

Contract for the sale and purchase of land 2019 edition

TERM
 vendor's agent

MEANING OF TERM
TriState Land Sales & Advisory
 755 Hunter Street, Newcastle, NSW 2300

NSW DAN:
Phone: 0423333976
Ref: Sam Budden

co-agent

vendor

Kathryn Joan Budden
 PO BOX 37, Chevron Island, QLD 4217

vendor's solicitor

 **KENT**
CONVEYANCING
 63 Main Road, Boolaroo NSW 2284
 PO Box 190, Boolaroo NSW 2284
 2/102 Tudor Street, Hamilton NSW 2303
 PO Box 270, Hamilton NSW 2303

Ph: 02 4941 7474
Ref: MK:MAB:24060
E:michelle.kent@kentconveyancing.com.au

date for completion
 land (address,
 plan details and
 title reference)

42nd day after the contract date
9 James Leslie Drive, Gillieston Heights, New South Wales 2321
Registered Plan: Lot 305 Plan DP 1117575
Folio Identifier 305/1117575

(clause 15)

☐ VACANT POSSESSION ☒ subject to existing tenancies

improvements ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:

attached copies ☐ documents in the List of Documents as marked or as numbered:
☐ other documents:

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

inclusions ☒ blinds ☒ dishwasher ☒ light fittings ☒ stove
☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment
☐ clothes line ☒ insect screens ☐ solar panels ☐ TV antenna
☒ curtains ☐ other:

exclusions

purchaser

purchaser's solicitor

price \$
 deposit \$ (10% of the price, unless otherwise stated)
 balance \$

contract date (if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgement Network (ELN)** (clause 30): PEXA**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a *GSTRW payment*
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor 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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

1. DEATH/BANKRUPTCY/MENTAL ILLNESS

If prior to completion either party should die, become mentally ill bankrupt or have their estate assigned for the benefit of creditors then either party shall be at liberty to rescind this contract by written notice served on the other party.

2. AGENCY

The Purchaser warrants that they have not been introduced to the Vendor or the property by any Agent other than the Agent Shown on the front page of the Contract.

In the event that the Purchaser breaches this warranty then the Purchaser shall indemnify the Vendor against:

- (a) Any claim by any person other than the Agent for real estate agent's commission in respect of the property; and
- (b) All cost and disbursements incurred by the Vendor in defending or otherwise resolving such a claim.

This clause shall not merge on completion.

3. NOTICE TO COMPLETE

If completion does not take place on or before the completion date then it is agreed:

- (a) either party shall have the right to serve upon the other, a notice in writing requiring completion to take place not less than 14 days from the date of such notice;
- (b) if any such notice makes time of the essence of this contract for completion of not less than a 14 day period then such notice shall be for all purposes accepted as a proper and binding notice between parties both at Common Law and in Equity;
- (c) either party that serves a notice may unilaterally withdraw the notice without prejudice against its ability to issue a further notice; and
- (d) if the vendor serves a notice to complete in accordance with this clause, the sum of three hundred and thirty dollars (\$330.00 inclusive of GST) shall be allowed by the purchaser as an additional adjustment on completion and it is an essential term of this contract.

4. INTEREST

Should completion of this contract not take place by the completion date as specified, otherwise than as a result of any default by the vendor under this contract, the purchaser shall pay interest at a rate of 10% per annum on the purchase price and any other monies owing pursuant to this contract from the date specified for completion until the date completion actually takes place (but without prejudice to all and any other rights of the vendor pursuant to this contract). It is an essential term of this contract that such interest is paid on completion. The purchaser acknowledges that interest at the rate of 10% per annum represents a genuine pre-estimate of liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date.

5. PRESENT CONDITION AND STATE OF REPAIR

The purchaser acknowledges that he is purchasing the property as a result of his own inspection and in its present condition and state of repair and subject to any infestation and dilapidation (whether patent or latent) existing at the date of the contract and that the vendor has not nor has anyone on the vendors behalf made any warranty or representation in respect thereof.

6. CLAIMS

Notwithstanding the provisions of clauses 6 and 7, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clauses 7 and 8 entitling the vendor to rescind this Contract.

The purchaser further acknowledges the wording 'on reasonable grounds' has been deleted from standard provision 8.1 of this Contract.

7. DEPOSIT

The parties agree that if there is a cooling off period under this Contract, the deposit payable may be paid by way of two instalments:

- (a) The first instalment of 0.25% of the purchase price being paid on the date of the making of this Contract; and
- (b) The second instalment being the balance of 10% of the purchase price on or before the fifth business day from the date of this Contract

Payment of the deposit shall be essential in this respect.

8. DEPOSIT GUARANTEE BOND

8.1 If the vendor agrees to accept a deposit bond as security for the payment of the deposit, the deposit bond provided by the purchaser must be:

- (a) underwritten by **QBE Insurance (Australia) Ltd**;
- (b) is for an amount equal to the 10% Deposit or the balance of the 10% Deposit in accordance with the Contract;
- (c) must be valid for the period of the Contract;
- (d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand; and
- (e) contains the name of the Purchaser and makes reference to the Contract and the sale of the property.

There are several agents who are able to provide a deposit bond on behalf of QBE Insurance (Australia) Ltd, including **Deposit Assure Pty Ltd** (www.depositassure.com.au).

8.2 In this contract the word guarantee means Bond issued to the Vendor at the request of the purchaser by (the Guarantor).

8.3 Subject to paragraphs 8.4 and 8.5 below, the delivery of the Guarantee, upon or before the making of this contract to the person nominated in this contract to hold the deposit shall to the extent of the amount guaranteed under the Guarantee be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.

8.5 The purchaser shall pay the amount stipulated in the Guarantee to the vendor in cash or by unendorsed bank cheque on completion of this contract or at such other time as may be provided for the deposit to be accounted for to the vendor.

8.6 If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the guarantee, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this contract to hold the deposit.

8.7 The vendor acknowledges that payment by the Guarantor under the guarantee shall, to the extent if the amount paid be in satisfaction of the purchaser's obligation to pay the deposit under paragraph 8.5 above.

9 ENTIRE AGREEMENT

The parties agree that this Contract represents the entire agreement of the parties about the sale of the property and supersedes all previous agreements and understandings and negotiations on the sale of the Property. The purchase represents and warrants that in entering into this Contract it has not relied on any representations or warranty about its subject matter, except those included in this Contract.

10 REQUISITIONS ON TITLE

10.5 Standard provision 5.1 is deleted.

10.6 The Purchaser must not raise or make any requisitions on title pursuant to clause 5 of this Contract, except for the accepted Requisitions on Title annexed to this Contract.

12. ELECTRONIC SIGNATURES

12.1 The parties agree to accept, for the purpose of exchange of Contracts, signatures by either the vendors or purchasers which are facsimile, photocopy or any other form of electronic signatures and to comply with clause 12.2, 12.3 and 12.4.

12.2 The parties agree to provide to the other parties within 10 business days after the date of this Contract, a cover page of the Contract bearing original signatures.

12.3 The parties agree that the cover page of Contract bearing original signatures must be dated the same date as this Contract.

12.4 The parties agree that they shall not make any requisitions objection claim or delay completion due to the matter of execution of this Contract as at the exchange date.

13 SEWER DIAGRAM

13.1 The Vendor discloses that if Hunter Water are the relevant water authority for the subject contract that Hunter Water Corporation will not provide an internal service location diagram for the subject property.

13.2 The purchaser accepts the Hunter Water diagram attached to this contract and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the vendor to supply an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

14. PURCHASER ACCEPTS VENDOR SIGNED DOCUSIGN CONTRACT

14.1 If the Vendor elects to sign the contract using DocuSign then the following provisions take effect:

14.1.1 The Purchaser and their legal representative agree to accept a

Docusigned Vendor counterpart contract for the purposes of exchange and settlement;

14.1.2 The Vendor and their legal representative have no obligation to provide an original wet signed counterpart contract;

14.1.2 The Vendor will not make any claim, rescind, terminate or delay settlement for any matter raised in the above two (2) paragraphs.

15. Covid-19 (Coronavirus)

This clause applies whilst ever the Federal, NSW State, or Local Government is managing the Covid-19 outbreak as a Health Emergency:

1. In the event any party to the contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately and;
 - i. If completion does not take place by the completion date as provided for in clause 15 of this Contract due to self-isolation or quarantine, then the completion date shall be extended by 21 days.
2. In the event any party to the contract is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as practicable and;
 - i. If completion does not take place by the completion date as provided for in clause 15 of this Contract due to such hospitalisation, then, on and from the date of that party's medical discharge from hospital, the completion date shall be extended by 21 days.
3. Should either the Federal or State Governments issue a lockdown order in NSW, then the completion date shall become the later of:
 - 3.1 the completion date shown on the front page of this Contract; or
 - 3.2 21 days following the lockdown order being lifted by Government providing this allows services to recommence that support the relocation and transport of persons from one place to another.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Kathryn Joan Budden
Purchaser:
Property: 9 James Leslie Drive, Gillieston Heights
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 305/1117575

SEARCH DATE	TIME	EDITION NO	DATE
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21/5/2021	5:20 PM	4	2/9/2018

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

LAND

LOT 305 IN DEPOSITED PLAN 1117575
AT GILLIESTON HEIGHTS
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1117575

FIRST SCHEDULE

KATHRYN JOAN BUDDEN (T AE46298)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP560068 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 3 DP1117574 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AND
VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1117575 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1117575 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 6 DP1117575 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 7 DP1117575 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT
- 8 AF194731 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

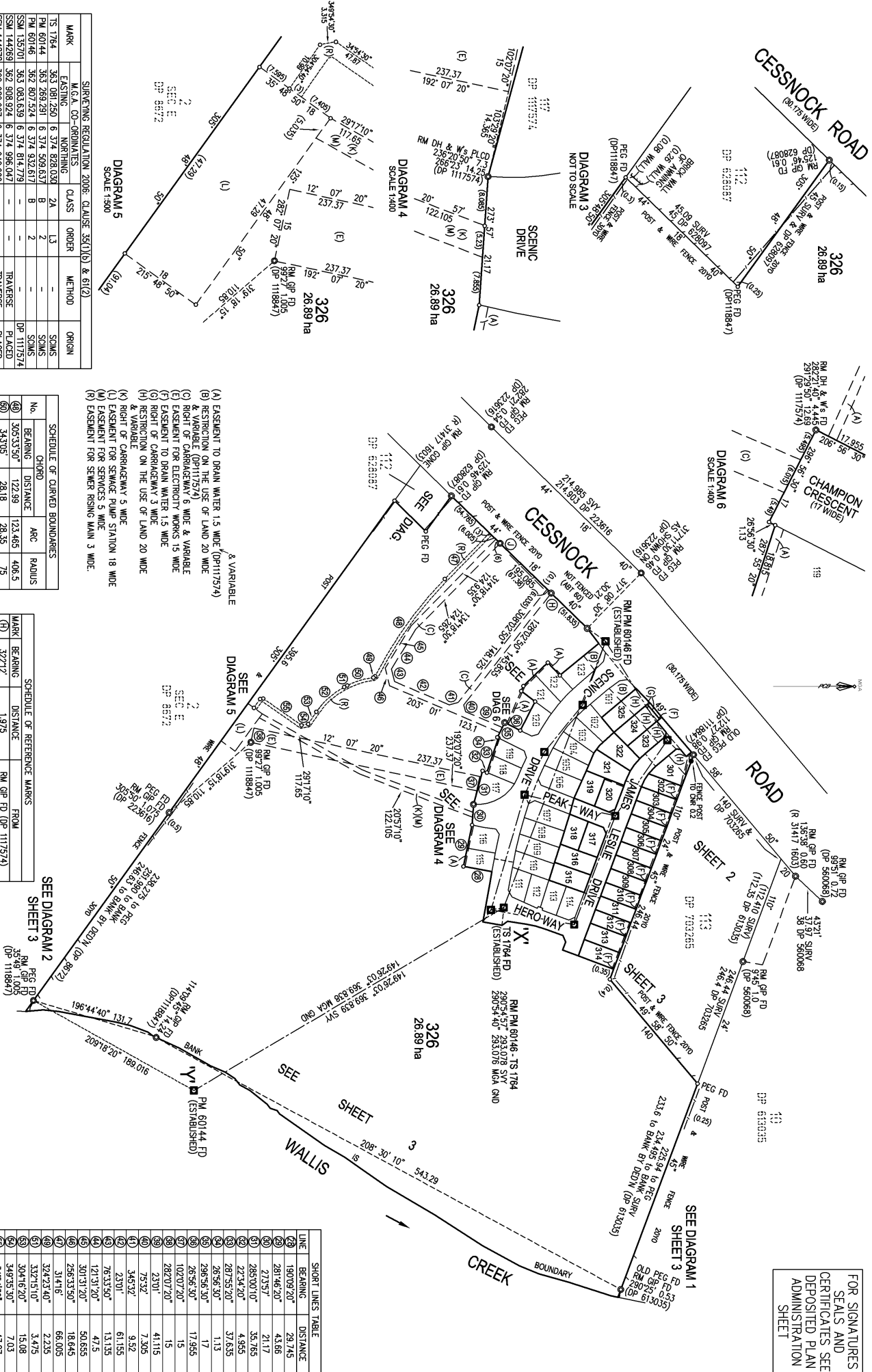
*** END OF SEARCH ***

24060

PRINTED ON 21/5/2021

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

FOR SIGNATURES
SEALS AND
CERTIFICATES SEE
DEPOSITED PLAN
ADMINISTRATION
SHEET



SHEPHERD REGULATION 2006, CLAUSE 35(1)(b) & 6(2)							
MARK	M.C.A. CO-ORDINATES	NORTHING	EASTING	CLASS	ORDER	METHOD	ORIGIN
TS 1764	36.5, 081.290	6 374 828.030	2	1	L3		SCMS
PM 60144	36.5, 269.291	6 374 609.637	1	1			SCMS
PM 60166	36.5, 807.524	6 374 932.617	B	2			SCMS
SCM 135701	36.5, 083.639	6 374 814.779					DP 1117574
SCM 144658	36.5, 008.924	6 374 916.047					PLACED
SCM 144720	36.5, 098.927	6 374 942.602					PLACED
SCM 144771	36.5, 986.703	6 374 900.394					DP 1117574
SCM 144774	36.5, 872.922	6 374 909.068					DP 1117574
SCM 159275	36.5, 921.180	6 374 869.722					DP 1117574
SCM 159276	36.5, 965.230	6 374 849.478					DP 1117574

COMBINED SCA LEVEL & SCALE FACTOR = 0.999629

SOURCE: M.C.A. ZONE 55 CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 30th FEB 2006 CHECKED 5th DEC 2007

SCHEDULE OF CURVED BOUNDARIES			
No.	CHORD		RADII
	BEARING	DISTANCE	
(40)	340°33'55"	122.99	123.645
(50)	334°37'55"	28.18	28.35
(52)	315°15'50"	38.195	38.38
			79

Surveyor: BRETT DOUGLAS KITTEL
Date of Survey: 1ST APRIL 2008
Surveyor's Ref: 02_92_STAGE 3
(PF DD11(17575))

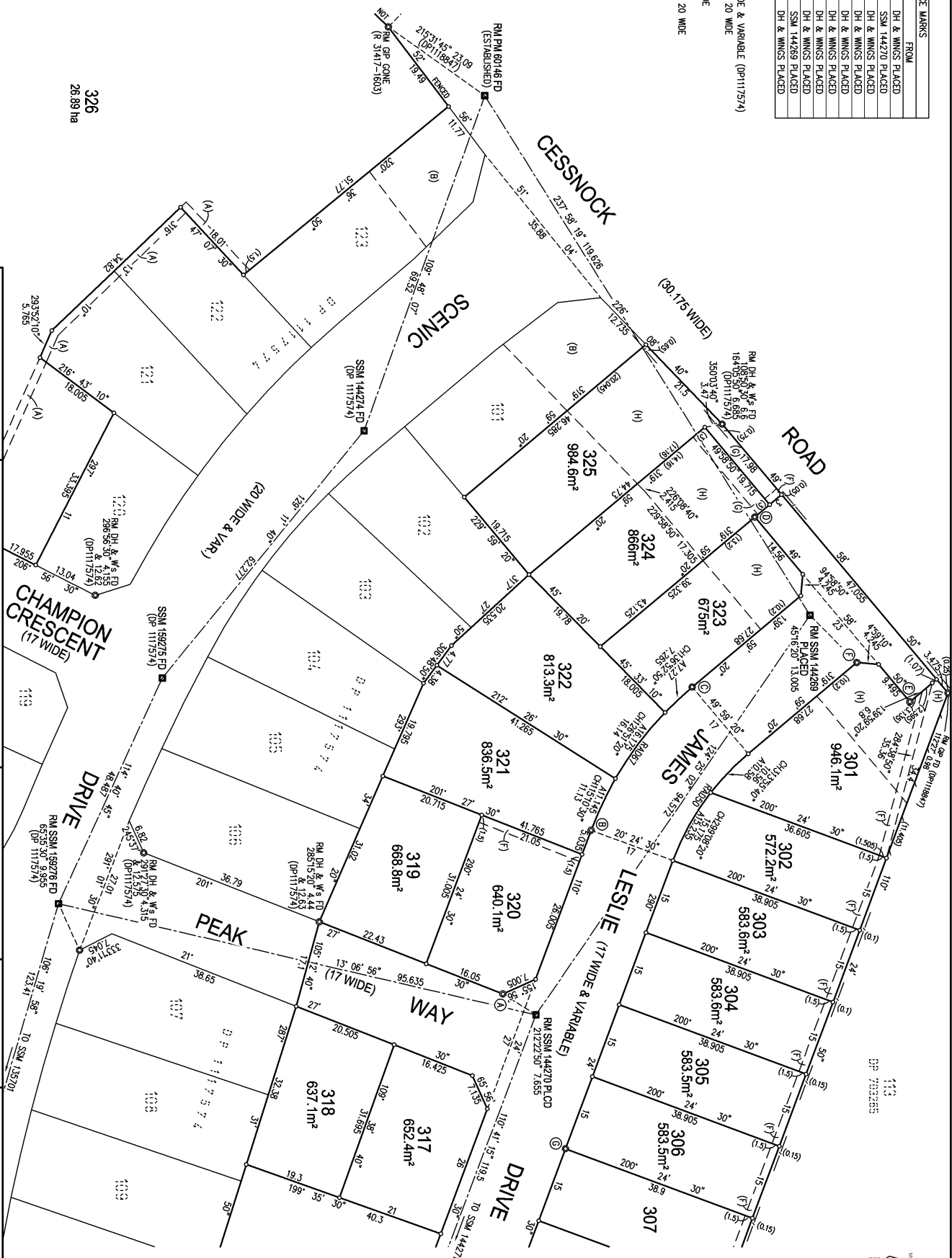
X:\02_92_Climaco Highway\A\Survey\0202_39_03.Dwg

SCHEDULE OF REFERENCE MARKS			
MARK	BEARING	DISTANCE	FROM
(6)	322°12'	1.975	RM GP TO (0P 1117574)
(7)	243°18'	6.18	RM GP TO (0P 1117574)

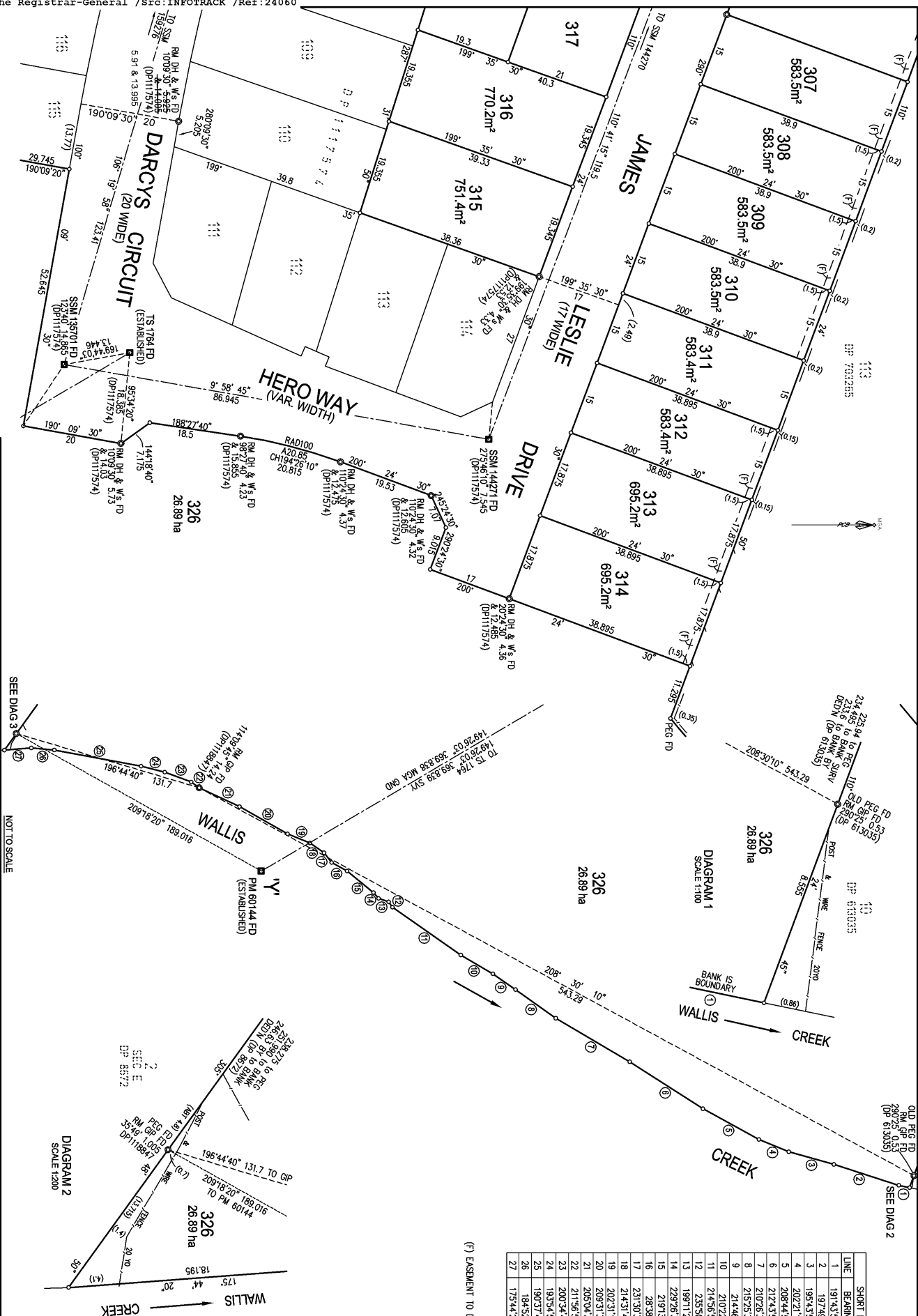
LGA: MAITLAND Locality: GILLESTON HEIGHTS Subdivision No: 061728 Lengths are in metres. Reduction Ratio 1:2500	Registered:  26.5.2008
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DP1117575 ©

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (DP1117574)
- (B) RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE (DP1117574)
- (F) EASEMENT TO DRAIN WATER 1.5 WIDE
- (G) RIGHT OF CARRIAGEWAY 3 WIDE
- (H) RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE



DP1117575



SHORT LINES TABLE		
LINE	BEARING	DISTANCE
1	191°43'50"	7.43
2	107°48'	45.705
3	193°43'50"	31.59
4	202°21'10"	21.985
5	208°44'50"	43.01
6	212°43'50"	58.56
7	210°26'30"	57.66
8	215°25'30"	33.21
9	214°46'	18.575
10	210°50'22"	24.865
11	214°56'50"	58.21
12	225°30'	4.34
13	199°11'20"	7.727
14	229°28'30"	5.05
15	219°13'	22.985
16	28°38'	11.78
17	231°30'40"	8.315
18	214°31'40"	11.555
19	192°31'10"	16.185
20	209°31'30"	37.125
21	221°56'50"	26.465
22	205°04'50"	10.005
23	200°34'40"	19.102
24	193°34'50"	16.345
25	190°37'40"	59.345
26	184°52'	15.385
27	175°44'20"	18.195

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

It is intended to dedicate the extension of James Leslie Drive and Peak Way to the public as Public Road.

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

1. Easement to drain water 1.5 wide (F).
2. Right of Carriageway 3 wide (G).
3. Restriction on the use of Land 20 wide and variable (H).
4. Easement for electricity works 15 wide (E).
5. Right of Carriageway 5 wide (K).
6. Easement for sewage pump station 18 wide (L).
7. Easement for Services 5 wide (M).
8. Restriction on the Use of Land.
9. Restriction on the Use of Land.
10. Positive Covenant
11. Restriction on the Use of Land
12. Right of Carriageway 6 wide & variable (C)
13. Easement for Sewer rising Main 3 wide (R)

It is intended to Release:

1. Easement for Electricity Works 15 wide created by DP1117574.
2. Right of Carriageway 5 wide created by DP1117574.
3. Easement for sewage pump station 18 wide created by DP1117574.
4. Easement for Services 5 wide created by DP1117574.
5. Right of Carriageway 6 wide & variable created by DP1117574
6. Easement for Sewer Rising Main 3 wide created by DP1117574

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....

Date:.....

File Number:.....

Office:.....

Subdivision Certificate

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

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

Leanne Wini

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: ..Maitland City Council.....

Date of Endorsement:9.5.08.....

Accreditation no:

Subdivision Certificate no:06.1782.....

File no:DA06.1782.....

* Delete whichever is inapplicable.

DP1117575

Registered:  28.5.2008

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 124 DP1117574

LGA: Maitland

Locality: Gillieston Heights

Parish: Maitland

County: Northumberland

Surveying Regulation, 2006

I, Brett Douglas Kittel - Pulver Cooper & Blackley.....
 of 98 Lawes Street, East Maitland.....
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on:..1st April 2008.....

The survey relates to ..Lots 301 to 326 inclusive.....

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Brett Douglas Kittel* Dated: 3/4/08
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: ..X-Y'.....

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP1118847

DP1117574

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

SURVEYOR'S REFERENCE 02/02 Stage 3 PP DP1117575 3/4/08-MCC

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 124 DP1117574

DP1117575

Registered:



28.5.2008

Subdivision Certificate No:

06 1782

Date of Endorsement:

9.5.08

Executed on behalf of Lecorn
Pty Limited (ACN 063 981 583) by
Paul Alexander Hogan pursuant to
power of subattorney book 4528
number 846 as appointed by
Stockland Development Pty Limited
(ACN 000 064 835) pursuant to
power of attorney book 4468
number 897 in the presence of:


Signature of witness

JEFF BANNERMAN
Name of witness


Name of subattorney: Paul Alexander Hogan
Position held: Regional Manager

By executing this document the
attorney states that the attorney
has received no notice of
revocation of the power of
attorney.

* OFFICE USE ONLY

**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.**

ePlan

(Sheet 1 of 14 Sheets)

Plan: **DP1117575**

Plan of Subdivision of Lot 124 DP1117574
 covered by Council Subdivision Certificate
 No. 061782 dated 9.5.08

Full name and address of the owner of
 the land:

Lecorn Pty Ltd
 22-26 Memorial Avenue
 LIVERPOOL 2170
 ACN 063 981 582

Full name and address of the
 mortgagee of the land:

Stockland Development Pty Ltd
 ACN 000 064 835
 Level 25, 133 Castlereagh Street
 SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.5 wide (F)	301 302 303 304 305 306 307 308 309 310 312 313 314 320 325	302 to 310 inclusive 303 to 310 inclusive 304 to 310 inclusive 305 to 310 inclusive 306 to 310 inclusive 307 to 310 inclusive 308 to 310 inclusive 309, 310 310 309 311 311, 312 311, 312, 313 319 324
2	Right of Carriageway 3 wide (G)	324 325	325 324
3	Restriction on the use of land 20 wide & variable (H)	301, 323, 324, 325	Maitland City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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ePlan

(Sheet 2 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
 covered by Council Subdivision Certificate
 No. 061782 dated 9.5.08

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	Easement for Electricity Works 15 wide (E)	326	Energy Australia
5	Right of Carriageway 5 wide (K)	326	Hunter Water Corporation Energy Australia
6	Easement for sewage pump station 18 wide (L)	326	Hunter Water Corporation
7	Easement for Services 5 wide (M)	326	Hunter Water Corporation
8	Restriction on the Use of Land	301-325 inclusive	Every other lot from 301-325
9	Restriction on the Use of Land	301-325 inclusive	Every other lot from 301-325
10	Positive Covenant	301 & 325	Maitland City Council
11	Restriction on the Use of Land	301 & 325	Maitland City Council
12	Right of Carriageway 6 wide & variable (C)	326	Energy Australia
13	Easement for Sewer Rising Main 3 wide (R)	326	Hunter Water Corporation

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity works 15 wide created by DP1117574	124/1117574	Energy Australia
2	Right of Carriageway 5 wide created by DP1117574	124/1117574	Hunter Water Corporation Energy Australia

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.**

ePlan

(Sheet 3 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
covered by Council Subdivision Certificate
No. 061782 dated 9.9.08

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
3	Easement for sewage pump station 18 wide created by DP1117574	124/1117574	Hunter Water Corporation
4	Easement for services 5 wide created by DP1117574	124/1117574	Hunter Water Corporation
5	Right of Carriageway 6 wide and variable created by DP1117574	124/1117574	Energy Australia
6	Easement for Sewer Rising Main 3 wide created by DP1117574	124/1117574	Hunter Water Corporation

Part 2 (Terms)

1. TERMS FOR RIGHT OF CARRIAGEWAY 3 WIDE NUMBERED 2 IN THE PLAN

(1) Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

(2) The costs of maintenance and repair in respect of the right of carriage way are to be borne by the owners of the benefited lots in equal proportions.

(3) If one of the lot owners incurs costs referred to in subclause 2, that lot owner may demand in writing from the other lot owner the amount that the other lot owner is liable to contribute under that subclause to those costs.

(4) A demand made under subclause 3 must be accompanied by receipts or invoices or copies of receipts or invoices that evidence the expenditure to which the demand relates.

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ePlan

(Sheet 4 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
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No. 061782 dated 9.5.08

(5) If a lot owner fails to comply with any such demand within 7 days after it has been made, the amount demanded may be recovered in a court of competent jurisdiction as a debt due to the person making the demand.

**2. TERMS OF RESTRICTION ON THE USE OF LAND 20 WIDE AND VARIABLE
NUMBERED 3 IN THE PLAN**

No habitable building(s) shall be permitted to be constructed in the area designated (H).

**3. TERMS OF EASEMENT FOR ELECTRICITY WORKS 15 WIDE NUMBERED 4
IN THE PLAN**

An easement is created on the terms and conditions set out in memorandum registered number AC289041.

**4. EASEMENT FOR SEWAGE PUMP STATION 18 WIDE NUMBERED 6 IN THE
PLAN**

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a sewage pumping station sewer mains or pipelines for the conveyance of sewage and water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage through the said sewage pumping station and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for sewage pumping station 18 wide delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

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ePlan

(Sheet 5 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
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No. 061782 dated 9.5.08

**5. TERMS OF EASEMENT , PROFIT A' PRENDRE, RESTRICTION OR POSITIVE
COVENANT NUMBERED 8 IN THE PLAN**

1. No dwelling may be effected, commenced, or permitted to remain on the land unless:
 - a. The dwelling to be erected, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the "Design Essentials" for Darcy's Peak, published by Stockland from time to time, and
 - b. The plans, elevations and schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.

Stockland will not withhold it's consent where plans, elevations, materials or finishes conform with the "Design Essentials" for Darcy's peak, published by Stockland from time to time.

**6. TERMS OF EASEMENT , PROFIT A' PRENDRE, RESTRICTION OR POSITIVE
COVENANT NUMBERED 9 IN THE PLAN**

1. In these restrictions on the use of the land numbered 9 referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be released, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction, that is to say:-

The Local Council means Maitland City Council

The Prohibited Area means:-

- (i) in the case of a lot which faces only one (1) public road, that area between the front building line of the main building erected thereon and the public road to which the said lot abuts but shall not include area which is not visible from any public road and/or place; and
- (ii) in the case of a lot which faces more than one (1) public

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SECTION 88B CONVEYANCING ACT 1919.**

ePlan

(Sheet 6 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
covered by Council Subdivision Certificate
No. 061782 dated 9.5.08

road, that area between the front building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road but shall not include any area which is not visible from any public road and/or place.

“Prohibited Item”

means any plant, machinery and/or other equipment including but without limiting the generality thereof any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof BUT shall not include any motor car, motor station wagon and/or utility that is properly registered for use on a public road.

“Stockland”

means Stockland Development Pty Limited.

2. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) days shall be deemed to have remained on the lot burdened for the period during which it was removed.
3. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
4. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
5. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
6. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
7. No noxious, noisome or offensive occupation, trade, business, manufacturing or home

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ePlan

(Sheet 7 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
covered by Council Subdivision Certificate
No. 06182 dated 9.5.08

industry shall be conducted or carried out on any lot burdened.

8. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
9. No advertisement hoarding sign or matter of any description shall be erected or displaced on any lot burdened without the prior written consent of Stock land having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stock land BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale IF:-
 - (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
10. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.
11. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
12. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
 - (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out: and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
13. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot

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ePlan

(Sheet 8 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
covered by Council Subdivision Certificate
No. 061782 dated 9.5.08

burdened as related to any surrounding public roads and/or places.

14. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
 - (i) not visible from any public road and/or place; or
 - (ii) is screened from any public road and/or place in a manner approved by Stock land.
15. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
16. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened, or appropriately screened such that it is not visible from any public road or place.
17. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
18. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless:-
 - (i) that building or those buildings are not visible from any public road and/or place; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
 - (iii) it is a garden shed which is visible from a public road and/or place where:-
 - (a) all care has been taken to ensure that the same is as least obvious as possible.
 - (b) The same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.
19. No Child Care Centre shall be erected or permitted to remain on the lot burdened.

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ePlan

(Sheet 9 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
covered by Council Subdivision Certificate
No. 061782 dated 9.5.08

7. TERMS OF POSITIVE COVENANT NUMBERED 10 IN THE PLAN.

1. The owner of the lot burdened shall preserve and maintain the approved landscaping.
2. The owner of the lot burdened shall preserve and maintain the approved boundary fencing along the Cessnock Road frontage.
3. Habitable buildings constructed on the land shall be built with regard to the acoustic report No. 29N-05-2968-TRP-150267-2 dated November 2006 prepared by Vipac Engineers & Scientists Ltd.

8. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 11 IN THE PLAN.

Direct vehicular access to or from Cessnock Road is prohibited.

9. TERMS OF EASEMENT FOR SEWER RISING MAIN 3 WIDE NUMBERED 13 IN THE PLAN

Full and free right title liberty and license for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a sewermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage, water soil through the said sewermain or pipeline and for the purposes aforesaid or any of them, by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon the servient tenement and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building(s) shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for sewer rising main 3 wide delineated 'R' in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

**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.**

ePlan

(Sheet 10 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
covered by Council Subdivision Certificate
No. ~~061702~~ dated ~~9.5.08~~

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 3, 10 &
11 IN THE PLAN.**

Maitland City Council

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 4 AND
12 IN THE PLAN.**

Energy Australia

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 5 IN
THE PLAN.**

Energy Australia & Hunter Water Corporation

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 6, 7 &
13 IN THE PLAN.**

Hunter Water Corporation

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 8 IN
THE PLAN.**

Lecorn Pty Limited whilst ever it owns any lot or any part of a lot in the registered plan
(other than Lot 326) and for a period of three (3) years thereafter.

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 9 IN
THE PLAN.**

Lecorn Pty Limited whilst ever it owns any lot or any part of a lot in the registered plan (other than
Lot 326) pursuant to which these restrictions were created and for a period of three (3) years
thereafter, and thereafter by the registered proprietors of the lots contained in the registered plan
pursuant to which these restrictions were created.

**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.**

ePlan

(Sheet 11 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
covered by Council Subdivision Certificate
No. 061782 dated 9.5.08



Maitland City Council

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

ePlan

(Sheet 12 of 14 Sheets)

Plan: **DP1117575**

Plan of Subdivision of Lot 124 DP1117574
covered by Council Subdivision Certificate
No. 061782 dated 9.5.08

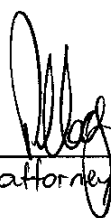
Executed on behalf of Lecorn
Pty Limited (ACN 063981583) by
Paul Alexander Hogan pursuant to
power of subattorney book 4528
number 846 as appointed by
Stockland Development Pty Limited
(ACN 000 064 835) pursuant to
power of attorney book 4468
number 897 in the presence of:



Signature of witness

JEFF BANNERMAN

Name of witness



Name of Subattorney: Paul Alexander
Hogan

Position held: Regional Manager

By executing this document the
attorney states that the attorney
has received no notice of revocation
of the power of attorney.

**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.**

ePlan

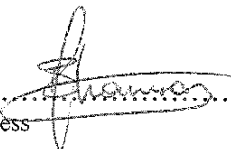
(Sheet 13 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
covered by Council Subdivision Certificate
No. 061782 dated 9.5.08

EXECUTED for and on behalf of
ENERGYAUSTRALIA by
KATHERINE M GUNTON
its duly constituted Attorney pursuant to
Power of Attorney registered Book 4528
No. 401 in the presence of:

)
)
)
) 
) Attorney
)
)

.....
Witness 

..... BARBARA ANNE THOMSON
Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

.....
Address of Witness

**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
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ePlan

(Sheet 14 of 14 Sheets)

Plan: DP1117575

Plan of Subdivision of Lot 124 DP1117574
covered by Council Subdivision Certificate
No. 061782 dated 9.5.08

HUNTER WATER CORPORATION
by its attorney

pursuant to Power of Attorney
Book 4374 No. 853

X SHARON LANA SMITH

Signed in my presence by its
Attorney who is personally known
to me.

[Signature]
Witness

Amanda Jane Coleman

Name of Witness

36 Honeysuckle Drive
Newcastle

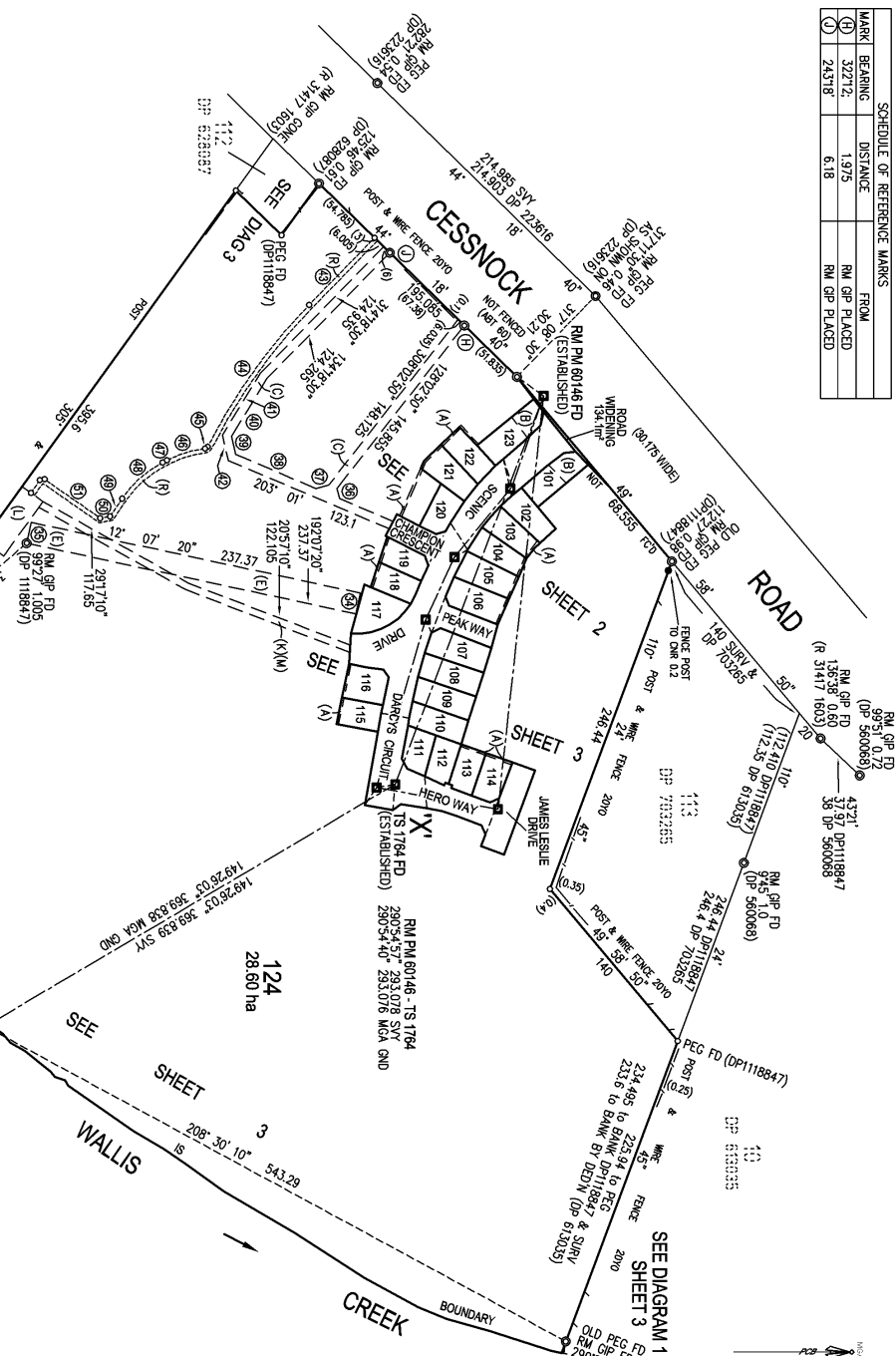
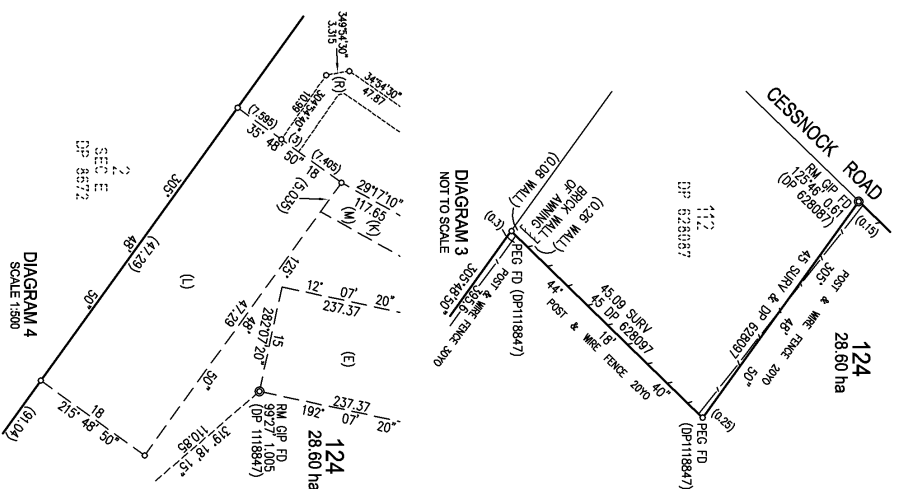
Address of Witness

Hunter Water Corporation

REGISTERED



28.5.2008



SCHEDULE OF REFERENCE MARKS		
MARK	DISTANCE	FROM
(1)	322'12"	RM GP PLACED
(2)	243'18"	RM GP PLACED

SHORT LINES TABLE		
LINE	BEARING	DISTANCE
(20)	102°00'20"	15
(21)	282°07'20"	15
(22)	75°32'	7.305
(23)	345°32'	9.52
(24)	237°	6.155
(25)	237°	6.155
(26)	237°	6.155
(27)	237°	6.155
(28)	237°	6.155
(29)	237°	6.155
(30)	237°	6.155
(31)	237°	6.155
(32)	237°	6.155
(33)	237°	6.155
(34)	237°	6.155
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(36)	237°	6.155
(37)	237°	6.155
(38)	237°	6.155
(39)	237°	6.155
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(41)	237°	6.155
(42)	237°	6.155
(43)	237°	6.155
(44)	237°	6.155
(45)	237°	6.155
(46)	237°	6.155
(47)	237°	6.155
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(88)	237°	6.155
(89)	237°	6.155
(90)	237°	6.155
(91)	237°	6.155
(92)	237°	6.155
(93)	237°	6.155
(94)	237°	6.155
(95)	237°	6.155
(96)	237°	6.155
(97)	237°	6.155
(98)	237°	6.155
(99)	237°	6.155
(100)	237°	6.155

SCHEDULE OF CURVED BOUNDARIES			
No.	CHORD		RADIUS
	BEARING	DISTANCE	
(44)	S05°35'50"	122.99	123.465
(46)	S43°05'	28.18	28.35
(48)	S18°15'50"	38.195	38.58
			79

SEE DIAGRAM 2
SHEET 3
PEG FDO
RM (GP FD
35.49' 1.005
(DP 1118847)

[illegible]

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE
- (B) RESTRICTION ON THE USE OF LAND 20 WIDE & VARIABLE
- (C) RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE
- (E) EASEMENT FOR ELECTRICITY WORKS 15 WIDE
- (F) RIGHT OF CARRIAGEWAY 5 WIDE
- (L) EASEMENT FOR SEWAGE PUMP STATION 18 WIDE
- (M) EASEMENT FOR SERVICES 5 WIDE.
- (N) EASEMENT FOR SEWER RISING MAIN 3 WIDE.

Surveyor: BRETT DOUGLAS KITTEL
Date of Survey: 1ST APRIL 2008

PLAN OF SUBDIVISION OF LOT 1 DP 1118847

LGA: MATTLAND
Locality: GILLESTON HEIGHTS

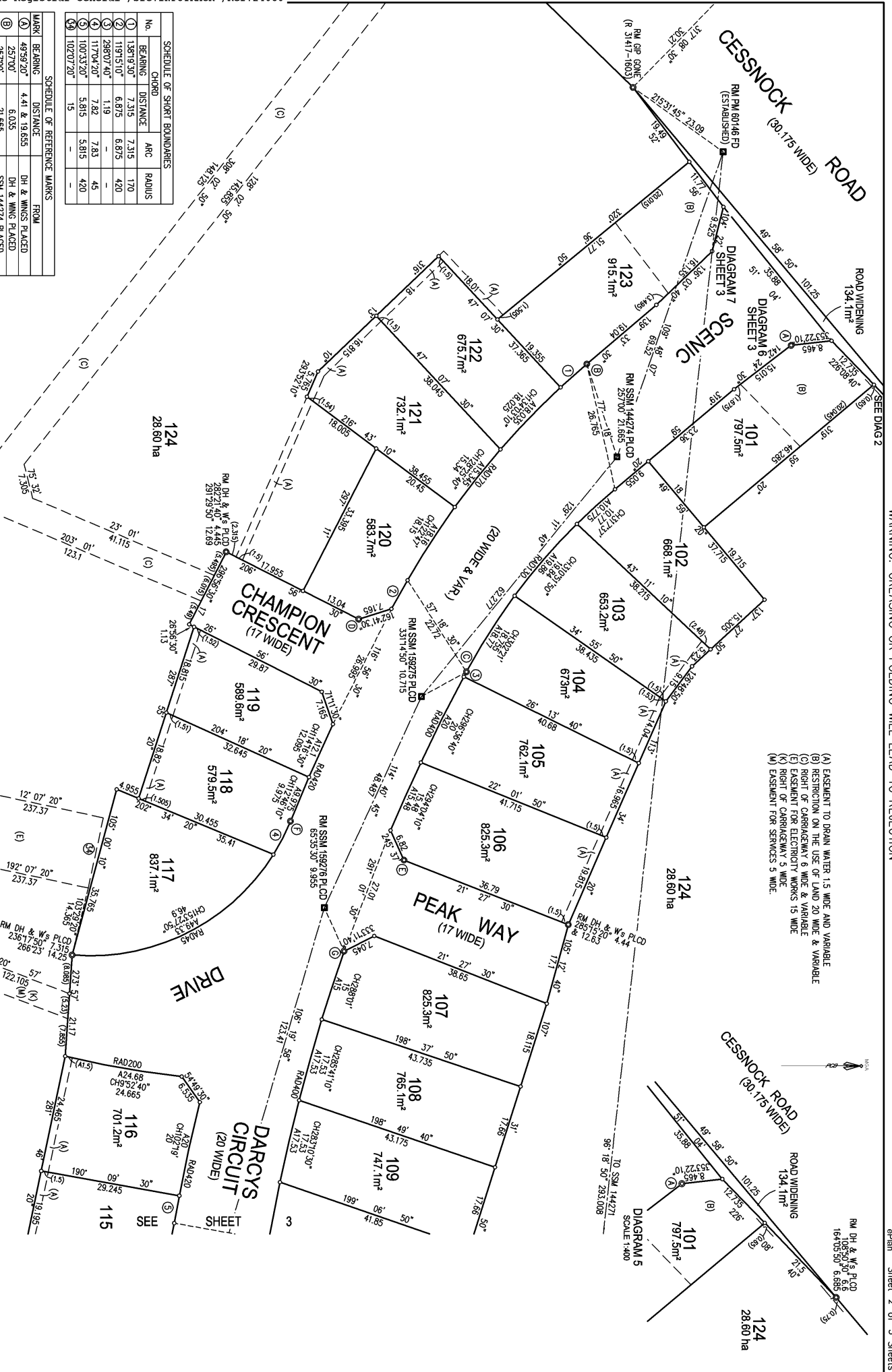
Registered: 28.5.2008

DP1117574

FOR SIGNATURES
SEALS AND
CERTIFICATES SEE
DEPOSITED PLAN
ADMINISTRATION
SHEET

SCHEDULE OF REFERENCE MARKS	
-----------------------------	--

MARK	BEARING	DISTANCE	FROM
(A)	49.59°20'	4.41 & 19.655	DH & WINGS PLACED
(B)	25°00'	6.035	DH & WINGS PLACED
(C)	25°00'	21.665	SSM 142/4 PLACED
(D)	57°58.30"	6.12 & 16.075	DH & WINGS PLACED
(E)	28°56.30"	4.155 & 12.62	DH & WINGS PLACED
(F)	28°17.30"	4.315 & 12.575	DH & WINGS PLACED
(G)	18°50.20"	6.185 & 14.9	DH & WINGS PLACED
(G)	65.55.30"	9.655	DH & WINGS PLACED



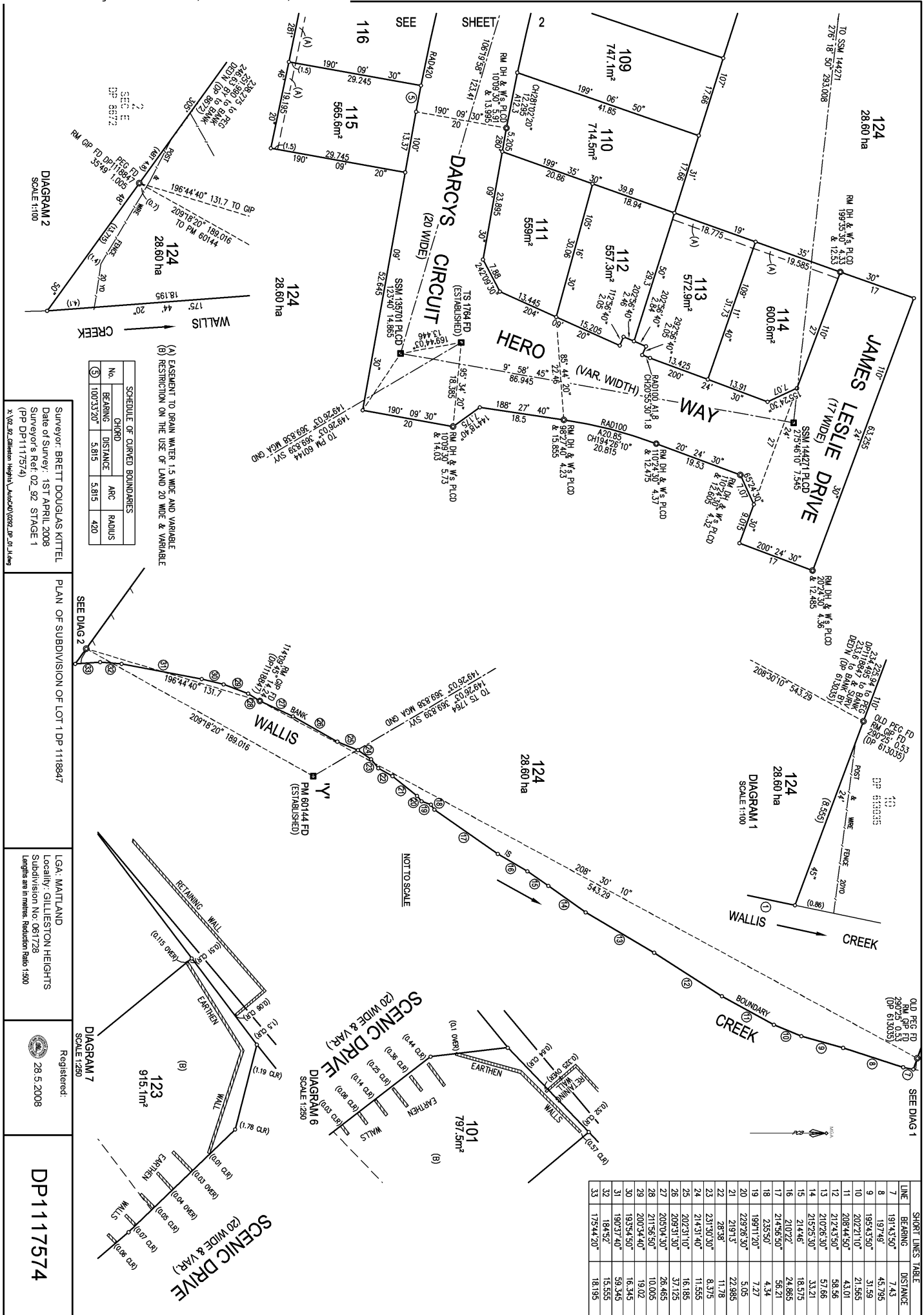
DP1117574

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

aplan

Sheet 3 of 3 Sheets



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

It is intended to dedicate Scenic Drive, Peak Way, Champion Crescent, Darcys Circuit, James Leslie Drive and Road Widening 134.1m² to the public as Public Road.

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

1. Easement to drain water 1.5 wide and variable (A).
2. Restriction on the Use of Land 20 wide and variable (B).
3. Easement for electricity works 15 wide (E).
4. Right of Carriageway 5 wide (K).
5. Easement for sewage pump station 18 wide (L).
6. Easement for services 5 wide (M).
7. Restriction on the Use of Land.
8. Restriction on the Use of Land.
9. Positive Covenant.
10. Restriction on the Use of Land
11. Right of Carriageway 6 wide & variable (C)
12. Easement for Sewer Rising Main 3 wide (R)

It is intended to Release:

1. Right of Carriageway 4 wide created by DP1118847.
2. Easement for electricity works variable width created by DP1118847.
3. Easement for electricity works 15 wide created by DP1118847.

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Subdivision Certificate

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

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

James Ellis

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: ..Maitland City Council.....

Date of Endorsement: ..9.5.08.....

Accreditation no: ..561182.....

Subdivision Certificate no: ..561182.....

File no: ..561182.....

* Delete whichever is inapplicable.

DP1117574

Registered:  28.5.2008

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1 DP1118847

LGA: Maitland

Locality: Gillieston Heights

Parish: Maitland

County: Northumberland

Surveying Regulation, 2006

I, Brett Douglas Kittel - Pulver Cooper & Blackley.....
of 98 Lawes Street, East Maitland.....
a surveyor registered under the *Surveying Act, 2002*, certify that the
survey represented in this plan is accurate, has been made in
accordance with the *Surveying Regulation, 2006* and was completed
on: 1st April 2008.....

The survey relates to ..Lots 101 to 124 inclusive.....

(specify the land actually surveyed or specify any land shown in the
plan that is not the subject of the survey)

Signature *Brett Douglas Kittel* Dated: 3/4/2008
Surveyor registered under the *Surveying Act, 2002*

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

Plans used in the preparation of survey/compilation

DP8672	DP703265
DP223616	DP1118847
DP560068	R 31417 1603
DP613035	
DP628087	

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

SURVEYOR'S REFERENCE 02/92 Stage 1 PP DP1117574 3/4/08-MCC

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 DP1118847

DP1117574

Registered:



28.5.2008

Subdivision Certificate No:

061782

Date of Endorsement:

9.5.08

* OFFICE USE ONLY

Executed on behalf of Lecom
Pty Limited (ACN 063 981 583) by
Paul Alexander Hogan pursuant to
power of sub attorney book 4528
number 846 as appointed by
stockland Development Pty Limited
(ACN 000 064 835) pursuant to
Power of attorney book 4468
number 897 in the presence of:

Jeff Bannerman
Signature of witness

JEFF BANNERMAN
Name of witness

Paul Alexander Hogan
Name of Subattorney: Paul Alexander Hogan

Position Held: Regional Manager

By executing this document the
attorney states that the attorney
has received no notice of
revocation of the power of
attorney

**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.**

ePlan
 (Sheet 1 of 13 Sheets)

Plan: **DP1117574**

Plan of Subdivision of Lot 1 DP1118847
 covered by Council Subdivision Certificate
 No. **061782** dated **4.5.08**

Full name and address of the owner of
 the land:

Lecorn Pty Ltd
 22-26 Memorial Avenue
 LIVERPOOL 2170
 ACN 063 981 582

Full name and address of the
 mortgagee of the land:

Stockland Development Pty Ltd
 ACN 000 064 835
 Level 25, 133 Castlereagh Street
 SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.5 wide & variable (A)	103 104 105 106 113 114 115 116 118 119 122 121 124	102 102,103 102, 103, 104 102, 103, 104, 105 112 112, 113 124 115, 124 117 118, 117 123, 124 122, 123, 124 121, 122, 123
2	Restriction on the use of land 20 wide and variable (B)	101, 123	Maitland City Council
3	Easement for Electricity Works 15 wide (E)	124	Energy Australia
4	Right of Carriageway 5 wide (K)	124	Hunter Water Corporation Energy Australia

**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.**

ePlan

(Sheet 2 of 13 Sheets)

Plan: DP1117574

Plan of Subdivision of Lot 1 DP1118847
 covered by Council Subdivision Certificate
 No. 061782 dated 9.5.08

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5	Easement for sewage pump station 18 wide (L)	124	Hunter Water Corporation
6	Easement for Services 5 wide (M)	124	Hunter Water Corporation
7	Restriction on the Use of Land	101-123 inclusive	Every other lot from 101-123
8	Restriction on the Use of Land	101-123 inclusive	Every other lot from 101-123
9	Positive Covenant	101, 123	Maitland City Council
10	Restriction on the Use of Land	101, 123	Maitland City Council
11	Right of Carriageway 6 wide & variable (C)	124	Energy Australia
12	Easement for Sewer Rising Main 3 wide (R)	124	Hunter Water Corporation

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway 4 wide created by DP1118847	1/1118847	Energy Australia
2	Easement for Electricity works variable width created by DP1118847	1/1118847	Energy Australia
3	Easement for Electricity works 15 wide created by DP1118847	1/1118847	Energy Australia

**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.**

ePlan

(Sheet 3 of 13 Sheets)

Plan: DP1117574

Plan of Subdivision of Lot 1 DP1118847
covered by Council Subdivision Certificate
No. 061782 dated 9.5.08

Part 2 (Terms)

**1. TERMS OF RESTRICTION ON THE USE OF LAND 20 WIDE AND VARIABLE
NUMBERED 2 IN THE PLAN**

- a) No habitable building(s) shall be permitted to be constructed in the area designated (B).

**2. TERMS OF EASEMENT FOR ELECTRICITY WORKS 15 WIDE NUMBERED 3
IN THE PLAN**

An easement is created on the terms and conditions set out in memorandum registered number AC289041.

**3. EASEMENT FOR SEWAGE PUMP STATION 18 WIDE NUMBERED 5 IN THE
PLAN**

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a sewage pumping station sewer mains or pipelines for the conveyance of sewage and water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage through the said sewage pumping station and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for sewage pumping station 18 wide delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

**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.**

ePlan

(Sheet 4 of 13 Sheets)

Plan: DP1117574

Plan of Subdivision of Lot 1 DP1118847
covered by Council Subdivision Certificate
No. 061782 dated 4.5.08

**4. TERMS OF EASEMENT , PROFIT A' PRENDRE, RESTRICTION OR POSITIVE
COVENANT NUMBERED 7 IN THE PLAN**

1. No dwelling may be effected, commenced, or permitted to remain on the land unless:
 - a. The dwelling to be erected, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the "Design Essentials" for Darcy's Peak, published by Stockland from time to time, and
 - b. The plans, elevations and schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.

Stockland will not withhold it's consent where plans, elevations, materials or finishes conform with the "Design Essentials" for Darcy's peak, published by Stockland from time to time.

**5. TERMS OF EASEMENT , PROFIT A' PRENDRE, RESTRICTION OR POSITIVE
COVENANT NUMBERED 8 IN THE PLAN**

1. In these restrictions on the use of the land numbered 8 referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be released, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction, that is to say:-

The Local Council means Maitland City Council

The Prohibited Area means:-

- (i) in the case of a lot which faces only one (1) public road, that area between the front building line of the main building erected thereon and the public road to which the said lot abuts but shall not include area which is not visible from any public road and/or place; and:

**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.**

ePlan

(Sheet 5 of 13 Sheets)

Plan: DP1117574

Plan of Subdivision of Lot 1 DP1118847
covered by Council Subdivision Certificate
No. 061782 dated 9.5.08

- (ii) in the case of a lot which faces more than one (1) public road, that area between the front building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road but shall not include any area which is not visible from any public road and/or place.

“Prohibited Item”

means any plant, machinery and/or other equipment including but without limiting the generality thereof any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof BUT shall not include any motor car, motor station wagon and/or utility that is properly registered for use on a public road.

“Stockland”

means Stockland Development Pty Limited.

2. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) days shall be deemed to have remained on the lot burdened for the period during which it was removed.
3. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
4. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
5. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
6. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.

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ePlan

(Sheet 6 of 13 Sheets)

Plan: DP1117574

Plan of Subdivision of Lot 1 DP1118847
covered by Council Subdivision Certificate
No. 061782 dated 9.5.08

7. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
8. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
9. No advertisement hoarding sign or matter of any description shall be erected or displaced on any lot burdened without the prior written consent of Stock land having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stock land BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale IF:-
 - (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
10. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.
11. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
12. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
 - (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
13. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent

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the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.

14. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
 - (i) not visible from any public road and/or place; or
 - (ii) is screened from any public road and/or place in a manner approved by Stock land.
15. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
16. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened, or appropriately screened such that it is not visible from any public road or place.
17. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
18. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless:-
 - (i) that building or those buildings are not visible from any public road and/or place; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
 - (iii) it is a garden shed which is visible from a public road and/or place where:-
 - (a) all care has been taken to ensure that the same is as least obvious as possible.
 - (b) The same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.

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6. TERMS OF POSITIVE COVENANT NUMBERED 9 IN THE PLAN.

1. The owner of the lot burdened shall preserve and maintain the approved landscaping.
2. The owner of the lot burdened shall preserve and maintain the approved boundary fencing along the Cessnock Road frontage.
3. Habitable buildings constructed on the land shall be built with regard to the acoustic report No. 29N-05-2968-TRP-150267-2 dated November 2006 prepared by Vipac Engineers & Scientists Ltd.

7. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 10 IN THE PLAN.

Direct vehicular access to or from Cessnock Road is prohibited.

8. TERMS OF EASEMENT FOR SEWER RISING MAIN 3 WIDE NUMBERED 12 IN THE PLAN

Full and free right title liberty and license for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a sewermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage, water soil through the said sewermain or pipeline and for the purposes aforesaid or any of them, by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon the servient tenement and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building(s) shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for sewer rising main 3 wide delineated 'R' in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

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**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 2, 9 &
10 IN THE PLAN.**

Maitland City Council

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 3 AND
11 IN THE PLAN.**

Energy Australia

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 4 IN
THE PLAN.**

Energy Australia & Hunter Water Corporation

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 5 & 6
IN THE PLAN.**

Hunter Water Corporation

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 7 IN
THE PLAN.**

Lecorn Pty Limited whilst ever it owns any lot or any part of a lot in the registered plan
(other than Lot 124) and for a period of three (3) years thereafter.

**NAME OF PERSON OF AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 8 IN
THE PLAN.**

Lecorn Pty Limited whilst ever it owns any lot or any part of a lot in the registered plan (other than
Lot 124) pursuant to which these restrictions were created and for a period of three (3) years
thereafter, and thereafter by the registered proprietors of the lots contained in the registered plan
pursuant to which these restrictions were created.

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Maitland City Council

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ePlan
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Plan: **DP1117574**

Plan of Subdivision of Lot 1 DP1118847
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Executed on behalf of Lecorn
Pty Limited (ACN 063 981 583) by
Paul Alexander Hogan pursuant to
power of sub attorney book 4528
number 846 as appointed by
Stockland Development Pty Limited
(ACN 000 064 835) pursuant to
power of attorney book 4468
number 897 in the presence of:



Signature of Witness

JEFF BANNERMAN

Name of witness



Name of Sub attorney: Paul Alexander Hogan
Position Held: Regional Manager

By executing this document the
attorney states that the attorney
has received no notice of revocation
of the power of attorney.

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ePlan

(Sheet 12 of 13 Sheets)

Plan: DP1117574

Plan of Subdivision of Lot 1 DP1118847
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EXECUTED for and on behalf of
ENERGYAUSTRALIA by
KATHERINE M GUNTON
its duly constituted Attorney pursuant to
Power of Attorney registered Book 4528
No. 401 in the presence of:

.....
Attorney

.....
Witness

Bridget Anne Thomson
Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

.....
Address of Witness

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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(Sheet 13 of 13 Sheets)

Plan: **DP1117574**

Plan of Subdivision of Lot 1 DP1118847
covered by Council Subdivision Certificate
No. **061782** dated **9.5.08**

HUNTER WATER CORPORATION
by its attorney


pursuant to Power of Attorney
Book **4374** No. **853**

X **SHARON LANA SMITH**

Signed in my presence by its
Attorney who is personally known
to me.


.....

Witness

Amanda Jane Coleman
.....

Name of Witness

36 Honey Suckle Drive
.....

Newcastle
.....

Address of Witness

Hunter Water Corporation

REGISTERED



28.5.2008

[illegible]

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 8th day of December, 1970.

Janaksoni

N 150938



N 151

Mo Jock
7.3.72

TREATMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE GRANTED
PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919

(Sheet 1 of 1 Sheet)

PLAN DP560068

PART 1

Subdivision covered by Church's
Deed of Conveyance No. 74/72
of 18.1.72

Full name and address of
Proprietor of the land:

Anthony (Sam) Jay Mullen of
233/235 New Campbell Road,
Maitland

1. Identity of easement or
restriction finally
notified to in the
above mentioned plan:

Right of Carriage Way 20 metres
wide

Schedule of lots etc. affected

John Burdett
101
Lots benefited
100

PART 2

Name of person empowered to release, vary or modify restriction
referred to in the above mentioned plan

The Registered Proprietor for
the time being of Lot 100

SIGNED in my presence by the
said ANTHONY JAY MULLEN:

Anthony Jay Mullen

William

For Jock, Clerk of the Court, Maitland
I, Jock, Clerk of the Court, Maitland, do hereby
certify that the above mentioned plan is a true and
correct copy of the original plan as filed in the
Registry of Deeds, Maitland, and that the same
has been duly filed in the Registry of Deeds,
Maitland, and that the same is now open for
inspection by the public at the Registry of Deeds,
Maitland.

Jock
Clerk of the Court

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 26th May, 1986



Certificate No.: PC/2021/1607

Certificate Date: 24/05/2021

Fee Paid: \$53.00

Receipt No.: 1000285

Your Reference: 24060

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack
	ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	9 James Leslie Drive GILLIESTON HEIGHTS NSW 2321
PARCEL NUMBER:	45674
LEGAL DESCRIPTION:	Lot 305 DP 1117575

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

The information provided in this Certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

All information provided is correct as at the date of issue of this Certificate, however it is possible for changes to occur at any time after the issue of this Certificate. We recommend that you only rely upon a very recent Certificate.

The following responses are based on the Council's records and/or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this Certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)

1. Local Environmental Plan (LEP)

Maitland LEP 2011, published 16 December 2011, applies to the land.

Exhibited draft Local Environmental Plans

No draft local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the Environmental Planning and Assessment Act, 1979.

The land is affected by the following State Environmental Planning Policies:

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017

- SEPP (Coastal Management) 2018

Draft State Environmental Planning Policies

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act:

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

2. Zoning and land use under relevant LEPs

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

R1 General Residential

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

R1 General Residential

a) Purpose/Objective

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- To enable other land uses that provide facilities or services to meet the day to day needs of residents

b) Permitted with Consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks;

Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

e) Land dimensions to permit the erection of a dwelling house on the land

For the land zoned R1 General Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

f) Critical Habitat

No Local Environmental Plan or draft Local Environmental Plan identifies the land as including or comprising critical habitat.

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

Complying development under the **Low Rise Medium Density Housing Code** may be carried out on the land. Complying development under the **Greenfield Housing Code** may be carried out on the land, but only if the land is identified on the *Greenfield Housing Code Area Map* issued by the NSW Department of Planning and Environment.

Complying development under the **Rural Housing Code** may not be carried out on the land as it is not within an applicable zone.

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

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

Complying development under the **Commercial and Industrial Alterations Code** may be carried out on the land.

Complying development under the **Commercial and Industrial (New Buildings**

and Additions) Code may not be carried out on the land as it is not within an applicable zone.

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

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

Complying development under the **Fire Safety Code** may be carried out on the land.

Complying development under the **Container Recycling Facilities Code** may not be carried out on the land.

Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

5. Coal Mine Subsidence Compensation Act 2017

The land has NOT been proclaimed to be within a Mine Subsidence District under the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

6. Road widening and road realignment

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.
- b) The land is NOT affected by any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

7. Council and other public authority policies on hazard risk restrictions

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 of the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the Table to this clause are proposed on land shown on the Maitland LEP 2011 Acid Sulfate Soils Map as being of the class specified for those works.

The Council has adopted a Contaminated Lands Policy to provide a framework to appropriately manage land contamination risk through the land use planning process. This Policy seeks to ensure that changes in land use will not increase the risk to human health or the environment. The Policy applies to all land in the

Maitland Local Government Area.

7A. Flood Related Development Controls

Development on this land or part of this land for the purposes of dwelling houses, attached dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Development on this land or part of this land for any other purpose is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Information given in relation to flooding is based upon Council's adopted 1:100 ARI (Average Recurrent Interval) flood event.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard.

8. Land Reserved for Acquisition

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. Contribution Plans

The following contribution plan(s) apply to the land:

- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

The Council is not aware if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the *Biodiversity Conservation Act 2016*.

10A. Native Vegetation clearing set asides

The Council is not aware if the land contains a set aside area under 60ZC of the *Local Land Services Act 2013*.

11. Bushfire Prone Land

The land is NOT identified as being bushfire prone land.

12. Property vegetation plans

The Council has not received any notification from Hunter Local Land Services that this land is affected by a property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

13. Order under Trees (Disputes between Neighbours) Act 2006

Council has NOT received notification from the Land and Environment Court of NSW that the land is affected by an Order under Trees – (Disputes Between Neighbours) Act 2006.

14. Directions under Part 3A

There is NO direction by the Minister under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 (other than a project of a class prescribed by the regulations) of the Act does not have effect.

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

Council is unaware of whether a current Site Compatibility Certificate issued under Clause 25 of the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 has been issued for the land.

b) Conditions of Development Consent since 11 October 2007

No development consent has been granted for the development permitted under State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 after 11 October 2007.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Council is unaware of whether a valid Site Compatibility Certificate has been issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 for the land.

17. Site compatibility certificates and conditions for affordable rental housing

Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

18. Paper subdivision information

There is no development plan that applies to the:

- 1) Land or that is proposed to be subject to a consent ballot
- 2) There is no subdivision order that applies to the land.

19. Site verification certificates

Council is not aware of any current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

There are no premises on the subject land listed on the register.

21. Affected building notices and building product rectification orders

The Council is NOT aware of any affected building notice which is in force in respect

of the land.

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

The Council is NOT aware of any notice of intention to make a building product rectification order being given in respect of the land and that is outstanding.

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.

Contaminated Land

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
 - b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
 - c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
 - d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
 - e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.
-

David Evans
General Manager



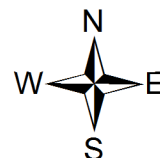
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

9 JAMES LESLIE

GILLIESTON HEIGHTS NSW

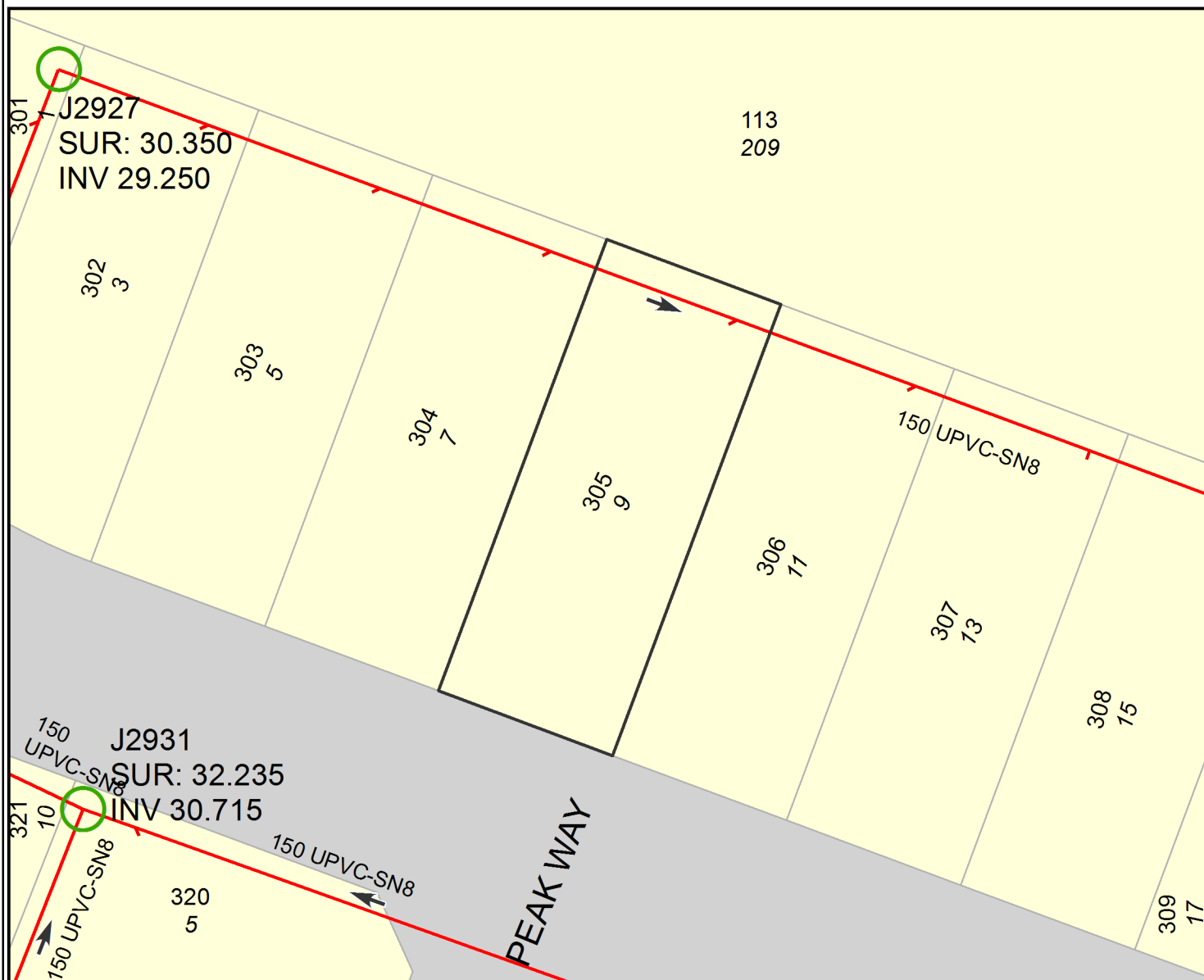
APPLICATION NO.: 1406417

APPLICANT REF: M 24060

RATEABLE PREMISE NO.: 7533399208

PROPERTY ADDRESS: 9 JAMES LESLIE DR GILLIESTON HEIGHTS 2321

LOT/SECTION/DP:SP: 305//DP 1117575



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

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

IMPORTANT:

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

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

Date: 21/05/2021

Scale at A4: 1:500

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

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

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2010

(SUITABLE FOR A TENANCY WHERE THE TERM OF RESIDENTIAL TENANCY AGREEMENT DOES NOT EXCEED 3 YEARS)

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant should be given time to read this agreement (including the completed condition report which should be completed before or when giving this agreement to the tenant to sign) and to obtain appropriate advice if necessary.
2. A landlord or landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) published by NSW Fair Trading before the tenant enters into the residential tenancy agreement.
3. If this agreement has a fixed term of more than 3 years, it must be annexured to the form approved by the Registrar-General for registration under the *Real Property Act 1900*. In that circumstance, the parties should seek their own independent legal advice to ensure this agreement is in a registrable form.

This agreement is made on / / at between

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

Name /s Kathryn Stockwell C/- Belle Property Hunter Valley

A.B.N. (if applicable)

Contact Details C/o-TRE Investments Group Pty Ltd T/As- Belle Property Management Care of Agent ☒ Yes ☐ No

C/o - 43 Elgin Street, Maitland NSW 2320

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

Jamie Lee & Mariano Ezequiel Lobos Gorman & Lobos, Email: jlgbroeeo1813@outlook.com, M: 0477714803

Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

LANDLORD'S AGENT DETAILS *[Insert name of landlord's agent (if any) and contact details]*

Licensee TRE Investment Group Pty Ltd

Trading as Belle Property Management Hunter Valley

A.B.N. 50 611 597 418

Address 43 Elgin Street

Maitland, NSW

Postcode 2320

Phone 02 4944 5644 Fax Mobile 0414342121 Email emmakate.hart@belleproperty.com

TENANT'S AGENT DETAILS *[Insert name of tenant's agent (if any) and contact details]*

If appointed, all notices and documents given to the tenant must also be given to the tenant's agent

Name /s A.B.N.

Address

Postcode

Phone Fax Mobile Email

TERM OF AGREEMENT

The term of this agreement is: weeks / months / years

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

RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address 9 James Leslie Dr

Suburb Gillieston Heights

State NSW

Postcode 2321

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

RESIDENTIAL TENANCY AGREEMENT

Note: If the premises include a garage, the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

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]*

--

RENT

The rent is \$455.00 per week payable in advance starting on 14 / 1 / 2020 .

The method by which the rent must be paid:

(a) to Belle Property Hunter Valley at 43 Elgin St, Maitland NSW 2320 by cash or cheque, or

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

BSB number: 182222 Account number: 303811046

Account name: Belle Property Hunter Valley

Payment reference: 0037165305, or

(c) as follows: DEFT Biller Code 4481, Internet banking

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

RENTAL BOND *[cross out if there is not going to be a bond]*

A rental bond of \$1,820.00 must be paid by the tenant on signing this agreement.

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

IMPORTANT INFORMATION**MAXIMUM NUMBER OF OCCUPANTS**

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

URGENT REPAIRS

Nominated tradespeople for urgent repairs and their contact details:

Electrical repairs:	Aussie Sparkys	Telephone: 0431 414 788
Plumbing repairs:	JCF Plumbing and Sewer Jetting	Telephone: 0432 647 469
Other repairs:	Maitland Locksmiths	Telephone: 0249 333 303
--		

WATER USAGE

Will the tenant be required to pay separately for water usage? Yes ☐ No ☐ If yes, see clauses 11 and 12.

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes ☐ No ☒ If yes, see clause 35 and clause 56.

CONDITION REPORT

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

TENANCY LAWS

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

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

6. The landlord and the tenant agree:

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

RENT REDUCTIONS

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

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

9. **The landlord agrees** to pay:
- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
 - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees** to pay:
- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
 - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
 - 10.3 all charges for pumping out a septic system used for the residential premises, and
 - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

10.5.1 are separately metered, or

10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

11.2 the landlord gives the tenant at least 21 days to pay the charges, and

11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

11.4 the residential premises have the following water efficiency measures:

11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,

11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,

11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

POSSESSION OF THE PREMISES

13. The landlord agrees:

13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

14. The landlord agrees:

14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

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

USE OF THE PREMISES BY TENANT

15. The tenant agrees:

15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

15.2 not to cause or permit a nuisance, and

15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. The tenant agrees:

16.1 to keep the residential premises reasonably clean, and

16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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

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

17.1 to remove all the tenant's goods from the residential premises, and

17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

17.4 to remove or arrange for the removal of all rubbish from the residential premises, and

17.5 to make sure that all light fittings on the premises have working globes, and

17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:

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

18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

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

19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

RESIDENTIAL TENANCY AGREEMENT

- 19.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

SALE OF THE PREMISES

20. The landlord agrees:

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

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

22. The landlord and tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 23.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2** if the Civil and Administrative Tribunal so orders,
- 23.3** if there is good reason for the landlord to believe the premises are abandoned,

- 23.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10** if the tenant agrees.

24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

- 24.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3** must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. The tenant agrees:

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

28. The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

29. The landlord agrees:

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

RESIDENTIAL TENANCY AGREEMENT

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

30. The tenant agrees:

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

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. The landlord and tenant agree that:

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. The landlord agrees:

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

- 34.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

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

SWIMMING POOLS

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

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

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

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

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

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

RESIDENTIAL TENANCY AGREEMENT

LOOSE-FILL ASBESTOS INSULATION

40B. The Landlord agrees:

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable and, if not applicable, note clauses 54.2(a) and 54.2(c)]

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

- 41.1** if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2** if the fixed term is for more than 3 years,
 \$----.

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

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord, an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Also refer to clauses 52, 53, 54 and 55 for termination of this agreement.

Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

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

ADDITIONAL TERM - PETS

- 43. The tenant agrees** not to keep animals on the residential premises without first obtaining the written consent of the landlord and, if applicable, the body corporate, community association or board of directors.
- 44. The landlord agrees** that the tenant may keep the following animals on the residential premises unless otherwise prohibited by a strata by-law, community title rule, company title rule and / or management statement, or under a law relating to health or other applicable law:

45. The tenant agrees to:

- 45.1** have the carpet professionally cleaned and to have the residential premises treated by a professional pest control provider / entity if animals have been kept on the residential premises during the tenancy;
- 45.2** repair any damage caused by animals kept on the residential premises;
- 45.3** upon request, and in the form of evidence elected, by the landlord or landlord's agent, provide to the landlord or the landlord's agent (as the case may be) evidence that the tenant has complied with clauses 45.1 and 45.2 of this agreement; and
- 45.4** indemnify the landlord in respect of all claims arising out of or in connection with any damage, costs or personal injuries caused or contributed to by:
- (a) any animals kept by the tenant on the residential premises; and
 - (b) any animals moving, or being moved by someone, across the residential premises and any common areas.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

- 46.** The landlord and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated / / (insert a date if the landlord and tenant agree to this clause) forms part of this agreement.

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

- 47.** Further to clauses 15 and 16 and subject to any applicable by-law, **the tenant agrees:**
- 47.1** to use the residential premises for residential purposes only;
- 47.2** 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;
- 47.3** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 47.4** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.5** to wrap up and place garbage in a suitable container;
- 47.6** 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;
- 47.7** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 47.8** 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;
- 47.9** 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;
- 47.10** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

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- 47.11** 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;
- 47.12** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 47.13** 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
- 47.14** 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

48. The tenant agrees:

- 48.1** 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
- 48.2** 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

49. The tenant agrees:

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

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

ADDITIONAL TERM - OCCUPANTS

51. The tenant agrees:

- 51.1** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 51.2** 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

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

53. The tenant agrees:

- 53.1** 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 17 of this agreement; and
- 53.2** that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) 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.

54. Notwithstanding any termination of the agreement, the tenant acknowledges and agrees that:

- 54.1** 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;
- 54.2** if the tenant terminates this agreement before the expiry of the fixed term and if clauses 41 and 42 regarding the break fee are deleted (and, therefore, do not apply), subject to the parties' obligations to mitigate their losses:
- (a) the tenant must:
 - (i) reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and
 - (ii) pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first), and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act 2010*;
 - (b) the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and
 - (c) the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacant possession is provided by the tenant; and
- 54.3** the landlord is entitled to claim damages for loss of bargain in the event of a termination of this agreement on the grounds of a breach.

55. The landlord and the tenant agree that:

- 55.1** 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;
- 55.2** 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; and
- 55.3** the landlord's entitlement to claim damages for loss of bargain pursuant to clause 54.3 and the tenant's obligation to pay rent as and when it falls due are fundamental and essential terms of this agreement.

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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

56. The tenant acknowledges and agrees:

- 56.1** 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;
- 56.2** 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;
- 56.3** 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
- 56.4** 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.

ADDITIONAL TERM - SWIMMING POOLS

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

~~57. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

- ~~57.1 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;~~
- ~~57.2 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;~~
- ~~57.3 to keep the water level above the filter inlet at all times;~~
- ~~57.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~
- ~~57.5 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~~
- ~~57.6 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**):

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

58.1 the rent will be increased to

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

58.2 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.

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

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

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

59.1 the rent will be increased to

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

59.2 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.

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

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**
60. For avoidance of doubt:

- 60.1** a condition report which accompanies this agreement, forms part of this agreement;
- 60.2** 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; and
- 60.3** if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS
61. The tenant agrees:

- 61.1** to reimburse the landlord, within 30 days of being requested to do so, for:
 - (a) 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;
 - (b) 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
 - (c) 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;
- 61.2** 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 38 of this agreement;
- 61.3** 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; and
- 61.4** where the residential premises are subject to the *Strata Schemes Management Act 2015* or the *Strata Schemes Development Act 2015* to immediately notify the landlord or the landlord's agent of:
 - (a) any windows in the residential premises that do not have any locks or other window safety devices; or
 - (b) any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

so that the landlord or landlord's agent can ensure compliance with section 118 of the *Strata Schemes Management Act 2015* with respect to window safety devices.

ADDITIONAL TERM - TENANCY DATABASES

- 62. 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]

- 63. 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

- 64. 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.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

- 65.** Where the tenant has been provided with the requisite notice pursuant to clause 23.8 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.
- 66. 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 23.

ADDITIONAL TERM - PRIVACY POLICY

- 67.** 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:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) 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;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) 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, and 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 - ADDITIONAL TERMS AND CONDITIONS

68. The landlord and tenant acknowledge that:

- 68.1** 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; and
- 68.2** 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 2010* (NSW) or any other Act; and
 - (b) they are not inconsistent with the standard terms and conditions of this agreement.

69. The landlord and tenant jointly and severally indemnify and hold harmless: The Real Estate Institute of New South Wales (**REINSW**) in relation to any actions, proceedings, claims, losses, costs and damages which REINSW suffers, incurs or becomes liable for and which arise directly or indirectly from or are in connection with any additional terms and/or conditions that are included in an 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
 - (iii) 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.

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). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

6. Warning

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

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

All signatories to this agreement consent to it being entered into and signed online.

SIGNED BY THE LANDLORD

in the presence of:

(Name of witness)

(Signature of landlord)

(Signature of witness)

SIGNED BY THE TENANT

in the presence of:

(Name of witness)

(Signature of tenant)

(Signature of witness)

in the presence of:

(Name of witness)

(Signature of tenant)

(Signature of witness)

in the presence of:

(Name of witness)

(Signature of tenant)

(Signature of witness)

in the presence of:

(Name of witness)

(Signature of tenant)

(Signature of witness)

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

(Signature of tenant)

(Signature of tenant)

(Signature of tenant)

(Signature of tenant)

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

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

New tenant checklist

What you must know before you sign a lease

At the start of every tenancy, your landlord or agent should give you:

- a copy of this information (*the New tenant checklist*)
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- an invitation to lodge the bond using Rental Bonds Online (RBO). Or, if you are unable to use RBO, a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

If applicable, you should also receive:

- a certificate of compliance for a swimming pool (more on that later)
- a copy of the by-laws, if the property is in a strata complex
- notification if the premises has been listed on the Loose-Fill Asbestos Insulation Register (more on that later)
- notification of any other material fact relating to the premises (more on that later).

Before you sign the lease, make sure you read it thoroughly. If there is anything in the lease that you do not understand, ask questions.

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.

You should only sign the lease when you can answer Yes to the following statements.

The lease

- ☐ I have read the lease and asked questions if there were things I did not understand.
- ☐ I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

- ☐ I know 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 know that any additional terms to the lease must be negotiated before I sign.
- ☐ I have checked that all additional terms to the lease are legal. For example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

For any promises made by the landlord or agent (for example, replace the oven, 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 lease) that they will be done.

Upfront costs

I am **not** being required to pay:

- ☐ more than 2 weeks rent in advance, unless I freely offer to pay more
- ☐ more than 4 weeks rent as a rental bond.

I am **not** being charged for:

- ☐ the cost of preparing my lease
- ☐ the initial supply of keys and security devices to each tenant named on the lease.

Managing your bond online

Your landlord or agent **must** give you the option to use Rental Bonds Online (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 NSW Fair Trading.

Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord or agent must give you a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years. This does not apply if you are renting in a strata or community scheme of more than 2 lots.

Property containing loose-fill asbestos insulation

Properties in NSW that test positive for loose-fill asbestos insulation will have the property address included in a public register (available on the NSW Fair Trading website). If a property has been listed on this public register, the agent or private landlord must disclose this information to new tenants. The following section lists the other information that must be provided to tenants before they sign a lease.

What tenants must be told

Sometimes a residential property has something in its history that you should know. If the landlord or agent is aware of any of the following facts, they must inform you:

- if the property:
 - has been affected by flooding or bushfire in the previous 5 years
 - has significant health or safety risks (unless they are obvious when you inspect the property)
 - has been the scene of a violent crime in the previous 5 years
- 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 council waste services on a different basis to other premises in the area
- is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

After you move in

- Fill in your part of the condition report and make sure you return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you lodged the bond using RBO, make sure you receive an email or SMS notification from Fair Trading confirming your bond has been received. If the bond was not lodged using RBO, make sure you get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number.

If you do not receive an email, SMS notification or letter, call NSW Fair Trading to make sure the bond has been lodged.

Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- 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.
- Keep a copy of your lease, 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 it later.

- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises that ends up in the NSW Civil and Administrative Tribunal (NCAT).
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- 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 place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave and can help to lock in the rent for the next period of time.

www.tenants.org.au for details of your nearest service or check your local phone directory.

Landlords and agents must give a copy of this information statement to all new tenants before they sign a residential lease. Fines can be imposed if this is not done.

Further information

Go to the Fair Trading website 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. Go to the Tenants Union website at

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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Email Service of Notices and Documents Consent Form

Notes:

1. **Use this form where service by email applies to notices or documents and where consent is required for confirmation of email service of such notices and documents.**
2. **If the Tenant/s or Principal/s (as applicable) has not signed this consent form, the Agent should not infer consent to email service merely from the receipt or response to emails from the Tenant/s or Principal/s (as applicable).**
3. **Once the Tenant/s or Principal/s (as applicable) withdraws their consent to email service of notices and documents, by providing written notice to the Agent, no further notices or other documents are to be served by email.**

Date 8/01/2020

I/We, Jamie Lee & Mariano Ezequiel Lobos Gorman & Lobos and _____
 consent to all notices and documents relevant to the proposed sale, purchase, management or letting (as applicable) of
9 James Leslie Dr

Gillieston Heights State NSW Postcode 2321 ("Property")

being served electronically via email to

jlgbroeeo1813@outlook.com and _____

Where the Property is subject to a tenancy agreement or agency agreement, I/we consent to the service of notices and documents required to be given or served in respect of or under the agreement for the Property including but not limited to a termination notice, notice of intention to sell, notice of access/inspection/entry and a notice of rent increase.

I/We, Jamie Lee & Mariano Ezequiel Lobos Gorman & Lobos and _____

acknowledge that by providing an email address and signing this form, I/we consent to

TRE Investment Group Pty Ltd

updating my /our details of the method of communication (including my /our email address(es)) on all relevant documents for the purpose of email service of notices and other documents.

Unless I/we advise the Agent in writing that the email address(es) changes, the Agent can assume the email address(es) in this consent form remains unchanged.

I/we acknowledge that I/we may withdraw my /our consent to email service of notices and documents by giving written notice to the Agent.

Signatures of the consenting party /s:

 Date: _____ Date: _____

Please return this signed form to the Agent:

Agent: TRE Investment Group Pty Ltd

Trading as: Belle Property Management Hunter Valley

Address: 43 Elgin Street

Maitland, NSW

Postcode 2320

Phone: 02 4944 5644 Fax: _____ Mobile: 0414342121

Email: emmakate.hart@belleproperty.com