

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Pulse Property Level 3, 12 Central Road, Miranda NSW 2228 Email: michelle@pulseproperty.com.au	Ref: Michelle King
co-agent		
vendor	Ting Lee	
vendor's solicitor	Di Lizio & Associates Level 2, Suite 13, 2 Cross Street, Hurstville NSW 2220 Email: grace@dilizio.com.au	Phone: 02 9586 0766 Ref: GG:210023
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	92 Belgrave Esplanade, Sylvania NSW 2224 Lot 5 in Deposited Plan 217269 Folio Identifier 5/217269	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> 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

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 30):

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 an *GSTRW payment* (residential withholding payment)

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's 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

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off-the-plan contract <input type="checkbox"/> 58 other document relevant to off-the-plan contract <p>Other</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 59 66W Certificate
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Electronic Consent

To Ting lee (**vendor**)

Property 92 Belgrave Esplanade, Sylvania NSW 2224

I/We consent to receiving the sale of land contract for the property and other notices and documents electronically.

I/We also consent to:

1. Being identified by providing a copy of a photographic identification document to the Vendor or the Vendor's agent and;
2. Entering into the sale of land contract for the property by signing my name on the contract electronically, using a tablet or other electronic device.

Date:

Signed by the Purchaser/s:

Signed on behalf of the purchase by his or her

attorney under power of attorney:

Signed by the purchaser pursuant to section

127 of the corporations act 2001 (Cth):

Secretary/Director

Print name

Director

Print name

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 – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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.

92 Belgrave Esplanade SYLVANIA NSW 2224

SECTION 66W CERTIFICATE

I,
of _____,
certify as follows:

1. I am a _____ currently admitted to
practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with
reference to a contract for the sale of property at 92 Belgrave Esplanade, Sylvania NSW 2224,
from **Ting Lee**
to _____
in order that there is no cooling off period in
relation to that Contract.
3. I do not act for **Ting Lee** and am not employed in the legal practice of a solicitor acting for **Ting
Lee** nor am I a member or employee of a firm of which a Solicitor acting for **Ting Lee** is a member
or employee.
4. I have explained
to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period
in relation to the Contract.

Dated: _____

SPECIAL CONDITIONS TO THE CONTRACT FOR THE SALE AND PURCHASE OF LAND

33. Inconsistency

If there is any conflict or inconsistency between the following special conditions and the provisions of the printed **clauses 1 to 31** (inclusive) of this contract, the following additional clauses shall prevail to the extent of such conflict or inconsistency.

34. Amendments to printed clauses 1 to 31

The following printed clauses of the Contract for the Sale and Purchase of Land – 2019 edition are amended as follows:

- (a) **Clause 7.1.1** is amended by replacing “5%” with “1%”
- (b) **Clause 8.1.1** is amended by deleting the words “on reasonable grounds”.
- (c) **Clauses 10.1** and **10.3** are amended by inserting the words “or delay completion” after the word “terminate”;
- (d) **Clause 10.2** is deleted and replaced with “The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or delay completion only because of a defect in title to or quality of the inclusions”;
- (e) **Clause 14.4.2** is amended by deleting the word “not”;
- (f) **Clause 15** is amended by inserting “3:30pm on” after the word “by”;
- (g) **Clause 16.8** is deleted;
- (h) **Clause 23.13** is amended by replacing the word “vendor” with the word “purchaser”, and replacing the word “7 days” with the word “14 days”;
- (i) **Clause 24.3.1** is amended by inserting the words “At the purchaser’s cost,” at the beginning of the clause and the words “and audited” are deleted;
- (j) **Clause 24.3.3** is deleted;
- (k) In **Clause 24**, the following **sub-clause 24.4.6** is added:
 - “24.4.6 the purchaser shall not be entitled to make any objection, requisition or claim, nor shall the purchaser be entitled to refuse to complete this contract, should:
 - (i) any tenant have terminated the lease or vacated the property;
 - (ii) any tenant have defaulted in the performance of its obligations under the lease; or
 - (iii) the vendor not have possession or control of any certificate, statement or document otherwise required to be given to the purchaser pursuant to clause 24.4.3.”
- (l) **Clause 25** is deleted; and
- (m) **Clause 31** is amended as follows:
 - a. **clause 31.4** is deleted; and
 - b. **clause 31.5** is amended by inserting the words “and the purchaser must not withhold the *remittance amount*” at the end of the clause.

35. Introduction by real estate agent

The purchaser warrants to the vendor that the purchaser has not been introduced to the property or to the vendor either directly or indirectly by any real estate agent or other person (other than the agent or agency, if any, specified in this contract). The purchaser shall indemnify and must keep indemnified the vendor to the extent that this indemnity shall not merge or be extinguishing on completion of this contract, against any claim for the commission by any real estate agent or other person arising out of any such introduction of the purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the vendor.

36. Exclusion of representations and warranties

The purchaser acknowledges and warrants that:

- (a) this contract constitutes the entire and complete agreement and understanding between the parties, and the purchaser obtains independent legal advices, completely understands and accepts all terms and conditions contained in this contract when entering into the contract;
- (b) it’s the purchaser’s due diligence to ascertain all pages of all prescribed documents required to be contained in this contract by the *Conveyancing (Sale of Land) Regulation 2017* (the “Regulation”) have been included, and the purchaser is not entitled to make a claim or rescind or terminate the contract or delay completion because of any prescribed documents or pages pursuant to any provisions under the Regulation after the contract date; and
- (c) subject to law which cannot be excluded or limited by this contract, there is no other understanding, agreement, arrangement, correspondence, warranty, term, promise or representation (whether express or implied or whether in writing, verbal or by conduct) in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties with respect to any of the matters to which this contract relates.

37. Purchaser acknowledgements

- 37.1 The purchaser acknowledges and warrants that the purchaser when entering into this contract relied exclusively on the following matters independently of any promises, statements, inducements, warranties or representations made by or on behalf of the vendor (including by any estate agent)

which are not stated in this contract, and that following the making of the following investigations and enquiries, the purchaser is satisfied that the provisions of this contract are fair and reasonable:

- (a) the inspection of and investigations relating to the property and any common, community, precinct or neighbourhood property made by or on behalf of the purchaser including opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees;
 - (b) the provisions expressly contained in this contract;
 - (c) skill and judgment of the purchaser and any of its consultants and representatives; and
 - (d) the reasonableness or accuracy or amount of any budget, feasibility, tenancy payments, financial return, income or expenses relating to the property.
- 37.2 The purchaser acknowledges and agrees to buy the property (and any inclusions, improvements, or alterations if applicable contained):
- (a) in its present condition and state of repair;
 - (b) to and with knowledge of all defects, latent and patent, including the location and condition of any fence;
 - (c) subject to any infestations and dilapidation;
 - (d) to the *Conveyancing (Sale of Land) Regulation 2017*:
 - i. subject to any non-compliance with the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and the regulations and any ordinance under those Acts in respect of any building and structure on the property; and
 - ii. subject to any encroachment by or upon the property;
 - (e) subject to any residential building work previously carried out on the property;
 - (f) subject to compliance or non-compliance with any notice or order issued by strata corporation or local authority in relation to any improvements or alterations or building works (if applicable) prior to completion date;
 - (g) subject to the availability or non-availability of any smoke alarms or any other fire alert or suppression system installed in the property;
 - (h) subject to any damage or depreciation resulting from fair wear and tear between the contract date and completion; and
 - (i) in reliance on its own inspection, investigation, knowledge and enquiries in relation to the property and any common, community, precinct or neighbourhood property.
- 37.3 The purchaser acknowledges that the vendor has not made and does not make any representation or warranty as to the state of repair, serviceability, decay, safety or operation of the inclusions and of any appliance, element, motor, system, chattel or fixture in the property and the purchaser shall accept the same on completion in the same condition as at the date of this contract. The vendor needs not give formal delivery of the inclusions or provide any instructions, warranties or manuals for any such appliances, systems or services, nor is the vendor responsible for any loss or breakdown, malfunction or fair wear and tear occurring to any item referred to in **clause 37.3** after the contract date.
- 37.4 The purchaser shall engage a qualified person to undertake (if the vendor or the vendor's real estate agent has not provided herein):
- (a) a building and pest inspection of the property; and/or
 - (b) if the land (or any part of it) is a lot in a strata, neighbourhood, precinct or community, an inspection of the records and documents in the possession, custody or of the owners corporation or relating to the scheme or any higher scheme.
- If the purchaser does not undertake such an inspection(s) or his/her own enquiries, the purchaser must not make a claim, requisition or objection, or rescind or terminate this contract or delay completion because of any matter which would, could or may have arisen or been discovered from such an inspection(s) or enquiries.
- 37.5 The purchaser must not make a claim, requisition or objection, or rescind or terminate this contract or delay completion because of any matter in relation to this **clause 37**, nor shall the purchaser require the vendor to carry out any work on the property after the date of the contract.

38. Services

The purchaser acknowledges that it is buying the property and will take title of the property subject to any existing plumbing, water, sewerage, drainage, gas, electricity, telephone and other services (hereinafter referred to as **any service**) and must not make any claim, requisition or objection, or rescind or terminate this contract or delay completion in respect of:

- (a) the nature, location, availability or non-availability of and any defects to any service;
- (b) any service is a joint service with any other property or properties;
- (c) if any service for any other property or properties pass through, over or under the property and vice versa;
- (d) whether or not the property and any service is subject to or has the benefit of any rights, easements or agreements; or

- (e) anything noted in or arising from the service location diagram and/or sewerage service diagram attached to this contract. The vendor does not promise, represent or state that such diagram(s) is/are accurate or current.

The purchaser must not make a claim, requisition or objection, or rescind or terminate this contract or delay completion because of any matter in relation to this **clause 38**.

39. Capacity

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this **clause 39** not been included in this contract, should either party (or one of them if there be more than one vendor and/or more than one purchaser) prior to completion:

- (a) being a company:
 - i. resolves to go or enters into liquidation;
 - ii. has an application for its winding up filed;
 - iii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
 - iv. has a liquidator, receiver or official manager of it appointed or otherwise become an externally-administered body corporate within the meaning of the *Corporations Act 2001* (Cth);
 - v. is unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth); or
 - vi. deregisters itself; or
- (b) if a natural person:
 - i. is or becomes bankrupt;
 - ii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
 - iii. is or becomes mentally ill; or
 - iv. dies,

then either party may rescind this contract and if the purchaser is not otherwise in default under this contract, the provisions of **clause 19** will apply. If any of the events in subclauses (a), b(i) and b(ii) occur, they constitute a breach of this contract for the purposes of **clause 19.2.3**.

40. Delay in completion

- 40.1 If the vendor is ready, willing and able to complete this contract but completion does not occur on or before completion date prescribed in the contract, then from that date (or, if the vendor is not ready and willing to complete this contract on that date, from such later date on which the vendor is ready and willing to complete this contract and serve a completion notice on the purchaser) and up to and including the date of actual completion, the purchaser must pay to the vendor interest on the balance of the price and any other monies payable under this contract at the rate of 10% per annum calculated on a daily basis.
- 40.2 The purchaser acknowledges that payment of interest in accordance with **clause 40.1** is an essential term of this contract.
- 40.3 The parties acknowledge that such interest is a genuine pre-estimate of the damages which the vendor may suffer by the delay in completion.
- 40.4 The vendor is not obliged to complete this contract if the purchaser does not pay interest in accordance with **clause 40.1**.
- 40.5 Despite any other provision of this contract, if:
 - (a) the date for completion is a date on or before 31 December of a given year;
 - (b) completion occurs after 31 December of the given year not due to an act or omission of the vendor; and
 - (c) the vendor has paid or is liable to pay land tax on the property for the year when completion occurs,the purchaser must pay to the vendor on completion in addition to the balance of the price the land tax in accordance with **clause 14**. For the avoidance of doubt, this **clause 40.5** applies even if this contract states that land tax is not adjustable.
- 40.6 This **clause 40** applies without prejudice to any other rights, powers and remedies of the vendor.

41. Notice to complete and costs

- 41.1 If either party is unable, not ready or unwilling to complete by the date for completion, the other party is entitled at any time after completion date to serve a notice to complete.
- 41.2 If a notice to complete is served pursuant to **clause 41.1** and the notice requires completion to take place in fourteen (14) days or more after it is served then that time for completion will be the essence of this contract.
- 41.3 The parties acknowledge and agree that fourteen (14) days will be accepted by them as reasonable and sufficient period for the purpose of the notice to complete which either of them may become entitled to serve pursuant to this contract.
- 41.4 A party who issues a notice to complete may at any time withdraw that notice without prejudice to that party's continuing right to issue a further notice to complete.
- 41.5 If:

- (a) the vendor serves a notice to complete; or
 - (b) the purchaser cancels or fails to settle on a date agreed to by the parties;
- the purchaser must pay to the vendor, in addition to other payments by the purchaser under or in relation to this contract, by way of bank or solicitor trust cheque, or by electronic funds transfer on completion costs in the sum of \$330.00 (GST inclusive) for each notice to complete the vendor has served or attempted to serve, \$220.00 (GST inclusive) for each time settlement is rescheduled to a day after the agreed settlement date. Such payments are essential terms of this contract.
- 41.6 The vendor is not regarded as unable, not ready or unwilling to complete because of the existence of any charge on the property and is entitled to serve a notice to complete on the purchaser despite the existence of any charge on the property at the time the notice is served or at any time after.
 - 41.7 If the vendor is unable, not ready or unwilling to complete this contract on or before completion date prescribed in this contract, then apart from the purchaser's right to serve a notice to complete, the purchaser must not make a claim, requisition or objection, or rescind or terminate this contract or delay completion. The purchaser acknowledges and agrees that at law and in equity in the event that the vendor is unable or not ready to complete by complying with a valid notice served by the purchaser, the purchaser may terminate the contract pursuant to **clause 8.2** but must not make any claims or compensation. In the event that the purchaser fails to serve such a termination notice and thereafter the vendor is able, ready or willing to complete this contract and serves a notice requiring completing on a later date, then the purchaser must complete the contract on that later date.

42. Survey report / Building certificate

- 42.1 The purchaser acknowledges that no building certificate or survey report is attached to this contract.
- 42.2 The purchaser must make its own enquiries and satisfy itself in relation to all matters with respect to survey including any fencing and/or building certificate.
- 42.3 The purchaser must not make a claim, requisition or objection, or rescind or terminate this contract or delay completion or claim compensation in respect of any encroachment of any nature by or upon the property or any non-compliance with the requirements of the Local Government Act, or because the vendor does not have a survey report or building certificate, in relation to this **clause 42** or because of any matter related to survey report or building certificate.

43. Tenancy

- 43.1 The purchaser acknowledges having inspected the lease(s) referred or attached to this contract, if any, and the purchaser must not make a claim, requisition or objection, or rescind or terminate this contract or delay completion:
 - (a) with respect to any matter, cause or thing in relation to the lease(s) or the occupancy under the lease(s) or any person holding thereunder; or
 - (b) if vacant possession of the property or any part of the property is given on completion.
- 43.2 This **clause 43** is in addition to and not in substitution for the provisions in **clause 24** as amended by **clause 34**.

44. Removal of registered dealings

On completion, the purchaser must accept a withdrawal of any caveat, a discharge of any mortgage or encumbrance, a surrender of any lease and a withdrawal of any writ of execution in registrable form as may relate to the title of the property together with an allowance on settlement of registration fees. The vendor is not required to register such instruments on, before or after the date for completion and the purchaser must not make a claim, requisition or objection, or rescind or terminate this contract or delay completion because of any matter in relation to this **clause 44**.

45. Requisitions on title

Despite any other provision of this contract including **clause 5.2**, if the purchaser is or becomes entitled to make a requisition, the purchaser can make it only by serving the form of requisitions on title attached to this contract. The purchaser must not make any other form of requisitions and the vendor is not required to answer such requisitions.

46. Release of deposit

The purchaser agrees and authorises the depositholder to pay all or part of the deposit, as required by the vendor, to the vendor or the trust account of a solicitor or real estate agent provided that the vendor directs for payment of the deposit, stamp duty and/or balance of purchase monies payable by the vendor (or any one of them if more than one vendor) on the purchase of another property, in which case **clause 2.9** will not apply and such release of deposit will not affect the purchaser's right to a refund of the deposit entitled. The purchaser agrees that this clause is sufficient authority for the depositholder to release the deposit and no further consent or authority from the purchaser is required pursuant to this **clause 46**.

47. Payment of deposit

- 47.1 The vendor and the purchaser acknowledge and agree that (and despite anything in this contract to the contrary, express or implied):

- (a) the character of the payment of the deposit under this contract is a part payment of the price; and
 - (b) that no part of the deposit represents or is intended or deemed to represent a pre-estimate of the vendor's damages in the event the vendor terminates this contract arising out of a breach or default by the purchaser under this contract.
- 47.2 If the vendor agrees to accept from the purchaser a sum of less than 10% of the price forming part of the deposit on exchange of this contract, the purchaser must pay the deposit as follows:
- (a) as to the agreed amount forming part of the deposit – upon exchange of this contract; and
 - (b) as to the balance of the deposit – this must be paid by the purchaser to the vendor on the earlier of:
 - i. the 42nd day after exchange of contracts; or
 - ii. the date for completion,

PROVIDED HOWEVER that in the event of this contract being terminated in circumstances where the deposit would be forfeited to the vendor, the balance of the deposit referred to above will be and be deemed to have been due and payable to the vendor immediately prior to any such termination of this contract by the vendor and the purchaser must pay the balance of the deposit as a liquidated debt immediately to the vendor.

48. Caveat

- 48.1 The purchaser may not make any claim, objection or requisition, rescind or terminate this contract or delay completion by reason of any caveat(s) registered on the title before or after the date of this contract that would ordinarily be cancelled pursuant to section 59 of the *Real Property Act 1990* upon registration of a transfer by the vendor and the vendor shall not be required to provide a withdrawal of such caveat(s) or to have such caveat(s) lapsed on or prior to completion.
- 48.2 The purchaser acknowledges and agrees that it is not entitled to lodge a caveat on the land or any part thereof notwithstanding it becoming a party to this contract. This is an essential term of this contract. Any breach of this condition will entitle the vendor to terminate this contract immediately and provisions of the printed conditions shall apply.

49. Discharge of mortgages etc.

The vendor shall not be required to remove or withdraw prior to completion any Mortgage(s), Writ(s), or Caveat(s) registered on the Title of the subject property and the purchaser shall accept on completion a Discharge of any such Mortgage(s), Writ(s), or a Withdrawal of Caveat(s) in duly registrable form together with an allowance for the registration fees payable to the land titles office.

50. Electronic Settlement

- 50.1 For the purposes of this **clause 50** the following terms shall mean:
- (a) **Electronic Settlement** means settlement through the use of the PEXA platform or any other electronic settlement platform as may be designated by the Vendor's Solicitor.
 - (b) **Paper Settlement** means a traditional face to face settlement using paper documentation.
- 50.2 Where the parties agree that settlement of the matter shall be effected by Electronic Settlement, the parties shall use their best efforts to ensure that settlement may be effected using such a method.
- 50.3 If the parties become aware that Electronic Settlement is not possible for this matter, they must within one (1) business day notify the other party of this fact so as to allow time to organise a Paper Settlement.
- 50.4 Where a Paper Settlement is necessitated:
- (a) If a Paper Settlement is required by the Purchaser, but where the vendor would be able to settle this matter by use of Electronic Settlement, the purchaser shall pay to the vendor the fee of \$110 to cover the vendor's agency fees for such a settlement.
 - (b) the purchaser must serve the form of Transfer at least five (5) business days before the completion date. If the Transfer is not served at least five (5) business days before the completion date the vendor may, in its discretion, have the Transfer prepared by the vendor's solicitor, the purchaser must pay to the vendor the sum of \$110.00.
 - (c) If the purchaser submits an unstamped transfer and requires settlement to occur at SAI Global or other stamping agent's office to enable stamp duty to be paid, the purchaser will on completion allow as an adjustment in favour of the vendor, the sum of \$55.00 to compensate for the additional time taken to complete the settlement.
 - (d) Upon completion, correct and accurate bank cheques are required. The vendor shall not accept any incorrect or inaccurate bank cheques, undertakings or any other methods on settlement. If this occurs, the settlement must be rescheduled, and the purchaser must pay an additional settlement fee in the sum of \$110 per attendance on or before settlement. The vendor is not obliged to complete the settlement unless such fee is paid.
 - (e) If the vendor's solicitor or representative attends settlement and the settlement was subsequently cancelled for any reason other than the willful default on the part of the vendor or the vendor's mortgagee, the purchaser must pay to the vendor in addition to any payable

amount under this contract, the sum of \$220 for the additional legal costs and expenses incurred by the vendor as a result of the cancellation of settlement.

- (f) The purchaser acknowledges that the amounts listed in this **clause 50.4** are a genuine pre-estimate of the additional expenses and costs of the vendor, and that it is an essential term of this contract that such an amount must be paid on or prior to settlement.

51. Unassessed rates and land tax

- 51.1 The purchaser may not delay completion of this contract on the grounds that the property is subject to a charge for any unassessed rates or land tax at the completion date.
- 51.2 The vendor will endeavor to clear any land tax charge (so long as the amount to be paid on account of land tax can be ascertained by reference to the property alone) on or before completion.
- 51.3 The vendor's obligations under this clause will be satisfied by the vendor's payment of its proportion of such rates or land tax calculated pursuant to this contract and the purchaser must pay the balance of such rates or land tax.

52. Finance warranty

- 52.1 The purchaser expressly warrants to the vendor that they either hold a current loan approval in an amount and upon terms which they consider to be reasonable and fully satisfactory and sufficient to enable completion of this contract within the time stipulated and upon the terms and conditions set out herein or do not require finance to complete this contract.
- 52.2 The purchaser acknowledges that the vendor relies upon this warranty in entering this contract and that the vendor may enter into further contractual obligations on or after the date of this contract in reliance upon this warranty.
- 52.3 purchaser acknowledges and warrants that it shall be their own liability to obtain finance for completion of the contract which is not subject to the property itself or any issues of or as a result of the property.
- 52.4 The purchaser must not make any claim, requisition or objection, or rescind or terminate this contract or delay completion as a result of their failure of obtaining finance for whatever reasons.
- 52.5 The purchaser further warrants that it shall remain liable to the vendor for all damages arising from breach of this warranty, and the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty or fine or legal costs which may be incurred by the vendor as a consequence thereof. This warranty and indemnity shall not merge on completion notwithstanding any rights which the purchaser may have pursuant to the Uniform Consumer Credit Code.

53. Consumer credit

- 53.1 The purchaser expressly warrants to the vendor that the purchaser has not made known to the vendor, nor to any person, representative or agent acting on behalf of the vendor, that the purchaser requires credit to enable him to complete this contract or; if the purchaser does require credit that the purchaser is satisfied as to the reasonableness of all of the terms of any credit contract which the purchaser may have entered into, or intends to enter into to enable the purchaser to complete this agreement.
- 53.2 The purchaser acknowledges that the vendor has been induced to enter into this contract and may enter into further contractual obligations on or after the contract date, based on the vendors reliance upon the purchaser's warranty herein and that the purchaser shall remain liable to the vendor for all or any damages including legal costs arising from breach of the purchaser's warranty notwithstanding that the purchaser may have a right to terminate the agreement pursuant to section 124 of the Uniform Consumer Credit Code.

54. Christmas break

Despite any other provision of this contract:

- (a) If the date for completion is between 21 December 2020 and 08 January 2021 (inclusive) (**Christmas Break**), then the date for completion will be 11 January 2021.
- (b) If the date for completion is on or before 21 December 2020 and, not due to the vendor's default, this contract is not completed by 2:00pm on 20 December 2019, then:
- i. either party is not obliged and cannot be required to complete this contract during the period commencing 2:00pm on 21 December 2020 and ending on the expiration of the Christmas Break;
 - ii. the purchaser must pay interest to the vendor in accordance with **clause 40** for the period from the scheduled date for completion up to and including the date of actual completion; and
 - iii. it is an essential provision of this contract that the interest is paid on completion.
- (c) If the date for completion is on or before 21 December 2020 and, due to the vendor's default, this contract is not completed by 2:00pm on 20 December 2019, then:
- i. either party is not obliged and cannot be required to complete this contract during the period commencing 2:00pm on 21 December 2020 and ending on the expiration of the Christmas Break; and

- ii. the purchaser is not liable to pay interest pursuant to **clause 40** for such period.
- (d) Should any other event, condition, notice or due date in relation to this contract is or becomes due to occur during the Christmas Break, then the event, condition, notice or due date will be due to occur on 11 January 2021.

55. Guarantee of corporate purchaser

- 55.1 If the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange), the purchaser must procure that two natural persons (or one natural person if the purchaser is a sole director company) over the age of 18 years who are directors and/or substantial shareholders of the purchaser will unconditionally guarantee the due performance of the purchaser's obligations under this contract and the due and punctual payment by the purchaser of the price and all other moneys payable by the purchaser to the vendor under this contract.
- 55.2 The guarantee referred to in **clause 55.1** will be in the form contained in this contract and must be given at exchange of contracts and in this respect, time is of the essence of the contract. If no such form of guarantee is contained in this contract, the purchaser must submit a form of guarantee for the approval of the vendor prior to exchange, and if approved, to be duly executed and given at exchange of contracts and in this respect, time is of the essence of the contract.
- 55.3 The purchaser must on or before the contract date provide to the vendor a copy of a recent company extract of the purchaser issued by Australian Securities and Investments Commission or an authorised agent.
- 55.4 This **clause 55** is an essential term of this contract. Failure by the purchaser to comply with this **clause 55** constitutes a breach of this contract entitling the vendor to terminate this contract but only within 14 days after the contract date.

56. Seawall Disclosure

56.1 The adjacent land, Lot 1 in Deposited Plan 615171 comprises all of the seabed and waterways adjoining waterfront land within the Estate. Sylvania Water NSW, the owner of the adjacent land, permits adjoining land owners to erect seawalls and waterfront devices. The following documents are attached for the purchasers' information.

- a) A waterfront exemption certificate from Sylvania Water NSW;
- b) The letter from Sylvania Water NSW, enclosing application for shares, regulations and procedures, a waterfront owners checklist and application for waterfront devices;

56.2 The vendor booked an engineer seawall report. It will be made available to purchasers upon receipt of the same. The vendor requires that the purchasers pay the costs of the engineer seawall report, which is \$720 plus GST, at settlement.

56.3 The purchasers must not make a claim, requisition or objection, or rescind or terminate this contract or delay completion because of any matter in relation to the seawall and clause 56.

DIRECTORS/SHAREHOLDERS GUARANTEE AND INDEMNITY

I/We

of

(**the Guarantor**) in consideration of the vendor described in this contract at my/our request agreeing to sell the property described in this contract to the purchaser described in this contract DO HEREBY IRREVOCABLY GUARANTEE to the vendor the due and punctual performance by the purchaser of ALL THE TERMS, CONDITIONS AND OBLIGATIONS of the purchaser under this contract and do further COVENANT AND AGREE THAT I/WE WILL INDEMNIFY and keep the vendor indemnified against any claim (as defined in this contract) howsoever arising which the vendor may suffer and/or incur as a direct or indirect consequence of any and all failures of the purchaser to perform its obligations under this contract.

The Guarantor acknowledges and warrants to the vendor that prior to execution of this guarantee and indemnity that he/she/they has/have read and understood as evidenced by the signatures below the provisions of this contract including all attachments to this contract and, if the Guarantor comprises more than one person, this guarantee and indemnity is provided by all of them jointly and each of them separately.

This guarantee and indemnity binds the Guarantor and the executors, administrators and permitted assigns of the Guarantor.

Executed as a Deed

Signed sealed and delivered)
by)
in the presence of)

Signature of witness

Name of witness

Signed sealed and delivered)
by)
in the presence of)

Signature of witness

Name of witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Lawagents
Ph. 9299 9077 Fax. 9299 9277

FOLIO: 5/217269

SEARCH DATE	TIME	EDITION NO	DATE
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16/4/2021	12:16 PM	5	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 5 IN DEPOSITED PLAN 217269

AT SYLVANIA

LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

TITLE DIAGRAM DP217269

FIRST SCHEDULE

TING LEE

(TZ AJ554798)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J284777 EASEMENT FOR DRAINAGE AFFECTING THE PART OF THE
LAND ABOVE DESCRIBED SHOWN AS PROPOSED DRAINAGE
EASEMENT 6 FT WIDE IN DP217269
- 3 J504037 COVENANT
J619473 VARIATION OF COVENANT
- 4 AJ554799 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dil lee

PRINTED ON 16/4/2021

* 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.

OFFICE USE ONLY.

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

W. J. W.
Secretary

CHAMBER OF COMMERCE
LONDON
2nd

I hereby certify that the requirements of the said Government Act, 1899 (under which the requirements for registration of patents have been modified) with the application in relation to the required fee, division and new matter are complied with.

Signature No. 23/63 Date 18/2/63

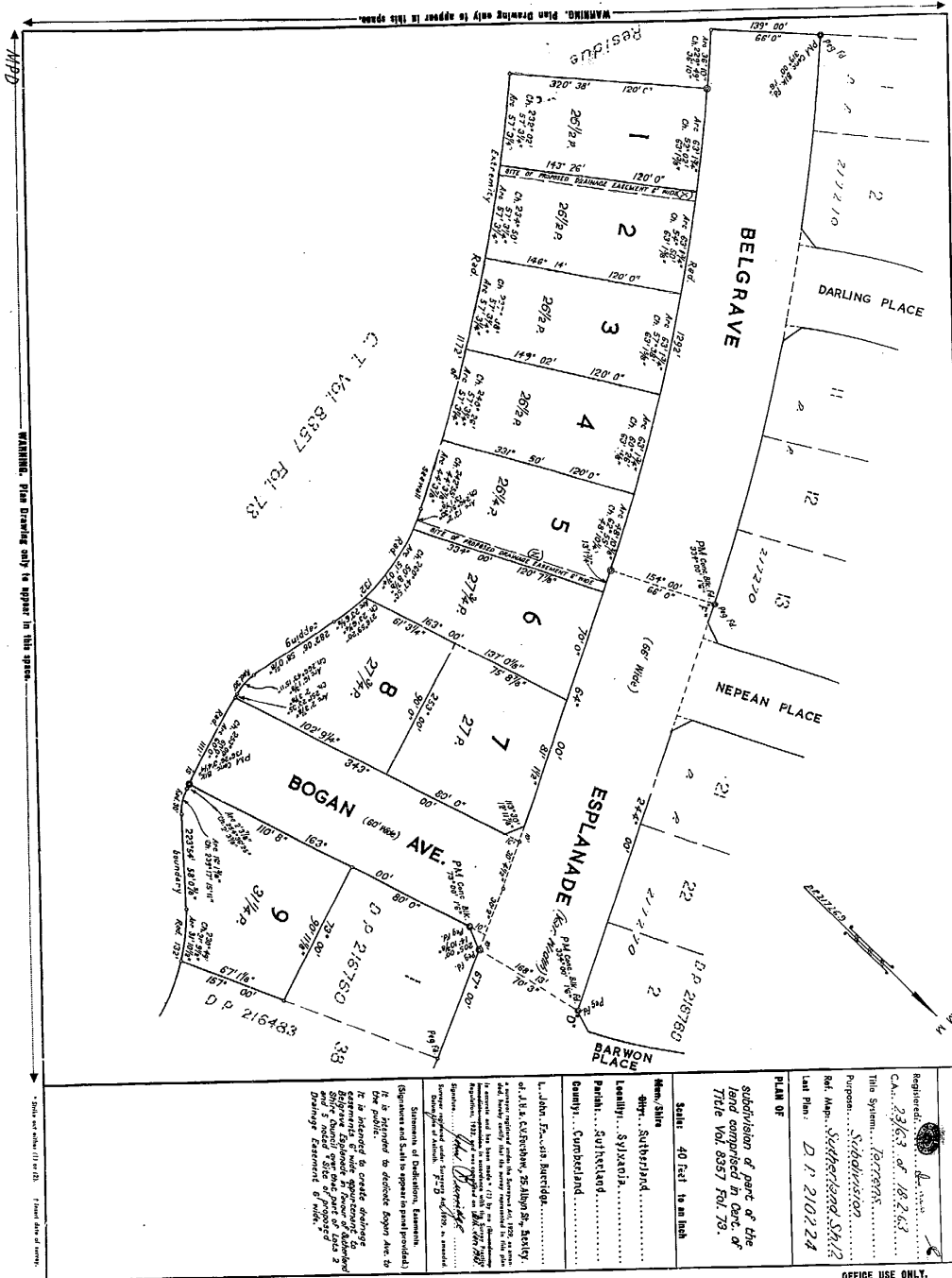
Consent Date: _____

Approved by Council: _____
The Council of the Chamber of Commerce of Switzerland
was lawfully called on: 18/2/63 present by a majority
of Council passed on: 29/9/58

Consent Date: _____

Major/President: *Chas. W.*

FEET INCHES		METERS	
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3	8 1/2	0.660	
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1, Bruce Richard Davies, Registrar General for New South Wales, certifies that this negative is a photograph made as a permanent record of a document in my custody this 26th day of April, 1977.

J 284777

1953 MAR 6 PM 12:15

MEMORANDUM OF TRANSFER AND GRANT OF
DRAINAGE EASEMENT.
REAL PROPERTY ACT 1900.

SYLVANIA WATERS PTY. LIMITED (hereinafter called "the Transferor") being registered as the Proprietor of an estate in fee simple in the land hereinafter described (subject however to such encumbrances liens and interests as are notified hereunder) in consideration of the sum of TEN SHILLINGS (10/-) (the receipt whereof is hereby acknowledged) paid to it by THE COUNCIL OF THE SHIRE OF SUTHERLAND (hereinafter called "the Council") DO HEREBY GRANT AND TRANSFER to the Council to be used by it as appurtenant to Belgrave Esplanade Sylvaria FULL AND FREE RIGHT AND LIBERTY to make lay out construct and forever use and maintain as open and/or piped and/or covered drain upon in through and/or under and/or over the strip of land of width six (6) feet through part of Lot 5 in Deposited Plan 217269 in the Shire of Sutherland Parish of Sutherland and County of Cumberland being the proposed drainage easement more particularly delineated on the said Deposited Plan and being part of the land comprised in Certificate of Title Volume 8357 Folio 73 for the purpose of conveying and carrying off surface and storm waters from Belgrave Esplanade Sylvania aforesaid AND for that purpose to remove and carry away all or any of the clay sand gravel stones and earth which shall be taken out of the strip of land and/or to use all or any part thereof in the making laying out and constructing the said drain and/or to leave the same or any part or parts thereof upon the said strip of land TOGETHER WITH FULL AND FREE RIGHT AND LIBERTY from time to time and at all times to inspect the condition of and to cleanse maintain mend repair and/or relay and/or recover the said drain or any part or parts thereof and for such purposes or any of them at all reasonable times with surveyors workmen horses carts materials machinery and implements and other persons and things to enter into and upon the said strip of land and to bring and place and leave thereon and/or to remove therefrom all necessary materials machinery implements and things and to remove and carry away and/or use and/or leave as aforesaid all or any of the clay sand gravel stones and earth which shall be taken out of the said strip of land and to do all such acts and things as may be deemed by the Council to be necessary AND the Transferor HEREBY COVENANTS with the Council that it the Transferor will not -

(a) do permit or suffer any act deed matter or thing whereby the said drain shall or shall be likely to become injured or damaged or whereby the Council shall be prevented from or hampered in constructing maintaining mending repairing or cleansing the said drain or any part or parts thereof or

(b) interfere with the free flow and passage of soil or water through the same AND THAT if it the Transferor shall do permit or suffer anything which shall injure or damage the said drain or

SHIRE CLERK

- 2 -

or any part thereof or shall interfere with the free flow and passage of soil or water through the same the Transferor will forthwith at its own expense properly and substantially repair and make good all such injury or damage and restore the free flow and passage of soil or water through the said drain and do all things necessary or expedient for the purposes aforesaid or any of them AND WILL NOT erect or permit to be erected any building or other erection of any kind or description over the said strip of land without the Council's permission in writing being first had and obtained AND for the purpose of Section 88 of the Conveyancing Act 1919 IT IS HEREBY EXPRESSLY AGREED AND DECLARED that :-

- (a) The land to which the benefit of this Easement and restriction is intended to be appurtenant is ^{Belgum Island} ~~Lot 5~~ in Deposited Plan **217269** aforesaid.
- (b) The land which is to be subject to the burden of such easement is the said strip of land.
- (c) The said easement may be released varied or modified only with the consent of the Council or its Successors.

ENCUMBRANCES ETC. REFERRED TO:

G.379396 Notice of Resumption.

~~G.583004 Notice of Resumption.~~

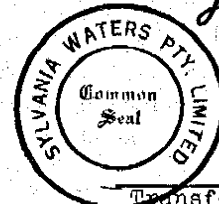
G.588.12 Notice of Resumption.

~~Reservation of Crown Right of Roadway and Passageway.~~

SIGNED at Sutherland this 26th

day of February 1963.

THE COMMON SEAL of SYLVANIA WATERS
PTY. LIMITED was hereunto affixed by
the authority of a Resolution of the
Board of Directors in the presence of:



[Signature]
Director.

[Signature]
Secretary.

Transferor.

Accepted and I hereby certify
this Instrument to be correct
for the purpose of the Real
Property Act.

SIGNED in my presence by Arthur Thomas Gietzelt
President of and for
and on behalf of THE COUNCIL OF THE
SHIRE OF SUTHERLAND who is person-
ally known to me :-

[Signature]
SHIRE CLERK

[Signature]
PRESIDENT

J 284777

*Tr. & Gt. of Easement
for Drainage.*

Particulars entered in Register Book Vol. 949 Folio 105
the 16th day of September 1963 at 3
o'clock in the after noon.

Registrar General.



DENIS SOLARI & CO.
SOLICITORS
50 RAILWAY CRESCENT,
MANNALING 94-5422-54-9222

*P.V.D.
L*

J504037

And the transferee ~~consent~~ with the transferor doth hereby for himself his Heirs, Executors, Administrators and Assigns covenants with the Transferor its Executors, Administrators and Assigns:

1. No building of any description and no additions to any building shall be erected upon or be allowed to occupy the said land unless the plans and specifications of such building or addition thereto and its location thereon have been approved in writing by the Vendor and such approval shall not be unreasonably withheld.
2. No building erected on the said land shall be constructed with external walls of materials to ceiling level other than brick, brick veneer, stone or similar materials as may be approved by the Vendor.
3. No structure, building or part of any building erected on the said land shall be occupied or used as a temporary dwelling.
4. No building erected on the said land shall have a roof of corrugated galvanised iron or corrugated fibro cement.
5. Not more than one self-contained dwelling shall be erected on the said land and no other building of any nature shall be erected so as to stand alone apart from the main dwelling.
6. The said land shall not be used other than for residential purposes and without limiting the generality of this covenant no building or structure at any time erected on the said land shall be used for business, commercial, commercial amusement or manufacturing purposes, or for the purpose of renting rooms, a boarding house, a lodging house, a private hotel, Motel or other similar purposes. No hoardings or advertising signs shall be erected or displayed on the said land except such signs as may reasonably be required for the sale of the said land and any part thereof shall not be used for the running or keeping of poultry for commerce or private purposes.
7. No building shall be erected on the said land unless the same shall be connected to the sewer, if available, or if the sewer be unavailable, to a Septic Tank Installation the design and construction of which is approved by the proper authorities or if approval of the aforementioned Septic Tank Installation cannot be obtained then to a Septic Closet the design and construction of which is approved by the proper authorities.
8. No building shall be erected upon the said land so that any walls of the said building shall be closer than 25' to any street alignment forming the boundary of the said land.
9. (a) No fence of rough sawn palings shall be erected on the said land.
(b) No fence shall be erected on the said land along any street alignment or between any street alignment and the building line of the dwelling.
(c) No fence shall be erected on the said land between any water boundary and the nearest building line of a dwelling unless it shall be either a parkrail type not more than 2 feet in height or else a safety mesh approved by the Vendor not more than 3 feet in height.
(d) No fence shall be erected on the said land to a height exceeding 5 feet.
(e) No fence or other structure shall be erected upon the Water front retaining wall.
10. No fence shall be erected on the said land to divide it from adjoining land owned by the Transferor without the consent of the Transferor but such consent shall not be withheld if the fence shall be erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of every such fence for the time being erected.
11. No building shall be erected upon the said land so that any walls of the said building shall be closer than 25 feet to any street alignment forming the boundary of the said land. Nor shall any building be erected upon the said land so that any part of the said building shall be closer than 30 feet to the nearest portion of any water front alignment.
12. No water front retaining wall, concrete capping beam, concrete anchor or tie rods, on the said land shall be interfered with in any way, unless with the written consent of the Vendor with the exception of the anchors for the attachment of the ramp for the floating pontoon to be attached to

4 Strike out if unnecessary, or suitably adjust.

(i) if any covenants are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1934.

ENCUMBRANCES, &c., REFERRED TO:-

Excepting thereout all mines of coal reserved by the Crown Grant.

* A very short note will suffice.

K 1165-2 S. 437

1635 7RP.1

Phlebotomy Drainage - J284 777.7

14. In these covenants the expression "fences" shall include "wall".

The land which has the benefit of these covenants is the remaining land in Deposited Plan 217269.

ENCUMBRANCES &C., REFERRED TO.

Jan 5-1

Späßen
hin zu

B

No. _____

LODGED BY

Robert Daby, G.A.
Robert
Kogal

J 504037

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
- (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
- (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
- Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 *Bill*
2 _____
3 _____
4 _____
5 _____
6 _____

Received Docs.
Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____

Signed in my presence by _____

19

who is personally known to me.

Mortgagee.

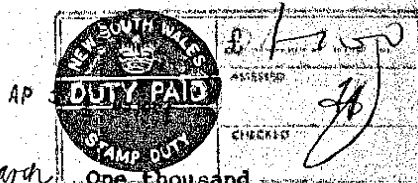
INDEXED	MEMORANDUM OF TRANSFER
	<i>Covenant</i>
Checked by	Particulars entered in Register Book, Volume <i>9491</i> Folio <i>105</i>
Passed (in S.D.B.) by	
Signed by	the <i>22nd</i> day of <i>November</i> 19 <i>63</i> at <i>30</i> minutes past <i>9</i> o'clock in the <i>fore</i> noon. <i>J. J. J.</i> Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL.		FOL.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

J619473




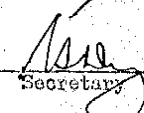
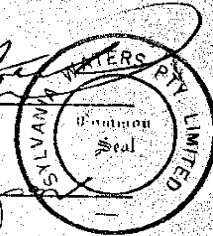
THIS DEED is made the twenty first day of March One thousand
nine hundred and sixty-four BETWEEN SYLVANIA WATERS PTY.LIMITED
whose Registered Office is situated at 2 Bligh Street, Sydney in
the State of New South Wales (hereinafter called the Transferor)
of the one part AND J.A. GOYEN PTY.LIMITED whose Registered Office
is situated at 18 Montgomery Street, Kogarah in the State aforesaid
(hereinafter called the Transferee) of the other part WHEREAS by
Memorandum of Transfer Registered No. J548895 The Transferor transferred
to the transferee all that piece or parcel of land being Lot 8 in Depo-
sited Plan 219664 and being part of the land comprised in Certificate
of Title Volume 8357 Folio 73 AND WHEREAS by the said Memorandum
of Transfer a restrictive covenant was created in respect of the
land contained in the said Certificate of Title AND WHEREAS it
has been agreed between the parties hereto that the said restrictive
covenant shall be varied as hereinafter set out.

NOW THIS DEED WITNESSETH AS FOLLOWS:-


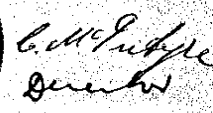
1. THAT clause 2 of the said restrictive covenant created by
Transfer No. J548895 be varied by adding the words "ground
floor" between the words "to" and "ceiling level" in the
said clause 2.

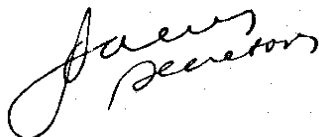
IN WITNESS WHEREOF the parties hereto have hereunto set their hands
and seals the day and year first mentioned.

THE COMMON SEAL OF SYLVANIA WATERS
PTY.LIMITED was hereunto affixed
by Order of the Board in the
presence of:-


Director,

Secretary


THE COMMON SEAL OF J.A. GOYEN PTY.
LIMITED was hereunto affixed by
Order of the Board in the presence
of:-



10219 B

J 619473

AP 3

2.10.0.
3.1.0.

TO:

The Registrar-General.

J.A. GOYEN PTY. LIMITED whose registered office is situated at 18 Montgomery Street, Kogarah the registered proprietor of the land comprised in Certificate of Title Volume 9491 Folio 105 hereby request you to make all necessary entries in the Register Book for noting the effect of the deed made the twenty first day of March One thousand nine hundred and sixty-four varying the restrictive covenant contained in Memorandum of Transfer No. J504037 and which is noted on the said Certificate of Title.

In support of this request we lodge herewith the following:-

(1) Deed of Variation.

DATED this 21st day of March, 1964.

THE COMMON SEAL of J.A. GOYEN PTY.

LIMITED was hereunto affixed by Order of the Board in the presence of:-




B

REDMOND, EATY & QUINN
SOLICITORS
4 MONTGOMERY STREET
KOGARAH

J 619473

Variation of Covenant

Particulars entered in Register Book Vol. 9491 Folio 105
on the 8th day of June 1964 at 10
o'clock in the fore noon.

Janatson
Registrar General




Applicant:

Di Lizio & Associates
13/2 Cross Street
HURSTVILLE NSW 2220

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

Certificate no:	ePC:21/2395	Delivery option:	
Certificate date:	15/04/2021	Your reference:	210023

Property:

Lot 5 DP 217269
92 Belgrave Esplanade SYLVANIA WATERS NSW 2224

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone R2 Low Density Residential

Notes:

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

Disclaimer:

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

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

1. Names of relevant instruments and DCPs

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

- * Sutherland Shire Local Environmental Plan 2015
- * Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).
- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP (Coastal Management) 2018
- * SEPP (Educational Establishments & Child Care Facilities) 2017
- * SEPP (Infrastructure) 2007
- * SEPP (Mining, Petroleum & Extractive Industries) 2007
- * SEPP No.19 - Bushland in Urban Areas
- * SEPP No.21 - Caravan Parks
- * SEPP No.33 - Hazardous and Offensive Development
- * SEPP No.50 - Canal Estate Development
- * SEPP No.55 - Remediation of Land
- * SEPP No.64 - Advertising and Signage

- * SEPP No.65 - Design Quality of Residential Apartment Development
- * SEPP No.70 - Affordable Housing (Revised Schemes)
- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017
- * SEPP (Concurrences and Consents) 2018
- * SEPP (Primary Production and Rural Development) 2019

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Educational Establishments and Child Care Facilities) 2017, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation, SEPP Housing Diversity and SEPP Remediation of Land, and proposed changes associated with the NSW Flood Prone Land Package (Department of Planning Industry & Environment).

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

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

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

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

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

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

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

Complying development may not be carried out under this Code. The

land is affected by specific land exemptions.
The land is on an Acid Sulfate Soils Map as being wholly Class 1 and/or Class 2.
The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development may not be carried out on the land under the Commercial and Industrial (New Buildings and Alterations) Code. The land is affected by specific land exemptions.

The land is on an Acid Sulfate Soils Map as being wholly Class 1 and/or Class 2.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

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

Subdivisions Code

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

Rural Housing Code

Complying development may not be carried out on the land under

the Rural Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

The land is on an Acid Sulfate Soils Map as being wholly Class 1 and/or Class 2.

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

Low Rise Housing Diversity Code

Complying development may not be carried out under the Low Rise Housing Diversity Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

The land is on an Acid Sulfate Soils Map as being wholly Class 1 and/or Class 2.

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

Green Field Housing Code

Complying development may not be carried out under the Greenfield Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

The land is on an Acid Sulfate Soils Map as being wholly Class 1 and/or Class 2.

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Inland Code

Complying development may not be carried out under this Code. The land is affected by specific land exemptions.

The land is on an Acid Sulfate Soils Map as being wholly Class 1 and/or Class 2.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

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

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has 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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

The land has been classified as Class 2 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website www.sutherlandshire.nsw.gov.au.

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website www.sutherlandshire.nsw.gov.au.

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

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

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

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

No

10A. Native vegetation clearing set asides

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

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

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

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

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

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

- (a) Is the land significantly contaminated land within the meaning of that Act?

No

- (b) Is the land subject to a management order within the meaning of that Act?

No

- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

Additional Information

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

For further information please telephone [02] 9710 0333.

Yours faithfully

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

Mark Carlon
Manager Strategic Planning

Sewer Service Diagram

Application Number: 8000632461

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
Municipality of *Sutherland* (Sylvania Waters) No. **562384**

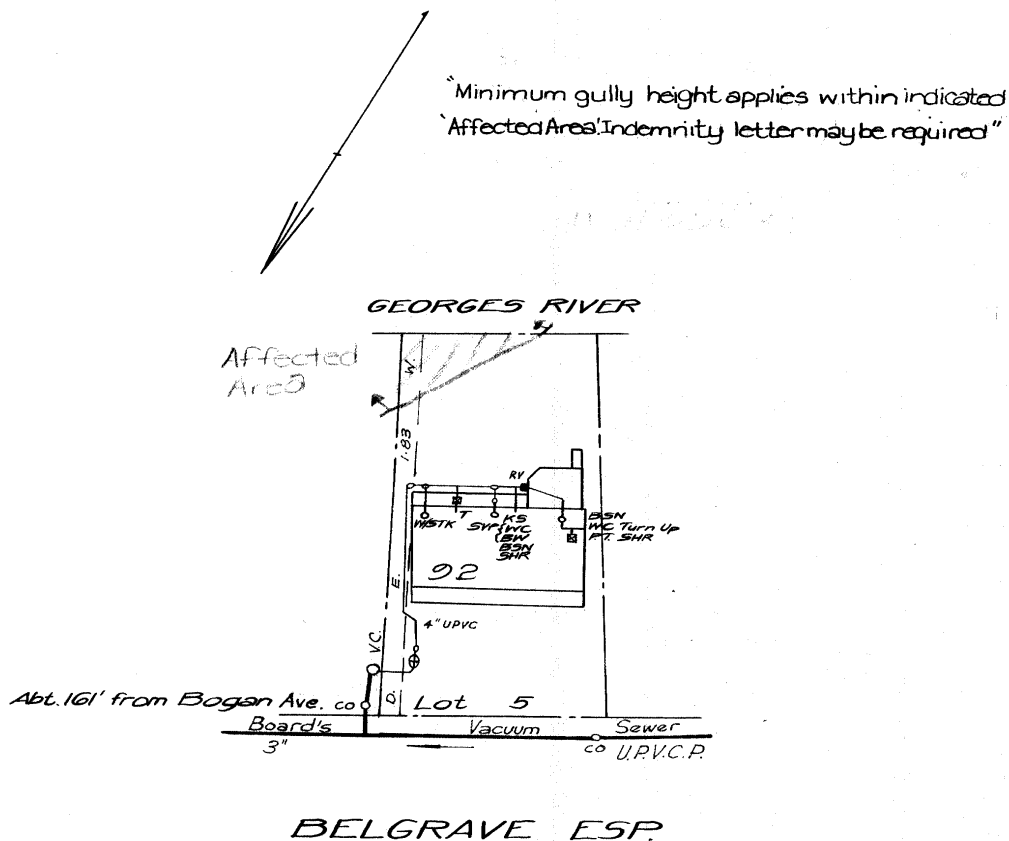
H3.73.

SYMBOLS AND ABBREVIATIONS			
□ Boundary Trap	■ R.V. Reflux Valve	I.P. Induct Pipe	Bas. Basin
■ Pit	— Cleaning Eye	M.F. Mica Flap	Shr. Shower
■ G.I. Grease Interceptor	○ VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
■ Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
■ P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
■ R.S. Reflux Sink	○ D.C.C. Down Cast Cowl	B.W. Bath Waste	F.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. _____ W.C.s _____ U.C.s _____ 19 _____

SHEET No. **07002** OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth	Inspector	/ /	Date / /	Inspector	/ /
Shr		Outfall CR HL LL			
Ben.		Drainer			
K.S.	Chief Inspector	/ /	Plumber		
T.	Tracing Checked	/ /	Boundary Trap is/is not required		
Dgo. Int.					
Dgo. Ext.					

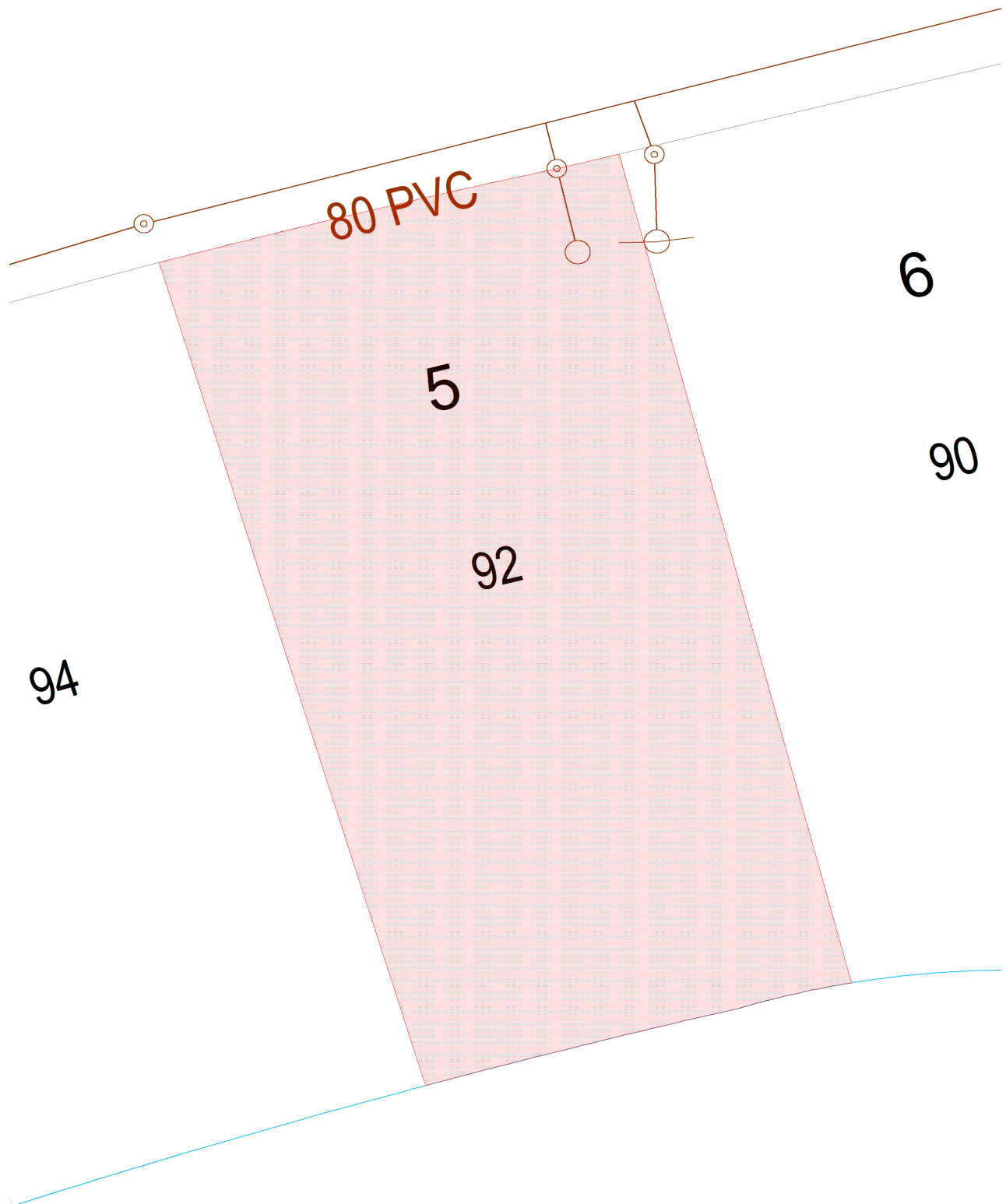
19.10.79

Document generated at 15-04-2021 03:30:14 PM

Disclaimer

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

Service Location Print
Application Number: 8000632460



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Standard Form Residential Tenancy Agreement

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

IMPORTANT INFORMATION

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

- 1 This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
- 2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
- 3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT

This Agreement is made on **30 / 05 / 2020** at **LJ Hooker Gymea**

NSW BETWEEN

LANDLORD (insert name of Landlord(s) and contact details)

Name/s: **Ting Lee**

Phone: **Nil**

Mobile: **Nil**

Email: **tinglee87@foxmail.com**

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

Address: **Nil**

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

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

Name/s: **David Clark & Renae Clark**

Address: **Nil**

Phone: **Nil**

Mobile: **Nil**

Email: **renae@jaytom.com.au**

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: **Charter Realty Pty Ltd T/as LJ Hooker Gymea**

Address: **29 Gymea Bay Road
Gymea NSW 2227**

ACN: **Nil**

ABN: **59 603 133 240**

Phone: **(02) 9526 2000**

Mobile: **0411 861 433**

Email: **gymea@ljhgymea.com.au**

Licence No: **10029568**

Licence Expiry: **15th January, 2021**

TERM OF AGREEMENT

The term of this Agreement is:

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

☒ Other (Please specify) **52 Weeks**

☐ Periodic (no end date)

starting on **30 / 05 / 2020** and ending on: **28 / 05 / 2021** (cross out if not applicable)

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

RESIDENTIAL PREMISES Note: insert any excluded items in the Other Additional Terms Item on the signature page

The residential premises are: **92 Belgrave Esplanade, Sylvania NSW 2224**

The residential premises include: (include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary)

RENT/RENT INCREASE

The rent is **\$980.00** per **week** payable in advance starting on **30 / 05 / 2020**

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

Rent Increase 1 Then from **/ /** pay **\$0.00** per **week**

Rent Increase 2 Then from **/ /** pay **\$0.00** per **week**

Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed See Clause 74.2

The tenant must pay the rent in advance on the **Saturday** of every **week** (see Clause 4.2)

The method by which the rent must be paid:

(a) to **at**

by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **Charter Realty Pty Ltd**

Bank: **Commonwealth Bank**

BSB: **062 177**

Account No.: **1028 5060**

Payment Reference: **CLARKD**

or any other account nominated by the landlord, or

(c) as follows:

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

RENTAL BOND (Cross out if there is not going to be a bond)

A rental bond of **\$ PAID/LODGED** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bonds Online.

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

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

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

Other people who will ordinarily live at the premises may be listed here: (cross out if not needed)

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Blown Away Electrical**

Phone: **0408 632 286**

Plumbing Repairs: **A & B Plumbing**

Phone: **0423 223 322**

Building Repairs:

Phone:

Other Repairs: **Engadine Locksmiths**

Phone: **0416 204 333**

WATER USAGE

Will the Tenant be required to pay separately for water usage? ☒ Yes ☐ No If 'yes', see Clauses 12 and 13

UTILITIES

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

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

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

SMOKE ALARMS

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

☐ Hardwired smoke alarm ☒ Battery operated smoke alarm

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

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

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

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

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

STRATA BY-LAWS

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

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

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

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

Landlord

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

Email Address **tinglee87@foxmail.com**

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

Tenant

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

Email Address **renae@jaytom.com.au**

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

CONDITION REPORT

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, the landlord and tenant agree that the condition report prepared for a tenancy agreement entered into by the tenant and dated **12 / 05 / 2018** applies to this Agreement.

TENANCY LAWS

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

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

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

RENT REDUCTIONS

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

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

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

11. The tenant agrees to pay:

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

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

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

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

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

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

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

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

17. The tenant agrees:

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

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

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

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

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

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

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

URGENT REPAIRS

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

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

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

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

SALE OF THE PREMISES

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

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

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

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

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

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

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

LOCKS AND SECURITY DEVICES

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

42. **The landlord agrees to:**

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

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

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

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

43. **The tenant agrees:**

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

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

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

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

SWIMMING POOLS

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

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

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

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

COMBUSTIBLE CLADDING

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

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

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

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

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

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

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

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

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

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

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

1 x Labrador Dog

54. The tenant agrees:

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

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

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

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

ADDITIONAL TERM - CONDITION REPORT

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

ADDITIONAL TERM - INSPECTIONS

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

ADDITIONAL TERM - CARE OF PREMISES

59. **The tenant agrees**, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

- 59.2 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.5 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.6 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.7 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.8 not to affix any television antenna to the premises.
- 59.9 not to maliciously or negligently damage the premises or any part of the premises.
- 59.10 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.11 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 59.12 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.13 to notify the landlord of any infectious disease at the premises.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. ~~Swimming Pool Safety and Maintenance~~

- 60.1 ~~At the commencement of the tenancy, the landlord will:~~
- ~~(a) handover the pool in a condition that is safe for use~~
 - ~~(b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.~~
- 60.2 ~~During the term of the tenancy:~~
- ~~(a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:~~
 - ~~(1) child restraint barriers are in place and properly maintained;~~
 - ~~(2) access gates and doors are securely closed at all times;~~
 - ~~(3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;~~
 - ~~(4) at all times, there are no climbable objects near the child restraint barriers that would allow children to access the swimming pool.~~
 - ~~(b) where a child restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.~~

- (c) ~~the tenant is responsible for general maintenance including:~~
- ~~(1) regular cleaning of filter baskets~~
 - ~~(2) maintaining required water levels~~
 - ~~(3) removing vegetation and other rubbish from the pool~~
 - ~~(4) maintaining the pool water condition~~
 - ~~(5) regular pool services~~
 - ~~(6) payment of costs for all required pool chemicals~~
 - ~~(7) advising the landlord or the agent immediately of any pool related problem.~~

~~60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:~~

- ~~(a) opportunity to inspect the pool; and/or~~
- ~~(b) a pool condition report completed by a professional pool service company.~~

~~The tenant is to return the pool in good order and condition as at the beginning of the tenancy.~~

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

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

ADDITIONAL TERM - RENTAL BOND

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

ADDITIONAL TERM - TERMINATION

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

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

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

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

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65. Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement or the *Residential Tenancies Act 2010*.

Note. Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (b), (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

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

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.

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

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

ADDITIONAL TERM - STATUTES AND BY-LAWS

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

ADDITIONAL TERM - INSURANCE

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

73. **The tenant agrees**, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

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

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (Cth)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (Cth)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
 - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

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

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
 - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
 - (4) by email, where the party has given express consent in accordance with clause 50; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

1. DEFINITIONS

In this agreement:

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

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). 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 the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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

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

6. WARNING

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

OTHER ADDITIONAL TERMS

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

SIGNATURES

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

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

SIGNED BY THE LANDLORD:

(Signature of landlord or landlord's agent on behalf of the landlord)

Date 22, 6, 2020

LANDLORD INFORMATION STATEMENT

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

SIGNED BY THE LANDLORD:

(Signature of landlord or landlord's agent on behalf of the landlord)

Date 22, 6, 2020

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

SIGNED BY THE TENANT:

(Signature of tenant)

Date 17, 6, 2020

SIGNED BY THE TENANT (2):

(Signature of tenant 2)

Date 17, 6, 2020

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

Date / /

SIGNED BY THE TENANT (4):

(Signature of tenant 4)

Date / /

TENANT INFORMATION STATEMENT

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

SIGNED BY THE TENANT/S:

(Signatures of tenants)

Date 17, 6, 2020

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



DOCUMENT 1017
WATERFRONT EXEMPTION CERTIFICATE (WFEC)

The purpose of this document is to detail items to be actioned by new waterfront property owners to satisfy the requirements to obtain their waterfront license. Waterfront owners in receipt of a valid waterfront license are exempt from additional annual license fees.

Property address: 92 Belgrave Esplanade, Sylvania Waters. **Current Owner Name:** Rui Hua Li

Actions required by new owner:

- 1) Pay one time Membership/Shareholder fee \$6000 at property settlement.
- 2) Pay Initial Waterfront License fee \$4000 at property settlement.
- 3) Ensure there are no outstanding debts owing to Sylvania Waterways. (No debts owing)
- 4) Attend a new Shareholder information session.
- 5) Ensure a lifebuoy is installed and easily accessible at water's edge.
- 6) Obtain a sea wall inspection and report from a qualified engineer within 6 weeks of property settlement and undertake any necessary sea wall maintenance within a period of twelve months from the date of the report. Sea wall inspection reports should be completed prior to purchase. Sylvania Waterways Ltd has negotiated a standard sea wall inspection price for all Members of \$720+GTS from Steve Whelan & Associates Phone: (02) 9545-1551 Email: contact@swa1980.com
- 7) If there is power connected to waterfront devices, provide an Electrical Compliance Statement from a licensed electrician within 90 days of settlement, stating that any electricity supply to waterfront devices are installed in compliance with the following Standards;

AS/NZS 3000: 2018 -- Electrical Installations Wiring Rules

AS/NZS 3004.2:2014 -- Electrical Installations -- Marinas and boats

- 8) Remediate non-compliant waterfront devices or waterfront irregularities as identified below:

No action required.

Fees should be submitted with Form 1014 (Application for Shares and Membership in Sylvania Waterways Ltd). Payment of fees are due at time of property settlement.

Share Certificates are issued at the Shareholder Information Session.

On full compliance of the above conditions a Director of Sylvania Waterways Ltd will issue a formal licence and exemption from future waterfront license fees.

Note - Any future non-conformance will result in license cancellation and exemption suspended until the non-conformance is rectified in accordance with the regulations of Sylvania Waterways Ltd.

QUESTIONS - Contact Robert Sherry admin@sylvaniawaterways.com

WFEC Issued by: **Robert Sherry, CEO (Interim).** Date : **8 May 2021**

SimpsonFreed

l a w y e r s &
c o n v e y a n c e r s

ABN 83 690 160 919

5 May 2021

Di Lizio & Associates

Via Email: louie@dilizio.com.au

Dear Colleagues,

Your Client – Sale - Vendor
92 Belgrave Esplanade, Sylvania Waters

I confirm that I act for Sylvania Waterways Limited ("SWL").

I have been instructed that you act for the Vendor in the purchase of the above property in Sylvania Waters NSW.

I attach the following documents:

- 1) Application for Shares
- 2) Regulations and Procedures
- 3) A waterfront owners checklist
- 4) Application for Waterfront Devices (if required)

SWL is the legal owner of Lot 1 in Deposited Plan 615171. This land comprises all of the seabed and waterways adjoining waterfront land within the Estate, adjacent to the property at **92 Belgrave Esplanade, Sylvania Waters**. SWL permits adjoining land owners to erect seawalls and waterfront devices such as jetties, pontoons and the like on SWL's land. However, that permission is granted pursuant to a license which has strict conditions such as:

- The license is not transferable to a new purchaser of the property;
- The license holder must be a Member/Shareholder of SWL;
- The encroaching sea wall and/or waterfront devices must be removed if the property owner ceases to be a shareholder of SWL or fails to pay the annual fees.

It is a condition that if any encroaching seawall and/or waterfront devices are to be retained following the purchase of a waterfront property, then before completion or no later than date of settlement, the new owner must:

Level 2,
304-318 Kingsway,
Caringbah NSW 2229

P.O. Box 149
Caringbah NSW 1495

Tel 02 9589 5200
Fax 02 8456 5929

www.simpsonfreed.com.au

John Paul Shehata
B.Com., LL.B.

Michael Corbett-Jones
B.N., LL.B.

Conveyancing
Business Law
Wills and Probate
Trusts and Estate planning
Family Law
General Litigation
Estate Litigation

Our Ref: MC:AO:150441
Your Ref:



Liability limited by a scheme
approved under
Professional Standards
legislation

-
- Apply to SWL for the issue of shares and associated membership in SWL;
 - Enter into a new license agreement in relation to the waterfront devices; and pay the fees under the new license.

Completed application forms to be sent to me via:

Michael Corbett - Jones
Simpson Freed Lawyers
Level 2, 304 Kingsway, Caringbah NSW 2229
PO Box 149
Caringbah NSW1495
PH: (02) 9589 5200
Email: michael@simpsonfreed.com.au

Current fees for new members with existing waterfront devices are \$6,000 for shares and membership and \$4,000 for the first years waterfront license. Total payment is \$10,000. Payments to be made to the following account:

Bank : Macquarie Bank
Account Name: Sylvania Waterways Limited
BSB: 182 222
Account: 303038897

Please reference: 92 Belgrave Esplanade, Sylvania Waters, with payment.

Membership fees are paid once only.

In addition to becoming a Member and shareholder in Sylvania Waters, the following must also be completed in order to obtain a waterfront license.

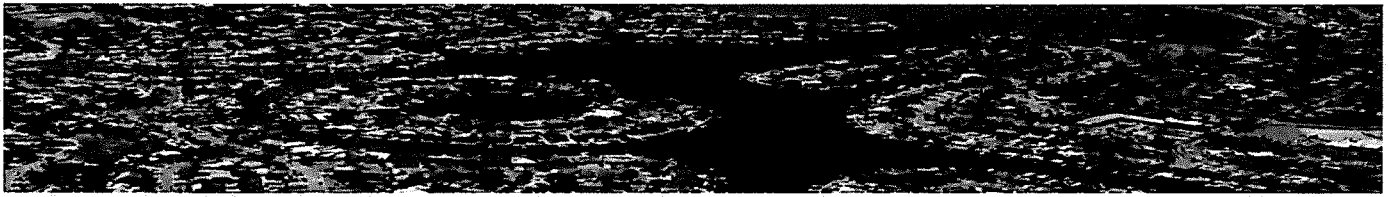
- 1) New owner to attend an introduction to Sylvania Waterways Ltd meeting which is held at the SWL's administration offices located at STM, 191 – 193 Taren Point Road, Taren Point. Meetings take place every month, commence at 6pm and last for approximately 1 hour. The meetings provide the new owner with the opportunity to meet with the SWL's Directors, watch a short video about living in Sylvania Waters and importantly, learn about the property's sea wall which is the waterfront owner's responsibility. The new owners share certificate will be made available for collection at this meeting.
- 2) Obtain a Sea Wall inspection report from Steve Wheelan (seawall engineer) 9545 1551 cost \$550 inc GST and undertake any necessary sea wall maintenance within 12 months of property purchase.
- 3) Confirm the property has a life buoy installed near the water.
- 4) Provide an electrical compliance certificate if any power is connected to the pontoon.
- 5) Remediate any non-compliant waterfront devices or waterfront irregularities.

Once a waterfront license is issued, providing the waterfront devices are maintained in a safe condition (remain compliant), **no** future annual waterfront license fees will apply.

Further particulars about the procedures and regulations concerning the use of waterfront properties in Sylvania Waters Estate can be found on our website at www.sylvaniawaters.com

Yours faithfully
Simpson Freed Lawyers

Michael Corbett-Jones
Email: michael@simpsonfreed.com.au



DOCUMENT 1019

**PROCESS AND CHECKLIST FOR APPLICATION AND INSTALLATION OF PONTOON OR
 FLOATING DEVICE. (Refer Document 1016 for Regulations).**

OWNERS NAME: _____

PROPERTY ADDRESS: _____

All parties must comply with the process and regulations associated with the application and approval for the installation of the items detailed within the document.

The damage or loss of this document may result in significant delay or restarting of the installation process.

A copy of this document will be submitted to Sutherland Shire Council as part of the Development Approval process.

Please ensure all processes in the below checklist are completed.

- | | | |
|---|--------------------------|--------------------------|
| 1. Complete general details section | (Contractor and owner) | <input type="checkbox"/> |
| 2. Perform initial site visit | (Contractor or Director) | <input type="checkbox"/> |
| 3. Review Share Holder Compliance | (Director) | <input type="checkbox"/> |
| 4. Sketch & Submit Draft Drawing for review by SWL | (Contractor or Owner) | <input type="checkbox"/> |
| 5. Draft sketch assessed / reviewed for approval | (Director) | <input type="checkbox"/> |
| 6. Submit draft (CAD) drawings for review by SWL | (Contractor or Owner) | <input type="checkbox"/> |
| 7. Sylvania Waterways review draft (CAD) Engineers Drawings | (Director) | <input type="checkbox"/> |
| 8. Notification to adjacent neighbours of application | (Director) | <input type="checkbox"/> |
| 9. Submit Safe Work Method Statement to SWL | (Director) | <input type="checkbox"/> |
| 10. Obtain and submit comprehensive engineer's drawings | (Contractor) | <input type="checkbox"/> |
| 11. Review of final comprehensive engineer's drawings | (Director) | <input type="checkbox"/> |
| 12. Submit bond to SWL and obtain receipt | (Director) | <input type="checkbox"/> |
| 13. Perform checklist Pre DA submission to SSC | (Director) | <input type="checkbox"/> |
| 14. Submission by Applicant/Contractor to SSC for DA Approval | (Contractor) | <input type="checkbox"/> |
| 15. SSC approves DA in writing | (Council) | <input type="checkbox"/> |
| 16. Install device in accordance with approval | (Contractor) | <input type="checkbox"/> |
| 17. Notify SWL of job completion | (Contractor) | <input type="checkbox"/> |
| 18. Review installation for compliance | (Director) | <input type="checkbox"/> |
| 19. Return bond to contractor | (Director) | <input type="checkbox"/> |

1. GENERAL DETAILS

(Contractor or Director)

Property at: _____ Sylvania Waters NSW 2224

Property owners name(s): _____

Property owners Mail Address: _____

Contact Details: Ph _____ Mbl _____ Email _____

Specific devices(s) applied for: _____

Supplier: _____

Supplier contact name: _____

Ph _____ Mbl _____ Email _____

Old devices to be removed: _____

Comments: _____

_____ Date: _____

Person completing details above to print name

2. INITIAL SITE VISIT

(Contractor or Director)

Will the intended installation limit or restrict Stormwater
release from main pipes in Sea Wall or into Channels Yes or No

Is the depth adequate for the intended devices Yes or No

Do the intended devices conform to SWL and SSC regulations Yes or No

Can the piling rig access the location Yes or No

List devices to be removed (old): _____

Nominate who will remove items details above: _____

Comments: _____

_____ Date: _____

Person completing details above to print nam

3. REVIEW SHARE HOLDER COMPLIANCE

(Director)

Is the applicant a financial member? Yes or No

Are there any current disputes or non-compliance matters? Yes or No

Do the owners understand all old devices are to be removed? Yes or No

Has the Sea Wall capping beam been upgraded and approved? Yes or No

Is there a copy of the new capping Engineers Certification? Yes or No

(If Yes, attach to application)

Has the owner completed a licence agreement Document 1014? Yes or No

Has the owner submitted signed Seawall Indemnity Form? Yes or No

Comments: _____

Date: _____

Director completing details above to print name

4. SKETCH & SUBMIT HAND DRAWN DRAFT FOR REVIEW BY SWL

(Contractor or Owner)

The purpose of this sketch is to assist in the approval process by limiting upfront costs to the owner/contractor. If the sketch is approved in principal, engineering drawings will be requested or adjustments may be recommended.

Supplied sketch must include – all safety equipment, dimensions from sea wall and boundaries, length and width of all floating devices, location of life buoy with lanyard, location of gangway, location of ladder, length and width of any vessel intended to be moored there, quantity and location of jet ski pods, number and location of poles, etc.

Intended device Manufacturer Company Name _____

Manufacturer Contact Numbers:

Ph _____ Mbl _____ Email _____

Intended Installer:

Intended Pole Installer:

Nominate Certifying Marine Engineer: _____

5. SWL REVIEWS SKETCH OR HAND DRAWN DRAFT

(Director)

Drawing No/Reference: _____

Date: _____

Copy of draft drawing attached:

Yes or No

Draft sketch or drawing conforms to SWL regulations:

Yes or No

SWL to notify contractor or owner to proceed to engineering drawing:

Yes or No

Comments: _____

Date: _____

Director completing details above to print name

6. SUBMIT DRAFT ENGINEERING (CAD) DRAWINGS FOR REVIEW BY SWL :

(Contractor or Owner)

Drawing No./Reference: _____ Date: _____

Comments: _____

Date: _____

Director completing details above to print name

7. SYLVANIA WATERWAYS REVIEW DRAFT (CAD) ENGINEERS DRAWINGS

(Director)

Distances of Equipment from Neighbours Boundary Line > 1.0m

Yes or No

Old equipment to be removed noted

Yes or No

Certifying Marine Engineer details recorded

Yes or No

Marina – Intended boat will not restrict safe navigation

Yes or No

Copy of engineering drawing attached

Yes or No

Engineering drawing conforms to SWL regulations

Yes or No

Comments: _____

Date: _____

Director completing details above to print name

Response / Review returned to _____ Date: _____

8. NOTIFICATION TO ADJACENT NEIGHBOURS OF APPLICATION by Sutherland Shire Council during DA process.

9. SUBMIT SAFE WORK METHOD STATEMENT TO SWL

(Director)

S.W.M.S submitted	Yes or No
S.W.M.S. accepted as satisfactory	Yes or No
Approval to Proceed:	Yes or No
Resubmit and Revise/Update:	Yes or No
Proceed and include comments/Notes	Yes or No

Comments:

Date: _____

Person completing details above to print name

10. SUBMIT COMPREHENSIVE ENGINEERS DRAWINGS

(Contractor)

Drawing No: _____ Reference: _____

Architect or Engineer's name: _____ Drawing Dated: _____

Comments: _____

Date: _____

Person completing details above to print name

11. REVIEW OF FINAL ENGINEER'S DRAWINGS

(Director)

Drawing No / Reference identification cross checked: Yes or No

Satisfied no amendments have been made to originals: Yes or No

Comments: _____

Date: _____

Director completing details above to print name

12. SUBMIT BOND TO SWL AND OBTAIN RECEIPT

(Director)

Bond submitted by : _____

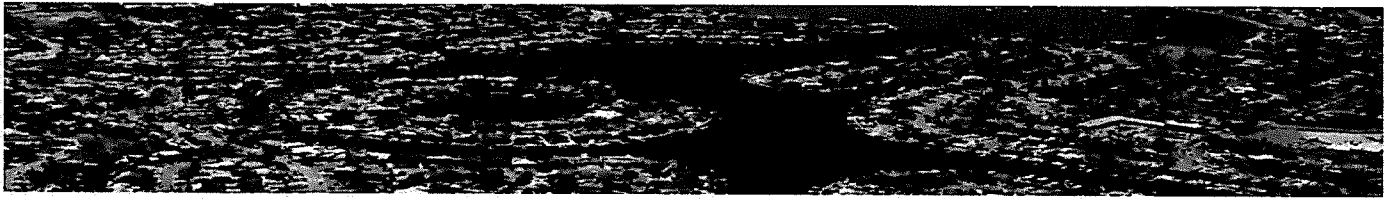
Amount: \$2000.00 Cheque No: _____

Date: _____ Received by: _____

Comments: _____

_____ Date: _____

Signature of authorised SWL director



13. PERFORM CHECKLIST PRE DA SUBMISSION

(Director)

Drawings dated and endorsed for Construction	Yes or No
Drawings certified by design engineer	Yes or No
Satisfactory safe work method statement submitted	Yes or No
Neighbour Notification (adjacent)	Yes or No
Objections received from neighbours	Yes or No
Any objections resolved	Yes or No
\$2000.00 Bond received from Contractor, (not owner)	Yes or No
Completed and signed SWL Agreement	Yes or No
Resubmit, Revise/Update	Yes or No
Proceed with DA Application and Include Comments/Notes	Yes or No
Seawall Engineers Certificate	Yes or No

I confirm that I hold the position as Director of Sylvania Waterways Ltd and approve this application for the Property located at (insert address) _____ Sylvania Waters, 2224, for DA submission to Sutherland Shire Council.

Signed Director (SWL) _____ **Print Name:** _____

Contact Ph _____ **Email:** _____ **Date** _____

Description of Work approved:

14. APPLICANT ENGAGES CERTIFIER

15. SSC APPROVES DA IN WRITING

(Council)

16. INSTALL DEVICE IN ACCORDANCE WITH APPROVAL

(Contractor)

Contractor applies for access permit: Date: _____

Contractor commissions building and or installation works

Access permit issued by director reviewed, recorded and returned to: **(Applicant/Contractor)**

(name of recipient)

Date

17. NOTIFY SWL OF JOB COMPLETION

(Contractor)

Contractor notifies SWL of completion of works and installation.

Person notifying SWL: _____

Date: _____

Contractor notifying SWL must complete details above & print name

18. INSPECT SITE FOR INSTALLATION AND COMPLIANCE

(Director)

Engineers Report and Certification Yes or No

All Old devices and Old pontoons removed from SWL Yes or No

Life Buoy and Ladder Fitted and secured permanently Yes or No

Hand Rails on Platform and Gantry Installed Yes or No

No Gaps in Landings Yes or No

Bond return requested by contractor Yes or No

New Licence Issued to Owner Yes or No

Customer/Share Holder and SWL must be satisfied that all works carried out are to a professional and satisfactory standard, as per the plans and drawings.

I hereby declare, to the best of my knowledge, the installation of the works as detailed herein comply with the drawings, regulations and standards of Sylvania Waterways Limited and that no pollution or debris has been left behind after works have completed.

I consider this installation compliant and complete: Sign _____

Print Name _____ Date: _____

Comments:

Date: _____

Director completing details above to print name

19. RETURN BOND TO CONTRACTOR

Bond returned to: _____ Amount: _____

Cheque Number: _____ Date: _____

Submitted by: _____

CAUTION: DO NOT SAW, CUT OR CORE HOLES IN SEA WALL CAPPING



Application form (1025) for;

- ☐ Erection of Mooring Pole(s) and or Pontoon (attach with form 1019 as necessary).
- ☐ Other devices on, or over Company land.
- ☐ Use of Company land to moor a vessel.
- ☐ New Sea Wall (attach with form 1020 as necessary).

✓ Appropriate box

1. Applicant Details (must be property owner) "the applicant" as noted on property deed.

Given Name.....Family Name.....

Given Name.....Family Name.....

Waterfront Property Address.....,Sylvania Waters, NSW, 2224.

Postal Address (if different to above).....

Mobile..... Contact name.....

Mobile..... Contact name.....

Email..... Contact name.....

Email..... Contact name.....

Allow communications via SMS Yes ☐ No ☐

Applicant Current Member Yes ☐ No ☐

COMPLETED FORMS TO BE RETURNED TO;

Sylvania Waterways Ltd

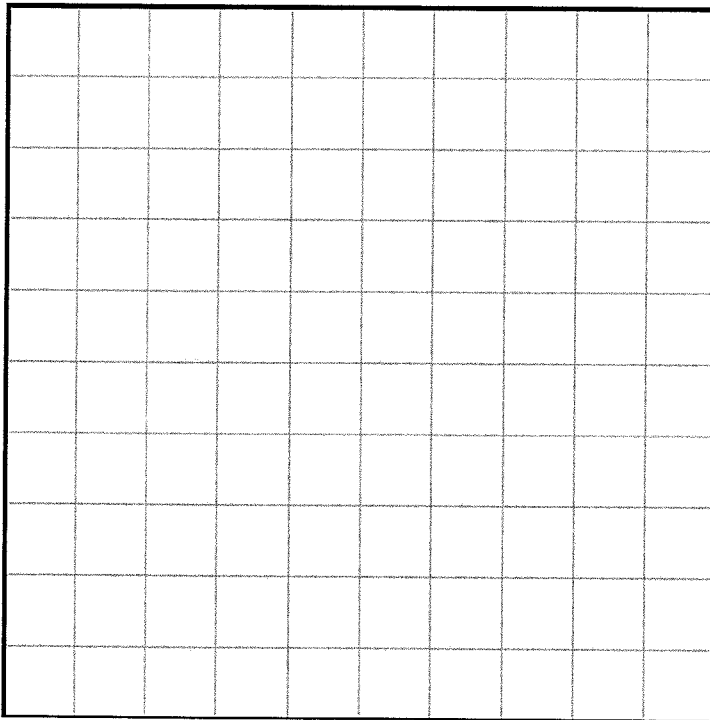
C/- STM PO BOX 2727

Taren Point, NSW 2229

Email: Chairman@sylvaniawaters.com

Sylvania Waterways Ltd
C/- STM, PO BOX 2727, TAREN POINT, NSW 2229
ABN 75 002 729 839
sylvaniawaters.com

2. Sketch of Property and proposed location of mooring structure (being mooring poles and/or a pontoon)



Sketch must clearly show:

- Side boundaries of adjoining properties
- North direction
- The existing seawall (straight/convex/concave)
- Location of existing (or proposed) pontoon/walkway or mooring booms - or moorings
- Proposed distance of pole/s from seawall
- Proposed distance between poles
- Proposed distance of pontoon extremities from seawall
- Dimensions of structure.

OR Attach Drawings.

3. Details of Private vessel to be moored at mooring structure.

☐ Motor Vessel

☐ Sailing Vessel

Is the Vessel Commercially Registered?

Yes



No

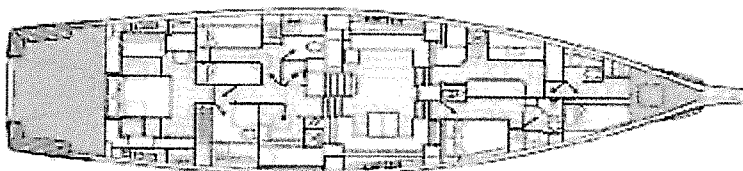


— Total width of vessel structure.....metres

— Total length of vessel structure.....metres

} Note: Not Waterline Length/Width.

— Will Vessel be contained between Poles? Yes ☐ Other ☐



← Total Length →

Note: Any increase in the size of the moored vessel must be notified in writing to the Company for approval. Any license granted will be only for a vessel of maximum dimensions as specified in this application.

The mooring of a vessel of dimensions in excess of (width) and(length) will not be permitted.

NOTE: Vessel length must not encroach within 1 meter of neighboring properties.

4. Application Fee \$.....

5. Licence Fee \$.....

For period from..... Expiry Date.....

6. Declaration by Applicant.

I hereby acknowledge that I have read and agreed to be bound by the terms and conditions of a licence to use the property of Sylvania Waterways Limited ("the Company") as set out hereafter and those terms and conditions are both express and implied provisions of the licence agreement to be granted to me.

6.1 Ownership of the Sylvania Waterways Estate:

- (a) The waterway is owned and controlled by the Company in its position of registered proprietor of Lot 1 in Deposited Plan 615171 ("The Company Land").
- (b) The applicant has no right to use any part of the waterway except as permitted by the Company under a licence granted to the applicant.
- (c) The Company has an unfettered discretion whether it grants to the applicant a licence to use the waterway for the erection of mooring structures or to moor any vessel on the waterway adjoining the property.
- (d) The applicant has no right to leave (or permit to remain) on the seabed (or in or on the waterway) of the Company land any debris whatsoever. Without limitation debris means rubbish, soil, mud, concrete, dirt, fill, waste, trees, grass, shrubs or any foreign material which trespasses onto the Company's land as a result of the failure of the seawall or otherwise except as permitted by the Company during repair works and in accordance with its requirements. It is the sole responsibility of the applicant to remove any debris from the Company's seabed at the applicant's cost. The applicant agrees that any debris remaining on land owned by the Company is a trespass upon the Company land.
- (e) The applicant is responsible for ensuring any tenants are aware of and comply with the Company's regulations.

6.2 Licence personal:

- (a) Any licence granted to the applicant is personal and cannot be transferred.
- (b) The applicant must advise any purchaser of the property that a licence issued by the Company for the use of the waterway is not transferable. Any purchaser must make a fresh application for a licence to the Company and has no authority to use any structures on the waterway or to moor a vessel on the waterway next to the property until a licence is granted by the Company.

6.3 Mooring structures:

- (a) The Company wishes to ensure that all mooring structures erected on its property are kept in a safe and serviceable state of repair and in strict compliance with the Company's regulations and the Sutherland Shire Council Local Environment Plan (LEP).
- (b) The Company has sole unfettered discretion, acting reasonably and in conjunction with a qualified engineer, at the applicants cost, in determining if any mooring structures erected pursuant to this licence are unserviceable, dangerous or in need of repair.
- (c) If the Company so concludes, the applicant must carry out maintenance or repair work on the mooring structures in accordance with any notice issued by the Company.
- (d) If the Applicant does not attend to the maintenance or repair works required hereunder then the Company shall be entitled to issue invoices for an amount determined by the Board of Directors in July of each year until the maintenance or repair works are complete or the waterfront structures are removed. Invoices issued are with respect to licensing only and will not cover the cost of any repairs or maintenance.
- (e) The applicant cannot alter the position of the mooring structures from that approved by the Company without the Company's written consent and necessary access permits and approvals.

6.4 The seawall erected on the property at its boundary with the waterway:

- (a) To protect the waterway and land generally within the Sylvania Waterway Estate, the Company will not allow the use of the waterway by the applicant if the seawall on the property is in a state which is a danger to the waterway through collapse, release of material and debris into the waterway or the like.
- (b) If the Company believes that the seawall on the property is in a state of disrepair which is a danger to the waterway, it may serve a notice on the applicant requiring production of a report from the Company's sea wall engineer, at the applicants cost, certifying the structural stability of the seawall and, if works are required, specifying those works. The applicant will be given six (6) weeks to produce that structural report.
- (c) If the structural report recommends work to be carried out on the seawall to preserve its integrity, that work must be undertaken by the applicant in a proper and workmanlike fashion within four (4) months of the date of the certificate and the Company must provide written consent approving the repairs.
- (d) Following completion of the work on the seawall, the applicant must supply to the Company a further report from the engineer who provided the structural report certifying that the work has been completed in a proper and workmanlike fashion.

- (e) If a seawall is required to be erected on/over Company's land, then a special agreement/licence is required. This agreement/licence is only available to members.
- (f) If the Applicant does not attend to the repair the works required hereunder then the Company shall be entitled to issue invoices for an amount determined by the Board of Directors in July of each year until the required repair works are complete. Invoices issued are with respect to licensing only and will not cover the cost of any repairs.

6.5 Indemnity

- (a) The applicant indemnifies the Company to the fullest extent permitted by law against any and all claims of any nature arising from an accident or other occurrence involving:
 - i. the Company waterway within Lot 1 in Deposited Plan 615171.
 - ii. the mooring structures the subject of this licence application;
 - iii. any vessel moored on the waterway adjacent to the property;
 - iv. the use of any vessel by the applicant within the waterway;
 - v. any collapse or defect in the seawall on the property; and
 - vi. any mooring structure, slipway or vessel encroaching on the waterway without the consent of the Company.
- (b) If so required by the Company, the applicant must produce evidence of insurance covering the risks referred to in this clause.
- (c) The Applicant also fully indemnifies the Company in relation to any notice, fine, or other demand issued by the Sutherland Shire Council in respect of the applicant's non-compliant waterfront devices.

6.6 Vesting of mooring structures in the Company:

- (a) The applicant has no right to erect or use any mooring structures on the waterway except pursuant to a licence granted by the Company.
- (b) Upon the termination of the licence for any reason, the mooring structures are automatically vested in the Company and the Company may take steps to remove those structures if it deems fit at the property applicants cost.
- (c) Any mooring structures approved by a licence with the applicant may be the subject of a new licence granted to a purchaser of the property upon appropriate application.

6.7 Restrictions on the use of the property:

- (a) The applicant agrees that they will not use the property in any of the following ways:
 - i. Apply for or allow more than one self-contained dwelling to be erected or remain on the property and no other building of any nature shall be erected so as to stand alone from the main dwelling, which the applicant agrees and accepts is enforceable and reasonable;
 - ii. The property shall not be used for other than residential purposes;
 - iii. The main wall of any dwelling on the property shall not be closer than 9.144m to the waterway;
 - iv. No waterfront sea wall, concrete capping beam, concrete anchor or tie rods on the property shall be interfered with in any way.
 - v. No excavation shall be made below the yard level without a prior search to determine the location of sea wall supports (e.g. tie rods).
 - vi. No fence shall be erected on the property between the water boundary and the nearest building line of a dwelling unless it is of a see-through type not more than 1.0m in height or as required to comply with local council pool fence codes.
- (b) The applicant must comply with the terms of the above restrictive matters affecting the property.
- (c) The applicant must remedy any breach of the restrictions within one (1) month of being directed to do so by a notice issued by the Company. If the applicant does not remedy the breach, then the Company shall be entitled to:
 - i. issue invoices for an amount determined by the Board of Directors in July of each year; and
 - ii. terminate the applicants waterfront licence until the breach is remediated.

6.8 Identification marking on mooring structures:

The Company may display an identification number on any mooring structures within the waterway.

6.9 Licence fee:

- (a) The applicant, shareholder, or member of the Company, must pay a licence fee determined by the Company and advised to them annually in advance.
- (b) The Company reserves the right to vary the licence fee from time to time.
- (c) The Company's policy is to charge a licence fee to shareholders/members of the Company only upon the purchase of the property in Sylvania Waters. If, by a resolution of the Company, that policy changes, the applicant agrees to pay any licence fee determined by the Company.
- (d) A shareholder can apply for an exemption on further annual licence fees provided all regulations are compliant at the waterfront property.
- (e) A licence is issued as acceptance of the exemption certificate compliance.
- (f) A licence can only apply to conforming waterfront facilities or devices.

6.10 Regulation and procedures for mooring structures:

- (a) The applicant agrees that the Company may publish regulations and procedures for the installation and use of mooring structures from time to time.
- (b) The Company will produce to the applicant with the formal grant of licence a copy of the most up to date publication.

- (c) If there is any inconsistency between these terms of the licence and the regulations, these terms will prevail.
- (d) The applicant must comply with all relevant terms of the regulations and procedures issued by the Company.
- (e) The Company may serve a notice on the applicant specifying any breach of the regulations and procedures and requiring that breach to be remedied within such reasonable time as stated in the notice.
- (f) The applicant should not assume that the existing waterfront devices comply with current waterfront device regulations and should request a waterfront exemption certificate to determine their status.

6.11 Termination by the applicant:

- (a) The applicant may terminate any licence granted by a notice in writing to the Company of one (1) month.
- (b) Upon termination of the licence, the applicant must remove all mooring structures erected pursuant to the licence and cease to moor any vessel on the waterway adjacent to the property unless a fresh licence agreement is entered into in relation to the property.

6.12 Termination by the Company:

The Company may terminate the licence agreement:

- (a) upon a transfer of the property by the applicant;
- (b) if the applicant fails to repair any mooring structures as required by the Company pursuant to clause 6.3;
- (c) if the applicant fails to remove mooring structures adjacent to the property which are not the subject of a licence with the Company when required to do so by the Company;
- (d) if the applicant erects mooring structures within the waterway without obtaining a licence to do so from the Company;
- (e) if the applicant moors more than one vessel on the waterway adjacent to the property;
- (f) if the applicant moors an unapproved vessel on the waterway adjacent to the property;
- (g) if the information contained in this application is incorrect and is not corrected within one (1) month of the applicant being required to do so by the Company;
- (h) if the applicant fails to pay any licence fee specified in the licence agreement or as advised to the applicant by the Company within one (1) month of the due date;
- (i) if the applicant fails to produce certification from a structural engineer in relation to the seawall on the property when so required by the Company in accordance with clause 6.4(b);
- (j) if the applicant fails to carry out repairs to a defective seawall on the property specified in a structural engineer's report in accordance with clause 6.4(c);
- (k) if the applicant fails to produce the engineer's report required by clause 6.4(d);
- (l) if the applicant fails to remedy any breach of the restrictions in accordance with a notice issued by the Company under clause 6.7(c); or
- (m) if the applicant fails to remedy a breach of the regulations and procedures for the installation and use of mooring structures within the period specified in a notice issued by the Company pursuant to clause 6.10(e).

7. No work over Sylvania Waterways seabed is permitted without an Access Permit.

8. In the case of a new seawall application no work is to commence until an Access Permit is granted and written authority is given by Sylvania Waterways Ltd that all its requirements have been fulfilled and works can commence on the construction of the new seawall.

Any questions in respect of this application should be directed to chairman@sylvaniawaters.com

Signed by Property Owner..... Date

Signed by Property Owner..... Date

(If a company, the application must be signed under common seal)

in the presence of (Name).....Title.....

Signature.....Date

Sylvania Waterways Ltd
C/- STM, PO BOX 2727, TAREN POINT, NSW 2229
ABN 75 002 729 839
sylvaniawaters.com



Regulations and procedures for the installation and use of mooring poles and secured flotation devices erected and located over Sylvania Waterways property.

1. Sylvania Waterways seabed is private land.

The seabed of Sylvania Waterways is private land legally owned by Sylvania Waterways Limited ("the Company"). In turn, the Company is made up of those waterfront property owners who hold shares and those shareholders are referred to as 'members'.

Members are however reminded that they personally do not own the seabed and should not take 'liberties' with the legal rights of the Company and their neighbours.

The seabed is managed by the elected Company Directors.

ALL PROPERTY OWNERS ARE URGED TO VIEW THE SEABED AS THEY WOULD A NEIGHBOUR'S PRIVATE LAND AND NOT PLACE RUBBISH, ERECT POLES, OR DEPOSIT ITEMS (ETC.) ON THAT LAND IN VIOLATION OF COMPANY OWNERSHIP RIGHTS.

2. Rights attaching to membership.

Company Article 102 defines certain "rights attaching to membership" of the Company. Generally, this includes the right to moor a vessel, to erect and maintain a pontoon as **the Company may approve**, etc.

The Article 102(7) further provides: "The Board shall have the power to grant licence to a member for use of the Company's land upon such terms and conditions as the Board may determine."

No pontoon will be approved if properties have been subdivided.

Upon the sale of a property all rights attached to membership are forfeited.

3. Definitions.

(a) 'Mooring Poles'. As of November 2015, must be steel clad in black with white cap.

Describe poles erected upon the seabed for the mooring of vessels of any type, or for any other purpose.

(b) 'Mooring Booms' (Now noted as dangerous and must be removed).

Describe those devices which normally protrude at 90° from the top of seawalls over the seabed.

(c) 'Mooring Buoys' (prohibited).

Describe anchors, weights, of any description attached to mooring buoys/ropes which are located on the seabed and used for the mooring of vessels of any type - or for any other purpose and must be of illuminated type to A.S. requirement. Only as a temporary construction or repair situation.

(d) 'Pontoons'

Describe those floating platforms which are attached to the seawall by a walkway and which float over the seabed. The pontoons may have vessels moored alongside.

4. Number of vessels and non-commercial use.

- (a) Only one vessel is permitted to be moored at each property unless by special permission of the Company.
- (b) The mooring of commercially registered vessels in the Waterways is not permitted without the permission of the Board and the mutual agreement of specific conditions.

5. Sutherland Shire Council Endorsement and Compliance.

The erection of mooring poles will require the issue of a Sylvania Waterways Mooring Licence, with guidelines and limitations approved by Sutherland Shire Council.

THE OBTAINING OF SUCH APPROVALS REMAINS AT ALL TIMES THE RESPONSIBILITY OF THE APPLICANT/PROPERTY OWNER.

MOORING POLES (OR OTHER DEVICES) ERECTED WITHOUT NECESSARY COMPANY LICENCE (AND APPROVAL OF OTHER REGULATORY BODIES) MAY BE SUBJECT TO IMMEDIATE REMOVAL ORDER AT THE PROPERTY OWNER'S EXPENSE.

6. Sylvania Waterways Licences.

Application forms for the erection and/or use of mooring poles, or other devices, are available from our web site www.sylvaniawaters.com or;

SYLVANIA WATERWAYS LIMITED, C/- STM, PO Box 2727, TAREN POINT NSW, 2229 or;
by contact with any of the Directors.

7. Application Fees and Licence Fees.

The Board has the authority to establish terms, conditions and fees for dealing with Applications or issue of licenses for mooring poles, booms, moorings or pontoons (etc.)

(i) Application for Licence to use mooring poles, pontoon, etc.

- (a) Members: For new erection of poles and/or establishment of pontoon, No fee shall apply to a member who is not in financial arrears or non-compliance status.
- (b) Non-Members : For new erection of poles — An Application fee set by the Board of Directors of the Company.
- (c) For issue of new licence for existing poles and/or pontoon — A Licence fee set by the Board of Directors of the Company.

(ii) Annual Licence Fees for continued use of mooring poles, and/or pontoons, etc.

- (a) Members not in arrears: Subject to a licence having been granted by the Company, no annual fee applies.
- (b) Non-Members: — A Licence fee set by the Board of Directors of the Company.

8. Licence Period/s

(i) Members

Licenses are issued to members for the period of their membership of the Company, subject to the member: -

- Remaining at all times in good financial standing with the Company by payment of fees or levies as and when they fall due.
- Accepting the authority of the Board to amend terms and conditions attached to the issue, or continuation, of licenses.

(ii) **Non Members**

Licenses to non members will be issued annually with the commencement date to be 1st July and the expiry date to be 30th June in the following year.

9. Public Risk Insurance.

PROPERTY OWNERS SHOULD ENSURE THAT ALL RISKS ARISING FROM THE PONTOON OR POLES ARE HELD COVERED BY THEIR HOUSEHOLDERS PUBLIC RISK INSURANCE POLICY OR OTHER POLICY SPECIFICALLY ARRANGED.

SINCE SUCH ITEMS ARE NOT WITHIN THE BOUNDARY OF THE PROPERTY INSURED, THERE SHOULD BE A SPECIAL NOTATION ON THE PROPERTY OWNERS POLICY TO THIS EFFECT.

10. General Vessel Insurance.

All vessels moored over Company land must be comprehensively insured including Public Liability Policy inclusive and copies submitted to Sylvania Waterways Limited

11. Certification

The engineering of all flotation devices shall comply with the latest standards and regulations and it shall always remain the responsibility of the owner of the specific property for the maintenance of all equipment. All flotation devices must be fully certified by a certified marine engineer at design stage and at completion of installation - failure to complete may result in non-refund of bond.

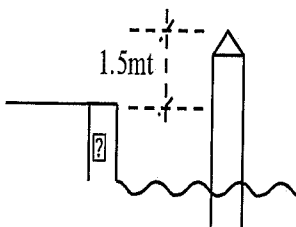
MOORING POLES - SPECIFICATION & REGULATIONS

1. Pole Length: (Poles not for support of pontoons)

- Poles should be 9 to 10 metres in length (min.) depending on location and seabed.
- Pole should be set 3 to 5 metres into seabed for firm footing.
- In areas where the seabed is in need of dredging due to siltation, Poles may need to allow a compensation for the removal of silt.

Pole Types: Black Polyurethane Sheathed Steel (as per engineer's specifications).

Height above Seawall: Pole height to be 1.5 metres above height of seawall and fitted with white cone.



Distance from Seawall: (Straight wall). Poles are to be set a maximum of 6.5 metres from the seawall (see Fig. 1 below).

Variation which may be necessary for 'concave' or 'convex' wall shape will need to be considered by the Board for special conditions.

Fig 1 Straight Wall

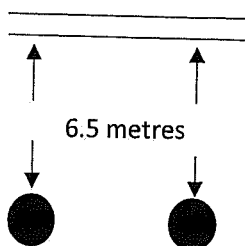
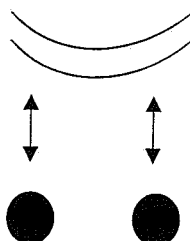
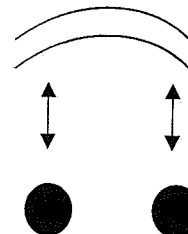


Fig 2 Convex Wall



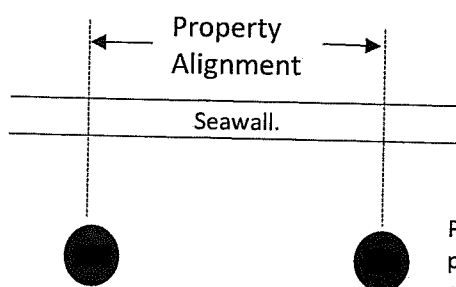
Distance to be determined

Fig 3 Concave Wall



Distance to be determined

Fig 4. Positioning of Poles



Poles must be set up for possible dual use by adjoining property.

Number of Poles per Property: Normally, licenses will only be issued for a maximum of 2 poles per property. However, special exemptions may be granted if the Board considers special circumstances exist.

Mooring Attachments: Contractors. Mooring attachment slides may be used on poles. The contractor must be approved by Sylvania Waterways Limited.

- The name of the intended contractor must be shown on the application for a mooring licence.
- The Board reserves the right to withhold the issue of a licence if contractor nominated fails to provide satisfactory references or qualifications.
- The Board can advise a list of contractors.
- \$2,000 bond to be submitted with the application.

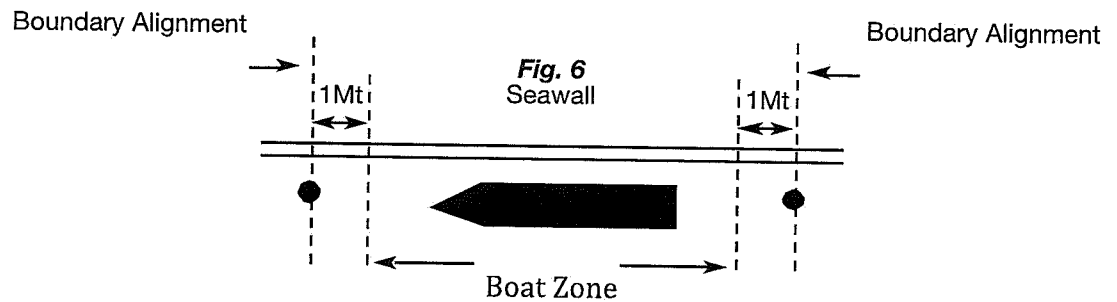
No obstruction: License will not be issued if the pole, or poles, are considered to comprise a navigation hazard. No structure must interfere with the access to neighbouring properties.

2. Vessel to be moored:

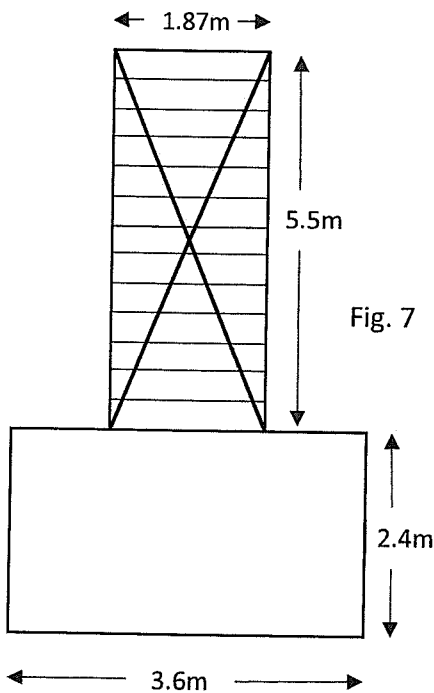
Normally, craft should be moored parallel to the seawall.

Vessel to be moored shall not be greater in length than to be fully contained within the boat zone of the Applicant's property allowing 1 metre clearance.

Refer to figure 6 below.



3. Standard Pontoons:



Pontoons are to be of approved construction with the standard dimensions of 3.6m x 2.4m. The standard walkway to the pontoon is 5m to 5.5m long (depending on shape of seawall) and 1.8m wide. Any pontoon with dimensions outside the standard size will be subject to special consideration.

NOTE: These pontoons are generally not designed for mooring vessels to. An engineer's approval must be submitted for licence approval

Adequate cross bracing in Stainless Steel strapping and bolts required.

All pontoons must include adequate flotation material so it cannot sink if the pontoon gets flooded or develops a leak.

4. Marina Style Jetty & Pontoons

Sylvania Waterways Limited's recommended requirements based on:

- Safety
 - Clearance of waterways access
 - Accessibility
 - Neighbourhood appearance
 - Minimum load on seawalls
 - Clearance and allowance for future seawall works.
 - Durability and quality engineering.
- (i) This pontoon / jetty is generally constructed from air cell marine grade flotation pods encased in sealed high density polyethylene and capped with a concrete deck, framed in aluminium or selected hardwood.
- (ii) The deck can be a subtle colour marine carpet or patterned concrete.
- (iii) The pontoon / jetty is held in place by 2 poles with a third pole supporting the walkway ramp platform. An engineer's design must accompany the application form and must indicate its expected design life.

Every pontoon must have the following safety and design features:

- Handrails on ramp
- Folding retrieving ladder (Note: location as shown on sketches advisory only)
- Minimum 1 flotation life buoy on lanyard and support
- Any pontoon or waterfront work will only be approved if the current seawall has a recent Safety Certificate from the Seawall Engineer.
- All new work must include a life buoy supplied and fitted to comply with Australian standards;
- All new pontoon and waterfront works must allow for future new seawall works and leave clearance of 700mm measure from the face of the upgraded capping beam (600 x 750 approx. (or the equivalent alignment if the old capping is still the original (220 x 300).
- All large pontoons (Marina style) maximum size will be 14 meters x 3 meters;
- All pontoon applications to show location of new seawall and all equipment not to exceed 5m off the face alignment as is current;
- All ramps to marina style pontoons: -
 - Have no timber or plywood bases – should be aluminium;
 - Have stainless steel or similar infill's between the gaps of the handrails and landings on both rails, by flexible cable or wire.
- All piles to be placed clear of new seawall zone (refer item 3).
- All new pontoon installations must be approved by Sylvania Waterways Directors then by Sutherland Shire Council for D.A. before any works can commence.

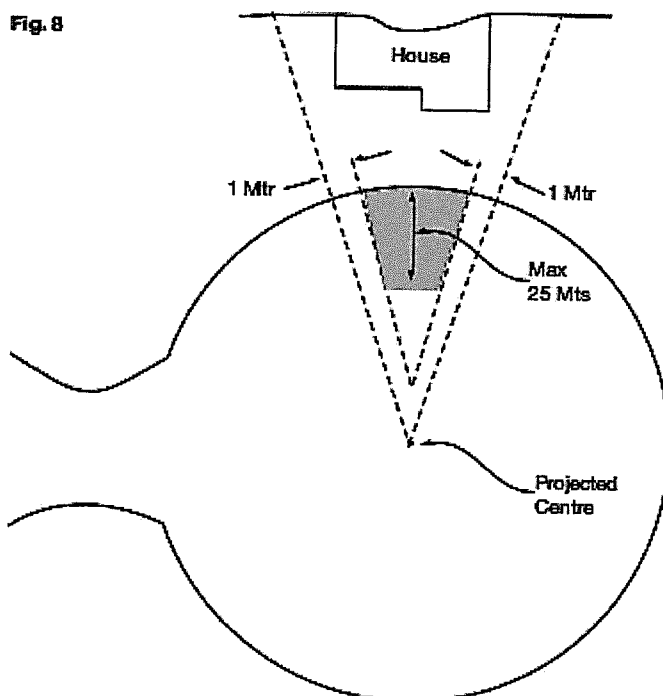
- If water is required at the pontoon there must be an isolation ball valve located near/adjacent to the ramp landing at the seawall capping level and be easy to disconnect.
- All power and lighting must be installed in accordance with Australian Standards and be protected by E.L.C.B and must be connected by a plug and switch outlet of the hose proof type similar to Clipsal 56 series. This is to allow quick isolation and disconnection if required, located on the landing.
- All connection points shall be located at a minimum height 600 above the sea wall capping.

The following general notes also apply;

- Lighting must be subdued and approved.
- Rafting of boats prohibited.
- Overnight rafting by visitors permitted only if the channel is safe and clear for passing vessels.
- Maximum of 3 jet ski pods – 1m clearance to building alignment.
- No boat / vessel shall overhang into the neighbour's alignment.
- Boats must be moored parallel with their seawalls (James Cook internal and jet ski docks exempt).
- Sylvania Waters speed limit is "idle speed" and "no wash".

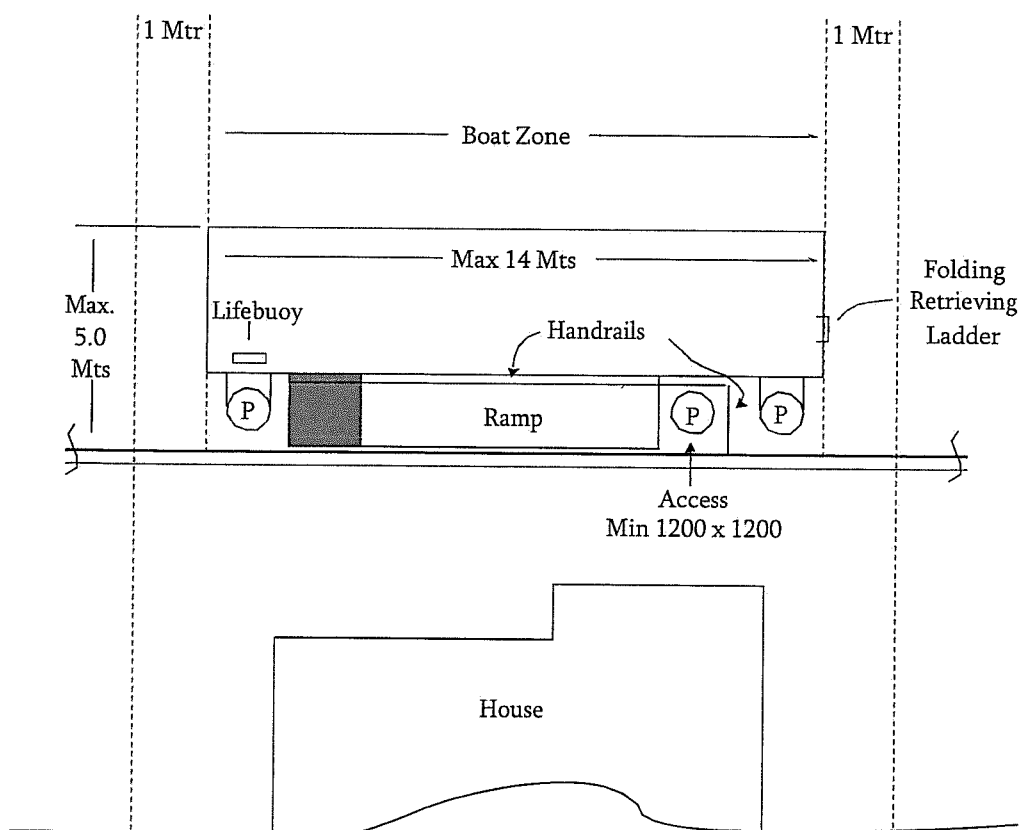
The following sketches form guidelines and limitations specifically formed so that all property owners' rights are protected:

Fig. 8



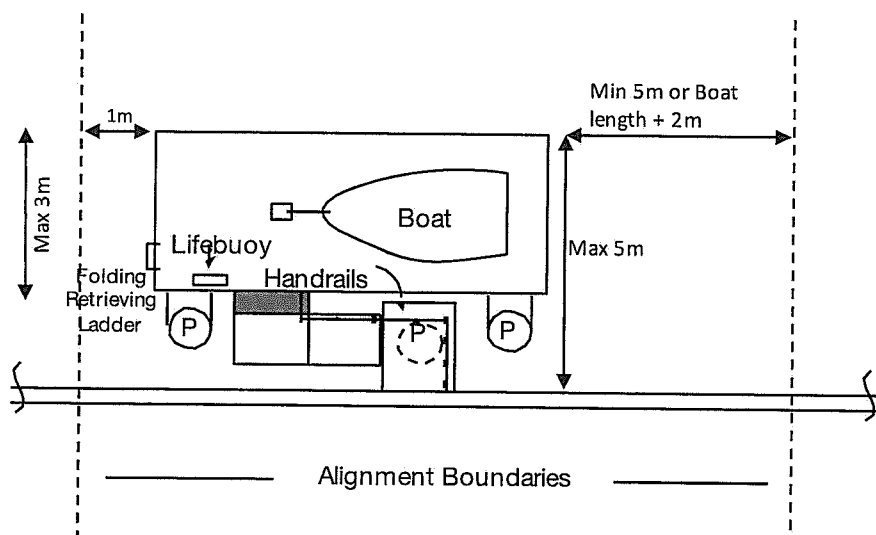
For Internal James Cook Island
Shaded area indicates zone of flotation device
and moored vessel.

Standard Arrangement



Special Situations

Pontoon/Jetty with Dry Docking Runabout and Roller Guided System.



5. End of Canals Notes:

- At the end corners and acute locations of the canals the locating of pontoon / jetty / vessels is very limited.
- Residents can make application for specially designed flotation device(s) in these situations - Sylvania Waterways Limited may not approve based on limitations and accessibility to other properties.
- Generally, no permanently moored boat can be left at these locations. These applications will be considered by the Company.

Contractors Note:

6. Occupational Health Safety & Environment (OHS&E) Compliance and Authorised Access

- Prior to any work carried out over Sylvania Waterways Land approvals from Sylvania Waterways Ltd and Sutherland Shire Council must be obtained.
- No work can start without the authorisation of Sylvania Waterways Ltd Access Permit including necessary compliance to OHS&E and Workcover.



Application (form 1014) to subscribe for shares in SYLVANIA WATERWAYS LTD and to obtain a license to maintain devices over the Company's land.

1. Applicant Details (must be property owner) "the applicant" as noted on property deed.

Given Name.....Family Name.....

Given Name.....Family Name.....

Waterfront Property Address.....,Sylvania Waters, NSW, 2224.

Settlement Date.....

Postal Address (if different to above).....

Mobile..... Contact name.....

Mobile..... Contact name.....

Email..... Contact name.....

Email..... Contact name.....

Allow communications via SMS Yes ☐ No ☐

FEES PAYABLE \$10,000

- Share/member application fee \$6,000 (one time only).
- First year waterfront License fee \$4,000. Future years exempt upon completion of all items identified on the Waterfront Exemption Certificate (WFEC) and subject to clause 2.9 (c) below.

Shares are not transferable; they are automatically forfeited upon sale of property to which they apply. New owners must subscribe for new share allocation upon settlement.

Electronic Funds Transfer (EFT) to be made on day of Property Settlement.

Account: Sylvania Waterways Ltd

Bank: Macquarie Bank

BSB: 182 222

Account: 303038897.

Please Reference Property Address with Payment.

Completed share application forms to be sent to;

Michael Corbett – Jones

Simpson Freed Lawyers

Ph: 9589 5200

PO Box 149, Caringbah NSW 1495

Email: michael@simpsonfreed.com.au

Sylvania Waterways Ltd. ABN 75 002 729 839

C/- STM, PO BOX 56, Sutherland NSW 1499

www.sylvaniawaters.com

2. Declaration by Applicant.

I hereby acknowledge that I have read and agreed to be bound by the terms and conditions of a license to use the property of Sylvania Waterways Limited ("the Company") as set out hereafter and those terms and conditions are both express and implied provisions of the license agreement to be granted to me.

2.1 Ownership of the Sylvania Waterways Estate:

- (a) The waterway is owned and controlled by the Company in its position of registered proprietor of Lot 1 in Deposited Plan 615171 ("The Company Land").
- (b) The applicant has no right to use any part of the waterway except as permitted by the Company under a license granted to the applicant.
- (c) The Company has an unfettered discretion whether it grants to the applicant a license to use the waterway for the erection of mooring structures or to moor any vessel on the waterway adjoining the property.
- (d) The applicant has no right to leave (or permit to remain) on the seabed (or in or on the waterway) of the Company land any debris whatsoever. Without limitation debris means rubbish, soil, mud, concrete, dirt, fill, waste, trees, grass, shrubs or any foreign material which trespasses onto the Company land as a result of the failure of the seawall or otherwise except as permitted by the Company during repair works and in accordance with its requirements. It is the sole responsibility of the applicant to remove any debris from the Company's seabed at the applicant's cost. The applicant agrees that any debris remaining on land owned by the Company is a trespass upon the Company land.
- (e) The applicant is responsible for ensuring any tenants are aware of and comply with the Company's regulations.

2.2 License personal:

- (a) Any license granted to the applicant is personal and cannot be transferred.
- (b) The applicant must advise any purchaser of the property that a license issued by the Company for the use of the waterway is not transferable. Any purchaser must make a fresh application for a license to the Company and has no authority to use any structures on the waterway or to moor a vessel on the waterway next to the property until a license is granted by the Company.

2.3 Mooring structures:

- (a) *The applicant and any predecessor may not install or erect any waterfront device or mooring structure without the written authority of the Company, which authority may be withheld, refused or revoked in the Company's absolute discretion.*
- (b) The Company wishes to ensure that all mooring structures erected on its property are kept in a safe and serviceable state of repair and in strict compliance with the Company's regulations and the Sutherland Shire Council Local Environment Plan (LEP).
- (c) The Company has sole unfettered discretion, acting reasonably and in conjunction with a qualified engineer, at the applicants cost, in determining if any mooring structures erected pursuant to this license are unserviceable, dangerous or in need of repair.
- (d) If the Company so concludes, the applicant must remove or carry out maintenance or repair work on the mooring structures (as the case may be) in accordance with any notice issued by the Company.
- (e) If the applicant does not attend to the removal or maintenance or repair works required hereunder then the Company shall be entitled to issue invoices for an amount determined by the Board of Directors in July of each year until the required maintenance or repair works are complete or the waterfront structures are removed. Invoices issued are with respect to licensing only and will not cover the cost of any repairs or maintenance or removal and storage or disposal.
- (f) The applicant cannot alter the position of the mooring structures from that approved by the Company without the Company's written consent and necessary access permits.

2.4 The seawall erected on the property at its boundary with the waterway:

- (a) To protect the waterway and land generally within the Sylvania Waterway Estate, the Company will not allow the use of the waterway by the applicant if the seawall on the property is in a state which is a danger to the waterway through collapse, release of material and debris into the waterway or the like.
- (b) If the Company believes that the seawall on the property is in a state of disrepair which is a danger to the waterway, it may serve a notice on the applicant requiring production of a report from the Company's sea wall engineer, at the applicants cost, certifying the structural stability of the seawall and, if works are required, specifying those works. The applicant will be given six (6) weeks to produce that structural report.
- (c) If the structural report recommends work to be carried out on the seawall to preserve its integrity, that work must be undertaken by the applicant in a proper and workmanlike fashion within four (4) months of the date of the certificate and the Company must provide written consent approving the repairs.
- (d) Following completion of the work on the seawall, the applicant must supply to the Company a further report from the engineer who provided the structural report certifying that the work has been completed in a proper and workmanlike fashion.
- (e) If a seawall is required to be erected on/over the Company's land, then a separate special agreement/easement is required. This agreement/easement is only available to members.
- (f) If the Applicant does not attend to the removal of the offending device or repair works required hereunder then the Company shall be entitled to issue invoices for an amount determined by the Board

of Directors in July of each year until the required removal or repair works are complete. Invoices issued are with respect to licensing only and will not cover the cost of any repairs.

- (g) If the Company determines that a waterfront device is unsafe or in such a state of disrepair as to pose a danger to the waterway and the community, and the Applicant does not remove the offending waterfront device within a reasonable period of time, the Company may remove the offending device and dispose of it (at the Applicant's expense on a full indemnity basis).

2.5 Indemnity

- (a) The applicant indemnifies the Company to the fullest extent permitted by law against any and all claims of any nature arising from an accident or other occurrence involving:
- I. The Company waterway within Lot 1 in Deposited Plan 615171.
 - II. The mooring structures the subject of this license application;
 - III. Any vessel moored on the waterway adjacent to the property;
 - IV. The use of any vessel by the applicant within the waterway;
 - V. Any collapse or defect in the seawall on the property;
 - VI. Any mooring structure, slipway or vessel encroaching on the waterway without the consent of the Company; and
 - VII. Any mooring structure which falls into a state of disrepair and is removed and disposed of by the Company following failure by the Applicant to attend to such works.
- (b) If so required by the Company, the applicant must produce evidence of insurance covering the risks referred to in this clause.
- (c) The applicant also fully indemnifies the Company in relation to any notice, fine, or other demand issued by the Sutherland Shire Council in respect of the applicant's non-compliant waterfront devices.

2.6 Vesting of mooring structures in the Company:

- (a) The applicant has no right to erect or use any mooring structures on the waterway except pursuant to a license granted by the Company.
- (b) Upon the termination of the license for any reason, the mooring structures are automatically vested in the Company and the Company may take steps to remove those structures if it deems fit at the property owner's cost.
- (c) Any mooring structures approved by a license with the applicant may be the subject of a new license granted to a purchaser of the property upon appropriate application.

2.7 Restrictions on the use of the property:

- (a) The applicant agrees that they will not use the property in any of the following ways:
- I. Apply for or allow more than one dwelling to be erected or remain on the property whether constructed for the applicant or a predecessor in title. No other habitable building structure of any nature, whether attached or detached shall be applied to be approved, or constructed with or without approval, which the applicant agrees and accepts is enforceable and reasonable;
 - II. The property shall not be used for other than residential purposes;
 - III. The property shall not be used for short term rental accommodation (e.g. AirBNB, Booking.com, Homestay and the like), renting rooms, a boarding house, a lodging house, a private hotel, motel or similar.
 - IV. The property shall not be used for commercial purposes, commercial amusement or adult services.
 - V. The main wall of any dwelling on the property shall not be closer than 9.144m to the waterway;
 - VI. No waterfront sea wall, concrete capping beam, concrete anchor or tie rods on the property shall be interfered with in any way.
 - VII. No excavation shall be made below the yard level without a prior search to determine the location of sea wall supports (e.g. tie rods).
 - VIII. No fence shall be erected on the property between the water boundary and the nearest building line of a dwelling unless it is of a see-through type not more than 1.0m in height or as required to comply with local council pool fence codes.
- (b) The applicant must comply with the terms of the above restrictive matters affecting the property.
- I. With the exception of a breach pursuant to clause 2.7(a)(III), the applicant must remedy any breach of the restrictions within one (1) month of being directed to do so by a notice issued by the Company.
 - II. In the case of a breach pursuant to clause 2.7(a)(III), the applicant must remedy such breach of the restrictions within forty-eight (48) hours of being directed to do so by a notice issued by the Company.
- (c) If the applicant does not remedy a breach within the timeframes required by this clause 2.7, then the Company shall be entitled to:
- I. issue invoices for an amount determined by the Board of Directors in July of each year; and
 - II. terminate the applicant's waterfront license until the breach is remediated;
 - III. prosecute its rights under this agreement for specific performance and any other remedy available to it at law or in equity.

2.8 Identification marking on mooring structures:

The Company may display an identification number on any mooring structures within the waterway.

2.9 License fee:

- (a) The applicant, shareholder, or member of the Company, must pay a license fee determined by the Company and advised to them annually in advance.
- (b) The Company reserves the right to vary the license fee from time to time.
- (c) The Company's policy is to charge a license fee to shareholders/members of the Company only upon the purchase of the property in Sylvania Waters. If, by a resolution of the Company, that policy changes, the applicant agrees to pay any license fee determined by the Company.
- (d) A shareholder can apply for an exemption on further annual license fees provided all regulations are compliant at the waterfront property.
- (e) A license is issued as acceptance of the exemption certificate compliance.
- (f) A license can only apply to conforming waterfront facilities or devices.

2.10 Regulation and procedures for mooring structures:

- (a) The applicant agrees that the Company may publish regulations and procedures for the installation and use of mooring structures from time to time.
- (b) The Company will produce to the applicant with the formal grant of license a copy of the most up to date publication.
- (c) If there is any inconsistency between these terms of the license and the regulations, these terms will prevail.
- (d) The applicant must comply with all relevant terms of the regulations and procedures issued by the Company.
- (e) The Company may serve a notice on the applicant specifying any breach of the regulations and procedures and requiring that breach to be remedied within such reasonable time as stated in the notice.
- (f) The applicant should not assume that the existing waterfront devices comply with current waterfront device regulations and should request a waterfront exemption certificate to determine their status.

2.11 Termination by the applicant:

- (a) The applicant may terminate any license granted by a notice in writing to the Company of one (1) month.
- (b) Upon termination of the license, the applicant must remove all mooring structures erected pursuant to the license and cease to moor any vessel on the waterway adjacent to the property unless a fresh license agreement is entered into in relation to the property.

2.12 Termination by the Company:

The Company may terminate the license agreement:

- (a) Upon a transfer of the property by the applicant;
- (b) If the applicant fails to repair any mooring structures as required by the Company pursuant to clause 2.3;
- (c) If the applicant fails to remove mooring structures adjacent to the property which are not the subject of a license with the Company when required to do so by the Company;
- (d) If the applicant erects mooring structures within the waterway without obtaining approval to do so from the Company;
- (e) If the applicant moors more than one vessel on the waterway adjacent to the property;
- (f) If the applicant moors an unapproved vessel on the waterway adjacent to the property;
- (g) If the information contained in this application is incorrect and is not corrected within one (1) month of the applicant being required to do so by the Company;
- (h) If the applicant fails to pay any license fee specified in the license agreement or as advised to the applicant by the Company within one (1) month of the due date;
- (i) If the applicant fails to produce certification from a structural engineer in relation to the seawall on the property when so required by the Company in accordance with clause 2.4(b);
- (j) If the applicant fails to carry out repairs to a defective seawall on the property specified in a structural engineer's report in accordance with clause 2.4(c);
- (k) If the applicant fails to produce the engineer's report required by clause 2.4(d);
- (l) If the applicant fails to remedy any breach of the restrictions in accordance with a notice issued by the Company under clause 2.7(c); or
- (m) If the applicant fails to remedy a breach of the regulations and procedures for the installation and use of mooring structures within the period specified in a notice issued by the Company pursuant to clause 2.10(e).
- (n) if the applicant fails to comply with any condition of this agreement.

3. Share Certificates will be available for collection at the introduction to Sylvania Waters new member meeting.

4. Waterfront licenses will be issued once all items on the Waterfront Exemption Certificate are completed.

5. A waterfront license is personal to the Applicant (once issued) and cannot be sub-licensed, assigned, charged or the subject of any other like transaction. The rights hereby conferred are contractual only and do not create any estate or interest in or over the Company's land or any part thereof and the rights of the Applicant shall be those of a licensee only.

Any questions in respect of this application should be directed to Simpson Freed Lawyers (via details on page 1).

I confirm that I have sighted, read and understood the Sylvania Waterways Ltd Waterfront Exemption Certificate (WFEC) report, the items noted, and my responsibility to address all items required of the new owner in order to obtain a waterfront license.

Signed by Share Applicant / Property Owner..... Date

Signed by Share Applicant / Property Owner..... Date

(If a company, the application must be signed pursuant to s127 of the Corporations Act)

Signed, as witness, by a Solicitor

Date

Name of Solicitor