

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Singer Residential</b> <b>78 Railway Crescent, Jannali, NSW 2226</b>	Email: <a href="mailto:joshua@singerresidential.com.au">joshua@singerresidential.com.au</a> Ref: Joshua Singer - 0457 056 811
co-agent		
vendor	<b>Marina Kouzmenko</b> <b>27 Throsby Crescent, Barden Ridge, NSW 2234</b>	
vendor's solicitor	<b>Hannaford Cox Connellan &amp; McFarland</b> <b>62 Market Street, Mudgee NSW 2850</b> <b>PO Box 234, Mudgee NSW 2850</b>	Phone: 02 6372 1666 Email: <a href="mailto:peter.orr@hccm.com.au">peter.orr@hccm.com.au</a> Fax: 02 6372 4223 Ref: PRO:JAM:230337
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>27 Throsby CI, Barden Ridge, New South Wales 2234</b> <b>Registered Plan: Lot 7 Plan DP 1044973</b> <b>Folio Identifier 7/1044973</b>	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: spa	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" 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: solar hot water system
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	_____ (if not stated, the date this contract was made)

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

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

buyer's agent

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

## SIGNING PAGE

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

**Choices**Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

**Manual transaction** (clause 30)☐ NO ☐ yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul>
<b>Home Building Act 1989</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul>	
<b>Swimming Pools Act 1992</b>	
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 28 certificate of compliance</li> <li><input checked="" type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<b>Other</b> <input type="checkbox"/> 60

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

## ADDITIONAL CLAUSES

These additional clauses are attached to and form part of the Contract for the sale and purchase of land between Marina Kouzmenko (**vendor**) and (**purchaser**).

### 33. Representations and Condition

- 33.1. The **purchaser** acknowledges that its decision to enter into this Contract was not made in reliance upon any representation made by the **vendor** or made on behalf of the **vendor** except such as are expressly provided in this Contract.
- 33.2. The **purchaser** acknowledges that the property including all of the improvements or chattels is sold in its present state and condition subject to any defects whether latent or patent.
- 33.3. This clause will not merge on completion.

### 34. Notice to Complete

- 34.1. If a party is entitled to serve a notice to complete, then the party may at any time serve a notice requiring completion on a specified date provided that the specified date is not less than 14 days after the date of service of the notice.
- 34.2. It is expressly agreed between the parties that in circumstances justifying the issue of a notice to complete fourteen (14) days shall be deemed to be reasonable and sufficient for that purpose.
- 34.3. A party entitled to serve a notice to complete may at any time withdraw the notice without waiving that party's right to serve another notice to complete at any time.
- 34.4. In the event the **vendor** issues a notice to complete, the **purchaser** must pay to the **vendor** the sum of \$275.00 (inclusive of GST) to cover legal costs incurred as a consequence of the issuing of such notice. The parties agree this is a genuine pre-estimate of the additional costs incurred by the **vendor** as a consequence of the issuing of such notice.
- 34.5. The **vendor** is not taken to be unable or unready or unwilling to complete this contract because of the existence of any charge on the property for any rate or tax or outgoing.
- 34.6. The **vendor** may serve a notice to complete on the **purchaser** despite that at the time the notice is served or at any subsequent time there is a charge on the property for any rate or tax or outgoing.

### 35. Adjustments

- 35.1. The **vendor** must on completion allow amounts for water usage charges for which the relevant authority has not issued accounts.
- 35.2. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.

### 36. Rescission

- 36.1. Should either party prior to completion die or become mentally ill or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a Company go into liquidation then the other party may rescind this Contract and the provisions of clause 19 will apply.
- 36.2. If the **purchaser** should apply for a Building Certificate under division 6.7 of the *Environmental Planning and Assessment Act 1979* and the Sutherland Shire Council Council:
  - (a) refuses to issue a Building Certificate; or
  - (b) defers determination of the application until works are carried outsuch that the **purchaser** may be entitled to rescind this contract for breach of statutory warranty then the **vendor** will be entitled to rescind the contract under clause 8.1.

### 37. Liquidated Damages

If as a result of the default of the **purchaser** completion of this contract does not take place by the completion date then:

- 37.1. Without prejudice and in addition to any other remedies available to the **vendor** the **purchaser** will pay liquidated damages to the vendor on completion.
- 37.2. The liquidated damages must be a sum equivalent to interest on the balance of the purchase price calculated at the rate of 10% per annum from and including the completion date up to and including the actual day of completion, and a further sum of \$330.00 (plus GST) for the **vendor's** additional legal costs associated with the **purchaser** failure to complete on time.
- 37.3. The liquidated damages payable under 37.2 are agreed by the parties to be a genuine pre-estimate of the **vendor's** actual damages.

### 38. Release of Deposit

- 38.1. Notwithstanding the provisions shown on the front page of the Contract, the **purchaser** hereby authorises the deposit-holder to release the deposit held under this Contract to be used as a deposit for the **vendor's** subsequent purchase of a property subject to the following:

- (a) the deposit must only be placed in the Trust account of the vendor's Agent or vendor's Solicitor in such subsequent purchase; and
- (b) the deposit must not be released to the vendor in such subsequent purchase.

**39. Third Party Commission**

- 39.1. The **purchaser** warrants that its introduction to the property was not made either directly or indirectly by any real estate agent or any other person entitled to a commission with respect to the sale other than by an agent named in this contract.
- 39.2. The **purchaser** hereby indemnifies and agrees to keep indemnified the **vendor** from and against all claims demands actions suits judgments orders and costs whatsoever made brought or recovered in respect of commission arising directly from the purchasers breach of the warranty in clause 39.1.
- 39.3. This clause will not merge on completion.

**40. Execution and Exchange by Email or Facsimile or Counterpart**

- 40.1. This Contract may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and such counterparts taken together will constitute one and the same instrument and the parties agree to accept such instrument as the original and binding Contract.
- 40.2. This Contract is binding on the parties on the exchange of counterparts. A copy of a counterpart sent by electronic mail transmission or facsimile transmission must be treated as an original counterpart.
- 40.3. In accordance with the *Electronic Transactions Act 2000* (NSW) the parties acknowledge that they have consented to electronic communication, including the execution and exchange of the Contract by electronic communication, prior to executing this Contract.



FOLIO: 7/1044973

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SEARCH DATE	TIME	EDITION NO	DATE
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20/5/2024	11:14 AM	6	23/11/2018

LAND

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LOT 7 IN DEPOSITED PLAN 1044973

AT BARDEN RIDGE

LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND

TITLE DIAGRAM DP1044973

FIRST SCHEDULE

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MARINA KOUZMENKO

(T AN705698)

SECOND SCHEDULE (9 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G858189 EASEMENT FOR TRANSMISSION LINE 45.72 WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
Z944756 TRANSFER OF EASEMENT G858189 TO SYDNEY  
ELECTRICITY
- 3 T598543 -EASEMENT FOR WATERMAIN 7.3 WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1044973 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1044973 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 6 DP1044973 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S.88B INSTRUMENT
- 7 DP1044973 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE  
S.88B INSTRUMENT
- 8 DP1044973 POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE  
S.88B INSTRUMENT
- 9 DP1044973 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (7) IN THE S.88B INSTRUMENT

NOTATIONS

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DP267201 NOTE: PLAN OF PROPOSED EASEMENT

UNREGISTERED DEALINGS: NIL

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

230337

PRINTED ON 20/5/2024





SIGNATURES AND SEALS ONLY



*[Signature]*  
Registrar-General

Crown Lands Office Approval  
PLAN APPROVED

Land Design: .....  
Paper No: .....  
Field Book: .....  
Subdivision Certificate

I certify that the provisions of s.103 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision of the land.

Subdivision Certificate No. 33/2003

Current Authority: The Council of Sutherland Shire

Date of Endorsement: 15/11/03

Accreditation No. 15/11/03

File No. 15/11/03

Note: This plan is to be lodged electronically in the LRS. This Office will not accept a signature in an electronic or paper format.

Subdivision Certificate No. 33/2003

Office of the Registrar-General

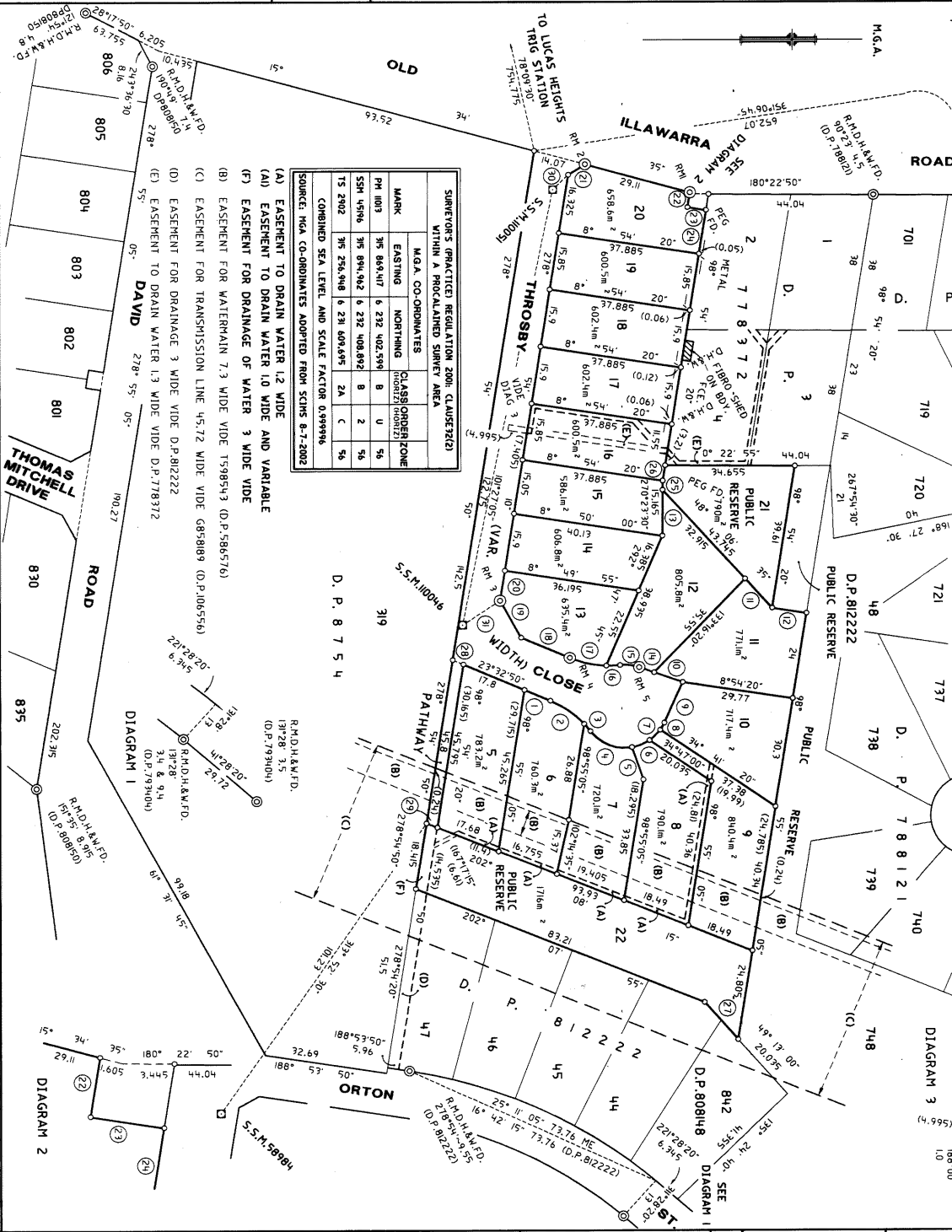
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF REFERENCE MARKS

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	088°27' 5.725"	7.565	11.4	26.5	17	192°34' 10"	9.98	10.04	26.5
2	35°35' 20"	11.055	11.4	26.5	18	203°32' 50"	11.485	11.48	26.5
3	320°55' 11.09"	2.61	2.61	11.5	19	24°33' 35"	11.48	11.48	26.5
4	SSM 1000/1	11.995	12.61	11.5	20	218°54' 10"	8.365	8.365	26.5
5	DIAMOND	293°33' 9.5834"	5.06	5.05	21	327°16' 05"	5.32	5.32	26.5
		284°29' 19.428355"	4.05	4.05	22	98°54' 20"	4.185	4.185	26.5

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	23°32' 50"	7.565	11.4	26.5	17	192°34' 10"	9.98	10.04	26.5
2	35°35' 20"	11.055	11.4	26.5	18	203°32' 50"	11.485	11.48	26.5
3	320°55' 11.09"	2.61	2.61	11.5	19	24°33' 35"	11.48	11.48	26.5
4	21°50' 25"	11.995	12.61	11.5	20	218°54' 10"	8.365	8.365	26.5
5	71°30' 20"	9.465	5.05	5.05	21	327°16' 05"	5.32	5.32	26.5
6	337°44' 30"	5.06	4.05	4.05	22	98°54' 20"	4.185	4.185	26.5
7	34°53' 30"	4.03	4.05	4.05	23	98°54' 20"	4.185	4.185	26.5
8	299°10' 20"	2.295	2.26	11.5	24	210°27' 30"	12.29	12.29	26.5
9	293°32' 50"	12.325	12.325	26.5	25	210°27' 30"	12.29	12.29	26.5
10	199°35' 20"	8.095	8.095	26.5	26	210°27' 30"	12.29	12.29	26.5
11	199°35' 20"	8.095	8.095	26.5	27	229°13' 00"	13.68	13.68	26.5
12	48°56' 35"	9.27	9.27	26.5	28	23°32' 50"	3.125	3.125	26.5
13	210°27' 30"	12.455	12.455	26.5	29	202°08' 15"	5.835	5.835	26.5
14	199°35' 20"	4.23	4.23	11.5	30	135°07' 05"	5.835	5.835	26.5
15	186°42' 20"	5.13	5.17	11.5	31	326°16' 20"	12.105	12.105	26.5
16	177°50' 00"	3.705	3.705	11.5					



DP1044973

21-1-2003

Registered

Title System: TORRENS

Purpose: SUBDIVISION

Rel Map: U0030-71

Last Plan: DP 812222

PLAN OF SUBDIVISION OF LOT 48 D.P. 812222

Lengths are in metres. Reduction Ratio 1:850

Locality: BARDEN RIDGE

Parish: HOLSWORTHY

County: CUMBERLAND

This is a plan of subdivision of land under the provisions of the Real Property Act 1900 (NSW).

Surveyor: [Signature]

Plans used in preparation of Survey/Compilation: D.P.S. 798121, 793004, 808150, 808142, 808148, 812222

Panel for use only for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED:-

(A) TO DEDICATE THOROSBY CLOSE ROAD SUBJECT TO EASEMENT TO PUBLIC AS PUBLIC ROAD (D.P. 778712)

(B) TO DEDICATE THE PUBLIC AS PUBLIC ROAD SUBJECT TO EASEMENTS (B) & (C)

(C) TO CREATE LOTS 21 & 22 AS PUBLIC RESERVE

(D) PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 TO CREATE

(E) EASEMENT TO DRAIN WATER 1.2 WIDE

(F) EASEMENT TO DRAIN WATER 1.0 WIDE AND VARIABLE WIDTH

(G) POSITIVE COVENANT ON USE OF LAND

(H) POSITIVE COVENANT

(I) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(J) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(K) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(L) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(M) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(N) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(O) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(P) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(Q) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(R) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(S) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(T) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(U) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(V) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(W) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(X) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(Y) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(Z) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(AA) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(AB) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

(AC) RESTRICTION ON USE OF LAND OF WATER 3.0 WIDE

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

(Sheet 1 of 4 sheets)

**Plan:**

**Plan of Subdivision  
 Of Lot 49 in DP812222  
 Covered by Subdivision Certificate  
 No. 33/2003**

**DP1044973**

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

The Boulevard Arcade Pty Limited  
 C/- Unit 10  
 1 Northcliff Street  
 MILSONS POINT NSW 2061

**Part 1 (Creation)**

Number of items shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.2 Wide.	22 9 8 7 6 5	Lots 5 to 10, inclusive 10 9, 10 Lots 8 to 10, inclusive Lots 7 to 10, inclusive Lots 6 to 10, inclusive
2	Easement to Drain Water 1.0 Wide & Variable Width.	16	Lots 1 to 4, inclusive in DP778372
3	Restriction on the Use of Land.	All lots.	Every other lot.
4	Positive Covenant.	All lots, except Lots 11, 12, 21 & 22	The Council of Sutherland Shire.
5	Positive Covenant.	All lots, except Lots 11, 12, 21 & 22	Telstra.
6	Positive Covenant.	16	The Council of Sutherland Shire.
7	Restriction on the Use of Land.	Lots 5, 6, 7, 8, 9, 10, 13, 14, 15 & 16	The Council of Sutherland Shire.
8	Easement for Drainage of Water 3 Wide.	22	The Council of Sutherland Shire.

Approved by The Council of Sutherland Shire

  
 Authorised Officer

(Sheet 2 of 4 sheets)

**Plan:**

**Plan of Subdivision  
Of Lot 49 in DP812222  
Covered by Subdivision Certificate  
No. 33/2003**

**DP1044973**

**Part 2 (Terms)**

**Terms of Restriction on the Use of Land numbered 3 in the plan.**

For the benefit of any adjoining land owned by the abovenamed proprietor but only during the ownership thereof by the abovenamed proprietor its successors and assigns other than transferees on sale no fences shall be erected on the land hereby burdened to divide same from such adjoining land without the consent of the abovenamed proprietor but such consent shall not be unreasonably withheld if such fence is erected without expense to the abovenamed proprietor and in favour of any person dealing with the transferee on sale such consent shall be deemed to have been given in respect of every such fence for the time being erected.

**Terms of Positive Covenant numbered 4 in the plan.**

All dwellings erected will comply with Sutherland Shire Council's Category 'A' bushfire construction standards.

**Terms of Positive Covenant numbered 5 in the plan.**

The telephone lead-in pipe shall be placed in the same trench as the electrical power lead-in. Telstra is to be given at least 72 hours' notice that the common lead-in trench has been excavated to allow the telephone lead-in plan to be installed in this trench. Notification is to be given to the Telstra Supervisor on telephone 9543 1202.

**Terms of Positive Covenant numbered 6 in the plan.**

No building may be erected on the lot hereby burdened (Lot 16) until the Easement to Drain Water created by DP778372, as it affects Lot 16 of this plan, is released.

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Approved by The Council of Sutherland Shire

..........  
Authorised Officer

(Sheet 3 of 4 sheets)

**DP1044973**

**Plan of Subdivision  
Of Lot 49 in DP812222  
Covered by Subdivision Certificate  
No. 33/2003**

**Terms of Restriction on the Use of Land numbered 7 in the plan.**

No fence shall be erected on the lot hereby burdened to divide the same from Lots 11, 12, 21 and 22 in the abovementioned plan without the consent of the Council of Sutherland Shire, its successors or assigns but such consent shall not be withheld if such fence is erected without expense to the Council of Sutherland Shire its successors or assigns and in favour of any person dealing with the transferee his executors administrators or assigns from the aforementioned proprietor such consent shall be deemed to have been given in respect of every such fence for the time being erected.

**Name of Authority empowered to release, vary or modify the Easement to Drain Water 1.2 Wide numbered 1, Easement to Drain Water 1.0 Wide & Variable Width numbered 2, Easement for Drainage of Water 3 Wide, Positive Covenants numbered 4 and 6 in the plan.**

The Council of Sutherland Shire.

**Name of Body empowered to release, vary or modify the Restriction on the Use of Land numbered 3 in the plan.**

The Boulevard Arcade Pty Limited.

**Name of Authority empowered to release, vary or modify the Positive Covenant numbered 5 in the plan.**

Telstra.

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Approved by The Council of Sutherland Shire

..........  
Authorised Officer

(Sheet 4 of 4 sheets)

**Plan:**

**Plan of Subdivision  
Of Lot 49 in DP812222  
Covered by Subdivision Certificate  
No. 33/2003**

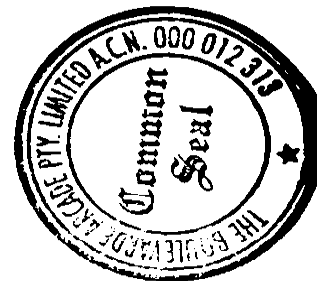
**DP1044973**

The COMMON SEAL of  
THE BOULEVARDE ARCADE PTY LIMITED

~~ABN 6~~

Was hereunto affixed by Authority  
Of the Board of Directors in  
Accordance with the Articles of  
Association of the Company  
And in the presence of:

)  
)  
)  
)  
)  
)  
)



.....  
Director

.....  
Secretary

Approved by The Council of Sutherland Shire

.....  
Authorised Officer

Ref: 19859M3 S88B Issue E – 13.01.03

REGISTERED  21-1-2003

(E)

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CONVEYANCING ACTS, 1  
REAL PROPERTY ACT, 1900

Notice of Resumption of Land subject to the provisions  
of Real Property Act, 1900

UP 150-10-0  
12/12/1

I, ALFRED ALLEYNE LEVY State Crown Solicitor's Office DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the Tenth day of May one thousand nine hundred and fiftyseven, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification/as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said ALFRED ALLEYNE LEVY HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900. AND I FURTHER CERTIFY that I was appointed by writing dated the Twentyfourth day of July one thousand nine hundred and fiftysix under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part of Whole	Volume	Folio
Pt. Por.	425	Parish County Holsworthy Cumberland	Part C.G.	7268	23
"	AS	SHOWN ON PLAN HEREUNTO ANNEXED MARKED "Z"	C.F. 1937/1 Metropolitan	4344	209
"	AS	SHOWN ON PLAN HEREUNTO ANNEXED MARKED "A"	Homestead Farm Grant	5514	123
"	AS	SHOWN ON PLAN HEREUNTO ANNEXED MARKED "B"	C.G.	5616	169
"	AS	SHOWN ON PLAN HEREUNTO ANNEXED MARKED "C"	C.T.	5620	5
"	AS	SHOWN ON PLAN HEREUNTO ANNEXED MARKED "D"	C.T.	4469	92
"	AS	SHOWN ON PLAN HEREUNTO ANNEXED MARKED "E"	C.T.	3449	102
"	AS	SHOWN ON PLAN HEREUNTO ANNEXED MARKED "F"	C.G.	2744	74
"	15	"	C.T.	6951	155
"	16	"	C.T.	6574	151
"	17	"	C.T.	5754	7
"	21, 23	"	C.T.	5617	39
"	24, 25	AS SHOWN ON PLAN HEREUNTO ANNEXED MARKED "F"	C.T.		

DATED this day of in the year of Our Lord  
one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL  
SYDNEY.

Copies of plans filed as 50881 2 50906

SCHEDULE (Contd.)

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 336		Deposited Plan 8754	Part C.T. 3054	X	13 ✓
" " 349	AS SHOWN ON PLAN	" 9364	" C.T. 5574	X	151 ✓
" Pdr. 326		" 8754	" C.T. 4956	X	20 ✓
" " 334		" 8754	" C.T. 5502	X	216 ✓
" " 335	AS SHOWN ON PLAN	" 8754	" C.T. 7067	X	89 ✓
" Lot 318		" 8754	" C.T. 5375	X	210 ✓
" " 319		" 8754	" C.T. 4065	X	101 ✓
" " 320		" 8754	" C.T. 2969	X	37 ✓
" " 321		" 8754	" C.T. 2972	X	67 ✓
" " 322		" 8754	" C.T. 4711	X	2 ✓
" " 323	AS SHOWN ON PLAN	" 8754	" C.T. 3289	X	25 ✓
" " 293		" 8755	" C.T. 5347	X	71, 72, 73 ✓
" Lots 303A, 304 } 304A, 304B, } 304C and 305 }	AS SHOWN ON PLAN	" 17007	" C.T. 4449	X	132 ✓
" Portion 678	Heathcote	Cumberland	" C.G. 7118	X	115 ✓
			" C.P. 1933/24		Metropolitan ✓
" land as shown in plan lodged with Application No. 34984 being land appropriated under Public Works Act, 1912 by Gazette dated 29.8.1941 Folios 3032 and 3033	AS SHOWN ON PLAN	" HEREUNTO ANNEXED	" MARKED "K"		
" Portion 767		"	" C.G. 4953	X	39 ✓
			" C.P. 1932/11		Metropolitan ✓
" " 768		"	" C.G. 5547	X	113 ✓
			" C.P. 1933/17		Metropolitan ✓
" " 769		"	" C.G. 5615	X	34 ✓
	AS SHOWN ON PLAN	" HEREUNTO ANNEXED	" MARKED "L"		
" " 771 being } Lot 1 in M.P.S. } (R.P.) No. 70608 }		"	" C.T. 6290	X	83 ✓
" Portion 771 being } Lot 2 in M.P.S. } (R.P.) No. 70608 }		"	" C.T. 6356	X	168 ✓
" Portion 772		"	" C.G. 6870	X	1 ✓
			" C.P. 1933/6		Metropolitan ✓
" " 774		"	" C.G. 5547	X	223 ✓
	AS SHOWN ON PLAN	" HEREUNTO ANNEXED	" MARKED "M"		

G858189

SCHEDULE (Contd.)

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
		Parish	County		
Pt. of that land com- prised in R.P.A. 27174		Wonona	Camden	Part C.T. 4356	229 ✓
	AS SHOWN	ON PLAN	HEREUNTO ANNEXED MARKED "V"		
Pt. Portion 30		Kembla	"	C.T. 1020	55 ✓
	AS SHOWN	ON PLAN	HEREUNTO ANNEXED MARKED "W"		
" Lots 53 and 54 D.P. 1960		"	"	C.T. 2802	184 ✓
	AS SHOWN	ON PLAN	MARKED "X"		
" Portion 38		"	"	C.T. 7248	166 ✓
	AS SHOWN	ON PLAN	HEREUNTO ANNEXED MARKED "Y"		

DATED this *27th* day of *August* in the year of Our  
Lord One thousand nine hundred and fiftyseven.

SIGNED by the said ALFRED ALLEYNE }  
LEVY in the presence of:

*H. D. Wright*

*Alfred Alleyne*

THE REGISTRAR GENERAL,  
SYDNEY.



SCHEDULE (Contd.)

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Portion 67	AS SHOWN ON PLAN HEREUNTO ANNEXED MARKED "N"	Parish Heathcote County Cumberland	Part C.G.	1173	130
" " 650	AS SHOWN ON PLAN HEREUNTO ANNEXED MARKED "O"	" " " " " " " "	C.G.	2892	180
" Lot C in plan lodged with Transfer No. F.495835	" " " " " " " "	" " " " " " " "	C.T.	6775	187
" Lot D in plan lodged with Transfer No. F.495835	" " " " " " " "	" " " " " " " "	C.T.	6775	183
Pt. Portion 97	AS SHOWN ON PLAN HEREUNTO ANNEXED MARKED "S"	Southland	C.G.	5406	13
" " 98	" " " " " " " "	" " " " " " " "	C.G.	4280	244
" " 172	AS SHOWN ON PLAN HEREUNTO ANNEXED MARKED "S"	" " " " " " " "	C.T.	2031	221
" " 36	" " " " " " " "	" " " " " " " "	C.T.	3990	205
" " 40	" " " " " " " "	" " " " " " " "	C.G.	484	249
" " 41	" " " " " " " "	" " " " " " " "	C.G.	797	223
" " 50	" " " " " " " "	" " " " " " " "	C.G.	805	164
" " 51	" " " " " " " "	" " " " " " " "	C.T.	809	85
" " 52	" " " " " " " "	" " " " " " " "	C.G.	805	165
" " 53	" " " " " " " "	" " " " " " " "	C.G.	853	164
" " 54	" " " " " " " "	" " " " " " " "	C.G.	795	122
" " 100	" " " " " " " "	" " " " " " " "	C.G.	484	249
" " 126	" " " " " " " "	" " " " " " " "	C.T.	6755	214
" " 174	" " " " " " " "	" " " " " " " "	C.T.	2031	221
" " 176	AS SHOWN ON PLAN HEREUNTO ANNEXED MARKED "S"	" " " " " " " "	C.T.	6451	1
" " 38	" " " " " " " "	" " " " " " " "	C.T.	3286	214
" " 39	AS SHOWN ON PLAN HEREUNTO ANNEXED MARKED "S"	Camden and Cumberland	C.T.	3286	214
" of that land comprised in R.P.A. 10975	AS SHOWN ON PLAN HEREUNTO ANNEXED MARKED "S"	Wonona Camden	C.T.	5032	96
" Portion 129	" " " " " " " "	" " " " " " " "	C.T.	6224	174
" " 27	AS SHOWN ON PLAN HEREUNTO ANNEXED MARKED "S"	" " " " " " " "	C.T.	5032	96
" of that land comprised in R.P.A. 10975	" " " " " " " "	" " " " " " " "	C.T.	5333	243
" Portion 34	AS SHOWN ON PLAN HEREUNTO ANNEXED MARKED "U"	" " " " " " " "	C.T.	984	218
" of that land comprised in R.P.A. 12281	" " " " " " " "	" " " " " " " "	C.T.	4205	5

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[Published in Government Gazette No. 58 of 10th May, 1957.]

**ELECTRICITY COMMISSION ACT, 1950-1954—PUBLIC  
WORKS ACT, 1912.**

**HOMEBUSH-TALLAWARRA ELECTRICITY TRANSMISSION LINE.**

**Acquisition of Easement.**

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, for the purpose aforesaid; AND IT IS HEREBY FURTHER NOTIFIED that the said easement or right is vested in The Electricity Commission of New South Wales.

Dated at Sydney, this 1st day of May, 1957.

K. W. STREET,

By Deputation from His Excellency the Governor.

J. B. BENSCHAW, Minister for Local Government.

**SCHEDULE.**

All that piece or parcel of land situate in the Shire of Sutherland, parish of Holsworthy and county of Cumberland, being that part of portions 305, 308 and 425 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-western side of Old Illawarra road at a point distant 2 chains 14.8 links north-easterly from the easternmost corner of the said portion 425 and bears generally northerly through a point on the north-western boundary of the said portion 308 being 39 degrees 57 minutes and distant 1 chain 99 links from the angle formed in that boundary by lines bearing 255 degrees 39 minutes and 219 degrees 57 minutes as shown on plan catalogued C. 3,353-2,030, but excluding thereout the site of the reserved road 40 feet wide through the said portion 425, and said to be in the possession of C. D. Moore and others.

Also, all that piece or parcel of Crown land situate as aforesaid, being that part of B. 73,133 and B. 73,134 from Sale and Lease for Public Recreation lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-western boundary of portion 308 at a point bearing 39 degrees 57 minutes and distant 1 chain 99 links from the angle formed in that boundary by lines bearing 255 degrees 39 minutes and 219 degrees 57 minutes as shown on plan catalogued C. 3,353-2,030; and thence bears 358 degrees 9 minutes 30 seconds through a point on the right bank of Georges River.

Also, all that piece or parcel of land situate as aforesaid, being that part of portion 222 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-western side of Fowler-road at a point bearing 239 degrees 41 minutes and distant 4 chains 2.5 links from the angle in that side of that road formed by lines bearing 59 degrees 41 minutes and 211 degrees 29 minutes, as shown in plan catalogued C. 3,491-2,030; and bears north-westerly through a point on the south-eastern side of Old Illawarra road bearing 64 degrees 33 minutes and distant 2 chains 21 links from the angle in that side of that road formed by lines bearing 82 degrees 9 minutes and 54 degrees 23 minutes, as shown in the said plan catalogued C. 3,491-2,030, and said to be in the possession of T. W. Ball.

Also, all that piece or parcel of land situate as aforesaid, being that part of portions 200, 201, 202, 414, 419 and 451 and that part of R. 64,236-7 from Sale and Lease for Future Public Requirements, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the easternmost south-eastern boundary of the said portion 419 at a point distant 2 chains 23.8 links south-westerly from the easternmost corner of that portion, and bears generally northerly through a point on the north-western boundary of the said portion 451 distant 2 chains 13 links north-easterly from the westernmost corner of that portion, and said to be in the possession of B. R. Edwards and others.

Also, all that piece or parcel of Crown land situate as aforesaid, extending from the northern boundary of portion 446 generally northerly to the generally southern boundary of portion 419 and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the said northern boundary of portion 446 at a point distant 14 chains 70 links easterly from the north-western corner of that portion and bears generally northerly through a point on the easternmost south-eastern boundary of portion 419 distant 2 chains 23.8 links south-westerly from the easternmost corner of that portion.

Also, all that piece or parcel of land situate as aforesaid, being that part of portions 314, 315, 316 and 446 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of portion 315 at a point distant 6 chains 2 links westerly from the south-eastern corner of that portion and bears westerly through a point on the northern boundary of the said portion 446 distant 14 chains 70 links easterly from the north-western corner of that portion, and said to be in the possession of H. J. Cotton and others.

Also, all that piece or parcel of land situate as aforesaid, being that part of lots 359 and 365, deposited plan 8,754, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-western boundary of the said lot 365 at a point distant 265 feet 4 inches south-easterly from the north-western corner of that lot, and bears north-easterly through a point on the north-eastern boundary of the said lot 359 distant 476 feet 7 inches south-easterly from the north-eastern corner of that lot, and said to be in the possession of N. Schofield and K. J. Albrecht.

Also, all that piece or parcel of land situate as aforesaid, being that part of lots 362 and 363, deposited plan 8,754, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern side of Anzac-road at a point distant 656 feet 3 inches south-easterly from the north-western corner of the said lot 363, and bears north-easterly through a point on the north-eastern boundary of the said lot 362 distant 265 feet 4 inches south-easterly from the north-eastern corner of that lot, and said to be in the possession of H. M. Mayman and M. V. Willis.

Also, all that piece or parcel of land situate as aforesaid, being that part of lot 350, deposited plan 8,754, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-western side of Anzac-road at a point distant 334 feet 8 inches south-easterly from the north-eastern corner of the said lot 350, and bears south-westerly through a point on the western boundary of that lot distant 512 feet 11 inches southerly from the north-western corner of that lot, and said to be in the possession of H. H. and J. D. Davis (Joint Tenants).

Also, all that piece or parcel of land situate as aforesaid, being that part of lots 15, 16, 17, 21, 23, 24 and 25, deposited plan 8,364, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said lot 16 at a point distant 17 feet 11 inches easterly from the south-western corner of that lot and bears north-easterly through a point on the eastern boundary of the said lot 21 distant 548 feet 1 inch northerly from the south-eastern corner of that lot, and said to be in the possession of A. L. Seckold and others.

Also, all that piece or parcel of land situate as aforesaid, being that part of lots 328 and 348, deposited plan 8,754, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern side of David-road at a point distant 262 feet 8 inches south-easterly from the south-western corner of the said lot 330 and bears north-easterly through a point on the northern boundary of the said lot 349, distant 461 feet 13 inches easterly from the north-western corner of that lot, and said to be in the possession of J. S. Gross and others.

Also, all that piece or parcel of land situate as aforesaid, being that part of portions 226, 334 and 335, deposited plan 8,754, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern side of Allies-road at a point distant 226 feet 11 inches easterly from south-western corner of the said lot 336 and bears north-easterly through a point on the generally southern side of David-road, distant 130 feet 4 inches south-easterly from the north-western corner of the said lot 335, and said to be in the possession of L. G. Taff and others.

Also, all that piece or parcel of land situate as aforesaid, being that part of lots 318, 319, 320, 321, 322 and 323, deposited plan 8,754, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said lot 318 at a point distant 646 feet 4 inches easterly from the south-western corner of that lot, and bears north-easterly through a point on the southern side of Allies road, distant 10 feet 84 inches easterly from the north-western corner of the said lot 323, and said to be in the possession of W. A. Gardner and others.

Also, all that piece or parcel of land situate as aforesaid, being that part of lot 295, deposited plan 5,755, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern side of Old Illawarra road at a point distant 42 feet 81 inches south-easterly from the westernmost corner of the said lot 293 and bears north-easterly through a point on the south-eastern side of Tiro road, distant 82 feet 11 inches north-easterly from the said westernmost corner of that lot, and said to be in the possession of N. Z. Riley and others.

Also, all that piece or parcel of land situate as aforesaid, being that part of lots 303A, 304, 304A, 304B, 304C and 305, deposited plan 17,007, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-western side of Old Illawarra road at a point bearing 152 degrees 57 minutes and distant 1 foot 2 inches from the northernmost corner of the said lot 304A, and thence bears 216 degrees 54 minutes through a point on the left bank of Woronora River, and said to be in the possession of Lake Lands Ltd.

Also, all that piece or parcel of Crown land situate in the Shire of Sutherland, parish of Heathcote and county of Cumberland, extending from the eastern side of the designed road 1 chain wide along part of the eastern boundary of measured portion 679 and a north-western side of the road catalogued K. 23,059-1,603 north-easterly to the right bank of the Woronora River and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the said eastern side of the designed road 1 chain wide along part of the eastern boundary of measured portion 679 at a point bearing 360 degrees and distant 69.4 links from the intersection of that side of that road with the said north-western side of the road catalogued K. 23,059-1,603, and thence bears 37 degrees 5 minutes through a point on the right bank of Woronora River.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 678 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-eastern boundary of the said portion 678 at a point distant 1 chain 88.5 links north-easterly from the south-western corner of that portion, and bears generally northerly through a point on the north-western boundary of that portion distant 6 chains 97.6 links south-westerly from the north-eastern corner of that portion, and said to be in the possession of F. T. Poole.

Also, all that piece or parcel of Crown land situate as last aforesaid, extending from the north-western boundary of portion 678 north-easterly to the south-eastern boundary of the land shown in plan catalogued Misc. 10,898 Sy., lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-western boundary of the said portion 678 at a point distant 5 chains 97.9 links south-westerly from the north-eastern corner of that portion and bears north-easterly through a point on the said south-eastern boundary of the land shown in plan catalogued Misc. 10,898 Sy., distant 1 chain 80 links south-westerly from the south-eastern corner of that land.

Also, all that piece or parcel of land situate as last aforesaid, being that part of the land shown in plan catalogued Misc. 10,898 Sy., lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-eastern boundary of that land at a point distant 1 chain 80 links south-westerly from the south-eastern corner of that land and bears north-easterly through a point on the north-western boundary of that land distant 53.8 links south-westerly from the north-eastern corner of that land, and said to be in the possession of Metropolitan Water Sewerage and Drainage Board.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 752, 763 and 762 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southernmost south-western boundary of the said portion 769 at a point distant 76.6 links south-easterly from the westernmost south-western corner of that portion and bears north-westerly through a point on the north-western boundary of the said portion 767, distant 1 chain 54.3 links north-easterly from the north-western corner of that portion, and said to be in the possession of R. F. Young and others.

Also, all that piece or parcel of Crown land situate as last aforesaid, extending from the north-western boundary of portion 685 north-westerly to the south-western boundary of portion

769 and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the said north-western boundary of portion 685 at a point distant 6 chains 54.6 links south-westerly from the north-eastern corner of that portion and bears north-westerly through a point on the said south-western boundary of portion 769 distant 3 chains 61.7 links north-westerly from the southernmost corner of that portion, but excluding thereout portion 73.

Also, all that piece or parcel of land situate as last aforesaid, being part of portions 771, 772, 773 and 774:

Commencing at the south-western corner of the said portion 774; and bounded thence generally on the south-west by the south-western boundaries of that portion and portions 773 and 772 aforesaid and the generally south-western boundary of portion 771, being lines successively bearing 346 degrees 18 minutes 2 chains 50 links, 840 degrees 36 minutes 3 chains 79.8 links, 328 degrees 12 minutes 4 chains 54.3 links, 232 degrees 46 minutes 1 chain 86 links, 338 degrees 16 minutes 4 chains 38.6 links, 332 degrees 12 minutes 4 chains 58 links and 22 minutes 4 chains 33.7 links to the north-western corner of the said portion 771; on the north-west by part of the north-western boundary of that portion bearing 78 degrees 36 minutes 165 d. links; on the north-east by lines successively bearing 265 d. links, 44 minutes 4 chains 53.56 links and 156 degrees 27 minutes 40 seconds 21 chains 4.1 links to the south-eastern boundary of the said portion 774; and on the south-east by part of that boundary bearing 253 degrees 36 minutes 98.9 links to the point of commencement, and said to be in the possession of T. F. Egan and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 685 and adjoining Crown lands extending from the north-western boundary of portions 695 and 682 generally north-westerly to the generally south-western boundary of the said portion 685 and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-western boundary of the said portion 695 at a point distant 3 chains 93 links south-westerly from the northernmost corner of that portion and bears generally north-westerly through a point on the north-western boundary of the said portion 685, distant 6 chains 54.5 links south-westerly from the north-eastern corner of that portion, and said to be in the possession of W. C. Mead and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 882 and 696 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-western boundary of the said portion 696 at a point distant 3 chains 93 links south-westerly from its northernmost corner and bears 170 degrees 11 minutes through a point on the generally northern side of Fairview street, and said to be in the possession of W. C. Mead.

Also, all that piece or parcel of Crown land situate as last aforesaid, being that part of measured portion 908 and adjoining Crown lands extending from the northern boundary of portion 699 and its easterly prolongation to the north-western corner of portion 66 and the western boundary of portion 67 and its southerly prolongation to the said north-western corner of portion 66 northerly to the generally northern side of Fairview street and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the said easterly prolongation of the northern boundary of portion 699 at a point distant 58 links westerly from the said north-western corner of portion 66 and bears northerly through a point on the said generally southern side of Fairview street, distant 3 chains 5 links south-easterly from the north-western corner of the said portion 908.

Also, all that piece or parcel of land situate as last aforesaid, being part of portion 67:

Commencing on the northern side of Oliver road at the south-western corner of the said portion 67; and bounded thence on the west by part of the western boundary of that portion bearing 359 degrees 20 minutes 6 chains 64.8 links; on the north-east by a line bearing 175 degrees 13 minutes 6 chains 66.6 links to the said northern side of Oliver road; and on the south by that side of that road bearing 269 degrees 20 minutes 47.9 links to the point of commencement, and said to be in the possession of V. E. Cole.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 66 and 699 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 699 at a point distant 17 chains 65.3 links westerly from the southernmost south-eastern corner of that portion, and bears generally northerly through a point on the western boundary of the said portion 66, distant 2 chains 78 links northerly from the south-western corner of that portion, and said to be in the possession of the Boy Scouts Association (N.S.W.) and the Crown.

Also, all that piece or parcel of Crown land situate as last aforesaid, extending from the northern side of Jennings road north-easterly to the southern boundary of portion 699 and

lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the said northern side of Jennings-road at a point distant 3 chains 69 links easterly from the north-eastern corner of portion 39 and bears north-easterly through a point on the said southern boundary of portion 689, distant 17 chains 65.3 links westerly from the southernmost south-eastern corner of that portion.

Also, all that piece or parcel of Crown land situate as last aforesaid, being that part of measured portions 140 and 141 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern side of Barton-road at a point distant 4 chains 38 links north-westerly from the southernmost corner of the said portion 141 and bears north-easterly through a point on the southern side of Jennings-road, distant 2 chains 45 links easterly from the north-western corner of the said portion 140.

Also, all that piece or parcel of land situate as last aforesaid, being part of portion 650.

Commencing at the north-western corner of the said portion 650; and bounded thence on the north by part of the northern boundary of that portion bearing 83 degrees 43 minutes 41.7 links; on the north-east by a line bearing 106 degrees 51 minutes 20 seconds 55 chains 0.55 link to the south-eastern boundary of that portion; on the south-east by part of that boundary bearing 256 degrees 39 minutes 37.4 links to the south-western corner of that portion; and on the south-west by the south-western boundary of that lot being lines successively bearing 344 degrees 54 minutes 21 chains 43.6 links and 353 degrees 55 minutes 3 chains 61.5 links to the points of commencement,—and said to be in the possession of the Sutherland Shire Council.

Also, all that piece or parcel of land situate as last aforesaid, being part of portions 707, 708, 710 and 770.

Commencing at the south-western corner of the said portion 707; and bounded thence on the south-west by the south-western boundary of the said portions 707, 708, 710 and 770 being lines successively bearing 344 degrees 23 minutes 40 seconds 8 chains 0.8 link and 344 degrees 23 minutes 1 chain 71.3 links on the north-west by part of the north-western boundary of the said portion 770 bearing 76 degrees 28 minutes 40 seconds 87.4 links; on the north-east by a line bearing 165 degrees 50 minutes 9 chains 71.45 links to the westernmost south-eastern boundary of the said portion 707; and on the south-east by part of that boundary bearing 256 degrees 38 minutes 40 seconds 12.7 links to the point of commencement,—and said to be in the possession of L. M. Farrow and others.

Also, all that piece or parcel of land situate as last aforesaid, being part of lots C and D, plan annexed to dealing P. 495,885.

Commencing at the north-western corner of the said lot D; and bounded thence on the north-west by part of the north-western boundary of that lot bearing 74 degrees 18 minutes 16 seconds 33 feet 4 inches; on the north-east by a line bearing 165 degrees 51 minutes 10 seconds 85 feet 24 inches to the south-western boundary of the said lot C; and on the south-west by part of that boundary and the south-western boundary of the said lot D in all bearing 330 degrees 38 minutes 20 seconds 87 feet 84 inches to the point of commencement,—and said to be in the possession of R. H. and M. M. Smith (Joint Tenants).

Also, all that piece or parcel of land situate in the City of Greater Wollongong, parish of Heathcote and county of Cumberland, being that part of portion 702 lying between the south-eastern boundary of the site of the easement reserved for Sydney 66 kV. transmission line and twenty-thirdly described in Government Gazette of 25th February, 1944, and a line parallel to and 75 feet rectangularly distant south-easterly from the centre line of the transmission line which intersects the southern boundary of the said portion 702 at a point distant 3 chains 25 links westerly from the south-eastern corner of that portion and bears north-easterly through a point on the easternmost eastern boundary of portion 702 aforesaid, distant 16 chains 8 links northerly from the said south-eastern corner of that portion,—and said to be in the possession of Boy Scouts' Association (N.S.W. Branch) and the Crown.

Also, all that piece or parcel of Crown land situate in the City of Greater Wollongong, parishes of Heathcote and Southend and county of Cumberland, being that part of portion 743, parish of Heathcote, that part of portion 129, parish of Southend, and adjoining Crown lands extending from the northern boundary of portion 99, parish of Southend, north-westerly to the northern boundary of the said portion 743 and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the said northern boundary of portion 99 at a point distant 27 chains 26 links westerly from the north-eastern corner of that portion and bears north-easterly through a point on the said northern boundary of portion 743, distant 1 chain 58 links easterly from the north-western corner of that portion, but excluding thereout the site of Prince's State Highway.

Also, all that piece or parcel of land situate in the City of Greater Wollongong, parish of Southend and county of Cumberland, being that part of portions 94 to 98, inclusive, 130 and 172, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 172 at a point distant 2 chains 85 links westerly from the north-eastern corner of portion 126, and bears generally northerly through a point on the northern boundary of the said portion 99, distant 1 chain 14 links westerly from the north-eastern corner of that portion, but excluding thereout the site of reserved road 1 chain wide within the said portion 172,—and said to be in the possession of The Coal Cliff Collieries Ltd. and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 35, 40, 41, 42, 50, 51, 52, 53, 54, 55, 100, 125, 173 and 176, and adjoining Crown lands lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of portion 28 at a point distant 7 chains 87 links westerly from the north-eastern corner of that portion and bears generally north-easterly through a point on the northern boundary of the said portion 126, distant 2 chains 85 links westerly from the north-eastern corner of that portion,—and said to be in the possession of R. G. Preston and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 13, 14, 33 and 39 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the easternmost southern boundary of the said portion 39 at a point distant 24 chains 37 links easterly from the north-western corner of portion 25, parish of Wollongong and county of Camden, and bears north-easterly through a point on the northern boundary of the said portion 38, distant 7 chains 87 links westerly from the north-eastern corner of that portion, but excluding thereout the site of the road catalogued R. 6,200-1,003, and the site of the reserved road 1 chain wide within portion 39,—and said to be in the possession of J. Cadden and others.

Also, all that piece or parcel of land situate in the City of Greater Wollongong, parish of Wollongong and county of Camden, being that part of the 336 acres 1 rood 18 perches parcel of land comprised in Real Property Application 10975, that part of portion 129, that part of portion 27 described in deed registered book T.768 No. 282, and adjoining Crown lands lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northernmost northern boundary of the said 1,275 acres 3 roods parcel of land comprised in the said Real Property Application 10975 at a point distant 23 chains 94 links easterly from the northernmost north-western corner of the said 1,275 acres 3 roods parcel of land, and bears generally north-easterly through a point on the northernmost northern boundary of the said 326 links easterly from the northernmost north-western corner of that land, but excluding thereout the site of the road catalogued R. 23,785-1,003,—and said to be in the possession of Perpetual Trustee Company and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of the 1,275 acres 3 roods parcel of land comprised in Real Property Application 10975, and that part of portion 24 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 34 at a point distant 30 chains 45 links westerly from the south-eastern corner of that portion and bears generally north-easterly through a point on the northernmost northern boundary of the said 1,275 acres 3 roods parcel of land, distant 23 chains 94 links easterly from the northernmost north-western corner of the said 1,275 acres 3 roods parcel of land, but excluding thereout the site of the reserved roads 50 links wide within the said portion 34, and the sites of the reserved roads 1 chain wide within portion 80,—and said to be in the possession of The Bumbul Coal Company Ltd.

Also, all that piece or parcel of land situate as last aforesaid, being that part of the land comprised in Real Property Applications 12221 and 27124 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the westernmost south-western boundary of the said land, comprised 43 chains 71 links south-easterly from the westernmost corner of that land and bears north-easterly through a point on the northern boundary of the said land comprised in Real Property Application 12221, distant 10 chains 45 links westerly from the north-eastern corner of that land, but excluding thereout the site of the road shown on plan catalogued R. 23,785-1,003 and the site of the reserved road 50 links wide within portion 35,—and said to be in the possession of The Corriambi Balmorne Collieries Ltd. and G. S. Tuill Co. Ltd.

Also, all that piece or parcel of land situate in the City of Greater Wollongong, parishes of Corderox, Kembla and Wollongong and county of Camden, being that part of portions

This is the copy Gazette Notification referred to

Witness

*[Handwritten signatures and stamps]*

G 858189

No. \_\_\_\_\_

LODGED by

State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

NOTICE OF RESUMPTION

*of an easement*

*Schedule referred to*

Vol	Fol	Vol	Fol	Vol	Fol	Vol	Fol
181	249	1205	3	5502	1216	7115	115
775	123	1250	1241	5511	1123	7116	116
777	223	1251	1242	5517	113	7118	118
805	164	1252	1243	5518	114	7119	119
	165	1253	1244	5519	115		
809	35	1254	1245	5520	116		
913	114	1255	1246	5521	117		
914	218	1256	1247	5522	118		
1021	33	1257	1248	5523	119		
117	130	1258	1249	5524	120		
201	221	1259	1250	5525	121		
274	71	1260	1251	5526	122		
282	154	1261	1252	5527	123		
283	150	1262	1253	5528	124		
284	151	1263	1254	5529	125		
285	152	1264	1255	5530	126		
286	153	1265	1256	5531	127		
287	154	1266	1257	5532	128		
288	155	1267	1258	5533	129		
289	156	1268	1259	5534	130		
290	157	1269	1260	5535	131		
291	158	1270	1261	5536	132		
292	159	1271	1262	5537	133		
293	160	1272	1263	5538	134		
294	161	1273	1264	5539	135		
295	162	1274	1265	5540	136		
296	163	1275	1266	5541	137		
297	164	1276	1267	5542	138		
298	165	1277	1268	5543	139		
299	166	1278	1269	5544	140		
300	167	1279	1270	5545	141		
301	168	1280	1271	5546	142		
302	169	1281	1272	5547	143		
303	170	1282	1273	5548	144		
304	171	1283	1274	5549	145		
305	172	1284	1275	5550	146		
306	173	1285	1276	5551	147		
307	174	1286	1277	5552	148		
308	175	1287	1278	5553	149		
309	176	1288	1279	5554	150		
310	177	1289	1280	5555	151		
311	178	1290	1281	5556	152		
312	179	1291	1282	5557	153		
313	180	1292	1283	5558	154		
314	181	1293	1284	5559	155		
315	182	1294	1285	5560	156		
316	183	1295	1286	5561	157		
317	184	1296	1287	5562	158		
318	185	1297	1288	5563	159		
319	186	1298	1289	5564	160		
320	187	1299	1290	5565	161		
321	188	1300	1291	5566	162		
322	189	1301	1292	5567	163		
323	190	1302	1293	5568	164		
324	191	1303	1294	5569	165		
325	192	1304	1295	5570	166		
326	193	1305	1296	5571	167		
327	194	1306	1297	5572	168		
328	195	1307	1298	5573	169		
329	196	1308	1299	5574	170		
330	197	1309	1300	5575	171		
331	198	1310	1301	5576	172		
332	199	1311	1302	5577	173		
333	200	1312	1303	5578	174		
334	201	1313	1304	5579	175		
335	202	1314	1305	5580	176		
336	203	1315	1306	5581	177		
337	204	1316	1307	5582	178		
338	205	1317	1308	5583	179		
339	206	1318	1309	5584	180		
340	207	1319	1310	5585	181		
341	208	1320	1311	5586	182		
342	209	1321	1312	5587	183		
343	210	1322	1313	5588	184		
344	211	1323	1314	5589	185		
345	212	1324	1315	5590	186		
346	213	1325	1316	5591	187		
347	214	1326	1317	5592	188		
348	215	1327	1318	5593	189		
349	216	1328	1319	5594	190		
350	217	1329	1320	5595	191		
351	218	1330	1321	5596	192		
352	219	1331	1322	5597	193		
353	220	1332	1323	5598	194		
354	221	1333	1324	5599	195		
355	222	1334	1325	5600	196		
356	223	1335	1326	5601	197		
357	224	1336	1327	5602	198		
358	225	1337	1328	5603	199		
359	226	1338	1329	5604	200		
360	227	1339	1330	5605	201		
361	228	1340	1331	5606	202		
362	229	1341	1332	5607	203		
363	230	1342	1333	5608	204		
364	231	1343	1334	5609	205		
365	232	1344	1335	5610	206		
366	233	1345	1336	5611	207		
367	234	1346	1337	5612	208		
368	235	1347	1338	5613	209		
369	236	1348	1339	5614	210		
370	237	1349	1340	5615	211		
371	238	1350	1341	5616	212		
372	239	1351	1342	5617	213		
373	240	1352	1343	5618	214		
374	241	1353	1344	5619	215		
375	242	1354	1345	5620	216		
376	243	1355	1346	5621	217		
377	244	1356	1347	5622	218		
378	245	1357	1348	5623	219		
379	246	1358	1349	5624	220		
380	247	1359	1350	5625	221		
381	248	1360	1351	5626	222		
382	249	1361	1352	5627	223		
383	250	1362	1353	5628	224		
384	251	1363	1354	5629	225		
385	252	1364	1355	5630	226		
386	253	1365	1356	5631	227		
387	254	1366	1357	5632	228		
388	255	1367	1358	5633	229		
389	256	1368	1359	5634	230		
390	257	1369	1360	5635	231		
391	258	1370	1361	5636	232		
392	259	1371	1362	5637	233		
393	260	1372	1363	5638	234		
394	261	1373	1364	5639	235		
395	262	1374	1365	5640	236		
396	263	1375	1366	5641	237		
397	264	1376	1367	5642	238		
398	265	1377	1368	5643	239		
399	266	1378	1369	5644	240		
400	267	1379	1370	5645	241		
401	268	1380	1371	5646	242		
402	269	1381	1372	5647	243		
403	270	1382	1373	5648	244		
404	271	1383	1374	5649	245		
405	272	1384	1375	5650	246		
406	273	1385	1376	5651	247		
407	274	1386	1377	5652	248		
408	275	1387	1378	5653	249		
409	276	1388	1379	5654	250		
410	277	1389	1380	5655	251		
411	278	1390	1381	5656	252		
412	279	1391	1382	5657	253		
413	280	1392	1383	5658	254		
414	281	1393	1384	5659	255		
415	282	1394	1385	5660	256		
416	283	1395	1386	5661	257		
417	284	1396	1387	5662	258		
418	285	1397	1388	5663	259		
419	286	1398	1389	5664	260		
420	287	1399	1390	5665	261		
421	288	1400	1391	5666	262		
422	289	1401	1392	5667	263		
423	290	1402	1393	5668	264		
424	291	1403	1394	5669	265		
425	292	1404	1395	5670	266		
426	293	1405	1396	5671	267		
427	294	1406	1397	5672	268		
428	295	1407	1398	5673	269		
429	296	1408	1399	5674	270		
430	297	1409	1400	5675	271		
431	298	1410	1401	5676	272		
432	299	1411	1402	5677	273		
433	300	1412	1403	5678	274		
434	301	1413	1404	5679	275		
435	302	1414	1405	5680	276		
436	303	1415	1406	5681	277		
437	304	1416	1407	5682	278		
438	305	1417	1408	5683	279		
439	306	1418	1409	5684	280		
440	307	1419	1410	5685	281		
441	308	1420	1411	5686	282		
442	309	1421	1412	5687	283		
443	310	1422	1413	5688	284		
444	311	1423	1414	5689	285		
445	312	1424	1415	5690	286		
446	313	1425	1416	5691	287		
447	314	1426	1417	5692	288		
448	315	1427	1418	5693	289		
449	316	1428	1419	5694	290		
450	317	1429	1420	5695	291		
451	318	1430	1421	5696	292		
452	319	1431	1422	5697	293		
453	320	1432	1423	5698	294		
454	321	1433	1424	5699	295		
455	322	1434	1425	5700	296		
456	323	1435	1426	5701	297		
457	324	1436	1427	5702	298		
458	325	1437	1428	5703	299		
459	326	1438	1429	5704	300		
460	327	1439	1430	5705	301		
461	328	1440	1431	5706	302		
462	329	1441	1432	5707	303		
463	330</						

RP 44



27 JUN 1994 10 06

T598543

# RESUMPTION APPLICATION

SECTION 31A (3), REAL PROPERTY ACT, 1900  
(See Instructions for Completion on back of form)

RA

1/1	1 of 1	✓
\$	30	

DESCRIPTION  
OF LAND  
Note (a)

Torrens Title Reference	If part only, delete Whole and give details	Location
Vol. 2969 Fol. 37	PART <del>WHOLE</del> Proposed Easement for Watermain 7.3 metres wide shown on D.P. 586576	Co. Cumberland Ph. Holdsworthy
THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD		OFFICE USE ONLY OVER

APPLICANT  
Note (b)

Note (c)

Note (d)

Note (e)

(the abovenamed Applicant) in consequence of the resumption notified in Government Gazette dated 29th September 1978, page no. 4137, a true copy whereof appears hereunder, hereby applies to the Registrar General (I) to make all such recordings in the Register as may be necessary to give effect to the resumption so far as it relates to the above described easement.

COPY OF GAZETTE NOTIFICATION

SEE ANNEXURE "A"

DATE 3rd June 1983

EXECUTION  
Note (f)

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.

Signed and sealed by the authorised officer of the Applicant

SIGNED for and on behalf of THE  
METROPOLITAN WATER SEWERAGE AND  
DRAINAGE BOARD by

BRIAN GUY FINLAYSON TAYLOR its  
duly constituted Attorney who is

personally known to me:

Name of Witness (BLOCK LETTERS)  
Address and occupation of Witness  
Deputy Solicitor for the Board

Deputy Solicitor for the Board  
Signature of authorised officer

TO BE COMPLETED  
BY LODGING PARTY  
Notes (g)  
and (h)

LODGED BY		LOCATION OF DOCUMENTS	
R. GUTHRIE, Solicitor for the Board, 115-123 Bathurst Street, Sydney		CT	OTHER
Tel 266 0266 Ext 5401 123/73868 SC:RS			
Delivery Box Number 889T		Horewith, . In R.G.O. with ..... Produced by .....	
Checked EPH	Passed EPH 11/7	REGISTERED 15-7 -19 83	
Signed	Extra Fee	Cert. of Title	

OFFICE USE ONLY

Registrar General

RP 44

### INSTRUCTIONS FOR COMPLETION

This dealing should be lodged by hand at the Registrar General's Office.  
Use this form where the land resumed is under the provisions of the Real Property Act, 1900.  
Typewriting and handwriting should be clear, legible and in permanent non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the applicant.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each identified as an annexure and signed by the applicant and the attesting witness.

The following instructions relate to the side notes on the form.

(a) Description of land.

- (i) **TORRENS TITLE REFERENCE.**—For a manual folio insert the Volume and Folio (e.g., Vol. 8514 Fol. 126). For a computer folio insert the folio identifier (e.g., 12/701924). Title value should be listed in numerical sequence.  
(ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is the subject of the application, delete the word "Whole" and insert the lot and plan number, portion, &c.  
(iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Ross.

(b) State the name of Authority in which the land is vested.

(c) Show date and folio number of the Gazette notification.

(d) Delete this clause if the issue of a new certificate of title is not required.

(e) Insert a copy of the Gazette Notification. If the space provided is insufficient for this purpose, use an annexure sheet (identified as such) of the same size and quality of paper as this form.

(f) Execution.

The certificate of correctness under the Real Property Act, 1900 must be signed by an authorized officer of the applicant who should execute the dealing in the presence of an adult witness to whom he/she is personally known.  
Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

(g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(h) If any document is lodged with this application, record in DOCUMENTS LODGED panel.

#### OFFICE USE ONLY

#### FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME

#### SECOND SCHEDULE AND OTHER DIRECTIONS

(D) FOLIO IDENTIFIER	(E) DIRECTION	(F) NOTN TYPE	(G) DEALING NUMBER	(H) DETAILS
				<i>Easement for watermain affecting the land shown so burdened in the plan herein.</i>

\$70 - 0.

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN RESUMPTION APPLICATION  
BY THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
AND DATED 3rd DAY OF June 1983

R. Taylor.



[Published in Government Gazette No. 122 of 29th  
September, 1978.]

METROPOLITAN WATER, SEWERAGE, AND  
DRAINAGE ACT, 1924  
ACQUISITION OF AN EASEMENT FOR WATER SUPPLY PURPOSES  
AT LUCAS HEIGHTS

APPLICATION by the Metropolitan Water Sewerage and Drainage Board having been made that an easement or right to use in any manner for the construction and maintenance of works the surface of the land and the subsoil or under-surface of the land and without limiting the generality of the foregoing purpose to use the surface and any of the strata beneath the surface of the land described in the Schedule hereto for tunnels or pipes for the conveyance of water be appropriated or resumed, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, and by the Minister for Public Works and Ports, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, for the purpose aforesaid; and it is hereby further notified that the said easement or right is vested in the Metropolitan Water Sewerage and Drainage Board.

Dated at Sydney, this twenty-seventh day of September, 1978.

A. R. CUTLER, Governor.  
By His Excellency's Command,

L. J. FERGUSON,  
Deputy Premier and Minister for Public Works and Ports.

SCHEDULE

All that piece or parcel of land containing 686.2 square metres or thereabouts in the Shire of Sutherland, Parish of Holsworthy, County of Cumberland and State of New South Wales, being part of lot 320 in Deposited Plan Number 8754 and being part of the Proposed Easement for Watermain 7.3 wide in Deposited Plan Number 586576.

The above parcel of land is said to be in the possession of Mr T. L. and Mrs M. O'Connor and is as shown edged red on plan catalogue number 1092709 in the Metropolitan Water, Sewerage and Drainage Board, Sydney. (123-73868) (7298)

THIS IS THE COPY OF GAZETTE NOTIFICATION  
REFERRED TO IN THE ANNEXED APPLICATION

WITNESS -

Shirley Sclater Sydney





## Applicant:

Infotrack  
Gpo Box 4029  
SYDNEY NSW 2000

## Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:24/3419	Delivery option:	
Certificate date:	20/05/2024	Your reference:	230337

## Property:

Lot 7 DP 1044973  
27 Throsby Close BARDEN RIDGE NSW 2234

## Zone:

- \* Sutherland Shire Local Environmental Plan 2015  
Zone C4 Environmental Living

### Notes:

- (a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

### Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

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**INFORMATION PURSUANT TO SECTION 10.7(2),  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

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**1. Names of relevant instruments and DCPs**

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

**Environmental Planning Instruments**

- \* Sutherland Shire Local Environmental Plan 2015
- \* SEPP (Exempt and Complying Development Codes) 2008
- \* SEPP (Housing) 2021
- \* SEPP (Biodiversity and Conservation) 2021
- \* SEPP (Industry and Employment) 2021
- \* SEPP (Planning Systems) 2021
- \* SEPP (Primary Production) 2021
- \* SEPP (Resources and Energy) 2021
- \* SEPP (Resilience and Hazards) 2021
- \* SEPP (Transport and Infrastructure) 2021
- \* SEPP (Sustainable Buildings) 2022

**Development Control Plans**

Sutherland Shire Development Control Plan 2015

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

**Draft Environmental Planning Instruments**

The following Draft State Environmental Planning Policies

(SEPP) apply: Amendments to SEPP (Transport and Infrastructure) 2021 (formerly SEPP (Infrastructure) 2007), SEPP (Housing) 2021, SEPP (Exempt and Complying Development Codes) 2008, and SEPP (Planning Systems) 2021.

### **Draft Development Control Plans**

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—:
- a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
  - b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—

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

## **2. Zoning and land use under relevant LEPs**

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)”,
- (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,

### **Sutherland Shire Local Environmental Plan 2015 Zone C4 Environmental Living**

- (i) Permitted without consent:

Home occupations

- (ii) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Dwelling houses; Environmental protection works; Flood mitigation works; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Tank-based aquaculture

- (iii) Prohibited:

Industries; Service stations; Warehouse or distribution centres;

Any other development not specified in item (i) or (ii).

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

No Additional Permitted Uses apply to this land.

- (d) Do development standards apply 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?

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (e) Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No

- (f) Is the land in a conservation area, however described?

No

- (g) Is an item of environmental heritage situated on the land, however described?

There is no item of environmental heritage situated on the property.

### **3. Contribution Plans**

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

- \* The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

State Housing and Productivity Contribution applies to this property (Effective 01/10/23).

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No areas within Sutherland Shire are currently part of a special contributions area.

#### **4. Complying Development**

- (1) The extent to which 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.

##### **Housing Code**

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

##### **Housing Alterations Code**

Complying development may be carried out on the land under the Housing Alterations Code.

The code is varied under Clause 1.12 of *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.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes)*



2008.

### **Industrial and Business Buildings Code**

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

### **Container Recycling Facilities Code**

Complying development may be carried out on the land under the Container Recycling Facilities Code.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### **Subdivisions Code**

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### **Rural Housing Code**

Complying development may be carried out on the land under the Rural Housing Code.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

**Low Rise Housing Diversity Code**

Complying development may be carried out on the land under the Low Rise Housing Diversity Code.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

**Green Field Housing Code**

Complying development under the Greenfield Housing Code may be carried out on the land.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

**General Development Code**

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

The code is varied under Clause 1.12 of *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.

The code is varied under Clause 1.12 of *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.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

### **Inland Code**

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

### **Agritourism and Farm Stay Accommodation Code**

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(Note: this code applies only to land within the following zones RU1, RU2, or RU4. Check the zoning on the front of this certificate.)

## 5. Exempt Development

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

### **General Exempt Development Code**

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### **Advertising and Signage Exempt Development Code**

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### **Temporary Uses and Structures Exempt Development Code**

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## 6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or  
No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or  
No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.  
No

(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.

## 7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

## 8. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

## 9. Flood related development controls information

- (1) Is the land or part of the land within the flood planning area and subject to flood related development controls?

No

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

No

- (3) In this clause—

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

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

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

## 10. Council and other public authority policies on hazard risk restrictions

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

No

(2) In this section—

**adopted policy** means a policy adopted—

(a) by the council, or

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

## 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.

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the Environmental Planning and Assessment Act 1979.

## 12. Loose-fill asbestos insulation

Does the land include 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?

No

### 13. Mine Subsidence

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

No

### 14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

(a) applies to the land?, or

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

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

(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

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

### 16. Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No

**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.

### 17. Biodiversity Certified Land



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

No

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

## 18. Orders Under Trees (Disputes Between Neighbours) Act 2006

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

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, has 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?

*The Coastal Management Act 2016* does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

(2) In this section—

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

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.

## 20. Western Sydney Aerotropolis

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

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

No

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

No

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

No

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

No

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

No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

## 21. Development Consent Conditions for Seniors Housing

If *State Environmental Planning Policy (Housing) 2021*, chapter 3, part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of a kind set out in clause 88 (2) of that Policy?

No



## **22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing**

(1) Is 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.

None found.

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

None found.

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

None found.

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

## Any Other Prescribed Matter

### Contaminated Land Management Act 1997

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

- (a) Is the land significantly contaminated land within the meaning of that Act?  
No
- (b) Is the land subject to a management order within the meaning of that Act?  
No
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?  
No
- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?  
No
- (e) Is the land subject of a site audit statement within the meaning of that Act?  
No

### 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.

No

**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.

### **Additional Information**

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

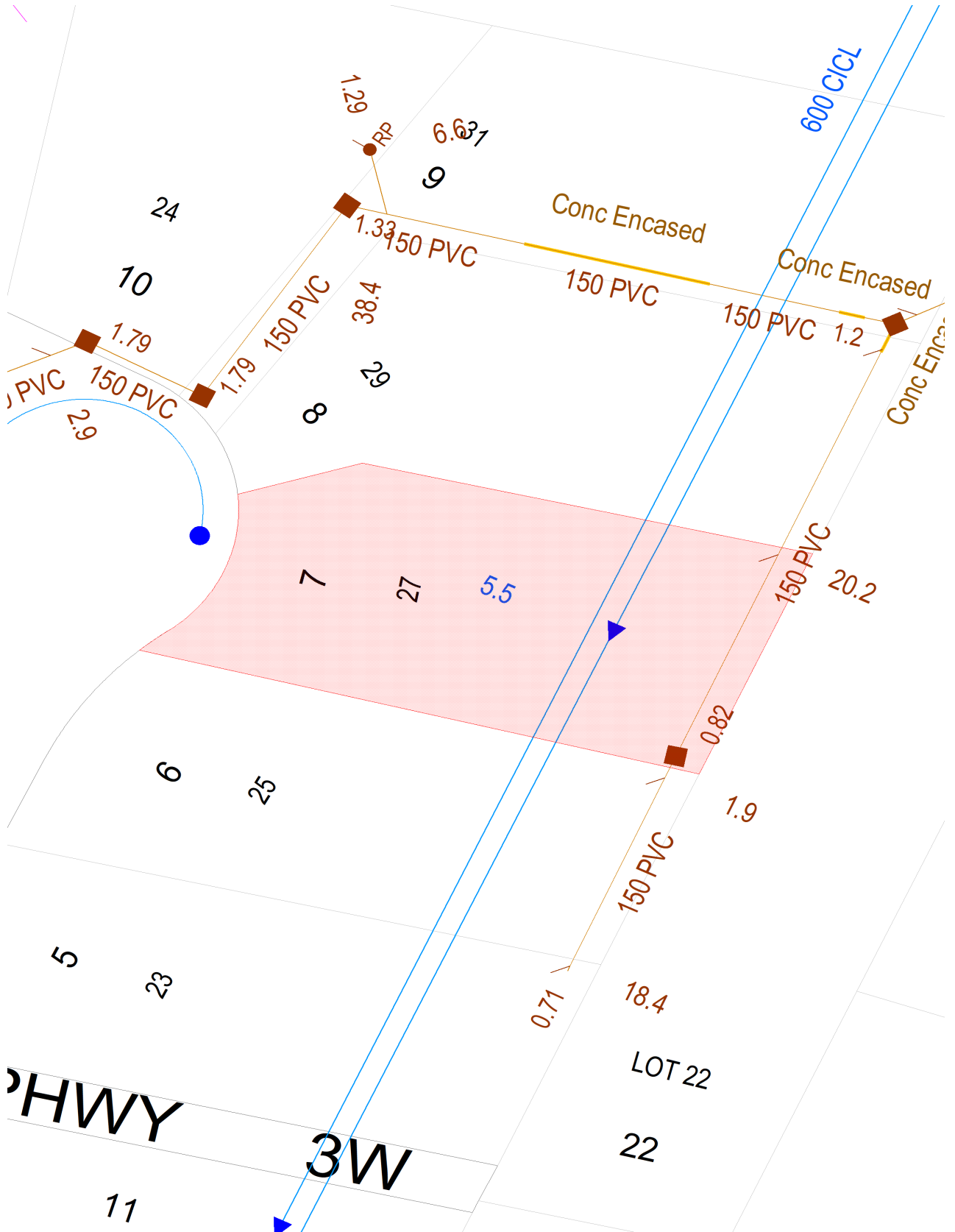
Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon  
Manager Strategic Planning

# Service Location Print

Application Number: 8003402506



Document generated at 20-05-2024 11:30:32 AM

## Disclaimer

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

# Asset Information

## Legend

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

### Disclaimer

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8003402548

## SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **SUTHERLAND**

SUBURB OF **BARDEN RIDGE**

Copy of Diagram no. **3085119**

SYMBOLS AND ABBREVIATIONS

**INDICATES - DRAINAGE FITTINGS**

- Manhole
- Chr Chamber
- LH Lamphole
- ⊗ Boundary Trap
- ⊗ Inspection Shaft
- PIR Pit
- ⊗ G Grease Interceptor
- ⊗ Gully

**INDICATES - PLUMBING FIXTURES & OR FITTINGS**

- ⊗ P P. Trap
- ⊗ R Reflux Valve
- ⊗ Cleaning Eye
- ⊗ Vert Vertical Pipe
- ⊗ IP Induct Pipe
- ⊗ MF Mica Flap
- ⊗ Jn Junction
- ⊗ RP Rodding Point

**INDICATES - PLUMBING ON MORE THAN ONE LEVEL**

- SVP Soil Vent Pipe
- WS Waste Stack

**SEWER AVAILABLE**

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

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 6, Clause 3).

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

W.S. _____  U.S. _____  Sewer Ref. Sheet No. _____	DRAINAGE Inspected by _____ Inspector _____	Date of Issue _____	PLUMBING Inspected _____ Inspector _____
	Cert. Of Compliance No. _____	Outfall _____	Cert. Of Compliance No. _____
	Field Diagram Examined by _____	Drainer _____	_____
	Tracing Checked by _____	Plumber _____	_____
Connection Date: _____		Boundary trap <b>NOT REQUIRED</b> For Regional Manager	

### Disclaimer

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

# RESIDENTIAL TENANCY AGREEMENT

## RESIDENTIAL TENANCIES REGULATION 2019

**IMPORTANT INFORMATION**

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

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

This agreement is made on 27 / 02 / 2024 at Igloal Properties Pty Ltd Between

**Landlord**

*[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Landlord 1 Name: Marina Kouzmenko A.B.N. (if applicable):

Landlord telephone number or other contact details: marinakouzmenko55@gmail.com

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

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

*[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Landlord 2 Name: A.B.N. (if applicable):

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

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

*[Insert business address or residential address of landlord(s)]*

78 Railway Crescent, Jannali NSW 2226

**Note.** These details must be provided for landlord(s) if there is no landlord's agent.

*[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]*

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

Tenant 1 Name Richard Chalk

Phone

Email richchalk@yahoo.co.uk

Tenant 2 Name Fiona Chalk

Phone

Email fiona.chalk@hotmail.com

Tenant 3 Name

Phone

Email

Tenant 4 Name

Phone

Email

**Property Address:** 27 Throsby Close, Barden Ridge



## RESIDENTIAL TENANCY AGREEMENT

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

Licensee	Iglobal Properties Pty Ltd		
Trading as	Singer Residential	A.B.N.	72 616 517 830
Address	78 Railway Crescent		
JANNALI, NSW	Postcode 2226		
Phone	02 9528 8738	Fax	Mobile 0457 056 811 Email info@singerresidential.com.au

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

Name /s	Not Applicable			A.B.N.	Not Applicable
Address	Not Applicable				
Postcode					Not Applicable
Phone	Not Applicable	Fax	Not Applicable	Mobile	Not Applicable
Email	Not Applicable				

### Term of agreement

The term of this agreement is:

- ☐ 6 months  
☐ 12 months  
☐ 2 years  
☐ 3 years  
☐ 5 years  
☒ Other (please specify):   
☐ Periodic (no end date)

starting on  /  /  and ending on  /  /  *[Cross out if not applicable]*

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

### Residential Premises

The residential premises are *[Insert address]*

Address	27 Throsby Close		
Suburb	Barden Ridge	State	NSW
Postcode	2234		

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

Double LUG, SPA
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The residential premises **do not include:** *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*

--

**Property Address:**

**RESIDENTIAL TENANCY AGREEMENT****Rent**

The rent is \$ 1500 per week payable in advance starting on 15 /03 /2024 .

**Note.** Under section 33 of the *Residential Tenancies Act 2010*, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

(a) to Singer Residential at 78 Railway Crescent, Jannali by cash or Electronic Funds Transfer (EFT), or

(b) into the following account, iGlobal Properties Pty Ltd or any other account nominated by the landlord:

BSB number: 012430 Account number: 464754468

Account name: iGlobal Properties Pty Ltd

Payment reference: , or

(c) by BPAY® in accordance with the biller code and reference number below or as otherwise provided to the tenant for that purpose:

BPAY® Biller Code: Reference Number:

(d) 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 fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

**Rental bond** *[Cross out if there is not going to be a bond]*

A rental bond of \$6000 - already lodged must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bonds Online.

**Note.** All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

**IMPORTANT INFORMATION****Maximum number of occupants**

No more than 5 persons may ordinarily live in the premises at any one time.

**Urgent repairs**

Nominated tradespeople for urgent repairs:

Electrical repairs: Ease Electrical Telephone: 0418 149 008

Plumbing repairs: Dayden Plumbing Telephone: 0466 395 312

Other repairs: Sal's Handyman Services Telephone: 0418 217 123

**Water usage**

Will the tenant be required to pay separately for water usage? ☒ Yes ☐ No If yes, see clauses 12 and 13.

**Utilities**

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

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

**Property Address:** 27 Throsby Close, Barden Ridge

**RESIDENTIAL TENANCY AGREEMENT****Smoke alarms**

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

- ☐ Hardwired smoke alarm
- ☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

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

240 v Photoelectric

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

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

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☐ Yes ☐ No

**Strata by-laws**

Are there any strata or community scheme by-laws applicable to the residential premises? ☐ Yes ☒ No If yes, see clauses 38 and 39.

**Giving notices and other documents electronically [optional] [Cross out if not applicable]**

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

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

**Landlord**

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

☒ Yes ☐ No If yes, see clause 50.

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

trisha@singerresidential.com.au

**Tenant**

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

☒ Yes ☐ No If yes, see clause 50.

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

richchalk@yahoo.co.uk | fiona.chalk@hotmail.com

**Condition report**

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

**Tenancy laws**

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

**Property Address:** 27 Throsby Close, Barden Ridge

**RESIDENTIAL TENANCY AGREEMENT****RIGHT TO OCCUPY THE PREMISES**

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

**COPY OF AGREEMENT**

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

**RENT**

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

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

**RENT INCREASES**

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

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

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

**RENT REDUCTIONS**

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

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

10. **The landlord agrees** to pay:
  - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

**Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.

**Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

  - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

## RESIDENTIAL TENANCY AGREEMENT

**10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

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

- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and  
**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4** all charges for pumping out a septic system used for the residential premises, and
- 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
  - 11.6.1** are separately metered, or
  - 11.6.2** are not connected to a water supply service and water is delivered by vehicle.

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

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

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

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

### POSSESSION OF THE PREMISES

**14. The landlord agrees:**

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

### TENANT'S RIGHT TO QUIET ENJOYMENT

**15. The landlord agrees:**

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

### USE OF THE PREMISES BY TENANT

**16. The tenant agrees:**

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

**17. The tenant agrees:**

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

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

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and



**RESIDENTIAL TENANCY AGREEMENT**

- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

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

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

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

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

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

- (a) are in a reasonable state of repair, and
  - (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
  - (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
  - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

**URGENT REPAIRS**

**20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

**SALE OF THE PREMISES****21. The landlord agrees:**

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

## RESIDENTIAL TENANCY AGREEMENT

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

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

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

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

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

### LANDLORD'S ACCESS TO THE PREMISES

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

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

**24.2** if the Civil and Administrative Tribunal so orders,

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

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

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

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

**24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

**24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

**24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

**24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

**24.11** if the tenant agrees.

**25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

**25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

**25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

**25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

**25.4** must, if practicable, notify the tenant of the proposed day and time of entry.

**26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

**27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

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

**30. The tenant agrees:**

**30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

**30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

**30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

**30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

**30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

**30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

**31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

### LOCKS AND SECURITY DEVICES

**32. The landlord agrees:**

**32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

**RESIDENTIAL TENANCY AGREEMENT**

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

**33. The tenant agrees:**

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

**TRANSFER OF TENANCY OR SUB-LETTING BY TENANT****35. The landlord and the tenant agree that:**

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

**CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT****37. The landlord agrees:**

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

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

*[Cross out if not applicable]*

~~**38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.**~~

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

**MITIGATION OF LOSS**

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

**RENTAL BOND**

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

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

**SMOKE ALARMS****42. The landlord agrees to:**

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and



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**42.6** repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

**42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

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

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

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

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

### 43. The tenant agrees:

**43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

**43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

**43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the *Residential Tenancies Regulation 2019*.

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

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

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

### SWIMMING POOLS

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

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

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

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

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

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

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

### LOOSE-FILL ASBESTOS INSULATION

#### 47. The landlord agrees:

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

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

### COMBUSTIBLE CLADDING

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

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

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

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

### SIGNIFICANT HEALTH OR SAFETY RISKS

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

### ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

#### 50. The landlord and the tenant agree:

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

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

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

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

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

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

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

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- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

**ADDITIONAL TERMS**

*[Additional terms may be included in this agreement if:*

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

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

**ADDITIONAL TERM - PETS**

*[Cross out this clause if not applicable]*

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

1 x dog - Toy cavoodle, medium size

**54. The tenant agrees**

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirements.

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

**ADDITIONAL TERM - PETS NOT PERMITTED**

*[Cross out this clause if not applicable]*

- 56.** Except to the extent that another term of this agreement expressly permits the tenant to do so, the tenant must not keep, or permit to be kept, any animals on the residential premises.

**ADDITIONAL TERM - MATERIAL FACTS**

*[Cross out this clause if not applicable]*

~~**57. The landlord advises the tenant of the existence of the following material fact(s) (as prescribed by the Residential Tenancies Regulation 2019 (NSW)) in relation to the premises:**~~


**ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT****58. The landlord and tenant:**

- 58.1 agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated 15 / 03 / 2024 *(insert a date if the landlord and tenant agree to this clause)* forms part of this agreement,
- 58.2 acknowledge** that the tenant's responses in that condition report form part of this agreement, and
- 58.3 agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

**ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES**

- 59. Further to clauses 16 and 17 and subject to any applicable by-law, the tenant agrees:**

- 59.1** to use the residential premises for residential purposes only;
- 59.2** not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 59.3** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 59.4** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 59.5** to wrap up and place garbage in a suitable container;
- 59.6** to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 59.7** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 59.8** to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 59.9** to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

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- 59.10** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 59.11** to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 59.12** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 59.13** not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 59.14** to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

### ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

#### 60. The tenant agrees:

- 60.1** to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and
- 60.2** the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

### ADDITIONAL TERM - RENT AND RENTAL BOND

#### 61. The tenant agrees:

- 61.1** to pay the rent on or before the day which the term of this agreement begins; and
- 61.2** not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

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

### ADDITIONAL TERM - OCCUPANTS

#### 63. The tenant agrees:

- 63.1** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 63.2** to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

### ADDITIONAL TERM - TERMINATION

- 64. The tenant acknowledges** that a notice of termination does not by itself end the tenant's obligations under this agreement.

#### 65. The tenant agrees:

- 65.1** upon termination of this agreement, to:
- (a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
  - (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - (c) comply with its obligations in clause 18 of this agreement; and
- 65.2** that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

- 66.** Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

#### 67. The landlord and the tenant agree that:

- 67.1** any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 67.2** the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

**Note:** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note:** If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

### ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

#### 68. The tenant acknowledges and agrees:

- 68.1** to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 68.2** where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 68.3** where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 68.4** that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.



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### ADDITIONAL TERM - SWIMMING POOLS

(This clause does not apply when there is no pool on the residential premises)

~~60. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

~~60.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~

~~60.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~

~~60.3 to keep the water level above the filter inlet at all times;~~

~~60.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool equipment, safety gate, access door, fence or barrier;~~

~~60.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier and~~

~~60.6 to ensure that the pool safety gate or access door is self-closing at all times.~~

### ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of less than 2 years):

70. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

70.1 the rent will be increased to

\$		per week
	on	/ / ; and
to \$		per
	on	/ / ; or

70.2 the rent increase can be calculated by the following method (set out details):

RP data, rental estimate report on comparable property

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

**Note:** Generally, the rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. This extends to an increase in the rent payable under a residential tenancy agreement on renewal of the agreement as if the increase were an increase during the term of the agreement.

### ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of 2 years or more):

71. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

71.1 the rent will be increased to

\$		per
	on	/ / ; and
to \$		per
	on	/ / ; or

71.2 the rent increase can be calculated by the following method (set out details):


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

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

### ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

72. For avoidance of doubt:

72.1 a condition report which accompanies this agreement, forms part of this agreement; and

72.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report.

73. Clause 72.2 does not apply:

73.1 to any matter that could not have reasonably been discovered on a reasonable inspection of the residential premises; or

73.2 to any statement in the condition report about which the tenant makes a written dissenting comment on the copy of the report completed by the tenant and retained by the landlord.

### ADDITIONAL TERM – ADDITIONAL TENANTS

74. If an Additional Tenant Annexure is attached to this agreement:

74.1 that document forms part of this agreement; and

74.2 the tenant under this agreement includes each person named in that document as a Tenant.

### ADDITIONAL TERM – ADDITIONAL TENANT OBLIGATIONS

75. The tenant agrees:

75.1 to reimburse the landlord, within 30 days of being requested to do so, for:

- any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
- any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
- any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

## RESIDENTIAL TENANCY AGREEMENT

- 75.2** to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and
- 75.3** to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

### ADDITIONAL TERM - TENANCY DATABASES

- 76. The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

### ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

*[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]*

- 77. The tenant agrees** that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.
- 78. The landlord gives** no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

### ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

- 79. The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.
- 80. The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

### ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

- 81.** Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
- 82. The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

### ADDITIONAL TERM - PRIVACY POLICY

- 83.** The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.
- The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- identify and verify the tenant's identity;
- process and assess any application received in relation to the lease of the residential premises;
- assess the tenant's ability to meet their financial and other obligations under this agreement;
- manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- comply with any applicable law;
- liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- negotiate the lease for the residential premises;
- process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and /or landlord's agent using the contact details of the landlord and /or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

#### **ADDITIONAL TERM - ACKNOWLEDGEMENTS**

##### **84. The landlord and tenant each acknowledge that:**

- 84.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 84.2** the additional terms and conditions may be included in this agreement only if:
  - (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
  - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 84.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and /or conditions that are included in any annexure to this agreement.

**SCHEDULE A**

**SPECIAL CONDITIONS - FLATS**

**Special Condition 1 - Vehicles**

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

**Special Condition 2 - Damage to lawns and plants on the common areas**

The tenant must not, except with the prior written approval of the landlord:

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

**Special Condition 3 - Obstruction of common areas**

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

**Special Condition 4 - Noise**

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

**Special Condition 5 - Behaviour of tenants and invitees**

- (a) The tenant, or any invitee of the tenant, when on the common area 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 the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
  - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
  - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

**Special Condition 6 - Children playing on common areas in building**

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

**Special Condition 7 - Smoke penetration**

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

**Special Condition 8 - Preservation of fire safety**

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

**Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials**

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition 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.

**Special Condition 10 - Appearance of flat**

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

**Special Condition 11 - Cleaning windows and doors**

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

**Special Condition 12 - Hanging out of washing**

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

**Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)**

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
  - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
  - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
  - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
  - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.



- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins  
(applicable where bins are shared by flats)**

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 15 - Change in use or occupation of flat to be notified**

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
  - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
  - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

**Special Condition 16 - Compliance with planning and other requirements**

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.



**NOTES.**

**1. Definitions**

In this agreement:

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

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

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

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

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

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

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

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

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

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

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

**3. Ending a fixed term agreement**

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

**4. Ending a periodic agreement**

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

**5. Other grounds for ending agreement**

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

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

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

**6. Warning**

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

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

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

**SIGNED BY THE LANDLORD / LANDLORD'S AGENT**

DocuSigned by:  
  
 03A673D4893240A  
 (Signature of landlord / landlord's agent)

28/2/2024  
 (Date)

**LANDLORD INFORMATION STATEMENT**

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

DocuSigned by:  
  
 03A673D4893240A  
 (Signature of landlord / landlord's agent)

28/2/2024  
 (Date)

**Note:** A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

**SIGNED BY THE TENANT**

DocuSigned by:  
  
 0E3D732A5B964D6  
 (Signature of tenant)

28/2/2024  
 (Date)

DocuSigned by:  
  
 5F4627B23C24423  
 (Signature of tenant)

28/2/2024  
 (Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

**TENANT INFORMATION STATEMENT**

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

DocuSigned by:  
  
 0E3D732A5B964D6  
 (Signature of tenant)

28/2/2024  
 (Date)

DocuSigned by:  
  
 5F4627B23C24423  
 (Signature of tenant)

28/2/2024  
 (Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

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

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

## ANNEXURE

If applicable, include additional Terms and Conditions below

## ANNEXURE

- The tenant/s agree that upon termination of this agreement to leave the operating instructions which may have been supplied at the commencement of the agreement for any appliance or equipment installed in the premises. All appliances and equipment shall be kept and maintained in a clean, good working order and condition throughout the term of the agreement. In the event of a failure due to negligent or improper use of the appliance or equipment by the tenants, the tenants at their own cost should immediately arrange for the repair of the appliance or equipment. Failing which, the landlord/agent shall be entitled to have necessary repairs and cost of such shall immediately become due and payable in addition to the rent of the premises. Failure on the part of the tenants in this regard shall constitute a breach by the tenant of this agreement.
- The tenant/s acknowledge that they are responsible for their own contents insurance for furniture and personal belongings.
- The tenant agrees to place bottles, cartons, papers and household rubbish outside the premises in the garbage receptacles with a property fitted lid and shall not allow such items to accumulate within the grounds or precinct of subject premises.
- The tenant/s agree that any cost incurred by the landlord/agent in clearing any blockage in sewer/drainage lines caused by the tenant placing anything likely to cause obstruction or damage down any sink, toilet or drain, shall be paid by the tenant.
- The tenant/s agree to pay for water used under the user's pay method to the managing agent within 21 days of notice.
- The tenant/s agree to use felt pads underneath their furniture items to avoid scratches to the timber floors. This includes bedding, tables, chairs & anything else. They also agree to care and maintain floating timber floors in the appropriate manner, i.e. floors are to be cleaned with a damp mop only, and to come into contact with very little moisture.
- The tenant agree to use non-abrasive cleaning products to clean the stainless steel appliances to avoid scratching the surfaces.
- The tenant/s agree there will be no smoking inside of the property at any time during the tenancy. If the tenant or any of their guests wish to smoke, they must do so outside with the door closed behind them.
- The tenant/s understand that no animals are permitted to reside in or outside the premises without written permission from the landlord. If a pet is permitted by the landlord, the tenant/s agree to have the carpets professionally steam cleaned upon vacating the property.
- The tenant/s agree to allow access for the service of smoke alarms in the property by a company or person chosen by the landlord/agent.
- The tenant/s shall not mark, drive in nails, screws, hooks nor place adhesive fitting or 'blu tac' or anyway deface or damage any part of the subject premises without the landlords/agent written consent.
- The tenant understands that they are responsible for regular maintenance of the lawns and gardens during the term of the tenancy. At the end of the tenancy, the gardens are to be weed free, hedges and bushes are to be trimmed in a tidy manner, lawns mowed/edged and clippings removed.



# Tenant information statement

## What you must know before you start renting

### Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

#### The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

#### When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

#### What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply to landlords or agents if any of the above is not done.

### **What you must be given before you sign an agreement**

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

### **What you must be given at the time you sign an agreement**

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

### **Before or at the start of the tenancy**

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

### **The property must be fit to live in**

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

### **Residential tenancy agreement**

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

### **Condition report**

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

### **Rent, receipts and records**

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

### **Rental bonds**

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

### **Discrimination when applying for rental property**

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

### **Communicating with your landlord or agent**

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

## **During the tenancy**

### **Can rent be increased during the tenancy?**

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

### **Paying for electricity, gas and water usage**

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

### **Repairs and maintenance**

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed



a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

### Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

### Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

### How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

### Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

## Ending the tenancy

### Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

### Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

### Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

## Checklist

You should only sign the agreement when you can answer **Yes** to the following.

### The tenancy agreement

- ☐ I have read the agreement and asked questions if there were things I did not understand.
- ☐ I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- ☐ I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- ☐ I understand that any additional terms to the agreement can be negotiated before I sign.
- ☐ I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

### Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- ☐ I have made sure these have already been done or
- ☐ I have an undertaking in writing (before signing the agreement) that they will be done.



## Upfront costs

- ☐ I am **not** required to pay:
- more than 2 weeks rent in advance
  - more than 4 weeks rent as a rental bond.
- ☐ I am **not** being charged for:
- the cost of preparing the tenancy agreement
  - the initial supply of keys and other opening devices to each tenant named in the agreement
  - being allowed to keep a pet on the property.

## Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

## More information

Visit the [Fair Trading website](https://www.fairtrading.nsw.gov.au) or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at [tenants.org.au](https://tenants.org.au)

[fairtrading.nsw.gov.au](https://www.fairtrading.nsw.gov.au)

13 32 20

Language assistance 13 14 50

(ask for an interpreter in your language)

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For information: [fairtrading.nsw.gov.au/copyright](https://www.fairtrading.nsw.gov.au/copyright)

This publication must not be relied on as legal advice.

For more information about this topic,  
refer to the appropriate legislation.

**Certificate Of Completion**

Envelope Id: 0D269296ACE649B8904A10D936BC388A

Status: Completed

Subject: Sign Request 27 Throsby Close, Barden Ridge Lease Agreement

Source Envelope:

Document Pages: 26

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Joshua Singer

AutoNav: Enabled

info@singerresidential.com.au

Envelopeld Stamping: Enabled

IP Address: 3.25.60.134

Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

**Record Tracking**

Status: Original

Holder: Joshua Singer

Location: DocuSign

27-Feb-2024 | 14:57

info@singerresidential.com.au

**Signer Events**

Fiona Chalk

fiona.chalk@hotmail.com

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
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Signature Adoption: Drawn on Device

Using IP Address: 1.40.19.219

Signed using mobile

**Timestamp**

Sent: 27-Feb-2024 | 14:57

Viewed: 28-Feb-2024 | 19:00

Signed: 28-Feb-2024 | 19:04

**Electronic Record and Signature Disclosure:**

Accepted: 18-Sep-2021 | 17:16

ID: eb1a0365-4359-4abd-9069-267bfaae936c

Richard Chalk

richchalk@yahoo.co.uk

Security Level: Email, Account Authentication  
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Signature Adoption: Drawn on Device

Using IP Address: 1.40.19.219

Sent: 27-Feb-2024 | 14:57

Viewed: 27-Feb-2024 | 16:38

Signed: 28-Feb-2024 | 14:41

**Electronic Record and Signature Disclosure:**

Accepted: 18-Sep-2021 | 17:03

ID: 01bc22f2-0991-48f1-9671-c8ecdd91c9b2

Trisha Singer

trisha@singerresidential.com.au

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
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Signature Adoption: Pre-selected Style

Using IP Address: 120.156.80.82

Sent: 28-Feb-2024 | 19:04

Viewed: 28-Feb-2024 | 23:04

Signed: 28-Feb-2024 | 23:04

**Electronic Record and Signature Disclosure:**

Accepted: 28-Feb-2024 | 23:04

ID: ce181180-4622-4299-abb3-8d634f5fcf18

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	27-Feb-2024   14:57
Certified Delivered	Security Checked	28-Feb-2024   23:04
Signing Complete	Security Checked	28-Feb-2024   23:04
Completed	Security Checked	28-Feb-2024   23:04
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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From time to time, Real Estate Institute of New South Wales (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Real Estate Institute of New South Wales:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tmckibbin@reinsw.com.au](mailto:tmckibbin@reinsw.com.au)

**To advise Real Estate Institute of New South Wales of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [tmckibbin@reinsw.com.au](mailto:tmckibbin@reinsw.com.au) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [tmckibbin@reinsw.com.au](mailto:tmckibbin@reinsw.com.au) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Real Estate Institute of New South Wales as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Real Estate Institute of New South Wales during the course of my relationship with you.

## NSW SWIMMING POOL REGISTER

### Certificate of Registration

#### Section 30C – Swimming Pools Act 1992

Pool No:	6165b9ce
Property Address:	27 THROSBY CLOSE BARDEN RIDGE
Date of Registration:	13 February 2018
Type of Pool:	A spa pool
Description of Pool:	Spa with lockable cover

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance



## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

Pool No:	6165b9ce
Property Address:	27 THROSBY CLOSE BARDEN RIDGE
Expiry Date:	13 February 2021
Issuing Authority:	Michael Hopkins - Accredited Certifier - bpb2562

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

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

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

Please remember:

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

## **2 Deposit and other payments before completion**

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## **3 Deposit-bond**

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and populate an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.



- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.



- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
  - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
  - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
  - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
  - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
  - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
  - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

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