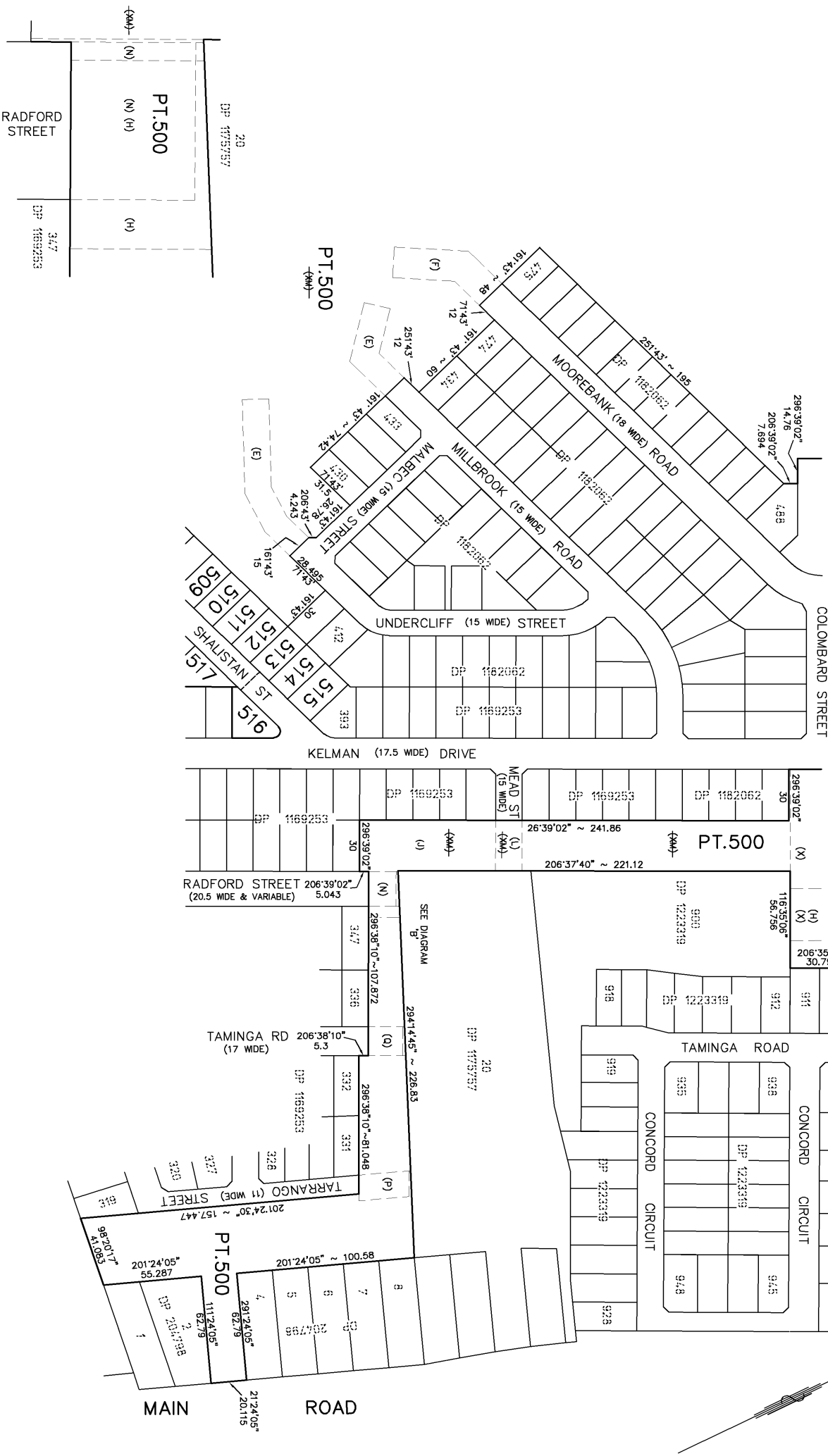


DIAGRAM 'B'
(NOT TO SCALE)

- (i) - BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1169233)
- (j) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1182062)
- (k) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 18 WIDE (DP1182062)
- (l) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE GOV GAZ DATED 9-12-1966 FOLIO 4997
- (m) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (G) (DP1169233)
- (n) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 20.5 WIDE (E) (DP1169233)
- (o) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (L) (DP1169233)
- (p) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17 WIDE (M) (DP1169233)
- (q) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - BK 1681 No.764
- (r) - LAND EXCLUDES MINERALS - SEE GRANT -

SURVEOR
 Name: DAVID LUKE SULLIVAN
 MONTEATH & POWYS
 Date: 24/04/2018
 Reference: 09046DPV/
 2018M7100(494) ADDITIONAL SHEETS

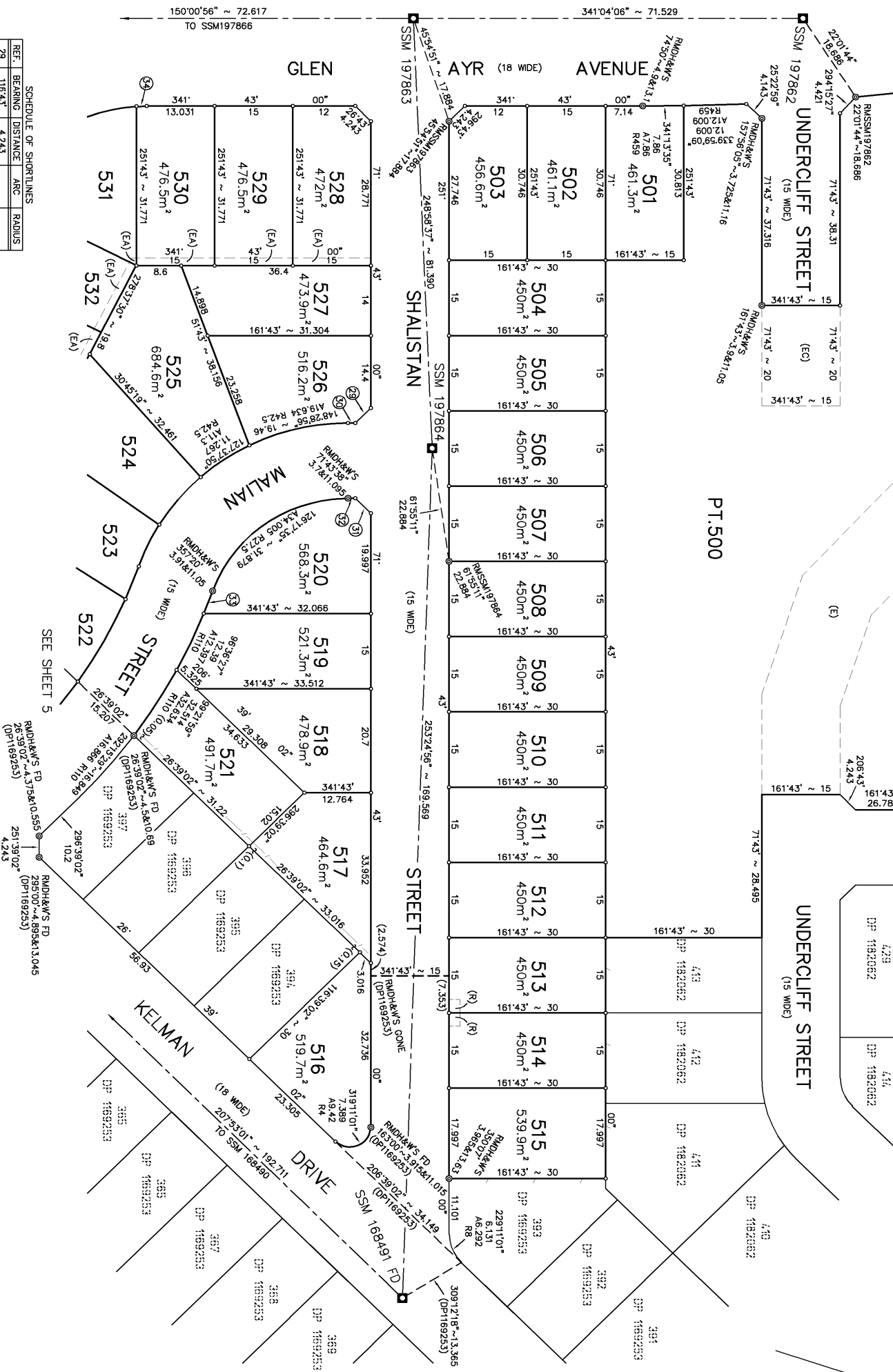
SUBDIVISION OF LOT 9492 DP1225029

LGA: CESSNOCK
 Locality: CLIFTEIGH
 Reduction Ratio: 1:1500
 Lengths are in metres.



DP1242603

SEE SHEET 6
 (E) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP1182082)
 (R) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (DP1182053)
 (EA) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 (EO) - RIGHT OF ACCESS 15 WIDE



SCHEDULE OF SHORTLINES

REF.	BEARING	DISTANCE	ARC	RADIUS
29	116.43°	4.243		
30	161.43°	1.407		
31	28.43°	4.243		
32	161.43°	1.407		
33	92.0724°	4.822		110
34	339.5711°	1.97		32

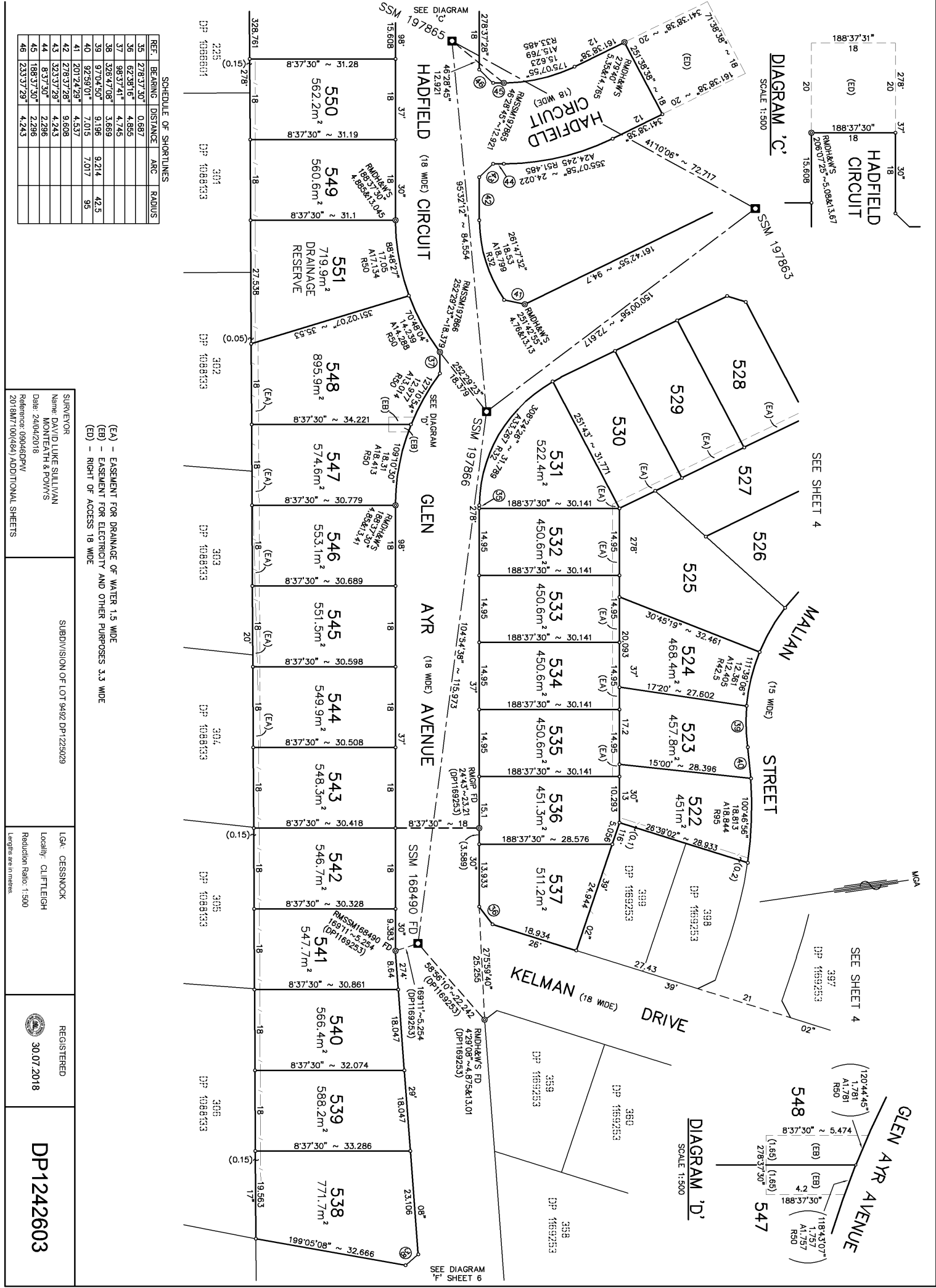
SURVEYOR
 Name: DAVID LUKE SULLIVAN
 MONTEATH & POWYS
 Date: 24/04/2018
 Reference: 090466DPV
 2018M7100(484) ADDITIONAL SHEETS

SUBDIVISION OF LOT 9492 DP1225029

LGA: CESSNOCK
 Locality: CLIFTEIGH
 Reduction Ratio: 1:500
 Lengths are in metres.

REGISTERED
 30.07.2018

DP1242603



SCHEDULE OF SHORTLINES

REF.	BEARING	DISTANCE	ARC	RADIUS
35	278°37'30"	0.667		
36	62°36'16"	4.655		
37	98°37'41"	4.745		
38	326°47'08"	3.689		
39	97°04'50"	9.196	9.214	42.5
40	92°59'01"	7.015	7.017	95
41	207°24'29"	4.537		
42	278°37'28"	9.608		
43	323°37'29"	4.243		
44	83°37'30"	2.286		
45	188°37'30"	2.286		
46	233°37'29"	4.243		

(EA) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 (EB) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE
 (ED) - RIGHT OF ACCESS 18 WIDE

SURVEOR
 Name: DAVID LUKE SULLIVAN
 MONTFATH & POWYS
 Date: 24/04/2018
 Reference: 090466PPV
 2018M7100(494) ADDITIONAL SHEETS

SUBDIVISION OF LOT 9492 DP1225029

LGA: CESSNOCK
 Locality: CLIFTEIGH
 Reduction Ratio: 1:500
 Lengths are in metres.

REGISTERED



30.07.2018

DP1242603

DIAGRAM 'D'
 SCALE 1:500

DIAGRAM 'C'
 SCALE 1:500

SEE DIAGRAM SHEET 6

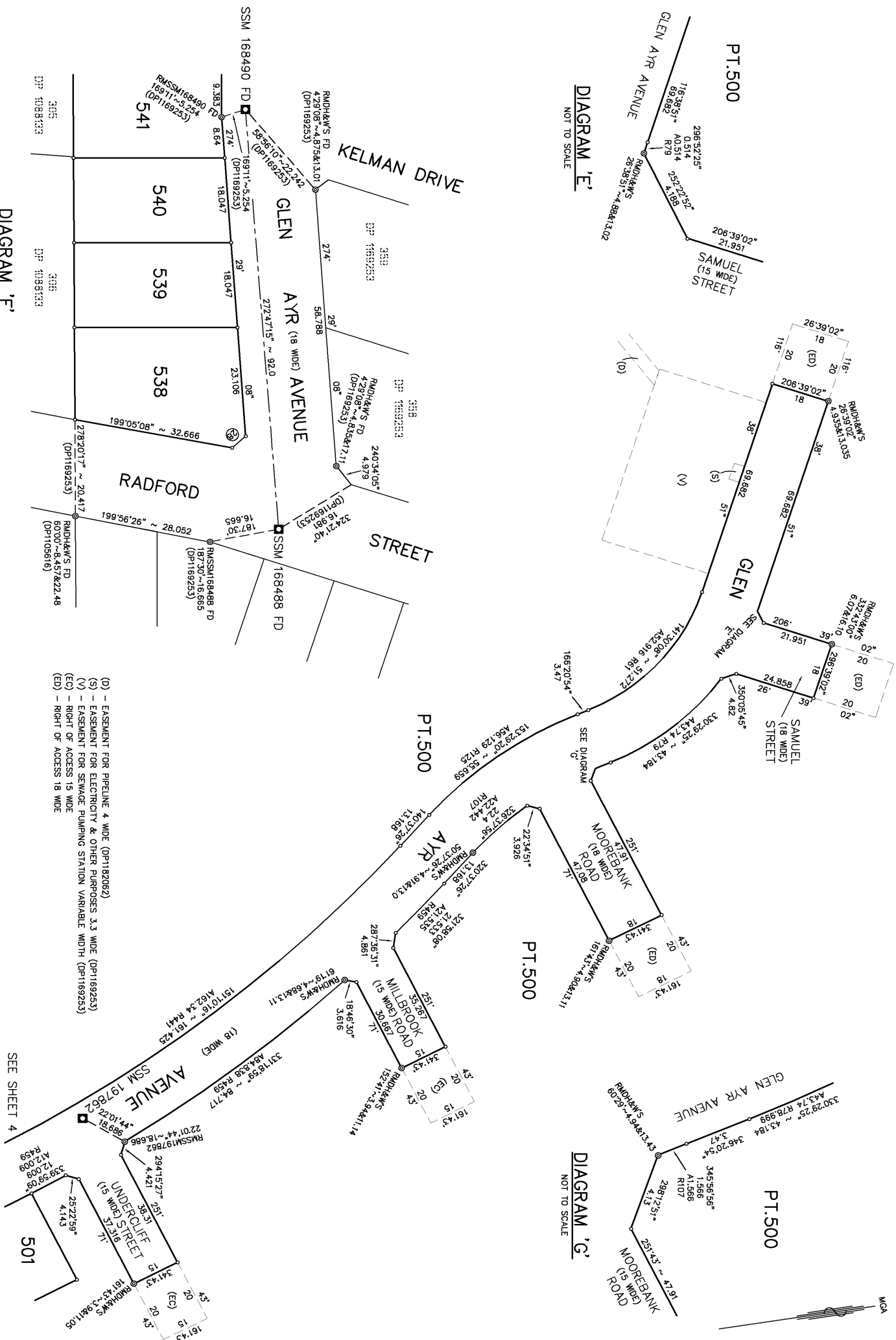


DIAGRAM 'E'
NOT TO SCALE

DIAGRAM 'G'
NOT TO SCALE

DIAGRAM 'F'
SCALE 1:500

- (D) - EASEMENT FOR PIPELINE 4 WIDE (DP1182062)
- (S) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP1189253)
- (V) - EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH (DP1189253)
- (EC) - RIGHT OF ACCESS 15 WIDE
- (ED) - RIGHT OF ACCESS 18 WIDE

SURVEYOR
 Name: DAVID LUKE SULLIVAN
 MONTFAITH & POWYS
 Date: 24/04/2018
 Reference: 09046DPV
 2018M7100(484) ADDITIONAL SHEETS


SUBDIVISION OF LOT 9492 DP1225029

LGA: CESSNOCK
 Locality: CLIFTEIGH
 Reduction Ratio: 1:750
 Lengths are in metres.

REGISTERED
 30.07.2018


DP1242603

SEE SHEET 4

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 7 sheet(s)								
<p style="text-align: right;">Office Use Only</p> <p>Registered:  30.07.2018</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="margin: 0;">DP1242603</h1>									
<p>PLAN OF SUBDIVISION OF LOT 9492 DP1225029</p>	<p>LGA: Cessnock</p> <p>Locality: Cliftleigh</p> <p>Parish: Heddon</p> <p>County: Northumberland</p>									
<p style="text-align: center;">Survey Certificate</p> <p>I, David Luke Sullivan of Monteath & Powys, PO Box 2270, Dangar NSW 2309 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, of</p> <p>*(b) The part of the land shown in the plan being Lots 501 – 551 inclusive and connections was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on 24/04/2018 the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' – 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: <u>D. Sullivan</u> Dated: <u>8/05/2018</u></p> <p>Surveyor Identification No: 8621 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>RICHARD FORBES</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u></p> <p>Accreditation number: <u>-</u></p> <p>Consent Authority: <u>CESSNOCK CITY COUNCIL</u></p> <p>Date of endorsement: <u>15/6/18</u></p> <p>Subdivision Certificate number: <u>14/2007/757/17</u></p> <p>File number: <u>8/2007/757/9</u></p> <p><small>*Strike through if inapplicable.</small></p>									
<p>Plans used in the preparation of survey/compilation.</p> <table style="width:100%; border: none;"> <tr> <td style="width:50%;">DP1105616</td> <td style="width:50%;">DP1196167</td> </tr> <tr> <td>DP1169253</td> <td>DP1225029</td> </tr> <tr> <td>DP1182062</td> <td>DP1223319</td> </tr> <tr> <td>DP1196166</td> <td></td> </tr> </table>	DP1105616	DP1196167	DP1169253	DP1225029	DP1182062	DP1223319	DP1196166		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>It is intended to dedicate Lot 551 as a drainage reserve.</p> <p>It is intended to dedicate the extension of Shalistan Street, the extension of Malian Street, the extension of Glen Ayr Avenue, Undercliff Street, Millbrook Road, Moorebank Road, Samuel Street and Hadfield Circuit to the public as public road.</p>	
DP1105616	DP1196167									
DP1169253	DP1225029									
DP1182062	DP1223319									
DP1196166										
<p>Surveyor's Reference: 09046DPW 2018M7100(484) ADDITIONAL SHEETS</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>									

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Registered:  30.07.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 9492 DP1225029

DP1242603

Subdivision Certificate number: 14/2007/757/17
 Date of Endorsement: 15/6/18

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Schedule of Street Addresses


Lot	Street Number	Street Name	Street Type	Location
500	21	Main	Road	Clifleigh
501	30	Glen Ayr	Avenue	Clifleigh
502	28	Glen Ayr	Avenue	Clifleigh
503	26	Glen Ayr	Avenue	Clifleigh
504	26	Shalistan	Street	Clifleigh
505	24	Shalistan	Street	Clifleigh
506	22	Shalistan	Street	Clifleigh
507	20	Shalistan	Street	Clifleigh
508	18	Shalistan	Street	Clifleigh
509	16	Shalistan	Street	Clifleigh
510	14	Shalistan	Street	Clifleigh
511	12	Shalistan	Street	Clifleigh
512	10	Shalistan	Street	Clifleigh
513	8	Shalistan	Street	Clifleigh
514	6	Shalistan	Street	Clifleigh
515	4	Shalistan	Street	Clifleigh
516	1	Shalistan	Street	Clifleigh
517	5	Shalistan	Street	Clifleigh
518	7	Shalistan	Street	Clifleigh
519	9	Shalistan	Street	Clifleigh
520	11	Shalistan	Street	Clifleigh
521	4	Malian	Street	Clifleigh
522	3	Malian	Street	Clifleigh
523	5	Malian	Street	Clifleigh
524	7	Malian	Street	Clifleigh
525	9	Malian	Street	Clifleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPW 2018M7100(484) ADDITIONAL SHEETS

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only
 Registered:  30.07.2018

Office Use Only

PLAN OF SUBDIVISION OF LOT 9492 DP1225029

DP1242603

Subdivision Certificate number: 14/2007/757/17
 Date of Endorsement: 15/06/18

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Schedule of Street Addresses (cont.)


Lot	Street Number	Street Name	Street Type	Location
526	13	Malian	Street	Clifleigh
527	15	Shalistan	Street	Clifleigh
528	24	Glen Ayr	Avenue	Clifleigh
529	22	Glen Ayr	Avenue	Clifleigh
530	20	Glen Ayr	Avenue	Clifleigh
531	18	Glen Ayr	Avenue	Clifleigh
532	16	Glen Ayr	Avenue	Clifleigh
533	14	Glen Ayr	Avenue	Clifleigh
534	12	Glen Ayr	Avenue	Clifleigh
535	10	Glen Ayr	Avenue	Clifleigh
536	8	Glen Ayr	Avenue	Clifleigh
537	6	Glen Ayr	Avenue	Clifleigh
538	1	Glen Ayr	Avenue	Clifleigh
539	3	Glen Ayr	Avenue	Clifleigh
540	5	Glen Ayr	Avenue	Clifleigh
541	7	Glen Ayr	Avenue	Clifleigh
542	9	Glen Ayr	Avenue	Clifleigh
543	11	Glen Ayr	Avenue	Clifleigh
544	13	Glen Ayr	Avenue	Clifleigh
545	15	Glen Ayr	Avenue	Clifleigh
546	17	Glen Ayr	Avenue	Clifleigh
547	19	Glen Ayr	Avenue	Clifleigh
548	21	Glen Ayr	Avenue	Clifleigh
549	5	Hadfield	Circuit	Clifleigh
550	7	Hadfield	Circuit	Clifleigh
551	3	Hadfield	Circuit	Clifleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPW 2018M7100(484) ADDITIONAL SHEETS

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Office Use Only
Registered:  30.07.2018

Office Use Only
DP1242603

PLAN OF SUBDIVISION OF LOT 9492 DP1225029

Subdivision Certificate number: 14/2007/757/17
Date of Endorsement: 15/06/18

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to create:

1. Easement for drainage of water 1.5 wide
2. Easement for electricity and other purposes 3.3 wide
3. Right of access 15 wide
4. Right of access 18 wide
5. Restriction on the use of land

Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to release:

1. Right of access variable width (DP1182062)
2. Easement for electricity and other purposes 4 wide (DP1169253)
3. Easement for electricity and other purposes 15 wide (DP1169253)
4. Right of access and easement for drainage of water 15 wide (D) (DP1169253)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPW 2018M7100(484) ADDITIONAL SHEETS

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:



30.07.2018

PLAN OF SUBDIVISION OF LOT 9492 DP1225029

DP1242603

Subdivision Certificate number: 14/2007/757/17

Date of Endorsement: 15/06/18

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by Winten (No. 23) Pty Ltd ABN 88)
096 449 366 in accordance with section 127 of the)
Corporations Act 2001 by:)

Signature of Director

David Winten Rothwell

Print name of Director

Signature of Director / Secretary

William Archer Rothwell

Print name of Director / Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPW 2018M7100(484) ADDITIONAL SHEETS

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Office Use Only

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Registered:  30.07.2018

PLAN OF SUBDIVISION OF LOT 9492 DP1225029

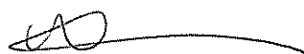
DP1242603

Subdivision Certificate number: 14/2007/757/17

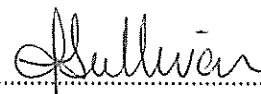
Date of Endorsement: 15/06/18

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Signed on behalf of Australia and New Zealand)
Banking Group Limited ACN 005 357 522 by its)
Attorney under Power of Attorney Registered No.)
Book 4376 Folio 410)



Signature of Witness



Signature of Attorney

HELENA CHENG

Print name of Witness

JANE SULLIVAN

Name of Attorney

242 PITT ST, SYDNEY NSW 2000

Address of Witness

ASSOCIATE DIRECTOR


Position of Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPW 2018M7100(484) ADDITIONAL SHEETS

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

Registered:  30.07.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 9492 DP1225029


DP1242603

Subdivision Certificate number: ...14/2007/757/17.....
Date of Endorsement:15/06/18.....

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Signed, sealed and delivered for and on behalf of)
Alpha Distribution Ministerial Holding)
Corporation ABN 67 505 337 385 in the presence)
of:)


Signature of Witness


Signature of Agent for Michael Pratt, NSW Treasury
Secretary (NSW Treasurer's Delegate under delegation
dated 24 November 2015), on behalf of Alpha
Distribution Ministerial Holding Corporation

ANGELITA MARTINS
Print name of Witness

ANGELO URINETOS
Name of Agent in Full

52 Martin Place
SYDNEY NSW 2000

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPW 2018M7100(484) ADDITIONAL SHEETS

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

Plan:

DP1242603

Plan of Subdivision of Lot 9492 DP1225029
 covered by Subdivision Certificate No. 14/2007/757/17
 Dated 15/6/18

Full name and address of the owner of the land:

Winten (No. 23) Pty Limited
 ABN: 88 096 449 366
 Level 20
 100 Arthur Street
 NORTH SYDNEY NSW 2060

Full name and address of the Mortgagee of the land:

Australia and New Zealand Banking Group Ltd
 ABN: 11 005 357 522
 347 Kent Street
 SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 wide	528 529 530 531 532 533 534 535 544 545 546 547 548 551	529 – 536 inclusive 530 – 536 inclusive 531 – 536 inclusive 532 – 536 inclusive 533 – 536 inclusive 534, 535, 536 535, 536 536 543 543, 544 543, 544, 545 543 – 546 inclusive 543 – 547 inclusive 543 – 548 inclusive

Plan:

DP1242603

Plan of Subdivision of Lot 9492 DP1225029
 covered by Subdivision Certificate No. 14/2007/757/17
 Dated 15/6/18

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
2	Easement for Electricity and Other Purposes 3.3 Wide	547, 548	Alpha Distribution Ministerial Holding Corporation ABN: 67 505 337 385
3	Right of Access 15 Wide	500	Cessnock City Council
4	Right of Access 18 Wide	500	Cessnock City Council
5	Restriction on the Use of Land	Each lot except 500 and 551	Every other lot except Lots 500 and 551

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access Variable Width (DP 1182062)	Lot 9492 DP1225029	Hunter Water Corporation ABN: 46 228 513 446 Alpha Distribution Ministerial Holding Corporation ABN: 67 505 337 385
2	Easement for Electricity and Other Purposes 4 Wide (DP 1169253)	Lot 9492 DP1225029	Alpha Distribution Ministerial Holding Corporation ABN: 67 505 337 385
3	Easement for Electricity and Other Purposes 15 Wide (DP 1169253)	Lot 9492 DP1225029	Alpha Distribution Ministerial Holding Corporation ABN: 67 505 337 385

Plan:

DP1242603

Plan of Subdivision of Lot 9492 DP1225029
covered by Subdivision Certificate No.14/2007/757/17
Dated 15/06/18

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	Right of Access and Easement for Drainage of Water 15 Wide (D) (DP 1169253)	Lot 9492 DP1225029	Cessnock City Council

Part 2 (Terms)

1. Name of Authority empowered to release, vary or modify the Easement for Drainage of Water 1.5 Wide Numbered 1 in the Plan:

Cessnock City Council

2. Terms of Easement for Electricity and Other Purposes 3.3 Wide Numbered 2 in the Plan:

An easement is created on the terms and conditions set out in memorandum Registered Number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify Easement for Electricity and Other Purposes 3.3 Wide Numbered 2 in the Plan:

Alpha Distribution Ministerial Holding Corporation
ABN: 67 505 337 385

3. Terms of Right of Access 15 Wide Numbered 3 in the Plan:

Right of Access within the meaning of Part 11 of Schedule 4A of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify Right of Access 15 Wide Numbered 3 in the Plan:

Cessnock City Council

(Sheet 4 of 11 sheets)

Plan:

DP1242603

Plan of Subdivision of Lot 9492 DP1225029
covered by Subdivision Certificate No. 14/2007/757/17
Dated 15/6/18

4. Terms of Right of Access 18 Wide Numbered 4 in the Plan:

Right of Access within the meaning of Part 11 of Schedule 4A of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify Right of Access 18 Wide Numbered 4 in the Plan:

Cessnock City Council

5. Terms of Restriction on the Use of Land, Numbered 5 in the Plan:

- a) No building shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles or colour bonded metal being of a colour approved by Winten (No. 23) Pty Limited.
- b) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.
- c) No mobile home or temporary or permanent moveable improvements, including but not limited to a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on, or used for residential purposes on any lot burdened.
- d) Not more than one residence shall be erected or be permitted to remain erected on any lot. No duplex dwelling(s) shall be erected or permitted to remain on any lot burdened.
- e) No building shall be constructed on any lot burdened incorporating second hand materials in the external structure.
- f) No garage can be constructed as a separate structure from the main dwelling constructed on any lot burdened unless it is constructed of the same materials, roof pitch and colours as the main building.
- g) No carport may be erected or permitted to remain forward of the front building façade on any lot burdened.
- h) No carport may be erected or permitted to remain on any lot burdened unless the design and roof pitch match the design roof pitch and colours of the main building.
- i) No building shall be erected or be permitted to remain erected on any lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.

(Sheet 5 of 11 sheets)

Plan:

DP1242603

Plan of Subdivision of Lot 9492 DP1225029
covered by Subdivision Certificate No. 14(2007)757/17
Dated 15/6/18

- j) No garden shed, clothes line, satellite dish, TV antenna, solar panel or tank may be erected or permitted to remain on any lot burdened if it is visible from the street or a public place.
- k) No main building may be allowed to be occupied or to continue to be occupied after the expiration of three months from the date of practical completion of that building unless the area in front of the building is landscaped, using turf, paths, garden beds and shrubs or trees.
- l) No fencing may be erected on any lot burdened to divide it from any adjoining lot of which Winten (No. 23) Pty Limited remains registered proprietor without the consent of Winten (No. 23) Pty Limited. Consent will not be withheld if the fence is erected without expense to Winten (No. 23) Pty Limited.
- m) No fence will be erected or permitted to remain on the front street alignment of any lot burdened nor between the front street alignment and the front building alignment, except for corner lots where one fence can be erected on the boundary or located on retaining walls.
- n) No retaining wall that is visible from any public road pathway or reserve may be constructed or permitted to remain on any lot burdened unless it is constructed of concrete, masonry, rock or stone.
- o) No advertisement, hoarding, sign or advertising material may be displayed, erected or permitted to remain on any lot burdened for a period of one year from the date of transfer from Winten (No. 23) Pty Limited (other than a sign advertising the land for sale) without the prior written consent of Winten (No. 23) Pty Limited.
- p) With the exception of vehicles used in connection with the erection of dwelling on any lot burdened, no motor vehicle or truck weighing over 3.5 tonnes (un-laden) may be garaged or stored or permitted to remain on any of lot burdened.
- q) No trailer, boat or caravan is permitted, may be parked or permitted to remain in the area between the front of the building and the street on any lot burdened.
- r) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- s) No child minding centre, day care centre, preschool, long day care centre, kindergarten, occasional child minding centre or such other like child

(Sheet 6 of 11 sheets)

Plan:

DP1242603

Plan of Subdivision of Lot 9492 DP1225029
covered by Subdivision Certificate No. 14/2007/757/17
Dated 15/6/18

minding facility or activity will be conducted or carried out on any lot burdened without the approval of Winten (No. 23) Pty Limited.

- t) No building shall be erected, or permitted to remain erected, or occupied by any person, corporation, government or semi-government instrumentality for the purpose of public housing or community housing.
- u) No main building constructed on any lot burdened may be used or permitted to be used for the display of any exhibition home or for the promotion or sale of homes without the prior written consent of Winten (No. 23) Pty Limited.
- v) Any release, variation or modification of these Restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of Person empowered to release, vary or modify Restriction on the Use of Land, Numbered 5 in the Plan:

Winten (No. 23) Pty Limited
ABN: 88 096 449 366

Plan:

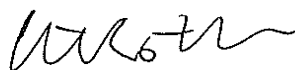
DP1242603

Plan of Subdivision of Lot 9492 DP1225029
covered by Subdivision Certificate No.14/2007/757/17
Dated 15/6/18

Executed by Winten (No. 23) Pty
Ltd ABN 88 096 449 366 in
accordance with section 127 of the
Corporations Act 2001 by:



.....
Signature of Director



.....
Signature of ~~Director~~ / Secretary

David Winten Rothwell

.....
Print name of Director

William Archer Rothwell

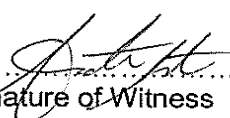
.....
Print name of ~~Director~~ / Secretary


(Sheet 8 of 11 sheets)

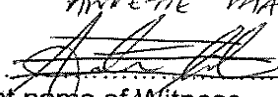
Plan:
DP1242603

Plan of Subdivision of Lot 9492 DP1225029
covered by Subdivision Certificate No.14/2007/757/17
Dated 15/6/18

Signed, sealed and delivered for and)
on behalf of **Alpha Distribution**)
Ministerial Holding Corporation ABN)
67 505 337 385 in the presence of:)


.....
Signature of Witness


.....
Signature of Agent for **Michael Pratt** A.H.
Rob Whitfield,
NSW Treasury Secretary (NSW
Treasurer's Delegate under delegation
dated 24 November 2015), on behalf of
Alpha Distribution Ministerial Holding
Corporation

ANNETTE MARTINS

.....
Print name of Witness

ANGELO WRINETOS
.....
Name of Agent in Full

52 Martin Place
~~126 Phillip Street~~
SYDNEY NSW 2000
.....
Address of Witness

Plan:

DP1242603

Plan of Subdivision of Lot 9492 DP1225029
covered by Subdivision Certificate No. 14/2007/757/17
Dated 15/6/18

Executed on behalf of **Cessnock City Council** by its Authorised Delegate pursuant to Section 377 Local Government Act 1919 by:

TBQ
Signature of Witness

[Signature]
Signature of Authorised Delegate

THERESA BROOKS
Name of Witness

RICHARD FORBES
Authorised Delegate's Name

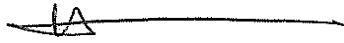
62-28 VINCENT ST
CESSNOCK
Address of Witness

TEAM LEADER DEVELOPMENT
SERVICES
Authority of Delegate

Plan:
DP1242603

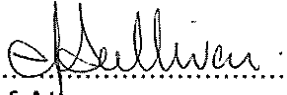
Plan of Subdivision of Lot 9492 DP1225029
covered by Subdivision Certificate No.14/2007/757/17
Dated 15/6/18

Signed on behalf of **Australia and New Zealand Banking Group Limited**)
ACN 005 357 522 by its Attorney under)
Power of Attorney Registered)
No. 410 Book 4376)


.....
Signature of Witness

HELENA CHENG
.....
Print name of Witness

242 PITT ST, SYDNEY NSW 2000
.....
Address of Witness


.....
Signature of Attorney

JANE SULLIVAN
.....
Name of Attorney

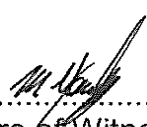
ASSOCIATE DIRECTOR
.....
Position of Attorney

Plan:

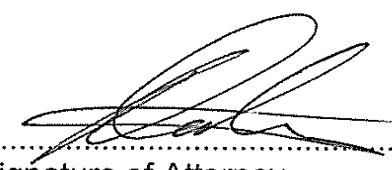
DP1242603

Plan of Subdivision of Lot 9492 DP1225029
covered by Subdivision Certificate No.14/2007/757/17
Dated 15/6/18.

Signed for and on behalf of **Hunter**)
Water Corporation ABN 46 228 513)
446 by its attorney under a Power of)
Attorney Registered Book 495 No. 750 and)
the Attorney declares that the Attorney)
has not received notice of the)
revocation of such Power of Attorney in)
the presence of:



.....
Signature of Witness



.....
Signature of Attorney

.....
MARK RAYMOND HICKEY

.....
Print name of Witness

.....
PETER JAMES KEMBREY

.....
Name of Attorney

.....
EXECUTIVE MANAGER CORPORATE &

.....
Position of Attorney LEGAL

.....
36 HONEYSUCKLE DRIVE
Address of Witness NEWCASTLE 2300

REGISTERED  30.07.2018



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Info Track
DX 578
SYDNEY .

Applicants Reference
465553-002-#158250472#

CERTIFICATE DETAILS

Certificate Number: 773
Date of Certificate: 24/03/2025

PROPERTY DETAILS

Address: 1 Shalistan Street CLIFTFLEIGH NSW 2321
Title: LOT: 516 DP: 1242603
Parcel No: 513311

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along 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*.

t 02 4993 4100 f 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au w: www.cessnock.nsw.gov.au
ABN 60 919 148 928



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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:

State Environmental Planning Policies

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

State Environmental Planning Policy (Sustainable Buildings) 2022_ relevant to zones _ RU4, RU5, RE1, RE2, E1, E2, E3, E4, MU1, C4, SP1, SP2 & SP3

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.

Local Environmental Plans

[Cessnock Local Environmental Plan 2011](#)

Development Control Plans



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[Cessnock Development Control Plan 2010](#)

Note: Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

- (2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:
- (3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

DRAFT SEPP _ New Sustainable Buildings Incorporating BASIX (in force from 1 October 2023)

DRAFT SEPP _ BASIX Higher Standards – Exhibition 17 November 2021 to 28 February 2022

DRAFT SEPP _ Infrastructure and Education (Amendments) – Exhibition 15 December 2021 to 11 February 2022

DRAFT SEPP _ Infrastructure (amendments)

Amendment _ Changes to Landscape Rehydration Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022

DRAFT SEPP _ Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022

DRAFT SEPP _ Housing EIE Amendments _ Exhibition 22 November 2022 to 19 December 2022

DRAFT SEPP _ The Design and Place _ Exhibition 10 December 2021 to 27 February 2022

Draft Planning Proposal for Local Environmental Plan

DRAFT Planning Proposal _ 18-2020-3-1_ Proposal to implement the changes to the Special Purposes(SP)zones _ Public Exhibition _ 02-02-2023 _ 02-03-2023.

DRAFT Planning Proposal _ 18-2022-2-1_ Proposal to implement the changes to the Comprehensive Rural Zones review. Public Exhibition _ 14-09-2022 _ 2-10-2022

DRAFT Planning Proposal _ Comprehensive LEP Review _ Environment Zones _ Land Use Table _ 18-2023-5-1 _ Public exhibition _ 31-08-2022 _ 26-10-2022 _ PP2021-7357

Draft Planning Proposal _ Cessnock City Council Various Administrative Amendments 2021 _ Public exhibition 30-11-2022 - 18-01-2022

DRAFT Planning Proposal _ Environmental Lands _ 18 2021 6 1 _ Public exhibition _ 31-08-2022 _ 26-10-2022

DRAFT Planning Proposal _ Comprehensive LEP Review _ Amending Rural Zone Land Uses, Local Objectives and Mapping Anomalies _ 18-2022-2-1 _ Public exhibition _ 14-9-2022 _ 26-10-2022

Draft Development Control Plan



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Draft DCP _ Parking and Access Subdivision Chapter _ Public Exhibition _ 26/04/2024 _ 24/05/2024

Draft DCP _ E20 Regrowth Kurri Kurri _ Adopted by Council _ Public Exhibition _ 01/05/2024 _ 29/05/2024

DRAFT DCP Chapter _ Access and Parking Review _ 57 2023 2 1 _ Public Exhibition _ 26/4/2024 _ 24/5/2024

DRAFT DCP Chapter _ D1 Subdivision Guidelines _ Public Exhibition _ 26/4/2024 _ 24/5/2024

Draft Waste Management DCP, Waste Management Guidelines & DCP Dictionary Amendments _ 57 2023 11 1 _ 5/11/2024 _ 3/12/2024

Draft DCP _ Administrative and Legislative Context (replacing Part A Introduction) and E1 Centres (replacing E16 Commercial Precinct and E19 Branxton Town Centre relating to developments in E1 Local Centre, E2 Commercial Centre and MU1 Mixed Use zones) _ 57/2020/2/1 _ Public Exhibition _ 13/09/2023 _ 12/10/2023

(4) **In this section –**

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

Draft Cessnock Local Environmental Plan 2011 _ Amendment No.34 _ Notification Date 10 June 2022 _ 18 2019 1 1 _ Reclassification and Rezoning of Various Council Land

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 35 _ 18 2020 2 1 _ Notification Date 21 October 2022 _ Administrative amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 36 _ 18 2020 3 1 _ Notification Date 2 June 2023 _ Recreation Lands (ORIGINALLY ALLOCATED TO HYDRO - Refer to Map Only Amendment No 4)

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 37 _ 18 2021 3 1 _ Notification Date 17 February 2023 _ Wills Hill Road - Heritage Listing.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 38 _ 18 2021 6 1 _ Notification Date 16 June 2023 _ Environmental Zones (text only) amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 39 _ 18 2022 3 1 _ Notification Date 15 December 2023 _ Lovedale Integrated Tourist Development.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 40 _ 18 2022 2 1 _ Notification Date 13 October 2023 _ Rural Zones.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 41 _ 18 2020 5 1 _ Notification Date 4 August 2023 _ 0 Blackhill Road, Black Hill - Additional Permitted Use for a Dwelling.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 42 _ 18 2022 4 1 _ Notification Date 24 May 2023 _ Section 3.22 Heritage Amendments.



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Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 43 _ 18 2023 8 1 _
Notification Date 4 August 2023 _ Removal of Clause 7.11B from 49B Aberdare Road
Aberdare.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 1 _ 18 2017 6 1 _
Notification Date 6 August 2021 _ 17 Branxton Street, Greta.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 2 _ 18 2020 1 1 _ 39
Pinchen Street and 8 Kerlew Street, Nulkaba

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 3 _ 18 2021 7 1 _
Notification Date 9 September 2022 _ Cessnock Commercial Precinct.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 4 _ 18 2015 2 1 _
Notification Date 16 December 2022 _ Hydro Kurri Kurri.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 5 _ 18 2020 4 1 _
Notification Date 30 June 2023 _ 259 & 261 Averys Lane Buchanan (LSZ, LZN & URA)
(originally allocated to Black Hill - Refer to Amendmnet No. 41).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 6 _ RN20 956 _
Notification Date 26 April 2023 _ Employment Zones Reforms.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 7 _ 18 2022 9 1 _
Notification Date 9 June 2023 _ Employment Zones Reforms S.3.22 Amendment (Originally
allocated to Hydro Part A - refer to MOA No.8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 8 _ 18 2015 2 1 _
Notification Date 16 June 2023 _ Hydro Kurri Kurri (Part A - land above PMF excluded from
Amendment No 4).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 9 _ 18 2020 3 1 _
Notification Date 25 August 2023 _ Special Purposes (Various).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 10 _ 18 2015 2 1 _
Notification Date 24 May 2024 _ Hydro Kurri Kurri (Part B - land above PMF excluded from
Amendment No. 4 and 8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 11 _ 18 2024 5 1 _
Notification Date 16 August 2024 _ Split Zoning 3.22 Zone Boundary Adjustment.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 12 _ 18 2022 9 1 _
Notification Date 20 September 2024 _ Conversion of LEP PDF maps to Digital Mapping.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 13 _ PP-2024-2402 _
Notification Date 6 December 2024 _ applies to land on and surrounding Kurri Kurri Aquatic
Centre _ Lot 1 DP1153680 and Lot 1 DP1166822. Zoning change from C2 Environmental
Conservation to RE1 Public Recreation.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 44 _ PP-2023-1184 _
Notification Date 13 December 2024 _ Lot 5, DP239505, 406 Wilderness Road, Lovedale -
additional permitted use of "depot" as permitted with development consent, if the depot is used
for the purposes of a balloon tourism business.



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2. Zoning and land use under relevant planning instruments

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

- (a) the identity of the zone, whether by reference to –
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011

- (b) the purposes for which development in the zone –
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

R2 Low Density Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems

3 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers’ dwellings; Shop top housing; Any other development not specified in item 1 or 2

- (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*.
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.



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- (f) whether the land is in a conservation area, however described,
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.
- (g) whether an item of environmental heritage, however described, is located on the land.
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Cessnock Section 7.12 Levy Contributions Plan 2017.
Cessnock City Wide Local Infrastructure Contributions Plan 2020.
Housing and Productivity Contributions
- (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, and
 - (b) The name of the Ministerial planning order in which the reason is identified.
- (3) If the land is in a special contribution area to which a continued 7.23 determination applies, the name of the area.
- (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.

No

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 1 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.



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Housing Code	Complying Development may be carried out under the Housing Code where it meets the requirements of Clause 3.5 Complying development on flood control lots contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Rural housing code	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Low Rise Housing Diversity Code	Complying Development may be carried out under the Low Rise Housing Diversity Code where it meets the requirements of Clause 3B.5 Complying development on flood control lots contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may be carried out under the Greenfield Housing Code where it meets the requirements of Clause 3C.6 Complying development on flood control lots contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
General Development Code (Transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings Code	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as



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	the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Agritourism and Farm Stay Accommodation Code	Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

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 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 1 of those clauses, the reasons why it may not be carried out under the clause.

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act



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Schedule 4 _ Land included from the General Exempt Development Code	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

- (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.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Cessnock local government area.

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*.

There is not an affected building notice, as defined by the Building Product (Safety) Act 2017, in force in respect to the land.

There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

A notice of intent to make a building product rectification order, as defined by the Building Products(Safety) Act 2017, has not been served in respect to the land.

7. Land reserved for acquisition



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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.

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

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

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.

Yes

- (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.

Yes

- (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.

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website [Flood Certificate and Flood Data Application Form](#)

Note: Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

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:

Landslip

No

Bushfire

No

Tidal Inundation

No

Subsidence

No

Acid Sulphate Soils

No

Contamination

Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

Note: Council has adopted a policy for managing contaminated land. This may restrict development of identified contaminated or potentially contaminated land and is implemented when zoning, development or land use changes are proposed. Consideration of Council's adopted policy and section C5 of the Cessnock Development Control Plan along with the provisions of State Environmental Planning Policy (Resilience and Hazards) 2021 is required when changes or development is proposed.

Aircraft Noise

No

Salinity

No

Coastal Hazards

No

Sea Level Rise

No



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Any Other Risk (other than flooding)

Cessnock City Council _ Climate Change Policy _ Land Use Planning

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.

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.

None of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

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*.

Yes

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.

There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.

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

There is no subdivision order that applies to the land

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

15. Property vegetation plans



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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.

The land is not land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

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. .

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, but only insofar as the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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.

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

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

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

(2) In this section –

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

No, the land is not subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services.

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, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Cessnock local government area.

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.

There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.

- (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, clause 21(1) or 40(1).

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, Clause 17(1) or 38(1).



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Note: 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).

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

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable 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.

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.

No

For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.

A handwritten signature in black ink, appearing to read "Peter Chrystal", is written over a light blue grid background.

Peter Chrystal
Director Planning and Environment



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

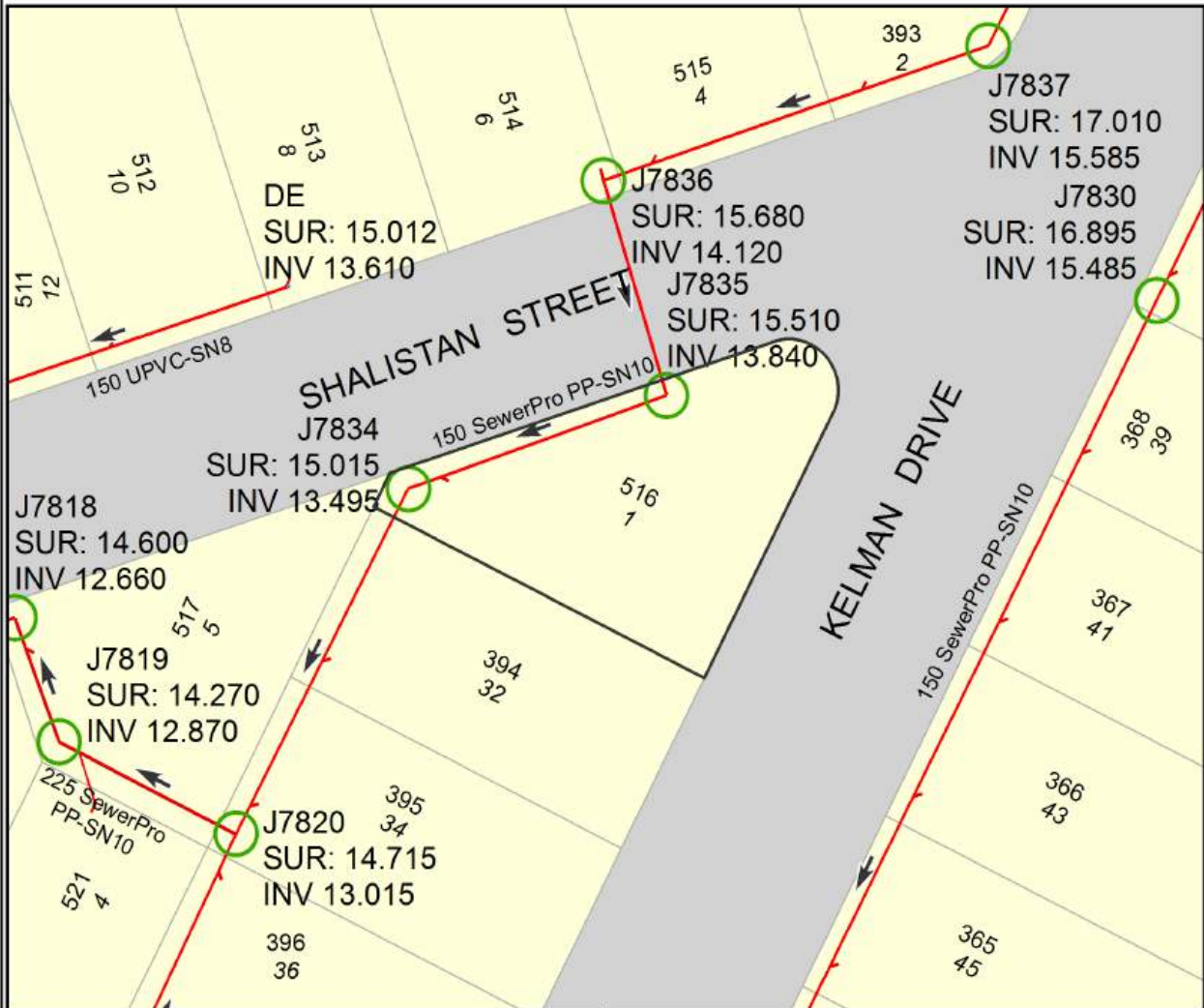
APPLICANT'S DETAILS



InfoTrack
1 SHALISTAN
CLIFTONLEIGH NSW

APPLICATION NO.: 2513120
APPLICANT REF: M 465553-002
RATEABLE PREMISE NO.: 5262063222

PROPERTY ADDRESS: 1 SHALISTAN ST CLIFTONLEIGH 2321
LOT/SECTION/DP:SP: 516//DP 1242603



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:
IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 24/03/2025

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION



Thomas Paul Constructions Pty Ltd
PO Box 3410
TUGGERAH NSW 2259

Contact: Mr Craig Hine
Our Ref: OC 12/2019/120/2
Your Ref:

Dear Sir/Madam

**NOTICE OF DETERMINATION OF APPLICATION
for
FINAL OCCUPATION CERTIFICATE**

Pursuant to the provisions of the Environmental Planning & Assessment Act, 1979 and Regulations thereunder, notice is hereby given of the determination by Cessnock City Council of a **Final Occupation Certificate Application No. 12/2019/120/2** for occupation of building/s described below. The application has been determined by:-

APPROVAL OF THE APPLICATION

Date of Determination:	19 December 2019
Description of Building/s:	Two Storey Dwelling With Attached Garage & Associated Retaining Walls
BCA Classification:	1a, 10a & 10b
Property Description:	LOT: 516 DP: 1242603 1 Shalistan Street CLIFTLEIGH
Development Consent No:	8/2019/120/2
Construction Certificate No:	10/2019/120/2
Principal Certifying Authority:	Cessnock City Council
Phone No:	(02) 4993 4100
Address:	PO Box 152 CESSNOCK NSW 2325
Owner:	Mr E J & Mrs L M Bonham
Applicant:	Thomas Paul Constructions Pty Ltd

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Eric John Bonham & Leanne Maree Bonham**
Purchaser:
Property: **1 Shalistan Street, CLIFTLEIGH**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide

- a copy in advance.
- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 16.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 19.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?

- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. Searches, surveys and enquiries must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



Revenue

Enquiry ID 4302992
Agent ID 81429403
Issue Date 24 Mar 2025
Correspondence ID 1804575437
Your reference 465553-002

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1242603/516	1 SHALISTAN ST CLIFTLEIGH 2321	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Certificate in respect of insurance for residential building work

Policy No: HBCF19006299

Policy Date: 15/02/2019

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	4 bedroom double garage brick veneer residential dwelling
At	Lot 516 Shalistan Street Clifftleigh New South Wales 2321
Site plan number^	1242603
Site plan type^	Deposited Plan
Homeowner	Eric John Bonham and Leanne Maree Bonham
Carried out by	THOMAS PAUL CONSTRUCTIONS PTY LTD
Licence number	61169C
Builder job number^	
Contract amount^	\$318,500.00
Contract date^	29/01/2019
Premium paid	\$2,965.24
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$3,555.32

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No: HBCF19006299

Issued on: 15/02/2019



Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare™ HBCF

Tuesday, 11 February 2020

RE: 1 Shalistan Street Cliftleigh

I am pleased to advise that your property has now been leased.

As per your instructions, I have executed the Residential Tenancy Agreement on your behalf, and attached a copy for your records. This Agreement is now a legally enforceable contract on both you and the tenant and, as such, I suggest you keep your copy in a suitable place.

Upon your instructions we have signed up your tenant on a twelve (12) months lease at \$430.00 per week.

We will be conducting an inspection in approximately 8 weeks' time.

We trust you are satisfied with our service to date, and should you have any questions, I would be happy to answer them for you.

Yours faithfully

SHORTLAND PROPERTY MANAGEMENT



Vicki Ritchie

SUPERVISOR/PROPERTY MANAGER

Standard Form Residential Tenancy Agreement

THIS AGREEMENT is made on 14/02/2020 at CLIFTLEIGH NSW 2321

BETWEEN

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

Name(s):

Address for services of notices (can be agent's address)

Phone (of landlord or agent):

Does the landlord reside interstate at the time of entering the agreement No
(Further information on your rights when contracting with an interstate landlord can be obtained by contacting NSW Fair Trading)

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

Name(s):

Address (for services of notices if different to address of premises, e.g. business address):

Home Phone:

Work Phone:

Home Fax:

Work Fax:

Mobile:

Email:



NOTE: I/we the Tenant/s above named, hereby agree and provide my/our express approval and consent to receive the service of any Notice and any other document pursuant to section 233 of the Residential Tenancies Act 2010 (NSW) via electronic service to the above-mentioned email address. I/we agree that if the above email address(es) are no longer in use or service, that I/we shall notify the Landlord/Managing Agent, of any change to the email address, in writing within 48 hours of the above-listed email address no longer being in service. By ticking this box you agree to the service of documents and Notices be sent to you via email in accordance with this clause and the Residential Tenancies Act 2010 (NSW).

Yes

Landlord's agent details [Insert name of landlord's agent (if any) and contact details]

Name: Shortland Property Management

Address: 159 Nelson Street Wallsend 2287

Phone: 02 4955 7604 **Fax:** 02 4955 7897

Email: lorraine@shortlandproperty.com.au

Tenant's agent details [Insert name of tenant's agent (if any) and contact details]

Name:

Address:

Phone:

Fax:

Email:

Term of agreement

The term of this agreement is: 12 (12) MONTHS months

starting on 14/02/2020 and ending on 13/02/2021 (cross out if not applicable)

This fixed term agreement will continue as a periodic tenancy after the end of the fixed term on the same terms as immediately before the end of the fixed term pursuant to s.18.

If a party wishes to bring the tenancy to an end on the fixed term expiry date then the Landlord must give the tenant during the fixed term, a termination notice that specifies a date that is on or after the end of the fixed term not earlier than 30 days after the day on which the notice was given.

Residential premises

The residential premises are [Insert address]

1 SHALISTAN STREET CLIFTON NSW 2321

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

SINGLES
DOUBLE GARAGE - NO SMOKING INSIDE

B.S. H

Rent

The rent is \$ 430.00 per WEEK payable in advance starting on 21/02/2020

The rent will increase to \$ per payable in advance starting on

The method by which the rent must be paid:

(a) to BILLER CODE: 41632 REF: 831 01 9066 101022314 at BPAY

by cash or cheque, or

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

BSB number:

Account number:

Account name:

Payment reference: , or

(c) As follows:

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

A rental bond of \$ 1720.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION**Maximum number of occupants**No more than THREE persons may ordinarily live in the premises at any one time.
(3)**Urgent repairs**

Nominated tradespeople for urgent repairs:

Electrical repairs: SHORTLAND PROPERTY MANAGEMENT Telephone: 02 4955 7604

Plumbing repairs: SHORTLAND PROPERTY MANAGEMENT Telephone: 02 4955 7604

Other repairs: SHORTLAND PROPERTY MANAGEMENT Telephone: 02 4955 7604

Water usage

Will the tenant be required to pay separately for water usage? Yes

If yes, see clauses 11 and 12.

Strata by-laws

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

If yes, see clause 35.

Condition report

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

Tenancy laws

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

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

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

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

RENT REDUCTIONS

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2 cease to be lawfully usable as a residence, or

- 7.3 are compulsorily appropriated or acquired by an authority.
8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

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

9. **The landlord agrees** to pay:
 - 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
 - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees** to pay:
 - 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
 - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
 - 10.3 all charges for pumping out a septic system used for the residential premises, and
 - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
 - 10.5.1 are separately metered, or
 - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.
11. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
 - 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
 - 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
 - 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
 - 11.4 the residential premises have the following water efficiency measures:
 - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.
12. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

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

TENANT'S RIGHT TO QUIET ENJOYMENT

14. **The landlord agrees:**
 - 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
 - 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

- 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

15. The tenant agrees:

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
16. The tenant agrees:
- 16.1 to keep the residential premises reasonably clean, and
- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:

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

URGENT REPAIRS

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

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

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

The landlords emergency tradespeople are listed on the front page of your lease, please contact the landlords tradespeople in an emergency.

SALE OF THE PREMISES

20. The landlord agrees:

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
22. The landlord and tenant agree:
- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

23. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the NSW Civil and Administrative Tribunal (NCAT) so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.
24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. The tenant agrees:

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

LOCKS AND SECURITY DEVICES

29. The landlord agrees:

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

30. The tenant agrees:

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. The landlord and tenant agree that:

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. The landlord agrees:

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

- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Tick here [] and cross out clause if not applicable]

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

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

RENTAL BOND

[Tick here [] and cross out clause if no rental bond is payable]

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

SMOKE ALARMS

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

[Tick here [✓] and cross out clause if there is no swimming pool]

40. ~~The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.~~
 - 40A. ~~The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~
 - 40A.1 ~~the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~
 - 40A.2 ~~a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~
- This clause does not apply to a residential tenancy agreement entered into before 29 April 2016.*

LOOSE-FILL ASBESTOS INSULATION

40B. The landlord agrees:

- 40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.] (tenant initials) CG B S

ADDITIONAL TERM—BREAK FEE

[Tick here [] and cross out clause if not applicable]

41. **The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:
 - 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
 - 41.2 if the fixed term is for more than 3 years, [specify amount].

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

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

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

ADDITIONAL TERM—PETS

[Tick here [] and cross out clause if not applicable]

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

[Tick here [] and cross out clause if not applicable]

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

NO PETS ALLOWED ON PREMISES

[Tick here [] and cross out clause if not applicable]

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

ADDITIONAL TERM – CONDITION REPORT FROM PRECEDING AGREEMENT

46. If this agreement is the renewal of a pre-existing tenancy agreement for the property between the landlord and tenant then the landlord and tenant agree to use the condition report for the preceding residential tenancy agreement entered into by the tenant and dated to form part of this tenancy agreement.

ADDITIONAL TERM – SPECIAL CONDITIONS FOR FLATS AND BY-LAWS

47. The tenant agrees to comply with the by-laws and or management statements that apply to the premises.

47.1 Premises to which the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989* does not apply, such as flats, the tenant agrees to observe and comply with the special conditions that have been adopted where relevant from the Model By-Laws contained in the *Strata Schemes Management Regulation 2010*, Schedule 2 and are set out in Schedule 1 of this agreement. For the words written therein "owner or occupier" insert instead the words "the tenant", for "owners' corporation", insert instead "landlord", for "lot" insert instead "premises or flat", "the Act" insert instead the words "*Strata Schemes Management Act 1996*" and for "strata scheme" insert instead "the block".

ADDITIONAL TERM - HEALTH ISSUES

48. The tenant agrees to:

48.1 control mould, mildew and dampness by adopting a regular cleaning routine, ensure adequate ventilation, operate exhaust fans where fitted and lifestyle practices that reduce the accumulation of condensation, and

48.2 keep the premises clear of any pests and vermin, and

48.3 advise the landlord/landlord's agent promptly of any signs of dampness, pests or vermin.

ADDITIONAL TERM - NO SET OFF

49. The tenant shall not deduct any money from rent or cease to pay rent as a set off against any rental bond without the approval of the landlord or the landlord's agent.

ADDITIONAL TERM - PROCEDURE ON TERMINATION

50. The tenant shall upon termination of this agreement:

50.1 vacate the premises peaceably and return all keys and or opening devices. If the tenant fails to do so, the tenant shall be liable to pay an occupation fee (equivalent to the rent payable) until the keys and/or opening devices are returned to the landlord or the landlord's agent and or compensate the landlord for changing the locks or other opening devices to reasonably secure the premises. The landlord may seek an order from the NSW Civil and Administrative Tribunal (NCAT) to recover the occupation fee and/or compensation from the tenant, and

50.2 provide a forwarding address to the landlord.

ADDITIONAL TERM - COMMUNICATION AND MEDIA FACILITIES

51. The Landlord makes no warranty as to the availability or adequacy of any line or service for the telephone or internet; and digital, cable or

analogue television and the tenant leases the property relying on his or her own enquiries.

ADDITIONAL TERM—CARE OF SWIMMING POOL

~~**52.** Unless the landlord and tenant have agreed in writing to contrary the following clause applies in the event the property being leased includes a swimming pool.~~

~~**52.1** The tenant will daily or as often as necessary vacuum and clean away leaves and other debris;~~

~~**52.2** The tenant will daily or as often as necessary brush the walls of the pool to remove any build-up of slime or other such moulds;~~

~~**52.3** The tenant will regularly inspect the leaf baskets and remove any build-up of debris;~~

~~**52.4** The tenant will regularly carry out a backwash of the pool filters;~~

~~**52.5** The tenant will maintain the cleanliness and clarity of the water by testing the pool water each month and purchase and apply the recommended chemicals as needed.~~

~~**52.6** The tenant will ensure the level of the water in the pool remains above the filter inlet at all times.~~

~~**52.7** The tenant will inform the landlord or the landlord's agent as soon as possible of any problems with the pool or pool equipment;~~

~~**52.8** The tenant will never interfere with or alter the operation of any safety fence or gate by such means as propping the gate open or in any way allowing unhindered access to the pool; and~~

~~**52.9** The tenant will never leave any kind of item near the safety gate or fence which would permit a child to gain access to the pool area.~~

~~**52.10** The Tenant hereby acknowledged that they have received a copy of the Swimming Pool Compliance Certificate at the time of executing this Agreement.~~

NON-URGENT REPAIRS

53. The tenant hereby agrees that any non-urgent repairs will be carried out between 9 am – 5 pm Monday to Friday.

SMOKING

54. The tenant hereby agrees that no smoking is allowed inside the residential premises. If the tenant smokes outside the premises, cigarette butts will not be thrown on the ground. **The tenant will be charged to wash down all surfaces, floors, and window furnishings upon vacating if the tenant or occupants smoke inside the property.** If this property is located in a strata complex, the tenant should observe the Strata By-Laws in respect to smoking on balconies

DISHONORED PAYMENTS

55. The Tenant agrees that if payment is tendered and subsequently dishonored by the financial institution, then a \$30 dishonor fee will be charged to the tenant. The tenant agrees to pay this dishonor fee within 7 working days.

GROUND AND GARDENS

56. The tenant agrees to maintain the grounds and gardens including trimming of any shrubs or bushes that grow during the tenancy at the property.

ASBESTOS

57.1 **The landlord states that this property may contain Asbestos.** Asbestos building materials were very common in the Australian Residential Building Industry between the 1940's – 1980's. Current scientific and medical evidence supports the fact that simply living or working in a building that contains asbestos is not dangerous so long as the asbestos is in good condition. Good condition means undamaged and undisturbed. As a general rule if the property was built before the mid 1980's is **highly likely** that it would have materials containing asbestos. Between 1980's and 1990's it is **likely** that it would have material containing asbestos. After 1990's, it is **highly unlikely** it would have materials containing asbestos.

57.2 **The tenant hereby agrees** that they will notify the landlord if any surface and or material at the property, that is believed may contain asbestos, is damaged or disturbed. This notification will be made in writing and communicated to the landlord, via the landlords agent.

ADDITIONAL TERM – INSURANCE

58. The tenant is advised that the landlord is not responsible to insure the tenant's own possessions (contents and personal effects).

ADDITIONAL TERM – TENANCY DATABASES

59. The tenant may be listed on a tenancy database(s) if the tenant vacates owing funds in excess of the bond and/or an order is obtained from the NSW Civil and Administrative Tribunal (NCAT).

SCHEDULE 2 MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES (CLAUSE 27)

1. Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5. Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10. Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause: **washing** includes any clothing, towel, bedding or other article of a similar type.

11. Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12. Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

13. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14. Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owner's corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15. Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16. Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the

receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17. Keeping of animals

refer to clauses 43-45 concerning pets.

18. Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

19. Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. Provision of amenities or services

- (1) The owner's corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21. Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

22. Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Notes.

1. Definitions

In this agreement:

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

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

- (a) the letting of residential premises, or

- (b) the collection of rents payable for any tenancy of residential premises.

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.

LFAl 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.

2. Continuation of tenancy (if fixed term agreement)

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

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

6. Warning

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

ADDITIONAL CLAUSES

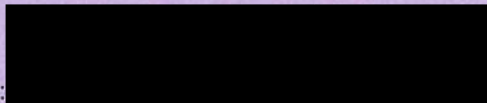
1. Tenants agree that the premises Condition Report must be completed and returned within seven (7) days of commencement of this agreement. Failing to return the report within the specified time, the tenant hereby understands and acknowledges the agent's report of the condition of the premises to be correct.
2. In accordance with Clause 15.5 – not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
3. The tenant understands whilst on the lease, the persons signing the lease are the persons responsible for the rent and the conditions of their Residential Tenancy Agreement and at no time can the names be changed or names added without the owners consent.
4. The tenant understands they must allow access to the property for annual termite inspections and annual smoke alarm inspections when required.
5. The tenants understand smoke detectors are to be working at all times. The tenant understands at no time are they allowed to disable the smoke detectors to suit their needs. The tenants understand they are to contact Shortland Property Management and advise at anytime if a smoke detector is not working.
6. Hooks, nails or stickers/blue-tac are not to be affixed to any walls unless approved by the landlord. The tenant understands if they do proceed in using stickers/blue-tac they are responsible for any damages.
7. The tenants are aware they are responsible for ~~replacing light bulbs~~, cleaning windows, dusting, removing cobwebs and routine garden maintenance such as watering, mowing and weeding. **Refer to fact sheet.** For weeds and clover, we suggest you use "Bin-Die". Please refer to **Clause 56. Grounds and Gardens.**
8. The tenants are aware that no foreign objects are to be flushed down the toilet, this includes wet wipes, baby wipes, flushable wipes and sanitary items like tampons and pads. Despite some of these products being advertised as "flushable", they will cause a blockage down the drains. If you flush any of these items down the toilet, you may be liable for the plumbing service charge.
9. Tenants are aware that smoking is not permitted inside the premises. Please refer to **Clause 54. Smoking.**
10. The tenants are aware when cleaning the carpets to have them steamed cleaned, NOT dry cleaned. We highly recommend John from Nova Clean – 0421963203.
11. The tenants are aware that the garage is for parking your vehicles in, NOT a storage facility. The garage cannot be converted to an additional bedroom as this is a fire hazard.
12. The rent must be kept in advance at all times during the tenancy, the tenants understands when rent is 14 days in arrears a termination notice can be issued personally or in the mail, and on the same day apply to the Consumer Trader & Tenancy Tribunal, the tenants obtaining a hearing date at the expiry date of the termination.

13. The tenant agrees that they are responsible for any damage incurred to the property. Care must be taken at all times.
14. The tenant/s is/are aware if they breach their Residential Tenancy Agreement their personal information could be listed on the tenant database (TICA).
15. The tenants are aware that they are responsible for payments of water usage. Tenants will receive a copy of the Hunter Water or Central Coast Council Account with an invoice to pay Shortland Property Management. This is to be paid as a separate transaction to your rental payments. Water Usage is to be paid to Shortland Property Management within 21 days plus 7 days for mailing, of receiving a copy of the Hunter Water or Central Coast Council account. If this is not paid within the 21 days plus 7 days for mailing, a Termination Notice will be issued.
16. The tenants are aware all general repairs are to be put in writing such as emailing or faxing, only urgent repairs are to be called to our office immediately.
17. The tenants are aware that our tradesman will only attend to repairs between the hours of 7am to 4pm, ONLY emergency repairs will be attended to after these times, with consent from Shortland Property Management. If you are not home for the tradesperson to attend, you can organise for the tradesperson to collect the office set of keys to gain access to the property. The tradesman may be able to attend after the above mentioned hours however the call out cost will be your responsibility.
18. The tenants are aware that the landlord has the house insured however this does not include tenant belongings, tenants are responsible for their own contents insurance.
19. The tenants are aware it is their responsibility to have connected the electricity, gas and phone.
20. The tenant is aware that the landlord makes no warranty as to the availability or adequacy of any line or service for the telephone or internet; and digital, cable or analogue television and the tenant leases the property relying on his or her own enquiries. **Refer to Clause 51. Communication and Media Facilities.**
21. The tenants are aware that when giving notice, written notice (not verbal notice) must be given. The tenant is also aware that notice is taken the day it is received at the office. The tenants also understand upon giving notice they will allow inspections of the property by prospective tenants. Once the tenant has emailed or faxed through their Notice to Vacate the original MUST be sent in the mail.

I/We acknowledge receipt of the following documents:

- **Copy of the completed and executed Residential Tenancy Agreement that includes two copies of the Property Condition Report and copy of the "NSW Fair Trading Tenancy Checklist"**

Tenants signature:



Date:

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

SIGNED BY THE LANDLORD

In the presence of Donna Gardener

Name of Witness

SIGNED BY THE TENANT

In the presence of Vicki Ritchie

Name of Witness

Signature of Landlord or Authorised to sign for and on behalf of
the Landlord *Agent*

Signature of Tenant

[Signature] Signature of Witness

Signature of Witness

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

Signature of Tenant

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

NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
your local Tenants Advice and Advocacy Service at www.tenants.org.au

RESIDENTIAL PREMISES CONDITION REPORT

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Residential Tenancies Regulation 2010

Page 1 of 7

PART 2

<HOW TO COMPLETE>

- Three copies of this condition report are filled out and signed by the landlord or the landlord's agent.
- Before the tenancy begins, the landlord's agent must inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working by replacing 'Y' (Yes) or 'N' (No) in the appropriate column (see example). Where necessary, comments should be included in the report. The landlord or landlord's agent must also indicate 'yes' or 'no' in relation to the matters set out under the headings 'Health Issues' and 'Communication facilities'.
- If the tenant has agreed to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises have the required water efficiency measures.
- Two copies of the report which have been filled in and signed by the landlord or the landlord's agent are given to the tenant before or when the tenant signs the agreement. The landlord or landlord's agent keeps the third copy.
- As soon as possible after the tenant signs the agreement, the tenant must inspect the residential premises and complete the tenant section of the condition report. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing 'Y' (Yes) or 'N' (No) in the appropriate column and by making any appropriate

comments on the form. The tenant may also comment on the matters under the headings 'Health Issues', 'Communication facilities' and 'Water Efficiency devices'.

- The tenant must return one copy of the completed condition report to the landlord or landlord's agent within 7 days after receiving it and is to keep the second copy.
- At, or as soon as practicable after, the termination of the tenancy agreement, both the landlord and tenant should complete the copy of the condition report they retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended inspection.

< IMPORTANT NOTES ABOUT THIS REPORT >

- It is a requirement that a condition be completed by the landlord and the tenant. This condition report is an important record of the condition of the residential premises when the tenancy begins and may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damaged premises.
- At the end of the tenancy the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.

Address of Premises : 1 SHALUSTAN STREET, CLIFTFLEIGH TENANT :

CONDITION OF PREMISES AT START OF TENANCY

CONDITION OF PREMISES AT END OF TENANCY

COMMENCEMENT DATE : 14/02/2020


Action / ToDo Items	ITEM	Tackle Agent Owner Tenant Discuss	CONDITION OF PREMISES AT START OF TENANCY				COMMENTS	CONDITION OF PREMISES AT END OF TENANCY				COMMENTS	
			CLEAN	UNDAMAGED	WORKING	KEYS		TNT AGREES	CLEAN	UNDAMAGED	WORKING		KEYS
	Walls/ceiling/door jambs/tracks		Y	Y	Y	Y							
	Windows/screens/locks/tracks		Y	Y	Y	Y							
	Door/screen door/locks/bells		Y	Y	Y	Y	1 x main door with glazed glass panels						
	Lights/power points/fitings		Y	Y	Y	Y	1 x Downlights - do not touch, contact agent						
	Floor/coverings/skirting		Y	Y	Y	Y	greyish tiles						
	Deadlock/Security Door/Hooks		Y	Y	Y	Y	1 x security door with closure - no hooks						
	Blinds/Curtains/Other												
	Window safety devices/Railing												
	Images/More												
	Walls/ceiling/door jambs/tracks		Y	Y	Y	Y							
	Windows/screens/locks/tracks		Y	Y	Y	Y	2 x screen clean & intact + clean tracks + window locks						
	Door/screen door/locks/bells		Y	Y	Y	Y							
	Lights/power points/fitings/TV		Y	Y	Y	Y	Downlights - do not touch, contact agent						
	Blind/curtains/picture hooks		Y	Y	Y	Y	1 x white vertical blind - no hooks						
	Floor/coverings/skirting		Y	Y	Y	Y	Greyish tiles						
	Heating/vent		Y	Y	Y	Y	Daikin - air conditioner with remote						
	Other		Y	Y	Y	Y	LINEN CUPBOARD - 2 x doors, shelves and tiled floor						
	Window safety devices/Railing												
	Images/More												


ENTRANCE		CONDITION OF PREMISES AT START OF TENANCY				COMMENTS
Example - Condition of premises at start of		CLEAN	UNDAMAGED	WORKING	KEYS	
Walls/ceiling/door jambs	Y	Y	Y	Y	Y	Cracks in walls and ceilings
Windows/Screen/locks	Y	Y	Y	Y	Y	Screen torn Windows
Door/Screen door/locks	N	Y	N	Y	Y	Broken cord/sash
Lights/power points/door bell	Y	Y	Y	Y	Y	
Floor coverings	Y	Y	Y	Y	N	Stain/Mark on Window
Deadlock						
Other						

- A condition report should be filled out whether or not a rental bond is paid.
- If you do not have enough space on the report attach a separate sheet.
- Information about the rights and responsibilities of landlords and tenants may be obtained by ringing NSW Fair Trading on 133220 or contacting www.fairtrading.nsw.gov.au before completing the condition report.

LANDLORD'S PROMISE TO UNDERTAKE WORK
The landlord agrees to undertake the following Cleaning, repairs, additions or other work during the tenancy.

The landlord agrees to complete that work by _____

Landlord/Agent Signature: 

Tenant's Signature: 

RESIDENTIAL PREMISES CONDITION REPORT

Address of Premises : 1 SHAALISTAN STREET, CLIFFILEIGH

TENANT :

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PART 2

CONDITION OF PREMISES AT START OF TENANCY

CONDITION OF PREMISES AT END OF TENANCY

Action / Todo Items	Trade Agent Tenant Discuss				CLEAN	UNDAMAGED	WORKING	KEYS	TNT AGREES	COMMENTS	CLEAN	UNDAMAGED	WORKING	KEYS	TNT AGREES	COMMENTS
	ITEM	Trade Agent	Tenant	Discuss												
DINING																
Walls/ceiling/door jambs/tracks																
Windows/screens/locks/tracks																
Door/screen door/locks/bells																
Lights/power points/fitings																
Floor/coverings/skirting																
Blind/curtains/picture hooks																
Heating/vent																
Other																
Window safety devices/Railing																
Images/More																
KITCHEN																
Walls/ceiling/door jambs/tracks																
Doors/Windows/Screens/Locks																
Blind/curtains/picture hooks																
Lights/power points/fitings																
Floor/coverings/skirting																
Cupboards/drawers/doors																
Bench Tops																
Sink/disposal unit/dishwasher																
Taps/spout																
Stove top/hot Plate																
Oven/griller																
Tiling																
Exhaust fan/range hood																
Other																
Window safety devices/Railing																
Images/More																
BEDROOM																
Walls/ceiling/door jambs/tracks																
Doors/Windows/Screens/Locks																
Blind/curtains/picture hooks																
Lights/power points/fitings/TV																
Floor/coverings/skirting																
Built Ins/Mirror/Shelves																
Other																
Window safety devices/Railing																
Images/More																

Landlord/Agent Signature : 

Tenants Signature : 

Sign off Date : _____

RESIDENTIAL PREMISES CONDITION REPORT

Address of Premises : 1 SHALISTAN STREET, CLIFTFLEIGH

Tenant : _____

Commencement Date : 14/02/2020

PART 2

Trade Agent Owner Tenant Discuss

CONDITION OF PREMISES AT START OF TENANCY

CONDITION OF PREMISES AT END OF TENANCY

Action / Todo Items	ITEM	CONDITION OF PREMISES AT START OF TENANCY				COMMENTS	CONDITION OF PREMISES AT END OF TENANCY				COMMENTS		
		CLEAN	UNDAMAGED	WORKING	KEYS		TNT AGREES	CLEAN	UNDAMAGED	WORKING		KEYS	TNT AGREES
	Walls/ceiling/door jambs/tracks	Y	Y	Y	Y	1 x main door, 1 x screen clean & intact + clean tracks + window locks							
	Doors/Windows/Screens/Locks	Y	Y	Y	Y								
	Blind/curtains/picture hooks	Y	Y	Y	Y	1 x white vertical blind - no hooks							
	Lights/power points/fitings/TV	Y	Y	Y	Y	Downlights - do not touch, contact agent							
	Floor/coverings/skirting	Y	Y	Y	Y	beige carpet							
	Built ins/Mirror/Shelves	Y	Y	Y	Y	BIR - 2 x doors rod shelf and carpet floor							
	Other	Y	Y	Y	Y	ceiling fans							
	Window safety devices/Railing												
	Images/More												
	Walls/ceiling/door jambs/tracks	Y	Y	Y	Y								
	Doors/Windows/Screens/Locks	Y	Y	Y	Y	1 x main door, 1 x screen clean & intact + clean tracks + window locks							
	Blind/curtains/picture hooks	Y	Y	Y	Y	1 x white vertical blind - no hooks							
	Lights/power points/fitings/TV	Y	Y	Y	Y	Downlights - do not touch, contact agent							
	Floor/coverings/skirting	Y	Y	Y	Y	beige carpet							
	Built ins/Mirror/Shelves	Y	Y	Y	Y	BIR - 2 x doors rod shelf and carpet floor							
	Other	Y	Y	Y	Y	ceiling fan							
	Window safety devices/Railing												
	Images/More												
	Walls/ceiling/door jambs/tracks					UPSTAIR HALLWAY							
	Doors/Windows/Screens/Locks												
	Blind/curtains/picture hooks												
	Lights/power points/fitings/TV	Y	Y	Y	Y	Downlights - do not touch, contact agent							
	Floor/coverings/skirting	Y	Y	Y	Y	beige carpet							
	Built ins/Mirror/Shelves	Y	Y	Y	Y	BIR - 2 x doors rod shelf and carpet floor							
	Other	Y	Y	Y	Y	ceiling fan							
	Window safety devices/Railing												
	Images/More												
	Walls/ceiling/door jambs/tracks					LINEN CUPBOARD - 1 x doors, shelves, carpet floor							
	Doors/Windows/Screens/Locks												
	Blind/curtains/picture hooks												
	Lights/power points/fitings/TV	Y	Y	Y	Y	Downlights - do not touch, contact agent							
	Floor/coverings/skirting	Y	Y	Y	Y	beige carpet							
	Built ins/Mirror/Shelves												
	Other	Y	Y	Y	Y								
	Window safety devices/Railing												
	Images/More												

Landlord/Agent Signature : _____

Tenants Signature : _____

Sign off Date : _____




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Address of Premises : 1 SHALISTAN STREET, CLIFTFLEIGH

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PART 2

CONDITION OF PREMISES AT START OF TENANCY

CONDITION OF PREMISES AT END OF TENANCY

Action / ToDo Items	Trade Agent Owner Tenant Discuss			CLEAN	UNDAMAGED	WORKING	KEYS	TNT AGREES	COMMENTS	CLEAN	UNDAMAGED	WORKING	KEYS	TNT AGREES	COMMENTS
	ITEM														
Walls/ceiling/door jambs/tracks				Y	Y	Y			BACK OF GARAGE						
Windows/screens/locks/tracks				Y	Y	Y									
Blind/curtains/picture hooks															
Lights/power points/fitings				Y	Y	Y			Downlights - do not touch, contact agent						
Floor/coverings/skirting				Y	Y	Y			greyish tiles						
Wash tubs/taps/spout				Y	Y	Y									
Door/screen door/locks/bells				Y	Y	Y			1 x main back door, 1 x security screen door plus closure						
Dryer/hot water system				Y	Y	Y			HWU - gas outside						
Washing machine taps				Y	Y	Y			inside wash tub						
Other/Exhaust fan/vent															
Window safety devices/Railing															
Images/More															
Storeroom/shed/windows				Y	Y	Y									
Balcony/porch/doors/locks				Y	Y	Y			covered pergola, Downlights - do not touch, contact agent - gas outlet						
External walls/Door locks				Y	Y	Y									
External light/Security devices				Y	Y	Y									
Gates/fences/Keys				Y	Y	Y			Colour bond fencing						
Grounds/garden beds				Y	Y	Y			to be maintained by tenant						
Lawns/edges				Y	Y	Y			to be maintained by tenant						
Stair cases/handrails				Y	Y	Y			garbage bins ordered.						
Letter box/street#/Garbage bin				Y	Y	Y									
Clothesline/Garden Shed				Y	Y	Y									
Concrete paving/driveway				Y	Y	Y									
Security system/teephone				Y	Y	Y			Unable to test - owner not responsible for connecting NBN service						
Gutters/downpipes				Y	Y	Y									
TV antenna external									Unable to test						
Barbeque/Decking															
Pool water/pool lining															
Pool equipment/pool fence															
Smoke Alarm/Safety Switch				Y	Y	Y			serviced annually						
Hotwater/Water Tank/Septic				Y	Y	Y			HWU - gas outside - rain water tank						
Window safety devices/Railing															
Images/More															

Landlord/Agent Signature : 

Tenants Signature : 

Sign off Date : _____

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Address of Premises : 1 SHALLISTAN STREET, CLIFTEIGH

TENANT :

COMMENCEMENT DATE : 14/02/2020

CONDITION OF PREMISES AT START OF TENANCY

CONDITION OF PREMISES AT END OF TENANCY

Action / ToDo Items	Trade				CLEAN	UNDAMAGED	WORKING	KEYS	TNT AGREES	COMMENTS
	Agent	Owner	Tenant	Discuss						
ITEM										
TOILET										
Walls/ceiling/door jambs/tracks	Y	Y	Y	Y						POWER ROOM DOWN STAIRS.
Doors/Windows/Screens/Locks	Y	Y	Y	Y						1 x main door
Blind/curtains/picture hooks										
Lights/power points/fitings	Y	Y	Y	Y						Downlights - do not touch, contact agent
Tiling/Floor	Y	Y	Y	Y						Taupe tiles
Toilet bowl/cistern/seat	Y	Y	Y	Y						
Toilet roll holder	Y	Y	Y	Y						PLUS - wash basin and taps
Window safety devices/Railing										
Images/More										
GARAGE/CARPORT										
Walls/ceiling/door jambs/tracks	Y	Y	Y	Y						
Doors/Windows/Screens/Locks	Y	Y	Y	Y						Back door access to house , 1 x screen clean & intact + clean tracks + window locks
Blind/curtains/picture hooks	Y	Y	Y	Y						1 x white vertical blind - no hooks
Shelving/work bench	Y	Y	Y	Y						
External walls/roof	Y	Y	Y	Y						
Lights/power points/fitings	Y	Y	Y	Y						1 x double fluro light plus cover
Floor	Y	Y	Y	Y						concrete - marks
Other	Y	Y	Y	Y						LAUNDRY IN BACK - SEE LAUNDRY
Window safety devices/Railing										
Images/More										
BATHROOM										
Walls/ceiling/door jambs/tracks	Y	Y	Y	Y						
Windows/screens/locks/tracks	Y	Y	Y	Y						1 x screen clean & intact + clean tracks + window locks
Blind/curtains/picture hooks	Y	Y	Y	Y						no hooks
Lights/power points/fitings	Y	Y	Y	Y						Downlights - do not touch, contact agent
Floor/coverings/skirting	Y	Y	Y	Y						taupe tiles
Bath/laps/spout	Y	Y	Y	Y						
Shower/laps/rose	Y	Y	Y	Y						
Shower screen/doors	Y	Y	Y	Y						1 x glass shower screen
Wash basin/laps/spout	Y	Y	Y	Y						
Tiling/soap holders/sink	Y	Y	Y	Y						
Mirror/cabinet/vanity	Y	Y	Y	Y						
Towel/rails / Doors	Y	Y	Y	Y						1 x long towel rack, 1 x round ring
Toilet/W.C./toilet roll holder	Y	Y	Y	Y						
Heating/exhaust fan	Y	Y	Y	Y						
Other										
Window safety devices/Railing										
Images/More										

Leandford/Agent Signature :



Tenants Signature :



Sign off Date :

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Address of Premises : 1 SHALISTAN STREET, CLIFTFLEIGH

TENANT :

CONDITION OF PREMISES AT START OF TENANCY

CONDITION OF PREMISES AT END OF TENANCY

Action / Todo Items	Trade/ Agent/ Owner/ Tenant/ Discuss				CLEAN	UNDAMAGED	WORKING	KEYS	TNT AGREES	COMMENTS	
BATHROOM/Ensuite											
Walls/ceiling/door jambs/tracks					Y	Y	Y			1 x screen clean & intact + clean tracks + window locks	
Windows/screens/locks/tracks					Y	Y	Y			1x white holland blind - no hook	
Blind/curtains/picture hooks					Y	Y	Y			Downlights - do not touch, contact agent	
Lights/power points/fitings					Y	Y	Y			taupe tiles	
Floor/coverings/skirting					Y	Y	Y				
Bath/laps/spout					Y	Y	Y				
Shower/laps/rose					Y	Y	Y				
Shower screen/doors					Y	Y	Y			1 x long towel rack, 1 x round ring	
Wash basin/laps/spout					Y	Y	Y				
Tiling/soap holders/sink					Y	Y	Y				
Mirror/cabinet/vanity					Y	Y	Y				
Towel/rails / Doors					Y	Y	Y			1 x long towel rack, 1 x round ring	
Toilet/W.C./toilet roll holder					Y	Y	Y				
Heating/exhaust fan					Y	Y	Y			exhaust fan	
Other											
Window safety devices/Railing											
Images/More					N						

Landlord/Agent Signature :



Tenants Signature :



Sign off Date :



